THE INFORMATION IN THIS BOX IS NOT A PART OF THE CONTRACT AND IS FOR COUNTY USE ONLY

SAN BERNARDINO COUNTY

Contract Number
23-550 A-1

SAP Number

Department of Public Health

Department Contract Representative	Larry Lopez
Telephone Number	909-725-5426
Contractor	California Department of Public Health
Contractor Representative	Katie Gonzalez
Telephone Number	Not Available
Contract Term	July 1, 2023 through June 30, 2027
Original Contract Amount	$0
Amendment Amount	$0
Total Contract Amount	$0
Cost Center	9300081000
Grant Number (if applicable)	

Briefly describe the general nature of the contract:
Amendment No. 1 to non-financial Agreement No. 23-550 (State Agreement No. 23-10139 A1) with the California Department of Public Health, for Acquired Immune Deficiency Syndrome Drug Assistance Program and Pre-Exposure Prophylaxis Assistance Program enrollment services, updating the scope of work and other attachments, with no change to the agreement period of July 1, 2023 through June 30, 2027.

FOR COUNTY USE ONLY

Approved as to Legal Form	Reviewed for Contract Compliance	Reviewed/Approved by Department
►	►	► Janki Patel
Adam Ebright, Deputy County Counsel		Janki Patel, Acting Director
Date 07/13/2026	Date	Date 07/27/2026

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

SCO ID: 4265-2310139-A1

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED ____ PAGES

AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Number
23-10139	A1	

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME
California Department of Public Health

CONTRACTOR NAME
San Bernardino County

2. The term of this Agreement is:

START DATE
July 1, 2023

THROUGH END DATE
June 30, 2027

3. The maximum amount of this Agreement after this Amendment is:
$0 Zero Dollar
Non applicable - Contract based solely on usage

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

The amendment shall update the following:
I. Exhibit A Scope of Work is replaced its entirety; updating service location addresses, updating Section 4- project representatives, and updating exhibit references throughout Enrollment Site Requirements Table.
II. Updating Exhibit B -Exhibit Reference to Contractor's Release
III. Replacing Exhibit D (from 19 pages to 16) and F (from 13 to 16) with current versions.
IV. Removal of Exhibit I- Non-Discrimination Clause and Exhibit K- Information Systems Security Requirements for Projects (ISO/SR1) from contract.
V. Relabeling of Exhibits I, J, K, L, and M.
VI. Certain changes made in this amendment are shown as: Text additions are displayed in bold and underline. Text deletions are displayed as strike through text.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)
San Bernardino County

CONTRACTOR BUSINESS ADDRESS	CITY	STATE	ZIP
451 E. Vanderbilt Way Suite #200	San Bernardino	CA	92408

PRINTED NAME OF PERSON SIGNING	TITLE
Dawn Rowe	Chair, Board of Supervisors

CONTRACTOR AUTHORIZED SIGNATURE	DATE SIGNED
Dawn Rowe	AUG 04 2026

BOARD OF SUPERVISORS SAN BERNARDINO COUNTY

SIGNED AND CERTIFIED THAT A COPY OF THIS DOCUMENT HAS BEEN DELIVERED TO THE CHAIRMAN OF THE BOARD.
LYNNA MONELL
Clerk of the Board of Supervisors
of San Bernardino County
By _____ Deputy

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

SCO ID: 4265-2310139-A1

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED ____ PAGES

AGREEMENT NUMBER	AMENDMENT NUMBER	Purchasing Authority Number
23-10139	A1	

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME			
California Department of Public Health			
CONTRACTING AGENCY ADDRESS	CITY	STATE	ZIP
1616 Capitol Ave, Ste 74.262, MS 1802, POBox 997377	Sacramento	CA	95899
PRINTED NAME OF PERSON SIGNING	TITLE		
Javier Sandoval	Chief, Contracts Management Unit		
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE SIGNED		
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	EXEMPTION (If Applicable)		
	Exempt per OA Budget Act of 2026		

Exhibit A
Scope of Work

1) Service Overview

The California Department of Public Health (CDPH) works to protect the public's health in the Golden State and helps shapes positive health outcomes for individuals, families and communities and to advance the health and well-being of California's diverse people and the communities. The Contractor agrees to provide to the California Department of Public Health (CDPH) the services described herein: AIDS Drug Assistance Program (ADAP) and Pre-Exposure Prophylaxis Assistance Program (PrEP-AP) enrollment services, which includes ADAP's Medication Assistance Program and Health Insurance Assistance Programs, and the PrEP-AP.

California Health and Safety Code section (HSC §) §131019 designates the CDPH Office of AIDS (OA) as the lead agency within the state responsible for coordinating state programs, services and activities related to Human Immunodeficiency Virus (HIV) and acquired immunodeficiency syndrome (AIDS). HSC § 120972 establishes the PrEP-AP within OA. The ADAP Branch administers both ADAP for people living with HIV and AIDS in California, and PrEP-AP for HIV-negative individuals for the prevention of HIV.

2) Service Location

The services shall be performed at the following location(s):

- Ontario Health Center, 150 E. Holt Blvd., Ontario, CA 91761
- San Bernardino Health Center, ~~606 E. Mill Street, San Bernardino, CA 92415~~ **590 N. D Street, San Bernardino, CA, 92401**
- Hesperia Health Center, 16453 Bear Valley Road, Hesperia, CA 92345

3) Service Hours

The services shall be provided during normal Contractor working hours, Monday through Friday, excluding official state holidays and applicable County holidays.

4) Project Representatives

A. The project representatives during the term of this agreement will be:

Exhibit A
Scope of Work

California Department of Public Health	**San Bernardino County**
~~Sharisse Kemp, MSW~~ ~~ADAP Branch Chief~~ **Alicia Vargas** **Program Integrity & Ops Chief** Telephone: ~~(916) 296-4888~~ **279) 732-2346** E-mail: ~~sharisse.kemp~~**alicia.vargas**@cdph.ca.gov	Dawn Rowe Chair, Board of Supervisors Telephone: (909) 387-4855 E-mail: dawn.rowe@bos.sbcounty.gov

B. Direct all inquiries to:

California Department of Public Health	**San Bernardino County**
ADAP and PrEP-AP Eligibility Specialist P.O. Box 997426, MS 7704 Sacramento, CA 95899-7426 Telephone: (916) 445-5943 E-mail: PrEP.Support@cdph.ca.gov **CONTRACTS** E-mail: ADAPContracts@cdph.ca.gov **INVOICING** E-mail: ADAPInvoices@cdph.ca.gov **ADAP Call Center Data Processing Center (CCDPC)** Hours: Monday – Friday 8 a.m. to 5 p.m. Telephone: (844) 421-7050 Fax: (844) 421-8008	**SITE BUSINESS CONTACT** Dorothy Richardson, Clinic Operations Supervisor 150 E. Holt Blvd. Ontario, CA 91761 Telephone: (909) 458-9463 E-mail: Dorothy.richardson@dph.sbcounty.gov

C. All payments from CDPH to the Contractor; shall be sent to the following address:

Remittance Address

Exhibit A
Scope of Work

San Bernardino County

Attention "Cashier": Jonathan Pinedo, Accountant III

Address: 451 E. Vanderbilt Way, Suite 200, San Bernardino, CA 92408

Telephone: (909) 387-9188
E-mail: Jonathan.pinedo@dph.sbcounty.gov

D. Either party may make changes to the information in Section 4, Project Representatives, by giving written notice to the other party within 30 calendar days of the change. Said changes shall not require an amendment to this agreement but must be maintained as supporting documentation. Note: Remittance address changes will require the contractor to submit a completed CDPH 9083 Governmental Entity Taxpayer ID Form or STD 204 Payee Data Record Form and the STD 205 Payee Data Supplement which can be requested from and submitted to the CDPH Project Representative for processing.

5) Services to be Performed

Refer to Exhibit AI "Definitions of Terms" to review definitions of acronyms and other contract related terms and references.

The Contractor Shall:

Exhibit A
Scope of Work

Enrollment Site Requirements	Timeline	Responsible Party	Performance Measure and/or Deliverables
A.1. ES Business Contact Requirement			
i. Maintain an Enrollment Site (ES) Business Contact to ensure compliance with the requirements of this contract agreement on behalf of the ES and facilitate required information exchange between the ES, CDPH/OA, and CDPH/OA's online ADAP Enrollment System (AES).	Throughout the life of the contract.	ES Administrator	ES Business Contact name and information must be identified in Exhibit A, Section 4B. Provide written notice to the assigned CDPH/OA Advisor and the Contracts contact immediately regarding any changes.
A.2. Nondiscrimination Requirements			
i. ~~Comply with the provisions as stated in the "Nondiscrimination Clause (STD 17A)" Exhibit I.~~ **Comply with the provisions as stated in Section 10, "Non-discrimination Clause" of the General Terms and Condition (GTC 2/2025).** The ES shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, sex, or sexual orientation.	Throughout the life of the contract.	ES Administrator ES Equal Employment Officer (EEO)	ES Administrator and/or EEO Officer name and contact information must be identified in Exhibit A, Section 4A.
A.3. Information Privacy and Security Requirements			
All personnel conducting enrollment services under this agreement must abide by all applicable laws and CDPH/OA guidelines regarding confidentiality of client eligibility files and protected health information (PHI) when accessing or submitting client data.			

Exhibit A
Scope of Work

Enrollment Site Requirements	Timeline	Responsible Party	Performance Measure and/or Deliverables
i. Ensure compliance with the provisions as stated in the "HIPAA Business Associate Addendum (CDPH HIPAA BAA ~~9-22~~**2026**)" Exhibit F.	Throughout the life of the contract. Contractor shall also continue to extend the protections of these provisions to PHI upon termination or expiration of the agreement until its return or destruction.	ES Business Contact	Notify the assigned CDPH/OA Advisor immediately by phone call plus email when a potential breach has occurred. Enrollment Workers (EWs) may be deactivated if more than two potential breaches occur within a calendar year. An ES may be deactivated if potential breaches are committed by more than two EWs in a calendar year.
ii. Ensure that all EWs employed by or volunteering at the ES are issued/assigned an Agency email address. **To ensure client confidentiality, ES staff are prohibited from using a personal email address (i.e., gmail, yahoo, etc.) for CDPH/OA-related correspondence.*	At the time of ES activation and throughout the life of the contract.	ES Administrator ES Business Contact	Verified when EW email address is provided to the assigned CDPH/OA Advisor.
iii. Ensure compliance with the provisions as stated in the applicable "ADAP & PrEP-AP Notice of Privacy Practices," Exhibits G and H, and ensure that the notice(s) is posted at the ES.	Throughout the life of the contract.	ES Administrator ES Business Contact	Indicate compliance on the "Security Requirements, Protections, and Confidentiality Checklist" Exhibit ~~M~~**K**, Attachment I. CDPH/OA will verify via visual observation during site visits.

Exhibit A
Scope of Work

Enrollment Site Requirements	Timeline	Responsible Party	Performance Measure and/or Deliverables
iv. Review and sign the Agreement by Employee/Contractor to Comply with "Confidentiality Requirements (~~CDPH 8720~~**8689**)", Exhibit ~~O~~**M**, Attachment III.	At the time of ES/EW activation and annually thereafter.	ES Administrator ES Business Contact ES Managers/ Supervisors ES EW(s)	Submit completed form CDPH ~~8720~~**8689** via the AES for each staff.
v. Ensure that only certified EWs have access to client eligibility file information, unless otherwise authorized by law. ** Please refer to the Confidentiality Tables and Information Flows to determine the information sharing requirements that pertain to your ES: https://partners.cdph.ca.gov/sites/ADAPEnrollmentWorkers/*	Throughout the life of the contract.	ES Administrator ES Business Contact	Notify the assigned CDPH/OA Advisor immediately by phone call plus email when a potential breach has occurred.
vi. EWs are required to ask a minimum of three security questions when confirming client identity from an incoming phone call prior to disclosing any PHI.	Throughout the life of the contract.	ES Business Contact ES EW(s)	Notify the assigned CDPH/OA Advisor immediately by phone call plus email when a potential breach has occurred.
vii. EWs are prohibited from disclosing and must employ reasonable measures to protect their EW identification (ID), AES password, or any other identifier/ passcode which may compromise client confidentiality.	Throughout the life of the contract.	ES Business Contact ES EW(s)	Notify the assigned CDPH/OA Advisor immediately by phone call plus email when a potential breach has occurred.
viii. EWs may be in a shared space with other staff that do not conduct business related to PrEP-AP. Ensure client information is maintained confidentially and securely. This can be done by:	Throughout the life of the contract.	PrEP-AP Contact and PrEP-AP EW(s)	Notify the assigned CDPH/OA Advisor immediately by phone call plus email or fax when a potential breach has occurred.

Exhibit A
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Enrollment Site Requirements	Timeline	Responsible Party	Performance Measure and/or Deliverables
a. Ensuring PrEP-AP client files are always securely maintained b. Organizing workspace to avoid mixing PrEP-AP and non-PrEP-AP files c. Locking computer screen when leaving laptop or work area			
ix. ES must conduct client enrollment in a space that ensures client confidentiality and security, without interruptions. This includes: a. Ensuring clients are not overheard during an enrollment b. Ensuring no interruptions during the client enrollment c. Enrolling only one client at a time d. In an enclosed room, with door and lock	Throughout the life of the contract.	Site Contacts and Site EW(s)	Notify the assigned CDPH/OA Advisor immediately by phone call plus email or fax when a potential breach has occurred.
A.4. ES Information Technology/Equipment Requirements			
i. Ensure onsite software and hardware maintenance, internet access and equipment and the ability to scan and upload applicant/client eligibility documents to the AES secure enrollment system.	By the go-live date and then throughout the life of the contract.	ES Administrator ES Business Contact	All client enrollments must occur electronically via the AES secure enrollment system.
ii. The use of desktop computers, laptop computers, or other handheld electronic devices for enrollment services must adhere to requirements specified in the "HIPAA Business Associate Addendum (CDPH HIPAA BAA ~~9-22~~ **2026**)", Exhibit F.	By the go-live date and then throughout the life of the contract.	ES Business Contact	Indicate compliance on the "Security Requirements, Protections, and Confidentiality Checklist", Exhibit ~~M~~**K**, Attachment I.
iii. Ensure that fax machines, printers, scanners, and any other resource equipment that are used to upload and submit client applications or receive	By the go-live date and then throughout the	ES Business Contact	Indicate compliance on the "Security Requirements, Protections, and Confidentiality

Exhibit A
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Enrollment Site Requirements	Timeline	Responsible Party	Performance Measure and/or Deliverables
correspondence which may include confidential client information are located in a secure area.	life of the contract.		Checklist", Exhibit ~~M~~K, Attachment I. CDPH/OA will verify via visual observation during site visits.
iv. Ensure use of CDPH-required Multi-Factor Authentication (MFA) when connecting to the AES, such as the Strong Authentication Methods identified in Section 17 of the "CDPH ISO/SR1", Exhibit K, or comparable methods. MFA accounts must be individual and unique, not shared by other persons or devices.	By the go-live date and then throughout the life of the contract.	ES Business Contact	Indicate compliance on the "Security Requirements, Protections, and Confidentiality Checklist", Exhibit ~~M~~K, Attachment I.
v. Sites must proactively communicate any information technology systems changes to ADAP/PrEP-AP that may affect the AES client or enrollment worker access. These changes may include new or revised infrastructure, such as migration to Office 365, Windows 11, etc.; changes to email handling software; or changes to email addresses such as domain name change.	At least 10 days prior to intended implementation of planned changes. No later than 10 days after unscheduled changes are implemented	Authorized Site Administrator and/or Site IT Contact	Submit notice of technology systems changes to: ADAPcontracts@cdph.ca.gov. Within the notice, include operating days/hours of impact, affected systems and parties (ex.: users/sites/clients), and who should be contacted if CDPH/OA has questions
A.5. Quality Requirements			
i. Perform an assessment of service capacity, to confirm that ES staffing is adequate in relation to patient volume. Capacity assessments should be constructed from reasonable projections based on historical enrollments.	By the go-live date.	ES Administrator ES Business Contact	Email a copy of the Service Capacity Assessment to your assigned CDPH/OA Advisor.

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Enrollment Site Requirements	Timeline	Responsible Party	Performance Measure and/or Deliverables
ii. In order to ensure adequate service capacity and to maintain a high degree of customer service, ES are required to be adequately staffed during 95% of all service hours identified in Section 3 to provide assistance to clients via in-person appointments, secure e-mails, or over the telephone. Clients seeking PrEP must be provided assistance within one business day. Clients seeking PEP must be provided assistance as soon as possible, not exceeding 4 hours from time of inquiry.	Throughout the life of the contract.	ES Administrator ES Business Contact	Failure to maintain adequate service levels may result, at minimum, in CDPH/OA transitioning clients to a neighboring ES.
iii. ES is required to notify CDPH/OA by email at least 2 business days in advance of any known or planned staff absences or site closures (temporary or otherwise) that may impact client services.	Throughout the life of the contract.	ES Administrator ES Business Contact	Notify the assigned CDPH/OA Advisor by email.
iv. ES is required to develop a Contingency Plan for Client Services in the event that the ES has inadequate EW coverage, unplanned closures, or an inability to see clients for any time period of more than 4 hours during normal business hours.	Throughout the life of the contract.	ES Administrator ES Business Contact	Email a copy of the Contingency Plan for Client Services to your assigned CDPH/OA Advisor. The plan must include how and to what neighboring ES clients will be redirected.
v. Contracted EW and ES will be held to quality standards and metrics as communicated to the site by the CDPH/OA advisor. CDPH/OA will conduct secondary review on applications. Applications with errors will be considered defective and will count against the performance level of the EW and ES. EW and ES quality will be factored by dividing the number of defective applications by the total number of applications processed.	Throughout the life of the contract.	ES Administrator ES Business Contact	Any continuously deficient EW or ES may be deactivated and precluded from performing CDPH/OA enrollment services. CDPH/OA will continuously monitor performance levels throughout the life of the contract.

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Scope of Work

Enrollment Site Requirements	Timeline	Responsible Party	Performance Measure and/or Deliverables
A.6. Conduct Requirements			
i. Contractors participating as an ES are required to conduct themselves with a high degree of professionalism and integrity. ES contractors are prohibited from receiving any financial compensation (including gifts or any other type of incentive) from pharmacies participating in OA's pharmacy benefits management network. ES contractors who also have pharmacies operating as a Temporary Coverage Enrollment Site (TCES) under the same legal umbrella must ensure separation of duties and reimbursements to avoid apparent conflicts of interest or patient steering. Additional examples of misconduct include, but are not limited to: i. Knowingly and willfully enrolling clients with inaccurate or false documentation.* ii. Acting as EW for, or entering AES information in regard to: self, spouse, registered domestic partner, immediate family, or household members. iii. Insubordination and/or non-compliance with CDPH/OA staff requests. iv. Verbal abuse or use of derogatory language. v. Unresponsiveness to CDPH/OA staff and/or client inquiries. vi. Conducting unauthorized off-site client enrollment.	Throughout the life of the contract.	ES Business Contact ES EW(s)	Notify the CDPH/OA Advisor when instances of misconduct are identified. The ES Business Contact may be required to submit a CAP. CDPH/OA staff will address occurrences of misconduct. EWs who engage in misconduct may be subject to temporary or permanent suspension of EW status.

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Enrollment Site Requirements	Timeline	Responsible Party	Performance Measure and/or Deliverables
vii. Transporting files contrary to, or in absence of, a written transportation plan approved by CDPH/OA. viii. Violating or otherwise not adhering to any requirement stipulated in this scope of work.			
** Knowingly providing inaccurate or false documentation may be in violation of various Penal Code laws and may be subject to violations of the California False Claims Act, which prohibits any person or entity from knowingly making or using a false statement or document to obtain money, property, or services from the State. (See California Government Code section 12650 et. seq.)*			
A.7. Training and Technical Assistance Requirements			
i. Ensure all new EWs have successfully completed new EW training provided by CDPH/OA prior to enrolling or re-certifying clients.	Throughout the life of the contract.	ES Business Contact	Report to the assigned CDPH/OA Advisor, site staff who will be registering for required EW trainings.
ii. Ensure all existing and new EWs complete training on the AES.	Throughout the life of the contract.	ES Business Contact	Report to the assigned CDPH/OA Advisor, site staff who will be registering for required EW trainings.
iii. Ensure compliance with the most recent requirements written in the "California State ADAP Guidelines," "California State PrEP-AP Guidelines" and CDPH/OA Management Memos.	Throughout the life of the contract.	ES Business Contact ES EW(s)	Report to the assigned CDPH/OA Advisor, site staff who will be registering for required EW trainings.
iv. Ensure existing EWs maintain active status by participating in required annual recertifying EW trainings and/or other required ad hoc trainings provided by CDPH/OA in order to maintain EW certification to continue conducting client enrollment functions.	Throughout the life of the contract.	ES Business Contact ES EW(s)	Notify EWs to recertify 30 days prior to the recertification end date.
v. Ensure the ES has representation/participation on all monthly CDPH/OA EW calls.	Throughout the life of the contract.	ES Business Contact	Must ensure ES participation for 90 percent of monthly calls. Must contact the CDPH/OA Advisor, if

Exhibit A
Scope of Work

Enrollment Site Requirements	Timeline	Responsible Party	Performance Measure and/or Deliverables
			unable to participate on a call to discuss the topics covered.
A.8. Enrollment Tracking Requirements			
i. Ensure all EWs are identified and have a site-specific EW ID number issued by the AES.	Throughout the life of the contract.	ES Business Contact	This site-specific EW ID number may only be used by the EW to whom it is assigned for enrollment activities at this site.
Report any changes in site specific EWs' status (e.g., job duties, relocation, separation, etc.) that will alter the EW(s) ability to enroll clients, including the need for de-activation of any EW ID numbers.	Within 24 hours of the identified change.	ES Business Contact	Report additions/deletions/ changes of EW(s) to the assigned CDPH/OA Advisor.
A.9. Transportation Plan Requirements			
i. Ensure that no client eligibility documentation, records, files, etc., will be transported to or from the ES.	To be maintained throughout the life of the contract.	ES Business Contact	See the "Document Transfer Plan", Exhibit ~~N~~L, Attachment II.
ii. Ensure that no client enrollment files will be transported until CDPH/OA provides written approval of the site's specific transportation plan. Exception to this restriction may be approved by CDPH/OA for the following reasons: i. Client disability; or, ii. Remote distance requires EW to meet with client outside of the ES; or, iii. The entire ES is moving to a new address/location.	30 days prior to the need for transporting any client enrollment documents/files	ES Business Contact	Submit a written request to the assigned CDPH/OA Advisor which justifies the necessity for transporting client enrollment document/files. The request must also identify the specific procedure to be followed to safeguard the confidentiality of the client documents being transported, as well as who will be responsible/ accountable for site's specific procedure(s). See

Exhibit A
Scope of Work

Enrollment Site Requirements	Timeline	Responsible Party	Performance Measure and/or Deliverables
			the "Document Transfer Plan", Exhibit ~~N~~L, Attachment II.
A.10. Administrative Requirements			
i. Notify the assigned CDPH/OA Advisor if the ES wishes to change from an open site (one which serves any individual who wishes to enroll) to a closed site (one which serves only agency-affiliated individuals) or vice versa.	Provide at least 30-days' notice for the requested change of status.	ES Business Contact	Written request to CDPH/OA Advisor is required (may be submitted by email).
ii. Notify the assigned CDPH/OA Advisor if the ES plans to no longer provide contracted client enrollment services.	At least 60 days prior to planned ES deactivation date.	ES Administrator ES Business Contact	Written Notification required (may be submitted by email) and submission of the "Document Transfer Plan", Exhibit ~~N~~L, Attachment II, to the site's designated CDPH/OA Advisor assuring the secure transfer of hard copy client files.
iii. Ensure that clients are made aware of, and have access to, the CDPH/OA program brochures and info sheets. Copies of the most recent brochures and info sheets must be located in an area of the ES that is visible to clients.	By the go-live date and then throughout the life of the contract.	ES Business Contact	CDPH/OA will verify, via review of the CDPH/OA Client Satisfaction Survey, and via visual observation during site visits.
A.11. ADAP Fiscal Requirements			
i. Ensure CDPH/OA funds are used exclusively to cover costs related to ADAP in accordance with HSC §120956(b).	Throughout the life of the contract. Within five business days of request.	ES Administrator ES Business Contact	Within five business days, upon request, submit to CDPH/OA for review budget and expense reports with sufficient detail to ensure compliance with Exhibit A, section 5.A.11.

Exhibit A
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Enrollment Site Requirements	Timeline	Responsible Party	Performance Measure and/or Deliverables
			In the event of an audit or upon request by CDPH/OA, ES must be able to adequately show that these contractual requirements have been met.
ii. Ensure compliance with the federal Health Resources and Services Administration Ryan White HIV/AIDS Program requirements, policies, and National Monitoring Standards.	Throughout the life of the contract. Within five business days of request.	ES Administrator ES Business Contact	Within five business days, upon request, submit to CDPH/OA for review budget and expense reports with sufficient detail to ensure compliance with Exhibit A, section 5.A.11. In the event of an audit or upon request by CDPH, ES must be able to adequately show that these contractual requirements have been met.
iii. Ensure funds received from CDPH/OA are not used for unallowable expenses as defined by the Ryan White National Monitoring Standards.	Throughout the life of the contract. Within five business days of request.	ES Administrator ES Business Contact	Within five business days, upon request, submit to CDPH/OA for review budget and expense reports with sufficient detail to ensure compliance with Exhibit A, section 5.A.11. In the event of an audit or upon request by CDPH, ES must be able to adequately show that these contractual requirements have been met.
A.12. PrEP-AP Fiscal Requirements			

Exhibit A
Scope of Work

Enrollment Site Requirements	Timeline	Responsible Party	Performance Measure and/or Deliverables
i. Ryan White funds are prohibited for the use of PrEP-AP enrollment services.	Throughout the life of the contract. Within 15 business days.	ES Administrator ES Business Contact	Within 15 business days, upon request, ES is required to submit documentation of all EWs performing PrEP enrollment with a budget detail indicating how each EW is funded.
ii. EWs who conduct PrEP-AP enrollment are precluded from being 100 percent funded by Ryan White funds.	Throughout the life of the contract. Within 15 business days.	ES Administrator ES Business Contact	Within 15 business days, upon request, ES is required to submit documentation of all EWs performing PrEP-AP enrollment with an itemized budget detail detailing how each EW is funded.
A.13. Auditing Requirements			
i. Facilitate CDPH/OA site visit requests, including but not limited to receiving or providing required documentation/information as requested by the assigned CDPH/OA Advisor. Act as liaison between the site, CDPH/OA Advisor, EW(s), and the Coordinator within the Local Health Jurisdiction (if applicable) regarding activities related to the site visit.	As needed during normal working hours throughout the life of the contract.	ES Administrator ES Business Contact	Within five business days, respond to written notifications and requests for information initiated by CDPH/OA personnel.
ii. Ensure that CDPH/OA staff, authorized CDPH/OA representatives and/or other state and federal agencies are granted access to all client eligibility files and any other documentation related to this contract agreement for audit purposes.	As needed during normal working hours throughout the life of the contract.	ES Administrator ES Business Contact	Within five business days, respond to written and in-person requests for client files made by CDPH/OA staff.
iii. Develop and submit required Corrective Action Plan (CAP) when required based on results of site	As needed.	ES Administrator	CAP is to be submitted to the assigned CDPH/OA Advisor by the timeframe identified in the

Exhibit A
Scope of Work

Enrollment Site Requirements	Timeline	Responsible Party	Performance Measure and/or Deliverables
visit/federal or state program audit of grievance reports filed against the EW or ES.		ES Business Contact	letter indicating the CAP is required.
iv. All client information must be uploaded securely to the AES. ES is not required to maintain paper-based client files for active clients. However, if the ES chooses to maintain existing hard copy client files/records, they must retain the documents for six years. Once these files have reached the retention timeframe, they may be destroyed. Continuing to maintain paper files is optional but must follow the document retention timeframe.	Throughout the life of the contract.	ES Business Contact	As needed, records will be made available to view within the timeframe provided by the federal or state auditors. At contract termination or expiration, documents containing PHI must be returned or retained in accordance with the "HIPAA Business Associate Addendum" (CDPH HIPAA BAA ~~9-22~~**2026**), Exhibit F.
A.14. Grievance Requirements			
i. Ensure that clients are made aware of, and have access to, the CDPH/OA grievance procedures and Medication and Insurance Assistance Programs Grievance Form as outlined in the California State ADAP/PrEP-AP Guidelines. Copies of the Medication and Insurance Assistance Programs Grievance Form must be located in an area of the ES that is visible to clients.	Upon initial and annual re-enrollments of ADAP clients and annual re-enrollment of PrEP-AP clients.	ES Business Contact ES EW(s)	CDPH/OA will verify, via review of the CDPH/OA Client Satisfaction Survey, and via visual observation during site visits. Indicate compliance on the "Security Requirements, Protections, and Confidentiality Checklist", Exhibit ~~M~~**K**, Attachment I.
ii. Upon client request, assist clients in the completion and submission of a Medication and Insurance Assistance Programs Grievance Form and related documents. Assistance may also include providing the mailing address and contact information for	As needed.	ES Business Contact ES EW(s)	Notify the CCDPC immediately if assistance is needed with the CDPH/OA grievance process.

Exhibit A
Scope of Work

Enrollment Site Requirements	Timeline	Responsible Party	Performance Measure and/or Deliverables
CDPH/OA Advisors and/or other CDPH/OA Contractors, and/or the submission of the completed grievance form and related documents to CDPH/OA.			
A.15. Performance Requirements			
i. EWs are required to vigorously pursue enrollment into health care coverage for which clients may be eligible (e.g., Medicaid, Medicare, employer-sponsored health insurance coverage, and/or other private health insurance) to comply with federal and state payer of last resort requirements. Exemptions apply for minor clients and clients with confidentiality concerns.	Throughout the life of the contract.	ES Business Contact ES EW(s)	Upon initial enrollment and annual re-enrollment. EWs are required to assess client's eligibility for other third-party coverage based on eligibility documents provided. All eligible individuals must apply.
ii. EWs are required to proactively conduct outreach to clients, by utilizing the AES dashboard to identify clients who have an eligibility expiration date within 30 days. EWs must document the client outreach in the case notes.	Throughout the life of the contract.	ES Business Contact ES EW(s)	Outreach attempts and any client interaction as a result of said outreach must be clearly documented in the client case notes available through AES.
iii. EWs are required to enroll eligible clients in the appropriate medication manufacturer assistance program when performing enrollment and re-enrollment to comply with payer of last resort requirements.	Throughout the life of the contract.	ES Business Contact ES EW(s)	Upon initial enrollment and annual re-enrollment. EWs are required to assess client's eligibility for medication manufacturer assistance program(s) based on eligibility documents provided. All eligible individuals must apply.
iv. If the ES is also a contracted clinical site in the PrEP-AP Clinical Provider Network, PrEP-AP EWs are required to perform a warm handoff to clients being clinically assessed for PrEP clinical eligibility after the	Throughout the life of the contract.	ES Business Contact PrEP-AP EW(s)	Activities must be clearly documented in the client case notes available through AES.

Exhibit A
Scope of Work

Enrollment Site Requirements	Timeline	Responsible Party	Performance Measure and/or Deliverables
client has been enrolled in the PrEP-AP and manufacturer assistance program.			
v. For clients who test HIV-positive when undergoing an initial assessment for PrEP clinical eligibility or who seroconvert while enrolled in the PrEP-AP, PrEP-AP EWs are required, **within forty-eight hours** of notification of HIV positive status, to: a) refer PrEP-AP clients to an authorized ADAP ES, or b) provide clients with contact information to the CCDPC to be linked to an ADAP ES	Throughout the life of the contract.	ES Business Contact PrEP-AP EW(s)	Activities must be clearly documented in the client case notes available through AES.

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

A. In no event shall the Contractor request reimbursement from the State for obligations entered into or for costs incurred prior to the commencement date or after the expiration of this Agreement.

B. For services satisfactorily rendered, and for which the Contractor has submitted all required forms and documentation, CDPH/OA/ADAP agrees to compensate the Contractor for actual services provided in accordance with the amounts specified in Exhibit B, Section 1.E., Amounts Payable.

C. Payments shall be processed by CDPH/OA/ADAP no later than the end of the quarter dates noted below.

First Quarter: July 1 – September 30
Payment no later than November 30

Second Quarter: October 1 – December 31
Payment no later than February 28

Third Quarter: January 1 – March 31
Payment no later than May 31

Fourth Quarter: April 1 – June 30
Payment no later than August 31

(FINAL) Supplemental: July 1 – June 30
Payment no later than August 31

D. Payments shall:

1) Be calculated based on current ADAP client enrollment data as provided by the ADAP Enrollment System (AES) to determine the number of ADAP services provided at each enrollment site.

2) Identify the payment period and/or performance period covered.

3) Itemize ADAP services for the payment period in the same level of detail as indicated in Section E Amounts Payable. Subject to the terms of this agreement, payment will only be made for those services expressly identified in this agreement as approved by CDPH/OA/ADAP.

E. Amounts Payable

Enrollment sites will be paid a fee for services performed, calculated on current client enrollment data as provided by AES to determine the number of program services provided at each enrollment site. Services must be complete with all required forms and verifying documentation.

Exhibit B
Budget Detail and Payment Provisions

The following documents and any subsequent updates are not attached but are incorporated herein and made a part hereof by this reference. CDPH will maintain on file, all documents referenced herein and any subsequent updates, as required by program directives. CDPH shall provide the Contractor with copies of said documents and any periodic updates thereto, under separate cover.

AIDS Drug Assistance Program Enrollment Site Fee for Service Pay Schedule, located at in the Reference Guides page listed as Enrollment Site Fee Schedule in the attached link below:
https://www.cdph.ca.gov/programs/cid/doa/pages/oa_adap_resourcespage.aspx

1. **Budget Contingency Clause**

   A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

   B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to Contractor to reflect the reduced amount.

2. **Prompt Payment Clause**

   Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

3. **Timely Submission of Final Invoice**

   A. Final payment shall be processed no more than sixty (60) calendar days following the expiration or termination date of this agreement, unless a later or alternate deadline is agreed to in writing by the program contract manager.

   B. CDPH/OA/ADAP shall make payment to the Contractor quarterly in arrears for costs associated with the provision of ADAP enrollment services at the ADAP Enrollment Site in the local health jurisdiction (LHJ), under this contract agreement. Payment to the Contractor will be contingent upon receipt and execution of this contract agreement and the provision of ADAP/PrEP-AP enrollment services (as verified by CDPH/OA/ADAP through the AES data).

   C. This contract agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or the State Legislature, which may affect the provisions, terms, or funding of this contract agreement in any manner.

   D. The Contractor is hereby advised of its obligation to submit to the state a completed copy of the **"Contractor's Release Form(Exhibit ~~L~~) J."**

Exhibit B
Budget Detail and Payment Provisions

4. Expense Allowability / Fiscal Documentation

A. Invoice(s) and/or claims accepted for payment by the State shall not be deemed evidence of allowable agreement costs.

B. Contractor shall maintain for review and audit by the state for three years and supply to CDPH upon request adequate documentation of all expenses claimed pursuant to this agreement to permit a determination of expense allowability.

C. If the allowability of an expense cannot be determined by the State because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed, and payment may be withheld by the State. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

5. Recovery of Overpayments

A. Contractor agrees that claims based upon the terms of this agreement or an audit finding and/or an audit finding that is appealed and upheld will be recovered by the State by one of the following options:

1. Contractor's remittance to the State of the full amount of the audit exception within 30 days following the State's request for re-payment.
2. A repayment schedule which is agreeable to both the State and the Contractor.

B. The State reserves the right to select which option as indicated above in paragraph A will be employed and the Contractor will be notified by the State in writing of the claim procedure to be utilized.

C. Interest on the unpaid balance of the audit finding or debt will accrue at a rate equal to the monthly average of the rate received on investments in the Pooled Money Investment Fund commencing on the date that an audit or examination finding is mailed to the Contractor, beginning 30 business days after Contractor's receipt of the State's demand for repayment.

D. If the Contractor has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached. If the Contractor loses the final administrative appeal, Contractor shall repay to the State the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the Contractor's first receipt of State's notice requesting reimbursement of questioned audit costs or disallowed expenses.

6. Travel and Per Diem Reimbursement

No travel shall be permitted under this agreement.

Exhibit D
Special Terms and Conditions

(For Subvention/Local Assistance Agreements)
Rev: 05-2025

The provisions herein apply to this Agreement unless the provisions are removed by reference, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the applicable conditions do not exist.

Index of Special Terms and Conditions

1. Procurement Rules	11. Officials Not to Benefit
2. Equipment Ownership / Inventory / Disposition	12. Prohibited Use of State Funds for Software
3. Subcontract Requirements	13. Contract Uniformity (Fringe Benefit Allowability)
4. Income Restrictions	14. Cancellation
5. Site Inspection	15. Executive Order N-6-22-Economic Sanctions
6. Intellectual Property Rights	
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1. Procurement Rules

(Applicable to all subvention aid/Local assistance contracts in which equipment, property, commodities and/or supplies are furnished by CDPH or expenses for said items are reimbursed with state or federal funds.)

a. **Equipment definitions**

Wherever the term equipment /property is used, the following definitions shall apply:

(1) **Major equipment/property**: A tangible or intangible item having a base unit cost of **$2,500 or more** with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.

(2) **Minor equipment/property**: A tangible item having a base unit cost of **less than $2,500** with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement.

b. **Government and public entities** (including state colleges/universities and auxiliary organizations), whether acting as a contractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through g of this provision. Paragraph c of this provision shall also apply, if equipment purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.

c. **Nonprofit organizations and commercial businesses**, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment and services related to such purchases for performance under this Agreement.

(1) Equipment purchases shall not exceed $50,000 annually.

To secure equipment above the annual maximum limit of $50,000, the Contractor shall make arrangements through the appropriate CDPH Program Contract Manager, to have all remaining equipment purchased through CDPH's Purchasing Unit. The cost of equipment purchased by or through CDPH shall be deducted from the funds available in this Agreement. Contractor shall submit to the CDPH Program Contract Manager a list of equipment specifications for those items that the State must procure. The State may pay the vendor directly for such arranged equipment purchases and title to the equipment will remain with CDPH. The equipment will be delivered to the Contractor's address, as stated on the face of the Agreement, unless the Contractor notifies the CDPH Program Contract Manager, in writing, of an alternate delivery address.

(2) All equipment purchases are subject to paragraphs d through g of this provision. Paragraph b of this provision shall also apply, if equipment purchases are delegated to subcontractors that are either a government or public entity.

(3) Nonprofit organizations and commercial businesses, shall use a procurement system that meets the following standards:

(a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer,

or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.

(b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.

(c) Procurements shall be conducted in a manner that provides for all of the following:

[1] Avoid purchasing unnecessary or duplicate items.

[2] Equipment solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.

[3] Take positive steps to utilize small and veteran owned businesses.

d. Unless waived or otherwise stipulated in writing by CDPH, prior written authorization from the appropriate CDPH Program Contract Manager will be required before the Contractor will be reimbursed for any purchase **exceeding** $2,500 or more for commodities, supplies, equipment, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by CDPH, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.

e. In special circumstances, determined by CDPH (e.g., when CDPH has a need to monitor certain purchases, etc.), CDPH may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. CDPH reserves the right to either deny claims for reimbursement or to request repayment for any Contractor purchase that CDPH determines to be unnecessary in carrying out performance under this Agreement.

f. The Contractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor at any time.

g. For all purchases, the Contractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor for inspection or audit.

2. Equipment Ownership / Inventory / Disposition

(Applicable to agreements in which equipment and/or property is furnished by CDPH and/or when said items are purchased or reimbursed with state)

a. Wherever the terms equipment and/or property are used in this provision, the definitions in provision 1, paragraph a., shall apply.

Unless otherwise stipulated in this Agreement, all equipment and/or property that are purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement shall be considered state equipment and the property of CDPH.

(1) CDPH requires the reporting, tagging and annual inventorying of all equipment and/or

property that is furnished by CDPH or purchased/reimbursed with funds provided through this Agreement.

Upon receipt of equipment and/or property, the Contractor shall report the receipt to the CDPH Program Contract Manager. To report the receipt of said items and to receive property tags, Contractor shall use a form or format designated by CDPH's Asset Management Unit. If the appropriate form (i.e., Contractor Equipment Purchased with CDPH Funds) does not accompany this Agreement, Contractor shall request a copy from the CDPH Program Contract Manager.

(2) If the Contractor enters into an agreement with a term of more than twelve months, the Contractor shall submit an annual inventory of state equipment and/or property to the CDPH Program Contract Manager using a form or format designated by CDPH's Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of CDPH-Funded Equipment) does not accompany this Agreement, Contractor shall request a copy from the CDPH Program Contract Manager. Contractor shall:

(a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).

(b) Submit the inventory report to CDPH according to the instructions appearing on the inventory form or issued by the CDPH Program Contract Manager.

(c) Contact the CDPH Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by CDPH's Asset Management Unit.

b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.

c. Unless otherwise stipulated, CDPH shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.

d. The Contractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.

(1) In administering this provision, CDPH may require the Contractor to repair or replace, to CDPH's satisfaction, any damaged, lost or stolen state equipment and/or property. Contractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the CDPH Program Contract Manager.

e. Unless otherwise stipulated by the program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, shall only be used for performance of this Agreement or another CDPH agreement.

f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor shall provide a final inventory report of equipment and/or property to the CDPH Program Contract Manager and shall, at that time, query CDPH as to the requirements, including the manner and method, of returning state equipment and/or property to CDPH. Final disposition of equipment

and/or property shall be at CDPH expense and according to CDPH instructions. Equipment and/or property disposition instructions shall be issued by CDPH immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, CDPH may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different CDPH agreement.

g. **Motor Vehicles**

(Applicable only if motor vehicles are purchased/reimbursed with agreement funds or furnished by CDPH under this Agreement.)

(1) If motor vehicles are purchased/reimbursed or furnished by CDPH under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor shall return such vehicles to CDPH and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to CDPH.

(2) If motor vehicles are purchased/reimbursed or furnished by CDPH under the terms of this Agreement, ***the State of California shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner***. The Contractor shall only use said vehicles for the performance under the terms of this Agreement.

(3) The Contractor agree that all operators of motor vehicles, purchased/reimbursed or furnished by CDPH under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.

(4) If any motor vehicle is purchased/reimbursed or furnished by CDPH under the terms of this Agreement, the Contractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's possession:

Automobile Liability Insurance

(a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of $1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, to the Contractor.

(b) The Contractor shall, as soon as practical, furnish a copy of the certificate of insurance to the CDPH Program Contract Manager. The certificate of insurance shall identify the CDPH contract or agreement number for which the insurance applies.

(c) The Contractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to CDPH.

(d) The Contractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.

(e) The Contractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:

[1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State.

[2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.

[3] The insurance carrier shall notify CDPH, in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to each agreement number for which the insurance was obtained.

(f) The Contractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by CDPH, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services shall be performed prior to obtaining said approval.

(g) In the event the Contractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, CDPH may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

3. Subcontract Requirements

(Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)

a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services exceeding $2,500 for any artices, supplies, equipment, or services. The Contractor shall obtain at least three competive quatations which should be submitted or adequate justification provided for the absence of bidding.

b. CDPH reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.

(1) Upon receipt of a written notice from CDPH requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by CDPH.

c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) exceeding $2,500 are subject to the prior review and written approval of CDPH.

d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by CDPH, make copies available for approval, inspection, or audit.

e. CDPH assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.

f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.

g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement and shall be the subcontractor's sole point of contact for all matters related to the performance and payment during the term of this Agreement.

h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"(*Subcontractor Name*) agrees to maintain and preserve, until three years after termination of (*Agreement Number*) and final payment from CDPH to the Contractor, to permit CDPH or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."

4. Income Restrictions

Unless otherwise stipulated in this Agreement, the Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Agreement shall be paid by the Contractor to CDPH, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by CDPH under this Agreement.

5. Site Inspection

The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Contractor or Subcontractor, the Contractor shall provide and shall require Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the services performed.

6. Intellectual Property Rights

a. Ownership

(1) Except where CDPH has agreed in a signed writing to accept a license, CDPH shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.

(2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how,

design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.

(a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.

(3) In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of CDPH's Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of CDPH's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of CDPH. **Except as otherwise set forth herein, neither the Contractor nor CDPH shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to CDPH, Contractor agrees to abide by all license and confidentiality restrictions applicable to CDPH in the third-party's license agreement.

(4) Contractor agrees to cooperate with CDPH in establishing or maintaining CDPH's exclusive rights in the Intellectual Property, and in assuring CDPH's sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to CDPH all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or CDPH and which result directly or indirectly from this Agreement or any subcontract.

(5) Contractor further agrees to assist and cooperate with CDPH in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce CDPH's Intellectual Property rights and interests.

b. Retained Rights / License Rights

(1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to CDPH, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and

dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.

(2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of CDPH or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

c. Copyright

(1) Contractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to CDPH to any work product made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.

(2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, shall include CDPH's notice of copyright, which shall read in 3mm or larger typeface: "© *[Enter Current Year e.g., 2014, etc.]*, Department of Public Health. This material may not be reproduced or disseminated without prior written permission from the Department of Public Health." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

d. Patent Rights

With respect to inventions made by Contractor in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, Contractor hereby grants to CDPH a license as described under Section b of this provision for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Contractor agrees to assign to CDPH, without additional compensation, all its right, title and interest in and to such inventions and to assist CDPH in securing United States and foreign patents with respect thereto.

e. Third-Party Intellectual Property

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining CDPH's prior written approval; and (ii) granting to or obtaining for CDPH, without additional compensation, a license, as described in Section b of this provision, for any of

Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon these terms is unattainable, and CDPH determines that the Intellectual Property should be included in or is required for Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to CDPH.

f. Warranties

(1) Contractor represents and warrants that:

(a) It is free to enter into and fully perform this Agreement.

(b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.

(c) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.

(d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.

(e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.

(f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to CDPH in this Agreement.

(g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

(h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.

(2) CDPH MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

g. Intellectual Property Indemnity

(1) Contractor shall indemnify, defend and hold harmless CDPH and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or

actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of CDPH's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. CDPH reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against CDPH.

(2) Should any Intellectual Property licensed by the Contractor to CDPH under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve CDPH's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to CDPH. CDPH shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for CDPH to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, CDPH shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

(3) Contractor agrees that damages alone would be inadequate to compensate CDPH for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges CDPH would suffer irreparable harm in the event of such breach and agrees CDPH shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

h. Survival

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

7. Prior Approval of Training Seminars, Workshops or Conferences

Contractor shall obtain prior CDPH approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media. This provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor in order to conduct routine business matters.

8. Confidentiality of Information

The Contractor and its employees, agents, or subcontractors shall:

a. Protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.

b. Not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.

c. Promptly transmit to the CDPH Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.

d. Not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than CDPH without prior written authorization from the CDPH Contract Manager, except if disclosure is required by State or Federal law.

e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

f. As deemed applicable by CDPH, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

9. Documents, Publications and Written Reports

(Applicable to agreements over $5,000 under which publications, written reports and documents are developed or produced. Government Code Section 7550.)

Any document, publication or written report (excluding progress reports, financial reports and normal contractual communications) prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts or agreements and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds $5,000.

10. Dispute Resolution Process

a. A Contractor grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Contractor and CDPH, the Contractor must seek resolution using the procedure outlined below.

(1) The Contractor should first informally discuss the problem with the CDPH Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state

the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.

(2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.

b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).

c. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.

d. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Contract Manager.

e. There are organizational differences within CDPH's funding programs, and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the CDPH Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

11. Officials Not to Benefit

No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this Agreement if made with a corporation for its general benefits.

12. Prohibited Use of State Funds for Software

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

13. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, CDPH sets forth the following policies, procedures, and guidelines regarding the reimbursement of fringe benefits.

a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.

b. As used herein, fringe benefits do not include:

(1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.
(2) Director's and executive committee member's fees.
(3) Incentive awards and/or bonus incentive pay.
(4) Allowances for off-site pay.
(5) Location allowances.
(6) Hardship pay.
(7) Cost-of-living differentials

c. Specific allowable fringe benefits include:

(1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.

d. To be an allowable fringe benefit, the cost must meet the following criteria:

(1) Be necessary and reasonable for the performance of the Agreement.
(2) Be determined in accordance with generally accepted accounting principles.
(3) Be consistent with policies that apply uniformly to all activities of the Contractor.

e. Contractor agrees that all fringe benefits shall be at actual cost.

f. Earned/Accrued Compensation

(1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See section f (3)(a) below for an example.

(2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.

(3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.

(a) **Example No. 1:**

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a one year agreement. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of an agreement, the Contractor during a one-year budget period may only claim up to three weeks of vacation and twelve days of sick leave as actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the Agreement are not an allowable cost.

(b) **Example No. 2:**
If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

(c) **Example No. 3:**
If during a single year agreement, John Doe works fifty weeks and used one week of vacation and one week of sick leave and all fifty-two weeks have been billed to CDPH, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

14. Cancellation

A. This agreement may be cancelled by CDPH **without cause** upon 30 calendar days advance written notice to the Contractor.

B. CDPH reserves the right to cancel or terminate this agreement immediately for cause. The Contractor may submit a written request to terminate this agreement only if CDPH substantially fails to perform its responsibilities as provided herein.

C. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of this agreement.

D. Agreement termination or cancellation shall be effective as of the date indicated in CDPH's notification to the Contractor. The notice shall stipulate any final performance, invoicing or payment requirements.

E. Upon receipt of a notice of termination or cancellation, the Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent agreement costs.

F. In the event of early termination or cancellation, the Contractor shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this agreement.

15. **Executive Order N-6-22 - Economic Sanctions**

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to

Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Exhibit F
HIPAA Business Associate Addendum

I. Recitals

A. The underlying contract (Agreement), to which this HIPAA Business Associate Addendum (Addendum) is attached to and made a part of, has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the HITECH Act), 42 U.S.C. section 17921 et seq., and their implementing privacy and security regulations at 45 CFR Parts 160 and 164 (the HIPAA regulations).

B. The California Department of Public Health (CDPH) wishes to Disclose to _____ (Business Associate) certain information pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (PHI), including Protected Health Information in electronic media (ePHI), under federal law, and Personal Information (PI) under state law.

C. As set forth in the Agreement, Business Associate is acting on CDPH's behalf and provides services, arranges, performs or assists in the performance of functions or activities on behalf of CDPH and creates, receives, maintains, transmits, Uses or Discloses CDPH PHI or PI. CDPH and Business Associate are each a party to the Agreement and are collectively referred to as the "parties."

D. The purpose of this Addendum is to protect the privacy and security of the CDPH PHI and PI that may be created, collected, maintained, stored, transmitted, Used or Disclosed pursuant to the Agreement, and to comply with certain standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations, including, but not limited to, the requirement that CDPH must enter into a contract containing specific requirements with Business Associate prior to the Disclosure of PHI and PI to Business Associate, as set forth in the HIPAA regulations and the HITECH Act.

E. The terms used in this Addendum, but not otherwise defined, shall have the same meanings as those terms have in the HIPAA regulations. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.

II. Order of Precedence

A. With respect to privacy and security requirements for all PHI and PI, the terms and conditions of this Addendum shall take precedence over any conflicting terms or conditions set forth in any other part of the Agreement between Business Associate and CDPH, including the Scope of Work, all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.

III. Definitions

A. The following terms: Breach, Business Associate, Covered Entity, Electronic Health Record, Privacy Rule, Security Rule, and Unsecured PHI, have the same meaning definitions given to them under HIPAA, the HITECH ACT and/or HIPAA regulations.

B. Designated Record Set means the group of records maintained for CDPH that includes medical, dental, and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for CDPH health plans; or those records used to make decisions about individuals on behalf of CDPH.

C. Disclosure means the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the information.

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D. Electronic Protected Health Information (ePHI) means individually identifiable health information transmitted by electronic media or maintained in electronic media, including but not limited to electronic media as set forth under 45 CFR Part 160.103.

E. Individually Identifiable Health Information means health information, including demographic information collected from an individual, that is created or received by a health care provider, health plan, employer or health care clearinghouse, and relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual, that identifies the individual or where there is a reasonable basis to believe the information can be used to identify the individual, as set forth under 45 CFR Part 160.103.

F. Personal Information or PI means information that directly identifies or uniquely describes an individual (either independently or in combination with other information); meets the definition set forth in California Civil Code section 1798.3 or 1798.29; or is protected from Disclosure under applicable state or federal law.

G. Protected Health Information or PHI means Individually Identifiable Health Information that is transmitted by electronic media, maintained in electronic media, or is transmitted or maintained in any other form or medium, as set forth in 45 CFR Part 160.103.

H. Required by law means a mandate contained in law that compels an entity to make a Use or Disclosure of PHI or PI that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information; and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.

I. Secretary means the Secretary of the U.S. Department of Health and Human Services (HHS) or the Secretary's designee.

J. Security Incident means an attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of CDPH PHI or PI; successful unauthorized access, Use, Disclosure, modification, or destruction of confidential information, that is essential to the ongoing operation of Business Associate's organization and intended for internal Use; or interference with system operations in an information system. The term "Security Incident" shall not include pings and other broadcast attacks on Business Associate's firewall, port scans, unsuccessful log-on attempts, denials of service or any combination of the above, so long as no such incident results in any defeat or circumvention of Business Associate's IT security infrastructure or in any unauthorized access to, or Use, or Disclosure of, PHI or PI.

K. Use means sharing, employment, application, utilization, examination, or analysis of information.

L. Workforce Member(s) means an employee, contractor, agent, volunteer, trainee, or other person whose conduct, in the performance of work for Business Associate, is under the direct control of Business Associate, whether or not they are paid by Business Associate. Pursuant to state policy, Workforce Member(s) must only be located within the continental United States.

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IV. Terms of Agreement

A. Permitted Uses and Disclosures of PHI and PI by Business Associate

Permitted Uses and Disclosures. Except as otherwise indicated in this Addendum, Business Associate may Use or Disclose CDPH PHI and PI only to perform functions, activities, or services specified in the Agreement , for, or on behalf of CDPH, provided that such Use or Disclosure would not violate the HIPAA regulations, if done by CDPH. Any such Use or Disclosure must, to the extent practicable, be restricted to a limited PHI and PI dataset, as defined in 45 CFR section 164.514(e)(2), or, if needed, to the minimum necessary, as defined in 45 CFR section 164.514(d), to accomplish the intended purpose of such Use or Disclosure, in compliance with the HITECH Act and any guidance issued pursuant to such Act, and the HIPAA regulations.

1. ***Specific Use and Disclosure Provisions***. Except as otherwise indicated in this Addendum, Business Associate may:

   a. ***Use and Disclose for Management and Administration***. Use and Disclose CDPH PHI and PI for the proper management and administration of Business Associate provided that such Disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will remain confidential and will be Used or further Disclosed only as required by law or for the purpose for which it was Disclosed to the person, and the person notifies Business Associate of any instances of which it is aware that the confidentiality of the information has been Breached.

   b. ***Provision of PHI and PI Aggregation Services***. Use CDPH PHI or PI to provide aggregation services to CDPH. PHI and PI aggregation means the combining of PHI and PI created or received by Business Associate on behalf of CDPH with PHI and PI received by Business Associate in its capacity as Business Associate of another Covered Entity, to permit PHI and PI analyses that relate to the health care operations of CDPH.

B. Prohibited Uses and Disclosures of PHI and PI by Business Associate

1. Business Associate shall not Disclose CDPH PHI or PI about an individual to a health plan for payment or health care operations purposes if the CDPH PHI and PI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full and the individual requests such restriction, in accordance with 42 U.S.C. section 17935(a) and 45 CFR section 164.522(a)(1)(vi).

2. Business Associate shall not directly or indirectly receive remuneration in exchange for CDPH PHI or PI, except with the prior written consent of CDPH and as permitted by 42 U.S.C. section 17935(d)(2).

3. Business Association shall not Use or Disclose CDPH PHI or PI related or potentially related to reproductive health care except as permitted by and in accordance with 45 CFR sections 164.502(a)(5)(iii) and 164.509 and the California Reproductive Privacy Act at California Health and Safety Code section 123460 et., seq.

C. Responsibilities of Business Associate

Business Associate agrees:

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1. ***Nondisclosure***. Not to Use or Disclose CDPH PHI or PI other than as permitted or required by the Agreement or as required by law.

2. ***Safeguards***. To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of the CDPH PHI and PI, including ePHI, that it creates, receives, maintains, stores, Uses, or transmits on behalf of CDPH, in compliance with 45 CFR Parts 164.308, 164.310 and 164.312, and to prevent Use or Disclosure of CDPH PHI and PI other than as provided for by the Agreement. Business Associate shall implement reasonable and appropriate policies and procedures to comply with the standards, implementation specifications, and other requirements of 45 CFR Part 164, subpart C, in compliance with 45 CFR Part 164.316. Business Associate shall develop and maintain a written information privacy and security program that includes administrative, technical, and physical safeguards appropriate to the size and complexity of Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section IV(C)(3), Security, below. Business Associate shall provide CDPH with Business Associate's current and updated policies within five (5) business days of a request by CDPH for the policies.

3. ***Security***. To take all steps reasonably necessary to ensure the continuous security, confidentiality, integrity, and availability of all systems and devices holding, processing, or transporting CDPH PHI or PI, and to protect physical documents containing CDPH PHI or PI. These steps shall include, at a minimum:

   a. Complying with all CDPH PHI and PI system security precautions listed in Attachment A, Business Associate CDPH PHI and PI Data Security Standards;

   b. Achieving and maintaining compliance with the HIPAA Security Rule (45 CFR Parts 160 and 164), as necessary in conducting operations on behalf of CDPH under the Agreement;

   c. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget in OMB Circular No. A-130, Appendix III - Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in federal agencies;

   d. In case of a conflict between any of the security standards contained in any of these enumerated sources of security standards, the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to CDPH PHI and PI from unauthorized Disclosure. Further, Business Associate must comply with changes to these standards that occur after the effective date of the Agreement; and

   e. Business Associate shall designate a Security Officer to oversee its compliance with this Addendum and to communicate with CDPH on matters concerning this Addendum.

D. ***Mitigation of Harmful Effects***. To mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of CDPH PHI or PI by Business Associate or its subcontractors in violation of the requirements of this Addendum.

E. ***Business Associate's Agents, Subcontractors, Independent Consultants, and Vendors***.

1. To enter into written agreements with any agents, subcontractors, independent consultants, and vendors, with respect to CDPH PHI or PI Disclosed to Business Associate, or collected, created, maintained, stored, transmitted, or Used by Business Associate for or on behalf of CDPH, that impose restrictions and conditions at least as stringent as those herein on such agents, subcontractors, independent consultants,

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and vendors that apply to Business Associate with respect to such CDPH PHI and PI under this Addendum, and that comply with all applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations.

2. In accordance with 45 CFR section 164.504(e)(1)(ii) & (iii), upon Business Associate's knowledge of a material breach or violation by its subcontractor of the agreement between Business Associate and the subcontractor, Business Associate shall:

   a. Provide an opportunity for the subcontractor to cure the breach, end the violation, or terminate the agreement if the subcontractor does not cure the breach or end the violation within the time specified by CDPH; or

   b. Immediately terminate the agreement if the subcontractor has breached a material term of the agreement and curing the breach is not possible.

F. ***Availability of Information to CDPH and Individuals.*** To provide access and information:

1. To provide access as CDPH may require, and in the time and manner designated by CDPH (upon reasonable notice and during Business Associate's normal business hours) to CDPH PHI and PI in a Designated Record Set, to CDPH (or, as directed by CDPH), to an individual, in accordance with 45 CFR Part 164.524. Business Associate shall use the forms and processes developed by CDPH for this purpose and shall respond to requests for access to records transmitted by CDPH within fifteen (15) calendar days of receipt of the request by producing the records or verifying that there are none.

2. If Business Associate maintains an Electronic Health Record with CDPH PHI and PI, and an individual requests a copy of such information in an electronic format, Business Associate shall provide such information in an electronic format to enable CDPH to fulfill its obligations under the HITECH Act, including but not limited to, 42 U.S.C. section 17935(e).

3. If Business Associate receives PHI or PI from CDPH that was provided to CDPH by the Social Security Administration, upon request by CDPH, Business Associate shall provide CDPH with a list of all employees, contractors, and agents who have access to the Social Security PHI or PI, including employees, contractors and agents of its subcontractors and agents.

G. ***Amendment of CDPH PHI and PI.*** Business Associate shall make any amendment(s) to CDPH PHI or PI in its possession that CDPH directs or agrees to, pursuant to 45 CFR Part 164.526 and, as applicable, Civil Code 1798.35, in the time and manner designated by CDPH.

H. ***Internal Practices.*** To make Business Associate's internal policies, procedures, systems, and records relating to the Use and Disclosure of PHI and PI received from CDPH or created or received by Business Associate on behalf of CDPH, available to CDPH or to the Secretary in a time and manner designated by CDPH or by the Secretary, for purposes of determining CDPH's compliance with the HIPAA regulations. If any information needed for this purpose is in the exclusive possession of any other entity or person and the other entity or person fails or refuses to furnish the information to Business Associate, Business Associate shall so certify to CDPH and shall set forth the efforts it made to obtain the information.

I. ***Documentation of Disclosures.*** To document and make available to CDPH (or at the direction of CDPH) to an individual such Disclosures of CDPH PHI or PI, and information related to such Disclosures, necessary to respond to a proper request by the subject individual for an accounting of Disclosures of CDPH PHI or PI, in accordance with the HITECH Act and its implementing regulations, including but not limited to 45 CFR Part 164.528 and 42 U.S.C. section 17935(c) and, as applicable, Civil Code section 1798.25. If Business Associate maintains Electronic Health Records for CDPH, Business Associate must provide an accounting of Disclosures,

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excluding those Disclosures for treatment, payment, or health care operations. If Business Associate acquires Electronic Health Records for CDPH, Business Associate must provide an accounting of Disclosures, including those Disclosures for treatment, payment, or health care operations, effective with Disclosures on or after the date the Electronic Health Record is acquired. The electronic accounting of Disclosures shall be for Disclosures during the six (6) years prior to the request for an accounting.

J. ***Breaches and Security Incidents.*** During the term of the Agreement, Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any Breach or Security Incident, and to take the following steps:

1. ***Notice to CDPH.*** Business Associate shall notify CDPH **immediately by telephone and email** upon the discovery of a Breach of unsecured CDPH PHI or PI in electronic media or in any other media if the CDPH PHI or PI was, or is reasonably believed to have been, accessed or acquired by an unauthorized person, or upon the discovery of a suspected Security Incident that involves PHI or PI provided to CDPH by the Social Security Administration. Business Associate shall notify CDPH **within twenty-four (24) hours by email** of the discovery of any Security Incident of CDPH PHI or PI in violation of the Agreement and this Addendum, or potential loss of confidential CDPH PHI or PI affecting the Agreement. If a law enforcement agency determines the notification of a Breach or Security Incident will impede a criminal investigation, the notification required by this section shall be made to CDPH immediately after the law enforcement agency determines such notification will not compromise the investigation. Notification shall be provided to the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer, using the contact information listed in Section IV(J)(6) below. If the Breach or Security Incident is discovered after business hours or on a weekend or holiday and involves CDPH PHI or PI in electronic or computerized form, notification to CDPH shall be provided by calling the CDPH Information Security Office at the telephone number listed in Section IV(J)(6), below. For purposes of this Section, Breaches and Security Incidents shall be treated as discovered by Business Associate as of the first day on which such Breach or Security Incident is known to Business Associate, or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach if such Breach is known, or by exercising reasonable diligence, would have been known, to any person who is a Workforce Member(s) or agent of Business Associate, other than the person committing the Breach.

   Business Associate shall take:

   a. prompt action to immediately investigate such Breach or Security Incident;

   b. prompt corrective action to mitigate any risks or damages involved with the Breach or Security Incident and to protect the operating environment; and

   c. any action pertaining to a Breach required by applicable state and federal laws and regulations.

2. ***Investigation of Breach and Security Incidents.*** Business Associate shall immediately investigate such Breach or Security Incident. As soon as the information is known and subject to the legitimate needs of law enforcement, Business Associate shall inform the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:

   a. what data elements were involved, and the extent of the data Disclosure or access involved in the Breach, including, specifically, the number of individuals whose PHI or PI was Breached;

   b. a description of the unauthorized persons known or reasonably believed to have improperly Used the CDPH PHI or PI and/or a description of the unauthorized persons known or reasonably believed to have

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improperly accessed or acquired the CDPH PHI or PI, or to whom it is known or reasonably believed to have had the CDPH PHI or PI improperly Disclosed to them;

c. a description of where the CDPH PHI or PI is believed to have been improperly Used or Disclosed;

d. a description of the probable and proximate causes of the Breach or Security Incident; and

e. whether any state or federal laws requiring individual notifications of Breaches were triggered.

3. ***Written Report(s)***. Business Associate shall provide an initial written report(s) to the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Information Security Officer as soon as practicable after the discovery of the Breach or Security Incident, and as further requested, usually upon the completion of an internal investigation. The report(s) shall include, but not be limited to, the information specified above, as well as an assessment of all known factors relevant to a determination of whether a Breach occurred under applicable provisions of HIPAA, the HITECH Act, the HIPAA regulations and/or state law. The report(s) shall also include a detailed corrective action plan, including information on measures that were taken to halt and/or contain the Breach or Security Incident, and measures to be taken to prevent the recurrence or further Disclosure of CDPH PHI or PI regarding such Breach or Security Incident.

4. ***Notification to Individuals***. If notification to individuals whose information was Breached is required under state or federal law, and regardless of whether Business Associate is considered only a custodian and/or non-owner of the CDPH PHI or PI, Business Associate shall, at its sole expense, and at the sole election of CDPH, either:

   a. make notification to the individuals affected by the Breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal Breach notice laws. Business Associate shall inform the CDPH Privacy Officer of the time, manner, and content of any such notifications prior to the transmission of such notifications to the individuals; or

   b. cooperate with and assist CDPH in its notification (including substitute notification) to the individuals affected by the Breach.

5. ***Reporting of Breaches.*** If the cause of a Breach of CDPH PHI or PI is attributable to Business Associate or its agents, subcontractors or vendors, Business Associate is responsible for all required reporting of the Breach as specified in 42 U.S.C. section 17932 and its implementing regulations, including notification to media outlets and to the Secretary. If a Breach of unsecured CDPH PHI or PI involves more than five hundred (500) residents of the State of California or its jurisdiction, Business Associate shall, at its sole expense, and at the sole election of CDPH either:

   a. make notification to the Secretary of the Breach. (If Business Associate has reason to believe duplicate reporting of the same Breach or incident may occur because its subcontractors, agents or vendors may report the Breach to CDPH in addition to Business Associate, Business Associate shall notify CDPH, and CDPH and Business Associate may take appropriate action to prevent duplicate reporting); or

   b. cooperate with and assist CDPH in its notification to the Secretary.

6. ***CDPH Contact Information.*** To direct communications to the above referenced CDPH staff, the Business Associate shall initiate contact as indicated herein. CDPH reserves the right to make changes to the contact

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information below by giving written notice to the Business Associate. Said changes shall not require an amendment to this Addendum or the Agreement to which it is incorporated.

CDPH Program Contract Manager	CDPH Privacy Officer	CDPH Information Security Officer
See the Scope of Work exhibit for Program Contract Manager	Privacy Officer Privacy Office Office of Legal Services California Dept. of Public Health P.O. Box 997377, MS 0506 Sacramento, CA 95899-7377 Email: privacy@cdph.ca.gov Telephone: (877) 421-9634	Chief Information Security Officer Information Security Office California Dept. of Public Health P.O. Box 997413, MS 6302 Sacramento, CA 95899-7413 Email: cdph.infosecurityoffice@cdph.ca.gov Telephone: (855) 500-0016

K. ***Due Diligence.*** Business Associate shall exercise due diligence and shall take reasonable steps to ensure that it remains in compliance with this Addendum and is in compliance with applicable provisions of HIPAA, the HITECH Act, and the HIPAA regulations, and that its agents, subcontractors and vendors are in compliance with their obligations as required by this Addendum.

L. ***Sanctions and/or Penalties***. Business Associate understands that a failure to comply with the provisions of HIPAA, the HITECH Act, and the HIPAA regulations that are applicable to Business Associate may result in the imposition of sanctions and/or penalties on Business Associate under HIPAA, the HITECH Act, and the HIPAA regulations.

V. Obligations of CDPH

CDPH agrees to:

A. ***Notice of Privacy Practices***. Provide Business Associate with the Notice of Privacy Practices that CDPH produces in accordance with 45 CFR Part 164.520, as well as any changes to such notice.

B. ***Permission by Individuals for Use and Disclosure of PHI and PI***. Provide Business Associate with any changes in, or revocation of, permission by an individual to Use or Disclose CDPH PHI and PI, if such changes affect Business Associate's permitted or required Uses and Disclosures.

C. ***Notification of Restrictions***. Notify Business Associate of any restriction to the Use or Disclosure of CDPH PHI and PI that CDPH has agreed to in accordance with 45 CFR Part 164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of CDPH PHI and PI.

D. ***Requests Conflicting with HIPAA Rules***. Not request Business Associate Use or Disclose CDPH PHI and PI in any manner that would not be permissible under the HIPAA regulations if done by CDPH.

VI. Audits, Inspection and Enforcement

A. CDPH may inspect the policies, procedures, systems, and records of Business Associate as it may relate to CDPH, to monitor compliance with the Agreement and this Addendum. Business Associate shall promptly remedy any violation of any provision of this Addendum and shall certify the same to the CDPH Program Contract Manager, CDPH Privacy Officer, and CDPH Information Security Officer in writing. The fact that CDPH

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inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibility to comply with this Addendum, nor does CDPH's:

1. Failure to detect; or

2. Detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices constitute acceptance of such practice or a waiver of CDPH's enforcement rights under the Agreement and this Addendum.

B. If Business Associate is the subject of an audit, compliance review, or complaint investigation by, the U.S. Office of Civil Rights or the U.S. Department of Health and Human Services, that is related to the performance of its obligations pursuant to this Addendum, Business Associate shall notify CDPH and provide CDPH with a copy of any CDPH PHI or PI that Business Associate concurrently provides to the Office of Civil Rights or the U.S. Department of Health and Human Services. Any civil penalties assessed by a government entity due to an audit or investigation of Business Associate will be the Business Associate's responsibility in accordance with 42 U.S.C. section 17934(c).

VII. ***Requests for CDPH PHI or PI by Third Parties***. Business Associate, its Workforce Member(s), or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for Disclosure of any CDPH PHI or PI requested by third parties to the Agreement (except from an individual for an accounting of Disclosures of the individual's Personal Information pursuant to applicable state or federal law), including but not limited to, requests under the California Public Records Act, subpoenas, or court orders, unless prohibited from doing so by applicable state or federal law.

VIII. Termination

A. ***Term.*** The Term of this Addendum shall commence as of the effective date of the Agreement and shall extend beyond the termination of the Agreement and shall terminate when all the CDPH PHI and PI provided by CDPH to Business Associate or created or received by Business Associate on behalf of CDPH, is destroyed or returned to CDPH, in accordance with 45 CFR section 164.504(e)(2)(ii)(J).

B. ***Termination for Cause by CDPH.*** In accordance with 45 CFR section 164.504(e)(1)(ii), upon CDPH's knowledge of a material breach or violation of this Addendum by Business Associate, CDPH shall:

1. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Agreement if Business Associate does not cure the breach or end the violation within the time specified by CDPH; or

2. Immediately terminate the Agreement if Business Associate has breached a material term of this Addendum and cure is not possible.

3. CDPH may terminate the Agreement if Business Associate is found guilty of a criminal violation of HIPAA. CDPH may terminate the Agreement if a finding or stipulation is made, in any administrative or civil proceeding in which Business Associate is a party or has been joined, that Business Associate has violated a material standard or requirement of HIPAA, or other health information privacy law with respect to PHI created, received, maintained, or transmitted on behalf of CDPH pursuant to the Agreement or this Addendum. Prior to termination based on such finding or stipulation, CDPH shall consider the circumstances, and consider efforts made by Business Associate to remedy the condition which resulted in such finding or stipulation, including but not limited to Business Associate's Corrective Action Plan (CAP) if a CAP is required.

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C. ***Termination for Cause by Business Associate***. In accordance with 42 U.S.C. section 17934(b) of the HITECH Act and to the extent required by the HIPAA regulations, if Business Associate knows of a material breach or violation by CDPH of this Addendum, it shall take the following steps:

1. Provide an opportunity for CDPH to cure the breach or end the violation and terminate the Agreement if CDPH does not cure the breach or end the violation within the time specified by Business Associate; or

2. Immediately terminate the Agreement if CDPH has breached a material term of the Addendum and cure is not possible.

D. ***Judicial or Administrative Proceedings***. Business Associate will notify CDPH if it is named as a defendant in a criminal proceeding for a violation of HIPAA or named in any administrative or civil proceeding in which Business Associate is a party or has been joined, which alleges that Business Associate has violated a material standard or requirement of HIPAA, or other health information privacy law with respect to PHI or PI created, received, maintained, or transmitted on behalf of CDPH.

E. ***Return or Destruction of CDPH PHI and PI on Expiration or Termination***. Upon expiration or termination of the Agreement for any reason, Business Associate shall securely return or destroy all CDPH PHI and PI received from CDPH (or created or received by Business Associate on behalf of CDPH) that Business Associate still maintains in any form and shall retain no copies of such CDPH PHI and PI except for copies of CDPH PHI and PI created pursuant to automatic IT back-up and disaster recovery procedures. If return or destruction is not feasible, Business Associate shall provide a written explanation to the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer, using the contact information listed in Section IV(J)(6), above. This provision shall apply to CDPH PHI and PI that is in the possession of subcontractors or agents of Business Associate.

1. *Retention Required by Law.* If required by state or federal law, Business Associate may retain, after expiration or termination, CDPH PHI and PI for the time specified as necessary to comply with the law.

2. *Obligations Continue Until Return or Destruction.* Business Associate's obligations under this Addendum shall continue until Business Associate returns or destroys the CDPH PHI and PI or returns the CDPH PHI and PI; provided, however, that on expiration or termination of the Agreement between Business Associate and CDPH, Business Associate shall not further Use or Disclose the CDPH PHI and PI except as required by state or federal law.

3. *Notification of Election to Destroy CDPH PHI and PI.* If Business Associate elects to destroy the CDPH PHI and PI, Business Associate shall certify in writing, to the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer, using the contact information listed in Section IV(J)(6), above, that the CDPH PHI and PI has been securely destroyed. The notice shall include the date and type of destruction method used.

IX. Miscellaneous Provisions

A. ***Disclaimer***. CDPH makes no warranty or representation that compliance by Business Associate with this Addendum, HIPAA, or the HIPAA regulations will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized Use or Disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of CDPH PHI and PI.

B. ***Amendment***. The parties acknowledge that state and federal laws relating to electronic PHI and PI security and privacy are rapidly evolving and that amendment of this Addendum may be required to provide for

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procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations, and other applicable laws relating to the security or privacy of PHI and PI. Upon CDPH's request, Business Associate agrees to promptly enter negotiations with CDPH concerning an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable laws. CDPH may terminate the Agreement upon thirty (30) days written notice in the event:

1. Business Associate does not promptly enter negotiations to amend this Addendum when requested by CDPH pursuant to this section; or

2. Business Associate does not enter into an amendment providing assurances regarding the safeguarding of PHI and PI that CDPH in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations, and other applicable laws relating to the security or privacy of PHI and PI.

C. ***Assistance in Litigation or Administrative Proceedings.*** Business Associate shall make itself and any subcontractors, Workforce Member(s), or agents assisting Business Associate in the performance of its obligations under the Agreement, available to CDPH at no cost to CDPH to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against CDPH, its directors, officers, or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inactions or actions by Business Associate, except where Business Associate or its subcontractor, employee, or agent is a named adverse party.

D. ***No Third-Party Beneficiaries.*** Nothing express or implied in the terms and conditions of this Addendum is intended to confer, nor shall anything herein confer, upon any person other than CDPH or Business Associate and its respective successors or assignees, any rights, remedies, obligations, or liabilities whatsoever.

E. ***Interpretation***. The terms and conditions in this Addendum shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the HIPAA regulations, and applicable state laws. The parties agree that any ambiguity in the terms and conditions of this Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, the HIPAA regulations, and applicable state laws.

F. ***Regulatory References***. A reference in the terms and conditions of this Addendum to a section in the HIPAA regulations means the section as in effect or as amended.

G. ***Survival.*** If Business Associate does not return or destroy the CDPH PHI and PI upon completion or termination of the Agreement, the respective rights and obligations of Business Associate under Sections IV(C) and IV(J), of this Addendum shall survive the completion or termination of the Agreement between Business Associate and CDPH.

H. ***No Waiver of Obligations***. No change, waiver, or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

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Attachment A
Business Associate CDPH PHI and PI Data Security Standards

I. Personnel Controls

A. ***Workforce Member(s) Training and Confidentiality.*** Before being allowed access to CDPH PHI and PI, all Business Associate's Workforce Member(s) who will be granted access to CDPH PHI and PI must be trained in their security and privacy roles and responsibilities under HIPAA and as set forth in the Agreement and in this Addendum at Business Associate's expense and must sign a confidentiality Use statement indicating they will not improperly Use or Disclose the CDPH PHI and PI to which they have access. Training must be on an annual basis. Acknowledgments of completed training and confidentiality statements, which have been signed and dated by Workforce Member(s) must be retained by the Business Associate for a period of six (6) years following contract termination. Business Associate shall provide the acknowledgements within five (5) business days to CDPH, if requested.

B. ***Workforce Member(s) Discipline.*** Appropriate discipline, including termination of employment where appropriate, must be applied against Workforce Member(s) who fail to comply with Business Associate's privacy policies and procedures, acceptable Use agreements, or any other provisions of these requirements. Business Associate has sole discretion to determine the type and degree of discipline taken.

C. ***Workforce Member(s) Assessment.*** Before being permitted access to CDPH PHI and PI, Business Associate must ensure there is no indication its Workforce Member(s) present a risk to the security or integrity of CDPH PHI and PI. Business Associate shall retain the Workforce Member(s)' assessment documentation for a period of three (3) years following contract termination.

II. Technical Security Controls

A. ***Encryption.***

- All desktop computers and mobile computing devices must be encrypted, in accordance with CDPH Cryptographic Standards or using the latest FIPS 140 validated cryptographic modules.
- All electronic files that contain CDPH PHI and PI must be encrypted when stored on any removable media type device (such as USB thumb drives, CD/DVD, tape backup, etc.), in accordance with CDPH Cryptographic Standards or using the latest FIPS 140 validated cryptographic modules.
- CDPH PHI and PI must be encrypted during data in-transit and at-rest on all public telecommunications and network systems, and at all points not in the direct ownership and control of the Department, in accordance with CDPH Cryptographic Standards or using the latest FIPS 140 validated cryptographic modules.

B. ***Server Security.*** Servers containing unencrypted CDPH PHI and PI must have sufficient local and network perimeter administrative, physical, and technical controls in place to protect the CDPH information asset, based upon a current risk assessment/system security review.

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C. ***Minimum Necessary.*** Only the minimum amount of CDPH PHI and PI required to complete an authorized task or workflow may be copied, downloaded, or exported to any individual device.

D. ***Antivirus Software.*** Business Associate shall employ automatically updated malicious code protection mechanisms (anti-malware programs or other physical or software-based solutions) at its network perimeter and at workstations, servers, or mobile computing devices to continuously monitor and take actions against system or device attacks, anomalies, and suspicious or inappropriate activities.

E. ***Patch Management.*** All devices that process or store CDPH PHI and PI must have a documented patch management process. Vulnerability patching for Common Vulnerability Scoring System (CVSS) "Critical" severity ratings (CVSS 9.0 – 10.0) shall be completed within forty-eight (48) hours of publication or availability of vendor supplied patch; "High" severity rated (CVSS 7.0- 8.9) shall be completed within seven (7) calendar days of publication or availability of vendor supplied patch; all other vulnerability ratings (CVSS 0.1 – 6.9) shall be completed within thirty (30) days of publication or availability of vendor supplied patch.

All custom-built software (first-party code) that processes CDPH PCI must adhere to a documented vulnerability remediation process. Security vulnerabilities with "Very High" severity ratings must be remediated or mitigated within thirty (30) calendar days of identification; those with "High" severity ratings must be addressed within forty-five (45) calendar days; and "Medium" severity ratings must be completed within sixty (60) calendar days. Vulnerabilities classified as "Low" or "Very Low" severity shall be resolved as resources permit.

Exceptions to these timelines are acceptable when a Business Associate's ISO/PO approved mitigation is in place that eliminates the identified vulnerability.

F. ***User Identification and Access Control.*** All Business Associate Workforce Member(s) must have a unique local and/or network user identification (ID) to access CDPH PHI and PI. To access systems/applications that store, process, or transmit CDPH PHI and PI, it must comply with CDPH risk-based approach aligned with:

i. NIST SP 800-63B (Digital Identity Guidelines),
ii. FIPS 199 (Standards for Security Categorization)

The strength of the MFA authenticator must be reviewed and approved by the CDPH Information Security Office (ISO) based on:

i. The Authenticator Assurance Level (AAL) as defined in NIST SP 800-63B, and CDPH requires a minimum level-2 (AAL2), but where feasible, higher-assurance authenticators (e.g., app-based authenticators, hardware tokens, or passkeys) are encouraged;

	AAL 2	AAL 3
Permitted Authenticator Types	• MF cryptographic • MF out-of-band • MF OTP • Password or biometric comparison plus: - SF cryptographic - Look-up secret - Out-of-band - SF OTP	• MF cryptographic • SF cryptographic plus: • Password • Biometric comparison

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ii. The FIPS 199 security categorization of the system or data;
iii. The threat environment and CDPH's risk tolerance.

G. ***CDPH PHI and PI Destruction.*** When no longer required for business needs or legal retention periods, all electronic and physical media holding CDPH PHI and PI must be purged from Business Associate's systems and facilities using the appropriate guidelines for each media type as described in the prevailing "National Institute of Standards and Technology – Special Publication 800-88" – "Media Sanitization Decision Matrix."

H. ***Reauthentication.*** Business Associate's computing devices holding or processing CDPH PHI and PI must comply with the reauthentication requirement, in which a session must be terminated (e.g., logged out) when the specified time is reached.

	AAL 2	AAL 3
Reauthentication	12 hours – Fix Period of Time, regardless user activity; 30 minutes inactivity May use one of the authenticators to reauthenticate	12 hours – Fix Period of Time regardless user activity; 15 minutes inactivity Must use both authenticators to reauthenticate

In addition, reauthentication of individuals is required in the following situations:

- When authenticators change
- When roles change
- When the execution of privileged function occurs (e.g., performing a critical transaction)

I. ***Warning Banners.*** During a user log-on process, all systems providing access to CDPH PHI and PI must display a warning banner stating that the CDPH PHI and PI is confidential, system and user activities are logged, and system and CDPH PHI and PI Use is for authorized business purposes only. User must be directed to log-off the system if they do not agree with these conditions.

J. ***System Logging.*** Business Associate shall ensure its information systems and devices that hold or process CDPH PHI and PI are capable of being audited and the events necessary to reconstruct transactions and support after-the-fact investigations are maintained. This includes the auditing necessary to cover related events, such as the various steps in distributed, transaction-based processes and actions in service-oriented architectures. Audit trail information with CDPH PHI and PI must be stored with read-only permissions and be archived for six (6) years after event occurrence. Contractor must protect audit information and audit logging tools from unauthorized access, modification, and deletion. There must also be a documented and routine procedure in place to review system logs for unauthorized access.

K. Live Data Usage. Using live data (production data) for testing and training purposes is not allowed. Synthetic data must be Used. If synthetic data cannot be generated and/or Used, it may be permissible to use a de-identification process against the live data. The de-identification process removes identifying information from a dataset so that individual data cannot be linked with specific individuals. The de-identification process Used by the Business Associate must be at least as stringent as that set forth in the CDPH Data De-Identification Guidelines. Use of de-identified data must be approved prior to Use by sending a request to the CDPH Privacy Officer and CDPH Chief Information Security Officer at the contact information in section XI.F. above. Approval will include confirmation the requirements of this section have been met.

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L. ***Privileged Access Management (PAM).*** Business Associate who is responsible for setting up and maintaining privileged accounts related to CDPH electronic information resources shall comply with the CDPH PAM Security Standard. Information resources include user workstations as well as servers, databases, applications, and systems managed on-premises and on the cloud.

M. ***Intrusion Detection***. All Business Associate systems and devices holding, processing, or transporting CDPH PHI and PI that interact with untrusted devices or systems via the Business Associate intranet and/or the internet must be protected by a monitored comprehensive intrusion detection system and/or intrusion prevention system.

III. Audit Controls

A. ***System Security Review.*** Business Associate, to assure that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection for CDPH PHI and PI, shall conduct at least an annual administrative assessment of risk, including the likelihood and magnitude of harm from the unauthorized access, Use, Disclosure, disruption, modification, or destruction of an information system or device holding processing, or transporting CDPH PHI and PI, along with periodic technical security reviews using vulnerability scanning tools and other appropriate technical assessments.

B. ***Change Control.*** All Business Associate systems and devices holding, processing, or transporting CDPH PHI and PI shall have a documented change control process for hardware, firmware, and software to protect the systems and assets against improper modification before, during, and after system implementation.

IV. Business Continuity / Disaster Recovery Controls

A. ***Emergency Mode Operation Plan.*** Business Associate shall develop and maintain technical recovery and business continuity plans for systems holding, processing, or transporting CDPH PHI and PI to ensure the continuation of critical business processes and the confidentiality, integrity, and availability of CDPH PHI and PI following an interruption or disaster event lasting more than twenty-four (24) hours.

B. **CDPH *PHI and PI Backup Plan.*** Business Associate shall have a documented, tested, accurate, and regularly scheduled full backup process for systems and devices holding CDPH PHI and PI.

V. Paper Document Controls

A. ***Supervision of CDPH PHI and PI.*** CDPH PHI and PI in any physical format shall not be left unattended at any time. When not under the direct observation of an authorized Business Associate Workforce Member(s), the CDPH PHI and PI must be stored in a locked file cabinet, desk, or room. It also shall not be left unattended at any time in private vehicles or common carrier transportation, and it shall not be placed in checked baggage on common carrier transportation.

B. ***Escorting Visitors.*** Visitors who are not authorized to see CDPH PHI and PI must be escorted by authorized Workforce Member(s) when in areas where CDPH PHI and PI is present, and CDPH PHI and PI shall be kept out of sight of visitors.

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C. ***Removal of CDPH PHI and PI.*** CDPH PHI and PI in any format must not be removed from the secure computing environment or secure physical storage of the Business Associate, except with express written permission of the CDPH PHI and PI owner.

D. ***Faxing and Printing.*** Business Associate shall control access to information system output devices, such as printers and facsimile devices, to prevent unauthorized individuals from obtaining any output containing CDPH PHI and PI. Fax numbers shall be verified with the intended recipient before transmittal.

E. ***Mailing.*** Mailings of CDPH PHI and PI shall be sealed and secured from damage or inappropriate viewing to the extent possible. Mailings which include five hundred (500) or more individually identifiable records of CDPH PHI and PI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of CDPH to use another method is obtained.

Exhibit ~~J~~ I
Restrictions and Requirements for the
Use and Disclosure of HIV/AIDS Public Health Data

This Attachment sets forth the HIV/AIDS-specific information use and disclosure requirements that Contractor is obligated to follow (in addition to all other confidentiality requirements set forth in the contract and other attachments thereto) with respect to all HIV/AIDS Public Health data disclosed to Contractor by the California Department of Public Health (CDPH).

I. Definitions: For purposes of this Agreement, the following definitions shall apply:

A. HIV/AIDS Public Health Data: "HIV/AIDS Public Health data" means confidential public health record or records collected or maintained by the CDPH Office of AIDS Programs, including but not limited to the AIDS Drug Assistance Program (ADAP), the Pre-Exposure Prophylaxis Assistance Program (PrEP-AP), and the HIV Care Program relating to human immunodeficiency virus (HIV) or acquired immunodeficiency syndrome (AIDS), containing personally identifying information, that were developed or acquired by a state public health agency, or an agent of that agency." Confidential public health record or records" is defined in Health and Safety (H&S) Code section 121035, subdivision (c), and means "any paper or electronic record maintained by the department or a local health department or agency, or its agent, that includes data or information in a manner that identifies personal information, including, but not limited to, name, social security number, address, employer, or other information that may directly or indirectly lead to the identification of the individual who is the subject of the record." HIV/AIDS Public Health data includes, but is not limited to: client name (first, middle initial, last), date of birth, and Social Security Number.

B. Disclosure: "Disclosure" means the release, transfer, provision of, access to, or divulging in any other manner of information. "Disclosure" includes the disclosure, release, transfer, dissemination, or communication of all or any part of any confidential research record orally, in writing, or by electronic means to any person or entity, or providing the means for obtaining the records (H&S Code sections 121035 and 121125).

C. Use: "Use" means the sharing, employment, application, utilization, examination, or analysis of information.

II. Legal Authority for Disclosure and Use of HIV/AIDS Public Health Data: The legal authority for CDPH to collect, use, and disclose HIV/AIDS Public Health Data, and for Contractor to receive and use HIV/AIDS Public Health Data is as follows:

A. General Legal Authority:

1. Office of Aids (OA): H&S Code section 131019, provides as follows: "There is in the State Department of Public Health an Office of AIDS. The State Department of Public Health, Office of AIDS, shall be the lead agency within the state, responsible for coordinating state programs, services, and activities relating to the human immunodeficiency virus (HIV), acquired immune deficiency syndrome (AIDS), and AIDS related conditions (ARC)."

2. Office of Aids (OA): H&S Code section 131051, provides as follows: "The duties, powers, functions, jurisdiction, and responsibilities transferred to the State Department of Public Health shall, pursuant to the act that added this section, include all of the following previously performed by the former State Department of Health Services: (a) Under the jurisdiction of the Deputy Director for Prevention Services: (1) The Office of AIDS, including but not limited to: (A) The AIDS Drug Assistance Program (Chapter 6

Exhibit J I
Restrictions and Requirements for the
Use and Disclosure of HIV/AIDS Public Health Data

(commencing with Section 120950) of Part 4 of Division 105).... (C) The CARE Services Program, provided for pursuant to the federal Ryan White CARE Act, 42 U.S.C. Section 300ff, (D) The CARE/Health Insurance Premium Payment Program (federal Ryan White CARE Act, 42 U.S.C. Sec. 300ff).... (G) The AIDS Case Management Program (federal Ryan White CARE Act, 42 U.S.C. Sec. 300ff; Chapter 2 (commencing with Section 120815) of Part 4 of Division 105)."

B. AIDS Drug Assistance Program (ADAP) Legal Authority:

1. Legislative Intent for Drug Assistance: H&S Code section 120950, subdivision (b), provides as follows: "For reasons of compassion and cost effectiveness, the State of California has a compelling interest in ensuring that its citizens infected with the HIV virus have access to these drugs."

2. Subsidy for Drug Treatment: H&S Code section 120950, subdivision (c), provides as follows: "The department subsidizes the cost of these drugs for persons who do not have private health coverage, are not eligible for Medi-Cal, or cannot afford to purchase the drug privately. The subsidy program is funded through state and federal sources."

3. Establishment of ADAP: H&S Code section 120955, subdivision (a)(1), provides as follows: " To the extent that state and federal funds are appropriated in the annual Budget Act for these purposes, the director shall establish and may administer a program to provide drug treatments to persons infected with human immunodeficiency virus (HIV), the etiologic agent of acquired immunodeficiency syndrome (AIDS)."

4. Payer of Last Resort: H&S Code section 120955, subdivision (h), provides as follows: "Reimbursement under this chapter shall not be made for any drugs that are available to the recipient under any other private, state, or federal programs, or under any other contractual or legal entitlements, except that the director may authorize an exemption from this subdivision where exemption would represent a cost savings to the state."

5. Disclosure Permitted for ADAP Administration and Coordination of Client Eligibility: H&S Code section 120970, subdivision (i), provides as follows: "All types of information, whether written or oral, concerning a client, made or kept in connection with the administration of ADAP services, which includes subsidizing costs associated with health care service plan contracts and health insurance premium payment assistance, shall be confidential, and shall not be used or disclosed except ... for purposes directly connected with the administration of the program," (paragraph 1); and "for coordinating client eligibility with programs funded by the federal Ryan White HIV/AIDS Program (Ryan White HIV/AIDS Treatment Extension Act of 2009, (Public Law 111-87, 42 U.S.C. Sec. 201, et seq.))" (paragraph 2).

C. Pre-Exposure Prophylaxis Assistance Program (PrEP-AP) Legal Authority:

1. General Authority: H&S Code section 120972, subdivision (a), provides as follows: "To the extent that funds are available for these purposes, the director may establish and administer a program within the department's Office of AIDS to subsidize certain costs of medications for the prevention of HIV infection and other related medical services, as authorized by this section...."

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2. Disclosure Permitted for PrEP-AP Administration: H&S Code section 120972, subdivision (i), provides as follows: "All types of information, whether written or oral, concerning a client, made or maintained in connection with the administration of this program, shall be confidential, and shall not be used or disclosed except for any of the following: (1) For purposes directly connected with the administration of the program. (2) If disclosure is otherwise authorized by law."

D. California HIV/AIDS Disclosure Authority:

1. Disclosure Permitted for Public Health Purposes: H&S Code section 121025, subdivision (a), provides as follows: "Public health records relating to [HIV/AIDS], containing personally identifying information, that were developed or acquired by a state or local public health agency, or an agent of that agency, are confidential and shall not be disclosed, except as otherwise provided by law for public health purposes...."

2. Disclosure Permitted to Carry Out the Investigation, Control, or Surveillance Duties of CDPH and Contractor: H&S section 121025, subdivision (b), provides as follows: "In accordance with subdivision (g) of section 121022, a state or local public health agency, or an agent of that agency, may disclose personally identifying information in public health records... to other local, state, or federal public health agencies... when the confidential information is necessary to carry out the duties of the agency... in the investigation, control, or surveillance of disease, as determined by the state or local public health agency."

3. Only Minimum Necessary Disclosure Permitted: H&S Code section 121025, subdivision (c), provides as follows: "Any disclosures authorized... shall include only the information necessary for the purpose of that disclosure...."

4. Agreement Required: H&S Code section 121025, subdivision (c), provides as follows: "Except as provided in paragraphs (1) to (3), inclusive... any disclosure authorized by subdivision (a) or (b) shall not be made without written authorization as described in subdivision (a)...."

5. Disclosure for the Purpose of Facilitating Appropriate HIV/AIDS Medical Care and Treatment: H&S Code section 121025, subdivision (c)(2)(A), provides as follows: "State public health agency HIV surveillance staff, HIV prevention staff, AIDS Drug Assistance Program staff, and care services staff may further disclose the information to local public health agency staff, who may further disclose the information to the HIV-positive person who is the subject of the record, or the health care provider who provides his or her HIV care, for the purpose of proactively offering and coordinating care and treatment services to him or her."

6. State and Local Breach Investigation: H&S Code section 121022, subdivision (h), provides as follows: "(1) Any potential or actual breach of confidentiality of HIV-related public health records shall be investigated by the local health officer, in coordination with the department, when appropriate. The local health officer shall immediately report any evidence of an actual breach of confidentiality of HIV-related public health records at a city or county level to the department and the appropriate law enforcement agency. (2) The department shall investigate any potential or actual breach of confidentiality of HIV-

Exhibit ~~J~~ I
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related public health records at the state level, and shall report any evidence of such a breach of confidentiality to an appropriate law enforcement agency."

III. Disclosure Restrictions: The Contractor and its employees or agents, shall protect from unauthorized disclosure any HIV/AIDS Public Health Data. The Contractor shall not disclose, except as otherwise specifically permitted by the contract between CDPH and Contractor, any HIV/AIDS Public Health Data to anyone other than CDPH, Office of AIDS, ADAP Branch, PrEP-AP, and HIV Care Branch staff. Contractor and its employees and agents shall not disclose any HIV/AIDS Public Health Data to persons who are not authorized by statute to receive such information, except if disclosure is required by state or federal law.

IV. Use Restrictions: The Contractor and its employees or agents, shall not use any HIV/AIDS Public Health Data for any purpose other than carrying out the Contractor's obligations under the contract between CDPH and Contractor (compare HIV/AIDS Public Health client data against Medi-Cal beneficiary data and provide results to CDPH), pursuant to the statutes and regulations set forth in Section II, above, or as otherwise allowed or required by state or federal law.

V. Confidentiality Agreements: All employees, agents, including subcontractors, to whom Contractor provides HIV/AIDS Public Health Data received from or created or received by Contractor, agree to the same restrictions and conditions that apply to Contractor with respect to such HIV/AIDS Public Health Data.

Exhibit ~~L~~ J

Contractor's Release

Instructions to Contractor:

With final invoice(s) submit one (1) original and one (1) copy. The original must bear the original signature of a person authorized to bind the Contractor. The additional copy may bear photocopied signatures.

Submission of Final Invoice

Pursuant to **contract number** 23-10139 entered into between the California Department of Public Health (CDPH) and the Contractor (identified below), the Contractor does acknowledge that final payment has been requested via **invoice number(s)** _____, in the **amount(s) of $** _____ and **dated** _____.
If necessary, enter "See Attached" in the appropriate blocks and attach a list of invoice numbers, dollar amounts and invoice dates.

Release of all Obligations

By signing this form, and upon receipt of the amount specified in the invoice number(s) referenced above, the Contractor does hereby release and discharge the State, its officers, agents and employees of and from any and all liabilities, obligations, claims, and demands whatsoever arising from the above referenced contract.

Repayments Due to Audit Exceptions / Record Retention

By signing this form, Contractor acknowledges that expenses authorized for reimbursement does not guarantee final allowability of said expenses. Contractor agrees that the amount of any sustained audit exceptions resulting from any subsequent audit made after final payment will be refunded to the State.

All expense and accounting records related to the above referenced contract must be maintained for audit purposes for no less than three years beyond the date of final payment, unless a longer term is stated in said contract.

Recycled Product Use Certification

By signing this form, Contractor certifies under penalty of perjury that a minimum of 0% unless otherwise specified in writing of post consumer material, as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether it meets the requirements of Public Contract Code Section 12209. Contractor specifies that printer or duplication cartridges offered or sold to the State comply with the requirements of Section 12156(e).

Reminder to Return State Equipment/Property (If Applicable)

(Applies only if equipment was provided by CDPH or purchased with or reimbursed by contract funds)

Unless CDPH has approved the continued use and possession of State equipment (as defined in the above referenced contract) for use in connection with another CDPH agreement, Contractor agrees to promptly initiate arrangements to account for and return said equipment to CDPH, at CDPH's expense, if said equipment has not passed its useful life expectancy as defined in the above referenced contract.

Patents / Other Issues

By signing this form, Contractor further agrees, in connection with patent matters and with any claims that are not specifically released as set forth above, that it will comply with all of the provisions contained in the above referenced contract, including, but not limited to, those provisions relating to notification to the State and related to the defense or prosecution of litigation.

ONLY SIGN AND DATE THIS DOCUMENT WHEN ATTACHING IT TO THE FINAL INVOICE

Contractor's Legal Name (as on contract): San Bernardino County

Signature of Contractor or Official Designee: _____ Date: _____

Printed Name/Title of Person Signing: _____

Distribution: Accounting (Original) Program

Exhibit ~~M~~ K
Attachment I
Security Requirements, Protections, and Confidentiality Checklist

Enrollment Site Number:	**Enrollment Site Contact:**

Instructions:
The Contractor shall complete and return this checklist with the signed copy of the contract agreement. To complete this checklist, the authorized agency administrator, or representative attests by checking the boxes adjacent to the statement and signing this checklist that the CDPH/OA Enrollment Site meets, and shall continue to meet throughout the life of the contract, the requirements as identified in the Scope of Work exhibit which includes those identified below:

1. The Contractor has reviewed and attests that the contracting agency or organization meets the requirements as written in the "Nondiscrimination Clause (OCP-1)" STD 17A form and has a process in place to deal with discrimination complaints.	☐
2. The Contractor can ensure the administrative, physical and technical safeguards of protected health information as required in the CDPH HIPAA BAA.	☐
2a. Breaches of confidential client information must be immediately reported to CDPH/OA. In the space below, please identify the process and individual(s) your agency or organization has in place to report breaches of CDPH/OA clients' protected health or personal information. Attach additional page(s) if necessary.	
3. The applicable Notices of Privacy Practices are posted in an area at the Enrollment Site that is accessible and visible to CDPH/OA applicants/clients.	☐

Please submit the completed Checklist to your CDPH/OA Advisor. All of the requirements listed above must be met in order to become an authorized Enrollment Site.

Exhibit ~~M~~ K
Attachment I
Security Requirements, Protections, and Confidentiality Checklist

Enrollment Site Number:	**Enrollment Site Contact:**	
4. The Medication and Insurance Assistance Programs Grievance Form is posted in an area at the Enrollment Site that is accessible and visible to CDPH/OA applicants/clients		☐
5. The Contractor has internet access and scanning and uploading capabilities to allow for the creation of electronic client files within the designated CDPH/OA secure web-based enrollment system, AES.		☐
6. The Contractor has desktop computers, laptop computers, or other handheld electronic devices (shared or individual) with internet access available for all site personnel who will be performing CDPH/OA enrollment services.		☐
7. The Contractor fax machines, printers, scanners, and any other resource equipment used to transmit and/or receive CDPH/OA client enrollment information/documentation are located in a secure area at this Enrollment Site.		☐
8. The Contractor has ensured that all site personnel authorized to access the AES are trained in and use individual multi-factor authentication when connecting to the AES.		☐
Printed Name of Site Administrator	Signature of Site Administrator	Date Signed

Please submit the completed Checklist to your CDPH/OA Advisor. All of the requirements listed above must be met in order to become an authorized Enrollment Site.

ADAP and PrEP-AP Document Transfer Plan

Instructions: Please complete when moving/transferring client files and/or moving to a new office. Submit the completed Transfer Plan to your CDPH ADAP or PrEP-AP Advisor. Your advisor will contact you after the Transfer Plan has been reviewed/approved.

Enrollment Site Number: _____

Date client files will be transferred: _____

Enrollment Site Contact

Name: _____

Phone Number: _____

Email Address: _____

Address of new office *or* location where client files are being transferred to: _____

_____

Enrollment Site Name: _____

Current Enrollment Site Address: _____

_____

Enrollment Site Phone Number: _____

Enrollment Site Fax Number: _____

Acknowledge ADAP and PrEP-AP Policy for Transferring Client Files:

It is the policy of _____
(ENROLLMENT SITE NAME)

to ensure that any transfer of ADAP and PrEP-AP documentation will be safe, secured and implemented in accordance with CDPH ADAP and PrEP-AP confidentiality and security requirements for safeguarding the confidentiality of protected health information. ADAP and PrEP-AP Eligibility Workers (EWs) will implement reasonable and appropriate administrative, technical, and physical measures to safeguard protected health information from any intentional or unintentional use or disclosure that might violate County, State or Federal privacy regulations, Health and Safety Code, and in accordance with the ADAP and/or PrEP-AP Site Agreement, Security Requirements, Protections, and Confidentiality Checklist (Attachment I), HIPAA Business Associate Addendum (Exhibit F), Plan for Transporting Confidential ADAP and PrEP-AP Client Files Policy and Procedure.

Why are client files being transferred? *Select all that apply. If files are being transferred for a reason not listed above, please contact your ADAP or PrEP-AP Advisor.*

☐ Relocation of the ADAP and/or PrEP-AP Enrollment Site and client files to a new office/location.

☐ Relocating ADAP and/or PrEP-AP client files to a new location for storage purposes. If different from the ADAP and/or PrEP-AP Enrollment Site address, please provide address of the storage location below.

Storage Location Address: _____

☐ Providing in-home client enrollment services when a client is unable to travel to the ADAP and/or PrEP-AP Enrollment Site. Please provide address: _____

☐ Closure of an ADAP and/or PrEP-AP Enrollment Site.

Note: If files are being transferred for a reason not listed above, please contact your ADAP or PrEP-AP Advisor.

1. **How many client files will be transferred?**

2. **Describe the methods that will be used to secure client files when being transferred (i.e., locked container, by vehicle/trunk, no stops on way to new location, etc.).**

3. **Which site staff person/s will supervise the security and transfer of client files as they are moved to the new location? Will a vendor be utilized? If so, please explain.**

4. **Please describe where and how the client files will be stored at their new location.**

5. **In this section, outline, step-by-step, the process that will be followed in the transferring of client files to their new location. Attach an additional page if necessary.**

6. **If the client files will be stored at an off-site storage facility:**
   a. **What is the protocol for accessing the files at the storage facility?**

   b. **How can these files be accessible during normal working hours?**

   c. **What is the timeframe for access to the client files once the request is received?**

d. How will the client files by stored and secured?

e. Who can access the files while they are at the storage facility?

f. Are any of these files also accessible electronically?

g. Is the storage facility owned and/or operated by a third-party organization?

SIGNATURE OF SITE CONTACT/AGENCY ADMINISTRATOR

DATE SIGNED

Additional Comments (continued on next page).

Additional Comments:

State of California-Health and Human Services Agency

Department of Public Health

Agreement by Employee/Contractor to Comply with Confidentiality Requirements

Summary of Statutes Pertaining to Confidential Public Health Records and Penalties for Disclosure

All HIV/AIDS case reports and any information collected or maintained in the course of surveillance-related activities that may directly or indirectly identify an individual are considered *confidential public health record(s)* under California Health and Safety Code (HSC), Section 121035(c) and must be handled with the utmost confidentiality. Furthermore, HSC §121025(a) prohibits the disclosure of HIV/AIDS-related public health records that contain any personally identifying information to any third party, unless authorized by law for public health purposes, or by the written consent of the individual identified in the record or his/her guardian/conservator. Except as permitted by law, any person who negligently discloses information contained in a confidential public health record to a third party is subject to a civil penalty of up to $5,000 plus court costs, as provided in HSC §121025(e)(1). Any person who willfully or maliciously discloses the content of a public health record, except as authorized by law, is subject to a civil penalty of $5,000-$25,000 plus court costs as provided by HSC §121025(e)(2). Any willful, malicious, or negligent disclosure of information contained in a public health record in violation of state law that results in economic, bodily, or psychological harm to the person named in the record is a misdemeanor, punishable by imprisonment for a period of up to one year and/or a fine of up to $25,000 plus court costs (HSC §121025(e)(3)). Any person who is guilty of a confidentiality infringement of the foregoing type may be sued by the injured party and shall be personally liable for all actual damages incurred for economic, bodily, or psychological harm as a result of the breach (HSC §121025(e)(4)). Each disclosure in violation of California law is a separate, actionable offense (HSC §121025(e)(5)).

Because an assurance of case confidentiality is the foremost concern of the California Department of Public Health, Office of AIDS (CDPH/OA), any actual or potential breach of confidentiality shall be immediately reported. In the event of any suspected breach, staff shall immediately notify the director or supervisor of the local health department's HIV/AIDS surveillance unit who in turn shall notify the CDPH/OA Surveillance Section Chief or designee. CDPH/OA, in conjunction with the local health department and the local health officer shall promptly investigate the suspected breach. Any evidence of an actual breach shall be reported to the law enforcement agency that has jurisdiction.

Employee Confidentiality Pledge

I recognize that in carrying out my assigned duties, I may obtain access to private information about persons diagnosed with HIV or AIDS that was provided under an assurance of confidentiality. I understand that I am prohibited from disclosing or otherwise releasing any personally identifying information, either directly or indirectly, about any individual named in any HIV/AIDS confidential public health record. Should I be responsible

for any breach of confidentiality, I understand that civil and/or criminal penalties may be brought against me. I acknowledge that my responsibility to ensure the privacy of protected health information contained in any electronic records, paper documents, or verbal communications to which I may gain access shall not expire, even after my employment or affiliation with the Department has terminated.

By my signature, I acknowledge that I have read, understand, and agree to comply with the terms and conditions above.

Employee Name (print)	Employee Signature	Date
Supervisor Name (print)	Supervisor Signature	Date
Name of Employer		

PLEASE RETAIN A COPY OF THIS DOCUMENT FOR YOUR RECORDS.

STATE OF CALIFORNIA
DARFUR CONTRACTING ACT CERTIFICATION
DGS PD 1 (Rev. 12/19)

DEPARTMENT OF GENERAL SERVICES
PROCUREMENT DIVISION

Public Contract Code Sections 10475 -10481 applies to any company that currently or within the previous three years has had business activities or other operations outside of the United States. For such a company to bid on or submit a proposal for a State of California contract, the company must certify that it is either a) not a scrutinized company; or b) a scrutinized company that has been granted permission by the Department of General Services to submit a proposal.

If your company has not, within the previous three years, had any business activities or other operations outside of the United States, you do **not** need to complete this form.

OPTION #1 - CERTIFICATION

If your company, within the previous three years, has had business activities or other operations outside of the United States, in order to be eligible to submit a bid or proposal, please insert your company name and Federal ID Number and complete the certification below.

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that a) the prospective proposer/bidder named below is **not** a scrutinized company per Public Contract Code 10476; and b) I am duly authorized to legally bind the prospective proposer/bidder named below. This certification is made under the laws of the State of California.

Company/Vendor Name (Printed)	*Federal ID Number*
San Bernardino County	95-60027483
By (Authorized Signature) Dawn Rowe	Date AUG 04 2026
Printed Name and Title of Person Signing Dawn Rowe, Chair, Board of Supervisors	

OPTION #2 – WRITTEN PERMISSION FROM DGS

Pursuant to Public Contract Code Section 10477(b), the Director of the Department of General Services may permit a scrutinized company, on a case-by-case basis, to bid on or submit a proposal for a contract with a state agency for goods or services, if it is in the best interests of the state. If you are a scrutinized company that has obtained written permission from the DGS to submit a bid or proposal, complete the information below.

We are a scrutinized company as defined in Public Contract Code section 10476, but we have received written permission from the Department of General Services to submit a bid or proposal pursuant to Public Contract Code section 10477(b). A copy of the written permission from DGS is included with our bid or proposal.

Company/Vendor Name (Printed)	*Federal ID Number*
By (Authorized Signature)	Date
Printed Name and Title of Person Signing	

Contractor Certification Clauses

CCC 04/2017

CERTIFICATION

I, the official named below, CERTIFY UNDER PENALTY OF PERJURY that I am duly authorized to legally bind the prospective Contractor to the clause(s) listed below. This certification is made under the laws of the State of California.

Contractor/Bidder Firm Name (Printed)	Federal ID Number
San Bernardino County	95-60027483

By (Authorized Signature)

Dawn Rowe

Printed Name and Title of Person Signing

Dawn Rowe, Chair, Board of Supervisors

Date Executed	Executed in the County of
AUG 04 2026	San Bernardino

CONTRACTOR CERTIFICATION CLAUSES

1. STATEMENT OF COMPLIANCE: Contractor has, unless exempted, complied with the nondiscrimination program requirements. (Gov. Code §12990 (a-f) and CCR, Title 2, Section 11102) (Not applicable to public entities.)

2. DRUG-FREE WORKPLACE REQUIREMENTS: Contractor will comply with the requirements of the Drug-Free Workplace Act of 1990 and will provide a drug-free workplace by taking the following actions:

a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations.

b. Establish a Drug-Free Awareness Program to inform employees about:

1) the dangers of drug abuse in the workplace;

2) the person's or organization's policy of maintaining a drug-free workplace;

3) any available counseling, rehabilitation and employee assistance programs; and,

4) penalties that may be imposed upon employees for drug abuse violations.

c. Every employee who works on the proposed Agreement will:

1) receive a copy of the company's drug-free workplace policy statement; and,

2) agree to abide by the terms of the company's statement as a condition of employment on the Agreement.

Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future State agreements if the department determines that any of the following has occurred: the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (Gov. Code §8350 et seq.)

3. NATIONAL LABOR RELATIONS BOARD CERTIFICATION: Contractor certifies that no more than one (1) final unappealable finding of contempt of court by a Federal court has been issued against Contractor within the immediately preceding two-year period because of Contractor's failure to comply with an order of a Federal court, which orders Contractor to comply with an order of the National Labor Relations Board. (Pub. Contract Code §10296) (Not applicable to public entities.)

4. CONTRACTS FOR LEGAL SERVICES $50,000 OR MORE- PRO BONO REQUIREMENT: Contractor hereby certifies that Contractor will comply with the requirements of Section 6072 of the Business and Professions Code, effective January 1, 2003.

Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the lessor of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10% of its contract with the State.

Failure to make a good faith effort may be cause for non-renewal of a state contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

5. EXPATRIATE CORPORATIONS: Contractor hereby declares that it is not an expatriate corporation or subsidiary of an expatriate corporation within the meaning of Public Contract Code Section 10286 and 10286.1, and is eligible to contract with the State of California.

6. SWEATFREE CODE OF CONDUCT:

a. All Contractors contracting for the procurement or laundering of apparel, garments or corresponding accessories, or the procurement of equipment, materials, or supplies, other than procurement related to a public works contract, declare under penalty of perjury that no apparel, garments or corresponding accessories, equipment, materials, or supplies furnished to the state pursuant to the contract have been laundered or produced in whole or in part by sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor, or with the benefit of sweatshop labor, forced labor, convict labor, indentured labor under penal sanction, abusive forms of child labor or exploitation of children in sweatshop labor. The contractor further declares under penalty of perjury that they adhere to the Sweatfree Code of Conduct as set forth on the California Department of Industrial Relations website located at www.dir.ca.gov, and Public Contract Code Section 6108.

b. The contractor agrees to cooperate fully in providing reasonable access to the contractor's records, documents, agents or employees, or premises if reasonably

required by authorized officials of the contracting agency, the Department of Industrial Relations, or the Department of Justice to determine the contractor's compliance with the requirements under paragraph (a).

7. DOMESTIC PARTNERS: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.3.

8. GENDER IDENTITY: For contracts of $100,000 or more, Contractor certifies that Contractor is in compliance with Public Contract Code section 10295.35.

DOING BUSINESS WITH THE STATE OF CALIFORNIA

The following laws apply to persons or entities doing business with the State of California.

1. CONFLICT OF INTEREST: Contractor needs to be aware of the following provisions regarding current or former state employees. If Contractor has any questions on the status of any person rendering services or involved with the Agreement, the awarding agency must be contacted immediately for clarification.

Current State Employees (Pub. Contract Code §10410):

1). No officer or employee shall engage in any employment, activity or enterprise from which the officer or employee receives compensation or has a financial interest and which is sponsored or funded by any state agency, unless the employment, activity or enterprise is required as a condition of regular state employment.

2). No officer or employee shall contract on his or her own behalf as an independent contractor with any state agency to provide goods or services.

Former State Employees (Pub. Contract Code §10411):

1). For the two-year period from the date he or she left state employment, no former state officer or employee may enter into a contract in which he or she engaged in any of the negotiations, transactions, planning, arrangements or any part of the decision-making process relevant to the contract while employed in any capacity by any state agency.

2). For the twelve-month period from the date he or she left state employment, no former state officer or employee may enter into a contract with any state agency if he or she was employed by that state agency in a policy-making position in the same general subject area as the proposed contract within the 12-month period prior to his or her leaving state service.

If Contractor violates any provisions of above paragraphs, such action by Contractor shall render this Agreement void. (Pub. Contract Code §10420)

Members of boards and commissions are exempt from this section if they do not receive payment other than payment of each meeting of the board or commission, payment for preparatory time and payment for per diem. (Pub. Contract Code §10430 (e))

2. LABOR CODE/WORKERS' COMPENSATION: Contractor needs to be aware of the provisions which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions, and

Contractor affirms to comply with such provisions before commencing the performance of the work of this Agreement. (Labor Code Section 3700)

3. AMERICANS WITH DISABILITIES ACT: Contractor assures the State that it complies with the Americans with Disabilities Act (ADA) of 1990, which prohibits discrimination on the basis of disability, as well as all applicable regulations and guidelines issued pursuant to the ADA. (42 U.S.C. 12101 et seq.)

4. CONTRACTOR NAME CHANGE: An amendment is required to change the Contractor's name as listed on this Agreement. Upon receipt of legal documentation of the name change the State will process the amendment. Payment of invoices presented with a new name cannot be paid prior to approval of said amendment.

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

a. When agreements are to be performed in the state by corporations, the contracting agencies will be verifying that the contractor is currently qualified to do business in California in order to ensure that all obligations due to the state are fulfilled.

b. "Doing business" is defined in R&TC Section 23101 as actively engaging in any transaction for the purpose of financial or pecuniary gain or profit. Although there are some statutory exceptions to taxation, rarely will a corporate contractor performing within the state not be subject to the franchise tax.

c. Both domestic and foreign corporations (those incorporated outside of California) must be in good standing in order to be qualified to do business in California. Agencies will determine whether a corporation is in good standing by calling the Office of the Secretary of State.

6. RESOLUTION: A county, city, district, or other local public body must provide the State with a copy of a resolution, order, motion, or ordinance of the local governing body which by law has authority to enter into an agreement, authorizing execution of the agreement.

7. AIR OR WATER POLLUTION VIOLATION: Under the State laws, the Contractor shall not be: (1) in violation of any order or resolution not subject to review promulgated by the State Air Resources Board or an air pollution control district; (2) subject to cease and desist order not subject to review issued pursuant to Section 13301 of the Water Code for violation of waste discharge requirements or discharge prohibitions; or (3) finally determined to be in violation of provisions of federal law relating to air or water pollution.

8. PAYEE DATA RECORD FORM STD. 204: This form must be completed by all contractors that are not another state agency or other governmental entity.