STATE OF CALIFORNIA
STANDARD AGREEMENT
STD 213 (CDPH Rev 7/08)

31099

REGISTRATION NUMBER	AGREEMENT NUMBER
	08-85399

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME (Also referred to as CDPH or the State)
California Department of Public Health

CONTRACTOR'S NAME (Also referred to as Contractor)
City of Long Beach

2. The term of this Agreement is: July 1, 2008 through June 30, 2011

3. The maximum amount of this Agreement is: $ 900,000 Nine Hundred Thousand Dollars.

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of this Agreement.

Exhibit A – Scope of Work	4 pages
Exhibit B – Budget Detail and Payment Provisions	4 pages
Exhibit B, Attachment I – Invoice Format	1 page
Exhibit B, Attachment II – HIV-1 Viral Load Test Voucher (Sample)	1 page
Exhibit C * – General Terms and Conditions	GTC 307
Exhibit D (S) – Special Terms and Conditions (Attached hereto as part of this agreement)	18 pages
Exhibit E – Additional Provisions	2 pages
Exhibit F – Contractor's Release	1 page
Exhibit G – HIPAA Business Associate Addendum	7 pages
Exhibit H – SR 1 CDPH- ISO Project Requirements	15 pages

APPROVED AS TO FORM
February 6, 2009
ROBERT E. SHANNON, City Attorney
By _____
LINDA TRANG
DEPUTY CITY ATTORNEY

Items shown above with an Asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.
These documents can be viewed at http://www.ols.dgs.ca.gov/Standard+Language.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

CONTRACTOR'S NAME *(if other than an individual, state whether a corporation, partnership, etc.)*
City of Long Beach

BY *(Authorized Signature)* — DATE SIGNED *(Do not type)*: 2/17/09

PRINTED NAME AND TITLE OF PERSON SIGNING
Patrick H. West, City Manager

ADDRESS
C/O Mimi Lachica, MA, Laboratory Services Officer, Long Beach Public Health Laboratory, 2525 Grand Avenue, Room 260, Long Beach, CA 90815

STATE OF CALIFORNIA

AGENCY NAME
California Department of Public Health

BY *(Authorized Signature)* — DATE SIGNED *(Do not type)*: 4/7/09
Sandra K. Winters, Chief
Contracts and Purchasing Services Section

PRINTED NAME AND TITLE OF PERSON SIGNING
Margie Sunahara, Chief, Contract Management Unit

ADDRESS
1501 Capitol Avenue, Suite 71.5178, MS 1802, PO Box 997377
Sacramento, CA 95899-7377

California Department of General Services Use Only

[X] Exempt per:
OOA Transaction is PCC exempt per applicable Budget Act.

Exhibit A
Scope of Work

1. Service Overview

Contractor agrees to provide to the California Department of Public Health (CDPH) the services described herein.

Under the Department's HIV Therapeutic Monitoring Program (TMP), the Contractor shall process and analyze Viral Load Test specimens (VLTs) to determine the quantity of HIV –1 (RNA copies/ml) in the blood of TMP-eligible individuals in the following three client categories:

A. Early Intervention Program (EIP) clients in State Office of AIDS (OA)-funded EIP sites;

[redacted]

- system and database or where is it stored.

3. System Roles and Relationships

Project will document the organizational structure and relationships between systems managers, systems security personnel, and users, including an estimate of the number of users that will have access to Department information within the system solution and an explanation of their job descriptions.

4. Audit Method Documentation

Project will document the solution's auditing features and provide samples of audit reporting.

5. Retention of Documentation

The system/application maintainers will retain documentation, including audit and activity logs, for a minimum of three years (up to seven years) from the date of its creation or the date it was last in effect, whichever is later.

E. ISO Notifications

1. Security Compliance Notification

As part of each project, assigned staff will document how proposed solution meets or addresses the requirements specified in this document and must be submitted to the Department ISO prior to taking custody of Department owned information.

2. Notification of Changes to Solution

Once a project is approved as final by the ISO, no changes will be made to the project scope, documentation, systems or components without a change approval by the ISO.

3. Notification of Breach or Compromise

The system/application maintainers shall immediately and in writing report to the ISO on any and all breaches or compromises of system and/or information security, and shall take such remedial steps as may be necessary to restore security and repair damage, if any.

In the event of a breach or compromise of system and/or information security, the ISO may require a system/application security audit. The ISO shall review the recommendations from the security audit, and make final decisions on the steps necessary to restore security and repair damage.

The system/application maintainers shall properly implement any and all recommendations of the security audit, as approved by the ISO.