



Contract Number

~~19-10555~~ 20112

SAP Number

1007340

Department of Public Health

Department Contract Representative
Telephone Number

Susan Strong

(909) 387-6797

Contractor

California Department of Public
Health

Contractor Representative
Telephone Number

May Otow

(916) 552-9788

Contract Term

July 1, 2019 through June 30, 2024

Original Contract Amount

\$1,231,675

Amendment Amount

Total Contract Amount

\$1,231,675

Cost Center

9300131000

Briefly describe the general nature of the contract: Grant award agreement (State Agreement No. 19-10555) from the California Department of Public Health of STD Local Assistance Funds for Core STD Program Management activities, in the amount of \$1,231,675, for the period of July 1, 2019 through June 30, 2024.

FOR COUNTY USE ONLY

Approved as to Legal Form

Adam Ebright, Deputy County Counsel

Date 3/19/20

Reviewed for Contract Compliance

►

Date

Reviewed/Approved by Department

Trudy Raymundo, Director

Date 3-20-20

CALIFORNIA SEXUALLY TRANSMITTED DISEASES PROGRAM

STD Program Management

Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter “Department”

TO

County of San Bernardino, hereinafter “Grantee”

Implementing the project “Core STD Program Management,” hereinafter “Project”

GRANT AGREEMENT NUMBER 19-10555

The Department awards this Grant and the Grantee accepts and agrees to use the Grant funds as follows:

AUTHORITY: The Department has authority to grant funds for the Project under Health and Safety Code Section 131085(a).

PURPOSE: The Department shall provide a grant to and for the benefit of the Grantee. The purpose of the grant is to implement evidence-based public health activities to proactively address sexually transmitted diseases within the local health jurisdiction, with an emphasis on the prevention and control of infectious syphilis, congenital syphilis, gonorrhea, and chlamydia trachomatis infection as described and specified in the Scope of Work.

GRANT AMOUNT: The maximum amount payable under this Grant shall not exceed One Million, Two Hundred Thirty-One Thousand, Six Hundred Seventy-Five Dollars (\$1,231,675).

TERM OF GRANT AGREEMENT: The term of the Grant shall begin on July 1, 2019 and terminates on June 30, 2024. No funds may be requested or invoiced for services performed or costs incurred after June 30, 2024.

PROJECT REPRESENTATIVES: The Project Representatives during the term of this Grant will be:

California Department of Public Health	Grantee: County of San Bernardino
Name: Karlo Estacio Chief, Business Operations Support Section	Name: Susan Strong Program Manager
Address: P.O. Box 997377, MS 7320	Address: 351 North Mountain View
City, Zip: Sacramento, CA 95899-7377	City, Zip: San Bernardino, CA 92415
Phone: (916) 552-9820	Phone: (909) 387-6797
Fax: (916) 440-5106	Fax: (909) 387-6377
Email: Karlo.Estacio@cdph.ca.gov	Email: sstrong@dph.sbcounty.gov

Direct all inquiries to:

California Department of Public Health STD Control Branch	Grantee: County of San Bernardino
Attention: May Otow Grant Manager	Name: Susan Strong Program Manager
Address: P.O. Box 997377, MS 7320	Address: 351 North Mountain View
City, Zip: Sacramento, CA 95899-7377	City, Zip: San Bernardino, CA 92415
Phone: (916) 552-9788	Phone: (909) 387-6797
Fax: (916) 636-6458	Fax: (909) 387-6377
Email: May.Otow@cdph.ca.gov	Email: sstrong@dph.sbcounty.gov

All payments from CDPH to the Grantee shall be sent to the following address:

Grantee:	County of San Bernardino
Attention “Cashier:”	Paul Chapman Administrative Manager
Address:	172 W. 3 rd Street, 6 th Floor
City, Zip:	San Bernardino, CA 92415-001
Phone:	(909) 387-6630
Fax:	(909) 387-6886
Email:	paul.chapman@dph.sbcounty.gov

- Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to the agreement, but the Grantee will be required to submit a new completed CDPH 9083 Governmental Entity Taxpayer ID Form or STD 204 Payee Data Record form to the Project Representative for processing.

STANDARD PROVISIONS. The following exhibits are attached and made a part of this Grant by this reference:

Exhibit A	SCOPE OF WORK
Exhibit B	BUDGET DETAIL AND PAYMENT PROVISIONS
Exhibit C	STANDARD GRANT CONDITIONS
Exhibit D	ADDITIONAL PROVISIONS
Exhibit E	STD LOCAL ASSISTANCE FUNDS – STANDARDS AND GENERAL TERMS AND CONDITIONS
Exhibit F	CALIFORNIA STD AND ENHANCED HIV/AIDS CASE REPORTING SYSTEM DATA USE AND DISCLOSURE AGREEMENT

GRANTEE REPRESENTATIONS: The Grantee(s) accept all terms, provisions, and conditions of this grant, including those stated in the Exhibits incorporated by reference above. The Grantee(s) shall fulfill all assurances and commitments made in the application, declarations, other accompanying documents, and written communications (e.g., e-mail, correspondence) filed in support of the request for grant funding. The Grantee(s) shall comply with and require its contractors and subcontractors to comply with all applicable laws, policies, and regulations.

IN WITNESS THEREOF, the parties have executed this Grant on the dates set forth below.

Executed By:

Date: APR 07 2020


Curt Hagman, Chairman
Board of Supervisors
County of San Bernardino
385 North Arrowhead Avenue, Fifth Floor
San Bernardino, CA 92415

Date: _____

Jeffrey Mapes, Chief
Contracts Management Unit
California Department of Public Health
1616 Capitol Avenue, Suite 74.262
P.O. Box 997377, MS 1800 - 1804
Sacramento, CA 95899-7377

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

By _____

Deputy



Exhibit A Scope of Work

1. Service Overview

The Grantee will implement public health activities to monitor, investigate, and prevent Sexually Transmitted Diseases (STD) within the local health jurisdiction. California Department of Public Health (CDPH) STD surveillance data indicate that over the past five years, there were continued increases in infectious syphilis, congenital syphilis, gonorrhea, and chlamydia trachomatis infection across the state. The increases in syphilis among women, including pregnant women, and the devastating impact of congenital syphilis is of particular concern. Local health jurisdictions should use these funds to augment local funding for comprehensive STD prevention and control activities.

Key strategic targets for STD prevention and control are: implementation of case-based surveillance; assurance of timely access to quality clinical services; verification of appropriate STD treatment; investigation of reported cases, unusual diseases, or outbreaks; identification of a STD patient's sexual and social network contacts and referral for examination and/or treatment to prevent further disease transmission or complications; and health education and health promotion activities to prevent STDs and enhance awareness of individuals at risk for STD, medical providers, and other service providers within the community.

2. Service Location

The services shall be performed at applicable facilities in the County of San Bernardino.

3. Service Hours

The services shall be primarily provided Monday through Friday, from 8:00 a.m. to 5:00 p.m. and include evenings, weekends, and holidays as needed.

4. Services to be Performed: Core STD Program Management

Part I: Surveillance: Assure quality case-based surveillance.

Activities	Performance Indicators/Deliverables	Timeline
A. Assure completeness and accuracy of key data variables through review of laboratory and provider reports, surveillance system documentation, and public health follow-up of early syphilis cases.	Key population specific variables are as follows: For females – all stages of syphilis: • Proportion of early syphilis cases with complete data for the following key variables: ➤ Pregnancy status (females ages 12-44) ➤ Estimated Date of Delivery (EDD), if pregnant ➤ Treatment date, stage-appropriate medication and dosage ➤ HIV status	07/01/19 – 06/30/24

Exhibit A
Scope of Work

Activities	Performance Indicators/Deliverables	Timeline
	For syphilis-exposed neonates: • Proportion of congenital syphilis cases with appropriate classification documented on the Congenital Syphilis Case Report Form For males – early syphilis (primary, secondary, early latent): • Proportion of early syphilis cases with complete data for the following key variables: ➤ Treatment date, stage-appropriate medication/dosage ➤ HIV status ➤ Gender of sex partners	
B. Ensure client-level interactions for syphilis cases are integrated with HIV, including assessing HIV testing and care status using HIV surveillance data prior to client follow-up to inform opportunities for testing, Pre-exposure prophylaxis (PrEP), and linkage or re-engagement to HIV care.	• Description in the End-of-Year report of efforts to actively verify or match syphilis and HIV data to inform comprehensive client interaction, detailing operational problems encountered and overcome.	07/01/19 – 06/30/24
C. Utilize STD surveillance data for syphilis, gonorrhea and chlamydia to inform public health program action or interventions.	• Description of one example of data informed program activity or intervention in the End-of-Year report.	07/01/19 – 06/30/24
D. Ensure all staff with access to STD data complete the CDPH required confidentiality and data security training and maintain on file the associated confidentiality agreements.	• Confidentiality and data security training agreements are maintained in the LHJ.	07/01/19 – 06/30/24

Exhibit A
Scope of Work

Part II: Disease Intervention: Conduct disease intervention and partner services to prevent further transmission (community and mother-child).

Activities	Performance Indicators/Deliverables	Timeline
A. Ensure timely investigation of all reported reactive serologic tests for syphilis (reactors): 1. Process syphilis reports using the Syphilis Reactor Alert System (SRAS) Guide to identify priority reactors for investigation, including reactors among females of reproductive age (12-44 years old), all reactors among neonates and children, reactors with titers of 1:32 and above regardless of gender or age, and all primary and secondary syphilis cases reported regardless of gender or age. 2. Conduct record search on all incoming syphilis reactors regardless of gender or age, including searching the surveillance registry to determine history of syphilis, verify adequate treatment status at appropriate intervals including appropriate intervals between doses among females, and assess post-treatment titer levels. 3. Obtain data from medical providers or electronic medical record searches to verify patient's diagnosis, signs and symptoms at time of exam, syphilis tests, and stage-appropriate treatment for priority reactors as determined by the SRAS.	• Using template provided by CDPH STD Control Branch, indicate LHJ priorities for public health follow-up of syphilis reactors. • Proportion of all early syphilis cases that are treated appropriately within 7 days of initial report to local health department.	07/01/19 – 06/30/24

Exhibit A
Scope of Work

Activities	Performance Indicators/Deliverables	Timeline
4. Initiate priority syphilis reports for field investigation, interview, and partner services for the following: patients with untreated or inadequately treated syphilis, new cases of syphilis for interview and partner services, and inadequate titer response requiring reassessment.		
B. Facilitate congenital syphilis prevention: 1. Ensure that all pregnant and other females of reproductive age with syphilis (all stages) receive: - timely and stage appropriate syphilis treatment, according to CDC STD Treatment Guidelines; - referrals to prenatal care, family planning services and/or HIV testing, as needed; - comprehensive interview, including contact tracing/partner elicitation. 2. Ensure that sexual and needle sharing partners of female syphilis cases receive: - notification of exposure or risk for syphilis; - timely syphilis testing and appropriate treatment, according to CDC STD Treatment Guidelines; - timely testing for HIV and linkage to HIV care as needed; - comprehensive interview, including contact tracing/partner elicitation, for those diagnosed as syphilis cases.	For females of reproductive age with syphilis (all stages), stratified by pregnancy status: - Proportion of pregnant female cases linked to timely and stage-appropriate treatment within 7 days of initial report to the health department. - Proportion of non-pregnant female cases linked to timely and stage-appropriate treatment within 7 days of initial report to the health department. - Proportion of pregnant females who are previously HIV-positive or have a documented HIV test within 30 days before or 14 days after her syphilis diagnosis. For partners of pregnant female syphilis cases (all stages): - Proportion of early syphilis cases among females of reproductive age with at least one partner treated within 30 days before or after index client specimen collection. For female partners of male early syphilis cases: - Proportion of male early syphilis cases who report female sex partners with at least 1 female partner treated within 30 days before or after specimen collection of the index case.	07/01/19 – 06/30/24

Exhibit A
Scope of Work

Activities	Performance Indicators/Deliverables	Timeline
3. Ensure that female sexual and needle sharing partners of male early syphilis cases receive: • notification of exposure or risk for syphilis; • timely syphilis testing and stage-appropriate treatment, according to CDC STD Treatment Guidelines; • referrals to prenatal care or family planning services, as needed; • timely testing for HIV and linkage to HIV care, as needed; • comprehensive interview, including contact tracing/partner elicitation, for those newly diagnosed.		
C. Facilitate congenital syphilis case management: 1. Document birth outcomes for all pregnant females with syphilis. 2. Ensure that all neonates exposed to syphilis receive a comprehensive medical evaluation for evidence of congenital syphilis, per CDC STD Treatment Guidelines.	• Proportion of pregnant female syphilis cases (all stages) with documentation of birth outcome on the Congenital Syphilis Case Report Form. • Proportion of pregnant female syphilis cases (all stages) who did not deliver a baby with congenital syphilis (Congenital Syphilis Prevention Ratio). • Proportion of neonates exposed to any stage of syphilis with appropriate infant medical evaluation and treatment per CDC recommendations, including neonates that are classified as congenital syphilis stillbirths, confirmed cases, probable cases, and non-cases.	07/01/19 – 06/30/24

Exhibit A
Scope of Work

Activities	Performance Indicators/Deliverables	Timeline
D. Facilitate HIV prevention: 1. Ensure that all early syphilis cases receive: • testing for HIV or confirmation of HIV-positive status; • comprehensive interview, including integrated partner elicitation for syphilis and HIV; • linkage or re-engagement to HIV care for HIV-positive syphilis cases; • referral to HIV PrEP for HIV-negative syphilis cases. 2. Ensure that all sexual and needle sharing partners receive: • notification of exposure and risk for syphilis and HIV; • linkage to testing and treatment, including presumptive treatment for syphilis; • linkage to HIV testing or confirmation of HIV status; • linkage to HIV care for individuals newly HIV-positive; • re-engagement with care for HIV-positive cases no longer in HIV care; • linkage to HIV PrEP if HIV-negative; • comprehensive interview, including contact tracing/partner elicitation, for those newly diagnosed.	For early syphilis cases: • Proportion of early syphilis cases with HIV negative or unknown status who are tested for HIV, within 30 days of initial report of local health department. • Proportion of HIV-negative early syphilis cases, referred to PrEP. • Proportion of early syphilis cases with new HIV diagnosis linked to HIV care within 30 days of HIV test. • Proportion of early syphilis cases who are previously HIV positive and out of care who are linked to care within 30 days of interview. For partners of early syphilis cases: • Proportion of partners tested or treated for syphilis within 14 days of index case interview. • Proportion of HIV-negative/unknown partners tested for HIV within 14 days of index case interview. • Proportion of HIV negative partners who are referred to HIV PrEP. • Proportion of partners with new HIV diagnosis linked to care within 30 days of HIV test. • Proportion of partners who are previously HIV positive and out of care who are linked to care within 30 days of interview.	07/01/19 – 06/30/24
E. Coordinate and participate in cluster and outbreak detection and response activities related to syphilis clusters, suspected gonorrhea treatment failure or report of reduced drug susceptibility, and other relevant	• Description of process and outcomes of activities in the End-of-Year report, including: ➢ Identification of cluster, outbreak, suspected drug resistance	07/01/19 – 06/30/24

Exhibit A
Scope of Work

Activities	Performance Indicators/Deliverables	Timeline
conditions such as lymphogranuloma venereum or ocular syphilis.	➤ Enhanced surveillance and interview of index cases ➤ Sexual and social network investigation ➤ Field investigation, community outreach and screening events	
Optional: Place a checkmark in the box only if Grantee plans to subcontract. ☐ F. Subcontract with community-based or other organizations to ensure success of core STD program functions (check box if conducting this activity).	Subcontract with community or other organizations, if needed.	

Optional SOW Narrative: LHJ has new or innovative tasks that are not part of current Part II activities. Describe the specific methods and approaches that will be used to complete the activities selected for this objective. Briefly describe the anticipated scope of the proposed activities, deliverables, and a projected timeline, including the approximate beginning and ending month and year for each major activity.

Activities	Performance Indicators/Deliverables	Timeline
Not Applicable		

Exhibit A
Scope of Work

Part III: Clinical Services: Assure high quality STD screening and treatment services.

Activities	Performance Indicators/Deliverables	Timeline
A. Conduct an assessment of available STD screening and treatment services to support access to quality STD clinical services in the local health jurisdiction.	- Description of the following activities in the End-of-Year Report: ➤ STD clinical assessment activities, including name(s) of key community clinics or medical providers and annual clinic census and hours of operation for health department STD clinics. ➤ Activities and partnerships to enhance availability or quality of STD clinical services.	07/01/19 – 06/30/24
OPTIONAL ACTIVITY: Place a checkmark in the box only if Grantee plans to participate in this activity. ☒ B. Enhance quality of STD care among providers in high volume clinics serving high morbidity areas or priority STD patients through activities such as provider detailing or clinical quality improvement.	- Proportion of early syphilis cases receiving first-line recommended treatment. - Proportion of gonorrhea cases receiving recommended treatment. - Description of activities and corresponding indicators in the End-of-Year Report. Provider detailing to 25 providers in high morbidity areas. Indicator is comparison of positive tests reported before and after two-three months and six months from detail visit.	07/01/19 – 06/30/24
OPTIONAL ACTIVITY: Place a checkmark in the box only if Grantee plans to participate in this activity. ☒ C Enhance STD screening and treatment for vulnerable populations in settings such as jail, juvenile detention centers, and other high prevalence non-clinical settings; mobile testing among homeless encampments and other geographic hot spots; or online via the I Know program.	Description of activities and corresponding indicators in the End-of-Year Report. Mobile STD testing among the homeless and other geographic hotspots. Number of tests given Number of positives found Number of treatments achieved	07/01/19 – 06/30/24

Exhibit A
Scope of Work

Activities	Performance Indicators/Deliverables	Timeline
Optional: Place a checkmark in the box only if Grantee plans to subcontract. ☐ D. Subcontract with community-based or other organizations to ensure success of core STD program functions (check box if conducting this activity).	Subcontract with community or other organizations, if needed.	07/01/19 – 06/30/24

Optional SOW Narrative: LHJ has new or innovative tasks that are not part of current Part III activities. Describe the specific methods and approaches that will be used to complete the activities selected for this objective. Briefly describe the anticipated scope of the proposed activities, deliverables, and a projected timeline, including the approximate beginning and ending month and year for each major activity.

Activities	Performance Indicators/Deliverables	Timeline
Not Applicable		

Part IV: Health Promotion: Increase STD/sexual health awareness and primary prevention.

Activities	Performance Indicators/Deliverables	Timeline
OPTIONAL ACTIVITY: Place a checkmark in the box only if Grantee plans to participate in this activity. ☐ A. Collect and review data to understand root causes of disparities in the local community; develop a plan to address disparities among African American and Latino/a populations.	- Description of activities in the End-of-Year Report, including: ➤ description of local disparities ➤ number of collaborator sites ➤ activities to address disparities ➤ other relevant program outcomes	07/01/19 – 06/30/24

Exhibit A
Scope of Work

Activities	Performance Indicators/Deliverables	Timeline
OPTIONAL ACTIVITY: Place a checkmark in the box only if Grantee plans to participate in this activity. ☐ B. Provide technical assistance to school districts and other school-based partners regarding confidential sexual health services and education in accordance with state regulations.	• Description of activities in the End-of-Year Report, including: ➤ number of collaborator sites ➤ technical assistance activities ➤ other relevant program outcomes	07/01/19 – 06/30/24
OPTIONAL ACTIVITY: Place a checkmark in the box only if Grantee plans to participate in this activity. ☐ C. Support local implementation of health promotion activities for adolescents and young adults; gay bisexual and other men who have sex with men; transgender individuals; racial/ethnic groups with high rates of infection; and other priority populations as defined by risk or geography.	• Description of activities in the End-of-Year Report, including: ➤ description of priority population or area ➤ number of collaborator sites ➤ health promotion activities ➤ other relevant program outcomes	07/01/19 – 06/30/24
D. Promote the presence, relevancy, and accuracy of STD prevention messaging on webpage(s) and other social media.	• Local health department website with: ➤ local STD data ➤ health alerts and provider resources ➤ sexual and reproductive health education materials ➤ links to clinical services • Description of other social media outreach in the End-of-Year Report.	07/01/19 – 06/30/24

Exhibit A
Scope of Work

Activities	Performance Indicators/Deliverables	Timeline
Optional: Place a checkmark in the box only if Grantee plans to subcontract. ☐ E. Subcontract with community-based or other organizations to ensure success of core STD program functions (check box if conducting this activity).	Subcontract with community or other organizations, if needed.	07/01/19 – 06/30/24

Optional SOW Narrative: LHJ has new or innovative tasks that are not part of current Part IV activities. Describe the specific methods and approaches that will be used to complete the activities selected for this objective. Briefly describe the anticipated scope of the proposed activities, deliverables, and a projected timeline, including the approximate beginning and ending month and year for each major activity.

Activities	Performance Indicators/Deliverables	Timeline
Not Applicable		

Exhibit A
Scope of Work

Part V: Policy and Communication: Assure effective communication and policy development to support STD prevention.

Activities	Performance Indicators/Deliverables	Timeline
A. Identify and leverage opportunities to educate community partners, policy makers, and the media.	Description of activities will be included in the End-of-Year Report.	07/01/19 – 06/30/24
B. Participate in statewide STD prevention forums, working groups, and web meetings to build capacity and enhance cross-jurisdictional communication.	- Number of attendees at the annual in-person California STD/HIV Controllers Association membership meeting - Number of monthly Executive Committee teleconferences attended - Number of Local Capacity Building webinars attended, as hosted by CDPH STD Control Branch. - Number of staff attending statewide stakeholder conferences hosted by CDPH STD Control Branch. - Description of additional activities in the End-of-Year Report.	07/01/19 – 06/30/24
C. Collaborate with health department and external partners to leverage systems for addressing congenital syphilis, HIV prevention, and correctional health.	Description of collaborations with health department partners (e.g., Maternal Child and Adolescent Health program, Public Health Nursing, HIV program) and external partners (e.g., community-based organizations, correctional facilities and contractors) in End-of-Year Report.	07/01/19 – 06/30/24
Optional: Place a checkmark in the box only if Grantee plans to subcontract. ☐ D. Subcontract with community-based or other organizations to ensure success of core STD program functions (check box if conducting this activity).	Subcontract with community or other organizations, if needed.	07/01/19 – 06/30/24

Exhibit A
Scope of Work

Optional SOW Narrative: LHJ has new or innovative tasks that are not part of current Part V activities. Describe the specific methods and approaches that will be used to complete the activities selected for this objective. Briefly describe the anticipated scope of the proposed activities, deliverables, and a projected timeline, including the approximate beginning and ending month and year for each major activity.

Activities	Performance Indicators/Deliverables	Timeline
Not Applicable		

5. Summary of Required Reports and Data

Frequency	Timeframe	Deadline	Activities	Report Recipient
Annual	07/01/2019 – 06/30/2024	06/30/2020 06/30/2021 06/30/2022 06/30/2023 06/30/2024	Part II – V	STDLHJContracts@cdph.ca.gov
Ongoing	7/01/2019 – 6/30/2024	Ongoing, within 45 days of report to the LHJ	STD Case Closure	CalREDIE data system, or by other means per agreement between the local STD Control Officer and the STDCB.

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

A. Upon completion of project activities as provided in Exhibit A, Scope of Work, and upon receipt and approval of the invoices, the State agrees to reimburse the Grantee for activities performed and expenditures incurred in accordance with the costs specified herein.

B. Invoices shall include the Grant Number and shall be submitted in duplicate not more frequently than quarterly in arrears to:

May Otow
California Department of Public Health
STD Control Branch
MS 7320
P.O. Box 997377
Sacramento, CA 95899-7377

C. Invoices shall:

- 1) Be prepared on Grantee letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee, or agent certifying that the expenditures claimed represent activities performed and are in accordance with Exhibit A, Scope of Work, under this Grant.
- 2) Bear the Grantee's name as shown on the Grant.
- 3) Identify the billing and/or performance period covered by the invoice.
- 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this Grant. Subject to the terms of this Grant, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by CDPH.

D. Invoices must be submitted no more than forty-five (45) calendar days after the end of each quarter unless a later or alternate deadline is agreed to in writing by the program Grant Manager.

2. 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 Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to fulfill any provisions of this Agreement.

Exhibit B
Budget Detail and Payment Provisions

- 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 the Grantee to reflect the reduced amount.

3. 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.

4. Amounts Payable

- A. The amount payable under this Grant shall not exceed \$1,231,675.
- B. Payment allocations shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are fulfilled and/or goods are received.

5. Timely Submission of Final Invoice

- A. A final undisputed invoice shall be submitted for payment no more than forty-five (45) calendar days following the expiration or termination date of this Grant, unless a later or alternate deadline is agreed to in writing by the program Grant Manager. Said invoice should be clearly marked "Final Invoice," indicating that all payment obligations of the State under this Grant have ceased and that no further payments are due or outstanding.
- B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Grantee fails to obtain prior written State approval of an alternate final invoice submission deadline.

6. Travel and Per Diem Reimbursement

- A. Any reimbursement for necessary travel and per diem shall be at the rates currently in effect as established by the California Department of Human Resources (CalHR).
- B. Grant funds may be used for reimbursement of travel expenses to attend meetings, conferences, and training. The Grantee is recommended to include travel funds for staff to attend the following:
 - 1. California STD/HIV Controllers Association annual meeting
 - 2. Other statewide conferences and meetings for congenital syphilis, surveillance, and disease intervention
 - 3. Disease Intervention Specialist training (e.g. Passport to Partner Services training for new DIS staff or other training for existing DIS staff)

Exhibit B
Budget Detail and Payment Provisions

C. In accordance with California Assembly Bill 1887 (Chapter 687, Statutes of 2016), and Government Code Section 11139.8, travel is prohibited to states that, enact the following after June 26, 2015:

1. A law that voids or repeals, or has the effect of voiding or repealing, existing state or local protections against discrimination on the basis of sexual orientation, gender identify, or gender expression.
2. A law that authorizes or requires discrimination against same-sex couples or their families or on the basis of sexual orientation, gender identify, or gender expression.
3. A law that creates an exemption to antidiscrimination laws in order to permit discrimination against same-sex couples or their families or on the basis of sexual orientation, gender identify, or gender expression.

The California Attorney General's webpage lists the states to where travel is prohibited.

D. The total budget amount for out-of-state travel shall not exceed five (5) percent of the total annual budget of this grant agreement.

7. Use of Funds / Supplanting

These funds shall be used to supplement and enhance existing local STD program activities and services and shall not replace existing services and activities, prevent the addition of new services and activities, and does not duplicate reimbursement of costs and services received from local funds or other sources.

8. Proper Use of Funds

A. The funds for this grant agreement may be used for:

1. Local health jurisdiction staff to support STD prevention and control activities.
2. Out-of-state travel to conferences and meetings, except to prohibited states as provided in 6.C. above. Travel costs may include travel and per diem for local leadership and other relevant staff (listed in the budget as in-kind support) to attend the Annual California STD HIV Controllers Association Membership Meeting, Annual STDCB Statewide Meeting (e.g., Congenital Syphilis Prevention Forum), National STD Prevention Conference, or other national forums as relevant. Prior written approval for out-of-state travel approval must be obtained from STDCB and shall not exceed five (5) percent of the total annual budget of this grant agreement.
3. In-state travel to support local capacity building, except to prohibited states as provided in 6.C. above. This includes training course fees, travel, and per diem to support enhancement of knowledge, skills, and abilities of Disease Intervention Workforce (e.g., Passport to Partner Services, Phlebotomy, Cultural Humility), or other staff essential to STD prevention and control.

Exhibit B
Budget Detail and Payment Provisions

4. STD test kits and other testing supplies.
 5. STD treatment (i.e., Suprax, Azithromycin, Bicillin, Ceftriaxone, Doxycycline)
 6. Condoms.
 7. Provider education materials.
 8. Client education materials.
- B. The funds for this grant agreement **may be used for the following items, with supportive justification, tracking, and reporting of outcomes:**
1. Incentives such as low value gift cards (e.g., WalMart, Safeway, transportation vouchers), hygiene kits, and/or other STD-related incentives.
 - a. Client incentives, such as low value gift cards, may be approved as Behavioral Modification Materials (BMM). The value of the incentive is limited to \$50.00 of merchandise per person per intervention (e.g. client attendance for syphilis treatment at \$25.00 for each Bicillin injection).
 - b. Current CDPH approvals require the BMM to be justified with scientific proof of behavior change, and be accompanied by a targeted distribution plan, incentive tracking log, and reporting of incentive distribution and client outcomes.
 - c. Incentives cannot be used for the purchase of alcohol, tobacco, or drug products.
 - d. The use of incentives must comply with the provisions in Exhibit E, STD Local Assistance Funds – Standards and General Terms and Conditions.
 2. BMMs are provided to program participants to motivate and/or reinforce positive behavior and/or involvement in STD control and prevention activities. Receipt of a BMM requires action on the part of the recipient. The Grantee is responsible for the possession, security (e.g., will keep the BMMs in a secure location), and accountability of the BMMs. The Grantee will prepare a log sheet that will track and identify each of the BMMs, value, transfer date, and recipient.
- C. The funds for this grant agreement **cannot** be used for:
1. Stuff We All Get (SWAG) - The purchase of free promotional items for health promotion events such as pens, mugs, t-shirts, posters, key chains, or bumper stickers. This provision is in accordance with the California State Constitution, Article 16, section 6, which prohibits any gifting of public funds.
 2. Individual prizes or high value incentives (e.g., iPads, iPhones) for health promotion competitions.
 3. Cash incentives paid to an individual.
 4. Scholarships paid to an individual or a school on behalf of an individual.
 5. Food (e.g., sponsored lunch or dinner at provider education sessions, brown bag lunches, buffets at screening events).

Exhibit B
Budget Detail and Payment Provisions

6. The purchase, lease, or other support of county vehicles or mobile testing units.
7. Construction, renovation, improvement, or repair of property.

Exhibit C

Standard Grant Conditions

1. **APPROVAL:** This grant is of no force or effect until signed by both parties and approved by the Department of General Services, if required. The Grantee may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this grant shall be valid unless made in writing, signed by the parties, and approved as required. No oral understanding or agreement not incorporated in the grant is binding on any of the parties. In no case shall the Department materially alter the scope of the project set forth in Exhibit A.
3. **ASSIGNMENT:** This grant is not assignable by the Grantee, either in whole or in part, without the written consent of the Grant Manager in the form of a written amendment to the grant.
4. **AUDIT:** Grantee agrees that the Department, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to this grant. Grantee agrees to maintain such records for a possible audit for a minimum of three (3) years after final payment or completion of the project funded with this grant, unless a longer period of records retention is stipulated. Grantee agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Grantee agrees to include a similar right of the State to audit records and interview staff in any subcontract related to the project.
5. **CONFLICT OF INTEREST:** Grantee certifies that it is in compliance with all applicable state and/or federal conflict of interest laws.
6. **INDEMNIFICATION:** Grantee agrees to indemnify, defend, and save harmless the State, its officers, agents, and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm, or corporation furnishing or supplying work services, materials, or supplies in connection with the project, and from any and all claims and losses accruing or resulting to any person, firm, or corporation who may be injured or damaged by Grantee in the performance of any activities related to the project.
7. **FISCAL MANAGEMENT SYSTEMS AND ACCOUNTING STANDARDS:** Grantee agrees that, at a minimum, its fiscal control and accounting procedures will be sufficient to permit tracing of all grant funds to a level of expenditure adequate to establish that such funds have not been used in violation of any applicable state or federal law, or the provisions of this grant. Grantee further agrees that it will maintain separate project accounts in accordance with generally accepted accounting principles.
8. **GOVERNING LAW:** This grant is governed by and shall be interpreted in accordance with the laws of the State of California.

Exhibit C

Standard Grant Conditions

9. **INCOME RESTRICTIONS:** Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this grant shall be paid by the Grantee to the Department, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the Department under this grant.
10. **INDEPENDENT GRANTEE:** Grantee, and its agents and employees of Grantee, in the performance of the project, shall act in an independent capacity and not as officers, employees, or agents of the Department.
11. **MEDIA EVENTS:** Grantee shall notify the Department's Grant Manager in writing at least twenty (20) working days before any public or media event publicizing the accomplishments and/or results of the project and provide the opportunity for attendance and participation by Department's representatives.
12. **NO THIRD-PARTY RIGHTS:** The Department and Grantee do not intend to create any rights or remedies for any third-party as a beneficiary of this grant or the project.
13. **NOTICE:** Grantee shall promptly notify the Department's Grant Manager in writing of any events, developments, or changes that could affect the completion of the project or the budget approved for this grant.
14. **PROFESSIONALS:** Grantee agrees that only licensed professionals will be used to perform services under this grant where such services are called for.
15. **RECORDS:** Grantee certifies that it will maintain project accounts in accordance with generally accepted accounting principles. Grantee further certifies that it will comply with the following conditions for a grant award as set forth in the Grant.
 - A. Establish an official file for the project which shall adequately document all significant actions relative to the project;
 - B. Establish separate accounts which will adequately and accurately depict all amounts received and expended on this project, including all grant funds received under this grant;
 - C. Establish separate accounts which will adequately depict all income received which is attributable to the project, especially including any income attributable to grant funds disbursed under this grant;
 - D. Establish an accounting system which will adequately depict final total costs of the project, including both direct and indirect costs; and
 - E. Establish such accounts and maintain such records as may be necessary for the state to fulfill federal reporting requirements, including any and all reporting requirements under federal tax statutes or regulations.

Exhibit C

Standard Grant Conditions

16. **RELATED LITIGATION:** Under no circumstances may Grantee use funds from any disbursement under this grant to pay for costs associated with any litigation between the Grantee and the Department.
17. **RIGHTS IN DATA:** Grantee and the Department agree that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work submitted under Exhibit A in the performance of the project funded by this grant shall be in the public domain. Grantee may disclose, disseminate, and use, in whole or in part, any final form, data, and information received, collected, and developed under this project, subject to appropriate acknowledgment of credit to the Department for financial support. Grantee shall not utilize the materials submitted to the Department (except data) for any profit-making venture or sell or grant rights to a third-party who intends to do so. The Department has the right to use submitted data for all governmental purposes.
18. **VENUE:** The Department and Grantee agree that any action arising out of this grant shall be filed and maintained in the Superior Court, California. Grantee waives any existing sovereign immunity for the purposes of this grant, if applicable.
19. **STATE-FUNDED RESEARCH GRANTS**
 - A. Grantee shall provide for free public access to any publication of a department-funded invention or department-funded technology. Grantee further agrees to all terms and conditions required by the California Taxpayer Access to Publicly Funded Research Act (Chapter 2.5 (commencing with Section 13989) of Part 4.5 of Division 3 of Title 2 of the Government Code).
 - B. As a condition of receiving the research grant, Grantee agrees to the following terms and conditions which are set forth in Government Code Section 13989.6 ("Section 13989.6"):
 - 1) Grantee is responsible for ensuring that any publishing or copyright agreements concerning submitted manuscripts fully comply with Section 13989.6.
 - 2) Grantees shall report to the Department the final disposition of the research grant, including, but not limited to, if it was published, when it was published, where it was published, when the 12-month time period expires, and where the manuscript will be available for open access.
 - 3) For a manuscript that is accepted for publication in a peer-reviewed journal, the Grantee shall ensure that an electronic version of the peer-reviewed manuscript is available to the department on an appropriate publicly accessible database approved by the Department, including, but not limited to, the University of California's eScholarship Repository at the California Digital Library, to be made publicly available not later than

Exhibit C

Standard Grant Conditions

12 months after the official date of publication. Manuscripts submitted to the California Digital Open Source Library shall be exempt from the requirements in subdivision (b) of Section 66408 of the Education Code. Grantee shall make reasonable efforts to comply with this requirement by ensuring that their manuscript is accessible on an approved publicly accessible database, and notifying the Department that the manuscript is available on a department-approved database. If Grantee is unable to ensure that their manuscript is accessible on an approved publicly accessible database, Grantee may comply by providing the manuscript to the Department not later than 12 months after the official date of publication.

- 4) For publications other than those described in paragraph B.3 above, including meeting abstracts, Grantee shall comply by providing the manuscript to the Department not later than 12 months after the official date of publication.
- 5) Grantee is authorized to use grant money for publication costs, including fees charged by a publisher for color and page charges, or fees for digital distribution.

Exhibit D
Additional Provisions

1. Cancellation / Termination

- A. This Grant may be cancelled by CDPH without cause upon thirty (30) calendar days advance written notice to the Grantee.
- B. CDPH reserves the right to cancel or terminate this Grant immediately for cause. The Grantee may submit a written request to terminate this Grant only if CDPH substantially fails to perform its responsibilities as provided herein.
- C. The term "for cause" shall mean that the Grantee fails to meet the terms, conditions, and/or responsibilities of this agreement. Causes for termination include, but are not limited to the following occurrences:
 - 1) If the Grantee knowingly furnishes any statement, representation, warranty, or certification in connection with the agreement, which representation is materially false, deceptive, incorrect, or incomplete.
 - 2) If the Grantee fails to perform any material requirement of this Grant or defaults in performance of this agreement.
 - 3) If the Grantee files for bankruptcy, or if CDPH determines that the Grantee becomes financially incapable of completing this agreement.
- D. Grant termination or cancellation shall be effective as of the date indicated in CDPH's notification to the Grantee. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. In the event of early termination or cancellation, the Grantee 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 Grant.
- F. In the event of termination, and at the request of CDPH, the Grantee shall furnish copies of all proposals, specifications, designs, procedures, layouts, copy, and other materials related to the services or deliverables provided under this Grant, whether finished or in progress on the termination date.
- G. The Grantee will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to this agreement after the effective date of termination.
- H. Upon receipt of notification of termination of this Grant, and except as otherwise specified by CDPH, the Grantee shall:
 - 1) Place no further order or subgrants for materials, services, or facilities.
 - 2) Settle all outstanding liabilities and all claims arising out of such termination of orders and subgrants.

Exhibit D
Additional Provisions

- 3) Upon the effective date of termination of the Grant and the payment by CDPH of all items properly changeable to CDPH hereunder, Grantee shall transfer, assign and make available to CDPH all property and materials belonging to CDPH, all rights and claims to any and all reservations, grants, and arrangements with owners of media/PR materials, or others, and shall make available to CDPH all written information regarding CDPH's media/PR materials, and no extra compensation is to be paid to Grantee for its services.
 - 4) Take such action as may be necessary, or as CDPH may specify, to protect and preserve any property related to this agreement which is in the possession of the Grantee and in which CDPH has or may acquire an interest.
- I. CDPH may, at its discretion, require the Grantee to cease performance of certain components of the Scope of Work as designated by CDPH and complete performance of other components prior to the termination date of the Grant.

2. Avoidance of Conflicts of Interest by Grantee

- A. CDPH intends to avoid any real or apparent conflict of interest on the part of the Grantee, subgrants, or employees, officers and directors of the Grantee or subgrants. Thus, CDPH reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Grantee to submit additional information or a plan for resolving the conflict, subject to CDPH review and prior approval.
- B. Conflicts of interest include, but are not limited to:
- 1) An instance where the Grantee or any of its subgrants, or any employee, officer, or director of the Grantee or any subgrant or has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the grant would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the grant.
 - 2) An instance where the Grantee's or any subgrant's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.
- C. If CDPH is or becomes aware of a known or suspected conflict of interest, the Grantee will be given an opportunity to submit additional information or to resolve the conflict. A Grantee with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by CDPH to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating the grant. CDPH may, at its discretion upon receipt of a written request from the Grantee, authorize an extension of the timeline indicated herein.

Exhibit D
Additional Provisions

3. Dispute Resolution Process

- A. A Grantee 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 Grantee and CDPH, the Grantee must seek resolution using the procedure outlined below.
- 1) The Grantee should first informally discuss the problem with the CDPH Program Grant Manager. If the problem cannot be resolved informally, the Grantee 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 Grantee'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 Grantee. The Branch Chief shall respond in writing to the Grantee indicating the decision and reasons therefore. If the Grantee disagrees with the Branch Chief's decision, the Grantee may appeal to the second level.
 - 2) When appealing to the second level, the Grantee must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Grantee shall include with the appeal a copy of the Grantee'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 Grantee 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 Grantee within twenty (20) working days of receipt of the Grantee's second level appeal.
- B. If the Grantee wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Grantee 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 Grant Manager.

Exhibit D
Additional Provisions

- 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 Grantee shall be notified in writing by the CDPH Grant Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

Exhibit E

STD Local Assistance Funds – Standards and General Terms and Conditions

1. Overview

The California Department of Public Health (CDPH) STD Control Branch (STDCB) sets forth the following standards and procedures. These standards and procedures specify the conditions for receipt of CDPH STDCB local assistance funds. The purpose of the sexually transmitted disease (STD) local assistance funds is to augment local support for STD prevention and control activities. The local health department has the authority for STD prevention and control as outlined in the Summary of Regulations Related to STD Prevention and Control Efforts in California.

<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/STD-ForLocalHealthJurisdictions.aspx>.

2. Grantee's Responsibilities

The Grantee agrees to:

- A. Direct activities toward achieving the program objectives set forth by the CDPH STDCB.
- B. Use these funds in accordance with any additional guidance set forth by the CDPH STDCB regarding the granting, use and reimbursement of the STDCB local assistance funds. Additional consideration should be given to other guidance from the CDPH and Centers for Disease Control and Prevention intended to highlight successful STD or HIV prevention strategies or outline California specific initiatives, policies and procedures. Please find relevant programmatic guidance documents on the CDPH STDCB website:
<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/STD.aspx>
- C. Use these funds to augment existing funds and not supplant funds that have been locally appropriated for the same purposes. Local assistance funds are intended to provide local entities with increased capabilities to address STD control needs. Supplanting of funds is defined (for the purposes of this agreement) as using local assistance award monies to “replace” or “take the place of” existing local funding. For example, reductions in local funds cannot be offset by the use of CDPH STDCB dollars for the same purpose.
- D. Abide by the most recent standards of care for STD screening, treatment, control and prevention as promulgated by:
 1. California Department of Public Health
<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/STDs-ClinicalGuidelines.aspx>
 2. Centers for Disease Control and Prevention
<https://www.cdc.gov/std/tg2015/default.htm>
- E. Share health advisories, health education materials, and other products created to enhance STD awareness and prevention funded with these dollars with CDPH and other LHJs in California. The intent of this is to allow duplication (where possible) and cross-jurisdictional reach of successful STD awareness campaigns aimed at the public, select populations, or clinical providers. These should be submitted with the annual progress report.
- F. Submit information and reports as requested by the CDPH STDCB.

Exhibit E

STD Local Assistance Funds – Standards and General Terms and Conditions

3. Reporting Requirements

A. Case Reports

All Grantees shall comply with morbidity reporting requirements for reportable STDs identified in Title 17, California Code of Regulations (CCR) §2500, §2593, §2641.5-2643.20, and §2800 – 20182 Reportable Diseases and Conditions.

<https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/ReportableDiseases.pdf>

All Grantees, excluding Los Angeles and San Francisco, must enter STD case data for their jurisdiction directly into the California Reportable Disease Information Exchange (CalREDIE), the CDPH web-based reporting software for notifiable diseases. CDPH STD Control Branch will provide essential variables for data entry and STD case report forms. Specific case investigation and report requirements are as follows:

1. Syphilis laboratory tests and confidential morbidity reports should be processed and assigned for investigation according to the California Syphilis Reactor Alert System (SRAS). Some health jurisdictions may have a more nuanced local system for prioritizing reported reactive syphilis tests.
<https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/SyphilisReactorSRASChartAlgorithm.pdf>
2. Syphilis cases and congenital syphilis case investigations are to be reported according to updated CDPH STDCB protocols on the appropriate case report forms (Syphilis Interview Record or California Congenital Syphilis-CS Case Investigation and Report) found in CalREDIE; samples of these forms can be viewed at <https://www.cdph.ca.gov/Programs/PSB/Pages/CommunicableDiseaseControl.aspx>. Grantees will submit complete case reports into the CalREDIE Electronic Filing Cabinet within 45 days of initial report to local health department.
3. Chlamydia and gonorrhea reports are automatically initiated through CalREDIE with electronic laboratory report information, data entry of laboratory, or provider report.
4. Cases of gonorrhea with suspected treatment failure or with high minimum inhibitory concentrations (MIC) to CDC-recommended treatment should be reported to CDPH STDCB within 24 hours of initial report to local health department. Reports should be conveyed by calling the CDPH STDCB Office at (510) 620-3400.
5. Suspected or confirmed cases of granuloma inguinale, lymphogranuloma venereum, and chancroid should be reported to CDPH STDCB within 24 hours of initial report to local health department. Reports should be conveyed by calling the CDPH STDCB Office at (510) 620-3400.

Exhibit E

STD Local Assistance Funds – Standards and General Terms and Conditions

Grantees will participate in STD-specific CalREDIE trainings and conduct quality control procedures, including review of cases to ensure appropriate surveillance case definition and reconciliation of case counts. For STD case definitions, please visit <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/STDCaseDefinitions.aspx>

B. Electronic Reporting

All Grantees, excluding Los Angeles and San Francisco, must enter STD case data for their jurisdiction directly into CalREDIE, including data entry of core variables into the CalREDIE tabs, case reports and interview records. Neither submission of hard copy forms for data entry into CalREDIE by CDPH, nor scanning of case reports/interview records into EFC, sans data entry, will be accepted. Direct entry of data into CalREDIE improves reporting processes including submission of case reports to the CDC and inter-jurisdictional communication. The CDPH STDCB website has extensive resources to assist LHJs with CalREDIE including frequently asked questions, manuals/guidelines, and forms/instructions.

<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/STD-CalREDIE-Resources.aspx>

For additional STD-related CalREDIE help, please email STDCalREDIE@cdph.ca.gov.

C. Data Security and Confidentiality

Grantees shall comply with recommendations set forth in CDC's "Data Security and Confidentiality Guidelines for HIV, Viral Hepatitis, Sexually Transmitted Disease, and Tuberculosis Programs."

<http://www.cdc.gov/nchhstp/programintegration/docs/PCSIDataSecurityGuidelines.pdf>. Grantees shall have staff complete CDPH required confidentiality and data security training, and maintain on file associated confidentiality agreements for each staff person with access to STD data.

D. Outbreak Reporting

The California Code of Regulations (Title 17, Section 2502[c]) directs local health officers to immediately report unusual disease occurrences or outbreaks to CDPH. Reports should be conveyed by calling the CDPH STDCB Office at (510) 620-3400.

Exhibit E

STD Local Assistance Funds – Standards and General Terms and Conditions

E. Financial Expenditures and Reporting

Grantees must maintain records reflecting actual expenditures. Please see the CDPH STDCB Use of Local Assistance Funds document for guidance on allowable and non-allowable expenditures.

<https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/UseofLocalAssistanceFunds.pdf>. The CDPH STDCB reserves the right to question and re-negotiate reimbursement for any expenditure that may appear to exceed a reasonable cost for the service. Financial expenditures/reporting are required and must be submitted within 45 calendar days after the end of each quarter. Annual financial expenditures and reporting should be submitted no later than 45 days after the end of the budget period. Invoices should be sent to STDLHJInvoices@cdph.ca.gov.

F. Annual Performance Progress Reporting

The Annual Performance Progress Report is due no later than 30 days prior to the end of the budget period (e.g. May 31, 2020), and serves as the continuation application for the follow-on budget period. All publications and manuscripts published as a result of the work supported in part or whole by the cooperative grant must be submitted with the performance progress reports. Additionally, health advisories, health education materials, and other products should be submitted. Annual Performance Progress Report should be submitted to STDLHJContracts@cdph.ca.gov.

G. Reporting Use of Incentives

Acceptable incentives include items such as low value gift cards (e.g., WalMart, Safeway, transportation vouchers), hygiene kits, and/or other STD-related incentives. All proposals for incentives must be submitted to CDPH STDCB for review prior to purchase and project implementation, accompanying documents must contain justification for use as behavior modification material, and accompanied by a targeted distribution plan and tracking/reporting/outcome log. When using incentives to achieve the goals and objectives outlined in the Scope of Work, the Grantee must adhere to the following requirements:

1. Complete a Subject Reimbursement Log that is kept within a secure study file. This log will contain the gift card brand, gift card number, denomination, date purchased, reason for disbursement, the recipient of the incentive, and the issue date (see attached log).
2. Each participant receiving an incentive must complete a Subject Incentive Payment Receipt at the time the incentive is issued. The Subject Incentive Payment Receipt must be kept in a secure location.
3. Participation incentives cannot be used for the purchase of alcohol, tobacco, or drug products.
4. A copy of the Subject Reimbursement Log must be submitted with the quarterly invoice.

Exhibit E

STD Local Assistance Funds – Standards and General Terms and Conditions

5. The Subject Incentive Payment Receipt must be kept for a minimum of five (5) years after the termination of the grant.
4. **Rights of California Department of Public Health, Sexually Transmitted Disease Control Branch**
 - A. The CDPH STDCB reserves the right to modify the terms and conditions of all awards. Additional information and documentation may be required.
 - B. The CDPH STDCB reserves the right to use and reproduce all reports and data produced and delivered pursuant to the local assistance awards and reserves the right to authorize others to use or reproduce such materials, provided that the confidentiality of patient information and records is protected pursuant to California State laws and regulations.

Exhibit F

**CALIFORNIA STD AND ENHANCED HIV/AIDS CASE REPORTING
SYSTEM DATA USE AND DISCLOSURE AGREEMENT**

This California STD and HIV/AIDS Case Reporting System Data Use and Disclosure Agreement (hereinafter referred to as "Agreement") sets forth the information privacy and security requirements that County of San Bernardino (hereinafter referred to as "Data Recipient") is obligated to follow with respect to all STD and HIV/AIDS Case Reporting System data, and other personal and confidential information, (as each of these types of data and information are defined herein), disclosed to Data Recipient by the California Department of Public Health (CDPH) (such STD and Enhanced HIV/AIDS Case Reporting System [eHARS] DATA AND OTHER PERSONAL AND CONFIDENTIAL INFORMATION ARE ALSO REFERRED TO HEREIN COLLECTIVELY AS "Protected Data"). This agreement covers Protected Data in any medium (paper, electronic, oral) the Protected Data exist in. By entering into this agreement, CDPH and Data Recipient desire to protect the privacy and provide for the security of all Protected Data in compliance with all state and federal laws applicable to the protected Data. Permission to receive and use Protected Data requires execution of this agreement that describes the terms, conditions, and limitations of Data Recipient's use of the Protected Data.

- I. Definitions: For purposes of this agreement, the following definitions shall apply:
 - A. Breach: "Breach" means:
 1. The acquisition, access, use, or disclosure of Protected Data, in any medium (paper, electronic, oral), in violation of any state or federal law or in a manner not permitted under this agreement, that compromises the privacy, security, or integrity of the information. For purposes of this definition, "compromises the privacy, security, or integrity of the information" means to pose a significant risk of financial, reputational, or other harm to an individual or individuals; or
 2. The same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(d).
 - B. Confidential Information: "Confidential Information" means information that:
 1. Does not meet the definition of "public records" set forth in California Government Code Section 6252, subdivision (e), or is exempt from disclosure under any of the provisions of Section 6250, et seq. of the California Government Code or any other applicable state or federal laws;
 2. Meets the definition of "confidential public health record" set forth in California Health and Safety Code Section 121035, subdivision (c); or
 3. Is contained in documents, files, folders, books, or records that are clearly labeled, marked, or designated with the word "confidential" by CDPH.

Exhibit F

**CALIFORNIA STD AND ENHANCED HIV/AIDS CASE REPORTING
SYSTEM DATA USE AND DISCLOSURE AGREEMENT**

- C. 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 (California Health and Safety Code Section 121035 and 121125).
- D. eHARS Data: "eHARS data" means data in or from the central registry maintained by CDPH of demographic, clinical, HIV risk behavior, vital status, health facility, and administrative information on all reported HIV infections and AIDS diagnoses in California, known as eHARS. "eHARS data" specifically includes all information contained in or extracted from the following:
1. The CDPH HIV/AIDS Confidential Case Report Form, Adult (CDPH 8641A);
 2. The CDPH HIV/AIDS Confidential Case Report Pediatric Form (CDPH 8641P);
 3. Birth certificate document;
 4. Death document
 5. Laboratory document;
 6. Pre-test document;
 7. Post-test document;
 8. Administrative data (document identification, system dates) from eHARS.
- E. Personal Information: "Personal Information" means information that:
1. By itself, directly identifies, or uniquely describes an individual; or
 2. Creates a substantial risk that it could be used in combination with other information to indirectly identify or uniquely describe an individual, or link an individual to the other information; or
 3. Meets the definition of "personal information" set forth in California Civil Code Section 1798.3, subdivision (a); or
 4. Is one of the data elements set forth in California Civil Code Section 1798.29, subdivisions (e)(1), (2), or (3); or

Exhibit F

**CALIFORNIA STD AND ENHANCED HIV/AIDS CASE REPORTING
SYSTEM DATA USE AND DISCLOSURE AGREEMENT**

5. Meets the definition of “medical information” set forth in either California Civil Code Section 1798.29, subdivision (f)(2) or California Civil Code Section 56.05, subdivision (g); or
6. Meets the definition of “health insurance information” set forth in California Civil Code section 1798.29, subdivision (f)(3).

F. Protected Data: “Protected Data” means data that consists of one or more of the following types of information:

1. “eHARS Data,” as defined above; or
2. “Confidential Information,” as defined above; or
3. “Personal Information,” as defined above.

G. Security Incident: “Security Incident” means:

1. An attempted breach; or
2. The attempted or successful modification or destruction of Protected Data, in violation of any state or federal law or in a manner not permitted under this agreement; or
3. The attempted or successful modification or destruction of, or interference with, Data Recipient’s system operations in an information technology system, that negatively impacts the confidentiality, availability, or integrity of Protected Data, or hinders or makes impossible Data Recipient’s receipt, collection, creation, storage, transmission, or use of Protected Data by Data Recipient pursuant to this agreement.

H. Use: “Use” means the sharing, employment, application, utilization, examination, or analysis of information.

- II. Background and Purpose: The CDPH Office of AIDS (OA) is designated by the California Health and Safety Code Section 131019 as the lead agency for coordinating state programs, services, and activities relating to HIV/AIDS. The primary mission of OA is to assess, prevent, and interrupt the transmission of HIV and to provide for the needs of infected Californians by identifying the scope and extent of HIV infection, providing for the needs which it creates, and disseminating timely and complete information. OA is responsible for oversight of HIV/AIDS case reporting in California and as such, maintains eHARS, a confidential, central registry of demographic and clinical information on all reported HIV infections and AIDS diagnoses in California. Case counts generated by this reporting system are used to inform funding allocations for such programs and activities as the Ryan White Program, Federal Centers for Disease Control and

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Prevention (CDC) prevention, and surveillance. The Health Resources and Services Administration uses HIV and AIDS case counts to determine Ryan White funding levels. Through Ryan White, California receives funding for a wide variety of health care and support services, which identify and coordinate efforts to assist California's most vulnerable HIV-positive populations. eHARS collects data to support HIV/AIDS surveillance according to CDC standards. Thus, the system is designed to collect, organize, manage, store, and retrieve data CDC has identified as necessary to conduct HIV/AIDS case surveillance statewide.

The purpose of this agreement is to permit exchange of eHARS information between California's local health jurisdictions and CDPH. This exchange is necessitated by California Code of Regulations (Title 17, sections 2502, 2505, and 2641.5 through 2643.20), which dictates that case report information from laboratories and health care providers is reportable to the local health officer who thereafter reports this information to CDPH (a decentralized system). California's decentralized eHARS thus facilitates local as well as CDPH access to eHARS data to facilitate local care, prevention, and surveillance activity, including local application to Federal Ryan White Part A funds and locally tailored prevention services.

- III. Legal Authority for Disclosure and Use of Protected Data: The legal authority for CDPH to collect, use, and disclose Protected Data, and for Data Recipient to receive and use Protected Data is as follows:

A, General Legal Authority:

List of Reportable Diseases and Conditions:

1. California Health and Safety Code Section 120130 provides in part as follows: "The department shall establish a list of reportable diseases and conditions. For each reportable disease and condition, the department shall specify the timeliness of requirements related to the reporting of each disease and condition, and the mechanisms required for, and the content to be included in, reports made pursuant to this section. The list of reportable diseases and conditions may include both communicable and noncommunicable diseases. Those diseases listed as reportable shall be properly reported as required to the department by the health officer...."
2. Title 17, California Code of Regulations, Section 2500, subdivision (g), provides in part as follows: "Upon the State Department of Public Health's request, a local health department shall provide to the department the information reported pursuant to this section...."

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B. California HIV/AIDS-Specific Legal Authority:

1. Disclosure Permitted for Public Health Purposes: California Health and Safety 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 state or local public health agencies, or an agent of such an agency, shall be 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 Data Recipient: California Health and Safety Code 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 such an 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. Further Disclosure Permitted For Public Health Purposes: California Health and Safety 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 include only the information necessary for the purpose of that disclosure and shall be made only upon agreement that the information will be kept confidential and will not be further disclosed without written authorization, as described in subdivision (a)....."
4. Only Minimum Necessary Disclosure Permitted: California Health and Safety Code Section 121025, subdivision (c), provides as follows: "Any disclosure authorized ... shall include only the information necessary for the purpose of that disclosure....."
5. Agreement Required: California Health and Safety Code Section 121025, subdivision (c), provides as follows: "[Disclosure] shall be made only upon agreement that the information will be kept confidential and will not be further disclosed without written authorization [by the subject of the information]....."

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6. No Liability for HIV/AIDS Reporting: California Health and Safety Code Section 120980, subdivision (i), provides an exemption from liability for disclosure of HIV/AIDS reporting: "Nothing in this section imposes liability or criminal sanction for disclosure of an HIV test, as defined in subdivision (c) of Section 120775, in accordance with any reporting requirement for a case of HIV infection, including AIDS by the [California Department of Public Health]....."
7. AIDS Reporting: Title 17, California Code of Regulations, Section 2502, subdivision (b), provides in part as follows: Title 17, California Code of Regulations, Section 2502, subdivision (b), provides in part as follows: Individual Case and Outbreak Reports: For the diseases listed below, the local health officer shall prepare and send to the Department along with the summary report described in (a) above an individual case or outbreak report for each individual case/outbreak of those diseases which the Department has identified as requiring epidemiological analysis reported pursuant to Section 2500. At the discretion of the director, the required individual case/outbreak report may be either a Confidential Morbidity Report (PM-110 1/90), its electronic equivalent or a hard copy 8.5 x 11 inch individual case/outbreak report form. The Weekly Morbidity by Place of Report form (DHS 8245 11/95) indicates which format to use. Each individual case report shall include the following: 1) verification of information reported pursuant to Section 2500; 2) information on the probable source of infection, if known; 3) laboratory or radiologic findings, if any; 4) clinical signs and/or symptoms, if applicable; and 5) any known epidemiological risk factors..... "An individual case report is required for the following diseases: Acquired Immune Deficiency Syndrome (AIDS)....."
8. HIV Infection Reporting:
 - a. California Health and Safety Code Section 121022, subdivision (a) provides: "To ensure knowledge of current trends in the HIV epidemic and to assure that California remains competitive for federal HIV and AIDS funding, health care providers and laboratories shall report cases of HIV infection to the local health officer using patient names. Local health officers shall report unduplicated HIV cases by name to the [California Department of Public Health]"

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- b. California Health and Safety Code Section 121022, subdivision (f) provides: "State and local health department employees and contractors shall be required to sign confidentiality agreement developed by the department that include information related to the penalties for a breach of confidentiality, and the procedures for reporting a breach of confidentiality....."
- c. California Health and Safety Code section 121023, subdivision (a) provides: "Subject to subdivision (b), each clinical laboratory, as defined in Section 1206 of the Business and Professions Code, shall report all CD4+ T-Cell Test results to the local health officer for the local health jurisdiction where the health care provider facility is located within seven days of the completion of the CD4+ T-Cell test....."
- d. Title 17, California Code of Regulations, Section 2643.15, provides in part as follows: "The local health officer or his or her authorized designee shall match and unduplicate laboratory reports of confirmed HIV tests with the local health department HIV/AIDS registry database and with HIV/AIDS case reports received from health care providers and not entered into the database. The health officer or his or her authorized designee shall, within 45 calendar days of receipt of a laboratory report of a confirmed HIV test, submit unduplicated HIV/AIDS case reports to the Department."

C. Health Insurance Portability and Accountability Act (HIPAA) Authority:

- 1. CDPH HIPAA Status: CDPH is a "hybrid entity" for purposes of applicability of the federal regulations entitled, "Standards for Privacy of Individually Identifiable Health Information," ("Privacy Rule") (Title 45, Code of Federal Regulations, Part 160, 162 and 164) promulgated pursuant to HIPAA (Title 42, United States Code, Sections 1320d – 1320d-8). All of the CDPH programs that collect, use, or disclose Protected Data have been designated by CDPH as HIPAA-covered "health care components" of CDPH. (Title 45, Code of Federal Regulations, Section 164.504(c)(3)(iii).)
- 2. Parties Are "Public Health Authorities": CDPH and Data Recipient are each a "public health authority" as that term is defined in the Privacy Rule. (Title 45, Code of Federal Regulations, Sections 164.501 and 164.512(b)(1)(i).)

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3. Protected Data Use and Disclosure Permitted by HIPAA: To the extent a disclosure or use of Protected Data is a disclosure or use of "Protected Health Information" (PHI) of an individual, as that term is defined in Section 160.103 of Title 45, Code of Federal Regulations, the following Privacy Rule provisions apply to permit such Protected Data disclosure and/or use by CDPH and Data Recipient, without the consent or authorization of the individual who is the subject of the PHI:
 - a. The HIPAA Privacy Rule creates a special rule for a subset of public health disclosures whereby HIPAA cannot preempt state law if, "[t]he provision of state law, including state procedures established under such law, as applicable, provides for the reporting of disease or injury, child abuse, birth, or death, or for the conduct of public health surveillance, investigation, or intervention." (Title 45, Code of Federal Regulations, Section 160.203(c).) [NOTE: See Section IV.A and IV.B, above.]
 - b. A covered entity may disclose PHI to a "public health authority" carrying out public health activities authorized by law (Title 45, Code of Federal Regulations, Section 164.512(b).).
 - c. Other, non-public health-specific provisions of HIPAA may also provide the legal basis for all or specific Protected Data uses and disclosures.
- IV. Disclosure Restrictions: The Data Recipient, and its employees or agents, shall protect from unauthorized disclosure any Protected Data. The Data Recipient shall not disclose, except as otherwise specifically permitted by this agreement, any Protected Data to anyone other than CDPH, except if disclosure is allowed or required by state or federal law.
- V. Use Restrictions: The Data Recipient, and its employees or agents, shall not use any Protected Data for any purpose other than carrying out the Data Recipient's obligations under the statutes and regulations set forth in Section IV, above, or as otherwise allowed or required by state or federal law.
- VI. Safeguards: Data Recipient shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of Protected Data, including electronic or computerized Protected Data. The Data Recipient 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 the Data Recipient's operations and the nature and scope of its activities in performing its legal obligations and duties (including performance of its duties and obligations under this agreement), and which

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incorporates the requirements of Section VIII, Security, below. Data Recipient shall provide CDPH with Data Recipient's current and updated policies.

- VII. Security: The Data Recipient shall take all steps necessary to ensure the continuous security of all computerized data systems containing Protected Data. These steps shall include, at a minimum:

- A. Complying with all of the data system security precautions listed in the Data Recipient Data Security Standards set forth in Attachment A to this agreement.
- B. 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 (OMB) 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; and

In case of a conflict between any of the security standards contained in any of the aforementioned sources of security standards, the most stringent shall apply. The most stringent means that safeguards which provides the highest level of protection to Protected Data from breaches and security incidents.

- VIII. Security Officer: The Data Recipient shall designate a Security Officer to oversee its compliance with this agreement and for communicating with CDPH on matters concerning this agreement.
- IX. Training: The Data Recipient shall provide training on its obligations under this agreement, at its own expense, to all of its employees who assist in the performance of Data Recipient's obligations under this agreement, or otherwise use or disclose Protected Data.
- A. The Data Recipient shall require each employee who receives training to sign a certification, indicating the employee's name and the date on which the training was completed.
 - B. The Data Recipient shall retain each employee's written certifications for CDPH inspection for a period of three years following contract termination.
- X. Employee Discipline: Data Recipient shall discipline such employees and other Data Recipient workforce members who intentionally violate any provisions of this agreement, including, if warranted, by termination of employment.

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- XI. Employee/Contractor Security and Confidentiality Agreement: Prior to accessing protected data, Data Recipient employees and contractors will sign CDPH's confidentiality agreement, provide signed copies of these agreements to CDPH and review these agreements annually as required by law (see Attachment B, "Agreement by Employee/Contractor to Comply with Confidentiality Requirements" (CDPH 8689)).
- XII. Breach and Security Incident Responsibilities:
- A. Notification to CDPH of Breach or Security Incident: The Data Recipient shall notify CDPH **immediately by telephone call plus email or fax** upon the discovery of a breach (as defined in this agreement), **or within 24 hours by email or fax** of the discovery of any security incident (as defined in this agreement). Notification shall be provided to the CDPH Program Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer, using the contact information listed in Section XII(E), below. If the breach or security incident occurs after business hours or on a weekend or holiday and involves Protected Data in electronic or computerized form, notification to CDPH shall be provided by calling the CDPH Information Technology Service Desk at the telephone numbers listed in Section XII(E), below. For purposes of this section, breaches and security incidents shall be treated as discovered by Data Recipient as of the first day on which such breach or security incident is known to the Data Recipient, or, by exercising reasonable diligence would have been known to the Data Recipient. Data Recipient shall be deemed to have knowledge of a breach or security incident if such breach or security incident is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach or security incident, who is an employee or agent of the Data Recipient.
- Data Recipient shall take:
1. Prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and
 2. Any action pertaining to a breach required by applicable federal and state laws, including, specifically, California Civil Code Section 1798.29.
- B. Investigation of Breach: The Data Recipient shall immediately investigate such breach or security incident, and within 72 hours of the discovery, shall inform the CDPH Program Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:
1. What data elements were involved and the extent of the data involved in the breach, including, specifically, the number of individuals whose personal information was breached.

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2. A description of the unauthorized persons known or reasonably believed to have improperly used the Protected Data and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the Protected Data, or to whom it is known or reasonably believed to have had the Protected Data improperly disclosed to them.
 3. A description of where the Protected Data is believed to have been improperly used or disclosed.
 4. A description of the probable causes of the breach or security incident.
 5. Whether California Civil Code Section 1798.29 or any other federal or state laws requiring individual notifications of breaches have been triggered.
- C. Written Report: The Data Recipient shall provide a written report of the investigation to the CDPH Program Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer within five working days of the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a full, 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 of such breach or security incident.
- D. Notification to Individuals: If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Data Recipient is considered only a custodian and/or non-owner of the Protected Data, Data Recipient shall, at its sole expense, and at the sole election of CDPH, either:
1. 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 of laws. The CDPH Privacy Officer shall approve the time, manner, and content of any such notifications, prior to the transmission of such notifications to the individuals; or
 2. Cooperate with and assist CDPH in its notification (including substitute notification) to the individuals affected by the breach.

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- E. CDPH Contact Information: To direct communications to the above-referenced CDPH staff, the Data Recipient shall initiate contact as indicated herein. CDPH reserves the right to make changes to the contact information below by giving written notice to the Data Recipient. Said changes shall not require an amendment to this agreement.

CDPH Program Manager	CDPH Privacy Officer	CDPH Chief 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 1415 L Street, Suite 600 Sacramento, CA 95814 Email: privacy@cdph.ca.gov Telephone: (877) 421-9634	Chief Information Security Officer Information Security Office California Dept. of Public Health P.O. Box 997377, MS6302 Sacramento, CA 95899-7377 Email: cdphiso@cdph.ca.gov Telephone: (855) 500-0016

- XIII. Indemnification: Data Recipient shall indemnify, hold harmless, and defend CDPH from and against any and all claims, losses, liabilities, damages, costs, and other expenses (including attorney fees) that result from or arise directly or indirectly out of or in connection with any negligent act or omission or willful misconduct of Data Recipient, its officers, employees or agents relative to the Protected Data, including without limitation, any violations of Data Recipient's responsibilities under this agreement.
- XIV. Term of Agreement: This agreement shall remain in effect for three years after the latest signature date in the signature block below. After three years, this agreement will expire without further action. If the parties wish to extend this agreement, they may do so by reviewing, updating, and reauthorizing this agreement. The newly signed agreement should explicitly supersede this agreement, which should be referenced by agreement number and date in Section I of the new agreement. If one or both of the parties wish to terminate this agreement prematurely, they may do so upon 30 days advance notice. CDPH may also terminate this agreement pursuant to Section IV or XVII, below.
- XV. Termination for Cause:
- A. Termination Upon Breach: A breach by Data Recipient of any provision of this agreement, as determined by CDPH, shall constitute a material breach of the agreement and grounds for immediate termination of the agreement by CDPH. At its sole discretion, CDPH may give Data Recipient 30 days to cure the breach.

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- B. Judicial or Administrative Proceedings: Data Recipient will notify CDPH if it is named as a defendant in a criminal proceeding related to a violation of this agreement. CDPH may terminate the agreement if Data Recipient is found guilty of a criminal violation related to a violation of this agreement. CDPH may terminate the agreement if a finding or stipulation that the Data Recipient has violated any security or privacy laws is made in any administrative or civil proceeding in which the Data Recipient is a party or has been joined.
- XVI. Return or Destruction of Protected Data on Expiration or Termination: On expiration or termination of the agreement between Data Recipient and CDPH for any reason, Data Recipient shall return or destroy the Protected Data. If return or destruction is not feasible, Data Recipient shall explain to CDPH why, in writing, to the CDPH Program Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer, using the contact information listed in Section XIII(E), above.
- A. Retention Required by Law: If required by state or federal law, Data Recipient may retain, after expiration or termination, Protected Data for the time specified as necessary to comply with the law.
- B. Obligations Continue Until Return or Destruction: Data Recipient's obligations under this agreement shall continue until Data Recipient destroys the Protected Data or returns the Protected Data to CDPH; provided, however, that on expiration or termination of the agreement, Data Recipient shall not further use or disclose the Protected Data except as required by state or federal law.
- C. Notification of Election to Destroy Protected Data: If Data Recipient elects to destroy the Protected Data, Data Recipient shall certify in writing, to the CDPH Program Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer, using the contact information listed in Section XIII(E), above, that the Protected Data has been destroyed.
- XVII. Amendment: The parties acknowledge that federal and state laws relating to information security and privacy are rapidly evolving and that amendment of this agreement may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of Protected Data. Upon CDPH request, Data Recipient agrees to promptly enter into negotiations with CDPH concerning an amendment to this agreement embodying written assurances consistent with new standards and requirements imposed by regulations and other applicable laws. CDPH may terminate this agreement upon 30 days written notice in the event:

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- A. Data Recipient does not promptly enter into negotiations to amend this agreement when requested by CDPH pursuant to this section; or
 - B. Data Recipient does not enter into an amendment providing assurances regarding the safeguarding of Protected Data that CDPH in its sole discretion deems sufficient to satisfy the standards and requirements of applicable laws and regulations relating to the security or privacy of Protected Data.
- XVIII. Assistance in Litigation or Administrative Proceedings: Data Recipient shall make itself and any employees or agents assisting Data Recipient in the performance of its obligations under this 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 director, officers, or employees based upon claimed violation of laws relating to security and privacy, which involves inactions or actions by the Data Recipient, except where Data Recipient or its employee or agent is a named adverse party.
- XIX. Disclaimer: CDPH makes no warranty or representation that compliance by Data Recipient with this agreement will be adequate or satisfactory for Data Recipient's own purposes or that any information in Data Recipient's possession or control, or transmitted or received by Data Recipient, is or will be secure from unauthorized use or disclosure. Data Recipient is solely responsible for all decisions made by Data Recipient regarding the safeguarding of Protected Data.
- XX. Transfer of Rights: Data Recipient has no right and shall not subcontract, delegate, assign, or otherwise transfer or delegate any of its rights or obligations under this agreement to any other person or entity. Any such transfer of rights shall be null and void.
- XXI. No Third-Party Beneficiaries: Nothing expresses or implied in the terms and conditions of this agreement is intended to confer, nor shall anything herein confer, upon any person other than CDPH or Data Recipient and their respective successors or assignees, any rights, remedies, obligations, or liabilities, whatsoever.
- XXII. Interpretation: The terms and conditions in this agreement shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State and Federal laws. The parties agree that any ambiguity in the terms and conditions of this agreement shall be resolved in favor of a meaning that complies and is consistent with federal and state laws.
- XXIII. Survival: The respective rights and obligations of Data Recipient under Sections VII, VIII, and XII of this agreement shall survive the termination or expiration of this agreement.

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- XXIV. Entire Agreement: This agreement constitutes the entire agreement between CDPH and Data Recipient. Any and all modifications of this agreement must be in writing and signed by all parties. Any oral representations or agreements between the parties shall be of no force or effect.
- XXV. Severability: The invalidity in whole or in part of any provisions of this agreement shall not void or affect the validity of any other provisions of this agreement.

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Attachment A

Data Recipient Data Security Standards

1. General Security Controls

- A. **Confidentiality Statement.** All persons that will be working with CDPH PCI must sign a confidentiality statement. The statement must include at a minimum, General Use, Security and Privacy safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to CDPH PCI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for CDPH inspection for a period of three (3) years following contract termination.
- B. **Background check.** Before a member of the Contractor's workforce may access CDPH PCI, Contractor must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk for theft of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.
- C. **Workstation/Laptop encryption.** All workstations and laptops that process and/or store CDPH PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128-bit key or higher. The encryption solution must be full disk unless approved by the CDPH Information Security Office.
- D. **Server Security.** Servers containing unencrypted CDPH PCI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- E. **Minimum Necessary.** Only the minimum necessary amount of CDPH PCI required to perform necessary business functions may be copied, downloaded, or exported.
- F. **Removable media devices.** All electronic files that contain CDPH PCI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smart devices tapes etc.). PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher
- G. **Antivirus software.** All workstations, laptops and other systems that process and/or store CDPH PCI must install and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.

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- H. **Patch Management.** All workstations, laptops and other systems that process and/or store CDPH PCI must have operating system and application security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.
- I. **User IDs and Password Controls.** All users must be issued a unique user name for accessing CDPH PCI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared, must be at least eight characters, must be a non-dictionary word, must not be stored in readable format on the computer, must be changed every 60 days, must be changed if revealed or compromised, and must be composed of characters from at least three of the following four groups from the standard keyboard:
- Upper case letters (A-Z)
 - Lower case letters (a-z)
 - Arabic numerals (0-9)
 - Non-alphanumeric characters (punctuation symbols)
- J. **Data Sanitization.** All CDPH PCI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PCI is no longer needed.
2. **System Security Controls**
- A. **System Timeout.** The system must provide an automatic timeout, requiring reauthentication of the user session after no more than 20 minutes of inactivity.
- B. **Warning Banners.** All systems containing CDPH PCI must display a warning banner each time a user attempts access, stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.
- C. **System Logging.** The system must maintain an automated audit trail that can identify the user or system process which initiates a request for CDPH PCI, or which alters CDPH PCI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. This logging must be included for all user privilege levels including, but not limited to, systems administrators. If CDPH PCI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.

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- D. **Access Controls.** The system must use role based access controls for all user authentications, enforcing the principle of least privilege.
 - E. **Transmission encryption.** All data transmissions of CDPH PCI outside the contractor's secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128-bit key or higher. Encryption can be end to end at the network level, or the data files containing CDPH PCI can be encrypted. This requirement pertains to any type of CDPH PCI in motion such as website access, file transfer, and E-Mail.
 - F. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting CDPH PCI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.
- 3. Audit Controls**
- A. **System Security Review.** All systems processing and/or storing CDPH PCI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.
 - B. **Log Reviews.** All systems processing and/or storing CDPH PCI must have a routine procedure in place to review system logs for unauthorized access.
 - C. **Change Control.** All systems processing and/or storing CDPH PCI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.
- 4. Business Continuity / Disaster Recovery Controls**
- A. **Disaster Recovery.** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic CDPH PCI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this agreement for more than 24 hours.
 - B. **Data Backup Plan.** Contractor must have established documented procedures to securely backup CDPH PCI to maintain retrievable exact copies of CDPH PCI. The backups shall be encrypted. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and the amount of time to restore CDPH PCI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of CDPH data.

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CALIFORNIA STD AND ENHANCED HIV/AIDS CASE REPORTING
SYSTEM DATA USE AND DISCLOSURE AGREEMENT

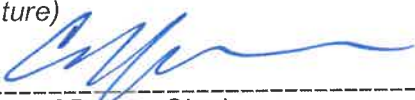
5. Paper Document Controls

- A. **Supervision of Data.** CDPH PCI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. CDPH PCI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- B. **Escorting Visitors.** Visitors to areas where CDPH PCI is contained shall be escorted and CDPH PHI shall be kept out of sight while visitors are in the area.
- C. **Confidential Destruction.** CDPH PCI must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PSCI is no longer needed.
- D. **Removal of Data.** CDPH PCI must not be removed from the premises of the Contractor except with express written permission of CDPH.
- E. **Faxing.** Faxes containing CDPH PCI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.
- F. **Mailing.** CDPH PCI shall only be mailed using secure methods. Large volume mailings of CDPH PHI shall be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail must be encrypted with a CDPH approved solution, such as a solution using a vendor product specified on the CALIFORNIA STRATEGIC SOURCING INITIATIVE.

Pursuant to Public Contract Code section 2010, a person that submits a bid or proposal to, or otherwise proposes to enter into or renew a contract with, a state agency with respect to any contract in the amount of \$100,000 or above shall certify, under penalty perjury, at the time the bid or proposal is submitted or the contract is renewed, all of the following:

1. **CALIFORNIA CIVIL RIGHTS LAWS:** For contracts executed or renewed after January 1, 2017, the contractor certifies compliance with the Unruh Civil Rights Act (Section 51 of the Civil Code) and the Fair Employment and Housing Act (Section 12960 of the Government Code); and
2. **EMPLOYER DISCRIMINATORY POLICIES:** For contracts executed or renewed after January 1, 2017, if a Contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the Contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (Section 51 of the Civil Code) or the Fair Employment and Housing Act (Section 12960 of the Government Code).

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.		<i>Federal ID Number</i> 95-6002748
<i>Proposer/Bidder Firm Name (Printed)</i> County of San Bernardino		
<i>By (Authorized Signature)</i> 		
<i>Printed Name and Title of Person Signing</i> Curt Hagman, Chairman, Board of Supervisors		
<i>Date Executed</i> 04/07/2020	<i>Executed in the County and State of</i> San Bernardino California	

Contractor Certification Clause

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
County of San Bernardino	95-6002748
By (Authorized Signature)	
	
Printed Name and Title of Person Signing	
Curt Hagman, Chairman, Board of Supervisors	
Date Executed	Executed in the County of
4/7/2020	San Bernardino

CONTRACTOR CERTIFICATION CLAUSES

STATEMENT OF COMPLIANCE:

Contractor has, unless exempted, complied with the nondiscrimination program requirements. (GC 12990 (a-f) and CCR, Title 2, Section 8103) (Not applicable to public entities.)

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) Provide that every employee who works on the proposed Agreement will:
1. receive a copy of the company's drug-free 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: (1) the Contractor has made false certification, or violated the certification by failing to carry out the requirements as noted above. (GC 8350 et seq.)

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. (PCC 10296) (Not applicable to public entities.)

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.

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.

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](#) 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).

DOMESTIC PARTNERS:

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

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.

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.

a) Current State Employees (PCC 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.

b) Former State Employees (PCC 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. (PCC 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. (PCC 10430 (e))

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)

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.)

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.

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.

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.

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.

PAYEE DATA RECORD FORM STD. 204:

This form must be completed by all contractors that are not another state agency or other government entity.