

CONTRACT SUMMARY OF CHANGES FOR SNAP-ED CONTRACT SP-1718

Section	Current Language in Existing Contract	New/Amended Language in New Contract	Reason for Change
Exhibit A, Article 1.I.	(I) Evaluation Process means the method to collect, analyze, and use program information to identify program effectiveness. There are four key evaluation types:	(I) Emerging Strategies or Interventions means community-or practitioner-driven activities that have not yet been formally evaluated for obesity prevention outcomes.	New definition in 2018 SNAP-Ed Guidance.
Exhibit A, Article 1.I.	(I) Evaluation Process means the method to collect, analyze, and use program information to identify program effectiveness. There are four key evaluation types:	(J) Evaluation Process means the method to collect, analyze, and use program information to identify program effectiveness. There are four key evaluation types:	Renumbering the section to Exhibit A, Article 1.J.
Exhibit A, Article 1.J.	(J) Evidence-Based Approach means a nutrition education and obesity prevention approach that integrates the best research evidence with the best available practice-based evidence	(K) Evidence-Based Approach means a nutrition education and obesity prevention approach that integrates the best research evidence with the best available practice-based evidence.	Renumbering the section to Exhibit A, Article 1.K.
Exhibit A, Article 1.K.	(K) Federal Fiscal Year (FFY) means the period of time that begins October 1 of one year through September 30 of the following year.	(L) Federal Fiscal Year (FFY) means the period of time that begins October 1 of one year through September 30 of the following year.	Renumbering the section to Exhibit A, Article 1.L.
Exhibit A, Article 1.L.	(L) Integrated Work Plan (IWP) means the FFY SNAP-Ed three-year work plan developed with an integrated approach by all SNAP-Ed funded implementing agencies in their local jurisdiction. The IWP identifies goals, objectives, key messages, educational materials, description of target populations, intervention plans, community needs, target messaging, intervention strategies and evaluation plans to improve the health	(M) Integrated Work Plan (IWP) means the FFY SNAP-Ed three-year work plan developed with an integrated approach by all SNAP-Ed funded implementing agencies in their local jurisdiction. The IWP identifies goals , objectives, key messages, educational materials, description of target populations, intervention plans, community needs, target messaging, intervention strategies and evaluation plans to improve the	Renumbering the section to Exhibit A, Article 1.M.

CONTRACT SUMMARY OF CHANGES FOR SNAP-ED CONTRACT SP-1718

Section	Current Language in Existing Contract	New/Amended Language in New Contract	Reason for Change
	of the SNAP-Ed eligible population.	health of the SNAP-Ed eligible population.	
Exhibit A, Article 1.M.	(M) Low-Income Persons means older adults age 60 and older participating in or applying for SNAP, as well as people with low financial resources defined as gross household incomes at or below 185 percent (185%) of the Federal Poverty Level (FPL). Other data sources to identify low-income populations are:	(N) Interventions are a specific set of evidence-based, behaviorally focused activities and/or actions to promote healthy eating and active lifestyles.	New Definition in 2018 SNAP-Ed Guidance inserted as (N) to keep alphabetical order
Exhibit A, Article 1.N.	(N) Needs Assessment is the process of identifying and describing the extent and type of health and nutrition problems and needs of low-income older adults in the community.	(O) Needs Assessment is the process of identifying and describing the extent and type of health and nutrition problems and needs of low-income older adults in the community.	Renumbering the section to Exhibit A, Article 1.O.
Exhibit A, Article 1.O.	(O) Older Adult means a person age 60 or older	(P) Older Adult means a person age 60 or older	Renumbering the section to Exhibit A, Article 1.P.
Exhibit A, Article 1.P.	(P) Participant means an individual age 60 or older participating in a SNAP-Ed activity at an eligible SNAP-Ed site	(Q) Participant means an individual age 60 or older participating in a SNAP-Ed activity at an eligible SNAP-Ed site	Renumbering the section to Exhibit A, Article 1.Q.
Exhibit A, Article 1.Q.	(Q) Poverty Guidelines means the administrative version of the Federal Poverty Measure issued annually by the Department of Health and Human Services in the Federal Register. Also known as the FPL, these guidelines are often used to set eligibility for certain programs.	(R) Poverty Guidelines means the administrative version of the Federal Poverty Measure issued annually by the Department of Health and Human Services in the Federal Register. Also known as the FPL, these guidelines are often used to set eligibility for certain programs.	Renumbering the section to Exhibit A, Article 1.R.
Exhibit A, Article 1.R.	(R) Program Requirements means SNAP-Ed program requirements found in the	(S) Program Requirements means SNAP-Ed program requirements found in	Renumbering the section to Exhibit A,

CONTRACT SUMMARY OF CHANGES FOR SNAP-ED CONTRACT SP-1718

Section	Current Language in Existing Contract	New/Amended Language in New Contract	Reason for Change
	Nutrition and Food Act of 2008, Sec. 28 as amended through Pub. L. 113-128 (7USC 2036a); Healthy Hunger Free Kids Act of 2010, (Sec. 41 Pub. L. 111-26); SNAP: Nutrition Education and Obesity Prevention Grant Program, Interim Rule (7 CFR 272.2); Agricultural Act of 2014 (Sec/ 4028 Pub. L. 113-79); SNAP-Ed Guidance; and California Department of Aging (CDA) Program Memoranda	the Nutrition and Food Act of 2008, Sec. 28 as amended through Pub. L. 113-128 (7USC 2036a); Healthy Hunger Free Kids Act of 2010, (Sec. 41 Pub. L. 111-26); SNAP: Nutrition Education and Obesity Prevention Grant Program, Interim Rule (7 CFR 272.2); Agricultural Act of 2014 (Sec/ 4028 Pub. L. 113-79); SNAP-Ed Guidance; and California Department of Aging (CDA) Program Memoranda	Article 1.S.
Exhibit A, Article 1.S.	(S) Project means a discrete unit of nutrition education or obesity prevention intervention at the local level, which is distinguished by a specifically identified low-income target population	(T) Project means a discrete unit of nutrition education or obesity prevention intervention at the local level, which is distinguished by a specifically identified low-income target population.	Renumbering the section to Exhibit A, Article 1.T.
Exhibit A, Article 1.T.	(T) SNAP means the federal Supplemental Nutrition Assistance Program formerly known as the Food Stamp Program, which provides food purchasing assistance for low-and no-income people living in the U.S. It is a federal aid program, administered by the U.S. Department of Agriculture, under the Food and Nutrition Service (FNS).	(U) SNAP means the federal Supplemental Nutrition Assistance Program formerly known as the Food Stamp Program, which provides food purchasing assistance for low-and no-income people living in the U.S. It is a federal aid program, administered by the U.S. Department of Agriculture, under the Food and Nutrition Service (FNS).	Renumbering the section to Exhibit A, Article 1.U.
Exhibit A, Article 1.U.	(U) SNAP-Ed Services are any combination of educational strategies, accompanied by environmental supports, designed to facilitate voluntary adoption of food and physical activity choices and other nutrition-related behaviors conducive to the health and well-being of SNAP	(V) SNAP-Ed Services are any combination of educational strategies, accompanied by environmental supports, designed to facilitate voluntary adoption of food and physical activity choices and other nutrition-related behaviors conducive to the health and well-being of	Renumbering the section to Exhibit A, Article 1.V.

CONTRACT SUMMARY OF CHANGES FOR SNAP-ED CONTRACT SP-1718

Section	Current Language in Existing Contract	New/Amended Language in New Contract	Reason for Change
	participants and low-income individuals eligible to participate in SNAP and other means-tested federal assistance programs. For the purpose of this contract, nutrition education and obesity prevention services are delivered through Older American Act (OAA) nutrition sites or other approved SNAP-Ed sites.	SNAP participants and low-income individuals eligible to participate in SNAP and other means-tested federal assistance programs. For the purpose of this contract, nutrition education and obesity prevention services are delivered through Older American Act (OAA) nutrition sites or other approved SNAP-Ed sites.	
Exhibit A, Article 1.V.	(V) SNAP-Ed Eligible Population means CalFresh recipients age 60 and older (at or below 130 percent (130%) FPL) and SNAP-Ed eligible (at or below 185 percent (185%) FPL) age 60 or older.	(W) SNAP-Ed Eligible Population means CalFresh recipients age 60 and older (at or below 130 percent (130%) FPL) and SNAP-Ed eligible (at or below 185 percent (185%) FPL) age 60 or older.	Renumbering the section to Exhibit A, Article 1.W.
Exhibit A, Article 1.W.	(W) SNAP-Ed Site means any site that meets the USDA, FNS approved site eligibility standards in Article II, 5 of this Exhibit.	(X) SNAP-Ed Site means any site that meets the USDA, FNS approved site eligibility standards in Article II, 5 of this Exhibit.	Exhibit A, Article 1.X.
Exhibit A, Article 1.X.	(X) Unduplicated Count means the number of individual participants who receive any SNAP-Ed direct education. Each individual counts as one participant, regardless of the number of times he or she has participated in direct education activities.	(Y) Unduplicated Count means the number of individual participants who receive any SNAP-Ed direct education. Each individual counts as one participant, regardless of the number of times he or she has participated in direct education activities.	Exhibit A, Article 1.Y.
Exhibit A, Article 1.Y.	(Y) United State Department of Agriculture, Food and Nutrition Service (USDA, FNS) is an agency that works to end hunger and obesity through the administration of fifteen (15) federal nutrition assistance programs including SNAP.	(Z) United State Department of Agriculture, Food and Nutrition Service (USDA, FNS) is an agency that works to end hunger and obesity through the administration of fifteen (15) federal nutrition assistance programs including SNAP.	Exhibit A, Article 1.Z.

CONTRACT SUMMARY OF CHANGES FOR SNAP-ED CONTRACT SP-1718

Section	Current Language in Existing Contract	New/Amended Language in New Contract	Reason for Change
Exhibit B, Article I. A 1	[2 CFR 200.305] [45 CFR 75.305]]	[2 CFR 200.305]	Correct the citation. Remove [45 CFR 75.305]] 45 CFR not relevant to USDA program.
Exhibit B, Article I. E 1	[2 CFR 200.305 (b)(9)] [45 CFR 75.305 (8)(ii)]	[2 CFR 200.305(b)(9)]	Correct the citation. Remove [45 CFR 75.305]] 45 CFR not relevant to USDA program.
Exhibit B, Article I. E. 2	2. Interest earned on advances of federal and non-federal funds shall be identified as non-match cash.	Interest earned on advances of federal funds shall be identified as non-match cash. [2 CFR 200.305(b)(8)]	Only Federal Funds incur interest or are allowed to be advanced Add citation
Exhibit B, Article I. E. 3	[2 CFR 200.305 (b)(8)] [45 CFR 75.305(8)(i)(ii)(iii)(iv)]	[2 CFR 200.305(b)(8)]	Correct the citation. Remove [45 CFR 75.305]] 45 CFR not relevant to USDA program.
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 a federally approved negotiated rate. [2 CFR 200.414(c)(1),(f)]	Federal awarding agencies is specified in the regulations and update the citation
Exhibit B,	[2 CFR 200.414]	[2 CFR 200.414(a)]	Correct the citation

CONTRACT SUMMARY OF CHANGES FOR SNAP-ED CONTRACT SP-1718

Article II. E. 4	[45 CFR 75.414]																																																																												
Exhibit B, Article IV. F.	F. The original Budget form is due to the SNAP-Ed Fiscal email box at SNAP-Ed.Fiscal@aging.ca.gov , as instructed by CDA.	F. The original Budget form must be filled out in the California Department of Social Services SNAP-Ed SharePoint at https://snaped.dss.ca.gov , as instructed by CDA.	Correction where budget is filled out and submitted																																																																										
Exhibit B, Article V.	<p>The Contractor shall prepare and submit a monthly expenditure report and a request for funds by the 30th of each month as follows, or unless otherwise specified by CDA.</p> <p>Monthly Fiscal Reporting Due Dates</p> <p>RFF</p> <table border="0"> <tr> <td>Month</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></td> <td>May</td> <td>June</td> <td></td> <td></td> <td></td> </tr> </table> <p>RFF</p> <table border="0"> <tr> <td></td> <td>Due Date</td> <td>6/15</td> <td>7/15</td> <td>8/15</td> </tr> <tr> <td></td> <td></td> <td>9/15</td> <td>10/15</td> <td>11/15</td> </tr> <tr> <td></td> <td></td> <td>12/15</td> <td>1/15</td> <td>2/15</td> </tr> <tr> <td></td> <td></td> <td>3/15</td> <td>4/15</td> <td>5/15</td> </tr> </table> <p>Expenditure Report</p> <table border="0"> <tr> <td>Month</td> <td>May</td> <td>June</td> </tr> <tr> <td>July</td> <td>Aug</td> <td>Sept</td> </tr> <tr> <td>Oct</td> <td>Nov</td> <td>Dec</td> </tr> <tr> <td>Jan</td> <td>Feb</td> <td>Mar</td> </tr> <tr> <td>Apr</td> <td></td> <td></td> </tr> </table> <p>Expenditure Report</p> <table border="0"> <tr> <td></td> <td>Due Date</td> <td>6/15</td> <td>7/15</td> <td>8/15</td> <td>9/15</td> <td>10/15</td> </tr> <tr> <td></td> <td></td> <td>11/15</td> <td>12/15</td> <td>1/15</td> <td>2/15</td> <td>3/15</td> </tr> <tr> <td></td> <td></td> <td>4/15</td> <td>5/15</td> <td></td> <td></td> <td></td> </tr> </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</p>	Month	July	Aug	Sept	Oct	Nov		Dec	Jan	Feb	Mar	Apr		May	June					Due Date	6/15	7/15	8/15			9/15	10/15	11/15			12/15	1/15	2/15			3/15	4/15	5/15	Month	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr				Due Date	6/15	7/15	8/15	9/15	10/15			11/15	12/15	1/15	2/15	3/15			4/15	5/15				<p>The Contractor shall prepare and submit a monthly expenditure report and a request for reimbursement in an electronic format as instructed by CDA 30 days after the final day of the month.</p>	<p>CDA is removing to calendar on the next page and providing narrative explanation of payments and expenditure reporting.</p>
Month	July	Aug	Sept	Oct	Nov																																																																								
	Dec	Jan	Feb	Mar	Apr																																																																								
	May	June																																																																											
	Due Date	6/15	7/15	8/15																																																																									
		9/15	10/15	11/15																																																																									
		12/15	1/15	2/15																																																																									
		3/15	4/15	5/15																																																																									
Month	May	June																																																																											
July	Aug	Sept																																																																											
Oct	Nov	Dec																																																																											
Jan	Feb	Mar																																																																											
Apr																																																																													
	Due Date	6/15	7/15	8/15	9/15	10/15																																																																							
		11/15	12/15	1/15	2/15	3/15																																																																							
		4/15	5/15																																																																										

CONTRACT SUMMARY OF CHANGES FOR SNAP-ED CONTRACT SP-1718

	month of the term of this Contract period and end with the month proceeding the last full month of the contract.		
Exhibit B, Article V. C	C. Expenditure Reports and Requests for Funds will be processed based on approval of actual expenditures. CDA will notify the Contractor of a disputed expenditure.	C. Expenditure Reports and Requests for Reimbursement will be processed based on approval of actual expenditures. CDA will notify the Contractor of a disputed expenditure.	SNAP-Ed is reimbursement only. There are no Requests for Funds.
Exhibit D, ARTICLE I A.1, 2, 5, 8, 9,14 16 & 17	<p>1. "Agreement" or "Contract" means the Standard Agreement (Std. 213), Exhibits 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>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.</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>	Adding/deleted/modifying for citation use, consistency, new reg. citation and clearer definitions.

CONTRACT SUMMARY OF CHANGES FOR SNAP-ED CONTRACT SP-1718

	<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>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 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>	
<p>Exhibit D, ARTICLE I B. 2 & 5</p>	<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>	<p>Updating URL and added language to help AAAs find the doc.</p>
<p>Exhibit D ARTICLE II.</p>	<p>The Contractor shall, unless exempted, ensure compliance with the requirements</p>	<p>The Contractor shall, unless exempted, ensure compliance with the requirements</p>	<p>Updating citations</p>

CONTRACT SUMMARY OF CHANGES FOR SNAP-ED CONTRACT SP-1718

C.2.	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]	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]	
Exhibit D ARTICLE II C.	No existing language Add to Exhibit D ARTICLE II. C:	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 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.	Adding language to ensure Contractor complies with new regulation requiring DGS form.
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]	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	Updating citations

CONTRACT SUMMARY OF CHANGES FOR SNAP-ED CONTRACT SP-1718

	[29 CFR 5, 6, 7, 8]	Standards Act. [40 USC 3701 et seq.] [29 CFR 5, 6, 7, 8]	
Exhibit D ARTICLE II. I 2, 4 & 5	2. Clean Water Act, as amended. [33 USC 1251] 4. Public Contract Code Section 10295.3 5. n/a – did not exist	2. DELETED 4. State Contract Act [Cal. Pub. Con. Code §10295 et seq.] 5. Unruh Civil Rights Act [Cal. Pub. Con. Code § 2010]	Deleting redundant citation, adding language to ensure Contractor complies with a new statute. Citation format change for consistency.
Exhibit D ARTICLE II. M 1-4	1. The DUNS number must be provided to CDA prior to the execution of this Agreement. 2. The Contractor must keep the DUNS number and related updates on the website available online at http://fedgov.dnb.com/webform . 3. The Contractor shall review all DUNS information to ensure it is up-to-date and the DUNS number status is “active.” 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.	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 . 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 . 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.	Updating language for brevity, clarity and accuracy. Updated URLs.
Exhibit D, Article II. P	No current language	The Contractor, and its Subcontractor/Vendors, shall comply	Executive order regarding use of funds

CONTRACT SUMMARY OF CHANGES FOR SNAP-ED CONTRACT SP-1718

		with Governor’s Executive Order 2-18-2011, which bans expenditures on promotional and marketing items colloquially known as “S.W.A.G.” or “Stuff We All Get.”	and S.W.A.G.
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.	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.
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
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	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	Adding for accuracy

CONTRACT SUMMARY OF CHANGES FOR SNAP-ED CONTRACT SP-1718

	during the audit resolution process.	be disallowed by CDA during the audit resolution process.	
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
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
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.
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
Exhibit D, Article X.	Audits	Audit Requirements	Clarification of section
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 Memo 06 12; DOF Budget Letter 06-	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 Health Insurance Portability and	Clarification of Information Assets for clearer definition

CONTRACT SUMMARY OF CHANGES FOR SNAP-ED CONTRACT SP-1718

	<p>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>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 	
<p>Exhibit D Article XVIII.B</p>	<p>A. <u>Encryption on Portable Computing Devices</u></p> <p>The Contractor is required to encrypt data collected under this Agreement that is confidential, sensitive, and/or</p>	<p>B. <u>Encryption of Computing Devices</u></p> <p>The Contractor, and its Subcontractors/Vendors, are required to encrypt data collected under this Agreement that is</p>	<p>Consistency of terminology, clarification of computing devices and electronic storage media</p>

CONTRACT SUMMARY OF CHANGES FOR SNAP-ED CONTRACT SP-1718

	<p>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>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>Exhibit D Article XVIII.C</p>	<p>C. <u>Disclosure</u></p> <ol style="list-style-type: none"> 1. 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. 2. The Contractor shall protect from unauthorized disclosure, names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any 	<p>C. <u>Disclosure</u></p> <ol style="list-style-type: none"> 1. 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. 2. The Contractor, and its Subcontractors/Vendors, shall protect from unauthorized disclosure, confidential, sensitive and/or personal identifying information such as names and other identifying information concerning persons receiving services pursuant to this 	<p>Consistency of terminology, clarification of disclosure requirements</p>

CONTRACT SUMMARY OF CHANGES FOR SNAP-ED CONTRACT SP-1718

	<p>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 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</p>	<p>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 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,</p>	
--	--	---	--

CONTRACT SUMMARY OF CHANGES FOR SNAP-ED CONTRACT SP-1718

	<p>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>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>	
<p>Exhibit D Article XVIII.D</p>	<p>D. <u>Training/Education</u></p> <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</p>	<p>D. <u>Security Awareness Training</u></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/Program</p>	<p>Consistency of terminology, clarification of training requirements, provide location of training presentation</p>

CONTRACT SUMMARY OF CHANGES FOR SNAP-ED CONTRACT SP-1718

	<p>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 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>sProviders/#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>	
--	---	--	--

CONTRACT SUMMARY OF CHANGES FOR SNAP-ED CONTRACT SP-1718

<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>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 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>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 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>Consistency of terminology, clarification of reporting requirements and location of reporting process.</p>
<p>Exhibit D</p>	<p>H. <u>Notification of Security Breach to Data Subjects</u></p>	<p>H. <u>Security Breach Notifications</u></p>	<p>Consistency of terminology,</p>

CONTRACT SUMMARY OF CHANGES FOR SNAP-ED CONTRACT SP-1718

<p>Article XVIII.H</p>	<ol style="list-style-type: none"> 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>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>clarification of Breach notification requirements and location of reporting and breach notification process.</p>
<p>Exhibit D Article XVIII.I</p>	<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>	<p>Consistency of terminology, clarification software maintenance requirements.</p>
<p>Exhibit D Article XVIII.J</p>	<p>J. <u>Electronic Backups</u></p> <p>The Contractor shall ensure that all electronic information is protected by performing regular backup of</p>	<p>J. <u>Electronic Backups</u></p> <p>The Contractor and its Subcontractors/Vendors, shall ensure that all electronic</p>	<p>Consistency of terminology, clarification Electronic Backup</p>

CONTRACT SUMMARY OF CHANGES FOR SNAP-ED CONTRACT SP-1718

	<p>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>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>	<p>requirements.</p>
<p>Exhibit D Article XVIII.K</p>	<p>K. <u>Provisions of this Article</u> The provisions contained in this Article shall be included in all contracts of both the Contractor and its subcontractors.</p>	<p>K. <u>Provisions of this Article</u> The provisions contained in this Article shall be included in all contracts of both the Contractor and its Subcontractors/Vendors.</p>	<p>Consistency of terminology</p>
<p>Exhibit D ARTICLE XX A.1.</p>	<p>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.</p>	<p>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.</p>	<p>Updating citation</p>
<p>Exhibit D ARTICLE XX B.1 & 3</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. [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>Updating citations</p>

CONTRACT SUMMARY OF CHANGES FOR SNAP-ED CONTRACT SP-1718

	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]	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]	
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, 98310, 98340]	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]	Updating citation
Exhibit E, Article I. C. 4.	No previous contract language	4. The SNAP-Ed nondiscrimination statement must be made available in English or other languages appropriate for the local population served or directly affected by any USDA program or activity.	New FNS nondiscrimination statement requirement
Exhibit E, Article II. 1.	The federal terms and conditions of this award and other requirements have the following order of precedence if there is any conflict in what they require: 1. Nutrition Act of 2008	The federal terms and conditions of this award and other requirements have the following order of precedence if there is any conflict in what they require: 1. The Food and Nutrition Act of 2008 and implementing regulations	Food & Nutrition Act Amended