

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



ITEM: 3.27
(ID # 29653)

MEETING DATE:
Tuesday, March 03, 2026

FROM : RUHS-PUBLIC HEALTH

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM-PUBLIC HEALTH: Ratify and Approve Standard Agreement No. 25-10506 with the California Department of Public Health to Implement the Pre-Exposure Prophylaxis Assistance Program Enrollment Services for the Period Performance of January 1, 2026 through December 31, 2029. All Districts [Total cost \$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve Standard Agreement No. 25-10506 with the California Department of Public Health (CDPH) to Implement the Pre-Exposure Prophylaxis Assistance Program (PrEP- AP) enrollment services for the period of performance of January 1, 2026 through December 31, 2029; and
2. Authorize the Chair of the Board to sign the Agreement and the Contractor Certification Clause (CCC) on behalf of the County; and
3. Authorize the Director of Public Health, or designee, based on the availability of fiscal funding and as approved to form by County Counsel, to: (a) sign all amendments that exercise the options of the agreement, including modifications of the statement of work, that stay within the intent of the Agreement; (b) sign all certifications, assurances, reports or other related documents required by CDPH; and authorize the Director of Public Health to accept reimbursement from CDPH for services under the grant agreement.

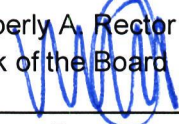
ACTION:A-30, Policy


Kim Saruwatari, Director of Public Health 2/19/2026

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Medina, seconded by Supervisor Gutierrez and duly carried, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Medina, Spiegel, Perez, and Gutierrez
Nays: None
Absent: Washington
Date: March 3, 2026
xc: RUHS-PH

Kimberly A. Rector
Clerk of the Board
By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$0	\$0	\$0	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: N/A			Budget Adjustment: No	
			For Fiscal Year: FY 25/26 – 28/29	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

Riverside University Health System - Public Health (RUHS-PH), Human Immunodeficiency Virus (HIV) and Acquired Immunodeficiency Syndrome (AIDS) Program, has managed numerous HIV and Sexually Transmitted Disease (STD) grants from the California Department of Public Health (CDPH) since 1984. The goals of this Standard Agreement are to: (1) authorize the RUHS-PH Early Intervention program (EIP) Clinic located at 7140 Indiana Ave, Riverside, to become a Pre-Exposure Prophylaxis Assistance Program (PrEP-AP) Enrollment Site; (2) minimize new HIV infections; (3) maximize access to appropriate care, treatment, and support for people at risk for HIV; and (4) reduce HIV/AIDS-related health disparities.

The Standard Agreement would increase PrEP accessibility and uptake of eligible clients who are underserved and uninsured. RUHS-PH will enroll people in the Pre-Exposure Prophylaxis Assistance Program (PrEP-AP) at additional locations in the future.

Impact on Residents and Businesses

Acceptance of this Standard Agreement will allow RUHS-PH to continue providing crucial HIV/AIDS prevention, care, and support services to residents of Riverside County. It will also increase PrEP accessibility and uptake among eligible clients who are uninsured or underinsured and at increased risk for HIV infection, thereby helping to reduce HIV/AIDS-related health disparities and improve overall community health outcomes.

Additional Fiscal Information

All enrollment sites with an executed contract to provide PrEP-AP enrollment services will receive payment(s) per FY for performing the following services, provided the enrollment service includes all the required eligibility forms and verifying documentation:

- New PrEP-AP enrollments: \$100/per new enrollment
- PrEP-AP annual re-enrollments: \$100/per re-enrollment

Contract History

On May 21, 2024, via Minute Order No. 23942, the Board of Supervisors approved Standard Agreement No. 23-10212 between California Department of Public Health (CDPH) and RUHS-Public Health to

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

implement the Pre-Exposure Prophylaxis Assistance Program (PrEP-AP) enrollment services for the performance period of July 1, 2023 through June 30, 2027 in the amount of zero dollars.

ATTACHMENTS:

ATTACHMENT A. Standard Agreement No. 25-10506 with CDPH

ATTACHMENT B. Exhibits A-K

ATTACHMENT C. Enrollment Site Fee-for-Service Pay Schedule

ATTACHMENT D. Contractor Certification Clause


Douglas Cordonez Jr. 2/23/2026


Gregg Gu, Chief of Deputy County Counsel 2/20/2026

Contractor Certification Clauses

CCC 04/2017

APPROVED AS TO
FORM:
MINH C. TRAN
COUNTY COUNSEL
Esen Sainz
By: _____
Esen Sainz
Deputy County Counsel

CERTIFICATION

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

Contractor/Bidder Firm Name (Printed)		Federal ID Number
By (Authorized Signature) <i>Karen S. Spiegel</i>		
Printed Name and Title of Person Signing KAREN SPIEGEL CHAIR, BOARD OF SUPERVISORS		
Date Executed <i>03.03.2026</i>	Executed in the County of <i>Riverside</i>	

ATTEST: *[Signature]* DEPUTY
KIMBERLY A. FEEDOR, Clerk

CONTRACTOR CERTIFICATION CLAUSES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

6. SWEATFREE CODE OF CONDUCT:

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

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

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

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

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

DOING BUSINESS WITH THE STATE OF CALIFORNIA

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

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

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

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

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

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

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

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

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

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

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

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

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

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

5. CORPORATE QUALIFICATIONS TO DO BUSINESS IN CALIFORNIA:

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

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

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

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

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

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







[202573236] 25-10506 - CDPH_PREP-AP

Final Audit Report

2026-01-28

Created:	2026-01-28
By:	Jennifer Munoz (j.munoz@ruhealth.org)
Status:	Signed
Transaction ID:	CBJCHBCAABAAvtnkWXgibd9JevyU100nD80Xk0JBOT3-

"[202573236] 25-10506 - CDPH_PREP-AP" History

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2026-01-28 - 4:07:40 PM GMT
-  Email viewed by esainz@rivco.org
2026-01-28 - 4:40:49 PM GMT- IP address: 104.47.64.254
-  Signer esainz@rivco.org entered name at signing as Esen Sainz
2026-01-28 - 4:44:57 PM GMT- IP address: 158.61.6.3
-  Document e-signed by Esen Sainz (esainz@rivco.org)
Signature Date: 2026-01-28 - 4:44:59 PM GMT - Time Source: server- IP address: 158.61.6.3
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RESOLUTION

BE IT RESOLVED by the Board of Supervisors of the County of Riverside, State of California, in regular session assembled on Tuesday, March 3, 2026, that the Chair is authorized and directed to execute on behalf of said County the Standard Agreement ID: 25-10506 between Riverside County and the California Department of Public Health providing for: Implement the Pre-Exposure Prophylaxis Assistance Program, effective January 1, 2026, through December 31, 2029.

ROLL CALL:

Ayes: Medina, Spiegel, Perez and Gutierrez

Nays: None

Absent: Washington

Abstain: None

The foregoing is certified to be a true copy of a resolution duly adopted by said Board of Supervisors on the date therein set forth.

KIMBERLY A. RECTOR, Clerk of the Board

BY: _____


Deputy

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER 25-10506	PURCHASING AUTHORITY NUMBER (If Applicable)
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1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTOR NAME

County of Riverside

2. The term of this Agreement is:

START DATE

January 1, 2026 or upon CDPH final approval, whichever is later.

THROUGH END DATE

December 31, 2029

3. The maximum amount of this Agreement is:

\$0.00- Not Applicable- Amount Solely Based on Usage

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	20
Exhibit A	Attachment I- Definition of Terms	1
Exhibit B	Budget Detail and Payment Provisions	6
+ -	Exhibit C * General Terms and Conditions	GTC 02/2025
+ -	Exhibit D Special Terms and Conditions	16
+ -	Exhibit E Additional Provisions	3
+ -	Exhibit F Agreement by Employee/Contractor to Comply with Confidentiality Requirements	2
+ -	Exhibit G HIPAA Business Associate Addendum (HIPAA BAA 5-25)	16
+ -	Exhibit H Security Requirements, Protections, and Confidentiality Checklist	2
+ -	Exhibit I ADAP & PrEP-AP Notice of Privacy Practices	5
+ -	Exhibit J Plan for Transporting Confidential CDPH/OA Client Files	5
+ -	Exhibit K Contractor's Release	1

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
 to Riverside County Clerk of the Board, Stop 1010
 Post Office Box 1147, Riverside, Ca 92502-1147
 Thank you.

MAR 03 2026

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SCO ID: 4265 - 2510506

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

25-10506

PURCHASING AUTHORITY NUMBER (If Applicable)

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

County of Riverside

CONTRACTOR BUSINESS ADDRESS

4065 County Circle Drive

CITY

Riverside

STATE

CA

ZIP

92503

PRINTED NAME OF PERSON SIGNING

Karen Spiegel

TITLE

Chair, Board of Supervisors

CONTRACTOR AUTHORIZED SIGNATURE

Karen S. Spiegel

DATE SIGNED

03.03.2020

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Public Health

CONTRACTING AGENCY ADDRESS

1616 Capitol Avenue, Suite 74.262, MS 1802, PO Box 997377

CITY

Sacramento

STATE

CA

ZIP

95899

PRINTED NAME OF PERSON SIGNING

Javier Sandoval

TITLE

Chief, Contracts Management Unit

CONTRACTING AGENCY AUTHORIZED SIGNATURE

Javier Sandoval

DATE SIGNED

3-13-26

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

OA Budget Act 2025

APPROVED AS TO FORM:

MINH C. TRAN
COUNTY COUNSEL

Esen Sainz

By: _____

Esen Sainz
Deputy County Counsel

ATTEST:
KIMBERLY A. RECTOR, Clerk

By _____

DEPUTY

MAR 03 2026 3.27

[202573236] 25-10506 - CDPH_PREP-AP

Final Audit Report

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-  Signer esainz@rivco.org entered name at signing as Esen Sainz
2026-01-28 - 4:44:57 PM GMT - IP address: 158.61.6.3
-  Document e-signed by Esen Sainz (esainz@rivco.org)
Signature Date: 2026-01-28 - 4:44:59 PM GMT - Time Source: server- IP address: 158.61.6.3
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Exhibit A
Scope of Work

1. Service Overview

The California Department of Public Health (CDPH) works to protect the public's health in the Golden State and helps shape positive health outcomes for individuals, families and communities and to advance the health and well-being of California's diverse people and the communities. The Contractor agrees to provide the services described herein and participate as a clinical provider in the Pre-Exposure Prophylaxis Assistance Program (PrEP-AP) Provider Network.

California Health and Safety Code (HSC) section § 131019 designates CDPH, Center for Infectious Diseases, Office of AIDS (OA) as the lead agency within the state responsible for coordinating state programs, services, and activities related to Human Immunodeficiency Virus (HIV) and Acquired Immunodeficiency Syndrome (AIDS).

In order to reduce the incidence of HIV infection among high-risk populations in the State of California, PrEP-AP, authorized by HSC § 120972 and administered by the AIDS Drug Assistance Program (ADAP) Branch, assists at-risk individuals with 1) PrEP-AP related medical costs for uninsured clients; and 2) PrEP-AP related medical co-pays, deductibles, and drug costs not covered by a client's health insurance plan or the manufacturer's assistance program for insured clients.

Refer to Exhibit A, Attachment I, "Definitions of Terms" to review definitions of acronyms and other contract related terms and references.

2. Service Location

The services shall be performed at the following locations:

- RUHS-PH EIP Clinic, Carlos Calderon, MD, 7140 Indiana Ave, Riverside, CA, 92504

3. Service Hours

The services shall be provided during normal Contractor working hours 8:00am to 5:00pm, Monday through Friday, excluding official state holidays.

4. Project Representatives

A. The project representatives during the term of this agreement will be:

California Department of Public Health Alicia Vargas, Chief Program Integrity & Operations Section Telephone: (279) 732-2346 E-mail: Alicia.Vargas@cdph.ca.gov	County of Riverside Kim Saruwatari Public Health Director Telephone: (951) 358-7036 E-mail: ksaruwatari@ruhealth.org
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Exhibit A
Scope of Work

B. Direct all inquiries to:

<p>California Department of Public Health <u>PrEP-AP</u> CDPH/OA Advisor P.O. Box 997426, MS 7704 Sacramento, CA 95899-7426 Telephone: (916) 449-5943 E-mail: PrEP.Support@cdph.ca.gov</p> <p><u>CONTRACTS</u> E-mail: ADAPContracts@cdph.ca.gov</p> <p><u>FISCAL</u> E-mail: ADAPinvoices@cdph.ca.gov</p> <p><u>ADAP Client Services Unit (CSU)</u> Hours: Monday – Friday 8 a.m. to 5 p.m. Telephone: (844) 421-7050 Fax: (844) 421-8008</p>	<p>County of Riverside Site Business Contact Andrea Gallegos Branch Chief- HIV/STD 4065 County Circle Drive Riverside, CA 92503</p> <p>Telephone: (951) 525-4977 E-mail: a.gallegos@ruhealth.org</p>
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C. All payments from CDPH to the Contractor shall be sent to the following address:

<p style="text-align: center;">Remittance Address</p> <p>County of Riverside</p> <p>Attention: "Cashier": RUHS- Fiscal Address: 4065 County Circle Drive, Suite 430, Riverside, CA, 92503</p> <p>Telephone: (951) 358-7448 E-mail: sbrown@ruhealth.org</p>

D. Either party may make changes to the information in Section 4, Project Representatives, by giving written notice to the other party within 30 calendar days of the change. Said changes shall not require an amendment to this agreement but must be maintained as supporting documentation. Note: Remittance address changes will require the contractor to submit a completed CDPH 9083 Governmental Entity Taxpayer ID Form or STD 204 Payee Data Record Form and the STD 205 Payee Data Supplement which can be requested from and submitted to the CDPH Project Representative for processing.

5. Services to Be Performed

The Contractor shall assess clinical eligibility for PrEP and Post-Exposure Prophylaxis (PEP) and prescribe PrEP and PEP in accordance with current Centers for Disease Control and Prevention (CDC) guidelines, with the exception of the recommended frequency of screening for sexually

Exhibit A

Scope of Work

transmitted infections (STIs). The Contractor shall screen PrEP-AP clients for STIs every three months. CDPH/OA recommends STI screening for PrEP-AP clients every three months, as opposed to every six months as recommended by the CDC. Contractors must also provide approved PrEP-AP related clinical services and outpatient treatment for STIs with medication on the PrEP-AP formulary. New uninsured clients, minor clients, and clients with confidentiality concerns without an existing prescription for PrEP shall be referred to a PrEP-AP Network Provider by a PrEP-AP Enrollment Worker for initial clinical assessment for PrEP treatment.

6. Medical Claims Submittal Process

The Contractor shall submit claims electronically to the designated clearinghouse for reimbursement for covered PrEP-AP related services within 180 days of the date of service. Claims sent more than 180 days from the date of service will be denied. Contractors must ensure that PrEP-AP clients will not incur the cost of services that are denied as a result of errors or the untimely submission of claims by the Contractor. If at any time the clearinghouse is unavailable, the Contractor will submit claims directly to OA's medical benefits manager, Pool Administrators, Inc. (PAI). Claims for eligible PrEP-AP related services will be paid within 90 days of receipt.

For reimbursement, all claims must include: 1) an approved current procedural terminology (CPT) code(s) indicating the procedure or counseling session received, and 2) an approved international classification of diseases (ICD)-10 code(s) substantiating the reason for the provider visit as being PrEP-related.

Claims submitted electronically must be sent to the contracted clearinghouse in the standard 837P format.

Claims submitted directly to PAI must be submitted in the standard hardcopy, Form CMS-1500, and must be sent using one of the following methods:

- Mail: PAI-CDPH, 628 Hebron Avenue, Suite 502, Glastonbury, CT 06033
- Fax: 860-724-4599
- Email: CDPHPrEP@pooladmin.com

7. Contractor Responsibilities

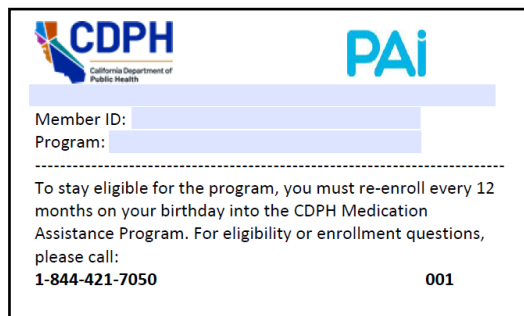
- A. Contractor must be a participant in the 340B Drug Pricing Program. Unless CDPH/OA has granted an exception, any Contractor that does not meet or ceases to meet this requirement is deemed ineligible to provide services and shall be removed from the PrEP-AP Provider Network.
- B. Contractors must either provide in-house laboratory services or must maintain a current contract with an external laboratory that ensures the PrEP-AP client will not incur the cost of laboratory services.
- C. Contractor must ensure all staff have successfully completed required trainings identified by their CDPH/OA Advisor prior to submitting claims.
- D. In accordance with HSC § 120972(e), the CDPH OA PrEP-AP is the payer of last resort. Contractors are required to ensure that claims are not submitted to the PrEP-AP for any drugs

Exhibit A Scope of Work

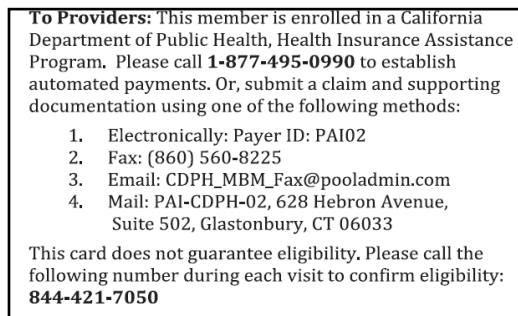
or related services that are available to the recipient under any other private, state, or federal programs, or under any other contractual or legal entitlements. Contractors who also participate as a certified Family Planning, Access, Care, and Treatment (PACT) provider are required to ensure that services covered under Family PACT are billed to Family PACT for eligible individuals. Additionally, Contractors who are found to have billed the PrEP-AP erroneously or where another payer source is found to have existed are required to refund the PrEP-AP within 30 days from the date of discovery.

- E. Contractors must verify client eligibility for the PrEP-AP prior to rendering services. Client eligibility shall be verified by calling the ADAP CSU and confirming eligibility. The ADAP CSU telephone number is printed on the CDPH-PAI eligibility card. New clients referred to a Contractor on the PrEP-AP Provider Network for an initial clinical assessment may not yet have received an eligibility card and will be provided with a PrEP-AP Provider Referral Form. Contractors shall sign and complete the provider/prescriber specific sections as identified on the application by the manufacturer's Patient Assistance Program. Contractor must complete all supplemental forms pertaining to the program to facilitate client enrollment.

See sample CDPH/PAI eligibility card below. Please note this design is subject to change:



The image shows a sample CDPH/PAI eligibility card. It features the CDPH logo (California Department of Public Health) and the PAI logo. The card contains fields for Member ID and Program, both of which are redacted with blue bars. Below these fields, there is a dashed line and a paragraph of text: "To stay eligible for the program, you must re-enroll every 12 months on your birthday into the CDPH Medication Assistance Program. For eligibility or enrollment questions, please call: 1-844-421-7050 001".



This box contains information for providers. It starts with "To Providers: This member is enrolled in a California Department of Public Health, Health Insurance Assistance Program. Please call 1-877-495-0990 to establish automated payments. Or, submit a claim and supporting documentation using one of the following methods:" followed by a numbered list: 1. Electronically: Payer ID: PAI02; 2. Fax: (860) 560-8225; 3. Email: CDPH_MBM_Fax@pooladmin.com; 4. Mail: PAI-CDPH-02, 628 Hebron Avenue, Suite 502, Glastonbury, CT 06033. At the bottom, it states: "This card does not guarantee eligibility. Please call the following number during each visit to confirm eligibility: 844-421-7050".

8. Administrative Requirements

The Contractor shall:

- A. Provide 60-day notice in writing to the assigned CDPH/OA Advisor, via PrEP.Support@cdph.ca.gov, if the Contractor plans no longer to participate in the PrEP-AP Provider Network.
- B. Provide 60-day notice in writing to the assigned CDPH/OA Advisor, via PrEP.Support@cdph.ca.gov, if the Contractor plans to change from an open clinical provider site (one which serves any individual) to a closed or restricted provider site (one which serves only agency-affiliated individuals), or vice versa.
- C. Comply with the provisions as stated in Section 10 of the General Terms and Conditions ([GTC 2/2025](#)). The Contractor shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, sex, or sexual orientation.

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D. Ensure compliance with the provisions as stated in “HIPAA Business Associate Addendum (CDPH HIPAA BAA 5-25)”.

9. Conduct Requirements

Contractors participating in the PrEP-AP Provider Network are required to conduct themselves with a high degree of professionalism and integrity. Contractors are prohibited from accepting financial or other incentives from pharmacies participating in OA’s pharmacy benefits management network to steer clients to a particular pharmacy or pharmacies. Contractors who also have pharmacies operating as a Temporary Coverage Enrollment Site (TCES) under the same legal umbrella must ensure separation of duties and reimbursements to avoid apparent conflicts of interest or patient steering.

Additional examples of misconduct include, but are not limited to:

- i. Knowingly and willfully providing inaccurate or false documentation. *
- ii. Submitting fraudulent or inaccurate claims for payment.
- iii. Verbally abusive, use of derogatory language.
- iv. Unresponsive to CDPH/OA staff and/or client inquiries.

* Knowingly providing inaccurate or false documentation may be in violation of various Penal Code laws and may be subject to violations of the California False Claims Act, which prohibits any person or entity from knowingly making or using a false statement or document to obtain money, property, or services from the State. (See California Government Code § 12650 et. seq.)

10. Audit Requirements

The Contractor shall provide right of access to its facilities to CDPH, or any of its officers, or to any other authorized agent or official of the state of California, at all reasonable times, in order to audit PrEP-AP client charts, monitor and evaluate performance, compliance, and/or quality assurance under this agreement. Contractors found to be out of compliance with PrEP-AP requirements will be required to submit a corrective action plan within 30 days of notification to CDPH. CDPH reserves the right to remove Contractors who are out of compliance from the PrEP-AP Provider Network.

11. Optional Services to be Performed

Client Enrollment Services for the Pre-Exposure Prophylaxis Assistance Program (PrEP-AP).

The Contractor may notify CDPH of its interest in providing PrEP-AP client enrollment services by doing either of the following:

- Submitting a PrEP-AP Clinical Provider application that indicates interest in providing these services; or
- Providing written notice to the Department that the provider seeks to provide this optional service at least six (6) months prior to the termination date of the contract. The contractor must send the notice via email to both PrEP.Support@cdph.ca.gov and ADAPcontracts@cdph.ca.gov

CDPH may deny the Contractor’s request to provide this optional service and may revoke approval for this optional service at any time during the term of this contract.

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In the performance of Client Enrollment Services, Contractor Shall comply with all of the following:

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Enrollment Site Requirements	Timeline	Responsible Party	Performance Measure and/or Deliverables
A.1. ES Business Contact Requirement			
Maintain an Enrollment Site (ES) Business Contact to ensure compliance with the requirements of this contract agreement on behalf of the ES and facilitate required information exchange between the ES, CDPH/OA, and CDPH/OA's online ADAP Enrollment System (AES).	Throughout the life of the contract.	ES Administrator	ES Business Contact name and information must be identified in Exhibit A, Section 4B. Provide written notice to the assigned CDPH/OA Advisor and the Contracts contact immediately regarding any changes.
A.2. Nondiscrimination Requirements			
Comply with the provisions as stated in Section 10 of the General Terms and Conditions, "Nondiscrimination Clause". The ES shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical handicap, medical condition, marital status, age, sex, or sexual orientation.	Throughout the life of the contract.	ES Administrator ES Equal Employment Opportunity (EEO) Officer	ES Administrator and/or EEO Officer name and contact information must be identified in Exhibit A, Section 4A.
A.3. Protected Health Information			
All personnel conducting enrollment services under this agreement must abide by all applicable laws and CDPH/OA guidelines regarding confidentiality of client eligibility files and protected health information (PHI) when accessing or submitting client data.			
i. Ensure compliance with the provisions as stated in Exhibit G "HIPAA Business Associate Addendum (CDPH HIPAA BAA 5-25)".	Throughout the life of the contract. Contractor shall also continue to extend the protections of these provisions to PHI upon termination, cancellation or expiration	ES Business Contact	Notify the assigned CDPH/OA Advisor immediately by phone call plus email when a potential breach has occurred. Enrollment Workers (EWs) may be deactivated if more than two potential breaches occur within a calendar year. An ES may be deactivated if potential breaches are committed by more than two EWs in a calendar year.

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Enrollment Site Requirements	Timeline	Responsible Party	Performance Measure and/or Deliverables
	of the agreement.		
<p>ii. Ensure that all EWs employed by or volunteering at the ES are issued/assigned an Agency email address.</p> <p><i>*To ensure client confidentiality, ES staff are prohibited from using a personal email address (i.e. gmail, yahoo, etc.) for CDPH/OA-related correspondence.</i></p>	At the time of ES activation and throughout the life of the contract.	ES Administrator ES Business Contact	Verified when EW email address is provided to the assigned CDPH/OA Advisor.
<p>iii. Ensure compliance with the provisions as stated in Exhibit I, "ADAP & PrEP-AP Notice of Privacy Practices" and ensure that the notice(s) is posted at the ES.</p>	Throughout the life of the contract.	ES Administrator ES Business Contact	Indicate compliance on Exhibit H, "Security Requirements, Protections, and Confidentiality Checklist". CDPH/OA will verify via visual observation during site visits.
<p>iv. Review and sign the Agreement by Employee/Contractor to Comply with Exhibit F, "Confidentiality Requirements (CDPH 8689)".</p>	At the time of ES/EW activation and annually thereafter.	ES Administrator ES Business Contact ES Managers/ Supervisors ES EW(s)	Submit completed Exhibit F, form CDPH 8689 via the AES for each staff.
<p>v. Ensure that only certified EWs have access to client eligibility file information, unless otherwise authorized by law.</p> <p><i>* Please refer to the Confidentiality Tables and Information Flows to determine the information sharing</i></p>	Throughout the life of the contract.	ES Administrator ES Business Contact	Notify the assigned CDPH/OA Advisor immediately by phone call plus email when a potential breach has occurred.

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Enrollment Site Requirements	Timeline	Responsible Party	Performance Measure and/or Deliverables
<p><i>requirements that pertain to your ES:</i> https://partners.cdph.ca.gov/sites/ADAPE/rollmentWorkers/</p>			
<p>vi. EWs are required to ask a minimum of three security questions when confirming client identity from an incoming phone call prior to disclosing any PHI.</p>	<p>Throughout the life of the contract.</p>	<p>ES Business Contact ES EW(s)</p>	<p>Notify the assigned CDPH/OA Advisor immediately by phone call plus email when a potential breach has occurred.</p>
<p>vii. EWs are prohibited from disclosing and must employ reasonable measures to protect their EW ID, AES password, or any other identifier/ passcode which may compromise client confidentiality.</p>	<p>Throughout the life of the contract.</p>	<p>ES Business Contact ES EW(s)</p>	<p>Notify the assigned CDPH/OA Advisor immediately by phone call plus email when a potential breach has occurred.</p>
<p>viii. EWs may be in a shared space with other staff that do not conduct business related to PrEP-AP. Ensure client information is maintained confidentially and securely. This can be done by:</p> <ul style="list-style-type: none"> a. Ensuring PrEP-AP client files are always securely maintained b. Organizing work space to avoid mixing PrEP-AP and non- PrEP-AP files c. Locking computer screen when leaving laptop or work area 	<p>Throughout the life of the contract.</p>	<p>PrEP-AP Contact and PrEP-AP EW(s)</p>	<p>Notify the assigned CDPH/OA Advisor immediately by phone call plus email or fax when a potential breach has occurred.</p>
<p>ix. ES must conduct PrEP-AP client enrollment in a space that ensures client confidentiality and security, without interruptions. This includes:</p> <ul style="list-style-type: none"> a. Ensuring clients are not overheard during an enrollment b. Ensuring no interruptions during the client enrollment 	<p>Throughout the life of the contract.</p>	<p>PrEP-AP Contact and PrEP-AP EW(s)</p>	<p>Notify the assigned CDPH/OA Advisor immediately by phone call plus email or fax when a potential breach has occurred.</p>

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<ul style="list-style-type: none"> c. Enrolling only one client at a time d. If possible, an enclosed room, with door and lock e. Ensuring PrEP-AP client files are always securely maintained f. Organizing work space to avoid mixing PrEP-AP and non-PrEP-AP files g. Locking computer screen when leaving laptop or work area 			
A.4. ES Information Technology/Equipment Requirements			
<ul style="list-style-type: none"> i. Ensure onsite software and hardware maintenance, internet access and equipment and the ability to scan and upload applicant/client eligibility documents to the AES secure enrollment system. 	By the go-live date and then throughout the life of the contract.	ES Administrator ES Business Contact	All client enrollments must occur electronically via the AES secure enrollment system.
<ul style="list-style-type: none"> ii. The use of desktop computers, laptop computers, or other handheld electronic devices for enrollment services must adhere to requirements specified in Exhibit G “HIPAA Business Associate Addendum (CDPH HIPAA BAA 5-25)”. 	By the go-live date and then throughout the life of the contract.	ES Business Contact	Indicate compliance on Exhibit H, “Security Requirements, Protections, and Confidentiality Checklist”.
<ul style="list-style-type: none"> iii. Ensure that fax machines, printers, scanners, and any other resource equipment that are used to upload and submit client applications or receive correspondence which may include confidential client information are located in a secure area. 	By the go-live date and then throughout the life of the contract.	ES Business Contact	Indicate compliance on Exhibit H, “Security Requirements, Protections, and Confidentiality Checklist”. CDPH/OA will verify via visual observation during site visits.

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Enrollment Site Requirements	Timeline	Responsible Party	Performance Measure and/or Deliverables
iv. Ensure the use of CDPH-required Multi-Factor Authentication (MFA) when connecting to the AES. MFA accounts must be individual and unique, not shared by other persons or devices.	By the go-live date and then throughout the life of the contract.	ES Business Contact	Indicate compliance on Exhibit H, "Security Requirements, Protections, and Confidentiality Checklist".
v. Sites must proactively communicate any information technology systems changes to ADAP/PrEP-AP that may affect the AES client or enrollment worker access. These changes may include new or revised infrastructure, such as migration to Office 365, Windows 11, etc.; changes to email handling software; or changes to email addresses such as domain name change.	At least 10 days prior to intended implementation of planned changes. No later than 10 days after unscheduled changes are implemented	Authorized Site Administrator and/or IT Contact	Submit notice of technology systems changes to ADAPcontracts@cdph.ca.gov. Within the notice, include operating days/hours of impact, affected systems and parties (ex.: users/sites/clients), and who should be contacted if CDPH/OA has questions
A.5. Quality Requirements			
i. Perform an assessment of service capacity, to confirm that ES staffing is adequate in relation to patient volume. Capacity assessments should be constructed from reasonable projections based on historical enrollments.	By the go-live date.	ES Administrator ES Business Contact	Email a copy of the Service Capacity Assessment to your assigned CDPH/OA Advisor.
ii. In order to ensure adequate service capacity and to maintain a high degree of customer service, ES are required to be adequately staffed during 95% of all service hours identified in Exhibit A, Section 3 to provide assistance to clients via in-person appointments, secure e-mails, or over the telephone. Clients seeking PrEP must be provided assistance within one business day. Clients seeking PEP must be provided assistance as soon as	Throughout the life of the contract.	ES Administrator ES Business Contact	Failure to maintain adequate service levels may result, at minimum, in CDPH/OA transitioning clients to a neighboring ES.

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Enrollment Site Requirements	Timeline	Responsible Party	Performance Measure and/or Deliverables
possible, not exceeding 4 hours from time of inquiry.			
iii. ES is required to notify CDPH/OA by email at least 2 business days in advance of any known or planned staff absences or site closures (temporary or otherwise) that may impact client services.	Throughout the life of the contract.	ES Administrator ES Business Contact	Notify the assigned CDPH/OA Advisor by email.
iv. ES is required to develop a Contingency Plan for Client Services in the event that the ES has inadequate EW coverage, unplanned closures, or an inability to see clients for any time period of more than 4 hours during normal business hours.	Throughout the life of the contract.	ES Administrator ES Business Contact	Email a copy of the Contingency Plan for Client Services to your assigned CDPH/OA Advisor. The plan must include how and to what neighboring ES clients will be redirected.
v. Contracted EW and ES will be held to quality standards and metrics as communicated to the site by the CDPH/OA advisor. CDPH/OA will conduct secondary review on applications. Applications with errors will be considered defective and will count against the performance level of the EW and ES. EW and ES quality will be factored by dividing the number of defective applications by the total number of applications processed.	Throughout the life of the contract.	ES Administrator ES Business Contact	Any continuously deficient EW or ES may be deactivated and precluded from performing CDPH/OA enrollment services. CDPH/OA will continuously monitor performance levels throughout the life of the contract.
A.6. Conduct Requirements			
Contractors participating as an ES are required to conduct themselves with a high degree of professionalism and integrity. ES contractors are prohibited from accepting financial or other incentives from pharmacies participating in OA's pharmacy benefits management network to steer clients to a particular pharmacy or pharmacies. ES contractors who also have	Throughout the life of the contract.	ES Business Contact ES EW(s)	Notify the CDPH/OA Advisor when instances of misconduct are identified.

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Enrollment Site Requirements	Timeline	Responsible Party	Performance Measure and/or Deliverables
<p>pharmacies operating as a Temporary Coverage Enrollment Site (TCES) under the same legal umbrella must ensure separation of duties and reimbursements to avoid apparent conflicts of interest or patient steering.</p> <p>Additional examples of misconduct include, but are not limited to:</p> <ul style="list-style-type: none"> i. Knowingly and willfully enrolling clients with inaccurate or false documentation.* ii. Acting as EW for, or entering AES information in regards to: self, spouse, registered domestic partner, immediate family, or household members. iii. Insubordination and/or non-compliance with CDPH/OA staff requests. iv. Verbal abuse or use of derogatory language. v. Unresponsiveness to CDPH/OA staff and/or client inquiries. vi. Conducting unauthorized off-site client enrollment. vii. Transporting files contrary to, or in absence of, a written transportation plan approved by CDPH/OA. viii. Violating or otherwise not adhering to any requirement stipulated in this scope of work. 			<p>The ES Business Contact may be required to submit a CAP.</p> <p>CDPH/OA staff will address occurrences of misconduct.</p> <p>EWs who engage in misconduct may be subject to temporary or permanent suspension of EW status.</p>
<p><i>* Knowingly providing inaccurate or false documentation may be in violation of various Penal Code laws and may be subject to violations of the California False Claims Act, which prohibits any person or entity from knowingly making or using a false statement or document to obtain money, property, or services from the State. (See California Government Code section 12650 et. seq.)</i></p>			
<p>A.7. Training and Technical Assistance Requirements</p>			
<ul style="list-style-type: none"> i. Ensure all new EWs have successfully completed new EW training provided by CDPH/OA prior to enrolling or re-certifying clients. 	<p>Throughout the life of the contract.</p>	<p>ES Business Contact</p>	<p>Report to the assigned CDPH/OA Advisor, site staff who will be registering for required EW trainings.</p>

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Enrollment Site Requirements	Timeline	Responsible Party	Performance Measure and/or Deliverables
ii. Ensure all existing and new EWs complete training on the AES.	Throughout the life of the contract.	ES Business Contact	Report to the assigned CDPH/OA Advisor, site staff who will be registering for required EW trainings.
iii. Ensure compliance with the most recent requirements written in the “California State ADAP Guidelines,” “California State PrEP-AP Guidelines” and CDPH/OA Management Memos.	Throughout the life of the contract.	ES Business Contact ES EW(s)	Report to the assigned CDPH/OA Advisor, site staff who will be registering for required EW trainings.
iv. Ensure existing EWs maintain active status by participating in required annual recertifying EW trainings and/or other required ad hoc trainings provided by CDPH/OA in order to maintain EW certification to continue conducting client enrollment functions.	Throughout the life of the contract.	ES Business Contact ES EW(s)	Notify EWs to recertify 30 days prior to the recertification end date.
v. Ensure the ES has representation/participation on all monthly CDPH/OA EW calls.	Throughout the life of the contract.	ES Business Contact	Must ensure ES participation for 90 percent of monthly calls. Must contact the CDPH/OA Advisor, if unable to participate on a call to discuss the topics covered.
A.8. Enrollment Tracking Requirements			
i. Ensure all EWs are identified and have a site-specific EW ID number issued by the AES.	Throughout the life of the contract.	ES Business Contact	This site-specific EW ID number may only be used by the EW to whom it is assigned for enrollment activities at this site.
ii. Report any changes in site specific EWs’ status (e.g., job duties, relocation, separation, etc.) that will alter the EW(s) ability to enroll clients, including the need for de-activation of any EW ID numbers.	Within 24 hours of the identified change.	ES Business Contact	Report additions/deletions/ changes of EW(s) to the assigned CDPH/OA Advisor.

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Enrollment Site Requirements	Timeline	Responsible Party	Performance Measure and/or Deliverables
A.9. Transportation Plan Requirements			
i. Ensure that no client eligibility documentation, records, files, etc., will be transported to or from the ES.	To be maintained throughout the life of the contract.	ES Business Contact	See Exhibit J, "ADAP and PrEP-AP Document Transfer Plan".
ii. Ensure that no client enrollment files will be transported until CDPH/OA provides written approval of the site's specific transportation plan. Exception to this restriction may be approved by CDPH/OA for the following reasons: <ul style="list-style-type: none"> i. Client disability; or, ii. Remote distance requires EW to meet with client outside of the ES; or, iii. The entire ES is moving to a new address/location. 	30 days prior to the need for transporting any client enrollment documents/files.	ES Business Contact	Submit a written request to the assigned CDPH/OA Advisor which justifies the necessity for transporting client enrollment document/files. The request must also identify the specific procedure to be followed to safeguard the confidentiality of the client documents being transported, as well as who will be responsible/accountable for site's specific procedure(s). See Exhibit J "ADAP and PrEP-AP Document Transfer Plan".
A.10. Administrative Requirements			
i. Notify the assigned CDPH/OA Advisor if the ES wishes to change from an open site (one which serves any individual who wishes to enroll) to a closed site (one which serves only agency-affiliated individuals) or vice versa.	Provide at least 30-days' notice for the requested change of status.	ES Business Contact	Written request to CDPH/OA Advisor is required (may be submitted by email).
ii. Notify the assigned CDPH/OA Advisor if the ES plans to no longer provide contracted client enrollment services.	At least 60 days prior to planned ES deactivation date.	ES Administrator ES Business Contact	Written Notification required (may be submitted by email) and submission of Exhibit J, "ADAP and PrEP-AP Document Transfer Plan", to the site's designated CDPH/OA Advisor

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Enrollment Site Requirements	Timeline	Responsible Party	Performance Measure and/or Deliverables
			assuring the secure transfer of hard copy client files.
iii. Ensure that clients are made aware of, and have access to, the CDPH/OA program brochures and info sheets. Copies of the most recent brochures and info sheets must be located in an area of the ES that is visible to clients.	By the go-live date and then throughout the life of the contract.	ES Business Contact	CDPH/OA will verify, via review of the CDPH/OA Client Satisfaction Survey, and via visual observation during site visits.
A.11. ADAP Fiscal Requirements			
i. Ensure CDPH/OA funds are used exclusively to cover costs related to ADAP in accordance with HSC §120956(b).	Throughout the life of the contract. Within five business days of request.	ES Administrator ES Business Contact	Within five business days, upon request, submit to CDPH/OA for review budget and expense reports with sufficient detail to ensure compliance with Exhibit A, section A.11. In the event of an audit or upon request by CDPH/OA, ES must be able to adequately show that these contractual requirements have been met.
ii. Ensure compliance with the federal Health Resources and Services Administration Ryan White HIV/AIDS Program requirements, policies, and National Monitoring Standards.	Throughout the life of the contract. Within five business days of request.	ES Administrator ES Business Contact	Within five business days, upon request, submit to CDPH/OA for review budget and expense reports with sufficient detail to ensure compliance with Exhibit A, section A.11. In the event of an audit or upon request by CDPH, ES must be able to

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Enrollment Site Requirements	Timeline	Responsible Party	Performance Measure and/or Deliverables
			adequately show that these contractual requirements have been met.
iii. Ensure funds received from CDPH/OA are not used for unallowable expenses as defined by the Ryan White National Monitoring Standards.	Throughout the life of the contract. Within five business days of request.	ES Administrator ES Business Contact	Within five business days, upon request, submit to CDPH/OA for review budget and expense reports with sufficient detail to ensure compliance with Exhibit A, section A.11. In the event of an audit or upon request by CDPH, ES must be able to adequately show that these contractual requirements have been met.
A.12. PrEP-AP Fiscal Requirements			
i. Ryan White funds are prohibited for the use of PrEP-AP enrollment services.	Throughout the life of the contract. Within 15 business days.	ES Administrator ES Business Contact	Within 15 business days, upon request, ES is required to submit documentation of all EWs performing PrEP enrollment with a budget detail indicating how each EW is funded.
ii. EWs who conduct PrEP-AP enrollment are precluded from being 100 percent funded by Ryan White funds.	Throughout the life of the contract. Within 15 business days.	ES Administrator ES Business Contact	Within 15 business days, upon request, ES is required to submit documentation of all EWs performing PrEP-AP enrollment with an itemized budget detail detailing how each EW is funded.
A.13. Auditing Requirements			

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Enrollment Site Requirements	Timeline	Responsible Party	Performance Measure and/or Deliverables
i. Facilitate CDPH/OA site visit requests, including but not limited to receiving or providing required documentation/information as requested by the assigned CDPH/OA Advisor. Act as liaison between the site, CDPH/OA Advisor, EW(s), and the ADAP Coordinator within the Local Health Jurisdiction (if applicable) regarding activities related to the site visit.	As needed during normal working hours throughout the life of the contract.	ES Administrator ES Business Contact	Within five business days, respond to written notifications and requests for information initiated by CDPH/OA personnel.
ii. Ensure that CDPH/OA staff, authorized CDPH/OA representatives and/or other state and federal agencies are granted access to all client eligibility files and any other documentation related to this contract agreement for audit purposes.	As needed during normal working hours throughout the life of the contract.	ES Administrator ES Business Contact	Within five business days, respond to written and in-person requests for client files made by CDPH/OA staff.
iii. Develop and submit required Corrective Action Plan (CAP) when required based on results of site visit/federal or state program audit of grievance reports filed against the EW or ES.	As needed.	ES Administrator ES Business Contact	CAP is to be submitted to the assigned CDPH/OA Advisor by the timeframe identified in the letter indicating the CAP is required.
iv. All client information must be uploaded securely to the AES. ES is not required to maintain paper-based client files for active clients. However, if the ES chooses to maintain existing hard copy client files/records, they must retain the documents for six years. Once these files have reached the retention timeframe, they may be destroyed. Continuing to maintain paper files is optional but must follow the document retention timeframe.	Throughout the life of the contract.	ES Business Contact	As needed, records will be made available to view within the timeframe provided by the federal or state auditors. At contract termination or expiration, documents containing PHI must be returned or retained in accordance with the "HIPAA Business Associate Addendum" (CDPH HIPAA BAA 5-25).

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Enrollment Site Requirements	Timeline	Responsible Party	Performance Measure and/or Deliverables
A.14. Grievance Requirements			
<p>i. Ensure that clients are made aware of, and have access to, the CDPH/OA grievance procedures and Medication and Insurance Assistance Programs Grievance Form as outlined in the California State ADAP/PrEP-AP Guidelines.</p> <p>Copies of the Medication and Insurance Assistance Programs Grievance Form must be located in an area of the ES that is visible to clients.</p>	<p>Upon initial and annual re-enrollments of ADAP clients and annual re-enrollment of PrEP-AP clients.</p>	<p>ES Business Contact</p> <p>ES EW(s)</p>	<p>CDPH/OA will verify, via review of the CDPH/OA Client Satisfaction Survey, and via visual observation during site visits.</p> <p>Indicate compliance on Exhibit H, "Security Requirements, Protections, and Confidentiality Checklist".</p>
<p>ii. Upon client request, assist clients in the completion and submission of a Medication and Insurance Assistance Programs Grievance Form and related documents. Assistance may also include providing the mailing address and contact information for CDPH/OA Advisors and/or other CDPH/OA Contractors, and/or the submission of the completed grievance form and related documents to CDPH/OA.</p>	<p>As needed.</p>	<p>ES Business Contact</p> <p>ES EW(s)</p>	<p>Notify the CCDPC immediately if assistance is needed with the CDPH/OA grievance process.</p>
A.15. Performance Requirements			
<p>i. EWs are required to vigorously pursue enrollment into health care coverage for which clients may be eligible (e.g., Medicaid, Medicare, employer-sponsored health insurance coverage, and/or other private health insurance) to comply with federal and state payer of last resort requirements. Exemptions apply for minor clients and clients with confidentiality concerns.</p>	<p>Throughout the life of the contract.</p>	<p>ES Business Contact</p> <p>ES EW(s)</p>	<p>Upon initial enrollment and annual re-enrollment. EWs are required to assess client's eligibility for other third-party coverage based on eligibility documents provided. All eligible individuals must apply.</p>

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Enrollment Site Requirements	Timeline	Responsible Party	Performance Measure and/or Deliverables
<p>ii. EWs are required to proactively conduct outreach to clients, by utilizing the AES dashboard to identify clients who have an eligibility expiration date within 30 days. EWs must document the client outreach in the case notes.</p>	<p>Throughout the life of the contract.</p>	<p>ES Business Contact ES EW(s)</p>	<p>Outreach attempts and any client interaction as a result of said outreach must be clearly documented in the client case notes available through AES.</p>
<p>iii. PrEP-AP EWs are required to enroll eligible clients in the appropriate medication manufacturer assistance program when performing enrollment and re-enrollment to comply with payer of last resort requirements.</p>	<p>Throughout the life of the contract.</p>	<p>ES Business Contact ES EW(s)</p>	<p>Upon initial enrollment and annual re-enrollment. EWs are required to assess client's eligibility for medication manufacturer assistance program(s) based on eligibility documents provided. All eligible individuals must apply.</p>
<p>iv. If the ES is also a contracted clinical site in the PrEP-AP Clinical Provider Network, PrEP-AP EWs are required to perform a warm handoff to clients being clinically assessed for PrEP clinical eligibility after the client has been enrolled in the PrEP-AP and manufacturer assistance program.</p>	<p>Throughout the life of the contract.</p>	<p>ES Business Contact PrEP-AP EW(s)</p>	<p>Activities must be clearly documented in the client case notes available through AES.</p>
<p>v. For clients who test HIV-positive when undergoing an initial assessment for PrEP clinical eligibility or who seroconvert while enrolled in the PrEP-AP, PrEP-AP EWs are required, within forty-eight hours of notification of HIV positive status, to:</p> <p>a) refer PrEP-AP clients to an authorized ADAP ES, or</p> <p>b) provide clients with contact information to the CCDPC to be linked to an ADAP ES</p>	<p>Throughout the life of the contract.</p>	<p>ES Business Contact PrEP-AP EW(s)</p>	<p>Activities must be clearly documented in the client case notes available through AES.</p>

Exhibit A1
Definitions of Terms

- i. AIDS Drug Assistance Program (ADAP) Enrollment System (AES) - ADAP's/Pre-Exposure Prophylaxis-Assistance Program's (PrEP-AP) online system used for enrolling clients in ADAP and the PrEP-AP.
- ii. California Department of Public Health/Office of AIDS (CDPH/OA) - Is the lead agency in California providing detection, treatment, prevention, and surveillance of public health relating to HIV/AIDS.
- iii. Closed Site - Enrollment Site that only serves ADAP/PrEP-AP applicants/clients associated and enrolled with their entity.
- iv. Community Based Organization (CBO) - Non-profit 501(3)(c) entities that operate within a single local community.
- v. Current Procedural Terminology (CPT) Code - a medical code set that is used to report medical, surgical, and diagnostic procedures and services.
- vi. Enrollment Site - OA approved enrollment site managed by a non-profit organization to provide ADAP, insurance assistance program, and PrEP-AP enrollment services for eligible clients.
- vii. Enrollment Worker - Enrollment site staff certified to provide ADAP/PrEP-AP enrollment services via the AES.
- viii. External Laboratory - Laboratories not affiliated with the contracted PrEP-AP Provider. The PrEP-AP Provider may contract with an external laboratory to provide clients with services.
- ix. Family Planning, Access, Care, and Treatment (Family PACT) program is administered by the Department of Health Care Services. Family PACT is California's innovative approach to provide comprehensive family planning services to eligible low-income (under 200 percent federal poverty level) men and women. Family PACT serves 1.1 million income eligible men and women of childbearing age through a network of 2,200 public and private providers. Services include comprehensive education, assistance, and services relating to family planning.
- x. Fiscal Year (FY) - July 1 through June 30.
- xi. International Classification of Diseases, Tenth Revision, Clinical Modification (ICD-10-CM) - Is a system used by physicians and other healthcare providers to classify and code all diagnoses, symptoms, and procedures recorded in conjunction with hospital care in the United States.
- xii. Medical Benefits Management (MBM) - Service Contractor that administers PrEP-related medical out of pocket payments for clients enrolled in PrEP-AP, and outpatient medical out of pocket payments for clients enrolled in OA's insurance assistance programs.
- xiii. OA - The lead agency responsibility for coordinating state programs, services, and activities relating to HIV/AIDS as designated by California Health and Safety Code Section 131019.
- xiv. OA Advisor - OA staff assigned to a Local Health Jurisdiction or ADAP/PrEP-AP Enrollment Site for monitoring and technical assistance.
- xv. Open Site - ADAP/PrEP-AP Enrollment Site that serves all OA clients.
- xvi. Pharmacy Benefits Management (PBM) - Service Contractor administering the ADAP/PrEP-AP statewide pharmacy network and providing pharmaceutical services for OA clients.
- xvii. PrEP-AP Provider - A Contractor who agrees to participate in the PrEP-AP Provider Network and provide clinical services as described in the PrEP-AP Provider Network contract.

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

- A. In no event shall the California Department of Public Health (CDPH) Office of AIDS (OA) or the Pre-Exposure Prophylaxis Assistance Program (PrEP-AP) pay the Contractor for services performed prior to the commencement date or after the expiration of this Agreement.
- B. For services satisfactorily rendered, CDPH/OA agrees to compensate the Contractor for approved PrEP-AP related clinical services provided in accordance with the fee schedule described in Section F. Allowable Services and Payment Schedule below.
- C. Payments shall:
- 1) Be processed within 90 days from the receipt of a claim for eligible PrEP-AP related services.
 - 2) Identify the service date, service provided, and any required client identifiers to post payment.
 - 3) Be made only for those services expressly identified in this agreement as approved by the CDPH/OA/PrEP-AP.
- D. Amounts Payable:
- The PrEP-AP will pay the Contractor for eligible PrEP-AP related clinical services rendered to:
- 1) Uninsured individuals or individuals who lack other third-party coverage. Payment will be made at the Medicare reimbursement rate, according to the fee schedule established by the Centers for Medicare and Medicaid Services.
 - a. Where the Contractor does not outsource laboratory services to an external laboratory, the Contractor agrees to accept the Medicare reimbursement rate as payment in full.
 - b. The Contractor agrees to not bill, demand, or otherwise attempt to collect service fees from the PrEP-AP client, or persons acting on behalf of the PrEP-AP client for any services authorized by the PrEP-AP.
 - 2) Insured individuals shall be billed to the primary insurer and any other third-party payer before a claim is submitted to the PrEP-AP's Medical Benefits Management Contractor, Pool Administrators, Inc., for payment. CDPH/OA/PrEP-AP will only pay for eligible co-payments and deductibles.
- E. External Laboratory
- 1) Where the Contractor outsources laboratory services, the Contractor must submit the contracted fee schedule to the CDPH/OA/PrEP-AP. CDPH/OA/PrEP-AP will pay for Contractors' contracted rates with the external laboratory.

Exhibit B
Budget Detail and Payment Provisions

- 2) Contractors are required to ensure the CDPH/OA/PrEP-AP has the current contracted fee schedule. In instances where a fee schedule is not provided, Contractors will be reimbursed at the Medicare reimbursement rate.
- 3) Contracts with external laboratories must be structured in a way to ensure that PrEP-AP clients are not charged at the point of service. Contractors guarantees that clients served under this agreement will not be billed for services.

F. Allowable Services

- 1) Services shall be added or removed from the approved PrEP-AP related service list at the discretion of CDPH/OA. Please reference the most recent PrEP-AP services on the CDPH/OA website to obtain a list of allowable services. CDPH will provide notification to the Contractors in writing 30-days prior addition or removal of approved PrEP-AP related services.
- 2) Reimbursement rates on approved PrEP-AP related services are subject to change and shall be updated annually in accordance with the Medicare fee schedule. Contractors shall reference the most recent PrEP-AP fee schedule on the CDPH/OA website to obtain a list of reimbursement rates. CDPH will provide notification to the Contractors in writing 30-days prior to implementing new rate schedules.

G. Claims

- 1) Providers must only submit one date of service per claim. Claims reflecting multiple dates of services shall be rejected.
- 2) For reimbursement, all claims must include:
 - a. an approved CPT code(s) indicating the procedure or counseling session received, and
 - b. an approved ICD-10 code(s) substantiating the reason for the provider visit is PrEP-AP related.
- 3) Where no unique CPT codes exist, claims for sexually transmitted infections testing conducted at multiple anatomic sites must list the corresponding CPT code as separate line items with modifier 59.
- 4) All claims must be submitted within 180 days from the date of service. See also 4.A below, regarding submission of final claims under this agreement.
- 5) Original claims submitted more than 180 days from the date of service will be denied. There is no appeal process for denied claims.
- 6) Claims submitted electronically must be sent to the designated clearinghouse in 837P standard format.

Exhibit B
Budget Detail and Payment Provisions

- 7) Claims submitted directly to PAI must be submitted as hardcopies utilizing the Form CMS-1500 and can be sent using one of the following methods:
 - a. Mail: PAI-CDPH, 628 Hebron Avenue, Suite 502, Glastonbury, CT 06033
 - b. Fax: 860-724-4599
 - c. Email: CDPHPrEP@pooladmin.com

H. Invoicing and Payments of Enrollment Services, as applicable

The following payment provisions solely pertain to the payment of services provided on behalf of PrEP-AP Enrollment Services.

- 1) In no event shall the Contractor request reimbursement from the State for obligations entered into or for costs incurred prior to the commencement date or after the expiration of this Agreement.
- 2) For services satisfactorily rendered, CDPH/OA agrees to compensate the Contractor for actual services provided in accordance with the amounts specified in Exhibit B, Section 1.D., Amounts Payable.
- 3) Payments shall be processed by CDPH/OA no later than the end of the quarter dates noted below.

First Quarter: July 1 – September 30
Payment no later than November 30

Second Quarter: October 1 – December 31
Payment no later than February 28

Third Quarter: January 1 – March 31
Payment no later than May 31

Fourth Quarter: April 1 – June 30
Payment no later than August 31

(FINAL) Supplemental: July 1 – June 30
Payment no later than August 31

- 4) Payments shall:
 - a. Be calculated based on current PrEP-AP client enrollment data as provided by the Enrollment Benefits Management (EBM) contractor to determine the number of PrEP-AP services provided at each enrollment site.
 - b. Identify the payment period and/or performance period covered.
 - c. Itemize PrEP-AP services for the payment period in the same level of detail as indicated in Exhibit B, Section 1.D Amounts Payable. Subject to the terms of this

Exhibit B
Budget Detail and Payment Provisions

agreement, payment will only be made for those services expressly identified in this agreement as approved by CDPH/OA.

5) Amounts Payable

Enrollment sites will be paid a fee for services performed, calculated on current client enrollment data as provided by the ADAP Enrollment System to determine the number of program services provided at each enrollment site. Services must be complete with all required forms and verifying documentation.

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

AIDS Drug Assistance Program Enrollment Site Fee for Service Pay Schedule, located in the Reference Guides as Enrollment Site Fee Schedule at the link below:
https://www.cdph.ca.gov/programs/cid/doa/pages/oa_adap_resourcespage.aspx

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 the Contractor, or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform 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 Contractor to reflect the reduced amount.

3. Prompt Payment Clause

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

4. Timely Final Payment

- A. Final claims for services rendered under this agreement shall be submitted no more than forty-five (45) calendar days following the expiration or termination date of this agreement, unless a later or alternate deadline is agreed to in writing by the program contract manager.
- B. Final payment shall be processed no more than sixty (60) calendar days following the expiration or termination date of this agreement, unless a later or alternate deadline is agreed to in writing by the program contract manager.

Exhibit B
Budget Detail and Payment Provisions

- C. Payment to the Contractor will be contingent upon receipt and execution of this contract agreement and the submission of valid claims for approved PrEP-AP related clinical services.
- D. This contract agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or the State Legislature, which may affect the provisions, terms, or funding of this contract agreement in any manner.

5. Expense Allowability / Fiscal Documentation

- A. Invoice(s) and/ or claims accepted for payment by the State shall not be deemed evidence of allowable agreement costs.
- B. Contractor shall maintain for review and audit by the state for three years and supply to CDPH upon request adequate documentation of all expenses claimed pursuant to this agreement to permit a determination of expense allowability.
- C. If the allowability of an expense cannot be determined by the State because invoice detail, fiscal records, or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed, and payment may be withheld by the State. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

6. Recovery of Overpayments

- A. Contractor agrees that claims based upon the terms of this agreement or an audit finding and/or an audit finding that is appealed and upheld will be recovered by the State by one of the following options:
 - 1) Contractor's remittance to the State of the full amount of the audit exception within 30 days following the State's request for re-payment.
 - 2) A repayment schedule which is agreeable to both the State and the Contractor.
 - 3) Withholding payments or withholding a portion of payment for services performed until the amount of overpayment has been resolved.
- B. If the Contractor has filed a valid appeal regarding the report of audit findings, recovery of the overpayments will be deferred until a final administrative decision on the appeal has been reached. If the Contractor loses the final administrative appeal, Contractor shall repay to the State the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the Contractor's first receipt of State's notice requesting reimbursement of questioned audit costs or disallowed expenses.

Exhibit B
Budget Detail and Payment Provisions

7. Timely Submission of Final Invoice

- A. Final payment shall be processed no more than sixty (60) calendar days following the expiration or termination date of this agreement, unless a later or alternate deadline is agreed to in writing by the program contract manager.
- B. This contract agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or the State Legislature, which may affect the provisions, terms, or funding of this contract agreement in any manner.
- C. The Contractor is hereby advised of its obligation to submit to the state a completed copy of the "Contractor's Release (Exhibit K)".

8. Travel and Per Diem Reimbursement

No travel shall be permitted under this agreement.

Exhibit D
Special Terms and Conditions

(For Subvention/Local Assistance Agreements)
Rev: 05-2025

The provisions herein apply to this Agreement unless the provisions are removed by reference, the provisions are superseded by an alternate provision appearing elsewhere in this Agreement, or the applicable conditions do not exist.

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Special Terms and Conditions

1. Procurement Rules

(Applicable to all subvention aid/Local assistance contracts in which equipment, property, commodities and/or supplies are furnished by CDPH or expenses for said items are reimbursed with state or federal funds.)

a. Equipment definitions

Wherever the term equipment /property is used, the following definitions shall apply:

- (1) **Major equipment/property:** A tangible or intangible item having a base unit cost of **\$2,500 or more** with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement. Software and videos are examples of intangible items that meet this definition.
- (2) **Minor equipment/property:** A tangible item having a base unit cost of **less than \$2,500** with a life expectancy of one (1) year or more and is either furnished by CDPH or the cost is reimbursed through this Agreement.

b. Government and public entities (including state colleges/universities and auxiliary organizations), whether acting as a contractor, may secure all commodities, supplies, equipment and services related to such purchases that are required in performance of this Agreement. Said procurements are subject to Paragraphs d through g of this provision. Paragraph c of this provision shall also apply, if equipment purchases are delegated to subcontractors that are nonprofit organizations or commercial businesses.

c. Nonprofit organizations and commercial businesses, whether acting as a contractor and/or subcontractor, may secure commodities, supplies, equipment and services related to such purchases for performance under this Agreement.

- (1) Equipment purchases shall not exceed \$50,000 annually.

To secure equipment above the annual maximum limit of \$50,000, the Contractor shall make arrangements through the appropriate CDPH Program Contract Manager, to have all remaining equipment purchased through CDPH's Purchasing Unit. The cost of equipment purchased by or through CDPH shall be deducted from the funds available in this Agreement. Contractor shall submit to the CDPH Program Contract Manager a list of equipment specifications for those items that the State must procure. The State may pay the vendor directly for such arranged equipment purchases and title to the equipment will remain with CDPH. The equipment will be delivered to the Contractor's address, as stated on the face of the Agreement, unless the Contractor notifies the CDPH Program Contract Manager, in writing, of an alternate delivery address.

- (2) All equipment purchases are subject to paragraphs d through g of this provision. Paragraph b of this provision shall also apply, if equipment purchases are delegated to subcontractors that are either a government or public entity.
- (3) Nonprofit organizations and commercial businesses, shall use a procurement system that meets the following standards:

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Special Terms and Conditions

- (a) Maintain a code or standard of conduct that shall govern the performance of its officers, employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.
- (b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.
- (c) Procurements shall be conducted in a manner that provides for all of the following:
 - [1] Avoid purchasing unnecessary or duplicate items.
 - [2] Equipment solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.
 - [3] Take positive steps to utilize small and veteran owned businesses.
- d. Unless waived or otherwise stipulated in writing by CDPH, prior written authorization from the appropriate CDPH Program Contract Manager will be required before the Contractor will be reimbursed for any purchase **exceeding** \$2,500 or more for commodities, supplies, equipment, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by CDPH, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.
- e. In special circumstances, determined by CDPH (e.g., when CDPH has a need to monitor certain purchases, etc.), CDPH may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. CDPH reserves the right to either deny claims for reimbursement or to request repayment for any Contractor purchase that CDPH determines to be unnecessary in carrying out performance under this Agreement.
- f. The Contractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor at any time.
- g. For all purchases, the Contractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor for inspection or audit.

2. Equipment Ownership / Inventory / Disposition

(Applicable to agreements in which equipment and/or property is furnished by CDPH and/or when said items are purchased or reimbursed with state)

- a. Wherever the terms equipment and/or property are used in this provision, the definitions in provision 1, paragraph a., shall apply.

Unless otherwise stipulated in this Agreement, all equipment and/or property that are

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Special Terms and Conditions

purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement shall be considered state equipment and the property of CDPH.

- (1) CDPH requires the reporting, tagging and annual inventorying of all equipment and/or property that is furnished by CDPH or purchased/reimbursed with funds provided through this Agreement.

Upon receipt of equipment and/or property, the Contractor shall report the receipt to the CDPH Program Contract Manager. To report the receipt of said items and to receive property tags, Contractor shall use a form or format designated by CDPH's Asset Management Unit. If the appropriate form (i.e., Contractor Equipment Purchased with CDPH Funds) does not accompany this Agreement, Contractor shall request a copy from the CDPH Program Contract Manager.

- (2) If the Contractor enters into an agreement with a term of more than twelve months, the Contractor shall submit an annual inventory of state equipment and/or property to the CDPH Program Contract Manager using a form or format designated by CDPH's Asset Management Unit. If an inventory report form (i.e., Inventory/Disposition of CDPH-Funded Equipment) does not accompany this Agreement, Contractor shall request a copy from the CDPH Program Contract Manager. Contractor shall:

- (a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).
- (b) Submit the inventory report to CDPH according to the instructions appearing on the inventory form or issued by the CDPH Program Contract Manager.
- (c) Contact the CDPH Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by CDPH's Asset Management Unit.

- b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.
- c. Unless otherwise stipulated, CDPH shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.
- d. The Contractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.
 - (1) In administering this provision, CDPH may require the Contractor to repair or replace, to CDPH's satisfaction, any damaged, lost or stolen state equipment and/or property. Contractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the CDPH Program Contract Manager.

- e. Unless otherwise stipulated by the program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this

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Agreement, shall only be used for performance of this Agreement or another CDPH agreement.

- f. Within sixty (60) calendar days prior to the termination or end of this Agreement, the Contractor shall provide a final inventory report of equipment and/or property to the CDPH Program Contract Manager and shall, at that time, query CDPH as to the requirements, including the manner and method, of returning state equipment and/or property to CDPH. Final disposition of equipment and/or property shall be at CDPH expense and according to CDPH instructions. Equipment and/or property disposition instructions shall be issued by CDPH immediately after receipt of the final inventory report. At the termination or conclusion of this Agreement, CDPH may at its discretion, authorize the continued use of state equipment and/or property for performance of work under a different CDPH agreement.

g. **Motor Vehicles**

(Applicable only if motor vehicles are purchased/reimbursed with agreement funds or furnished by CDPH under this Agreement.)

- (1) If motor vehicles are purchased/reimbursed or furnished by CDPH under the terms of this Agreement, within thirty (30) calendar days prior to the termination or end of this Agreement, the Contractor shall return such vehicles to CDPH and shall deliver all necessary documents of title or registration to enable the proper transfer of a marketable title to CDPH.
- (2) If motor vehicles are purchased/reimbursed or furnished by CDPH under the terms of this Agreement, **the State of California shall be the legal owner of said motor vehicles and the Contractor shall be the registered owner.** The Contractor shall only use said vehicles for the performance under the terms of this Agreement.
- (3) The Contractor agree that all operators of motor vehicles, purchased/reimbursed or furnished by CDPH under the terms of this Agreement, shall hold a valid State of California driver's license. In the event that ten or more passengers are to be transported in any one vehicle, the operator shall also hold a State of California Class B driver's license.
- (4) If any motor vehicle is purchased/reimbursed or furnished by CDPH under the terms of this Agreement, the Contractor, as applicable, shall provide, maintain, and certify that, at a minimum, the following type and amount of automobile liability insurance is in effect during the term of this Agreement or any extension period during which any vehicle remains in the Contractor's possession:

Automobile Liability Insurance

- (a) The Contractor, by signing this Agreement, hereby certifies that it possesses or will obtain automobile liability insurance in the amount of \$1,000,000 per occurrence for bodily injury and property damage combined. Said insurance must be obtained and made effective upon the delivery date of any motor vehicle, purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this Agreement, to the Contractor.
- (b) The Contractor shall, as soon as practical, furnish a copy of the certificate of insurance to the CDPH Program Contract Manager. The certificate of insurance shall identify the CDPH contract or agreement number for which the insurance applies.
- (c) The Contractor agree that bodily injury and property damage liability insurance, as

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required herein, shall remain in effect at all times during the term of this Agreement or until such time as the motor vehicle is returned to CDPH.

- (d) The Contractor agree to provide, at least thirty (30) days prior to the expiration date of said insurance coverage, a copy of a new certificate of insurance evidencing continued coverage, as indicated herein, for not less than the remainder of the term of this Agreement, the term of any extension or continuation thereof, or for a period of not less than one (1) year.
- (e) The Contractor, if not a self-insured government and/or public entity, must provide evidence, that any required certificates of insurance contain the following provisions:
 - [1] The insurer will not cancel the insured's coverage without giving thirty (30) calendar days prior written notice to the State.
 - [2] The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State under this Agreement and any extension or continuation of this Agreement.
 - [3] The insurance carrier shall notify CDPH, in writing, of the Contractor's failure to pay premiums; its cancellation of such policies; or any other substantial change, including, but not limited to, the status, coverage, or scope of the required insurance. Such notices shall contain a reference to each agreement number for which the insurance was obtained.
- (f) The Contractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by CDPH, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services shall be performed prior to obtaining said approval.
- (g) In the event the Contractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, CDPH may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

3. Subcontract Requirements

(Applicable to agreements under which services are to be performed by subcontractors including independent consultants.)

- a. Prior written authorization will be required before the Contractor enters into or is reimbursed for any subcontract for services exceeding \$2,500 for any articles, supplies, equipment, or services. The Contractor shall obtain at least three competitive quotations which should be submitted or adequate justification provided for the absence of bidding.
- b. CDPH reserves the right to approve or disapprove the selection of subcontractors and with advance written notice, require the substitution of subcontractors and require the Contractor to terminate subcontracts entered into in support of this Agreement.

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- (1) Upon receipt of a written notice from CDPH requiring the substitution and/or termination of a subcontract, the Contractor shall take steps to ensure the completion of any work in progress and select a replacement, if applicable, within 30 calendar days, unless a longer period is agreed to by CDPH.
- c. Actual subcontracts (i.e., written agreement between the Contractor and a subcontractor) exceeding \$2,500 are subject to the prior review and written approval of CDPH.
 - d. Contractor shall maintain a copy of each subcontract entered into in support of this Agreement and shall, upon request by CDPH, make copies available for approval, inspection, or audit.
 - e. CDPH assumes no responsibility for the payment of subcontractors used in the performance of this Agreement. Contractor accepts sole responsibility for the payment of subcontractors used in the performance of this Agreement.
 - f. The Contractor is responsible for all performance requirements under this Agreement even though performance may be carried out through a subcontract.
 - g. The Contractor shall ensure that all subcontracts for services include provision(s) requiring compliance with applicable terms and conditions specified in this Agreement and shall be the subcontractor's sole point of contact for all matters related to the performance and payment during the term of this Agreement.
 - h. The Contractor agrees to include the following clause, relevant to record retention, in all subcontracts for services:

"(Subcontractor Name) agrees to maintain and preserve, until three years after termination of (Agreement Number) and final payment from CDPH to the Contractor, to permit CDPH or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records."

4. Income Restrictions

Unless otherwise stipulated in this Agreement, the Contractor agrees that any refunds, rebates, credits, or other amounts (including any interest thereon) accruing to or received by the Contractor under this Agreement shall be paid by the Contractor to CDPH, to the extent that they are properly allocable to costs for which the Contractor has been reimbursed by CDPH under this Agreement.

5. Site Inspection

The State, through any authorized representatives, has the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed hereunder including subcontract supported activities and the premises in which it is being performed. If any inspection or evaluation is made of the premises of the Contractor or Subcontractor, the Contractor shall provide and shall require Subcontractors to provide all reasonable facilities and assistance for the safety and convenience of the authorized representatives in the performance of their duties. All inspections and evaluations shall be performed in such a manner as will not unduly delay the services performed.

6. Intellectual Property Rights

Exhibit D
Special Terms and Conditions

a. Ownership

- (1) Except where CDPH has agreed in a signed writing to accept a license, CDPH shall be and remain, without additional compensation, the sole owner of any and all rights, title and interest in all Intellectual Property, from the moment of creation, whether or not jointly conceived, that are made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.
- (2) For the purposes of this Agreement, Intellectual Property means recognized protectable rights and interest such as: patents, (whether or not issued) copyrights, trademarks, service marks, applications for any of the foregoing, inventions, trade secrets, trade dress, logos, insignia, color combinations, slogans, moral rights, right of publicity, author's rights, contract and licensing rights, works, mask works, industrial design rights, rights of priority, know how, design flows, methodologies, devices, business processes, developments, innovations, good will and all other legal rights protecting intangible proprietary information as may exist now and/or here after come into existence, and all renewals and extensions, regardless of whether those rights arise under the laws of the United States, or any other state, country or jurisdiction.
 - (a) For the purposes of the definition of Intellectual Property, "works" means all literary works, writings and printed matter including the medium by which they are recorded or reproduced, photographs, art work, pictorial and graphic representations and works of a similar nature, film, motion pictures, digital images, animation cells, and other audiovisual works including positives and negatives thereof, sound recordings, tapes, educational materials, interactive videos and any other materials or products created, produced, conceptualized and fixed in a tangible medium of expression. It includes preliminary and final products and any materials and information developed for the purposes of producing those final products. Works does not include articles submitted to peer review or reference journals or independent research projects.
- (3) In the performance of this Agreement, Contractor will exercise and utilize certain of its Intellectual Property in existence prior to the effective date of this Agreement. In addition, under this Agreement, Contractor may access and utilize certain of CDPH's Intellectual Property in existence prior to the effective date of this Agreement. Except as otherwise set forth herein, Contractor shall not use any of CDPH's Intellectual Property now existing or hereafter existing for any purposes without the prior written permission of CDPH. **Except as otherwise set forth herein, neither the Contractor nor CDPH shall give any ownership interest in or rights to its Intellectual Property to the other Party.** If during the term of this Agreement, Contractor accesses any third-party Intellectual Property that is licensed to CDPH, Contractor agrees to abide by all license and confidentiality restrictions applicable to CDPH in the third-party's license agreement.
- (4) Contractor agrees to cooperate with CDPH in establishing or maintaining CDPH's exclusive rights in the Intellectual Property, and in assuring CDPH's sole rights against third parties with respect to the Intellectual Property. If the Contractor enters into any agreements or subcontracts with other parties in order to perform this Agreement, Contractor shall require the terms of the Agreement(s) to include all Intellectual Property provisions. Such terms must include, but are not limited to, the subcontractor assigning and agreeing to assign to CDPH all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or CDPH and which result directly or indirectly from this Agreement or any subcontract.

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Special Terms and Conditions

- (5) Contractor further agrees to assist and cooperate with CDPH in all reasonable respects, and execute all documents and, subject to reasonable availability, give testimony and take all further acts reasonably necessary to acquire, transfer, maintain, and enforce CDPH's Intellectual Property rights and interests.

b. Retained Rights / License Rights

- (1) Except for Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, Contractor shall retain title to all of its Intellectual Property to the extent such Intellectual Property is in existence prior to the effective date of this Agreement. Contractor hereby grants to CDPH, without additional compensation, a permanent, non-exclusive, royalty free, paid-up, worldwide, irrevocable, perpetual, non-terminable license to use, reproduce, manufacture, sell, offer to sell, import, export, modify, publicly and privately display/perform, distribute, and dispose Contractor's Intellectual Property with the right to sublicense through multiple layers, for any purpose whatsoever, to the extent it is incorporated in the Intellectual Property resulting from this Agreement, unless Contractor assigns all rights, title and interest in the Intellectual Property as set forth herein.
- (2) Nothing in this provision shall restrict, limit, or otherwise prevent Contractor from using any ideas, concepts, know-how, methodology or techniques related to its performance under this Agreement, provided that Contractor's use does not infringe the patent, copyright, trademark rights, license or other Intellectual Property rights of CDPH or third party, or result in a breach or default of any provisions of this Exhibit or result in a breach of any provisions of law relating to confidentiality.

c. Copyright

- (1) Contractor agrees that for purposes of copyright law, all works [as defined in Paragraph a, subparagraph (2)(a) of this provision] of authorship made by or on behalf of Contractor in connection with Contractor's performance of this Agreement shall be deemed "works made for hire". Contractor further agrees that the work of each person utilized by Contractor in connection with the performance of this Agreement will be a "work made for hire," whether that person is an employee of Contractor or that person has entered into an agreement with Contractor to perform the work. Contractor shall enter into a written agreement with any such person that: (i) all work performed for Contractor shall be deemed a "work made for hire" under the Copyright Act and (ii) that person shall assign all right, title, and interest to CDPH to any work product made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement.
- (2) All materials, including, but not limited to, visual works or text, reproduced or distributed pursuant to this Agreement that include Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement, shall include CDPH's notice of copyright, which shall read in 3mm or larger typeface: "© [Enter Current Year e.g., 2014, etc.], Department of Public Health. This material may not be reproduced or disseminated without prior written permission from the Department of Public Health." This notice should be placed prominently on the materials and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

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d. Patent Rights

With respect to inventions made by Contractor in the performance of this Agreement, which did not result from research and development specifically included in the Agreement's scope of work, Contractor hereby grants to CDPH a license as described under Section b of this provision for devices or material incorporating, or made through the use of such inventions. If such inventions result from research and development work specifically included within the Agreement's scope of work, then Contractor agrees to assign to CDPH, without additional compensation, all its right, title and interest in and to such inventions and to assist CDPH in securing United States and foreign patents with respect thereto.

e. Third-Party Intellectual Property

Except as provided herein, Contractor agrees that its performance of this Agreement shall not be dependent upon or include any Intellectual Property of Contractor or third party without first: (i) obtaining CDPH's prior written approval; and (ii) granting to or obtaining for CDPH, without additional compensation, a license, as described in Section b of this provision, for any of Contractor's or third-party's Intellectual Property in existence prior to the effective date of this Agreement. If such a license upon these terms is unattainable, and CDPH determines that the Intellectual Property should be included in or is required for Contractor's performance of this Agreement, Contractor shall obtain a license under terms acceptable to CDPH.

f. Warranties

(1) Contractor represents and warrants that:

- (a) It is free to enter into and fully perform this Agreement.
- (b) It has secured and will secure all rights and licenses necessary for its performance of this Agreement.
- (c) Neither Contractor's performance of this Agreement, nor the exercise by either Party of the rights granted in this Agreement, nor any use, reproduction, manufacture, sale, offer to sell, import, export, modification, public and private display/performance, distribution, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement will infringe upon or violate any Intellectual Property right, non-disclosure obligation, or other proprietary right or interest of any third-party or entity now existing under the laws of, or hereafter existing or issued by, any state, the United States, or any foreign country. There is currently no actual or threatened claim by any such third party based on an alleged violation of any such right by Contractor.
- (d) Neither Contractor's performance nor any part of its performance will violate the right of privacy of, or constitute a libel or slander against any person or entity.
- (e) It has secured and will secure all rights and licenses necessary for Intellectual Property including, but not limited to, consents, waivers or releases from all authors of music or performances used, and talent (radio, television and motion picture talent), owners of any interest in and to real estate, sites, locations, property or props that may be used or shown.

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- (f) It has not granted and shall not grant to any person or entity any right that would or might derogate, encumber, or interfere with any of the rights granted to CDPH in this Agreement.
 - (g) It has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.
 - (h) It has no knowledge of any outstanding claims, licenses or other charges, liens, or encumbrances of any kind or nature whatsoever that could affect in any way Contractor's performance of this Agreement.
- (2) CDPH MAKES NO WARRANTY THAT THE INTELLECTUAL PROPERTY RESULTING FROM THIS AGREEMENT DOES NOT INFRINGE UPON ANY PATENT, TRADEMARK, COPYRIGHT OR THE LIKE, NOW EXISTING OR SUBSEQUENTLY ISSUED.

g. Intellectual Property Indemnity

- (1) Contractor shall indemnify, defend and hold harmless CDPH and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of CDPH's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. CDPH reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against CDPH.
- (2) Should any Intellectual Property licensed by the Contractor to CDPH under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve CDPH's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to CDPH. CDPH shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for CDPH to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is functionally equivalent to the original licensed Intellectual Property. If such remedies are not reasonably available, CDPH shall be entitled to a refund of all monies paid under this Agreement, without restriction or limitation of any other rights and remedies available at law or in equity.

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Special Terms and Conditions

(3) Contractor agrees that damages alone would be inadequate to compensate CDPH for breach of any term of this Intellectual Property Exhibit by Contractor. Contractor acknowledges CDPH would suffer irreparable harm in the event of such breach and agrees CDPH shall be entitled to obtain equitable relief, including without limitation an injunction, from a court of competent jurisdiction, without restriction or limitation of any other rights and remedies available at law or in equity.

h. Survival

The provisions set forth herein shall survive any termination or expiration of this Agreement or any project schedule.

7. Prior Approval of Training Seminars, Workshops or Conferences

Contractor shall obtain prior CDPH approval of the location, costs, dates, agenda, instructors, instructional materials, and attendees at any reimbursable training seminar, workshop, or conference conducted pursuant to this Agreement and of any reimbursable publicity or educational materials to be made available for distribution. The Contractor shall acknowledge the support of the State whenever publicizing the work under this Agreement in any media. This provision does not apply to necessary staff meetings or training sessions held for the staff of the Contractor in order to conduct routine business matters.

8. Confidentiality of Information

The Contractor and its employees, agents, or subcontractors shall:

- a. Protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.
- b. Not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.
- c. Promptly transmit to the CDPH Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.
- d. Not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than CDPH without prior written authorization from the CDPH Contract Manager, except if disclosure is required by State or Federal law.
- e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.
- f. As deemed applicable by CDPH, this provision may be supplemented by additional terms and conditions covering personal health information (PHI) or personal, sensitive, and/or confidential information (PSCI). Said terms and conditions will be outlined in one or more exhibits that will either be attached to this Agreement or incorporated into this Agreement by reference.

Exhibit D
Special Terms and Conditions

9. Documents, Publications and Written Reports

(Applicable to agreements over \$5,000 under which publications, written reports and documents are developed or produced. Government Code Section 7550.)

Any document, publication or written report (excluding progress reports, financial reports and normal contractual communications) prepared as a requirement of this Agreement shall contain, in a separate section preceding the main body of the document, the number and dollar amounts of all contracts or agreements and subcontracts relating to the preparation of such document or report, if the total cost for work by nonemployees of the State exceeds \$5,000.

10. Dispute Resolution Process

a. A Contractor 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 Contractor and CDPH, the Contractor must seek resolution using the procedure outlined below.

(1) The Contractor should first informally discuss the problem with the CDPH Program Contract Manager. If the problem cannot be resolved informally, the Contractor 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 Contractor'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 Contractor. The Branch Chief shall respond in writing to the Contractor indicating the decision and reasons therefore. If the Contractor disagrees with the Branch Chief's decision, the Contractor may appeal to the second level.

(2) When appealing to the second level, the Contractor must prepare an appeal indicating the reasons for disagreement with Branch Chief's decision. The Contractor shall include with the appeal a copy of the Contractor'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 Contractor 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 Contractor within twenty (20) working days of receipt of the Contractor's second level appeal.

b. If the Contractor wishes to appeal the decision of the Deputy Director of the division in which the branch is organized or his/her designee, the Contractor 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,

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

11. Officials Not to Benefit

No members of or delegate of Congress or the State Legislature shall be admitted to any share or part of this Agreement, or to any benefit that may arise therefrom. This provision shall not be construed to extend to this Agreement if made with a corporation for its general benefits.

12. Prohibited Use of State Funds for Software

Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Agreement for the acquisition, operation or maintenance of computer software in violation of copyright laws.

13. Contract Uniformity (Fringe Benefit Allowability)

(Applicable only to nonprofit organizations.)

Pursuant to the provisions of Article 7 (commencing with Section 100525) of Chapter 3 of Part 1 of Division 101 of the Health and Safety Code, CDPH sets forth the following policies, procedures, and guidelines regarding the reimbursement of fringe benefits.

- a. As used herein fringe benefits shall mean an employment benefit given by one's employer to an employee in addition to one's regular or normal wages or salary.
- b. As used herein, fringe benefits do not include:
 - (1) Compensation for personal services paid currently or accrued by the Contractor for services of employees rendered during the term of this Agreement, which is identified as regular or normal salaries and wages, annual leave, vacation, sick leave, holidays, jury duty and/or military leave/training.
 - (2) Director's and executive committee member's fees.
 - (3) Incentive awards and/or bonus incentive pay.
 - (4) Allowances for off-site pay.
 - (5) Location allowances.
 - (6) Hardship pay.
 - (7) Cost-of-living differentials
- c. Specific allowable fringe benefits include:
 - (1) Fringe benefits in the form of employer contributions for the employer's portion of payroll taxes (i.e., FICA, SUI, SDI), employee health plans (i.e., health, dental and vision), unemployment

Exhibit D
Special Terms and Conditions

insurance, worker's compensation insurance, and the employer's share of pension/retirement plans, provided they are granted in accordance with established written organization policies and meet all legal and Internal Revenue Service requirements.

d. To be an allowable fringe benefit, the cost must meet the following criteria:

- (1) Be necessary and reasonable for the performance of the Agreement.
- (2) Be determined in accordance with generally accepted accounting principles.
- (3) Be consistent with policies that apply uniformly to all activities of the Contractor.

e. Contractor agrees that all fringe benefits shall be at actual cost.

f. Earned/Accrued Compensation

- (1) Compensation for vacation, sick leave and holidays is limited to that amount earned/accrued within the agreement term. Unused vacation, sick leave and holidays earned from periods prior to the agreement term cannot be claimed as allowable costs. See section f (3)(a) below for an example.
- (2) For multiple year agreements, vacation and sick leave compensation, which is earned/accrued but not paid, due to employee(s) not taking time off may be carried over and claimed within the overall term of the multiple years of the Agreement. Holidays cannot be carried over from one agreement year to the next. See Provision f (3)(b) for an example.
- (3) For single year agreements, vacation, sick leave and holiday compensation that is earned/accrued but not paid, due to employee(s) not taking time off within the term of the Agreement, cannot be claimed as an allowable cost. See Provision f (3)(c) for an example.

(a) **Example No. 1:**

If an employee, John Doe, earns/accrues three weeks of vacation and twelve days of sick leave each year, then that is the maximum amount that may be claimed during a one year agreement. If John Doe has five weeks of vacation and eighteen days of sick leave at the beginning of an agreement, the Contractor during a one-year budget period may only claim up to three weeks of vacation and twelve days of sick leave as actually used by the employee. Amounts earned/accrued in periods prior to the beginning of the Agreement are not an allowable cost.

(b) **Example No. 2:**

If during a three-year (multiple year) agreement, John Doe does not use his three weeks of vacation in year one, or his three weeks in year two, but he does actually use nine weeks in year three; the Contractor would be allowed to claim all nine weeks paid for in year three. The total compensation over the three-year period cannot exceed 156 weeks (3 x 52 weeks).

(c) **Example No. 3:**

If during a single year agreement, John Doe works fifty weeks and used one week of vacation and one week of sick leave and all fifty-two weeks have been billed to CDPH, the remaining unused two weeks of vacation and seven days of sick leave may not be claimed as an allowable cost.

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Special Terms and Conditions

14. Cancellation

- A. This agreement may be cancelled by CDPH **without cause** upon 30 calendar days advance written notice to the Contractor.
- B. CDPH reserves the right to cancel or terminate this agreement immediately for cause. The Contractor may submit a written request to terminate this agreement only if CDPH substantially fails to perform its responsibilities as provided herein.
- C. The term “for cause” shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of this agreement.
- D. Agreement termination or cancellation shall be effective as of the date indicated in CDPH’s notification to the Contractor. The notice shall stipulate any final performance, invoicing or payment requirements.
- E. Upon receipt of a notice of termination or cancellation, the Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent agreement costs.
- F. In the event of early termination or cancellation, the Contractor 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 agreement.

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

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

Exhibit E
Additional Provisions

1. Additional Incorporated Documents

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

1. <https://www.cdph.ca.gov/Programs/CID/DOA/Pages/OAadap.aspx>

2. Insurance Requirements

A. General Provisions Applying to All Policies

1. Coverage Term – Coverage needs to be in force for the complete term of the Agreement. If insurance expires during the term of the Agreement, a new certificate and required endorsements must be received by the State at least ten (10) business days prior to the expiration of this insurance. Any new insurance must comply with the original Agreement terms.
2. Policy Cancellation or Termination and Notice of Non-Renewal – Contractor shall provide to the CDPH within five (5) business days following receipt by Contractor a copy of any cancellation or non-renewal of insurance required by this Contract. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the CDPH may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
3. Premiums, Assessments and Deductibles – Contractor is responsible for any premiums, policy assessments, deductibles or self-insured retentions contained within their insurance program.
4. Primary Clause – Any required insurance contained in this Agreement shall be primary and not excess or contributory to any other insurance carried by the CDPH.
5. Insurance Carrier Required Rating – All insurance companies must carry an AM Best rating of at least “A–” with a financial category rating of no lower than VI. If Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
6. Endorsements – Any required endorsements requested by the CDPH must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

Exhibit E
Additional Provisions

7. Inadequate Insurance – Inadequate or lack of insurance does not negate Contractor's obligations under the Agreement.
8. Use of Subcontractors - In the case of Contractor's utilization of Subcontractors to complete the contracted scope of work, Contractor shall include all Subcontractors as insured under Contractor's insurance or supply evidence of the Subcontractor's insurance to the CDPH equal to policies, coverages, and limits required of Contractor.

B. Insurance Coverage Requirements

Contractor shall display evidence of certificate of insurance evidencing the following coverage:

1. Commercial General Liability – Contractor shall maintain general liability with limits not less than \$1,000,000 per occurrence for bodily injury and property damage combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent Contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Agreement. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to Contractor's limit of liability. The policy shall be endorsed to include, "The State of California, its officers, agents and employees, are included as additional insured, but only with respect to work performed for the state of California under this agreement." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
2. Automobile Liability (when required) – Contractor shall maintain motor vehicle liability insurance with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles. Should the scope of the Agreement involve transportation of hazardous materials, evidence of an MCS-90 endorsement is required. The policy shall be endorsed to include, "The State of California, its officers, agents and employees, are included as additional insured, but only with respect to work performed for the state of California under this agreement." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
3. Worker's Compensation and Employer's Liability (when required) – Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Agreement. Employer's liability limits of \$1,000,000 are required. When work is performed on State owned or controlled property the policy shall contain a waiver of subrogation endorsement in favor of the State. This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

Exhibit E
Additional Provisions

4. Professional Liability (when required) – Contractor shall maintain professional liability covering any damages caused by a negligent error act or omission with limits not less than \$1,000,000 per occurrence and \$1,000,000 policy aggregate. The policy’s retroactive date must be displayed on the certificate of insurance and must be before the date this Agreement was executed or before the beginning of Agreement work.
5. Environmental/Pollution Liability (when required) – Contractor shall maintain pollution liability for limits not less than \$1,000,000 per claim covering Contractor’s liability for bodily injury, property damage and environmental damage resulting from pollution and related cleanup costs incurred arising out of the work or services to be performed under this Agreement. Coverage shall be provided for both work performed on site as well as transportation and proper disposal of hazardous materials. The policy shall be endorsed to include, “The State of California, its officers, agents and employees, are included as additional insured, but only with respect to work performed for the state of California under this agreement.” This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.
6. Aircraft Liability (when required) - Contractor shall maintain aircraft liability with a limit not less than \$3,000,000. The policy shall be endorsed to include, “The State of California, its officers, agents and employees, are included as additional insured, but only with respect to work performed for the state of California under this agreement.” This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.



Exhibit F



Agreement by Employee/Contractor to Comply with Confidentiality Requirements

Summary of Statutes Pertaining to Confidential Public Health Records and Penalties for Disclosure

All HIV/AIDS case reports and any information collected or maintained in the course of surveillance-related activities that may directly or indirectly identify an individual are considered *confidential public health record(s)* under California Health and Safety Code (HSC), Section 121035(c) and must be handled with the utmost confidentiality. Furthermore, HSC §121025(a) prohibits the disclosure of HIV/AIDS-related public health records that contain any personally identifying information to any third party, unless authorized by law for public health purposes, or by the written consent of the individual identified in the record or his/her guardian/conservator. Except as permitted by law, any person who negligently discloses information contained in a confidential public health record to a third party is subject to a civil penalty of up to \$5,000 plus court costs, as provided in HSC §121025(e)(1). Any person who willfully or maliciously discloses the content of a public health record, except as authorized by law, is subject to a civil penalty of \$5,000-\$25,000 plus court costs as provided by HSC §121025(e)(2). Any willful, malicious, or negligent disclosure of information contained in a public health record in violation of state law that results in economic, bodily, or psychological harm to the person named in the record is a misdemeanor, punishable by imprisonment for a period of up to one year and/or a fine of up to \$25,000 plus court costs (HSC §121025(e)(3)). Any person who is guilty of a confidentiality infringement of the foregoing type may be sued by the injured party and shall be personally liable for all actual damages incurred for economic, bodily, or psychological harm as a result of the breach (HSC §121025(e)(4)). Each disclosure in violation of California law is a separate, actionable offense (HSC §121025(e)(5)).

Because an assurance of case confidentiality is the foremost concern of the California Department of Public Health, Office of AIDS (CDPH/OA), any actual or potential breach of confidentiality shall be immediately reported. In the event of any suspected breach, staff shall immediately notify the director or supervisor of the local health department's HIV/AIDS surveillance unit who in turn shall notify the CDPH/OA Surveillance Section Chief or designee. CDPH/OA, in conjunction with the local health department and the local health officer shall promptly investigate the suspected breach. Any evidence of an actual breach shall be reported to the law enforcement agency that has jurisdiction.

Exhibit F

Employee Confidentiality Pledge

I recognize that in carrying out my assigned duties, I may obtain access to private information about persons diagnosed with HIV or AIDS that was provided under an assurance of confidentiality. I understand that I am prohibited from disclosing or otherwise releasing any personally identifying information, either directly or indirectly, about any individual named in any HIV/AIDS confidential public health record. Should I be responsible

for any breach of confidentiality, I understand that civil and/or criminal penalties may be brought against me. I acknowledge that my responsibility to ensure the privacy of protected health information contained in any electronic records, paper documents, or verbal communications to which I may gain access shall not expire, even after my employment or affiliation with the Department has terminated.

By my signature, I acknowledge that I have read, understand, and agree to comply with the terms and conditions above.

Employee Name (print)

Employee Signature

Date

Supervisor Name (print)

Supervisor Signature

Date

Name of Employer

**PLEASE RETAIN A COPY OF THIS
DOCUMENT FOR YOUR RECORDS.**

Exhibit G
HIPAA Business Associate Addendum

I. Recitals

- A. The underlying contract (Agreement), to which this HIPAA Business Associate Addendum (Addendum) is attached to and made a part of, has been determined to constitute a business associate relationship under the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (HIPAA), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (the HITECH Act), 42 U.S.C. section 17921 et seq., and their implementing privacy and security regulations at 45 CFR Parts 160 and 164 (the HIPAA regulations).
- B. The California Department of Public Health (CDPH) wishes to Disclose to _____ (Business Associate) certain information pursuant to the terms of the Agreement, some of which may constitute Protected Health Information (PHI), including Protected Health Information in electronic media (ePHI), under federal law, and Personal Information (PI) under state law.
- C. As set forth in the Agreement, Business Associate is acting on CDPH's behalf and provides services, arranges, performs or assists in the performance of functions or activities on behalf of CDPH and creates, receives, maintains, transmits, Uses or Discloses CDPH PHI or PI. CDPH and Business Associate are each a party to the Agreement and are collectively referred to as the "parties."
- D. The purpose of this Addendum is to protect the privacy and security of the CDPH PHI and PI that may be created, collected, maintained, stored, transmitted, Used or Disclosed pursuant to the Agreement, and to comply with certain standards and requirements of HIPAA, the HITECH Act, and the HIPAA regulations, including, but not limited to, the requirement that CDPH must enter into a contract containing specific requirements with Business Associate prior to the Disclosure of PHI and PI to Business Associate, as set forth in the HIPAA regulations and the HITECH Act.
- E. The terms used in this Addendum, but not otherwise defined, shall have the same meanings as those terms have in the HIPAA regulations. Any reference to statutory or regulatory language shall be to such language as in effect or as amended.

II. Order of Precedence

- A. With respect to privacy and security requirements for all PHI and PI, the terms and conditions of this Addendum shall take precedence over any conflicting terms or conditions set forth in any other part of the Agreement between Business Associate and CDPH, including the Scope of Work, all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.

III. Definitions

- A. The following terms: Breach, Business Associate, Covered Entity, Electronic Health Record, Privacy Rule, Security Rule, and Unsecured PHI, have the same meaning definitions given to them under HIPAA, the HITECH ACT and/or HIPAA regulations.
- B. Designated Record Set means the group of records maintained for CDPH that includes medical, dental, and billing records about individuals; enrollment, payment, claims adjudication, and case or medical management systems maintained for CDPH health plans; or those records used to make decisions about individuals on behalf of CDPH.
- C. Disclosure means the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the information.

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- D. Electronic Protected Health Information (ePHI) means individually identifiable health information transmitted by electronic media or maintained in electronic media, including but not limited to electronic media as set forth under 45 CFR Part 160.103.
- E. Individually Identifiable Health Information means health information, including demographic information collected from an individual, that is created or received by a health care provider, health plan, employer or health care clearinghouse, and relates to the past, present or future physical or mental health or condition of an individual, the provision of health care to an individual, or the past, present, or future payment for the provision of health care to an individual, that identifies the individual or where there is a reasonable basis to believe the information can be used to identify the individual, as set forth under 45 CFR Part 160.103.
- F. Personal Information or PI means information that directly identifies or uniquely describes an individual (either independently or in combination with other information); meets the definition set forth in California Civil Code section 1798.3 or 1798.29; or is protected from Disclosure under applicable state or federal law.
- G. Protected Health Information or PHI means Individually Identifiable Health Information that is transmitted by electronic media, maintained in electronic media, or is transmitted or maintained in any other form or medium, as set forth in 45 CFR Part 160.103.
- H. Required by law means a mandate contained in law that compels an entity to make a Use or Disclosure of PHI or PI that is enforceable in a court of law. This includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information; and a civil or an authorized investigative demand. It also includes Medicare conditions of participation with respect to health care providers participating in the program, and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits.
- I. Secretary means the Secretary of the U.S. Department of Health and Human Services (HHS) or the Secretary's designee.
- J. Security Incident means a suspected or successful unauthorized access, Use, Disclosure, modification, or destruction of CDPH PHI or PI; successful unauthorized access, Use, Disclosure, modification, or destruction of confidential information, that is essential to the ongoing operation of Business Associate's organization and intended for internal Use; or interference with system operations in an information system. The term "Security Incident" shall not include pings and other broadcast attacks on Contractor's firewall, port scans, unsuccessful log-on attempts, denials of service or any combination of the above, so long as no such incident results in any defeat or circumvention of Contractor's IT security infrastructure or in any unauthorized access to, or Use, or Disclosure of, PHI or PI.
- K. Use means sharing, employment, application, utilization, examination, or analysis of information.
- L. Workforce Member(s) means an employee, contractor, agent, volunteer, trainee, or other person whose conduct, in the performance of work for Business Associate, is under the direct control of Business Associate, whether or not they are paid by Business Associate. Pursuant to state policy, Workforce Member(s) must only be located within the continental United States.

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IV. Terms of Agreement

A. Permitted Uses and Disclosures of PHI and PI by Business Associate

Permitted Uses and Disclosures. Except as otherwise indicated in this Addendum, Business Associate may Use or Disclose CDPH PHI and PI only to perform functions, activities, or services specified in the Agreement, for, or on behalf of CDPH, provided that such Use or Disclosure would not violate the HIPAA regulations, if done by CDPH. Any such Use or Disclosure must, to the extent practicable, be restricted to a limited PHI and PI dataset, as defined in 45 CFR section 164.514(e)(2), or, if needed, to the minimum necessary, as defined in 45 CFR section 164.514(d), to accomplish the intended purpose of such Use or Disclosure, in compliance with the HITECH Act and any guidance issued pursuant to such Act, and the HIPAA regulations.

1. **Specific Use and Disclosure Provisions.** Except as otherwise indicated in this Addendum, Business Associate may:
 - a. **Use and Disclose for Management and Administration.** Use and Disclose CDPH PHI and PI for the proper management and administration of Business Associate provided that such Disclosures are required by law, or Business Associate obtains reasonable assurances from the person to whom the information is Disclosed that it will remain confidential and will be Used or further Disclosed only as required by law or for the purpose for which it was Disclosed to the person, and the person notifies Business Associate of any instances of which it is aware that the confidentiality of the information has been Breached.
 - b. **Provision of PHI and PI Aggregation Services.** Use CDPH PHI or PI to provide aggregation services to CDPH. PHI and PI aggregation means the combining of PHI and PI created or received by Business Associate on behalf of CDPH with PHI and PI received by Business Associate in its capacity as Business Associate of another Covered Entity, to permit PHI and PI analyses that relate to the health care operations of CDPH.

B. Prohibited Uses and Disclosures of PHI and PI by Business Associate

1. Business Associate shall not Disclose CDPH PHI or PI about an individual to a health plan for payment or health care operations purposes if the CDPH PHI and PI pertains solely to a health care item or service for which the health care provider involved has been paid out of pocket in full and the individual requests such restriction, in accordance with 42 U.S.C. section 17935(a) and 45 CFR section 164.522(a)(1)(vi).
2. Business Associate shall not directly or indirectly receive remuneration in exchange for CDPH PHI or PI, except with the prior written consent of CDPH and as permitted by 42 U.S.C. section 17935(d)(2).
3. Business Association shall not Use or Disclose CDPH PHI or PI related or potentially related to reproductive health care except as permitted by and in accordance with 45 CFR sections 164.502(a)(5)(iii) and 164.509 and the California Reproductive Privacy Act at California Health and Safety Code section 123460 et., seq.

C. Responsibilities of Business Associate

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Business Associate agrees:

1. **Nondisclosure.** Not to Use or Disclose CDPH PHI or PI other than as permitted or required by the Agreement or as required by law.
 2. **Safeguards.** To implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of the CDPH PHI and PI, including ePHI, that it creates, receives, maintains, stores, Uses, or transmits on behalf of CDPH, in compliance with 45 CFR Parts 164.308, 164.310 and 164.312, and to prevent Use or Disclosure of CDPH PHI and PI other than as provided for by the Agreement. Business Associate shall implement reasonable and appropriate policies and procedures to comply with the standards, implementation specifications, and other requirements of 45 CFR Part 164, subpart C, in compliance with 45 CFR Part 164.316. Business Associate 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 Business Associate's operations and the nature and scope of its activities, and which incorporates the requirements of section IV(C)(3), Security, below. Business Associate shall provide CDPH with Business Associate's current and updated policies within five (5) business days of a request by CDPH for the policies.
 3. **Security.** To take all steps reasonably necessary to ensure the continuous security, confidentiality, integrity, and availability of all systems and devices holding, processing, or transporting CDPH PHI or PI, and to protect physical documents containing CDPH PHI or PI. These steps shall include, at a minimum:
 - a. Complying with all CDPH PHI and PI system security precautions listed in Attachment A, Business Associate CDPH PHI and PI Data Security Standards;
 - b. Achieving and maintaining compliance with the HIPAA Security Rule (45 CFR Parts 160 and 164), as necessary in conducting operations on behalf of CDPH under the Agreement;
 - c. 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 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;
 - ci. In case of a conflict between any of the security standards contained in any of these enumerated sources of security standards, the most stringent shall apply. The most stringent means that safeguard which provides the highest level of protection to CDPH PHI and PI from unauthorized Disclosure. Further, Business Associate must comply with changes to these standards that occur after the effective date of the Agreement; and
 - cii. Business Associate shall designate a Security Officer to oversee its compliance with this Addendum and to communicate with CDPH on matters concerning this Addendum.
- D. Mitigation of Harmful Effects.** To mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of CDPH PHI or PI by Business Associate or its subcontractors in violation of the requirements of this Addendum.
- E. Business Associate's Agents, Subcontractors, Independent Consultants, and Vendors.**

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1. To enter into written agreements with any agents, subcontractors, independent consultants, and vendors, with respect to CDPH PHI or PI Disclosed to Business Associate, or collected, created, maintained, stored, transmitted, or Used by Business Associate for or on behalf of CDPH, that impose restrictions and conditions at least as stringent as those herein on such agents, subcontractors, independent consultants, and vendors that apply to Business Associate with respect to such CDPH PHI and PI under this Addendum, and that comply with all applicable provisions of HIPAA, the HITECH Act and the HIPAA regulations.
2. In accordance with 45 CFR section 164.504(e)(1)(ii) & (iii), upon Business Associate's knowledge of a material breach or violation by its subcontractor of the agreement between Business Associate and the subcontractor, Business Associate shall:
 - a. Provide an opportunity for the subcontractor to cure the breach, end the violation, or terminate the agreement if the subcontractor does not cure the breach or end the violation within the time specified by CDPH; or
 - b. Immediately terminate the agreement if the subcontractor has breached a material term of the agreement and curing the breach is not possible.

F. Availability of Information to CDPH and Individuals. To provide access and information:

1. To provide access as CDPH may require, and in the time and manner designated by CDPH (upon reasonable notice and during Business Associate's normal business hours) to CDPH PHI and PI in a Designated Record Set, to CDPH (or, as directed by CDPH), to an individual, in accordance with 45 CFR Part 164.524. Business Associate shall use the forms and processes developed by CDPH for this purpose and shall respond to requests for access to records transmitted by CDPH within fifteen (15) calendar days of receipt of the request by producing the records or verifying that there are none.
2. If Business Associate maintains an Electronic Health Record with CDPH PHI and PI, and an individual requests a copy of such information in an electronic format, Business Associate shall provide such information in an electronic format to enable CDPH to fulfill its obligations under the HITECH Act, including but not limited to, 42 U.S.C. section 17935(e).
3. If Business Associate receives PHI or PI from CDPH that was provided to CDPH by the Social Security Administration, upon request by CDPH, Business Associate shall provide CDPH with a list of all employees, contractors, and agents who have access to the Social Security PHI or PI, including employees, contractors and agents of its subcontractors and agents.

G. Amendment of CDPH PHI and PI. Business Associate shall make any amendment(s) to CDPH PHI or PI in its possession that CDPH directs or agrees to, pursuant to 45 CFR Part 164.526 and, as applicable, Civil Code 1798.35, in the time and manner designated by CDPH.

H. Internal Practices. To make Business Associate's internal practices, books and records relating to the Use and Disclosure of PHI and PI received from CDPH or created or received by Business Associate on behalf of CDPH, available to CDPH or to the Secretary in a time and manner designated by CDPH or by the Secretary, for purposes of determining CDPH's compliance with the HIPAA regulations. If any information needed for this purpose is in the exclusive possession of any other entity or person and the other entity or person fails or refuses to furnish the information to Business Associate, Business Associate shall so certify to CDPH and shall set forth the efforts it made to obtain the information.

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I. **Documentation of Disclosures.** To document and make available to CDPH (or at the direction of CDPH) to an individual such Disclosures of CDPH PHI or PI, and information related to such Disclosures, necessary to respond to a proper request by the subject individual for an accounting of Disclosures of CDPH PHI or PI, in accordance with the HITECH Act and its implementing regulations, including but not limited to 45 CFR Part 164.528 and 42 U.S.C. section 17935(c) and, as applicable, Civil Code section 1798.25. If Business Associate maintains Electronic Health Records for CDPH, Business Associate must provide an accounting of Disclosures, excluding those Disclosures for treatment, payment, or health care operations. If Business Associate acquires Electronic Health Records for CDPH, Business Associate must provide an accounting of Disclosures, including those Disclosures for treatment, payment, or health care operations, effective with Disclosures on or after the date the Electronic Health Record is acquired. The electronic accounting of Disclosures shall be for Disclosures during the six (6) years prior to the request for an accounting.

J. **Breaches and Security Incidents.** During the term of the Agreement, Business Associate agrees to implement reasonable systems for the discovery and prompt reporting of any Breach or Security Incident, and to take the following steps:

1. **Notice to CDPH.** Business Associate shall notify CDPH **immediately by telephone and email** upon the discovery of a Breach of unsecured CDPH PHI or PI in electronic media or in any other media if the CDPH PHI or PI was, or is reasonably believed to have been, accessed or acquired by an unauthorized person, or upon the discovery of a suspected Security Incident that involves PHI or PI provided to CDPH by the Social Security Administration. Business Associate shall notify CDPH **within twenty-four (24) hours by email** of the discovery of any Security Incident of CDPH PHI or PI in violation of the Agreement and this Addendum, or potential loss of confidential CDPH PHI or PI affecting the Agreement. If a law enforcement agency determines the notification of a Breach or Security Incident will impede a criminal investigation, the notification required by this section shall be made to CDPH immediately after the law enforcement agency determines such notification will not compromise the investigation. Notification shall be provided to the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer, using the contact information listed in Section IV(J)(6) below. If the Breach or Security Incident is discovered after business hours or on a weekend or holiday and involves CDPH PHI or PI in electronic or computerized form, notification to CDPH shall be provided by calling the CDPH Information Security Office at the telephone number listed in Section IV(J)(6), below. For purposes of this Section, Breaches and Security Incidents shall be treated as discovered by Business Associate as of the first day on which such Breach or Security Incident is known to Business Associate, or, by exercising reasonable diligence, would have been known to Business Associate. Business Associate shall be deemed to have knowledge of a Breach if such Breach is known, or by exercising reasonable diligence, would have been known, to any person who is a Workforce Member(s) or agent of Business Associate, other than the person committing the Breach.

Business Associate shall take:

- a. prompt action to immediately investigate such Breach or Security Incident;
- b. prompt corrective action to mitigate any risks or damages involved with the Breach or Security Incident and to protect the operating environment; and
- c. any action pertaining to a Breach required by applicable state and federal laws and regulations.

2. **Investigation of Breach and Security Incidents.** Business Associate shall immediately investigate such Breach or Security Incident. As soon as the information is known and subject to

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the legitimate needs of law enforcement, Business Associate shall inform the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:

- a. what data elements were involved, and the extent of the data Disclosure or access involved in the Breach, including, specifically, the number of individuals whose PHI or PI was Breached;
 - b. a description of the unauthorized persons known or reasonably believed to have improperly Used the CDPH PHI or PI and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the CDPH PHI or PI, or to whom it is known or reasonably believed to have had the CDPH PHI or PI improperly Disclosed to them;
 - c. a description of where the CDPH PHI or PI is believed to have been improperly Used or Disclosed;
 - d. a description of the probable and proximate causes of the Breach or Security Incident; and
 - e. whether any state or federal laws requiring individual notifications of Breaches were triggered.
3. **Written Report(s).** Business Associate shall provide written report(s) to the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Information Security Officer as soon as practicable after the discovery of the Breach or Security Incident, and as further requested. The report(s) shall include, but not be limited to, the information specified above, as well as an assessment of all known factors relevant to a determination of whether a Breach occurred under applicable provisions of HIPAA, the HITECH Act, the HIPAA regulations and/or state law. The report(s) shall also include a detailed corrective action plan, including information on measures that were taken to halt and/or contain the Breach or Security Incident, and measures to be taken to prevent the recurrence or further Disclosure of CDPH PHI or PI regarding such Breach or Security Incident.
4. **Notification to Individuals.** If notification to individuals whose information was Breached is required under state or federal law, and regardless of whether Business Associate is considered only a custodian and/or non-owner of the CDPH PHI or PI, Business Associate shall, at its sole expense, and at the sole election of CDPH, either:
- a. make notification to the individuals affected by the Breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal Breach notice laws. Business Associate shall inform the CDPH Privacy Officer of the time, manner, and content of any such notifications prior to the transmission of such notifications to the individuals; or
 - b. cooperate with and assist CDPH in its notification (including substitute notification) to the individuals affected by the Breach.
5. **Reporting of Breaches.** If the cause of a Breach of CDPH PHI or PI is attributable to Business Associate or its agents, subcontractors or vendors, Business Associate is responsible for all required reporting of the Breach as specified in 42 U.S.C. section 17932 and its implementing regulations, including notification to media outlets and to the Secretary. If a Breach of unsecured CDPH PHI or PI involves more than five hundred (500) residents of the State of California or its jurisdiction, Business Associate shall, at its sole expense, and at the sole election of CDPH either:

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- a. make notification to the Secretary of the Breach. (If Business Associate has reason to believe duplicate reporting of the same Breach or incident may occur because its subcontractors, agents or vendors may report the Breach to CDPH in addition to Business Associate, Business Associate shall notify CDPH, and CDPH and Business Associate may take appropriate action to prevent duplicate reporting); or
 - b. cooperate with and assist CDPH in its notification to the Secretary.
6. **CDPH Contact Information.** To direct communications to the above referenced CDPH staff, the Business Associate shall initiate contact as indicated herein. CDPH reserves the right to make changes to the contact information below by giving written notice to the Business Associate. Said changes shall not require an amendment to this Addendum or the Agreement to which it is incorporated.

CDPH Program Contract Manager	CDPH Privacy Officer	CDPH 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 P.O. Box 997377, MS 0506 Sacramento, CA 95899-7377 Email: privacy@cdph.ca.gov Telephone: (877) 421-9634	Chief Information Security Officer Information Security Office California Dept. of Public Health P.O. Box 997413, MS 6302 Sacramento, CA 95899-7413 Email: cdph.infosecurityoffice@cdph.ca.gov Telephone: (855) 500-0016

K. Due Diligence. Business Associate shall exercise due diligence and shall take reasonable steps to ensure that it remains in compliance with this Addendum and is in compliance with applicable provisions of HIPAA, the HITECH Act, and the HIPAA regulations, and that its agents, subcontractors and vendors are in compliance with their obligations as required by this Addendum.

L. Sanctions and/or Penalties. Business Associate understands that a failure to comply with the provisions of HIPAA, the HITECH Act, and the HIPAA regulations that are applicable to Business Associate may result in the imposition of sanctions and/or penalties on Business Associate under HIPAA, the HITECH Act, and the HIPAA regulations.

V. Obligations of CDPH

CDPH agrees to:

A. Notice of Privacy Practices. Provide Business Associate with the Notice of Privacy Practices that CDPH produces in accordance with 45 CFR Part 164.520, as well as any changes to such notice.

B. Permission by Individuals for Use and Disclosure of PHI and PI. Provide Business Associate with any changes in, or revocation of, permission by an individual to Use or Disclose CDPH PHI and PI, if such changes affect Business Associate’s permitted or required Uses and Disclosures.

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- C. *Notification of Restrictions.*** Notify Business Associate of any restriction to the Use or Disclosure of CDPH PHI and PI that CDPH has agreed to in accordance with 45 CFR Part 164.522, to the extent that such restriction may affect Business Associate's Use or Disclosure of CDPH PHI and PI.
- D. *Requests Conflicting with HIPAA Rules.*** Not request Business Associate Use or Disclose CDPH PHI and PI in any manner that would not be permissible under the HIPAA regulations if done by CDPH.

VI. Audits, Inspection and Enforcement

- A.** CDPH may inspect the facilities, systems, books, and records of Business Associate as it may relate to CDPH, to monitor compliance with the Agreement and this Addendum. Business Associate shall promptly remedy any violation of any provision of this Addendum and shall certify the same to the CDPH Program Contract Manager, CDPH Privacy Officer, and CDPH Information Security Officer in writing. The fact that CDPH inspects, or fails to inspect, or has the right to inspect, Business Associate's facilities, systems and procedures does not relieve Business Associate of its responsibility to comply with this Addendum, nor does CDPH's:
 - 1. Failure to detect; or
 - 2. Detection, but failure to notify Business Associate or require Business Associate's remediation of any unsatisfactory practices constitute acceptance of such practice or a waiver of CDPH's enforcement rights under the Agreement and this Addendum.
- B.** If Business Associate is the subject of an audit, compliance review, or complaint investigation by, the U.S. Office of Civil Rights or the U.S. Department of Health and Human Services, that is related to the performance of its obligations pursuant to this Addendum, Business Associate shall notify CDPH and provide CDPH with a copy of any CDPH PHI or PI that Business Associate concurrently provides to the Office of Civil Rights or the U.S. Department of Health and Human Services. Any civil penalties assessed by a government entity due to an audit or investigation of Business Associate will be the Business Associate's responsibility in accordance with 42 U.S.C. section 17934(c).

- VII. *Requests for CDPH PHI or PI by Third Parties.*** Business Associate and its employees, agents, or subcontractors shall promptly transmit to the CDPH Program Contract Manager all requests for Disclosure of any CDPH PHI or PI requested by third parties to the Agreement (except from an individual for an accounting of Disclosures of the individual's Personal Information pursuant to applicable state or federal law), including but not limited to, requests under the California Public Records Act, subpoenas, or court orders, unless prohibited from doing so by applicable state or federal law.

VIII. Termination

- A. *Term.*** The Term of this Addendum shall commence as of the effective date of the Agreement and shall extend beyond the termination of the Agreement and shall terminate when all the CDPH PHI and PI provided by CDPH to Business Associate or created or received by Business Associate on behalf of CDPH, is destroyed or returned to CDPH, in accordance with 45 CFR section 164.504(e)(2)(ii)(J).
- B. *Termination for Cause by CDPH.*** In accordance with 45 CFR section 164.504(e)(1)(ii), upon CDPH's knowledge of a material breach or violation of this Addendum by Business Associate, CDPH shall:

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1. Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the Agreement if Business Associate does not cure the breach or end the violation within the time specified by CDPH; or
2. Immediately terminate the Agreement if Business Associate has breached a material term of this Addendum and cure is not possible.
3. CDPH may terminate the Agreement if Business Associate is found guilty of a criminal violation of HIPAA. CDPH may terminate the Agreement if a finding or stipulation is made, in any administrative or civil proceeding in which Business Associate is a party or has been joined, that Business Associate has violated a material standard or requirement of HIPAA, or other health information privacy law with respect to PHI created, received, maintained, or transmitted on behalf of CDPH pursuant to the Agreement or this Addendum. Prior to termination based on such finding or stipulation, CDPH shall consider the circumstances, and consider efforts made by Business Associate to remedy the condition which resulted in such finding or stipulation, including but not limited to Business Associate's Corrective Action Plan (CAP) if a CAP is required.

C. Termination for Cause by Business Associate. In accordance with 42 U.S.C. section 17934(b) of the HITECH Act and to the extent required by the HIPAA regulations, if Business Associate knows of a material breach or violation by CDPH of this Addendum, it shall take the following steps:

1. Provide an opportunity for CDPH to cure the breach or end the violation and terminate the Agreement if CDPH does not cure the breach or end the violation within the time specified by Business Associate; or
2. Immediately terminate the Agreement if CDPH has breached a material term of the Addendum and cure is not possible.

D. Judicial or Administrative Proceedings. Business Associate will notify CDPH if it is named as a defendant in a criminal proceeding for a violation of HIPAA or named in any administrative or civil proceeding in which Business Associate is a party or has been joined, which alleges that Business Associate has violated a material standard or requirement of HIPAA, or other health information privacy law with respect to PHI or PI created, received, maintained, or transmitted on behalf of CDPH.

E. Return or Destruction of CDPH PHI and PI on Expiration or Termination. Upon expiration or termination of the Agreement for any reason, Business Associate shall securely return or destroy all CDPH PHI and PI received from CDPH (or created or received by Business Associate on behalf of CDPH) that Business Associate still maintains in any form and shall retain no copies of such CDPH PHI and PI. If return or destruction is not feasible, Business Associate shall provide a written explanation to the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer, using the contact information listed in Section IV(J)(6), above. This provision shall apply to CDPH PHI and PI that is in the possession of subcontractors or agents of Business Associate.

1. *Retention Required by Law.* If required by state or federal law, Business Associate may retain, after expiration or termination, CDPH PHI and PI for the time specified as necessary to comply with the law.
2. *Obligations Continue Until Return or Destruction.* Business Associate's obligations under this Addendum shall continue until Business Associate returns or destroys the CDPH PHI and PI or returns the CDPH PHI and PI; provided, however, that on expiration or termination of the Agreement between Business Associate and CDPH, Business Associate shall not further Use or Disclose the CDPH PHI and PI except as required by state or federal law.

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3. **Notification of Election to Destroy CDPH PHI and PI.** If Business Associate elects to destroy the CDPH PHI and PI, Business Associate shall certify in writing, to the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer, using the contact information listed in Section IV(J)(6), above, that the CDPH PHI and PI has been securely destroyed. The notice shall include the date and type of destruction method used.

IX. Miscellaneous Provisions

- A. Disclaimer.** CDPH makes no warranty or representation that compliance by Business Associate with this Addendum, HIPAA, or the HIPAA regulations will be adequate or satisfactory for Business Associate's own purposes or that any information in Business Associate's possession or control, or transmitted or received by Business Associate, is or will be secure from unauthorized Use or Disclosure. Business Associate is solely responsible for all decisions made by Business Associate regarding the safeguarding of CDPH PHI and PI.
- B. Amendment.** The parties acknowledge that state and federal laws relating to electronic PHI and PI security and privacy are rapidly evolving and that amendment of this Addendum 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 of HIPAA, the HITECH Act, the HIPAA regulations, and other applicable laws relating to the security or privacy of PHI and PI. Upon CDPH's request, Business Associate agrees to promptly enter negotiations with CDPH concerning an amendment to this Addendum embodying written assurances consistent with the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations or other applicable laws. CDPH may terminate the Agreement upon thirty (30) days written notice in the event:
 1. Business Associate does not promptly enter negotiations to amend this Addendum when requested by CDPH pursuant to this section; or
 2. Business Associate does not enter into an amendment providing assurances regarding the safeguarding of PHI and PI that CDPH in its sole discretion, deems sufficient to satisfy the standards and requirements of HIPAA, the HITECH Act, the HIPAA regulations, and other applicable laws relating to the security or privacy of PHI and PI.
- C. Assistance in Litigation or Administrative Proceedings.** Business Associate shall make itself and any subcontractors, Workforce Member(s), or agents assisting Business Associate in the performance of its obligations under the 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 directors, officers, or employees based upon claimed violation of HIPAA, the HIPAA regulations or other laws relating to security and privacy, which involves inactions or actions by Business Associate, except where Business Associate or its subcontractor, employee, or agent is a named adverse party.
- D. No Third-Party Beneficiaries.** Nothing express or implied in the terms and conditions of this Addendum is intended to confer, nor shall anything herein confer, upon any person other than CDPH or Business Associate and its respective successors or assignees, any rights, remedies, obligations, or liabilities whatsoever.
- E. Interpretation.** The terms and conditions in this Addendum shall be interpreted as broadly as necessary to implement and comply with HIPAA, the HITECH Act, the HIPAA regulations, and applicable state laws. The parties agree that any ambiguity in the terms and conditions of this

Exhibit G
HIPAA Business Associate Addendum

Addendum shall be resolved in favor of a meaning that complies and is consistent with HIPAA, the HITECH Act, and the HIPAA regulations, and applicable state laws.

- F. *Regulatory References.*** A reference in the terms and conditions of this Addendum to a section in the HIPAA regulations means the section as in effect or as amended.
- G. *Survival.*** If Business Associate does not return or destroy the CDPH PHI and PI upon completion or termination of the Agreement, the respective rights and obligations of Business Associate under Sections IV(C) and IV(J), of this Addendum shall survive the completion or termination of the Agreement between Business Associate and CDPH.
- H. *No Waiver of Obligations.*** No change, waiver, or discharge of any liability or obligation hereunder on any one or more occasions shall be deemed a waiver of performance of any continuing or other obligation, or shall prohibit enforcement of any obligation, on any other occasion.

Attachment A
Business Associate CDPH PHI and PI Data Security Standards

I. Personnel Controls

- A. *Workforce Member(s) Training and Confidentiality.*** Before being allowed access to CDPH PHI and PI, all Business Associate's Workforce Member(s) who will be granted access to CDPH PHI and PI must be trained in their security and privacy roles and responsibilities at Business Associate's expense and must sign a confidentiality Use statement indicating they will not improperly Use or Disclose the CDPH PHI and PI to which they have access.. Training must be on an annual basis. Acknowledgments of completed training and confidentiality statements, which have been signed and dated by Workforce Member(s) must be retained by the Business Associate for a period of six (6) years following contract termination. Business Associate shall provide the acknowledgements within five (5) business days to CDPH if so requested.
- B. *Workforce Member(s) Discipline.*** Appropriate discipline, including termination of employment where appropriate, must be applied against Workforce Member(s) who fail to comply with Business Associate's privacy policies and procedures, acceptable Use agreements, or any other provisions of these requirements. Business Associate has sole discretion to determine the type and degree of discipline taken.
- C. *Workforce Member(s) Assessment.*** Before being permitted access to CDPH PHI and PI, Business Associate must ensure there is no indication its Workforce Member(s) present a risk to the security or integrity of CDPH PHI and PI. Business Associate shall retain the Workforce Member(s)' assessment documentation for a period of three (3) years following contract termination.

II. Technical Security Controls

A. *Encryption.*

- All desktop computers and mobile computing devices must be encrypted, in accordance with CDPH Cryptographic Standards or using the latest FIPS 140 validated cryptographic modules.

Exhibit G**HIPAA Business Associate Addendum**

- All electronic files that contain CDPH PHI and PI must be encrypted when stored on any removable media type device (such as USB thumb drives, CD/DVD, tape backup, etc.), in accordance with CDPH Cryptographic Standards or using the latest FIPS 140 validated cryptographic modules.
 - CDPH PHI and PI must be encrypted during data in-transit and at-rest on all public telecommunications and network systems, and at all points not in the direct ownership and control of the Department, in accordance with CDPH Cryptographic Standards or using the latest FIPS 140 validated cryptographic modules.
- B. Server Security.** Servers containing unencrypted CDPH PHI and PI must have sufficient local and network perimeter administrative, physical, and technical controls in place to protect the CDPH information asset, based upon a current risk assessment/system security review.
- C. Minimum Necessary.** Only the minimum amount of CDPH PHI and PI required to complete an authorized task or workflow may be copied, downloaded, or exported to any individual device.
- D. Antivirus Software.** Business Associate shall employ automatically updated malicious code protection mechanisms (anti-malware programs or other physical or software-based solutions) at its network perimeter and at workstations, servers, or mobile computing devices to continuously monitor and take actions against system or device attacks, anomalies, and suspicious or inappropriate activities.
- E. Patch Management.** All devices that process or store CDPH PHI and PI must have a documented patch management process. Vulnerability patching for Common Vulnerability Scoring System (CVSS) “Critical” severity ratings (CVSS 9.0 – 10.0) shall be completed within forty-eight (48) hours of publication or availability of vendor supplied patch; “High” severity rated (CVSS 7.0- 8.9) shall be completed within seven (7) calendar days of publication or availability of vendor supplied patch; all other vulnerability ratings (CVSS 0.1 – 6.9) shall be completed within thirty (30) days of publication or availability of vendor supplied patch, unless prior ISO and PO variance approval is granted.
- F. User Identification and Access Control.** All Business Associate Workforce Member(s) must have a unique local and/or network user identification (ID) to access CDPH PHI and PI. To access systems/applications that store, process, or transmit CDPH PHI and PI, it must comply with SIMM 5360-C Multi-factor Authentication (MFA) Standard and NIST SP800-63B Digital Identity Guidelines. The SIMM 5350-C provides steps for determining the Authenticator Assurance Level (AAL), and a set of permitted authenticator types for each AAL (0-3). Note: MFA requirement does not apply to AAL 0.

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

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

AAL 1

AAL 2

AAL 3

Exhibit G
HIPAA Business Associate Addendum

Permitted Authenticator Types	<ul style="list-style-type: none"> - Memorized Secret - Look-Up Secret - Out-of-Band Devices - Single-Factor One-Time Password (OTP) Device - Multi-Factor OTP Device - Single-Factor Cryptographic Software - Single-Factor Cryptographic Device - Multi-Factor Cryptographic Software - Multi-Factor Cryptographic Device 	<ul style="list-style-type: none"> - Multi-Factor OTP Device - Multi-Factor Cryptographic Software - Multi-Factor Cryptographic Device - Memorized Secret <p>plus:</p> <ul style="list-style-type: none"> - Look-Up Secret - Out-of-Band Device - Single-Factor OTP Device - Single-Factor Cryptographic Software - Single-Factor Cryptographic Device 	<ul style="list-style-type: none"> - Multi-Factor Cryptographic Device - Single-Factor Cryptographic Device used in conjunction with Memorized Secret - Multi-Factor OTP device (software or hardware) used in conjunction with a Single-Factor Cryptographic Device - Multi-Factor OTP device (hardware only) used in conjunction with a Single-Factor Cryptographic Software - Single-Factor OTP device (hardware only) used in conjunction with a Multi-Factor Cryptographic Software Authenticator - Single-Factor OTP device (hardware only) used in conjunction with a Single-Factor Cryptographic Software Authenticator and a Memorized Secret.
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G. CDPH PHI and PI Destruction. When no longer required for business needs or legal retention periods, all electronic and physical media holding CDPH PHI and PI must be purged from Business Associate’s systems and facilities using the appropriate guidelines for each media type as described in the prevailing “National Institute of Standards and Technology – Special Publication 800-88” – “Media Sanitization Decision Matrix.”

H. Reauthentication. Business Associate’s computing devices holding, or processing CDPH PHI and PI must comply the Reauthentication requirement, in which a session must be terminated (e.g., logged out) when the specified time is reached. Note: Reauthentication requirement does not apply to Authenticator Assurance Level (AAL) 0.

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

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

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

I. Warning Banners. During a user log-on process, all systems providing access to CDPH PHI and PI, must display a warning banner stating that the CDPH PHI and PI is confidential, system and user activities are logged, and system and CDPH PHI and PI Use is for authorized business purposes only. User must be directed to log-off the system if they do not agree with these conditions.

J. System Logging. Business Associate shall ensure its information systems and devices that hold or process CDPH PHI and PI are capable of being audited and the events necessary to reconstruct transactions and support after-the-fact investigations are maintained. This includes the auditing necessary to cover related events, such as the various steps in distributed, transaction-based processes and actions in service-oriented architectures. Audit trail information with CDPH PHI and

Exhibit G**HIPAA Business Associate Addendum**

PI must be stored with read-only permissions and be archived for six (6) years after event occurrence. There must protect audit information and audit logging tools from unauthorized access, modification, and deletion. There must also be a documented and routine procedure in place to review system logs for unauthorized access.

- K. *Live Data Usage.*** Using live data (production data) for testing and training purposes is not allowed. Synthetic data must be Used. If synthetic data cannot be generated and/or Used, a de-identification process against the live data must be done to reduce privacy risks to individuals. The de-identification process removes identifying information from a dataset so that individual data cannot be linked with specific individuals. Refer to CHHS Data De-Identification Guidelines.
- L. *Privileged Access Management (PAM).*** Business Associate who is responsible for setting up and maintaining privileged accounts related to CDPH electronic information resources shall comply with the CDPH PAM Security Standard. Information resources include user workstations as well as servers, databases, applications, and systems managed on-premises and on the cloud.
- M. *Intrusion Detection.*** All Business Associate systems and devices holding, processing, or transporting CDPH PHI and PI that interact with untrusted devices or systems via the Business Associate intranet and/or the internet must be protected by a monitored comprehensive intrusion detection system and/or intrusion prevention system.

III. Audit Controls

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

IV. Business Continuity / Disaster Recovery Controls

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

V. Paper Document Controls

Exhibit G
HIPAA Business Associate Addendum

- A. *Supervision of CDPH PHI and PI.*** CDPH PHI and PI in any physical format shall not be left unattended at any time. When not under the direct observation of an authorized Business Associate Workforce Member(s), the CDPH PHI and PI must be stored in a locked file cabinet, desk, or room. It also shall not be left unattended at any time in private vehicles or common carrier transportation, and it shall not be placed in checked baggage on common carrier transportation.
- B. *Escorting Visitors.*** Visitors who are not authorized to see CDPH PHI and PI must be escorted by authorized Workforce Member(s) when in areas where CDPH PHI and PI is present, and CDPH PHI and PI shall be kept out of sight of visitors.
- C. *Removal of CDPH PHI and PI.*** CDPH PHI and PI in any format must not be removed from the secure computing environment or secure physical storage of the Business Associate, except with express written permission of the CDPH PHI and PI owner.
- D. *Faxing and Printing.*** Business Associate shall control access to information system output devices, such as printers and facsimile devices, to prevent unauthorized individuals from obtaining any output containing CDPH PHI and PI. Fax numbers shall be verified with the intended recipient before transmittal.
- E. *Mailing.*** Mailings of CDPH PHI and PI shall be sealed and secured from damage or inappropriate viewing to the extent possible. Mailings which include five hundred (500) or more individually identifiable records of CDPH PHI and PI in a single package shall be sent using a tracked mailing method which includes verification of delivery and receipt, unless the prior written permission of CDPH to use another method is obtained.

Exhibit H
 Security Requirements, Protections, and Confidentiality Checklist

Enrollment Site Number:	Enrollment Site Contact:
<p><u>Instructions:</u> The Contractor shall complete and return this checklist with the signed copy of the contract agreement. To complete this checklist, the authorized agency administrator or representative attests by checking the boxes adjacent to the statement and signing this checklist that the CDPH/OA Enrollment Site meets, and shall continue to meet throughout the life of the contract, the requirements as identified in the Scope of Work exhibit which includes those identified below:</p>	
1. The Contractor has reviewed and attests that the contracting agency or organization meets the requirements as written in the “Nondiscrimination Clause (OCP-1)” STD 17A form and has a process in place to deal with discrimination complaints.	<input type="checkbox"/>
2. The Contractor can ensure the administrative, physical and technical safeguards of protected health information as required in the CDPH HIPAA BAA.	<input type="checkbox"/>
<p><i>2a. Breaches of confidential client information must be <u>immediately</u> reported to CDPH/OA. In the space below, please identify the process and individual(s) your agency or organization has in place to report breaches of CDPH/OA clients’ protected health or personal information. Attach additional page(s) if necessary.</i></p> <hr/> <hr/> <hr/> <hr/>	
3. The applicable Notices of Privacy Practices are posted in an area at the Enrollment Site that is accessible and visible to CDPH/OA applicants/clients.	<input type="checkbox"/>

Please submit the completed Checklist to your CDPH/OA Advisor. All of the requirements listed above must be met in order to become an authorized Enrollment Site.

Exhibit H
 Security Requirements, Protections, and Confidentiality Checklist

Enrollment Site Number:		Enrollment Site Contact:
4. The Medication and Insurance Assistance Programs Grievance Form is posted in an area at the Enrollment Site that is accessible and visible to CDPH/OA applicants/clients		<input type="checkbox"/>
5. The Contractor has internet access and scanning and uploading capabilities to allow for the creation of electronic client files within the designated CDPH/OA secure web-based enrollment system, AES.		<input type="checkbox"/>
6. The Contractor has desktop computers, laptop computers, or other hand held electronic devices (shared or individual) with internet access available for all site personnel who will be performing CDPH/OA enrollment services.		<input type="checkbox"/>
7. The Contractor fax machines, printers, scanners, and any other resource equipment used to transmit and/or receive CDPH/OA client enrollment information/documentation are located in a secure area at this Enrollment Site.		<input type="checkbox"/>
8. The Contractor has ensured that all site personnel authorized to access the AES are trained in and use individual multi-factor authentication when connecting to the AES.		<input type="checkbox"/>
Printed Name of Site Administrator	Signature of Site Administrator	Date Signed

Please submit the completed Checklist to your CDPH/OA Advisor. All of the requirements listed above must be met in order to become an authorized Enrollment Site.



Exhibit I



State of California

Health and Human Services Agency

California Department of Public Health

MESSAGE FROM PrEP ASSISTANCE PROGRAM NOTICE OF PRIVACY PRACTICES

Effective December 1, 2023

THIS NOTICE DESCRIBES HOW MEDICAL INFORMATION ABOUT YOU MAY BE USED AND DISCLOSED AND HOW YOU CAN GET ACCESS TO THIS INFORMATION.

PLEASE REVIEW IT CAREFULLY.

The Pre-Exposure Prophylaxis Assistance Program (PrEP-AP) and any business associates providing services to PrEP-AP must keep your health information private. PrEP-AP receives information about you when you apply for benefits and when your pharmacist sends PrEP-AP a bill for your care. PrEP-AP also receives medical information on your treatment when PrEP-AP approves your care. PrEP-AP must give you this notice about the law and how PrEP-AP can use and share your health information and what your rights are.

HOW PrEP-AP MAY USE AND SHARE INFORMATION ABOUT YOU

PrEP-AP may only use and share information about you, as required or permitted by law, in the operation of PrEP-AP consistent with California Health and Safety Code section 120972. This information includes things like your name, address, personal facts, medical history, Social Security number, medical care given to you and other personal information.

PrEP-AP uses this information and shares it with others for the following reasons:

- **For payment:** PrEP-AP and others that work with PrEP-AP review, approve, and pay for pharmacy bills sent to PrEP-AP for your medical care. When PrEP-AP does this, PrEP-AP shares information with the pharmacy benefits manager, pharmacists, doctors, and others who bill PrEP-AP for your care.
- **For health care operations:** PrEP-AP may use your health records to check the quality of the prescription drug treatment you receive and to check your medical need to receive restricted PrEP-AP drugs. PrEP-AP may also use this information in audits or fraud investigations, or for planning and managing PrEP-AP.
- **For eligibility determination:** PrEP-AP may share your PrEP-AP information with contractors for the purpose of PrEP-AP administration, including eligibility and enrollment activities.

Exhibit I

- PrEP-AP may also share your name and Social Security number or individual taxpayer identification number with the California State Franchise Tax Board. This allows PrEP-AP to verify your income from reported tax records and allows us to obtain required financial documentation if you do not have these records.

SOME OTHER WAYS PrEP-AP MAY SHARE YOUR INFORMATION

The law also allows PrEP-AP to use or disclose information PrEP-AP has about you for the following reasons:

- To contact you about your PrEP-AP benefits.
- When required by state or federal law.
- To agencies that oversee audits or investigations for purposes directly related to PrEP-AP.
- In appeals of decisions about health care claims paid or denied by PrEP-AP.
- To the Secretary of the U.S. Department of Health and Human Services when it is investigating or checking on how PrEP-AP is meeting privacy laws.
- To other government agencies that give public benefits such as Medi-Cal, under specified conditions permitted by law.
- To the armed forces if the individual is Armed Forces personnel or foreign military personnel and the disclosure is deemed necessary by appropriate military command authorities.
- To authorized federal officials for the conducting of authorized intelligence, counterintelligence and other national security activities.
- To Federal, State, or private entities for purposes of obtaining reimbursement for services as the payer of last resort; such activities may create an explanation of benefits that could be sent to a primary policyholder who may not be the PrEP-AP client.

PrEP-AP may give out health information about you to organizations that help run PrEP- AP. If PrEP-AP does perform such disclosures, PrEP-AP will protect the privacy of your information that PrEP-AP shares.

Some state laws limit sharing the information listed above. For example, there are special laws, which protect information about HIV/AIDS status, mental health treatment, developmental disabilities, and drug and alcohol abuse care. PrEP-AP will obey these laws.

NO DISCRIMINATION

PrEP-AP does not discriminate on the basis of race, color, national origin, sex, age, gender identity, gender expression, sexual orientation, or disability.

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WHEN WRITTEN PERMISSION IS NEEDED

If PrEP-AP wants to use or give out personal and health information about you for any reason that is not listed above, PrEP-AP must ask your permission in writing. You may take back your written permission at any time, except if we have already acted because of your permission.

WHAT ARE YOUR PRIVACY RIGHTS UNDER THE LAW?

You have the right to:

- Ask PrEP-AP to restrict certain uses or sharing of your personal health care information in the ways listed above. However, PrEP-AP may not be able to honor your request except in one circumstance: if you pay in full for a health procedure which would normally be billed to a health plan, CDPH will honor your request not to share information about that procedure with the health plan.
- Ask PrEP-AP to contact you confidentially (for example, in writing only or at a different address, post office box, or by telephone). PrEP-AP will accept reasonable requests if needed for your safety.
- See and get a copy of your PrEP-AP information. You may have someone else see and get a copy of your PrEP-AP information. PrEP-AP has information about your eligibility, your health care bills, and some medical records that PrEP-AP uses to allow or manage your health care services. You will need to pay a fee for PrEP-AP to copy and mail the records. PrEP-AP may keep you from seeing all or parts of your records when the law allows. If PrEP-AP does deny your access request, PrEP-AP will give you information on how to appeal our decision.
- Change the records if you believe some information PrEP-AP has about you is wrong. PrEP-AP may deny your request if the information was not made or kept by PrEP-AP or the information is already correct and complete. If your request is denied, you may write a letter disagreeing with PrEP-AP's decision and your letter will be kept with your records.

IMPORTANT

**PrEP-AP DOES NOT HAVE COMPLETE COPIES OF YOUR
MEDICAL RECORDS. IF YOU WANT TO LOOK AT, GET A
COPY OF, OR CHANGE YOUR MEDICAL RECORDS, PLEASE
CONTACT YOUR DOCTOR, CLINIC, OR HEALTH CARE PLAN.**

- You have the right to ask for a list of the times when PrEP-AP has shared your health information. The list will tell you what information PrEP-AP shared, with whom, when, and for what reasons. The list will not have when PrEP-AP gave information to you, when PrEP-AP had your permission to make a disclosure, or when PrEP-AP shared your information for

Exhibit I

treatment, payment, or health care operations.

- You have a right to receive a written copy of this Notice of Privacy Practices when you request it. To do so, please contact the PrEP-AP at the information below. You can also find this notice on our website at: https://www.cdph.ca.gov/Programs/CID/DOA/Pages/OA_adap_resources_prepAP.aspx.

HOW DO YOU CONTACT PrEP-AP TO USE YOUR RIGHTS?

Please call or write PrEP-AP if you want to receive the form(s) you will need to exercise your privacy rights.

ADAP Branch Chief

c/o PrEP-AP

California Department of Public Health

P.O. Box 997426, MS 7704

Sacramento, CA 95899-7426

(844) 421-7050

You may also contact your PrEP-AP enrollment worker for the forms necessary to exercise your rights.

If you believe that PrEP-AP has not protected your privacy, you may file a complaint by calling or writing to:

Privacy Officer

Office of Legal Services, Privacy Office

California Department of Public Health

P.O. Box 997377, MS 0506

Sacramento, CA 95899-7377

(877) 421-9634

privacy@cdph.ca.gov

You may also call or write the Secretary of the United States (U.S.), Department of Health and Human Services, Office for Civil Rights, 90 7th Street, Suite 4-100, San Francisco, CA 94103, telephone (800) 368-1019, TDD (800) 537-7697, or email at ocrmail@hhs.gov.

PrEP-AP cannot take away your health care benefits, retaliate in any way if you file a complaint, or use any of the privacy rights in this notice.

If you have any questions about this notice, and want more information please contact the California Department of Public Health, Privacy Officer, at the address and telephone number listed above.

CHANGES TO NOTICE OF PRIVACY PRACTICES

PrEP-AP must obey the rules of this notice. PrEP-AP has the right to make changes to this PrEP-AP Notice of Privacy Practices. If PrEP-AP does make any material changes, PrEP-AP will amend this notice and give it to you right away.

To get a copy of this notice in other languages, Braille, or large print, please call or write to PrEP-AP at the phone number or address listed.

ADAP and PrEP-AP Document Transfer Plan

Instructions: Please complete when moving/transferring client files and/or moving to a new office. Submit the completed Transfer Plan to your CDPH ADAP or PrEP-AP Advisor. Your advisor will contact you after the Transfer Plan has been reviewed/approved.

<p>Enrollment Site Number: _____</p> <p>Date client files will be transferred: _____</p>	<p>Enrollment Site Contact</p> <p>Name: _____</p> <p>Phone Number: _____</p> <p>Email Address: _____</p>
--	---

Address of new office or location where client files are being transferred to: _____

Enrollment Site Name: _____

Current Enrollment Site Address: _____

Enrollment Site Phone Number: _____

Enrollment Site Fax Number: _____

Acknowledge ADAP and PrEP-AP Policy for Transferring Client Files:

It is the policy of _____
(ENROLLMENT SITE NAME)

to ensure that any transfer of ADAP and PrEP-AP documentation will be safe, secured and implemented in accordance with CDPH ADAP and PrEP-AP confidentiality and security requirements for safeguarding the confidentiality of protected health information. ADAP and PrEP-AP Eligibility Workers (EWs) will implement reasonable and appropriate administrative, technical, and physical measures to safeguard protected health information from any intentional or unintentional use or disclosure that might violate County, State or Federal privacy regulations, Health and Safety Code, and in accordance with the ADAP and/or PrEP-AP Site Agreement, Security Requirements, Protections, and Confidentiality Checklist (Attachment I), HIPAA Business Associate Addendum (Exhibit F), Plan for Transporting Confidential ADAP and PrEP-AP Client Files Policy and Procedure.

Why are client files being transferred? *Select all that apply. If files are being transferred for a reason not listed above, please contact your ADAP or PrEP-AP Advisor.*

- Relocation of the ADAP and/or PrEP-AP Enrollment Site and client files to a new office/location.

Relocating ADAP and/or PrEP-AP client files to a new location for storage purposes. If different from the ADAP and/or PrEP-AP Enrollment Site address, please provide address of the storage location below.

Storage Location Address: _____

Providing in-home client enrollment services when a client is unable to travel to the ADAP and/or PrEP-AP

Enrollment Site. Please provide address: _____

Closure of an ADAP and/or PrEP-AP Enrollment Site.

Note: If files are being transferred for a reason not listed above, please contact your ADAP or PrEP-AP Advisor.

1. How many client files will be transferred?

2. Describe the methods that will be used to secure client files when being transferred (i.e., locked container, by vehicle/trunk, no stops on way to new location, etc.).

3. Which site staff person/s will supervise the security and transfer of client files as they are moved to the new location? Will a vendor be utilized? If so, please explain.

4. Please describe where and how the client files will be stored at their new location.

5. In this section, outline, step-by-step, the process that will be followed in the transferring of client files to their new location. Attach an additional page if necessary.

6. If the client files will be stored at an off-site storage facility:

a. What is the protocol for accessing the files at the storage facility?

b. How can these files be accessible during normal working hours?

c. What is the timeframe for access to the client files once the request is received?

d. How will the client files be stored and secured?

e. Who can access the files while they are at the storage facility?

f. Are any of these files also accessible electronically?

g. Is the storage facility owned and/or operated by a third-party organization?

SIGNATURE OF SITE CONTACT/AGENCY ADMINISTRATOR

DATE SIGNED

Additional Comments (continued on next page).

Additional Comments:

[Empty rectangular box for additional comments]

Contractor's Release

Instructions to Contractor:

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

Submission of Final Invoice

Pursuant to **contract number** 25-10506 entered into between the California Department of Public Health (CDPH) and the Contractor (identified below), the Contractor does acknowledge that final payment has been requested via **invoice number(s)** _____, in the **amount(s) of \$** _____ and **dated** _____.
If necessary, enter "See Attached" in the appropriate blocks and attach a list of invoice numbers, dollar amounts and invoice dates.

Release of all Obligations

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

Repayments Due to Audit Exceptions / Record Retention

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

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

Recycled Product Use Certification

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

Reminder to Return State Equipment/Property (If Applicable)

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

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

Patents / Other Issues

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

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

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

Signature of Contractor or Official Designee: _____ Date: _____

Printed Name/Title of Person Signing: _____

Distribution: Accounting (Original) Program



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

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



GAVIN NEWSOM
Governor

Enrollment Site Fee-for-Service Pay Schedule

As referenced in the enrollment site contract under 'Exhibit B - Budget Detail and Payment Provisions,' enrollment sites will be paid based on this fee schedule for enrollment services. This fee schedule is subject to change.

Updated: November 7, 2022

Payment for ADAP Enrollment Services

All enrollment sites with an executed contract to provide ADAP enrollment services with a minimum of one **ADAP** enrollment per fiscal year (FY) will receive a floor amount of \$5,000 with additional payment(s) per FY for performing the following services, provided the enrollment service includes all the required eligibility forms and verifying documentation:

- New ADAP Medication Program Enrollments: \$100/per new enrollment
- New ADAP Insurance Assistance Program enrollments (including Medicare Part D Premium Assistance Program): \$275/per new enrollment
- ADAP annual re-enrollments: \$100/per re-enrollment
- ADAP Insurance Assistance Program annual re-enrollments (including Employer-based Health Insurance Premium Payment (EB-HIPP), Office of AIDS Health Insurance Premium Payment (OA-HIPP), and the Medicare Part D Premium Payment (MDPP) assistance programs): \$125/per re-enrollment

Payment for PrEP-AP Enrollment Services

All enrollment sites with an executed contract to provide PrEP-AP enrollment services will receive payment(s) per FY for performing the following services, provided the enrollment service includes all the required eligibility forms and verifying documentation:

- New PrEP-AP enrollments: \$100/per new enrollment
- PrEP-AP annual re-enrollments: \$100/per re-enrollment

Payment for PrEP-AP Temporary Coverage Enrollment Services

All pharmacy enrollment sites with an executed contract to provide PrEP-AP Temporary Coverage enrollment services will receive payment(s) per FY for performing the following service, provided the enrollment service includes all the required forms:

- PrEP-AP Temporary Coverage enrollments: \$50/per new enrollment

