



Department of Benefits
and Family Support

Department of Disability
and Aging Services

P.O. Box 7988
San Francisco, CA
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MEMORANDUM

TO:	DISABILITY AND AGING SERVICES COMMISSION
THROUGH:	KELLY DEARMAN, EXECUTIVE DIRECTOR
FROM:	CINDY KAUFFMAN, DEPUTY DIRECTOR ESPERANZA ZAPIEN, DIRECTOR OF CONTRACTS
DATE:	JULY 3, 2024
SUBJECT:	REVIEW AND APPROVAL OF CALIFORNIA DEPARTMENT OF AGING - HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM (HICAP) HI-2425, ASSOCIATED BUDGET AND ALL SUBSEQUENT AMENDMENTS

Introduction

The Department of Disability and Aging Services (DAS) is seeking review and approval of the California Department of Aging – Health Insurance Counseling and Advocacy Program (HICAP) HI-2425, associated budget and all subsequent amendments. Presentation of this standard contract document before the Disability and Aging Services Commission for your approval is a required step in the California Department of Aging’s contract certification process.



London Breed
Mayor

Trent Rhorer
Executive Director

Health Insurance Counseling and Advocacy Program (HICAP) Background

San Francisco’s HICAP is operated via a contract with DAS/Office of Community Partnerships by Self-Help for the Elderly, a local community-based organization. DAS receives funding from the California Department of Aging to administer a Health Insurance Counseling and Advocacy Program (HICAP) in San Francisco.

Contract HI-2425, Associated Budget, and Services to be Provided

Attached for your review and approval is the following document:

- The contract HI-2425 is presented for your review and approval. This is the standard agreement between DAS and the State, which reflects all requirements related to the program and funding sources.

HICAP is the primary local source for accurate and objective information and assistance with Medicare benefits, prescription drug plans and health plans. The Health Insurance Counseling and Advocacy Program (HICAP) assists individuals and families with Medicare problems and other health insurance concerns.

Trained and registered volunteer counselors provide objective information on Medicare (Parts A, B, C and D), Medicare supplement insurance (“MediGap”), managed care, long-term care planning, and health insurance. The HICAP also leads community education events and participates in networking and other outreach efforts to best raise awareness among consumers of Medicare benefits and HICAP services.

HICAP serves current Medicare beneficiaries and those planning for future health and long-term care needs. HICAP counseling is confidential and free of charge.

Recommended Action: Approve California Department of Aging Contract HI-2425, associated budget and all subsequent amendments.

CALIFORNIA DEPARTMENT OF AGING

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**CONTRACT RELEASE
MEMO**

To: Area Agencies on Aging (AAAs)
CM No: 24-01
SUBJECT: HICAP Contract (HI-2425) Budget and Reporting Information
ISSUE: January 19, 2024
CONTRACT TERM: April 1, 2024, through March 31, 2025
SUPERSEDES: CM 23-16
PROGRAM AFFECTED: HEALTH INSURANCE COUNSELING and ADVOCACY PROGRAM (HICAP)

PURPOSE:

This Contract Release Memo (CM) provides funding information and specific reporting requirements for your Fiscal Year (FY) 2024-25 HICAP Contract (HI-2425).

Please refer to your contract email for all contract-related documents, including Budget Displays, Contract Release Memo, Allocation Methodology and Local Assistance Checklist (CDA 9007A).

FUNDING:

The total HICAP contract funding amount is \$11,420,535. HICAP funding is based on past year funding from the State HICAP Fund, the California Department of Insurance (CDI) Reimbursements Fund, and the 2024 State Health Insurance Assistance Program (SHIP) federal grant funds. Exclusive to contract HI-2425, there is an increased additional State HICAP Fund allocation that provides each local HICAP with the funding to maintain the equivalent of at least 1.0 full-time Volunteer Coordinator.

The contract funding will be adjusted as necessary through a contract amendment as actual funding information becomes available.

Request for Funds and Expenditure Reports:

CDA will not process payments for the HI-2425 until the AAA's HICAP Budget (CDA 229) and Work Plan (CDA 6049) is approved, and the contract is fully executed.

Please use the Local Finance Reporting System (LoFRS) to report monthly expenditures. Disbursements will be based on monthly expenditure reports.

Deadlines:

Monthly Expenditure Reports are due 30 days after the last day of each month. Expenditure time periods and closeout deadlines are included as footnotes on the Budget Display within Exhibit B of

the contract.

Contract Language Updates:

The Contract Summary of Changes (SOC) will be included in your contract package email.

Inquiries:

For programmatic and/or data inquiries, please email the CDA HICAP Team at:

CDA.HICAP.TEAM@aging.ca.gov

For any financial inquiries, please email the CDA Local Finance Bureau (previously the Program Fiscal Team) at: Finance@aging.ca.gov.

For any payment inquiries, please email the CDA Accounting Management Bureau at: Accounting.LA@aging.ca.gov.

For any contract related inquiries, please email the CDA Business Management Bureau at: BMBSubvention@aging.ca.gov.

Thank you,

Andrew Sachs

Andrew Sachs, Assistant Deputy Director
Office of Finance & Administrative Operations
California Department of Aging

cc: Health Insurance Counseling and Advocacy Program Bureau, Person Centered Navigation Branch, Division of Home and Community Living;
Local Finance Bureau, Office of Finance & Administration Operations Branch, Division of Administrative Services;
Accounting Management Bureau, Office of Finance & Administration Operations Branch, Division of Administrative Services;
Business Management Bureau, Office of Finance & Administration Operations Branch, Division of Administrative Services

HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM CONTRACT HI-2425 ALLOCATION METHODOLOGY

The purpose of this document is to outline the methodology used to allocate Federal and State funds for the Health Insurance Counseling and Advocacy Program (HICAP) Contract HI-2425.

Funding for the HICAP comes from federal State Health Insurance Program (SHIP) grant funds and State funds which include the State HICAP fund and reimbursement funds from the California Department of Insurance (CDI). The State HICAP Fund and CDI Reimbursements allocations maintain a ratio of 1:2, respectively, as stated in the Welfare and Institutions Code Section 9541.5.

Local assistance funds are allocated to provide HICAP services in all 33 Planning and Service Areas (PSA) in California. Each PSA has a designated Area Agency on Aging (AAA). The funds are allocated to 26 AAAs to provide HICAP services for all 33 PSAs in California; 4 of the 26 AAAs act as managing AAAs for the remaining 7 AAAs that do not provide direct HICAP services for their PSA.

Federal Funds

Local assistance funds from the SHIP grant are allocated as follows:

- \$517,400 is allocated equally amongst each of the 26 AAAs providing HICAP services to maintain a base level of funding.
- 50% of the remaining balance after the \$517,400 allocation is allocated equally to the 26 AAAs providing HICAP services.
- 50% of the remaining balance after the \$517,400 allocation is allocated based on a proportional share of Medicare beneficiaries.

State Funds

Local assistance funds from the State of California are allocated as follows:

- \$2,565,500 is allocated to the 26 AAAs providing HICAP services based on historical practice to maintain a base level of funding.
- \$501,000 is allocated to the 26 AAAs providing HICAP services as part of the Budget Act of 1999.
- \$1,081,249 from the Budget Act of 2000 is allocated to the 26 AAAs using the methodology prescribed in the budget act.
- \$485,000 from Senate Bill 413, Chapter 545, Statutes of 2003 is allocated to the AAAs using the methodology prescribed in the budget act.
- The remainder of the State appropriations is allocated 50% equally to the 26 AAAs and 50% based on a proportional share of Medicare beneficiaries.

Exclusive to FY 24-25, each of the local HICAPs received an equal share of \$1,525,000 State HICAP fund augmentation to increase their base funding level to provide the equivalent of at least 1.0 full-time Volunteer Coordinator. Contract HI-2425 augmentation will consist of three months funding of \$346,502 for Fiscal Year 2023-24 (April 1, 2023 – June 30, 2023) and nine months funding of \$1,143,762 for Fiscal Year 2024-25 (July 1, 2024 through March 31, 2025), the remaining three months for Fiscal Year 2024-25 will be included in the next HICAP contract.

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF AGING
CONTRACT SUMMARY OF CHANGES
CDA 9008 (NEW 6/16)

Program: HICAP
Contract Number: HI-2425
Contract Term: 4/1/2024 – 3/31/2025

Section	Current Language in Existing Contract	New/Amended Language in New Contract	Reason for Change
Exhibit A, Article II.U	n/a	AAAs are required to integrate HICAP in their Area Plan and annual updates, following CDA guidance. When Area Plans or annual updates are submitted, AAAs must ensure that the submitted Area Plan or annual update either aligns with the approved HICAP budget or submit a budget revision to align with the Area Plan, as outlined in Exhibit B (WIC 9535(b)).	Budgets are due prior to annual updates. New language outlines the requirement that Area Plan updates and HICAP budget must correspond.
Exhibit B Article II.D.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.	Contractors requesting reimbursement for indirect costs exceeding the maximum ten percent (10%) shall retain on file an approved negotiated indirect cost rate or cost allocation plan.	Clarification for indirect costs rate and cost allocation plan.
Exhibit B Article II.D.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.	[Delete]	Language removed, not applicable to HI-2425.
Exhibit B Article IV.A	The Contractor shall submit electronically the original HICAP Budget with the annual updates by May 1, unless otherwise instructed by CDA.	The Contractor shall submit electronically the original HICAP Budget thirty (30) days after contract documents have been released, unless otherwise instructed by CDA.	Contract start date is April 1. Budgets are due prior to annual updates.
Exhibit B Article VI.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	[Delete]	Not applicable to this contracts budget period.

STATE OF CALIFORNIA
 CALIFORNIA DEPARTMENT OF AGING
CONTRACT SUMMARY OF CHANGES
 CDA 9008 (NEW 6/16)

Program: HICAP
Contract Number: HI-2425
Contract Term: 4/1/2024 – 3/31/2025

Section	Current Language in Existing Contract	New/Amended Language in New Contract	Reason for Change
	August 15, 2022 - covering the period of April 1 - June 30.		
Exhibit B Article VI.B	All contractors shall submit a Closeout Report to CDA once per State Fiscal Year for the following budget periods: Budget Period July 1, 2022 – March 31, 2023 is due on April 30, 2023 Budget Period April 1, 2023 – March 31, 2024 is due on April 30, 2024.	All contractors shall submit a Closeout Report to CDA once per State Fiscal Year, covering the period April 1st – March 31st.	Correction due to single year contract.
Exhibit E, Article I.C.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.”	<p>The Contractor shall assure that all HICAP related public information materials include the appropriate HICAP Product Disclaimer.</p> <p>The Contractor may select the appropriate Template Language that best corresponds with the Contractor’s, or sub-contractor’s HICAP contract allocation(s). Template language should be edited to replace each reference of “XX” with the appropriate corresponding figure.</p> <p>1. Product Disclaimer Template Option 1: “This [project/publication/program/website, etc.] [is/was] supported by the Administration for Community Living (ACL), U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling \$XX with 100 percent funding by ACL/HHS. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by ACL/HHS, or the U.S. Government.”</p>	New federal requirement.

STATE OF CALIFORNIA
 CALIFORNIA DEPARTMENT OF AGING
CONTRACT SUMMARY OF CHANGES
 CDA 9008 (NEW 6/16)

Program: HICAP
Contract Number: HI-2425
Contract Term: 4/1/2024 – 3/31/2025

Section	Current Language in Existing Contract	New/Amended Language in New Contract	Reason for Change
		<p>2. Product Disclaimer Template Option 2: This project/publication/program/website, etc.] [is/was] supported by the Administration for Community Living (ACL), U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling \$XX with XX percentage funded by ACL/HHS and \$XX amount and XX percentage funded by non-government source(s). The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by ACL/HHS, or the U.S. Government.</p>	
Exhibit E, Article I.G	<p>For the duration of the HI-2122 Agreement:</p> <ol style="list-style-type: none"> 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. 2. The full-time paid Volunteer Coordinator shall supersede the prior requirement for a half-time paid Volunteer Coordinator. 	<p>For the term of the Agreement:</p> <ol style="list-style-type: none"> 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. 2. The full-time paid Volunteer Coordinator shall supersede the prior requirement for a half-time paid Volunteer Coordinator. 	Language updated.
Exhibit E., Article II.C	<p>For State Fiscal Year 2022-23, activities funded through Federal SHIP Administrative Supplement allocations are limited to:</p> <ol style="list-style-type: none"> 1. Expanding activities such as: volunteer recruitment, training, beneficiary counseling, group 	[Delete]	Language no longer applicable.

STATE OF CALIFORNIA
 CALIFORNIA DEPARTMENT OF AGING
CONTRACT SUMMARY OF CHANGES
 CDA 9008 (NEW 6/16)

Program: HICAP
Contract Number: HI-2425
Contract Term: 4/1/2024 – 3/31/2025

Section	Current Language in Existing Contract	New/Amended Language in New Contract	Reason for Change
	<p>outreach and education, and media outreach and education, and/or</p> <p>2. Covering increased costs due to unforeseen circumstances.</p> <p>Upon request, the Contractor will provide information and supporting documentation on any activities funded in-part or in-whole with the supplement funding.</p>		
Exhibit E, Article II.D	<p>For Budget Year 2023-24 (April 1, 2023 through March 31, 2024) as provided in the Budget Display, the Contractor shall provide to CDA for approval, a detailed Work Plan (CDA Form 7001H) that outlines the HICAP service provider’s strategies using carryover resources to complete project goals as provided by CDA. The proposed Work Plan must be submitted to and approved by the CDA HICAP Bureau before payments can be made to the Contractor. The CDA-approved Work Plan is hereby incorporated by reference as part of this Exhibit.</p> <p>Requests to modify or amend the approved Work Plan may be made by either CDA or the Contractor at any time. Modifications of the Work Plan shall be effective upon the mutual agreement of both parties. However, the CDA may unilaterally modify the Work Plan if required by ACL or other federal award guidance.</p>	<p>Provide to CDA for approval, a detailed HICAP Work Plan that outlines the Contractor’s and subcontractors’ (if applicable) strategies and use of resources to complete project goals as provided by CDA.</p> <p>The AAA’s proposed HICAP Work Plan must be submitted to and approved by the CDA HICAP Bureau before payments can be made to the Contractor.</p> <p>The CDA-approved HICAP Work Plan is hereby incorporated into this Agreement by reference as part of this Exhibit.</p> <p>Requests to modify or amend the approved Work Plan may be made by either CDA or the Contractor at any time. Modifications of the Work Plan shall be effective upon the mutual agreement of both parties. However, the CDA may unilaterally modify the Work Plan if required by ACL or other federal award guidance.</p>	Language generalized to reduce need for revision.

Exhibit B, Attachment 1 - Budget Display

**HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM
Budget Display
Statewide Summary**

April 1, 2024 - March 31, 2025

STATE FISCAL YEAR 2023-2024 & 2024-2025

HICAP FUNDS	NOTES	PROJECT	PROGRAM BASELINE	BASELINE ADJUSTMENT	ONE-TIME ONLY	TOTAL	NET CHANGE
Reimbursements (Ins Fund)	a,b,c	HIRL	4,493,000	0	0	4,493,000	0
State HICAP Fund	a,b,c	HIHL	2,246,000	0	0	2,246,000	0
State HICAP Fund Augmentation	a,b,c	HIPL	1,490,264	0	0	1,490,264	0
Federal SHIP Funds	b,c	HIFL	3,191,271	0	0	3,191,271	0
STATE FISCAL YEAR 2023-2024 & 2024-2025			11,420,535	0	0	11,420,535	0

*The maximum allocation amount available for period April 1, 2024 - June 30, 2024	
Reimbursements (Ins Fund)	1,123,255
State HICAP Fund	561,500
State HICAP Fund Augmentation	346,502

- a FY 2024-25 State Funds will not be available until July 1 and/or upon enactment of the Budget Act which ever comes later.
- b The allocations are subject to change pending updated Medicare Beneficiary Population factor data.
- c State and Federal Funds must be expended by 3/31/25 and final expenditures reported in closeout no later than 4/30/2025.

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	TBD	4/1/2024

Exhibit B, Attachment 1 - Budget Display

**HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM
Budget Display
Area 1 Agency on Aging**

April 1, 2024 - March 31, 2025

STATE FISCAL YEAR 2023-2024 & 2024-2025

HICAP FUNDS	NOTES	PROJECT	PROGRAM BASELINE	BASELINE ADJUSTMENT	ONE-TIME ONLY	TOTAL	NET CHANGE
Reimbursements (Ins Fund)	a,b,c	HIRL	121,681	0	0	121,681	0
State HICAP Fund	a,b,c	HIHL	60,849	0	0	60,849	0
State HICAP Fund Augmentation	a,b,c	HIPL	57,318	0	0	57,318	0
Federal SHIP Funds	b,c	HIFL	78,640	0	0	78,640	0
STATE FISCAL YEAR 2023-2024 & 2024-2025			318,488	0	0	318,488	0

*The maximum allocation amount available for period April 1, 2024 - June 30, 2024	
Reimbursements (Ins Fund)	\$30,439
State HICAP Fund	\$15,222
State HICAP Fund Augmentation	\$13,327

- a FY 2024-25 State Funds will not be available until July 1 and/or upon enactment of the Budget Act which ever comes later.
- b The allocations are subject to change pending updated Medicare Beneficiary Population factor data.
- c State and Federal Funds must be expended by 3/31/25 and final expenditures reported in closeout no later than 4/30/2025.

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	TBD	4/1/2024

Exhibit B, Attachment 1 - Budget Display

**HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM
Budget Display
Planning and Service Area 2 Area Agency on Aging**

April 1, 2024 - March 31, 2025

STATE FISCAL YEAR 2023-2024 & 2024-2025

HICAP FUNDS	NOTES	PROJECT	PROGRAM BASELINE	BASELINE ADJUSTMENT	ONE-TIME ONLY	TOTAL	NET CHANGE
Reimbursements (Ins Fund)	a,b,c	HIRL	125,480	0	0	125,480	0
State HICAP Fund	a,b,c	HIHL	62,748	0	0	62,748	0
State HICAP Fund Augmentation	a,b,c	HIPL	57,318	0	0	57,318	0
Federal SHIP Funds	b,c	HIFL	85,872	0	0	85,872	0
STATE FISCAL YEAR 2023-2024 & 2024-2025			331,418	0	0	331,418	0

*The maximum allocation amount available for period April 1, 2024 - June 30, 2024	
Reimbursements (Ins Fund)	\$31,438
State HICAP Fund	\$15,721
State HICAP Fund Augmentation	\$13,327

- a FY 2024-25 State Funds will not be available until July 1 and/or upon enactment of the Budget Act which ever comes later.
- b The allocations are subject to change pending updated Medicare Beneficiary Population factor data.
- c State and Federal Funds must be expended by 3/31/25 and final expenditures reported in closeout no later than 4/30/2025.

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	TBD	4/1/2024

**HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM
Budget Display
Chico State Enterprises**

April 1, 2024 - March 31, 2025
STATE FISCAL YEAR 2023-2024 & 2024-2025

HICAP FUNDS	NOTES	PROJECT	PROGRAM BASELINE	BASELINE ADJUSTMENT	ONE-TIME ONLY	TOTAL	NET CHANGE
Reimbursements (Ins Fund)	a,b,c	HIRL	125,917	0	0	125,917	0
State HICAP Fund	a,b,c	HIHL	62,966	0	0	62,966	0
State HICAP Fund Augmentation	a,b,c	HIPL	57,318	0	0	57,318	0
Federal SHIP Funds	b,c	HIFL	86,703	0	0	86,703	0
STATE FISCAL YEAR 2023-2024 & 2024-2025			332,904	0	0	332,904	0

***The maximum allocation amount available for period April 1, 2024 - June 30, 2024**

Reimbursements (Ins Fund)	\$31,538
State HICAP Fund	\$15,771
State HICAP Fund Augmentation	\$13,327

- a FY 2024-25 State Funds will not be available until July 1 and/or upon enactment of the Budget Act which ever comes later.
- b The allocations are subject to change pending updated Medicare Beneficiary Population factor data.
- c State and Federal Funds must be expended by 3/31/25 and final expenditures reported in closeout no later than 4/30/2025.

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	TBD	4/1/2024

**HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM
Budget Display
Area 4 Agency on Aging**

April 1, 2024 - March 31, 2025

STATE FISCAL YEAR 2023-2024 & 2024-2025

HICAP FUNDS	NOTES	PROJECT	PROGRAM BASELINE	BASELINE ADJUSTMENT	ONE-TIME ONLY	TOTAL	NET CHANGE
Reimbursements (Ins Fund)	a,b,c	HIRL	287,818	0	0	287,818	0
State HICAP Fund	a,b,c	HIHL	143,865	0	0	143,865	0
State HICAP Fund Augmentation	a,b,c	HIPL	57,317	0	0	57,317	0
Federal SHIP Funds	b,c	HIFL	197,500	0	0	197,500	0
STATE FISCAL YEAR 2023-2024 & 2024-2025			686,500	0	0	686,500	0

*The maximum allocation amount available for period April 1, 2024 - June 30, 2024	
Reimbursements (Ins Fund)	\$72,120
State HICAP Fund	\$36,049
State HICAP Fund Augmentation	\$13,327

- a FY 2024-25 State Funds will not be available until July 1 and/or upon enactment of the Budget Act which ever comes later.
- b The allocations are subject to change pending updated Medicare Beneficiary Population factor data.
- c State and Federal Funds must be expended by 3/31/25 and final expenditures reported in closeout no later than 4/30/2025.

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	TBD	4/1/2024

Exhibit B, Attachment 1 - Budget Display

**HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM
Budget Display
City & County of San Francisco**

April 1, 2024 - March 31, 2025

STATE FISCAL YEAR 2023-2024 & 2024-2025

HICAP FUNDS	NOTES	PROJECT	PROGRAM BASELINE	BASELINE ADJUSTMENT	ONE-TIME ONLY	TOTAL	NET CHANGE
Reimbursements (Ins Fund)	a,b,c	HIRL	139,957	0	0	139,957	0
State HICAP Fund	a,b,c	HIHL	69,925	0	0	69,925	0
State HICAP Fund Augmentation	a,b,c	HIPL	57,318	0	0	57,318	0
Federal SHIP Funds	b,c	HIFL	101,755	0	0	101,755	0
STATE FISCAL YEAR 2023-2024 & 2024-2025			368,955	0	0	368,955	0

*The maximum allocation amount available for period April 1, 2024 - June 30, 2024	
Reimbursements (Ins Fund)	\$35,089
State HICAP Fund	\$17,531
State HICAP Fund Augmentation	\$13,327

- a FY 2024-25 State Funds will not be available until July 1 and/or upon enactment of the Budget Act which ever comes later.
- b The allocations are subject to change pending updated Medicare Beneficiary Population factor data.
- c State and Federal Funds must be expended by 3/31/25 and final expenditures reported in closeout no later than 4/30/2025.

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	TBD	4/1/2024

Exhibit B, Attachment 1 - Budget Display

**HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM
Budget Display
Contra Costa County**

April 1, 2024 - March 31, 2025

STATE FISCAL YEAR 2023-2024 & 2024-2025

HICAP FUNDS	NOTES	PROJECT	PROGRAM BASELINE	BASELINE ADJUSTMENT	ONE-TIME ONLY	TOTAL	NET CHANGE
Reimbursements (Ins Fund)	a,b,c	HIRL	140,839	0	0	140,839	0
State HICAP Fund	a,b,c	HIHL	70,407	0	0	70,407	0
State HICAP Fund Augmentation	a,b,c	HIPL	57,318	0	0	57,318	0
Federal SHIP Funds	b,c	HIFL	113,591	0	0	113,591	0
STATE FISCAL YEAR 2023-2024 & 2024-2025			382,155	0	0	382,155	0

*The maximum allocation amount available for period April 1, 2024 - June 30, 2024	
Reimbursements (Ins Fund)	\$35,212
State HICAP Fund	\$17,603
State HICAP Fund Augmentation	\$13,327

- a FY 2024-25 State Funds will not be available until July 1 and/or upon enactment of the Budget Act which ever comes later.
- b The allocations are subject to change pending updated Medicare Beneficiary Population factor data.
- c State and Federal Funds must be expended by 3/31/25 and final expenditures reported in closeout no later than 4/30/2025.

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	TBD	4/1/2024

Exhibit B, Attachment 1 - Budget Display

**HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM
Budget Display
County of San Mateo**

April 1, 2024 - March 31, 2025

STATE FISCAL YEAR 2023-2024 & 2024-2025

HICAP FUNDS	NOTES	PROJECT	PROGRAM BASELINE	BASELINE ADJUSTMENT	ONE-TIME ONLY	TOTAL	NET CHANGE
Reimbursements (Ins Fund)	a,b,c	HIRL	132,669	0	0	132,669	0
State HICAP Fund	a,b,c	HIHL	66,325	0	0	66,325	0
State HICAP Fund Augmentation	a,b,c	HIPL	57,318	0	0	57,318	0
Federal SHIP Funds	b,c	HIFL	98,109	0	0	98,109	0
STATE FISCAL YEAR 2023-2024 & 2024-2025			354,421	0	0	354,421	0

*The maximum allocation amount available for period April 1, 2024 - June 30, 2024	
Reimbursements (Ins Fund)	\$33,170
State HICAP Fund	\$16,583
State HICAP Fund Augmentation	\$13,327

- a FY 2024-25 State Funds will not be available until July 1 and/or upon enactment of the Budget Act which ever comes later.
- b The allocations are subject to change pending updated Medicare Beneficiary Population factor data.
- c State and Federal Funds must be expended by 3/31/25 and final expenditures reported in closeout no later than 4/30/2025.

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	TBD	4/1/2024

Exhibit B, Attachment 1 - Budget Display

**HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM
Budget Display
County of Alameda, Area Agency on Aging**

April 1, 2024 - March 31, 2025

STATE FISCAL YEAR 2023-2024 & 2024-2025

HICAP FUNDS	NOTES	PROJECT	PROGRAM BASELINE	BASELINE ADJUSTMENT	ONE-TIME ONLY	TOTAL	NET CHANGE
Reimbursements (Ins Fund)	a,b,c	HIRL	158,847	0	0	158,847	0
State HICAP Fund	a,b,c	HIHL	79,371	0	0	79,371	0
State HICAP Fund Augmentation	a,b,c	HIPL	57,318	0	0	57,318	0
Federal SHIP Funds	b,c	HIFL	123,000	0	0	123,000	0
STATE FISCAL YEAR 2023-2024 & 2024-2025			418,536	0	0	418,536	0

*The maximum allocation amount available for period April 1, 2024 - June 30, 2024	
Reimbursements (Ins Fund)	\$39,725
State HICAP Fund	\$19,848
State HICAP Fund Augmentation	\$13,327

- a FY 2024-25 State Funds will not be available until July 1 and/or upon enactment of the Budget Act which ever comes later.
- b The allocations are subject to change pending updated Medicare Beneficiary Population factor data.
- c State and Federal Funds must be expended by 3/31/25 and final expenditures reported in closeout no later than 4/30/2025.

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	TBD	4/1/2024

**HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM
Budget Display
SOURCEWISE**

April 1, 2024 - March 31, 2025

STATE FISCAL YEAR 2023-2024 & 2024-2025

HICAP FUNDS	NOTES	PROJECT	PROGRAM BASELINE	BASELINE ADJUSTMENT	ONE-TIME ONLY	TOTAL	NET CHANGE
Reimbursements (Ins Fund)	a,b,c	HIRL	157,366	0	0	157,366	0
State HICAP Fund	a,b,c	HIHL	78,635	0	0	78,635	0
State HICAP Fund Augmentation	a,b,c	HIPL	57,318	0	0	57,318	0
Federal SHIP Funds	b,c	HIFL	128,759	0	0	128,759	0
STATE FISCAL YEAR 2023-2024 & 2024-2025			422,078	0	0	422,078	0

*The maximum allocation amount available for period April 1, 2024 - June 30, 2024	
Reimbursements (Ins Fund)	\$39,307
State HICAP Fund	\$19,641
State HICAP Fund Augmentation	\$13,327

- a FY 2024-25 State Funds will not be available until July 1 and/or upon enactment of the Budget Act which ever comes later.
- b The allocations are subject to change pending updated Medicare Beneficiary Population factor data.
- c State and Federal Funds must be expended by 3/31/25 and final expenditures reported in closeout no later than 4/30/2025.

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	TBD	4/1/2024

Exhibit B, Attachment 1 - Budget Display

**HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM
Budget Display
Area 12 Agency on Aging**

April 1, 2024 - March 31, 2025

STATE FISCAL YEAR 2023-2024 & 2024-2025

HICAP FUNDS	NOTES	PROJECT	PROGRAM BASELINE	BASELINE ADJUSTMENT	ONE-TIME ONLY	TOTAL	NET CHANGE
Reimbursements (Ins Fund)	a,b,c	HIRL	122,808	0	0	122,808	0
State HICAP Fund	a,b,c	HIHL	61,413	0	0	61,413	0
State HICAP Fund Augmentation	a,b,c	HIPL	57,318	0	0	57,318	0
Federal SHIP Funds	b,c	HIFL	80,788	0	0	80,788	0
STATE FISCAL YEAR 2023-2024 & 2024-2025			322,327	0	0	322,327	0

***The maximum allocation amount available for period April 1, 2024 - June 30, 2024**

Reimbursements (Ins Fund)	\$30,735
State HICAP Fund	\$15,370
State HICAP Fund Augmentation	\$13,327

- a FY 2024-25 State Funds will not be available until July 1 and/or upon enactment of the Budget Act which ever comes later.
- b The allocations are subject to change pending updated Medicare Beneficiary Population factor data.
- c State and Federal Funds must be expended by 3/31/25 and final expenditures reported in closeout no later than 4/30/2025.

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	TBD	4/1/2024

Exhibit B, Attachment 1 - Budget Display

**HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM
Budget Display
Seniors Council of Santa Cruz and San Benito Counties**

April 1, 2024 - March 31, 2025

STATE FISCAL YEAR 2023-2024 & 2024-2025

HICAP FUNDS	NOTES	PROJECT	PROGRAM BASELINE	BASELINE ADJUSTMENT	ONE-TIME ONLY	TOTAL	NET CHANGE
Reimbursements (Ins Fund)	a,b,c	HIRL	124,580	0	0	124,580	0
State HICAP Fund	a,b,c	HIHL	62,296	0	0	62,296	0
State HICAP Fund Augmentation	a,b,c	HIPL	57,318	0	0	57,318	0
Federal SHIP Funds	b,c	HIFL	84,158	0	0	84,158	0
STATE FISCAL YEAR 2023-2024 & 2024-2025			328,352	0	0	328,352	0

*The maximum allocation amount available for period April 1, 2024 - June 30, 2024	
Reimbursements (Ins Fund)	\$31,134
State HICAP Fund	\$15,568
State HICAP Fund Augmentation	\$13,327

- a FY 2024-25 State Funds will not be available until July 1 and/or upon enactment of the Budget Act which ever comes later.
- b The allocations are subject to change pending updated Medicare Beneficiary Population factor data.
- c State and Federal Funds must be expended by 3/31/25 and final expenditures reported in closeout no later than 4/30/2025.

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	TBD	4/1/2024

Exhibit B, Attachment 1 - Budget Display

**HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM
Budget Display
Fresno-Madera Area Agency on Aging**

April 1, 2024 - March 31, 2025
STATE FISCAL YEAR 2023-2024 & 2024-2025

HICAP FUNDS	NOTES	PROJECT	PROGRAM BASELINE	BASELINE ADJUSTMENT	ONE-TIME ONLY	TOTAL	NET CHANGE
Reimbursements (Ins Fund)	a,b,c	HIRL	136,609	0	0	136,609	0
State HICAP Fund	a,b,c	HIHL	68,300	0	0	68,300	0
State HICAP Fund Augmentation	a,b,c	HIPL	57,318	0	0	57,318	0
Federal SHIP Funds	b,c	HIFL	106,369	0	0	106,369	0
STATE FISCAL YEAR 2023-2024 & 2024-2025			368,596	0	0	368,596	0

***The maximum allocation amount available for period April 1, 2024 - June 30, 2024**

Reimbursements (Ins Fund)	\$34,197
State HICAP Fund	\$17,097
State HICAP Fund Augmentation	\$13,327

- a FY 2024-25 State Funds will not be available until July 1 and/or upon enactment of the Budget Act which ever comes later.
- b The allocations are subject to change pending updated Medicare Beneficiary Population factor data.
- c State and Federal Funds must be expended by 3/31/25 and final expenditures reported in closeout no later than 4/30/2025.

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	TBD	4/1/2024

**HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM
Budget Display
Kings/Tulare Area Agency on Aging**

April 1, 2024 - March 31, 2025
STATE FISCAL YEAR 2023-2024 & 2024-2025

HICAP FUNDS	NOTES	PROJECT	PROGRAM BASELINE	BASELINE ADJUSTMENT	ONE-TIME ONLY	TOTAL	NET CHANGE
Reimbursements (Ins Fund)	a,b,c	HIRL	126,722	0	0	126,722	0
State HICAP Fund	a,b,c	HIHL	63,367	0	0	63,367	0
State HICAP Fund Augmentation	a,b,c	HIPL	57,318	0	0	57,318	0
Federal SHIP Funds	b,c	HIFL	88,235	0	0	88,235	0
STATE FISCAL YEAR 2023-2024 & 2024-2025			335,642	0	0	335,642	0

***The maximum allocation amount available for period April 1, 2024 - June 30, 2024**

Reimbursements (Ins Fund)	\$31,699
State HICAP Fund	\$15,851
State HICAP Fund Augmentation	\$13,327

- a FY 2024-25 State Funds will not be available until July 1 and/or upon enactment of the Budget Act which ever comes later.
- b The allocations are subject to change pending updated Medicare Beneficiary Population factor data.
- c State and Federal Funds must be expended by 3/31/25 and final expenditures reported in closeout no later than 4/30/2025.

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	TBD	4/1/2024

Exhibit B, Attachment 1 - Budget Display

**HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM
Budget Display
Central Coast Commission for Senior Citizens**

April 1, 2024 - March 31, 2025
STATE FISCAL YEAR 2023-2024 & 2024-2025

HICAP FUNDS	NOTES	PROJECT	PROGRAM BASELINE	BASELINE ADJUSTMENT	ONE-TIME ONLY	TOTAL	NET CHANGE
Reimbursements (Ins Fund)	a,b,c	HIRL	133,869	0	0	133,869	0
State HICAP Fund	a,b,c	HIHL	66,934	0	0	66,934	0
State HICAP Fund Augmentation	a,b,c	HIPL	57,318	0	0	57,318	0
Federal SHIP Funds	b,c	HIFL	101,481	0	0	101,481	0
STATE FISCAL YEAR 2023-2024 & 2024-2025			359,602	0	0	359,602	0

***The maximum allocation amount available for period April 1, 2024 - June 30, 2024**

Reimbursements (Ins Fund)	\$33,466
State HICAP Fund	\$16,733
State HICAP Fund Augmentation	\$13,327

- a FY 2024-25 State Funds will not be available until July 1 and/or upon enactment of the Budget Act which ever comes later.
- b The allocations are subject to change pending updated Medicare Beneficiary Population factor data.
- c State and Federal Funds must be expended by 3/31/25 and final expenditures reported in closeout no later than 4/30/2025.

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	TBD	4/1/2024

Exhibit B, Attachment 1 - Budget Display

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**HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM
Budget Display
Ventura County Human Services Agency, Area Agency on Aging**

April 1, 2024 - March 31, 2025

STATE FISCAL YEAR 2023-2024 & 2024-2025

HICAP FUNDS	NOTES	PROJECT	PROGRAM BASELINE	BASELINE ADJUSTMENT	ONE-TIME ONLY	TOTAL	NET CHANGE
Reimbursements (Ins Fund)	a.b.c	HIRL	134,852	0	0	134,852	0
State HICAP Fund	a.b.c	HIHL	67,428	0	0	67,428	0
State HICAP Fund Augmentation	a.b.c	HIPL	57,318	0	0	57,318	0
Federal SHIP Funds	b.c	HIFL	103,711	0	0	103,711	0
STATE FISCAL YEAR 2023-2024 & 2024-2025			363,309	0	0	363,309	0

***The maximum allocation amount available for period April 1, 2024 - June 30, 2024**

Reimbursements (Ins Fund)	\$33,674
State HICAP Fund	\$16,838
State HICAP Fund Augmentation	\$13,327

- a FY 2024-25 State Funds will not be available until July 1 and/or upon enactment of the Budget Act which ever comes later.
- b The allocations are subject to change pending updated Medicare Beneficiary Population factor data.
- c State and Federal Funds must be expended by 3/31/25 and final expenditures reported in closeout no later than 4/30/2025.

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	TBD	4/1/2024

Exhibit B, Attachment 1 - Budget Display

**HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM
Budget Display
County of Los Angeles, Aging, & Disabilities Department**

April 1, 2024 - March 31, 2025
STATE FISCAL YEAR 2023-2024 & 2024-2025

HICAP FUNDS	NOTES	PROJECT	PROGRAM BASELINE	BASELINE ADJUSTMENT	ONE-TIME ONLY	TOTAL	NET CHANGE
Reimbursements (Ins Fund)	a,b,c	HIRL	423,553	0	0	423,553	0
State HICAP Fund	a,b,c	HIHL	211,718	0	0	211,718	0
State HICAP Fund Augmentation	a,b,c	HIPL	57,317	0	0	57,317	0
Federal SHIP Funds	b,c	HIFL	270,625	0	0	270,625	0
STATE FISCAL YEAR 2023-2024 & 2024-2025			963,213	0	0	963,213	0

*The maximum allocation amount available for period April 1, 2024 - June 30, 2024	
Reimbursements (Ins Fund)	\$105,881
State HICAP Fund	\$52,926
State HICAP Fund Augmentation	\$13,327

- a FY 2024-25 State Funds will not be available until July 1 and/or upon enactment of the Budget Act which ever comes later.
- b The allocations are subject to change pending updated Medicare Beneficiary Population factor data.
- c State and Federal Funds must be expended by 3/31/25 and final expenditures reported in closeout no later than 4/30/2025.

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	TBD	4/1/2024

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

April 1, 2024 - March 31, 2025

STATE FISCAL YEAR 2023-2024 & 2024-2025

HICAP FUNDS	NOTES	PROJECT	PROGRAM BASELINE	BASELINE ADJUSTMENT	ONE-TIME ONLY	TOTAL	NET CHANGE
Reimbursements (Ins Fund)	a,b,c	HIRL	153,796	0	0	153,796	0
State HICAP Fund	a,b,c	HIHL	76,856	0	0	76,856	0
State HICAP Fund Augmentation	a,b,c	HIPL	57,318	0	0	57,318	0
Federal SHIP Funds	b,c	HIFL	135,675	0	0	135,675	0
STATE FISCAL YEAR 2023-2024 & 2024-2025			423,645	0	0	423,645	0

***The maximum allocation amount available for period April 1, 2024 - June 30, 2024**

Reimbursements (Ins Fund)	\$38,403
State HICAP Fund	\$19,191
State HICAP Fund Augmentation	\$13,327

- a FY 2024-25 State Funds will not be available until July 1 and/or upon enactment of the Budget Act which ever comes later.
- b The allocations are subject to change pending updated Medicare Beneficiary Population factor data.
- c State and Federal Funds must be expended by 3/31/25 and final expenditures reported in closeout no later than 4/30/2025.

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	TBD	4/1/2024

**HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM
Budget Display
Riverside County Office on Aging**

April 1, 2024 - March 31, 2025
STATE FISCAL YEAR 2023-2024 & 2024-2025

HICAP FUNDS	NOTES	PROJECT	PROGRAM BASELINE	BASELINE ADJUSTMENT	ONE-TIME ONLY	TOTAL	NET CHANGE
Reimbursements (Ins Fund)	a,b,c	HIRL	181,807	0	0	181,807	0
State HICAP Fund	a,b,c	HIHL	90,858	0	0	90,858	0
State HICAP Fund Augmentation	a,b,c	HIPL	57,318	0	0	57,318	0
Federal SHIP Funds	b,c	HIFL	154,835	0	0	154,835	0
STATE FISCAL YEAR 2023-2024 & 2024-2025			484,818	0	0	484,818	0

***The maximum allocation amount available for period April 1, 2024 - June 30, 2024**

Reimbursements (Ins Fund)	\$45,287
State HICAP Fund	\$22,632
State HICAP Fund Augmentation	\$13,327

- a FY 2024-25 State Funds will not be available until July 1 and/or upon enactment of the Budget Act which ever comes later.
- b The allocations are subject to change pending updated Medicare Beneficiary Population factor data.
- c State and Federal Funds must be expended by 3/31/25 and final expenditures reported in closeout no later than 4/30/2025.

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	TBD	4/1/2024

Exhibit B, Attachment 1 - Budget Display

**HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM
Budget Display
County of Orange Office on Aging**

April 1, 2024 - March 31, 2025
STATE FISCAL YEAR 2023-2024 & 2024-2025

HICAP FUNDS	NOTES	PROJECT	PROGRAM BASELINE	BASELINE ADJUSTMENT	ONE-TIME ONLY	TOTAL	NET CHANGE
Reimbursements (Ins Fund)	a,b,c	HIRL	268,775	0	0	268,775	0
State HICAP Fund	a,b,c	HIHL	134,338	0	0	134,338	0
State HICAP Fund Augmentation	a,b,c	HIPL	57,318	0	0	57,318	0
Federal SHIP Funds	b,c	HIFL	181,700	0	0	181,700	0
STATE FISCAL YEAR 2023-2024 & 2024-2025			642,131	0	0	642,131	0

*The maximum allocation amount available for period April 1, 2024 - June 30, 2024	
Reimbursements (Ins Fund)	\$66,879
State HICAP Fund	\$33,427
State HICAP Fund Augmentation	\$13,327

- a FY 2024-25 State Funds will not be available until July 1 and/or upon enactment of the Budget Act which ever comes later.
- b The allocations are subject to change pending updated Medicare Beneficiary Population factor data.
- c State and Federal Funds must be expended by 3/31/25 and final expenditures reported in closeout no later than 4/30/2025.

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	TBD	4/1/2024

Exhibit B, Attachment 1 - Budget Display

**HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM
Budget Display
County of San Diego**

April 1, 2024 - March 31, 2025
STATE FISCAL YEAR 2023-2024 & 2024-2025

HICAP FUNDS	NOTES	PROJECT	PROGRAM BASELINE	BASELINE ADJUSTMENT	ONE-TIME ONLY	TOTAL	NET CHANGE
Reimbursements (Ins Fund)	a,b,c	HIRL	309,480	0	0	309,480	0
State HICAP Fund	a,b,c	HIHL	154,677	0	0	154,677	0
State HICAP Fund Augmentation	a,b,c	HIPL	57,317	0	0	57,317	0
Federal SHIP Funds	b,c	HIFL	192,834	0	0	192,834	0
STATE FISCAL YEAR 2023-2024 & 2024-2025			714,308	0	0	714,308	0

***The maximum allocation amount available for period April 1, 2024 - June 30, 2024**

Reimbursements (Ins Fund)	\$77,279
State HICAP Fund	\$38,624
State HICAP Fund Augmentation	\$13,327

- a FY 2024-25 State Funds will not be available until July 1 and/or upon enactment of the Budget Act which ever comes later.
- b The allocations are subject to change pending updated Medicare Beneficiary Population factor data.
- c State and Federal Funds must be expended by 3/31/25 and final expenditures reported in closeout no later than 4/30/2025.

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		4/1/2024

Exhibit B, Attachment 1 - Budget Display

**HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM
Budget Display
City of Los Angeles Department of Aging**

April 1, 2024 - March 31, 2025

STATE FISCAL YEAR 2023-2024 & 2024-2025

HICAP FUNDS	NOTES	PROJECT	PROGRAM BASELINE	BASELINE ADJUSTMENT	ONE-TIME ONLY	TOTAL	NET CHANGE
Reimbursements (Ins Fund)	a,b,c	HIRL	280,281	0	0	280,281	0
State HICAP Fund	a,b,c	HIHL	140,093	0	0	140,093	0
State HICAP Fund Augmentation	a,b,c	HIPL	57,317	0	0	57,317	0
Federal SHIP Funds	b,c	HIFL	189,143	0	0	189,143	0
STATE FISCAL YEAR 2023-2024 & 2024-2025			666,834	0	0	666,834	0

***The maximum allocation amount available for period April 1, 2024 - June 30, 2024**

Reimbursements (Ins Fund)	\$70,066
State HICAP Fund	\$35,021
State HICAP Fund Augmentation	\$13,327

- a FY 2024-25 State Funds will not be available until July 1 and/or upon enactment of the Budget Act which ever comes later.
- b The allocations are subject to change pending updated Medicare Beneficiary Population factor data.
- c State and Federal Funds must be expended by 3/31/25 and final expenditures reported in closeout no later than 4/30/2025.

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		4/1/2024

Exhibit B, Attachment 1 - Budget Display

**HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM
Budget Display
County of Sonoma Human Services Department**

April 1, 2024 - March 31, 2025

STATE FISCAL YEAR 2023-2024 & 2024-2025

HICAP FUNDS	NOTES	PROJECT	PROGRAM BASELINE	BASELINE ADJUSTMENT	ONE-TIME ONLY	TOTAL	NET CHANGE
Reimbursements (Ins Fund)	a,b,c	HIRL	199,823	0	0	199,823	0
State HICAP Fund	a,b,c	HIHL	99,867	0	0	99,867	0
State HICAP Fund Augmentation	a,b,c	HIPL	57,318	0	0	57,318	0
Federal SHIP Funds	b,c	HIFL	137,529	0	0	137,529	0
STATE FISCAL YEAR 2023-2024 & 2024-2025			494,537	0	0	494,537	0

*The maximum allocation amount available for period April 1, 2024 - June 30, 2024	
Reimbursements (Ins Fund)	\$50,100
State HICAP Fund	\$25,039
State HICAP Fund Augmentation	\$13,327

- a FY 2024-25 State Funds will not be available until July 1 and/or upon enactment of the Budget Act which ever comes later.
- b The allocations are subject to change pending updated Medicare Beneficiary Population factor data.
- c State and Federal Funds must be expended by 3/31/25 and final expenditures reported in closeout no later than 4/30/2025.

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	TBD	4/1/2024

Exhibit B, Attachment 1 - Budget Display

**HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM
Budget Display
Stanislaus County Dept of Aging and Veterans Services**

April 1, 2024 - March 31, 2025

STATE FISCAL YEAR 2023-2024 & 2024-2025

HICAP FUNDS	NOTES	PROJECT	PROGRAM BASELINE	BASELINE ADJUSTMENT	ONE-TIME ONLY	TOTAL	NET CHANGE
Reimbursements (Ins Fund)	a,b,c	HIRL	127,310	0	0	127,310	0
State HICAP Fund	a,b,c	HIHL	63,663	0	0	63,663	0
State HICAP Fund Augmentation	a,b,c	HIPL	57,318	0	0	57,318	0
Federal SHIP Funds	b,c	HIFL	89,358	0	0	89,358	0
STATE FISCAL YEAR 2023-2024 & 2024-2025			337,649	0	0	337,649	0

***The maximum allocation amount available for period April 1, 2024 - June 30, 2024**

Reimbursements (Ins Fund)	\$31,859
State HICAP Fund	\$15,931
State HICAP Fund Augmentation	\$13,327

- a FY 2024-25 State Funds will not be available until July 1 and/or upon enactment of the Budget Act which ever comes later.
- b The allocations are subject to change pending updated Medicare Beneficiary Population factor data.
- c State and Federal Funds must be expended by 3/31/25 and final expenditures reported in closeout no later than 4/30/2025.

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	TBD	4/1/2024

Exhibit B, Attachment 1 - Budget Display

**HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM
Budget Display
Merced County Area Agency on Aging**

April 1, 2024 - March 31, 2025
STATE FISCAL YEAR 2023-2024 & 2024-2025

HICAP FUNDS	NOTES	PROJECT	PROGRAM BASELINE	BASELINE ADJUSTMENT	ONE-TIME ONLY	TOTAL	NET CHANGE
Reimbursements (Ins Fund)	a,b,c	HIRL	121,940	0	0	121,940	0
State HICAP Fund	a,b,c	HIHL	60,978	0	0	60,978	0
State HICAP Fund Augmentation	a,b,c	HIPL	57,318	0	0	57,318	0
Federal SHIP Funds	b,c	HIFL	79,137	0	0	79,137	0
STATE FISCAL YEAR 2023-2024 & 2024-2025			319,373	0	0	319,373	0

*The maximum allocation amount available for period April 1, 2024 - June 30, 2024	
Reimbursements (Ins Fund)	\$30,493
State HICAP Fund	\$15,248
State HICAP Fund Augmentation	\$13,327

- a FY 2024-25 State Funds will not be available until July 1 and/or upon enactment of the Budget Act which ever comes later.
- b The allocations are subject to change pending updated Medicare Beneficiary Population factor data.
- c State and Federal Funds must be expended by 3/31/25 and final expenditures reported in closeout no later than 4/30/2025.

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	TBD	4/1/2024

Exhibit B, Attachment 1 - Budget Display

**HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM
Budget Display
County of Monterey**

April 1, 2024 - March 31, 2025
STATE FISCAL YEAR 2023-2024 & 2024-2025

HICAP FUNDS	NOTES	PROJECT	PROGRAM BASELINE	BASELINE ADJUSTMENT	ONE-TIME ONLY	TOTAL	NET CHANGE
Reimbursements (Ins Fund)	a,b,c	HIRL	125,189	0	0	125,189	0
State HICAP Fund	a,b,c	HIHL	62,602	0	0	62,602	0
State HICAP Fund Augmentation	a,b,c	HIPL	57,318	0	0	53,308	0
Federal SHIP Funds	b,c	HIFL	85,321	0	0	85,321	0
STATE FISCAL YEAR 2023-2024 & 2024-2025			330,430	0	0	326,420	0

***The maximum allocation amount available for period April 1, 2024 - June 30, 2024**

Reimbursements (Ins Fund)	\$31,293
State HICAP Fund	\$15,648
State HICAP Fund Augmentation	\$13,327

- a FY 2024-25 State Funds will not be available until July 1 and/or upon enactment of the Budget Act which ever comes later.
- b The allocations are subject to change pending updated Medicare Beneficiary Population factor data.
- c State and Federal Funds must be expended by 3/31/25 and final expenditures reported in closeout no later than 4/30/2025.

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	TBD	4/1/2024

**HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM
Budget Display
County of Kern, Aging and Adult Services Department**

April 1, 2024 - March 31, 2025

STATE FISCAL YEAR 2023-2024 & 2024-2025

HICAP FUNDS	NOTES	PROJECT	PROGRAM BASELINE	BASELINE ADJUSTMENT	ONE-TIME ONLY	TOTAL	NET CHANGE
Reimbursements (Ins Fund)	a,b,c	HIRL	131,032	0	0	131,032	0
State HICAP Fund	a,b,c	HIHL	65,521	0	0	65,521	0
State HICAP Fund Augmentation	a,b,c	HIPL	57,318	0	0	57,318	0
Federal SHIP Funds	b,c	HIFL	96,443	0	0	96,443	0
STATE FISCAL YEAR 2023-2024 & 2024-2025			350,314	0	0	350,314	0

*The maximum allocation amount available for period April 1, 2024 - June 30, 2024	
Reimbursements (Ins Fund)	\$32,772
State HICAP Fund	\$16,387
State HICAP Fund Augmentation	\$13,327

- a FY 2024-25 State Funds will not be available until July 1 and/or upon enactment of the Budget Act which ever comes later.
- b The allocations are subject to change pending updated Medicare Beneficiary Population factor data.
- c State and Federal Funds must be expended by 3/31/25 and final expenditures reported in closeout no later than 4/30/2025.

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	TBD	4/1/2024

Exhibit B, Attachment 1 - Budget Display

**HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM
Budget Display
Statewide Summary**

April 1, 2024 - March 31, 2025

STATE FISCAL YEAR 2023-2024 & 2024-2025

HICAP FUNDS	NOTES	PROJECT	PROGRAM BASELINE	BASELINE ADJUSTMENT	ONE-TIME ONLY	TOTAL	NET CHANGE
Reimbursements (Ins Fund)	a,b,c	HIRL	4,493,000	0	0	4,493,000	0
State HICAP Fund	a,b,c	HIHL	2,246,000	0	0	2,246,000	0
State HICAP Fund Augmentation	a,b,c	HIPL	1,490,264	0	0	1,490,264	0
Federal SHIP Funds	b,c	HIFL	3,191,271	0	0	3,191,271	0
STATE FISCAL YEAR 2023-2024 & 2024-2025			11,420,535	0	0	11,420,535	0

*The maximum allocation amount available for period April 1, 2024 - June 30, 2024	
Reimbursements (Ins Fund)	1,123,255
State HICAP Fund	561,500
State HICAP Fund Augmentation	346,502

- a FY 2024-25 State Funds will not be available until July 1 and/or upon enactment of the Budget Act which ever comes later.
- b The allocations are subject to change pending updated Medicare Beneficiary Population factor data.
- c State and Federal Funds must be expended by 3/31/25 and final expenditures reported in closeout no later than 4/30/2025.

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	TBD	4/1/2024

Exhibit B, Attachment 1 - Budget Display

**HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM
Budget Display
Area 1 Agency on Aging**

April 1, 2024 - March 31, 2025

STATE FISCAL YEAR 2023-2024 & 2024-2025

HICAP FUNDS	NOTES	PROJECT	PROGRAM BASELINE	BASELINE ADJUSTMENT	ONE-TIME ONLY	TOTAL	NET CHANGE
Reimbursements (Ins Fund)	a,b,c	HIRL	121,681	0	0	121,681	0
State HICAP Fund	a,b,c	HIHL	60,849	0	0	60,849	0
State HICAP Fund Augmentation	a,b,c	HIPL	57,318	0	0	57,318	0
Federal SHIP Funds	b,c	HIFL	78,640	0	0	78,640	0
STATE FISCAL YEAR 2023-2024 & 2024-2025			318,488	0	0	318,488	0

*The maximum allocation amount available for period April 1, 2024 - June 30, 2024	
Reimbursements (Ins Fund)	\$30,439
State HICAP Fund	\$15,222
State HICAP Fund Augmentation	\$13,327

- a FY 2024-25 State Funds will not be available until July 1 and/or upon enactment of the Budget Act which ever comes later.
- b The allocations are subject to change pending updated Medicare Beneficiary Population factor data.
- c State and Federal Funds must be expended by 3/31/25 and final expenditures reported in closeout no later than 4/30/2025.

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	TBD	4/1/2024

Exhibit B, Attachment 1 - Budget Display

**HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM
Budget Display
Planning and Service Area 2 Area Agency on Aging**

April 1, 2024 - March 31, 2025

STATE FISCAL YEAR 2023-2024 & 2024-2025

HICAP FUNDS	NOTES	PROJECT	PROGRAM BASELINE	BASELINE ADJUSTMENT	ONE-TIME ONLY	TOTAL	NET CHANGE
Reimbursements (Ins Fund)	a,b,c	HIRL	125,480	0	0	125,480	0
State HICAP Fund	a,b,c	HIHL	62,748	0	0	62,748	0
State HICAP Fund Augmentation	a,b,c	HIPL	57,318	0	0	57,318	0
Federal SHIP Funds	b,c	HIFL	85,872	0	0	85,872	0
STATE FISCAL YEAR 2023-2024 & 2024-2025			331,418	0	0	331,418	0

*The maximum allocation amount available for period April 1, 2024 - June 30, 2024	
Reimbursements (Ins Fund)	\$31,438
State HICAP Fund	\$15,721
State HICAP Fund Augmentation	\$13,327

- a FY 2024-25 State Funds will not be available until July 1 and/or upon enactment of the Budget Act which ever comes later.
- b The allocations are subject to change pending updated Medicare Beneficiary Population factor data.
- c State and Federal Funds must be expended by 3/31/25 and final expenditures reported in closeout no later than 4/30/2025.

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	TBD	4/1/2024

**HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM
Budget Display
Chico State Enterprises**

April 1, 2024 - March 31, 2025
STATE FISCAL YEAR 2023-2024 & 2024-2025

HICAP FUNDS	NOTES	PROJECT	PROGRAM BASELINE	BASELINE ADJUSTMENT	ONE-TIME ONLY	TOTAL	NET CHANGE
Reimbursements (Ins Fund)	a,b,c	HIRL	125,917	0	0	125,917	0
State HICAP Fund	a,b,c	HIHL	62,966	0	0	62,966	0
State HICAP Fund Augmentation	a,b,c	HIPL	57,318	0	0	57,318	0
Federal SHIP Funds	b,c	HIFL	86,703	0	0	86,703	0
STATE FISCAL YEAR 2023-2024 & 2024-2025			332,904	0	0	332,904	0

***The maximum allocation amount available for period April 1, 2024 - June 30, 2024**

Reimbursements (Ins Fund)	\$31,538
State HICAP Fund	\$15,771
State HICAP Fund Augmentation	\$13,327

- a FY 2024-25 State Funds will not be available until July 1 and/or upon enactment of the Budget Act which ever comes later.
- b The allocations are subject to change pending updated Medicare Beneficiary Population factor data.
- c State and Federal Funds must be expended by 3/31/25 and final expenditures reported in closeout no later than 4/30/2025.

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	TBD	4/1/2024

**HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM
Budget Display
Area 4 Agency on Aging**

April 1, 2024 - March 31, 2025

STATE FISCAL YEAR 2023-2024 & 2024-2025

HICAP FUNDS	NOTES	PROJECT	PROGRAM BASELINE	BASELINE ADJUSTMENT	ONE-TIME ONLY	TOTAL	NET CHANGE
Reimbursements (Ins Fund)	a,b,c	HIRL	287,818	0	0	287,818	0
State HICAP Fund	a,b,c	HIHL	143,865	0	0	143,865	0
State HICAP Fund Augmentation	a,b,c	HIPL	57,317	0	0	57,317	0
Federal SHIP Funds	b,c	HIFL	197,500	0	0	197,500	0
STATE FISCAL YEAR 2023-2024 & 2024-2025			686,500	0	0	686,500	0

*The maximum allocation amount available for period April 1, 2024 - June 30, 2024	
Reimbursements (Ins Fund)	\$72,120
State HICAP Fund	\$36,049
State HICAP Fund Augmentation	\$13,327

- a FY 2024-25 State Funds will not be available until July 1 and/or upon enactment of the Budget Act which ever comes later.
- b The allocations are subject to change pending updated Medicare Beneficiary Population factor data.
- c State and Federal Funds must be expended by 3/31/25 and final expenditures reported in closeout no later than 4/30/2025.

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	TBD	4/1/2024

Exhibit B, Attachment 1 - Budget Display

**HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM
Budget Display
City & County of San Francisco**

April 1, 2024 - March 31, 2025

STATE FISCAL YEAR 2023-2024 & 2024-2025

HICAP FUNDS	NOTES	PROJECT	PROGRAM BASELINE	BASELINE ADJUSTMENT	ONE-TIME ONLY	TOTAL	NET CHANGE
Reimbursements (Ins Fund)	a,b,c	HIRL	139,957	0	0	139,957	0
State HICAP Fund	a,b,c	HIHL	69,925	0	0	69,925	0
State HICAP Fund Augmentation	a,b,c	HIPL	57,318	0	0	57,318	0
Federal SHIP Funds	b,c	HIFL	101,755	0	0	101,755	0
STATE FISCAL YEAR 2023-2024 & 2024-2025			368,955	0	0	368,955	0

*The maximum allocation amount available for period April 1, 2024 - June 30, 2024	
Reimbursements (Ins Fund)	\$35,089
State HICAP Fund	\$17,531
State HICAP Fund Augmentation	\$13,327

- a FY 2024-25 State Funds will not be available until July 1 and/or upon enactment of the Budget Act which ever comes later.
- b The allocations are subject to change pending updated Medicare Beneficiary Population factor data.
- c State and Federal Funds must be expended by 3/31/25 and final expenditures reported in closeout no later than 4/30/2025.

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	TBD	4/1/2024

Exhibit B, Attachment 1 - Budget Display

**HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM
Budget Display
Contra Costa County**

April 1, 2024 - March 31, 2025

STATE FISCAL YEAR 2023-2024 & 2024-2025

HICAP FUNDS	NOTES	PROJECT	PROGRAM BASELINE	BASELINE ADJUSTMENT	ONE-TIME ONLY	TOTAL	NET CHANGE
Reimbursements (Ins Fund)	a,b,c	HIRL	140,839	0	0	140,839	0
State HICAP Fund	a,b,c	HIHL	70,407	0	0	70,407	0
State HICAP Fund Augmentation	a,b,c	HIPL	57,318	0	0	57,318	0
Federal SHIP Funds	b,c	HIFL	113,591	0	0	113,591	0
STATE FISCAL YEAR 2023-2024 & 2024-2025			382,155	0	0	382,155	0

*The maximum allocation amount available for period April 1, 2024 - June 30, 2024	
Reimbursements (Ins Fund)	\$35,212
State HICAP Fund	\$17,603
State HICAP Fund Augmentation	\$13,327

- a FY 2024-25 State Funds will not be available until July 1 and/or upon enactment of the Budget Act which ever comes later.
- b The allocations are subject to change pending updated Medicare Beneficiary Population factor data.
- c State and Federal Funds must be expended by 3/31/25 and final expenditures reported in closeout no later than 4/30/2025.

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	TBD	4/1/2024

Exhibit B, Attachment 1 - Budget Display

**HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM
Budget Display
County of San Mateo**

April 1, 2024 - March 31, 2025

STATE FISCAL YEAR 2023-2024 & 2024-2025

HICAP FUNDS	NOTES	PROJECT	PROGRAM BASELINE	BASELINE ADJUSTMENT	ONE-TIME ONLY	TOTAL	NET CHANGE
Reimbursements (Ins Fund)	a,b,c	HIRL	132,669	0	0	132,669	0
State HICAP Fund	a,b,c	HIHL	66,325	0	0	66,325	0
State HICAP Fund Augmentation	a,b,c	HIPL	57,318	0	0	57,318	0
Federal SHIP Funds	b,c	HIFL	98,109	0	0	98,109	0
STATE FISCAL YEAR 2023-2024 & 2024-2025			354,421	0	0	354,421	0

*The maximum allocation amount available for period April 1, 2024 - June 30, 2024	
Reimbursements (Ins Fund)	\$33,170
State HICAP Fund	\$16,583
State HICAP Fund Augmentation	\$13,327

- a FY 2024-25 State Funds will not be available until July 1 and/or upon enactment of the Budget Act which ever comes later.
- b The allocations are subject to change pending updated Medicare Beneficiary Population factor data.
- c State and Federal Funds must be expended by 3/31/25 and final expenditures reported in closeout no later than 4/30/2025.

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	TBD	4/1/2024

Exhibit B, Attachment 1 - Budget Display

**HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM
Budget Display
County of Alameda, Area Agency on Aging**

April 1, 2024 - March 31, 2025

STATE FISCAL YEAR 2023-2024 & 2024-2025

HICAP FUNDS	NOTES	PROJECT	PROGRAM BASELINE	BASELINE ADJUSTMENT	ONE-TIME ONLY	TOTAL	NET CHANGE
Reimbursements (Ins Fund)	a,b,c	HIRL	158,847	0	0	158,847	0
State HICAP Fund	a,b,c	HIHL	79,371	0	0	79,371	0
State HICAP Fund Augmentation	a,b,c	HIPL	57,318	0	0	57,318	0
Federal SHIP Funds	b,c	HIFL	123,000	0	0	123,000	0
STATE FISCAL YEAR 2023-2024 & 2024-2025			418,536	0	0	418,536	0

*The maximum allocation amount available for period April 1, 2024 - June 30, 2024	
Reimbursements (Ins Fund)	\$39,725
State HICAP Fund	\$19,848
State HICAP Fund Augmentation	\$13,327

- a FY 2024-25 State Funds will not be available until July 1 and/or upon enactment of the Budget Act which ever comes later.
- b The allocations are subject to change pending updated Medicare Beneficiary Population factor data.
- c State and Federal Funds must be expended by 3/31/25 and final expenditures reported in closeout no later than 4/30/2025.

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	TBD	4/1/2024

**HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM
Budget Display
SOURCEWISE**

April 1, 2024 - March 31, 2025

STATE FISCAL YEAR 2023-2024 & 2024-2025

HICAP FUNDS	NOTES	PROJECT	PROGRAM BASELINE	BASELINE ADJUSTMENT	ONE-TIME ONLY	TOTAL	NET CHANGE
Reimbursements (Ins Fund)	a,b,c	HIRL	157,366	0	0	157,366	0
State HICAP Fund	a,b,c	HIHL	78,635	0	0	78,635	0
State HICAP Fund Augmentation	a,b,c	HIPL	57,318	0	0	57,318	0
Federal SHIP Funds	b,c	HIFL	128,759	0	0	128,759	0
STATE FISCAL YEAR 2023-2024 & 2024-2025			422,078	0	0	422,078	0

*The maximum allocation amount available for period April 1, 2024 - June 30, 2024	
Reimbursements (Ins Fund)	\$39,307
State HICAP Fund	\$19,641
State HICAP Fund Augmentation	\$13,327

- a FY 2024-25 State Funds will not be available until July 1 and/or upon enactment of the Budget Act which ever comes later.
- b The allocations are subject to change pending updated Medicare Beneficiary Population factor data.
- c State and Federal Funds must be expended by 3/31/25 and final expenditures reported in closeout no later than 4/30/2025.

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	TBD	4/1/2024

Exhibit B, Attachment 1 - Budget Display

**HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM
Budget Display
Area 12 Agency on Aging**

April 1, 2024 - March 31, 2025

STATE FISCAL YEAR 2023-2024 & 2024-2025

HICAP FUNDS	NOTES	PROJECT	PROGRAM BASELINE	BASELINE ADJUSTMENT	ONE-TIME ONLY	TOTAL	NET CHANGE
Reimbursements (Ins Fund)	a,b,c	HIRL	122,808	0	0	122,808	0
State HICAP Fund	a,b,c	HIHL	61,413	0	0	61,413	0
State HICAP Fund Augmentation	a,b,c	HIPL	57,318	0	0	57,318	0
Federal SHIP Funds	b,c	HIFL	80,788	0	0	80,788	0
STATE FISCAL YEAR 2023-2024 & 2024-2025			322,327	0	0	322,327	0

***The maximum allocation amount available for period April 1, 2024 - June 30, 2024**

Reimbursements (Ins Fund)	\$30,735
State HICAP Fund	\$15,370
State HICAP Fund Augmentation	\$13,327

- a FY 2024-25 State Funds will not be available until July 1 and/or upon enactment of the Budget Act which ever comes later.
- b The allocations are subject to change pending updated Medicare Beneficiary Population factor data.
- c State and Federal Funds must be expended by 3/31/25 and final expenditures reported in closeout no later than 4/30/2025.

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	TBD	4/1/2024

Exhibit B, Attachment 1 - Budget Display

**HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM
Budget Display
Seniors Council of Santa Cruz and San Benito Counties**

April 1, 2024 - March 31, 2025

STATE FISCAL YEAR 2023-2024 & 2024-2025

HICAP FUNDS	NOTES	PROJECT	PROGRAM BASELINE	BASELINE ADJUSTMENT	ONE-TIME ONLY	TOTAL	NET CHANGE
Reimbursements (Ins Fund)	a,b,c	HIRL	124,580	0	0	124,580	0
State HICAP Fund	a,b,c	HIHL	62,296	0	0	62,296	0
State HICAP Fund Augmentation	a,b,c	HIPL	57,318	0	0	57,318	0
Federal SHIP Funds	b,c	HIFL	84,158	0	0	84,158	0
STATE FISCAL YEAR 2023-2024 & 2024-2025			328,352	0	0	328,352	0

*The maximum allocation amount available for period April 1, 2024 - June 30, 2024	
Reimbursements (Ins Fund)	\$31,134
State HICAP Fund	\$15,568
State HICAP Fund Augmentation	\$13,327

- a FY 2024-25 State Funds will not be available until July 1 and/or upon enactment of the Budget Act which ever comes later.
- b The allocations are subject to change pending updated Medicare Beneficiary Population factor data.
- c State and Federal Funds must be expended by 3/31/25 and final expenditures reported in closeout no later than 4/30/2025.

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	TBD	4/1/2024

Exhibit B, Attachment 1 - Budget Display

**HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM
Budget Display
Fresno-Madera Area Agency on Aging**

April 1, 2024 - March 31, 2025
STATE FISCAL YEAR 2023-2024 & 2024-2025

HICAP FUNDS	NOTES	PROJECT	PROGRAM BASELINE	BASELINE ADJUSTMENT	ONE-TIME ONLY	TOTAL	NET CHANGE
Reimbursements (Ins Fund)	a,b,c	HIRL	136,609	0	0	136,609	0
State HICAP Fund	a,b,c	HIHL	68,300	0	0	68,300	0
State HICAP Fund Augmentation	a,b,c	HIPL	57,318	0	0	57,318	0
Federal SHIP Funds	b,c	HIFL	106,369	0	0	106,369	0
STATE FISCAL YEAR 2023-2024 & 2024-2025			368,596	0	0	368,596	0

***The maximum allocation amount available for period April 1, 2024 - June 30, 2024**

Reimbursements (Ins Fund)	\$34,197
State HICAP Fund	\$17,097
State HICAP Fund Augmentation	\$13,327

- a FY 2024-25 State Funds will not be available until July 1 and/or upon enactment of the Budget Act which ever comes later.
- b The allocations are subject to change pending updated Medicare Beneficiary Population factor data.
- c State and Federal Funds must be expended by 3/31/25 and final expenditures reported in closeout no later than 4/30/2025.

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	TBD	4/1/2024

**HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM
Budget Display
Kings/Tulare Area Agency on Aging**

April 1, 2024 - March 31, 2025
STATE FISCAL YEAR 2023-2024 & 2024-2025

HICAP FUNDS	NOTES	PROJECT	PROGRAM BASELINE	BASELINE ADJUSTMENT	ONE-TIME ONLY	TOTAL	NET CHANGE
Reimbursements (Ins Fund)	a,b,c	HIRL	126,722	0	0	126,722	0
State HICAP Fund	a,b,c	HIHL	63,367	0	0	63,367	0
State HICAP Fund Augmentation	a,b,c	HIPL	57,318	0	0	57,318	0
Federal SHIP Funds	b,c	HIFL	88,235	0	0	88,235	0
STATE FISCAL YEAR 2023-2024 & 2024-2025			335,642	0	0	335,642	0

***The maximum allocation amount available for period April 1, 2024 - June 30, 2024**

Reimbursements (Ins Fund)	\$31,699
State HICAP Fund	\$15,851
State HICAP Fund Augmentation	\$13,327

- a FY 2024-25 State Funds will not be available until July 1 and/or upon enactment of the Budget Act which ever comes later.
- b The allocations are subject to change pending updated Medicare Beneficiary Population factor data.
- c State and Federal Funds must be expended by 3/31/25 and final expenditures reported in closeout no later than 4/30/2025.

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	TBD	4/1/2024

**HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM
Budget Display
Central Coast Commission for Senior Citizens**

April 1, 2024 - March 31, 2025
STATE FISCAL YEAR 2023-2024 & 2024-2025

HICAP FUNDS	NOTES	PROJECT	PROGRAM BASELINE	BASELINE ADJUSTMENT	ONE-TIME ONLY	TOTAL	NET CHANGE
Reimbursements (Ins Fund)	a,b,c	HIRL	133,869	0	0	133,869	0
State HICAP Fund	a,b,c	HIHL	66,934	0	0	66,934	0
State HICAP Fund Augmentation	a,b,c	HIPL	57,318	0	0	57,318	0
Federal SHIP Funds	b,c	HIFL	101,481	0	0	101,481	0
STATE FISCAL YEAR 2023-2024 & 2024-2025			359,602	0	0	359,602	0

***The maximum allocation amount available for period April 1, 2024 - June 30, 2024**

Reimbursements (Ins Fund)	\$33,466
State HICAP Fund	\$16,733
State HICAP Fund Augmentation	\$13,327

- a FY 2024-25 State Funds will not be available until July 1 and/or upon enactment of the Budget Act which ever comes later.
- b The allocations are subject to change pending updated Medicare Beneficiary Population factor data.
- c State and Federal Funds must be expended by 3/31/25 and final expenditures reported in closeout no later than 4/30/2025.

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	TBD	4/1/2024

Exhibit B, Attachment 1 - Budget Display

**HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM
Budget Display
Ventura County Human Services Agency, Area Agency on Aging**

April 1, 2024 - March 31, 2025

STATE FISCAL YEAR 2023-2024 & 2024-2025

HICAP FUNDS	NOTES	PROJECT	PROGRAM BASELINE	BASELINE ADJUSTMENT	ONE-TIME ONLY	TOTAL	NET CHANGE
Reimbursements (Ins Fund)	a.b.c	HIRL	134,852	0	0	134,852	0
State HICAP Fund	a.b.c	HIHL	67,428	0	0	67,428	0
State HICAP Fund Augmentation	a.b.c	HIPL	57,318	0	0	57,318	0
Federal SHIP Funds	b.c	HIFL	103,711	0	0	103,711	0
STATE FISCAL YEAR 2023-2024 & 2024-2025			363,309	0	0	363,309	0

***The maximum allocation amount available for period April 1, 2024 - June 30, 2024**

Reimbursements (Ins Fund)	\$33,674
State HICAP Fund	\$16,838
State HICAP Fund Augmentation	\$13,327

- a FY 2024-25 State Funds will not be available until July 1 and/or upon enactment of the Budget Act which ever comes later.
- b The allocations are subject to change pending updated Medicare Beneficiary Population factor data.
- c State and Federal Funds must be expended by 3/31/25 and final expenditures reported in closeout no later than 4/30/2025.

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	TBD	4/1/2024

Exhibit B, Attachment 1 - Budget Display

**HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM
Budget Display
County of Los Angeles, Aging, & Disabilities Department**

April 1, 2024 - March 31, 2025
STATE FISCAL YEAR 2023-2024 & 2024-2025

HICAP FUNDS	NOTES	PROJECT	PROGRAM BASELINE	BASELINE ADJUSTMENT	ONE-TIME ONLY	TOTAL	NET CHANGE
Reimbursements (Ins Fund)	a,b,c	HIRL	423,553	0	0	423,553	0
State HICAP Fund	a,b,c	HIHL	211,718	0	0	211,718	0
State HICAP Fund Augmentation	a,b,c	HIPL	57,317	0	0	57,317	0
Federal SHIP Funds	b,c	HIFL	270,625	0	0	270,625	0
STATE FISCAL YEAR 2023-2024 & 2024-2025			963,213	0	0	963,213	0

*The maximum allocation amount available for period April 1, 2024 - June 30, 2024	
Reimbursements (Ins Fund)	\$105,881
State HICAP Fund	\$52,926
State HICAP Fund Augmentation	\$13,327

- a FY 2024-25 State Funds will not be available until July 1 and/or upon enactment of the Budget Act which ever comes later.
- b The allocations are subject to change pending updated Medicare Beneficiary Population factor data.
- c State and Federal Funds must be expended by 3/31/25 and final expenditures reported in closeout no later than 4/30/2025.

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	TBD	4/1/2024

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

April 1, 2024 - March 31, 2025

STATE FISCAL YEAR 2023-2024 & 2024-2025

HICAP FUNDS	NOTES	PROJECT	PROGRAM BASELINE	BASELINE ADJUSTMENT	ONE-TIME ONLY	TOTAL	NET CHANGE
Reimbursements (Ins Fund)	a,b,c	HIRL	153,796	0	0	153,796	0
State HICAP Fund	a,b,c	HIHL	76,856	0	0	76,856	0
State HICAP Fund Augmentation	a,b,c	HIPL	57,318	0	0	57,318	0
Federal SHIP Funds	b,c	HIFL	135,675	0	0	135,675	0
STATE FISCAL YEAR 2023-2024 & 2024-2025			423,645	0	0	423,645	0

***The maximum allocation amount available for period April 1, 2024 - June 30, 2024**

Reimbursements (Ins Fund)	\$38,403
State HICAP Fund	\$19,191
State HICAP Fund Augmentation	\$13,327

- a FY 2024-25 State Funds will not be available until July 1 and/or upon enactment of the Budget Act which ever comes later.
- b The allocations are subject to change pending updated Medicare Beneficiary Population factor data.
- c State and Federal Funds must be expended by 3/31/25 and final expenditures reported in closeout no later than 4/30/2025.

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	TBD	4/1/2024

**HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM
Budget Display
Riverside County Office on Aging**

April 1, 2024 - March 31, 2025
STATE FISCAL YEAR 2023-2024 & 2024-2025

HICAP FUNDS	NOTES	PROJECT	PROGRAM BASELINE	BASELINE ADJUSTMENT	ONE-TIME ONLY	TOTAL	NET CHANGE
Reimbursements (Ins Fund)	a,b,c	HIRL	181,807	0	0	181,807	0
State HICAP Fund	a,b,c	HIHL	90,858	0	0	90,858	0
State HICAP Fund Augmentation	a,b,c	HIPL	57,318	0	0	57,318	0
Federal SHIP Funds	b,c	HIFL	154,835	0	0	154,835	0
STATE FISCAL YEAR 2023-2024 & 2024-2025			484,818	0	0	484,818	0

***The maximum allocation amount available for period April 1, 2024 - June 30, 2024**

Reimbursements (Ins Fund)	\$45,287
State HICAP Fund	\$22,632
State HICAP Fund Augmentation	\$13,327

- a FY 2024-25 State Funds will not be available until July 1 and/or upon enactment of the Budget Act which ever comes later.
- b The allocations are subject to change pending updated Medicare Beneficiary Population factor data.
- c State and Federal Funds must be expended by 3/31/25 and final expenditures reported in closeout no later than 4/30/2025.

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	TBD	4/1/2024

Exhibit B, Attachment 1 - Budget Display

**HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM
Budget Display
County of Orange Office on Aging**

April 1, 2024 - March 31, 2025
STATE FISCAL YEAR 2023-2024 & 2024-2025

HICAP FUNDS	NOTES	PROJECT	PROGRAM BASELINE	BASELINE ADJUSTMENT	ONE-TIME ONLY	TOTAL	NET CHANGE
Reimbursements (Ins Fund)	a,b,c	HIRL	268,775	0	0	268,775	0
State HICAP Fund	a,b,c	HIHL	134,338	0	0	134,338	0
State HICAP Fund Augmentation	a,b,c	HIPL	57,318	0	0	57,318	0
Federal SHIP Funds	b,c	HIFL	181,700	0	0	181,700	0
STATE FISCAL YEAR 2023-2024 & 2024-2025			642,131	0	0	642,131	0

*The maximum allocation amount available for period April 1, 2024 - June 30, 2024	
Reimbursements (Ins Fund)	\$66,879
State HICAP Fund	\$33,427
State HICAP Fund Augmentation	\$13,327

- a FY 2024-25 State Funds will not be available until July 1 and/or upon enactment of the Budget Act which ever comes later.
- b The allocations are subject to change pending updated Medicare Beneficiary Population factor data.
- c State and Federal Funds must be expended by 3/31/25 and final expenditures reported in closeout no later than 4/30/2025.

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	TBD	4/1/2024

Exhibit B, Attachment 1 - Budget Display

**HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM
Budget Display
County of San Diego**

April 1, 2024 - March 31, 2025
STATE FISCAL YEAR 2023-2024 & 2024-2025

HICAP FUNDS	NOTES	PROJECT	PROGRAM BASELINE	BASELINE ADJUSTMENT	ONE-TIME ONLY	TOTAL	NET CHANGE
Reimbursements (Ins Fund)	a,b,c	HIRL	309,480	0	0	309,480	0
State HICAP Fund	a,b,c	HIHL	154,677	0	0	154,677	0
State HICAP Fund Augmentation	a,b,c	HIPL	57,317	0	0	57,317	0
Federal SHIP Funds	b,c	HIFL	192,834	0	0	192,834	0
STATE FISCAL YEAR 2023-2024 & 2024-2025			714,308	0	0	714,308	0

***The maximum allocation amount available for period April 1, 2024 - June 30, 2024**

Reimbursements (Ins Fund)	\$77,279
State HICAP Fund	\$38,624
State HICAP Fund Augmentation	\$13,327

- a FY 2024-25 State Funds will not be available until July 1 and/or upon enactment of the Budget Act which ever comes later.
- b The allocations are subject to change pending updated Medicare Beneficiary Population factor data.
- c State and Federal Funds must be expended by 3/31/25 and final expenditures reported in closeout no later than 4/30/2025.

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		4/1/2024

Exhibit B, Attachment 1 - Budget Display

**HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM
Budget Display
City of Los Angeles Department of Aging**

April 1, 2024 - March 31, 2025

STATE FISCAL YEAR 2023-2024 & 2024-2025

HICAP FUNDS	NOTES	PROJECT	PROGRAM BASELINE	BASELINE ADJUSTMENT	ONE-TIME ONLY	TOTAL	NET CHANGE
Reimbursements (Ins Fund)	a,b,c	HIRL	280,281	0	0	280,281	0
State HICAP Fund	a,b,c	HIHL	140,093	0	0	140,093	0
State HICAP Fund Augmentation	a,b,c	HIPL	57,317	0	0	57,317	0
Federal SHIP Funds	b,c	HIFL	189,143	0	0	189,143	0
STATE FISCAL YEAR 2023-2024 & 2024-2025			666,834	0	0	666,834	0

*The maximum allocation amount available for period April 1, 2024 - June 30, 2024	
Reimbursements (Ins Fund)	\$70,066
State HICAP Fund	\$35,021
State HICAP Fund Augmentation	\$13,327

- a FY 2024-25 State Funds will not be available until July 1 and/or upon enactment of the Budget Act which ever comes later.
- b The allocations are subject to change pending updated Medicare Beneficiary Population factor data.
- c State and Federal Funds must be expended by 3/31/25 and final expenditures reported in closeout no later than 4/30/2025.

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		4/1/2024

Exhibit B, Attachment 1 - Budget Display

**HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM
Budget Display
County of Sonoma Human Services Department**

April 1, 2024 - March 31, 2025

STATE FISCAL YEAR 2023-2024 & 2024-2025

HICAP FUNDS	NOTES	PROJECT	PROGRAM BASELINE	BASELINE ADJUSTMENT	ONE-TIME ONLY	TOTAL	NET CHANGE
Reimbursements (Ins Fund)	a,b,c	HIRL	199,823	0	0	199,823	0
State HICAP Fund	a,b,c	HIHL	99,867	0	0	99,867	0
State HICAP Fund Augmentation	a,b,c	HIPL	57,318	0	0	57,318	0
Federal SHIP Funds	b,c	HIFL	137,529	0	0	137,529	0
STATE FISCAL YEAR 2023-2024 & 2024-2025			494,537	0	0	494,537	0

*The maximum allocation amount available for period April 1, 2024 - June 30, 2024	
Reimbursements (Ins Fund)	\$50,100
State HICAP Fund	\$25,039
State HICAP Fund Augmentation	\$13,327

- a FY 2024-25 State Funds will not be available until July 1 and/or upon enactment of the Budget Act which ever comes later.
- b The allocations are subject to change pending updated Medicare Beneficiary Population factor data.
- c State and Federal Funds must be expended by 3/31/25 and final expenditures reported in closeout no later than 4/30/2025.

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	TBD	4/1/2024

**HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM
Budget Display
Stanislaus County Dept of Aging and Veterans Services**

April 1, 2024 - March 31, 2025

STATE FISCAL YEAR 2023-2024 & 2024-2025

HICAP FUNDS	NOTES	PROJECT	PROGRAM BASELINE	BASELINE ADJUSTMENT	ONE-TIME ONLY	TOTAL	NET CHANGE
Reimbursements (Ins Fund)	a,b,c	HIRL	127,310	0	0	127,310	0
State HICAP Fund	a,b,c	HIHL	63,663	0	0	63,663	0
State HICAP Fund Augmentation	a,b,c	HIPL	57,318	0	0	57,318	0
Federal SHIP Funds	b,c	HIFL	89,358	0	0	89,358	0
STATE FISCAL YEAR 2023-2024 & 2024-2025			337,649	0	0	337,649	0

***The maximum allocation amount available for period April 1, 2024 - June 30, 2024**

Reimbursements (Ins Fund)	\$31,859
State HICAP Fund	\$15,931
State HICAP Fund Augmentation	\$13,327

- a FY 2024-25 State Funds will not be available until July 1 and/or upon enactment of the Budget Act which ever comes later.
- b The allocations are subject to change pending updated Medicare Beneficiary Population factor data.
- c State and Federal Funds must be expended by 3/31/25 and final expenditures reported in closeout no later than 4/30/2025.

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	TBD	4/1/2024

Exhibit B, Attachment 1 - Budget Display

**HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM
Budget Display
Merced County Area Agency on Aging**

April 1, 2024 - March 31, 2025
STATE FISCAL YEAR 2023-2024 & 2024-2025

HICAP FUNDS	NOTES	PROJECT	PROGRAM BASELINE	BASELINE ADJUSTMENT	ONE-TIME ONLY	TOTAL	NET CHANGE
Reimbursements (Ins Fund)	a,b,c	HIRL	121,940	0	0	121,940	0
State HICAP Fund	a,b,c	HIHL	60,978	0	0	60,978	0
State HICAP Fund Augmentation	a,b,c	HIPL	57,318	0	0	57,318	0
Federal SHIP Funds	b,c	HIFL	79,137	0	0	79,137	0
STATE FISCAL YEAR 2023-2024 & 2024-2025			319,373	0	0	319,373	0

*The maximum allocation amount available for period April 1, 2024 - June 30, 2024	
Reimbursements (Ins Fund)	\$30,493
State HICAP Fund	\$15,248
State HICAP Fund Augmentation	\$13,327

- a FY 2024-25 State Funds will not be available until July 1 and/or upon enactment of the Budget Act which ever comes later.
- b The allocations are subject to change pending updated Medicare Beneficiary Population factor data.
- c State and Federal Funds must be expended by 3/31/25 and final expenditures reported in closeout no later than 4/30/2025.

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	TBD	4/1/2024

Exhibit B, Attachment 1 - Budget Display

Page 1 of 1

**HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM
Budget Display
County of Monterey**

April 1, 2024 - March 31, 2025
STATE FISCAL YEAR 2023-2024 & 2024-2025

HICAP FUNDS	NOTES	PROJECT	PROGRAM BASELINE	BASELINE ADJUSTMENT	ONE-TIME ONLY	TOTAL	NET CHANGE
Reimbursements (Ins Fund)	a,b,c	HIRL	125,189	0	0	125,189	0
State HICAP Fund	a,b,c	HIHL	62,602	0	0	62,602	0
State HICAP Fund Augmentation	a,b,c	HIPL	57,318	0	0	53,308	0
Federal SHIP Funds	b,c	HIFL	85,321	0	0	85,321	0
STATE FISCAL YEAR 2023-2024 & 2024-2025			330,430	0	0	326,420	0

***The maximum allocation amount available for period April 1, 2024 - June 30, 2024**

Reimbursements (Ins Fund)	\$31,293
State HICAP Fund	\$15,648
State HICAP Fund Augmentation	\$13,327

- a FY 2024-25 State Funds will not be available until July 1 and/or upon enactment of the Budget Act which ever comes later.
- b The allocations are subject to change pending updated Medicare Beneficiary Population factor data.
- c State and Federal Funds must be expended by 3/31/25 and final expenditures reported in closeout no later than 4/30/2025.

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	TBD	4/1/2024

**HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM
Budget Display
County of Kern, Aging and Adult Services Department**

April 1, 2024 - March 31, 2025

STATE FISCAL YEAR 2023-2024 & 2024-2025

HICAP FUNDS	NOTES	PROJECT	PROGRAM BASELINE	BASELINE ADJUSTMENT	ONE-TIME ONLY	TOTAL	NET CHANGE
Reimbursements (Ins Fund)	a,b,c	HIRL	131,032	0	0	131,032	0
State HICAP Fund	a,b,c	HIHL	65,521	0	0	65,521	0
State HICAP Fund Augmentation	a,b,c	HIPL	57,318	0	0	57,318	0
Federal SHIP Funds	b,c	HIFL	96,443	0	0	96,443	0
STATE FISCAL YEAR 2023-2024 & 2024-2025			350,314	0	0	350,314	0

*The maximum allocation amount available for period April 1, 2024 - June 30, 2024	
Reimbursements (Ins Fund)	\$32,772
State HICAP Fund	\$16,387
State HICAP Fund Augmentation	\$13,327

- a FY 2024-25 State Funds will not be available until July 1 and/or upon enactment of the Budget Act which ever comes later.
- b The allocations are subject to change pending updated Medicare Beneficiary Population factor data.
- c State and Federal Funds must be expended by 3/31/25 and final expenditures reported in closeout no later than 4/30/2025.

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	TBD	4/1/2024

HICAP Payment Method Request

Contract No: HI-2425-XX

Area Agencies on Aging (AAA) may request to receive their montly payments via expenditure reimbursement or via an advance payment method. By completing this form, the AAA certifies the following: either

1. the AAA has sufficient operating cash resources available to support Programmatic and Administrative activity to maintain a reimbursement payment method.
2. or the AAA has demonstrated a cash-flow deficiency and requires an initial advance payment at the start of the contract to support the continuation of Programmatic and Administrative activity. The remaining monthly disbursements will be based on actual expenditures.

The AAA must continue to receive payment in the chosen method for the entirety of the contract.

The AAA signature provided on the signature page of this budget certifies the selection and if applicable, the justification below.

Payment Method:

Justification (For Advance Only): Please demonstrate the anticipated cash-flow deficiency and how that will adversely impact the continuation of Programmatic and Administrative services. Please include supporting details and other solutions that the AAA has explored.

I hereby certify to the best of my knowledge and belief that the above justification is accurate:

<i>Signature of AAA Director:</i>	<i>Printed Name:</i>	<i>Date:</i>
>	Kelly Dearman	

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Signature Document

AREA AGENCY ON AGING: City & County of San Francisco

BUDGET PERIOD: April 1, 2024 - March 31, 2025

PSA NO: 6

DATE: Feb. 16, 2024

I hereby certify to the best of my knowledge and belief that the Financial Budget Report is accurate.

Signature of Area Agency Director:

Printed Name:

Date:

>

Kelly Dearman

FOR STATE USE ONLY

Local Finance Bureau Analyst:

Date:

Local Finance Bureau Manager:

Date:

>

>

[For questions or accessibility assistance with this financial document, please contact Finance@aging.ca.gov.](mailto:Finance@aging.ca.gov)

HICAP BUDGET SUMMARY

HI-2425-6

Budget Period: 4/1/2024 - 3/31/2025	[X] ORIGINAL [] REVISION #	Submission Date:	Feb. 16, 2024	PSA NO: 6		
COST CATEGORY	Federal Funds	State Funds			Local Funds	TOTAL FUNDS
AAA Administration	HICAP Federal (12 Mo)	HICAP Reimb. Admin	HICAP Fund Admin	HICAP Fund Augmentation	Other Funds	TOTAL
Personnel						0
Operating Expenses						0
Indirect Admin						0
HICAP AAA ADMINISTRATION	0	0	0		0	0
HICAP PROGRAM	HICAP Federal (12 Mo)	HICAP Reimb.	HICAP Fund	HICAP Fund Augmentation	Program Income / Other Funds	TOTAL
Direct Services						0
Direct Volunteer Coordinator (Augmentation Funding ONLY)				0		0
Subcontractor Subrecipient Services	101,755	139,957	127,243	0	0	368,955
TOTAL HICAP PROGRAM	101,755	139,957	127,243	0	0	368,955
TOTAL FY 2122-23, FY 2123-24 HICAP BUDGET	101,755	139,957	127,243	0	0	368,955
GRAND TOTAL HICAP BUDGET	101,755	139,957	127,243	0	0	368,955

AAA Allocation Distribution Request from Amounts Above for LoFRS Input (See April - June Maximums on Budget Displays)	AAA Administration	HICAP Program
Reimbursements (Ins Fund)		
State HICAP Fund		
State HICAP Fund Augmentation		

HICAP Legal Representation Services are provided:
 [W&I Code, Section 9541 (c) (3)]

Amount Budgeted: \$ _____

Federally Approved Indirect Cost Rate(s): _____

FOR STATE USE ONLY		
Local Finance Bureau Analyst:	Local Finance Bureau Manager	DATE

AAA HICAP ADMINISTRATION BUDGET

HI-2425-6			
Budget Period: 4/1/2024 - 3/31/2025	[X] ORIGINAL [] REVISION #	Submission Date: Feb. 16, 2024	PSA NO: 6
PERSONNEL		Salaries & Wages	
Position Classification:	Annual FTE Wage Rate	FTE % of Time Worked	TOTAL
			0
			0
			0
			0
			0
			0
			0
			0
			0
TOTAL SALARIES & WAGES			0
STAFF BENEFITS			
TOTAL PERSONNEL			0
OPERATING EXPENSES		TOTAL	
Rent:			
Equipment			
Property/Equipment with per unit cost of \$5,000 or more *		(These items require CDA approval, and must be itemized on Page 6)	
Supplies			
Travel	Description: there		
Other Operating Expenses (List below):			
TOTAL OPERATING EXPENSES			0
INDIRECT COSTS			
TOTAL AAA ADMINISTRATION			0

*All Equipment with a per unit price of \$5,000 or more as well as items specified in Exhibit D, Article VII.
 For questions or accessibility assistance with this financial document, please contact Finance@aging.ca.gov.

HICAP Volunteer Coordinator (Fund Augmentation)

HI-2425-6	
Budget Period: 4/1/2024 - 3/31/2025	[X] ORIGINAL [] REVISION #
Submission Date: Feb. 16, 2024	PSA NO: 6
DIRECT SERVICES	Salaries & Wages
Position Classification:	Annual FTE Wage Rate
Volunteer Coordinator (Augmented Funding only)	FTE % of Time Worked (Total must equal 100%)
Volunteer Coordinator (Augmented Funding only)	
	TOTAL SALARIES & WAGES
	STAFF BENEFITS
	TOTAL PERSONNEL
	INDIRECT COSTS
	TOTAL VOLUNTEER COORDINATOR (Direct)
SUBCONTRACTED SERVICES	Salaries & Wages
Position Classification:	Annual FTE Wage Rate
Volunteer Coordinator (Augmented Funding only)	FTE % of Time Worked (Total must equal 100%)
Volunteer Coordinator (Augmented Funding only)	
	TOTAL SALARIES & WAGES
	STAFF BENEFITS
	TOTAL PERSONNEL
	INDIRECT COSTS
	TOTAL VOLUNTEER COORDINATOR (Subcontracted)

For questions or accessibility assistance with this financial document, please contact Finance@aging.ca.gov.

TOTAL

0
0
0
0
0
0

TOTAL

0
0
0
0
0
0

HICAP SUBCONTRACTOR SERVICES SCHEDULE

HI-2425-6					
Budget Period: 4/1/2024 - 3/31/2025	<input checked="" type="checkbox"/> ORIGINAL <input type="checkbox"/> REVISION #	Submission Date: Feb. 16, 2024	PSA NO: 6		
	HICAP Federal Funds 12 Month	HICAP Reimbursement 12 Month	HICAP Fund 12 Month	Program Income and Other Local Funds	TOTAL CONTRACTED SERVICES
SubContractor Info:					
Name: Self Help for the Elderly	101,755	139,957	127,243		368,955
Address: 731 Sansome St. #100 San Francisco, CA 04111					
Telephone: (415) 677-7600					
Contact Person: Lenny Nair: (415)677-7682, lennyn@selfhelpelderly.org					
Name:					0
Address:					
Telephone:					
Contact Person:					
Name:					0
Address:					
Telephone:					
Contact Person:					
Name:					0
Address:					
Telephone:					
Contact Person:					
Name:					0
Address:					
Telephone:					
Contact Person:					
TOTAL HICAP CONTRACTED SERVICES	12 MONTH FED. 101,755	HICAP REIMB. 139,957	HICAP FUND 127,243	LOCAL FUNDS 0	TOTAL 368,955

Budget Contracted expenses from all funding sources

For questions or accessibility assistance with this financial document, please contact Finance@aging.ca.gov.



HICAP PROPERTY/EQUIPMENT BUDGETED

Budget Period: 4/1/2024 - 3/31/2025		HI-2425-6		Submission Date: Feb. 16, 2024		PSA NO: 6	
		<input checked="" type="checkbox"/> ORIGINAL <input type="checkbox"/> REVISION #					
ITEM DESCRIPTION	EXPECTED ACQUIRE DATE	Purpose/Justification	Qty	Per Unit Cost	FUNDING USED <small>Select from dropdown</small>	HICAP COST	
AAA ADMIN EQUIPMENT		List all Property/Equipment with a per unit cost of \$5,000 or more *					
					None		
					None		
					None		
					None		
					None		
AAA ADMINISTRATION - EQUIPMENT BUDGETED TOTAL						0	
AAA DIRECT PROGRAM EQUIPMENT		List all Property/Equipment with a per unit cost of \$5,000 or more *					
					None		
					None		
					None		
					None		
					None		
					None		
					None		
AAA DIRECT PROGRAM - EQUIPMENT BUDGETED TOTAL						0	
TOTAL AAA EQUIPMENT BUDGETED						0	
SUBRECIPIENT EQUIPMENT		List all Property/Equipment with a per unit cost of \$5,000 or more *					
					None		
					None		
					None		
					None		
					None		
					None		
SUBRECIPIENT CONTRACTOR EQUIPMENT BUDGETED TOTAL						0	
TOTAL EQUIPMENT PURCHASES BUDGETED						0	

For questions or accessibility assistance with this financial document, please contact Finance@aging.ca.gov.

*List all Equipment with a per unit price of \$5,000 or more as well as items specified in Exhibit D, Article VII. These items requires departmental pre-approval.

HICAP Payment Method Request

Contract No: HI-2425-XX

Area Agencies on Aging (AAA) may request to receive their monthly payments via expenditure reimbursement or via an advance payment method. By completing this form, the AAA certifies the following: either

1. the AAA has sufficient operating cash resources available to support Programmatic and Administrative activity to maintain a reimbursement payment method.
2. or the AAA has demonstrated a cash-flow deficiency and requires an initial advance payment at the start of the contract to support the continuation of Programmatic and Administrative activity. The remaining monthly disbursements will be based on actual expenditures.

The AAA must continue to receive payment in the chosen method for the entirety of the contract.

The AAA signature provided on the signature page of this budget certifies the selection and if applicable, the justification below.

Payment Method:

Justification (For Advance Only):

Please demonstrate the anticipated cash-flow deficiency and how that will adversely impact the continuation of Programmatic and Administrative services. Please include supporting details and other solutions that the AAA has explored.

I hereby certify to the best of my knowledge and belief that the above justification is accurate:

Signature of AAA Director:

Printed Name:

Date:

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[For questions or accessibility assistance with this financial document, please contact Finance@aging.ca.gov.](mailto:Finance@aging.ca.gov)

Signature Document

AREA AGENCY ON AGING:

BUDGET PERIOD: April 1, 2024 - March 31, 2025

PSA NO:

DATE:

I hereby certify to the best of my knowledge and belief that the Financial Budget Report is accurate.

Signature of Area Agency Director:

Printed Name:

Date:

>

>

FOR STATE USE ONLY

Local Finance Bureau Analyst:

Date:

Local Finance Bureau Manager:

Date:

>

>

[For questions or accessibility assistance with this financial document, please contact Finance@aging.ca.gov.](mailto:Finance@aging.ca.gov)

HICAP BUDGET SUMMARY

HI-2425-

Budget Period: 4/1/2024 - 3/31/2025	[] ORIGINAL [] REVISION #		Submission Date:	1/0/00	PSA NO:	
COST CATEGORY	Federal Funds	State Funds			Local Funds	TOTAL FUNDS
AAA Administration	HICAP Federal (12 Mo)	HICAP Reimb. Admin	HICAP Fund Admin	HICAP Fund Augmentation	Other Funds	TOTAL
Personnel						0
Operating Expenses						0
Indirect Admin						0
HICAP AAA ADMINISTRATION	0	0	0		0	0
HICAP PROGRAM	HICAP Federal (12 Mo)	HICAP Reimb.	HICAP Fund	HICAP Fund Augmentation	Program Income / Other Funds	TOTAL
Direct Services						0
Direct Volunteer Coordinator (Augmentation Funding ONLY)				0		0
Subcontractor Subrecipient Services	0	0	0	0	0	0
TOTAL HICAP PROGRAM	0	0	0	0	0	0
TOTAL FY 2122-23, FY 2123-24 HICAP BUDGET	0	0	0	0	0	0
GRAND TOTAL HICAP BUDGET	0	0	0	0	0	0

AAA Allocation Distribution Request from Amounts Above for LoFRS Input (See April - June Maximums on Budget Displays)	AAA Administration	HICAP Program
Reimbursements (Ins Fund)		
State HICAP Fund		
State HICAP Fund Augmentation		

HICAP Legal Representation Services are provided:
 [W&I Code, Section 9541 (c) (3)]

Amount Budgeted: \$ _____

Federally Approved Indirect Cost Rate(s): _____

FOR STATE USE ONLY		
Local Finance Bureau Analyst:	Local Finance Bureau Manager	DATE
>	>	

AAA HICAP ADMINISTRATION BUDGET

HI-2425-			
Budget Period: 4/1/2024 - 3/31/2025	<input type="checkbox"/> ORIGINAL <input type="checkbox"/> REVISION #	Submission Date: 1/0/1900	PSA NO:
PERSONNEL		Salaries & Wages	
Position Classification:	Annual FTE Wage Rate	FTE % of Time Worked	TOTAL
			0
			0
			0
			0
			0
			0
			0
			0
			0
			0
TOTAL SALARIES & WAGES			0
STAFF BENEFITS			
TOTAL PERSONNEL			0
OPERATING EXPENSES			TOTAL
Rent:			
Equipment			
Property/Equipment with per unit cost of \$5,000 or more * (These items require CDA approval, and must be itemized on Page 6)			
Supplies			
Travel Description: there			
Other Operating Expenses (List below):			
TOTAL OPERATING EXPENSES			0
INDIRECT COSTS			
TOTAL AAA ADMINISTRATION			0

*All Equipment with a per unit price of \$5,000 or more as well as items specified in Exhibit D, Article VII.
 For questions or accessibility assistance with this financial document, please contact Finance@aging.ca.gov.

HICAP Volunteer Coordinator (Fund Augmentation)

HI-2425-	
Budget Period: 4/1/2024 - 3/31/2025	[] ORIGINAL [] REVISION #
Submission Date: 1/0/1900	PSA NO:
DIRECT SERVICES	Salaries & Wages
Position Classification:	Annual FTE Wage Rate
Volunteer Coordinator (Augmented Funding only)	FTE % of Time Worked (Total must equal 100%)
Volunteer Coordinator (Augmented Funding only)	
	TOTAL SALARIES & WAGES
	STAFF BENEFITS
	TOTAL PERSONNEL
	INDIRECT COSTS
	TOTAL VOLUNTEER COORDINATOR (Direct)
SUBCONTRACTED SERVICES	Salaries & Wages
Position Classification:	Annual FTE Wage Rate
Volunteer Coordinator (Augmented Funding only)	FTE % of Time Worked (Total must equal 100%)
Volunteer Coordinator (Augmented Funding only)	
	TOTAL SALARIES & WAGES
	STAFF BENEFITS
	TOTAL PERSONNEL
	INDIRECT COSTS
	TOTAL VOLUNTEER COORDINATOR (Subcontracted)

For questions or accessibility assistance with this financial document, please contact Finance@aging.ca.gov.

TOTAL

0
0
0
0
0

TOTAL

0
0
0
0
0

HICAP SUBCONTRACTOR SERVICES SCHEDULE

HI-2425-					
Budget Period: 4/1/2024 - 3/31/2025	<input type="checkbox"/> ORIGINAL <input type="checkbox"/> REVISION #	Submission Date: 1/0/1900	PSA NO:		
SubContractor Info:	HICAP Federal Funds 12 Month	HICAP Reimbursement 12 Month	HICAP Fund 12 Month	Program Income and Other Local Funds	TOTAL CONTRACTED SERVICES
Name:					0
Address:					
Telephone:					
Contact Person:					
Name:					0
Address:					
Telephone:					
Contact Person:					
Name:					0
Address:					
Telephone:					
Contact Person:					
Name:					0
Address:					
Telephone:					
Contact Person:					
Name:					0
Address:					
Telephone:					
Contact Person:					
TOTAL HICAP CONTRACTED SERVICES	12 MONTH FED. 0	HICAP REIMB. 0	HICAP FUND 0	LOCAL FUNDS 0	TOTAL 0

Budget Contracted expenses from all funding sources

For questions or accessibility assistance with this financial document, please contact Finance@aging.ca.gov.



HICAP PROPERTY/EQUIPMENT BUDGETED

Budget Period: 4/1/2024 - 3/31/2025		HI-2425- <input type="checkbox"/> ORIGINAL <input type="checkbox"/> REVISION #		Submission Date: 1/0/1900		PSA NO:	
ITEM DESCRIPTION	EXPECTED ACQUIRE DATE	Purpose/Justification	Qty	Per Unit Cost	FUNDING USED Select from dropdown	HICAP COST	
AAA ADMIN EQUIPMENT		List all Property/Equipment with a per unit cost of \$5,000 or more *					
					None		
					None		
					None		
					None		
					None		
AAA ADMINISTRATION - EQUIPMENT BUDGETED TOTAL							0
AAA DIRECT PROGRAM EQUIPMENT		List all Property/Equipment with a per unit cost of \$5,000 or more *					
					None		
					None		
					None		
					None		
					None		
					None		
					None		
					None		
AAA DIRECT PROGRAM - EQUIPMENT BUDGETED TOTAL							0
TOTAL AAA EQUIPMENT BUDGETED							0
SUBRECIPIENT EQUIPMENT		List all Property/Equipment with a per unit cost of \$5,000 or more *					
					None		
					None		
					None		
					None		
					None		
					None		
					None		
SUBRECIPIENT CONTRACTOR EQUIPMENT BUDGETED TOTAL							0
TOTAL EQUIPMENT PURCHASES BUDGETED							0

For questions or accessibility assistance with this financial document, please contact Finance@aging.ca.gov.

*List all Equipment with a per unit price of \$5,000 or more as well as items specified in Exhibit D, Article VII. These items requires departmental pre-approval.

Instructions for Completing the HICAP Budget (CDA 229)

BUDGET STRUCTURE:

This form allows for the budgeting of HICAP Federal Funds and the State Funds, as identified in the PM and contract Budget Display. The structure is as follows:

HICAP BUDGET SUMMARY PAGE

- Summarizes the distribution of budgeted costs to HICAP Federal, State HICAP Reimbursement, State HICAP Fund, State HICAP Augmentation Fund and Program Income/Local Funds for following budget period:
 - 12 Month Budget Period (April 1, 2024 – March 31, 2025)
 - **Include full 12-month allocation from budget display on budget summary and budget support pages.**
- Maximum Allocations Box (Refer to the state fund amounts on the budget display)
 - Enter the state fund amounts to be spent in administration and program for the first three months, up to the maximum on the budget display
 - i.e. Maximum for State HICAP Fund per budget display is \$10,000
 - Example Entry: Administration = \$500 Program = \$9,500
 - **Include these amounts as part of the overall 12 Month Budget.** These entries will only be used for allocations in the LoFRS to ensure proper reporting and disbursements for the April – June period.

HICAP BUDGET DETAIL PAGES

- AAA Admin page budgets line item detail for all Federal, State and Local funding sources
- AAA Direct page budgets line item detail for all Federal, State and Local funding sources with the exception of HICAP Augmentation Funded costs.
- Volunteer Coordinator page budgets line item detail for HICAP Augmentation funding only, for both Direct and Subcontracted Services
- Subcontracted Services page identifies 12 Month Subrecipient budget summary for all funding sources with the exception of HICAP Augmentation Funded costs.
- HICAP PROPERTY/EQUIPMENT page requires justification for budgeted Property/Equipment with a per unit price of \$5,000 or more as well as items specified in Exhibit D, Article VII.

FORM COMPLETION - GENERAL

- ***Signature page info will automatically carry forward to all headers on all pages***
- Complete all cost detail pages before entering funding on the Budget Summary page
- Yellow highlighted cells are locked and contain formula
- ***Column and row totals will auto-sum***
- ENTER WHOLE NUMBERS ONLY

STATE OF CALIFORNIA
DEPARTMENT OF AGING
HICAP BUDGET INSTRUCTIONS
CDA 229i (REV 11/2023)

AAA HICAP ADMINISTRATION PAGE (detail)

Enter the following information for the budget period

PERSONNEL

- Position Classification - List each position performing AAA HICAP Admin functions
 - Enter Annual Wage Rate (based on FTE) for the position
 - Enter FTE Percent of Time Devoted to the position
- SALARIES & WAGES TOTAL will auto-calculate**
- Enter Staff Benefits
- TOTAL PERSONNEL will auto-calculate**

OPERATING EXPENSES

Rent

- Enter **Total Rent**

Equipment

- Enter Total for AAA Admin Property/Equipment with per unit cost of \$5,000 or more, as well as items specified in Exhibit D, Article VII
- **Justification and Equipment Details must be submitted with the budget packet on a [CDA 7037](mailto:finance@aging.ca.gov) to finance@aging.ca.gov for approval.**

Supplies – Enter total Supplies costs, to include items not meeting the Exhibit D, Article VII threshold

Travel – Enter description and total Travel costs

Other Operating Expenses - List “Other” operating expenses and Total amounts

Total Operating Expenses will auto-calculate

Indirect Costs - Enter Indirect Costs attributed to Admin Services

Total AAA Administration will auto-calculate

AAA HICAP DIRECT SERVICES PAGE (detail)

For Direct Services - Repeat AAA Administration page instructions from above for EACH budget period

HICAP VOLUNTEER COORDINATOR – AUGMENTED FUNDING PAGE (detail)

Enter the following information for the budget period

DIRECT SERVICES

For Volunteer Coordinator position(s) funded with HICAP Augmentation Funds:

- Enter Annual Wage Rate (based on FTE) for the position
- Enter FTE Percent of Time Devoted to the position
- Two lines (optional) have been made available for the position
 - Total FTE for the position(s) must equal at least 100%

SALARIES & WAGES TOTAL will auto-calculate

- Enter Staff Benefits

TOTAL PERSONNEL will auto-calculate

- Enter Indirect Costs

TOTAL VOLUNTEER COORDINATOR (Direct) will auto-calculate

Totals for Volunteer Coordinator (Direct) will autofill to HICAP SUMMARY page

STATE OF CALIFORNIA
DEPARTMENT OF AGING
HICAP BUDGET INSTRUCTIONS
CDA 229i (REV 11/2023)

SUBCONTRACTED SERVICES

Repeat instructions from above for Subcontracted Volunteer Coordinator costs
Totals for Volunteer Coordinator (Subcontracted) will autofill to HICAP SUMMARY page

HICAP SUBCONTRACTOR SUBRECIPIENT SERVICES PAGE

Enter the following information for the budget period

- Enter the following from left to right for *each* HICAP Subcontractor:
 - Subcontractor Info (name, address, telephone number, and contact person)
 - The amounts budgeted for:
 - HICAP Federal Funds
 - HICAP Reimbursement
 - HICAP Fund
 - Program Income and Other Local Funds

TOTAL HICAP CONTRACTED SERVICES will auto-calculate
Totals will autofill to HICAP SUMMARY page

HICAP PROPERTY/EQUIPMENT PAGE

Enter the following information for the budget period

For HICAP AAA Admin, AAA HICAP Direct Program and Subrecipient Services enter the following information for all Property/Equipment with per unit cost of \$5,000 or more, as well as items specified in Exhibit D, Article VII *:

- Item Description
- Expected acquire date
- Purpose or use for the property to include justification of need
- Per unit price
- Funding used for the purchase of the property
 - Use drop down box to select fund source
 - Use multiple lines if funded from more than one fund source
- Total HICAP Cost per fund source

HICAP BUDGET SUMMARY PAGE

HEADER - Enter header info listed below (will automatically carry forward to all pages). *All other header information will auto-fill from the signature page.*

- Select Original or Budget Revision and #

Enter the following information for the budget period

FUNDED COST AMOUNTS

- Enter the funding distribution for HICAP AAA Administration
- Enter funding distribution for HICAP Program Direct Services page costs.
- *HICAP Augmentation funds will auto-fill.*
- *Subcontractor Subrecipient Services will auto-fill*

STATE OF CALIFORNIA
DEPARTMENT OF AGING
HICAP BUDGET INSTRUCTIONS
CDA 229i (REV 11/2023)

HICAP BUDGET SUMMARY PAGE continued

- Program Income may only be budgeted under Direct and/or Contractor Services
- Program Income shall not be used to fund AAA Administration
- Contractor Administration shall be no more than ten percent (10%) of the total program allocation
- If HICAP Legal Representation Services are budgeted with federal dollars, check "Yes" at the bottom of Page
 - Enter amount budgeted
- Enter Payment Method
- Enter Federally Approved Cost Rate(s) if claiming in excess of 10%

Budget Submission

Email the completed budget, in excel format, to finance@aging.ca.gov by the due date identified in the Program Memo.

Email Subject line Naming Convention:

- In the email subject line, identify your PSA_## (first), Program, FY, and process (Orig Budget, Revision Number if applicable).
 - e.g. PSA 34 HICAP FY 2425 Orig Budget



All documents listed are required to be submitted and approved in order to execute your Agreement or Amendment (contract).

SECTION A

- All documents must identify the Contractor's legal name exactly as shown on the Standard Agreement or Amendment (STD. 213 or 213A)
 - Each Agreement package must be complete by itself. For example, if you have more than one contract with the California Department of Aging (CDA) you may have one Insurance Certificate to cover all contracts, but must include a copy of the Certificate in each contract package you return to CDA)
 - **Return Section A documents to:**
 - California Department of Aging
 - Attn: Contract Analyst
 - 2880 Gateway Oaks Drive, Suite 200
 - Sacramento, CA 95833
- Four Standard Agreements or Amendments (STD. 213 or 213A)** – Print and sign four copies of the Standard Agreement or Amendment (STD. 213 or 213A) with **original signatures** (blue ink is preferable). Signature stamps will not be accepted. Scanned signatures will not be accepted.
- Board Resolution or Meeting Minutes** authorizing execution of this Standard Agreement (Contract) – The correct contract number(s) must be referenced in the Resolution or signed Meeting Minutes. If the Resolution or Meeting Minutes do not also authorize the signing of Amendments, another Resolution or Meeting Minutes will be needed to amend this Contract. If Meeting Minutes are submitted, they must be signed as approved or the following month's Meeting Minutes must be submitted indicating the previous Meeting Minutes were approved.
- Public Entity – A signed Resolution from the Board of Supervisors or equivalent governing body is required
 - Nonprofit Entity – A signed Resolution from the Board of Directors is required
- California Civil Rights Law Certification (CDA 9026)** – A signed copy must be returned. Resubmission of this document is not required for amendments.
- Information Integrity and Security Statement (CDA 1024)** – A signed copy must be returned for **each different contract number**. Resubmission of this document is not required for amendments.
- Contractor Certification Clauses (CCC 4/2017)** – Print, sign and submit a signed copy of the CCC 4/2017 certification. Resubmission of this document is not required for amendments.

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF AGING
LOCAL ASSISTANCE CONTRACT CHECKLIST
CDA 9007A (REV 12/2021)



- The following documents must reference the contract number(s) or Letter of Self-Insurance. The coverage must begin on or before the start date of the Agreement (and if the end date is sooner, the renewal must be sent upon renewal). The Certificate or Letter must meet the conditions in Exhibit D, Article XI of the Agreement.
 - General Liability Certificate of Insurance* (with required endorsements)**
 - Automobile Liability Certificate of Insurance* (with required endorsements)**
 - Professional Liability Certificate of Insurance**
(*Professional Liability does not apply to Title V contracts – only*)

SECTION B

Budget Form

- The following budget forms are emailed as part of the corresponding contract package:
 - Area Plan Budget (CDA 122)
 - Financial Alignment (FA) Contract Budget (CDA 229FA)
 - Health Insurance Counseling and Advocacy Program (HICAP) Budget (CDA 229)
 - Medicare Improvements for Patients & Providers Act (MIPPA) Budget (CDA 229M)
 - Senior Community Services Employment Program (Title V) Budget (CDA 35)
 - Fall Prevention Budget (CDA 260) submit to Fiscal.FallPrevention@aging.ca.gov
- Supplemental Nutrition Assistance Program-Education (SNAP-Ed) Budget is submitted via the California Department of Social Services SharePoint Site
- Use the following email subject line and file naming convention for each budget you prepare and submit: Identify your PSA_#:f. (first), Program, Period, and process. If applicable, specify the original or revision number (e.g., PSA 24 AP FY1920 Original Budget). Incorporate the amounts shown in the Budget Display into the original budget form. Ensure allocation Transfer Requests correspond to the Budget Display requirements.
 - Submit budget forms for the following programs to FiscalTeam@aging.ca.gov:
 - Area Plan
 - Title V/SCSEP
 - HICAP, MIPPA, Financial Alignment
 - Submit budget forms for Fall Prevention to fiscal.fallprevention@aging.ca.gov

Work Plan

- The FA and MIPPA work plan templates are found on the CDA website
- Submit FA and MIPPA work plans to HICAPTeam2@aging.ca.gov
- SNAP-Ed GOA-approved contract work plans are completed prior to the SNAP-Ed contract release and do not need to be resubmitted
- Work plans are not required to execute Area Plan, Title V, HICAP, or FallPrevention contracts

DO NOT RETURN THIS FORM – IT IS FOR AAA USE ONLY



In compliance with California Government Code Section 11019.9, California Civil Code Section 1798 et seq., Department of General Services Management Memo 06-12, and Statewide Information Management Manual (SIMM) 5300 the California Department of Aging (CDA) hereby requires the Contractor/Vendor to:

ACKNOWLEDGE:

- Any wrongful access, inspection, use, or disclosure of Personal, Confidential or Sensitive Information (PSCI) is a crime and is prohibited under state and federal laws, including but not limited to California Penal Code Section 502, California Government Code Section 15619, California Civil Code Section 1798.53 and 1798.55, and the Health Insurance Portability and Accountability Act. Acknowledge.
- Any wrongful access, inspection, use, disclosure, or modification of PSCI information may result in termination of this Contract/Agreement.

MEET THE FOLLOWING REQUIREMENTS:

- PSCI information shall be protected from disclosure in accordance with all applicable laws, regulations, and policies.
- PSCI data be protected by authorized access using the principles of least privilege.
- Any occurrence that actually or potentially jeopardizes the confidentiality, integrity, or availability of an information system or the information the system processes, stores, or transmits or that constitutes a violation or imminent threat of violation of security policies, security procedures or acceptable use policies will immediately be reported to CDA by completing a Security Incident Report CDA (1025A and 1025B).
- All access codes which allow access to confidential information will be properly safeguarded.
- Obligations to protect PSCI information obtained under this Contract/Agreement will continue after termination of the Contract/Agreement with CDA.
- All employees/subcontractors of the Contractor/Vendor will complete the required Security Awareness Training module located at https://aging.ca.gov/Information_security/ within 30 days of the start date of the Contract/Agreement or within 30 days of the start date of any new employee or subcontractor. This training must be completed annually.
- All employees/subcontractors of the Contractor/Vendor must comply with CDA's confidentiality and data security requirements as outlined in the Contract/Agreement.
- All employees/subcontractors of the Contractor/Vendor must comply with the Appendix D, section XVIII encryption and self-certification requirements as outlined in the contract.

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF AGING
INFORMATION INTEGRITY AND SECURITY STATEMENT
CDA 1024 (REV 03/2020)



CERTIFY:

To protect PSCI information by:

- Accessing, inspecting, using, disclosing or modifying PSCI information only for the purpose of performing official duties.
- Never accessing, inspecting, using, disclosing, or modifying PSCI information for curiosity, personal gain, or any non-business-related reason.
- Securing PSCI information in approved locations.
- Never removing PSCI information from the work site without authorization.

Meets the encryption requirements in Exhibit D Article 18:

Is in full compliance with the 128 Encryption requirements.

Is not in compliance with the 128 Encryption requirements and will achieve compliance by _____.

I hereby certify that I have reviewed this Confidentiality Statement and will comply with the above statements.

Contractor/Vendor Printed Name and Title

Contractor/Vendor Signature

Date

CDA Program/Project

Contract Number

STATE OF CALIFORNIA
 CALIFORNIA DEPARTMENT OF AGING
CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION
 CDA 9026 (NEW 04/2018)



Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS**: For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES**: For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.	
Contractor Name (Printed):	Federal ID Number:
By (Authorized Signature):	
Printed Name and Title of Person Signing:	
Date Executed:	Executed in the County and State of:
Indicate all California Department of Aging contracts your organization participates in:	
Area Plan (AP)	Financial Alignment (FA)
HICAP (HI)	MIPPA (MI)
MSSP (MS)	SNAP-Ed (SP)
Title V (TV)	

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
---------------------------------------	-------------------

By (Authorized Signature)

Printed Name and Title of Person Signing

Date Executed	Executed in the County of
---------------	---------------------------

CONTRACTOR CERTIFICATION CLAUSES

1. **STATEMENT OF COMPLIANCE:** Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. **DRUG-FREE WORKPLACE REQUIREMENTS:** Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

- 1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.



SAN FRANCISCO HUMAN SERVICES AGENCY
**Department of Disability
and Aging Services**

P.O. Box 7988
San Francisco, CA
94120-7988
www.SFHSA.org

February 5, 2024

Business Management Bureau
Attn: Contract Management / Subvention
California Department of Aging
2880 Gateway Oaks Drive, Suite 200
Sacramento, CA 95833

To Whom It May Concern:

Please find enclosed signed forms for the following contract:

HI-2425-06

- Two (2) original signed STD 213 Agreements
- original signed CDA 9026
- original signed CDA 1024
- original signed CCC 4/2017



London Breed
Mayor

Kelly Dearman
Executive Director

Please! let me know if you need any additional information or have any questions.

Sincerely,

Katherine Moser
Management Assistant
Office of Community Partnerships
415-355-6786
Katherine.moser@sfgov.org

**HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM
Budget Display
City & County of San Francisco**

April 1, 2024 - March 31, 2025

STATE FISCAL YEAR 2023-2024 & 2024-2025

HICAP FUNDS	NOTES	PROJECT	PROGRAM BASELINE	BASELINE ADJUSTMENT	ONE-TIME ONLY	TOTAL	NET CHANGE
Reimbursements (Ins Fund)	a,b,c,e	HIRL	139,957	0	0	139,957	0
State HICAP Fund	a,b,c,e	HIHL	69,925	0	0	69,925	0
State HICAP Fund Augmentation	a,b,c,e	HIPL	57,318	0	0	57,318	0
Federal SHIP Funds	c,d,e	HIFL	101,755	0	0	101,755	0
STATE FISCAL YEAR 2023-2024 & 2024-2025			368,955	0	0	368,955	0

*The maximum amount available for period April 1, 2024 - June 30, 2025	
Reimbursements (Ins Fund)	\$35,089
State HICAP Fund	\$17,531
State HICAP Fund Augmentation	\$13,327

- a *State Funds will not be available until 4/1/2024 and expended by June 30, 2024; final expenditures reported in closeout no later than 8/15/2024.
- b State Funds will not be available until July 1 and/or upon enactment of the Budget Act which ever comes later.
- c The allocations are subject to change pending updated Medicare Beneficiary Population factor data.
- d Federal Funds must be expended by 3/31/25 and final expenditures reported in closeout no later than 5/15/2025.
- e Final expenditures for State and Federal funds must be reported in closeout by 5/15/2025.

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	TBD	4/1/2024

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

HI-2425-06

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

California Department of Aging

CONTRACTOR NAME

City & County of San Francisco

2. The term of this Agreement is:

START DATE

4/1/2024

THROUGH END DATE

3/31/2025

3. The maximum amount of this Agreement is:

\$ 368,955 Three hundred sixty-eight thousand nine hundred fifty-five and 00/100 dollars

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	5 pages
Exhibit A, Attachment 1	General Information	1 page
Exhibit B	Budget Detail and Payment Provisions	8 pages
Exhibit B, Attachment 1	Budget Display	1 page
Exhibit C	General Terms and Conditions – GTC-4/2017*	0 pages
Exhibit D	Special Terms and Conditions	33 pages
Exhibit E	Additional Provisions	11 pages

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.**These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>***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.)

City & County of San Francisco

CONTRACTOR BUSINESS ADDRESS

P.O. Box 7988

CITY

San Francisco

STATE

CA

ZIP

94120-7988

PRINTED NAME OF PERSON SIGNING

Kelly Dearman

TITLE

Executive Director

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Aging

CONTRACTING AGENCY ADDRESS

2880 Gateway Oaks Drive, Suite 200

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

Nate Gillen

TITLE

Chief, Business Management Bureau

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

AG OP 80-111

ARTICLE I. PROGRAM DEFINITIONS

- A. “Eligible Service Population” means Medicare beneficiaries, including Medicare beneficiaries by virtue of a disability, and those persons imminent of Medicare eligibility [Welf. & Inst. Code § 9541(a), (c)(2)], and the public at large who are eligible to receive HICAP community education services, including long-term care planning and long-term care insurance counseling services. [Welf. & Inst. Code § 9541(c)(1), (c)(2), (c)(4)-(6)]
- B. The Older Californians Act (OCA) means Welf. & Inst. Code § 9541 of the Mello-Granlund Older Californians Act, which is the enabling legislation for HICAP.
- C. “Health Insurance Counseling and Advocacy Program” (HICAP) means a program designed to provide Medicare beneficiaries and those imminent of becoming eligible for Medicare with counseling and advocacy about Medicare, private health insurance, and related health care coverage plans for the purpose of preserving service integrity on a Statewide basis. [Welf. & Inst. Code § 9541]
- D. “Medicare Modernization Act 2005 (MMA) State Funds” means the 2005 augmentation of HICAP State funds as defined in Welf. & Inst. Code § 9757.5(h).
- E. “State Health Insurance Assistance Program” (SHIP) means a national program supported by the federal Administration for Community Living (ACL) that offers one-on-one counseling and assistance to people with Medicare and their families. Through federal grants directed to states, SHIPs provide free counseling and assistance via telephone and face-to-face interactive sessions, public education presentations and programs, and media activities. In California, SHIP is the same program as the Health Insurance Counseling and Advocacy Program (HICAP). This term may be used interchangeably with HICAP.
- F. “Program Income” means revenue generated by the Contractor or Subcontractor from contract-supported activities, and may include:
 - 1. Voluntary contributions received from a participant or responsible party as a result of the service.
 - 2. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.
 - 3. Royalties received on patents and copyrights from contract-supported activities.
 - 4. Proceeds from the sale of goods created under CDA grant funds.

ARTICLE II. SCOPE OF WORK

The Contractor, whether providing HICAP directly or through a subcontract, shall:

- A. Ensure statutory provisions of HICAP [Welf. & Inst. Code § 9541] are met. Services shall be provided in accordance with all applicable laws, regulations, this Agreement, SHIP Base Grant Program Terms and Conditions, the HICAP Program Manual, and any other subsequent CDA Program Memos (PM), provider bulletins or similar instructions issued during the term of this Agreement.
- B. Maintain and, if applicable, distribute a current HICAP Program Manual and related CDA requirements to all HICAP Counselors and responsible persons to ensure ready access to standards, policies, and procedures. Additionally, all counselors shall be provided the latest HICAP Counselor Handbook. [Welf. & Inst. Code § 9100(c)-(d); § 9541(b)(1)-(2)]
- C. Provide timely notice to CDA of any changes to the Program or changes in the status of the Contractor or Subcontractor that could restrict the operations of, or access to, HICAP services. These changes include, but are not limited to, personnel changes, program or project phone number changes, headquarters office address changes and mailing address changes. If subcontracted, the Contractor will forward this information to CDA.
- D. Submit the name of the HICAP Program Manager to CDA within thirty (30) days of initial employment. If subcontracted, the Contractor will forward this information to CDA.
- E. Conduct recruitment, training, coordination, and registration of health insurance counselors, including a large contingent of volunteer counselors, Long-Term Care Counselors, Long-Term Care Community Educators, designed to expand services as broadly as possible. New counselors shall be recruited, trained, and registered in compliance with state law and the HICAP Program Manual.
- F. Ensure that the standard HICAP work week business hours, during which HICAP is open to the public, shall be five (5) days a week, Monday through Friday, from at least 9 a.m. to 4 p.m., except on holidays.
- G. Ensure that public telephone access is available during normal business hours, Monday through Friday, 9 a.m. to 4 p.m. In the event clients cannot receive personal assistance immediately, they must be offered an opportunity to leave their name, a message, and return telephone number with an answering service or on an answering machine. Calls from clients leaving messages must be returned within two (2) business days.

ARTICLE II. SCOPE OF WORK (Continued)

- H. Ensure that the HICAP email address displayed on any public-facing website is monitored by staff Monday through Friday, 9 a.m. to 4 p.m. Responses to email communications must be provided within two (2) business days of the day the email was received.
- I. Obtain a written and signed consent form from clients prior to disclosing their personal or confidential information to a third party.
- J. Provide a written disclosure statement or its equivalent to counseling clients prior to counseling, as prescribed by CDA in the HICAP Program Manual.
[Welf. & Inst. Code § 9541(f)(4)]
- K. Provide community education designed to inform the public about Medicare, Medicare supplement and long-term care insurance options, Medicare Advantage plans, related managed health care plans, and insurance topics.
[Welf. & Inst. Code § 9541(c)(1), (c)(4)-(6)]
- L. Refer instances of suspected misrepresentation in advertising or sales of services provided by Medicare, managed health care plans, and life and disability insurers and agents, in accordance with the HICAP Program Manual.
[Welf. & Inst. Code § 9541(e)]
- M. Ensure that the HICAP Program Manager and/or designated representative shall attend all CDA required HICAP training sessions or conferences, in order to maintain program knowledge, efficiency, and competency.
[Welf. & Inst. Code § 9541(f)(7)]
- N. Maintain a program data collection and reporting system as specified in Exhibit E of this Agreement.
- O. Collect, track, and report on all aspects of HICAP activity as specified in Exhibit E of this agreement, to assess the Contractor's progress in reaching measurable outcomes as defined through annual HICAP Performance Measures
- P. Ensure the submission of program information and support documentation, to the CDA, for the development of required reports. These include, but are not limited to, the SHIP Grant Application, Supplemental Grant Funding Applications, and the SHIP Grant Mid-term Report. The information and documentation will be sent in the format requested, in a timely manner, and at intervals as determined by CDA.
- Q. Ensure processes are in place to provide program evaluation and quality assurance, including but not limited to, client satisfaction surveys and questionnaires.

ARTICLE II. SCOPE OF WORK (Continued)

- R. Ensure referral services for legal representation with respect to Medicare appeals, Medicare related managed care appeals, and other related insurance problems, excluding the filing of lawsuits against private insurers or managed health care plans.
- S. Ensure that if legal services are provided directly or through a subcontract, the following conditions must be met:
 - 1. HICAP legal representation and technical program support shall be provided by or under the direction of a Supervising Attorney who is trained in Medicare law and who is in good standing with the California Bar.
 - 2. Legal representation services shall be limited to Medicare, Medicare Part D issues, Medicare savings programs, low-income subsidy issues, long-term care insurance, managed care, and related health care coverage plans. [Welf. & Inst. Code § 9541(c)(3)]
 - 3. HICAP legal representation shall be subject to the understanding that the legal representation and legal advocacy shall not include the filing of lawsuits against private insurers or managed health care plans. [Welf. & Inst. Code § 9541(c)(3)]
 - 4. Contracted legal representation services shall not commence without a formal referral from the HICAP Program Manager to the Supervising Attorney, and only after a preliminary counseling session determines the need for referral.
 - 5. Report the Legal Services units of service (if applicable) in the Area Plan Service Unit Plan (SUP).

The Supervising Attorney shall report the performance of legal services in accordance with HICAP reporting instructions.

- T. Perform the following if subcontracting for HICAP program services:
 - 1. Enter into contracts with subcontractors to operate the HICAP and provide HICAP counseling, informal advocacy, outreach, education and legal representation to Medicare beneficiaries within the contracted service area pursuant to Welf. & Inst. Code § 9541(c)(3), the HICAP Program Manual as issued by CDA, and any other subsequent CDA PMs, provider bulletins or similar instructions issued during the term of this Agreement.

ARTICLE II. SCOPE OF WORK (Continued)

2. Ensure all applicable provisions required within this Agreement are included in any subcontract entered into by the Contractor to carry out the terms of this Agreement.
 3. Review, approve, and monitor subcontractors' budgets and expenditures and any subsequent amendments and revisions to budgets. The Contractor shall, to the extent feasible, ensure that all budgeted funds are expended by the end of each fiscal year.
 4. Conduct onsite monitoring once every two (2) years, and evaluate and document subcontractors' performance and compliance with this Agreement. [45 CFR 1321.11]
 5. Provide training, support and technical assistance to the Subcontractor as needed and respond in writing to all written requests from subcontractors for guidance and interpretation of instructions.
- U. AAAs are required to integrate HICAP in their Area Plan and annual updates, following CDA guidance. When Area Plans or annual updates are submitted, AAAs must ensure that the submitted Area Plan or annual update either aligns with the approved HICAP budget or submit a budget revision to align with the Area Plan, as outlined in Exhibit B (WIC 9535(b)).

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 Agreement 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 Agreement and approval of an itemized budget. No legal liability on the part of the State for any payment may arise under this Agreement 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 Agreement pursuant to Exhibit D, Article XII., A of this Agreement, or
 - ii. Offer an agreement amendment to the Contractor to reflect the reduced funding for this Agreement.
- 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)]
2. Interest earned on advances of federal funds shall be identified as non-match cash.

ARTICLE I. FUNDS (Continued)

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.
 6. Supplies.
 7. Equipment - detailed descriptions and total costs.

ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

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 exceeding the maximum ten percent (10%) shall retain on file an approved negotiated indirect cost rate or cost allocation plan.
 3. 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 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.

ARTICLE III. PROGRAM SPECIFIC FUNDS (Continued)

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 thirty (30) days after contract documents have been released, 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.
- C. The final date to submit a budget revision is sixty (60) days prior to the end of the Agreement period, unless otherwise specified by CDA. CDA will not accept any budget revision after the Agreement period has expired.
- D. Line Item Budget Transfers

The Contractor may transfer Agreement 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.

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

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 and must be included in its approved HICAP Budget.

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 Agreement term at the time of Agreement 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 a Closeout Report to CDA once per State Fiscal Year, covering the period April 1st – March 31st.
- B. Closeout reporting documents must be addressed to the CDA Fiscal Team.

ARTICLE VI. CLOSEOUT (Continued)

- C. 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 Agreement 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. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

A. General Definitions

1. “Agreement” or “Contract” means the Standard Agreement (Std. 213), Exhibits A, B, C, D and E, an approved Budget Display as identified in Exhibit B, and if applicable, a Work Plan or Budget Summary, which are hereby incorporated by reference, amendments, and any other documents incorporated by reference, unless otherwise provided for in this Article.
2. “Contractor” means the Area Agency on Aging (AAA) awarded funds under this Agreement and is accountable to the State and/or federal government for use of these funds and is responsible for executing the provisions for services provided under this Agreement.
3. “CCR” means California Code of Regulations.
4. “CFR” means Code of Federal Regulations.
5. “UEI” means the Unique Entity ID - a 12-character alphanumeric ID assigned to an entity by SAM.gov on April 4, 2022. As part of this transition, the DUNS number has been removed from SAM.gov and entity registration, searching, and data entry in SAM.gov now require use of the new Unique Entity ID.
6. “Cal. Gov. Code” means California Government Code.
7. “OMB” means the federal Office of Management and Budget.
8. “Cal. Pub. Con. Code” means the California Public Contract Code.
9. “Cal. Civ. Code” means California Civil Code
10. “Reimbursable item” also means “allowable cost” and “compensable item.”
11. “State” and “Department” mean the State of California and the California Department of Aging (CDA) interchangeably.
12. “Subcontractor” means the legal entity that receives funds from the Contractor to carry out any part of a federal award identified in this Agreement.
13. “Subcontract” means any form of legal agreement between the Contractor and the Subcontractor, including an agreement that the Contractor or Subcontractor would consider to be a contract, including vendor type Agreements for providing goods or services under this Agreement.
14. “Vendor” means an entity selling goods or services to the Contractor or Subcontractor during the Contractor or Subcontractor’s performance of the Agreement.

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Continued)

15. “USC” means United States Code.
16. “HHS” means United States Department of Health and Human Services.
17. “OAA” means Older Americans Act.
18. “Allocation” means the process of assigning a cost, or a group of costs, to one or more cost objective(s), in reasonable proportion to the benefit provided or other equitable relationship. The process may entail assigning a cost(s) directly to a final cost objective or through one or more intermediate cost objectives. (2 CFR 200.1 and 45 CFR 75.2)
19. “Disallowed costs” means those charges determined to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award. (2 CFR 200.1 and 45 CFR 75.2)
20. “Questioned Costs” means a cost that is questioned by the auditor because of an audit finding which resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; where the costs, at the time of the audit, are not supported by adequate documentation; or where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances. (2 CFR 200.1 and 45 CFR 75.2).
21. “Recoverable cost” means the questioned cost identified from an audit.

B. Resolution of Language Conflicts

The terms and conditions of this federal award and other requirements have the following order of precedence, if there is any conflict in what they require:

1. The Grant Terms and Conditions.
2. The Older Americans Act and other applicable federal statutes and their implementing regulations.
3. If applicable, the Older Californians Act and other California State codes and regulations.
4. Standard Agreement (Std. 213), all Exhibits and any amendments thereto.
5. Any other documents incorporated herein by reference including, if applicable, the federal HHS terms and conditions found in Part II of the HHS Grant Policy Statement. The HHS Grant Policy Statement is available under the HHS Policy Requirements Topic at <https://www.hhs.gov/grants/grants/grants-policies-regulations/index.html>
6. Program memos and other guidance issued by CDA.

ARTICLE II. ASSURANCES

A. Law, Policy and Procedure, Licenses, and Certificates

The Contractor agrees to administer this Agreement and require any subcontractors to administer their subcontracts in accordance with this Agreement, and with all applicable local, State, and federal laws and regulations including, but not limited to, discrimination, wages and hours of employment, occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Agreement and resolve all issues using good administrative practices and sound judgment. The Contractor and its subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.

B. Subcontracts

The Contractor shall require language in all subcontracts to require all subcontractors to comply with all applicable State and federal laws.

C. Nondiscrimination

The Contractor shall comply with all federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification Clauses (CCC 307), which is hereby incorporated by reference. In addition, the Contractor shall comply with the following:

1. Equal Access to Federally-Funded Benefits, Programs and Activities

The Contractor shall ensure compliance with Title VI of the Civil Rights Act of 1964 [42 USC 2000d; 45 CFR 80], which prohibits recipients of federal financial assistance from discriminating against persons based on race, color, religion, or national origin.

2. Equal Access to State-Funded Benefits, Programs and Activities

The Contractor shall, unless exempted, ensure compliance with the requirements of Cal. Gov. Code § 11135 et seq., and 2 CCR § 11140 et seq., which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. [22 CCR § 98323]

3. California Civil Rights Laws

The Contractor shall, ensure compliance with the requirements of California Public Contract Code § 2010 by submitting a completed California Civil Rights Laws Certification, prior to execution of this Agreement. The certificate is available at: <http://www.dgs.ca.gov/ols/Forms.aspx>

ARTICLE II. ASSURANCES (Continued)

The California Civil Rights Laws Certification ensures Contractor compliance with the Unruh Civil Rights Act (Cal. Civ. Code § 51) and the Fair Employment and Housing Act (Cal. Gov. Code § 12960), and ensures that Contractor internal policies are not used in violation of California Civil Rights Laws.

4. The Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. [42 USC 12101 et seq.]
5. The Contractor agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.

D. Standards of Work

The Contractor agrees that the performance of work and services pursuant to the requirements of this Agreement shall conform to accepted professional standards.

E. Conflict of Interest

1. The Contractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors, that are, or give the appearance of being, motivated

by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the State determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by the State and such conflict may constitute grounds for termination of the Agreement.
2. This provision shall not be construed to prohibit employment of persons with whom the Contractor's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

F. Covenant Against Contingent Fees

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement.

ARTICLE II. ASSURANCES (Continued)

2. For breach or violation of this warranty, CDA shall have the right to terminate this Agreement without liability or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

G. Payroll Taxes and Deductions

The Contractor shall promptly forward payroll taxes, insurances, and contributions, including State Disability Insurance, Unemployment Insurance, Old Age Survivors Disability Insurance, and federal and State income taxes withheld, to designated governmental agencies as required by law.

H. Facility Construction or Repair

This section applies only to Title III funds and not to other funds allocated to other Titles under the OAA. Title III funds may be used for facility construction or repair.

1. When applicable for purposes of construction or repair of facilities, the Contractor shall comply with the provisions contained in the following and shall include such provisions in any applicable agreements with subcontractors:
 - a. Copeland “Anti-Kickback” Act. [18 USC 874, 40 USC 3145] [29 CFR 3]
 - b. Davis-Bacon Act. [40 USC 3141 et seq.] [29 CFR 5]
 - c. Contract Work Hours and Safety Standards Act. [40 USC 3701 et seq.] [29 CFR 5, 6, 7, 8]
 - d. Executive Order 11246 of September 14, 1965, entitled “Equal Employment Opportunity” as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations. [41 CFR 60]
2. Payments are not permitted for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owner’s value of such property except where permitted by law and by CDA.
3. When funding is provided for construction and non-construction activities, the Contractor must obtain prior written approval from CDA before making any fund or budget transfers between construction and non-construction.

ARTICLE II. ASSURANCES (Continued)

I. Contracts in Excess of \$100,000

If all funding provided herein exceeds \$100,000, the Contractor shall comply with all applicable orders or requirements issued under the following laws:

1. Clean Air Act, as amended. [42 USC 7401]
2. Federal Water Pollution Control Act, as amended. [33 USC 1251 et seq.]
3. Environmental Protection Agency Regulations. [40 CFR 29] [Executive Order 11738]
4. State Contract Act [Cal. Pub. Con. Code §10295 et seq.]
5. Unruh Civil Rights Act [Cal. Pub. Con. Code § 2010]

J. Debarment, Suspension, and Other Responsibility Matters

1. The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:
 - a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
 - b. Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - c. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification.
 - d. Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.
2. The Contractor shall report immediately to CDA in writing, any incidents of alleged fraud and/or abuse by either the Contractor or subcontractors.
3. The Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by CDA.

ARTICLE II. ASSURANCES (Continued)

4. The Contractor agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the Subcontractor's debarment/suspension status.

K. Agreement Authorization

1. If a public entity, the Contractor shall submit to CDA a copy of an approved resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private nonprofit entity, the Contractor shall submit to CDA an authorization by the Board of Directors to execute this Agreement, referencing this Agreement number.
2. These documents, including minute orders must also identify the action taken.
3. Documentation in the form of a resolution, order, or motion by the Governing Board of the AAA is required for the original and each subsequent amendment to this Agreement. This requirement may also be met by a single resolution from the Governing Board of the Contractor authorizing the AAA Director or designee to execute the original and all subsequent amendments to this Agreement.

L. Contractor's Staff

1. The Contractor shall maintain adequate staff to meet the Contractor's obligations under this Agreement.
2. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.

M. UEI Number and Related Information

1. The Unique Entity Identifier changed from the DUNS Number to the Unique Entity ID (generated by SAM.gov) on April 4, 2022. The UEI number must be provided to CDA prior to the execution of this Agreement. Business entities may register for a UEI number at <https://sam.gov/content/duns-uei>.
2. The Contractor must register the UEI number and maintain an "Active" status within the federal System for Award Management available online at <https://www.sam.gov/portal/SAM/#1>.
3. If CDA cannot access or verify "Active" status the Contractor's UEI information, which is related to this federal subaward on the Federal Funding Accountability and Transparency Act Subaward Reporting System (SAM.gov) due to errors in the Contractor's data entry for its UEI number, the Contractor must immediately update the information as required.

ARTICLE II. ASSURANCES (Continued)

N. Corporate Status

1. The Contractor shall be a public entity, private nonprofit entity, or Joint Powers Authority (JPA). If a private nonprofit corporation or JPA, the Contractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.
2. The Contractor shall ensure that any subcontractors providing services under this Agreement shall be of sound financial status.
3. Any subcontracting private entity or JPA shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.
4. Failure to maintain good standing by the contracting entity shall result in suspension or termination of this Agreement with CDA until satisfactory status is restored. Failure to maintain good standing by a subcontracting entity shall result in suspension or termination of the subcontract by the Contractor until satisfactory status is restored.

O. Lobbying Certification

The Contractor, by signing this Agreement, hereby certifies to the best of its knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency; a Member of Congress; an officer or employee of Congress; or an employee of a Member of Congress; in connection with the awarding of any federal contract; the making of any federal grant; the making of any federal loan; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including contracts

ARTICLE II. ASSURANCES (Continued)

under grants, loans, and cooperative agreements which exceed \$100,000) and that all subcontractors shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.
 5. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352.
 6. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- P. The Contractor and its Subcontractor/Vendors shall comply with Governor's Executive Order B-06-11, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get."

ARTICLE III. AGREEMENT

A copy of this executed Agreement is on file and available for inspection at the California Department of Aging, 2880 Gateway Oaks Drive, Suite 200, Sacramento, California 95833.

ARTICLE IV. COMMENCEMENT OF WORK

Should the Contractor or subcontractor begin work in advance of receiving notice that this Agreement is approved, that work may be considered as having been performed at risk as a volunteer and may not be reimbursed or compensated.

ARTICLE V. SUBCONTRACTS

- A. The Contractor is responsible for carrying out the terms of this Agreement, including the satisfaction, settlement, and resolution of all administrative, programmatic, and fiscal aspects of the program(s), including issues that arise out of any subcontracts, and shall not delegate or contract these responsibilities to any other entity. This includes, but is not limited to, disputes, claims, protests of award, or other matters of a contractual nature. The Contractor's decision is final and the Subcontractor has no right of appeal to CDA.
- B. The Contractor shall, in the event any subcontractor is utilized by the Contractor for any portion of this Agreement, retain the prime responsibility for all the terms and conditions set forth, including but not limited to, the responsibility for preserving the State's copyrights and rights in data in accordance with Article XIX of this Exhibit, for handling property in accordance with Article VII. of this Exhibit, and ensuring the keeping of, access to, availability of, and retention of records of subcontractors in accordance with Article VI. of this Exhibit.

ARTICLE V. SUBCONTRACTS (Continued)

- C. The Contractor shall not obligate funds for this Agreement in any subcontracts for services beyond the ending date of this Agreement.
- D. The Contractor shall have no authority to contract for, or on behalf of, or incur obligations on behalf of the State.
- E. The Contractor shall maintain on file copies of subcontracts, memorandums and/or Letters of Understanding which shall be made available for review at the request of CDA.
- F. The Contractor shall monitor the insurance requirements of its subcontractors in accordance with Article XI of this Exhibit.
- G. The Contractor shall require language in all subcontracts to require all subcontractors to indemnify, defend, and save harmless the Contractor, its officers, agents, and employees from any and all claims and losses accruing to or resulting from any subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with any activities performed for which funds from this Agreement were used and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Subcontractor(s) in the performance of this Agreement.
- H. The Contractor shall ensure that the Subcontractor will complete all reporting and expenditure documents requested by CDA. These reporting and expenditure documents shall be sent to the Contractor in a timely manner and at intervals as determined by CDA.
- I. The Contractor shall, prior to the awarding of a subcontract to any for-profit entity, submit the following to CDA for review and approval:
 - 1. The Request for Proposal (RFP) or Invitation for Bid.
 - 2. All bid proposals received.
 - 3. The proposal or bid evaluation documentation, along with the Contractor's rationale for awarding the subcontract to a for-profit entity. [22 CCR 7362]
 - 4. Description and documentation of dissemination of information concerning the RFP to elicit adequate competition. [22 CCR 7356]

Where a program may be subcontracted to a for-profit organization, the Contractor should include in its contract with the for-profit entity, a requirement for performance of a program-specific audit of the subcontracted program by an independent audit firm.

ARTICLE V. SUBCONTRACTS (Continued)

- J. The Contractor shall require all subcontractors to maintain adequate staff to meet the Subcontractor's Agreement with the Contractor. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.
- K. If a private nonprofit corporation, the Subcontractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.
- L. The Contractor shall refer to 2 CFR 200.331, Subpart D - Subrecipient and Contractor Determinations and 45 CFR 75.351, Subpart D - Subrecipient and Contractor Determinations in making a determination if a subcontractor relationship exists. If such a relationship exists, then the Contractor shall follow the procurement requirements in the applicable OMB Circular.
- M. The Contractor shall utilize procurement procedures as follows:
 - 1. The Contractor shall obtain goods and services through open and competitive awards. Each Contractor shall have written policies and procedures, including application forms, for conducting an open and competitive process, and any protests resulting from the process.
 - 2. For goods and services purchased with Title III or Title VII funds, the procurement procedures must include, at a minimum, the requirements set forth in 22 CCR 7352. The only exception is contained in 22 CCR 7360(a). The Contractor issuing a noncompetitive award must comply with 22 CCR 7360(b)-(d).

ARTICLE VI. RECORDS

- A. The Contractor shall maintain complete records which shall include, but not be limited to, accounting records, contracts, agreements, a reconciliation of the "Financial Closeout Report" (CDA Closeout) to the audited financial statements, single audit report, and general ledgers, and a summary worksheet identifying the results of performing an audit resolution of its subcontractors in accordance with Article X. of this Exhibit. This includes the following: Letters of Agreement, insurance documentation, memorandums and/or Letters of Understanding, patient or client records, and electronic files of its activities and expenditures hereunder in a form satisfactory to CDA. The reconciliation of the CDA Closeout to the Contractor general ledger must be submitted with the CDA Closeout package. All records pertaining to this Agreement must be made available for inspection and audit by the State or its duly authorized agents, at any time during normal business hours.
- B. All such records, including confidential records, must be maintained and made available by the Contractor: (1) until an audit of the July 1, 2023 through June 30, 2024 period of expenditures has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA's Audit and Risk Management

ARTICLE VI. RECORDS (Continued)

Branch, (2) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by Sections A and C of this Article, and (3) for such longer period as CDA deems necessary.

- C. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in Section A above. The Contractor shall ensure that any resource directories and all client records remain the property of CDA upon termination of this Agreement, and are returned to CDA or transferred to another contractor as instructed by CDA.
- D. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of the State and is so stated in writing to the Contractor.
- E. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by the State under this Agreement. Source documentation includes, but is not limited to: vendor invoices, bank statements, cancelled checks, bank/credit card statements, contracts and agreements, employee time sheets, purchase orders, indirect cost allocation plans.
- F. All records containing confidential information shall be handled in a confidential manner in accordance with the requirements for information integrity and security, and in accordance with guidelines set forth in this Article, and Article XVIII. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

ARTICLE VII. PROPERTY

- A. Unless otherwise provided for in this Article, property refers to all assets used in operation of this Agreement.
 - 1. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc.
 - 2. Property does not include consumable office supplies such as paper, pencils, toner cartridges, file folders, etc.
- B. Property acquired under this agreement, which meets any of the following criteria is subject to the reporting requirements:
 - 1. Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least \$5,000 (a desktop or laptop setup, is considered a unit, if purchased as a unit).

ARTICLE VII. PROPERTY (Continued)

2. All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones).
 3. All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).
- C. Additions, improvements, and betterments to assets meeting all of the conditions in Section B above must also be reported. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.
- D. Intangibles are property which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.). Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.
- E. The Contractor shall keep track of property purchased with funds from this Agreement that meet the requirements as defined in Exhibit D, Article VII, item B, and submit to CDA a Property Acquisition Form (CDA 9023) for all property furnished or purchased by either the Contractor or the Subcontractor with funds awarded under the terms of this Agreement, as instructed by the CDA. The Contractor shall certify their reported property inventory annually with the Closeout by completing the Program Property Inventory Certification (CDA 9024), unless further restricted by Exhibit E, where applicable.

The Contractor shall record, at minimum, the following information when property is acquired:

1. Date acquired.
2. Item description (include model number).
3. **CDA**-issued tag number.
4. Serial number (if applicable).
5. Purchase cost or other basis of valuation.
6. Fund source

ARTICLE VII. PROPERTY (Continued)

F. Disposal of Property

1. Prior to disposal of any property purchased by the Contractor or the Subcontractor with funds from this Agreement or any predecessor Agreement, the Contractor must obtain approval from CDA for all reportable property as defined in Section B of this Article. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from CDA. The Contractor shall submit to CDA a Request to Dispose of Property (CDA 248) to property@aging.ca.gov. CDA will then instruct the AAA on disposition of the property. Once approval for disposal has been received from CDA and the AAA has reported to CDA the Property Survey Report's (STD 152) Certification of Disposition, the item(s) shall be removed from the Contractor's inventory report. Property is not to be disposed of until both the CDA 248 and STD 152 have been approved by CDA. Contractor will be liable for repayment of purchase price of equipment if Contractor disposes of equipment without prior approval from CDA.
 2. The Contractor must remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants, cell or smart phones, multi-function printers, and laptops.
- G. Any loss, damage, or theft of equipment shall be investigated and fully documented. The Contractor shall promptly notify CDA and shall provide copies of the investigative documentation and police reports as requested by CDA.
- H. The State reserves title to all State-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations or as otherwise agreed by the parties.
- I. The Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, or until the Contractor has complied with all written instructions from CDA regarding the final disposition of the property.
- J. In the event of the Contractor's dissolution or upon termination of this Agreement, the Contractor shall provide a final property inventory to the State. The State reserves the right to require the Contractor to transfer such property to another entity, or to the State.
- K. To exercise the above right, no later than one hundred twenty (120) days after termination of this Agreement or notification of the Contractor's dissolution, the State will issue specific written disposition instructions to the Contractor.

ARTICLE VII. PROPERTY (Continued)

- L. The Contractor shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Contractor shall use it, if needed, and with written approval of the State for other purposes in this order:
 - 1. For another CDA program providing the same or similar service.
 - 2. For another CDA-funded program.
- M. The Contractor may share use of the property and equipment or allow use by other programs, upon written approval from CDA. As a condition of the approval, CDA may require reimbursement under this Agreement for its use.
- N. The Contractor or subcontractors shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.
- O. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the Budget Summary.
- P. The Contractor shall include the provisions contained in this Article in all its subcontracts awarded under this Agreement.

ARTICLE VIII. ACCESS

The Contractor shall provide access to the federal or State contracting agency, the California State Auditor, the Comptroller, General of the United States, or any of their duly authorized federal or State representatives to any books, documents, papers, and records of the Contractor or subcontractor which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts, and transcriptions. The Contractor shall include this requirement in its subcontracts.

ARTICLE IX. MONITORING AND EVALUATION

- A. Authorized State representatives shall have the right to monitor and evaluate the Contractor's administrative, fiscal and program performance pursuant to this Agreement. Said monitoring and evaluation may include, but is not limited to, administrative processes, fiscal, data and procurement components. This will include policies, procedures, procurement, audits, inspections of project premises, interviews of project staff and participants, and when applicable, inspection of food preparation sites.
- B. The Contractor shall cooperate with the State in the monitoring and evaluation processes, which include making any administrative, program and fiscal staff available during any scheduled process.

ARTICLE IX. MONITORING AND EVALUATION (Continued)

- C. The Contractor shall monitor contracts and subcontracts to ensure compliance with laws, regulations, and the provisions of contracts that may have a direct and/or material effect on each of its CDA funded programs.
- D. The Contractor is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts, monitoring reports, and all other pertinent records until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA.

ARTICLE X. AUDIT REQUIREMENTS

A. General

- 1. Any duly authorized representative of the federal or State government, which includes but is not limited to the State Auditor, CDA Staff, and any entity selected by State to perform inspections, shall have the right to monitor and audit Contractor and all subcontractors providing services under this Agreement through on-site inspections, audits, and other applicable means the State determines necessary. In the event that CDA is informed of an audit by an outside federal or State government entity affecting the Contractor, CDA will provide timely notice to Contractor.
- 2. Contractor shall make available all reasonable information necessary to substantiate that expenditures under this Agreement are allowable and allocable, including, but not limited to accounting records, vendor invoices, bank statements, cancelled checks, bank/credit card statements, contracts and agreements, employee timesheets, purchase orders, and indirect cost allocation plans. Contractor shall agree to make such information available to the federal government, the State, or any of their duly authorized representatives, including representatives of the entity selected by State to perform inspections, for examination, copying, or mechanical reproduction, on or off the premises of the appropriate entity upon a reasonable request.
- 3. All agreements entered into by Contractor and subcontractors with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause permitting any duly authorized representative of the federal or State government access to the supporting documentation of said audit firm(s).
- 4. The Contractor shall cooperate with and participate in any further audits which may be required by the State, including CDA fiscal and compliance audits.

ARTICLE X. AUDIT REQUIREMENTS (Continued)

B. CDA Fiscal and Compliance Audits

1. The CDA Audits and Risk Management Branch shall perform fiscal and compliance audits of Contractors in accordance with Generally Accepted Government Auditing Standards (GAGAS) to ensure compliance with applicable laws, regulations, grants, and contract requirements.
2. The CDA fiscal and compliance audits may include, but not be limited to, a review of:
 - a. Financial closeouts (2 CFR 200.1 and 45 CFR 75.2)
 - b. Internal controls (2 CFR 200.303 and 45 CFR 75.303)
 - c. Allocation of expenditures (2 CFR 200.1 and 45 CFR 75.2)
 - d. Allowability of expenditures (2 CFR 200.403 and 45 CFR 75.403)
 - e. Equipment expenditures and approvals, if required (2 CFR 200.439 and 45 CFR 75.439)

C. Single Audit Reporting Requirements (2 CFR 200 Subpart F and 45 CFR 75 Subpart F)

1. Contractor Single Audit Reporting Requirements

- a. Contractors that expend \$750,000 or more in federal funds shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98-502; the Single Audit Act Amendments of 1996, Public Law 104-156; 2 CFR 200.501 to 200.521 and 45 CFR 75.501 to 75.521.

A copy shall be submitted to the:

California Department of Aging
Attention: Audits and Risk Management Branch
2880 Gateway Oaks Drive, Suite 200
Sacramento, California 95833

- b. The copy shall be submitted within thirty (30) days after receipt of the Auditor's report or nine (9) months after the end of the audit period, whichever occurs first, or unless a longer period is agreed to in advance by the cognizant or oversight agency.
- c. For purposes of reporting, the Contractor shall ensure that State-funded expenditures are displayed discretely along with the related federal expenditures in the single audit report's "Schedule of

ARTICLE X. AUDIT REQUIREMENTS (Continued)

Expenditures of Federal Awards” (SEFA) under the Catalog of Federal Domestic Assistance (CFDA) number.

- d. For State contracts that do not have CFDA numbers, the Contractor shall ensure that the State-funded expenditures are discretely identified in the SEFA by the appropriate program name, identifying grant/contract number, and as passed through CDA.
2. The Contractor shall perform a reconciliation of the “Financial Closeout Report” to the audited financial statements, single audit, and general ledgers. The reconciliation shall be maintained and made available for CDA review. The reconciliation must be submitted with the CDA Closeout Package.
3. Contract Resolution of Contractor’s Subrecipients

The Contractor shall have the responsibility for resolving its contracts with subcontractors to determine whether funds provided under this Agreement are expended in accordance with applicable laws, regulations, and provisions of contracts or agreements. The Contractor shall, at a minimum, perform Contract resolution within fifteen (15) months of the "Financial Closeout Report."
4. The Contractor shall ensure that subcontractor single audit reports meet 2 CFR 200 and 45 CFR 75, Subparts F-Audit Requirements.
5. Contract resolution includes:
 - a. Ensuring that subcontractors expending \$750,000 or more in federal awards during the subcontractor’s fiscal year have met the audit requirements of 2 CFR 200.501 - 200.521 and 45 CFR 75.501 to 75.521.
 - b. Issuing a management decision on audit findings within six (6) months after receipt of the Subcontractor’s single audit report and ensuring that the Subcontractor takes appropriate and timely corrective action.
 - c. Reconciling expenditures reported to the Contractor to the amounts identified in the single audit or other type of audit if the Subcontractor was not subject to the single audit requirements. For a subcontractor who was not required to obtain a single audit and did not obtain another type of audit, the reconciliation of expenditures reported to CDA must be accomplished through performing alternative procedures (e.g., risk assessment [2 CFR 200.332 and 45 CFR 75.352], documented review of financial statements, and documented expense verification, including match, etc.).

ARTICLE X. AUDIT REQUIREMENTS (Continued)

6. When alternative procedures are used, the Contractor shall perform financial management system testing, which provides, in part, for the following:
 - a. Accurate, current, and complete disclosure of the financial results of each federal award or program.
 - b. Records that identify adequately the source and application of funds for each federally funded activity.
 - c. Effective control over, and accountability for, all funds, property, and other assets to ensure these items are used solely for authorized purposes.
 - d. Comparison of expenditures with budget amounts for each federal award.
 - e. Written procedures to implement the requirements of 2 CFR 200.305.
 - f. Written procedures for determining the allowability of costs in accordance with 2 CFR Part 200 and 45 CFR Part 75, Subparts E - Cost Principles.

[2 CFR 200.302 and 45 CFR 75.302]
 - g. The Contractor shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents.
 - h. Determining whether the results of the reconciliations performed necessitate adjustment of the Contractor's own records.

7. The Contractor shall ensure that subcontractor single audit reports meet 2 CFR 200 and 45 CFR 75, Subparts F - Audit Requirements:
 - a. Performed timely – not less frequently than annually and a report submitted timely. The audit is required to be submitted within thirty (30) days after receipt of the Auditor's report or nine (9) months after the end of the audit period, whichever occurs first. [2 CFR 200.512 and 45 CFR 75.512]
 - b. Properly procured – use procurement standards for auditor selection. [2 CFR 200.509 and CFR 75.509]
 - c. Performed in accordance with Generally Accepted Government Auditing Standards. [2 CFR 200.514 and 45 CFR 75.514]

ARTICLE X. AUDIT REQUIREMENTS (Continued)

- d. All inclusive – includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts; and the schedule of findings and questioned costs. [2 CFR 200.515 and 45 CFR 75.515]
 - e. Performed in accordance with provisions applicable to this program as identified in 2 CFR Part 200, and 45 CFR Part 75, Subpart F, Audit Requirements.
8. Requirements identified in Sections D and E of this Article shall be included in contracts with the Subcontractor. Further, the Subcontractor shall be required to include in its contract with the independent Auditor that the Auditor will comply with all applicable audit requirements/standards; CDA shall have access to all audit reports and supporting work papers, and CDA has the option to perform additional work, as needed.
9. The Contractor shall prepare a summary worksheet of results from the contract resolutions performed of all subcontractors. The summary worksheet shall include, but not be limited to, contract amounts; amounts resolved; amounts of match verified, resolution of variances; recovered amounts; whether an audit was relied upon or the Contractor performed an independent expense verification review (alternative procedures) of the Subcontractor in making a determination; whether audit findings were issued; and, if applicable, issuance date of the management letter; and any communication or follow-up performed to resolve the findings.
10. A reasonably proportionate share of the costs of audits required by, and performed in, accordance with the Single Audit Act Amendments of 1996, as implemented by requirements of this part, are allowable. However, the following audit costs are unallowable:
- a. Any costs when audits required by the Single Audit Act and 2 CFR 200 and 45 CFR 75, Subparts F – Audit Requirements have not been conducted or have been conducted but not in accordance therewith; and
 - b. Any costs of auditing a non-federal entity that is exempted from having an audit conducted under the Single Audit Act and 2 CFR 200 and 45 CFR 75, Subparts F – Audit Requirements because its expenditures under federal awards are less than \$750,000 during the non-federal entity's fiscal year.

ARTICLE X. AUDIT REQUIREMENTS (Continued)

- i. The costs of a financial statement audit of a non-federal entity that does not currently have a federal award may be included in the indirect cost pool for a cost allocation plan or indirect cost proposal.
- ii. Pass-through entities may charge federal awards for the cost of agreed-upon-procedures engagements to monitor subcontractors who are exempted from the requirements of the Single Audit Act and 2 CFR 200 and 45 CFR 75, Subparts F – Audit Requirements. This cost is allowable only if the agreed-upon procedures engagements are conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS) attestation standards, paid for and arranged by the pass-through entity, and limited in scope to one or more of the following types of compliance requirements: activities allowed or not allowed; allowable costs/cost principles; eligibility; and reporting.

[2 CFR 200.425]

ARTICLE XI. INSURANCE

- A. Prior to commencement of any work under this Agreement, the Contractor shall provide for the term of this Agreement, the following insurance:
 1. General liability of not less than \$1,000,000 per occurrence for bodily injury and property damage combined. Higher limits may be required by the State in cases of higher than usual risks.
 2. Automobile liability including non-owned auto liability, of not less than \$1,000,000 for volunteers and paid employees providing services supported by this Agreement.
 3. If applicable, or unless otherwise amended by future regulation, the Contractor and subcontractors shall comply with the Public Utilities Commission General Order No. 115-G which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows:
 - a. \$750,000 if seating capacity is under 8
 - b. \$1,500,000 if seating capacity is 8 – 15
 - c. \$5,000,000 if seating capacity is over 15
 4. Professional liability of not less than \$1,000,000 as it appropriately relates to the services rendered. Coverage shall include medical malpractice and/or errors and omissions. (All programs except Title V).

ARTICLE XI. INSURANCE (Continued)

- B. The insurance will be obtained from an insurance company acceptable to the Department of General Services, Office of Risk and Insurance Management (DGS, ORIM), or be provided through partial or total self-insurance acceptable to the Department of General Services (DGS).
- C. Evidence of insurance shall be in a form and content acceptable to DGS, ORIM.
- D. The Contractor shall notify the State within five (5) business days of any cancellation, non-renewal, or material change that affects required insurance coverage.
- E. Insurance obtained through commercial carriers shall meet the following requirements:
 - 1. The Certificate of Insurance shall provide the statement: “The Department of Aging, State of California, its officers, agents, employees, and servants are included as additional insureds, with respect to work performed for the State of California under this Agreement.” Professional liability coverage is exempt from this requirement.
 - 2. CDA shall be named as the certificate holder and CDA’s address must be listed on the certificate.
- F. The insurance provided herein shall be in effect at all times during the term of this Agreement. In the event the insurance coverage expires during the term of this Agreement, the Contractor agrees to provide CDA, at least thirty (30) days prior to the expiration date, a new Certificate of Insurance evidencing insurance coverage as provided herein for a period not less than the remaining Agreement term or for a period not less than one (1) year. In the event the Contractor fails to keep in effect at all times said insurance coverage, CDA may, in addition to any other remedies it may have, terminate this Agreement.
- G. The Contractor shall require its subcontractors under this Agreement, other than units of local government which are similarly self-insured, to maintain adequate insurance coverage for general liability, Worker’s Compensation liabilities, and if appropriate, auto liability including non-owned auto and professional liability, and further, the Contractor shall require all of its subcontractors to hold the Contractor harmless. The Subcontractor’s Certificate of Insurance for general and auto liability shall also name the Contractor, not the State, as the certificate holder and additional insured. The Contractor shall maintain Certificates of Insurance for all of its subcontractors.
- H. A copy of each appropriate Certificate of Insurance or letter of self-insurance, referencing this Agreement number shall be submitted to CDA with this Agreement.

ARTICLE XI. INSURANCE (Continued)

- I. The Contractor shall be insured against liability for Worker’s Compensation or undertake self-insurance in accordance with the provisions of the California Labor Code and the Contractor affirms to comply with such provisions before commencing the performance of the work under this Agreement. [Cal. Labor Code § 3700]

ARTICLE XII. TERMINATION

A. Termination Without Cause

CDA may terminate performance of work under this Agreement, in whole or in part, without cause, if CDA determines that a termination is in the State’s best interest. CDA may terminate the Agreement upon ninety (90) days written notice to the Contractor. The Notice of Termination shall specify the extent of the termination and shall be effective ninety (90) days from the delivery of the Notice. The parties agree that if the termination of the Contract is due to a reduction or deletion of funding by the Department of Finance (DOF), Legislature or Congress, the Notice of Termination shall be effective thirty (30) days from the delivery of the Notice. The Contractor shall submit to CDA a Transition Plan as specified in Exhibit E of this Agreement. The parties agree that for the terminated portion of the Agreement, the remainder of Agreement shall be deemed to remain in effect and is not void.

B. Termination for Cause

CDA may terminate, in whole or in part, for cause the performance of work under this Agreement. CDA may terminate the Agreement upon thirty (30) days written notice to the Contractor. The Notice of Termination shall be effective thirty (30) days from the delivery of the Notice of Termination unless the grounds for termination are due to threat to life, health or safety of the public and in that case, the termination shall take effect immediately. The Contractor shall submit to CDA a Transition Plan as specified in Exhibit E of this Agreement. The grounds for termination for cause shall include, but are not limited to, the following:

1. In case of threat of life, health or safety of the public, termination of the Agreement shall be effective immediately.
2. A violation of the law or failure to comply with any condition of this Agreement.
3. Inadequate performance or failure to make progress so as to endanger performance of this Agreement.
4. Failure to comply with reporting requirements.
5. Evidence that the Contractor is in an unsatisfactory financial condition as determined by an audit of the Contractor or evidence of a financial condition

ARTICLE XII. TERMINATION (Continued)

that endangers performance of this Agreement and/or the loss of other funding sources.

6. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business.
7. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization or the arrangement of liquidation proceedings by or against the Contractor.
8. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the Contractor's assets or income.
9. The commission of an act of bankruptcy.
10. Finding of debarment or suspension. [Article II J]
11. The Contractor's organizational structure has materially changed.
12. CDA determines that the Contractor may be considered a "high risk" agency as described in 2 CFR 200.205 and 45 CFR 75.205. If such a determination is made, the Contractor may be subject to special conditions or restrictions.

C. Contractor's Obligation After Notice of Termination

After receipt of a Notice of Termination, and except as directed by CDA, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

The Contractor shall:

1. Stop work as specified in the Notice of Termination.
2. Place no further subcontracts for materials or services, except as necessary, to complete the continued portion of the Contract.
3. Terminate all subcontracts to the extent they relate to the work terminated.
4. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, (the approval or ratification of which will be final for purposes of this clause).

D. Effective Date

Termination of this Agreement shall take effect immediately in the case of an emergency such as threat to life, health, or safety of the public. The effective date

ARTICLE XII. TERMINATION (Continued)

for Termination with Cause or for funding reductions is thirty (30) days and Termination without Cause is ninety (90) days subsequent to written notice to the Contractor. The notice shall describe the action being taken by CDA, the reason for such action and, any conditions of the termination, including the date of termination.

E. Voluntary Termination of Area Plan Agreement (Title III Only)

Pursuant to 22 CCR 7210, the Contractor may voluntarily terminate its contract prior to its expiration either by mutual agreement with CDA or upon thirty (30) days written notice to CDA. In case of voluntary termination, the Contractor shall allow CDA up to one hundred eighty (180) days to transition services. The Contractor shall submit a Transition Plan in accordance with Exhibit E of this Agreement.

F. Notice of Intent to Terminate by Contractor (All other non-Title III Programs)

In the event the Contractor no longer intends to provide services under this Agreement, the Contractor shall give CDA Notice of Intent to Terminate. Such notice shall be given in writing to CDA at least one hundred eighty (180) days prior to the proposed termination date. Unless mutually agreed upon, the Contractor does not have the authority to terminate the Agreement. The Notice of Intent to Terminate shall include the reason for such action and the anticipated last day of work. The Contractor shall submit a Transition Plan in accordance with Exhibit E.

G. In the Event of a Termination Notice

CDA will present written notice to the Contractor of any condition, such as, but not limited to, transfer of clients, care of clients, return of unspent funds; and disposition of property, which must be met prior to termination.

ARTICLE XIII. REMEDIES

The Contractor agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to CDA as a result of breach of this Agreement by the Contractor, whether such breach occurs before or after completion of the project.

ARTICLE XIV. DISSOLUTION OF ENTITY

The Contractor shall notify CDA immediately of any intention to discontinue existence of the entity or to bring an action for dissolution.

ARTICLE XV. AMENDMENTS, REVISIONS OR MODIFICATIONS

- A. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed and approved through the State amendment process in accordance with the State Contract Manual. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.
- B. The State reserves the right to revise, waive, or modify the Agreement to reflect any restrictions, limitations, or conditions enacted by Congress or the Legislature or as directed by the Executive Branch of State government.

ARTICLE XVI. NOTICES

- A. Any notice to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered or certified mail, overnight mail, postage prepaid, return receipt requested, provided the Contractor retains receipt, and shall be communicated as of actual receipt.
- B. Any notice given to CDA for the Contractor's change of legal name, main address, or name of the Director shall be completed by submitting a Std. 204 form to AAAcontactinfo@aging.ca.gov.
- C. All other notices with the exception of those identified in Section B of this Article shall be addressed to the California Department of Aging, AAA Based Teams, 2880 Gateway Oaks Drive, Suite 200, Sacramento, California, 95833. Notices mailed to the Contractor shall be to the address indicated on the coversheet of this Agreement.
- D. Either party may change its address by written notice to the other party in accordance with this Article.

ARTICLE XVII. DEPARTMENT CONTACT

- A. The name of CDA's contact to request revisions, waivers, or modifications affecting this Agreement, will be provided by the State to the Contractor upon full execution of this Agreement.
- B. Contractor shall submit to CDA changes to Contractor's legal name, main address, Director, or any key staff to be added or removed from the distribution list by submitting a Contact Report to AAAcontactinfo@aging.ca.gov. You may request the Contact Report by emailing AAAcontactinfo@aging.ca.gov.

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY

A. Information Assets

The Contractor, and its Subcontractors/Vendors, shall have in place operational policies, procedures, and practices to protect State information assets, including those assets used to store or access Personal Health Information (PHI), Personal Information (PI) and any information protected under the Health Insurance Portability and Accountability Act (HIPAA), (i.e., public, confidential, sensitive and/or personal identifying information) herein referred to as Personal, Sensitive and Confidential Information (PSCI) as specified in the State Administrative Manual, 5300 to 5365.3; Cal. Gov. Code § 11019.9, DGS Management Memo 06-12; DOF Budget Letter 06-34; and CDA Program Memorandum 07-18 Protection of Information Assets and the Statewide Health Information Policy Manual.

Information assets may be in hard copy or electronic format and may include but is not limited to:

1. Reports
2. Notes
3. Forms
4. Computers, laptops, cellphones, printers, scanners
5. Networks (LAN, WAN, WIFI) servers, switches, routers
6. Storage media, hard drives, flash drives, cloud storage
7. Data, applications, databases

B. Encryption of Computing Devices

The Contractor, and its Subcontractors/Vendors, are required to use 128-Bit encryption for PSCI data that is collected and stored under this Agreement that is confidential, sensitive, and/or personal information including data stored on all computing devices (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers and backup media) and/or portable electronic storage media (including but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).

C. Disclosure

1. The Contractor, and its Subcontractors/Vendors, shall ensure that all PSCI is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies.
2. The Contractor, and its Subcontractors/Vendors, shall protect from unauthorized disclosure, PSCI such as names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

3. “Personal Identifying information” shall include, but not be limited to: name; identifying number; social security number; state driver’s license or state identification number; financial account numbers; and symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.
4. The Contractor, and its Subcontractors/Vendors, shall not use PSCI above for any purpose other than carrying out the Contractor’s obligations under this Agreement. The Contractor and its Subcontractors are authorized to disclose and access identifying information for this purpose as required by OAA.
5. The Contractor and its Subcontractors/Vendors, shall not, except as otherwise specifically authorized or required by this Agreement or court order, disclose any identifying information obtained under the terms of this Agreement to anyone other than CDA without prior written authorization from CDA. The Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
6. The Contractor, and its Subcontractors/Vendors, may allow a participant to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Contractor accept such blanket authorization from any participant.

D. Security Awareness Training

1. The Contractor’s employees, Subcontractors/Vendors, and volunteers handling PSCI must complete the required CDA Security Awareness Training module located at <https://www.aging.ca.gov/ProgramsProviders/#Resources> within thirty (30) days of the start date of the Contract/Agreement, within thirty (30) days of the start date of any new employee, Subcontractor, Vendor or volunteer’s employment and annually thereafter.
2. The Contractor must maintain certificates of completion on file and provide them to CDA upon request.

E. Health Insurance Portability and Accountability Act (HIPAA)

The Contractor agrees to comply with the privacy and security requirements of HIPAA and ensure that Subcontractors/Vendors comply with the privacy and security requirements of HIPAA.

F. Information Integrity and Security Statement

The Contractor shall sign and return an Information Integrity and Security Statement (CDA 1024) form with this Agreement. This is to ensure that the Contractor is aware

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

of, and agrees to comply with, their obligations to protect CDA information assets, including PSCI, from unauthorized access and disclosure.

G. Security Incident Reporting

A security incident occurs when CDA information assets are or reasonably believed to have been accessed, modified, destroyed, or disclosed without proper authorization, or are lost or stolen. The Contractor, and its Subcontractors/Vendors, must comply with CDA's security incident reporting procedure located at <https://www.aging.ca.gov/ProgramsProviders/#Resources>.

H. Security Breach Notifications

Notice must be given by the Contractor, and/or its Subcontractors/Vendors to anyone whose PSCI could have been breached in accordance with HIPAA, the Information Practices Act of 1977, and State policy.

I. Software Maintenance

The Contractor, and its Subcontractors/Vendors, shall apply security patches and upgrades in a timely manner and keep virus software up-to-date on all systems on which State data may be stored or accessed.

J. Electronic Backups

The Contractor, and its Subcontractors/Vendors, shall ensure that all electronic information is protected by performing regular backups of files and databases and ensure the availability of information assets for continued business. The Contractor, and its Subcontractors/Vendors, shall ensure that all data, files and backup files are encrypted.

K. Provisions of this Article

The provisions contained in this Article shall be included in all contracts of both the Contractor and its Subcontractors/Vendors.

ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA

A. Copyrights

1. If any material funded by this Agreement is subject to copyright, the State reserves the right to copyright such material and the Contractor agrees not to copyright such material, except as set forth in Section B of this Article.
2. The Contractor may request permission to copyright material by writing to the Director of CDA. The Director shall grant permission, or give reason for

ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA (Continued)

denying permission to the Contractor in writing within sixty (60) days of receipt of the request.

- a. If the material is copyrighted with the consent of CDA, the State reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given to the author.

3. The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this contract

for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

B. Rights in Data

1. The Contractor shall not publish or transfer any materials, as defined in paragraph 2 below, produced or resulting from activities supported by this Agreement without the express written consent of the Director of CDA. That consent shall be given, or the reasons for denial shall be given, and any conditions under which it is given or denied, within thirty (30) days after the written request is received by CDA. CDA may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit the Contractor from sharing identifying client information authorized by the participant or summary program information which is not client-specific.
2. As used in this Agreement, the term “subject data” means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses and similar information incidental to contract administration, or the exchange of that information between AAAs to facilitate uniformity of contract and program administration on a statewide basis.
3. Subject only to other provisions of this Agreement, the State may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law, all subject data delivered under this Agreement.

ARTICLE XX BILINGUAL AND LINGUISTIC PROGRAM SERVICES

A. Needs Assessment

1. The Contractor shall conduct a cultural and linguistic group-needs assessment of the eligible client population in the Contractor’s service area to assess the language needs of the population and determine what reasonable steps are necessary to ensure meaningful access to services and activities to eligible individuals. [22 CCR 98310, 98314]

The group-needs assessment shall take into account the following four (4) factors:

- a. Number or proportion of persons with Limited English Proficiency (LEP) eligible to be served or encountered by the program.
- b. Frequency with which LEP individuals come in contact with the program.
- c. Nature and importance of the services provided.
- d. Local or frequently used resources available to the Contractor.

This group-needs assessment will serve as the basis for the Contractor’s determination of “reasonable steps” and provide documentary evidence of compliance with Cal. Gov. Code § 11135 et seq.; 2 CCR 11140, 2 CCR 11200 et seq., and 22 CCR98300 et seq.

2. The Contractor shall prepare and make available a report of the findings of the group-needs assessment that summarizes:
 - a. Methodologies used.
 - b. The linguistic and cultural needs of non-English speaking or LEP groups.
 - c. Services proposed to address the needs identified and a timeline for implementation. [22 CCR 98310]
3. The Contractor shall maintain a record of the group-needs assessment on file at the Contractor’s headquarters at all times during the term of this Agreement. [22 CCR 98310, 98313]

B. Provision of Services

1. The Contractor shall take reasonable steps, based upon the group-needs assessment identified in Section A of this Article, to ensure that “alternative

ARTICLE XX BILINGUAL AND LINGUISTIC PROGRAM SERVICES (Continued)

communication services” are available to non-English speaking or LEP beneficiaries of services under this Agreement.

[2 CCR 11162]

2. “Alternative communication services” include, but are not limited to, the provision of services and programs by means of the following:
 - a. Interpreters or bilingual providers and provider staff.
 - b. Contracts with interpreter services.
 - c. Use of telephone interpreter lines.
 - d. Sharing of language assistance materials and services with other providers.
 - e. Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs.
 - f. Referral to culturally and linguistically appropriate community service programs.
3. Based upon the findings of the group-needs assessment, the Contractor shall ensure that reasonable alternative communication services are available to meet the linguistic needs of identified eligible client population groups at key points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits and in-home visits.

[2 CCR 11162]

The Contractor shall self-certify to compliance with the requirements of this section and shall maintain the self-certification record on file at the Contractor’s office at all times during the term of this Agreement.

[22 CCR 98310]

4. The Contractor shall notify its employees of clients’ rights regarding language access and the Contractor’s obligation to ensure access to alternative communication services where determined appropriate based upon the needs assessment conducted by the Contractor. [22 CCR 98324]
5. Noncompliance with this section may result in suspension or termination of funds and/or termination of this Agreement. [22 CCR 98370]

ARTICLE XX BILINGUAL AND LINGUISTIC PROGRAM SERVICES (Continued)

C. Compliance Monitoring

1. The Contractor shall develop and implement policies and procedures for assessing and monitoring the performance of individuals and entities that provide alternative communication services to non-English and LEP clients. [22 CCR 98310]
2. The Contractor shall monitor, evaluate, and take effective action to address any needed improvement in the delivery of culturally and linguistically appropriate services. [22 CCR 98310]
3. The Contractor shall permit timely access to all records of compliance with this section. Failure to provide access to such records may result in appropriate sanctions. [22 CCR 98314]

D. Notice to Eligible Beneficiaries of Contracted Services

1. The Contractor shall designate an employee to whom initial complaints or inquiries regarding national origin can be directed. [22 CCR 98325]
2. The Contractor shall make available to ultimate beneficiaries of contracted services and programs information regarding CDA's procedure for filing a complaint and other information regarding the provisions of Cal. Gov. Code § 11135 et seq. [22 CCR 98326]
3. The Contractor shall notify CDA immediately of a complaint alleging discrimination based upon a violation of State or federal law. [2 CCR 11162, 22 CCR 98310, 98340]

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. The Contractor shall assure that all HICAP related public information materials include the appropriate HICAP Product Disclaimer. The Contractor may select the appropriate Template Language that best corresponds with the Contractor's, or sub-contractor's HICAP contract allocation(s). Template language should be edited to replace each reference of "XX" with the appropriate corresponding figure.

ARTICLE I. ASSURANCES SPECIFIC TO HICAP (Continued)

1. Product Disclaimer Template Option 1:

“This [project/publication/program/website, etc.] [is/was] supported by the Administration for Community Living (ACL), U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling \$XX with 100 percent funding by ACL/HHS. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by ACL/HHS, or the U.S. Government.”

2. Product Disclaimer Template Option 2:

This project/publication/program/website, etc.] [is/was] supported by the Administration for Community Living (ACL), U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling \$XX with XX percentage funded by ACL/HHS and \$XX amount and XX percentage funded by non-government source(s). The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by ACL/HHS, or the U.S. Government.

- 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.

ARTICLE I. ASSURANCES SPECIFIC TO HICAP (Continued)

- 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 term 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.
 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.

ARTICLE I. ASSURANCES SPECIFIC TO HICAP (Continued)

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 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

ARTICLE I. ASSURANCES SPECIFIC TO HICAP (Continued)

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:
 - 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.

ARTICLE I. ASSURANCES SPECIFIC TO HICAP (Continued)

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
 - 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.

ARTICLE I. ASSURANCES SPECIFIC TO HICAP (Continued)

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.

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)]
- C. The Contractor shall provide to CDA for approval, a detailed HICAP Work Plan that outlines the Contractor’s and subcontractors’ (if applicable) strategies and use of resources to complete project goals as provided by CDA.

The AAA’s proposed HICAP Work Plan must be submitted to and approved by the CDA HICAP Bureau before payments can be made to the Contractor.

The CDA-approved HICAP Work Plan is hereby incorporated into this Agreement by reference as part of this Exhibit.

ARTICLE II. REPORTING PROVISIONS (Continued)

Requests to modify or amend the approved Work Plan may be made by either CDA or the Contractor at any time. Modifications of the Work Plan shall be effective upon the mutual agreement of both parties. However, the CDA may unilaterally modify the Work Plan if required by ACL or other federal award guidance.

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.

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

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.
- 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.

**HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM
Budget Display
City & County of San Francisco**

April 1, 2024 - March 31, 2025

STATE FISCAL YEAR 2023-2024 & 2024-2025

HICAP FUNDS	NOTES	PROJECT	PROGRAM BASELINE	BASELINE ADJUSTMENT	ONE-TIME ONLY	TOTAL	NET CHANGE
Reimbursements (Ins Fund)	a,b,c,e	HIRL	139,957	0	0	139,957	0
State HICAP Fund	a,b,c,e	HIHL	69,925	0	0	69,925	0
State HICAP Fund Augmentation	a,b,c,e	HIPL	57,318	0	0	57,318	0
Federal SHIP Funds	c,d,e	HIFL	101,755	0	0	101,755	0
STATE FISCAL YEAR 2023-2024 & 2024-2025			368,955	0	0	368,955	0

*The maximum amount available for period April 1, 2024 - June 30, 2025	
Reimbursements (Ins Fund)	\$35,089
State HICAP Fund	\$17,531
State HICAP Fund Augmentation	\$13,327

- a *State Funds will not be available until 4/1/2024 and expended by June 30, 2024; final expenditures reported in closeout no later than 8/15/2024.
- b State Funds will not be available until July 1 and/or upon enactment of the Budget Act which ever comes later.
- c The allocations are subject to change pending updated Medicare Beneficiary Population factor data.
- d Federal Funds must be expended by 3/31/25 and final expenditures reported in closeout no later than 5/15/2025.
- e Final expenditures for State and Federal funds must be reported in closeout by 5/15/2025.

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	TBD	4/1/2024

**EXHIBIT A, Attachment 1
General Information**

SCOPE OF WORK

1. The Contractor agrees to provide to the California Department of Aging (CDA) the services described herein Agreement number HI-2425-06.
2. The services shall be performed in Planning and Service Area(s): 6.
3. The services shall be provided as needed.
4. The project representatives during the term of this agreement will be:

State Agency: California Department of Aging	Contractor: City & County of San Francisco
Name: Local Finance Manager	Name: Kelly Dearman
Phone: (916) 931-1936	Phone: (415) 355-6767
Email: Finance@aging.ca.gov	Email: Kelly.Dearman@sfgov.org

Direct all contract document inquiries to:

State Agency: California Department of Aging	Contractor: City & County of San Francisco
Section/Unit: Business Management Bureau	Section/Unit:
Attention: Kelli Kemper, Contract Analyst	Attention: Kelly Dearman
Address: 2880 Gateway Oaks Dr., Ste 200 Sacramento, CA 95833	Address: P.O. Box 7988 San Francisco, CA 94120-7988
Phone: (916) 419-7537	Phone: (415) 355-6767
Email: kelli.kemper@aging.ca.gov	Email: Kelly.Dearman@sfgov.org

The parties may change their representatives upon providing ten days written notice to the other party. Said changes do not require an amendment to this agreement.

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

HI-2425-06

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

California Department of Aging

CONTRACTOR NAME

City & County of San Francisco

2. The term of this Agreement is:

START DATE

4/1/2024

THROUGH END DATE

3/31/2025

3. The maximum amount of this Agreement is:

\$ 368,955 Three hundred sixty-eight thousand nine hundred fifty-five and 00/100 dollars

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	5 pages
Exhibit A, Attachment 1	General Information	1 page
Exhibit B	Budget Detail and Payment Provisions	8 pages
Exhibit B, Attachment 1	Budget Display	1 page
Exhibit C	General Terms and Conditions – GTC-4/2017*	0 pages
Exhibit D	Special Terms and Conditions	33 pages
Exhibit E	Additional Provisions	11 pages

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.**These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>***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.)

City & County of San Francisco

CONTRACTOR BUSINESS ADDRESS

P.O. Box 7988

CITY

San Francisco

STATE

CA

ZIP

94120-7988

PRINTED NAME OF PERSON SIGNING

Kelly Dearman

TITLE

Executive Director

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Aging

CONTRACTING AGENCY ADDRESS

2880 Gateway Oaks Drive, Suite 200

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

Nate Gillen

TITLE

Chief, Business Management Bureau

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

AG OP 80-111

ARTICLE I. PROGRAM DEFINITIONS

- A. “Eligible Service Population” means Medicare beneficiaries, including Medicare beneficiaries by virtue of a disability, and those persons imminent of Medicare eligibility [Welf. & Inst. Code § 9541(a), (c)(2)], and the public at large who are eligible to receive HICAP community education services, including long-term care planning and long-term care insurance counseling services. [Welf. & Inst. Code § 9541(c)(1), (c)(2), (c)(4)-(6)]
- B. The Older Californians Act (OCA) means Welf. & Inst. Code § 9541 of the Mello-Granlund Older Californians Act, which is the enabling legislation for HICAP.
- C. “Health Insurance Counseling and Advocacy Program” (HICAP) means a program designed to provide Medicare beneficiaries and those imminent of becoming eligible for Medicare with counseling and advocacy about Medicare, private health insurance, and related health care coverage plans for the purpose of preserving service integrity on a Statewide basis. [Welf. & Inst. Code § 9541]
- D. “Medicare Modernization Act 2005 (MMA) State Funds” means the 2005 augmentation of HICAP State funds as defined in Welf. & Inst. Code § 9757.5(h).
- E. “State Health Insurance Assistance Program” (SHIP) means a national program supported by the federal Administration for Community Living (ACL) that offers one-on-one counseling and assistance to people with Medicare and their families. Through federal grants directed to states, SHIPs provide free counseling and assistance via telephone and face-to-face interactive sessions, public education presentations and programs, and media activities. In California, SHIP is the same program as the Health Insurance Counseling and Advocacy Program (HICAP). This term may be used interchangeably with HICAP.
- F. “Program Income” means revenue generated by the Contractor or Subcontractor from contract-supported activities, and may include:
 - 1. Voluntary contributions received from a participant or responsible party as a result of the service.
 - 2. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.
 - 3. Royalties received on patents and copyrights from contract-supported activities.
 - 4. Proceeds from the sale of goods created under CDA grant funds.

ARTICLE II. SCOPE OF WORK

The Contractor, whether providing HICAP directly or through a subcontract, shall:

- A. Ensure statutory provisions of HICAP [Welf. & Inst. Code § 9541] are met. Services shall be provided in accordance with all applicable laws, regulations, this Agreement, SHIP Base Grant Program Terms and Conditions, the HICAP Program Manual, and any other subsequent CDA Program Memos (PM), provider bulletins or similar instructions issued during the term of this Agreement.
- B. Maintain and, if applicable, distribute a current HICAP Program Manual and related CDA requirements to all HICAP Counselors and responsible persons to ensure ready access to standards, policies, and procedures. Additionally, all counselors shall be provided the latest HICAP Counselor Handbook. [Welf. & Inst. Code § 9100(c)-(d); § 9541(b)(1)-(2)]
- C. Provide timely notice to CDA of any changes to the Program or changes in the status of the Contractor or Subcontractor that could restrict the operations of, or access to, HICAP services. These changes include, but are not limited to, personnel changes, program or project phone number changes, headquarters office address changes and mailing address changes. If subcontracted, the Contractor will forward this information to CDA.
- D. Submit the name of the HICAP Program Manager to CDA within thirty (30) days of initial employment. If subcontracted, the Contractor will forward this information to CDA.
- E. Conduct recruitment, training, coordination, and registration of health insurance counselors, including a large contingent of volunteer counselors, Long-Term Care Counselors, Long-Term Care Community Educators, designed to expand services as broadly as possible. New counselors shall be recruited, trained, and registered in compliance with state law and the HICAP Program Manual.
- F. Ensure that the standard HICAP work week business hours, during which HICAP is open to the public, shall be five (5) days a week, Monday through Friday, from at least 9 a.m. to 4 p.m., except on holidays.
- G. Ensure that public telephone access is available during normal business hours, Monday through Friday, 9 a.m. to 4 p.m. In the event clients cannot receive personal assistance immediately, they must be offered an opportunity to leave their name, a message, and return telephone number with an answering service or on an answering machine. Calls from clients leaving messages must be returned within two (2) business days.

ARTICLE II. SCOPE OF WORK (Continued)

- H. Ensure that the HICAP email address displayed on any public-facing website is monitored by staff Monday through Friday, 9 a.m. to 4 p.m. Responses to email communications must be provided within two (2) business days of the day the email was received.
- I. Obtain a written and signed consent form from clients prior to disclosing their personal or confidential information to a third party.
- J. Provide a written disclosure statement or its equivalent to counseling clients prior to counseling, as prescribed by CDA in the HICAP Program Manual.
[Welf. & Inst. Code § 9541(f)(4)]
- K. Provide community education designed to inform the public about Medicare, Medicare supplement and long-term care insurance options, Medicare Advantage plans, related managed health care plans, and insurance topics.
[Welf. & Inst. Code § 9541(c)(1), (c)(4)-(6)]
- L. Refer instances of suspected misrepresentation in advertising or sales of services provided by Medicare, managed health care plans, and life and disability insurers and agents, in accordance with the HICAP Program Manual.
[Welf. & Inst. Code § 9541(e)]
- M. Ensure that the HICAP Program Manager and/or designated representative shall attend all CDA required HICAP training sessions or conferences, in order to maintain program knowledge, efficiency, and competency.
[Welf. & Inst. Code § 9541(f)(7)]
- N. Maintain a program data collection and reporting system as specified in Exhibit E of this Agreement.
- O. Collect, track, and report on all aspects of HICAP activity as specified in Exhibit E of this agreement, to assess the Contractor's progress in reaching measurable outcomes as defined through annual HICAP Performance Measures
- P. Ensure the submission of program information and support documentation, to the CDA, for the development of required reports. These include, but are not limited to, the SHIP Grant Application, Supplemental Grant Funding Applications, and the SHIP Grant Mid-term Report. The information and documentation will be sent in the format requested, in a timely manner, and at intervals as determined by CDA.
- Q. Ensure processes are in place to provide program evaluation and quality assurance, including but not limited to, client satisfaction surveys and questionnaires.

ARTICLE II. SCOPE OF WORK (Continued)

- R. Ensure referral services for legal representation with respect to Medicare appeals, Medicare related managed care appeals, and other related insurance problems, excluding the filing of lawsuits against private insurers or managed health care plans.
- S. Ensure that if legal services are provided directly or through a subcontract, the following conditions must be met:
 - 1. HICAP legal representation and technical program support shall be provided by or under the direction of a Supervising Attorney who is trained in Medicare law and who is in good standing with the California Bar.
 - 2. Legal representation services shall be limited to Medicare, Medicare Part D issues, Medicare savings programs, low-income subsidy issues, long-term care insurance, managed care, and related health care coverage plans. [Welf. & Inst. Code § 9541(c)(3)]
 - 3. HICAP legal representation shall be subject to the understanding that the legal representation and legal advocacy shall not include the filing of lawsuits against private insurers or managed health care plans. [Welf. & Inst. Code § 9541(c)(3)]
 - 4. Contracted legal representation services shall not commence without a formal referral from the HICAP Program Manager to the Supervising Attorney, and only after a preliminary counseling session determines the need for referral.
 - 5. Report the Legal Services units of service (if applicable) in the Area Plan Service Unit Plan (SUP).

The Supervising Attorney shall report the performance of legal services in accordance with HICAP reporting instructions.

- T. Perform the following if subcontracting for HICAP program services:
 - 1. Enter into contracts with subcontractors to operate the HICAP and provide HICAP counseling, informal advocacy, outreach, education and legal representation to Medicare beneficiaries within the contracted service area pursuant to Welf. & Inst. Code § 9541(c)(3), the HICAP Program Manual as issued by CDA, and any other subsequent CDA PMs, provider bulletins or similar instructions issued during the term of this Agreement.

ARTICLE II. SCOPE OF WORK (Continued)

2. Ensure all applicable provisions required within this Agreement are included in any subcontract entered into by the Contractor to carry out the terms of this Agreement.
 3. Review, approve, and monitor subcontractors' budgets and expenditures and any subsequent amendments and revisions to budgets. The Contractor shall, to the extent feasible, ensure that all budgeted funds are expended by the end of each fiscal year.
 4. Conduct onsite monitoring once every two (2) years, and evaluate and document subcontractors' performance and compliance with this Agreement. [45 CFR 1321.11]
 5. Provide training, support and technical assistance to the Subcontractor as needed and respond in writing to all written requests from subcontractors for guidance and interpretation of instructions.
- U. AAAs are required to integrate HICAP in their Area Plan and annual updates, following CDA guidance. When Area Plans or annual updates are submitted, AAAs must ensure that the submitted Area Plan or annual update either aligns with the approved HICAP budget or submit a budget revision to align with the Area Plan, as outlined in Exhibit B (WIC 9535(b)).

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 Agreement 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 Agreement and approval of an itemized budget. No legal liability on the part of the State for any payment may arise under this Agreement 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 Agreement pursuant to Exhibit D, Article XII., A of this Agreement, or
 - ii. Offer an agreement amendment to the Contractor to reflect the reduced funding for this Agreement.
- 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)]
2. Interest earned on advances of federal funds shall be identified as non-match cash.

ARTICLE I. FUNDS (Continued)

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.
 6. Supplies.
 7. Equipment - detailed descriptions and total costs.

ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

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 exceeding the maximum ten percent (10%) shall retain on file an approved negotiated indirect cost rate or cost allocation plan.
 3. 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 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.

ARTICLE III. PROGRAM SPECIFIC FUNDS (Continued)

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 thirty (30) days after contract documents have been released, 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.
- C. The final date to submit a budget revision is sixty (60) days prior to the end of the Agreement period, unless otherwise specified by CDA. CDA will not accept any budget revision after the Agreement period has expired.
- D. Line Item Budget Transfers

The Contractor may transfer Agreement 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.

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

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 and must be included in its approved HICAP Budget.

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 Agreement term at the time of Agreement 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 a Closeout Report to CDA once per State Fiscal Year, covering the period April 1st – March 31st.
- B. Closeout reporting documents must be addressed to the CDA Fiscal Team.

ARTICLE VI. CLOSEOUT (Continued)

- C. 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 Agreement 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. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

A. General Definitions

1. “Agreement” or “Contract” means the Standard Agreement (Std. 213), Exhibits A, B, C, D and E, an approved Budget Display as identified in Exhibit B, and if applicable, a Work Plan or Budget Summary, which are hereby incorporated by reference, amendments, and any other documents incorporated by reference, unless otherwise provided for in this Article.
2. “Contractor” means the Area Agency on Aging (AAA) awarded funds under this Agreement and is accountable to the State and/or federal government for use of these funds and is responsible for executing the provisions for services provided under this Agreement.
3. “CCR” means California Code of Regulations.
4. “CFR” means Code of Federal Regulations.
5. “UEI” means the Unique Entity ID - a 12-character alphanumeric ID assigned to an entity by SAM.gov on April 4, 2022. As part of this transition, the DUNS number has been removed from SAM.gov and entity registration, searching, and data entry in SAM.gov now require use of the new Unique Entity ID.
6. “Cal. Gov. Code” means California Government Code.
7. “OMB” means the federal Office of Management and Budget.
8. “Cal. Pub. Con. Code” means the California Public Contract Code.
9. “Cal. Civ. Code” means California Civil Code
10. “Reimbursable item” also means “allowable cost” and “compensable item.”
11. “State” and “Department” mean the State of California and the California Department of Aging (CDA) interchangeably.
12. “Subcontractor” means the legal entity that receives funds from the Contractor to carry out any part of a federal award identified in this Agreement.
13. “Subcontract” means any form of legal agreement between the Contractor and the Subcontractor, including an agreement that the Contractor or Subcontractor would consider to be a contract, including vendor type Agreements for providing goods or services under this Agreement.
14. “Vendor” means an entity selling goods or services to the Contractor or Subcontractor during the Contractor or Subcontractor’s performance of the Agreement.

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Continued)

15. “USC” means United States Code.
16. “HHS” means United States Department of Health and Human Services.
17. “OAA” means Older Americans Act.
18. “Allocation” means the process of assigning a cost, or a group of costs, to one or more cost objective(s), in reasonable proportion to the benefit provided or other equitable relationship. The process may entail assigning a cost(s) directly to a final cost objective or through one or more intermediate cost objectives. (2 CFR 200.1 and 45 CFR 75.2)
19. “Disallowed costs” means those charges determined to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award. (2 CFR 200.1 and 45 CFR 75.2)
20. “Questioned Costs” means a cost that is questioned by the auditor because of an audit finding which resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; where the costs, at the time of the audit, are not supported by adequate documentation; or where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances. (2 CFR 200.1 and 45 CFR 75.2).
21. “Recoverable cost” means the questioned cost identified from an audit.

B. Resolution of Language Conflicts

The terms and conditions of this federal award and other requirements have the following order of precedence, if there is any conflict in what they require:

1. The Grant Terms and Conditions.
2. The Older Americans Act and other applicable federal statutes and their implementing regulations.
3. If applicable, the Older Californians Act and other California State codes and regulations.
4. Standard Agreement (Std. 213), all Exhibits and any amendments thereto.
5. Any other documents incorporated herein by reference including, if applicable, the federal HHS terms and conditions found in Part II of the HHS Grant Policy Statement. The HHS Grant Policy Statement is available under the HHS Policy Requirements Topic at <https://www.hhs.gov/grants/grants/grants-policies-regulations/index.html>
6. Program memos and other guidance issued by CDA.

ARTICLE II. ASSURANCES

A. Law, Policy and Procedure, Licenses, and Certificates

The Contractor agrees to administer this Agreement and require any subcontractors to administer their subcontracts in accordance with this Agreement, and with all applicable local, State, and federal laws and regulations including, but not limited to, discrimination, wages and hours of employment, occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Agreement and resolve all issues using good administrative practices and sound judgment. The Contractor and its subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.

B. Subcontracts

The Contractor shall require language in all subcontracts to require all subcontractors to comply with all applicable State and federal laws.

C. Nondiscrimination

The Contractor shall comply with all federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification Clauses (CCC 307), which is hereby incorporated by reference. In addition, the Contractor shall comply with the following:

1. Equal Access to Federally-Funded Benefits, Programs and Activities

The Contractor shall ensure compliance with Title VI of the Civil Rights Act of 1964 [42 USC 2000d; 45 CFR 80], which prohibits recipients of federal financial assistance from discriminating against persons based on race, color, religion, or national origin.

2. Equal Access to State-Funded Benefits, Programs and Activities

The Contractor shall, unless exempted, ensure compliance with the requirements of Cal. Gov. Code § 11135 et seq., and 2 CCR § 11140 et seq., which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. [22 CCR § 98323]

3. California Civil Rights Laws

The Contractor shall, ensure compliance with the requirements of California Public Contract Code § 2010 by submitting a completed California Civil Rights Laws Certification, prior to execution of this Agreement. The certificate is available at: <http://www.dgs.ca.gov/ols/Forms.aspx>

ARTICLE II. ASSURANCES (Continued)

The California Civil Rights Laws Certification ensures Contractor compliance with the Unruh Civil Rights Act (Cal. Civ. Code § 51) and the Fair Employment and Housing Act (Cal. Gov. Code § 12960), and ensures that Contractor internal policies are not used in violation of California Civil Rights Laws.

4. The Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. [42 USC 12101 et seq.]
5. The Contractor agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.

D. Standards of Work

The Contractor agrees that the performance of work and services pursuant to the requirements of this Agreement shall conform to accepted professional standards.

E. Conflict of Interest

1. The Contractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors, that are, or give the appearance of being, motivated

by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the State determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by the State and such conflict may constitute grounds for termination of the Agreement.
2. This provision shall not be construed to prohibit employment of persons with whom the Contractor's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

F. Covenant Against Contingent Fees

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement.

ARTICLE II. ASSURANCES (Continued)

2. For breach or violation of this warranty, CDA shall have the right to terminate this Agreement without liability or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

G. Payroll Taxes and Deductions

The Contractor shall promptly forward payroll taxes, insurances, and contributions, including State Disability Insurance, Unemployment Insurance, Old Age Survivors Disability Insurance, and federal and State income taxes withheld, to designated governmental agencies as required by law.

H. Facility Construction or Repair

This section applies only to Title III funds and not to other funds allocated to other Titles under the OAA. Title III funds may be used for facility construction or repair.

1. When applicable for purposes of construction or repair of facilities, the Contractor shall comply with the provisions contained in the following and shall include such provisions in any applicable agreements with subcontractors:
 - a. Copeland “Anti-Kickback” Act. [18 USC 874, 40 USC 3145] [29 CFR 3]
 - b. Davis-Bacon Act. [40 USC 3141 et seq.] [29 CFR 5]
 - c. Contract Work Hours and Safety Standards Act. [40 USC 3701 et seq.] [29 CFR 5, 6, 7, 8]
 - d. Executive Order 11246 of September 14, 1965, entitled “Equal Employment Opportunity” as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations. [41 CFR 60]
2. Payments are not permitted for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owner’s value of such property except where permitted by law and by CDA.
3. When funding is provided for construction and non-construction activities, the Contractor must obtain prior written approval from CDA before making any fund or budget transfers between construction and non-construction.

ARTICLE II. ASSURANCES (Continued)

I. Contracts in Excess of \$100,000

If all funding provided herein exceeds \$100,000, the Contractor shall comply with all applicable orders or requirements issued under the following laws:

1. Clean Air Act, as amended. [42 USC 7401]
2. Federal Water Pollution Control Act, as amended. [33 USC 1251 et seq.]
3. Environmental Protection Agency Regulations. [40 CFR 29] [Executive Order 11738]
4. State Contract Act [Cal. Pub. Con. Code §10295 et seq.]
5. Unruh Civil Rights Act [Cal. Pub. Con. Code § 2010]

J. Debarment, Suspension, and Other Responsibility Matters

1. The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:
 - a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
 - b. Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - c. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification.
 - d. Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.
2. The Contractor shall report immediately to CDA in writing, any incidents of alleged fraud and/or abuse by either the Contractor or subcontractors.
3. The Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by CDA.

ARTICLE II. ASSURANCES (Continued)

4. The Contractor agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the Subcontractor's debarment/suspension status.

K. Agreement Authorization

1. If a public entity, the Contractor shall submit to CDA a copy of an approved resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private nonprofit entity, the Contractor shall submit to CDA an authorization by the Board of Directors to execute this Agreement, referencing this Agreement number.
2. These documents, including minute orders must also identify the action taken.
3. Documentation in the form of a resolution, order, or motion by the Governing Board of the AAA is required for the original and each subsequent amendment to this Agreement. This requirement may also be met by a single resolution from the Governing Board of the Contractor authorizing the AAA Director or designee to execute the original and all subsequent amendments to this Agreement.

L. Contractor's Staff

1. The Contractor shall maintain adequate staff to meet the Contractor's obligations under this Agreement.
2. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.

M. UEI Number and Related Information

1. The Unique Entity Identifier changed from the DUNS Number to the Unique Entity ID (generated by SAM.gov) on April 4, 2022. The UEI number must be provided to CDA prior to the execution of this Agreement. Business entities may register for a UEI number at <https://sam.gov/content/duns-uei>.
2. The Contractor must register the UEI number and maintain an "Active" status within the federal System for Award Management available online at <https://www.sam.gov/portal/SAM/#1>.
3. If CDA cannot access or verify "Active" status the Contractor's UEI information, which is related to this federal subaward on the Federal Funding Accountability and Transparency Act Subaward Reporting System (SAM.gov) due to errors in the Contractor's data entry for its UEI number, the Contractor must immediately update the information as required.

ARTICLE II. ASSURANCES (Continued)

N. Corporate Status

1. The Contractor shall be a public entity, private nonprofit entity, or Joint Powers Authority (JPA). If a private nonprofit corporation or JPA, the Contractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.
2. The Contractor shall ensure that any subcontractors providing services under this Agreement shall be of sound financial status.
3. Any subcontracting private entity or JPA shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.
4. Failure to maintain good standing by the contracting entity shall result in suspension or termination of this Agreement with CDA until satisfactory status is restored. Failure to maintain good standing by a subcontracting entity shall result in suspension or termination of the subcontract by the Contractor until satisfactory status is restored.

O. Lobbying Certification

The Contractor, by signing this Agreement, hereby certifies to the best of its knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency; a Member of Congress; an officer or employee of Congress; or an employee of a Member of Congress; in connection with the awarding of any federal contract; the making of any federal grant; the making of any federal loan; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including contracts

ARTICLE II. ASSURANCES (Continued)

under grants, loans, and cooperative agreements which exceed \$100,000) and that all subcontractors shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.
 5. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352.
 6. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- P. The Contractor and its Subcontractor/Vendors shall comply with Governor's Executive Order B-06-11, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get."

ARTICLE III. AGREEMENT

A copy of this executed Agreement is on file and available for inspection at the California Department of Aging, 2880 Gateway Oaks Drive, Suite 200, Sacramento, California 95833.

ARTICLE IV. COMMENCEMENT OF WORK

Should the Contractor or subcontractor begin work in advance of receiving notice that this Agreement is approved, that work may be considered as having been performed at risk as a volunteer and may not be reimbursed or compensated.

ARTICLE V. SUBCONTRACTS

- A. The Contractor is responsible for carrying out the terms of this Agreement, including the satisfaction, settlement, and resolution of all administrative, programmatic, and fiscal aspects of the program(s), including issues that arise out of any subcontracts, and shall not delegate or contract these responsibilities to any other entity. This includes, but is not limited to, disputes, claims, protests of award, or other matters of a contractual nature. The Contractor's decision is final and the Subcontractor has no right of appeal to CDA.
- B. The Contractor shall, in the event any subcontractor is utilized by the Contractor for any portion of this Agreement, retain the prime responsibility for all the terms and conditions set forth, including but not limited to, the responsibility for preserving the State's copyrights and rights in data in accordance with Article XIX of this Exhibit, for handling property in accordance with Article VII. of this Exhibit, and ensuring the keeping of, access to, availability of, and retention of records of subcontractors in accordance with Article VI. of this Exhibit.

ARTICLE V. SUBCONTRACTS (Continued)

- C. The Contractor shall not obligate funds for this Agreement in any subcontracts for services beyond the ending date of this Agreement.
- D. The Contractor shall have no authority to contract for, or on behalf of, or incur obligations on behalf of the State.
- E. The Contractor shall maintain on file copies of subcontracts, memorandums and/or Letters of Understanding which shall be made available for review at the request of CDA.
- F. The Contractor shall monitor the insurance requirements of its subcontractors in accordance with Article XI of this Exhibit.
- G. The Contractor shall require language in all subcontracts to require all subcontractors to indemnify, defend, and save harmless the Contractor, its officers, agents, and employees from any and all claims and losses accruing to or resulting from any subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with any activities performed for which funds from this Agreement were used and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Subcontractor(s) in the performance of this Agreement.
- H. The Contractor shall ensure that the Subcontractor will complete all reporting and expenditure documents requested by CDA. These reporting and expenditure documents shall be sent to the Contractor in a timely manner and at intervals as determined by CDA.
- I. The Contractor shall, prior to the awarding of a subcontract to any for-profit entity, submit the following to CDA for review and approval:
 - 1. The Request for Proposal (RFP) or Invitation for Bid.
 - 2. All bid proposals received.
 - 3. The proposal or bid evaluation documentation, along with the Contractor's rationale for awarding the subcontract to a for-profit entity. [22 CCR 7362]
 - 4. Description and documentation of dissemination of information concerning the RFP to elicit adequate competition. [22 CCR 7356]

Where a program may be subcontracted to a for-profit organization, the Contractor should include in its contract with the for-profit entity, a requirement for performance of a program-specific audit of the subcontracted program by an independent audit firm.

ARTICLE V. SUBCONTRACTS (Continued)

- J. The Contractor shall require all subcontractors to maintain adequate staff to meet the Subcontractor's Agreement with the Contractor. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.
- K. If a private nonprofit corporation, the Subcontractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.
- L. The Contractor shall refer to 2 CFR 200.331, Subpart D - Subrecipient and Contractor Determinations and 45 CFR 75.351, Subpart D - Subrecipient and Contractor Determinations in making a determination if a subcontractor relationship exists. If such a relationship exists, then the Contractor shall follow the procurement requirements in the applicable OMB Circular.
- M. The Contractor shall utilize procurement procedures as follows:
 - 1. The Contractor shall obtain goods and services through open and competitive awards. Each Contractor shall have written policies and procedures, including application forms, for conducting an open and competitive process, and any protests resulting from the process.
 - 2. For goods and services purchased with Title III or Title VII funds, the procurement procedures must include, at a minimum, the requirements set forth in 22 CCR 7352. The only exception is contained in 22 CCR 7360(a). The Contractor issuing a noncompetitive award must comply with 22 CCR 7360(b)-(d).

ARTICLE VI. RECORDS

- A. The Contractor shall maintain complete records which shall include, but not be limited to, accounting records, contracts, agreements, a reconciliation of the "Financial Closeout Report" (CDA Closeout) to the audited financial statements, single audit report, and general ledgers, and a summary worksheet identifying the results of performing an audit resolution of its subcontractors in accordance with Article X. of this Exhibit. This includes the following: Letters of Agreement, insurance documentation, memorandums and/or Letters of Understanding, patient or client records, and electronic files of its activities and expenditures hereunder in a form satisfactory to CDA. The reconciliation of the CDA Closeout to the Contractor general ledger must be submitted with the CDA Closeout package. All records pertaining to this Agreement must be made available for inspection and audit by the State or its duly authorized agents, at any time during normal business hours.
- B. All such records, including confidential records, must be maintained and made available by the Contractor: (1) until an audit of the July 1, 2023 through June 30, 2024 period of expenditures has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA's Audit and Risk Management

ARTICLE VI. RECORDS (Continued)

Branch, (2) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by Sections A and C of this Article, and (3) for such longer period as CDA deems necessary.

- C. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in Section A above. The Contractor shall ensure that any resource directories and all client records remain the property of CDA upon termination of this Agreement, and are returned to CDA or transferred to another contractor as instructed by CDA.
- D. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of the State and is so stated in writing to the Contractor.
- E. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by the State under this Agreement. Source documentation includes, but is not limited to: vendor invoices, bank statements, cancelled checks, bank/credit card statements, contracts and agreements, employee time sheets, purchase orders, indirect cost allocation plans.
- F. All records containing confidential information shall be handled in a confidential manner in accordance with the requirements for information integrity and security, and in accordance with guidelines set forth in this Article, and Article XVIII. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

ARTICLE VII. PROPERTY

- A. Unless otherwise provided for in this Article, property refers to all assets used in operation of this Agreement.
 - 1. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc.
 - 2. Property does not include consumable office supplies such as paper, pencils, toner cartridges, file folders, etc.
- B. Property acquired under this agreement, which meets any of the following criteria is subject to the reporting requirements:
 - 1. Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least \$5,000 (a desktop or laptop setup, is considered a unit, if purchased as a unit).

ARTICLE VII. PROPERTY (Continued)

2. All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones).
 3. All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).
- C. Additions, improvements, and betterments to assets meeting all of the conditions in Section B above must also be reported. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.
- D. Intangibles are property which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.). Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.
- E. The Contractor shall keep track of property purchased with funds from this Agreement that meet the requirements as defined in Exhibit D, Article VII, item B, and submit to CDA a Property Acquisition Form (CDA 9023) for all property furnished or purchased by either the Contractor or the Subcontractor with funds awarded under the terms of this Agreement, as instructed by the CDA. The Contractor shall certify their reported property inventory annually with the Closeout by completing the Program Property Inventory Certification (CDA 9024), unless further restricted by Exhibit E, where applicable.

The Contractor shall record, at minimum, the following information when property is acquired:

1. Date acquired.
2. Item description (include model number).
3. **CDA**-issued tag number.
4. Serial number (if applicable).
5. Purchase cost or other basis of valuation.
6. Fund source

ARTICLE VII. PROPERTY (Continued)

F. Disposal of Property

1. Prior to disposal of any property purchased by the Contractor or the Subcontractor with funds from this Agreement or any predecessor Agreement, the Contractor must obtain approval from CDA for all reportable property as defined in Section B of this Article. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from CDA. The Contractor shall submit to CDA a Request to Dispose of Property (CDA 248) to property@aging.ca.gov. CDA will then instruct the AAA on disposition of the property. Once approval for disposal has been received from CDA and the AAA has reported to CDA the Property Survey Report's (STD 152) Certification of Disposition, the item(s) shall be removed from the Contractor's inventory report. Property is not to be disposed of until both the CDA 248 and STD 152 have been approved by CDA. Contractor will be liable for repayment of purchase price of equipment if Contractor disposes of equipment without prior approval from CDA.
 2. The Contractor must remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants, cell or smart phones, multi-function printers, and laptops.
- G. Any loss, damage, or theft of equipment shall be investigated and fully documented. The Contractor shall promptly notify CDA and shall provide copies of the investigative documentation and police reports as requested by CDA.
- H. The State reserves title to all State-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations or as otherwise agreed by the parties.
- I. The Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, or until the Contractor has complied with all written instructions from CDA regarding the final disposition of the property.
- J. In the event of the Contractor's dissolution or upon termination of this Agreement, the Contractor shall provide a final property inventory to the State. The State reserves the right to require the Contractor to transfer such property to another entity, or to the State.
- K. To exercise the above right, no later than one hundred twenty (120) days after termination of this Agreement or notification of the Contractor's dissolution, the State will issue specific written disposition instructions to the Contractor.

ARTICLE VII. PROPERTY (Continued)

- L. The Contractor shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Contractor shall use it, if needed, and with written approval of the State for other purposes in this order:
 - 1. For another CDA program providing the same or similar service.
 - 2. For another CDA-funded program.
- M. The Contractor may share use of the property and equipment or allow use by other programs, upon written approval from CDA. As a condition of the approval, CDA may require reimbursement under this Agreement for its use.
- N. The Contractor or subcontractors shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.
- O. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the Budget Summary.
- P. The Contractor shall include the provisions contained in this Article in all its subcontracts awarded under this Agreement.

ARTICLE VIII. ACCESS

The Contractor shall provide access to the federal or State contracting agency, the California State Auditor, the Comptroller, General of the United States, or any of their duly authorized federal or State representatives to any books, documents, papers, and records of the Contractor or subcontractor which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts, and transcriptions. The Contractor shall include this requirement in its subcontracts.

ARTICLE IX. MONITORING AND EVALUATION

- A. Authorized State representatives shall have the right to monitor and evaluate the Contractor's administrative, fiscal and program performance pursuant to this Agreement. Said monitoring and evaluation may include, but is not limited to, administrative processes, fiscal, data and procurement components. This will include policies, procedures, procurement, audits, inspections of project premises, interviews of project staff and participants, and when applicable, inspection of food preparation sites.
- B. The Contractor shall cooperate with the State in the monitoring and evaluation processes, which include making any administrative, program and fiscal staff available during any scheduled process.

ARTICLE IX. MONITORING AND EVALUATION (Continued)

- C. The Contractor shall monitor contracts and subcontracts to ensure compliance with laws, regulations, and the provisions of contracts that may have a direct and/or material effect on each of its CDA funded programs.
- D. The Contractor is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts, monitoring reports, and all other pertinent records until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA.

ARTICLE X. AUDIT REQUIREMENTS

A. General

- 1. Any duly authorized representative of the federal or State government, which includes but is not limited to the State Auditor, CDA Staff, and any entity selected by State to perform inspections, shall have the right to monitor and audit Contractor and all subcontractors providing services under this Agreement through on-site inspections, audits, and other applicable means the State determines necessary. In the event that CDA is informed of an audit by an outside federal or State government entity affecting the Contractor, CDA will provide timely notice to Contractor.
- 2. Contractor shall make available all reasonable information necessary to substantiate that expenditures under this Agreement are allowable and allocable, including, but not limited to accounting records, vendor invoices, bank statements, cancelled checks, bank/credit card statements, contracts and agreements, employee timesheets, purchase orders, and indirect cost allocation plans. Contractor shall agree to make such information available to the federal government, the State, or any of their duly authorized representatives, including representatives of the entity selected by State to perform inspections, for examination, copying, or mechanical reproduction, on or off the premises of the appropriate entity upon a reasonable request.
- 3. All agreements entered into by Contractor and subcontractors with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause permitting any duly authorized representative of the federal or State government access to the supporting documentation of said audit firm(s).
- 4. The Contractor shall cooperate with and participate in any further audits which may be required by the State, including CDA fiscal and compliance audits.

ARTICLE X. AUDIT REQUIREMENTS (Continued)

B. CDA Fiscal and Compliance Audits

1. The CDA Audits and Risk Management Branch shall perform fiscal and compliance audits of Contractors in accordance with Generally Accepted Government Auditing Standards (GAGAS) to ensure compliance with applicable laws, regulations, grants, and contract requirements.
2. The CDA fiscal and compliance audits may include, but not be limited to, a review of:
 - a. Financial closeouts (2 CFR 200.1 and 45 CFR 75.2)
 - b. Internal controls (2 CFR 200.303 and 45 CFR 75.303)
 - c. Allocation of expenditures (2 CFR 200.1 and 45 CFR 75.2)
 - d. Allowability of expenditures (2 CFR 200.403 and 45 CFR 75.403)
 - e. Equipment expenditures and approvals, if required (2 CFR 200.439 and 45 CFR 75.439)

C. Single Audit Reporting Requirements (2 CFR 200 Subpart F and 45 CFR 75 Subpart F)

1. Contractor Single Audit Reporting Requirements

- a. Contractors that expend \$750,000 or more in federal funds shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98-502; the Single Audit Act Amendments of 1996, Public Law 104-156; 2 CFR 200.501 to 200.521 and 45 CFR 75.501 to 75.521.

A copy shall be submitted to the:

California Department of Aging
Attention: Audits and Risk Management Branch
2880 Gateway Oaks Drive, Suite 200
Sacramento, California 95833

- b. The copy shall be submitted within thirty (30) days after receipt of the Auditor's report or nine (9) months after the end of the audit period, whichever occurs first, or unless a longer period is agreed to in advance by the cognizant or oversight agency.
- c. For purposes of reporting, the Contractor shall ensure that State-funded expenditures are displayed discretely along with the related federal expenditures in the single audit report's "Schedule of

ARTICLE X. AUDIT REQUIREMENTS (Continued)

Expenditures of Federal Awards” (SEFA) under the Catalog of Federal Domestic Assistance (CFDA) number.

- d. For State contracts that do not have CFDA numbers, the Contractor shall ensure that the State-funded expenditures are discretely identified in the SEFA by the appropriate program name, identifying grant/contract number, and as passed through CDA.
2. The Contractor shall perform a reconciliation of the “Financial Closeout Report” to the audited financial statements, single audit, and general ledgers. The reconciliation shall be maintained and made available for CDA review. The reconciliation must be submitted with the CDA Closeout Package.
3. Contract Resolution of Contractor’s Subrecipients

The Contractor shall have the responsibility for resolving its contracts with subcontractors to determine whether funds provided under this Agreement are expended in accordance with applicable laws, regulations, and provisions of contracts or agreements. The Contractor shall, at a minimum, perform Contract resolution within fifteen (15) months of the "Financial Closeout Report."
4. The Contractor shall ensure that subcontractor single audit reports meet 2 CFR 200 and 45 CFR 75, Subparts F-Audit Requirements.
5. Contract resolution includes:
 - a. Ensuring that subcontractors expending \$750,000 or more in federal awards during the subcontractor’s fiscal year have met the audit requirements of 2 CFR 200.501 - 200.521 and 45 CFR 75.501 to 75.521.
 - b. Issuing a management decision on audit findings within six (6) months after receipt of the Subcontractor’s single audit report and ensuring that the Subcontractor takes appropriate and timely corrective action.
 - c. Reconciling expenditures reported to the Contractor to the amounts identified in the single audit or other type of audit if the Subcontractor was not subject to the single audit requirements. For a subcontractor who was not required to obtain a single audit and did not obtain another type of audit, the reconciliation of expenditures reported to CDA must be accomplished through performing alternative procedures (e.g., risk assessment [2 CFR 200.332 and 45 CFR 75.352], documented review of financial statements, and documented expense verification, including match, etc.).

ARTICLE X. AUDIT REQUIREMENTS (Continued)

6. When alternative procedures are used, the Contractor shall perform financial management system testing, which provides, in part, for the following:
 - a. Accurate, current, and complete disclosure of the financial results of each federal award or program.
 - b. Records that identify adequately the source and application of funds for each federally funded activity.
 - c. Effective control over, and accountability for, all funds, property, and other assets to ensure these items are used solely for authorized purposes.
 - d. Comparison of expenditures with budget amounts for each federal award.
 - e. Written procedures to implement the requirements of 2 CFR 200.305.
 - f. Written procedures for determining the allowability of costs in accordance with 2 CFR Part 200 and 45 CFR Part 75, Subparts E - Cost Principles.

[2 CFR 200.302 and 45 CFR 75.302]
 - g. The Contractor shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents.
 - h. Determining whether the results of the reconciliations performed necessitate adjustment of the Contractor's own records.

7. The Contractor shall ensure that subcontractor single audit reports meet 2 CFR 200 and 45 CFR 75, Subparts F - Audit Requirements:
 - a. Performed timely – not less frequently than annually and a report submitted timely. The audit is required to be submitted within thirty (30) days after receipt of the Auditor's report or nine (9) months after the end of the audit period, whichever occurs first. [2 CFR 200.512 and 45 CFR 75.512]
 - b. Properly procured – use procurement standards for auditor selection. [2 CFR 200.509 and CFR 75.509]
 - c. Performed in accordance with Generally Accepted Government Auditing Standards. [2 CFR 200.514 and 45 CFR 75.514]

ARTICLE X. AUDIT REQUIREMENTS (Continued)

- d. All inclusive – includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts; and the schedule of findings and questioned costs. [2 CFR 200.515 and 45 CFR 75.515]
 - e. Performed in accordance with provisions applicable to this program as identified in 2 CFR Part 200, and 45 CFR Part 75, Subpart F, Audit Requirements.
8. Requirements identified in Sections D and E of this Article shall be included in contracts with the Subcontractor. Further, the Subcontractor shall be required to include in its contract with the independent Auditor that the Auditor will comply with all applicable audit requirements/standards; CDA shall have access to all audit reports and supporting work papers, and CDA has the option to perform additional work, as needed.
9. The Contractor shall prepare a summary worksheet of results from the contract resolutions performed of all subcontractors. The summary worksheet shall include, but not be limited to, contract amounts; amounts resolved; amounts of match verified, resolution of variances; recovered amounts; whether an audit was relied upon or the Contractor performed an independent expense verification review (alternative procedures) of the Subcontractor in making a determination; whether audit findings were issued; and, if applicable, issuance date of the management letter; and any communication or follow-up performed to resolve the findings.
10. A reasonably proportionate share of the costs of audits required by, and performed in, accordance with the Single Audit Act Amendments of 1996, as implemented by requirements of this part, are allowable. However, the following audit costs are unallowable:
- a. Any costs when audits required by the Single Audit Act and 2 CFR 200 and 45 CFR 75, Subparts F – Audit Requirements have not been conducted or have been conducted but not in accordance therewith; and
 - b. Any costs of auditing a non-federal entity that is exempted from having an audit conducted under the Single Audit Act and 2 CFR 200 and 45 CFR 75, Subparts F – Audit Requirements because its expenditures under federal awards are less than \$750,000 during the non-federal entity's fiscal year.

ARTICLE X. AUDIT REQUIREMENTS (Continued)

- i. The costs of a financial statement audit of a non-federal entity that does not currently have a federal award may be included in the indirect cost pool for a cost allocation plan or indirect cost proposal.
- ii. Pass-through entities may charge federal awards for the cost of agreed-upon-procedures engagements to monitor subcontractors who are exempted from the requirements of the Single Audit Act and 2 CFR 200 and 45 CFR 75, Subparts F – Audit Requirements. This cost is allowable only if the agreed-upon procedures engagements are conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS) attestation standards, paid for and arranged by the pass-through entity, and limited in scope to one or more of the following types of compliance requirements: activities allowed or not allowed; allowable costs/cost principles; eligibility; and reporting.

[2 CFR 200.425]

ARTICLE XI. INSURANCE

- A. Prior to commencement of any work under this Agreement, the Contractor shall provide for the term of this Agreement, the following insurance:
 1. General liability of not less than \$1,000,000 per occurrence for bodily injury and property damage combined. Higher limits may be required by the State in cases of higher than usual risks.
 2. Automobile liability including non-owned auto liability, of not less than \$1,000,000 for volunteers and paid employees providing services supported by this Agreement.
 3. If applicable, or unless otherwise amended by future regulation, the Contractor and subcontractors shall comply with the Public Utilities Commission General Order No. 115-G which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows:
 - a. \$750,000 if seating capacity is under 8
 - b. \$1,500,000 if seating capacity is 8 – 15
 - c. \$5,000,000 if seating capacity is over 15
 4. Professional liability of not less than \$1,000,000 as it appropriately relates to the services rendered. Coverage shall include medical malpractice and/or errors and omissions. (All programs except Title V).

ARTICLE XI. INSURANCE (Continued)

- B. The insurance will be obtained from an insurance company acceptable to the Department of General Services, Office of Risk and Insurance Management (DGS, ORIM), or be provided through partial or total self-insurance acceptable to the Department of General Services (DGS).
- C. Evidence of insurance shall be in a form and content acceptable to DGS, ORIM.
- D. The Contractor shall notify the State within five (5) business days of any cancellation, non-renewal, or material change that affects required insurance coverage.
- E. Insurance obtained through commercial carriers shall meet the following requirements:
 - 1. The Certificate of Insurance shall provide the statement: “The Department of Aging, State of California, its officers, agents, employees, and servants are included as additional insureds, with respect to work performed for the State of California under this Agreement.” Professional liability coverage is exempt from this requirement.
 - 2. CDA shall be named as the certificate holder and CDA’s address must be listed on the certificate.
- F. The insurance provided herein shall be in effect at all times during the term of this Agreement. In the event the insurance coverage expires during the term of this Agreement, the Contractor agrees to provide CDA, at least thirty (30) days prior to the expiration date, a new Certificate of Insurance evidencing insurance coverage as provided herein for a period not less than the remaining Agreement term or for a period not less than one (1) year. In the event the Contractor fails to keep in effect at all times said insurance coverage, CDA may, in addition to any other remedies it may have, terminate this Agreement.
- G. The Contractor shall require its subcontractors under this Agreement, other than units of local government which are similarly self-insured, to maintain adequate insurance coverage for general liability, Worker’s Compensation liabilities, and if appropriate, auto liability including non-owned auto and professional liability, and further, the Contractor shall require all of its subcontractors to hold the Contractor harmless. The Subcontractor’s Certificate of Insurance for general and auto liability shall also name the Contractor, not the State, as the certificate holder and additional insured. The Contractor shall maintain Certificates of Insurance for all of its subcontractors.
- H. A copy of each appropriate Certificate of Insurance or letter of self-insurance, referencing this Agreement number shall be submitted to CDA with this Agreement.

ARTICLE XI. INSURANCE (Continued)

- I. The Contractor shall be insured against liability for Worker’s Compensation or undertake self-insurance in accordance with the provisions of the California Labor Code and the Contractor affirms to comply with such provisions before commencing the performance of the work under this Agreement. [Cal. Labor Code § 3700]

ARTICLE XII. TERMINATION

A. Termination Without Cause

CDA may terminate performance of work under this Agreement, in whole or in part, without cause, if CDA determines that a termination is in the State’s best interest. CDA may terminate the Agreement upon ninety (90) days written notice to the Contractor. The Notice of Termination shall specify the extent of the termination and shall be effective ninety (90) days from the delivery of the Notice. The parties agree that if the termination of the Contract is due to a reduction or deletion of funding by the Department of Finance (DOF), Legislature or Congress, the Notice of Termination shall be effective thirty (30) days from the delivery of the Notice. The Contractor shall submit to CDA a Transition Plan as specified in Exhibit E of this Agreement. The parties agree that for the terminated portion of the Agreement, the remainder of Agreement shall be deemed to remain in effect and is not void.

B. Termination for Cause

CDA may terminate, in whole or in part, for cause the performance of work under this Agreement. CDA may terminate the Agreement upon thirty (30) days written notice to the Contractor. The Notice of Termination shall be effective thirty (30) days from the delivery of the Notice of Termination unless the grounds for termination are due to threat to life, health or safety of the public and in that case, the termination shall take effect immediately. The Contractor shall submit to CDA a Transition Plan as specified in Exhibit E of this Agreement. The grounds for termination for cause shall include, but are not limited to, the following:

1. In case of threat of life, health or safety of the public, termination of the Agreement shall be effective immediately.
2. A violation of the law or failure to comply with any condition of this Agreement.
3. Inadequate performance or failure to make progress so as to endanger performance of this Agreement.
4. Failure to comply with reporting requirements.
5. Evidence that the Contractor is in an unsatisfactory financial condition as determined by an audit of the Contractor or evidence of a financial condition

ARTICLE XII. TERMINATION (Continued)

that endangers performance of this Agreement and/or the loss of other funding sources.

6. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business.
7. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization or the arrangement of liquidation proceedings by or against the Contractor.
8. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the Contractor's assets or income.
9. The commission of an act of bankruptcy.
10. Finding of debarment or suspension. [Article II J]
11. The Contractor's organizational structure has materially changed.
12. CDA determines that the Contractor may be considered a "high risk" agency as described in 2 CFR 200.205 and 45 CFR 75.205. If such a determination is made, the Contractor may be subject to special conditions or restrictions.

C. Contractor's Obligation After Notice of Termination

After receipt of a Notice of Termination, and except as directed by CDA, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

The Contractor shall:

1. Stop work as specified in the Notice of Termination.
2. Place no further subcontracts for materials or services, except as necessary, to complete the continued portion of the Contract.
3. Terminate all subcontracts to the extent they relate to the work terminated.
4. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, (the approval or ratification of which will be final for purposes of this clause).

D. Effective Date

Termination of this Agreement shall take effect immediately in the case of an emergency such as threat to life, health, or safety of the public. The effective date

ARTICLE XII. TERMINATION (Continued)

for Termination with Cause or for funding reductions is thirty (30) days and Termination without Cause is ninety (90) days subsequent to written notice to the Contractor. The notice shall describe the action being taken by CDA, the reason for such action and, any conditions of the termination, including the date of termination.

E. Voluntary Termination of Area Plan Agreement (Title III Only)

Pursuant to 22 CCR 7210, the Contractor may voluntarily terminate its contract prior to its expiration either by mutual agreement with CDA or upon thirty (30) days written notice to CDA. In case of voluntary termination, the Contractor shall allow CDA up to one hundred eighty (180) days to transition services. The Contractor shall submit a Transition Plan in accordance with Exhibit E of this Agreement.

F. Notice of Intent to Terminate by Contractor (All other non-Title III Programs)

In the event the Contractor no longer intends to provide services under this Agreement, the Contractor shall give CDA Notice of Intent to Terminate. Such notice shall be given in writing to CDA at least one hundred eighty (180) days prior to the proposed termination date. Unless mutually agreed upon, the Contractor does not have the authority to terminate the Agreement. The Notice of Intent to Terminate shall include the reason for such action and the anticipated last day of work. The Contractor shall submit a Transition Plan in accordance with Exhibit E.

G. In the Event of a Termination Notice

CDA will present written notice to the Contractor of any condition, such as, but not limited to, transfer of clients, care of clients, return of unspent funds; and disposition of property, which must be met prior to termination.

ARTICLE XIII. REMEDIES

The Contractor agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to CDA as a result of breach of this Agreement by the Contractor, whether such breach occurs before or after completion of the project.

ARTICLE XIV. DISSOLUTION OF ENTITY

The Contractor shall notify CDA immediately of any intention to discontinue existence of the entity or to bring an action for dissolution.

ARTICLE XV. AMENDMENTS, REVISIONS OR MODIFICATIONS

- A. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed and approved through the State amendment process in accordance with the State Contract Manual. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.
- B. The State reserves the right to revise, waive, or modify the Agreement to reflect any restrictions, limitations, or conditions enacted by Congress or the Legislature or as directed by the Executive Branch of State government.

ARTICLE XVI. NOTICES

- A. Any notice to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered or certified mail, overnight mail, postage prepaid, return receipt requested, provided the Contractor retains receipt, and shall be communicated as of actual receipt.
- B. Any notice given to CDA for the Contractor's change of legal name, main address, or name of the Director shall be completed by submitting a Std. 204 form to AAAcontactinfo@aging.ca.gov.
- C. All other notices with the exception of those identified in Section B of this Article shall be addressed to the California Department of Aging, AAA Based Teams, 2880 Gateway Oaks Drive, Suite 200, Sacramento, California, 95833. Notices mailed to the Contractor shall be to the address indicated on the coversheet of this Agreement.
- D. Either party may change its address by written notice to the other party in accordance with this Article.

ARTICLE XVII. DEPARTMENT CONTACT

- A. The name of CDA's contact to request revisions, waivers, or modifications affecting this Agreement, will be provided by the State to the Contractor upon full execution of this Agreement.
- B. Contractor shall submit to CDA changes to Contractor's legal name, main address, Director, or any key staff to be added or removed from the distribution list by submitting a Contact Report to AAAcontactinfo@aging.ca.gov. You may request the Contact Report by emailing AAAcontactinfo@aging.ca.gov.

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY

A. Information Assets

The Contractor, and its Subcontractors/Vendors, shall have in place operational policies, procedures, and practices to protect State information assets, including those assets used to store or access Personal Health Information (PHI), Personal Information (PI) and any information protected under the Health Insurance Portability and Accountability Act (HIPAA), (i.e., public, confidential, sensitive and/or personal identifying information) herein referred to as Personal, Sensitive and Confidential Information (PSCI) as specified in the State Administrative Manual, 5300 to 5365.3; Cal. Gov. Code § 11019.9, DGS Management Memo 06-12; DOF Budget Letter 06-34; and CDA Program Memorandum 07-18 Protection of Information Assets and the Statewide Health Information Policy Manual.

Information assets may be in hard copy or electronic format and may include but is not limited to:

1. Reports
2. Notes
3. Forms
4. Computers, laptops, cellphones, printers, scanners
5. Networks (LAN, WAN, WIFI) servers, switches, routers
6. Storage media, hard drives, flash drives, cloud storage
7. Data, applications, databases

B. Encryption of Computing Devices

The Contractor, and its Subcontractors/Vendors, are required to use 128-Bit encryption for PSCI data that is collected and stored under this Agreement that is confidential, sensitive, and/or personal information including data stored on all computing devices (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers and backup media) and/or portable electronic storage media (including but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).

C. Disclosure

1. The Contractor, and its Subcontractors/Vendors, shall ensure that all PSCI is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies.
2. The Contractor, and its Subcontractors/Vendors, shall protect from unauthorized disclosure, PSCI such as names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

3. “Personal Identifying information” shall include, but not be limited to: name; identifying number; social security number; state driver’s license or state identification number; financial account numbers; and symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.
4. The Contractor, and its Subcontractors/Vendors, shall not use PSCI above for any purpose other than carrying out the Contractor’s obligations under this Agreement. The Contractor and its Subcontractors are authorized to disclose and access identifying information for this purpose as required by OAA.
5. The Contractor and its Subcontractors/Vendors, shall not, except as otherwise specifically authorized or required by this Agreement or court order, disclose any identifying information obtained under the terms of this Agreement to anyone other than CDA without prior written authorization from CDA. The Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
6. The Contractor, and its Subcontractors/Vendors, may allow a participant to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Contractor accept such blanket authorization from any participant.

D. Security Awareness Training

1. The Contractor’s employees, Subcontractors/Vendors, and volunteers handling PSCI must complete the required CDA Security Awareness Training module located at <https://www.aging.ca.gov/ProgramsProviders/#Resources> within thirty (30) days of the start date of the Contract/Agreement, within thirty (30) days of the start date of any new employee, Subcontractor, Vendor or volunteer’s employment and annually thereafter.
2. The Contractor must maintain certificates of completion on file and provide them to CDA upon request.

E. Health Insurance Portability and Accountability Act (HIPAA)

The Contractor agrees to comply with the privacy and security requirements of HIPAA and ensure that Subcontractors/Vendors comply with the privacy and security requirements of HIPAA.

F. Information Integrity and Security Statement

The Contractor shall sign and return an Information Integrity and Security Statement (CDA 1024) form with this Agreement. This is to ensure that the Contractor is aware

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

of, and agrees to comply with, their obligations to protect CDA information assets, including PSCI, from unauthorized access and disclosure.

G. Security Incident Reporting

A security incident occurs when CDA information assets are or reasonably believed to have been accessed, modified, destroyed, or disclosed without proper authorization, or are lost or stolen. The Contractor, and its Subcontractors/Vendors, must comply with CDA's security incident reporting procedure located at <https://www.aging.ca.gov/ProgramsProviders/#Resources>.

H. Security Breach Notifications

Notice must be given by the Contractor, and/or its Subcontractors/Vendors to anyone whose PSCI could have been breached in accordance with HIPAA, the Information Practices Act of 1977, and State policy.

I. Software Maintenance

The Contractor, and its Subcontractors/Vendors, shall apply security patches and upgrades in a timely manner and keep virus software up-to-date on all systems on which State data may be stored or accessed.

J. Electronic Backups

The Contractor, and its Subcontractors/Vendors, shall ensure that all electronic information is protected by performing regular backups of files and databases and ensure the availability of information assets for continued business. The Contractor, and its Subcontractors/Vendors, shall ensure that all data, files and backup files are encrypted.

K. Provisions of this Article

The provisions contained in this Article shall be included in all contracts of both the Contractor and its Subcontractors/Vendors.

ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA

A. Copyrights

1. If any material funded by this Agreement is subject to copyright, the State reserves the right to copyright such material and the Contractor agrees not to copyright such material, except as set forth in Section B of this Article.
2. The Contractor may request permission to copyright material by writing to the Director of CDA. The Director shall grant permission, or give reason for

ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA (Continued)

denying permission to the Contractor in writing within sixty (60) days of receipt of the request.

- a. If the material is copyrighted with the consent of CDA, the State reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given to the author.

3. The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this contract

for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

B. Rights in Data

1. The Contractor shall not publish or transfer any materials, as defined in paragraph 2 below, produced or resulting from activities supported by this Agreement without the express written consent of the Director of CDA. That consent shall be given, or the reasons for denial shall be given, and any conditions under which it is given or denied, within thirty (30) days after the written request is received by CDA. CDA may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit the Contractor from sharing identifying client information authorized by the participant or summary program information which is not client-specific.
2. As used in this Agreement, the term “subject data” means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses and similar information incidental to contract administration, or the exchange of that information between AAAs to facilitate uniformity of contract and program administration on a statewide basis.
3. Subject only to other provisions of this Agreement, the State may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law, all subject data delivered under this Agreement.

ARTICLE XX BILINGUAL AND LINGUISTIC PROGRAM SERVICES

A. Needs Assessment

1. The Contractor shall conduct a cultural and linguistic group-needs assessment of the eligible client population in the Contractor’s service area to assess the language needs of the population and determine what reasonable steps are necessary to ensure meaningful access to services and activities to eligible individuals. [22 CCR 98310, 98314]

The group-needs assessment shall take into account the following four (4) factors:

- a. Number or proportion of persons with Limited English Proficiency (LEP) eligible to be served or encountered by the program.
- b. Frequency with which LEP individuals come in contact with the program.
- c. Nature and importance of the services provided.
- d. Local or frequently used resources available to the Contractor.

This group-needs assessment will serve as the basis for the Contractor’s determination of “reasonable steps” and provide documentary evidence of compliance with Cal. Gov. Code § 11135 et seq.; 2 CCR 11140, 2 CCR 11200 et seq., and 22 CCR98300 et seq.

2. The Contractor shall prepare and make available a report of the findings of the group-needs assessment that summarizes:
 - a. Methodologies used.
 - b. The linguistic and cultural needs of non-English speaking or LEP groups.
 - c. Services proposed to address the needs identified and a timeline for implementation. [22 CCR 98310]
3. The Contractor shall maintain a record of the group-needs assessment on file at the Contractor’s headquarters at all times during the term of this Agreement. [22 CCR 98310, 98313]

B. Provision of Services

1. The Contractor shall take reasonable steps, based upon the group-needs assessment identified in Section A of this Article, to ensure that “alternative

ARTICLE XX BILINGUAL AND LINGUISTIC PROGRAM SERVICES (Continued)

communication services” are available to non-English speaking or LEP beneficiaries of services under this Agreement.

[2 CCR 11162]

2. “Alternative communication services” include, but are not limited to, the provision of services and programs by means of the following:
 - a. Interpreters or bilingual providers and provider staff.
 - b. Contracts with interpreter services.
 - c. Use of telephone interpreter lines.
 - d. Sharing of language assistance materials and services with other providers.
 - e. Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs.
 - f. Referral to culturally and linguistically appropriate community service programs.
3. Based upon the findings of the group-needs assessment, the Contractor shall ensure that reasonable alternative communication services are available to meet the linguistic needs of identified eligible client population groups at key points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits and in-home visits.

[2 CCR 11162]

The Contractor shall self-certify to compliance with the requirements of this section and shall maintain the self-certification record on file at the Contractor’s office at all times during the term of this Agreement.

[22 CCR 98310]

4. The Contractor shall notify its employees of clients’ rights regarding language access and the Contractor’s obligation to ensure access to alternative communication services where determined appropriate based upon the needs assessment conducted by the Contractor. [22 CCR 98324]
5. Noncompliance with this section may result in suspension or termination of funds and/or termination of this Agreement. [22 CCR 98370]

ARTICLE XX BILINGUAL AND LINGUISTIC PROGRAM SERVICES (Continued)

C. Compliance Monitoring

1. The Contractor shall develop and implement policies and procedures for assessing and monitoring the performance of individuals and entities that provide alternative communication services to non-English and LEP clients. [22 CCR 98310]
2. The Contractor shall monitor, evaluate, and take effective action to address any needed improvement in the delivery of culturally and linguistically appropriate services. [22 CCR 98310]
3. The Contractor shall permit timely access to all records of compliance with this section. Failure to provide access to such records may result in appropriate sanctions. [22 CCR 98314]

D. Notice to Eligible Beneficiaries of Contracted Services

1. The Contractor shall designate an employee to whom initial complaints or inquiries regarding national origin can be directed. [22 CCR 98325]
2. The Contractor shall make available to ultimate beneficiaries of contracted services and programs information regarding CDA's procedure for filing a complaint and other information regarding the provisions of Cal. Gov. Code § 11135 et seq. [22 CCR 98326]
3. The Contractor shall notify CDA immediately of a complaint alleging discrimination based upon a violation of State or federal law. [2 CCR 11162, 22 CCR 98310, 98340]

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. The Contractor shall assure that all HICAP related public information materials include the appropriate HICAP Product Disclaimer. The Contractor may select the appropriate Template Language that best corresponds with the Contractor's, or sub-contractor's HICAP contract allocation(s). Template language should be edited to replace each reference of "XX" with the appropriate corresponding figure.

ARTICLE I. ASSURANCES SPECIFIC TO HICAP (Continued)

1. Product Disclaimer Template Option 1:

“This [project/publication/program/website, etc.] [is/was] supported by the Administration for Community Living (ACL), U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling \$XX with 100 percent funding by ACL/HHS. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by ACL/HHS, or the U.S. Government.”

2. Product Disclaimer Template Option 2:

This project/publication/program/website, etc.] [is/was] supported by the Administration for Community Living (ACL), U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling \$XX with XX percentage funded by ACL/HHS and \$XX amount and XX percentage funded by non-government source(s). The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by ACL/HHS, or the U.S. Government.

- 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.

ARTICLE I. ASSURANCES SPECIFIC TO HICAP (Continued)

- 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 term 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.
 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.

ARTICLE I. ASSURANCES SPECIFIC TO HICAP (Continued)

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 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

ARTICLE I. ASSURANCES SPECIFIC TO HICAP (Continued)

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:
 - 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.

ARTICLE I. ASSURANCES SPECIFIC TO HICAP (Continued)

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
 - 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.

ARTICLE I. ASSURANCES SPECIFIC TO HICAP (Continued)

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.

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)]
- C. The Contractor shall provide to CDA for approval, a detailed HICAP Work Plan that outlines the Contractor’s and subcontractors’ (if applicable) strategies and use of resources to complete project goals as provided by CDA.

The AAA’s proposed HICAP Work Plan must be submitted to and approved by the CDA HICAP Bureau before payments can be made to the Contractor.

The CDA-approved HICAP Work Plan is hereby incorporated into this Agreement by reference as part of this Exhibit.

ARTICLE II. REPORTING PROVISIONS (Continued)

Requests to modify or amend the approved Work Plan may be made by either CDA or the Contractor at any time. Modifications of the Work Plan shall be effective upon the mutual agreement of both parties. However, the CDA may unilaterally modify the Work Plan if required by ACL or other federal award guidance.

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.

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

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.
- 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.

**HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM
Budget Display
City & County of San Francisco**

April 1, 2024 - March 31, 2025

STATE FISCAL YEAR 2023-2024 & 2024-2025

HICAP FUNDS	NOTES	PROJECT	PROGRAM BASELINE	BASELINE ADJUSTMENT	ONE-TIME ONLY	TOTAL	NET CHANGE
Reimbursements (Ins Fund)	a,b,c,e	HIRL	139,957	0	0	139,957	0
State HICAP Fund	a,b,c,e	HIHL	69,925	0	0	69,925	0
State HICAP Fund Augmentation	a,b,c,e	HIPL	57,318	0	0	57,318	0
Federal SHIP Funds	c,d,e	HIFL	101,755	0	0	101,755	0
STATE FISCAL YEAR 2023-2024 & 2024-2025			368,955	0	0	368,955	0

*The maximum amount available for period April 1, 2024 - June 30, 2025	
Reimbursements (Ins Fund)	\$35,089
State HICAP Fund	\$17,531
State HICAP Fund Augmentation	\$13,327

- a *State Funds will not be available until 4/1/2024 and expended by June 30, 2024; final expenditures reported in closeout no later than 8/15/2024.
- b State Funds will not be available until July 1 and/or upon enactment of the Budget Act which ever comes later.
- c The allocations are subject to change pending updated Medicare Beneficiary Population factor data.
- d Federal Funds must be expended by 3/31/25 and final expenditures reported in closeout no later than 5/15/2025.
- e Final expenditures for State and Federal funds must be reported in closeout by 5/15/2025.

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	TBD	4/1/2024

**EXHIBIT A, Attachment 1
General Information**

SCOPE OF WORK

1. The Contractor agrees to provide to the California Department of Aging (CDA) the services described herein Agreement number HI-2425-06.
2. The services shall be performed in Planning and Service Area(s): 6.
3. The services shall be provided as needed.
4. The project representatives during the term of this agreement will be:

State Agency: California Department of Aging	Contractor: City & County of San Francisco
Name: Local Finance Manager	Name: Kelly Dearman
Phone: (916) 931-1936	Phone: (415) 355-6767
Email: Finance@aging.ca.gov	Email: Kelly.Dearman@sfgov.org

Direct all contract document inquiries to:

State Agency: California Department of Aging	Contractor: City & County of San Francisco
Section/Unit: Business Management Bureau	Section/Unit:
Attention: Kelli Kemper, Contract Analyst	Attention: Kelly Dearman
Address: 2880 Gateway Oaks Dr., Ste 200 Sacramento, CA 95833	Address: P.O. Box 7988 San Francisco, CA 94120-7988
Phone: (916) 419-7537	Phone: (415) 355-6767
Email: kelli.kemper@aging.ca.gov	Email: Kelly.Dearman@sfgov.org

The parties may change their representatives upon providing ten days written notice to the other party. Said changes do not require an amendment to this agreement.

ARTICLE I. PROGRAM DEFINITIONS

- A. “Eligible Service Population” means Medicare beneficiaries, including Medicare beneficiaries by virtue of a disability, and those persons imminent of Medicare eligibility [Welf. & Inst. Code § 9541(a), (c)(2)], and the public at large who are eligible to receive HICAP community education services, including long-term care planning and long-term care insurance counseling services. [Welf. & Inst. Code § 9541(c)(1), (c)(2), (c)(4)-(6)]
- B. The Older Californians Act (OCA) means Welf. & Inst. Code § 9541 of the Mello-Granlund Older Californians Act, which is the enabling legislation for HICAP.
- C. “Health Insurance Counseling and Advocacy Program” (HICAP) means a program designed to provide Medicare beneficiaries and those imminent of becoming eligible for Medicare with counseling and advocacy about Medicare, private health insurance, and related health care coverage plans for the purpose of preserving service integrity on a Statewide basis. [Welf. & Inst. Code § 9541]
- D. “Medicare Modernization Act 2005 (MMA) State Funds” means the 2005 augmentation of HICAP State funds as defined in Welf. & Inst. Code § 9757.5(h).
- E. “State Health Insurance Assistance Program” (SHIP) means a national program supported by the federal Administration for Community Living (ACL) that offers one-on-one counseling and assistance to people with Medicare and their families. Through federal grants directed to states, SHIPs provide free counseling and assistance via telephone and face-to-face interactive sessions, public education presentations and programs, and media activities. In California, SHIP is the same program as the Health Insurance Counseling and Advocacy Program (HICAP). This term may be used interchangeably with HICAP.
- F. “Program Income” means revenue generated by the Contractor or Subcontractor from contract-supported activities, and may include:
 - 1. Voluntary contributions received from a participant or responsible party as a result of the service.
 - 2. Income from usage or rental fees of real or personal property acquired with grant funds or funds provided under this Agreement.
 - 3. Royalties received on patents and copyrights from contract-supported activities.
 - 4. Proceeds from the sale of goods created under CDA grant funds.

ARTICLE II. SCOPE OF WORK

The Contractor, whether providing HICAP directly or through a subcontract, shall:

- A. Ensure statutory provisions of HICAP [Welf. & Inst. Code § 9541] are met. Services shall be provided in accordance with all applicable laws, regulations, this Agreement, SHIP Base Grant Program Terms and Conditions, the HICAP Program Manual, and any other subsequent CDA Program Memos (PM), provider bulletins or similar instructions issued during the term of this Agreement.
- B. Maintain and, if applicable, distribute a current HICAP Program Manual and related CDA requirements to all HICAP Counselors and responsible persons to ensure ready access to standards, policies, and procedures. Additionally, all counselors shall be provided the latest HICAP Counselor Handbook. [Welf. & Inst. Code § 9100(c)-(d); § 9541(b)(1)-(2)]
- C. Provide timely notice to CDA of any changes to the Program or changes in the status of the Contractor or Subcontractor that could restrict the operations of, or access to, HICAP services. These changes include, but are not limited to, personnel changes, program or project phone number changes, headquarters office address changes and mailing address changes. If subcontracted, the Contractor will forward this information to CDA.
- D. Submit the name of the HICAP Program Manager to CDA within thirty (30) days of initial employment. If subcontracted, the Contractor will forward this information to CDA.
- E. Conduct recruitment, training, coordination, and registration of health insurance counselors, including a large contingent of volunteer counselors, Long-Term Care Counselors, Long-Term Care Community Educators, designed to expand services as broadly as possible. New counselors shall be recruited, trained, and registered in compliance with state law and the HICAP Program Manual.
- F. Ensure that the standard HICAP work week business hours, during which HICAP is open to the public, shall be five (5) days a week, Monday through Friday, from at least 9 a.m. to 4 p.m., except on holidays.
- G. Ensure that public telephone access is available during normal business hours, Monday through Friday, 9 a.m. to 4 p.m. In the event clients cannot receive personal assistance immediately, they must be offered an opportunity to leave their name, a message, and return telephone number with an answering service or on an answering machine. Calls from clients leaving messages must be returned within two (2) business days.

ARTICLE II. SCOPE OF WORK (Continued)

- H. Ensure that the HICAP email address displayed on any public-facing website is monitored by staff Monday through Friday, 9 a.m. to 4 p.m. Responses to email communications must be provided within two (2) business days of the day the email was received.
- I. Obtain a written and signed consent form from clients prior to disclosing their personal or confidential information to a third party.
- J. Provide a written disclosure statement or its equivalent to counseling clients prior to counseling, as prescribed by CDA in the HICAP Program Manual.
[Welf. & Inst. Code § 9541(f)(4)]
- K. Provide community education designed to inform the public about Medicare, Medicare supplement and long-term care insurance options, Medicare Advantage plans, related managed health care plans, and insurance topics.
[Welf. & Inst. Code § 9541(c)(1), (c)(4)-(6)]
- L. Refer instances of suspected misrepresentation in advertising or sales of services provided by Medicare, managed health care plans, and life and disability insurers and agents, in accordance with the HICAP Program Manual.
[Welf. & Inst. Code § 9541(e)]
- M. Ensure that the HICAP Program Manager and/or designated representative shall attend all CDA required HICAP training sessions or conferences, in order to maintain program knowledge, efficiency, and competency.
[Welf. & Inst. Code § 9541(f)(7)]
- N. Maintain a program data collection and reporting system as specified in Exhibit E of this Agreement.
- O. Collect, track, and report on all aspects of HICAP activity as specified in Exhibit E of this agreement, to assess the Contractor's progress in reaching measurable outcomes as defined through annual HICAP Performance Measures
- P. Ensure the submission of program information and support documentation, to the CDA, for the development of required reports. These include, but are not limited to, the SHIP Grant Application, Supplemental Grant Funding Applications, and the SHIP Grant Mid-term Report. The information and documentation will be sent in the format requested, in a timely manner, and at intervals as determined by CDA.
- Q. Ensure processes are in place to provide program evaluation and quality assurance, including but not limited to, client satisfaction surveys and questionnaires.

ARTICLE II. SCOPE OF WORK (Continued)

- R. Ensure referral services for legal representation with respect to Medicare appeals, Medicare related managed care appeals, and other related insurance problems, excluding the filing of lawsuits against private insurers or managed health care plans.
- S. Ensure that if legal services are provided directly or through a subcontract, the following conditions must be met:
 - 1. HICAP legal representation and technical program support shall be provided by or under the direction of a Supervising Attorney who is trained in Medicare law and who is in good standing with the California Bar.
 - 2. Legal representation services shall be limited to Medicare, Medicare Part D issues, Medicare savings programs, low-income subsidy issues, long-term care insurance, managed care, and related health care coverage plans. [Welf. & Inst. Code § 9541(c)(3)]
 - 3. HICAP legal representation shall be subject to the understanding that the legal representation and legal advocacy shall not include the filing of lawsuits against private insurers or managed health care plans. [Welf. & Inst. Code § 9541(c)(3)]
 - 4. Contracted legal representation services shall not commence without a formal referral from the HICAP Program Manager to the Supervising Attorney, and only after a preliminary counseling session determines the need for referral.
 - 5. Report the Legal Services units of service (if applicable) in the Area Plan Service Unit Plan (SUP).

The Supervising Attorney shall report the performance of legal services in accordance with HICAP reporting instructions.

- T. Perform the following if subcontracting for HICAP program services:
 - 1. Enter into contracts with subcontractors to operate the HICAP and provide HICAP counseling, informal advocacy, outreach, education and legal representation to Medicare beneficiaries within the contracted service area pursuant to Welf. & Inst. Code § 9541(c)(3), the HICAP Program Manual as issued by CDA, and any other subsequent CDA PMs, provider bulletins or similar instructions issued during the term of this Agreement.

ARTICLE II. SCOPE OF WORK (Continued)

2. Ensure all applicable provisions required within this Agreement are included in any subcontract entered into by the Contractor to carry out the terms of this Agreement.
 3. Review, approve, and monitor subcontractors' budgets and expenditures and any subsequent amendments and revisions to budgets. The Contractor shall, to the extent feasible, ensure that all budgeted funds are expended by the end of each fiscal year.
 4. Conduct onsite monitoring once every two (2) years, and evaluate and document subcontractors' performance and compliance with this Agreement. [45 CFR 1321.11]
 5. Provide training, support and technical assistance to the Subcontractor as needed and respond in writing to all written requests from subcontractors for guidance and interpretation of instructions.
- U. AAAs are required to integrate HICAP in their Area Plan and annual updates, following CDA guidance. When Area Plans or annual updates are submitted, AAAs must ensure that the submitted Area Plan or annual update either aligns with the approved HICAP budget or submit a budget revision to align with the Area Plan, as outlined in Exhibit B (WIC 9535(b)).

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 Agreement 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 Agreement and approval of an itemized budget. No legal liability on the part of the State for any payment may arise under this Agreement 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 Agreement pursuant to Exhibit D, Article XII., A of this Agreement, or
 - ii. Offer an agreement amendment to the Contractor to reflect the reduced funding for this Agreement.
- 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)]
2. Interest earned on advances of federal funds shall be identified as non-match cash.

ARTICLE I. FUNDS (Continued)

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.
 6. Supplies.
 7. Equipment - detailed descriptions and total costs.

ARTICLE II. BUDGET AND BUDGET REVISION (Continued)

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 exceeding the maximum ten percent (10%) shall retain on file an approved negotiated indirect cost rate or cost allocation plan.
 3. 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 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.

ARTICLE III. PROGRAM SPECIFIC FUNDS (Continued)

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 thirty (30) days after contract documents have been released, 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.
- C. The final date to submit a budget revision is sixty (60) days prior to the end of the Agreement period, unless otherwise specified by CDA. CDA will not accept any budget revision after the Agreement period has expired.
- D. Line Item Budget Transfers

The Contractor may transfer Agreement 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.

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

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 and must be included in its approved HICAP Budget.

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 Agreement term at the time of Agreement 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 a Closeout Report to CDA once per State Fiscal Year, covering the period April 1st – March 31st.
- B. Closeout reporting documents must be addressed to the CDA Fiscal Team.

ARTICLE VI. CLOSEOUT (Continued)

- C. 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 Agreement 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. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS

A. General Definitions

1. “Agreement” or “Contract” means the Standard Agreement (Std. 213), Exhibits A, B, C, D and E, an approved Budget Display as identified in Exhibit B, and if applicable, a Work Plan or Budget Summary, which are hereby incorporated by reference, amendments, and any other documents incorporated by reference, unless otherwise provided for in this Article.
2. “Contractor” means the Area Agency on Aging (AAA) awarded funds under this Agreement and is accountable to the State and/or federal government for use of these funds and is responsible for executing the provisions for services provided under this Agreement.
3. “CCR” means California Code of Regulations.
4. “CFR” means Code of Federal Regulations.
5. “UEI” means the Unique Entity ID - a 12-character alphanumeric ID assigned to an entity by SAM.gov on April 4, 2022. As part of this transition, the DUNS number has been removed from SAM.gov and entity registration, searching, and data entry in SAM.gov now require use of the new Unique Entity ID.
6. “Cal. Gov. Code” means California Government Code.
7. “OMB” means the federal Office of Management and Budget.
8. “Cal. Pub. Con. Code” means the California Public Contract Code.
9. “Cal. Civ. Code” means California Civil Code
10. “Reimbursable item” also means “allowable cost” and “compensable item.”
11. “State” and “Department” mean the State of California and the California Department of Aging (CDA) interchangeably.
12. “Subcontractor” means the legal entity that receives funds from the Contractor to carry out any part of a federal award identified in this Agreement.
13. “Subcontract” means any form of legal agreement between the Contractor and the Subcontractor, including an agreement that the Contractor or Subcontractor would consider to be a contract, including vendor type Agreements for providing goods or services under this Agreement.
14. “Vendor” means an entity selling goods or services to the Contractor or Subcontractor during the Contractor or Subcontractor’s performance of the Agreement.

ARTICLE I. DEFINITIONS AND RESOLUTIONS OF LANGUAGE CONFLICTS (Continued)

15. “USC” means United States Code.
16. “HHS” means United States Department of Health and Human Services.
17. “OAA” means Older Americans Act.
18. “Allocation” means the process of assigning a cost, or a group of costs, to one or more cost objective(s), in reasonable proportion to the benefit provided or other equitable relationship. The process may entail assigning a cost(s) directly to a final cost objective or through one or more intermediate cost objectives. (2 CFR 200.1 and 45 CFR 75.2)
19. “Disallowed costs” means those charges determined to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award. (2 CFR 200.1 and 45 CFR 75.2)
20. “Questioned Costs” means a cost that is questioned by the auditor because of an audit finding which resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; where the costs, at the time of the audit, are not supported by adequate documentation; or where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances. (2 CFR 200.1 and 45 CFR 75.2).
21. “Recoverable cost” means the questioned cost identified from an audit.

B. Resolution of Language Conflicts

The terms and conditions of this federal award and other requirements have the following order of precedence, if there is any conflict in what they require:

1. The Grant Terms and Conditions.
2. The Older Americans Act and other applicable federal statutes and their implementing regulations.
3. If applicable, the Older Californians Act and other California State codes and regulations.
4. Standard Agreement (Std. 213), all Exhibits and any amendments thereto.
5. Any other documents incorporated herein by reference including, if applicable, the federal HHS terms and conditions found in Part II of the HHS Grant Policy Statement. The HHS Grant Policy Statement is available under the HHS Policy Requirements Topic at <https://www.hhs.gov/grants/grants/grants-policies-regulations/index.html>
6. Program memos and other guidance issued by CDA.

ARTICLE II. ASSURANCES

A. Law, Policy and Procedure, Licenses, and Certificates

The Contractor agrees to administer this Agreement and require any subcontractors to administer their subcontracts in accordance with this Agreement, and with all applicable local, State, and federal laws and regulations including, but not limited to, discrimination, wages and hours of employment, occupational safety, and to fire, safety, health, and sanitation regulations, directives, guidelines, and/or manuals related to this Agreement and resolve all issues using good administrative practices and sound judgment. The Contractor and its subcontractors shall keep in effect all licenses, permits, notices, and certificates that are required by law.

B. Subcontracts

The Contractor shall require language in all subcontracts to require all subcontractors to comply with all applicable State and federal laws.

C. Nondiscrimination

The Contractor shall comply with all federal statutes relating to nondiscrimination. These include those statutes and laws contained in the Contractor Certification Clauses (CCC 307), which is hereby incorporated by reference. In addition, the Contractor shall comply with the following:

1. Equal Access to Federally-Funded Benefits, Programs and Activities

The Contractor shall ensure compliance with Title VI of the Civil Rights Act of 1964 [42 USC 2000d; 45 CFR 80], which prohibits recipients of federal financial assistance from discriminating against persons based on race, color, religion, or national origin.

2. Equal Access to State-Funded Benefits, Programs and Activities

The Contractor shall, unless exempted, ensure compliance with the requirements of Cal. Gov. Code § 11135 et seq., and 2 CCR § 11140 et seq., which prohibit recipients of state financial assistance from discriminating against persons based on race, national origin, ethnic group identification, religion, age, sex, sexual orientation, color, or disability. [22 CCR § 98323]

3. California Civil Rights Laws

The Contractor shall, ensure compliance with the requirements of California Public Contract Code § 2010 by submitting a completed California Civil Rights Laws Certification, prior to execution of this Agreement. The certificate is available at: <http://www.dgs.ca.gov/ols/Forms.aspx>

ARTICLE II. ASSURANCES (Continued)

The California Civil Rights Laws Certification ensures Contractor compliance with the Unruh Civil Rights Act (Cal. Civ. Code § 51) and the Fair Employment and Housing Act (Cal. Gov. Code § 12960), and ensures that Contractor internal policies are not used in violation of California Civil Rights Laws.

4. The Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. [42 USC 12101 et seq.]
5. The Contractor agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.

D. Standards of Work

The Contractor agrees that the performance of work and services pursuant to the requirements of this Agreement shall conform to accepted professional standards.

E. Conflict of Interest

1. The Contractor shall prevent employees, consultants, or members of governing bodies from using their positions for purposes including, but not limited to, the selection of subcontractors, that are, or give the appearance of being, motivated

by a desire for private gain for themselves or others, such as family, business, or other ties. In the event that the State determines that a conflict of interest exists, any increase in costs associated with the conflict of interest may be disallowed by the State and such conflict may constitute grounds for termination of the Agreement.
2. This provision shall not be construed to prohibit employment of persons with whom the Contractor's officers, agents, or employees have family, business, or other ties, so long as the employment of such persons does not result in a conflict of interest (real or apparent) or increased costs over those associated with the employment of any other equally qualified applicant, and such persons have successfully competed for employment with the other applicants on a merit basis.

F. Covenant Against Contingent Fees

1. The Contractor warrants that no person or selling agency has been employed or retained to solicit this Agreement. There has been no agreement to make commission payments in order to obtain this Agreement.

ARTICLE II. ASSURANCES (Continued)

2. For breach or violation of this warranty, CDA shall have the right to terminate this Agreement without liability or at its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingency fee.

G. Payroll Taxes and Deductions

The Contractor shall promptly forward payroll taxes, insurances, and contributions, including State Disability Insurance, Unemployment Insurance, Old Age Survivors Disability Insurance, and federal and State income taxes withheld, to designated governmental agencies as required by law.

H. Facility Construction or Repair

This section applies only to Title III funds and not to other funds allocated to other Titles under the OAA. Title III funds may be used for facility construction or repair.

1. When applicable for purposes of construction or repair of facilities, the Contractor shall comply with the provisions contained in the following and shall include such provisions in any applicable agreements with subcontractors:
 - a. Copeland “Anti-Kickback” Act. [18 USC 874, 40 USC 3145] [29 CFR 3]
 - b. Davis-Bacon Act. [40 USC 3141 et seq.] [29 CFR 5]
 - c. Contract Work Hours and Safety Standards Act. [40 USC 3701 et seq.] [29 CFR 5, 6, 7, 8]
 - d. Executive Order 11246 of September 14, 1965, entitled “Equal Employment Opportunity” as amended by Executive Order 11375 of October 13, 1967, as supplemented in Department of Labor Regulations. [41 CFR 60]
2. Payments are not permitted for construction, renovation, alteration, improvement, or repair of privately-owned property which would enhance the owner’s value of such property except where permitted by law and by CDA.
3. When funding is provided for construction and non-construction activities, the Contractor must obtain prior written approval from CDA before making any fund or budget transfers between construction and non-construction.

ARTICLE II. ASSURANCES (Continued)

I. Contracts in Excess of \$100,000

If all funding provided herein exceeds \$100,000, the Contractor shall comply with all applicable orders or requirements issued under the following laws:

1. Clean Air Act, as amended. [42 USC 7401]
2. Federal Water Pollution Control Act, as amended. [33 USC 1251 et seq.]
3. Environmental Protection Agency Regulations. [40 CFR 29] [Executive Order 11738]
4. State Contract Act [Cal. Pub. Con. Code §10295 et seq.]
5. Unruh Civil Rights Act [Cal. Pub. Con. Code § 2010]

J. Debarment, Suspension, and Other Responsibility Matters

1. The Contractor certifies to the best of its knowledge and belief, that it and its subcontractors:
 - a. Are not presently debarred, suspended, proposed for disbarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
 - b. Have not, within a three-year period preceding this Agreement, been convicted of, or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, State, or local) transaction or contract under a public transaction; violation of federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.
 - c. Are not presently indicted for, or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification.
 - d. Have not, within a three-year period preceding this Agreement, had one or more public transactions (federal, State, or local) terminated for cause or default.
2. The Contractor shall report immediately to CDA in writing, any incidents of alleged fraud and/or abuse by either the Contractor or subcontractors.
3. The Contractor shall maintain any records, documents, or other evidence of fraud and abuse until otherwise notified by CDA.

ARTICLE II. ASSURANCES (Continued)

4. The Contractor agrees to timely execute any and all amendments to this Agreement or other required documentation relating to the Subcontractor's debarment/suspension status.

K. Agreement Authorization

1. If a public entity, the Contractor shall submit to CDA a copy of an approved resolution, order, or motion referencing this Agreement number authorizing execution of this Agreement. If a private nonprofit entity, the Contractor shall submit to CDA an authorization by the Board of Directors to execute this Agreement, referencing this Agreement number.
2. These documents, including minute orders must also identify the action taken.
3. Documentation in the form of a resolution, order, or motion by the Governing Board of the AAA is required for the original and each subsequent amendment to this Agreement. This requirement may also be met by a single resolution from the Governing Board of the Contractor authorizing the AAA Director or designee to execute the original and all subsequent amendments to this Agreement.

L. Contractor's Staff

1. The Contractor shall maintain adequate staff to meet the Contractor's obligations under this Agreement.
2. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.

M. UEI Number and Related Information

1. The Unique Entity Identifier changed from the DUNS Number to the Unique Entity ID (generated by SAM.gov) on April 4, 2022. The UEI number must be provided to CDA prior to the execution of this Agreement. Business entities may register for a UEI number at <https://sam.gov/content/duns-uei>.
2. The Contractor must register the UEI number and maintain an "Active" status within the federal System for Award Management available online at <https://www.sam.gov/portal/SAM/#1>.
3. If CDA cannot access or verify "Active" status the Contractor's UEI information, which is related to this federal subaward on the Federal Funding Accountability and Transparency Act Subaward Reporting System (SAM.gov) due to errors in the Contractor's data entry for its UEI number, the Contractor must immediately update the information as required.

ARTICLE II. ASSURANCES (Continued)

N. Corporate Status

1. The Contractor shall be a public entity, private nonprofit entity, or Joint Powers Authority (JPA). If a private nonprofit corporation or JPA, the Contractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.
2. The Contractor shall ensure that any subcontractors providing services under this Agreement shall be of sound financial status.
3. Any subcontracting private entity or JPA shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of this Agreement.
4. Failure to maintain good standing by the contracting entity shall result in suspension or termination of this Agreement with CDA until satisfactory status is restored. Failure to maintain good standing by a subcontracting entity shall result in suspension or termination of the subcontract by the Contractor until satisfactory status is restored.

O. Lobbying Certification

The Contractor, by signing this Agreement, hereby certifies to the best of its knowledge and belief, that:

1. No federally appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency; a Member of Congress; an officer or employee of Congress; or an employee of a Member of Congress; in connection with the awarding of any federal contract; the making of any federal grant; the making of any federal loan; the entering into of any cooperative agreement; and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the Contractor shall complete and submit Standard Form-LLL, Disclosure Form to Report Lobbying, in accordance with its instructions.
3. The Contractor shall require that the language of this certification be included in the award documents for all subcontracts at all tiers (including contracts

ARTICLE II. ASSURANCES (Continued)

under grants, loans, and cooperative agreements which exceed \$100,000) and that all subcontractors shall certify and disclose accordingly.

4. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.
 5. This certification is a prerequisite for making or entering into this transaction imposed by 31 USC 1352.
 6. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- P. The Contractor and its Subcontractor/Vendors shall comply with Governor's Executive Order B-06-11, which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get."

ARTICLE III. AGREEMENT

A copy of this executed Agreement is on file and available for inspection at the California Department of Aging, 2880 Gateway Oaks Drive, Suite 200, Sacramento, California 95833.

ARTICLE IV. COMMENCEMENT OF WORK

Should the Contractor or subcontractor begin work in advance of receiving notice that this Agreement is approved, that work may be considered as having been performed at risk as a volunteer and may not be reimbursed or compensated.

ARTICLE V. SUBCONTRACTS

- A. The Contractor is responsible for carrying out the terms of this Agreement, including the satisfaction, settlement, and resolution of all administrative, programmatic, and fiscal aspects of the program(s), including issues that arise out of any subcontracts, and shall not delegate or contract these responsibilities to any other entity. This includes, but is not limited to, disputes, claims, protests of award, or other matters of a contractual nature. The Contractor's decision is final and the Subcontractor has no right of appeal to CDA.
- B. The Contractor shall, in the event any subcontractor is utilized by the Contractor for any portion of this Agreement, retain the prime responsibility for all the terms and conditions set forth, including but not limited to, the responsibility for preserving the State's copyrights and rights in data in accordance with Article XIX of this Exhibit, for handling property in accordance with Article VII. of this Exhibit, and ensuring the keeping of, access to, availability of, and retention of records of subcontractors in accordance with Article VI. of this Exhibit.

ARTICLE V. SUBCONTRACTS (Continued)

- C. The Contractor shall not obligate funds for this Agreement in any subcontracts for services beyond the ending date of this Agreement.
- D. The Contractor shall have no authority to contract for, or on behalf of, or incur obligations on behalf of the State.
- E. The Contractor shall maintain on file copies of subcontracts, memorandums and/or Letters of Understanding which shall be made available for review at the request of CDA.
- F. The Contractor shall monitor the insurance requirements of its subcontractors in accordance with Article XI of this Exhibit.
- G. The Contractor shall require language in all subcontracts to require all subcontractors to indemnify, defend, and save harmless the Contractor, its officers, agents, and employees from any and all claims and losses accruing to or resulting from any subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with any activities performed for which funds from this Agreement were used and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by the Subcontractor(s) in the performance of this Agreement.
- H. The Contractor shall ensure that the Subcontractor will complete all reporting and expenditure documents requested by CDA. These reporting and expenditure documents shall be sent to the Contractor in a timely manner and at intervals as determined by CDA.
- I. The Contractor shall, prior to the awarding of a subcontract to any for-profit entity, submit the following to CDA for review and approval:
 - 1. The Request for Proposal (RFP) or Invitation for Bid.
 - 2. All bid proposals received.
 - 3. The proposal or bid evaluation documentation, along with the Contractor's rationale for awarding the subcontract to a for-profit entity. [22 CCR 7362]
 - 4. Description and documentation of dissemination of information concerning the RFP to elicit adequate competition. [22 CCR 7356]

Where a program may be subcontracted to a for-profit organization, the Contractor should include in its contract with the for-profit entity, a requirement for performance of a program-specific audit of the subcontracted program by an independent audit firm.

ARTICLE V. SUBCONTRACTS (Continued)

- J. The Contractor shall require all subcontractors to maintain adequate staff to meet the Subcontractor's Agreement with the Contractor. This staff shall be available to the State for training and meetings which the State may find necessary from time to time.
- K. If a private nonprofit corporation, the Subcontractor shall be in good standing with the Secretary of State of California and shall maintain that status throughout the term of the Agreement.
- L. The Contractor shall refer to 2 CFR 200.331, Subpart D - Subrecipient and Contractor Determinations and 45 CFR 75.351, Subpart D - Subrecipient and Contractor Determinations in making a determination if a subcontractor relationship exists. If such a relationship exists, then the Contractor shall follow the procurement requirements in the applicable OMB Circular.
- M. The Contractor shall utilize procurement procedures as follows:
 - 1. The Contractor shall obtain goods and services through open and competitive awards. Each Contractor shall have written policies and procedures, including application forms, for conducting an open and competitive process, and any protests resulting from the process.
 - 2. For goods and services purchased with Title III or Title VII funds, the procurement procedures must include, at a minimum, the requirements set forth in 22 CCR 7352. The only exception is contained in 22 CCR 7360(a). The Contractor issuing a noncompetitive award must comply with 22 CCR 7360(b)-(d).

ARTICLE VI. RECORDS

- A. The Contractor shall maintain complete records which shall include, but not be limited to, accounting records, contracts, agreements, a reconciliation of the "Financial Closeout Report" (CDA Closeout) to the audited financial statements, single audit report, and general ledgers, and a summary worksheet identifying the results of performing an audit resolution of its subcontractors in accordance with Article X. of this Exhibit. This includes the following: Letters of Agreement, insurance documentation, memorandums and/or Letters of Understanding, patient or client records, and electronic files of its activities and expenditures hereunder in a form satisfactory to CDA. The reconciliation of the CDA Closeout to the Contractor general ledger must be submitted with the CDA Closeout package. All records pertaining to this Agreement must be made available for inspection and audit by the State or its duly authorized agents, at any time during normal business hours.
- B. All such records, including confidential records, must be maintained and made available by the Contractor: (1) until an audit of the July 1, 2023 through June 30, 2024 period of expenditures has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA's Audit and Risk Management

ARTICLE VI. RECORDS (Continued)

Branch, (2) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by Sections A and C of this Article, and (3) for such longer period as CDA deems necessary.

- C. If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for the same periods as specified in Section A above. The Contractor shall ensure that any resource directories and all client records remain the property of CDA upon termination of this Agreement, and are returned to CDA or transferred to another contractor as instructed by CDA.
- D. In the event of any litigation, claim, negotiation, audit exception, or other action involving the records, all records relative to such action shall be maintained and made available until every action has been cleared to the satisfaction of the State and is so stated in writing to the Contractor.
- E. Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by the State under this Agreement. Source documentation includes, but is not limited to: vendor invoices, bank statements, cancelled checks, bank/credit card statements, contracts and agreements, employee time sheets, purchase orders, indirect cost allocation plans.
- F. All records containing confidential information shall be handled in a confidential manner in accordance with the requirements for information integrity and security, and in accordance with guidelines set forth in this Article, and Article XVIII. After the authorized period has expired, confidential records shall be shredded and disposed of in a manner that will maintain confidentiality.

ARTICLE VII. PROPERTY

- A. Unless otherwise provided for in this Article, property refers to all assets used in operation of this Agreement.
 - 1. Property includes land, buildings, improvements, machinery, vehicles, furniture, tools, and intangibles, etc.
 - 2. Property does not include consumable office supplies such as paper, pencils, toner cartridges, file folders, etc.
- B. Property acquired under this agreement, which meets any of the following criteria is subject to the reporting requirements:
 - 1. Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least \$5,000 (a desktop or laptop setup, is considered a unit, if purchased as a unit).

ARTICLE VII. PROPERTY (Continued)

2. All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones).
 3. All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).
- C. Additions, improvements, and betterments to assets meeting all of the conditions in Section B above must also be reported. Additions typically involve physical extensions of existing units. Improvements and betterments typically do not increase the physical size of the asset. Instead, improvements and betterments enhance the condition of an asset (e.g., extend life, increase service capacity, and lower operating costs). Examples of assets that might be improved and bettered include roads, bridges, curbs and gutters, tunnels, parking lots, streets and sidewalks, drainage, and lighting systems.
- D. Intangibles are property which lack physical substance but give valuable rights to the owner. Examples of intangible property include patents, copyrights, leases, and computer software. By contrast, hardware consists of tangible equipment (e.g., computer printer, terminal, etc.). Costs include all amounts incurred to acquire and to ready the intangible asset for its intended use. Typical intangible property costs include the purchase price, legal fees, and other costs incurred to obtain title to the asset.
- E. The Contractor shall keep track of property purchased with funds from this Agreement that meet the requirements as defined in Exhibit D, Article VII, item B, and submit to CDA a Property Acquisition Form (CDA 9023) for all property furnished or purchased by either the Contractor or the Subcontractor with funds awarded under the terms of this Agreement, as instructed by the CDA. The Contractor shall certify their reported property inventory annually with the Closeout by completing the Program Property Inventory Certification (CDA 9024), unless further restricted by Exhibit E, where applicable.

The Contractor shall record, at minimum, the following information when property is acquired:

1. Date acquired.
2. Item description (include model number).
3. **CDA**-issued tag number.
4. Serial number (if applicable).
5. Purchase cost or other basis of valuation.
6. Fund source

ARTICLE VII. PROPERTY (Continued)

F. Disposal of Property

1. Prior to disposal of any property purchased by the Contractor or the Subcontractor with funds from this Agreement or any predecessor Agreement, the Contractor must obtain approval from CDA for all reportable property as defined in Section B of this Article. Disposition, which includes sale, trade-in, discarding, or transfer to another agency may not occur until approval is received from CDA. The Contractor shall submit to CDA a Request to Dispose of Property (CDA 248) to property@aging.ca.gov. CDA will then instruct the AAA on disposition of the property. Once approval for disposal has been received from CDA and the AAA has reported to CDA the Property Survey Report's (STD 152) Certification of Disposition, the item(s) shall be removed from the Contractor's inventory report. Property is not to be disposed of until both the CDA 248 and STD 152 have been approved by CDA. Contractor will be liable for repayment of purchase price of equipment if Contractor disposes of equipment without prior approval from CDA.
 2. The Contractor must remove all confidential, sensitive, or personal information from CDA property prior to disposal, including removal or destruction of data on computing devices with digital memory and storage capacity. This includes, but is not limited to magnetic tapes, flash drives, personal computers, personal digital assistants, cell or smart phones, multi-function printers, and laptops.
- G. Any loss, damage, or theft of equipment shall be investigated and fully documented. The Contractor shall promptly notify CDA and shall provide copies of the investigative documentation and police reports as requested by CDA.
- H. The State reserves title to all State-purchased or financed property not fully consumed in the performance of this Agreement, unless otherwise required by federal law or regulations or as otherwise agreed by the parties.
- I. The Contractor shall exercise due care in the use, maintenance, protection, and preservation of such property during the period of the project, and shall assume responsibility for replacement or repair of such property during the period of the project, or until the Contractor has complied with all written instructions from CDA regarding the final disposition of the property.
- J. In the event of the Contractor's dissolution or upon termination of this Agreement, the Contractor shall provide a final property inventory to the State. The State reserves the right to require the Contractor to transfer such property to another entity, or to the State.
- K. To exercise the above right, no later than one hundred twenty (120) days after termination of this Agreement or notification of the Contractor's dissolution, the State will issue specific written disposition instructions to the Contractor.

ARTICLE VII. PROPERTY (Continued)

- L. The Contractor shall use the property for the purpose for which it was intended under the Agreement. When no longer needed for that use, the Contractor shall use it, if needed, and with written approval of the State for other purposes in this order:
 - 1. For another CDA program providing the same or similar service.
 - 2. For another CDA-funded program.
- M. The Contractor may share use of the property and equipment or allow use by other programs, upon written approval from CDA. As a condition of the approval, CDA may require reimbursement under this Agreement for its use.
- N. The Contractor or subcontractors shall not use equipment or supplies acquired under this Agreement with federal and/or State monies for personal gain or to usurp the competitive advantage of a privately-owned business entity.
- O. If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the Budget Summary.
- P. The Contractor shall include the provisions contained in this Article in all its subcontracts awarded under this Agreement.

ARTICLE VIII. ACCESS

The Contractor shall provide access to the federal or State contracting agency, the California State Auditor, the Comptroller, General of the United States, or any of their duly authorized federal or State representatives to any books, documents, papers, and records of the Contractor or subcontractor which are directly pertinent to this specific Agreement for the purpose of making an audit, examination, excerpts, and transcriptions. The Contractor shall include this requirement in its subcontracts.

ARTICLE IX. MONITORING AND EVALUATION

- A. Authorized State representatives shall have the right to monitor and evaluate the Contractor's administrative, fiscal and program performance pursuant to this Agreement. Said monitoring and evaluation may include, but is not limited to, administrative processes, fiscal, data and procurement components. This will include policies, procedures, procurement, audits, inspections of project premises, interviews of project staff and participants, and when applicable, inspection of food preparation sites.
- B. The Contractor shall cooperate with the State in the monitoring and evaluation processes, which include making any administrative, program and fiscal staff available during any scheduled process.

ARTICLE IX. MONITORING AND EVALUATION (Continued)

- C. The Contractor shall monitor contracts and subcontracts to ensure compliance with laws, regulations, and the provisions of contracts that may have a direct and/or material effect on each of its CDA funded programs.
- D. The Contractor is responsible for maintaining supporting documentation including financial and statistical records, contracts, subcontracts, monitoring reports, and all other pertinent records until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA.

ARTICLE X. AUDIT REQUIREMENTS

A. General

- 1. Any duly authorized representative of the federal or State government, which includes but is not limited to the State Auditor, CDA Staff, and any entity selected by State to perform inspections, shall have the right to monitor and audit Contractor and all subcontractors providing services under this Agreement through on-site inspections, audits, and other applicable means the State determines necessary. In the event that CDA is informed of an audit by an outside federal or State government entity affecting the Contractor, CDA will provide timely notice to Contractor.
- 2. Contractor shall make available all reasonable information necessary to substantiate that expenditures under this Agreement are allowable and allocable, including, but not limited to accounting records, vendor invoices, bank statements, cancelled checks, bank/credit card statements, contracts and agreements, employee timesheets, purchase orders, and indirect cost allocation plans. Contractor shall agree to make such information available to the federal government, the State, or any of their duly authorized representatives, including representatives of the entity selected by State to perform inspections, for examination, copying, or mechanical reproduction, on or off the premises of the appropriate entity upon a reasonable request.
- 3. All agreements entered into by Contractor and subcontractors with audit firms for purposes of conducting independent audits under this Agreement shall contain a clause permitting any duly authorized representative of the federal or State government access to the supporting documentation of said audit firm(s).
- 4. The Contractor shall cooperate with and participate in any further audits which may be required by the State, including CDA fiscal and compliance audits.

ARTICLE X. AUDIT REQUIREMENTS (Continued)

B. CDA Fiscal and Compliance Audits

1. The CDA Audits and Risk Management Branch shall perform fiscal and compliance audits of Contractors in accordance with Generally Accepted Government Auditing Standards (GAGAS) to ensure compliance with applicable laws, regulations, grants, and contract requirements.
2. The CDA fiscal and compliance audits may include, but not be limited to, a review of:
 - a. Financial closeouts (2 CFR 200.1 and 45 CFR 75.2)
 - b. Internal controls (2 CFR 200.303 and 45 CFR 75.303)
 - c. Allocation of expenditures (2 CFR 200.1 and 45 CFR 75.2)
 - d. Allowability of expenditures (2 CFR 200.403 and 45 CFR 75.403)
 - e. Equipment expenditures and approvals, if required (2 CFR 200.439 and 45 CFR 75.439)

C. Single Audit Reporting Requirements (2 CFR 200 Subpart F and 45 CFR 75 Subpart F)

1. Contractor Single Audit Reporting Requirements

- a. Contractors that expend \$750,000 or more in federal funds shall arrange for an audit to be performed as required by the Single Audit Act of 1984, Public Law 98-502; the Single Audit Act Amendments of 1996, Public Law 104-156; 2 CFR 200.501 to 200.521 and 45 CFR 75.501 to 75.521.

A copy shall be submitted to the:

California Department of Aging
Attention: Audits and Risk Management Branch
2880 Gateway Oaks Drive, Suite 200
Sacramento, California 95833

- b. The copy shall be submitted within thirty (30) days after receipt of the Auditor's report or nine (9) months after the end of the audit period, whichever occurs first, or unless a longer period is agreed to in advance by the cognizant or oversight agency.
- c. For purposes of reporting, the Contractor shall ensure that State-funded expenditures are displayed discretely along with the related federal expenditures in the single audit report's "Schedule of

ARTICLE X. AUDIT REQUIREMENTS (Continued)

Expenditures of Federal Awards” (SEFA) under the Catalog of Federal Domestic Assistance (CFDA) number.

- d. For State contracts that do not have CFDA numbers, the Contractor shall ensure that the State-funded expenditures are discretely identified in the SEFA by the appropriate program name, identifying grant/contract number, and as passed through CDA.
2. The Contractor shall perform a reconciliation of the “Financial Closeout Report” to the audited financial statements, single audit, and general ledgers. The reconciliation shall be maintained and made available for CDA review. The reconciliation must be submitted with the CDA Closeout Package.
3. Contract Resolution of Contractor’s Subrecipients

The Contractor shall have the responsibility for resolving its contracts with subcontractors to determine whether funds provided under this Agreement are expended in accordance with applicable laws, regulations, and provisions of contracts or agreements. The Contractor shall, at a minimum, perform Contract resolution within fifteen (15) months of the "Financial Closeout Report."
4. The Contractor shall ensure that subcontractor single audit reports meet 2 CFR 200 and 45 CFR 75, Subparts F-Audit Requirements.
5. Contract resolution includes:
 - a. Ensuring that subcontractors expending \$750,000 or more in federal awards during the subcontractor’s fiscal year have met the audit requirements of 2 CFR 200.501 - 200.521 and 45 CFR 75.501 to 75.521.
 - b. Issuing a management decision on audit findings within six (6) months after receipt of the Subcontractor’s single audit report and ensuring that the Subcontractor takes appropriate and timely corrective action.
 - c. Reconciling expenditures reported to the Contractor to the amounts identified in the single audit or other type of audit if the Subcontractor was not subject to the single audit requirements. For a subcontractor who was not required to obtain a single audit and did not obtain another type of audit, the reconciliation of expenditures reported to CDA must be accomplished through performing alternative procedures (e.g., risk assessment [2 CFR 200.332 and 45 CFR 75.352], documented review of financial statements, and documented expense verification, including match, etc.).

ARTICLE X. AUDIT REQUIREMENTS (Continued)

6. When alternative procedures are used, the Contractor shall perform financial management system testing, which provides, in part, for the following:
 - a. Accurate, current, and complete disclosure of the financial results of each federal award or program.
 - b. Records that identify adequately the source and application of funds for each federally funded activity.
 - c. Effective control over, and accountability for, all funds, property, and other assets to ensure these items are used solely for authorized purposes.
 - d. Comparison of expenditures with budget amounts for each federal award.
 - e. Written procedures to implement the requirements of 2 CFR 200.305.
 - f. Written procedures for determining the allowability of costs in accordance with 2 CFR Part 200 and 45 CFR Part 75, Subparts E - Cost Principles.

[2 CFR 200.302 and 45 CFR 75.302]
 - g. The Contractor shall document system and expense testing to show an acceptable level of reliability, including a review of actual source documents.
 - h. Determining whether the results of the reconciliations performed necessitate adjustment of the Contractor's own records.

7. The Contractor shall ensure that subcontractor single audit reports meet 2 CFR 200 and 45 CFR 75, Subparts F - Audit Requirements:
 - a. Performed timely – not less frequently than annually and a report submitted timely. The audit is required to be submitted within thirty (30) days after receipt of the Auditor's report or nine (9) months after the end of the audit period, whichever occurs first. [2 CFR 200.512 and 45 CFR 75.512]
 - b. Properly procured – use procurement standards for auditor selection. [2 CFR 200.509 and CFR 75.509]
 - c. Performed in accordance with Generally Accepted Government Auditing Standards. [2 CFR 200.514 and 45 CFR 75.514]

ARTICLE X. AUDIT REQUIREMENTS (Continued)

- d. All inclusive – includes an opinion (or disclaimer of opinion) of the financial statements; a report on internal control related to the financial statements and major programs; an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts; and the schedule of findings and questioned costs. [2 CFR 200.515 and 45 CFR 75.515]
 - e. Performed in accordance with provisions applicable to this program as identified in 2 CFR Part 200, and 45 CFR Part 75, Subpart F, Audit Requirements.
8. Requirements identified in Sections D and E of this Article shall be included in contracts with the Subcontractor. Further, the Subcontractor shall be required to include in its contract with the independent Auditor that the Auditor will comply with all applicable audit requirements/standards; CDA shall have access to all audit reports and supporting work papers, and CDA has the option to perform additional work, as needed.
9. The Contractor shall prepare a summary worksheet of results from the contract resolutions performed of all subcontractors. The summary worksheet shall include, but not be limited to, contract amounts; amounts resolved; amounts of match verified, resolution of variances; recovered amounts; whether an audit was relied upon or the Contractor performed an independent expense verification review (alternative procedures) of the Subcontractor in making a determination; whether audit findings were issued; and, if applicable, issuance date of the management letter; and any communication or follow-up performed to resolve the findings.
10. A reasonably proportionate share of the costs of audits required by, and performed in, accordance with the Single Audit Act Amendments of 1996, as implemented by requirements of this part, are allowable. However, the following audit costs are unallowable:
- a. Any costs when audits required by the Single Audit Act and 2 CFR 200 and 45 CFR 75, Subparts F – Audit Requirements have not been conducted or have been conducted but not in accordance therewith; and
 - b. Any costs of auditing a non-federal entity that is exempted from having an audit conducted under the Single Audit Act and 2 CFR 200 and 45 CFR 75, Subparts F – Audit Requirements because its expenditures under federal awards are less than \$750,000 during the non-federal entity's fiscal year.

ARTICLE X. AUDIT REQUIREMENTS (Continued)

- i. The costs of a financial statement audit of a non-federal entity that does not currently have a federal award may be included in the indirect cost pool for a cost allocation plan or indirect cost proposal.
- ii. Pass-through entities may charge federal awards for the cost of agreed-upon-procedures engagements to monitor subcontractors who are exempted from the requirements of the Single Audit Act and 2 CFR 200 and 45 CFR 75, Subparts F – Audit Requirements. This cost is allowable only if the agreed-upon procedures engagements are conducted in accordance with Generally Accepted Government Auditing Standards (GAGAS) attestation standards, paid for and arranged by the pass-through entity, and limited in scope to one or more of the following types of compliance requirements: activities allowed or not allowed; allowable costs/cost principles; eligibility; and reporting.

[2 CFR 200.425]

ARTICLE XI. INSURANCE

- A. Prior to commencement of any work under this Agreement, the Contractor shall provide for the term of this Agreement, the following insurance:
 1. General liability of not less than \$1,000,000 per occurrence for bodily injury and property damage combined. Higher limits may be required by the State in cases of higher than usual risks.
 2. Automobile liability including non-owned auto liability, of not less than \$1,000,000 for volunteers and paid employees providing services supported by this Agreement.
 3. If applicable, or unless otherwise amended by future regulation, the Contractor and subcontractors shall comply with the Public Utilities Commission General Order No. 115-G which requires higher levels of insurance for charter-party carriers of passengers and is based on seating capacity as follows:
 - a. \$750,000 if seating capacity is under 8
 - b. \$1,500,000 if seating capacity is 8 – 15
 - c. \$5,000,000 if seating capacity is over 15
 4. Professional liability of not less than \$1,000,000 as it appropriately relates to the services rendered. Coverage shall include medical malpractice and/or errors and omissions. (All programs except Title V).

ARTICLE XI. INSURANCE (Continued)

- B. The insurance will be obtained from an insurance company acceptable to the Department of General Services, Office of Risk and Insurance Management (DGS, ORIM), or be provided through partial or total self-insurance acceptable to the Department of General Services (DGS).
- C. Evidence of insurance shall be in a form and content acceptable to DGS, ORIM.
- D. The Contractor shall notify the State within five (5) business days of any cancellation, non-renewal, or material change that affects required insurance coverage.
- E. Insurance obtained through commercial carriers shall meet the following requirements:
 - 1. The Certificate of Insurance shall provide the statement: “The Department of Aging, State of California, its officers, agents, employees, and servants are included as additional insureds, with respect to work performed for the State of California under this Agreement.” Professional liability coverage is exempt from this requirement.
 - 2. CDA shall be named as the certificate holder and CDA’s address must be listed on the certificate.
- F. The insurance provided herein shall be in effect at all times during the term of this Agreement. In the event the insurance coverage expires during the term of this Agreement, the Contractor agrees to provide CDA, at least thirty (30) days prior to the expiration date, a new Certificate of Insurance evidencing insurance coverage as provided herein for a period not less than the remaining Agreement term or for a period not less than one (1) year. In the event the Contractor fails to keep in effect at all times said insurance coverage, CDA may, in addition to any other remedies it may have, terminate this Agreement.
- G. The Contractor shall require its subcontractors under this Agreement, other than units of local government which are similarly self-insured, to maintain adequate insurance coverage for general liability, Worker’s Compensation liabilities, and if appropriate, auto liability including non-owned auto and professional liability, and further, the Contractor shall require all of its subcontractors to hold the Contractor harmless. The Subcontractor’s Certificate of Insurance for general and auto liability shall also name the Contractor, not the State, as the certificate holder and additional insured. The Contractor shall maintain Certificates of Insurance for all of its subcontractors.
- H. A copy of each appropriate Certificate of Insurance or letter of self-insurance, referencing this Agreement number shall be submitted to CDA with this Agreement.

ARTICLE XI. INSURANCE (Continued)

- I. The Contractor shall be insured against liability for Worker’s Compensation or undertake self-insurance in accordance with the provisions of the California Labor Code and the Contractor affirms to comply with such provisions before commencing the performance of the work under this Agreement. [Cal. Labor Code § 3700]

ARTICLE XII. TERMINATION

A. Termination Without Cause

CDA may terminate performance of work under this Agreement, in whole or in part, without cause, if CDA determines that a termination is in the State’s best interest. CDA may terminate the Agreement upon ninety (90) days written notice to the Contractor. The Notice of Termination shall specify the extent of the termination and shall be effective ninety (90) days from the delivery of the Notice. The parties agree that if the termination of the Contract is due to a reduction or deletion of funding by the Department of Finance (DOF), Legislature or Congress, the Notice of Termination shall be effective thirty (30) days from the delivery of the Notice. The Contractor shall submit to CDA a Transition Plan as specified in Exhibit E of this Agreement. The parties agree that for the terminated portion of the Agreement, the remainder of Agreement shall be deemed to remain in effect and is not void.

B. Termination for Cause

CDA may terminate, in whole or in part, for cause the performance of work under this Agreement. CDA may terminate the Agreement upon thirty (30) days written notice to the Contractor. The Notice of Termination shall be effective thirty (30) days from the delivery of the Notice of Termination unless the grounds for termination are due to threat to life, health or safety of the public and in that case, the termination shall take effect immediately. The Contractor shall submit to CDA a Transition Plan as specified in Exhibit E of this Agreement. The grounds for termination for cause shall include, but are not limited to, the following:

1. In case of threat of life, health or safety of the public, termination of the Agreement shall be effective immediately.
2. A violation of the law or failure to comply with any condition of this Agreement.
3. Inadequate performance or failure to make progress so as to endanger performance of this Agreement.
4. Failure to comply with reporting requirements.
5. Evidence that the Contractor is in an unsatisfactory financial condition as determined by an audit of the Contractor or evidence of a financial condition

ARTICLE XII. TERMINATION (Continued)

that endangers performance of this Agreement and/or the loss of other funding sources.

6. Delinquency in payment of taxes or payment of costs for performance of this Agreement in the ordinary course of business.
7. Appointment of a trustee, receiver, or liquidator for all or a substantial part of the Contractor's property, or institution of bankruptcy, reorganization or the arrangement of liquidation proceedings by or against the Contractor.
8. Service of any writ of attachment, levy of execution, or commencement of garnishment proceedings against the Contractor's assets or income.
9. The commission of an act of bankruptcy.
10. Finding of debarment or suspension. [Article II J]
11. The Contractor's organizational structure has materially changed.
12. CDA determines that the Contractor may be considered a "high risk" agency as described in 2 CFR 200.205 and 45 CFR 75.205. If such a determination is made, the Contractor may be subject to special conditions or restrictions.

C. Contractor's Obligation After Notice of Termination

After receipt of a Notice of Termination, and except as directed by CDA, the Contractor shall immediately proceed with the following obligations, as applicable, regardless of any delay in determining or adjusting any funds due under this clause.

The Contractor shall:

1. Stop work as specified in the Notice of Termination.
2. Place no further subcontracts for materials or services, except as necessary, to complete the continued portion of the Contract.
3. Terminate all subcontracts to the extent they relate to the work terminated.
4. Settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts, (the approval or ratification of which will be final for purposes of this clause).

D. Effective Date

Termination of this Agreement shall take effect immediately in the case of an emergency such as threat to life, health, or safety of the public. The effective date

ARTICLE XII. TERMINATION (Continued)

for Termination with Cause or for funding reductions is thirty (30) days and Termination without Cause is ninety (90) days subsequent to written notice to the Contractor. The notice shall describe the action being taken by CDA, the reason for such action and, any conditions of the termination, including the date of termination.

E. Voluntary Termination of Area Plan Agreement (Title III Only)

Pursuant to 22 CCR 7210, the Contractor may voluntarily terminate its contract prior to its expiration either by mutual agreement with CDA or upon thirty (30) days written notice to CDA. In case of voluntary termination, the Contractor shall allow CDA up to one hundred eighty (180) days to transition services. The Contractor shall submit a Transition Plan in accordance with Exhibit E of this Agreement.

F. Notice of Intent to Terminate by Contractor (All other non-Title III Programs)

In the event the Contractor no longer intends to provide services under this Agreement, the Contractor shall give CDA Notice of Intent to Terminate. Such notice shall be given in writing to CDA at least one hundred eighty (180) days prior to the proposed termination date. Unless mutually agreed upon, the Contractor does not have the authority to terminate the Agreement. The Notice of Intent to Terminate shall include the reason for such action and the anticipated last day of work. The Contractor shall submit a Transition Plan in accordance with Exhibit E.

G. In the Event of a Termination Notice

CDA will present written notice to the Contractor of any condition, such as, but not limited to, transfer of clients, care of clients, return of unspent funds; and disposition of property, which must be met prior to termination.

ARTICLE XIII. REMEDIES

The Contractor agrees that any remedy provided in this Agreement is in addition to and not in derogation of any other legal or equitable remedy available to CDA as a result of breach of this Agreement by the Contractor, whether such breach occurs before or after completion of the project.

ARTICLE XIV. DISSOLUTION OF ENTITY

The Contractor shall notify CDA immediately of any intention to discontinue existence of the entity or to bring an action for dissolution.

ARTICLE XV. AMENDMENTS, REVISIONS OR MODIFICATIONS

- A. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed and approved through the State amendment process in accordance with the State Contract Manual. No oral understanding or agreement not incorporated in this Agreement is binding on any of the parties.
- B. The State reserves the right to revise, waive, or modify the Agreement to reflect any restrictions, limitations, or conditions enacted by Congress or the Legislature or as directed by the Executive Branch of State government.

ARTICLE XVI. NOTICES

- A. Any notice to be given hereunder by either party to the other may be effected by personal delivery in writing or by registered or certified mail, overnight mail, postage prepaid, return receipt requested, provided the Contractor retains receipt, and shall be communicated as of actual receipt.
- B. Any notice given to CDA for the Contractor's change of legal name, main address, or name of the Director shall be completed by submitting a Std. 204 form to AAAcontactinfo@aging.ca.gov.
- C. All other notices with the exception of those identified in Section B of this Article shall be addressed to the California Department of Aging, AAA Based Teams, 2880 Gateway Oaks Drive, Suite 200, Sacramento, California, 95833. Notices mailed to the Contractor shall be to the address indicated on the coversheet of this Agreement.
- D. Either party may change its address by written notice to the other party in accordance with this Article.

ARTICLE XVII. DEPARTMENT CONTACT

- A. The name of CDA's contact to request revisions, waivers, or modifications affecting this Agreement, will be provided by the State to the Contractor upon full execution of this Agreement.
- B. Contractor shall submit to CDA changes to Contractor's legal name, main address, Director, or any key staff to be added or removed from the distribution list by submitting a Contact Report to AAAcontactinfo@aging.ca.gov. You may request the Contact Report by emailing AAAcontactinfo@aging.ca.gov.

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY

A. Information Assets

The Contractor, and its Subcontractors/Vendors, shall have in place operational policies, procedures, and practices to protect State information assets, including those assets used to store or access Personal Health Information (PHI), Personal Information (PI) and any information protected under the Health Insurance Portability and Accountability Act (HIPAA), (i.e., public, confidential, sensitive and/or personal identifying information) herein referred to as Personal, Sensitive and Confidential Information (PSCI) as specified in the State Administrative Manual, 5300 to 5365.3; Cal. Gov. Code § 11019.9, DGS Management Memo 06-12; DOF Budget Letter 06-34; and CDA Program Memorandum 07-18 Protection of Information Assets and the Statewide Health Information Policy Manual.

Information assets may be in hard copy or electronic format and may include but is not limited to:

1. Reports
2. Notes
3. Forms
4. Computers, laptops, cellphones, printers, scanners
5. Networks (LAN, WAN, WIFI) servers, switches, routers
6. Storage media, hard drives, flash drives, cloud storage
7. Data, applications, databases

B. Encryption of Computing Devices

The Contractor, and its Subcontractors/Vendors, are required to use 128-Bit encryption for PSCI data that is collected and stored under this Agreement that is confidential, sensitive, and/or personal information including data stored on all computing devices (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers and backup media) and/or portable electronic storage media (including but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).

C. Disclosure

1. The Contractor, and its Subcontractors/Vendors, shall ensure that all PSCI is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies.
2. The Contractor, and its Subcontractors/Vendors, shall protect from unauthorized disclosure, PSCI such as names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

3. “Personal Identifying information” shall include, but not be limited to: name; identifying number; social security number; state driver’s license or state identification number; financial account numbers; and symbol or other identifying characteristic assigned to the individual, such as finger or voice print or a photograph.
4. The Contractor, and its Subcontractors/Vendors, shall not use PSCI above for any purpose other than carrying out the Contractor’s obligations under this Agreement. The Contractor and its Subcontractors are authorized to disclose and access identifying information for this purpose as required by OAA.
5. The Contractor and its Subcontractors/Vendors, shall not, except as otherwise specifically authorized or required by this Agreement or court order, disclose any identifying information obtained under the terms of this Agreement to anyone other than CDA without prior written authorization from CDA. The Contractor may be authorized, in writing, by a participant to disclose identifying information specific to the authorizing participant.
6. The Contractor, and its Subcontractors/Vendors, may allow a participant to authorize the release of information to specific entities, but shall not request or encourage any participant to give a blanket authorization or sign a blank release, nor shall the Contractor accept such blanket authorization from any participant.

D. Security Awareness Training

1. The Contractor’s employees, Subcontractors/Vendors, and volunteers handling PSCI must complete the required CDA Security Awareness Training module located at <https://www.aging.ca.gov/ProgramsProviders/#Resources> within thirty (30) days of the start date of the Contract/Agreement, within thirty (30) days of the start date of any new employee, Subcontractor, Vendor or volunteer’s employment and annually thereafter.
2. The Contractor must maintain certificates of completion on file and provide them to CDA upon request.

E. Health Insurance Portability and Accountability Act (HIPAA)

The Contractor agrees to comply with the privacy and security requirements of HIPAA and ensure that Subcontractors/Vendors comply with the privacy and security requirements of HIPAA.

F. Information Integrity and Security Statement

The Contractor shall sign and return an Information Integrity and Security Statement (CDA 1024) form with this Agreement. This is to ensure that the Contractor is aware

ARTICLE XVIII. INFORMATION INTEGRITY, AND SECURITY (Continued)

of, and agrees to comply with, their obligations to protect CDA information assets, including PSCI, from unauthorized access and disclosure.

G. Security Incident Reporting

A security incident occurs when CDA information assets are or reasonably believed to have been accessed, modified, destroyed, or disclosed without proper authorization, or are lost or stolen. The Contractor, and its Subcontractors/Vendors, must comply with CDA's security incident reporting procedure located at <https://www.aging.ca.gov/ProgramsProviders/#Resources>.

H. Security Breach Notifications

Notice must be given by the Contractor, and/or its Subcontractors/Vendors to anyone whose PSCI could have been breached in accordance with HIPAA, the Information Practices Act of 1977, and State policy.

I. Software Maintenance

The Contractor, and its Subcontractors/Vendors, shall apply security patches and upgrades in a timely manner and keep virus software up-to-date on all systems on which State data may be stored or accessed.

J. Electronic Backups

The Contractor, and its Subcontractors/Vendors, shall ensure that all electronic information is protected by performing regular backups of files and databases and ensure the availability of information assets for continued business. The Contractor, and its Subcontractors/Vendors, shall ensure that all data, files and backup files are encrypted.

K. Provisions of this Article

The provisions contained in this Article shall be included in all contracts of both the Contractor and its Subcontractors/Vendors.

ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA

A. Copyrights

1. If any material funded by this Agreement is subject to copyright, the State reserves the right to copyright such material and the Contractor agrees not to copyright such material, except as set forth in Section B of this Article.
2. The Contractor may request permission to copyright material by writing to the Director of CDA. The Director shall grant permission, or give reason for

ARTICLE XIX. COPYRIGHTS AND RIGHTS IN DATA (Continued)

denying permission to the Contractor in writing within sixty (60) days of receipt of the request.

- a. If the material is copyrighted with the consent of CDA, the State reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, prepare derivative works, publish, distribute and use such materials, in whole or in part, and to authorize others to do so, provided written credit is given to the author.

3. The Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this contract

for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

B. Rights in Data

1. The Contractor shall not publish or transfer any materials, as defined in paragraph 2 below, produced or resulting from activities supported by this Agreement without the express written consent of the Director of CDA. That consent shall be given, or the reasons for denial shall be given, and any conditions under which it is given or denied, within thirty (30) days after the written request is received by CDA. CDA may request a copy of the material for review prior to approval of the request. This subsection is not intended to prohibit the Contractor from sharing identifying client information authorized by the participant or summary program information which is not client-specific.
2. As used in this Agreement, the term “subject data” means writings, sound recordings, pictorial reproductions, drawings, designs or graphic representations, procedural manuals, forms, diagrams, workflow charts, equipment descriptions, data files and data processing or computer programs, and works of any similar nature (whether or not copyrighted or copyrightable) which are first produced or developed under this Agreement. The term does not include financial reports, cost analyses and similar information incidental to contract administration, or the exchange of that information between AAAs to facilitate uniformity of contract and program administration on a statewide basis.
3. Subject only to other provisions of this Agreement, the State may use, duplicate, or disclose in any manner, and have or permit others to do so subject to State and federal law, all subject data delivered under this Agreement.

ARTICLE XX BILINGUAL AND LINGUISTIC PROGRAM SERVICES

A. Needs Assessment

1. The Contractor shall conduct a cultural and linguistic group-needs assessment of the eligible client population in the Contractor’s service area to assess the language needs of the population and determine what reasonable steps are necessary to ensure meaningful access to services and activities to eligible individuals. [22 CCR 98310, 98314]

The group-needs assessment shall take into account the following four (4) factors:

- a. Number or proportion of persons with Limited English Proficiency (LEP) eligible to be served or encountered by the program.
- b. Frequency with which LEP individuals come in contact with the program.
- c. Nature and importance of the services provided.
- d. Local or frequently used resources available to the Contractor.

This group-needs assessment will serve as the basis for the Contractor’s determination of “reasonable steps” and provide documentary evidence of compliance with Cal. Gov. Code § 11135 et seq.; 2 CCR 11140, 2 CCR 11200 et seq., and 22 CCR98300 et seq.

2. The Contractor shall prepare and make available a report of the findings of the group-needs assessment that summarizes:
 - a. Methodologies used.
 - b. The linguistic and cultural needs of non-English speaking or LEP groups.
 - c. Services proposed to address the needs identified and a timeline for implementation. [22 CCR 98310]
3. The Contractor shall maintain a record of the group-needs assessment on file at the Contractor’s headquarters at all times during the term of this Agreement. [22 CCR 98310, 98313]

B. Provision of Services

1. The Contractor shall take reasonable steps, based upon the group-needs assessment identified in Section A of this Article, to ensure that “alternative

ARTICLE XX BILINGUAL AND LINGUISTIC PROGRAM SERVICES (Continued)

communication services” are available to non-English speaking or LEP beneficiaries of services under this Agreement.

[2 CCR 11162]

2. “Alternative communication services” include, but are not limited to, the provision of services and programs by means of the following:
 - a. Interpreters or bilingual providers and provider staff.
 - b. Contracts with interpreter services.
 - c. Use of telephone interpreter lines.
 - d. Sharing of language assistance materials and services with other providers.
 - e. Translated written information materials, including but not limited to, enrollment information and descriptions of available services and programs.
 - f. Referral to culturally and linguistically appropriate community service programs.
3. Based upon the findings of the group-needs assessment, the Contractor shall ensure that reasonable alternative communication services are available to meet the linguistic needs of identified eligible client population groups at key points of contact. Key points of contact include, but are not limited to, telephone contacts, office visits and in-home visits.

[2 CCR 11162]

The Contractor shall self-certify to compliance with the requirements of this section and shall maintain the self-certification record on file at the Contractor’s office at all times during the term of this Agreement.

[22 CCR 98310]

4. The Contractor shall notify its employees of clients’ rights regarding language access and the Contractor’s obligation to ensure access to alternative communication services where determined appropriate based upon the needs assessment conducted by the Contractor. [22 CCR 98324]
5. Noncompliance with this section may result in suspension or termination of funds and/or termination of this Agreement. [22 CCR 98370]

ARTICLE XX BILINGUAL AND LINGUISTIC PROGRAM SERVICES (Continued)

C. Compliance Monitoring

1. The Contractor shall develop and implement policies and procedures for assessing and monitoring the performance of individuals and entities that provide alternative communication services to non-English and LEP clients. [22 CCR 98310]
2. The Contractor shall monitor, evaluate, and take effective action to address any needed improvement in the delivery of culturally and linguistically appropriate services. [22 CCR 98310]
3. The Contractor shall permit timely access to all records of compliance with this section. Failure to provide access to such records may result in appropriate sanctions. [22 CCR 98314]

D. Notice to Eligible Beneficiaries of Contracted Services

1. The Contractor shall designate an employee to whom initial complaints or inquiries regarding national origin can be directed. [22 CCR 98325]
2. The Contractor shall make available to ultimate beneficiaries of contracted services and programs information regarding CDA's procedure for filing a complaint and other information regarding the provisions of Cal. Gov. Code § 11135 et seq. [22 CCR 98326]
3. The Contractor shall notify CDA immediately of a complaint alleging discrimination based upon a violation of State or federal law. [2 CCR 11162, 22 CCR 98310, 98340]

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. The Contractor shall assure that all HICAP related public information materials include the appropriate HICAP Product Disclaimer. The Contractor may select the appropriate Template Language that best corresponds with the Contractor's, or sub-contractor's HICAP contract allocation(s). Template language should be edited to replace each reference of "XX" with the appropriate corresponding figure.

ARTICLE I. ASSURANCES SPECIFIC TO HICAP (Continued)

1. Product Disclaimer Template Option 1:

“This [project/publication/program/website, etc.] [is/was] supported by the Administration for Community Living (ACL), U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling \$XX with 100 percent funding by ACL/HHS. The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by ACL/HHS, or the U.S. Government.”

2. Product Disclaimer Template Option 2:

This project/publication/program/website, etc.] [is/was] supported by the Administration for Community Living (ACL), U.S. Department of Health and Human Services (HHS) as part of a financial assistance award totaling \$XX with XX percentage funded by ACL/HHS and \$XX amount and XX percentage funded by non-government source(s). The contents are those of the author(s) and do not necessarily represent the official views of, nor an endorsement, by ACL/HHS, or the U.S. Government.

- 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.

ARTICLE I. ASSURANCES SPECIFIC TO HICAP (Continued)

- 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 term 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.
 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.

ARTICLE I. ASSURANCES SPECIFIC TO HICAP (Continued)

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 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

ARTICLE I. ASSURANCES SPECIFIC TO HICAP (Continued)

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:
 - 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.

ARTICLE I. ASSURANCES SPECIFIC TO HICAP (Continued)

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
 - 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.

ARTICLE I. ASSURANCES SPECIFIC TO HICAP (Continued)

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.

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)]
- C. The Contractor shall provide to CDA for approval, a detailed HICAP Work Plan that outlines the Contractor’s and subcontractors’ (if applicable) strategies and use of resources to complete project goals as provided by CDA.

The AAA’s proposed HICAP Work Plan must be submitted to and approved by the CDA HICAP Bureau before payments can be made to the Contractor.

The CDA-approved HICAP Work Plan is hereby incorporated into this Agreement by reference as part of this Exhibit.

ARTICLE II. REPORTING PROVISIONS (Continued)

Requests to modify or amend the approved Work Plan may be made by either CDA or the Contractor at any time. Modifications of the Work Plan shall be effective upon the mutual agreement of both parties. However, the CDA may unilaterally modify the Work Plan if required by ACL or other federal award guidance.

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.

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

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.
- 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.

**EXHIBIT A, Attachment 1
General Information**

SCOPE OF WORK

1. The Contractor agrees to provide to the California Department of Aging (CDA) the services described herein Agreement number HI-2425-06.
2. The services shall be performed in Planning and Service Area(s): 6.
3. The services shall be provided as needed.
4. The project representatives during the term of this agreement will be:

State Agency: California Department of Aging	Contractor: City & County of San Francisco
Name: Local Finance Manager	Name: Kelly Dearman
Phone: (916) 931-1936	Phone: (415) 355-6767
Email: Finance@aging.ca.gov	Email: Kelly.Dearman@sfgov.org

Direct all contract document inquiries to:

State Agency: California Department of Aging	Contractor: City & County of San Francisco
Section/Unit: Business Management Bureau	Section/Unit:
Attention: Kelli Kemper, Contract Analyst	Attention: Kelly Dearman
Address: 2880 Gateway Oaks Dr., Ste 200 Sacramento, CA 95833	Address: P.O. Box 7988 San Francisco, CA 94120-7988
Phone: (916) 419-7537	Phone: (415) 355-6767
Email: kelli.kemper@aging.ca.gov	Email: Kelly.Dearman@sfgov.org

The parties may change their representatives upon providing ten days written notice to the other party. Said changes do not require an amendment to this agreement.

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

HI-2425-06

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

California Department of Aging

CONTRACTOR NAME

City & County of San Francisco

2. The term of this Agreement is:

START DATE

4/1/2024

THROUGH END DATE

3/31/2025

3. The maximum amount of this Agreement is:

\$ 369,005 Three hundred sixty-nine thousand five and 00/100 dollars

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	5 pages
Exhibit A, Attachment 1	General Information	1 page
Exhibit B	Budget Detail and Payment Provisions	8 pages
Exhibit B, Attachment 1	Budget Display	1 page
Exhibit C	General Terms and Conditions – GTC-4/2017*	0 pages
Exhibit D	Special Terms and Conditions	33 pages
Exhibit E	Additional Provisions	11 pages

Items shown with an asterisk (), are hereby incorporated by reference and made part of this agreement as if attached hereto.**These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>***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.)

City & County of San Francisco

CONTRACTOR BUSINESS ADDRESS

P.O. Box 7988

CITY

San Francisco

STATE

CA

ZIP

94120-7988

PRINTED NAME OF PERSON SIGNING

Kelly Dearman

TITLE

Executive Director

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Aging

CONTRACTING AGENCY ADDRESS

2880 Gateway Oaks Drive, Suite 200

CITY

Sacramento

STATE

CA

ZIP

95833

PRINTED NAME OF PERSON SIGNING

Nate Gillen

TITLE

Chief, Business Management Bureau

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

AG OP 80-111

STANDARD AGREEMENT

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THROUGH END DATE

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\$ 368,955 Three hundred sixty-eight thousand nine hundred fifty-five and 00/100 dollars

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AG OP 80-111



SAN FRANCISCO HUMAN SERVICES AGENCY
**Department of Disability
and Aging Services**

P.O. Box 7988
San Francisco, CA
94120-7988
www.SFHSA.org

February 5, 2024

Business Management Bureau
Attn: Contract Management / Subvention
California Department of Aging
2880 Gateway Oaks Drive, Suite 200
Sacramento, CA 95833

To Whom It May Concern:

Please find enclosed signed forms for the following contract:

HI-2425-06

- Two (2) original signed STD 213 Agreements
- original signed CDA 9026
- original signed CDA 1024
- original signed CCC 4/2017



London Breed
Mayor

Kelly Dearman
Executive Director

Please! let me know if you need any additional information or have any questions.

Sincerely,

Katherine Moser
Management Assistant
Office of Community Partnerships
415-355-6786
Katherine.moser@sfgov.org

STANDARD AGREEMENT
STD 213 (Rev. 04/2020)

AGREEMENT NUMBER
HI-2425-06

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DATE SIGNED

1/29/2024

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AG OP 80-111

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
City and County of San Francisco	94-600417
By (Authorized Signature)	
	
Printed Name and Title of Person Signing	
Kelly Dearman	Executive Director
Date Executed	Executed in the County of
1/24/2024	San Francisco

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;

2) the person's or organization's policy of maintaining a drug-free workplace;

3) any available counseling, rehabilitation and employee assistance programs; and,

4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES \$50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of \$100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.

STATE OF CALIFORNIA
 CALIFORNIA DEPARTMENT OF AGING
CALIFORNIA CIVIL RIGHTS LAWS CERTIFICATION
 CDA 9026 (NEW 04/2018)



Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty of perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. CALIFORNIA CIVIL RIGHTS LAWS: For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. EMPLOYER DISCRIMINATORY POLICIES: For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.	
Contractor Name (Printed): City and County of San Francisco	Federal ID Number: 94-600417
By (Authorized Signature): 	
Printed Name and Title of Person Signing: Kelly Dearman Executive Director	
Date Executed: 1/24/2024	Executed in the County and State of: San Francisco, CA
Indicate all California Department of Aging contracts your organization participates in:	
<input checked="" type="checkbox"/> Area Plan (AP)	<input type="checkbox"/> Financial Alignment (FA)
<input checked="" type="checkbox"/> HICAP (HI)	<input checked="" type="checkbox"/> MIPPA (MI)
<input type="checkbox"/> MSSP (MS)	<input checked="" type="checkbox"/> SNAP-Ed (SP)
<input type="checkbox"/> Title V (TV)	



In compliance with California Government Code Section 11019.9, California Civil Code Section 1798 et seq., Department of General Services Management Memo 06-12, and Statewide Information Management Manual (SIMM) 5300 the California Department of Aging (CDA) hereby requires the Contractor/Vendor to:

ACKNOWLEDGE:

- Any wrongful access, inspection, use, or disclosure of Personal, Confidential or Sensitive Information (PSCI) is a crime and is prohibited under state and federal laws, including but not limited to California Penal Code Section 502, California Government Code Section 15619, California Civil Code Section 1798.53 and 1798.55, and the Health Insurance Portability and Accountability Act. Acknowledge.
- Any wrongful access, inspection, use, disclosure, or modification of PSCI information may result in termination of this Contract/Agreement.

MEET THE FOLLOWING REQUIREMENTS:

- PSCI information shall be protected from disclosure in accordance with all applicable laws, regulations, and policies.
- PSCI data be protected by authorized access using the principles of least privilege.
- Any occurrence that actually or potentially jeopardizes the confidentiality, integrity, or availability of an information system or the information the system processes, stores, or transmits or that constitutes a violation or imminent threat of violation of security policies, security procedures or acceptable use policies will immediately be reported to CDA by completing a Security Incident Report CDA (1025A and 1025B).
- All access codes which allow access to confidential information will be properly safeguarded.
- Obligations to protect PSCI information obtained under this Contract/Agreement will continue after termination of the Contract/Agreement with CDA.
- All employees/subcontractors of the Contractor/Vendor will complete the required Security Awareness Training module located at https://aging.ca.gov/Information_security/ within 30 days of the start date of the Contract/Agreement or within 30 days of the start date of any new employee or subcontractor. This training must be completed annually.
- All employees/subcontractors of the Contractor/Vendor must comply with CDA's confidentiality and data security requirements as outlined in the Contract/Agreement.
- All employees/subcontractors of the Contract/Vendor must comply with the Appendix D, section XVIII encryption and self-certification requirements as outlined in the contract.

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF AGING
INFORMATION INTEGRITY AND SECURITY STATEMENT
CDA 1024 (REV 03/2020)



CERTIFY:

To protect PSCI information by:

- Accessing, inspecting, using, disclosing or modifying PSCI information only for the purpose of performing official duties.
- Never accessing, inspecting, using, disclosing, or modifying PSCI information for curiosity, personal gain, or any non-business-related reason.
- Securing PSCI information in approved locations.
- Never removing PSCI information from the work site without authorization.

Meets the encryption requirements in Exhibit D Article 18:

- Is in full compliance with the 128 Encryption requirements.
- Is not in compliance with the 128 Encryption requirements and will achieve compliance by _____.

I hereby certify that I have reviewed this Confidentiality Statement and will comply with the above statements.

Kelly Dearman Executive Director

Contractor/Vendor Printed Name and Title

Contractor/Vendor Signature

Date

Health Insurance Counseling and Advocacy Program

CDA Program/Project

HI-2425-06

Contract Number

HICAP Payment Method Request

Contract No: HI-2425-XX

Area Agencies on Aging (AAA) may request to receive their monthly payments via expenditure reimbursement or via an advance payment method. By completing this form, the AAA certifies the following: either

1. the AAA has sufficient operating cash resources available to support Programmatic and Administrative activity to maintain a reimbursement payment method.
2. or the AAA has demonstrated a cash-flow deficiency and requires an initial advance payment at the start of the contract to support the continuation of Programmatic and Administrative activity. The remaining monthly disbursements will be based on actual expenditures.

The AAA must continue to receive payment in the chosen method for the entirety of the contract.

The AAA signature provided on the signature page of this budget certifies the selection and if applicable, the justification below.

Payment Method: Select One

Justification (For Advance Only): Please demonstrate the anticipated cash-flow deficiency and how that will adversely impact the continuation of Programmatic and Administrative services. Please include supporting details and other solutions that the AAA has explored.

I hereby certify to the best of my knowledge and belief that the above justification is accurate:

Signature of AAA Director:	Printed Name:	Date:
	Kelly Dearman	2/12/2024

> For questions or accessibility assistance with this financial document, please contact Finance@aging.ca.gov.



Signature Document


AREA AGENCY ON AGING: City & County of San Francisco

BUDGET PERIOD: April 1, 2024 - March 31, 2025

PSA NO: 6

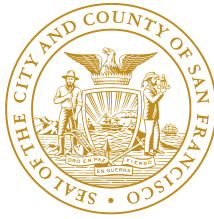
DATE: Feb. 16, 2024

I hereby certify to the best of my knowledge and belief that the Financial Budget Report is accurate.

Signature of Area Agency Director:		Printed Name:	Kelly Dearman	Date:	2/21/2024
>		FOR STATE USE ONLY			
Local Finance Bureau Analyst:		Local Finance Bureau Manager:		Date:	
>		>			

For questions or accessibility assistance with this financial document, please contact Finance@aging.ca.gov.

City & County of San Francisco
London N. Breed, Mayor



Office of the City Administrator
Carmen Chu, City Administrator
Matt Hansen, Director, Risk Management

January 26, 2024

Kelli Kemper, Contract Analyst
California Department of Aging
2880 Gateway Oaks Drive, Suite 200
Sacramento, CA 95833

**RE: HEALTH INSURANCE COUNSELING AND ADVOCACY PROGRAM (HICAP) HI 2425-06
AND ALL SUBSEQUENT AMENDMENTS
April 1, 2024 through March 31, 2025**

This letter certifies that the City and County of San Francisco is self-insured and self-funded for the following insurance coverages, which cover the City and County of San Francisco, its officers and employees.

Comprehensive General Liability insurance in the amount of \$1,000,000 per occurrence and \$2,000,000 general aggregate for bodily injury, property damage, environmental restoration and personal injury to third parties for liability arising out of the City's negligence in performance of this agreement.

Automobile Liability insurance with limits not less than \$1,000,000 combined single limit per accident for bodily injury and property damage including owned, and non-owned and hired auto coverage as applicable.

Workers' Compensation in statutory amounts with Employer's Liability of \$1,000,000 per accident, injury or illness.

Professional Liability including Medical Malpractice and Errors & Omissions with limits not less than \$1,000,000 each claim.

The City and County of San Francisco's self-insurance program is not commercial insurance and has no legal capacity to name another entity as additional insured.

Do not hesitate to contact this office should you have any questions.

Sincerely,

A handwritten signature in blue ink that reads "Matt Hansen".

Matt Hansen
Director

cc: Katherine Moser, DDAS