

**THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
BOARD ACTION SUMMARY**

DEPT: Health Services Agency

BOARD AGENDA: 6.B.2
AGENDA DATE: April 15, 2025

SUBJECT:

Approval of the Grant Agreement with the California Department of Public Health (CDPH) for the Implementation of Project Empowerment Services in the Amount of \$500,000 for the Period of October 1, 2024, or Upon Approval, Through June 30, 2028

BOARD ACTION AS FOLLOWS:

RESOLUTION NO. 2025-0160

On motion of Supervisor Grewal Seconded by Supervisor Withrow
and approved by the following vote,

Ayes: Supervisors: Chiesa, Withrow, Grewal, C. Condit, and Chairman B. Condit

Noes: Supervisors: None

Excused or Absent: Supervisors: None

Abstaining: Supervisor: None

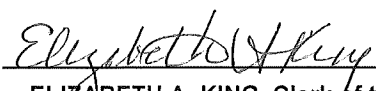
1) X Approved as recommended

2) _____ Denied

3) _____ Approved as amended

4) _____ Other:

MOTION:


ATTEST: ELIZABETH A. KING, Clerk of the Board of Supervisors

File No.

THE BOARD OF SUPERVISORS OF THE COUNTY OF STANISLAUS
AGENDA ITEM

DEPT: Health Services Agency

BOARD AGENDA:6.B.2
AGENDA DATE: April 15, 2025

CONSENT: ☒

CEO CONCURRENCE: YES

4/5 Vote Required: Yes

SUBJECT:

Approval of the Grant Agreement with the California Department of Public Health (CDPH) for the Implementation of Project Empowerment Services in the Amount of \$500,000 for the Period of October 1, 2024, or Upon Approval, Through June 30, 2028

STAFF RECOMMENDATION:

1. Approve grant agreement number 24-10650 with the California Department of Public Health to provide Project Empowerment services for the period of October 1, 2024, or upon approval, whichever is later, through June 30, 2028.
2. Authorize the Health Services Agency Managing Director or her designee to sign and execute the contract and subsequent amendments consistent with the County Grant Policy.
3. Direct the Auditor-Controller to increase revenues and appropriations by \$125,000 in the Health Services Agency Public Health budget.

DISCUSSION:

California Department of Public Health (CDPH), Center for Infectious Diseases, Office of AIDS provides funding to counties related to the prevention of Human Immunodeficiency Virus (HIV) and acquired immunodeficiency syndrome (AIDS). Project Empowerment, an innovative, competitive grant opportunity, was applied for and awarded to the Health Services Agency to minimize new HIV infections; maximize the number of people with HIV infection who access appropriate care, treatment, and support; and reduce HIV/AIDS-related health disparities. This project funding will enable data-informed focused efforts adding to current prevention programming.

As indicated by HIV surveillance data, the populations most vulnerable to HIV are Black/African Americans (AA) and Latinx. The most recently published CDPH surveillance report from 2022 reports 57 newly diagnosed individuals with HIV and 924 persons living with diagnosed HIV infection in Stanislaus County. Among all racial/ethnic groups, Black/AA are most disproportionately affected by HIV. Black/AA comprise approximately 6 percent of California's population, but account for 16 percent of California's HIV epidemic, according to CDPH 2022 data. HIV rates among newly diagnosed Black/AA men are 4.4 times higher than White Men, and among Black/AA Women, the rates are 5.7 times higher than White Women. In 2022, the California Latinx community made up the largest racial/ethnic group among new HIV diagnoses, accounting for 57 percent of all new HIV diagnoses. Rates among newly diagnosed

Latinx Men are 2.7 times higher than White Men, and among Latinx Women, they are 1.6 times higher than White Women. Local data closely resembles state-level data and emphasizes a need to increase and tailor prevention efforts for these communities. To address these disparities, Project Empowerment will implement culturally responsive programming to reduce HIV-related stigma and barriers to prevention and treatment. The most recent data available is through 2022 due to the standard reporting, validation, and analysis processes by CDPH.

Funds from the Project Empowerment grant will be used to address the disproportionate impact of HIV among Black/African American and Latinx individuals.

- HIV Program staff will collaborate with Community Based Organizations (CBO) to enhance access to comprehensive HIV-related medical care, creating a robust network of supportive services for these priority populations. Key activities will include identifying dedicated staff to actively engage with Black/AA and Latinx individuals, providing personalized assistance in navigating the complexities of HIV care. This includes facilitating timely access to antiretroviral therapy (ART), ensuring consistent medication adherence, and addressing barriers to retention in care.
- Building upon existing collaborations, the HIV Program will strengthen partnerships with community-based organizations that have established trust and expertise in serving Black/AA and Latinx communities. A comprehensive environmental scan will be conducted to identify potential new partners, ensuring a broad and inclusive network of support.
- Expanded HIV Prevention and Control Services: Program staff will implement targeted outreach and testing strategies to reach individuals who may be unaware of their HIV status. Streamline the referral processes and provide intensive case management to ensure seamless transition from diagnosis to care and sustained engagement in treatment. Promote awareness and access to PrEP and PEP as highly effective HIV prevention tools.
- All activities will be conducted with a focus on cultural competency, ensuring that services are tailored to the specific needs and preferences of Black/AA and Latinx communities. Staff will be trained on cultural sensitivity.

The timing difference between the proposed contract effective date of October 1, 2024, and this staff request for contract approval was due to a delay in receiving the contract documents from the State. Grant funds have not been spent and are pending Board approval.

POLICY ISSUE:

Per the County's Grant Policy, County departments are to seek Board approval to accept any new grants or funding agreements, regardless of whether it requires a County General Fund match. Required authorization can be obtained in a scheduled budget cycle or through a separate Board agenda action process. The Board of Supervisors' authorization is being requested to accept the funding allocation from the California Department of Public Health for the Project Empowerment program to enhance the prevention of HIV efforts.

The State requires a resolution supporting contract execution by the Managing Director or designee.

FISCAL IMPACT:

The Prevention Project Empowerment grant awarded by the California Department of Public Health provides \$500,000 over the initial grant term of October 1, 2024, through June 30, 2028. Grant funds will support existing staff salaries, supplies, and overhead costs to perform grant-related work consistent with the grant's requirements. Revenues and appropriations associated with this grant were not budgeted in the 2025 Adopted Budget. If approved, estimated revenues and appropriations will be increased by \$125,000 in the Health Services Agency Public Health budget to cover estimated operational costs and revenues through June 30, 2025. The balance of the grant will be budgeted in future budget cycles.

There is no impact to the County General Fund associated with this agenda item.

BOARD OF SUPERVISORS' PRIORITY:

The recommended actions are consistent with the Board's priority of *Supporting a Healthy Community* by enabling access to medically necessary services.

STAFFING IMPACT:

Existing staff will perform the duties in the scope of work to meet the grant deliverables.

CONTACT PERSON:

Heather Duvall, Public Health Director

(209) 558-8804

ATTACHMENT(S):

1. Grant Agreement CDPH
2. Budget Journal

California Project Empowerment Grant Program

Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter “Department”

TO

County of Stanislaus, hereinafter “Grantee”

Implementing the “Prevention Project Empowerment,” hereinafter “Project”

GRANT AGREEMENT NUMBER 24-10650

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 under Health and Safety Code, Section 131085b.

PURPOSE: The Department shall award this Grant Agreement to and for the benefit of the Grantee; Project Empowerment will reduce HIV transmission among the most underserved populations that are most disproportionately affected by HIV. As indicated by HIV surveillance data, the populations most vulnerable to HIV are Black/African American (AA) and Latinx. Project Empowerment recognizes the strength and resilience of Black/AA and Latinx communities and intends to build up and empower these diverse communities that have been underserved by existing HIV prevention and health care systems by leveraging resources to focus on serving these communities. Project Empowerment supports the strategic planning and implementation of innovative and culturally responsive programs that reduce health inequities, HIV related stigma, medical mistrust, and barriers to HIV prevention, care, and treatment services. Through trauma-informed care approaches, projects will advance community health and wellness while understanding the current and historical trauma that adversely impacts Black/AA and Latinx health outcomes.

GRANT AMOUNT: The maximum amount payable under this Grant Agreement shall not exceed the amount of \$500,000.00

TERM OF GRANT AGREEMENT: The term of the Grant shall begin on October 1, 2024 or upon approval, whichever is later and terminates on June 30, 2028. No funds may be requested or invoiced for services performed or costs incurred after June 30, 2028.

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

California Department of Public Health	County of Stanislaus
Jesse Peck, HIV Prevention Branch Chief Telephone: (916) 449-5825 Email: jesse.peck@cdph.ca.gov	Barbara Vassell, Manager Telephone: (209) 558-7533 Email: Bvassell@schsa.org

Direct all inquiries to the following representatives:

California Department of Public Health	County of Stanislaus
Katrina Gonzales, Program Adviser 1616 Capitol Avenue, Suite 616, MS 7700 Sacramento, CA 95814 Email: katrina.gonzales@cdph.ca.gov	Daniel Martin, Coordinator 917 Oakdale Road Modesto, CA 95353 Telephone: 209-596-2186 Email: Dmartin@schsa.org

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

Remittance Address
County of Stanislaus Cashier – Diego Aguiniga P.O. Box 3271 Modesto, CA. 95355 Telephone: 209 558-4512 Email: daguiniga@schsa.org

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

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

- Exhibit A LETTER OF AWARD
- Exhibit AI LIST OF ALLOCATIONS
- Exhibit B BUDGET DETAIL AND PAYMENT PROVISIONS
- Exhibit BI ADVANCE PAYMENT PROVISIONS
- Exhibit C STANDARD GRANT CONDITIONS
- Exhibit D ADDITIONAL PROVISIONS
- Exhibit E INFORMATION PRIVACY AND SECURITY REQUIREMENTS
- Exhibit F CONTRACTOR'S RELEASE

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

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

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

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

Executed By:

Date:

Heather Duvall, Managing Director
County of Stanislaus
917 Oakdale Road
Modesto, CA 95353

Date:

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

APPROVED AS TO FORM
Thomas E. Boze, County Counsel
Lori Sicard
Lori Sicard (Mar 18, 2025 09:25 PDT)
Lori Sicard, Deputy County Counsel



TOMÁS J. ARAGÓN, MD, DrPH
Director and State Public Health Officer

State of California—Health and Human Services Agency
California Department of Public Health



GAVIN NEWSOM
Governor

Exhibit A
Letter of Award

September 1, 2024

Stanislaus County Health Services Agency
Attn: Barbara Vassell
Manager
917 Oakdale Road
Modesto, CA 95353

Dear Barbara Vassell,

The California Department of Public Health (CDPH), Center for Infectious Diseases, Office of AIDS (OA), HIV Prevention Branch, intends to grant Stanislaus County Health Services Agency \$125,000 annually for the period of July 1, 2024, through June 30, 2028, to provide Project Empowerment services in an effort to reduce HIV transmission among the most underserved populations that are most disproportionately affected by HIV. As indicated by HIV surveillance data, the populations most vulnerable to HIV are Black/African American (AA) and Latinx. Project Empowerment recognizes the strength and resilience of Black/AA and Latinx communities and intends to build up and empower these diverse communities that have been underserved by existing HIV prevention and health care systems by leveraging resources to focus on serving these communities.

The intended outcomes for Project Empowerment include increasing knowledge of HIV status, increasing linkage to and retention in HIV care, increasing viral suppression, increasing linkage to and uptake of preexposure prophylaxis (PrEP) and postexposure prophylaxis (PEP), and increasing access to harm reduction and/or syringe services programs.

OA intends to grant funding in the following **Tiers** listed below with a more detailed description of service provision included in the awardee activities list and application submission.

Tier 1 Objectives:

- Increase the number of Black/AA or Latinx people who know their serostatus
- Increase the number of Black/AA or Latinx people who are vulnerable to HIV on PrEP
- Increase the number of AA/Black or Latinx people newly diagnosed with HIV who are rapidly linked to HIV medical care (within five days of HIV diagnoses)



- Increase the number of newly HIV diagnosed Black/AA or Latinx people who are virally suppressed within six months of diagnosis
- Increase the number of Black/AA or Latinx people with diagnosed HIV infection who are virally suppressed

Tier 1A (\$250,000)

- Sunburst Project
- TruEvolution

Tier 1B (\$350,000)

- AIDS Healthcare Foundation
- AIDS Project Los Angeles Health
- CAL-PEP

Tier 1C (\$500,000)

- REACH LA
- Sacramento LGBT Community Center
- St. John's Community Health

Tier 2 Objectives:

- Increase staff available to provide culturally appropriate HIV prevention services to Black/AA and Latinx populations.
- Provide staff care activities that are trauma-informed, culturally appropriate and promote a safe work environment.
- Provide opportunities for staff growth and development that empower the individual to better serve Black/AA or Latinx populations, as well as equip them with the necessary skills for career advancement.
- Develop and create sustainable organizational capacity to address the gaps that exist in serving Black/AA and Latinx populations.

Tier 2 (\$150,000)

- AltaMed
- Christie's Place
- East LA Women's Center
- Golden Rule Services
- LA LGBT Center
- Lifelong Medical Care
- Roots Community Health
- Siskiyou County Health and Human Services Agency

Tier 2 (\$125,000)

- Lyon-Martin Community Health Services
- Stanislaus County Health Services Agency

Your assigned Business Analyst will be contacting you to discuss any needed adjustments to the program description and to prepare budget materials. Please remember that the grant agreement is not finalized until it has been fully executed by CDPH's Contract Management Unit.

If you have any questions regarding this letter, you may contact me at jesse.peck@cdph.ca.gov.

Sincerely,

Jesse Peck

Jesse Peck, HIV Prevention Branch Chief
Office of AIDS
California Department of Public Health

Cc: Karin Hill, OA Prevention Branch
Jen Rohde-Budz, OA Prevention Branch
Matthew Willis, OA Prevention Branch

**Exhibit AI
Project Empowerment**

County of Stanislaus
24-10650
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Grantee	Allocations				
	Year 1	Year 2	Year 3	Year 4	Total
Sunburst Project	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$1,000,000.00
TruEvolution	\$250,000.00	\$250,000.00	\$250,000.00	\$250,000.00	\$1,000,000.00
AIDS Healthcare Foundation	\$350,000.00	\$350,000.00	\$350,000.00	\$350,000.00	\$1,400,000.00
AIDS Project Los Angeles Health	\$350,000.00	\$350,000.00	\$350,000.00	\$350,000.00	\$1,400,000.00
CAL-PEP	\$350,000.00	\$350,000.00	\$350,000.00	\$350,000.00	\$1,400,000.00
REACH LA	\$500,000.00	\$500,000.00	\$500,000.00	\$500,000.00	\$2,000,000.00
Sacramento LGBT Community Center	\$500,000.00	\$500,000.00	\$500,000.00	\$500,000.00	\$2,000,000.00
St. John's Community Health	\$500,000.00	\$500,000.00	\$500,000.00	\$500,000.00	\$2,000,000.00
AltaMed	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$600,000.00
Christie's Place	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$600,000.00
East LA Women's Center	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$600,000.00
Golden Rule Services	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$600,000.00
LA LGBT Center	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$600,000.00
Lifelong Medical Care	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$600,000.00
Roots Community Health	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$600,000.00
Siskiyou County Health and Human Services Agency	\$150,000.00	\$150,000.00	\$150,000.00	\$150,000.00	\$600,000.00
Lyon-Martin Community Health Services	\$125,000.00	\$125,000.00	\$125,000.00	\$125,000.00	\$500,000.00
Stanislaus County Health Services Agency	\$125,000.00	\$125,000.00	\$125,000.00	\$125,000.00	\$500,000.00
	\$4,500,000.00	\$4,500,000.00	\$4,500,000.00	\$4,500,000.00	\$18,000,000.00

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. Invoices shall include the Grant Number and shall be submitted either electronically not more frequently than monthly in arrears to:

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

If an advance payment is authorized, the advance payment will occur upon execution of the grant agreement and must follow the provisions as identified in section 4 below within this Exhibit.

- B. 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 Grant Application under this Grant.
- 2) Bear the Grantee's name as shown on the Grant.
- 3) Identify the billing and/or performance period covered by the invoice.
- 4) Itemize costs for the billing period in the same or greater level of detail as indicated in this Grant. Subject to the terms of this Grant, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable and approved by CDPH.

- C. Amount awarded under this Grant is identified in the CDPH 1229 Grant Agreement.

2. Budget Contingency Clause

- A. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State shall have no liability to pay any funds whatsoever to Grantee or to furnish any other considerations under this Agreement and Grantee shall not be obligated to fulfill any provisions of this Agreement.
- B. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this program, the State shall have the option to either cancel this Agreement with no liability occurring to the State or offer an agreement amendment to Grantee to reflect the reduced amount.

3. Prompt Payment Clause

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

Exhibit B
Budget Detail and Payment Provisions

4. Advance Payments

- A. Advance payments are subject to the provisions outlined in Exhibit B Attachment I entitled "Advance Payment Provisions".
- B. Advance payments may be requested up to 25% of the total budgeted amount, the Grantee shall submitting an invoice upon execution of the agreement and shall not exceed the 25% of the total amount. Grantor must liquidate or offset the amount of the advance with invoices before the end of the agreement term. Regular payments thereafter, may be requested not more frequently than once per month in arrears.
- C. If an amendment increases the annual budget total, CDPH may advance up to 25% of any increase. If an amendment decreases the budget total, Grantor agrees to remit to CDPH the appropriate pro-rata share of any funds already advanced and shall do so within thirty (30) calendar days of receiving a re-payment request from CDPH.
- D. Grantor agrees to remit any unexpended advance payment balance to CDPH within forty-five (45) calendar days following the submission of the Grantee's final invoice.

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

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

Exhibit B
Budget Detail and Payment Provisions

7. Proper Use of Funds

A. Proper Use of Funds

- 1) The funds for this grant agreement may be used for the following items, with supportive justification, tracking, and reporting of outcomes:
 - a. Incentives such as low value restricted gift cards (e.g., Walmart, Safeway, transportation vouchers), and/or other Project Empowerment-related incentives.
 - b. Client incentives, such as low value gift cards, may be approved as Behavioral Modification Materials (BMM). BMMs are provided to program participants to motivate and/or reinforce positive behavior and/or involvement in Project Empowerment activities.
 - c. The value of the incentive is limited to \$50.00 of merchandise per person per activity participation in Project Empowerment.
 - d. Current CDPH approvals require the BMM to be justified with scientific proof of behavior change, and be accompanied by a targeted distribution plan, incentive tracking log, and reporting of incentive distribution.
 - e. Incentives cannot be used for the purchase of alcohol, tobacco, or drug or cannabis products.
 - f. There is no prepayment for incentives. The Grantee will only be reimbursed for the total cost of incentives distributed during each month/quarter.
- 2) 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. CDPH reserves the right to conduct audit of such log sheet on a once per year basis and agrees to provide prior notification to Grantee within a reasonable time frame for the scheduling of said audit.

B. The funds for this grant agreement cannot be used for:

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

Exhibit B, Attachment I
Advance Payment Provisions

1. Advance Payment Authority and Limitation

- A. Pursuant to Government Code Section 11019.3, CDPH may authorize advance payment in an amount not to exceed twenty-five percent (25%) of the Grantee's total amount budgeted throughout the term of the agreement.
- B. If the funding is increased by an amendment at any time, CDPH may authorize subsequent advance payments on those amounts provided said cumulative advances do not exceed twenty-five percent (25%) of the Grantee's total budget amount.

2. Conditions for Receiving an Advance Payment

No advance payment shall be issued until:

- A. The Agreement has been approved and fully executed.
- B. The Grantee has met CDPH advance payment eligibility requirements and has submitted proof of eligibility as required by CDPH (i.e., proof of nonprofit status and need for advance funds).
- C. The Grantee has obtained a Commercial Blanket Fidelity Bond equal to or in excess of the amount of the advanced funds. The California Department of Public Health shall be the loss payee on said fidelity bond.
- D. The advance payment issued by the funding program under this agreement, if any, has been fully liquidated or repaid in full. At no time may the sum total of the advance payment exceed 25% percent of the total agreement amount.

3. Separate Bank Account / Management of Funds

- A. Advanced funds received from CDPH must be deposited in an account:
 - 1) Managed by a bank or financial institution that is a member of the FDIC.
 - 2) That is interest bearing.
 - 3) Separate from other fund accounts of the Grantee.
- B. Grantee must forward one set of bank signature cards for this account to the CDPH Program Contract Manager assigned to this agreement. One copy of any new signature cards must be forwarded to the CDPH Program Grantee Manager whenever changes are made to the persons named on the bank signature card within the term of the agreement. The bank signature cards must:
 - 1) Be signed by one or more persons in the Grantee's organization who are authorized to withdraw funds.
 - 2) Indicate that Grantee withdrawals shall be by check only.

Grantee withdrawals do not require countersignature by CDPH.

Exhibit B, Attachment I
Advance Payment Provisions

- 3) Indicate that CDPH withdrawals shall be accompanied by a written CDPH directive and be issued by check only and made payable to the California Department of Public Health.
 - a. Said written directive from CDPH shall indicate the Grantee is in default of its contractual obligations or indicate that cancellation or termination of the Agreement is imminent or has been initiated.
 - b. CDPH withdrawals do not require countersignature by the Grantee.
- C. The Grantee shall transmit to the CDPH Program Grant Manager a copy of an agreement letter from the bank or financial institution in which the bank account is established, clearly setting forth the special character of the account, the responsibilities of the bank thereunder, and whether or not the account is interest bearing. The agreement letter should, at a minimum, indicate:
 - 1) CDPH Agreement number,
 - 2) Name, address of bank or financial institution, and bank account number,
 - 3) If the bank or financial institution is a member of the FDIC,
 - 4) If the account is interest bearing,
 - 5) That the purpose of the account is to only to receive and disburse monies advanced to the Grantee by CDPH,
 - 6) Grantee shall only make withdrawals by check,
 - 7) Bank or financial institution agrees to take the following action upon receipt of a written directive from the California Department of Public Health indicating the Agreement has been or will be cancelled or terminated or that the Grantee is in default:
 - a. Withhold further withdrawals from the account by the Grantee and/or its designees, and
 - b. Allow CDPH designees, named within the directive, to withdraw any and all funds in the above referenced account by check made payable to the California Department of Public Health.
 - 8) Bank disclaimers if deemed appropriate such as the bank will not be responsible for withdrawals meeting the above criteria and/or subsequent use of those funds.
- D. Within thirty (30) calendar days of receiving an advance payment from CDPH, the Grantee must:
 - 1) Notify CDPH in writing that the advanced funds have been placed in an account meeting the requirements stipulated in paragraph 3.A. above.
 - 2) Submit copies of the account signature cards as indicated in paragraph 3.B. above.
 - 3) Submit an agreement letter from the bank or financial institution clearly setting forth the

Exhibit B, Attachment I
Advance Payment Provisions

special character of the account as indicated in paragraph 3.C. above.

4. Fidelity Bond Requirements

- A. The Grantee must obtain a Commercial Blanket Fidelity Bond equal to the amount of the advanced funds.
- B. The California Department of Public Health shall be the loss payee.
- C. Said Bond shall be maintained until all advanced payments have been fully liquidated, offset, or repaid to CDPH.
- D. The Grantee shall submit proof of said documentation to CDPH, upon request.

5. Disbursement of Advanced Funds by CDPH

Advance payments issued by CDPH shall be made by check. Checks shall be payable to the Grantee as named on Agreement and shall be marked "For Deposit Only".

6. Use of Advanced Funds

Advanced funds shall be used solely for the purpose of making payments for allowable costs incurred under the terms and conditions of this Agreement.

7. Returning Interest Earned on Advanced Payments

- A. Any interest accrued from funds advanced under this Agreement shall be identified and returned to CDPH by or before:
 - 1) June 30th of the fiscal year in which the advance was issued, or
 - 2) Prior to the expiration or termination of said Agreement if the Agreement expires or is terminated prior to June 30th.
- B. Place the following information on the face of the interest warrant:
 - 1) CDPH agreement # _____
 - 2) Interest Earned on Advance Payment Account -- Fiscal Year __/__.
- C. Label and address each interest warrant as follows:

California Department of Public Health
Accounting Section
MS 1101
P.O. Box 997415
Sacramento, CA 95899-7415

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

Exhibit B, Attachment I
Advance Payment Provisions

8. Liquidation of Advanced Funds

A. Unless otherwise stipulated in this Agreement, advanced funds shall be liquidated:

- 1) No later than June 30th of the fiscal year in which the advance was issued, or
- 2) Prior to the expiration or termination date or at the time of termination if the Agreement expires or is terminated prior to June 30th,
- 3) According to the repayment schedule that is determined by CDPH and confirmed in writing to the Grantee.

B. If any advanced funds have not been liquidated upon completion or termination of this Agreement, the balance thereof shall be:

- 1) Promptly paid by the Grantee to CDPH upon demand, or
- 2) Deducted from any sum otherwise due to the Grantee from CDPH, or
- 3) Deducted from any sum that may become due to the Grantee from CDPH.

9. Return / Repayment of Advanced Funds

A. The Grantee may, at any time, repay all or any part of the Advanced Payment.

B. CDPH may, at any time, demand full repayment of any unliquidated balance. Upon receipt of such demand, The Grantee shall promptly repay the unliquidated balance.

10. Default Provisions

A. The State, without limiting any rights which it may otherwise have, may in its sole discretion, and upon written notice to the Grantee, withhold further payments under this Agreement, and/or demand immediate repayment of the unliquidated balance of any advance payment hereunder, and/or withdraw all or any part of the advance payment balance in the identified bank account, and/or terminate this Agreement upon occurrence of any of the following events:

- 1) Termination of this Agreement.
- 2) A finding by CDPH that the Grantee:
 - a. Has failed to observe any of the covenants, conditions, or warranties of this exhibit,
 - b. Has failed to comply with any material provision of this Agreement,
 - c. Has failed to make satisfactory progress/performance in completion of the terms and conditions of this Agreement,
 - d. Is in such unsatisfactory financial condition as to endanger performance of this Agreement,

Exhibit B, Attachment I
Advance Payment Provisions

- e. Has allocated resources for the performance of this Agreement that CDPH believes are substantially exceeding the reasonable requirements for performance of this Agreement,
 - f. Is delinquent in payment of taxes, subcontractors, or any other cost of performance of this Agreement in the ordinary course of business.
- B. Appointment of a trustee, receiver or liquidator for all or a substantial part of the Grantee's property, or institution of bankruptcy, reorganization arrangement of liquidation proceedings by or against the Grantee.
- C. Service of any writ of attachment, levy, or execution or commencement of garnishment proceedings.
- D. The commission of an act of bankruptcy.

EXHIBIT C

STANDARD GRANT CONDITIONS

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

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

17. RIGHTS IN DATA: Grantee and the Department agree that all data, plans, drawings, specifications, reports, computer programs, operating manuals, notes, and other written or graphic work submitted under Exhibit A in the performance of the Project funded by this Grant shall be in the public domain. Grantee may disclose, disseminate and use in whole or in part, any final form data and information received, collected, and developed under this Project, subject to appropriate acknowledgment of credit to the Department for financial support. Grantee shall not utilize the materials submitted to the Department (except data) for any profit making venture or sell or grant rights to a third-party who intends to do so. The Department has the right to use submitted data for all governmental purposes.

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

The Department and Grantee agree that any action arising out of this Grant shall be filed and maintained in the Superior Court, California. Grantee waives any existing sovereign immunity for the purposes of this Grant, if applicable.

19. STATE-FUNDED RESEARCH GRANTS:

- A. Grantee shall provide for free public access to any publication of a department-funded invention or department-funded technology. Grantee further agrees to all terms and conditions required by the California Taxpayer Access to Publicly Funded Research Act (Chapter 2.5 (commencing with Section 13989) of Part 4.5 of Division 3 of Title 2 of the Government Code).
- B. As a condition of receiving the research grant, Grantee agrees to the following terms and conditions which are set forth in Government Code section 13989.6 ("Section 13989.6"):
 - 1) Grantee is responsible for ensuring that any publishing or copyright agreements concerning submitted manuscripts fully comply with Section 13989.6.
 - 2) Grantees shall report to the Department the final disposition of the research grant, including, but not limited to, if it was published, when it was published, where it was published, when the 12-month time period expires, and where the manuscript will be available for open access.
 - 3) For a manuscript that is accepted for publication in a peer-reviewed journal, the Grantee shall ensure that an electronic version of the peer-reviewed manuscript is available to the department and on an appropriate publicly accessible database approved by the Department, including, but not limited to, the University of California's eScholarship Repository at the California Digital Library, PubMed Central, or the California Digital Open Source Library, to be made publicly available not later than 12 months after the official date of publication. Manuscripts submitted to the California Digital Open Source Library shall be exempt from the requirements in subdivision (b) of Section 66408 of the Education Code. Grantee shall make reasonable efforts to comply with this requirement by ensuring that their manuscript is accessible on an approved publicly accessible database, and notifying the Department that the manuscript is available on a department-approved database. If Grantee is unable to ensure that their manuscript is accessible on an approved publicly accessible database, Grantee may comply by providing the manuscript to the Department not later than 12 months after the official date of publication.

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

Exhibit D
Additional Provisions

1. Additional Incorporated Documents

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

1. RFA #24-10049:

<https://www.cdph.ca.gov/Programs/CID/DOA/CDPH%20Document%20Library/Project-Empowerment-RFA-24-10049.pdf>

2. 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.

Exhibit D
Additional Provisions

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

3. 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:

Exhibit D
Additional Provisions

- 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.

4. 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

Exhibit D
Additional Provisions

- 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.
 - 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.

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

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

Prior to awarding and executing grant, the State shall conduct its due diligence to determine if the proposed awardee is a named individual or entity on federal and any state Economic Sanctions lists. If the proposed awardee is listed, the State shall refrain from entering into the Grant.

Exhibit D
Additional Provisions

Resources for locating names of sanctioned individuals and entities are available on the DGS Office of Legal Services' webpage: [Ukraine-Russia \(ca.gov\)](#).

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

Exhibit E
Information Privacy and Security Requirements |

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

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

"Breach" means:

 1. the unauthorized acquisition, access, use, or disclosure of CDPH PCI in a manner which compromises the security, confidentiality, or integrity of the information; or
 2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(f).
 - B. Confidential Information: "Confidential information" means information that:
 1. does not meet the definition of "public records" set forth in California Government code section 7920.530, or is exempt from disclosure under any of the provisions of Section 7920.000, et seq. of the California Government code or any other applicable state or federal laws; or
 2. is contained in documents, files, folders, books, or records that are clearly labeled, marked or designated with the word "confidential" by CDPH.
 - C. Disclosure: "Disclosure" means the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the information.

Exhibit E
Information Privacy and Security Requirements |

- 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.
- 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

Exhibit E
Information Privacy and Security Requirements

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.

Exhibit E
Information Privacy and Security Requirements

XI. Breach and Security Incident Responsibilities:

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

Contractor shall take:

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

Exhibit E
Information Privacy and Security Requirements |

- 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.

Exhibit E
Information Privacy and Security Requirements

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

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

Exhibit E
Information Privacy and Security Requirements

- 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.

Exhibit E
Information Privacy and Security Requirements |

Attachment 1
Contractor Data Security Standards

I. Personnel Controls

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

II. Technical Security Controls

A. *Encryption.*

- All desktop computers and mobile computing devices must be encrypted, in accordance with CDPH Cryptographic Standards or using the latest FIPS 140 validated cryptographic modules.
 - All electronic files that contain CDPH PCI must be encrypted when stored on any removable media type device (such as USB thumb drives, CD/DVD, tape backup, etc.), in accordance with CDPH Cryptographic Standards or using the latest FIPS 140 validated cryptographic modules.
 - CDPH PCI must be encrypted during data in-transit and at-rest on all public telecommunications and network systems, and at all points not in the direct ownership and control of the Department, in accordance with CDPH Cryptographic Standards or using the latest FIPS 140 validated cryptographic modules.
- B. *Server Security.*** Servers containing unencrypted CDPH PCI must have sufficient local and network perimeter administrative, physical, and technical controls in place to protect the CDPH information asset, based upon a current risk assessment/system security review.
- C. *Minimum Necessary.*** Only the minimum amount of CDPH PCI required to complete an authorized task or workflow may be copied, downloaded, or exported to any individual device.

Exhibit E
Information Privacy and Security Requirements |

- D. Antivirus software.** Contractor shall employ automatically updated malicious code protection mechanisms (anti-malware programs or other physical or software-based solutions) at its network perimeter and at workstations, servers, or mobile computing devices to continuously monitor and take action against system or device attacks, anomalies, and suspicious or inappropriate activities.
- E. Patch Management.** All devices that process or store CDPH PCI must have a documented patch management process. Vulnerability patching for Common Vulnerability Scoring System (CVSS) "Critical" severity ratings (CVSS 9.0 – 10.0) shall be completed within forty-eight (48) hours of publication or availability of vendor supplied patch; "High" severity rated (CVSS 7.0- 8.9) shall be completed within seven (7) calendar days of publication or availability of vendor supplied patch; all other vulnerability ratings (CVSS 0.1 – 6.9) shall be completed within thirty (30) days of publication or availability of vendor supplied patch, unless prior ISO and PO variance approval is granted.
- F. User Identification and Access Control.** All Contractor workforce members must have a unique local and/or network user identification (ID) to access CDPH PCI. To access systems/applications that store, process, or transmit CDPH PCI, it must comply with SIMM 5360-C Multi-factor Authentication (MFA) Standard and NIST SP800-63B Digital Identity Guidelines. The SIMM 5350-C provides steps for determining the Authenticator Assurance Level (AAL), and a set of permitted authenticator types for each AAL (0-3). Note: MFA requirement does not apply to AAL 0.

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

Should a workforce member no longer be authorized to access CDPH PCI, or an ID has been compromised, that ID shall be promptly disabled or deleted. User ID's must integrate with user role-based access controls to ensure that individual access to CDPH PCI is commensurate with job-related responsibilities.

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

Exhibit E
Information Privacy and Security Requirements |

- G. **CDPH PCI Destruction.** When no longer required for business needs or legal retention periods, all electronic and physical media holding CDPH PCI must be purged from Contractor's systems and facilities using the appropriate guidelines for each media type as described in the prevailing "National Institute of Standards and Technology – Special Publication 800-88" – "Media Sanitization Decision Matrix."
- H. **Reauthentication.** Contractor's computing devices holding, or processing CDPH PCI must comply the Reauthentication requirement, in which a session must be terminated (e.g., logged out) when the specified time is reached. Note: Reauthentication requirement does not apply to Authenticator Assurance Level (AAL) 0.

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

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

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

- I. **Warning Banners.** During a user log-on process, all systems providing access to CDPH PCI, must display a warning banner stating that the CDPH PCI is confidential, system and user activities are logged, and system and CDPH PCI use is for authorized business purposes only. User must be directed to log-off the system if they do not agree with these conditions.
- J. **System Logging.** Contractor shall ensure its information systems and devices that hold or process CDPH PCI are capable of being audited and the events necessary to reconstruct transactions and support after-the-fact investigations are maintained. This includes the auditing necessary to cover related events, such as the various steps in distributed, transaction-based processes and actions in service-oriented architectures. Audit trail information with CDPH PCI must be stored with read-only permissions and be archived for six (6) years after event occurrence. There must protect audit information and audit logging tools from unauthorized access, modification, and deletion. There must also be a documented and routine procedure in place to review system logs for unauthorized access.
- K. **Live Data Usage.** Using live data (production data) for testing and training purposes is not allowed. Synthetic data must be used. If synthetic data cannot be generated and/or used, a de-identification process against the live data must be done to reduce privacy risks to individuals. The de-identification process removes identifying information from a dataset so that individual data cannot be linked with specific individuals. Refer to CHHS Data De-Identification Guidelines.
- L. **Privileged Access Management (PAM).** Contractor who responsible for setting up and maintaining privileged accounts related to CDPH electronic information resources shall comply with the CDPH PAM Security Standard. Information resources include user workstations as well as servers, databases, applications, and systems managed on-premises and on the cloud.

Exhibit E
Information Privacy and Security Requirements

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

III. Audit Controls

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

IV. Business Continuity / Disaster Recovery Controls

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

V. Paper Document Controls

- A. *Supervision of CDPH PCI.*** CDPH PCI in any physical format shall not be left unattended at any time. When not under the direct observation of an authorized Contractor workforce member, the CDPH PCI must be stored in a locked file cabinet, desk, or room. It also shall not be left unattended at any time in private vehicles or common carrier transportation, and it shall not be placed in checked baggage on common carrier transportation.
- B. *Escorting Visitors.*** Visitors who are not authorized to see CDPH PCI must be escorted by authorized workforce members when in areas where CDPH PCI is present, and CDPH PCI shall be kept out of sight of visitors.
- C. *Removal of CDPH PCI.*** CDPH PCI in any format must not be removed from the secure computing environment or secure physical storage of the Contractor, except with express written permission of the CDPH PCI owner.
- D. *Faxing and Printing.*** Contractor shall control access to information system output devices, such as printers and facsimile devices, to prevent unauthorized individuals from obtaining any output containing CDPH PCI. Fax numbers shall be verified with the intended recipient before transmittal.

Exhibit E
Information Privacy and Security Requirements |

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

Contractor's Release

Instructions to Contractor:

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

Submission of Final Invoice

Pursuant to **contract number** 24-10650 entered into between the State of California Department of Public Health (CDPH) and the Contractor (identified below), the Contractor does acknowledge that final payment has been requested via **invoice number(s)** _____, in the **amount(s) of \$** _____ and **dated** _____

If necessary, enter "See Attached" in the appropriate blocks and attach a list of invoice numbers, dollar amounts and invoice dates.

Release of all Obligations

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

Repayments Due to Audit Exceptions / Record Retention

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

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

Recycled Product Use Certification

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

Reminder to Return State Equipment/Property (If Applicable)

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

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

Patents / Other Issues

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

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

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

Signature of Contractor or Official Designee: _____ Date: _____

Printed Name/Title of Person Signing: _____

CDPH Distribution: Accounting (Original) Program

Contractor Certification Clauses *Lori Sicard*


Lori Sicard (Mar 18, 2025 09:25 PDT)

Lori Sicard, Deputy County Counsel

CCC 04/2017

CERTIFICATION

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

Contractor/Bidder Firm Name (Printed)	Federal ID Number
County of Stanislaus	
By (Authorized Signature)	

Printed Name and Title of Person Signing	
Heather Duvall, Managing Director	
Date Executed	Executed in the County of
	Stanislaus

CONTRACTOR CERTIFICATION CLAUSES

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

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

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

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

- 1) the dangers of drug abuse in the workplace;
- 2) the person's or organization's policy of maintaining a drug-free workplace;
- 3) any available counseling, rehabilitation and employee assistance programs; and,
- 4) penalties that may be imposed upon employees for drug abuse violations.

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

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

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

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

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

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

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

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

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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

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

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

CERTIFICATION

I, the official named below, certify under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Proposer/Bidder Firm Name (Printed)	Federal ID Number
County of Stanislaus	■■■■■■■■■■
By (Authorized Signature)	
Printed Name and Title of Person Signing	
Heather Duvall, Managing Director	
Executed in the County of	Executed in the State of
Stanislaus	CA
Date Executed	APPROVED AS TO FORM
	Thomas E. Boze, County Counsel
	<i>Lori Sicard</i>
	<small>Lori Sicard (Mar 18, 2025 09:25 PDT)</small>
	<small>Lori Sicard, Deputy County Counsel</small>



Budget Adjustment Template

Budget Entry Identifier (For department tracking only)	BJV0754-25 HSA Prevention Project Empowerment
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*SC_FUND[.. (4 char)	*SC_COST CENTER[...](7 char)	*SC_ACCOUNT[.. (5 char)	*SC_PROJECT[.. (7 char)	*SC_LOCATION[.. (6 char)	*SC_MISC[.. (6 char)	*SC_INTERFUND[.. (4 char)	*SC_FUTURE[.. (5 char)	Increase to Expense, Decrease to Revenue	Decrease to Expense, Increase to Revenue	Net Increase/(Decrease)	Comment
1402	1420526	50000	0000000	000000	000000	0000	00000	109,668		109,668	Incr Salaries & Wages
1402	1420526	62600	0000000	000000	000000	0000	00000	4,365		4,365	Incr Operating Expenses
1402	1420526	87500	0000000	000000	000000	0000	00000	10,967		10,967	Incr Indirect Expenses
1402	1420526	25000	0000000	000000	000000	0000	00000		125,000	125,000	Incr State Revenue
										-	
										-	
Total								125,000	125,000	250,000	

Explanation: Budgeted adjustment to increase estimated revenues and appropriations for the new Prevention Project Empowerment grant for operations through June 30, 2025.		
Requesting Department	CEO	Auditor-Controller's Office
Brandon Silva	Joshua A. Woolworth	Christopher L Barnes
Prepared by	Approved By	Approved By
1/22/2025	3/14/2025	3/17/2025
Date	Date	Date