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BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

38 May 2, 2023

CELIA ZAVALA
EXECUTIVE OFFICER

May 02, 2023

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

AUTHORIZATION TO ACCEPT AND SIGN GRANT AGREEMENT NUMBER 22-10885 AND FUTURE AGREEMENTS AND/OR AMENDMENTS FROM THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH FOR THE SYPHILIS OUTBREAK STRATEGY PROJECT (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

Provide authorization to accept and sign Grant Agreement Number 22-10885 and future agreements and/or amendments from the California Department of Public Health to support the Syphilis Outbreak Strategy Project.

IT IS RECOMMENDED THAT THE BOARD:

1. Authorize and instruct the Director of the Department of Public Health (Public Health), or designee, to accept and sign Grant Agreement (GA) Number 22-10885 (Exhibit I) received from the California Department of Public Health (CDPH) for the term of July 1, 2022, through June 30, 2027, at a maximum obligation of \$11,871,681, to support implementing the Syphilis Outbreak Strategy (SOS) project, that includes innovative and impactful syphilis and congenital syphilis prevention and control activities with a focus on disproportionately impacted populations. The general terms and conditions that are incorporated into the GA include provisions requiring the County to indemnify the State against all claims and losses related to this grant and to waive all claims and recourse against the State related to this project.

2. Delegate authority to the Director of Public Health, or designee, to accept future GAs and/or amendments from CDPH that are consistent with the requirements of the GA referenced in Recommendation 1 that extend the term or funding at amounts to be determined by CDPH; reflect revisions to the award's terms and conditions to include but not be limited to the rollover of unspent

funds, redirection of funds, and/or an increase or decrease in funding, subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of Recommendation 1 will allow Public Health to accept and sign GA Number 22-10885 from the CDPH to support the SOS project activities.

The new funding under this GA was allocated to eight local health jurisdictions with high rates of early syphilis or Congenital Syphilis (CS) and to support innovative and impactful syphilis and CS prevention and control activities, with a focus on disproportionately impacted populations as determined by local or regional syphilis and CS epidemiology, which may include, but are not limited to, African American/Black people, Latinx people, American Indians/Alaska Native people, trans women, people who can get pregnant, people experiencing homelessness or who use drugs, (e.g., people who exchange sex for money, drugs, or a place to stay), and gay, bisexual, and other men who have sex with men.

The amount of annual funding was determined by a non-competitive formula set forth in the 2022 California Budget Act, allocating 40% of funds based on CS and 60% of funds based on early syphilis cases.

Public Health will use the new SOS funds to support the following activities: expand syphilis testing for persons who could get pregnant through partnership with Syringe Support Programs, homeless health care providers, and emergency departments; conduct quality improvement activities to improve linkage by County Public Health staff of early syphilis cases to HIV prevention and reproductive health care services; implement a specialized investigation team and a clinical field team to identify syphilis clusters and outbreaks and provide field based medical care; expand access to medications for syphilis treatment, financial incentives, temporary housing, and transportation assistance for people with syphilis to facilitate treatment completion; medical provider training. In addition, Public Health will hire 10 temporary personnel through As-Needed Temporary Personnel Services (ANTPS) contracts, as approved by the Board on December 20, 2022, to provide some of the implementation and oversight activities referenced above. Utilizing the ANTPS will allow Public Health to complete grant deliverables on time.

Public Health will continue to link people diagnosed with or at risk for syphilis to County Sexually Transmitted Diseases (STD) clinics. To increase syphilis testing, Public Health will increase funding to existing community STD clinics to support the processing of syphilis lab costs, as needed.

Approval of Recommendation 2 will allow Public Health to accept future GAs and/or amendments from CDPH that are consistent with the requirements of the GA that extend the funding period at amounts to be determined by CDPH and reflect revisions to the GA's terms and conditions to include but not be limited to the rollover of unspent funds, redirection of funds, and/or increase or decrease in funding. This authority is being requested to enhance Public Health's efforts to expeditiously maximize grant revenue, consistent with Board Policy 4.070: Full Utilization of Grant Funds.

Implementation of Strategic Plan Goals

The recommended actions support Strategy I.2, Enhance Our Delivery of Comprehensive Interventions, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

Public Health will accept GA Number 22-10885 from CDPH for the SOS Project, in the amount of \$11,871,681, for the budget period of July 1, 2022, through June 30, 2027. These funds will be used to support new syphilis prevention and control activities, including increasing funds to existing community-based organizations providing STD screening, diagnosis, treatment and linked referral services in the County, to provide syphilis screening.

Funding is not included in Public Health's fiscal year (FY) 2022-23 Final Adopted Budget. Public Health will be preparing supplemental budget adjustments to the FY 2022-23 budget and will include funding in future FY budgets.

There is no net County cost associated with this action.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On November 14, 2022, Public Health was notified by CDPH STD Control Branch of the intent to award State local assistance funds through the SOS Grant, a one-time appropriation in the 2022 California Budget Act for spend down from July 1, 2022, through June 30, 2027, through GA Number 22-10885.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow Public Health to support the expansion of syphilis prevention and treatment services in Los Angeles County.

Respectfully submitted,



Barbara Ferrer, PhD, MPH, MEd

Director

BF:ml
BL# 06894

Enclosures

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

CALIFORNIA SEXUALLY TRANSMITTED DISEASES BRANCH
STD Program Management

Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter “Department”

TO

County of Los Angeles, hereinafter “Grantee”

Implementing the “Syphilis Outbreak Strategy,” hereinafter “Project”

GRANT AGREEMENT NUMBER 22-10885

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 Health and Safety Code, Section 131085(a).

PURPOSE: The Department shall award this Grant Agreement to and for the benefit of the Grantee; the purpose of the grant is to support innovative and impactful syphilis and congenital syphilis (CS) prevention and control activities, with a focus on disproportionately impacted populations as determined by local or regional syphilis and CS epidemiology, which may include, but are not limited to, African American/Black people, Latinx people, American Indians/Alaska Native people, trans women, pregnant people experiencing homelessness or who use drugs, (e.g., people who exchange sex for money, drugs, or a place to stay), and gay, bisexual, and other men who have sex with men (MSM). Funds shall be used to supplement, but not supplant, existing financial and resource commitments of the local health jurisdiction for sexually transmitted disease prevention and control activities. Funds shall be used to supplement, but not supplant, existing financial and resource commitments of the local health jurisdiction for sexually transmitted disease prevention and control activities.

GRANT AMOUNT: The maximum amount payable under this Grant Agreement shall not exceed the amount of \$11,871,681.00.

TERM OF GRANT AGREEMENT: The term of the Grant shall begin July 1, 2022 and terminates on June 30, 2027. No funds may be requested or invoiced for services performed or costs incurred after June 30, 2027.

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

California Department of Public Health	Grantee: County of Los Angeles
Name: Alexia McGonagle, Section Chief STD Control Branch	Name: Elizabeth Escobedo Grant Manager
Address: P.O. Box 997377, MS 7320	Address: 600 S. Commonwealth Ave., 10 th fl.
City, ZIP: Sacramento, CA 95899-7377	City, ZIP: Los Angeles, CA 90005
Phone: (916) 628-5222	Phone: (213) 351-8093
E-mail: Alexia.McGonagle@cdph.ca.gov	E-mail: eescobedo@ph.lacounty.gov

Direct all inquiries to the following representatives:

California Department of Public Health, STD Control Branch	Grantee: County of Los Angeles
Attention: Adriana Cervantes, Grant Manager	Attention: Elizabeth Escobedo
Address: P.O. Box 997377, MS 7320	Address: 600 S. Commonwealth Ave., 10 th fl.
City, Zip: Sacramento, CA 95899-7377	City, Zip: Los Angeles, CA 90005
Phone: (279) 667-1464	Phone: (213) 351-8093
E-mail: Adriana.Cervantes@cdph.ca.gov	E-mail: eescobedo@ph.lacounty.gov

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

Remittance Address
Grantee: County of Los Angeles
Attention: “Cashier”: Sine Yohannes
Address: 600 S. Commonwealth Ave., 10 th fl.
City, Zip: Los Angeles, CA 90005
Phone: (213) 351-1138
E-mail: SYohannes@ph.lacounty.gov

Either party may make changes to the Project Representatives, or remittance address, by giving a written notice to the other party, said changes shall not require an amendment to this agreement but must be maintained as supporting documentation. Note: Remittance address changes will require the Grantee to submit a completed CDPH 9083 Governmental Entity Taxpayer ID Form or STD 204 Payee Data Record Form and the STD 205 Payee Data Supplement which can be requested through the CDPH Project Representatives for processing.

STANDARD GRANT PROVISIONS. The Grantee must adhere to all Exhibits listed and any subsequent revisions. The following Exhibits are attached hereto or attached by reference and made a part of this Grant Agreement:

Exhibit A AWARD LETTER, FUNDING ALLOCATIONS/ALLOCATION PROCESS

Exhibit A ATTACHMENT 1 – GRANT ACTIVITIES, this document is the final Grant Activities and shall be incorporated by reference or attached hereto.

Note: Once the Grant Agreement has been fully executed, requests for modifications/changes thereafter to the existing Exhibit A and/or Exhibit A, Attachment 1, do not require a formal amendment but must be agreed to in writing by both parties. The CDPH/Grantee Project Representatives are responsible for keeping records of approved modifications/changes. Such modifications/changes must be made at least 30 days prior to implementation. A formal written amendment is required when there is an increase or decrease in funding or a change in the term of the agreement.

Exhibit B BUDGET DETAIL AND PAYMENT PROVISIONS

Exhibit C STANDARD GRANT CONDITIONS

Exhibit D ADDITIONAL PROVISIONS

Exhibit E STD LOCAL ASSISTANCE FUNDS – STANDARDS AND PROCEDURES

Exhibit F INFORMATION PRIVACY AND SECURITY REQUIREMENTS

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 subgrantee's 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:

Barbara Ferrer, Ph.D., M.P.H. M.Ed.
Director
County of Los Angeles
Department of Public Health
313 N. Figueroa Street, Room 806
Los Angeles, CA 90012

Date:

Javier Sandoval, 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

Exhibit A – Attachment 1
Syphilis and Congenital Syphilis Outbreak Strategy
Grant Activities

1. Service Overview

The California Department of Public Health (CDPH), Sexually Transmitted Disease Branch (STDCB) shall provide a grant to and for the benefit of the Grantee. Funded by the [2022 California State Budget Act](#), nine million dollars for FY 2022-2023 has been appropriated for the Syphilis and Congenital Syphilis (CS) Outbreak Strategy (SOS) for eight local health jurisdictions (Grantee). Subsequent allocation of nine million each for FY 2023-24 and FY 2024-25 will be made available if funds are appropriated through the California state budget and available for spend down from July 1, 2022 through June 30, 2027.

The Grantee will use this funding to expand existing syphilis and congenital syphilis activities. Funding is intended to support innovative and impactful syphilis and congenital syphilis prevention and control activities, with a focus on disproportionately impacted populations as determined by local or regional syphilis and congenital syphilis epidemiology, which may include, but are not limited to, African American/Black people, Latinx people, American Indians/Alaska Native people, trans women, pregnant people experiencing homelessness or who use drugs, (e.g., people who exchange sex for money, drugs, or a place to stay), and gay, bisexual, and other men who have sex with men (MSM). Grantees will be expected to describe how they have centered priority populations based on local epidemiology. Funds shall be used to supplement, but not supplant, existing financial and resource commitments of the local health jurisdiction for sexually transmitted disease prevention and control activities.

All Grantees must adhere to the Grant Activities and STDCB Terms and Conditions, and any subsequent revisions, along with all instructions, policy memorandums, or directives issued by CDPH/STDCB. CDPH/STDCB will make any changes and/or additions to these guidelines in writing and, whenever possible, notification of such changes shall be made 30 days prior to implementation.

2. Service Location

The services shall be performed at applicable facilities within the Grantee's jurisdiction.

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. Project Representatives

The project representative for the Syphilis and Congenital Syphilis Outbreak Strategy grants at CDPH/STDCB is Adriana Cervantes at Adriana.Cervantes@cdph.ca.gov.

5. Services to be Performed

See the attached Grant Activities as follows for a description of the services to be performed.

**Exhibit A – Attachment 1
Syphilis and Congenital Syphilis Outbreak Strategy
Grant Activities**

Grantees are encouraged to consider innovative approaches to addressing early syphilis and congenital syphilis prevention and control that may not be specifically listed in the Grant Activities below. Innovative approaches must be described in the narrative portion of each part. The three parts of the Grant Activities are focused on the following key strategic targets:

- **Part I: Health Access for All: Syphilis Testing, Treatment, and Other Health Care** focuses on syphilis testing, treatment, and post-exposure prophylaxis (DoxyPEP) to interrupt ongoing syphilis transmission and prevent adverse outcomes. Linkages to prenatal, preconception or family planning care are also included to prevent unintended pregnancies in people who do not want to become pregnant, and to prevent adverse outcomes for pregnant people, including congenital syphilis.
- **Part II: Supportive Services: Housing, Mental Health, and Substance Use** focuses on wrap-around services identified as priorities for syphilis and congenital syphilis prevention. Grantees must identify at least one activity from Part II.
- **Part III: Core Surveillance and Disease Intervention** focuses on core public health functions that may not be met by existing local, state, or federal funding and is considered an optional use of these funds.

Part I. Health Access for All: Syphilis Testing, Treatment, and Other Health Care.

Grant Activities A – C are required. Grantees may also choose one or more optional activities D – L, but are not required. Provide a description of the proposed approach to the required and selected activities in the area provided under each activity in the table. Describe how the Grantee will center racial equity in their activities under the Part I Narrative section.

Activities	Performance Indicators	Timeline
<p>A. Increase access to syphilis screening and pregnancy testing in settings that serve priority populations in at least one setting, such as homeless encampments, community-based organizations (CBO), correctional facilities, emergency departments (ED), mental health care programs/facilities, harm reduction programs, syringe service providers, substance use disorder treatment programs, institutions of higher education, agricultural settings, and faith-based organizations.</p>	<ul style="list-style-type: none"> • Number of syphilis tests performed • Number of pregnancy tests performed • By setting: Number/percent of reactive syphilis tests/total number of syphilis tests performed • By setting: Number of new syphilis diagnoses/total number of positive syphilis tests • By setting: Number of new diagnosis that received adequate treatment for stage/Number of new syphilis diagnoses <p>Where possible:</p> <ul style="list-style-type: none"> • Number of previously diagnosed syphilis cases/total number of positive syphilis tests • Number of previously diagnosed syphilis cases that were inadequately treated at time of test/Number of previously diagnosed syphilis cases • Number of previously diagnosed syphilis cases that were inadequately treated at time of test who received adequate treatment/Number of previously diagnosed syphilis cases 	<p>7/1/22 – 6/30/27</p>

**Exhibit A – Attachment 1
Syphilis and Congenital Syphilis Outbreak Strategy
Grant Activities**

Please describe proposed approach to this activity:		
Activities	Performance Indicators	Timeline
B. Increase low-barrier access to syphilis treatment and/or DoxyPEP among priority populations, such as through non-340b-purchased medication to reduce administrative restrictions on providers. (e.g., Bicillin delivery to providers, correctional facilities, emergency departments, and other settings; administration of syphilis treatment in the field; provision of DoxyPEP).	<ul style="list-style-type: none"> • Number of Bicillin doses delivered to providers • Number of Bicillin doses delivered/administered in the field • By setting: Number of DoxyPEP prescriptions/doses provided to patients • By setting: Number of early syphilis cases receiving treatment/total number of early syphilis cases diagnosed • By setting: Number of pregnant people with syphilis receiving adequate treatment/total number of pregnant people diagnosed with syphilis • By setting: Median number of days between early syphilis diagnosis and treatment 	7/1/22 – 6/30/27
Please describe proposed approach to this activity:		
Activities	Performance Indicators	Timeline
C. Link people diagnosed with or at risk for syphilis to clinical services to prevent sexually transmitted infections (STI), HIV, unintended pregnancy, and adverse pregnancy outcomes (e.g., HIV PrEP/PEP, DoxyPEP, family planning, prenatal care).	<ul style="list-style-type: none"> • Description of linkage protocols • Number of linkages to HIV PreP/PEP, DoxyPEP, family planning, and/or prenatal care 	7/1/22 – 6/30/27
Please describe proposed approach to this activity:		

**Exhibit A – Attachment 1
Syphilis and Congenital Syphilis Outbreak Strategy
Grant Activities**

Activities	Performance Indicators	Timeline
<input type="checkbox"/> OPTIONAL ACTIVITY: Place a checkmark in the box only if Grantee plans to participate in this activity. D. Increase access to transportation for testing, treatment follow-up, and/or prenatal care visits for priority populations (e.g., via health-associated ride share programs, transportation vouchers/tokens).	<ul style="list-style-type: none"> • Number of transportation vouchers/rides provided • Number/percent of transportation vouchers resulting in successful access to care for any of the following testing, treatment, or follow-up (where feasible) 	7/1/22 – 6/30/27
Please describe proposed approach to this activity:		
Activities	Performance Indicators	Timeline
<input type="checkbox"/> OPTIONAL ACTIVITY: Place a checkmark in the box only if Grantee plans to participate in this activity. E. Utilize existing COVID-19 testing, treatment and vaccination infrastructure for syphilis and pregnancy testing, treatment, and disease intervention/contact tracing.	<ul style="list-style-type: none"> • Number of syphilis test performed • Number of pregnancy tests performed • Number of reactive syphilis tests/total number of syphilis tests performed • Number of new syphilis diagnoses/total number of positive syphilis tests • Number of new diagnosis that received adequate treatment/Number of new syphilis diagnoses <p>Where possible:</p> <ul style="list-style-type: none"> • Number of previously diagnosed syphilis cases / total number of positive syphilis tests • Number of previously diagnosed syphilis cases that were inadequately treated at time of test/Number of previously diagnosed syphilis cases • Number of previously diagnosed syphilis cases that were inadequately treated at time of test who received adequate treatment / Number of previously diagnosed syphilis cases 	7/1/22 – 6/30/27

**Exhibit A – Attachment 1
Syphilis and Congenital Syphilis Outbreak Strategy
Grant Activities**

Please describe proposed approach to this activity:

Activities	Performance Indicators	Timeline
<input type="checkbox"/> OPTIONAL ACTIVITY: Place a checkmark in the box only if Grantee plans to participate in this activity. F. Collaborate with and/or fund local CBOs or outreach workers to increase awareness of and provide linkages to syphilis testing, DoxyPEP, HIV PrEP/PEP, family planning, and/or prenatal care (e.g., promotore programs, perinatal health programs serving BIPOC, CBOs serving LGBTQ communities, outreach programs for people experiencing homelessness, mental health care programs/facilities, institutions of higher education, agriculture, faith-based organizations, and organizations serving people who use drugs such as harm reduction programs, syringe service providers, and substance use disorder providers).	<ul style="list-style-type: none"> • Description of collaboration with stakeholders 	7/1/22 – 6/30/27

Please describe proposed approach to this activity:

**Exhibit A – Attachment 1
Syphilis and Congenital Syphilis Outbreak Strategy
Grant Activities**

Activities	Performance Indicators	Timeline
<input type="checkbox"/> OPTIONAL ACTIVITY: Place a checkmark in the box only if Grantee plans to participate in this activity. G. Establish and/or implement protocols for warm hand-offs to patient navigators or DIS for follow up, linkage to ongoing testing, treatment and other services in EDs, correctional facilities, and other settings where loss to follow-up is high.	<ul style="list-style-type: none"> • Description of protocol for warm hand-offs • Number of individuals successfully linked to care/total number of individuals referred to DIS or navigators 	7/1/22 – 6/30/27
Please describe proposed approach to this activity:		
Activities	Performance Indicators	Timeline
<input type="checkbox"/> OPTIONAL ACTIVITY: Place a checkmark in the box only if Grantee plans to participate in this activity. H. Partner with a clinic or street-medicine program to establish trauma-informed, harm reduction-centered syphilis testing and/or prenatal care services focused on priority populations, including pregnant people experiencing homelessness and/or using drugs.	<ul style="list-style-type: none"> • Number of syphilis test performed • Number of pregnancy tests performed • Number of reactive syphilis tests/total number of syphilis tests performed • Number of new syphilis diagnoses/total number of positive syphilis tests • Number of new diagnosis that received adequate treatment/number of new syphilis diagnoses <p>Where possible:</p> <ul style="list-style-type: none"> • Number of previously diagnosed syphilis cases/total number of positive syphilis tests • Number of previously diagnosed syphilis cases that were inadequately treated at time of test/number of previously diagnosed syphilis cases • Number of previously diagnosed syphilis cases that were inadequately treated at time of test who received adequate treatment/number of previously diagnosed syphilis cases 	7/1/22 – 6/30/27

**Exhibit A – Attachment 1
Syphilis and Congenital Syphilis Outbreak Strategy
Grant Activities**

Please describe proposed approach to this activity:

Activities	Performance Indicators	Timeline
<input type="checkbox"/> OPTIONAL ACTIVITY: Place a checkmark in the box only if Grantee plans to participate in this activity. I. Implement/expand and evaluate home self-collection syphilis testing programs.	<ul style="list-style-type: none"> • Number of collection kits ordered by gender identity/sex at birth • Number of collection kits returned, by STI and gender identity/sex at birth • Number/percent of positive tests, by STI and gender identity/sex at birth • Where possible, number/percent of people with positive tests who received treatment, by STI and gender identity/sex at birth • Average time to treatment from diagnosis by STI and gender identity/sex at birth 	7/1/22 – 6/30/27

Please describe proposed approach to this activity:

Activities	Performance Indicators	Timeline
<input type="checkbox"/> OPTIONAL ACTIVITY: Place a checkmark in the box only if Grantee plans to participate in this activity. J. Train medical and public health service providers in syphilis screening, diagnosis, and treatment, trauma-informed approaches to health care, medical mistrust, and/or diverse cultural health beliefs and practices.	<ul style="list-style-type: none"> • Description and objectives of training offered • Number and type of providers (e.g., internal medicine, family medicine, Obstetrics/Gynecology, Emergency Department) attending training • Training evaluation results 	7/1/22 – 6/30/27

Please describe proposed approach to this activity:

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**Exhibit A – Attachment 1
Syphilis and Congenital Syphilis Outbreak Strategy
Grant Activities**

Activities	Performance Indicators	Timeline
<input type="checkbox"/> OPTIONAL ACTIVITY: Place a checkmark in the box only if Grantee plans to participate in this activity. K. Implement a social marketing campaign to increase awareness of syphilis, prenatal and family planning services available for people at risk for syphilis.	<ul style="list-style-type: none"> • Description of social marketing campaign • Campaign reach and engagement 	7/1/22 – 6/30/27
Please describe proposed approach to this activity:		
Activities	Performance Indicators	Timeline
<input type="checkbox"/> OPTIONAL ACTIVITY: Place a checkmark in the box only if Grantee plans to participate in this activity. L. Other innovative and impactful approach that increases access to syphilis testing, treatment, or prenatal services among populations at risk for syphilis. Please describe in the narrative section below.	<ul style="list-style-type: none"> • Please provide indicators for 'other innovative approach' 	7/1/22 – 6/30/27
Please describe proposed approach to this activity:		
PART I NARRATIVE. Please describe how the Grantee will center racial equity in implementing the activities listed in Part I.		

Grant Activities
Syphilis and Congenital Syphilis Outbreak Strategy

Part II. Supportive Services: Housing, Mental Health, and Substance Use.

Grantees must choose at least one optional Grant Activity from Part II. Please provide a description of the proposed approach to selected activities in the area provided under each activity in the table. Describe how the Grantee will center racial equity in their activities under the Part II Narrative section.

Activities	Performance Indicators	Timeline
<input type="checkbox"/> OPTIONAL ACTIVITY: Place a checkmark in the box only if Grantee plans to participate in this activity. A. Establish or maintain a syphilis-focused task force or community advisory board, including non-traditional partners based on local syphilis and congenital syphilis epidemiology (e.g., LGBTQ organizations, Women, Infant, and Children programs (WIC), child protective services, mental health programs, community-based perinatal health programs, CBOs serving people who use drugs).	<ul style="list-style-type: none"> Description of taskforce / community advisory board members, goals, and progress 	7/1/22 – 6/30/27
Please describe proposed approach to this activity:		

Grant Activities
Syphilis and Congenital Syphilis Outbreak Strategy

Activities	Performance Indicators	Timeline
<input type="checkbox"/> OPTIONAL ACTIVITY: Place a checkmark in the box only if Grantee plans to participate in this activity. B. Collaborate with local Maternal, Child, and Adolescent Health (MCAH) and/or other supportive service programs (e.g., public health nursing, perinatal equity initiative, BIH) to provide enhanced case management on all pregnant syphilis cases and/or syphilis cases among women of reproductive age (15-45+).	<ul style="list-style-type: none"> • Description of collaborative activities • Number of cases referred for enhanced case management • Number of cases that accepted enhanced case management 	7/1/22 – 6/30/27
Please describe proposed approach to this activity:		
Activities	Performance Indicators	Timeline
<input type="checkbox"/> OPTIONAL ACTIVITY: Place a checkmark in the box only if Grantee plans to participate in this activity. C. Provide hotel/motel stays for people who are unstably housed during course of late syphilis treatment and link to more permanent housing solutions.	<ul style="list-style-type: none"> • Number of hotel/motel stays provided • Number/percent of people receiving hotel/motel stays that complete adequate treatment, by gender identity/sex at birth and pregnancy status 	7/1/22 – 6/30/27
Please describe proposed approach to this activity:		

Grant Activities
Syphilis and Congenital Syphilis Outbreak Strategy

Activities	Performance Indicators	Timeline
<input type="checkbox"/> OPTIONAL ACTIVITY: Place a checkmark in the box only if Grantee plans to participate in this activity. D. Collaborate with local housing and community development organizations to provide low barrier housing and supportive services for people diagnosed with, or at risk for, syphilis.	<ul style="list-style-type: none"> • Description of collaboration • Number of individuals who were referred to supportive services • Number of individuals who that accepted supportive services 	7/1/22 – 6/30/27
Please describe proposed approach to this activity:		
Activities	Performance Indicators	Timeline
<input type="checkbox"/> OPTIONAL ACTIVITY: Place a checkmark in the box only if Grantee plans to participate in this activity. E. Partner with LHJ behavioral health or CBO implementing contingency management programs for people using stimulants (e.g., Department of Health Care Services Contingency Management Pilot Program).	<ul style="list-style-type: none"> • Description of partnership/referral system • Number of referrals to contingency management among people diagnosed with, or at risk for, syphilis 	7/1/22 – 6/30/27
Please describe proposed approach to this activity:		

Grant Activities
Syphilis and Congenital Syphilis Outbreak Strategy

Activities	Performance Indicators	Timeline
<input type="checkbox"/> OPTIONAL ACTIVITY: Place a checkmark in the box only if Grantee plans to participate in this activity. F. Other innovative and impactful approach to syphilis and/or congenital syphilis prevention focused on supportive services. Please describe in the narrative section below.	Please provide indicators for 'other innovative approach'	7/1/22 – 6/30/27
Please describe proposed approach to this activity:		
PART II NARRATIVE. Please describe how the Grantee will center racial equity in implementing the activities listed in Part II.		

Grant Activities
Syphilis and Congenital Syphilis Outbreak Strategy

Part III. Core Surveillance and Disease Intervention – OPTIONAL. Grantees may select surveillance and/or disease intervention related Grant Activities in Part III after using other federal, state, and local funds for surveillance and disease intervention. Mark the checkbox below if Grantee wishes to opt out of Part III. For Grantees wishing to opt into Part III, provide a description of the proposed approach to the selected activities in the area provided under each activity in the table. Describe how the Grantee will center racial equity in their activities under the Part III Narrative section.

Part III Not Applicable. Place a checkmark in the box if the Grantee will not use grant funds for core surveillance and disease intervention.

Activities	Performance Indicators	Timeline
<input type="checkbox"/> OPTIONAL ACTIVITY: Place a checkmark in the box only if Grantee plans to participate in this activity. A. Conduct enhanced, case-based surveillance for early syphilis and congenital syphilis.	<ul style="list-style-type: none"> • Percent of female syphilis cases (all stages) with complete data for pregnancy status (females aged 12-44), estimated date of delivery if pregnant, treatment date(s), stage-appropriate medication, and dosage, HIV status, race/ethnicity • Percent of neonates exposed to syphilis with documented birth outcome and appropriate classification on the Congenital Syphilis Case Report Form • Percent of male primary and secondary syphilis cases with complete data for treatment date, state-appropriate medication/dosage, HIV status, and gender and pregnancy status of sex partners 	7/1/22 – 6/30/27
Please describe proposed approach to this activity:		

Grant Activities
Syphilis and Congenital Syphilis Outbreak Strategy

Activities	Performance Indicators	Timeline
<input type="checkbox"/> OPTIONAL ACTIVITY: Place a checkmark in the box only if Grantee plans to participate in this activity. B. Ensure timely investigations of all reported reactive serologic tests for syphilis and conduct disease intervention for early syphilis and congenital syphilis cases.	<ul style="list-style-type: none"> • Percent of early syphilis cases among prioritized populations (e.g., MSM, pregnant people) adequately treated • Percent of early syphilis cases among prioritized populations (e.g., MSM, pregnant people) with at least one partner treated within 30 days before or after index client specimen collection 	7/1/22 – 6/30/27
Please describe proposed approach to this activity:		
Activities	Performance Indicators	Timeline
<input type="checkbox"/> OPTIONAL ACTIVITY: Place a checkmark in the box only if Grantee plans to participate in this activity. C. Assess pregnancy intention among people who can become pregnant and link to preconception care, prenatal care, or family planning/contraceptive counseling, as desired.	<ul style="list-style-type: none"> • Description of DIS protocols for linkages to preconception, prenatal, or family planning/contraceptive care 	7/1/22 – 6/30/27
Please describe proposed approach to this activity:		

Grant Activities
Syphilis and Congenital Syphilis Outbreak Strategy

Activities	Performance Indicators	Timeline
<input type="checkbox"/> OPTIONAL ACTIVITY: Place a checkmark in the box only if Grantee plans to participate in this activity. D. Embed DIS or navigators in harm reduction programs, LGBTQ+ centers, emergency departments, correctional facilities or other programs with syphilis morbidity.	<ul style="list-style-type: none"> • Percent of early syphilis cases from participating organizations adequately treated • Percent of early syphilis cases from participating organizations with at least one partner treated within 30 days before or after index client specimen collection 	7/1/22 – 6/30/27
Please describe proposed approach to this activity:		
Activities	Performance Indicators	Timeline
<input type="checkbox"/> OPTIONAL ACTIVITY: Place a checkmark in the box only if Grantee plans to participate in this activity. E. Train DIS on racial equity, trauma informed care, harm reduction, intimate partner violence prevention/response, social determinants of health, or other priority trainings.	<ul style="list-style-type: none"> • Training objectives • Number of DIS trained • Training evaluation outcomes 	7/1/22 – 6/30/27
Please describe proposed approach to this activity:		

Grant Activities
Syphilis and Congenital Syphilis Outbreak Strategy

Activities	Performance Indicators	Timeline
<input type="checkbox"/> OPTIONAL ACTIVITY: Place a checkmark in the box only if Grantee plans to participate in this activity. F. Other innovative and impactful approaches to surveillance and/or disease intervention. Please describe in the narrative section below.	Please provide indicators for 'other innovative approach'	7/1/22 – 6/30/27
Please describe proposed approach to this activity:		
PART III NARRATIVE. Please describe how the Grantee will center racial equity in implementing the activities listed in Part III.		

Grant Activities
Syphilis and Congenital Syphilis Outbreak Strategy

Summary of Required Reports and Data

Frequency	¹Timeframe	²Deadline	Activities	Report Recipient
Semi-Annual	07/01/2022 – 6/30/2023	01/31/2023 07/31/2024	Part I - III	STDLHJContracts@cdph.ca.gov
	07/01/2023 – 6/30/2024	01/31/2024 07/31/2025		
	07/01/2024 – 6/30/2025	01/31/2025 07/31/2026		
	07/01/2025 – 6/30/2026	01/31/2025 07/31/2026		
	07/01/2026 – 6/31/2027	01/31/2026 06/30/2027		
Ongoing	7/01/2022 – 6/30/2027	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.

¹ Timeframe dates are subject to change and will not require an amendment to the grant agreement.

² Deadline dates are subject to change and will not require an amendment to the grant agreement.

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. Upon completion of project activities as provided in Exhibit A – Attachment 1, 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 total amount of this agreement.
- B. Invoices shall include the Grant Number and shall be submitted electronically or in triplicate not more frequently than quarterly in arrears to:

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

Electronic invoice submissions can be transmitted via email to STDLHJInvoices@cdph.ca.gov.

- C. Invoices shall:
- 1) Be prepared using the electronic invoice template provided by your CDPH Grant Manager. 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 – Attachment 1 under this Grant.
 - 2) Be submitted electronically. Mailed hard copies are not required.
 - 3) Bear the Grantee's name as shown on the Grant.
 - 4) Identify the billing and/or performance period covered by the invoice.
 - 5) 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 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.
- E. Amount awarded under this Grant is identified in the CDPH 1229 Grant Agreement.

Exhibit B
Budget Detail and Payment Provisions

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, or if the appropriated funds have been expended prior to the Agreement expiration date, 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.
- 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 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. 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.

5. Travel and Per Diem Reimbursement

- A. Any reimbursement for necessary travel and per diem shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources ([Cal HR](#)). If the Cal HR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. No travel outside the State of California shall be reimbursed without prior authorization from the CDPH. Verbal authorization should be confirmed in writing. Written authorization may be in a form including fax or email confirmation.

Exhibit B
Budget Detail and Payment Provisions

- B. 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:
- a. 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 identity, or gender expression.
 - b. A law that authorizes or requires discrimination against same-sex couples or their families or on the basis of sexual orientation, gender identity, or gender expression.
 - c. 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 identity, or gender expression.

The [California Attorney General's](#) webpage lists the states to where travel is prohibited.

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

6. Use of Funds/Supplanting

These funds shall be used to support innovative and impactful syphilis and congenital syphilis prevention and control activities, with a focus on disproportionately impacted populations as determined by local or regional syphilis and congenital syphilis epidemiology, which may include, but are not limited to, African American/Black people, Latinx people, American Indians/Alaska Native people, trans women, pregnant people experiencing homelessness or who use drugs, (e.g., people who exchange money for sex, drugs, or a place to stay), and gay, bisexual and other men who have sex with men (MSM). Funds shall be used to supplement, but not supplant, existing financial and resource commitments of the LHJs for sexually transmitted disease (STD) prevention and control activities. 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 any dollars for the same purpose.

Exhibit B
Budget Detail and Payment Provisions

7. Proper Use of Funds

- A. The funds for this grant agreement **may be used** for:
1. Local health jurisdiction staff to support innovative and impactful syphilis and congenital syphilis prevention and control activities.
 2. Out-of-state travel to conferences and meetings, except to prohibited states as provided in 5.B. 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 5.B. above. This includes training course fees, travel, and per diem to support enhancement of knowledge, skills, and abilities of Disease Intervention Workforce (e.g., Principles, Practices, and Pathways to Disease Intervention (3PDI), Phlebotomy, Cultural Humility), or other staff essential to syphilis and congenital syphilis prevention and control.
 4. Costs associated with syphilis testing, such as syphilis test kits, laboratory reagents, and other testing supplies.
 5. Syphilis treatment (i.e., Benzathine penicillin G, Doxycycline) and prophylaxis (i.e., DoxyPEP).
 6. Condoms.
 7. Pregnancy tests.
 8. Emergency contraception pills.
 9. Provider education materials.
 10. Client education materials.
 11. The purchase, lease, or other support of mobile testing units.
 - a. The Grantee shall only use said vehicles for the performance under the terms of this Agreement.
 - b. The Grantee agrees that all operators of motor vehicles, reimbursed by CDPH under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.
 - c. If any motor vehicle is reimbursed by CDPH under the terms of this Agreement, the Grantee, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Grantee's possession:
 - i. The Grantee, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor

Exhibit B
Budget Detail and Payment Provisions

vehicle reimbursed with agreement funds by CDPH under the terms of this Agreement to the Grantee.

- ii. The Grantee shall, as soon as practical, furnish a copy of the certificate of insurance to the CDPH Program Grant Manager.
- iii. The Grantee agrees that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement.
- iv. The Grantee agrees to provide at least thirty (30) days prior to the expiration date of said insurance coverage a copy of a new certificate of insurance evidencing continued coverage, as indicated herein for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.
- v. In the event the Grantee fails to keep insurance coverage as required herein in effect at all times during vehicle possession, CDPH may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.”

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 syphilis or congenital syphilis 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, firearms, lottery tickets or cannabis.
 - d. There is no prepayment for incentives. The LHJ will only be reimbursed for the amount of incentives distributed during each quarter.
2. Hotel/motel stays for people who are unstably housed during course of late syphilis treatment.
3. Transportation rides/vouchers/tokens for testing and/or treatment.
4. Material support items, including, but not limited to, sleeping bags, tarps, shelter, clothing items, and hygiene kits, to people living with, or at risk for, syphilis.
5. All items under this section are provided to program participants to motivate and/or reinforce positive behavior and/or involvement in syphilis and congenital syphilis control and prevention activities. Receipt of these items requires action on the part of the recipient. The Grantee is responsible for the possession, security (e.g., will keep the BMMs and/or material support items and/or transportation rides/vouchers/tokens in a secure location), and accountability of all these items. The Grantee will prepare a log sheet that will track and identify each of these items, value, transfer date, and recipient.

Exhibit B
Budget Detail and Payment Provisions

6. All items under this section must also comply with the provisions in Exhibit E, STD Local Assistance Funds – Standards and Procedures.
- 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).
 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).
 6. Construction, renovation, improvement, or repair of property.
 7. The purchase of alcohol, tobacco, firearms, lottery tickets or cannabis.

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.

- 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 CONTRACTOR:** 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 Request for Applications (Exhibit D) and the Grant Application (Exhibit A).

 - 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.
- 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: (This provision does not apply to Local Governmental Entities)

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 and 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, PubMed Central, or the California Digital Open Source Library, to be made publicly available not later than 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.

Exhibit D
Additional Provisions

- 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.
 - 3) Upon the effective date of termination of the Grant and the payment by CDPH of all items properly chargeable 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.

Exhibit D
Additional Provisions

- 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.

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.

Exhibit D
Additional Provisions

- 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.
- 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.

4. Executive Order N-6-22 - Economic Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should the State determine Grantee is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this Agreement. The State shall provide Grantee advance written notice of such termination, allowing Grantee at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Exhibit D
Additional Provisions

Prior to awarding and executing grant, the State shall conduct its due diligence to determine if the proposed awardee is a named individual or entity on federal and any state Economic Sanctions lists. If the proposed awardee is listed, the State shall refrain from entering into the Grant. Resources for locating names of sanctioned individuals and entities are available on the DGS Office of Legal Services' webpage: [Ukraine-Russia \(ca.gov\)](#).

If this Agreement is valued at \$5 million or more, upon execution the State will send a separate notification outlining additional requirements specified under the EO. Compliance with this Economic Sanctions imposed in response to Russia's actions in Ukraine is required, including with respect to, but not limited to, the federal executive orders identified in the EO and the sanctions identified on the U.S. Department of the Treasury website (<https://home.treasury.gov/policy-issues/financial-sanctions/sanctionsprograms-and-country-information/ukraine-russia-related-sanctions>). Failure to comply may result in the termination of this Agreement.

Exhibit E

STD Local Assistance Funds – Standards and Procedures

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. This funding is intended to support innovative and impactful syphilis and congenital syphilis (CS) prevention and control activities, with a focus on disproportionately impacted populations as determined by local or regional syphilis and CS epidemiology, which may include, but are not limited to, African American/Black people, Latinx people, American Indians/Alaska Native people, trans women, pregnant people experiencing homelessness or who use drugs, (e.g., people who exchange money for sex, drugs, or a place to stay), and gay, bisexual, and other men who have sex with men (MSM).

All Grantees must adhere to these standards and procedures, and any subsequent revisions, along with all instructions, policy memorandums, or directives issued by CDPH STDCB. CDPH STDCB will make any changes and/or additions to these provisions in writing and, whenever possible, notification of such changes shall be made 30 days prior to implementation.

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 (CDC) intended to highlight successful sexually transmitted disease (STD) prevention and control 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>

Exhibit E

STD Local Assistance Funds – Standards and Procedures

- C. Funds shall be used to supplement, but not supplant, existing financial and resource commitments of the local health jurisdictions (LHJ) for sexually transmitted disease (STD) prevention and control activities. 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 any dollars for the same purpose.
- D. Abide by the most recent standards of care for syphilis and CS 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/>
- E. Share health advisories, health education materials, outreach, testing and linkage to care and care coordination protocols, and other products created to enhance syphilis and CS awareness, prevention, testing, linkage to care, and care coordination funded with these dollars with CDPH and other LHJs and community-based organizations (CBOs) in California. The intent of this is to allow duplication (where possible) and cross-jurisdictional reach of successful syphilis and CS interventions and activities aimed at the priority populations, clinical providers, and community partners. Source documents should be submitted to CDPH STDCB upon completion and with the annual progress report, and upon request from CDPH, as relevant.
- F. Submit information and reports as requested by the CDPH STDCB.
- G. Ensure the use of a competitive bid process in the selection of all sub grantees. If the sub grantee is one where the LHJ has a current agreement with, indicate the date the agreement was effective. If the CBO is a non-profit agency as defined by Internal Revenue Code 501(c), ensure the LHJ has a current letter on file from the Internal Revenue Service for the CBO.

Exhibit E

STD Local Assistance Funds – Standards and Procedures

3. Reporting Requirements

A. Case Report, Laboratory, and Interview Record

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 syphilis and CS case reports, laboratory results, and interview data for their jurisdiction directly into the California Reportable Disease Information Exchange (CalREDIE) system, the CDPH web-based reporting software for notifiable diseases. Data must be entered into the appropriate tabs and forms in CalREDIE. Submission of hard copy forms for data entry into CalREDIE by CDPH or scanning of case reports, laboratory results, or interview records into the electronic filing cabinet (EFC), sans data entry, will not be accepted. 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 CS 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 complete and close investigations in CalREDIE within 45 days of initial report to local health department.
3. Grantees will participate in syphilis and CS-specific CalREDIE trainings and conduct quality control procedures, including review of cases to ensure appropriate surveillance case definition and reconciliation of case counts.

Exhibit E

STD Local Assistance Funds – Standards and Procedures

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

For STD case definitions, please visit <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/STDCaseDefinitions.aspx>

For frequently asked questions, manuals/guidelines, and forms/instructions.

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

Los Angeles and San Francisco grantees must report the data outlined above to CDPH STD Control Branch via a secure file transfer protocol (FTP) on a weekly basis. Data will be transmitted using the following formats:

- Case report data to be submitted using the National Electronic Telecommunications System for Surveillance (NETSS) or Message Mapping Guides (MMG) standards.
- Interview record data to be submitted in a format that conforms to the corresponding CalREDIE data elements.

B. Performance Measurement and Program Evaluation

Grantees will submit performance indicators specified in the Grant Activities, including for subcontracted activities. Project specific data reporting requirements and performance indicators will be determined in collaboration with CDPH within the first three months of the project period.

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.

Exhibit E

STD Local Assistance Funds – Standards and Procedures

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.

E. Financial Expenditures and Reporting

Grantees must maintain records reflecting actual expenditures. 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. Performance Progress Reporting

The Midyear Progress Report is due no later than 30 days after the midpoint of the budget period. The Annual Performance Progress Report is due no later than 30 days after the end of the budget period (e.g., July 31, 2020). 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. Midyear and Annual Performance Progress Reports should be submitted to STDLHJContracts@cdph.ca.gov.

G. Reporting Use of Incentives, Hotel/Motel Stays, Transportation Rides/Vouchers/Tokens and Material Support

1. All proposals for incentives, hotel/motel stays, transportation rides/vouchers/tokens and material support items must be submitted to CDPH STDCB for review prior to purchase and project implementation, accompanying documents must contain justification for use as behavior modification materials, and accompanied by a targeted distribution plan and tracking/reporting/outcome log.

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STD Local Assistance Funds – Standards and Procedures

2. When using incentives, hotel/motel stays, transportation rides/vouchers/tokens and material support items to achieve the goals and objectives outlined in the Grant Activities, the Grantee must adhere to the following requirements:
 - a. Complete a Subject Reimbursement Log that is kept within a secure study file. This log will contain the item brand, item number, denomination, date purchased, reason for disbursement, the recipient of the item, and the issue date (see attached log).
 - b. Each participant receiving one of these items must complete a Subject Payment Receipt at the time the item is issued. The Subject Payment Receipt must be kept in a secure location.
 - c. Participation incentives cannot be used for the purchase of alcohol, tobacco, firearms, lottery tickets or cannabis.
 - d. A copy of the Subject Reimbursement Log must be submitted with the quarterly invoice.
 - e. The Subject 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
Information Privacy and Security Requirements
(For Non-HIPPA/HITECH Act Contracts)

This Information Privacy and Security Requirements Exhibit (Exhibit) sets forth the information privacy and security requirements Contractor is obligated to follow with respect to all personal and confidential information (as defined herein) disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of the California Department of Public Health (CDPH), pursuant to Contractor's agreement with CDPH. (Such personal and confidential information is referred to herein collectively as CDPH PCI.) CDPH and Contractor desire to protect the privacy and provide for the security of CDPH PCI pursuant to this Exhibit and in compliance with state and federal laws applicable to the CDPH PCI.

- I. Order of Precedence: With respect to information privacy and security requirements for all CDPH PCI, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between Contractor and CDPH, including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.
- II. Effect on lower tier transactions: The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, and the information privacy and security requirements Contractor is obligated to follow with respect to CDPH PCI disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of CDPH, pursuant to Contractor's agreement with CDPH. When applicable the Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants.
- III. Definitions: For purposes of the agreement between Contractor and CDPH, including this Exhibit, the following definitions shall apply:
 - A. Breach:

"Breach" means:

 1. the unauthorized acquisition, access, use, or disclosure of CDPH PCI in a manner which compromises the security, confidentiality, or integrity of the information; or
 2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(f).
 - 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(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; or
 2. is contained in documents, files, folders, books, or records that are clearly labeled, marked or designated with the word "confidential" by CDPH.
 - C. Disclosure: "Disclosure" means the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the information.

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- D. PCI: “PCI” means “personal information” and “confidential information” (as these terms are defined herein):
- E. Personal Information: “Personal information” means information, in any medium (paper, electronic, oral) that:
1. directly or indirectly collectively identifies or uniquely describes an individual; or
 2. 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, subdivision (g)(1) or (g)(2); or
 5. meets the definition of “medical information” set forth in either California Civil Code section 1798.29, subdivision (h)(2) or California Civil Code section 56.05, subdivision (j); or
 6. meets the definition of “health insurance information” set forth in California Civil Code section 1798.29, subdivision (h)(3); or
 7. is protected from disclosure under applicable state or federal law.
- F. Security Incident: “Security Incident” means:
1. an attempted breach; or
 2. the attempted or successful unauthorized access or disclosure, modification, or destruction of CDPH PCI, in violation of any state or federal law or in a manner not permitted under the agreement between Contractor and CDPH, including this Exhibit; or
 3. the attempted or successful modification or destruction of, or interference with, Contractor’s system operations in an information technology system, that negatively impacts the confidentiality, availability, or integrity of CDPH PCI; or
 4. any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission. Furthermore, an information security incident may also include an event that constitutes a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.
- G. Use: “Use” means the sharing, employment, application, utilization, examination, or analysis of information.

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- IV. Disclosure Restrictions: The Contractor and its employees, agents, and subcontractors shall protect from unauthorized disclosure any CDPH PCI. The Contractor shall not disclose, except as otherwise specifically permitted by the agreement between Contractor and CDPH (including this Exhibit), any CDPH PCI to anyone other than CDPH personnel or programs without prior written authorization from the CDPH Program Contract Manager, except if disclosure is required by State or Federal law.
- V. Use Restrictions: The Contractor and its employees, agents, and subcontractors shall not use any CDPH PCI for any purpose other than performing the Contractor's obligations under its agreement with CDPH.
- VI. Safeguards: The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of CDPH PCI, including electronic or computerized CDPH PCI. At each location where CDPH PCI exists under Contractor's control, the Contractor 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 Contractor's operations and the nature and scope of its activities in performing its agreement with CDPH, including this Exhibit, and which incorporates the requirements of Section VII, Security, below. Contractor shall provide CDPH with Contractor's current and updated policies within five (5) business days of a request by CDPH for the policies.
- VII. Security: The Contractor shall take any and all steps reasonably necessary to ensure the continuous security of all computerized data systems containing CDPH PCI. These steps shall include, at a minimum, complying with all of the data system security precautions listed in the Contractor Data Security Standards set forth in Attachment 1 to this Exhibit.
- VIII. Security Officer: At each place where CDPH PCI is located, the Contractor shall designate a Security Officer to oversee its compliance with this Exhibit and to communicate with CDPH on matters concerning this Exhibit.
- IX. Training: The Contractor shall provide training on its obligations under this Exhibit, at its own expense, to all of its employees who assist in the performance of Contractor's obligations under Contractor's agreement with CDPH, including this Exhibit, or otherwise use or disclose CDPH PCI.
- A. The Contractor shall require each employee who receives training to certify, either in hard copy or electronic form, the date on which the training was completed.
- B. The Contractor shall retain each employee's certifications for CDPH inspection for a period of three years following contract termination or completion.
- C. Contractor shall provide CDPH with its employee's certifications within five (5) business days of a request by CDPH for the employee's certifications.
- X. Employee Discipline: Contractor shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other Contractor workforce members under Contractor's direct control who intentionally or negligently violate any provisions of this Exhibit.

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Information Privacy and Security Requirements
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XI. Breach and Security Incident Responsibilities:

- A. Notification to CDPH of Breach or Security Incident: The Contractor shall notify CDPH **immediately by telephone and email** upon the discovery of a breach (as defined in this Exhibit), and **within twenty-four (24) hours by email** of the discovery of any security incident (as defined in this Exhibit), unless a law enforcement agency determines that the notification will impede a criminal investigation, in which case the notification required by this section shall be made to CDPH immediately after the law enforcement agency determines that such notification will not compromise the investigation. Notification shall be provided to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI (F), below. If the breach or security incident is discovered after business hours or on a weekend or holiday and involves CDPH PCI in electronic or computerized form, notification to CDPH shall be provided by calling the CDPH Information Security Office at the telephone numbers listed in Section XI(F), below. For purposes of this Section, breaches and security incidents shall be treated as discovered by Contractor as of the first day on which such breach or security incident is known to the Contractor, or, by exercising reasonable diligence would have been known to the Contractor. Contractor shall be deemed to have knowledge of a breach if such breach is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach, who is an employee or agent of the Contractor.

Contractor 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 and Security Incidents: The Contractor shall immediately investigate such breach or security incident. As soon as the information is known and subject to the legitimate needs of law enforcement, Contractor shall inform the CDPH Program Contract 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 disclosure or access involved in the breach, including, specifically, the number of individuals whose personal information was breached;
2. a description of the unauthorized persons known or reasonably believed to have improperly used the CDPH PCI and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the CDPH PCI, or to whom it is known or reasonably believed to have had the CDPH PCI improperly disclosed to them;
3. a description of where the CDPH PCI is believed to have been improperly used or disclosed;
4. a description of the probable and proximate causes of the breach or security incident; and

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5. whether Civil Code section 1798.29 or any other federal or state laws requiring individual notifications of breaches have been triggered.
- C. Written Report: The Contractor shall provide a written report of the investigation to the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer as soon as practicable after 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 complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence or further disclosure of data regarding 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 Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor 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 laws. Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such notifications, prior to the transmission of such notifications to the individuals; or
 2. cooperate with and assist CDPH in its notification (including substitute notification) to the individuals affected by the breach.
- E. Submission of Sample Notification to Attorney General: If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:
1. electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format, content and timeliness provisions of Section 1798.29, subdivision (e). Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or
 2. cooperate with and assist CDPH in its submission of a sample copy of the notification to the Attorney General.
- F. CDPH Contact Information: To direct communications to the above referenced CDPH staff, the Contractor shall initiate contact as indicated herein. CDPH reserves the right to make changes to the contact information below by verbal or written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the agreement to which it is incorporated.

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

- XII. Documentation of Disclosures for Requests for Accounting: Contractor shall document and make available to CDPH or (at the direction of CDPH) to an Individual such disclosures of CDPH PCI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of personal information as required by Civil Code section 1798.25, or any applicable state or federal law.
- XIII. Requests for CDPH PCI by Third Parties: The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for disclosure of any CDPH PCI requested by third parties to the agreement between Contractor and CDPH (except from an Individual for an accounting of disclosures of the individual's personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.
- XIV. Audits, Inspection and Enforcement: CDPH may inspect the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit. Contractor shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the CDPH Program Contract Manager in writing.
- XV. Return or Destruction of CDPH PCI on Expiration or Termination: Upon expiration or termination of the agreement between Contractor and CDPH for any reason, Contractor shall securely return or destroy the CDPH PCI. If return or destruction is not feasible, Contractor shall provide a written explanation to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI (F), above.
- A. Retention Required by Law: If required by state or federal law, Contractor may retain, after expiration or termination, CDPH PCI for the time specified as necessary to comply with the law.
- B. Obligations Continue Until Return or Destruction: Contractor's obligations under this Exhibit shall continue until Contractor returns or destroys the CDPH PCI or returns the CDPH PCI to CDPH; provided however, that on expiration or termination of the agreement between Contractor and CDPH, Contractor shall not further use or disclose the CDPH PCI except as required by state or federal law.

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- C. Notification of Election to Destroy CDPH PCI: If Contractor elects to destroy the CDPH PCI, Contractor shall certify in writing, to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI (F), above, that the CDPH PCI has been securely destroyed. The notice shall include the date and type of destruction method used.
- XVI. Amendment: The parties acknowledge that federal and state laws regarding information security and privacy rapidly evolves and that amendment of this Exhibit 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 CDPH PCI. The parties agree to promptly enter into negotiations concerning an amendment to this Exhibit consistent with new standards and requirements imposed by applicable laws and regulations.
- XVII. Assistance in Litigation or Administrative Proceedings: Contractor shall make itself and any subcontractors, workforce employees or agents assisting Contractor in the performance of its obligations under the agreement between Contractor and CDPH, available to CDPH at no cost to CDPH to testify as witnesses, 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 Contractor, except where Contractor or its subcontractor, workforce employee or agent is a named adverse party.
- XVIII. No Third-Party Beneficiaries: Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than CDPH or Contractor and their respective successors or assignees, any rights, remedies, obligations, or liabilities whatsoever.
- XIX. Interpretation: The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.
- XX. Survival: If Contractor does not return or destroy the CDPH PCI upon the completion or termination of the Agreement, the respective rights and obligations of Contractor under Sections VI, VII and XI of this Exhibit shall survive the completion or termination of the agreement between Contractor and CDPH.

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Attachment 1
Contractor Data Security Standards

I. Personnel Controls

- A. *Workforce Members Training and Confidentiality.*** Before being allowed access to CDPH PCI, all Contractor's workforce members who will be granted access to CDPH PCI must be trained in their security and privacy roles and responsibilities at Contractor's expense and must sign a confidentiality and acceptable CDPH PCI use statement. Training must be on an annual basis. Acknowledgments of completed training and confidentiality statements, which have been signed and dated by workforce members must be retained by the Contractor for a period of three (3) years following contract termination. Contractor shall provide the acknowledgements within five (5) business days to CDPH if so requested.
- B. *Workforce Members Discipline.*** Appropriate sanctions, including termination of employment where appropriate, must be applied against workforce members who fail to comply with privacy policies and procedures, acceptable use agreements, or any other provisions of these requirements.
- C. *Workforce Member Assessment.*** Before being permitted access to CDPH PCI, Contractor must assure there is no indication its workforce member may present a risk to the security or integrity of CDPH PCI. Contractor shall retain the workforce member's assessment documentation for a period of three (3) years following contract termination.

II. Technical Security Controls

- A. *Encryption.*** All desktop computers, mobile computing devices, and portable electronic storage media that processes or stores CDPH PCI must be encrypted using a FIPS 140-2 certified 128 bit or higher algorithm. The encryption solution must be full disk unless approved by the CDPH Information Security Office (ISO) and Privacy Office (PO). FIPS 140-2 certified 128 bit or higher algorithm end-to-end, individual file encryption, or ISO approved compensating security controls, shall be used to protect CDPH PCI transmitted or accessed outside the Contractor's secure internal network (e.g., email, remote access, file transfer, internet/website communication tools).
- B. *Server Security.*** Servers containing unencrypted CDPH PCI must have sufficient local and network perimeter administrative, physical, and technical controls in place to protect the CDPH information asset, based upon a current risk assessment/system security review.
- C. *Minimum Necessary.*** Only the minimum amount of CDPH PCI required to complete an authorized task or workflow may be copied, downloaded, or exported to any individual device.
- D. *Antivirus software.*** Contractor shall employ automatically updated malicious code protection mechanisms (anti-malware programs or other physical or software-based solutions) at its network perimeter and at workstations, servers, or mobile computing devices to continuously monitor and take action against system or device attacks, anomalies, and suspicious or inappropriate activities.
- E. *Patch Management.*** All devices that process or store CDPH PCI must have a documented patch management process. Vulnerability patching for Common Vulnerability Scoring System (CVSS)

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“Critical” severity ratings (CVSS 9.0 – 10.0) shall be completed within forty-eight (48) hours of publication or availability of vendor supplied patch; “High” severity rated (CVSS 7.0- 8.9) shall be completed within seven (7) calendar days of publication or availability of vendor supplied patch; all other vulnerability ratings (CVSS 0.1 – 6.9) shall be completed within thirty (30) days of publication or availability of vendor supplied patch, unless prior ISO and PO variance approval is granted.

- F. *User Identification and Access Control.*** All Contractor workforce members must have a unique local and/or network user identification (ID) to access CDPH PCI. The unique ID may be passwords, physical authenticators, or biometrics, or in the case of multi-factor authentication, some combination thereof. Should a workforce member no longer be authorized to access CDPH PCI, or an ID has been compromised, that ID shall be promptly disabled or deleted. User ID’s must integrate with user role-based access controls to ensure that individual access to CDPH PCI is commensurate with job-related responsibilities.
- G. *CDPH PCI Destruction.*** When no longer required for business needs or legal retention periods, all electronic and physical media holding CDPH PCI must be purged from Contractor’s systems and facilities using the appropriate guidelines for each media type as described in the prevailing “National Institute of Standards and Technology – Special Publication 800-88” – “Media Sanitization Decision Matrix.”
- H. *System Inactivity Timeout.*** Contractor’s computing devices holding, or processing CDPH PCI must be configured to automatically log-off an authenticated user or lock the device in a manner where the user must reauthenticate the user session after no more than twenty (20) minutes of user inactivity.
- I. *Warning Banners.*** During a user log-on process, all systems providing access to CDPH PCI, must display a warning banner stating that the CDPH PCI is confidential, system and user activities are logged, and system and CDPH PCI use is for authorized business purposes only. User must be directed to log-off the system if they do not agree with these conditions.
- J. *System Logging.*** Contractor shall ensure its information systems and devices that hold or process CDPH PCI are capable of being audited and the events necessary to reconstruct transactions and support after-the-fact investigations are maintained. This includes the auditing necessary to cover related events, such as the various steps in distributed, transaction-based processes and actions in service-oriented architectures. Audit trail information with CDPH PCI must be stored with read-only permissions and be archived for three (3) years after event occurrence. There must also be a documented and routine procedure in place to review system logs for unauthorized access.
- K. *Intrusion Detection.*** All Contractor systems and devices holding, processing, or transporting CDPH PCI that interact with untrusted devices or systems via the Contractor intranet and/or the internet must be protected by a monitored comprehensive intrusion detection system and/or intrusion prevention system.

III. Audit Controls

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- A. System Security Review.** Contractor, to assure that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection for CDPH PCI, shall conduct at least, an annual administrative assessment of risk, including the likelihood and magnitude of harm from the unauthorized access, use, disclosure, disruption, modification, or destruction of an information system or device holding processing, or transporting CDPH PCI, along with periodic technical security reviews using vulnerability scanning tools and other appropriate technical assessments.
- B. Change Control.** All Contractor systems and devices holding, processing, or transporting CDPH PCI shall have a documented change control process for hardware, firmware, and software to protect the systems and assets against improper modification before, during, and after system implementation.

IV. Business Continuity / Disaster Recovery Controls

- A. Emergency Mode Operation Plan.** Contractor shall develop and maintain technical recovery and business continuity plans for systems holding, processing, or transporting CDPH PCI to ensure the continuation of critical business processes and the confidentiality, integrity, and availability of CDPH PCI following an interruption or disaster event lasting more than twenty-four (24) hours.
- B. CDPH PCI Backup Plan.** Contractor shall have a documented, tested, accurate, and regularly scheduled full backup process for systems and devices holding CDPH PCI.

V. Paper Document Controls

- A. Supervision of CDPH PCI.** CDPH PCI in any physical format shall not be left unattended at any time. When not under the direct observation of an authorized Contractor workforce member, the CDPH PCI must be stored in a locked file cabinet, desk, or room. It also shall not be left unattended at any time in private vehicles or common carrier transportation, and it shall not be placed in checked baggage on common carrier transportation.
- B. Escorting Visitors.** Visitors who are not authorized to see CDPH PCI must be escorted by authorized workforce members when in areas where CDPH PCI is present, and CDPH PCI shall be kept out of sight of visitors.
- C. Removal of CDPH PCI.** CDPH PCI in any format must not be removed from the secure computing environment or secure physical storage of the Contractor, except with express written permission of the CDPH PCI owner.
- D. Faxing and Printing.** Contractor shall control access to information system output devices, such as printers and facsimile devices, to prevent unauthorized individuals from obtaining any output containing CDPH PCI. Fax numbers shall be verified with the intended recipient before transmittal.
- E. Mailing.** Mailings of CDPH PCI shall be sealed and secured from damage or inappropriate viewing to the extent possible. Mailings which include five hundred (500) or more individually identifiable records of CDPH PCI in a single package shall be sent using a tracked mailing method which

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includes verification of delivery and receipt, unless the prior written permission of CDPH to use another method is obtained.