

**CALIFORNIA SEXUALLY TRANSMITTED DISEASES PROGRAM**

**STD Program Management**

**Awarded By**

**THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter “Department”**

**TO**

**County of Lake, hereinafter “Grantee”**

**Implementing the project “Increased HCV Testing, Diagnosis and Linkage to Care”  
hereinafter “Project”**

**GRANT AGREEMENT NUMBER 20-10391**

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

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

**PURPOSE:** The Department shall provide a grant to and for the benefit of the Grantee. The purpose of the grant is to increase testing, diagnosis and linkage to care for hepatitis C virus (HCV) infections among people who inject drugs. The funds will support the efforts of conducting HCV tests among persons most at risk and ensure that those who are infected are linked to care as described and specified in the Scope of Work.

**GRANT AMOUNT:** The maximum amount payable under this Grant shall not exceed Two Hundred Twenty-Four Thousand Dollars (\$224,000).

**TERM OF GRANT AGREEMENT:** The term of the Grant shall begin on date of execution and terminates on April 30, 2021. No funds may be requested or invoiced for services performed or costs incurred after April 30, 2021.

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

<b>California Department of Public Health STD Control Branch</b>	<b>Grantee: County of Lake Health Services Department</b>
Name: Karlo Estacio Chief, Business Operations Support Section	Name: Carolyn Holladay Director of Nursing
Address: P.O. Box 997377, MS 7320	Address: 922 Bevins Court
City, Zip: Sacramento, CA 95899-7377	City, Zip: Lakeport, CA 95453
Phone: (916) 552-9820	Phone: (707) 263-1090
Fax: (916) 440-5106	Fax: (707) 263-4280
Email: <a href="mailto:Karlo.Estacio@cdph.ca.gov">Karlo.Estacio@cdph.ca.gov</a>	Email: <a href="mailto:carolyn.holladay@lakecountyca.gov">carolyn.holladay@lakecountyca.gov</a>

Direct all inquiries to:

<b>California Department of Public Health STD Control Branch</b>	<b>Grantee: County of Lake Health Services Department</b>
Attention: Christine Johnson Grant Manager	Name: Lynn Brookes Community Health Nurse III
Address: P.O. Box 997377, MS 7320	Address: 922 Bevins Court
City, Zip: Sacramento, CA 95899-7377	City, Zip: Lakeport, CA 95453
Phone: (916) 552-9796	Phone: (707) 263-1090
Fax: (916) 636-6454	Fax: (707) 263-4280
Email: <a href="mailto:Christine.Johnson@cdph.ca.gov">Christine.Johnson@cdph.ca.gov</a>	Email: <a href="mailto:lynn.brookes@lakecountyca.gov">lynn.brookes@lakecountyca.gov</a>

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

<b>Grantee:</b> County of Lake, Health Services Department
<b>Attention:</b> Cindy Silva-Brackett
<b>Address:</b> 922 Bevins Court
<b>City, Zip:</b> Lakeport, CA 95453
<b>Phone:</b> (707) 263-1090
<b>Fax:</b> (707) 263-1662
<b>Email:</b> <a href="mailto:cindy.silva-brackett@lakecountyca.gov">cindy.silva-brackett@lakecountyca.gov</a>

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 the agreement. 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 which can be requested through the CDPH Project Representatives for processing.

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

- Exhibit A SCOPE OF WORK
- Exhibit B BUDGET DETAIL AND PAYMENT PROVISIONS
- Exhibit C STANDARD GRANT CONDITIONS
- Exhibit D ADDITIONAL PROVISIONS
- Exhibit E HEPATITIS C VIRUS (HCV) LOCAL ASSISTANCE FUNDS – STANDARDS AND GENERAL TERMS AND CONDITIONS
- Exhibit F FEDERAL TERMS AND CONDITIONS
- Exhibit G 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 contractors and subcontractors to comply with all applicable laws, policies, and regulations.

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

Executed By:

Date: \_\_\_\_\_

\_\_\_\_\_  
Denise Pomeroy  
Director  
Lake County Health Services Department  
922 Bevins Court  
Lakeport, CA 95453

Date: \_\_\_\_\_

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

## **Exhibit A** Scope of Work

### **1. Service Overview**

The purpose of this project is to increase testing diagnosis and linkage to care for hepatitis C virus (HCV) infections among people who inject drugs (PWID). Specifically, this project focuses on high burden areas in California identified by the U.S. Centers for Disease Control and Prevention (CDC) as highly vulnerable to the rapid increase of HIV/HCV infections related to non-sterile injection drug use. This project aims to intensify HCV testing efforts among PWID and ensure that people diagnosed with HCV infection are linked to appropriate medical care.

The California Department of Public Health (CDPH), in partnership with the local health jurisdiction (Grantee) and its subcontractors, will implement the HCV People Who Inject Drugs (PWID)-Oriented Resources, Testing, and Linkage (HCV PORTAL) project using a harm reduction-based, data-driven approach. The purpose of HCV PORTAL will be to increase HCV testing, diagnosis, and linkage to care among PWID, preventing disease consequences and new infections. HCV PORTAL will focus on opt-out HCV testing for PWID in syringe service program (SSP) settings in the Grantee's jurisdiction. HCV PORTAL will support: 1) opt-out HCV antibody screening with same-day HCV ribonucleic acid (RNA) diagnostic testing; 2) linkage to care for persons with diagnosed infection to care and/or treatment; and 3) tracking of testing, diagnosis, and linkage outcomes.

The Grantee will subcontract services to community-based organization (CBO) SSPs authorized and in operation within the Grantee's jurisdiction at the time the CDC grant funding for this project was originally submitted in April 2019, and which have the capacity to carry out the grant activities.

### **2. Service Location**

The services shall be performed at applicable facilities in the County of Lake. Clients may be linked to care at health care facilities in neighboring counties in California where appropriate.

### **3. Service Hours**

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

### **4. Services to be Performed: HCV PORTAL**

#### **Part I: Increase opt-out HCV testing and diagnosis for PWID in SSP settings**

Grantee is required to participate in activities A and B. All program activities should support the outcome measures of increased HCV monitoring, screening, testing, linkage to care, and treatment. Please complete the final section to indicate which activities (by letter) will be carried out by the LHJ and which will be subcontracted to the SSP.

**Exhibit A**  
Scope of Work

Activities	Performance Indicators/Deliverables	Timeline
A. Provide anti-HCV screening and client-centered results disclosure for clients at high risk for hepatitis C.	<ul style="list-style-type: none"> <li>Total annual number of SSP clients served</li> <li>Number of clients tested for anti-HCV; number who test positive; number who test negative.</li> <li>Client demographics (age, gender, race/ethnicity, risk factors, if known) among clients tested for anti-HCV</li> </ul>	Upon grant execution – 04/30/2021
B. For clients with a positive anti-HCV test result, request and, where obtained, verify complete client contact information, permission to contact clients with reminders for test results and follow up visits.	<ul style="list-style-type: none"> <li>Narrative description during technical assistance conference calls and site visits of protocols for documenting client contact information.</li> </ul>	Upon grant execution – 04/30/2021
<p><input checked="" type="checkbox"/> C. Place a checkmark in the box if Grantee plans to subcontract any activities from Part I.</p> <p><b>SOW Narrative:</b> Place a checkmark in the box for the appropriate activity to specify which of the activities and deliverables listed above under Part I will be conducted by the LHJ and which will be conducted via subcontracts with one or more CBOs. Check all boxes that apply.</p> <p>Provide the name of the subcontractor(s) if known; otherwise indicate “TBD” for the name of the subcontractor(s).</p>		
<p>A. Provide anti-HCV screening and client-centered results disclosure for clients at high risk for hepatitis C.</p> <p><input type="checkbox"/> LHJ will conduct this activity</p> <p><input checked="" type="checkbox"/> CBO will conduct this activity</p>	<p>Brief description of activity:</p> <p>SSP will conduct HCV antibody testing and results disclosure for program clients and other persons at high risk for HCV</p> <p>Name of subcontractor(s) (if applicable):</p> <p>Any Positive Change</p>	Upon grant execution – 04/30/2021
<p>B. For clients with a positive anti-HCV test result, request and, where obtained, verify complete client contact information, permission to contact clients with reminders for test results and follow up visits.</p> <p><input type="checkbox"/> LHJ will conduct this activity</p>	<p>Brief description of activity:</p> <p>SSP will collect contact information and request permission to contact clients for case follow-up.</p> <p>Name of subcontractor(s) (if applicable):</p>	Upon grant execution – 04/30/2021

**Exhibit A**  
Scope of Work

Activities	Performance Indicators/Deliverables	Timeline
<input checked="" type="checkbox"/> CBO will conduct this activity	Any Positive Change	

**Part II: Linkage to care for persons with diagnosed infection to care and/or treatment.**

Grantee is required to participate in activities A-E. All program activities should support the outcome measures of increased HCV monitoring, screening, testing, linkage to care, and treatment. Please complete the final section to indicate which activities (by letter) will be carried out by the LHJ and which will be subcontracted to one or more CBOs.

Activities	Performance Indicators/Deliverables	Timeline
A. Identify/hire and train a patient navigator in best practices for HCV testing and linkages to care for PWID	<ul style="list-style-type: none"> <li>• Patient navigator identified and/or hired.</li> <li>• Patient navigator oriented in HCV navigation and linkage best practices.</li> </ul>	Upon grant execution – 04/30/2021
B. Identify/hire and train a licensed vocational nurse (LVN) or phlebotomist to perform blood draws for confirmatory HCV RNA testing for program clients (If LVN or phlebotomist is unavailable, patient navigator will accompany clients to hospital laboratory for RNA testing)	<ul style="list-style-type: none"> <li>• Number of clients with a positive anti-HCV test result who received HCV RNA testing.</li> <li>• Number of clients with a positive anti-HCV test result who test HCV RNA positive.</li> <li>• Number of clients tested who receive their HCV RNA results, if known.</li> <li>• Target: 144 SSP clients will receive HCV RNA diagnostic testing.</li> </ul>	Upon grant execution – 04/30/2021
C. Patient navigator will accompany SSP clients with a positive HCV RNA test result to their first medical appointment. (Wherever possible, HCV care and treatment will be provided on-site at the SSP.)	<ul style="list-style-type: none"> <li>• Number of clients with a positive HCV RNA test result who attend their first medical appointment.</li> <li>• Target 87 clients for linkage to HCV care within 90 days of the date of the HCV RNA positive result; 123 total clients for linkage to care during the project.</li> </ul>	Upon grant execution – 04/30/2021
D. Patient navigator will provide transportation, accompaniment, and/or other support to assist SSP clients in attending appointments.	<ul style="list-style-type: none"> <li>• Narrative description during technical assistance conference calls and site visits of protocols for transporting clients to medical appointments.</li> </ul>	Upon grant execution – 04/30/2021

**Exhibit A**  
Scope of Work

Activities	Performance Indicators/Deliverables	Timeline
E. Collaborate with health care providers after linking SSP client to care to monitor client outcomes and support retention in care.	<ul style="list-style-type: none"> <li>Narrative description during technical assistance conference calls and site visits of protocols for collaborating with providers to monitor client outcomes and support retention in care.</li> </ul>	Upon grant execution – 04/30/2021
<p><input checked="" type="checkbox"/> F. Place a checkmark in the box if Grantee plans to subcontract any activities from Part II.</p> <p><b>SOW Narrative:</b> Place a checkmark in the box for the appropriate activity to specify which of the activities and deliverables listed above under Part II will be conducted by the LHJ and which will be conducted via subcontracts with one or more CBOs. Check all boxes that apply.</p> <p>Provide the name of the subcontractor(s) if known; otherwise indicate “TBD” for the name of the subcontractor(s).</p>		
<p>A. Identify/hire and train a patient navigator in best practices for HCV testing and linkages to care for PWID</p> <p><input type="checkbox"/> LHJ will conduct this activity</p> <p><input checked="" type="checkbox"/> CBO will conduct this activity</p>	<p>Brief description of activity:  SSP will identify and hire patient navigator</p> <p>Name of subcontractor(s) (if applicable):</p> <p>Any Positive Change</p>	Upon grant execution – 04/30/2021
<p>B. Identify/hire and train a licensed vocational nurse (LVN) or phlebotomist to perform blood draws for confirmatory HCV RNA testing for program clients (If LVN or phlebotomist is unavailable, patient navigator will accompany clients to hospital laboratory for RNA testing)</p> <p><input type="checkbox"/> LHJ will conduct this activity</p> <p><input checked="" type="checkbox"/> CBO will conduct this activity</p>	<p>Brief description of activity:  SSP will identify and hire a LVN or phlebotomist to perform blood draws for HCV RNA confirmatory testing</p> <p>Name of subcontractor(s) (if applicable):</p> <p>Any Positive Change</p>	Upon grant execution – 04/30/2021
<p>C. Patient navigator will accompany SSP clients with a positive HCV RNA test result to their first medical appointment. (Wherever possible, HCV care and</p>	<p>Brief description of activity:  Patient navigator will accompany clients to medical appointments.</p>	Upon grant execution – 04/30/2021

**Exhibit A**  
Scope of Work

Activities	Performance Indicators/Deliverables	Timeline
<p>treatment will be provided on-site at the SSP.)</p> <p><input type="checkbox"/> LHJ will conduct this activity</p> <p><input checked="" type="checkbox"/> CBO will conduct this activity</p>	<p>Name of subcontractor(s) (if applicable):</p> <p>Any Positive Change</p>	
<p>D. Patient navigator will provide transportation, accompaniment, and/or other support to assist SSP clients in attending appointments.</p> <p><input type="checkbox"/> LHJ will conduct this activity</p> <p><input checked="" type="checkbox"/> CBO will conduct this activity</p>	<p>Brief description of activity:</p> <p>Patient navigator will provide supports to assist clients in attending appointments.</p> <p>Name of subcontractor(s) (if applicable):</p> <p>Any Positive Change</p>	<p>Upon grant execution – 04/30/2021</p>
<p>E. Collaborate with health care providers after linking SSP client to care to monitor client outcomes and support retention in care.</p> <p><input type="checkbox"/> LHJ will conduct this activity</p> <p><input checked="" type="checkbox"/> CBO will conduct this activity</p>	<p>Brief description of activity:</p> <p>SSP will collaborate with health care providers to link SSP clients to care.</p> <p>Name of subcontractor(s) (if applicable):</p> <p>Any Positive Change</p>	<p>Upon grant execution – 04/30/2021</p>

**Part III: Tracking of testing, diagnosis, and linkage outcomes.**

Grantee is required to participate in activities A-B. All program activities should support the outcome measures of increased HCV monitoring, screening, testing, linkage to care, and treatment. Please complete the final section to indicate which activities (by letter) will be carried out by the LHJ and which will be subcontracted to one or more CBOs.

Activities	Performance Indicators/Deliverables	Timeline
<p>A. Submit collected client-level data on HCV test results, first medical appointment attendance.</p>	<ul style="list-style-type: none"> <li>Client-level line listed data submitted monthly.</li> <li>Target: link 85% of those diagnosed with current hepatitis C infection to appropriate medical care.</li> </ul>	<p>Upon grant execution – 04/30/2021</p>
<p>B. Monitor SSP performance and provide technical assistance as needed.</p>	<ul style="list-style-type: none"> <li>Summary of proposed methods for monitoring CBO performance and</li> </ul>	<p>Upon grant execution – 04/30/2021</p>

**Exhibit A**  
Scope of Work

Activities	Performance Indicators/Deliverables	Timeline
	providing technical assistance as needed submitted to CDPH	
<p><input checked="" type="checkbox"/> C. Place a checkmark in the box if Grantee plans to subcontract any activities from Part III.</p> <p><b>SOW Narrative:</b> Place a checkmark in the box for the appropriate activity to specify which of the activities and deliverables listed above under Part III will be conducted by the LHJ and which will be conducted via subcontracts with one or more CBOs. Check all boxes that apply.</p> <p>Provide the name of the subcontractor(s) if known; otherwise indicate "TBD" for the name of the subcontractor(s).</p>		
<p>A. Submit collected client-level data on HCV test results, first medical appointment attendance.</p> <p><input checked="" type="checkbox"/> LHJ will conduct this activity</p> <p><input checked="" type="checkbox"/> CBO will conduct this activity</p>	<p>Brief description of activity:</p> <p>SSP will collect line-listed HCV testing and linkage to care data and submit monthly; LHJ will perform data monitoring and quality assurance submit data to CDPH via secure file transfer protocol.</p> <p>Name of subcontractor(s) (if applicable):</p> <p>Any Positive Change</p>	<p>Upon grant execution – 04/30/2021</p>
<p>B. Monitor SSP performance and provide technical assistance (TA) as needed.</p> <p><input checked="" type="checkbox"/> LHJ will conduct this activity</p> <p><input type="checkbox"/> CBO will conduct this activity</p>	<p>Brief description of activity:</p> <p>LHJ will perform contract management, monitor SSP performance, and provide TA.</p> <p>Name of subcontractor(s) (if applicable):</p>	<p>Upon grant execution – 04/30/2021</p>

**Part IV. Partnerships: Increase community-level capacity to deliver HCV testing, navigation, linkages to care, care coordination, and treatment for vulnerable and underserved people at high risk for HCV**

Grantee is required to participate in activities A-B. All program activities should support the outcome measures of increased HCV monitoring, screening, testing, linkage to care, and treatment. Please complete the final section to indicate which activities (by letter) will be carried out by the LHJ and which will be subcontracted to one or more CBOs.

**Exhibit A**  
Scope of Work

Activities	Performance Indicators/Deliverables	Timeline
<p>A. Develop and/or strengthen local (and, where relevant, regional) collective impact partnerships to assess barriers and develop and implement strategies for improving the accessibility of HCV monitoring, prevention, screening, testing, diagnosis, linkages to care, and treatment for vulnerable and underserved individuals living with and at risk for hepatitis C infection.</p>	<ul style="list-style-type: none"> <li>• Summary of partnership members, goals, and activities</li> <li>• Summary of barriers identified, and strategies developed and implemented through new and existing partnerships and outcome of those partnerships</li> </ul>	<p>Upon grant execution – 04/30/2021</p>
<p>B. Attend remote technical assistance meetings to discuss successes, challenges, and lessons learned.</p>	<ul style="list-style-type: none"> <li>• Meeting attendance of at least one LHJ representative</li> </ul>	<p>Upon grant execution – 04/30/2021</p>
<p><input checked="" type="checkbox"/> C. Place a checkmark in the box if Grantee plans to subcontract any activities from Part IV.</p> <p><b>SOW Narrative:</b> Place a checkmark in the box for the appropriate activity to specify which of the activities and deliverables listed above under Part IV will be conducted by the LHJ and which will be conducted via subcontracts with one or more CBOs. Check all boxes that apply.</p> <p>Provide the name of the subcontractor(s) if known; otherwise indicate “TBD” for the name of the subcontractor(s).</p>		
<p>A. Develop and/or strengthen local (and, where relevant, regional) collective impact partnerships to assess barriers and develop and implement strategies for improving the accessibility of HCV monitoring, prevention, screening, testing, diagnosis, linkages to care, and treatment for vulnerable and underserved individuals living with and at risk for hepatitis C infection</p> <p><input checked="" type="checkbox"/> LHJ will conduct this activity</p> <p><input checked="" type="checkbox"/> CBO will conduct this activity</p>	<p>Brief description of activity:</p> <p>LHJ will conduct outreach to local health care providers to increase local hepatitis C testing, care, and treatment capacity and promote other local partnerships (such as with Project ECHO) as needed.</p> <p>SSP will participate in local partnerships to reduce barriers to hepatitis C testing, care, and treatment for vulnerable populations.</p> <p>Name of subcontractor(s) (if applicable):</p> <p>Any Positive Change</p>	<p>Upon grant execution – 04/30/2021</p>

**Exhibit A**  
 Scope of Work

Activities	Performance Indicators/Deliverables	Timeline
<p>B. Attend remote technical assistance meetings to discuss successes, challenges, and lessons learned</p> <p><input checked="" type="checkbox"/> LHJ will conduct this activity</p> <p><input type="checkbox"/> CBO will conduct this activity</p>	<p>Brief description of activity:</p> <p>LHJ will attend monthly project management conference calls with CDPH</p> <p>Name of subcontractor(s) (if applicable):</p>	<p>Upon grant execution – 04/30/2021</p>

**Exhibit A**  
 Scope of Work

**5. Summary of Required Reports and Data**

<b>Frequency</b>	<b>Timeframe</b>	<b>Deadline</b>	<b>Activities</b>	<b>Report Recipient</b>
Monthly	Upon grant execution – 04/30/2021	8/15/2020 9/15/2020 10/15/2020 11/15/2020 12/15/2020 1/15/2021 2/15/2021 3/15/2021 4/15/2021 4/30/2021	Part I – IV (Monthly calls and line-listed data)	<a href="mailto:STDLHJContracts@cdph.ca.gov">STDLHJContracts@cdph.ca.gov</a> <a href="mailto:CDPH_OVHP@cdph.ca.gov">CDPH_OVHP@cdph.ca.gov</a>  For data with protected health information, use CDPH secure file transfer protocol site.
One-time	Upon grant execution – 04/30/2021	04/30/2021	Part I – IV (Annual narrative of successes, challenges, and lessons learned)	<a href="mailto:STDLHJContracts@cdph.ca.gov">STDLHJContracts@cdph.ca.gov</a>

**Exhibit B**  
Budget Detail and Payment Provisions

**1. Invoicing and Payment**

- A. Upon completion of project activities as provided in Exhibit A, Scope of Work, and upon receipt and approval of the invoices, the State agrees to reimburse the Grantee for activities performed and expenditures incurred in accordance with the costs specified herein.
- B. Invoices shall include the Grant Number and shall be submitted in duplicate not more frequently than quarterly in arrears to:

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

- C. Invoices shall:
- 1) Be prepared on Grantee letterhead. If invoices are not on produced letterhead invoices must be signed by an authorized official, employee, or agent certifying that the expenditures claimed represent activities performed and are in accordance with Exhibit A, Scope of Work, under this Grant.
  - 2) Bear the Grantee's name as shown on the Grant.
  - 3) Identify the billing and/or performance period covered by the invoice.
  - 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this Grant. Subject to the terms of this Grant, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by CDPH.
- D. Invoices must be submitted no more than forty-five (45) calendar days after the end of each quarter unless a later or alternate deadline is agreed to in writing by the program Grant Manager.

**2. Budget Contingency Clause**

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

**Exhibit B**  
Budget Detail and Payment Provisions

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

**3. Prompt Payment Clause**

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

**4. Amounts Payable**

- A. The amount payable under this Grant shall not exceed \$224,000.
- B. Payment allocations shall be made for allowable expenses up to the amount annually encumbered commensurate with the state fiscal year in which services are fulfilled and/or goods are received.

**5. Timely Submission of Final Invoice**

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

**6. Travel and Per Diem Reimbursement**

- A. Any reimbursement for necessary travel and per diem shall be at the rates currently in effect as established by the California Department of Human Resources (CalHR).
- B. Grant funds may be used for reimbursement of in-state and out-of-state travel expenses to attend meetings, conferences, and training.
- C. In accordance with California Assembly Bill 1887 (Chapter 687, Statutes of 2016), and Government Code Section 11139.8, travel is prohibited to states that, enact the following after June 26, 2015:
1. A law that voids or repeals, or has the effect of voiding or repealing, existing state or local protections against discrimination on the basis of sexual orientation, gender identify, or gender expression.

**Exhibit B**  
Budget Detail and Payment Provisions

2. A law that authorizes or requires discrimination against same-sex couples or their families or on the basis of sexual orientation, gender identify, or gender expression.
3. A law that creates an exemption to antidiscrimination laws in order to permit discrimination against same-sex couples or their families or on the basis of sexual orientation, gender identify, or gender expression.

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

- D. The total budget amount for out-of-state travel shall not exceed ten (10) percent of the total annual budget of this grant agreement.

**7. Use of Funds / Supplanting**

These funds shall be used to supplement and enhance existing local HCV/STD program activities and services and shall not replace existing services and activities, prevent the addition of new services and activities, and does not duplicate reimbursement of costs and services received from local funds or other sources. Supplanting of funds is defined (for the purposes of this agreement) as using local assistance award monies to “replace” or “take the place of” existing local funding. For example, reductions in local funds cannot be offset by the use of any dollars for the same purpose.

**8. Proper Use of Funds**

- A. The funds for this grant agreement **may be used** for:
  1. Local health jurisdiction staff to support HCV/STD prevention and control activities.
  2. Out-of-state travel to conferences and meetings, except to prohibited states as provided in 6.C. above. Travel costs may include travel and per diem for local leadership and other relevant staff (listed in the budget as in-kind support) to attend national forums as appropriate. Prior written approval for out-of-state travel approval must be obtained from STDCB and shall not exceed ten (10) percent of the total annual budget of this grant agreement.
  3. In-state travel to support HCV testing and linkage to care activities, except to prohibited states as provided in 6.C. above. This includes training course fees, travel, and per diem to support enhancement of knowledge, skills, and abilities of local health jurisdiction workforce (e.g., phlebotomy training), or other staff essential to HCV/STD prevention and control.
  4. HCV/STD test kits, confirmatory tests, and other testing supplies.
  5. Client education materials.
- B. The funds for this grant agreement **may be used for the following items, with supportive justification, tracking, and reporting of outcomes:**

**Exhibit B**  
Budget Detail and Payment Provisions

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

**Exhibit C**  
Standard Grant Conditions

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

**Exhibit C**  
Standard Grant Conditions

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

**Exhibit C**  
Standard Grant Conditions

17. **RIGHTS IN DATA:** Grantee and the Department agree that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work submitted under Exhibit A in the performance of the project funded by this grant shall be in the public domain. Grantee may disclose, disseminate, and use, in whole or in part, any final form, data, and information received, collected, and developed under this project, subject to appropriate acknowledgment of credit to the Department for financial support. Grantee shall not utilize the materials submitted to the Department (except data) for any profit-making venture or sell or grant rights to a third-party who intends to do so. The Department has the right to use submitted data for all governmental purposes.
18. **VENUE:** The Department and Grantee agree that any action arising out of this grant shall be filed and maintained in the Superior Court, California. Grantee waives any existing sovereign immunity for the purposes of this grant, if applicable.
19. **STATE-FUNDED RESEARCH GRANTS:**
  - A. Grantee shall provide for free public access to any publication of a department-funded invention or department-funded technology. Grantee further agrees to all terms and conditions required by the California Taxpayer Access to Publicly Funded Research Act (Chapter 2.5 (commencing with Section 13989) of Part 4.5 of Division 3 of Title 2 of the Government Code).
  - B. As a condition of receiving the research grant, Grantee agrees to the following terms and conditions which are set forth in Government Code Section 13989.6 ("Section 13989.6"):
    - 1) Grantee is responsible for ensuring that any publishing or copyright agreements concerning submitted manuscripts fully comply with Section 13989.6.
    - 2) Grantees shall report to the Department the final disposition of the research grant, including, but not limited to, if it was published, when it was published, where it was published, when the 12-month time period expires, and where the manuscript will be available for open access.
    - 3) For a manuscript that is accepted for publication in a peer-reviewed journal, the Grantee shall ensure that an electronic version of the peer-reviewed manuscript is available to the department on an appropriate publicly accessible database approved by the Department, including, but not limited to, the University of California's eScholarship Repository at the California Digital Library, to be made publicly available not later than 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

**Exhibit C**  
Standard Grant Conditions

accessible database, and notifying the Department that the manuscript is available on a department-approved database. If Grantee is unable to ensure that their manuscript is accessible on an approved publicly accessible database, Grantee may comply by providing the manuscript to the Department not later than 12 months after the official date of publication.

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

**Exhibit D**  
Additional Provisions

**1. Cancellation / Termination**

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

**Exhibit D**  
Additional Provisions

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

**2. Avoidance of Conflicts of Interest by Grantee**

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

**Exhibit D**  
Additional Provisions

**3. Dispute Resolution Process**

- A. A Grantee grievance exists whenever there is a dispute arising from CDPH's action in the administration of an agreement. If there is a dispute or grievance between the Grantee and CDPH, the Grantee must seek resolution using the procedure outlined below.
- 1) The Grantee should first informally discuss the problem with the CDPH Program Grant Manager. If the problem cannot be resolved informally, the Grantee shall direct its grievance together with any evidence, in writing, to the program Branch Chief. The grievance shall state the issues in dispute, the legal authority or other basis for the Grantee's position and the remedy sought. The Branch Chief shall render a decision within ten (10) working days after receipt of the written grievance from the Grantee. The Branch Chief shall respond in writing to the Grantee indicating the decision and reasons therefore. If the Grantee disagrees with the Branch Chief's decision, the Grantee may appeal to the second level.
  - 2) When appealing to the second level, the Grantee must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Grantee shall include with the appeal a copy of the Grantee's original statement of dispute along with any supporting evidence and a copy of the Branch Chief's decision. The appeal shall be addressed to the Deputy Director of the division in which the branch is organized within ten (10) working days from receipt of the Branch Chief's decision. The Deputy Director of the division in which the branch is organized or his/her designee shall meet with the Grantee to review the issues raised. A written decision signed by the Deputy Director of the division in which the branch is organized or his/her designee shall be directed to the Grantee within twenty (20) working days of receipt of the Grantee's second level appeal.
- B. If the Grantee wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Grantee shall follow the procedures set forth in Division 25.1 (commencing with Section 38050) of the Health and Safety Code and the regulations adopted thereunder. (Title 1, Division 2, Chapter 2, Article 3 (commencing with Section 1140) of the California Code of Regulations).
- C. Disputes arising out of an audit, examination of an agreement or other action not covered by subdivision (a) of Section 20204, of Chapter 2.1, Title 22, of the California Code of Regulations, and for which no procedures for appeal are provided in statute, regulation or the Agreement, shall be handled in accordance with the procedures identified in Sections 51016 through 51047, Title 22, California Code of Regulations.
- D. Unless otherwise stipulated in writing by CDPH, all dispute, grievance and/or appeal correspondence shall be directed to the CDPH Grant Manager.

**Exhibit D**  
Additional Provisions

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

## Exhibit E

### Hepatitis C Virus (HCV) Local Assistance Funds – Standards and General Terms and Conditions

#### 1. Overview

The California Department of Public Health (CDPH) Sexually Transmitted Diseases Control Branch (STDCB), which includes the Office of Viral Hepatitis Prevention (OVHP), sets forth the following standards and procedures. These standards and procedures specify the conditions for receipt of CDPH STDCB HCV local assistance funds. The local health department has the authority for prevention and control of communicable diseases, including HCV, 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), which can be accessed at <https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/STD-ForLocalHealthJurisdictions.aspx>.

#### 2. Grantee's Responsibilities

The Grantee agrees to:

- A. Direct activities toward achieving the program objectives set forth by the CDPH STDCB.
- B. Use these funds in accordance with any additional guidance set forth by the CDPH STDCB regarding the granting, use and reimbursement of the STDCB HCV local assistance funds. Additional consideration should be given to other guidance from CDPH and the U.S. Centers for Disease Control and Prevention (CDC) intended to highlight successful HIV, HCV, and/or STD prevention strategies or outline California specific initiatives, policies and procedures. Please find relevant programmatic guidance documents on the CDPH STDCB OVHP website: <https://cdph.ca.gov/ovhp>.
- C. Use these funds to augment existing funds and not supplant funds that have been locally appropriated for the same purposes. Local assistance funds are intended to provide local entities with increased capabilities to address HCV control needs. Supplanting of funds is defined (for the purposes of this agreement) as using local assistance award monies to “replace” or “take the place of” existing local funding. For example, reductions in local funds cannot be offset by the use of CDPH STDCB dollars for the same purpose.
- D. Abide by the most recent standards of care for HCV screening, treatment, control and prevention as promulgated by:
  1. California Department of Public Health  
<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/ovhp.aspx>
  2. Centers for Disease Control and Prevention  
<https://www.cdc.gov/hepatitis/>
  3. [Association for the Advanced Study of Liver Diseases](https://www.hcvguidelines.org/)  
<https://www.hcvguidelines.org/>
- E. Share health advisories, health education materials, outreach, testing, linkage to care, and care coordination protocols, and other products created to enhance HCV awareness, prevention, testing, linkages to care, care coordination, and treatment, funded with these dollars with CDPH and other LHJs and community-based organizations (CBOs) in California. The intent of this is to allow

## Exhibit E

### Hepatitis C Virus (HCV) Local Assistance Funds – Standards and General Terms and Conditions

duplication (where possible) and cross-jurisdictional reach of successful HCV interventions and activities aimed at 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.

- F. Submit information and reports as requested by the CDPH STDCB.
- G. Ensure the use of a competitive bid process in the selection of all subcontracts. If the subcontract is one where the LHJ has a current agreement with, indicate the date the agreement was effective. If the CBO is a non-profit agency as defined by Internal Revenue Code 501(c), ensure the LHJ has a current letter on file from the Internal Revenue Service for the CBO.

### 3. Reporting Requirements

#### A. Case Report, Laboratory, and Interview Record

All Grantees shall comply with morbidity reporting requirements for reportable HCV 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, San Francisco, and San Diego, must enter HCV case data for their jurisdiction directly into the California Reportable Disease Information Exchange (CalREDIE) system, the CDPH web-based reporting software for notifiable diseases. Data must be entered into the appropriate tabs and forms in CalREDIE. Submission of hard copy forms for data entry into CalREDIE by CDPH or scanning of case reports, laboratory results, or interview records into the electronic filing cabinet (EFC), sans data entry, will not be accepted. CDPH STD Control Branch will provide essential variables for data entry and HCV case report forms. Specific case investigation and report requirements are as follows:

1. Hepatitis C-related laboratory reports submitted electronically are automatically imported, processed, and closed through CalREDIE as suspect cases of chronic hepatitis C.
2. The Grantee should investigate cases of Acute Hepatitis B and Acute Hepatitis C using the Acute Hepatitis B and Hepatitis C Case Report Form (CDPH 8073), <https://www.cdph.ca.gov/CDPH%20Document%20Library/ControlledForms/cdph8703.pdf>, and Perinatal Hepatitis C using the Perinatal Hepatitis C Case Report Form (CDPH 8704), <https://www.cdph.ca.gov/CDPH%20Document%20Library/ControlledForms/cdph8704.pdf>.

## Exhibit E

### Hepatitis C Virus (HCV) Local Assistance Funds – Standards and General Terms and Conditions

3. Grantees will enter completed Acute Hepatitis C and Perinatal Hepatitis C Case Report Forms into CalREDIE within 45 days of the initial report to the local health department.
4. Grantees will participate in trainings related to HCV-specific aspects of CalREDIE and surveillance and conduct quality control procedures, including review of cases to ensure appropriate surveillance case definition and reconciliation of case counts.

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

The STDCB CalREDIE Resources Page can be accessed at

<https://www.cdph.ca.gov/Programs/CID/DCDC/Pages/STDCaseDefinitions.aspx>.

For additional HCV-related CalREDIE help, please email

[cdph\\_ovhp@cdph.ca.gov](mailto:cdph_ovhp@cdph.ca.gov).

#### **Non-CalREDIE Jurisdictions**

Los Angeles, San Francisco, and San Diego grantees must report Acute Hepatitis C, Perinatal Hepatitis C, and Chronic Hepatitis C data to CDPH STD Control Branch as follows:

- Acute Hepatitis C and Perinatal Hepatitis C data to be submitted via CalREDIE, as outlined in numbers two and three of Section A of the Reporting Requirements.
- Chronic Hepatitis C data to be submitted by March 31<sup>st</sup> of each year as an annual line list of cases reported during the prior year. This data must be submitted via a secure file transfer protocol (FTP) and in a format that conforms to the National Electronic Telecommunications System for Surveillance (NETSS) or Message Mapping Guides (MMG) standards, as requested by CDPH.

#### **B. Performance Measurement and Program Evaluation**

Grantees will submit performance indicators specified in the scope of work, including for activities subcontracted to one or more community-based organizations. Project specific data reporting requirements and performance indicators will be determined in collaboration with CDPH within the first three months of the project period.

## Exhibit E

### Hepatitis C Virus (HCV) Local Assistance Funds – Standards and General Terms and Conditions

**C. Data Security and Confidentiality**

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

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

**D. Outbreak Reporting**

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

**E. Financial Expenditures and Reporting**

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

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

**F. Performance Progress Reporting**

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

## Exhibit E

### Hepatitis C Virus (HCV) Local Assistance Funds – Standards and General Terms and Conditions

#### **G. Reporting Use of Incentives**

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

1. Complete a Subject Reimbursement Log that is kept within a secure study file. This log will contain the gift card brand, gift card number, denomination, date purchased, reason for disbursement, the recipient of the incentive, and the issue date (see attached log).
2. Each participant receiving an incentive must complete a Subject Incentive Payment Receipt at the time the incentive is issued. The Subject Incentive Payment Receipt must be kept in a secure location.
3. Participation incentives cannot be used for the purchase of alcohol, tobacco, or drug products.
4. A copy of the Subject Reimbursement Log must be submitted with the quarterly invoice.
5. The Subject Incentive Payment Receipt must be kept for a minimum of five (5) years after the termination of the grant.

#### **4. Rights of California Department of Public Health, Sexually Transmitted Disease Control Branch**

- A. The CDPH STDCB reserves the right to modify the terms and conditions of all awards. Additional information and documentation may be required.
- B. The CDPH STDCB reserves the right to use and reproduce all reports and data produced and delivered pursuant to the local assistance awards and reserves the right to authorize others to use or reproduce such materials, provided that the confidentiality of patient information and records is protected pursuant to California State laws and regulations

**Exhibit F**  
**Federal Terms and Conditions**

*(For Federally Funded Grant Agreements)*

The use of headings or titles throughout this exhibit is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition.

This exhibit contains provisions that require strict adherence to various contracting laws and policies.

**Index of Special Terms and Conditions**

1. Federal Funds
2. Federal Equal Employment Opportunity Requirements
3. Debarment and Suspension Certification
4. Covenant Against Contingent Fees
5. Air or Water Pollution Requirements
6. Lobbying Restrictions and Disclosure Certification
7. Additional Restrictions
8. Human Subjects Use Requirements
9. Financial and Compliance Audit Requirements
10. Audit and Record Retention
11. Federal Requirements

## 1. Federal Funds

(Applicable only to that portion of an agreement funded in part or whole with federal funds.)

- a. It is mutually understood between the parties that this Grant may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Grant were executed after that determination was made.
- b. This Grant is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Grant. In addition, this Grant is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Grant in any manner.
- c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Grant shall be amended to reflect any reduction in funds.
- d. CDPH has the option to invalidate or cancel the Grant with 30-days advance written notice or to amend the Grant to reflect any reduction in funds.

## 2. Federal Equal Opportunity Requirements

(Applicable to all federally funded grants entered into by the California Department of Public Health (CDPH) formerly known as California Department of Health Services (CDHS).)

- a. The Grantee will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Grantee will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Grantee agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or CDPH, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Grantee's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.
- b. The Grantee will, in all solicitations or advancements for employees placed by or on behalf of the Grantee, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.
- c. The Grantee will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Grantee's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- d. The Grantee will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and of the rules, regulations, and relevant orders of the Secretary of Labor.

- e. The Grantee will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- f. In the event of the Grantee's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Grantee may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- g. The Grantee will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subGrantee or vendor. The Grantee will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or CDPH may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Grantee becomes involved in, or is threatened with litigation by a subGrantee or vendor as a result of such direction by CDPH, the Grantee may request in writing to CDPH, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

### 3. Debarment and Suspension Certification

- a. By signing this Grant, the Grantee agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.
- b. By signing this Grant, the Grantee certifies to the best of its knowledge and belief, that it and its principals:
  - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
  - (2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - (3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and
  - (4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

- (5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.
  - (6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
- c. If the Grantee is unable to certify to any of the statements in this certification, the Grantee shall submit an explanation to the CDPH Program Contract Manager.
  - d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.
  - e. If the Grantee knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

#### **4. Covenant Against Contingent Fees**

The Grantee warrants that no person or selling agency has been employed or retained to solicit/secure this Grant upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Grantee for the purpose of securing business. For breach or violation of this warranty, CDPH shall have the right to annul this Grant without liability or in its discretion to deduct from the Grant price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

#### **5. Air or Water Pollution Requirements**

Any federally funded grant and/or subgrants in excess of \$100,000 must comply with the following provisions unless said grant is exempt under 40 CFR 15.5.

- a. Government Grantees agree to comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act [42 U.S.C. 1857(h)], section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15).
- b. Institutions of higher education, hospitals, nonprofit organizations and commercial businesses agree to comply with all applicable standards, orders, or requirements issued under the Clean Air Act (42 U.S.C. 7401 et seq.), as amended, and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended.

#### **6. Lobbying Restrictions and Disclosure Certification**

(Applicable to federally funded grants in excess of \$100,000 per Section 1352 of the 31, U.S.C.)

##### **a. Certification and Disclosure Requirements**

- (1) Each person (or recipient) who requests or receives a grant, subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds \$100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled "Certification Regarding Lobbying") that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.
- (2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled "Standard Form-LLL 'disclosure of Lobbying Activities'") if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a grant or any extension or amendment of that grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.
- (3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in

any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:

- (a) A cumulative increase of \$25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;
  - (b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or
  - (c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.
- (4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a grant or subgrant exceeding \$100,000 at any tier under a grant shall file a certification, and a disclosure form, if required, to the next tier above.
- (5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

## 7. Additional Restrictions

Grantee shall comply with the restrictions under Division F, Title V, Section 503 of the Consolidated Appropriations Act, 2012 (H.R. 2055), which provides that:

- (a) “SEC. 503.(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.
- (b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.
- (c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control.”

## 8. Human Subjects Use Requirements

(Applicable only to federally funded agreements in which performance, directly or through a subcontract/subaward, includes any tests or examination of materials derived from the human body.)

By signing this Agreement, Contractor agrees that if any performance under this Agreement or any subcontract or subagreement includes any tests or examination of materials derived from the human body for the purpose of providing information, diagnosis, prevention, treatment or assessment of disease, impairment, or health of a human being, all locations at which such examinations are performed shall meet the requirements of 42 U.S.C. Section 263a (CLIA) and the regulations thereunder.

## 9. Financial and Compliance Audit Requirements

By signing this Agreement, the Contractor/Subcontractor agrees to abide by all requirements specified in 2 CFR 200, *et seq.*, 2 CFR 400, *et seq.*, and 45 CFR, 75, *et seq.*, as applicable, including but not limited to obtaining an annual audit, and any subsequent federal regulatory additions or revisions.

- a. The definitions used in this provision are contained in Section 38040 of the Health and Safety Code, which by this reference is made a part hereof.
- b. Direct service contract means a contract or agreement for services contained in local assistance or subvention programs or both (see Health and Safety [H&S] Code section 38020). Direct service contracts shall not include contracts, agreements, grants, or subventions to other governmental agencies or units of government nor contracts or agreements with regional centers or area agencies on aging (H&S Code section 38030).
- c. The Contractor, as indicated below, agrees to obtain one of the following audits:
  - (1) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives \$25,000 or more from any State agency under a direct service contract or agreement; the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit. Said audit shall be conducted according to Generally Accepted Auditing Standards. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
  - (2) If the Contractor is a nonprofit organization (as defined in H&S Code section 38040) and receives less than \$25,000 per year from any State agency under a direct service contract or agreement, the Contractor agrees to obtain a biennial single, organization wide financial and compliance audit, unless there is evidence of fraud or other violation of state law in connection with this Agreement. This audit does not fulfill the audit requirements of Paragraph c(3) below. The audit shall be completed by the 15th day of the fifth month following the end of the Contractor's fiscal year, **and/or**
  - (3) If the Contractor is a State or Local Government entity or Nonprofit organization (as defined in 2CFR Part 200) and expends \$750,000 or more in Federal awards, the Contractor agrees to obtain an annual single, organization wide, financial and compliance audit according to the requirements specified in 2CFR Part 200. An audit conducted pursuant to this provision will fulfill the audit requirements outlined in Paragraphs c(1) and c(2) above. The audit shall be completed by the end of the ninth month following the end of the audit period. The requirements of this provision apply if:
    - (a) The Contractor is a recipient expending Federal awards received directly from Federal awarding agencies, or
    - (b) The Contractor is a subrecipient expending Federal awards received from a pass-through entity such as the State, County or community based organization.
  - (4) If the Contractor submits to CDPH a report of an audit other than a single audit, the Contractor must also submit a certification indicating the Contractor has not expended \$750,000 or more in federal funds for the year covered by the audit report.
- d. Two copies of the audit report shall be delivered to the CDPH program funding this Agreement. The audit report must identify the Contractor's legal name and the number assigned to this Agreement. The audit report shall be due within 30 days after the completion of the audit. Upon receipt of said audit report, the

CDPH Program Contract Manager shall forward the audit report to CDPH's Audits and Investigations Unit if the audit report was submitted under Section 16.c(3), unless the audit report is from a City, County, or Special District within the State of California whereby the report will be retained by the funding program.

- e. The cost of the audits described herein may be included in the funding for this Agreement up to the proportionate amount this Agreement represents of the Contractor's total revenue. The CDPH program funding this Agreement must provide advance written approval of the specific amount allowed for said audit expenses.
- f. The State or its authorized designee, including the Bureau of State Audits, is responsible for conducting agreement performance audits which are not financial and compliance audits. Performance audits are defined by Generally Accepted Government Auditing Standards.
- g. Nothing in this Agreement limits the State's responsibility or authority to enforce State law or regulations, procedures, or reporting requirements arising thereto.
- h. Nothing in this provision limits the authority of the State to make audits of this Agreement, provided however, that if independent audits arranged for by the Contractor meet Generally Accepted Governmental Auditing Standards, the State shall rely on those audits and any additional audit work and shall build upon the work already done.
- i. The State may, at its option, direct its own auditors to perform either of the audits described above. The Contractor will be given advance written notification, if the State chooses to exercise its option to perform said audits.
- j. The Contractor shall include a clause in any agreement the Contractor enters into with the audit firm doing the single organization wide audit to provide access by the State or Federal Government to the working papers of the independent auditor who prepares the single organization wide audit for the Contractor.
- k. Federal or state auditors shall have "expanded scope auditing" authority to conduct specific program audits during the same period in which a single organization wide audit is being performed, but the audit report has not been issued. The federal or state auditors shall review and have access to the current audit work being conducted and will not apply any testing or review procedures which have not been satisfied by previous audit work that has been completed.

The term "expanded scope auditing" is applied and defined in the U.S. General Accounting Office (GAO) issued Standards for *Audit of Government Organizations, Programs, Activities and Functions*, better known as the "yellow book".

**10. Audit and Record Retention** (Applicable to agreements in excess of \$10,000.)

- a. The Contractor shall maintain books, records, documents, and other evidence, accounting procedures and practices, sufficient to properly reflect all direct and indirect costs of whatever nature claimed to have been incurred in the performance of this Agreement, including any matching costs and expenses. The foregoing constitutes "records" for the purpose of this provision.
- b. The Contractor's facility or office or such part thereof as may be engaged in the performance of this Agreement and his/her records shall be subject at all reasonable times to inspection, audit, and reproduction.
- c. Contractor agrees that CDPH, the Department of General Services, the Bureau of State Audits, or their designated representatives including the Comptroller General of the United States shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor 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, the Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (GC 8546.7, CCR Title 2, Section 1896).
- d. The Contractor shall preserve and make available his/her records (1) for a period of three years from the

date of final payment under this Agreement, and (2) for such longer period, if any, as is required by applicable statute, by any other provision of this Agreement, or by subparagraphs (1) or (2) below.

- (1) If this Agreement is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of three years from the date of any resulting final settlement.
  - (2) If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration of the three-year period, the records shall be retained until completion of the action and resolution of all issues which arise from it, or until the end of the regular three-year period, whichever is later.
- e. The Contractor shall comply with the above requirements and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in Public Contract Code § 10115.10, if applicable.
  - f. The Contractor may, at its discretion, following receipt of final payment under this Agreement, reduce its accounts, books and records related to this Agreement to microfilm, computer disk, CD ROM, or other data storage medium. Upon request by an authorized representative to inspect, audit or obtain copies of said records, the Contractor and/or Subcontractor must supply or make available applicable devices, hardware, and/or software necessary to view, copy and/or print said records. Applicable devices may include, but are not limited to, microfilm readers and microfilm printers, etc.
  - g. The Contractor shall, if applicable, comply with the Single Audit Act and the audit reporting requirements set forth in Title 2 of the Code of Federal Regulations, Part 200 (2CFR Part 200).

## 11. Federal Requirements

Grantor agrees to comply with and shall require all subgrantees, if any, to comply with all applicable Federal requirements including but not limited to the United States Code, the Code of Federal Regulations, the Funding Opportunity Announcement, the Notice of Award, the funding agreement, and any memoranda or letter regarding the applicable Federal requirements.

**Attachment 1**

**STATE OF CALIFORNIA  
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH  
CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subGrantees, subgrants, and contracts under grants and cooperative agreements) of \$100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_  
Name of Grantee

\_\_\_\_\_  
Printed Name of Person Signing for Grantee

\_\_\_\_\_  
Contract / Grant Number

\_\_\_\_\_  
Signature of Person Signing for Grantee

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

After execution by or on behalf of Grantee, please return to:

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

CDPH reserves the right to notify the Grantee in writing of an alternate submission address.

**Attachment 2**

**CERTIFICATION REGARDING LOBBYING**

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352  
(See reverse for public burden disclosure)

Approved by OMB  
0348-0046

<p>1. Type of Federal Action: [b] a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance</p>	<p>2. Status of Federal Action: [c] a. bid/offer/application b. initial award c. post-award</p>	<p>3. Report Type: [a] a. initial filing b. material change For Material Change Only: Year ____ quarter date of last report _____</p>
<p>4. Name and Address of Reporting Entity:  <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier ____, if known:  Congressional District, If known:</p>	<p>5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime:  Congressional District, If known:</p>	
<p>6. Federal Department/Agency Centers for Disease Control and Prevention</p>	<p>7. Federal Program Name/Description: Adult Viral Hepatitis Prevention and Control CDFA Number, if applicable: 93.270</p>	
<p>8. Federal Action Number, if known:</p>	<p>9. Award Amount, if known:  \$ 224,000</p>	
<p>10.a. Name and Address of Lobbying Registrant (If individual, last name, first name, MI):</p>	<p>b. Individuals Performing Services (including address if different from 10a. (Last name, First name, MI):</p>	
<p>11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. required disclosure shall be subject to a not more than \$100,000 for each such failure.</p>	<p>Signature: _____ Print Name: _____ Title: _____ Telephone No.: _____ Date: _____</p>	
<p><b>Federal Use Only</b></p>		<p>Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)</p>

**INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES**

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subawardee recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

**Exhibit G**  
Information Privacy and Security Requirements  
(For Non-HIPAA/HITECH Act Contracts)

This Information Privacy and Security Requirements Exhibit (For Non-HIPAA/HITECH Act Contracts) (hereinafter referred to as "this 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 (hereinafter "CDPH"), pursuant to Contractor's agreement with CDPH. (Such personal and confidential information is referred to herein collectively as "CDPH PCI".) CDPH and Contractor desire to protect the privacy and provide for the security of CDPH PCI pursuant to this Exhibit and in compliance with state and federal laws applicable to the CDPH PCI.

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

"Breach" means:

    1. the unauthorized acquisition, access, use, or disclosure of CDPH PCI in a manner which compromises the security, confidentiality or integrity of the information; or
    2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(f).
  - B. Confidential Information: "Confidential information" means information that:
    1. does not meet the definition of "public records" set forth in California Government Code section 6252(e), or is exempt from disclosure under any of the provisions of Section 6250, et seq. of the California Government Code or any other applicable state or federal laws; or
    2. is contained in documents, files, folders, books or records that are clearly labeled, marked or designated with the word "confidential" by CDPH.

**Exhibit G**  
Information Privacy and Security Requirements  
(For Non-HIPAA/HITECH Act Contracts)

- C. Disclosure: “Disclosure” means the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the information.
- D. PCI: “PCI” means “personal information” and “confidential information” (as these terms are defined herein:
- E. Personal Information: “Personal information” means information, in any medium (paper, electronic, oral) that:
1. directly or indirectly collectively identifies or uniquely describes an individual; or
  2. could be used in combination with other information to indirectly identify or uniquely describe an individual, or link an individual to the other information; or
  3. meets the definition of “personal information” set forth in California Civil Code section 1798.3, subdivision (a) or
  4. is one of the data elements set forth in California Civil Code section 1798.29, subdivision (g)(1) or (g)(2); or
  5. meets the definition of “medical information” set forth in either California Civil Code section 1798.29, subdivision (h)(2) or California Civil Code section 56.05, subdivision (j); or
  6. meets the definition of “health insurance information” set forth in California Civil Code section 1798.29, subdivision (h)(3); or
  7. is protected from disclosure under applicable state or federal law.
- F. Security Incident: “Security Incident” means:
1. an attempted breach; or
  2. the attempted or successful unauthorized access or disclosure, modification or destruction of CDPH PCI, in violation of any state or federal law or in a manner not permitted under the agreement between Contractor and CDPH, including this Exhibit; or
  3. the attempted or successful modification or destruction of, or interference with, Contractor’s system operations in an information technology system, that negatively impacts the confidentiality, availability or integrity of CDPH PCI; or
  4. any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission. Furthermore, an information security incident may also include an event that constitutes a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.
- G. Use: “Use” means the sharing, employment, application, utilization, examination, or analysis of information.

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

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XI. Breach and Security Incident Responsibilities:

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

Contractor shall take:

1. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and
  2. any action pertaining to a breach required by applicable federal and state laws, including, specifically, California Civil Code section 1798.29.
- B. Investigation of Breach and Security Incidents: The Contractor shall immediately investigate such breach or security incident. As soon as the information is known and subject to the legitimate needs of law enforcement, Contractor shall inform the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:
1. what data elements were involved and the extent of the data disclosure or access involved in the breach, including, specifically, the number of individuals whose personal information was breached; and
  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; and
  3. a description of where the CDPH PCI is believed to have been improperly used or disclosed; and

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

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<b>CDPH Program Contract Manager</b>	<b>CDPH Privacy Officer</b>	<b>CDPH Chief Information Security Officer</b>
See the Scope of Work exhibit for Program Contract Manager	Privacy Officer Privacy Office Office of Legal Services California Dept. of Public Health 1415 L Street, 5 <sup>th</sup> Floor Sacramento, CA 95814  Email: <a href="mailto:privacy@cdph.ca.gov">privacy@cdph.ca.gov</a> Telephone: (877) 421-9634	Chief Information Security Officer Information Security Office California Dept. of Public Health P.O. Box 997377 MS6302 Sacramento, CA 95899-7413  Email: <a href="mailto:cdphiso@cdph.ca.gov">cdphiso@cdph.ca.gov</a> Telephone: (855) 500-0016

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

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

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**Attachment 1**  
Contractor Data Security Standards

**1. General Security Controls**

- A. **Confidentiality Statement.** All persons that will be working with CDPH PCI must sign a confidentiality statement. The statement must include at a minimum, General Use, Security and Privacy safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to CDPH PCI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for CDPH inspection for a period of three (3) years following contract termination.
- B. **Background check.** Before a member of the Contractor's workforce may access CDPH PCI, Contractor must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk for theft of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.
- C. **Workstation/Laptop encryption.** All workstations and laptops that process and/or store CDPH PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. The encryption solution must be full disk unless approved by the CDPH Information Security Office.
- D. **Server Security.** Servers containing unencrypted CDPH PCI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- E. **Minimum Necessary.** Only the minimum necessary amount of CDPH PCI required to perform necessary business functions may be copied, downloaded, or exported.
- F. **Removable media devices.** All electronic files that contain CDPH PCI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smart devices tapes etc.). PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher.
- G. **Antivirus software.** All workstations, laptops and other systems that process and/or store CDPH PCI must install and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.
- H. **Patch Management.** All workstations, laptops and other systems that process and/or store CDPH PCI must have operating system and application security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.
- I. **User IDs and Password Controls.** All users must be issued a unique user name for accessing CDPH PCI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password.

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Passwords are not to be shared. Must be at least eight characters. Must be a non-dictionary word. Must not be stored in readable format on the computer. Must be changed every 60 days. Must be changed if revealed or compromised. Must be composed of characters from at least three of the following four groups from the standard keyboard:

- Upper case letters (A-Z)
- Lower case letters (a-z)
- Arabic numerals (0-9)
- Non-alphanumeric characters (punctuation symbols)

J. **Data Sanitization.** All CDPH PCI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PCI is no longer needed.

## 2. System Security Controls

- A. **System Timeout.** The system must provide an automatic timeout, requiring reauthentication of the user session after no more than 20 minutes of inactivity.
- B. **Warning Banners.** All systems containing CDPH PCI must display a warning banner each time a user attempts access, stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.
- C. **System Logging.** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for CDPH PCI, or which alters CDPH PCI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. This logging must be included for all user privilege levels including, but not limited to, systems administrators. If CDPH PCI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.
- D. **Access Controls.** The system must use role based access controls for all user authentications, enforcing the principle of least privilege.
- E. **Transmission encryption.** All data transmissions of CDPH PCI outside the contractor's secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end to end at the network level, or the data files containing CDPH PCI can be encrypted. This requirement pertains to any type of CDPH PCI in motion such as website access, file transfer, and E-Mail.
- F. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting CDPH PCI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

## 3. Audit Controls

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- A. **System Security Review.** All systems processing and/or storing CDPH PCI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.
- B. **Log Reviews.** All systems processing and/or storing CDPH PCI must have a routine procedure in place to review system logs for unauthorized access.
- C. **Change Control.** All systems processing and/or storing CDPH PCI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

#### 4. Business Continuity / Disaster Recovery Controls

- A. **Disaster Recovery.** Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic CDPH PCI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this agreement for more than 24 hours.
- B. **Data Backup Plan.** Contractor must have established documented procedures to securely backup CDPH PCI to maintain retrievable exact copies of CDPH PCI. The backups shall be encrypted. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and the amount of time to restore CDPH PCI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of CDPH data.

#### 5. Paper Document Controls

- A. **Supervision of Data.** CDPH PCI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. CDPH PCI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- B. **Escorting Visitors.** Visitors to areas where CDPH PCI is contained shall be escorted and CDPH PHI shall be kept out of sight while visitors are in the area.
- C. **Confidential Destruction.** CDPH PCI must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PSCI is no longer needed.
- D. **Removal of Data.** CDPH PCI must not be removed from the premises of the Contractor except with express written permission of CDPH.
- E. **Faxing.** Faxes containing CDPH PCI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving

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faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.

- F. ***Mailing.*** CDPH PCI shall only be mailed using secure methods. Large volume mailings of CDPH PHI shall be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail must be encrypted with a CDPH approved solution, such as a solution using a vendor product specified on the CALIFORNIA STRATEGIC SOURCING INITIATIVE.