

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

**Program: HICAP**  
**Contract Number: HI-2122 A3**  
**Contract Term: 7/1/2021 – 3/31/2024**

Section	Current Language in Existing Contract	New/Amended Language in New Contract	Reason for Change
Exhibit B Article IV, C	The final date to submit a budget revision is March 1 <sup>st</sup> of the Agreement period unless otherwise specified by CDA. CDA will not accept any budget revision after the Agreement period has expired.	The final date to submit a budget revision is <b>sixty (60) days prior to the end</b> of the Agreement period, unless otherwise specified by CDA. CDA will not accept any budget revision after the Agreement period has expired.	Clarification to days prior to end of contract period, versus a specific date.
Exhibit B Article IV, F	Equipment/Property with per unit cost of \$5000 or any computing devices, regardless of cost requires justification from the Contractor and approval from CDA. To request approval for specific equipment items, requests with justification shall be sent to cdaequipment@aging.ca.gov. Such items must also be included in the Contractor's approved HICAP Budget. Please note an approved budget is not approval for equipment purchase.	Equipment/Property with per unit cost of \$5000 or any computing devices, regardless of cost requires justification from the Contractor and approval from CDA and must be included in its approved HICAP Budget.	Clarification to new equipment process that began on 9/1/2023
Exhibit D, Article I, A, 12	12. "Subcontractor" means the legal entity that receives funds from the Contractor to carry out part of a federal award identified in this Agreement.	12. "Subcontractor" means the legal entity that receives funds from the Contractor to carry out <b>any</b> part of a federal award identified in this Agreement.	Clarification
Exhibit D, Article I, A, 13	13. "Subcontract" means any form of legal agreement between the Contractor and the Subcontractor, including an agreement that the Contractor considers a contract, including vendor type Agreements for providing goods or services under this Agreement.	13. "Subcontract" means any form of legal agreement between the Contractor and the Subcontractor, including an agreement that the Contractor <b>or Subcontractor would</b> consider <b>to be</b> a contract, including vendor type Agreements for providing goods or services under this Agreement.	Clarification
Exhibit D, Article I, A, 18	18. "Allocation" means the process of assigning a cost, or a group of costs, to one or more cost objective(s), in reasonable proportion to the benefit provided or other equitable relationship. The process may entail assigning a	18. "Allocation" means the process of assigning a cost, or a group of costs, to one or more cost objective(s), in reasonable proportion to the benefit provided or other equitable relationship. The process may entail assigning a cost(s) directly to a final cost	Updated reference

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

**Program: HICAP**  
**Contract Number: HI-2122 A3**  
**Contract Term: 7/1/2021 – 3/31/2024**

Section	Current Language in Existing Contract	New/Amended Language in New Contract	Reason for Change
	cost(s) directly to a final cost objective or through one or more intermediate cost objectives. (2 CFR 200.4 and 45 CFR 75.2)	objective or through one or more intermediate cost objectives. (2 CFR 200.1 and 45 CFR 75.2)	
Exhibit D, Article I, A, 19	19. "Disallowed costs" means those charges determined to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award. (2 CFR 200.31 and 45 CFR 75.2)	19. "Disallowed costs" means those charges determined to be unallowable, in accordance with the applicable Federal statutes, regulations, or the terms and conditions of the Federal award. (2 CFR 200.1 and 45 CFR 75.2)	Updated reference
Exhibit D, Article I, A, 20	20. "Questioned Costs" means a cost that is questioned by the auditor because of an audit finding which resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; where the costs, at the time of the audit, are not supported by adequate documentation; or where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances. (2 CFR 200.84 and 45 CFR 75.2).	20. "Questioned Costs" means a cost that is questioned by the auditor because of an audit finding which resulted from a violation or possible violation of a statute, regulation, or the terms and conditions of a Federal award, including for funds used to match Federal funds; where the costs, at the time of the audit, are not supported by adequate documentation; or where the costs incurred appear unreasonable and do not reflect the actions a prudent person would take in the circumstances. (2 CFR 200.1 and 45 CFR 75.2).	Updated reference
Exhibit D, Article I, A, 21	21. "Recoverable cost" means the state and federal share of the questioned cost.	21. "Recoverable cost" means the <b>questioned cost identified from an audit.</b>	CDA does not differentiate between state and federal share when determining the recoverable amount.
Exhibit D, Article II, M	M. <u>DUNS Number and Related Information</u>  1. The DUNS number must be provided to	M. <u>UEI Number and Related Information</u>	Changed April 4, 2022

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

**Program: HICAP**  
**Contract Number: HI-2122 A3**  
**Contract Term: 7/1/2021 – 3/31/2024**

Section	Current Language in Existing Contract	New/Amended Language in New Contract	Reason for Change
	<p>CDA prior to the execution of this Agreement. Business entities may register for a DUNS number at <a href="http://www.dnb.com/duns-number.html">http://www.dnb.com/duns-number.html</a>.</p> <p>2. The Contractor must register the DUNS number and maintain an “Active” status within the federal System for Award Management available online at <a href="https://www.sam.gov/portal/SAM/#1">https://www.sam.gov/portal/SAM/#1</a></p> <p>If CDA cannot access or verify “Active” status the Contractor’s DUNS information, which is related to this federal subaward on the Federal Funding Accountability and Transparency Act Subaward Reporting System (SAM.gov) due to errors in the Contractor’s data entry for its DUNS number, the Contractor must immediately update the information as required.</p>	<p>1. The <b>Unique Entity Identifier</b> changed from the DUNS Number to the Unique Entity ID (generated by SAM.gov) on April 4, 2022. The UEI number must be provided to CDA prior to the execution of this Agreement. Business entities may register for a UEI number at <a href="https://sam.gov/content/duns-uei">https://sam.gov/content/duns-uei</a>.</p> <p>2. The Contractor must register the <b>UEI</b> number and maintain an “Active” status within the federal System for Award Management available online at <a href="https://www.sam.gov/portal/SAM/#1">https://www.sam.gov/portal/SAM/#1</a></p> <p>If CDA cannot access or verify “Active” status the Contractor’s <b>UEI</b> information, which is related to this federal subaward on the Federal Funding Accountability and Transparency Act Subaward Reporting System (SAM.gov) due to errors in the Contractor’s data entry for its <b>UEI</b> number, the Contractor must immediately update the information as required.</p>	
Exhibit D, Article V, L	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	The Contractor shall refer to 2 CFR 200.331, Subpart D – Subrecipient and Contractor Determinations and 45 CFR 75.351, Subpart D – Subrecipient and Contractor Determinations in making a determination if a subcontractor relationship exists. If such a relationship exists, then the Contractor shall follow the procurement requirements in the applicable OMB Circular.	Updated reference

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

**Program: HICAP**  
**Contract Number: HI-2122 A3**  
**Contract Term: 7/1/2021 – 3/31/2024**

Section	Current Language in Existing Contract	New/Amended Language in New Contract	Reason for Change
	requirements in the applicable OMB Circular.		
Exhibit D, Article VI, 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.	All such records, including confidential records, must be maintained and made available by the Contractor: (1) until an audit <b>of the July 1, 2023 through June 30, 2024 period of expenditures</b> has occurred and an audit resolution has been issued or unless otherwise authorized in writing by CDA's Audit <b>and Risk Management</b> 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.	CDA audits are conducted every other year. This is to clarify that records need to be maintained until CDA Audit and Risk Management Branch has audited this specific time period.
Exhibit D, Article VI, E	Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by the State under this Agreement. If the allowability of expenditures cannot be determined because records or documentation of the Contractor are nonexistent or inadequate according to guidelines set forth in 2 CFR 200.302 and 45 CFR 75.302, the expenditures will be questioned in the audit and may be disallowed by CDA during the audit resolution process.	Adequate source documentation of each transaction shall be maintained relative to the allowability of expenditures reimbursed by the State under this Agreement. <b>Source documentation includes, but is not limited to: vendor invoices, bank statements, cancelled checks, bank/credit card statements, contracts and agreements, employee time sheets, purchase orders, indirect cost allocation plans.</b>	To clarify the types of source documentation needed.
Exhibit D, Article VII, E, 3	3. CDA tag number	<b>3.</b> CDA- <b>issued</b> tag number.	Clarification that the State CDA-issued property tag number must be listed.

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

**Program: HICAP**  
**Contract Number: HI-2122 A3**  
**Contract Term: 7/1/2021 – 3/31/2024**

Section	Current Language in Existing Contract	New/Amended Language in New Contract	Reason for Change
Exhibit D, Article VII, F, 1	1. Prior to disposal of any property purchased by the Contractor or the Subcontractor with funds from this Agreement or any predecessor Agreement, the Contractor must obtain approval from CDA for all reportable property as defined in Section B of this Article. Disposition, which includes sale, trade-in, discarding, or transfer to another agency <u>may not occur until approval is received from CDA</u> . The Contractor shall submit to CDA a Request to Dispose of Property (CDA 248). CDA will then instruct the AAA on disposition of the property. Once approval for disposal has been received from CDA and the AAA has reported to CDA the Property Survey Report's (STD 152) Certification of Disposition, the item(s) shall be removed from the Contractor's inventory report.	1. Prior to disposal of any property purchased by the Contractor or the Subcontractor with funds from this Agreement or any predecessor Agreement, the Contractor must obtain approval from CDA for all reportable property as defined in Section B of this Article. Disposition, which includes sale, trade-in, discarding, or transfer to another agency <u>may not occur until approval is received from CDA</u> . The Contractor shall submit to CDA a Request to Dispose of Property (CDA 248) <b>to <a href="mailto:property@aging.ca.gov">property@aging.ca.gov</a></b> . CDA will then instruct the AAA on disposition of the property. Once approval for disposal has been received from CDA and the AAA has reported to CDA the Property Survey Report's (STD 152) Certification of Disposition, the item(s) shall be removed from the Contractor's inventory report. <b>Property is not to be disposed of until both the CDA 248 and STD 152 have been approved by CDA. Contractor will be liable for repayment of purchase price of equipment if Contractor disposes of equipment without prior approval from CDA.</b>	Added email address for submitting forms and clarified that prior CDA approval before disposing of equipment is mandatory.
Exhibit D, Article VII, G	Any loss, damage, or theft of equipment shall be investigated, fully documented and the Contractor shall promptly notify CDA.	Any loss, damage, or theft of equipment shall be investigated and fully documented. The Contractor shall promptly notify CDA <b>and shall provide copies of the investigative documentation and police reports as requested by CDA.</b>	Updated to include provision of a police report.

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

**Program: HICAP**  
**Contract Number: HI-2122 A3**  
**Contract Term: 7/1/2021 – 3/31/2024**

Section	Current Language in Existing Contract	New/Amended Language in New Contract	Reason for Change
Exhibit D, Article X, A, 2	2. Contractor shall make available all reasonable information necessary to substantiate that expenditures under this agreement are allowable and allocable, including, but not limited to books, documents, papers, and records.	2. Contractor shall make available all reasonable information necessary to substantiate that expenditures under this Agreement are allowable and allocable, including, but not limited to <b>accounting records, vendor invoices, bank statements, cancelled checks, bank/credit card statements, contracts and agreements, employee time sheets, purchase orders, indirect cost allocation plans.</b>	Clarification of types of documents required for a CDA audit.
Exhibit D, Article X, B, 1	1. The CDA Audits Branch shall perform fiscal and compliance audits of Contractors in accordance with Generally Accepted Government Auditing Standards (GAGAS) to ensure compliance with applicable laws, regulations, grants, and contract requirements.	1. The CDA Audits <b>and Risk Management</b> Branch shall perform fiscal and compliance audits of Contractors in accordance with Generally Accepted Government Auditing Standards (GAGAS) to ensure compliance with applicable laws, regulations, grants and contract requirements.	Updated branch name
Exhibit D, Article X, B, 2,a	a. Financial closeouts (2 CFR 200.16 and 45 CFR 75.2)	a. Financial closeouts (2 CFR 200. <b>1</b> and 45 CFR 75.2)	Updated reference
Exhibit D, Article X, B, 2,c	c. Allocation of expenditures (2 CFR 200.4 and 45 CFR 75.2)	c. Allocation of expenditures (2 CFR 200. <b>1</b> and 45 CFR 75.2)	Updated reference
Exhibit D, Article X, C,1,a	California Department of Aging Attention: Audits Branch 2880 Gateway Oaks Drive, Suite 200 Sacramento, California 95833	California Department of Aging Attention: Audits <b>and Risk Management</b> Branch 2880 Gateway Oaks Drive, Suite 200 Sacramento, California 95833	Updated branch name
Exhibit E, Article II, D  <b>NEW</b>	N/A	<b>For Budget Year 2023-24 (April 1, 2023 through March 31, 2024) as provided in the Budget Display, the Contractor shall provide to CDA for approval, a detailed Work Plan (CDA Form</b>	New language added from terms of Carryover Request.

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

**Program: HICAP**  
**Contract Number: HI-2122 A3**  
**Contract Term: 7/1/2021 – 3/31/2024**

Section	Current Language in Existing Contract	New/Amended Language in New Contract	Reason for Change
		<p>7001H) that outlines the HICAP service provider's strategies using carryover resources to complete project goals as provided by CDA.</p> <p>The proposed Work Plan must be submitted to and approved by the CDA HICAP Bureau before payments can be made to the Contractor.</p> <p>The CDA-approved Work Plan is hereby incorporated by reference as part of this Exhibit.</p> <p>Requests to modify or amend the approved Work Plan may be made by either CDA or the Contractor at any time. Modifications of the Work Plan shall be effective upon the mutual agreement of both parties. However, the CDA may unilaterally modify the Work Plan if required by ACL or other federal award guidance.</p>	