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Director

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BOARD OF SUPERVISORS

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January 13, 2026

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:

ADOPTED

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

24 January 13, 2025

EDWARD YEN
EXECUTIVE OFFICER

ACCEPT TWO GRANT AGREEMENTS AND FUTURE AGREEMENTS FROM THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH FOR HIV PREVENTION SERVICES AND DISEASE INTERVENTION SPECIALIST WORKFORCE DEVELOPMENT PROJECT ACTIVITIES (ALL SUPERVISORIAL DISTRICTS) (3 VOTES)

SUBJECT

Provide authorization to accept and sign two grant agreements and future agreements and/or amendments from the California Department of Public Health to support HIV Prevention Services and Disease Intervention Specialist Workforce Development Project Activities.

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 Number 25-10672 (Exhibit I) received from the California Department of Public Health (CDPH) on October 2, 2025, in the amount of \$15,000, effective upon CDPH approval through June 30, 2028, to support HIV prevention services. The general terms and conditions that are incorporated into the grant agreement include provisions requiring the County to indemnify the State for all claims and losses related to this Grant Agreement.
2. Authorize and instruct the Director of Public Health, or designee, to accept and sign Grant Agreement Number 25-10640 (Exhibit II) received from CDPH on October 29, 2025, in the amount of \$29,693,322, for the period of July 1, 2025 through June 30, 2030, to support Disease Intervention Specialist (DIS) Workforce Development Project activities. The general terms and conditions that are incorporated into the grant agreement include provisions requiring the County to indemnify the State for all claims and losses related to this agreement.

3. Delegate authority to the Director of Public Health, or designee, to accept and sign future grant agreements and/or amendment(s) that are consistent with the requirements of the CDPH grants referenced in Recommendations 1 and 2 that extend the term at amounts to be determined by CDPH, and/or provide an increase or decrease in funding, subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office (CEO).

4. Delegate authority to the Director of Public Health, or designee, to accept future amendments that are consistent with the requirements of the CDPH grant agreements referenced above that reflect non-material and/or ministerial revisions to the terms and conditions and allow for the rollover of unspent funds and/or redirection of funds, subject to review and approval by County Counsel.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Approval of Recommendation 1 will allow Public Health to accept and sign Grant Agreement Number 25-10672 with CDPH. This agreement will allow the County to draw down funds to supplement or fund HIV prevention services if existing or forthcoming federal prevention funding is reduced or eliminated due to federal policy actions that cancel, delay, or decrease funding for HIV and AIDS prevention and treatment programs. Currently, the County does not have a guarantee of federal funding for prevention services beyond May 31, 2026. The agreement to end the recent 43-day federal government shutdown only approved the continuation of federal budget spending through January 30, 2026. Congress must still pass the necessary spending legislation to fund federal agencies through September 30, 2026. Without a full year budget, federal agencies and programs face continued uncertainty. Due to this uncertainty and the potential impact this may cause to current Centers for Disease Control and Prevention (CDC) funding and funding beyond May 31, 2026, this CDPH grant agreement will allow Public Health, if needed, to draw down funds to prevent a gap in HIV prevention services. These funds will support early diagnosis, rapid treatment initiation for people diagnosed with HIV infection, viral suppression, reduced HIV transmission through expanded access to Pre-Exposure Prophylaxis (PrEP) and Post Exposure Prophylaxis (PEP), and continued implementation of other HIV prevention activities, including condom distribution, HIV surveillance, community engagement, and HIV planning support.

Approval of Recommendation 2 will allow Public Health to accept and sign Grant Agreement Number 25-10640 with CDPH to support DIS Workforce Development Project activities. These activities focus on developing, expanding, training, and sustaining the disease investigation and intervention workforce to meet jurisdictional prevention and response needs for HIV and Sexually Transmitted Infections (STI), Hepatitis C Virus (HCV), and Monkeypox (Mpox). The funding will help scale prevention efforts, increase capacity for disease investigation, ensure appropriate treatment, link individuals to care and ongoing case management, monitor disease trends, and rapidly respond to emerging trends and outbreaks involving HIV, STIs, HCV, and Mpox.

Approval of Recommendation 3 will allow Public Health to accept future grant agreements and/or amendments that are consistent with the requirements of the two CDPH grant agreements to extend the funding periods at amounts determined by CDPH, and/or provide an 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.

Approval of Recommendation 4 will allow Public Health to accept future amendments that are consistent with the requirements of the CDPH grant agreements to reflect non-material and/or ministerial revisions to the terms and conditions, roll over unspent funds, and/or redirection of funds.

Implementation of Strategic Plan Goals

The recommended actions support North Star 2: Foster Vibrant and Resilient Communities through focus area goals of Public Health and Economic Health, of the County’s Strategic Plan.

FISCAL IMPACT/FINANCING

Public Health will accept two grant agreements from CDPH as follows: 1) Grant Agreement Number 25-10672 in the amount of \$15,000, for the period of October 1, 2025, or as determined by CDPH through June 30, 2028; and 2) Grant Agreement Number 25-10640, in the amount of \$29,693,322, for the period of July 1, 2025 through June 30, 2030, 100 percent funded with CDPH AIDs Drug Assistance Program (ADAP) Rebate funds. Funds obligated under Grant Agreement Number 25-10672 will only be accessed if federal funding to Public Health’s current HIV prevention grant is reduced or eliminated and/or if no federal funding continues beyond our current CDC HIV prevention grant end date of May 31, 2026. Funding under Grant Agreement 25-10640 can be utilized immediately by Public Health to support and enhance current DIS Workforce Development Project activities.

Funding is included in Public Health’s FY 2025-2026 Final Adopted Budget. However, if additional funds are provided from CDPH during FY 25-26, Public Health will complete a Budget Adjustment prior to the close of FY 25-26. Public Health will include funding in future FYs, as necessary.

Grant Agreement Number 25-10672 requires that any funds used under this Agreement must be returned to the ADAP Rebate funds within 180 days, if used to supplement federal funding that was delayed, reduced, or eliminated, and is later restored.

There is no net County cost associated with this action.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Grant Agreement Number 25-10672:

Beginning July 1, 2025, CDPH allocated up to \$65,000,000 of funding from the ADAP Rebate Fund to supplement or fund services, programs, or initiatives where federal funding has been reduced or eliminated due to federal policy actions to cancel, delay, or reduce funding for HIV and AIDS prevention and treatment programs. CDPH issued Grant Agreement Number 25-10672 to the County as a statewide stop gap measure in the event federal HIV prevention funding is reduced or eliminated. The initial funding provided to the County from CDPH is being used as a placeholder that would allow CDPH to quickly release additional ADAP Rebate Funds, if needed. The County is currently receiving federal HIV prevention funding from the CDC through May 31, 2026, but funding beyond this date has not been confirmed. This new CDPH Grant Agreement provides a mechanism to accept additional funding for HIV prevention services should federal support be disrupted. Any funding used under this Grant Agreement must be returned if and when federal funding is restored.

Grant Agreement Number 25-10640:

On July 29, 2025, Public Health was notified by CDPH of the intent to award DIS Workforce Development Project activities funding to 61 local health jurisdictions across the state, using ADAP

Rebate Funding to ensure the continued delivery of essential services to prevent and control HIV, STIs, HCV, and Mpox.

On October 29, 2025, the County received Grant Agreement Number 25-10640, in the amount of \$29,693,322 for DIS Workforce Development Project activities in Los Angeles County (LAC) for the period of July 1, 2025 through June 30, 2030. DIS Workforce Development Project activities play a critical role in identifying and responding to cases of HIV, STIs, HCV, and Mpox, as well as reaching affected partners. This work is essential in identifying those at greatest risk for HIV, expanding prevention efforts, conducting investigations, monitoring disease trends, ensuring treatment, and linking individuals and their partners to care. These activities are aimed at controlling the spread of HIV, STIs, HCV, and Mpox in LAC.

Both grant agreements include a provision requiring the County to indemnify the State for all claims and losses related to these grant agreements. This is a standard requirement from the State and cannot be waived or modified. Public Health has been advised by CEO Risk Management and County Counsel of the risks associated with this provision. These risks are acceptable in light of the need of these services and the resulting benefit of public health.

County Counsel has reviewed and approved Exhibits I and II as to form.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow Public Health to utilize CDPH funding to support HIV prevention activities if federal funds are delayed, canceled, or eliminated. These actions will enable the County to maintain essential HIV prevention activities and strengthen DIS Workforce Development Project activities that prevent and control the spread of HIV, STIs, HCV, and Mpox across LAC.

The Honorable Board of Supervisors

1/13/2026

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Respectfully submitted,

A handwritten signature in black ink that reads "Barbara Ferrer". The signature is written in a cursive, flowing style.

Barbara Ferrer, PhD, MPH, MEd

Director

Barbara Ferrer, PhD, MPH, MEd

Director

BF:jd

#08464

Enclosures

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

Exhibit A Scope of Work

1. Service Overview

The California Department of Public Health (CDPH) works to protect the public's health in the Golden State and helps shape positive health outcomes for individuals, families and communities and to advance the health and well-being of California's diverse people and the communities. The Contractor agrees to provide the following services as described herein.

The Contractor will provide evidence-based public health activities to address human immunodeficiency virus (HIV) Prevention within your local health jurisdiction (LHJ). The scope of work for these funds is limited to the activities from the LHJ's approved work plan and based on Office of AIDS (OA) HIV prevention strategies in OA's Guidance:

- Ensure all people with HIV receive a diagnosis as early as possible.
- Implement a comprehensive approach to treat people diagnosed with HIV infection rapidly and reach viral suppression.
 - Reduce new HIV transmission by increasing pre-exposure prophylaxis (PrEP) and post exposure prophylaxis (PEP) services and supporting HIV prevention including condom distribution, perinatal transmission prevention, and harm reduction services.
 - Conduct HIV surveillance activities.
 - Support community engagement and HIV planning.

Assembly bill number 116, chapter 21 states the State Department of Public Health may spend up to seventy-five million dollars (\$75,000,000) from the AIDS Drug Assistance Program Rebate Fund to support current or eligible services and programs, consistent with Sections 120955, 120956, 120960, 120972, 120972.1, and 120972.2 of the Health and Safety Code and with the following:

(1) Beginning July 1, 2025, up to sixty-five million dollars (\$65,000,000) is available to supplement or fund services, programs, or initiatives funded by the AIDS Drug Assistance Program Rebate Fund for which federal funding has been reduced or eliminated as a result of federal policy actions to cancel, delay, or reduce funding for HIV and AIDS prevention and treatment programs.

2. Service Location

The services shall be performed at applicable facilities within the County of Los Angeles.

3. Service Hours

The services shall be provided during working hours from 8:00 a.m. to 5:00 p.m., Monday through Friday, including holidays and evenings as needed.

4. Project Representatives

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

California Department of Public Health Jesse Peck, Chief, Prevention Branch Telephone: (916) 552-9926 E-mail: Jesse.Peck@cdph.ca.gov	County of Los Angeles Michael Green, PhD, MHSA, Chief, Planning, Development and Research Telephone: (213) 200-8605 E-mail: mgreen@ph.lacounty.gov
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B. Direct all inquiries to:

California Department of Public Health HIV Prevention Attention: Matthew Willis MS 7700 P.O. Box 997426 Sacramento, CA, 95899-7246 Telephone: (916) 449-5797 E-mail: Matthew.Willis@cdph.ca.gov	County of Los Angeles Attention: Elizabeth Escobedo 600 S. Commonwealth, FI 10 Los Angeles, CA 90005 Telephone: (213) 351-8093 E-mail: eescobedo@ph.lacounty.gov
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C. All payments from CDPH to the Contractor; shall be sent to the following address:

Remittance Address
Contractor: County of Los Angeles Attention "Cashier": Sine Yohannes P.O. Box 1859 Sacramento, CA 95812 Telephone: (213) 351-8111 Email: syohannes@ph.lacounty.gov

D. 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 contractor to submit a completed CDPH 9083 Governmental Entity Taxpayer ID Form or STD 204 Payee Data Record Form and the STD 205 Payee Data Supplement which can be requested through the CDPH Project Representatives for processing.

5. Services to be Performed

Exhibit A
Scope of Work

Goal 1: Ensure all people with HIV receive a diagnosis as early as possible.

Major Functions, Tasks, and Activities	Timeline	Performance Measure and/or Deliverables
1.1 Implement HIV testing in health care settings, including routine opt-out HIV screening.	10/1/2025 through 6/30/28	1.1.1 Provide ROOT HIV screening in healthcare settings 1.1.2 Increase ROOT HIV screening in healthcare settings 1.1.3 Expand ROOT HIV screening in healthcare settings
1.2 Implement HIV testing in non-health care community settings, including HIV self-testing.	10/1/2025 through 6/30/28	1.2.1 Provide focused HIV testing in community-based, non-healthcare settings 1.2.2 Increase the number of newly diagnosed individuals
1.3 Support integrated screening of HIV in conjunction with sexually transmitted infections (STIs), tuberculosis (TB), hepatitis C virus (HCV), and mpox for a syndemic and person-centered approach.	10/1/2025 through 6/30/28	1.3.1 Use HIV, HCV and STI data to monitor estimated number of people with new and undiagnosed infection 1.3.2 Use data to focus testing efforts on populations with high numbers or percentages of persons unaware of their diagnosis
1.4 Implement or expand routine opt-out testing (ROOT) or focused testing in healthcare/correctional or other settings to identify people with HIV who would not be diagnosed otherwise from Ending the HIV Epidemic (EHE) priority populations.	10/1/2025 through 6/30/2028	1.4.1 Evaluate results of ROOT or Focused Testing and replicate best practices in new settings 1.4.2 Share best practices across LHJs

Exhibit A
Scope of Work

Major Functions, Tasks, and Activities	Timeline	Performance Measure and/or Deliverables
1.5 Implement an integrated HIV/STI/HCV Self-testing Program.	10/1/2025 through 6/30/2028	1.5.1 Draft or revise self-testing program protocols 1.5.2 Conduct outreach via social media on dating websites 1.5.3 Create or update resource-lists for referrals to PrEP/PEP, Anti-retroviral therapy (ART), evidence-based interventions, and other supportive services

Goal 2: Implement a comprehensive approach to treat people with diagnosed HIV infection rapidly and reach viral suppression.

Major Functions, Tasks, and Activities	Timeline	Performance Measure and/or Deliverables
2.1 Link to HIV medical care within 30 days nearly all people who test positive for HIV, provide HIV partner services, and refer to or provide prevention and essential services to support improved quality of life.	10/1/2025 through 6/30/2028	2.1.1 Provide linkage to care and medical treatment- for 90% of people newly diagnosed with HIV (PNDH) within 30 days 2.1.2 Provide syndemic approaches to service provision to 90% of people newly diagnosed with HIV within 30 days of diagnosis. 2.1.3 Provide and/or refer people living with HIV (PLWH) to prevention and essential support services (e.g., health benefits navigation and enrollment, behavioral health services, social services) 2.1.4 Implement data to care activities to assist linkage, retention, and reengagement in care for PLWH

Exhibit A
Scope of Work

Major Functions, Tasks, and Activities	Timeline	Performance Measure and/or Deliverables
<p>2.2 Support people with diagnosed HIV infection to receive rapid and effective treatment (and increase viral suppression to 95%).</p>	<p>10/1/2025 through 6/30/2028</p>	<p>2.2.1 Increase early linkage to ART 2.2.2 Increase reengagement in care 2.2.3 Increase medication adherence 2.2.4 Increase viral suppression 2.2.5 Conduct risk reduction interventions for PLWH 2.2.6 Promote undetectable = untransmittable (U=U) messaging and education</p>
<p>2.3 Implement an innovative, wholistic status-neutral model of service delivery designed to address social determinants of health barriers for EHE priority populations facing mental health, and/or substance use, and/or housing status barriers that will offer seamless referrals to medical care and other supportive services for all newly diagnosed individuals, and linkage to PrEP for those who test negative.</p>	<p>10/1/2025 through 6/30/2028</p>	<p>2.3.1 Adopt mobile, or street medicine, or other evidence-based approaches 2.3.2 Develop program plans 2.3.3 Monitor program utilization and adjust strategies to achieve EHE program goals</p>

Goal 3: Reduce new HIV transmission by increasing PrEP and PEP services supporting HIV prevention, including condom distribution, perinatal transmission prevention and harm reduction services.

Exhibit A
Scope of Work

Major Functions, Tasks, and Activities	Timeline	Performance Measure and/or Deliverables
3.1 Support and promote awareness and access to PrEP and PEP services.	10/1/2025 through 6/30/2028	3.1.1 Link individuals to PEP who have had a possible exposure to HIV within 72 hours 3.1.2 Screen individuals for PrEP eligibility 3.1.3 Refer eligible individuals to PrEP prescriber 3.1.4 Link eligible persons to a PrEP prescriber 3.1.5 Increase persons who obtain and initiate PrEP 3.1.6 Monitor PrEP indicators to evaluate PrEP referral, linkage, and initiation
3.2 Conduct condom distribution.	10/1/2025 through 6/30/2028	3.2.1 Provide condoms (large, regular, and internal) and lubricant to venues that serve individuals with high risk
3.3 Support harm reduction services, including syringe services programs (SSPs) and whole-person approach to HIV prevention services.	10/1/2025 through 6/30/2028	3.3.1 Monitor progress of SSPs in expanded locations 3.3.2 Evaluate results of harm reduction service expansion and replicate best practices in new settings 3.3.3 Share best practices across LHJs
3.4 Support and promote social marketing campaigns and other communication efforts to increase awareness of HIV, reduce stigma, and promote testing, prevention, and treatment.	10/1/2025 through 6/30/2028	3.4.1 Engage priority populations on dating apps to promote PrEP, condoms, HIV testing, mpox vaccination and U=U messaging

Exhibit A
Scope of Work

Major Functions, Tasks, and Activities	Timeline	Performance Measure and/or Deliverables
3.5 Implement novel and evidence-based models designed to address social determinants of health barriers for EHE priority populations facing mental health, and/or substance use, and/or housing status barriers that will offer seamless referrals to PrEP, medical care and other supportive services. Adopt mobile, or Street Medicine, or other evidence-based approaches.	10/1/2025 through 6/30/2028	3.5.1 Develop program plan 3.5.2 Refine program based on implementation 3.5.3 Develop a collaborative of partner agencies able to address social determinants of health barriers 3.5.4 Provide rapid linkage, same-day PrEP when possible

Goal 4: Conduct HIV surveillance activities.

Major Functions, Tasks, and Activities	Timeline	Performance Measure and/or Deliverables
4.1 Conduct data collection and reporting.	10/1/2025 through 6/30/2028	4.1.1 Capture case report from data via passive and active surveillance 4.1.2 Capture laboratory data via electronic and paper reporting 4.1.3 Submit data to OA as indicated in prevention program guidance 4.1.4 Complete bi-annual progress reports

Goal 5: Support community engagement to recruit new voices and non-traditional partners in HIV, HCV, and STI planning.

Major Functions, Tasks, and Activities	Timeline	Performance Measure and/or Deliverables
5.1 Participate in the annual CDPH OA symposium to review lessons learned and dialogue with non-traditional partners engaging in syndemic work.	10/1/2025 through 6/30/2028	5.1.1 Symposium attended by key LHJ staff

Exhibit A
 Scope of Work

Major Functions, Tasks, and Activities	Timeline	Performance Measure and/or Deliverables
5.2 Make twice yearly reports about community engagement efforts to county planning bodies, noting engagement of new voices and non-traditional partners.	10/1/2025 through 6/30/2028	5.2.1 Bi-annual reports submitted to OA.
5.3 Conduct at least two community engagement activities per year, using support from OA and technical assistance providers as needed.	10/1/2025 through 6/30/2028	5.3.1 Employ virtual and in-person community engagement 5.3.2 Document new voices and non-traditional partners in mid-year and end of year reports

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. In no event shall the Contractor request reimbursement from the State for obligations entered into or for costs incurred prior to the commencement date or after the expiration of this Agreement.
- B. For services satisfactorily rendered, and upon receipt and approval of any invoice(s) received, CDPH agrees to compensate the Contractor for actual expenditures incurred in accordance with the Budget Line-Item amounts specified in Attachment 1, Budget Detail of this Exhibit.
- C. Invoices shall include the Agreement Number and shall be submitted in hard copy or electronically not more frequently than quarterly in arrears and submitted to CDPH for approval to:

HIV Prevention Invoices
OA.Prevention.Invoices@cdph.ca.gov

The State, at its discretion, may designate an alternate invoice submission address. A change in the invoice address shall be accomplished via a written notice to the Contractor by the State and shall not require an amendment to this agreement.

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

E. Amounts Payable

The amounts payable under this agreement shall not exceed the total amounts of \$15,000.00 as identified on the first page of the agreement nor shall it exceed the amount shown in Attachment 1 of this Exhibit.

2. Budget Contingency Clause

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

Exhibit B
Budget Detail and Payment Provisions

considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.

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

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. Final undisputed invoice shall be submitted for payment no more than **thirty (30)** calendar days following the expiration or termination date of this agreement, unless a later or alternate deadline is agreed to in writing by the program contract manager. Said invoice should be clearly marked "Final Invoice", indicating that all payment obligations of the State under this agreement have ceased and that no further payments are due or outstanding. The State may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written State approval of an alternate final invoice submission deadline.
- B. The Contractor is hereby advised of its obligation to submit to the state, with the final invoice, a completed copy of the "**Contractor's Release (Exhibit G)**".

5. Expense Allowability / Fiscal Documentation

- A. Invoice(s) received from the Contractor and accepted for payment by the State shall not be deemed evidence of allowable agreement costs.
- B. Contractor shall maintain for review and audit by the state for three years and supply to CDPH upon request adequate documentation of all expenses claimed pursuant to this agreement to permit a determination of expense allowability.
- C. If the allowability of an expense cannot be determined by the State because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be dis-allowed, and payment may be withheld by the State. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

6. Recovery of Overpayments

Exhibit B
Budget Detail and Payment Provisions

- A. Contractor agrees that claims based upon the terms of this agreement or an audit finding and/or an audit finding that is appealed and upheld will be recovered by the State by one of the following options:
1. Contractor's remittance to the State of the full amount of the audit exception within 30 days following the State's request for re-payment.
 2. A repayment schedule which is agreeable to both the State and the Contractor.
- B. The State reserves the right to select which option as indicated above in paragraph A will be employed and the Contractor will be notified by the State in writing of the claim procedure to be utilized.
- C. Interest on the unpaid balance of the audit finding or debt will accrue at a rate equal to the monthly average of the rate received on investments in the Pooled Money Investment Fund commencing on the date that an audit or examination finding is mailed to the Contractor, beginning 30 business days after Contractor's receipt of the State's demand for repayment.
- D. If the Contractor has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached. If the Contractor loses the final administrative appeal, Contractor shall repay to the State the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the Contractor's first receipt of State's notice requesting reimbursement of questioned audit costs or disallowed expenses.

7. Advance Payments

No advance payment is allowed under this Contract.

8. Travel and Per Diem Reimbursement

Any reimbursement for necessary travel and per diem shall be at the rates currently in effect, as established by the California Department of Human Resources (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. See CalHR website:

<http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx>

Exhibit B1
Budget Detail

Term: Upon Approval - June 30, 2028

Personnel		Year 1 October 1, 2025 - June 30, 2026			Year 2 July 1, 2026 - June 30, 2027			Year 3 July 1, 2027 - June 30, 2028			Totals
Position Title	SOW Reference	FTE	Avg. Salary	Budget	FTE	Avg. Salary	Budget	FTE	Avg. Salary	Budget	
Program Manager	Obj. 1-5	0.045	\$100,000	\$4,500	0.045	\$100,000	\$4,500	0.045	\$100,000	\$4,500	\$13,500
		0.000		\$0	0.000		\$0	0.000		\$0	\$0
		0.000		\$0	0.000		\$0	0.000		\$0	\$0
		0.000		\$0	0.000		\$0	0.000		\$0	\$0
		0.000		\$0	0.000		\$0	0.000		\$0	\$0
Total Salaries and Wages				\$4,500		\$4,500		\$4,500		\$4,500	\$13,500
Fringe Benefits			Percentage			Percentage			Percentage		
			0%	\$0		0%	\$0		0%	\$0	\$0
Total Personnel				\$4,500		\$4,500		\$4,500		\$4,500	\$13,500
Operating Expenses		SOW Reference		Budget			Budget			Budget	
				\$0			\$0			\$0	\$0
				\$0			\$0			\$0	\$0
				\$0			\$0			\$0	\$0
				\$0			\$0			\$0	\$0
				\$0			\$0			\$0	\$0
				\$0			\$0			\$0	\$0
Total Operating Expenses				\$0		\$0		\$0		\$0	\$0
Subcontractor		SOW Reference		Budget			Budget			Budget	
				\$0			\$0			\$0	\$0
				\$0			\$0			\$0	\$0
Total Subcontractor				\$0		\$0		\$0		\$0	\$0
Travel		SOW Reference		Budget			Budget			Budget	
				\$0			\$0			\$0	\$0
				\$0			\$0			\$0	\$0
				\$0			\$0			\$0	\$0
Travel Costs				\$0		\$0		\$0		\$0	\$0
Total Indirect Costs			Percentage	Budget		Percentage	Budget		Percentage	Budget	
Personnel Costs			11.1%	\$500		11.1%	\$500		11.1%	\$500	\$1,500
Total Costs				\$5,000		\$5,000		\$5,000		\$5,000	\$15,000

Exhibit D
Special Terms and Conditions

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

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

Index of Special Terms and Conditions

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

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

a. Equipment definitions

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

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

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

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

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

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

- (2) All equipment purchases are subject to paragraphs d through g of this provision. Paragraph b of this provision shall also apply, if equipment purchases are delegated to subcontractors that are either a government or public entity.
- (3) Nonprofit organizations and commercial businesses, shall use a procurement system that meets the following standards:

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- (a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.
- (b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.
- (c) Procurements shall be conducted in a manner that provides for all of the following:
 - [1] Avoid purchasing unnecessary or duplicate items.
 - [2] Equipment solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.
 - [3] Take positive steps to utilize small and veteran owned businesses.
- d. Unless waived or otherwise stipulated in writing by CDPH, prior written authorization from the appropriate CDPH Program Contract Manager will be required before the Contractor will be reimbursed for any purchase **exceeding** \$2,500 or more for commodities, supplies, equipment, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by CDPH, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.
- e. In special circumstances, determined by CDPH (e.g., when CDPH has a need to monitor certain purchases, etc.), CDPH may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. CDPH reserves the right to either deny claims for reimbursement or to request repayment for any Contractor purchase that CDPH determines to be unnecessary in carrying out performance under this Agreement.
- f. The Contractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor at any time.
- g. For all purchases, the Contractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor for inspection or audit.

2. Equipment Ownership / Inventory / Disposition

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

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

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

- (1) CDPH requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by CDPH or purchased/reimbursed with funds provided through this Agreement.

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

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

- (a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).
- (b) Submit the inventory report to CDPH according to the instructions appearing on the inventory form or issued by the CDPH Program Contract Manager.
- (c) Contact the CDPH Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by CDPH's Asset Management Unit.

- b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.
- c. Unless otherwise stipulated, CDPH shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.
- d. The Contractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.
 - (1) In administering this provision, CDPH may require the Contractor to repair or replace, to CDPH's satisfaction, any damaged, lost or stolen state equipment and/or property. Contractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the CDPH Program Contract Manager.

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- e. Unless otherwise stipulated by the program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, shall only be used for performance of this Agreement or another CDPH agreement.
- f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor shall provide a final inventory report of equipment and/or property to the CDPH Program Contract Manager and shall, at that time, query CDPH as to the requirements, including the manner and method, of returning state equipment and/or property to CDPH. Final disposition of equipment and/or property shall be at CDPH expense and according to CDPH instructions. Equipment and/or property disposition instructions shall be issued by CDPH immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, CDPH may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different CDPH agreement.

g. **Motor Vehicles**

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

- (1) If motor vehicles are purchased/reimbursed or furnished by CDPH under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor shall return such vehicles to CDPH and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to CDPH.
- (2) If motor vehicles are purchased/reimbursed or furnished by CDPH under the terms of this Agreement, **the State of California shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner.** The Contractor shall only use said vehicles for the performance under the terms of this Agreement.
- (3) The Contractor agree that all operators of motor vehicles, purchased/reimbursed or furnished by CDPH under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.
- (4) If any motor vehicle is purchased/reimbursed or furnished by CDPH under the terms of this Agreement, the Contractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's possession:

Automobile Liability Insurance

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

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- (b) The Contractor shall, as soon as practical, furnish a copy of the certificate of insurance to the CDPH Program Contract Manager. The certificate of insurance shall identify the CDPH contract or agreement number for which the insurance applies.
- (c) The Contractor agree that bodily injury and property damage liability insurance, as required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to CDPH.
- (d) The Contractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.
- (e) The Contractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:
 - [1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State.
 - [2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.
 - [3] The insurance carrier shall notify CDPH, in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to each agreement number for which the insurance was obtained.
- (f) The Contractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by CDPH, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services shall be performed prior to obtaining said approval.
- (g) In the event the Contractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, CDPH may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

3. Subcontract Requirements

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

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

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- b. CDPH reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.
 - (1) Upon receipt of a written notice from CDPH requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by CDPH.
- c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) exceeding \$2,500 are subject to the prior review and written approval of CDPH.
- d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by CDPH, make copies available for approval, inspection, or audit.
- e. CDPH assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.
- f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.
- g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement and shall be the subcontractor's sole point of contact for all matters related to the performance and payment during the term of this Agreement.
- h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

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

4. Income Restrictions

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

5. Site Inspection

The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Contractor or Subcontractor, the Contractor shall provide and shall

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require Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the services performed.

6. Intellectual Property Rights

a. Ownership

- (1) Except where CDPH has agreed in a signed writing to accept a license, CDPH shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.
- (2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.
 - (a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.
- (3) In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of CDPH's Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of CDPH's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of CDPH. **Except as otherwise set forth herein, neither the Contractor nor CDPH shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to CDPH, Contractor agrees to abide by all license and confidentiality restrictions applicable to CDPH in the third-party's license agreement.
- (4) Contractor agrees to cooperate with CDPH in establishing or maintaining CDPH's exclusive rights in the Intellectual Property, and in assuring CDPH's sole rights against third parties with

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

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

b. Retained Rights / License Rights

- (1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to CDPH, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.
- (2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of CDPH or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

c. Copyright

- (1) Contractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to CDPH to any work product made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.
- (2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from,

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

d. Patent Rights

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

e. Third-Party Intellectual Property

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining CDPH's prior written approval; and (ii) granting to or obtaining for CDPH, without additional compensation, a license, as described in Section b of this provision, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon these terms is unattainable, and CDPH determines that the Intellectual Property should be included in or is required for Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to CDPH.

f. Warranties

(1) Contractor represents and warrants that:

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

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- (d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
 - (e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.
 - (f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to CDPH in this Agreement.
 - (g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
 - (h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.
- (2) CDPH MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

g. Intellectual Property Indemnity

- (1) Contractor shall indemnify, defend and hold harmless CDPH and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of CDPH's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. CDPH reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against CDPH.
- (2) Should any Intellectual Property licensed by the Contractor to CDPH under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve CDPH's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to CDPH. CDPH shall have the

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right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for CDPH to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, CDPH shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

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

h. Survival

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

7. Prior Approval of Training Seminars, Workshops or Conferences

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

8. Confidentiality of Information

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

- a. Protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.
- b. Not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.
- c. Promptly transmit to the CDPH Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.
- d. Not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than CDPH without prior written

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authorization from the CDPH Contract Manager, except if disclosure is required by State or Federal law.

- e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.
- f. As deemed applicable by CDPH, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

9. Documents, Publications and Written Reports

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

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

10. Dispute Resolution Process

- a. A Contractor grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Contractor and CDPH, the Contractor must seek resolution using the procedure outlined below.
 - (1) The Contractor should first informally discuss the problem with the CDPH Program Contract Manager. If the problem cannot be resolved informally, the Contractor shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Contractor's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.
 - (2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Contractor to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is

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organized or his/her designee shall be directed to the Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.

- b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).
- c. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.
- d. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Contract Manager.
- e. There are organizational differences within CDPH's funding programs, and the management levels identified in this dispute resolution provision may not apply in every contractual situation. When a grievance is received and organizational differences exist, the Contractor shall be notified in writing by the CDPH Contract Manager of the level, name, and/or title of the appropriate management official that is responsible for issuing a decision at a given level.

11. Officials Not to Benefit

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

12. Prohibited Use of State Funds for Software

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

13. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

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

- a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.
- b. As used herein, fringe benefits do not include:

Exhibit D
Special Terms and Conditions

- (1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.
 - (2) Director's and executive committee member's fees.
 - (3) Incentive awards and/or bonus incentive pay.
 - (4) Allowances for off-site pay.
 - (5) Location allowances.
 - (6) Hardship pay.
 - (7) Cost-of-living differentials
- c. Specific allowable fringe benefits include:
- (1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.
- d. To be an allowable fringe benefit, the cost must meet the following criteria:
- (1) Be necessary and reasonable for the performance of the Agreement.
 - (2) Be determined in accordance with generally accepted accounting principles.
 - (3) Be consistent with policies that apply uniformly to all activities of the Contractor.
- e. Contractor agrees that all fringe benefits shall be at actual cost.
- f. Earned/Accrued Compensation
- (1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See section f (3)(a) below for an example.
 - (2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.
 - (3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.
- (a) **Example No. 1:**
- If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a one year agreement. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of an agreement, the Contractor during a one-year budget period may only claim up to three weeks of vacation and twelve days of sick leave as actually used by the

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Special Terms and Conditions

employee. Amounts earned/accrued in periods prior to the beginning of the Agreement are not an allowable cost.

(b) **Example No. 2:**

If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

(c) **Example No. 3:**

If during a single year agreement, John Doe works fifty weeks and used one week of vacation and one week of sick leave and all fifty-two weeks have been billed to CDPH, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

14. Cancellation

- A. This agreement may be cancelled by CDPH **without cause** upon 30 calendar days advance written notice to the Contractor.
- B. CDPH reserves the right to cancel or terminate this agreement immediately for cause. The Contractor may submit a written request to terminate this agreement only if CDPH substantially fails to perform its responsibilities as provided herein.
- C. The term “for cause” shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of this agreement.
- D. Agreement termination or cancellation shall be effective as of the date indicated in CDPH’s notification to the Contractor. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. Upon receipt of a notice of termination or cancellation, the Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent agreement costs.
- F. In the event of early termination or cancellation, the Contractor shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this agreement.

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

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. “Economic Sanctions” refers to sanctions imposed by the U.S. government in response to Russia’s actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic

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Sanctions. Accordingly, should the State determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

Exhibit E
Additional Provisions

1. Insurance Requirements

A. General Provisions Applying to All Policies

1. Coverage Term – Coverage needs to be in force for the complete term of the Agreement. If insurance expires during the term of the Agreement, a new certificate and required endorsements must be received by the State at least ten (10) business days prior to the expiration of this insurance. Any new insurance must comply with the original Agreement terms.
2. Policy Cancellation or Termination and Notice of Non-Renewal – Contractor shall provide to the CDPH within five (5) business days following receipt by Contractor a copy of any cancellation or non-renewal of insurance required by this Contract. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the CDPH may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
3. Premiums, Assessments and Deductibles – Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.
4. Primary Clause – Any required insurance contained in this Agreement shall be primary and not excess or contributory to any other insurance carried by the CDPH.
5. Insurance Carrier Required Rating – All insurance companies must carry an AM Best rating of at least “A–” with a financial category rating of no lower than VI. If Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
6. Endorsements – Any required endorsements requested by the CDPH must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
7. Inadequate Insurance – Inadequate or lack of insurance does not negate Contractor’s obligations under the Agreement.
8. Use of Subcontractors - In the case of Contractor’s utilization of Subcontractors to complete the contracted scope of work, Contractor shall include all Subcontractors as insured under Contractor’s insurance or supply evidence of the Subcontractor’s insurance to the CDPH equal to policies, coverages, and limits required of Contractor.

B. Insurance Coverage Requirements

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Additional Provisions

Contractor shall display evidence of certificate of insurance evidencing the following coverage:

1. Commercial General Liability – Contractor shall maintain general liability with limits not less than \$1,000,000 per occurrence for bodily injury and property damage combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent Contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to Contractor’s limit of liability. The policy shall be endorsed to include, “The State of California, its officers, agents and employees, are included as additional insured, but only with respect to work performed for the state of California under this agreement.” This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
2. Automobile Liability (when required) – Contractor shall maintain motor vehicle liability insurance with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. Should the scope of the Agreement involve transportation of hazardous materials, evidence of an MCS-90 endorsement is required. The policy shall be endorsed to include, “The State of California, its officers, agents and employees, are included as additional insured, but only with respect to work performed for the state of California under this agreement.” This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
3. Worker’s Compensation and Employer’s Liability (when required) – Contractor shall maintain statutory worker’s compensation and employer’s liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer’s liability limits of \$1,000,000 are required. When work is performed on State owned or controlled property the policy shall contain a waiver of subrogation endorsement in favor of the State. This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
4. Professional Liability (when required) – Contractor shall maintain professional liability covering any damages caused by a negligent error act or omission with limits not less than \$1,000,000 per occurrence and \$1,000,000 policy aggregate. The policy’s retroactive date must be displayed on the certificate of insurance and must be before the date this Agreement was executed or before the beginning of Agreement work.
5. Environmental/Pollution Liability (when required) – Contractor shall maintain pollution liability for limits not less than \$1,000,000 per claim covering Contractor’s liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work

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Additional Provisions

performed on site as well as transportation and proper disposal of hazardous materials. The policy shall be endorsed to include, "The State of California, its officers, agents and employees, are included as additional insured, but only with respect to work performed for the state of California under this agreement." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

6. Aircraft Liability (when required) - Contractor shall maintain aircraft liability with a limit not less than \$3,000,000. The policy shall be endorsed to include, "The State of California, its officers, agents and employees, are included as additional insured, but only with respect to work performed for the state of California under this agreement." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

Exhibit F
Information Privacy and Security Requirements

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 7920.530, or is exempt from Disclosure under any of the provisions of Section 7920.000, 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 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 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; or
 5. 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.
 6. The term “Security Incident” shall not include pings and other broadcast attacks on Contractor’s firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in any defeat or circumvention

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of Contractor's IT security infrastructure or in any unauthorized access to, or Use, or Disclosure of, CDPH PCI.

- G. Use: "Use" means the sharing, employment, application, utilization, examination, or analysis of information.
- H. Workforce Member(s): "Workforce Member(s)" means an employee, contractor, agent, volunteer, trainee, or other person whose conduct, in the performance of work for Contractor, is under the direct control of Contractor, whether or not they are paid by Contractor. Pursuant to state policy, Workforce Member(s) must only be located in the continental United States.
- IV. Use and Disclosure Restrictions: The Contractor and its Workforce Member(s) shall protect from unauthorized Use or Disclosure any CDPH PCI. The Contractor shall not Use or 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. [Reserved]
- 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 Workforce Member(s) 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 Workforce Member(s) who receive training to certify, either in hard copy or electronic form, the date on which the training was completed.

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- B. The Contractor shall retain Workforce Member(s) certifications for CDPH inspection for a period of three (3) years following contract termination or completion.
- C. Contractor shall provide CDPH with its Workforce Member(s)' certifications within five (5) business days of a request by CDPH for the Workforce Member(s)' certifications.
- X. Workforce Member(s) Discipline: Contractor shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other Contractor Workforce Member(s) under Contractor's direct control who intentionally or negligently violate any provisions of this Exhibit.
- 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, and **within twenty-four (24) hours by email** of the discovery of any Security Incident, 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 a Workforce Member(s) or agent of the Contractor.
- Contractor shall take:
1. Prompt action to immediately investigate such Breach or Security Incident
 2. prompt corrective action to mitigate any risks or damages involved with the Breach or Security Incident and to protect the operating environment; and
 3. any action pertaining to a Breach required by applicable state and federal 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;

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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
 5. whether Civil Code section 1798.29 or any other state or federal laws requiring individual notifications of Breaches have been triggered.
- C.** Written Report(s): The Contractor shall provide written report(s) 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, and as further requested. The report(s) 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 CDPH PCI 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

Exhibit F
 Information Privacy and Security Requirements

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.

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, unless prohibited from doing so by applicable state or federal law. The only instance in which this would not be required is if the person requesting the information or accounting of disclosures is the individual themselves, seeking information directly from the Contractor as to all records directly held by the Contractor.
- XIV. Audits, Inspection and Enforcement: CDPH may inspect the facilities, systems, books, and records of Contractor as it may relate to CDPH, 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.

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- 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.
- 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 state and federal laws regarding information security and privacy rapidly evolve, 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 Member(s) 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 Member(s) 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 state and federal 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.

Exhibit F
Information Privacy and Security Requirements

Attachment 1
Contractor Data Security Standards

I. Personnel Controls

- A. Workforce Member(s) Training and Confidentiality.** Before being allowed access to CDPH PCI, all Contractor's Workforce Member(s) 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 Use statement indicating they will not improperly Use or Disclose the CDPH PCI to which they have access. Training must be on an annual basis. Acknowledgments of completed training and confidentiality statements, which have been signed and dated by Workforce Member(s) must be retained by the 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 Member(s) Discipline.** Appropriate sanctions, including termination of employment where appropriate, must be applied against Workforce Member(s) who fail to comply with privacy policies and procedures, acceptable Use agreements, or any other provisions of these requirements.
- C. Workforce Member(s) Assessment.** Before being permitted access to CDPH PCI, Contractor must assure there is no indication its Workforce Member(s) 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 and mobile computing devices must be encrypted, in accordance with CDPH Cryptographic Standards or using the latest FIPS 140 validated cryptographic modules.
 - All electronic files that contain CDPH PCI must be encrypted when stored on any removable media type device (such as USB thumb drives, CD/DVD, tape backup, etc.), in accordance with CDPH Cryptographic Standards or using the latest FIPS 140 validated cryptographic modules.
 - CDPH PCI must be encrypted during data in-transit and at-rest on all public telecommunications and network systems, and at all points not in the direct ownership and control of the Department, in accordance with CDPH Cryptographic Standards or using the latest FIPS 140 validated cryptographic modules.
- B. Server Security.** Servers containing unencrypted CDPH 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.

Exhibit F
Information Privacy and Security Requirements

- 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) “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 Member(s) must have a unique local and/or network user identification (ID) to access CDPH PCI. To access systems/applications that store, process, or transmit CDPH PCI, it must comply with SIMM 5360-C Multi-factor Authentication (MFA) Standard and NIST SP800-63B Digital Identity Guidelines. The SIMM 5350-C provides steps for determining the Authenticator Assurance Level (AAL), and a set of permitted authenticator types for each AAL (0-3). Note: MFA requirement does not apply to AAL 0.

All Contractor Workforce Member(s) are required to leverage FIDO authentication. The FIDO authentication is AAL 3 compliance. FIDO certified devices such as YubiKeys and Windows Hello for Business (WHfB) are the mechanism for user authentication in the Department.

Should a Workforce Member(s) 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.

	AAL 1	AAL 2	AAL 3
Permitted Authenticator Types	<ul style="list-style-type: none"> - Memorized Secret - Look-Up Secret - Out-of-Band Devices - Single-Factor One-Time Password (OTP) Device - Multi-Factor OTP Device - Single-Factor Cryptographic Software - Single-Factor Cryptographic Device - Multi-Factor Cryptographic Software - Multi-Factor Cryptographic Device 	<ul style="list-style-type: none"> - Multi-Factor OTP Device - Multi-Factor Cryptographic Software - Multi-Factor Cryptographic Device - Memorized Secret <p>plus:</p> <ul style="list-style-type: none"> - Look-Up Secret - Out-of-Band Device - Single-Factor OTP Device - Single-Factor Cryptographic Software - Single-Factor Cryptographic Device 	<ul style="list-style-type: none"> - Multi-Factor Cryptographic Device - Single-Factor Cryptographic Device used in conjunction with Memorized Secret - Multi-Factor OTP device (software or hardware) used in conjunction with a Single-Factor Cryptographic Device - Multi-Factor OTP device (hardware only) used in conjunction with a Single-Factor Cryptographic Software - Single-Factor OTP device (hardware only) used in conjunction with a Multi-Factor Cryptographic Software Authenticator - Single-Factor OTP device (hardware only) used in conjunction with a Single-Factor Cryptographic Software Authenticator and a Memorized Secret.

Exhibit F
 Information Privacy and Security Requirements

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. Reauthentication. Contractor’s computing devices holding, or processing CDPH PCI must comply the Reauthentication requirement, in which a session must be terminated (e.g., logged out) when the specified time is reached. Note: Reauthentication requirement does not apply to Authenticator Assurance Level (AAL) 0.

	AAL 1	AAL 2	AAL 3
Reauthentication	30 Days – Fix Period of Time, regardless user activity	12 hours – Fix Period of Time, regardless user activity; 30 minutes inactivity May use one of the authenticators to reauthenticate	12 hours – Fix Period of Time regardless user activity; 15 minutes inactivity Must use both authenticators to reauthenticate

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

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

I. Warning Banners. During a user log-on process, all systems providing access to CDPH 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 six (6) years after event occurrence. There must protect audit information and audit logging tools from unauthorized access, modification, and deletion. There must also be a documented and routine procedure in place to review system logs for unauthorized access.

K. Live Data Usage. Using live data (production data) for testing and training purposes is not allowed. Synthetic data must be Used. If synthetic data cannot be generated and/or Used, a de-identification process against the live data must be done to reduce privacy risks to individuals. The de-identification process removes identifying information from a dataset so that individual data cannot be linked with specific individuals. Refer to CHHS Data De-Identification Guidelines.

L. Privileged Access Management (PAM). Contractor who responsible for setting up and maintaining privileged accounts related to CDPH electronic information resources shall comply

Exhibit F
Information Privacy and Security Requirements

with the CDPH PAM Security Standard. Information resources include user workstations as well as servers, databases, applications, and systems managed on-premises and on the cloud.

- M. *Intrusion Detection.*** All 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

- 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(s), 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 Member(s) 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.

Exhibit F
Information Privacy and Security Requirements

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

Contractor's Release

Instructions to Contractor:

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

Submission of Final Invoice

Pursuant to **contract number** 25-10672 entered into between the State of California Department of Public Health (CDPH) and the Contractor (identified below), the Contractor does acknowledge that final payment has been requested via **invoice number(s)** _____, in the **amount(s) of \$** _____ and **dated** _____
If necessary, enter "See Attached" in the appropriate blocks and attach a list of invoice numbers, dollar amounts and invoice dates.

Release of all Obligations

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

Repayments Due to Audit Exceptions / Record Retention

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

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

Recycled Product Use Certification

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

Reminder to Return State Equipment/Property (If Applicable)

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

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

Patents / Other Issues

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

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

Contractor's Legal Name (as on contract): County of Los Angeles

Signature of Contractor or Official Designee: _____ Date: _____

Printed Name/Title of Person Signing: _____

CDPH Distribution: Accounting (Original) Program

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”

**“Disease Intervention Specialist (DIS) Workforce Development,” hereinafter
“Project”**

GRANT AGREEMENT NUMBER 25-10640

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

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

PURPOSE: The Department shall award this Grant Agreement to and for the benefit of the Grantee; the purpose of the Disease Intervention Specialist (DIS) Workforce Development grant is to develop, expand, train, and sustain the disease investigation and intervention workforce and address jurisdictional prevention and response needs for human immunodeficiency virus (HIV), sexually transmitted infections (STIs), hepatitis C virus (HCV), and mpox. **The funding is intended to scale prevention, increase capacity to conduct disease investigation, ensure appropriate treatment, link people to care and ongoing case management, monitor disease trends and rapidly respond to changes in disease trends and outbreaks of STIs, HIV, HCV, and mpox.**

STI prevention is HIV prevention. People with STIs are at an increase risk for acquiring and transmitting HIV. [CDC states in the STI Treatment Guidelines](#) that “diagnosis of an STI is a biomarker for HIV acquisition, especially among persons with primary or secondary syphilis or, among MSM individuals with rectal gonorrhea or chlamydia.” Data shows men who have sex with men (MSM) diagnosed with rectal gonorrhea and early syphilis were at the greatest risk of being diagnosed with HIV infection post-STI diagnosis and that these individuals should be prioritized for more intensive prevention interventions, including PrEP ([Katz et al, 2016](#)). Hence, identifying, treating and preventing STIs has a clear link to preventing HIV infection.

Additionally, HIV, STIs, HCV, and mpox have shared populations at risk, including MSM due to similar transmission mechanisms including sexual activity. In California, STI and HIV rates are particularly high among vulnerable populations already at elevated risk for HIV, including gay, bisexual, and other MSM, transgender and non-binary individuals, BIPOC communities, people who use drugs, and people experiencing homelessness or incarceration. Recent data also indicates STI rates are significantly higher - up to 39% (Williams & Bryant, 2018) and the CDC reports an increased HIV burden among people experiencing homelessness. Additionally, a composite literature review of [STI prevalence in homeless adults](#) identified HCV as the highest reported prevalence, at 52% among older men experiencing homelessness (Williams & Bryant, 2018).

According to HHS Guidelines: Both HIV and HCV can be transmitted by percutaneous exposure to blood or blood products, sexual intercourse, and perinatal transmission; however, the relative efficiency of transmission by these routes varies substantially. HCV transmission via injection drug use remains the most common mode of acquisition in the United States. The prevalence of HCV infection among people with HIV is distributed in the following subgroups: people who inject drugs (82.4%), men who have sex with men (MSM, 6.4%). In the United States, it is estimated that 62% to 80% of people who inject drugs and have HIV also have HCV infection. Estimates of HCV/HIV coinfection in the United States have been cited as 21% but have ranged from 6% to 30% with high variability based on the distribution of HIV transmission risk factors.

The potential for rapid spread of HIV among this population of PWID was realized during a 2015 outbreak in rural Scott County, Indiana. In January 2015, disease intervention specialists reported 11 new cases of confirmed HIV infection epidemiologically linked through injection drug use; by comparison, only 5 HIV infections had been diagnosed in this county in the prior 10 years (2004–2013). By November 2015, 181 new cases of HIV had been diagnosed; 92% of infected persons were coinfecting with HCV. In this outbreak among PWID, HCV infection typically preceded HIV infection, representing an important opportunity for HIV prevention. HCV among PWID is often an indicator of syringe-sharing, which also increases HIV risk. Empirical evidence and program evaluation data in California has shown that offering HCV testing increases acceptability and utilization of HIV testing among PWID.

Finally, people who are living with or are at risk for HIV are disproportionately impacted by mpox. Mitigation of mpox severity and transmission through vaccination is a core priority in California since approximately 40% of mpox cases in California in 2023 were among people with HIV. People with HIV, particularly those with a low CD4 cell count or those not receiving antiretroviral therapy, are at higher risk for severe mpox and even death.

Evidence for increasing STI, HCV and mpox incidence and prevalence in HIV-negative men seen in HIV PrEP clinics has also led to current recommendations to monitor for STIs, HCV and mpox as part of PrEP care. For this reason, it is critical that HIV prevention funds also incorporate these preventive services.

The syndemic of HIV, STIs, HCV and mpox from sexual and/or bloodborne transmission highlights the need for a syndemic approach to risk reduction. Given this context, LHJ disease investigators, epidemiologists, clinicians, and other program and grant managers play a critical role in identifying and responding to cases of HIV, STIs, HCV, and mpox, as well as reaching their partners. This work is essential for identifying those at greatest risk for HIV for expanding prevention, conducting investigations, monitoring disease trends, ensuring treatment, linking individuals and their partners to care and prevention are vital strategies for controlling the spread of HIV, STIs, HCV and mpox in California.

GRANT AMOUNT: The maximum amount payable under this Grant Agreement shall not exceed the amount of \$29,693,322.00.

TERM OF GRANT AGREEMENT: The term of the Grant shall begin on July 01, 2025, and terminates on June 30, 2030. No funds may be requested or invoiced for services performed or costs incurred after June 30, 2030.

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, Assistant Branch Chief, STD Control Branch	Name: Michael Green, Chief of Planning, Development and Research / Division of HIV and STD Programs
Address: P.O. Box 997377, MS 7320	Address: 600 S. Commonwealth Ave., 10th Floor
City, ZIP: Sacramento, CA 95899-7377	City, ZIP: Los Angeles, CA 90005
Phone: (279) 667-2164	Phone: (213) 351-8002
E-mail: Alexia.McGonagle@cdph.ca.gov	E-mail: mgreen@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: Magdalena Esquivel, Chief of Direct Community Services / Division of HIV and STD Programs
Address: P.O. Box 997377, MS 7320	Address: 600 S. Commonwealth Ave., 10th Floor
City, ZIP: Sacramento, CA 95899-7377	City, ZIP: Los Angeles, CA 90005
Phone: (279) 667-1464	Phone: (213) 351-8089
E-mail: Adriana.Cervantes@cdph.ca.gov	E-mail: maesquivel@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: Sine Yohannes
Address: P.O. Box 1859
City, ZIP: Sacramento, CA 95812-0110
Phone: (213) 351-8111
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

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.

GRANT EXECUTION. Unless otherwise prohibited by law or Grantees policy, the parties agree that an electronic copy of a signed Grant agreement, or an electronically signed Grant agreement, has the same force and legal effect as a Grant agreement executed with an original ink signature. The term “electronic copy of a signed Grant” refers to a transmission by facsimile, electronic mail, or other electronic means of a copy of an original signed Grant in a portable document format. The term “electronically signed Grant” means a grant agreement that is executed by applying an electronic signature using technology approved by the Grantee.

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

Executed By:

Date:

Barbara Ferrer
Director, Los Angeles County, Department of
Public Health
County of Los Angeles
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
Funding Allocation Process
Disease Intervention Specialist (DIS) Workforce Development Grant

The California Department of Public Health (CDPH), Sexually Transmitted Disease Control Branch (STDCB) will allocate approximately \$83,921,550 dollars in State local assistance funds through the Disease Intervention Specialist (DIS) Workforce Development Grant, funded by the AIDS Drug Assistance Program Rebate Fund. This Grant is to fund local disease intervention specialists supporting current or eligible services and programs as per Sections [120956](#) and [120972.2](#) of the Health and Safety Code. This Grant is set to begin on July 01, 2025, and end on June 30, 2030.

The Grantee will use this funding to develop, expand, train, and sustain the disease investigation and intervention workforce and address jurisdictional prevention and response needs for human immunodeficiency virus (HIV), sexually transmitted infections (STIs), hepatitis C virus (HCV), and mpox. **The funding is intended to scale prevention, increase capacity to conduct disease investigation, ensure appropriate treatment, link people to care and ongoing case management, monitor disease trends and rapidly respond to changes in disease trends and outbreaks of STIs, HIV, HCV, and mpox.**

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Additionally, HIV, STIs, HCV, and mpox have shared populations at risk, including MSM due to similar transmission mechanisms including sexual activity. In California, STI and HIV rates are particularly high among vulnerable populations already at elevated risk for HIV, including gay, bisexual, and other MSM, transgender and non-binary individuals, BIPOC communities, people who use drugs, and people experiencing homelessness or incarceration. Recent data also indicates STI rates are significantly higher - up to 39% (Williams & Bryant, 2018) and the CDC reports an increased HIV burden among people experiencing homelessness. Additionally, a composite literature review of [STI prevalence in homeless adults](#) identified HCV as the highest reported prevalence, at 52% among older men experiencing homelessness (Williams & Bryant, 2018).

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Exhibit A
Funding Allocation Process
Disease Intervention Specialist (DIS) Workforce Development Grant

of people who inject drugs and have HIV also have HCV infection. Estimates of HCV/HIV coinfection in the United States have been cited as 21% but have ranged from 6% to 30% with high variability based on the distribution of HIV transmission risk factors.

The potential for rapid spread of HIV among this population of PWID was realized during a 2015 outbreak in rural Scott County, Indiana. In January 2015, disease intervention specialists reported 11 new cases of confirmed HIV infection epidemiologically linked through injection drug use; by comparison, only 5 HIV infections had been diagnosed in this county in the prior 10 years (2004–2013). By November 2015, 181 new cases of HIV had been diagnosed; 92% of infected persons were coinfecting with HCV. In this outbreak among PWID, HCV infection typically preceded HIV infection, representing an important opportunity for HIV prevention. HCV among PWID is often an indicator of syringe-sharing, which also increases HIV risk. Empirical evidence and program evaluation data in California has shown that offering HCV testing increases acceptability and utilization of HIV testing among PWID.

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Funding will be allocated to sixty-one (61) local health jurisdictions (LHJ).

CDPH/STDCB included the following factors in the allocation model:

- These funds will maintain the disease intervention specialist workforce across 61 LHJs and ensure the continuation of essential services to prevent and control HIV, STIs, HCV, and mpox.

Exhibit A
Funding Allocation Process
Disease Intervention Specialist (DIS) Workforce Development Grant

- The original 2021 cycle of grant funds were allocated to LHJs using the [United States Census Community Resilience Estimates](#) (details about what is included is available) or the Social Vulnerability Index. CDPH/STDCB used the Community Resilience Estimates since that is what CDC used to distribute the funds to states. There is an expectation that the most vulnerable communities will be supported, rather than focusing on morbidity.
- This information was presented, and approval was provided by the California Conference of Local Health Officers and County Health Executives Association of California.
- Local deliverables with these funds will include activities related to expanded access to HIV/STI/HCV/mpox screening, testing, prevention services and materials for at risk populations. Activities should include increasing awareness and access to HIV/STI/HCV/mpox services, monitoring and responding to disease trends, delivering clinical expertise, providing timely treatment and prevention, notifying and providing partner services, linking patient and partners to prevention and care services including in atypical settings such as emergency departments and correctional facilities, and responding to outbreaks.
- Hiring priority should be given to front-line public health workforce DIS, DIS supervisors, PH nursing or other clinical, epidemiological staff and other roles that support the success of front-line DIS prevention, disease response and outbreak efforts.
- According to the 2018 Infrastructure Survey of local STD programs, the average salary of DIS, including DIS Supervisors, ranges between \$38,048 to \$131,418.

Authority for this new funding can be found at:

Bill Text: CA AB 116 | 2025-2026 | Regular Session | Chaptered:

<https://legiscan.com/CA/text/AB116/id/3260237>

SEC. 118.

AIDS Drug Assistance Program Rebate Fund:

https://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?sectionNum=120956.&lawCode=HSC

Chapter 228, Statutes of 2004 (SB 1103)

Health and Safety Code section 120956

**DIS Workforce Development Grant
Funding Allocation List
FY 2025 - 2030**

County/City	Year 1 Award (50%)	Year 2 Annual Award	Year 3 Annual Award	Year 4 Annual Award	Year 5 Annual Award	Total Five-Year Allocation
Alameda County* (excluding Berkeley)	\$151,477	\$302,953	\$302,953	\$302,953	\$302,953	\$1,363,289
Alpine County**	\$50,072	\$100,143	\$100,143	\$100,143	\$100,143	\$450,644
Amador County	\$52,575	\$105,149	\$105,149	\$105,149	\$105,149	\$473,171
City of Berkeley	\$58,217	\$116,434	\$116,434	\$116,434	\$116,434	\$523,953
Butte County	\$65,365	\$130,729	\$130,729	\$130,729	\$130,729	\$588,281
Calaveras County	\$53,139	\$106,278	\$106,278	\$106,278	\$106,278	\$478,251
Colusa County	\$51,238	\$102,475	\$102,475	\$102,475	\$102,475	\$461,138
Contra Costa County	\$121,677	\$243,353	\$243,353	\$243,353	\$243,353	\$1,095,089
Del Norte County	\$51,488	\$102,976	\$102,976	\$102,976	\$102,976	\$463,392
El Dorado County	\$60,168	\$120,336	\$120,336	\$120,336	\$120,336	\$541,512
Fresno County	\$126,319	\$252,638	\$252,638	\$252,638	\$252,638	\$1,136,871
Glenn County	\$51,739	\$103,477	\$103,477	\$103,477	\$103,477	\$465,647
Humboldt County	\$58,484	\$116,968	\$116,968	\$116,968	\$116,968	\$526,356
Imperial County	\$65,258	\$130,516	\$130,516	\$130,516	\$130,516	\$587,322
Inyo County	\$51,240	\$102,480	\$102,480	\$102,480	\$102,480	\$461,160
Kern County	\$112,648	\$225,296	\$225,296	\$225,296	\$225,296	\$1,013,832
Kings County	\$60,040	\$120,080	\$120,080	\$120,080	\$120,080	\$540,360
Lake County	\$54,245	\$108,490	\$108,490	\$108,490	\$108,490	\$488,205
Lassen County	\$51,415	\$102,830	\$102,830	\$102,830	\$102,830	\$462,735
City of Long Beach	\$84,584	\$169,168	\$169,168	\$169,168	\$169,168	\$761,256
Madera County	\$60,726	\$121,451	\$121,451	\$121,451	\$121,451	\$546,530
Marin County	\$64,953	\$129,905	\$129,905	\$129,905	\$129,905	\$584,573
Mariposa County	\$51,192	\$102,384	\$102,384	\$102,384	\$102,384	\$460,728
Mendocino County	\$56,568	\$113,136	\$113,136	\$113,136	\$113,136	\$509,112
Merced County	\$68,407	\$136,814	\$136,814	\$136,814	\$136,814	\$615,663
Modoc County	\$50,561	\$101,122	\$101,122	\$101,122	\$101,122	\$455,049
Mono County	\$50,721	\$101,442	\$101,442	\$101,442	\$101,442	\$456,489
Monterey County	\$80,704	\$161,408	\$161,408	\$161,408	\$161,408	\$726,336
Napa County	\$60,274	\$120,548	\$120,548	\$120,548	\$120,548	\$542,466
Nevada County	\$56,335	\$112,670	\$112,670	\$112,670	\$112,670	\$507,015
Orange County	\$281,829	\$563,657	\$563,657	\$563,657	\$563,657	\$2,536,457
City of Pasadena	\$62,215	\$124,429	\$124,429	\$124,429	\$124,429	\$559,931
Placer County	\$72,639	\$145,278	\$145,278	\$145,278	\$145,278	\$653,751
Plumas County	\$51,441	\$102,882	\$102,882	\$102,882	\$102,882	\$462,969
Riverside County	\$210,045	\$420,089	\$420,089	\$420,089	\$420,089	\$1,890,401
Sacramento County	\$157,158	\$314,315	\$314,315	\$314,315	\$314,315	\$1,414,418
San Benito County	\$53,869	\$107,738	\$107,738	\$107,738	\$107,738	\$484,821
San Bernardino County	\$189,238	\$378,476	\$378,476	\$378,476	\$378,476	\$1,703,142
San Diego County	\$261,726	\$523,452	\$523,452	\$523,452	\$523,452	\$2,355,534
San Joaquin County	\$105,371	\$210,741	\$210,741	\$210,741	\$210,741	\$948,335
San Luis Obispo County	\$68,134	\$136,267	\$136,267	\$136,267	\$136,267	\$613,202
San Mateo County	\$98,628	\$197,256	\$197,256	\$197,256	\$197,256	\$887,652
Santa Barbara County	\$81,529	\$163,058	\$163,058	\$163,058	\$163,058	\$733,761
Santa Clara County	\$168,935	\$337,870	\$337,870	\$337,870	\$337,870	\$1,520,415
Santa Cruz County	\$67,652	\$135,303	\$135,303	\$135,303	\$135,303	\$608,864
Shasta County	\$60,413	\$120,826	\$120,826	\$120,826	\$120,826	\$543,717

**DIS Workforce Development Grant
Funding Allocation List
FY 2025 - 2030**

County/City	Year 1 Award (50%)	Year 2 Annual Award	Year 3 Annual Award	Year 4 Annual Award	Year 5 Annual Award	Total Five-Year Allocation
Sierra County	\$50,246	\$100,492	\$100,492	\$100,492	\$100,492	\$452,214
Siskiyou County	\$53,145	\$106,289	\$106,289	\$106,289	\$106,289	\$478,301
Solano County	\$77,710	\$155,420	\$155,420	\$155,420	\$155,420	\$699,390
Sonoma County	\$83,360	\$166,720	\$166,720	\$166,720	\$166,720	\$750,240
Stanislaus County	\$89,018	\$178,035	\$178,035	\$178,035	\$178,035	\$801,158
Sutter County	\$56,378	\$112,756	\$112,756	\$112,756	\$112,756	\$507,402
Tehama County	\$53,900	\$107,799	\$107,799	\$107,799	\$107,799	\$485,096
Trinity County	\$50,991	\$101,982	\$101,982	\$101,982	\$101,982	\$458,919
Tulare County	\$84,401	\$168,801	\$168,801	\$168,801	\$168,801	\$759,605
Tuolumne County	\$53,419	\$106,838	\$106,838	\$106,838	\$106,838	\$480,771
Ventura County	\$108,138	\$216,276	\$216,276	\$216,276	\$216,276	\$973,242
Yolo County	\$64,028	\$128,056	\$128,056	\$128,056	\$128,056	\$576,252
Yuba County	\$54,803	\$109,606	\$109,606	\$109,606	\$109,606	\$493,227
Los Angeles	\$3,299,258	\$6,598,516	\$6,598,516	\$6,598,516	\$6,598,516	\$29,693,322
San Francisco	\$1,123,180	\$2,246,359	\$2,246,359	\$2,246,359	\$2,246,359	\$10,108,616
Total	\$9,324,626.00	\$18,649,231	\$18,649,231	\$18,649,231	\$18,649,231	\$83,921,550

**City estimates were calculated using census tracts. Alameda Health Department estimates do not include Berkeley census tracts in the formula.*

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. Upon completion of Grant Activities 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 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 Adriana.Cervantes@cdph.ca.gov with a cc to STDLHJInvoices@cdph.ca.gov.

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

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

Exhibit B
Budget Detail and Payment Provisions

6. Proper Use of Funds

- A. The funds for this Grant Agreement may be used for the following items, with supportive justification, tracking, and reporting of outcomes:
- 1) Local health jurisdiction workforce members to support DIS workforce development activities.
 - 2) Out-of-state travel to conferences and meetings. Travel costs may include travel and per diem for funded staff (including staff listed in the budget as in-kind) to attend conferences, or other national forums as relevant. Prior written approval for out-of-state travel must be obtained from CDPH 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. This includes training course fees, travel, and per diem to support enhancement of knowledge, skills, and abilities of disease intervention specialist workforce development activities.
 - 4) Costs associated with HIV/ STIs/HCV and mpox testing and treatment services and supplies.
 - 5) Provider education materials.
 - 6) Client education materials.
 - 7) The lease or other operational and maintenance support of vehicles or mobile testing units.
 - a. The Grantee shall only use said vehicles for the performance of activities 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 Grantee shall ensure that anyone operating said vehicles possesses a State of California Class B Commercial Driver's License and holds a Passenger Transport endorsement, if required by law.
 - c. If any motor vehicle costs are 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 or more if required by law for the vehicle type. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle reimbursed with Agreement funds by CDPH under the terms of this Agreement to the Grantee.
 - ii. The Grantee shall furnish a copy of the certificate of insurance to the Grant Manager within thirty (30) days of leasing the motor vehicle.

Exhibit B
Budget Detail and Payment Provisions

- 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 and any extension period.
 - iv. The Grantee agrees to provide to the Grant Manager 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 maintain 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.
- B. The funds for this Grant Agreement may be used for the following items, with supportive justification, tracking, and reporting of outcomes:
- a. Incentives such as low value gift cards (e.g., Walmart, Safeway, transportation vouchers), and/or other HIV/ STIs/HCV/ and mpox-related incentives (e.g., sleeping bags, tarps, clothing items, and hygiene kits). Client incentives, such as low value gift cards, may be approved as Behavioral Modification Materials (BMM). BMMs are provided to program participants to motivate and/or reinforce positive behavior and/or involvement in HIV/ STIs/HCV/ and mpox control and prevention activities.
 - b. All proposals for incentives must be submitted to CDPH STDCB for review prior to purchase and project implementation.
 - c. The value of the gift card 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).
 - d. 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.
 - e. Incentives cannot be used for the purchase of alcohol, tobacco, firearms, lottery tickets or drug or cannabis products.
 - f. There is no prepayment for incentives. The Grantee will only be reimbursed for the total cost of incentives distributed during each quarter.
 - g. The Grantee is responsible for the possession, security (e.g., will keep the BMMs or in a secure location), and accountability of the BMMs. The Grantee will complete a Distribution and Tracking log that will track and identify the date purchased, product name, product type, quantity, product number, denomination, total cost, recipient information, reason for distribution and date distributed for each of the BMMs. A copy of the Distribution and Tracking Log must be submitted with the quarterly invoice. The Distribution and Tracking Log must be kept for a minimum of five (5) years after the termination or expiration of the Grant. CDPH reserves the right to conduct audit of such log sheet on a once per year basis and agrees to provide prior notification to the Grantee within a reasonable time frame for the scheduling of said audit.

Exhibit B
Budget Detail and Payment Provisions

- 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 including but not limited to pens, mugs, t-shirts, posters, key chains, bumper stickers, etc. This provision is in accordance with the California State Constitution, Article 16, section 6, which prohibits any gifting of public funds.
 - 2) Individual prizes or high value incentives (e.g., iPads, iPhones) for health promotion competitions.
 - 3) Cash incentives paid to an individual.
 - 4) Scholarships paid to an individual or a school on behalf of an individual.
 - 5) Food (e.g., sponsored lunch or dinner at provider education sessions, brown bag lunches, buffets at screening events).
 - 6) Construction, renovation, improvement, or repair of property.

EXHIBIT C

STANDARD GRANT CONDITIONS

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

- 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.
- 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.

Exhibit D
Additional Provisions

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

2. Avoidance of Conflicts of Interest by Grantee

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

Exhibit D
Additional Provisions

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.
- 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

Exhibit D
Additional Provisions

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 Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. The State shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of the State.

5. Insurance Requirements

A. General Provisions Applying to All Policies

1. Coverage Term – Coverage needs to be in force for the complete term of the Agreement. If insurance expires during the term of the Agreement, a new certificate and required endorsements must be received by the State at least ten (10) business days prior to the expiration of this insurance. Any new insurance must comply with the original Agreement terms.

2. Policy Cancellation or Termination and Notice of Non-Renewal – Contractor shall provide to the CDPH within five (5) business days following receipt by Contractor a copy of any cancellation or non-renewal of insurance required by this Contract. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the CDPH may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.

Exhibit D
Additional Provisions

3. Premiums, Assessments and Deductibles – Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.
4. Primary Clause – Any required insurance contained in this Agreement shall be primary and not excess or contributory to any other insurance carried by the CDPH.
5. Insurance Carrier Required Rating – All insurance companies must carry an AM Best rating of at least “A–” with a financial category rating of no lower than VI. If Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
6. Endorsements – Any required endorsements requested by the CDPH must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
7. Inadequate Insurance – Inadequate or lack of insurance does not negate Contractor’s obligations under the Agreement.
8. Use of Subcontractors - In the case of Contractor’s utilization of Subcontractors to complete the contracted scope of work, Contractor shall include all Subcontractors as insured under Contractor’s insurance or supply evidence of the Subcontractor’s insurance to the CDPH equal to policies, coverages, and limits required of Contractor.

B. Insurance Coverage Requirements

Contractor shall display evidence of certificate of insurance evidencing the following coverage:

1. Commercial General Liability – Contractor shall maintain general liability with limits not less than \$1,000,000 per occurrence for bodily injury and property damage combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent Contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to Contractor’s limit of liability. The policy shall be endorsed to include, “The State of California, its officers, agents and employees, are included as additional insured, but only with respect to work performed for the state of California under this agreement.” This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
2. Automobile Liability (when required) – Contractor shall maintain motor vehicle liability insurance with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. Should the scope of the

Exhibit D
Additional Provisions

Agreement involve transportation of hazardous materials, evidence of an MCS-90 endorsement is required. The policy shall be endorsed to include, "The State of California, its officers, agents and employees, are included as additional insured, but only with respect to work performed for the state of California under this agreement." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

3. Worker's Compensation and Employer's Liability (when required) – Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer's liability limits of \$1,000,000 are required. When work is performed on State owned or controlled property the policy shall contain a waiver of subrogation endorsement in favor of the State. This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

4. Professional Liability (when required) – Contractor shall maintain professional liability covering any damages caused by a negligent error act or omission with limits not less than \$1,000,000 per occurrence and \$1,000,000 policy aggregate. The policy's retroactive date must be displayed on the certificate of insurance and must be before the date this Agreement was executed or before the beginning of Agreement work.

5. Environmental/Pollution Liability (when required) – Contractor shall maintain pollution liability for limits not less than \$1,000,000 per claim covering Contractor's liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site as well as transportation and proper disposal of hazardous materials. The policy shall be endorsed to include, "The State of California, its officers, agents and employees, are included as additional insured, but only with respect to work performed for the state of California under this agreement." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

6. Aircraft Liability (when required) - Contractor shall maintain aircraft liability with a limit not less than \$3,000,000. The policy shall be endorsed to include, "The State of California, its officers, agents and employees, are included as additional insured, but only with respect to work performed for the state of California under this agreement." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

Exhibit E

STD Local Assistance Funds – Standards and Procedures

1. Overview

The California Department of Public Health (CDPH) sets forth the following standards and procedures. These standards and procedures specify the conditions for receipt of CDPH local assistance funds under this Grant agreement.

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.
- B. Use these funds in accordance with any additional guidance set forth by the CDPH regarding the granting, use and reimbursement of the local assistance funds. Additional consideration should be given to other guidance from the Centers for Disease Control and Prevention (CDC) intended to highlight successful HIV, STIs, HCV, and mpox prevention and control strategies or outline California specific initiatives, policies and procedures. Please find relevant programmatic guidance documents on the CDPH STD Control Branch (STDCB) website:
<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/STD.aspx>
- C. Abide by the most recent standards of care for HIV, STIs, HCV, and mpox 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/>
- D. Share health advisories, health education materials, outreach, testing and linkage to care and care coordination protocols, and other products created to enhance HIV, STIs, HCV, and mpox awareness, prevention, testing, linkage to care, and care coordination funded with these dollars

Exhibit E

STD Local Assistance Funds – Standards and Procedures

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 interventions and activities aimed at the priority populations, clinical providers, and community partners. Source documents should be submitted to CDPH upon completion and with the annual progress report, and upon request from CDPH, as relevant.

- E. Submit information and reports as requested by CDPH.
- F. Ensure the use of a competitive bid process in the selection of all subgrantees. If the subgrantee is one where the LHJ has a current agreement with, indicate the date the agreement was effective.

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 HIV, STIs, HCV, and mpox provider reports and laboratory results for their jurisdiction directly into the California Reportable Disease Information Exchange (CalREDIE) system, the CDPH web-based reporting software for notifiable diseases. Interview and investigation data must be entered into either CalREDIE or the California Confidential Network for Contact Tracing (CalCONNECT). Data must be entered into the appropriate tabs and forms in either CalREDIE or CalCONNECT. 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.

Exhibit E

STD Local Assistance Funds – Standards and Procedures

- <https://www.cdph.ca.gov/Programs/CID/DCDC/CDPH%20Document%20Library/SyphilisReactorSRASChartAlgorithm.pdf>
2. Syphilis cases and Congenital Syphilis (CS) case investigations are to be reported according to updated CDPH protocols on the appropriate case report forms (Syphilis Interview Record or California Congenital Syphilis-CS Case Investigation and Report) found in CalREDIE or CalCONNECT; 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 or CalCONNECT within 45 days of initial report to local health department.
 3. Grantees will participate in syphilis and CS-specific CalREDIE or CalCONNECT trainings and conduct quality control procedures, including review of cases to ensure appropriate surveillance case definition and reconciliation of case counts.

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 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 or CalCONNECT data elements.

Exhibit E

STD Local Assistance Funds – Standards and Procedures

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

To the extent such recommendations are not in conflict with the terms of this Grant agreement, Grantees shall comply with recommendations set forth in CDC's "Data Security and Confidentiality Guidelines for HIV, Viral Hepatitis, Sexually Transmitted Disease, and Tuberculosis Programs." <http://www.cdc.gov/nchhstp/programintegration/docs/PCSIDataSecurityGuidelines.pdf>. Grantees shall have staff complete CDPH required confidentiality and data security training and maintain on file associated confidentiality agreements for each staff person with access to STD data.

D. Outbreak Reporting

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

F. Performance Progress Reporting

The Annual Performance Progress Report is due no later than 30 days after the end of the budget period. All publications and manuscripts published as a result of the work supported in part or whole by this Grant must be submitted with the performance progress reports. Additionally, health advisories, health education materials, and other products should be submitted. Annual Performance Progress Reports should be submitted to STDLHJContracts@cdph.ca.gov.

4. Rights of California Department of Public Health

- A.** CDPH 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

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 7920.530, or is exempt from Disclosure under any of the provisions of Section 7920.000, 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 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 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; or
 5. 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.
 6. The term “Security Incident” shall not include pings and other broadcast attacks on Contractor’s firewall, port scans, unsuccessful log-on attempts, denials of service and any combination of the above, so long as no such incident results in any defeat or circumvention of Contractor’s IT security infrastructure or in any unauthorized access to, or Use, or Disclosure of, CDPH PCI.

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Information Privacy and Security Requirements

- G. Use: "Use" means the sharing, employment, application, utilization, examination, or analysis of information.
 - H. Workforce Member(s): "Workforce Member(s)" means an employee, contractor, agent, volunteer, trainee, or other person whose conduct, in the performance of work for Contractor, is under the direct control of Contractor, whether or not they are paid by Contractor. Pursuant to state policy, Workforce Member(s) must only be located in the continental United States.
- IV. Use and Disclosure Restrictions: The Contractor and its Workforce Member(s) shall protect from unauthorized Use or Disclosure any CDPH PCI. The Contractor shall not Use or 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. [Reserved]
- 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 Workforce Member(s) 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 Workforce Member(s) who receive training to certify, either in hard copy or electronic form, the date on which the training was completed.
 - B. The Contractor shall retain Workforce Member(s) certifications for CDPH inspection for a period of three (3) years following contract termination or completion.
 - C. Contractor shall provide CDPH with its Workforce Member(s)' certifications within five (5) business days of a request by CDPH for the Workforce Member(s)' certifications.

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X. Workforce Member(s) Discipline: Contractor shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other Contractor Workforce Member(s) under Contractor's direct control who intentionally or negligently violate any provisions of this Exhibit.

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, and **within twenty-four (24) hours by email** of the discovery of any Security Incident, 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 a Workforce Member(s) or agent of the Contractor.

Contractor shall take:

1. Prompt action to immediately investigate such Breach or Security Incident
2. prompt corrective action to mitigate any risks or damages involved with the Breach or Security Incident and to protect the operating environment; and
3. any action pertaining to a Breach required by applicable state and federal 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;

Exhibit F
Information Privacy and Security Requirements

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
 5. whether Civil Code section 1798.29 or any other state or federal laws requiring individual notifications of Breaches have been triggered.
- C.** Written Report(s): The Contractor shall provide written report(s) 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, and as further requested. The report(s) 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 CDPH PCI 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, unless prohibited from doing so by applicable state or federal law. The only instance in which this would not be required is if the person requesting the information or accounting of disclosures is the individual themselves, seeking information directly from the Contractor as to all records directly held by the Contractor.
- XIV. Audits, Inspection and Enforcement: CDPH may inspect the facilities, systems, books, and records of Contractor as it may relate to CDPH, 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.
- 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

Exhibit F
Information Privacy and Security Requirements

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 state and federal laws regarding information security and privacy rapidly evolve, 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 Member(s) 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 Member(s) 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 state and federal 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.

Exhibit F
Information Privacy and Security Requirements

Attachment 1
Contractor Data Security Standards

I. Personnel Controls

- A. Workforce Member(s) Training and Confidentiality.** Before being allowed access to CDPH PCI, all Contractor's Workforce Member(s) 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 Use statement indicating they will not improperly Use or Disclose the CDPH PCI to which they have access. Training must be on an annual basis. Acknowledgments of completed training and confidentiality statements, which have been signed and dated by Workforce Member(s) must be retained by the 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 Member(s) Discipline.** Appropriate sanctions, including termination of employment where appropriate, must be applied against Workforce Member(s) who fail to comply with privacy policies and procedures, acceptable Use agreements, or any other provisions of these requirements.
- C. Workforce Member(s) Assessment.** Before being permitted access to CDPH PCI, Contractor must assure there is no indication its Workforce Member(s) 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 and mobile computing devices must be encrypted, in accordance with CDPH Cryptographic Standards or using the latest FIPS 140 validated cryptographic modules.
 - All electronic files that contain CDPH PCI must be encrypted when stored on any removable media type device (such as USB thumb drives, CD/DVD, tape backup, etc.), in accordance with CDPH Cryptographic Standards or using the latest FIPS 140 validated cryptographic modules.
 - CDPH PCI must be encrypted during data in-transit and at-rest on all public telecommunications and network systems, and at all points not in the direct ownership and control of the Department, in accordance with CDPH Cryptographic Standards or using the latest FIPS 140 validated cryptographic modules.
- B. Server Security.** Servers containing unencrypted CDPH 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.

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- 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) “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 Member(s) must have a unique local and/or network user identification (ID) to access CDPH PCI. To access systems/applications that store, process, or transmit CDPH PCI, it must comply with SIMM 5360-C Multi-factor Authentication (MFA) Standard and NIST SP800-63B Digital Identity Guidelines. The SIMM 5350-C provides steps for determining the Authenticator Assurance Level (AAL), and a set of permitted authenticator types for each AAL (0-3). Note: MFA requirement does not apply to AAL 0.

All Contractor Workforce Member(s) are required to leverage FIDO authentication. The FIDO authentication is AAL 3 compliance. FIDO certified devices such as YubiKeys and Windows Hello for Business (WHfB) are the mechanism for user authentication in the Department.

Should a Workforce Member(s) 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.

	AAL 1	AAL 2	AAL 3
Permitted Authenticator Types	<ul style="list-style-type: none"> - Memorized Secret - Look-Up Secret - Out-of-Band Devices - Single-Factor One-Time Password (OTP) Device - Multi-Factor OTP Device - Single-Factor Cryptographic Software - Single-Factor Cryptographic Device - Multi-Factor Cryptographic Software - Multi-Factor Cryptographic Device 	<ul style="list-style-type: none"> - Multi-Factor OTP Device - Multi-Factor Cryptographic Software - Multi-Factor Cryptographic Device - Memorized Secret <p>plus:</p> <ul style="list-style-type: none"> - Look-Up Secret - Out-of-Band Device - Single-Factor OTP Device - Single-Factor Cryptographic Software - Single-Factor Cryptographic Device 	<ul style="list-style-type: none"> - Multi-Factor Cryptographic Device - Single-Factor Cryptographic Device used in conjunction with Memorized Secret - Multi-Factor OTP device (software or hardware) used in conjunction with a Single-Factor Cryptographic Device - Multi-Factor OTP device (hardware only) used in conjunction with a Single-Factor Cryptographic Software - Single-Factor OTP device (hardware only) used in conjunction with a Multi-Factor Cryptographic Software Authenticator - Single-Factor OTP device (hardware only) used in conjunction with a Single-Factor Cryptographic Software Authenticator and a Memorized Secret.

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- 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. Reauthentication.** Contractor’s computing devices holding, or processing CDPH PCI must comply the Reauthentication requirement, in which a session must be terminated (e.g., logged out) when the specified time is reached. Note: Reauthentication requirement does not apply to Authenticator Assurance Level (AAL) 0.

	AAL 1	AAL 2	AAL 3
Reauthentication	30 Days – Fix Period of Time, regardless user activity	12 hours – Fix Period of Time, regardless user activity; 30 minutes inactivity May use one of the authenticators to reauthenticate	12 hours – Fix Period of Time regardless user activity; 15 minutes inactivity Must use both authenticators to reauthenticate

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

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

- I. Warning Banners.** During a user log-on process, all systems providing access to CDPH 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 six (6) years after event occurrence. There must protect audit information and audit logging tools from unauthorized access, modification, and deletion. There must also be a documented and routine procedure in place to review system logs for unauthorized access.
- K. Live Data Usage.** Using live data (production data) for testing and training purposes is not allowed. Synthetic data must be Used. If synthetic data cannot be generated and/or Used, a de-identification process against the live data must be done to reduce privacy risks to individuals. The de-identification process removes identifying information from a dataset so that individual data cannot be linked with specific individuals. Refer to CHHS Data De-Identification Guidelines.
- L. Privileged Access Management (PAM).** Contractor who responsible for setting up and maintaining privileged accounts related to CDPH electronic information resources shall comply with the CDPH PAM Security Standard. Information resources include user workstations as well as servers, databases, applications, and systems managed on-premises and on the cloud.

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M. *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

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(s), 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 Member(s) 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.

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