

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF AGING
CONTRACT SUMMARY OF CHANGES FOR FINANCIAL ALIGNMENT CONTRACT FA-1718

| Section | Current Language in Existing Contract | New/Amended Language in New Contract | Reason for Change |
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| Exhibit A, Article I. B | (New Language) | B. Agreement or Contract is a subaward as described in 45 CFR 75.351 and 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. | Added language causes renumbering of Exhibit A, Article 1 items |
| Exhibit A, Article I. C | B. Cal MediConnect (formerly the Dual Eligible Demonstration Project) means a demonstration program that coordinates health care services for people with Medicare and Medi-Cal through an integrated system of health care delivery, including medical, behavioral, and long-term support. Cal MediConnect is authorized by Section 1115A of the Social Security Act (added by Section 3021 of the Patient Protection and Affordable Care Act, PL 111-148), and it is a key element of California’s Coordinated Care Initiative (CCI). The CCI was authorized pursuant to SB 1008 (Chapter 33, Statutes of 2012) and SB 1036 | C. Cal MediConnect (formerly the Dual Eligible Demonstration Project) means a demonstration program that coordinates health care services for people with Medicare and Medi-Cal through an integrated system of health care delivery, including medical, behavioral, and long-term support. Cal MediConnect is authorized by Section 1115A of the Social Security Act (added by Section 3021 of the Patient Protection and Affordable Care Act, PL 111-148), and it is a key element of California’s Coordinated Care Initiative (CCI). The CCI was authorized pursuant to SB 1008 (Chapter 33, Statutes of | Renumbered. Formerly Exhibit A, Article I.B |

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| | (Chapter 45, Statutes of 2012), and reauthorized in the 2017-18 California Budget. | 2012) and SB 1036 (Chapter 45, Statutes of 2012), and reauthorized in the 2017-18 California Budget. | |
| Exhibit A, Article I. D | G. Centers for Medicare & Medicaid Services (CMS) mean the federal Medicare/Medicaid Agency. | D. Centers for Medicare & Medicaid Services (CMS) mean the federal Medicare/Medicaid Agency. | Renumbered. Formerly Exhibit A, Article I.C |
| Exhibit A, Article I. E | (New Language) | E. Contractor is a sub-recipient as described in 45 CFR 75.351 and 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. | Language included from Notice of Award |
| Exhibit A, Article I. F | D. Dual Eligible Beneficiaries mean individuals 21 years of age or older who are enrolled for benefits under Medicare Part A (42 U.S.C. Sec. 1395c et seq.) or Medicare Part B (42 U.S.C. Sec. 1395j et seq.), or both, and is eligible for medical assistance under the Medi-Cal State Plan. | F. Dual Eligible Beneficiaries mean individuals 21 years of age or older who are enrolled for benefits under Medicare Part A (42 U.S.C. Sec. 1395c et seq.) or Medicare Part B (42 U.S.C. Sec. 1395j et seq.), or both, and is eligible for medical assistance under the Medi-Cal State Plan. | Renumbered. Formerly Exhibit A, Article I.D |
| Exhibit A, Article I. G | E. Eligible Service Population means dual eligible beneficiaries eligible for, enrolled in, or targeted for enrollment into a Cal MediConnect Health Plan, or beneficiaries' designated representative. | G. Eligible Service Population means dual eligible beneficiaries eligible for, enrolled in, or targeted for enrollment into a Cal MediConnect Health Plan, or beneficiaries' designated representative. | Renumbered. Formerly Exhibit A, Article I.E |

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| Exhibit A, Article I.H | <p>F. Enhanced Outreach means outreach activities above and beyond routine activities planned in response to other funding (e.g., FA-1718, State Health Insurance Assistance Program (SHIP) Funds, and Medicare Improvements for Patients and Providers Act (MIPPA) Funds), tailored to the specific needs of dual eligible beneficiaries eligible for, enrolled in, or targeted for enrollment into a Cal MediConnect Health Plan.</p> | <p>H. Enhanced Outreach means outreach activities above and beyond routine activities planned in response to other funding (e.g., F2-1718, State Health Insurance Assistance Program (SHIP) Funds, and Medicare Improvements for Patients and Providers Act (MIPPA) Funds), tailored to the specific needs of dual eligible beneficiaries eligible for, enrolled in, or targeted for enrollment into a Cal MediConnect Health Plan.</p> | <p>Added language to reference FA-2 1718 contract</p> <p>Renumbered. Formerly Exhibit A, Article I.F</p> |
| Exhibit A, Article I.I | <p>G. Enrollment Brokers mean third-party entities that enroll beneficiaries into Cal MediConnect plans chosen by the beneficiary.</p> | <p>I. Enrollment Brokers mean third-party entities that enroll beneficiaries into Cal MediConnect plans chosen by the beneficiary.</p> | <p>Renumbered. Formerly Exhibit A, Article I.G</p> |
| Exhibit A, Article I.J | <p>H. Financial Alignment (FA) Model means the model the State is using to enroll dual eligible beneficiaries in managed care plans that integrate benefits and align financial incentives between Medicare and Medi-Cal.</p> | <p>J. Financial Alignment (FA) Model means the model the State is using to enroll dual eligible beneficiaries in managed care plans that integrate benefits and align financial incentives between Medicare and Medi-Cal.</p> | <p>Renumbered. Formerly Exhibit A, Article I.H</p> |
| Exhibit A, Article I.K | <p>I. Health Insurance Counseling and Advocacy Program (HICAP) means a program designed to provide Medicare beneficiaries and those imminent of becoming eligible for Medicare with counseling and advocacy about</p> | <p>K. Health Insurance Counseling and Advocacy Program (HICAP) means a program designed to provide Medicare beneficiaries and those imminent of becoming eligible for Medicare with counseling and</p> | <p>Renumbered. Formerly Exhibit A, Article I.I</p> |

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| | Medicare, private health insurance, and related health care coverage plans for the purpose of preserving service integrity on a Statewide basis. [Welf. & Inst. Code § 9541] | advocacy about Medicare, private health insurance, and related health care coverage plans for the purpose of preserving service integrity on a Statewide basis. [Welf. & Inst. Code § 9541] | |
| Exhibit A, Article I.L | J. Indirect Costs mean costs incurred for a common or joint purpose benefitting more than one cost objective and not readily assignable to the cost objective specifically benefitted without effort disproportionate to the results achieved. | L. Indirect Costs mean costs incurred for a common or joint purpose benefitting more than one cost objective and not readily assignable to the cost objective specifically benefitted without effort disproportionate to the results achieved. | Renumbered. Formerly Exhibit A, Article I.J |
| Exhibit A, Article I.M | K. Long Term Services and Supports (LTSS) are Medi-Cal programs that provide assistance with Activities of Daily Living, and include a range of home and community based services, such as: In-Home Supportive Services; Community- Based Adult Services; and Multipurpose Senior Services Program, in addition to care in nursing facility services when needed. | M. Long Term Services and Supports (LTSS) are Medi-Cal programs that provide assistance with Activities of Daily Living, and include a range of home and community based services, such as: In-Home Supportive Services; Community- Based Adult Services; and Multipurpose Senior Services Program, in addition to care in nursing facility services when needed. | Renumbered. Formerly Exhibit A, Article I.K |

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| Exhibit A, Article I. N | L. Milestones mean high-level goals that define the phases of this Project. | N. Milestones mean high-level goals that define the phases of this Project. | Renumbered. Formerly Exhibit A, Article I.L |
| Exhibit A, Article I. O | M. Options Counseling means the provision of local counseling and informational resources that enable dual eligible beneficiaries to make informed decisions about options they have for receiving Medicare and Medi-Cal benefits. | O. One-on-one Counseling means the provision of local counseling and informational resources that enable dual eligible beneficiaries to make informed decisions about options they have for receiving Medicare and Medi-Cal benefits that best meet their health and Long Term Services and Supports needs. | Updated language from Funding Opportunity Announcement Renumbered. Formerly Exhibit A, Article I.M |
| Exhibit A, Article I. P | N. Program Income means revenue generated by the Contractor or Subcontractor from contract-supported activities. Program income includes: 1. Voluntary contributions received from a participant or responsible party as a result of the service(s) 2. Income from usage or rental fees of real or personal property acquired with funds provided under this | P. Program Income means revenue generated by the Contractor or Subcontractor from contract-supported activities. Program income includes: 1. Voluntary contributions received from a participant or responsible party as a result of the service(s) 2. Income from usage or rental fees | Renumbered. Formerly Exhibit A, Article I.N |

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| | <p>Agreement</p> <p>3. Royalties received on patents and copyrights from contract-supported activities</p> <p>4. Proceeds from the sale of items fabricated under a contract agreement</p> | <p>of real or personal property acquired with funds provided under this Agreement</p> <p>3. Royalties received on patents and copyrights from contract-supported activities</p> <p>4. Proceeds from the sale of items fabricated under a contract agreement</p> | |
| <p>Exhibit A, Article I.Q</p> | <p>Q. State Health Insurance Assistance Program (SHIP) is a program designed to provide Medicare beneficiaries and those imminent of becoming eligible for Medicare with counseling and advocacy as to Medicare, private health insurance, and related health care coverage plans, on a Statewide basis. [Welf. & Inst. Code §9541]. In California, SHIP is the same program as the Health Insurance Counseling and Advocacy Program (HICAP). This term may be used interchangeably with HICAP.</p> | <p>Q. State Health Insurance Assistance Program (SHIP) is a program designed to provide Medicare beneficiaries and those imminent of becoming eligible for Medicare with counseling and advocacy as to Medicare, private health insurance, and related health care coverage plans, on a Statewide basis. [Welf. & Inst. Code §9541]. In California, SHIP is the same program as the Health Insurance Counseling and Advocacy Program (HICAP). This term may be used interchangeably with HICAP.</p> | <p>Renumbered. Formerly Exhibit A, Article I.O</p> |
| <p>Exhibit A, Article I.R</p> | <p>P. Statewide HICAP Automated Reporting Program (SHARP) means</p> | <p>R. Statewide HICAP Automated Reporting Program (SHARP)</p> | <p>Renumbered. Formerly Exhibit A,</p> |

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| | the State’s proprietary database for reporting HICAP data to the Centers for Medicare and Medicaid Services (CMS). | means the State’s proprietary database for reporting HICAP data to the Centers for Medicare and Medicaid Services (CMS). | Article I.P |
| Exhibit A, Article I. S | Q. Social Security Act Section 1115A means the section added by Section 3021 of the Patient Protection and Affordable Care Act (PPACA) (P.L. 111-148) that authorizes the CMS Innovation Center to test innovative payment and service delivery models to reduce program expenditures under Medicare, Medicaid, and the Children’s Health Insurance Program while preserving or enhancing quality of life. | S. Social Security Act Section 1115A means the section added by Section 3021 of the Patient Protection and Affordable Care Act (PPACA) (P.L. 111-148) that authorizes the CMS Innovation Center to test innovative payment and service delivery models to reduce program expenditures under Medicare, Medicaid, and the Children’s Health Insurance Program while preserving or enhancing quality of life. | Renumbered. Formerly Exhibit A, Article I.Q |
| Exhibit A, Article II.A.2 | All contract and subcontract activities must be separate, distinct, over and above those related activities provided through other funding sources (e.g., the FA-1718, State Health Insurance Assistance Program (SHIP), and Medicare Improvements for Patients and Providers Act (MIPPA) Funds) and must meet CDA and CMS performance requirements. | All contract and subcontract activities must be separate, distinct, over and above those related activities provided through other funding sources (e.g., the F2-1718 contract , State Health Insurance Assistance Program (SHIP), and Medicare Improvements for Patients and Providers Act (MIPPA) Funds) and must meet CDA and CMS performance requirements. | Updated language to include F2-1718 contract funds. |
| Exhibit A, Article II.A.3 | Contractor must expend all funds by April 30, 2018. | Contractor must expend first year funds by December 22, 2018. If available, second year funds must be | Updated contract expenditure date |

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| Exhibit A, Article II.B.2 | (New Language) | <p>expended by December 21, 2019.</p> <p>2. Ensure that the Eligible Service Population, as defined in Exhibit A, Article I, G, is provided with services in a manner that:</p> <ul style="list-style-type: none"> • Is fair, objective, timely, complete and impartial; • Empowers consumers to make informed decisions about selecting plans that best meet their health and LTSS needs, and continues to meet their needs; • Refers consumers and their families to other resources as needed; • Culturally and linguistically appropriate; and • Complies with accessibility and non-discrimination laws and regulations as they apply to Project activities (including the Americans with Disabilities Act, Sections 504 and 510 of the Rehabilitation Act of 1973, and Section 1557 of the Affordable Care Act). | <p>Includes language in the Funding Opportunity Announcement</p> <p>Item numbers altered from addition of language.</p> |
| Exhibit A, Article II.B.3 | 2. Ensure that the Eligible Service Population, as defined in Exhibit A, Article I, E, is provided with enhanced | 3. Ensure that the Eligible Service Population, as defined in Exhibit A, Article I, G, is provided with | Includes language in the Funding Opportunity |

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| | <p>outreach activities, materials, and options counseling regarding Cal MediConnect and alternatives. Outreach materials and counseling activities should be health literate, culturally/linguistically appropriate, and specific to the needs of the Eligible Service Population regarding Cal MediConnect benefits and options.</p> | <p>enhanced outreach activities, materials, and one-on-one counseling on coverage options for their Health and LTSS benefits under Cal MediConnect and alternatives. Outreach materials and one-on-one counseling activities should be health literate, culturally/linguistically appropriate, and specific to the needs of the Eligible Service Population.</p> | <p>Announcement</p> <p>Renumbered, formerly Exhibit A, Article II.B.2</p> |
| <p>Exhibit A, Article II.B.4</p> | <p>3. Ensure that individuals in the Eligible Service Population have access to information and counseling to empower them to make informed decisions about Medicare and Medi-Cal benefit options. This information and counseling shall be unbiased, timely, accurate, and consumer-friendly. It shall include, but not be limited to, all available health coverage options, implementation activities and timelines, appeal rights, and options for participating in the program.</p> | <p>4. Ensure that individuals in the Eligible Service Population have access to information and counseling to empower them to make informed decisions about selecting plans that best meet their health and LTSS needs. This information and counseling shall be fair, objective, accurate, timely, complete and impartial. It shall include, but not be limited to, all available health coverage options, implementation activities and timelines, appeal rights, and options for participating in the program.</p> | <p>Includes language in the Funding Opportunity Announcement</p> <p>Renumbered, formerly Exhibit A, Article II.B.3</p> |
| <p>Exhibit A, Article II.B.5</p> | <p>4. Ensure the provision of additional outreach services and materials to partners, beneficiary caregivers, providers, and other aging network programs (e.g., Information and</p> | <p>5. Ensure the provision of additional outreach services and materials to partners, beneficiary caregivers, providers, and other aging network and disability partners (e.g.,</p> | <p>Aligns language with the Funding Opportunity Announcement</p> |

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| | Assistance, Aging and Disability Resource Centers (ADRC), county Medi-Cal offices, and not-for-profit agencies) regarding Cal MediConnect and the availability of HICAP options counseling for the Eligible Service Population, and refer beneficiaries to other resources as needed. | Information and Assistance, Aging and Disability Resource Centers (ADRC), county Medi-Cal offices, county Independent Living Centers, the Cal MediConnect Ombudsman and other not-for-profit agencies) regarding Cal MediConnect and the availability of HICAP one-on-one counseling for the Eligible Service Population, and refer beneficiaries to other resources as needed. | Renumbered, formerly Exhibit A, Article II.B.4 |
| Exhibit A, Article II.B.6 | (New Language) | 6. Ensure outreach and one-on-one counseling activities are enhanced to reach Dual Eligible sub-populations, such as beneficiaries with Limited English Proficiency, intellectual and developmental disabilities, severe and persistent mental illness, those with behavioral and cognitive disabilities, and other demonstration sub-populations; | Adds program services as outlined in the Funding Opportunity Announcement Item numbers altered from addition of language. |
| Exhibit A, Article II.B.7 | 5. Ensure that the services provided are separate, distinct, above and beyond those performed under the FA-1718 Contract. These services may include, but are not limited to: | 7. Ensure that the services provided are separate, distinct, above and beyond those performed under the F2-1718 Contract, and/or services authorized under other Federal initiatives. These services include, but are not limited to: | Updated to align with the Funding Opportunity Announcement |
| Exhibit A, Article II.B.7.a | a. Increase training of Cal MediConnect HICAP staff to perform | a. Staying apprised of the status of the Cal MediConnect demonstration, | Adds program services as outlined |

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| | additional Cal MediConnect counseling, outreach, and community education, as necessary to assure that program capability is adequate to meet the needs of the Eligible Service Population; | including plan participation, enrollment schedules, and outreach campaigns; | in the Funding Opportunity Announcement |
| Exhibit A, Article II.B.7.b | b. providing outreach and community education services to Cal MediConnect-eligible beneficiaries and sub-populations that may not have been reached with the funding from the FA-1316 Contract; | b. Developing and providing HICAP Counselors with the information, training, and tools they will need to effectively and efficiently help dual eligible beneficiaries; | Adds program services as outlined in the Funding Opportunity Announcement |
| Exhibit A, Article II.B.7.c | c. providing outreach and/or education to providers, including physician groups, board and care providers, and non-profit agencies who were not reached with the funding from the first contract to: <ul style="list-style-type: none"> • address problems related to provider non-participation in the Project; and • assist beneficiaries who have continuity of care issues that could result in beneficiaries opting-out of the Project; | c. Conducting outreach to educate the eligible service population about their coverage options, including those available through the Cal MediConnect demonstration; | Adds program services as outlined in the Funding Opportunity Announcement |
| Exhibit A, Article II.B.7.d | d. providing options counseling to beneficiaries eligible for Cal MediConnect who were not reached with the funding from FA-1316 Contract; | d. Partnering with stakeholders and other entities such as, local Medi-Cal offices, participating health plans, enrollment brokers, and the Cal MediConnect Ombudsman, to | Adds program services as outlined in the Funding Opportunity Announcement |

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| Exhibit A, Article II.B.7.e | e. providing counseling to beneficiaries who opted-out of Cal MediConnect regarding other coverage options available under Medicare and Medi-Cal; | <p>conduct beneficiary outreach and education;</p> <p>e. Providing one-on-one counseling for the eligible service population in determining what forms of coverage best meet their individual health and LTSS needs.</p> <p>These choices could include:</p> <ul style="list-style-type: none"> • selecting a different Cal MediConnect plan; • enrolling in a Medicare Managed Care plan and a Medi-Cal Managed Care plan; • choosing fee-for-service Medicare with a Medi-Cal Managed Care plan; • enrolling in Program of All-Inclusive Care for the Elderly (PACE) if eligible; | Adds program services as outlined in the Funding Opportunity Announcement |
| Exhibit A, Article II.B.7.f | f. providing options counseling to beneficiaries who were passively enrolled in a Cal MediConnect plan and are experiencing problems with Plan. These problems may include, but are not limited to, continuity of care concerns; balance-billing problems; and provider, formulary or other plan-related issues. Beneficiaries will be provided information on options regarding other health plan choices. | f. . Assisting the eligible service population with enrollment and disenrollment assistance, including referrals to the state enrollment broker, when applicable. | Adds program services as outlined in the Funding Opportunity Announcement |

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| | <p>These choices could include:</p> <ul style="list-style-type: none"> • selecting a different Cal MediConnect plan; • enrolling in a Medicare Managed Care plan and a Medi-Cal Managed Care plan; • choosing fee-for-service Medicare with a Medi-Cal Managed Care plan; • enrolling in Program of All-Inclusive Care for the Elderly (PACE) if eligible; | | |
| Exhibit A, Article II.B.7.g | g. expanding existing partnerships and developing new community partnerships. | g. Referring beneficiaries, as appropriate, to other organizations, including Demonstration Ombudsman Programs and other service organizations. | Adds program services as outlined in the Funding Opportunity Announcement |
| Exhibit A, Article II.B.8 | 6. Provide to CDA, prior to release of funds, a detailed F2-1718 Work Plan outlining performance goals, measurable outcomes, major objectives, key tasks, and time frames (start and end dates). Work plans must also ensure coordination with the State's enrollment brokers and vendor(s), Work Plan shall include use of CCI Project appeals mechanisms including, but are not limited to referrals to the Cal MediConnect Ombudsman Program. The approved | 8. Provide to CDA, prior to release of funds, a detailed FA-1718 Work Plan outlining projected goals, measurable outcomes, major objectives, key tasks, key staff and positions, and time frames (start and end dates). Work plans must also ensure coordination with the State's enrollment brokers and vendor(s), Work Plans shall include use of CCI Project appeals mechanisms including, but are not limited to referrals to the Cal MediConnect | <p>Updated contract number.</p> <p>Adds language from the Notice of Award</p> <p>Renumbered. Formerly Article II.B.6</p> |

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| | F2-1718 Work Plan is hereby incorporated by reference as part of this Agreement. | Ombudsman Program. The approved FA-1718 Work Plan is hereby incorporated by reference as part of this Exhibit. Updates to the approved Work Plan and documentation of progress towards reaching projected goals shall be included with Semi-Annual reports, as specified by CDA in Exhibit E. Article II of this contract. | |
| Exhibit A, Article II.B.9 | 7. Ensure adequate staffing to cover all contract requirements and timelines. | 9. Ensure adequate staffing to cover all contract requirements and timelines. | Renumbered. Formerly Article II.B.7 |
| (Deletion of F2-1718 Exhibit A, Article II.B.8 language) | 8. Develop and implement a customer satisfaction process that ensures program quality prior to submitting the first year-end report. Report results to CDA in mid-term, year-end and final narrative reports, as specified in Exhibit E, Article II of this agreement, with a corrective action plan, if necessary, and assure that the related corrective action plan is implemented. | (Removed language) | Language was specific to F2-1718 contract. |
| Exhibit A, Article II.B.10 | 9. Prepare and submit the F2-1718 Budget to the CDA Fiscal Team for approval, prior to release of funds. The approved Budget is hereby incorporated by reference as part of this Agreement. | 10. Prepare and submit the FA-1718 Budget to the CDA Fiscal Team for approval, prior to release of funds. The approved Budget is hereby incorporated by reference as part of this Agreement. | Updated contract number Renumbered. Formerly Article II.B.9 |
| Exhibit A, Article II.B.11 | 10. Prepare and submit mid-term, annual and final F2-1718 narrative | 11. Prepare and submit Semi-Annual and Final FA-1718 narrative reports | Updated contract number. |

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| | reports as specified by CDA in Exhibit E, Article II of this contract. | as specified by CDA in Exhibit E, Article II of this contract. | Renumbered. Formerly Article II.B.10 |
| Exhibit A, Article II.B.12 | 44. Prepare and submit the F2-1718 Budget Narrative as instructed by CDA. | 12. Prepare and submit the FA-1718 Budget Narrative as instructed by CDA. | Updated contract number. Renumbered. Formerly Article II.B.11 |
| Exhibit A, Article II.B.13 | 42. Monitor, on an ongoing basis, all use of contract funds through reporting, regular contact, or other means to provide reasonable assurance that the contract funds are administered in compliance with laws, regulations, and the provisions of the contract and that performance goals are achieved [2 CFR Part 200.331]. Conduct annual program and fiscal monitoring. Provide support and technical assistance to subcontractors and respond in writing to all subcontractors' written requests for direction and guidance. | 13. Monitor, on an ongoing basis, all use of contract funds through reporting, regular contact, or other means to provide reasonable assurance that the contract funds are administered in compliance with laws, regulations, and the provisions of the contract and that projected goals are achieved [2 CFR Part 200.331]. Conduct annual program and fiscal monitoring. Provide support and technical assistance to subcontractors and respond in writing to all subcontractors' written requests for direction and guidance. | Renumbered. Formerly Article II.B.12 |
| Exhibit A, Article II.B.14 | (New Language) | 14. As notified by CDA, the Contractor and Sub-Contractors shall cooperate in any site visits conducted by CMS or its designee(s), in technical assistance provided by ACL, and with CMS contractors | New language added from Notice of Award |

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| | | supporting the implementation of the demonstration, including the independent evaluator, actuarial rate setting services contractor, and operations support contractor. | |
| Exhibit A, Article II.B.15 | 43. Ensure that all responsible persons have access to up-to-date materials, standards, policies, and procedures relevant to Cal MediConnect. | 15. Ensure that all responsible persons have access to up-to-date materials, standards, policies, and procedures relevant to Cal MediConnect. | Renumbered. Formerly Article II.B.13 |
| Exhibit A, Article II.B.16 | 44. Ensure all applicable provisions required within this Agreement are included in any subcontract entered into by the Contractor pursuant to this Agreement. | 16. Ensure all applicable provisions required within this Agreement are included in any subcontract entered into by the Contractor pursuant to this Agreement. | Renumbered. Formerly Article II.B.14 |
| Exhibit A, Article II.B.17 | 45. Review, approve, and monitor on an ongoing basis subcontractor budgets and expenditures and any subsequent amendments and revisions to budgets. | 17. Review, approve, and monitor on an ongoing basis subcontractor budgets and expenditures and any subsequent amendments and revisions to budgets. | Renumbered. Formerly Article II.B.15 |
| Exhibit A, Article II.B.18 | 46. Ensure, to the extent feasible, that all budgeted funds are expended by the end of each fiscal year. | 18. Ensure, to the extent feasible, that all budgeted funds are expended by the end of each fiscal year. | Renumbered. Formerly Article II.B.16 |
| Exhibit A, Article II.B.19 | 47. 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. | 19. 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 | Renumbered. Formerly Article II.B.17 |

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| | | instructions. | |
| Exhibit A, Article II.B.20 | 48. Monitor, evaluate and document subcontractor performance and compliance with this Agreement. | 20. Monitor, evaluate and document subcontractor performance and compliance with this Agreement. | Renumbered. Formerly Article II.B.18 |
| Exhibit A, Article II.B.21 | 49. Provide timely notice to CDA of any changes to the program or changes in the status of the Contractor that could restrict the operations of, or access to, FA services. Require the Subcontractor to provide timely notice to the Contractor of any changes to the program or changes in the status of the Subcontractor that could restrict operation of, or access to, FA services. These changes include, but are not limited to: personnel changes, phone number changes, headquarters office address changes, and mailing address changes. If subcontracted, the Contractor will forward the updated information to the CDA HICAP team. | 21. Provide timely notice to CDA of any changes to the program or changes in the status of the Contractor that could restrict the operations of, or access to, FA services. Require the Subcontractor to provide timely notice to the Contractor of any changes to the program or changes in the status of the Subcontractor that could restrict operation of, or access to, FA services. These changes include, but are not limited to: personnel changes, phone number changes, headquarters office address changes, and mailing address changes. If subcontracted, the Contractor will forward the updated information to the CDA HICAP team. | Renumbered. Formerly Article II.B.19 |
| Exhibit A, Article II.B.22 | 20. Collect, verify, approve, and report all required monthly data to CDA using the State HICAP Automated Reporting System (SHARP), as specified in Exhibit E, Article II of this Agreement. | 22. Collect, verify, approve, and report all required monthly data to CDA using the State HICAP Automated Reporting System (SHARP), as specified in Exhibit E, Article II of this Agreement. | Renumbered. Formerly Article II.B.20 |
| Exhibit A, | (New Language) | 23. CDA has established Financial | Requirement |

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| Section | Current Language in Existing Contract | New/Amended Language in New Contract | Reason for Change |
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| Article II.B.23 | | <p>Alignment performance measures to be used in assessing progress for meeting target penetration counts for the eligible service population.</p> <p>The Contractor and Subcontractor shall use the progress towards the Financial Alignment performance measures to evaluate efforts to reach the eligible service population, and for reference in completing Semi-Annual, Final, and Ad hoc reports as specified in Exhibit E, Article II of this Agreement.</p> | established through grant application and Notice of Award. |
| Exhibit A, Article II.B.24 | 21. Submit mid-term, year-end, and final report data to CDA as specified in Exhibit E, Article II of this Agreement. | 24. Submit Semi-Annual and Final report data to CDA as specified in Exhibit E, Article II of this Agreement. | Renumbered. Formerly Exhibit A, Article II.B.21 |
| Article II.B.25 | (New Language) | 25. Ensure the submission of program information and support documentation, to CDA, for the development of the applications for continued funding. | New language due to Notice of Award funding structure |
| | | | |
| Exhibit E, Article I.A.1 | Services are provided to the Eligible Service Population as defined in Exhibit A, Article I, F of this contract. | Services are provided to the Eligible Service Population as defined in Exhibit A, Article I, G of this contract. | Revised language to reflect Exhibit A change for Eligible Service Population definition. |
| Exhibit E, | This Agreement is subject to the | This Agreement is subject to | New grant number |

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| <p>Article I.C</p> | <p>requirements of Grant No. 1N1CMS331417-01- 00 (Affordable Care Act State Health Insurance Assistance Program (SHIP) and ADRC Options Counseling for Medicare-Medicaid Individuals in States with Approved Financial Alignment Models)</p> <p>By receiving funds under this Agreement, the Contractor agrees that it will carry out the project/program as authorized and will comply with the terms and conditions and other requirements of this Agreement, including but not limited to:</p> | <p>requirements of Grant No. 1J1CMS331625-01-00 (Support for Ombudsman and Beneficiary Counseling Programs for States Participating in the Medicare-Medicaid Financial Alignment Initiative).</p> <p>By receiving funds under this Agreement, the Contractor agrees that it will carry out the project/program as authorized and will comply with the terms and conditions and other requirements of this Agreement, including but not limited to:</p> | <p>provided</p> |
| <p>Exhibit E, Article I.C.5</p> | <p>5. <u>Subaward Reporting and Executive Compensation</u> This award is subject to the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by Section 6202 of Public Law 110—252 and implemented by 2 CFR Part 170.</p> | <p>5. <u>Subaward Reporting and Executive Compensation</u> This award is subject to the reporting requirements of the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by Section 6202 of Public Law 110—252 and implemented by 2 CFR Part 170.</p> <p>a. The Contractor shall report each action that obligates \$25,000 or more in Federal funds that does not include Recovery funds (section 1512(a)(2) of the American</p> | <p>New language included from Notice of Award</p> |

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| | | <p>Recovery and Reinvestment Act of 2009, Pub.L. 111-5), no later than the end of the month following the month in which the obligation was made. Each obligating action in this award term must be reported through http://www.fsrs.gov/.</p> <p>b. The Contractor shall report the names and total compensation of its top five (5) most highly compensated executives for the preceding fiscal year, no later than thirty (30) days after the execution of this Agreement, if –</p> <p>i. in the Contractor's preceding fiscal year, the Contractor received –</p> <p>(A) 80 percent or more of its annual gross revenues from Federal procurement contracts (and subcontracts) and Federal financial assistance subject to the</p> | |
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| | | <p>Transparency Act, as defined at 2 CFR 170.320 (and subawards); and (B) \$25,000,000 or more in annual gross revenues from Federal procurement contracts (and subcontracts), and Federal financial assistance subject to the Transparency Act (and subawards); and ii. The public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986. (To</p> | |
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| | | <p>determine if the public has access to the compensation information, see the U.S. Security and Exchange Commission total compensation filings at http://www.sec.gov/answers/execomp.htm).</p> <p>The Contractor is exempt from reporting Total Compensation of Executives if the Contractor's gross income from all federal contracts and subcontracts is under \$300,000.</p> | |
| Exhibit E, Article I.C.7 | <p><u>7. Public Policy Requirements</u> By signing the application, the authorized organizational official certifies that the organization will comply with applicable public policies.</p> | <p><u>7. Public Policy Requirements</u> By signing the Contract, the authorized organizational official certifies that the organization will comply with applicable public policies.</p> | Updated terminology |
| Exhibit E, Article I.C.8 | <p><u>8. Mandatory Disclosures</u> As is stated under 45 CFR §75.113, Contractor must disclose, in a timely manner, in writing to CDA all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affection the Federal award.</p> | <p><u>8. Mandatory Disclosures</u> As is stated under 45 CFR §75.113, Contractor must disclose, in a timely manner, in writing to CDA and the HHS Office of Inspector General (OIG) all information related to violations of Federal criminal law involving fraud, bribery, or gratuity</p> | New language added from Notice of Award. |

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| | | <p>violations potentially affecting the Federal award. Disclosures must be sent to CDA and the HHS OIG at the following addresses</p> <p>California Department of Aging ATTN: Mandatory Grant Disclosures, HICAP Team 1300 National Drive, Suite 200 Sacramento, CA 95834</p> <p>And,</p> <p>U.S. Department of Health & Human Services Office of Inspector General ATTN: Mandatory Grant Disclosures, Intake Coordinator 330 Independence Avenue, SW, Cohen Building Room 5527 Washington, DC 20201</p> <p>Fax: (202) 205-0604 (Include "Mandatory Grant Disclosures" in subject line) or Email: MandatoryGranteeDisclosures@oig.hhs.gov</p> <p>Failure to make required disclosures can result in any of the remedies</p> | |
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| | | described in 45 CFR 75.371 | |
| Exhibit E, Article I.C.9.a | a. Ensure that all publications, press announcements, posters, oral presentations at meetings, seminars, and any other information dissemination format, including, but not limited to, electronic/digital media that is related to this Project include a formal acknowledgement of support from the Department of Health and Human Services, citing the Funding Opportunity Number as follows: “The project described was supported by Funding Opportunity Number CMS-1N1-14-001 from the Centers for Medicare & Medicaid Services, Center for Medicare & Medicaid Innovation.” Contractor must also include a disclaimer stating that “The contents provided are solely the responsibility of the authors and do not necessarily represent the official views of HHS or any of its agencies.” | a. Ensure that all publications, press announcements, posters, oral presentations at meetings, seminars, and any other information dissemination format, including, but not limited to, electronic/digital media that is related to this Project include a formal acknowledgement of support from the Department of Health and Human Services, citing the Funding Opportunity Number as follows: “The project described was supported by Funding Opportunity Number CMS-1J1-17-001 from the Centers for Medicare & Medicaid Services, Center for Medicare & Medicaid Innovation.” Contractor must also include a disclaimer stating that “The contents provided are solely the responsibility of the authors and do not necessarily represent the official views of HHS or any of its agencies.” | Updated FOA Number specific to the FA-1718 Contract |
| Exhibit E, Article I.C.9.b | b. Submit one copy of each publication resulting from work performed under this agreement, regardless of format, to CDA with the annual and final progress reports. | b. Submit one copy of each publication resulting from work performed under this agreement, regardless of format, to CDA with the Semi-Annual Progress Reports and Final Report . | Updated language from Notice of Award |
| Exhibit E, Article I.C.10 | (New Language) | 10. CMS Program Monitoring. The Contractor and, if applicable, the | New language included from Notice |

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| | | <p>HICAP subcontractor shall cooperate in any site visits conducted by CMS or its designee(s), in technical assistance provided by ACL, and with CMS contractors supporting the implementation of the demonstration. The recipient shall provide data needed to assess the impact of the program activities demonstration in accordance with the MOU. CMS shall retain full rights to use such data and information to disseminate successful care coordination techniques, including factors associated with performance, to other providers and suppliers and the public and to evaluate the demonstration.</p> | <p>of Award</p> |
| <p>Exhibit E, Article I.C.11</p> | <p>(New Language)</p> | <p>11. <u>Supplanting of Funds</u> The Contractor is responsible for ensuring that no federal funds provided under this award are used to fund the same services or activities otherwise funded by the Federal government through any other funding mechanisms, such as any cooperative agreements for the Implementation Support for State Demonstrations to Integrate Care for Medicare-Medicaid Enrollees, State Innovation Models, or other federal support for ombudsman services.</p> | <p>New language from Notice of Award</p> |

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| Exhibit E, Article I.C.12 | (New Language) | <p>12. <u>Adherence to Program Requirements.</u> The Contractor shall adhere to all requirements and activities included in the Contract, unless otherwise approved by CDA. All terms and conditions also apply to HICAP subcontractors and any individuals or entities performing functions or services on behalf of the Contractor. Failure to do so may lead to termination of this Contract.</p> | New language from Notice of Award |
| Exhibit E, Article I.C.13 | (New language) | <p>13. <u>Prior Approval</u> CDA may require prior approval and may control the location, cost, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar workshop or conference conducted by the Contractor in relation to the program funded through this Contract. CDA may also maintain control over any reimbursable publicity, or education materials to be made available for distribution.</p> | New language from HICAP contract |
| Exhibit E, Article I.C.14 | (New Language) | <p>14. <u>Residual Unused Supplies</u> Reportable Residual Unused Supplies, which in the aggregate exceed \$5,000 in fair market value must be retained by the Recipient for use on other activities or sold, but the</p> | New language included from Notice of Award |

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| | | <p>Contractor must, in either case, compensate CDA and the Federal government for its share. CMS is entitled to an amount calculated by multiplying the current fair market value or proceeds from sale by CMS's percentage of participation in the cost of the original purchase. Further instructions will be provided prior to closeout.</p> | |
| <p>Exhibit E, Article I.C.15</p> | <p>(New Language)</p> | <p>15. <u>Recipient Integrity and Performance</u> In accordance with Appendix XII to 45 CFR Part 75, Recipient must comply with reporting requirements for matters related to recipient integrity and performance.</p> <p>Contractor acknowledges that CDA may be required to maintain the currency of information in the Federal Awardee Performance and Integrity Information System (FAPIIS). Contractor agrees to submit the following information to CDA within 30 days when in connection with the performance of this contract:</p> <ul style="list-style-type: none"> a. A criminal proceeding b. A civil proceeding that results in a monetary fine, penalty, reimbursement, restitution, or damages c. An administrative proceeding | <p>New language included from Notice of Award</p> |

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| | | <p>that results in a monetary fine, penalty, reimbursement, restitution, or damages</p> <p>d. Any other criminal, civil or administrative proceeding that could have resulted in a fine, penalty, reimbursement, restitution, or damages</p> | |
| <p>Exhibit E, Article I.C.16</p> | <p>(New Language)</p> | <p><u>16. Financial Alignment Conflict of Interest Policy</u></p> <p>In accordance with 45 CFR 75.112, these terms and conditions establish the conflict of interest policy requirements for recipients receiving federal discretionary grant funding from CMS.</p> <p>a. CMS requires recipients to establish safeguards to prevent employees, officers, or agents of the non-Federal entity such as consultants, contractors, members of governing bodies, and others who may be involved in grant-supported activities from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private financial or other gain</p> | <p>New language included from Notice of Award</p> |

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| | | <p>for themselves or others, such as those with whom they have family, business, or other ties. These safeguards must be reflected in written standards of conduct. Except as provided below, CMS does not require a recipient to establish separate standards of conduct if it maintains such standards for its non-grant-supported activities, as long as those standards are consistent with State, local, and tribal laws and regulations, and cover, at a minimum, expected conduct in regard to financial interests, gifts, gratuities and favors, nepotism, and such other areas for governmental organizations as political participation and bribery.</p> <p>b. The Recipient must also maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts in accordance with §75.327 General procurement standards. No employee,</p> | |
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| | | <p>officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of</p> | |
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| | | <p>conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.</p> <p>If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest.</p> | |
| Exhibit E, Article I.C.17 | (New Language) | <p><u>17. Accessibility Provisions Section 504</u></p> <p>Recipients of federal financial assistance from Health and Human Services must administer their programs in compliance with federal civil rights laws. This means that recipients of HHS funds must ensure equal access to their programs without regard to a person’s race, color, national origin, disability, age and, in some circumstances, sex and religion.</p> <p>In addition, recipients of federal</p> | New language from Notice of Award |

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| | | <p>financial assistance have specific legal obligations for serving qualified individuals with disabilities by providing information in alternate formats.</p> <ol style="list-style-type: none">1. Public Notification: If you have a public facing website, you shall post a message no later than 30 business days after award that notifies your customers of their right to receive an accessible format. Sample language may be found at: https://www.medicare.gov/about-us/nondiscrimination/nondiscrimination-notice.html. Your notice shall be crafted applicable to your program.2. Processing Requests Made by Individuals with Disabilities:<ol style="list-style-type: none">a. Documents:<ol style="list-style-type: none">i. When receiving a request for information in an alternate format (e.g., Braille, Large print, etc.) from a beneficiary or member of the public, you must: | |
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| | | <ul style="list-style-type: none">1. Consider/ evaluate the request according to civil rights laws.2. Acknowledge receipt of the request and explain your process within 2 business days.3. Establish a mechanism to provide the request. <p>ii. If you are unable to fulfill an accessible format request, CDA may work with you in an effort to provide the accessible format. You shall refer the request to CDA within 2 business days if unable to provide the request. You shall submit the request, using encrypted e-mail (to safeguard any personally identifiable information), to the HICAPTeam2@aging.c</p> | |
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| | | <p>a.gov mailbox with the following information:</p> <ol style="list-style-type: none">1. The e-mail title shall read "Grantee (Organization) Alternate Format Document Request."2. The body of the e-mail shall include:<ol style="list-style-type: none">a. Requester's name, phone number, e-mail, and mailing address.b. The type of accessible format requested, e.g., audio recording on compact disc (CD), written document in Braille, written document in large print, document in a format that is read by qualified | |
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| | | <p>readers, etc. c. Contact information for the person submitting the e-mail – Organization (Grantee), name, phone number and e-mail.</p> <p>3. The document that needs to be put into an accessible format shall be attached to the e-mail.</p> <p>iii. CMS may respond to the request and provide the information directly to the requester.</p> <p>iv. The Contractor and/or HICAP subcontractor shall maintain record of all alternate format requests received including the requestor's name, contact information, date of request, document requested,</p> | |
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| | | <p>format requested, date of acknowledgment, date request provided, and date referred to CDA if applicable.</p> <p>b. Processing Requests Made by Individuals with Limited English Proficiency (LEP):</p> <p>i. Refer to Exhibit D, Article XX.B Provision of Services</p> | |
| Exhibit E, Article I.C.18 | (New Language) | <p>18. <u>Subrecipient Equal Treatment.</u> The Contractor must comply with 45 CFR Part 87, including the provision that no State or local government Recipient nor any intermediate organization receiving funds under any program shall, in the selection of service providers, discriminate for or against an organization's religious character or affiliation.</p> | New language from Notice of Award |
| Exhibit E, Article I.C.19 | (New Language) | <p>19. <u>FY 2016 Appropriations Provision</u> Contractors must comply with all terms and conditions outlined in their Contract, including grant policy terms and conditions contained in applicable HHS Grants Policy Statements, and requirements imposed by program statutes and</p> | New language from Notice of Award |

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| | | <p>regulations, Executive Orders, and HHS grant administration regulations, as applicable; as well as any requirements or limitations in any applicable appropriations acts.</p> <p>This award is subject to the "Consolidated Appropriations Act, 2016," Public Law 114-113, signed on December 18, 2015. As is noted under Division H, Title II, General Provisions, Section 202, none of the funds appropriated in this title shall be used to pay the salary of an individual, through a grant or other extramural mechanism, at a rate in excess of Executive Level II. This salary cap applies to direct salaries and to those salaries covered under indirect costs, also known as facilities and administrative (F & A) costs].</p> | |
| <p>Exhibit E, Article I.C.20</p> | <p>(New Language)</p> | <p><u>20. Termination of Funding</u> Continued funding to a recipient is dependent on satisfactory performance against goals and performance expectations delineated in the cooperative agreement's terms and conditions. CMS reserves the right to terminate the cooperative agreement if it is determined to be in the Government's best interests,</p> | <p>New language included from Notice of Award</p> |

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| | | such is if the associated demonstration does not meet the requirements in 1115A of the Social Security Act [42 USC 1315 (a)(b)(3)(B)]. | | | | | | | | | | | | | |
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| Exhibit E, Article II.B.2 | (New Language) | <p>2. Semi-Annual Progress Reports: Semi-Annual progress reports are due at the dates indicated below for the corresponding reporting periods.</p> <table border="1"> <thead> <tr> <th>Progress Reports</th> <th>Reporting Period</th> <th>Due Date</th> </tr> </thead> <tbody> <tr> <td>Semi-Annual Report #1</td> <td>12/22/2017 – 6/21/2018</td> <td>07/05/2018</td> </tr> <tr> <td>Semi-Annual Report #2</td> <td>6/22/2018 – 12/21/2018</td> <td>01/04/2019</td> </tr> <tr> <td>Semi-Annual Report #3</td> <td>12/22/2018 – 6/21/2019</td> <td>07/05/2019</td> </tr> </tbody> </table> | Progress Reports | Reporting Period | Due Date | Semi-Annual Report #1 | 12/22/2017 – 6/21/2018 | 07/05/2018 | Semi-Annual Report #2 | 6/22/2018 – 12/21/2018 | 01/04/2019 | Semi-Annual Report #3 | 12/22/2018 – 6/21/2019 | 07/05/2019 | <p>New language included from Notice of Award</p> <p>Addition of item renumbers F2-1718 language.</p> |
| Progress Reports | Reporting Period | Due Date | | | | | | | | | | | | | |
| Semi-Annual Report #1 | 12/22/2017 – 6/21/2018 | 07/05/2018 | | | | | | | | | | | | | |
| Semi-Annual Report #2 | 6/22/2018 – 12/21/2018 | 01/04/2019 | | | | | | | | | | | | | |
| Semi-Annual Report #3 | 12/22/2018 – 6/21/2019 | 07/05/2019 | | | | | | | | | | | | | |
| Exhibit E, Article II.B.3 | <p>2. Final Narrative Report: A final report is required covering the period of performance for F2-1718 Project period.</p> <table border="1"> <thead> <tr> <th>FA-2 Final Report</th> <th>Reporting Period</th> <th>Due Date</th> </tr> </thead> <tbody> <tr> <td></td> <td></td> <td></td> </tr> </tbody> </table> | FA-2 Final Report | Reporting Period | Due Date | | | | <p>3. Final Report: A final report is required at the end of the Contract Period for the two years of the contract. CDA will provide more information on the reporting form for the Final Report 30 days prior to the end of the reporting period.</p> | <p>New language included from Notice of Award</p> | | | | | | |
| FA-2 Final Report | Reporting Period | Due Date | | | | | | | | | | | | | |
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| | Project Year 2017-2018 | 12/01/2017 – 04/30/2018 | 06/01/2018 | Final Report | Reporting Period | Due Date | |
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| | | | | Final Report (inclusive of entire reporting | 12/22/2017 – 12/21/2019 | 02/21/2020 | |
| Exhibit E, Article II.D | D. The Contractor shall provide the following information in all narrative reports (mid-term, annual, final): | | | D. The Contractor shall provide the following information in all narrative reports (semiannual progress , final), and summarize progress against milestones identified in the work plan. | | | New language included from Notice of Award |
| Exhibit E, Article II.D.2 | 2. Program leader name | | | 2. Project key staff and contact information | | | New language included from Notice of Award |
| Exhibit E, Article II.D.4 | 4. Budget status – include amounts for planned expenditure, actual expenditure, and deficit/surplus | | | 4. Budget status – describing how grant funds were used during the reporting period , include amounts for planned expenditure, actual expenditure, and deficit/surplus | | | New language included from Notice of Award |
| Exhibit E, Article II.D.5 | 5. Work plan chart/timeline status | | | 5. Work plan and timeline update, including documentation of progress against projected goals identified in the work plan; | | | New language included from Notice of Award |
| Exhibit E, Article II.D.6 | 6. Project description – short summary | | | 6. Accomplishments – Tasks that were accomplished during this reporting period, and Analysis of challenges during the reporting period | | | New language included from Notice of Award |

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| Exhibit E, Article II.D.7 | 7. Milestones – record milestones that have been reached at this point in the Project | 7. Best practices or key lessons, including recommendations for improvements in the demonstration | New language included from Notice of Award |
| Exhibit E, Article II.D.8 | 8. Accomplishments | 8. Projected goals, and | New language included from Notice of Award |
| Exhibit E, Article II.D.9 | 9. Goals projected to be completed during the next reporting period | 9. Mitigation strategies – for addressing barriers during the next 6 month period. | New language included from Notice of Award |
| Exhibit E, Article II.D.10 | 10. Issues that must be addressed for the Project to be successful | (Deleted Item) | Removed language, no longer required for Notice of Award |
| Exhibit E, Article II. G | (New Language) | G. The Contractor and, if applicable, HICAP subcontractor shall provide ongoing ad hoc status updates at the request of CDA. | New language from Notice of Award |
| Exhibit E, Article III.F. 7 | (New Language) | 7. In accordance with 45 CFR 75.476, the cost of independent research and development, including their proportionate share of indirect costs, is unallowable. | New language from Notice of Award |
| Exhibit E, Article III.F. 8 | (New Language) | 8. In accordance with 45 CFR 75.216(b), except for grants awarded under the Small Business Innovative Research (SBIR) and Small Business Technology Transfer Research | New language from Notice of Award |

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF AGING
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| | | (STTR) programs (15 U.S.C. 638), no HHS funds may be paid as profit to any recipient even if the recipient is a commercial (for-profit) organization. Profit is any amount in excess of allowable direct and indirect costs. | |
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