

**CONTRACT SUMMARY OF CHANGES FOR MIPPA CONTRACT MI-1819**

Section	Current Language in Existing Contract	New/Amended Language in New Contract	Reason for Change
Exhibit A, Article II.C.	CDA has established aggregate measures to be achieved by each Contractor for each Planning and Service Area it serves. The Contractor shall attain the established measures through collaboration with its respective HICAP, ADRC (where applicable), and other appropriate subcontractor(s).	<p>CDA has established aggregate measures to be achieved by each Contractor for each Planning and Service Area it serves. The Contractor shall attain the established measures through collaboration with its respective HICAP, ADRC (where applicable), and other appropriate subcontractor(s).</p> <p><b>MIPPA related activities that will determine whether Contractor met the established measures include:</b></p> <ol style="list-style-type: none"> <li><b>1. The number of one-on-one beneficiary contacts that involve discussion or assistance with:</b> <ol style="list-style-type: none"> <li><b>a. Low-Income Subsidy benefits and applications,</b></li> <li><b>b. Medicare Savings Program benefits and applications, and</b></li> <li><b>c. Medicaid benefits for dual eligibles.</b></li> </ol> </li> <li><b>2. The number of events conducted that involve:</b> <ol style="list-style-type: none"> <li><b>a. Target outreach to beneficiaries</b></li> </ol> </li> </ol>	Additions from the MIPPA Program Instructions 2018

**CONTRACT SUMMARY OF CHANGES FOR MIPPA CONTRACT MI-1819**

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		in rural areas, b. Target outreach to low-income beneficiaries, c. Education/Information on the Low-Income Subsidy, Medicare Savings Programs, and/or Medicaid benefits for dual eligibles, and/or d. Education/information on Medicare Preventive benefits.	
Exhibit B Article II.D.	D. Unless otherwise specified by CDA, the final budget revision must be submitted at least ninety (90) days prior to the ending date of the Contract.	D. Unless otherwise specified by CDA, the final budget revision must be submitted at least <b>sixty (60)</b> days prior to the ending date of the Contract.	Consistent with all other CDA contract requirements
Exhibit B Article III.A.	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.  The table is a standard RFF and expenditure reporting schedule. If the effective date of this Contract is not July 1, 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 preceding the	A. The Contractor shall prepare and submit a monthly expenditure report in an electronic format as instructed by CDA <b>no later than the last business day</b> of each month, <b>reporting costs and funding for the month prior.</b>	Clarification

**CONTRACT SUMMARY OF CHANGES FOR MIPPA CONTRACT MI-1819**

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	last full month of the contract.		
Exhibit B Article III.B.	C. 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.	<p>C. Payments will be made to reimburse expenditures reported unless payment method was established as <b>an Advance Funds</b> basis for the contract term at the time of contract execution.</p> <ol style="list-style-type: none"> <li>1. <b>Reimbursement Request For Funds (CDA 245M) are due to CDA by the last business day of each month, requesting reimbursement for funds reported as expended in the month prior.</b></li> <li>2. <b>Advance Request For Funds (CDA 245M) are due to CDA no earlier than two months prior to the advance month and no later than the last business day of the advance month.</b></li> </ol>	CDA Policy clarification
Exhibit B Article III.C.	D. During the Contract period, requests to expedite payments shall be reviewed and based on an analysis of the Contractor's need to provide services.	D. <b>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</b>	State Administrative Manual sections 8752 & 8755.1

**CONTRACT SUMMARY OF CHANGES FOR MIPPA CONTRACT MI-1819**

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		<p>the fees on a case-by-case basis as appropriate.</p> <ol style="list-style-type: none"> <li>1. Expedite Fees                             <ol style="list-style-type: none"> <li>a. If the contract is executed late to no fault of CDA then the contractor may be liable for the incurred processing fees.</li> <li>b. If the contract is executed late due to CDA's handling then CDA shall cover the incurred processing fees.</li> <li>c. Fees may be waived on a case by case basis.</li> </ol> </li> </ol>	
Exhibit B Article IV.A.	A. All contractors must submit Closeout Reports to CDA, as instructed by CDA.	A. The MIPPA Financial Closeout Report (CDA 230M) and the Program Property Inventory Certification (CDA 9024) shall be submitted annually to the CDA Fiscal Team. All contractors must submit to CDA, Closeout Reports as instructed by CDA.	State Administrative Manual sections 8650, 8652 & 8660
Exhibit B Article IV.B.	All contractors must submit the Report of Property Purchased with Agreement Funds (CDA 32) with the Closeout Report.	Removed	Addressed in Article IV.A. Lettering reordered
Exhibit B Article IV.C.	Closeout reporting documents must be addressed to the CDA Fiscal Team.	Removed	Addressed in Article IV.A.

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Exhibit D Article VII.B.	<p>B. Property meeting all of the following criteria is subject to the reporting requirements:</p> <ol style="list-style-type: none"> <li>1. Has a normal useful life of at least one (1) year.</li> <li>2. Has a unit acquisition cost of at least \$500 (a desktop or laptop setup, including all peripherals is considered a unit, if purchased as a unit).</li> <li>3 Is used to conduct business under this Agreement.</li> </ol>	<p>B. Property <b>acquired under this agreement</b> meeting <b>any</b> of the following criteria is subject to the reporting requirements:</p> <ol style="list-style-type: none"> <li>1. Has a normal useful life of at least one (1) year <b>and has a unit acquisition cost of at least \$500 (a desktop or laptop setup, is considered a unit, if purchased as a unit).</b></li> <li>2. <b>All computing devices, regardless of cost (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers, tablets, smartphones and cellphones).</b></li> <li>3. <b>All Portable electronic storage media, regardless of cost (including but not limited to, thumb/flash drives and portable hard drives).</b></li> </ol>	State Administrative Manual section 5001 and the State Information Management Manual
Exhibit D Article VII.E.	<p>E. The Contractor shall keep track of property purchased with funds from this Agreement, and submit to CDA annually with the Closeout, in electronic form, a cumulative inventory</p>	<p>E. The Contractor shall keep track of property purchased with funds from this Agreement, and submit to CDA a <b>Property Acquisition Form (CDA 9023)</b> for all property furnished or</p>	State Administrative Manual section 8651

**CONTRACT SUMMARY OF CHANGES FOR MIPPA CONTRACT MI-1819**

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	<p>of all property furnished or purchased by either the Contractor or the Subcontractor with funds awarded under the terms of this Agreement or any predecessor Agreement for the same purpose. The Contractor shall use the electronic version of the <u>Report of Property Furnished/Purchased with Agreement Funds</u> (CDA 32) to report property to CDA, unless otherwise directed by CDA.</p> <p>The Contractor shall record the following information when property is acquired:</p> <ol style="list-style-type: none"> <li>1. Date acquired.</li> <li>2. Item description (include model number).</li> <li>3. CDA tag number or other tag identifying it as State of California property.</li> <li>4. Serial number (if</li> </ol>	<p>purchased by either the Contractor or the Subcontractor with funds awarded under the terms of this Agreement, <b>as instructed by CDA.</b> The Contractor shall <b>certify their reported property inventory annually with the Closeout by completing the Program Property Inventory Certification (CDA 9024).</b></p> <p>The Contractor shall record, <b>at minimum</b>, the following information when property is acquired:</p> <ol style="list-style-type: none"> <li>1. Date acquired.</li> <li>2. Item description (include model number).</li> <li>3. CDA tag number.</li> <li>4. Serial number (if applicable).</li> <li>5. Purchase cost or other basis of valuation.</li> <li>6. Fund source.</li> </ol>	

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	<p>applicable).</p> <p>5. Purchase cost or other basis of valuation.</p> <p>6. Fund source.</p>		
<p>Exhibit D                      Article VII.F.                      1.</p>	<p>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 items with a unit cost of \$500 or more. Disposition, which includes sale, trade-in, discarding, or transfer to another agency <u>may not occur until approval is received from CDA</u>. The Contractor shall email to CDA the electronic version of the Request to Dispose of Property (CDA 248). CDA will then instruct the AAA on disposition of the property. Once approval for disposal has been received from CDA, the item(s) shall be removed from the Contractor's inventory report.</p>	<p>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 <b>reportable property as defined in Section B of this Article</b>. Disposition, which includes sale, trade-in, discarding, or transfer to another agency <u>may not occur until approval is received from CDA</u>. The Contractor shall submit to CDA a Request to Dispose of Property (CDA 248). CDA will then instruct the AAA on disposition of the property. Once approval for disposal has been received from CDA <b>and the AAA has reported to CDA the Property Survey Report's (STD 152) Certification of Disposition</b>, the item(s) shall be removed from the Contractor's</p>	<p>Consistency with State Administrative Manual 8640</p>

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		inventory report.	
Exhibit D Article XVIII. B.	<p><u>B. Encryption of Computing Devices</u></p> <p>The Contractor, and its 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 portable electronic storage media (including but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).</p>	<p><u>B. Encryption of Computing Devices</u></p> <p>The Contractor, and its Subcontractors/Vendors, are required to use <b>128 Bit encryption for</b> 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 portable electronic storage media (including but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).</p>	State Information Management Manual



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Exhibit D Article XVIII. F.	<p><u>F. Contractor Confidentiality Statement</u></p> <p>The Contractor shall sign and return a Contractor/Vendor Confidentiality Statement (CDA 1024) form with this Agreement. This is to ensure that the Contractor is aware of, and agrees to comply with, their obligations to protect CDA information assets from unauthorized access and disclosure.</p>	<p><u>F. <b>Information Integrity and Security Statement</b></u></p> <p>The Contractor shall sign and return an <b>Information Integrity and Security Statement</b> (CDA 1024) form with this Agreement. This is to ensure that the Contractor is aware of, and agrees to comply with, their obligations to protect CDA information assets from unauthorized access and disclosure.</p>	Document name change per meeting with Legal.
Exhibit E Article I.A.	This Agreement is subject, in descending order, to the requirements applicable under (1) the Medicare Improvements for Patients and Providers Act of 2008 - Section 119, Public Law (PL) 110-275, as amended by Section 3306 of the Patient Protection and Affordable Care Act of 2010 (Affordable Care Act), reauthorized by Section 610 of the American Taxpayer Relief Act of 2012	This Agreement is subject, in descending order, to the requirements applicable under (1) the Medicare Improvements for Patients and Providers Act of 2008 - Section 119, Public Law (PL) 110-275, as amended by Section 3306 of the Patient Protection and Affordable Care Act of 2010 (Affordable Care Act), reauthorized by Section 610 of the American Taxpayer Relief Act of	More closely models definitions in MIPPA Program Instructions

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	(ATRA), reauthorized by Section 110 of the Protecting Access to Medicare Act of 2014, and reauthorized by the Medicare Access and CHIP Reauthorization Act of 2015; (2) other applicable federal statutes and their implementing regulations; (3) program regulations; and (4) terms of conditions of the award.	2012 (ATRA), reauthorized by Section 110 of the Protecting Access to Medicare Act of 2014, reauthorized by the Medicare Access and CHIP Reauthorization Act of 2015, <b>and reauthorized for two years under the Bipartisan Budget Act of 2018 (P.L. 115-123, BBA of 2018)</b> ; (2) other applicable federal statutes and their implementing regulations; (3) program regulations; and (4) terms of conditions of the award.	
Exhibit E Article I.D.	This project was supported, in whole or in part, by grant number(s) 1701CAMISH-01, 1701CAMIAA-01, 1701CAMIDR-01, from the U.S. Administration for Community Living, Department of Health and Human Services, Washington, D.C. 20201. Grantees undertaking projects with government sponsorship are encouraged to express freely their findings and conclusions. Points of view or opinions do not, therefore, necessarily represent official ACL policy.	This project was supported, in whole or in part, by grant number(s) <b>1801CAMISH, 1801CAMIAA, 1801CAMIDR</b> , from the U.S. Administration for Community Living, Department of Health and Human Services, Washington, D.C. 20201. Grantees undertaking projects with government sponsorship are encouraged to express freely their findings and conclusions. Points of view or opinions do not, therefore, necessarily represent official ACL policy.	Projected contract numbers received from ACL – 6/28/2018