

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

Program: Title V/SCSEP
Contract Number: TV 17/18
Contract Term: July 1, 2017 – June 30, 2018

	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]	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.5.	No existing language Add to Exhibit D ARTICLE II. C:	5. California Civil Rights Laws The Contractor shall, ensure compliance with the requirements of Cal. 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 California Civil Rights Laws.	Adding language to ensure Contractor complies with new regulation requiring DGS form.	Christian Margedant
Exhibit D ARTICLE II. I 2, 4 & 5	2. Clean Water Act, as amended. [33 USC 1251] 4. Public Contract Code Section 10295.3 5. n/a – did not exist	2. DELETED 4. Cal. Pub. Contract Code Section 10295.3. 5. Pub. Contract Code Section 2010.	Deleting redundant citation, adding language to ensure Contractor complies with a new statute. Citation format change for consistency.	Christian Margedant
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	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 .	Updating language for brevity, clarity and accuracy. Updated URLs.	Christian Margedant

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	<p>number and related updates on the website available online at http://fedgov.dnb.com/webform.</p> <p>3. The Contractor shall review all DUNS information to ensure it is up-to-date and the DUNS number status is "active."</p> <p>4. If CDA cannot access the Contractor's DUNS information related to this federal subaward on the Federal Funding Accountability and Transparency Act Subaward Reporting System (SAM.gov) due to errors in the Contractor's data entry for its DUNS number, the Contractor must immediately update the information as required.</p>	<p>2. The Contractor must register the DUNS number and maintain an "Active" status within the federal System for Award Management available online at https://www.sam.gov/portal/SAM/#1.</p> <p>3. If CDA cannot access or verify "Active" status for the Contractor's DUNS information, which is related to this federal subaward on the Federal Funding Accountability and Transparency Act Subaward Reporting System, the Contractor must immediately update the information as required.</p>		
Exhibit D, Article II, P	No current language	The contractor's shall comply with Governor's Executive Order 2-18-2011 which bans expenditures on promotional and marketing items colloquially known as "S.W.A.G." or "Stuff We All Get."	Executive order regarding use of funds and S.W.A.G.	Chisorom Andy S
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.	Jena Yentes
Exhibit D ARTICLE VI. B	B. All such records, including confidential records, must be maintained and made	B. All such records, including confidential records, must be maintained and made	Updating for accuracy	Christian Margedant

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	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.	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.		
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 and CFR 75.302, the expenditures will be questioned in the audit and may be disallowed by CDA during the audit resolution process.	If the allowability of expenditures cannot be determined because of records or documentation of the Contractor are nonexistent or inadequate according to guidelines set forth in 2 CFR 200.302 and 45 CFR 75.302, the expenditures will be questioned in the audit and may be disallowed by CDA during the audit resolution process.	Adding for accuracy	Jena Yentes Christian Margedant
Exhibit D, Article VII. E.3.	CDA tag number or other tag identifying it as CDA property.	CDA tag number or other tag identifying it as State of California property.	More specific language used in 8651 DGS SAM Criteria	Jena Yentes
Exhibit D ARTICLE VII. O.	If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the budget.	If purchase of equipment is a reimbursable item, the equipment to be purchased will be specified in the Budget Summary.	Adding for accuracy.	Christian Margedant
Exhibit D, Article IX. C.	The Contractor shall monitor contracts and subcontracts to ensure compliance with laws, regulations, and the provisions of contracts that may have a direct and/or material effect on each of its major programs.	The Contractor shall monitor contracts and subcontracts to ensure compliance with laws, regulations, and the provisions of contracts that may have a direct and/or material effect on each of its CDA funded programs.	Clarification of specified programs	Andy Sachs
Exhibit D, Article X.	Audits	Audit Requirements	Clarification of section	Jena Yentes

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<p>Exhibit D, Article XVIII.A</p>	<p>A. <u>Information Assets</u></p> <p>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 06-34; 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>A. <u>Information Assets</u></p> <p>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 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; and CDA Program Memorandum 07-18 Protection of Information Assets, State-wide 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 	<p>Clarification of Information Assets for clearer definition</p> <p>By CDA Legal Office, Privacy Officer and Information Security Officer</p> <p>Per Michelle, 2/10: State Administration Manual should be referenced with §, not the word "Section."</p>	<p>Ken Ketsdever</p> <p>Andy Sachs</p>
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		<ul style="list-style-type: none"> 2. Notes 3. Forms 4. Computers, laptops, cellphones, printers, scanners 5. Networks (LAN, WAN, WIFI) servers, switches, routers 6. Storage media, hard drives, flash drives, cloud storage 7. Data, applications, databases 		
Exhibit D Article XVIII.B	<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 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</p>	<p>B. <u>Encryption of Computing Devices</u></p> <p>The Contractor, and its Sub contractors/Vendors, are required to encrypt data collected under this Agreement that is confidential, sensitive, and/or personal information including data stored on all computing devices (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers and backup media) and/or electronic storage</p>	<p>Consistency of terminology, clarification of computing devices and electronic storage media</p> <p>By CDA Legal Office, Privacy Officer and Information Security Officer</p>	Ken Ketsdever

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	hard drives, and backup media).	media (including but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).		
Exhibit D Article XVIII.C	<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 participant. 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 	<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 Agreement, except for statistical information not identifying any participant. 3. "Personal Identifying information" shall include, but not be limited to: name; identifying number; social security number; state 	<p>Consistency of terminology, clarification of disclosure requirements By CDA Legal Office, Privacy Officer and Information Security Officer</p>	<p>Ken Ketsdever</p>

	<p>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 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>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, 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</p>		
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	<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>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 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</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 Http://www.aging.ca.gov 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>Consistency of terminology, clarification of training requirements, provide location of training presentation</p> <p>By CDA Legal Office, Privacy Officer and Information Security Officer</p>	<p>Ken Ketsdever</p>

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	<p>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>2. The Contractor must maintain certificates of completion on file and provide them to CDA upon request.</p>		
<p>Exhibit D Article XVIII.E</p>	<p>E. <u>Health Insurance Portability and Accountability Act (HIPAA)</u></p> <p>The Contractor agrees to comply with the privacy and security requirements of HIPAA to the extent applicable and to take all reasonable efforts to</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</p>	<p>Consistency of terminology, clarification of verbiage</p> <p>By CDA Legal Office, Privacy Officer and Information Security</p>	<p>Ken Ketsdever</p>

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	implement HIPAA requirements. The Contractor will make reasonable efforts to ensure that subcontractors comply with the privacy and security requirements of HIPAA.	the privacy and security requirements of HIPAA.	Officer	
Exhibit D Article XVIII.G	<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 http://Aging.ca.gov/Information Security and Privacy.</p>	<p>Consistency of terminology, clarification of reporting requirements and location of reporting process.</p> <p>By CDA Legal Office, Privacy Officer and Information Security Officer</p>	Ken Ketsdever
Exhibit D Article XVIII.H	<p>H. <u>Notification of Security Breach to Data Subjects</u></p> <p>1. Notice must be given by the Contractor or subcontractors to any data subject whose personal information could have been breached.</p>	<p>H. <u>Security Breach Notifications</u></p> <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</p>	<p>Consistency of terminology, clarification of Breach notification requirements and location of reporting and breach notification</p>	Ken Ketsdever

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	<p>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.</p> <p>3. Notice may be provided in writing, electronically, or by substitute notice in accordance with State law, regulation, or policy.</p>	<p>breached in accordance with HIPAA, the Information Practices Act of 1977, and State policy.</p>	<p>process.</p> <p>By CDA Legal Office, Privacy Officer and Information Security Officer</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>By CDA Legal Office, Privacy Officer and Information Security Officer</p>	<p>Ken Ketsdever</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 automated files and databases and ensure the availability of information assets for continued business. The Contractor shall ensure that any</p>	<p>J. <u>Electronic Backups</u></p> <p>The Contractor and its Subcontractors/Vendors, shall ensure that all electronic information is protected by performing regular backups of files and databases and ensure the availability of information assets</p>	<p>Consistency of terminology, clarification Electronic Backup requirements.</p> <p>By CDA Legal Office, Privacy Officer and Information Security</p>	<p>Ken Ketsdever</p>

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	portable electronic media used for backups is encrypted.	for continued business. The Contractor, and its Subcontractors/Vendors, shall ensure that all data, files and backup files are encrypted.	Officer	
Exhibit D Article XVIII.K	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.	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.	Consistency of terminology, By CDA Legal Office, Privacy Officer and Information Security Officer	Ken Ketsdever
Exhibit D ARTICLE XX A.1.	This group-needs assessment will serve as the basis for the Contractor's determination of "reasonable steps" and provide documentary evidence of compliance with Cal. Gov. Code § 11135 et seq.; 22 CCR 98000 to 98382.	This group-needs assessment will serve as the basis for the Contractor's determination of "reasonable steps" and provide documentary evidence of compliance with Cal. Gov. Code § 11135 et seq., 2 CCR 11140, 2 CCR 11200 et seq., and 22 CCR 98300 et seq.	Updating citation	Christian Margedant
Exhibit D ARTICLE XX B.1 & 3	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] 3. Based upon the findings of the group-needs assessment, the Contractor shall ensure that reasonable alternative communication services are available to	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] 3. Based upon the findings of the group-needs assessment, the Contractor shall ensure that reasonable alternative communication services are available to	Updating citation	Christian Margedant

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	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]	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	Christian Margedant
Exhibit D ARTICLE XX D.3.	3. The Contractor shall notify CDA immediately of a complaint alleging discrimination based upon a violation of State or federal law. [22 CCR 98211, 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	Christian Margedant
Exhibit E, Article.I.N-S	No current language	N. Contractor acknowledges that federal funds may not be expended for health benefits coverage that includes coverage of abortions, except where the abortion is due to a pregnancy that is the result of rape or incest, or in the case where a woman suffers from a physical disorder, physical injury, including life-endangering physical conditions caused by or arising from the pregnancy itself that would, as certified by a physician, place the woman in danger of death unless an abortion is performed. This does	New Department of Labor SCSEP Grant Terms and Conditions.	Michelle, Peggy Stadler, and Nicky Lambert

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		<p>not prohibit providing health benefits coverage for abortions when all funds for that specific benefit do not come from a federal source. Additionally, Contractor agrees that no federal funds may be provided to a local government if that local government subjects any institutional or individual health care entity to discrimination on the basis that the health care entity does not provide, pay for, provide coverage of, or refer for abortions.</p> <p>O. Contractor agrees to comply with the Flood Disaster Protection Act of 1973, and will not use federal funds to acquire, modernize or construct property in flood-prone communities, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within one year of identification.</p> <p>P. Contractor agrees that its employees and volunteers will not engage in severe forms of trafficking in persons during the period of time that the award is in effect, procure a commercial sex act, during the period of time</p>		
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		<ol style="list-style-type: none"> 1. A criminal proceeding 2. A civil proceeding that results in a monetary fine, penalty, reimbursement, restitution, or damages 3. An administrative proceeding that results in a monetary fine, penalty, reimbursement, restitution, or damages 4. Any other criminal, civil or administrative proceeding that could have resulted in a fine, penalty, reimbursement, restitution, or damages <p>S. Contractor agrees that the federal government shall have certain intellectual property rights in adherence with the Bayh-Dole Act (the Patent and Trademark Law Amendments Act) as codified at 37 CFR 401.3 and 401.14. These requirements describe the ownership of intellectual property rights and the government's non-exclusive, nontransferable, irrevocable, paid-up license to use any invention conceived or first actually reduced to practice</p>		
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		in the performance of work under this grant.		
Exhibit E, Article II. B.	The Contractor shall review Management Reports, monthly, in accordance with DOL requirements to ensure accuracy of data inputted into the WDCS.	The Contractor shall review SPARQ Management Reports, weekly, in accordance with DOL requirements to ensure accuracy of data entry into the WDCS (e.g., Participants Who Have Reached Durational Limit, Participant with Approved Break(s), Pending Follow-Ups Volunteerism Follow-Up, Participant Actions, etc.)	Added clarifying language.	Peggy Stadler