

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

Program: HICAP

Contract Number: HI-1718

Contract Term: 07/01/2017 – 06/30/2020

Section	Current Language in Existing Contract	New/Amended Language in New Contract	Reason for Change	Editor's Name
EXAMPLE: Exhibit A, Article II.A.4.	EXAMPLE: n/a	EXAMPLE: c) Include staff timesheets that detail how much time is spent on each activity.	EXAMPLE: New regulatory language added by the CA Dept. of Oversight	EXAMPLE: Sam Smith
Exhibit A, Article II.E	E. Recruit and maintain a strong, well-trained, cadre of volunteer counselors, Long-Term Care Counselors, Long-Term Care Community Educators and General Community Educators. New counselors shall be recruited, trained, and registered to maintain the agreed upon performance measures in the latest Area Plan Service Unit Plans (SUP).	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.	More closely models state language in Welf. & Inst. Code § 9541(c)(7) and Welf. & Inst. Code § 9541 (f)(5)-(6) Remove language	Carol B. Andy S. Denise C.
Exhibit A, Article II.	Insert as section O And re-number old O to Q	O. Ensure processes are in place to provide program evaluation and quality assurance, including but not limited to, client satisfaction surveys and questionnaires.	2017 Federal SHIP Grant	Carol B. Chisorom Andy S.
Exhibit A, Article II.	Insert as section P And re-number old P to R	P. 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	Welf. & Ins. Code § 9541(c)(3)]	Carol B. Chisorom Andy S.

Section	Current Language in Existing Contract	New/Amended Language in New Contract	Reason for Change	Editor's Name
		lawsuits against private insurers or managed health care plans.		
Exhibit A, Article II.O.	<p>O. Ensure that if legal services are provided directly or through a subcontract, the following conditions must be met:</p> <ol style="list-style-type: none"> 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 § 5941(c)(3)] 3. HICAP legal representation shall be subject to the understanding that the legal representation and 	<p>Q. Ensure that if legal services are provided directly or through a subcontract, the following conditions must be met:</p> <ol style="list-style-type: none"> 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 § 5941(c)(3)] 3. HICAP legal representation shall be subject to the 	The only change is renumbering the section to Article II.Q because of the new O and P inserted above.	Andy S.

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	<p>legal advocacy shall not include the filing of lawsuits against private insurers or managed health care plans. [Welf. & Inst. Code § 5941(c)(3)]</p> <p>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.</p> <p>5. The Supervising Attorney shall report the performance of legal services in accordance with HICAP reporting instructions.</p>	<p>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 § 5941(c)(3)]</p> <p>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.</p> <p>5. The Supervising Attorney shall report the performance of legal services in accordance with HICAP reporting instructions.</p>		
Exhibit A, Article II.P.	<p>P. In Addition to the conditions above, the Contractor Shall perform the following if subcontracting for HICAP program services:</p> <p>1. Enter into contracts with</p>	<p>R. Perform the following if subcontracting for HICAP program services:</p> <p>1. Enter into contracts with subcontractors to operate the</p>	Deleted the lead in sentence to ensure parallel construction.	Chisorom

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	<p>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.</p> <p>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.</p> <p>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</p>	<p>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.</p> <p>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.</p> <p>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</p>	<p>Also renumbering the section to Article II.R because of the new O and P inserted above.</p>	<p>Andy S.</p>

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	<p>by the end of each fiscal year.</p> <p>4. Conduct onsite monitoring once every two (2) years, and evaluate and document subcontractors' performance and compliance with this Agreement. [45 CFR 1321.11]</p> <p>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.</p>	<p>by the end of each fiscal year.</p> <p>4. Conduct onsite monitoring once every two (2) years, and evaluate and document subcontractors' performance and compliance with this Agreement. [45 CFR 1321.11]</p> <p>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.</p>		
Exhibit B, Article I.B.1	Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [45 CFR 75]	Uniform Administrative Requirements, Cost Principles, and Audit Requirements for HHS Awards . [45 CFR 75]	Correct the title of regulatory document and correct	Harsh Thakar
Exhibit B, Article I.B.2	The Contractor shall meet the following standards for its financial management systems, as stipulated in 45 CFR 75.302:	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:	Change wording and structure to keep consistent with the title of 45 CFR 75.302.	Harsh Thakar
Exhibit B, Article I.D.3 (third line)	approval of an itemized budget	approval of an itemized budget.	Add a period (".") to end the sentence.	Harsh Thakar, June Ditgen, Kaela Hopkins

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Exhibit B, Article I. E. 1	[45 CFR 75.305 (8)(ii)]	[45 CFR 75.305 (b) (9)]	Add citation align with other core program Exhibit Bs and correct the citation	Harsh Thakar
Exhibit B, Article I. E. 2	2. Interest earned on advances of federal and non-federal funds shall be identified as non-match cash.	2. Interest earned on advances of federal funds shall be identified as non-match cash.	Only Federal Funds incur interest or are allowed to be advanced	Amanda Evans
Exhibit B, Article I. E. 3	[45 CFR 75.305 (8)(i)(ii)(iii)(iv)]	[45 CFR 75.305 (b) (8)]	Add citation to align with other core program Exhibit Bs	Harsh Thakar
Exhibit B, Article II. E. 1	1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Contractor's and/or Subcontractor's direct costs, excluding in-kind contributions and equipment.	1. The maximum reimbursement amount allowable for indirect costs is ten percent (10%) of the Contractor's and/or Subcontractor's direct costs, excluding in-kind contributions and nonexpendable equipment unless there is an accepted negotiated rate. [45 CFR 75.414 (c) (1) and (f)]	Federal awarding agencies is specified in the regulations Add citations to align with other core program Exhibit Bs	Chia Lor June Ditgen
Exhibit B, Article II. E. 4	[45 CFR 75.41]	[45 CFR 75.414(a)]	Add and correct citations to align with other core program Exhibit Bs	Harsh Thakar
Exhibit B, Article IV. A	A. The original Budget is due electronically to the Contractor's CDA Fiscal Team Specialist no later than thirty (30) days from the date of the PM transmitting the Budget Display and Contract.	A. The Contractor shall submit electronically the original HICAP Budget with the annual updates by May 1, unless otherwise instructed by CDA.	Align with other contracts original budget due May 1 CDA no longer transmits Budget with the Contract	June Ditgen

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Exhibit B, Article V. A.	<p>A. The Contractor shall prepare and submit by the 30th of each month to the CDA Fiscal Team, in electronic format, using the calendar provided, unless otherwise specified by CDA.</p> <p>Monthly Title HICAP Fiscal Reporting Due Dates</p> <p>RFF</p> <table border="1" data-bbox="331 706 892 1153"> <thead> <tr> <th>Month</th> <th>July</th> <th>Aug</th> <th>Sept</th> <th>Oct</th> <th>Nov</th> </tr> </thead> <tbody> <tr> <td></td> <td>Dec</td> <td>Jan</td> <td>Feb</td> <td>Mar</td> <td>Apr</td> </tr> <tr> <td></td> <td>May</td> <td>June</td> <td></td> <td></td> <td></td> </tr> <tr> <td>RFF</td> <td>Due Date</td> <td>6/15</td> <td>7/15</td> <td>8/15</td> <td></td> </tr> <tr> <td></td> <td></td> <td>9/15</td> <td>10/15</td> <td>11/15</td> <td>12/15</td> </tr> <tr> <td></td> <td></td> <td>2/15</td> <td>3/15</td> <td>4/15</td> <td>5/15</td> </tr> <tr> <td>Expenditure Report</td> <td>Month</td> <td>May</td> <td>June</td> <td></td> <td></td> </tr> <tr> <td></td> <td>July</td> <td>Aug</td> <td>Sept</td> <td>Oct</td> <td>Nov</td> </tr> <tr> <td></td> <td>Dec</td> <td>Jan</td> <td>Feb</td> <td>Mar</td> <td>Apr</td> </tr> <tr> <td>Expenditure Report</td> <td>Due Date</td> <td>6/15</td> <td>7/15</td> <td>8/15</td> <td>9/15</td> </tr> <tr> <td></td> <td></td> <td>11/15</td> <td>12/15</td> <td>1/15</td> <td>2/15</td> </tr> <tr> <td></td> <td></td> <td>4/15</td> <td>5/15</td> <td></td> <td></td> </tr> </tbody> </table> <p>The table is a standard RFF and expenditure reporting schedule. If the effective date of this Contract is not July 1st, the Contractor's RFF and expenditure reporting will commence with the first month of the term of this Contract period and end with the month proceeding the last full month of the contract.</p>	Month	July	Aug	Sept	Oct	Nov		Dec	Jan	Feb	Mar	Apr		May	June				RFF	Due Date	6/15	7/15	8/15				9/15	10/15	11/15	12/15			2/15	3/15	4/15	5/15	Expenditure Report	Month	May	June				July	Aug	Sept	Oct	Nov		Dec	Jan	Feb	Mar	Apr	Expenditure Report	Due Date	6/15	7/15	8/15	9/15			11/15	12/15	1/15	2/15			4/15	5/15			<p>A. The Contractor shall prepare and submit a monthly expenditure report in an electronic format as instructed by CDA by the 30th of each month.</p>	<p>CDA is removing to calendar on the next page and providing narrative explanation of payments and expenditure reporting.</p>	<p>Chia Lor June Ditgen Amanda Evans Jeannine Fenton Andy Sachs</p>
Month	July	Aug	Sept	Oct	Nov																																																																							
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Exhibit B, Article V. B	B. During the Contract Period, CDA shall advance funds based on an analysis of current cash needs.	B. Payments will be made to reimburse expenditures reported unless payment method was established as a Request for Funds basis for the contract term at the time of contract execution.	providing narrative explanation of payments and expenditure reporting.	Chia Lor June Ditgen Amanda Evans Jeannine Fenton Andy Sachs
Exhibit B, Article V. C	No current language	C. During the Contract period, requests to expedite payments shall be reviewed and based on an analysis of the Contractor's need to provide services.	Added language about expedited payments	Steven Kuhse June Ditgen
Exhibit B, Article VI. D	D. 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. If the expenditures reported by the Contractor are less than the advanced amount, CDA will invoice the Contractor for the unspent funds.	D. 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 contract amount. If the expenditures reported by the Contractor are less than the advanced amount, CDA will invoice the Contractor for the unspent funds. The invoice is due immediately upon receipt or no later than 30 days from the date on the invoice.	Create an understanding of when invoices are due to CDA	Carol Chen Harsh Thakar June Ditgen
Exhibit D, ARTICLE I	1. "Agreement" or "Contract" means the Standard Agreement (Std. 213), Exhibits	1. "Agreement" or "Contract" means the Standard Agreement (Std. 213), Exhibits	Adding/deleted/modifying for citation use,	Christian Margedant,

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<p>A.1, 2, 5, 8, 9,14 16 & 17</p>	<p>A, B, C, D and E, an approved Budget as identified in Exhibit B, and if applicable, a Work Plan or Budget Narrative, which are hereby incorporated by reference, amendments, and any other documents incorporated by reference; unless otherwise provided for in this Article.</p> <p>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.</p> <p>5. "Data Universal Numbering System (DUNS) number" means the nine-digit number established and assigned by Dun and Bradstreet, Inc., to uniquely identify business entities.</p> <p>8. "PCC" means the Public Contract Code.</p> <p>9. n/a – did not exist</p> <p>14. "Welf. & Inst. Code" means Welfare and Institutions Code.</p> <p>16. n/a – did not exist</p> <p>17. n/a – did not exist</p>	<p>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.</p> <p>2. "Contractor" or "AAA" 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.</p> <p>5. "DUNS" means the nine-digit, Data Universal Numbering System number established and assigned by Dun and Bradstreet, Inc., to uniquely identify business entities.</p> <p>8. "Cal. Pub. Con. Code" means California Public Contract Code.</p> <p>9. "Cal. Civ. Code" means California Civil Code</p> <p>14. DELETED: Welf. & Inst. Code" means Welfare and Institutions Code.</p> <p>ADDED: "Vendor" means an entity selling goods or services to the</p>	<p>consistency, new reg. citation and clearer definitions.</p>	<p>Chisorom, Michelle E.</p>

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		<p>Contractor or Subcontractor during the Contractor or Subcontractor's performance of the Agreement.</p> <p>16. "HHS" means United States Department of Health and Human Services.</p> <p>17. "OAA" means Older American Act.</p>		
Exhibit D, ARTICLE I B. 2 & 5	<p>2. The Older American Act Amendments of 2006 (OAA) as amended and other applicable federal statutes and their implementing regulations.</p> <p>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. http://www.hhs.gov/asfr/ogapa/aboutog/hhsgps107.pdf</p>	<p>2. Older Americans Act and other applicable federal statutes and their implementing regulations.</p> <p>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</p>	Updating URL and added language to help AAAs find the doc.	Christian Margedant
Exhibit D ARTICLE II. C.2.	The Contractor shall, unless exempted, ensure compliance with the requirements of Cal. Gov. Code § 11135 to 11139.5, and 22 CCR 98000 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 Chapter 182, Statutes of 2006]	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]	Updating citations	Christian Margedant

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Exhibit D ARTICLE II C.	No existing language Add to Exhibit D ARTICLE II. C:	<p>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</p> <p>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.</p>	Adding language to ensure Contractor complies with new regulation requiring DGS form.	Christian Margedant
Exhibit D ARTICLE II. H.1. a-b	a. Copeland “Anti-Kickback” Act. [18 USC 874, 40 USC 275c] [29 CFR 3] b. Davis-Bacon Act. [40 USC 276a to 276a7.] [29 CFR 5] c. Contract Work Hours and Safety Standards Act. [40 USC 327 to 333] [29 CFR 5, 6, 7, 8]	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]	Updating citations	Christian Margedant
Exhibit D ARTICLE II. I 2, 4 & 5	2. Clean Water Act, as amended. [33 USC 1251] 4. Public Contract Code Section 10295.3	2. DELETED 4. State Contract Act [Cal. Pub. Con. Code §10295 et seq.]	Deleting redundant citation, adding language to ensure Contractor complies	Christian Margedant

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	5. n/a – did not exist	5. Unruh Civil Rights Act [Cal. Pub. Con. Code § 2010]	with a new statute. Citation format change for consistency.	
Exhibit D ARTICLE II. M 1-4	<p>1. The DUNS number must be provided to CDA prior to the execution of this Agreement.</p> <p>2. The Contractor must keep the DUNS number and related updates on the website available online at http://fedgov.dnb.com/webform.</p> <p>3. The Contractor shall review all DUNS information to ensure it is up-to-date and the DUNS number status is “active.”</p> <p>4. If CDA cannot access the Contractor's DUNS information 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 DUNS number, the Contractor must immediately update the information as required.</p>	<p>1. The DUNS number must be provided to CDA prior to the execution of this Agreement. Business entities may register for a DUNS number at http://www.dnb.com/duns-number.html.</p> <p>2. The Contractor must register the DUNS number and maintain an “Active” status within the federal System for Award Management available online at https://www.sam.gov/portal/SAM/#1.</p> <p>3. If CDA cannot access or verify “Active” status for the Contractor's DUNS information, which is related to this federal subaward on the Federal Funding Accountability and Transparency Act Subaward Reporting System, the Contractor must immediately update the information as required.</p>	Updating language for brevity, clarity and accuracy. Updated URLs.	Christian Margedant
Exhibit D, Article II. P	No current language	The Contractor, and its Subcontractor/Vendors, shall comply with Governor's Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as “S.W.A.G.” or	Executive order regarding use of funds and S.W.A.G.	Chisorom Andy S

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Exhibit D, Article V. L	The Contractor shall refer to 2 CFR 200, Subpart F- Audit Requirements and 45 CFR 75, Subpart F – Audit Requirements 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 regulation.	"Stuff We All Get." The Contractor shall refer to 2 CFR 200.330, 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 regulation.	Subpart D is applicable to this section.	Jena Yentes
Exhibit D ARTICLE VI. B	B. All such records, including confidential records, must be maintained and made available by the Contractor: (1) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA's Audit Branch, (2) for such longer period, if any, as is required by applicable statute, by any other clause of this Agreement, or by Sections B and C of this Article, and (3) for such longer period as CDA deems necessary.	B. All such records, including confidential records, must be maintained and made available by the Contractor: (1) until an audit has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA's Audit 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.	Updating for accuracy	Christian Margedant
Exhibit D, Article VI. E.	If the allowability of expenditures cannot be determined because of records or documentation of the Contractor are nonexistent or inadequate according to guidelines set forth in 2 CFR § 200.302 the expenditures will be questioned in the audit and may be disallowed by CDA during the audit resolution process.	If the allowability of expenditures cannot be determined because of records or documentation of the Contractor are nonexistent or inadequate according to guidelines set forth in 2 CFR 200.302 and 45 CFR 75.302 , the expenditures will be questioned in the audit and may be disallowed by CDA during the audit resolution process.	Adding for accuracy	Jena Yentes Christian Margedant

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Exhibit D, Article VII. E.3.	CDA tag number or other tag identifying it as CDA property.	CDA tag number or other tag identifying it as State of California property.	More specific language used in 8651 DGS SAM Criteria	Jena Yentes
Exhibit D, Article VII. G	The Contractor shall immediately investigate and within five (5) days fully document the loss, destruction, or theft of such property.	Any loss, damage, or theft of equipment shall be investigated, fully documented and the Contractor shall promptly notify CDA.	Criteria from CFR 215.34	Jena Yentes
Exhibit D ARTICLE VII. O.	If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the budget.	If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the Budget Summary.	Adding for accuracy.	Christian Margedant
Exhibit D, Article IX. 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 major programs.	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.	Clarification of specified programs	Andy Sachs
Exhibit D, Article X.	Audits	Audit Requirements	Clarification of section	Jena Yentes
Exhibit D, Article XVIII.A	A. <u>Information Assets</u> The Contractor shall have in place operational policies, procedures, and practices to protect State information assets, (i.e., public, confidential, sensitive and/or personal information) as specified in the State Administrative Manual, § 5300 to 5365.3; Cal. Gov. Code § 11019.9, DGS Management	A. <u>Information Assets</u> 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	Clarification of Information Assets for clearer definition	Ken Ketsdever

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	<p>Memo 06 12; DOF Budget Letter 06-34; and CDA Program Memorandum 07-18 Protection of Information Assets.</p> <p>Information assets include (but are not limited to):</p> <ol style="list-style-type: none"> 1. Information collected and/or accessed in the administration of the State programs and services. 2. Information stored in any media form, paper or electronic. 	<p>Health Insurance Portability and Accountability Act (HIPAA), (i.e., confidential, sensitive and/or personal identifying information) 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; CDA Program Memorandum 07-18 Protection of Information Assets, and the Statewide Health Information Policy Manual.</p> <p>Information Assets may be in hard copy or electronic format and may include but is not limited to:</p> <ol style="list-style-type: none"> 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 		
Exhibit D Article XVIII.B	A. <u>Encryption on Portable Computing Devices</u>	B. <u>Encryption of Computing Devices</u> The Contractor, and its	Consistency of terminology, clarification of	Ken Ketsdever

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	<p>The Contractor is required to encrypt data collected under this Agreement that is confidential, sensitive, and/or personal including data stored on portable computing devices (including but not limited to, 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).</p>	<p>Subcontractors/Vendors, are required to encrypt data collected 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 electronic storage media (including but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).</p>	<p>computing devices and electronic storage media</p>	
<p>Exhibit D Article XVIII.C</p>	<p>C. <u>Disclosure</u></p> <ol style="list-style-type: none"> The Contractor shall ensure that personal, sensitive and confidential information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies. The requirement to protect information shall remain in force until superseded by laws, regulations or policies. The Contractor shall protect from unauthorized disclosure, names 	<p>C. <u>Disclosure</u></p> <ol style="list-style-type: none"> The Contractor, and its Subcontractors/Vendors, shall ensure that all confidential, sensitive and/or personal identifying information is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies. The Contractor, and its Subcontractors/Vendors, shall protect from unauthorized 	<p>Consistency of terminology, clarification of disclosure requirements</p>	<p>Ken Ketsdever</p>

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	<p>and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.</p> <p>3. "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.</p> <p>4. The Contractor and its subcontractors shall not use the identifying information in paragraph 3 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</p>	<p>disclosure, confidential, sensitive and/or personal identifying information such as names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant</p> <p>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.</p> <p>4. The Contractor, and its Subcontractors/Vendors, shall not use confidential, sensitive and/or personal identifying information 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</p>		

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	<p>required by OAA.</p> <p>5. The Contractor 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.</p> <p>6. The Contractor 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.</p>	<p>this purpose as required by OAA.</p> <p>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.</p> <p>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.</p>		
Exhibit D	D. <u>Training/Education</u>	D. <u>Security Awareness Training</u>	Consistency of	Ken Ketsdever

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Article XVIII.D	<p>1. The Contractor must provide ongoing education and training, at least annually, to all employees and subcontractors who handle personal, sensitive or confidential information. The Contractor's employees, subcontractors, and volunteers must complete the required Security Awareness Training module located at www.aging.ca.gov within thirty (30) days of the start date of the Contract/Agreement or within thirty (30) days of the start date of any new employee, subcontractor or volunteer. The Contractor must maintain certificates of completion on file and provide them to CDA upon request. Training may be provided on an individual basis or in groups. A sign-in sheet is acceptable documentation for group training in lieu of individual certificates. If internet access is not available, a hardcopy of the training module may be provided to employees and/or volunteers for completion.</p> <p>2. The Contractor may substitute CDA's Security Awareness Training program with its own Security Training provided such</p>	<p>1. The Contractor's employees, Subcontractors/Vendors, and volunteers handling confidential, sensitive and/or personal identifying information 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.</p> <p>2. The Contractor must maintain certificates of completion on file and provide them to CDA upon request.</p>	terminology, clarification of training requirements, provide location of training presentation	

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	<p>training meets or exceeds CDA's training requirement. Contractors shall maintain documentation of training and education provided to their staff, volunteers, and/or subcontractors.</p> <p>3. All employees and volunteers who handle personal, sensitive or confidential information relating to CDA's programs must participate in Security Awareness Training.</p>			
<p>Exhibit D Article XVIII.E</p>	<p>E. <u>Health Insurance Portability and Accountability Act (HIPAA)</u></p> <p>The Contractor agrees to comply with the privacy and security requirements of HIPAA to the extent applicable and to take all reasonable efforts to implement HIPAA requirements. The Contractor will make reasonable efforts to ensure that subcontractors comply with the privacy and security requirements of HIPAA.</p>	<p>E. <u>Health Insurance Portability and Accountability Act (HIPAA)</u></p> <p>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.</p>	<p>Consistency of terminology, clarification of verbiage</p>	<p>Ken Ketsdever</p>
<p>Exhibit D Article XVIII.G</p>	<p>G. <u>Security Incident Reporting</u></p> <p>A security incident occurs when CDA information assets are accessed, modified, destroyed, or disclosed without proper</p>	<p>G. <u>Security Incident Reporting</u></p> <p>A security incident occurs when CDA information assets are or reasonably believed to have been accessed, modified, destroyed, or</p>	<p>Consistency of terminology, clarification of reporting requirements and location of reporting</p>	<p>Ken Ketsdever</p>

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	<p>authorization, or are lost or stolen. The Contractor must report all security incidents to the appropriate CDA Program Manager immediately upon detection. A Security Incident Report (CDA 1025) form must be submitted to the CDA Information Security Officer within five (5) business days of the date the incident was detected.</p>	<p>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</p>	<p>process.</p>	
<p>Exhibit D Article XVIII.H</p>	<p>H. <u>Notification of Security Breach to Data Subjects</u> 1. Notice must be given by the Contractor or subcontractors to any data subject whose personal information could have been breached. 2. Notice must be given in the most expedient time possible and without unreasonable delay except when notification would impede a criminal investigation or when necessary measures to restore system integrity are required. 3. Notice may be provided in writing, electronically, or by substitute notice in accordance with State law, regulation, or policy.</p>	<p>H. <u>Security Breach Notifications</u> Notice must be given by the Contractor, and/or its Subcontractors/Vendors to anyone whose confidential, sensitive and/or personal identifying information could have been breached in accordance with HIPAA, the Information Practices Act of 1977, and State policy.</p>	<p>Consistency of terminology, clarification of Breach notification requirements and location of reporting and breach notification process.</p>	<p>Ken Ketsdever</p>

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Exhibit D Article XVIII.I	<p>I. <u>Software Maintenance</u></p> <p>The Contractor shall apply security patches and upgrades and keep virus software up-to-date on all systems on which State data may be used.</p>	<p>I. <u>Software Maintenance</u></p> <p>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.</p>	Consistency of terminology, clarification software maintenance requirements.	Ken Ketsdever
Exhibit D Article XVIII.J	<p>J. <u>Electronic Backups</u></p> <p>The Contractor shall ensure that all electronic information is protected by performing regular backup of automated files and databases and ensure the availability of information assets for continued business. The Contractor shall ensure that any portable electronic media used for backups is encrypted.</p>	<p>J. <u>Electronic Backups</u></p> <p>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.</p>	Consistency of terminology, clarification Electronic Backup requirements.	Ken Ketsdever
Exhibit D Article XVIII.K	<p>K. <u>Provisions of this Article</u></p> <p>The provisions contained in this Article shall be included in all contracts of both the Contractor and</p>	<p>K. <u>Provisions of this Article</u></p> <p>The provisions contained in this Article shall be included in all contracts of both the Contractor</p>	Consistency of terminology	Ken Ketsdever

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	its subcontractors.	and its Subcontractors/Vendors .		
Exhibit D ARTICLE XX A.1.	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.; 22 CCR 98000 to 98382.	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 CCR 98300 et seq.	Updating citation	Christian Margedant
Exhibit D ARTICLE XX B.1 & 3	<p>1. The Contractor shall take reasonable steps, based upon the group-needs assessment identified in Section A of this Article, to ensure that "alternative communication services" are available to non-English speaking or LEP beneficiaries of services under this Agreement. [22 CCR 98211]</p> <p>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. [22 CCR 98211]</p>	<p>1. The Contractor shall take reasonable steps, based upon the group-needs assessment identified in Section A of this Article, to ensure that "alternative communication services" are available to non-English speaking or LEP beneficiaries of services under this Agreement. [2 CCR 11162]</p> <p>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]</p>	Updating citations	Christian Margedant
Exhibit D ARTICLE XX D.3.	3. The Contractor shall notify CDA immediately of a complaint alleging discrimination based upon a violation of State or federal law. [22 CCR 98211,	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	Updating citation	Christian Margedant

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	98310, 98340]	CCR 98310, 98340]		
Exhibit E, Article I.A.	Insert 2. to Exhibit E, Article I.A. and shift following numbers down.	2. Promote 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.	2017 Federal SHIP Grant	Carol B.
Exhibit E, Article I.A.2.	2. Staffing shall be 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.	3. Staffing shall be 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.	Renumbering the subsection to Article I.A.3. because of the new 2 inserted above.	Andy S Carol B.
Exhibit E, Article I.A.3.	3. Assure that 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.	4. Assure that 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.	Renumbering the subsection to Article I.A.4. because of the new 2 inserted above.	Andy S Carol B
Exhibit E, Article I.A.4.	4. Provide that 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.	5. Provide that 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.	Renumbering the subsection to Article I.A.5. because of the new 2 inserted above.	Andy S Carol B

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Exhibit E, Article I.C.1	Use the SHIP logo and tagline on all publications.	1. Use the SHIP Logo and Tagline on all HICAP publications, including websites.	2017 Federal SHIP Grant	Carol B.
Exhibit E, Article I.C	No existing language. Add a 4.to the list in Article 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."	2017 Federal SHIP Grant Per discussion with Denise Crandall: There is no flexibility in shortening or referencing this information. All language must be present.	Carol B. Andy Sachs
Exhibit E, Article I.D	No existing language. Insert a new Section D to Exhibit E, Article I and renumber old section D to E. Note: Existing Exhibit E, Article I.D - becomes Exhibit E, Article I.E	D. The Contractor shall assure, either as a HICAP direct services or contracted services, progress toward compliance with the federal Volunteer Risk and Program Management (VRPM) project.	2017 Federal SHIP Grant	Carol B.
Exhibit E, Article I.D	D. 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	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	Renumbering the section to Article I.E. because of the new D inserted above.	Andy S Carol B.

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	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.	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.		
Exhibit E, Article II.A.2.a	The Contractor shall certify by email to the Contractor's assigned CDA HICAP Team Analyst that the Contractor has reviewed and approved the data by the 15 th day of each month following the reporting period for the length of this Agreement, as follows:	<p>a. The Contractor shall send an email to CDA HICAP (HICAPTeam2@aging.ca.gov) by the 15th day of each month, verifying the review and approval of data for the reporting periods as follows:</p>	Revised HICAP procedures	Pollyanna Barnich
Exhibit E, Article II.A.2.b	If the Contractor fails to send an email to the CDA HICAP Team verifying it has reviewed and approved program data by the due date, CDA will assume the Area Agency on Aging (AAA) has reviewed and approved the data and will use the AAA data for submission to the federal National Performance Report system.	<p>b. If the Contractor fails to send a verification email to CDA HICAP by the stated due date, CDA HICAP assumes that data is approved for submission to the federal National Performance Reporting (NPR) system.</p>	Revised HICAP procedures	Pollyanna Barnich Chisorom