

35511
CALIFORNIA SEXUALLY TRANSMITTED DISEASES PROGRAM

STD Program Management

Awarded By

THE CALIFORNIA DEPARTMENT OF PUBLIC HEALTH, hereinafter "Department"

TO

City of Long Beach, hereinafter "Grantee"

Implementing the project "Core STD Program Management," hereinafter "Project"

GRANT AGREEMENT NUMBER 19-10545

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

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

PURPOSE: The Department shall provide a grant to and for the benefit of the Grantee. The purpose of the grant is to 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 Four Hundred Fifty-Five Thousand, Fifty Dollars (\$455,050).

TERM OF GRANT AGREEMENT: The term of the Grant shall begin on July 1, 2019 and terminates on June 30, 2024. No funds may be requested or invoiced for services performed or costs incurred after June 30, 2024.

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

California Department of Public Health	Grantee: City of Long Beach
Name: Karlo Estacio Chief, Business Operations Support Section	Name: Belinda Prado HIV/STD 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) 552-9820	Phone: (562) 570-4213
Fax: (916) 440-5106	Fax: (562) 570-4374
Email: Karlo.Estacio@cdph.ca.gov	Email: belinda.prado@longbeach.gov

Direct all inquiries to:

California Department of Public Health STD Control Branch	Grantee: City of Long Beach
Attention: Christine Johnson Grant Manager	Name: Belinda Prado HIV/STD 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) 636-6454	Fax: (562) 570-4374
Email: Christine.Johnson@cdph.ca.gov	Email: belinda.prado@longbeach.gov

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

Grantee:	City of Long Beach
Attention "Cashier:"	Dr. Anissa Davis Health Officer
Address:	2525 Grand Avenue, Room 280
City, Zip:	Long Beach, CA 90815
Phone:	(562) 570-4047
Fax:	(562) 570-4049
Email:	anissa.davis@longbeach.gov

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

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

Exhibit A	SCOPE OF WORK
Exhibit B	BUDGET DETAIL AND PAYMENT PROVISIONS
Exhibit C	STANDARD GRANT CONDITIONS
Exhibit D	ADDITIONAL PROVISIONS
Exhibit E	STD LOCAL ASSISTANCE FUNDS – STANDARDS AND GENERAL TERMS AND CONDITIONS
Exhibit F	CALIFORNIA STD AND ENHANCED HIV/AIDS CASE REPORTING SYSTEM DATA USE AND DISCLOSURE 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 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: 1/21/2020

Rebecca G. Ganner for

Thomas B. Modica
Acting, City Manager
City of Long Beach
411 W Ocean Boulevard
Long Beach, CA 90802
EXECUTED PURSUANT
TO SECTION 301 OF
THE CITY CHARTER

Date: 1/30/2020

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

APPROVED AS TO FORM
January 15, 2020
CHARLES PARKIN, City Attorney

By Taylor M. Anderson
TAYLOR M. ANDERSON
DEPUTY CITY ATTORNEY

Exhibit A Scope of Work

1. Service Overview

The Grantee will implement public health activities to monitor, investigate, and prevent Sexually Transmitted Diseases (STD) within the local health jurisdiction. California Department of Public Health (CDPH) STD surveillance data indicate that over the past five years, there were continued increases in infectious syphilis, congenital syphilis, gonorrhea, and chlamydia trachomatis infection across the state. The increases in syphilis among women, including pregnant women, and the devastating impact of congenital syphilis is of particular concern. Local health jurisdictions should use these funds to augment local funding for comprehensive STD prevention and control activities.

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.

2. Service Location

The services shall be performed at applicable facilities in the City of Long Beach.

3. Service Hours

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

4. Services to be Performed: Core STD Program Management

Part I: Surveillance: Assure quality case-based surveillance.

Activities	Performance Indicators/Deliverables	Timeline
A. Assure completeness and accuracy of key data variables through review of laboratory and provider reports, surveillance system documentation, and public health follow-up of early syphilis cases.	<p>Key population specific variables are as follows:</p> <p>For females – all stages of syphilis:</p> <ul style="list-style-type: none"> • Proportion of early syphilis cases with complete data for the following key variables: <ul style="list-style-type: none"> ➤ Pregnancy status (females ages 12-44) ➤ Estimated Date of Delivery (EDD), if pregnant ➤ Treatment date, stage-appropriate medication and dosage ➤ HIV status 	07/01/19 – 06/30/24

Exhibit A
Scope of Work

Part II: Disease Intervention: Conduct disease intervention and partner services to prevent further transmission (community and mother-child).

Activities	Performance Indicators/Deliverables	Timeline
<p>A. Ensure timely investigation of all reported reactive serologic tests for syphilis (reactors):</p> <ol style="list-style-type: none"> 1. Process syphilis reports using the Syphilis Reactor Alert System (SRAS) Guide to identify priority reactors for investigation, including reactors among females of reproductive age (12-44 years old), all reactors among neonates and children, reactors with titers of 1:32 and above regardless of gender or age, and all primary and secondary syphilis cases reported regardless of gender or age. 2. Conduct record search on all incoming syphilis reactors regardless of gender or age, including searching the surveillance registry to determine history of syphilis, verify adequate treatment status at appropriate intervals including appropriate intervals between doses among females, and assess post-treatment titer levels. 3. Obtain data from medical providers or electronic medical record searches to verify patient's diagnosis, signs and symptoms at time of exam, syphilis tests, and stage-appropriate treatment for priority reactors as determined by the SRAS. 	<ul style="list-style-type: none"> • Using template provided by CDPH STD Control Branch, indicate LHJ priorities for public health follow-up of syphilis reactors. • Proportion of all early syphilis cases that are treated appropriately within 7 days of initial report to local health department. 	<p>07/01/19 – 06/30/24</p>

Exhibit A
Scope of Work

Activities	Performance Indicators/Deliverables	Timeline
<p>3. Ensure that female sexual and needle sharing partners of male early syphilis cases receive:</p> <ul style="list-style-type: none"> • notification of exposure or risk for syphilis; • timely syphilis testing and stage-appropriate treatment, according to CDC STD Treatment Guidelines; • referrals to prenatal care or family planning services, as needed; • timely testing for HIV and linkage to HIV care, as needed; • comprehensive interview, including contact tracing/partner elicitation, for those newly diagnosed. 		
<p>C. Facilitate congenital syphilis case management:</p> <ol style="list-style-type: none"> 1. Document birth outcomes for all pregnant females with syphilis. 2. Ensure that all neonates exposed to syphilis receive a comprehensive medical evaluation for evidence of congenital syphilis, per CDC STD Treatment Guidelines. 	<ul style="list-style-type: none"> • Proportion of pregnant female syphilis cases (all stages) with documentation of birth outcome on the Congenital Syphilis Case Report Form. • Proportion of pregnant female syphilis cases (all stages) who did not deliver a baby with congenital syphilis (Congenital Syphilis Prevention Ratio). • Proportion of neonates exposed to any stage of syphilis with appropriate infant medical evaluation and treatment per CDC recommendations, including neonates that are classified as congenital syphilis stillbirths, confirmed cases, probable cases, and non-cases. 	<p>07/01/19 – 06/30/24</p>

Exhibit A
Scope of Work

Activities	Performance Indicators/Deliverables	Timeline
conditions such as lymphogranuloma venereum or ocular syphilis.	<ul style="list-style-type: none"> ➤ Sexual and social network investigation ➤ Field investigation, community outreach and screening events 	
<p>Optional: Place a checkmark in the box only if Grantee plans to subcontract.</p> <p><input type="checkbox"/> F. Subcontract with community-based or other organizations to ensure success of core STD program functions (check box if conducting this activity).</p>	Subcontract with community or other organizations, if needed.	

Optional SOW Narrative: LHJ has new or innovative tasks that are not part of current Part II activities. Describe the specific methods and approaches that will be used to complete the activities selected for this objective. Briefly describe the anticipated scope of the proposed activities, deliverables, and a projected timeline, including the approximate beginning and ending month and year for each major activity.

Activities	Performance Indicators/Deliverables	Timeline
Not applicable		

Exhibit A
Scope of Work

Activities	Performance Indicators/Deliverables	Timeline
Optional: Place a checkmark in the box only if Grantee plans to subcontract. <input type="checkbox"/> D. 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.	07/01/19 – 06/30/24

Optional SOW Narrative: LHJ has new or innovative tasks that are not part of current Part III activities. Describe the specific methods and approaches that will be used to complete the activities selected for this objective. Briefly describe the anticipated scope of the proposed activities, deliverables, and a projected timeline, including the approximate beginning and ending month and year for each major activity.

Activities	Performance Indicators/Deliverables	Timeline
Not applicable		

Part IV: Health Promotion: Increase STD/sexual health awareness and primary prevention.

Activities	Performance Indicators/Deliverables	Timeline
OPTIONAL ACTIVITY: Place a checkmark in the box only if Grantee plans to participate in this activity. <input type="checkbox"/> A. Collect and review data to understand root causes of disparities in the local community; develop a plan to address disparities among African American and Latino/a populations.	<ul style="list-style-type: none"> • Description of activities in the End-of-Year Report, including: <ul style="list-style-type: none"> ➢ description of local disparities ➢ number of collaborator sites ➢ activities to address disparities ➢ other relevant program outcomes 	07/01/19 – 06/30/24

Exhibit A
Scope of Work

	Activities	Performance Indicators/Deliverables	Timeline
<p>Optional:</p> <p>Place a checkmark in the box only if Grantee plans to subcontract.</p> <p><input type="checkbox"/> E. Subcontract with community-based or other organizations to ensure success of core STD program functions (check box if conducting this activity).</p>		Subcontract with community or other organizations, if needed.	07/01/19 – 06/30/24

Optional SOW Narrative: LHJ has new or innovative tasks that are not part of current Part IV activities. Describe the specific methods and approaches that will be used to complete the activities selected for this objective. Briefly describe the anticipated scope of the proposed activities, deliverables, and a projected timeline, including the approximate beginning and ending month and year for each major activity.

Activities	Performance Indicators/Deliverables	Timeline
Not applicable		

Exhibit A
Scope of Work

Optional SOW Narrative: LHJ has new or innovative tasks that are not part of current Part V activities. Describe the specific methods and approaches that will be used to complete the activities selected for this objective. Briefly describe the anticipated scope of the proposed activities, deliverables, and a projected timeline, including the approximate beginning and ending month and year for each major activity.

Activities	Performance Indicators/Deliverables	Timeline
Not applicable		

5. Summary of Required Reports and Data

Frequency	Timeframe	Deadline	Activities	Report Recipient
Annual	07/01/2019 – 06/30/2024	07/31/2020 07/31/2021 07/31/2022 07/31/2023 06/30/2024	Part II – V	STD@LHJContracts@cdph.ca.gov
Ongoing	7/01/2019 – 6/30/2024	Ongoing, within 45 days of report to the LHJ	STD Case Closure	CalREDIE data system, or by other means per agreement between the local STD Control Officer and the STDCB.

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

A. Upon completion of project activities as provided in Exhibit A, Scope of Work, and upon receipt and approval of the invoices, the State agrees to reimburse the Grantee for activities performed and expenditures incurred in accordance with the costs specified herein.

B. Invoices shall include the Grant Number and shall be submitted in duplicate not more frequently than quarterly in arrears to:

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

C. Invoices shall:

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

D. Invoices must be submitted no more than forty-five (45) calendar days after the end of each quarter unless a later or alternate deadline is agreed to in writing by the program Grant Manager.

2. Budget Contingency Clause

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

Exhibit B
Budget Detail and Payment Provisions

- C. In accordance with California Assembly Bill 1887 (Chapter 687, Statutes of 2016), and Government Code Section 11139.8, travel is prohibited to states that, enact the following after June 26, 2015:

1. A law that voids or repeals, or has the effect of voiding or repealing, existing state or local protections against discrimination on the basis of sexual orientation, gender identify, or gender expression.
2. A law that authorizes or requires discrimination against same-sex couples or their families or on the basis of sexual orientation, gender identify, or gender expression.
3. A law that creates an exemption to antidiscrimination laws in order to permit discrimination against same-sex couples or their families or on the basis of sexual orientation, gender identify, or gender expression.

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

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

7. Use of Funds / Supplanting

These funds shall be used to supplement and enhance existing local 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.

8. Proper Use of Funds

- A. The funds for this grant agreement may be used for:
1. Local health jurisdiction staff to support STD prevention and control activities.
 2. Out-of-state travel to conferences and meetings, except to prohibited states as provided in 6.C. above. Travel costs may include travel and per diem for local leadership and other relevant staff (listed in the budget as in-kind support) to attend the Annual California STD HIV Controllers Association Membership Meeting, Annual STDCB Statewide Meeting (e.g., Congenital Syphilis Prevention Forum), National STD Prevention Conference, or other national forums as relevant. Prior written approval for out-of-state travel approval must be obtained from STDCB and shall not exceed five (5) percent of the total annual budget of this grant agreement.
 3. In-state travel to support local capacity building, except to prohibited states as provided in 6.C. above. This includes training course fees, travel, and per diem to support enhancement of knowledge, skills, and abilities of Disease Intervention Workforce (e.g., Passport to Partner Services, Phlebotomy, Cultural Humility), or other staff essential to STD prevention and control.

Exhibit B

Budget Detail and Payment Provisions

6. The purchase, lease, or other support of county vehicles or mobile testing units.
7. Construction, renovation, improvement, or repair of property.

Exhibit C

Standard Grant Conditions

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

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

Exhibit D
Additional Provisions

1. Cancellation / Termination

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

Exhibit D
Additional Provisions

3. Dispute Resolution Process

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

Exhibit F

**CALIFORNIA STD AND ENHANCED HIV/AIDS CASE REPORTING
SYSTEM DATA USE AND DISCLOSURE AGREEMENT**

This California STD and HIV/AIDS Case Reporting System Data Use and Disclosure Agreement (hereinafter referred to as "Agreement") sets forth the information privacy and security requirements that City of Long Beach (hereinafter referred to as "Data Recipient") is obligated to follow with respect to all STD and HIV/AIDS Case Reporting System data, and other personal and confidential information, (as each of these types of data and information are defined herein), disclosed to Data Recipient by the California Department of Public Health (CDPH) (such STD and Enhanced HIV/AIDS Case Reporting System [eHARS] DATA AND OTHER PERSONAL AND CONFIDENTIAL INFORMATION ARE ALSO REFERRED TO HEREIN COLLECTIVELY AS "Protected Data"). This agreement covers Protected Data in any medium (paper, electronic, oral) the Protected Data exist in. By entering into this agreement, CDPH and Data Recipient desire to protect the privacy and provide for the security of all Protected Data in compliance with all state and federal laws applicable to the protected Data. Permission to receive and use Protected Data requires execution of this agreement that describes the terms, conditions, and limitations of Data Recipient's use of the Protected Data.

I. Definitions: For purposes of this agreement, the following definitions shall apply:

A. Breach: "Breach" means:

1. The acquisition, access, use, or disclosure of Protected Data, in any medium (paper, electronic, oral), in violation of any state or federal law or in a manner not permitted under this agreement, that compromises the privacy, security, or integrity of the information. For purposes of this definition, "compromises the privacy, security, or integrity of the information" means to pose a significant risk of financial, reputational, or other harm to an individual or individuals; or
2. The same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(d).

B. Confidential Information: "Confidential Information" means information that:

1. Does not meet the definition of "public records" set forth in California Government Code Section 6252, subdivision (e), or is exempt from disclosure under any of the provisions of Section 6250, et seq. of the California Government Code or any other applicable state or federal laws;
2. Meets the definition of "confidential public health record" set forth in California Health and Safety Code Section 121035, subdivision (c); or
3. Is contained in documents, files, folders, books, or records that are clearly labeled, marked, or designated with the word "confidential" by CDPH.

Exhibit F

**CALIFORNIA STD AND ENHANCED HIV/AIDS CASE REPORTING
SYSTEM DATA USE AND DISCLOSURE AGREEMENT**

- C. Disclosure: "Disclosure" means the release, transfer, provision of, access to, or divulging in any other manner of information. "Disclosure" includes the disclosure, release, transfer, dissemination, or communication of all or any part of any confidential research record orally, in writing, or by electronic means to any person or entity, or providing the means for obtaining the records (California Health and Safety Code Section 121035 and 121125).
- D. eHARS Data: "eHARS data" means data in or from the central registry maintained by CDPH of demographic, clinical, HIV risk behavior, vital status, health facility, and administrative information on all reported HIV infections and AIDS diagnoses in California, known as eHARS. "eHARS data" specifically includes all information contained in or extracted from the following:
1. The CDPH HIV/AIDS Confidential Case Report Form, Adult (CDPH 8641A);
 2. The CDPH HIV/AIDS Confidential Case Report Pediatric Form (CDPH 8641P);
 3. Birth certificate document;
 4. Death document
 5. Laboratory document;
 6. Pre-test document;
 7. Post-test document;
 8. Administrative data (document identification, system dates) from eHARS.
- E. Personal Information: "Personal Information" means information that:
1. By itself, directly identifies, or uniquely describes an individual; or
 2. Creates a substantial risk that it 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, subdivisions (e)(1), (2), or (3); or

Exhibit F

**CALIFORNIA STD AND ENHANCED HIV/AIDS CASE REPORTING
SYSTEM DATA USE AND DISCLOSURE AGREEMENT**

5. Meets the definition of "medical information" set forth in either California Civil Code Section 1798.29, subdivision (f)(2) or California Civil Code Section 56.05, subdivision (g); or
 6. Meets the definition of "health insurance information" set forth in California Civil Code section 1798.29, subdivision (f)(3).
- F. Protected Data: "Protected Data" means data that consists of one or more of the following types of information:
1. "eHARS Data," as defined above; or
 2. "Confidential Information," as defined above; or
 3. "Personal Information," as defined above.
- G. Security Incident: "Security Incident" means:
1. An attempted breach; or
 2. The attempted or successful modification or destruction of Protected Data, in violation of any state or federal law or in a manner not permitted under this agreement; or
 3. The attempted or successful modification or destruction of, or interference with, Data Recipient's system operations in an information technology system, that negatively impacts the confidentiality, availability, or integrity of Protected Data, or hinders or makes impossible Data Recipient's receipt, collection, creation, storage, transmission, or use of Protected Data by Data Recipient pursuant to this agreement.
- H. Use: "Use" means the sharing, employment, application, utilization, examination, or analysis of information.
- II. Background and Purpose: The CDPH Office of AIDS (OA) is designated by the California Health and Safety Code Section 131019 as the lead agency for coordinating state programs, services, and activities relating to HIV/AIDS. The primary mission of OA is to assess, prevent, and interrupt the transmission of HIV and to provide for the needs of infected Californians by identifying the scope and extent of HIV infection, providing for the needs which it creates, and disseminating timely and complete information. OA is responsible for oversight of HIV/AIDS case reporting in California and as such, maintains eHARS, a confidential, central registry of demographic and clinical information on all reported HIV infections and AIDS diagnoses in California. Case counts generated by this reporting system are used to inform funding allocations for such programs and

Exhibit F

**CALIFORNIA STD AND ENHANCED HIV/AIDS CASE REPORTING
SYSTEM DATA USE AND DISCLOSURE AGREEMENT**

activities as the Ryan White Program, Federal Centers for Disease Control and Prevention (CDC) prevention, and surveillance. The Health Resources and Services Administration uses HIV and AIDS case counts to determine Ryan White funding levels. Through Ryan White, California receives funding for a wide variety of health care and support services, which identify and coordinate efforts to assist California's most vulnerable HIV-positive populations. eHARS collects data to support HIV/AIDS surveillance according to CDC standards. Thus, the system is designed to collect, organize, manage, store, and retrieve data CDC has identified as necessary to conduct HIV/AIDS case surveillance statewide.

The purpose of this agreement is to permit exchange of eHARS information between California's local health jurisdictions and CDPH. This exchange is necessitated by California Code of Regulations (Title 17, sections 2502, 2505, and 2641.5 through 2643.20), which dictates that case report information from laboratories and health care providers is reportable to the local health officer who thereafter reports this information to CDPH (a decentralized system). California's decentralized eHARS thus facilitates local as well as CDPH access to eHARS data to facilitate local care, prevention, and surveillance activity, including local application to Federal Ryan White Part A funds and locally tailored prevention services.

- III. Legal Authority for Disclosure and Use of Protected Data: The legal authority for CDPH to collect, use, and disclose Protected Data, and for Data Recipient to receive and use Protected Data is as follows:

A. General Legal Authority:

List of Reportable Diseases and Conditions:

1. California Health and Safety Code Section 120130 provides in part as follows: "The department shall establish a list of reportable diseases and conditions. For each reportable disease and condition, the department shall specify the timeliness of requirements related to the reporting of each disease and condition, and the mechanisms required for, and the content to be included in, reports made pursuant to this section. The list of reportable diseases and conditions may include both communicable and noncommunicable diseases. Those diseases listed as reportable shall be properly reported as required to the department by the health officer....."
2. Title 17, California Code of Regulations, Section 2500, subdivision (g), provides in part as follows: "Upon the State Department of Public Health's request, a local health department shall provide to the department the information reported pursuant to this section....."

Exhibit F

**CALIFORNIA STD AND ENHANCED HIV/AIDS CASE REPORTING
SYSTEM DATA USE AND DISCLOSURE AGREEMENT**

B. California HIV/AIDS-Specific Legal Authority:

1. Disclosure Permitted for Public Health Purposes: California Health and Safety Code Section 121025, subdivision (a) provides as follows: "Public health records relating to [HIV/AIDS], containing personally identifying information, that were developed or acquired by state or local public health agencies, or an agent of such an agency, shall be confidential and shall not be disclosed, except as otherwise provided by law for public health purposes....."
2. Disclosure Permitted to Carry Out the Investigation, Control, or Surveillance Duties of CDPH and Data Recipient: California Health and Safety Code section 121025, subdivision (b), provides as follows: "In accordance with subdivision (g) of Section 121022, a state or local public health agency, or an agent of such an agency, may disclose personally identifying information in public health records ... to other local, state, or federal public health agencies ... when the confidential information is necessary to carry out the duties of the agency ... in the investigation, control, or surveillance of disease, as determined by the state or local public health agency."
3. Further Disclosure Permitted For Public Health Purposes: California Health and Safety Code Section 121025, subdivision (c) provides as follows: "Except as provided in paragraphs (1) to (3), inclusive, any disclosure authorized by subdivision (a) or (b) shall include only the information necessary for the purpose of that disclosure and shall be made only upon agreement that the information will be kept confidential and will not be further disclosed without written authorization, as described in subdivision (a)....."
4. Only Minimum Necessary Disclosure Permitted: California Health and Safety Code Section 121025, subdivision (c), provides as follows: "Any disclosure authorized ... shall include only the information necessary for the purpose of that disclosure....."
5. Agreement Required: California Health and Safety Code Section 121025, subdivision (c), provides as follows: "[Disclosure] shall be made only upon agreement that the information will be kept confidential and will not be further disclosed without written authorization [by the subject of the information]....."

Exhibit F

**CALIFORNIA STD AND ENHANCED HIV/AIDS CASE REPORTING
SYSTEM DATA USE AND DISCLOSURE AGREEMENT**

6. No Liability for HIV/AIDS Reporting: California Health and Safety Code Section 120980, subdivision (i), provides an exemption from liability for disclosure of HIV/AIDS reporting: "Nothing in this section imposes liability or criminal sanction for disclosure of an HIV test, as defined in subdivision (c) of Section 120775, in accordance with any reporting requirement for a case of HIV infection, including AIDS by the [California Department of Public Health]....."
7. AIDS Reporting: Title 17, California Code of Regulations, Section 2502, subdivision (b), provides in part as follows: Title 17, California Code of Regulations, Section 2502, subdivision (b), provides in part as follows: Individual Case and Outbreak Reports: For the diseases listed below, the local health officer shall prepare and send to the Department along with the summary report described in (a) above an individual case or outbreak report for each individual case/outbreak of those diseases which the Department has identified as requiring epidemiological analysis reported pursuant to Section 2500. At the discretion of the director, the required individual case/outbreak report may be either a Confidential Morbidity Report (PM-110 1/90), its electronic equivalent or a hard copy 8.5 x 11 inch individual case/outbreak report form. The Weekly Morbidity by Place of Report form (DHS 8245 11/95) indicates which format to use. Each individual case report shall include the following: 1) verification of information reported pursuant to Section 2500; 2) information on the probable source of infection, if known; 3) laboratory or radiologic findings, if any; 4) clinical signs and/or symptoms, if applicable; and 5) any known epidemiological risk factors..... "An individual case report is required for the following diseases: Acquired Immune Deficiency Syndrome (AIDS)....."
8. HIV Infection Reporting:
 - a. California Health and Safety Code Section 121022, subdivision (a) provides: "To ensure knowledge of current trends in the HIV epidemic and to assure that California remains competitive for federal HIV and AIDS funding, health care providers and laboratories shall report cases of HIV infection to the local health officer using patient names. Local health officers shall report unduplicated HIV cases by name to the [California Department of Public Health]"

Exhibit F

**CALIFORNIA STD AND ENHANCED HIV/AIDS CASE REPORTING
SYSTEM DATA USE AND DISCLOSURE AGREEMENT**

- b. California Health and Safety Code Section 121022, subdivision (f) provides: "State and local health department employees and contractors shall be required to sign confidentiality agreement developed by the department that include information related to the penalties for a breach of confidentiality, and the procedures for reporting a breach of confidentiality....."
- c. California Health and Safety Code section 121023, subdivision (a) provides: "Subject to subdivision (b), each clinical laboratory, as defined in Section 1206 of the Business and Professions Code, shall report all CD4+ T-Cell Test results to the local health officer for the local health jurisdiction where the health care provider facility is located within seven days of the completion of the CD4+ T-Cell test....."
- d. Title 17, California Code of Regulations, Section 2643.15, provides in part as follows: "The local health officer or his or her authorized designee shall match and unduplicate laboratory reports of confirmed HIV tests with the local health department HIV/AIDS registry database and with HIV/AIDS case reports received from health care providers and not entered into the database. The health officer or his or her authorized designee shall, within 45 calendar days of receipt of a laboratory report of a confirmed HIV test, submit unduplicated HIV/AIDS case reports to the Department."

C. Health Insurance Portability and Accountability Act (HIPAA) Authority:

- 1. CDPH HIPAA Status: CDPH is a "hybrid entity" for purposes of applicability of the federal regulations entitled, "Standards for Privacy of Individually Identifiable Health Information," ("Privacy Rule") (Title 45, Code of Federal Regulations, Part 160, 162 and 164) promulgated pursuant to HIPAA (Title 42, United States Code, Sections 1320d – 1320d-8). All of the CDPH programs that collect, use, or disclose Protected Data have been designated by CDPH as HIPAA-covered "health care components" of CDPH. (Title 45, Code of Federal Regulations, Section 164.504(c)(3)(iii).)
- 2. Parties Are "Public Health Authorities": CDPH and Data Recipient are each a "public health authority" as that term is defined in the Privacy Rule, (Title 45, Code of Federal Regulations, Sections 164.501 and 164.512(b)(1)(i).)

Exhibit F

**CALIFORNIA STD AND ENHANCED HIV/AIDS CASE REPORTING
SYSTEM DATA USE AND DISCLOSURE AGREEMENT**

3. Protected Data Use and Disclosure Permitted by HIPAA: To the extent a disclosure or use of Protected Data is a disclosure or use of "Protected Health Information" (PHI) of an individual, as that term is defined in Section 160.103 of Title 45, Code of Federal Regulations, the following Privacy Rule provisions apply to permit such Protected Data disclosure and/or use by CDPH and Data Recipient, without the consent or authorization of the individual who is the subject of the PHI:
 - a. The HIPAA Privacy Rule creates a special rule for a subset of public health disclosures whereby HIPAA cannot preempt state law if, "[t]he provision of state law, including state procedures established under such law, as applicable, provides for the reporting of disease or injury, child abuse, birth, or death, or for the conduct of public health surveillance, investigation, or intervention." (Title 45, Code of Federal Regulations, Section 160.203(c).) [NOTE: See Section IV.A and IV.B, above.]
 - b. A covered entity may disclose PHI to a "public health authority" carrying out public health activities authorized by law (Title 45, Code of Federal Regulations, Section 164.512(b).).
 - c. Other, non-public health-specific provisions of HIPAA may also provide the legal basis for all or specific Protected Data uses and disclosures.
- IV. Disclosure Restrictions: The Data Recipient, and its employees or agents, shall protect from unauthorized disclosure any Protected Data. The Data Recipient shall not disclose, except as otherwise specifically permitted by this agreement, any Protected Data to anyone other than CDPH, except if disclosure is allowed or required by state or federal law.
- V. Use Restrictions: The Data Recipient, and its employees or agents, shall not use any Protected Data for any purpose other than carrying out the Data Recipient's obligations under the statutes and regulations set forth in Section IV, above, or as otherwise allowed or required by state or federal law.
- VI. Safeguards: Data Recipient shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of Protected Data, including electronic or computerized Protected Data. The Data Recipient 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 Data Recipient's operations and the nature and scope of its activities in performing its legal obligations and duties

Exhibit F

**CALIFORNIA STD AND ENHANCED HIV/AIDS CASE REPORTING
SYSTEM DATA USE AND DISCLOSURE AGREEMENT**

(including performance of its duties and obligations under this agreement), and which incorporates the requirements of Section VIII, Security, below. Data Recipient shall provide CDPH with Data Recipient's current and updated policies.

- VII. Security: The Data Recipient shall take all steps necessary to ensure the continuous security of all computerized data systems containing Protected Data. These steps shall include, at a minimum:

- A. Complying with all of the data system security precautions listed in the Data Recipient Data Security Standards set forth in Attachment A to this agreement.
- B. Providing a level and scope of security that is at least comparable to the level and scope of security established by the Office of Management and Budget (OMB) in OMB Circular No. A-130, Appendix III – Security of Federal Automated Information Systems, which sets forth guidelines for automated information systems in Federal agencies; and

In case of a conflict between any of the security standards contained in any of the aforementioned sources of security standards, the most stringent shall apply. The most stringent means that safeguards which provides the highest level of protection to Protected Data from breaches and security incidents.

- VIII. Security Officer: The Data Recipient shall designate a Security Officer to oversee its compliance with this agreement and for communicating with CDPH on matters concerning this agreement.

- IX. Training: The Data Recipient shall provide training on its obligations under this agreement, at its own expense, to all of its employees who assist in the performance of Data Recipient's obligations under this agreement, or otherwise use or disclose Protected Data.

- A. The Data Recipient shall require each employee who receives training to sign a certification, indicating the employee's name and the date on which the training was completed.
- B. The Data Recipient shall retain each employee's written certifications for CDPH inspection for a period of three years following contract termination.

- X. Employee Discipline: Data Recipient shall discipline such employees and other Data Recipient workforce members who intentionally violate any provisions of this agreement, including, if warranted, by termination of employment.

Exhibit F

**CALIFORNIA STD AND ENHANCED HIV/AIDS CASE REPORTING
SYSTEM DATA USE AND DISCLOSURE AGREEMENT**

- XI. Employee/Contractor Security and Confidentiality Agreement: Prior to accessing protected data, Data Recipient employees and contractors will sign CDPH's confidentiality agreement, provide signed copies of these agreements to CDPH and review these agreements annually as required by law (see Attachment B, "Agreement by Employee/Contractor to Comply with Confidentiality Requirements" (CDPH 8689)).
- XII. Breach and Security Incident Responsibilities:
- A. Notification to CDPH of Breach or Security Incident: The Data Recipient shall notify CDPH **immediately by telephone call plus email or fax** upon the discovery of a breach (as defined in this agreement), **or within 24 hours by email or fax** of the discovery of any security incident (as defined in this agreement). Notification shall be provided to the CDPH Program Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer, using the contact information listed in Section XII(E), below. If the breach or security incident occurs after business hours or on a weekend or holiday and involves Protected Data in electronic or computerized form, notification to CDPH shall be provided by calling the CDPH Information Technology Service Desk at the telephone numbers listed in Section XII(E), below. For purposes of this section, breaches and security incidents shall be treated as discovered by Data Recipient as of the first day on which such breach or security incident is known to the Data Recipient, or, by exercising reasonable diligence would have been known to the Data Recipient. Data Recipient shall be deemed to have knowledge of a breach or security incident if such breach or security incident is known, or by exercising reasonable diligence would have been known, to any person, other than the person committing the breach or security incident, who is an employee or agent of the Data Recipient.
- Data Recipient 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: The Data Recipient shall immediately investigate such breach or security incident, and within 72 hours of the discovery, shall inform the CDPH Program Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:

Exhibit F

**CALIFORNIA STD AND ENHANCED HIV/AIDS CASE REPORTING
SYSTEM DATA USE AND DISCLOSURE AGREEMENT**

1. What data elements were involved and the extent of the data 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 Protected Data and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the Protected Data, or to whom it is known or reasonably believed to have had the Protected Data improperly disclosed to them.
 3. A description of where the Protected Data is believed to have been improperly used or disclosed.
 4. A description of the probable causes of the breach or security incident.
 5. Whether California Civil Code Section 1798.29 or any other federal or state laws requiring individual notifications of breaches have been triggered.
- C. Written Report: The Data Recipient shall provide a written report of the investigation to the CDPH Program Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer within five working days of 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 full, 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 of 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 Data Recipient is considered only a custodian and/or non-owner of the Protected Data, Data Recipient 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 of laws. The CDPH Privacy Officer shall approve 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.

Exhibit F

**CALIFORNIA STD AND ENHANCED HIV/AIDS CASE REPORTING
SYSTEM DATA USE AND DISCLOSURE AGREEMENT**

- E. CDPH Contact Information: To direct communications to the above-referenced CDPH staff, the Data Recipient shall initiate contact as indicated herein. CDPH reserves the right to make changes to the contact information below by giving written notice to the Data Recipient. Said changes shall not require an amendment to this agreement.

CDPH Program Manager	CDPH Privacy Officer	CDPH Chief Information Security Officer
See the Scope of Work exhibit for Program Contract Manager	Privacy Officer Privacy Office Office of Legal Services California Dept. of Public Health 1415 L Street, Suite 600 Sacramento, CA 95814 Email: privacy@cdph.ca.gov Telephone: (877) 421-9634	Chief Information Security Officer Information Security Office California Dept. of Public Health P.O. Box 997377, MS6302 Sacramento, CA 95899-7377 Email: cdphiso@cdph.ca.gov Telephone: (855) 500-0016

- XIII. Indemnification: Data Recipient shall indemnify, hold harmless, and defend CDPH from and against any and all claims, losses, liabilities, damages, costs, and other expenses (including attorney fees) that result from or arise directly or indirectly out of or in connection with any negligent act or omission or willful misconduct of Data Recipient, its officers, employees or agents relative to the Protected Data, including without limitation, any violations of Data Recipient's responsibilities under this agreement.
- XIV. Term of Agreement: This agreement shall remain in effect for three years after the latest signature date in the signature block below. After three years, this agreement will expire without further action. If the parties wish to extend this agreement, they may do so by reviewing, updating, and reauthorizing this agreement. The newly signed agreement should explicitly supersede this agreement, which should be referenced by agreement number and date in Section I of the new agreement. If one or both of the parties wish to terminate this agreement prematurely, they may do so upon 30 days advance notice. CDPH may also terminate this agreement pursuant to Section IV or XVII, below.
- XV. Termination for Cause:
- A. Termination Upon Breach: A breach by Data Recipient of any provision of this agreement, as determined by CDPH, shall constitute a material breach of the agreement and grounds for immediate termination of the agreement by CDPH. At its sole discretion, CDPH may give Data Recipient 30 days to cure the breach.

Exhibit F

**CALIFORNIA STD AND ENHANCED HIV/AIDS CASE REPORTING
SYSTEM DATA USE AND DISCLOSURE AGREEMENT**

- B. Judicial or Administrative Proceedings: Data Recipient will notify CDPH if it is named as a defendant in a criminal proceeding related to a violation of this agreement. CDPH may terminate the agreement if Data Recipient is found guilty of a criminal violation related to a violation of this agreement. CDPH may terminate the agreement if a finding or stipulation that the Data Recipient has violated any security or privacy laws is made in any administrative or civil proceeding in which the Data Recipient is a party or has been joined.
- XVI. Return or Destruction of Protected Data on Expiration or Termination: On expiration or termination of the agreement between Data Recipient and CDPH for any reason, Data Recipient shall return or destroy the Protected Data. If return or destruction is not feasible, Data Recipient shall explain to CDPH why, in writing, to the CDPH Program Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer, using the contact information listed in Section XIII(E), above.
- A. Retention Required by Law: If required by state or federal law, Data Recipient may retain, after expiration or termination, Protected Data for the time specified as necessary to comply with the law.
- B. Obligations Continue Until Return or Destruction: Data Recipient's obligations under this agreement shall continue until Data Recipient destroys the Protected Data or returns the Protected Data to CDPH; provided, however, that on expiration or termination of the agreement, Data Recipient shall not further use or disclose the Protected Data except as required by state or federal law.
- C. Notification of Election to Destroy Protected Data: If Data Recipient elects to destroy the Protected Data, Data Recipient shall certify in writing, to the CDPH Program Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer, using the contact information listed in Section XIII(E), above, that the Protected Data has been destroyed.
- XVII. Amendment: The parties acknowledge that federal and state laws relating to information security and privacy are rapidly evolving and that amendment of this agreement 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 Protected Data. Upon CDPH request, Data Recipient agrees to promptly enter into negotiations with CDPH concerning an amendment to this agreement embodying written assurances consistent with new standards and requirements imposed by regulations and other applicable laws. CDPH may terminate this agreement upon 30 days written notice in the event:

Exhibit F

**CALIFORNIA STD AND ENHANCED HIV/AIDS CASE REPORTING
SYSTEM DATA USE AND DISCLOSURE AGREEMENT**

- A. Data Recipient does not promptly enter into negotiations to amend this agreement when requested by CDPH pursuant to this section; or
 - B. Data Recipient does not enter into an amendment providing assurances regarding the safeguarding of Protected Data that CDPH in its sole discretion deems sufficient to satisfy the standards and requirements of applicable laws and regulations relating to the security or privacy of Protected Data.
- XVIII. Assistance in Litigation or Administrative Proceedings: Data Recipient shall make itself and any employees or agents assisting Data Recipient in the performance of its obligations under this agreement available to CDPH at no cost to CDPH to testify as witnesses, or otherwise, 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 Data Recipient, except where Data Recipient or its employee or agent is a named adverse party.
- XIX. Disclaimer: CDPH makes no warranty or representation that compliance by Data Recipient with this agreement will be adequate or satisfactory for Data Recipient's own purposes or that any information in Data Recipient's possession or control, or transmitted or received by Data Recipient, is or will be secure from unauthorized use or disclosure. Data Recipient is solely responsible for all decisions made by Data Recipient regarding the safeguarding of Protected Data.
- XX. Transfer of Rights: Data Recipient has no right and shall not subcontract, delegate, assign, or otherwise transfer or delegate any of its rights or obligations under this agreement to any other person or entity. Any such transfer of rights shall be null and void.
- XXI. No Third-Party Beneficiaries: Nothing expresses or implied in the terms and conditions of this agreement is intended to confer, nor shall anything herein confer, upon any person other than CDPH or Data Recipient and their respective successors or assignees, any rights, remedies, obligations, or liabilities, whatsoever.
- XXII. Interpretation: The terms and conditions in this agreement shall be interpreted as broadly as necessary to implement and comply with regulations and applicable State and Federal laws. The parties agree that any ambiguity in the terms and conditions of this agreement shall be resolved in favor of a meaning that complies and is consistent with federal and state laws.
- XXIII. Survival: The respective rights and obligations of Data Recipient under Sections VII, VIII, and XII of this agreement shall survive the termination or expiration of this agreement.

Exhibit F

**CALIFORNIA STD AND ENHANCED HIV/AIDS CASE REPORTING
SYSTEM DATA USE AND DISCLOSURE AGREEMENT**

- XXIV. Entire Agreement: This agreement constitutes the entire agreement between CDPH and Data Recipient. Any and all modifications of this agreement must be in writing and signed by all parties. Any oral representations or agreements between the parties shall be of no force or effect.
- XXV. Severability: The invalidity in whole or in part of any provisions of this agreement shall not void or affect the validity of any other provisions of this agreement.

Exhibit F

**CALIFORNIA STD AND ENHANCED HIV/AIDS CASE REPORTING
SYSTEM DATA USE AND DISCLOSURE AGREEMENT**

Attachment A

Data Recipient Data Security Standards

1. General Security Controls

- A. **Confidentiality Statement.** All persons that will be working with CDPH PCI must sign a confidentiality statement. The statement must include at a minimum, General Use, Security and Privacy safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to CDPH PCI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for CDPH inspection for a period of three (3) years following contract termination.
- B. **Background check.** Before a member of the Contractor's workforce may access CDPH PCI, Contractor must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk for theft of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.
- C. **Workstation/Laptop encryption.** All workstations and laptops that process and/or store CDPH PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128-bit key or higher. The encryption solution must be full disk unless approved by the CDPH Information Security Office.
- D. **Server Security.** Servers containing unencrypted CDPH PCI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.
- E. **Minimum Necessary.** Only the minimum necessary amount of CDPH PCI required to perform necessary business functions may be copied, downloaded, or exported.
- F. **Removable media devices.** All electronic files that contain CDPH PCI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smart devices tapes etc.). PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher
- G. **Antivirus software.** All workstations, laptops and other systems that process and/or store CDPH PCI must install and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.

Exhibit F

**CALIFORNIA STD AND ENHANCED HIV/AIDS CASE REPORTING
SYSTEM DATA USE AND DISCLOSURE AGREEMENT**

- H. **Patch Management.** All workstations, laptops and other systems that process and/or store CDPH PCI must have operating system and application security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.
- I. **User IDs and Password Controls.** All users must be issued a unique user name for accessing CDPH PCI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password. Passwords are not to be shared, must be at least eight characters, must be a non-dictionary word, must not be stored in readable format on the computer, must be changed every 60 days, must be changed if revealed or compromised, and must be composed of characters from at least three of the following four groups from the standard keyboard:
- Upper case letters (A-Z)
 - Lower case letters (a-z)
 - Arabic numerals (0-9)
 - Non-alphanumeric characters (punctuation symbols)
- J. **Data Sanitization.** All CDPH PCI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PCI is no longer needed.

2. System Security Controls

- A. **System Timeout.** The system must provide an automatic timeout, requiring reauthentication of the user session after no more than 20 minutes of inactivity.
- B. **Warning Banners.** All systems containing CDPH PCI must display a warning banner each time a user attempts access, stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.
- C. **System Logging.** The system must maintain an automated audit trail that can identify the user or system process which initiates a request for CDPH PCI, or which alters CDPH PCI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. This logging must be included for all user privilege levels including, but not limited to, systems administrators. If CDPH PCI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.

Exhibit F

**CALIFORNIA STD AND ENHANCED HIV/AIDS CASE REPORTING
SYSTEM DATA USE AND DISCLOSURE AGREEMENT**

- D. **Access Controls.** The system must use role based access controls for all user authentications, enforcing the principle of least privilege.
- E. **Transmission encryption.** All data transmissions of CDPH PCI outside the contractor's secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128-bit key or higher. Encryption can be end to end at the network level, or the data files containing CDPH PCI can be encrypted. This requirement pertains to any type of CDPH PCI in motion such as website access, file transfer, and E-Mail.
- F. **Intrusion Detection.** All systems involved in accessing, holding, transporting, and protecting CDPH PCI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

3. Audit Controls

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

4. Business Continuity / Disaster Recovery Controls

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

Exhibit F

**CALIFORNIA STD AND ENHANCED HIV/AIDS CASE REPORTING
SYSTEM DATA USE AND DISCLOSURE AGREEMENT**

schedule must be a weekly full backup and monthly offsite storage of CDPH data.

5. Paper Document Controls

- A. **Supervision of Data.** CDPH PCI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. CDPH PCI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.
- B. **Escorting Visitors.** Visitors to areas where CDPH PCI is contained shall be escorted and CDPH PHI shall be kept out of sight while visitors are in the area.
- C. **Confidential Destruction.** CDPH PCI must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PSCI is no longer needed.
- D. **Removal of Data.** CDPH PCI must not be removed from the premises of the Contractor except with express written permission of CDPH.
- E. **Faxing.** Faxes containing CDPH PCI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.
- F. **Mailing.** CDPH PCI shall only be mailed using secure methods. Large volume mailings of CDPH PHI shall be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail must be encrypted with a CDPH approved solution, such as a solution using a vendor product specified on the CALIFORNIA STRATEGIC SOURCING INITIATIVE.