STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF AGING

CONTRACT SUMMARY OF CHANGES FOR AREA PLAN CONTRACT AP-2021

Section	Current Language in Existing Contract	New/Amended Language in New Contract	Reason for Change
Exhibit A Article I.B.1.	**Eligible Service Population** means individuals who are residents of long-term care facilities (i.e., nursing, skilled nursing, distinct part facilities, residential care facilities for the elderly, and other adult care homes similar to these facilities) regardless of their socio-economic status or area of residence. [OAA §§ 102(35), 321(a)(10); Welf. & Inst. Code § 9701(b),(e)]	**Eligible Service Population** means individuals who are residents of long-term care facilities (i.e., nursing, skilled nursing, distinct part facilities, residential care facilities for the elderly, and other adult care homes similar to these facilities), hereinafter referred to as residents, regardless of their socio-economic status or area of residence. [OAA §§ 102(35), 321(a)(10); Welf. & Inst. Code § 9701(b),(e)]	Clarification. We use the term "resident" throughout the terms and conditions when referring to residents of long-term care facilities.
Exhibit A Article I.B.5.	**Ombudsman Representative** means the volunteer or employee of the Local Ombudsman Program who is individually certified by the State Ombudsman in accordance with policies and procedures established by the State Ombudsman to serve as representative of the State Long-Term Care Ombudsman Program. [OAA §§ 711(5), 712(a)(5)(A); 45 CFR 1324.1; Welf. & Inst. Code § 9712.5]	**Ombudsman Representative** means the volunteer or employee of the Local Ombudsman Program who is individually certified by the State Ombudsman in accordance with policies and procedures established by the State Ombudsman to serve as a representative of the Office. [OAA §§ 711(5), 712(a)(5)(A); 45 CFR 1324.1; Welf. & Inst. Code § 9712.5]	Rephrasing for consistency with State and federal laws and regulations
Exhibit A Article I.B.6.	**State Long-Term Care Ombudsman Program** means the CDA program through which the functions and duties of OSLTCO are carried out, consisting	**State Long-Term Care Ombudsman Program** means the CDA program through which the functions and duties of OSLTCO are	Consistency with State and federal laws and regulations

CONTRACT SUMMARY OF CHANGES FOR AREA PLAN CONTRACT AP-2021

Section	Current Language in Existing Contract	New/Amended Language in New Contract	Reason for Change
	of the State Ombudsman, OSLTCO headed by the State Ombudsman, and the representatives of OSLTCO. [OAA § 712(a)(1)(B)] [45 CFR 1327.1] [Welf. & Inst. Code § 9700]	carried out, consisting of the State Ombudsman, OSLTCO headed by the State Ombudsman, and the representatives of the Office. [OAA § 712(a)(1)(B)] [45 CFR 1327.1] [Welf. & Inst. Code § 9700]	
Exhibit A Article II.B.3.	Identify, investigate, and seek to resolve complaints made by or on behalf of residents that relate to action, inaction, or decisions, that may adversely affect the health, safety, welfare, or rights of the residents. Complaint investigations shall be done in an objective manner to ascertain the pertinent facts. Findings shall be reported to the complainant. If a complaint is not investigated; the complainant shall be notified in writing of the decision not to investigate and the reasons for the decision. [OAA § 712(a)(5)(B)(iii)] [45 CFR 1324.19(a)(1)] [Welf. & Inst. Code §§ 9701(a), 9712.5(a)]	Identify, investigate, and seek to resolve complaints made by or on behalf of residents that relate to action, inaction, or decisions, that may adversely affect the health, safety, welfare, or rights of the residents. Regardless of the source of the complaint, Ombudsman representatives must support and maximize resident participation in the process of resolving the complaint. [OAA § 712(a)(5)(B)(iii)] [45 CFR 1324.19(a)(1), 1324.19(b)] [Welf. & Inst. Code §§ 9701(a), 9712.5(a)]	This language accurately reflects the requirements of federal regulations.
Exhibit A Article II.B.6	Witness advance health care directives and property transfers of more than $100 for residents of skilled nursing	Witness: a) Advance health care directives for residents of skilled nursing	Current language does not accurately reflect the property transfer witnessing

CONTRACT SUMMARY OF CHANGES FOR AREA PLAN CONTRACT AP-2021

Section	Current Language in Existing Contract	New/Amended Language in New Contract	Reason for Change
	facilities. [HSC 1289] [PC 4675, PC 4700 et seq.]	facilities [Probate Code 467500 b) Property transfers with a fair market value of more than $100 from residents in long-term health care facilities to owners, employees, agents, or consultants of facilities and their immediate families or representatives of public agencies operating in facilities and members of their immediate families. [HSC 1289]]	requirement in Health and Safety Code. PC 4700 et seq. describes requirements for advance health care directives, but Ombudsman witnessing requirements are in 4675.
Exhibit A Article II.B.8.	Represent the interests of residents before governmental agencies and seek administrative, legal, and other remedies to protect the health, safety, welfare, and rights and well-being of residents. [OAA § 712(a)(5)(B)(iv)] [45 CFR 1324.19(a)(4)] [Welf. & Inst. Code § 9712.5(e)]	Represent the interests of residents before governmental agencies and seek administrative, legal, and other remedies to protect the health, safety, welfare, and rights of residents. [OAA § 712(a)(5)(B)(iv)] [45 CFR 1324.19(a)(4)] [Welf. & Inst. Code § 9712.5(e)]	Remove “and well-being” This term is not used in the cited laws and regulations.
Exhibit A Article II.B.9.	Review, comment, and facilitate the ability of the public to comment on laws, regulations, policies, actions, and legislative bills that pertain to the rights and well-being of residents. [OAA § 712(a)(5)(B)(v)] [45 CFR 1324.19(a)(5)] [Welf. & Inst. Code § 9712.5(g)-(i)]	Review, comment, and facilitate the ability of the public to comment on proposed or existing laws, regulations, and other governmental policies and actions, that pertain to the rights and well-being of residents. [OAA § 712(a)(5)(B)(v)] [45 CFR	Rewording to be consistent with federal regulations.

CONTRACT SUMMARY OF CHANGES FOR AREA PLAN CONTRACT AP-2021

Section	Current Language in Existing Contract	New/Amended Language in New Contract	Reason for Change
		1324.19(a)(5)] [Welf. & Inst. Code § 9712.5(g)-(i)]	
Exhibit B Article I.A.2.	2. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with the California Department of Human Resources' (CalHR) rules and regulations. In State: • Mileage - http://www.calhr.ca.gov/employees/Pages/travel-personalvehicle.aspx • Per Diem (meals and incidentals) - http://www.calhr.ca.gov/employees/Pages/travel-meals.aspx • Lodging - http://www.calhr.ca.gov/employees/Pages/travel-lodgingreimbursement.aspx Out of State: http://www.calhr.ca.gov/employees/Pages/travel-out-ofstate.aspx This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by CDA,	2. Any reimbursement for authorized travel and per diem shall be at rates not to exceed those amounts paid by the State in accordance with the California Department of Human Resources' (CalHR) rules and regulations. In State: • Mileage/Per Diem (meals and incidentals)/Lodging https://www.calhr.ca.gov/employees/pages/travel-reimbursements.aspx Out of State: http://hrmanual.calhr.ca.gov/Home/ManualItem/1/2201 This is not to be construed as limiting the Contractor from paying any differences in costs, from funds other than those provided by CDA, between the CalHR rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the state of California shall be reimbursed unless prior written	Updated link CalHR consolidated to one link. Corrected citation

CONTRACT SUMMARY OF CHANGES FOR AREA PLAN CONTRACT AP-2021

Section	Current Language in Existing Contract	New/Amended Language in New Contract	Reason for Change
	between the CalHR rates and any rates the Contractor is obligated to pay under other contractual agreements. No travel outside the State of California shall be reimbursed unless prior written authorization is obtained from the State. [2 CCR 599.615 et seq.] The Contractor agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.	authorization is obtained from the State. [SCM 3.17.2.A(4)] The Contractor agrees to include these requirements in all contracts it enters into with subcontractors to provide services pursuant to this Agreement.	
Exhibit B Article III.D.	D. Area Plan Administration may be combined into one cost objective for purposes of documenting charges for salaries and wages funded from federal fund Titles III B, III C-1, III C-2, III E, and III C-1 and III C-2 General Fund administration allocations.	D. Area Plan Administration is comprised of federal funds from Title IIIB, III C-1, III C-2 and IIIE.	Budget Displays reflect Area Plan Administration under one Project.
Exhibit B Article IV.D.1.	1. The Contractor may transfer any or all administrative funds into program without restrictions for each funding source - Title III B, C-1, C-2, D & E. However, the Contractor shall not transfer	1. The Contractor may transfer any or all administrative funds into program without restrictions for each funding source - Title III B, C-1, C-2, and E. However, the	Remove Title IIID- there are no administrative funds for Title IIID

CONTRACT SUMMARY OF CHANGES FOR AREA PLAN CONTRACT AP-2021

Section	Current Language in Existing Contract	New/Amended Language in New Contract	Reason for Change
	funds designated for programs into administration.	Contractor shall not transfer funds designated for programs into administration line items.	
Exhibit B Article IV.D.2.	2. The Contractor may make one transfer of funds between budget line items for Title III B, C-1, C-2, D, and E programs for the first 3 month period of the contract period in accordance with the Budget Display in Exhibit B and one transfer of funds for the period beginning October 1. CDA will process the transfer if sufficient funds are made available.	Remove	Budget Displays no longer reflect a 3 month period and a 9 month period. Subsequent numbering to change
Exhibit B Article IV.H.	H. <u>Equipment</u> Equipment/Property with per unit cost of $500 or more requires justification and approval from CDA and must be included in its approved Area Plan Budget.	H. <u>Equipment</u> Equipment/Property with per unit cost over $5,000 or any computing devices, regardless of cost requires justification from the Contractor and approval from CDA and must be included in its approved Area Plan Budget.	PM 20-05 – CDA increased dollar thresholds regarding justification, approval, and reporting of equipment/property being purchased using federal and/or state funds.
Exhibit D Article IV.	Should the Contractor or subcontractor begin work in advance of receiving	Should the Contractor or subcontractor begin work in advance	Although this term may be used in tax

CONTRACT SUMMARY OF CHANGES FOR AREA PLAN CONTRACT AP-2021

Section	Current Language in Existing Contract	New/Amended Language in New Contract	Reason for Change
	notice that this Agreement is approved, that work may be considered as having been performed at risk as a mere volunteer and may not be reimbursed or compensated.	of receiving notice that this Agreement is approved, that work may be considered as having been performed at risk as a volunteer and may not be reimbursed or compensated.	law, it is not a good fit in a contract for programs that heavily rely on volunteers to provide the contracted services. Removal of the word "mere" does not change the meaning of the provision.
Exhibit D Article VII.B.1.	1. Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least $500 (a desktop or laptop setup, is considered a unit, if purchased as a unit).	1. Has a normal useful life of at least one (1) year and has a unit acquisition cost of at least $5,000 (a desktop or laptop setup, is considered a unit, if purchased as a unit).	PM 20-05 – CDA increased dollar thresholds regarding justification, approval, and reporting of equipment/property being purchased using federal and/or state funds.
Exhibit D Article VII.E.	E. The contractor shall keep track of property purchased with funds from this Agreement, and submit to CDA a Property Acquisition Form (CDA 9023) for all property furnished or purchased by either the Contractor or the Subcontractor with funds awarded under the	E. The Contractor shall keep track of property purchased with funds from this Agreement that meet the requirements as defined in Exhibit D, Article VII, item B, and submit to CDA a Property Acquisition Form (CDA 9023) for all property furnished or	PM 20-05 – CDA increased dollar thresholds regarding justification, approval, and reporting of equipment/property being purchased using federal and/or state funds.

CONTRACT SUMMARY OF CHANGES FOR AREA PLAN CONTRACT AP-2021

Section	Current Language in Existing Contract	New/Amended Language in New Contract	Reason for Change
	terms of this Agreement, as instructed by the CDA. The Contractor shall certify their reported property inventory annually with the Closeout by completing the Program Property Inventory Certification (CDA 9024).	purchased by either the Contractor or the Subcontractor with funds awarded under the terms of this Agreement, as instructed by the CDA. The Contractor shall certify their reported property inventory annually with the Closeout by completing the Program Property Inventory Certification (CDA 9024), unless further restricted by Exhibit E, where applicable.	
Exhibit D Article XVIII.A.	Information Assets A. 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., public, confidential, sensitive	Information Assets A. 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., public,	PSCI is defined by CHHS and is adopted by CDA.

CONTRACT SUMMARY OF CHANGES FOR AREA PLAN CONTRACT AP-2021

Section	Current Language in Existing Contract	New/Amended Language in New Contract	Reason for Change
	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 and the Statewide Health Information Policy Manual. Information assets may be in hard copy or electronic format and may include but is not limited to: 1. Reports 2. Notes 3. Forms 4. Computers, laptops, cellphones, printers, scanners 5. Networks (LAN, WAN, WIFI) servers, switches, routers 6. Storage media, hard drives, flash drives, cloud storage 7. Data, applications, databases	confidential, sensitive and/or personal identifying information) herein referred to as Personal, Sensitive and Confidential Information (PSCI) 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 and the Statewide Health Information Policy Manual. Information assets may be in hard copy or electronic format and may include but is not limited to: 1. Reports 2. Notes 3. Forms 4. Computers, laptops, cellphones, printers, scanners 5. Networks (LAN, WAN, WIFI) servers, switches, routers 6. Storage media, hard drives, flash drives, cloud storage	

CONTRACT SUMMARY OF CHANGES FOR AREA PLAN CONTRACT AP-2021

Section	Current Language in Existing Contract	New/Amended Language in New Contract	Reason for Change
		7. Data, applications, databases	
Exhibit D Article XVIII.B.	B. Encryption of Computing Devices The Contractor, and its Subcontractors/Vendors, are required to use 128-Bit encryption for data collected under this Agreement that is including data stored on all computing devices (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers and backup media) and/or portable electronic storage media (including but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).	B. Encryption of Computing Devices The Contractor, and its subcontractors/Vendors, are required to use 128-Bit encryption for PSCI data that is collected and stored on all computing devices (including but not limited to, workstations, servers, laptops, personal digital assistants, notebook computers and backup media) and/or portable electronic storage media (including but not limited to, discs, thumb/flash drives, portable hard drives, and backup media).	PSCI is defined by CHHS and is adopted by CDA.
Exhibit D Article XVIII.C.1.	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.	1. The Contractor, and its Subcontractors/Vendors, shall ensure that all PSCI is protected from inappropriate or unauthorized access or disclosure in accordance with applicable laws, regulations and State policies.	PSCI is defined by CHHS and is adopted by CDA.

CONTRACT SUMMARY OF CHANGES FOR AREA PLAN CONTRACT AP-2021

Section	Current Language in Existing Contract	New/Amended Language in New Contract	Reason for Change
Exhibit D Article XVIII C.2.	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.	2. The Contractor, and its Subcontractors/Vendors, shall protect from unauthorized disclosure, PSCI such as names and other identifying information concerning persons receiving services pursuant to this Agreement, except for statistical information not identifying any participant.	PSCI is defined by CHHS and is adopted by CDA.
Exhibit D Article XVIII C.4.	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.	4. The Contractor, and its Subcontractors/Vendors, shall not use PSCI 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.	PSCI is defined by CHHS and is adopted by CDA.
Exhibit D Article XVIII D.1.	1. The Contractor's employees, Subcontractors/Vendors, and volunteers handling confidential, sensitive and/or personal identifying information must	1. The Contractor's employees, Subcontractors/Vendors, and volunteers handling PSCI must complete the required CDA Security Awareness	PSCI is defined by CHHS and is adopted by CDA. Update link

CONTRACT SUMMARY OF CHANGES FOR AREA PLAN CONTRACT AP-2021

Section	Current Language in Existing Contract	New/Amended Language in New Contract	Reason for Change
	complete the required CDA Security Awareness Training module located at https://www.aging.ca.gov/ProgramsProviders/#Resources within thirty (30) days of the start date of the Contract/Agreement, within thirty (30) days of the start date of any new employee, Subcontractor, Vendor or volunteer's employment and annually thereafter.	Training module located at https://aging.ca.gov/Information_security/ 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.	
Exhibit D Article XVIII F.	F. The Contractor shall sign and return an Information Integrity and Security Statement (CDA 1024) form with this Agreement. This is to ensure that the Contractor is aware of, and agrees to comply with, their obligations to protect CDA information assets from unauthorized access and disclosure.	F. The Contractor shall sign and return an Information Integrity and Security Statement (CDA 1024) form with this Agreement. This is to ensure that the Contractor is aware of, and agrees to comply with, their obligations to protect CDA information assets, including PSCI, from unauthorized access and disclosure.	PSCI is defined by CHHS and is adopted by CDA.
Exhibit D Article XVIII H.	H. Notice must be given by the Contractor, and/or its Subcontractors/Vendors to anyone whose confidential, sensitive and/or personal identifying information could	H. Notice must be given by the Contractor, and/or its Subcontractors/Vendors to anyone whose PSCI could have been breached in accordance with HIPAA, the	PSCI is defined by CHHS and is adopted by CDA.

CONTRACT SUMMARY OF CHANGES FOR AREA PLAN CONTRACT AP-2021

Section	Current Language in Existing Contract	New/Amended Language in New Contract	Reason for Change
	have been breached in accordance with HIPAA, the Information Practices Act of 1977, and State policy.	Information Practices Act of 1977, and State policy.	
Exhibit E Article I.B.2.	2. The Local Ombudsman Program, , its governing board members, representatives of the Local Ombudsman Program, OSLTCO, and members of their immediate families shall be free of actual and perceived conflicts of interest. [OAA § 712(f)(1)(B); 45 CFR 1324.21]	2. The Local Ombudsman Program, its governing board members, representatives of the Local Ombudsman Program, OSLTCO, and members of their immediate families shall be free of actual and perceived conflicts of interest. [OAA § 712(f)(1)(B); 45 CFR 1324.21]	Correcting typographical error
Exhibit E Article II.E.1.	1. Data entry for quarterly NORS reports must be completed no later than one month following the end of the reporting quarter (i.e., October 31, January 31, April 30, and July 31). Upon request, aggregate data sent to the corresponding AAA.	1. Data entry for quarterly NORS reports must be completed no later than one month following the end of the reporting quarter (i.e., October 31, January 31, April 30, and July 31). Upon request, aggregate data may be sent to the corresponding AAA.	Replacing inadvertently omitted words
Exhibit E Article V.D.	D. If the Contractor fails to provide and implement the Transition Plan as required above, the Contractor agrees to implement a Transition Plan submitted by	D. If the Contractor fails to provide and implement the Transition Plan as required above, the Contractor agrees to implement a Transition Plan	The authority for approving the transition plan resides with the State Ombudsman.

CONTRACT SUMMARY OF CHANGES FOR AREA PLAN CONTRACT AP-2021

Section	Current Language in Existing Contract	New/Amended Language in New Contract	Reason for Change
	the CDA to the Contractor. This Transition Plan may utilize State Certified Ombudsman Representatives from either the terminating Subcontractor or from a neighboring Local Ombudsman Program.	submitted by the State Ombudsman to the Contractor. This Transition Plan may utilize State Certified Ombudsman Representatives from either the terminating Subcontractor or from a neighboring Local Ombudsman Program.	