# 34581 <br> CALIFORNIA SEXUALLY TRANSMITTED DISEASES PROGRAM Core STD Program Management Awarded By <br> THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter "Department" TO <br> City of Long Beach, hereinafter "Grantee" Implementing the project "Core STD Program Management," hereinafter "Project" GRANT NUMBER 16-10719 

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

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

PURPOSE: The Department shall provide a grant to and for the benefit of the Grantee. The Grantee will implement evidence-based public health activities to proactively address sexually transmitted diseases within the local health jurisdiction, with an emphasis on the prevention and control of infectious syphilis, congenital syphilis, gonorrhea, and chlamydia trachomatis infection as described and specified in the Scope of Work.

GRANT AMOUNT: The maximum amount payable under this grant shall not exceed ninety-five thousand, four hundred sixty-nine dollars $(\$ 95,469)$.

TERM OF GRANT: The term of the Grant shall begin on July 1, 2016, or upon approval of this grant, and terminates on June 30, 2019. No funds may be requested or invoiced for work performed or costs incurred after June 30, 2019.

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

| California Department of Public Health |  | Grantee: | City of Long Beach |
| :--- | :--- | :--- | :--- |
| Name: | Christine Johnson <br> Grant Manager | Name: | Deborah Owens-Collins <br> Clinic Director |
| Address: | P.O. Box 997377, MS 7320 | Address: | 2525 Grand Avenue |
| City, Zip: | Sacramento, CA 95899-7377 | City, Zip: | Long Beach, CA 90815 |
| Phone: | (916) 552-9796 | Phone: | (562) 570-4379 |
| Fax: | (916) 440-5361 | Fax: | (562) 570-4039 |
| Email: | Christine.Johnson@cdph.ca.gov | Email: | deborah.collins@longbeach.gov |

Direct all inquiries to:

| California Department of Public Health <br> STD Control Branch |  | Grantee: | City of Long Beach |
| :--- | :--- | :--- | :--- |
| Attention: | STD Control Branch | Name: | Belinda Prado <br> HIV/AIDS Surveillance Coordinator |
| Address: | P.O. Box 997377, MS 7320 | Address: | 2525 Grand Avenue |
| City, Zip: | Sacramento, CA 95899-7377 | City, Zip: | Long Beach, CA 90815 |
| Phone: | (916) 552-9796 | Phone: | (562) 570-4213 |
| Fax: | (916) 440-5361 | Fax: | (562) 570-4374 |
| Email: | Christine.Johnson@cdph.ca.gov | Email: | belinda.prado@longbeach.gov |

Either party may change its Project Representative upon written notice to the other party.
STANDARD PROVISIONS. The following exhibits are attached and made a part of this grant by this reference:

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

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

Date:


Date: $\quad 3 / 29 / 17$


| Patrick H. West |  |
| :--- | :--- |
| City Manager |  |
| City of Long Beach |  |
| 2525 Grand Avenue |  |
| Long Beach, CA 90815 | EXECUTED PURSUANT |
| Assistant City Manager THECTION 301 OF |  |
| THE CITY CHARTER. |  |



Yolanda Murillo, Chief
Contracts Management Unit California Department of Public Health 1616 Capitol Avenue, Suite 74.317 P.O. Box 997377, MS 1800-1804

Sacramento, CA 95899-7377

City of Long Beach 1. Service Overview
The Grantee will implement evidence-based public health activities to proactively address Sexually Transmitted Diseases (STD) within the
local health jurisdiction. Particular emphasis should be placed on the prevention and control of infectious syphilis, congenital syphilis,
gonorrhea (GC), and chlamydia trachomatis (CT) infection.
Key strategic targets for STD prevention and control are: implementation of case-based surveillance; assurance of timely access to quality
clinical services; verification of appropriate STD treatment; investigation of reported cases, unusual diseases, or outbreaks; identification
of a STD patient's sexual and social network contacts and referral for examination and/or treatment to prevent further disease
transmission or complications; and health education and health promotion activities to prevent STDs and enhance awareness of
individuals at risk for STD, medical providers, and other service providers within the community.
Funding for the grantees are from a one-time Fiscal Year 2016/2017 appropriation which can be expended or encumbered until June 30 ,
2019 per 4265-111-0001, Provision 6 of the Budget Act 2016/2017, Senate Bill 826, Chapter 23 .
Service Location
The services shall be performed at applicable facilities in the City of Long Beach.
Service Hours
The services shall be primarily provided Monday through Friday, from 8:00 a.m. to 5:00 p.m. and include evenings, weekends, and
holidays as needed.
City of Long Beach

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$16-10719$ Exhibit A
Scope of Work

## Services to be Performed

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## Part 1:

## Goal:

## Core STD Program Management <br> To provide local assis conduct STD surveilla effects of sexually tra through health education policy development and communication.

## C. rantee

| Activities | Performance Indicators/Deliverables <br> *= CDPH will provide biannual reports with indicator | Timeline |
| :---: | :---: | :---: |
| Assure quality case-based surveillance for syphilis, GC, and CT. |  |  |
| A. Adhere to all data security standards and guidelines in accordance with state and federal guidance. (Required activity). | Data security standards and guidelines are in compliance with state and federal guidance. | 7/1/16-6/30/19 |
| B. Provide case-based data to the California Department of Public Health (CDPH) through the use of the California Reportable Disease Information Exchange (CaIREDIE). If CaIREDIE is not available, provide case-based data through other means per agreement between the local STD Control Officer and the STD Control Branch (STDCB) Chief of the Surveillance and Epidemiology Unit. (Required activity). | Completion and closure of syphilis, GC, and CT cases diagnosed in January - June by August 30 of that year in CaIREDIE*. <br> Completion and closure of syphilis, GC, and CT cases diagnosed in July - December by February 28 of that year in CaIREDIE*. | 7/1/16-6/30/19 <br> Semi-annual case closure |

City of Long Beach 16-10719

| Activities | Performance Indicators/Deliverables *= CDPH will provide biannual reports with indicator | Timeline |
| :---: | :---: | :---: |
| C. Assure completeness and accuracy of key variables through local review of surveillance reports and provider follow-up of select GC and early syphilis cases. (Required activity). | Proportion of GC and early syphilis cases with complete data for the following key variables in CaIREDIE: <br> - Treatment Date* <br> - Medication and Dosage* <br> - Race/Ethnicity* <br> - Patient Address ${ }^{*}$ <br> - Provider Name and Address* <br> - Gender of Sex Partners* <br> - HIV Status* <br> - Partner Treatment* <br> Proportion of female syphilis cases with complete provider-confirmed pregnancy status*. | 7/1/16-6/30/19 |
| D. Assure provider reporting of syphilis and GC cases in accordance with state regulations. (Required activity). | Case reporting by providers within 14 days of specimen collection for syphilis and GC*. | 7/1/16-6/30/19 |
| E. Utilize case-based surveillance data through, at a minimum, routine examination of rates and trends by age, gender, race/ethnicity, and other key variables. (Required activity). | Description of activities will be included in the End-ofYear report. | 7/1/16-6/30/19 |
| F. Conduct enhanced surveillance for all priority syphilis cases using medical record data and case interviews as necessary. (Required activity). | Completed interview records for enhanced surveillance on priority syphilis cases: <br> - Early syphilis* <br> - Congenital syphilis* <br> Completion and closure of cases as described in I.B. | $7 / 1 / 16-6 / 30 / 19$ <br> Semi-annual case closure |
| G. Conduct enhanced surveillance on GC cases as part of an investigation of a strain with resistance or decreased susceptibility to antibiotics. (Required activity). | Completed interview records for CA-GISP-assigned GC cases*. <br> Completion and closure of cases as described in I.B. | $7 / 1 / 16-6 / 30 / 19$ <br> Semi-annual case closure |

City of Long Beach

| Exhibit A Scope of Work |  |  |
| :---: | :---: | :---: |
| Activities | Performance Indicators/Deliverables *= CDPH will provide biannual reports with indicator | Timeline |
| H. Conduct enhanced surveillance on GC cases as part of an outbreak or unusual occurrence investigation and/or as part of a geo-targeted assessment and intervention. | Completed interview records for GC cases*. <br> Completion and closure of cases as described in I.B. | $7 / 1 / 16-6 / 30 / 19$ <br> Semi-annual case closure |
| I. Conduct enhanced surveillance on GC cases as part of the California Gonorrhea Surveillance System (CGSS 2.0). | Completed timely and CaIREDIE-entered interview records for CGSS-sampled GC cases*. <br> Completion and closure of cases as described in I.B. | $7 / 1 / 16-6 / 30 / 19$ <br> Semi-annual case closure |
| Optional SOW Narrative: LHJ has new or innovative tasks that are not part of current Section I activities. Describe the specific methoc that will be used to complete the activities selected for this objective. Briefly describe the anticipated scope of the proposed activities, de projected timeline, including the approximate beginning and ending month and year for each major activity. <br> Not applicable. |  |  |
| Conduct health promotion activities for youth at risk of STDs to increase STD/sexual health awareness and conduct primary prevention. |  |  |
| A. Utilize STD data to define local priority populations and/or geographic areas for targeting health promotion efforts, with an emphasis on youth and underserved populations. (Required activity). | Description of activities will be included in the End-ofYear report. | $7 / 1 / 16-6 / 30 / 19$ <br> Report due annually by $7 / 31$ |
| B. Describe existing community resources and identify potential gaps related to STD prevention and education. (Required activity). | Description of activities will be included in the End-ofYear report. | $7 / 1 / 16-6 / 30 / 19$ <br> Report due annually by $7 / 31$ |

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$16-10719$
City of Long Beach

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City of Long Beach

| Exhibit A Scope of Work |  |  |
| :---: | :---: | :---: |
| Activities | Performance Indicators/Deliverables *= CDPH will provide biannual reports with indicator | Timeline |
| Programs may include training, dissemination of resources, and technical assistance. ${ }^{1}$ | visited/trained, and number and types of resources disseminated. |  |
|  <br> G. Monitor quality of local health department STD clinical services including screening rates, treatment, HIV testing of STD cases, partner referral/treatment, epidemiologic treatment of Disease Intervention Specialist (DIS)-referred contacts, and repeat testing rates. (Required activity for local health jurisdictions with health department based STD clinical services.) | Description of activities will be included in the End-ofYear report. <br> Percent of patients diagnosed with GC and early syphilis in STD clinics who were tested for HIV within 30 days prior to or after STD diagnosis*. <br> Percent of those tested (above) who are newlydiagnosed as HIV-infected*. <br> Proportion of GC cases that are retested in 3 months. | $7 / 1 / 16-6 / 30 / 19$ <br> Report due annually by $7 / 31$ |
|  <br> H. Monitor quality of local health department STD clinical services, including linkage to HIV care for newly identified patients with HIV and re-engagement in HIV care for those out of care. | Description of activities will be included in the End-ofYear report. <br> Percent of those newly diagnosed (above) who are linked to HIV care within 90 days of the date of HIV test*. | $\begin{aligned} & 7 / 1 / 16-6 / 30 / 19 \\ & \text { Report due } \\ & \text { annually by } 7 / 31 \end{aligned}$ |
| I. Assess availability of and promote or provide patient-delivered partner therapy (PDPT) for patients diagnosed with CT/GC. | Description of activities will be included in the End-ofYear report. | $7 / 1 / 16-6 / 30 / 19$ <br> Report due annually by $7 / 31$ |
| Optional: Place a checkmark in the box only if Grantee plans to subcontract. <br> J. Subcontract with community-based or other organizations to ensure success of core STD program functions (check box if conducting this activity). ${ }^{1}$ | Subcontract with community or other organizations, if needed. | 7/1/16-6/30/19 |

City of Long Beach

| Exhibit A Scope of Work |  |  |
| :---: | :---: | :---: |
| Activities | Performance Indicators/Deliverables <br> * $=$ CDPH will provide biannual reports with indicator | Timeline |
| Optional SOW Narrative: LHJ has new or innovative tasks that are not part of current Section III activities. Describe the specific method that will be used to complete the activities selected for this objective. Briefly describe the anticipated scope of the proposed activities, de projected timeline, including the approximate beginning and ending month and year for each major activity. <br> Not applicable. |  |  |
| Conduct disease intervention activities, including partner services, for priority STDs to prevent further transmission in the comm from mother-to-child. |  |  |
| A. Process incoming syphilis reactors to determine prioritization for public health action, conduct record searching, and data entry. (Required activity). | Median number of days between report and initiation of reactors, stratified by priority alert value. | 7/1/16-6/30/19 |
| B. For priority syphilis reactors (Alert codes red and orange): Contact providers and patients, as needed, to verify diagnosis and treatment and refer untreated patients to care. For females of child-bearing age (ages 15-44) with reactive serological tests, determine pregnancy status and assure timely and appropriate treatment. (Required activity). | Proportion of early syphilis cases, stratified by gender, treated within 14 days of specimen collection*. <br> Proportion of female syphilis cases with complete provider-confirmed pregnancy status*. <br> Proportion of pregnant females with syphilis treated greater than 30 days prior to delivery*. |  |
| C. For early syphilis cases with unknown or negative HIV status: Conduct confirmation of HIV status or facilitation of HIV testing and linkage or reengagement to care. (Required activity). | Proportion of early syphilis cases with documented HIV test within 30 days before or after syphilis diagnosis*. <br> Of those early syphilis cases tested and newly diagnosed with HIV from above, proportion with a | 7/1/16-6/30/19 |

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Exhibit A
Scope of Work

| Activities | Performance Indicators/Deliverables *= CDPH will provide biannual reports with indicator | Timeline |
| :---: | :---: | :---: |
|  | confirmed HIV care medical visit within 90 days of HIV test ${ }^{*}$. |  |
| D. For early syphilis cases that are HIV-infected: Confirm engagement in HIV care or facilitate re-engagement to care. (Required activity). | Proportion of early syphilis/HIV co-infected cases with confirmation of current HIV medical care visit*. <br> Of patients who are known to be HIV-infected and are out of HIV care, proportion who are re-engaged in care through confirmed HIV care medical visit within 90 days of STD diagnosis*. | 7/1/16-6/30/19 |
| E. For all early syphilis cases: Conduct client interview and case management including collection of medical information and client risk information; risk reduction counseling; elicitation of sexual and social network partners; and referral for other services as relevant. (Required activity). | Proportion of early syphilis cases interviewed within 14 and 30 days of specimen collection*. <br> Proportion of early syphilis cases interviewed with at least one partner initiated for notification of exposure*. | 7/1/16-6/30/19 |
| F. For partners of all early syphilis cases: Assure testing and appropriate treatment of sexual and social network partners including notification of exposure to syphilis and HIV and facilitate STD and HIV testing, treatment and linkage or re-engagement to HIV care, as relevant. (Required activity). | Proportion of initiated partners of early syphilis cases that are: <br> - Newly tested for syphilis (among initiated partners)*. <br> - Preventative/prophylactic treated within 14 days of test (among syphilis tested above with negative test and recent exposure) ${ }^{\star}$. <br> - Newly diagnosed with syphilis (among syphilis tested above)*. <br> - Confirmed syphilis treatment within 14 days of syphilis test (among newly diagnosed above) ${ }^{*}$. <br> - Newly tested for HIV (among initiated partners)*. <br> - Newly identified HIV positive (among HIV tested above)*. <br> - Confirmed HIV medical care visit within 90 days of HIV test (among newly diagnosed with HIV)*. |  |

City of Long Beach

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City of Long Beach

| Exhibit A Scope of Work |  |  |
| :---: | :---: | :---: |
| Activities | Performance Indicators/Deliverables <br> *= CDPH will provide biannual reports with indicator | Timeline |
| M. Ensure data entry in CaIREDIE to reflect disease intervention and partner services activities for syphilis, GC, and other STDs determined a priority for public health action. <br> 1. Enter client level demographic, laboratory, clinical, and case investigation activities on relevant CaIREDIE systems tabs. <br> 2. Enter client interview records with enhanced surveillance data, including syphilis interview record and CGSS provider report and patient interview forms. <br> 3. Enter congenital syphilis case report forms, according to guidance and algorithm. <br> 4. Enter sexual and social network partner information and investigation/notification outcomes. (Required activity). | Completion and closure of case report forms, interview records, and partner investigation outcomes in CaIREDIE*. | 7/1/16-6/30/19 <br> Ongoing data entry <br> Case closures as described in I.B. |
| Optional: Place a checkmark in the box only if Grantee plans to $\square$ subcontract. <br> N. Subcontract with community-based or other organizations to ensure success of core STD program functions (check box if conducting this activity). | Subcontract with community or other organizations, if needed. | 7/1/16-6/30/19 |
| Optional SOW Narrative: LHJ has new or innovative tasks that are not part of current Part IV activities. Describe the specific methods will be used to complete the activities selected for this objective. Briefly describe the anticipated scope of the proposed activities, deliver projected timeline, including the approximate beginning and ending month and year for each major activity. <br> Not applicable. |  |  |
| Assure that local STD policies and communications are effective. |  |  |
| A. Promote the presence, relevancy, and accuracy of webpage(s) on health department website with data, links to provider resources, and sexual and reproductive health education materials. (Required activity). | Presence on website, social media, etc. | 7/1/16-6/30/19 |

City of Long Beach
Exhibit A
Scope of Work

| Activities | Performance Indicators/Deliverables *= CDPH will provide biannual reports with indicator | Timeline |
| :---: | :---: | :---: |
| B. Identify and respond to opportunities to educate community partners, policy makers, and the media. (Required activity). | Description of activities will be included in the End-ofYear report. | $7 / 1 / 16-6 / 30 / 19$ <br> Report due annually by $7 / 31$ |
| C. Participate in relevant community coalitions focused on sexual health. (Required activity). | Description of activities will be included in the End-ofYear report. | $7 / 1 / 16-6 / 30 / 19$ <br> Report due annually by $7 / 31$ |
| Optional:Place a checkmark in the box only if Grantee plans to <br> subcontract.$\square$ D.Subcontract with community-based or other organizations to ensure <br> success of core STD program functions (check box if conducting this <br> activity).. | Subcontract with community or other organizations, if needed. | 7/1/16-6/30/19 |
| Optional SOW Narrative: LHJ has new or innovative tasks that are not part of will be used to complete the activities selected for this objective. Briefly describ projected timeline, including the approximate beginning and ending month and <br> Not applicable. | rrent Part V activities. Describe the specific methods he anticipated scope of the proposed activities, deliver ar for each major activity. | approaches that es, and a |

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## 6. Summary of Required Reports and Data

| Frequency | Time Frame | Deadine | Program | Report Recipient |
| :---: | :---: | :---: | :---: | :---: |
| Once | 7/01/16-6/30/19 | 6/30/19 | Core STD Program Management | STDLHJContracts@cdph.ca.gov |
| Biannual | $\begin{gathered} 7 / 1 / 16-12 / 31 / 16 \\ 1 / 1 / 17-6 / 30 / 17 \\ 7 / 1 / 17-12 / 31 / 17 \\ 1 / 1 / 18-6 / 30 / 18 \\ 7 / 1 / 18-12 / 31 / 18 \\ 1 / 1 / 19-6 / 30 / 19 \end{gathered}$ | $\begin{aligned} & 2 / 28 / 17 \\ & 8 / 31 / 17 \\ & 2 / 28 / 18 \\ & 8 / 31 / 18 \\ & 2 / 28 / 19 \\ & 6 / 30 / 19 \end{aligned}$ | STD Case Closure | CalREDIE data system |

## Exhibit B

Budget Detail and Payment Provisions

## 1. Invoicing and Payment

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

Christine Johnson
California Department of Public Health
STD Control Branch
MS 7320
P.O. Box 997377

Sacramento, CA 95899-7377
C. Invoices shall:

1) Be prepared using the newly implemented and required electronic invoice process and template, which will be provided by your CDPH Grant Manager.
2) Invoices must be submitted to CDPH electronically only. Hard copies are not required.
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 agreement. Subject to the terms of this agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this agreement and approved by CDPH.

## 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 the Grantee to reflect the reduced amount.

## Exhibit B

Budget Detail and Payment Provisions

## 3. Prompt Payment Clause

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

## 4. Timely Submission of Final Invoice

A. A final undisputed invoice shall be submitted for payment no more than sixty (60) calendar days following the expiration or termination date of this grant, unless a later or alternate deadline is agreed to in writing by the program Grant Manager. Said invoice should be clearly marked "Final Invoice," indicating that all payment obligations of the State under this grant have ceased and that no further payments are due or outstanding.
B. The State may, at its discretion, choose not to honor any delinquent final invoice if the Grantee fails to obtain prior written State approval of an alternate final invoice submission deadline.

## 5. Travel and Per Diem Reimbursement

Any reimbursement for necessary travel and per diem shall be at the rates currently in effect as established by the California Department of Human Resources (CaIHR).

## 6. Use of Funds / Supplanting

These funds shall be used to supplement and enhance existing local STD program activities and services and shall not replace existing services and activities, prevent the addition of new services and activities, and does not duplicate reimbursement of costs and services received from local funds or other sources.

## Exhibit C

## Standard Grant Conditions

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

## Exhibit C

## Standard Grant Conditions

9. INCOME RESTRICTIONS: Grantee agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Grantee under this grant shall be paid by the Grantee to the Department, to the extent that they are properly allocable to costs for which the Grantee has been reimbursed by the Department under this grant.
10. INDEPENDENT GRANTEE: Grantee, and its agents and employees of Grantee, in the performance of the project, shall act in an independent capacity and not as officers, employees, or agents of the Department.
11. MEDIA EVENTS: Grantee shall notify the Department's Grant Manager in writing at least twenty (20) working days before any public or media event publicizing the accomplishments and/or results of the project and provide the opportunity for attendance and participation by Department's representatives.
12. NO THIRD-PARTY RIGHTS: The Department and Grantee do not intend to create any rights or remedies for any third-party as a beneficiary of this grant or the project.
13. NOTICE: Grantee shall promptly notify the Department's Grant Manager in writing of any events, developments, or changes that could affect the completion of the project or the budget approved for this grant.
14. PROFESSIONALS: Grantee agrees that only licensed professionals will be used to perform services under this grant where such services are called for.
15. RECORDS: Grantee certifies that it will maintain project accounts in accordance with generally accepted accounting principles. Grantee further certifies that it will comply with the following conditions for a grant award as set forth in the 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.

## Exhibit C

## Standard Grant Conditions

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: 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 departmentfunded 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.

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 peerreviewed manuscript is available to the department an on an appropriate publicly accessible database approved by the Department, including, but not limited to, the University of California's eScholoarship Repository at the California Digital Library, to be made publicly available not later than 12 months after the official date of publication. Manuscripts submitted to

## Exhibit C

## Standard Grant Conditions

the California Digital Open Source Library shall be exempt from the requirements in subdivision (b) of Section 66408 of the Education Code. Grantee shall make reasonable efforts to comply with this requirement by ensuring that their manuscript is accessible on an approved publicly accessible database, and notifying the Department that the manuscript is available on a department-approved database. If Grantee is unable to ensure that their manuscript is accessible on an approved publicly accessible database, Grantee may comply by providing the manuscript to the Department not later than 12 months after the official date of publication.
4) For publications other than those described in paragraph B. 3 above, including meeting abstracts, Grantee shall comply by providing the manuscript to the Department not later than 12 months after the official date of publication.
5) Grantee is authorized to use grant money for publication costs, including fees charged by a publisher for color and page charges, or fees for digital distribution.

## Exhibit D Additional Provisions

## 1. Cancellation/Termination

A. This grant may be cancelled by CDPH without cause upon thirty (30) calendar days advance written notice to the Grantee.
B. CDPH reserves the right to cancel or terminate this grant immediately for cause. The Grantee may submit a written request to terminate this grant only if CDPH substantially fails to perform its responsibilities as provided herein.
C. The term "for cause" shall mean that the Grantee fails to meet the terms, conditions, and/or responsibilities of this agreement. Causes for termination include, but are not limited to, the following occurrences:

1) If the Grantee knowingly furnishes any statement, representation, warranty, or certification in connection with the agreement, which representation is materially false, deceptive, incorrect, or incomplete.
2) If the Grantee fails to perform any material requirement of this grant or defaults in performance of this agreement.
3) If the Grantee files for bankruptcy, or if CDPH determines that the Grantee becomes financially incapable of completing this agreement.
D. Grant termination or cancellation shall be effective as of the date indicated in CDPH's notification to the Grantee. The notice shall stipulate any final performance, invoicing, or payment requirements.
E. In the event of early termination or cancellation, the Grantee shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this grant.
F. In the event of termination, and at the request of $\operatorname{CDPH}$, the Grantee shall furnish all proposals, specifications, designs, procedures, layouts, copy, and other materials related to the services or deliverables provided under this grant, whether finished or in progress on the termination date.
G. The Grantee will not be entitled to reimbursement for any expenses incurred for services and deliverables pursuant to this agreement after the effective date of termination.

## Exhibit D Additional Provisions

H. Upon receipt of notification of termination of this grant, and except as otherwise specified by CDPH, the Grantee shall:

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

## 2. Avoidance of Conflicts of Interest by Grantee

A. CDPH intends to avoid any real or apparent conflict of interest on the part of the Grantee, subgrants, or employees, officers, and directors of the Grantee or subgrants. Thus, CDPH reserves the right to determine, at its sole discretion, whether any information, assertion, or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Grantee to submit additional information or a plan for resolving the conflict, subject to CDPH review and prior approval.
B. Conflicts of interest include, but are not limited to:

1) An instance where the Grantee or any of its subgrants, or any employee, officer, or director of the Grantee or any subgrant has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the grant would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the grant.

## Exhibit D Additional Provisions

2) An instance where the Grantee's or any subgrant's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.
C. If CDPH is or becomes aware of a known or suspected conflict of interest, the Grantee will be given an opportunity to submit additional information or to resolve the conflict. A Grantee with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by CDPH to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating the grant. CDPH may, at its discretion upon receipt of a written request from the Grantee, authorize an extension of the timeline indicated herein.
