



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

Date: July 24, 2023

TO: San Bernardino County

FROM: California Department of Public Health (CDPH)

SUBJECT: Contract # 22-10281 A01

Please find the above-referenced Contract Agreement between the California Department of Public Health and San Bernardino County, attached for your review and signature.

IMPORTANT: The Agreement is an Adobe Acrobat PDF document with "READ ONLY" attributes. Please do not alter this Agreement for any reason. If you encounter any problems or find that a correction is needed, please contact your Contract Manager immediately.

To approve this Agreement, submit one (1) electronic copy (**do not mail in hard copies**) of each document listed below to the following mailbox: LocalContracts@cdph.ca.gov. Please title the email Subject line: Signed Agreement for 22-10281 A01 (San Bernardino).

- One (1) signed copy of the Standard Agreement - Amendment (STD 213A). This document can be signed electronically or physically signed, scanned and returned via email.
- One (1) signed copy of the Board Resolution/Order/Motion, ordinance or other similar document authorizing execution of the Agreement and any signatory designees.
- One (1) signed copy of the Contractor's current insurance policy certificates and endorsements.

In an effort to expedite this Contract Agreement through the approval process, we request that the items listed above be returned no later than **three weeks from the date of this letter**, in order to avoid disruption in services. Failure to sign and submit the required forms by the date indicated will result in delayed approval of your Agreement.

Please contact your Contract Manager if you have any questions or will need additional time to return the signed documents.



CDPH Women, Infants and Children (WIC) Division
3901 Lennane Drive, MS 8600, Sacramento, CA 95834
P.O. Box 997375, MS 8600, Sacramento, CA 95899-7375
(916) 928-8500 | www.wicworks.ca.gov



San Bernardino County
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July 24, 2023

Thank you,

Contract and Procurement Support Unit

Attachments

CONFIDENTIALITY NOTICE: This communication along with its contents may contain confidential and/or legally privileged information. It is solely for the use of the intended recipient(s). Unauthorized interception, review, use or disclosure is prohibited and may violate applicable laws including the Electronic Communications Privacy Act. If you are not the intended recipient, please contact the sender and destroy all copies of the communication.

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 2 PAGES

AGREEMENT NUMBER

22-10281

AMENDMENT NUMBER

A01

Purchasing Authority Number

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

San Bernardino County

2. The term of this Agreement is:

START DATE

October 1, 2022

THROUGH END DATE

September 30, 2025

3. The maximum amount of this Agreement after this Amendment is:

\$ 41,741,301.00 Forty-One Million Seven Hundred Forty-One Thousand Three Hundred One Dollars

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

1. This amendment increases the contract by \$13,464.00, changing the total amount to read \$41,741,301.00, to better support the Contractor's needs, and is shifting funds in fiscal years 1, 2 and 3 to accommodate anticipated expenses.

All other terms and conditions shall remain the same.

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.)

San Bernardino County

CONTRACTOR BUSINESS ADDRESS

351 North Mountain View Avenue

CITY

San Bernardino

STATE

CA

ZIP

92415

PRINTED NAME OF PERSON SIGNING

Dawn Rowe

TITLE

Chair, Board of Supervisors

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

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

Joseph Torrez

TITLE

Chief, Contracts Management Unit

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (if Applicable)

II. Exhibit A, Scope of Work, Provision 4 has been revised as follows:

4. Project Representatives

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

California Department of Public Health	San Bernardino County
Meghann Schiveley Harrison , Contract Manager Telephone: 916-928-8577 E-mail: Meghann.schiveley@cdph.ca.gov Meghann.harrison@cdph.ca.gov	Joshua Dugas, MBA, REHS, Director of Public Health Telephone: 909-387-9146 E-mail: Joshua.dugas@dph.sbcounty.gov

B. Direct all inquiries to:

California Department of Public Health	San Bernardino County
CDPH/WIC Division Attention: Meghann Schiveley Harrison , Contract Manager Local Services Branch 3901 Lennane Drive Sacramento, CA 95834 Telephone: 916-928-8577 E-mail: Meghann.schiveley@cdph.ca.gov Meghann.harrison@cdph.ca.gov	Attention: Heather Wellons-Blum, Program Manager, Registered Dietitian 1505 S. D Street, Suite 203 San Bernardino, CA 92408 Telephone: 909-388-5669 909-388-5663 E-mail: hblum-wellons@dph.sbcounty.gov

C. All payments from CDPH to the Contractor; shall be sent to the following address:

Remittance Address
Federal ID #: 95-6002748
FISCAL ID #:
Contractor: San Bernardino County
Attention: Cashier
Address: 351 North Mountain View Ave, San Bernardino, CA 92415-0010 <u>451 E. Vanderbilt Way, STE 200, San Bernardino, CA 92408</u>
Contract Number: 22-10281 <u>A01</u>
Email: Eric.Patrick@dph.sbcounty.gov

D. Either party may make changes to the information above by giving written notice to the other party. Said changes shall not require an amendment to this agreement but will require a new CDPH 9083 Governmental Entity Taxpayer ID Form or STD 204 Payee Data Record form. The completed form must be submitted to the Contract Manager for processing.

III. Exhibit A, Scope of Work, Provision 8.12) has been revised to include the following:

e) Continuous Time Reporting - Books for Kids Program (if applicable)

The Contractor shall adhere to all fiscal procedures required for Books for Kids restricted funds and keep continuous time reports for all dual funded positions performing Books for Kids related duties as outlined in Exhibit A, Provision 8.26).

IV. Exhibit A, Scope of Work, Provision 8 has been revised to include the following:

26) Books for Kids Program (only applies to the Contractor that receives funds for this project)

The Contractor will assure that the funding is spent on books for WIC participants 0-5 years old. Local agencies may subcontract the activity to another entity to purchase and distribute books for eligible WIC participants only. When subcontracting to another entity, data must be obtained and made available, that identifies the number of WIC participants who receive the books and the number of books distributed by language.

V. Exhibit B, Budget Detail and Payment Provisions has been replaced in its entirety.

VI. Exhibit B, Attachment I, Budget Detail has been replaced in its entirety.

VII. Exhibit B, Attachment II, Facility Costs has been replaced in its entirety.

VIII. Exhibit G, Information Privacy and Security Requirements (For CDPH WIC Contracts) has been replaced in its entirety.

Exhibit B, Attachment I
Budget Detail
October 1, 2022 - September 30, 2025

PERSONNEL	WIC Position Title	Exhibit A, SOW 8	Exhibit A, Attach I	Minimum Base Annual Salary	Amended Minimum Base Annual Salary	Maximum Base Annual Salary	Amended Maximum Base Annual Salary	Year 1 10/1/2022 - 9/30/2023						Year 2 10/1/2023 - 9/30/2024						Year 3 10/1/2024 - 9/30/2025						Total	Total Budget Adj.	Amended Total				
								FTE	FTE Adj.	Amended FTE	Budgeted Amount	Budget Adj.	Amended Budgeted Amount	FTE	FTE Adj.	Amended FTE	Budgeted Amount	Budget Adj.	Amended Budgeted Amount	FTE	FTE Adj.	Amended FTE	Budgeted Amount	Budget Adj.	Amended Budgeted Amount							
Accountant I	2, 3, 12-15			40,331	41,538	54,122	55,744	0.20			0.20	10,506			10,506	0.10			0.10	5,253	(76)	5,177	0.10			0.10	5,253	(76)	5,177	21,012	(152)	20,860
Administrative Supervisor (2)	2, 3, 7, 8, 11-15, 17, 18, 22			67,246	69,264	92,664	95,451	0.70			0.70	60,472	(2,187)	58,285	0.70			0.70	60,472	(2,187)	58,285	0.70			0.70	60,472	(2,187)	58,285	181,416	(6,561)	174,855	
IT Support	8, 12, 18, 20, 21			45,510	46,883	92,664	95,451	1.10			1.10	75,075	(2,715)	72,360	1.10			1.10	75,075	(2,715)	72,360	1.10			1.10	75,075	(2,715)	72,360	225,225	(8,145)	217,080	
Fiscal Specialist (2)	2, 3, 16-18			36,566	37,669	50,232	51,730	1.00			1.00	45,840	11,870	57,710	1.00			1.00	45,840	11,870	57,710	1.00			1.00	45,840	11,870	57,710	137,520	35,610	173,130	
Health Education Assistant / Local Vendor Liaison (2) (1)	1-3, 5-10, 12		1-5, 6	44,450	45,781	61,173	63,003	2.00			2.00	121,626	(4,399)	117,227	2.00			2.00	121,626	(4,399)	117,227	2.00			2.00	121,626	(4,399)	117,227	364,878	(13,197)	351,681	
Local Vendor Liaison / Outreach Coordinator	1-3, 6-10, 12		4-6	47,861	49,296	65,790	67,766	1.00			1.00	57,821	869	58,690	1.00			1.00	57,821	869	58,690	1.00			1.00	57,821	869	58,690	173,463	2,607	176,070	
WIC Nutrition Assistant (1) (2)	1-3, 8-10, 12		1-5	31,990	32,947	42,390	43,659	71.00			71.00	3,264,174	(209,667)	3,054,507	71.00			71.00	3,264,174	(209,667)	3,054,507	71.00			71.00	3,264,174	(209,667)	3,054,507	9,792,522	(629,001)	9,163,521	
Site Lead (1) (2)	1-3, 7-10, 12		1-5	32,989	33,987	44,450	45,781	8.00			8.00	406,842	(21,394)	385,448	8.00			8.00	406,842	(21,394)	385,448	8.00			8.00	406,842	(21,394)	385,448	1,220,526	(64,182)	1,156,344	
Nutritionist (1)	1-3, 5-10, 12		1-5	53,082	55,224	74,776	79,747	9.00			9.00	565,083	(72,514)	492,569	9.00			9.00	565,083	(72,514)	492,569	9.00			9.00	565,083	(72,514)	492,569	1,695,249	(217,542)	1,477,707	
Nutrition Education Coordinator	1-3, 5-10, 12		1-7	53,082	55,224	74,776	79,747	1.00			1.00	62,402	5,113	67,515	1.00			1.00	62,402	5,113	67,515	1.00			1.00	62,402	5,113	67,515	187,206	15,339	202,545	
Training Coordinator	1-3, 5-10, 12		1-7	53,082	55,224	74,776	79,747	1.00			1.00	62,402	(2,257)	60,145	1.00			1.00	62,402	(2,257)	60,145	1.00			1.00	62,402	(2,257)	60,145	187,206	(6,771)	180,435	
Regional Breastfeeding Liaison	1-3, 5-10, 12		4, 5, 10	51,522	53,061	70,699	72,821	1.00			1.00	64,626	(1,945)	63,581	1.00			1.00	64,626	(1,945)	63,581	1.00			1.00	64,626	(1,945)	63,581	193,878	(3,135)	190,743	
Breastfeeding Coordinator (2)	1-3, 5-10, 12		1-5, 7, 10	51,522	53,061	70,699	72,821	1.00			1.00	64,626	17,816	82,442	1.00			1.00	64,626	17,816	82,442	1.00			1.00	64,626	17,816	82,442	193,878	53,448	247,326	
Call Center Support (1)	1-3, 8, 9, 12		4, 5	31,990	32,947	42,390	43,659	6.00			6.00	243,498	(61,546)	181,952	6.00			6.00	243,498	(61,546)	181,952	6.00			6.00	243,498	(61,546)	181,952	730,494	(85,838)	644,656	
Office Assistant III (2)	2, 3, 6, 8, 9, 12, 17		3-5	33,613	34,611	46,155	47,549	1.00			1.00	46,206	(1,671)	44,535	1.00			1.00	46,206	(1,671)	44,535	1.00			1.00	46,206	(1,671)	44,535	138,618	(5,013)	133,605	
WIC Director (2)	1-22		4, 5	86,008	88,587	118,498	122,054	1.00			1.00	128,432	(4,645)	123,787	1.00			1.00	128,432	(4,645)	123,787	1.00			1.00	128,432	(4,645)	123,787	385,296	(13,935)	371,361	
Program Specialist	2, 3, 6, 8, 9, 12			56,826	58,531	78,042	80,392	0.50	0.50		1.00	36,256	22,276	58,532	0.50	0.50		1.00	36,256	22,276	58,532	0.50	0.50		1.00	36,256	22,276	58,532	108,768	69,546	178,314	
Program Coordinator	1-22		4-7	72,405	74,568	99,653	102,648	2.00			2.00	191,561	830	192,391	2.00			2.00	191,561	830	192,391	2.00			2.00	191,561	830	192,391	574,683	2,490	577,173	
Administrative Assistant Secretary I	1-3, 8, 9, 12, 20		4	36,566	37,669	50,232	51,730	1.00	1.00		2.00	48,139	4,463	52,602	1.00	1.00		2.00	48,139	4,463	52,602	1.00	1.00		2.00	48,139	4,463	52,602	144,417	93,779	238,196	
Warehouse Support	2, 3, 8, 9, 12		3	31,595	32,552	47,570	49,005	0.80			0.80	31,875	(3,955)	27,920	0.80			0.80	31,875	(3,955)	27,920	0.80			0.80	31,875	(3,955)	27,920	95,625	(6,259)	89,366	
Site Supervisor (1) (2)	1-3, 7, 8-10, 12, 22		1-5	34,882	35,922	47,882	49,317	9.00			9.00	465,778	(21,855)	443,923	9.00			9.00	465,778	(21,855)	443,923	9.00			9.00	465,778	(21,855)	443,923	1,397,334	(65,565)	1,331,769	
Supervising Nutritionist (2)	1-12, 18, 20, 22		1-5, 7	58,136	59,883	79,914	82,306	4.00			4.00	329,738	(11,924)	317,814	4.00			4.00	329,738	(11,924)	317,814	4.00			4.00	329,738	(11,924)	317,814	999,214	(35,772)	963,442	
Call Center Supervisor (1) (2)	1-3, 7-9, 12, 22		4, 5	38,397	39,541	52,832	54,413	1.00			1.00	55,360	(2,921)	52,439	1.00			1.00	55,360	(2,921)	52,439	1.00			1.00	55,360	(2,921)	52,439	166,080	(8,763)	157,317	
Media Specialist	2, 6, 12		5	54,059	55,682	78,042	78,419	0.20	0.20		0.40	13,157	(6,578)	6,579	0.20	0.20		0.40	13,157	(6,578)	6,579	0.20	0.20		0.40	13,157	(6,578)	6,579	39,471	(7,530)	31,941	
Data Analyst	3, 9, 12			62,130	64,002	85,426	87,984	0.50			0.50	36,305	944	37,249	0.50			0.50	36,305	944	37,249	0.50			0.50	36,305	944	37,249	108,915	2,832	111,747	
Public Service Employee (1)	1-3, 8, 9, 12		1-5	16,892	16,892	25,439	25,439	2.00			2.00	33,786	16,214	50,000	2.00			2.00	33,786	16,214	50,000	2.00			2.00	33,786	16,214	50,000	101,358	48,642	150,000	
Special Projects Support (1)	1-3, 8, 9, 12		4, 5	31,990	32,947	42,390	43,659	1.00	(1.00)		0.00	40,005	(40,005)	-	1.00	(1.00)		0.00	40,005	(40,005)	-	1.00	(1.00)		0.00	40,005	(40,005)	-	120,015	(120,015)	-	
Accountant II	2, 3, 12-15			52,028	54,309	72,446	74,610	0.20			0.20	10,507	920	11,427	0.30			0.30	15,760	(684)	15,076	0.30			0.30	15,760	(684)	15,076	42,027	(448)	41,579	
Overtime (3)	1-3, 8-10, 12		1-5, 6								10,000	5,000	15,000					10,000		15,000					10,000		15,000	30,000	5,000	35,000		
Salaries and Wages											6,628,596	(378,666)	6,249,928					6,628,596	(275,489)	6,353,107					6,628,596	(275,489)	6,353,107	19,885,788	(929,646)	18,956,142		
Total FTE								128.60	0.50	129.10				128.60	0.50	129.10		128.60	0.50	129.10					128.60	0.50	129.10					
Fringe Benefits (4)								Percent	Amended Percent	Budgeted Amount	Budget Adj.	Amended Budgeted Amount	Percent	Amended Percent	Budgeted Amount	Budget Adj.	Amended Budgeted Amount	Percent	Amended Percent	Budgeted Amount	Budget Adj.	Amended Budgeted Amount	Total	Total Budget Adj.	Amended Total							
								50.59000%	56.24000%	3,353,406	161,553	3,514,959	50.59000%	56.24000%	3,353,406	219,581	3,572,987	50.59000%	56.24000%	3,353,406	219,581	3,572,987	10,060,218	600,715	10,660,933							
TOTAL PERSONNEL (paid by State WIC contract)										9,982,002	(217,115)	9,764,887			9,982,002	(55,908)	9,926,094			9,982,002	(55,908)	9,926,094	29,946,006	(328,931)	29,617,075							
Total In-Kind for Personnel (5)																																
OPERATING																																
General Expenses (5)	5-7, 17-21, 23		1-10							531,736	194,655	726,391			468,892	31,325	500,217			439,672	43,021	482,693	1,440,300	289,001	1,709,301							
Travel (6)	8		1-10							29,614	(1,324)	28,290			29,614	13,568																

**Exhibit B, Attachment II
Facility Costs
October 1, 2022 - September 30, 2025**

Total Facility Costs:												Year 1 Total	Year 1 Amended Total											Year 2 Total	Year 2 Amended Total											Year 3 Total	Year 3 Amended Total
\$ 5,141,304												\$ 1,672,092	\$ 1,740,384											\$ 1,700,736	\$ 1,686,564											\$ 1,729,956	\$ 1,714,356
Site Street Address, City, State & Zip Code	Type of Space (i.e., Clinic or Satellite Site, Admin, Training Center, Warehouse, Storage)	Total Square Footage	Total Cost of Site Per Month	Total Cost of Site Per Month Adj.	Amended Total Cost of Site Per Month	Total Site Cost Per Year	Amended Total Site Costs Per Year	Total Cost of Site Per Month	Total Cost of Site Per Month Adj.	Amended Total Cost of Site Per Month	Total Site Cost Per Year	Amended Total Site Costs Per Year	Total Cost of Site Per Month	Total Cost of Site Per Month Adj.	Amended Total Cost of Site Per Month	Total Site Cost Per Year	Amended Total Site Costs Per Year	Total Cost of Site Per Month	Total Cost of Site Per Month Adj.	Amended Total Cost of Site Per Month	Total Site Cost Per Year	Amended Total Site Costs Per Year	Total Cost of Site Per Month	Total Cost of Site Per Month Adj.	Amended Total Cost of Site Per Month	Total Site Cost Per Year	Amended Total Site Costs Per Year										
2035 N D St, San Bernardino, CA 92405	Clinic Site	4000	8,518	5,143	13,661	102,216	163,932	8,687	5,143	13,830	104,244	165,960	8,860	5,143	14,003	106,320	168,036																				
9507 Arrow Rte, Bdg 7 Ste A Rancho Cucamonga, 91730	Clinic Site	3700	8,235	700	8,935	98,820	107,220	8,399	(164)	8,235	100,788	98,820	8,566	(167)	8,399	102,792	100,788																				
850 E Foothill Blvd Rialto, 92376	Clinic Site	3614	6,120	-	6,120	73,440	73,440	6,241	-	6,241	74,892	74,892	6,365	-	6,365	76,380	76,380																				
6527 Desert Queen Ave., Twentynine Palms, 92277	Clinic Site	3214	5,254	(1,228)	4,026	63,048	48,312	5,311	(1,228)	4,083	63,732	48,996	5,370	(1,227)	4,143	64,440	49,716																				
1505 South D Street, San Bernardino, 92415	Administrative Site	9374	19,043	-	19,043	228,516	228,516	19,424	-	19,424	233,088	233,088	19,812	-	19,812	237,744	237,744																				
1515 N Riverside Ave, Rialto (Closed 5/4/2023)	Clinic Site	2769	10,002	(5,131)	4,871	120,024	58,452	10,112	(10,112)	-	121,344	-	10,224	(10,224)	-	122,688	-																				
606 E Mill Street, San Bernardino 92408	Clinic Site	4173	11,150	33	11,183	133,800	134,196	11,338	33	11,371	136,056	136,452	11,530	33	11,563	138,360	138,756																				
15247 11th St, Ste. 700, Victorville, 92395	Clinic Site	3903	8,766	-	8,766	105,192	105,192	8,939	-	8,939	107,268	107,268	9,117	-	9,117	109,404	109,404																				
1140 E.Cooley Drive, Colton, 92324	Storage	825	182	70	252	2,184	3,024	186	68	254	2,232	3,048	189	67	256	2,268	3,072																				
800 E.Lugonia Ave., Suite K, Redlands 92374	Clinic Site	3000	5,750	64	5,814	69,000	69,768	5,844	77	5,921	70,128	71,052	5,940	78	6,018	71,280	72,216																				
322 S. Waterman Ave., San Bernardino, 92408	Storage	1910	869	-	869	10,428	10,428	886	-	886	10,632	10,632	904	-	904	10,848	10,848																				
1535 E. Highland Ave., San Bernardino, 92404	Clinic Site	3313	8,481	234	8,715	101,772	104,580	8,640	243	8,883	103,680	106,596	8,802	245	9,047	105,624	108,564																				
9161 Sierra Ave., Suite 104, Fontana, 92335	Clinic Site	5793	15,774	5,435	21,209	189,288	254,508	16,088	4,596	20,684	193,056	248,208	16,408	4,589	20,997	196,896	251,964																				
56357 Pima Trail, Yucca Valley, 92284	Clinic Site	776	1,743	-	1,743	20,916	20,916	1,778	-	1,778	21,336	21,336	1,813	-	1,813	21,756	21,756																				
150 E. Holt Blvd., Ontario 91761	Clinic Site	4828	12,567	(1,933)	10,634	150,804	127,608	12,753	(1,933)	10,820	153,036	129,840	12,942	(1,933)	11,009	155,304	132,108																				
301 East Mountain View Ave., Suite A, Barstow, 92311	Clinic Site	1493	796	246	1,042	9,552	12,504	796	41	837	9,552	10,044	796	41	837	9,552	10,044																				
290 E. "O" Street, Colton, 92324	Clinic Site	2000	4,761	625	5,386	57,132	64,632	4,761	625	5,386	57,132	64,632	4,761	625	5,386	57,132	64,632																				
Bldg. 1317, Inner Loop & Goldstone, Room 9, Ft. Irwin, 92310	Clinic Site	1225	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-																				
14135 Main Street, Hesperia, 92345	Clinic Site	4646	11,330	1,433	12,763	135,960	153,156	11,545	1,430	12,975	138,540	155,700	11,764	1,430	13,194	141,168	158,328																				

Exhibit G
Information Privacy and Security Requirements
(For CDPH WIC Contracts)

This Information Privacy and Security Requirements Exhibit (For CDPH WIC Contracts) (“Exhibit”) sets forth the information privacy and security requirements Contractor is obligated to follow with respect to all personal and confidential information (as defined herein) disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of the California Department of Public Health (“CDPH”), pursuant to Contractor’s agreement with CDPH. Such personal and confidential information is referred to herein collectively as “CDPH PCI”.

CDPH administers the California Special Supplemental Nutrition Program for Women, Infants, and Children (WIC Program) pursuant to a grant from the United States Department of Agriculture (USDA), pursuant to the Child Nutrition Act of 1966, title 42 of the United States Code (U.S.C.), Section 1786 (Public law 89-645, Section 17), as amended, and in accordance with governing administration of grants (2 CFR part 200, subparts A through F and USDA implementing regulations 2 CFR part 400 and part 415); governing non-procurement debarment/suspension (2 CFR part 180, OMB Guidelines to Agencies on Government-wide Debarment and Suspension and USDA implementing regulations 2 CFR part 417); governing restrictions on lobbying (2 CFR part 200, subpart E and USDA implementing regulations 2 CFR part 400, part 415, and part 418); and governing the drug-free workplace requirements (2 CFR part 182, Government-wide Requirements for Drug-Free Workplace); FNS guidelines; and, instructions issued under the FNS Directives Management System.

CDPH and Contractor desire to protect the privacy and provide for the security of CDPH PCI pursuant to this Exhibit and in compliance with state and federal laws applicable to the CDPH PCI.

- I. Order of Precedence: With respect to information privacy and security requirements for all CDPH PCI, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the agreement between Contractor and CDPH, including Exhibit A (Scope of Work), all other exhibits and any other attachments, and shall prevail over any such conflicting terms or conditions.
- II. Effect on lower tier transactions: The terms of this Exhibit shall apply to all contracts, subcontracts, and subawards, and the information privacy and security requirements Contractor is obligated to follow with respect to CDPH PCI disclosed to Contractor, or collected, created, maintained, stored, transmitted or used by Contractor for or on behalf of CDPH, pursuant to Contractor’s agreement with CDPH. When applicable the Contractor shall incorporate the relevant provisions of this Exhibit into each subcontract or subaward to its agents, subcontractors, or independent consultants. The Contractor may enter into a data sharing agreement for CDPH PCI only when permitted under State and Federal laws and authorized in writing by the CDPH WIC Program. If the Contractor chooses to enter into a data sharing agreement, it shall be the Contractor’s sole responsibility to incorporate all relevant provisions of this Exhibit into any data sharing agreement(s) the Contractor may execute.
- III. Definitions: For purposes of the agreement between Contractor and CDPH, including this Exhibit, the following definitions shall apply:
 - A. Breach: “Breach” means:
 1. the unauthorized acquisition, access, use, or disclosure of CDPH PCI in a manner which compromises the security, confidentiality or integrity of the information; or
 2. the same as the definition of “breach of the security of the system” set forth in California Civil Code section 1798.29(f).

Exhibit G
Information Privacy and Security Requirements
(For CDPH WIC Contracts)

- B. Confidential Information: “Confidential information” means:
1. any information about a [WIC] applicant or participant, whether it is obtained from the applicant or participant, another source, or generated as a result of WIC application, certification, or participation, that individually identifies an applicant or participant and/or family member(s) as set forth in 7 Code of Federal Regulations part 246.26(d)(1)(i);
 2. any information about a [WIC] vendor (whether it is obtained from the vendor or another source) that individually identifies the vendor, except for vendor's name, address, telephone number, Web site/e-mail address, store type, and authorization status as set forth in 7 Code of Federal Regulations part 246.26(e);
 3. any information that does not meet the definition of “public records” set forth in California Government Code section 6252(e), or is exempt from disclosure under any of the provisions of Section 6250, et seq. of the California Government Code or any other applicable state or federal laws; or
 4. any information that is contained in documents, files, folders, books or records that are clearly labeled, marked or designated with the word “confidential” by CDPH.
- C. Disclosure: “Disclosure” means the release, transfer, provision of, access to, or divulging in any manner of information outside the entity holding the information.
- D. PCI: “PCI” means “personal information” and “confidential information” (as these terms are defined herein).
- E. Personal Information: “Personal information” means information, in any medium (paper, electronic, oral) that:
1. directly or indirectly collectively identifies or uniquely describes an individual; or
 2. could be used in combination with other information to indirectly identify or uniquely describe an individual, or link an individual to the other information; or
 3. is about a [WIC] applicant or participant, whether it is obtained from the applicant or participant, another source, or generated as a result of WIC application, certification, or participation, that individually identifies an applicant or participant and/or family member(s) as set forth in 7 Code of Federal Regulations part 246.26(d)(1)(i); or
 4. is about a [WIC] vendor (whether it is obtained from the vendor or another source) that individually identifies the vendor, except for vendor's name, address, telephone number, Web site/e-mail address, store type, and authorization status as set forth in 7 Code of Federal Regulations part 246.26(e); or
 5. meets the definition of “personal information” set forth in California Civil Code section 1798.3, subdivision (a); or
 6. is one of the data elements set forth in California Civil Code section 1798.29, subdivision (g)(1) or (g)(2); or

Exhibit G
Information Privacy and Security Requirements
(For CDPH WIC Contracts)

7. meets the definition of “medical information” set forth in either California Civil Code section 1798.29, subdivision (h)(2) or California Civil Code section 56.05, subdivision (j); or
8. meets the definition of “health insurance information” set forth in California Civil Code section 1798.29, subdivision (h)(3); or
9. is protected from disclosure under applicable State or Federal law.

F. Security Incident: “Security Incident” means:

1. an attempted breach; or
2. the attempted or successful unauthorized access or disclosure, modification or destruction of CDPH PCI, in violation of any state or federal law or in a manner not permitted under the agreement between Contractor and CDPH, including this Exhibit; or
3. the attempted or successful modification or destruction of, or interference with, Contractor’s system operations in an information technology system, that negatively impacts the confidentiality, availability or integrity of CDPH PCI; or
4. any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission. Furthermore, an information security incident may also include an event that constitutes a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.

G. Use: “Use” means the sharing, employment, application, utilization, examination, or analysis of information.

IV. Disclosure Restrictions: The Contractor and its employees, agents, and subcontractors shall protect from unauthorized disclosure any CDPH PCI. The Contractor shall not grant access or disclose CDPH PCI to any employees, agents, and subcontractors unless CDPH WIC has determined those individuals have a need to know the CDPH PCI in order to perform Contractor’s obligations under its agreement with CDPH WIC. The Contractor shall not access or disclose any CDPH PCI to anyone other than personnel of the CDPH WIC Program or CDPH OLS without prior written authorization from the CDPH WIC Program, except if disclosure is required by State or Federal law. All disclosures must be limited to the minimum necessary, to the extent practicable, and must comply with the requirements set forth in State and Federal law, including but not limited to Civil Code 1798 et seq. (the California Information Practices Act) and 7 Code of Federal Regulations part 246.26.

V. Use Restrictions: The Contractor and its employees, agents, and subcontractors shall not use any CDPH PCI for any purpose other than performing the Contractor’s obligations under its agreement with CDPH.

VI. Safeguards: The Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the privacy, confidentiality, security, integrity, and availability of CDPH PCI, including electronic or computerized CDPH PCI. At each location where CDPH PCI exists under Contractor’s control, the Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of the Contractor’s operations and the nature and scope of its activities in performing its

Exhibit G
Information Privacy and Security Requirements
(For CDPH WIC Contracts)

agreement with CDPH, including this Exhibit, and which incorporates the requirements of Section VII, Security, below. Contractor shall provide CDPH with Contractor's current and updated policies within five (5) business days of a request by CDPH for the policies.

- VII. Security: The Contractor shall take any and all steps reasonably necessary to ensure the continuous security of all computerized data systems containing CDPH PCI. These steps shall include, at a minimum, complying with all of the data system security precautions listed in the Contractor Data Security Standards set forth in Attachment 1 to this Exhibit.
- VIII. Security Officer: At each place where CDPH PCI is located, the Contractor shall designate a Security Officer to oversee its compliance with this Exhibit and to communicate with CDPH on matters concerning this Exhibit.
- IX. Training: The Contractor shall provide training on its obligations under this Exhibit, at its own expense, to all of its employees who assist in the performance of Contractor's obligations under Contractor's agreement with CDPH, including this Exhibit, or otherwise use or disclose CDPH PCI.
- A. The Contractor shall require each employee who receives training to certify, either in hard copy or electronic form, the date on which the training was completed.
 - B. The Contractor shall retain each employee's certifications for CDPH inspection for a period of three years following contract termination or completion.
 - C. Contractor shall provide CDPH with its employee's certifications within five (5) business days of a request by CDPH for the employee's certifications.
- X. Employee Discipline: Contractor shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other Contractor workforce members under Contractor's direct control who intentionally or negligently violate any provisions of this Exhibit.

Exhibit G
Information Privacy and Security Requirements
(For CDPH WIC Contracts)

XI. Breach and Security Incident Responsibilities:

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

Contractor shall take:

1. prompt corrective action to mitigate any risks or damages involved with the breach or security incident and to protect the operating environment; and
2. any action pertaining to a breach required by applicable federal and state laws, including, specifically, California Civil Code section 1798.29.

- B. Investigation of Breach and Security Incidents: The Contractor shall immediately investigate such breach or security incident. As soon as the information is known and subject to the legitimate needs of law enforcement, Contractor shall inform the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:

1. what data elements were involved and the extent of the data disclosure or access involved in the breach, including, specifically, the number of individuals whose personal information was breached;
2. a description of the unauthorized persons known or reasonably believed to have improperly used the CDPH PCI and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the CDPH PCI, or to whom it is known or reasonably believed to have had the CDPH PCI improperly disclosed to them;
3. a description of where the CDPH PCI is believed to have been improperly used or disclosed;
4. a description of the probable and proximate causes of the breach or security incident; and
5. whether Civil Code section 1798.29 or any other federal or state laws requiring individual notifications of breaches have been triggered.

Exhibit G
Information Privacy and Security Requirements
(For CDPH WIC Contracts)

- C. Written Report: The Contractor shall provide a written report of the investigation to the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer as soon as practicable after the discovery of the breach or security incident. The report shall include, but not be limited to, the information specified above, as well as a complete, detailed corrective action plan, including information on measures that were taken to halt and/or contain the breach or security incident, and measures to be taken to prevent the recurrence or further disclosure of data regarding such breach or security incident.
- D. Notification to Individuals: If notification to individuals whose information was breached is required under state or federal law, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:
1. make notification to the individuals affected by the breach (including substitute notification), pursuant to the content and timeliness provisions of such applicable state or federal breach notice laws. Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such notifications, prior to the transmission of such notifications to the individuals; or
 2. cooperate with and assist CDPH in its notification (including substitute notification) to the individuals affected by the breach.
- E. Submission of Sample Notification to Attorney General: If notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, and regardless of whether Contractor is considered only a custodian and/or non-owner of the CDPH PCI, Contractor shall, at its sole expense, and at the sole election of CDPH, either:
1. electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format, content and timeliness provisions of Section 1798.29, subdivision (e). Contractor shall inform the CDPH Privacy Officer of the time, manner and content of any such submissions, prior to the transmission of such submissions to the Attorney General; or
 2. cooperate with and assist CDPH in its submission of a sample copy of the notification to the Attorney General.
- F. CDPH Contact Information: To direct communications to the above referenced CDPH staff, the Contractor shall initiate contact as indicated herein. CDPH reserves the right to make changes to the contact information below by verbal or written notice to the Contractor. Said changes shall not require an amendment to this Exhibit or the agreement to which it is incorporated.

**Exhibit G
 Information Privacy and Security Requirements
 (For CDPH WIC Contracts)**

CDPH Program Contract Manager	CDPH Privacy Officer	CDPH Chief Information Security Officer	CDPH OLS Contact for Third Party Information Requests
See Scope of Work for Program Contract Manager	Privacy Officer Privacy Office c/o Office of Legal Services California Dept. of Public Health 1415 L Street, 5 th Floor, Suite 500 Sacramento, CA 95814 Email: privacy@cdph.ca.gov Telephone: (877) 421-9634	Chief Information Security Officer Information Security Office California Dept. of Public Health P.O. Box 997413 MS6302 Sacramento, CA 95899-7413 Email: ICDPH.InfoSecurityOffice@cdph.ca.gov Telephone: (855) 500-0016	Assistant Chief Counsel, Public Health Programs Office of Legal Services California Dept. of Public Health 1415 L Street, 5 th Floor Sacramento, CA 95814 Telephone: (916) 558-1710

XII. Documentation of Disclosures for Requests for Accounting: Contractor shall document and make available to CDPH or (at the direction of CDPH) to an Individual such disclosures of CDPH PCI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of personal information as required by Civil Code section 1798.25, or any applicable state or federal law.

XIII. Requests for CDPH PCI by Third Parties: The Contractor and its employees, agents, or subcontractors shall promptly transmit to the CDPH OLS all requests for disclosure of any CDPH PCI requested by third parties to the agreement between Contractor and CDPH (except from an Individual for an accounting of disclosures of the individual's personal information pursuant to applicable state or federal law), unless prohibited from doing so by applicable state or federal law.

Contractor and its employees, agents, or subcontractors shall transmit in writing to CDPH Office of Legal Services all requests for disclosure of CDPH PCI from parties other than CDPH WIC within one business day.

Subpoena, search warrant, or other litigation involved requests: **In the event that a subpoena, search warrant, or other litigation involved request for CDPH PCI is received by the Contractor, the Contractor shall immediately notify the CDPH Office of Legal Services contact by telephone call** in order to allow CDPH WIC to follow the procedures and restrictions imposed by 7 Code of Federal Regulations part 246.26(i). CDPH shall be the party with sole authority to determine whether any, and specifically what, information may be produced.

Exhibit G
Information Privacy and Security Requirements
(For CDPH WIC Contracts)

- XIV. Audits, Inspection and Enforcement: CDPH, USDA, or representatives of the Comptroller General of the United States may inspect the facilities, systems, books and records of Contractor to monitor compliance with this Exhibit. Contractor shall promptly remedy any violation of any provision of this Exhibit and shall certify the same to the CDPH Program Contract Manager in writing.
- XV. Return or Destruction of CDPH PCI on Expiration or Termination: Upon expiration or termination of the agreement between Contractor and CDPH for any reason, Contractor shall securely return or destroy the CDPH PCI. If return or destruction is not feasible, Contractor shall provide a written explanation to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), above.
- A. Retention Required by Law: If required by state or federal law, Contractor shall retain, after expiration or termination, CDPH PCI for the time specified as necessary to comply with the law. Pursuant to 7 C.F.R. part 246.25(a)(2), if records related to the agreement between Contractor and CDPH, including CDPH PCI, is not returned to CDPH upon the termination of the agreement, all records shall be retained for a minimum of three years. If any litigation, claim, negotiation, audit or other action involving the CDPH PCI shared under this agreement has commenced before the end of the three-year period, the records shall be kept until all issues are resolved, or until the end of the regular three-year period, whichever is later. If USDA or any unit thereof deems any of the CDPH PCIs to be of historical interest, it may require the Contractor to forward such records to USDA or any unit thereof whenever the Contractor is disposing of them.
- B. Obligations Continue Until Return or Destruction: Contractor's obligations under this Exhibit shall continue until Contractor returns or destroys the CDPH PCI or returns the CDPH PCI to CDPH; provided however, that on expiration or termination of the agreement between Contractor and CDPH, Contractor shall not further use or disclose the CDPH PCI except as required by state or federal law.
- C. Notification of Election to Destroy CDPH PCI: If Contractor elects to destroy the CDPH PCI, Contractor shall certify in writing, to the CDPH Program Contract Manager, the CDPH Privacy Officer and the CDPH Chief Information Security Officer, using the contact information listed in Section XI(F), above, that the CDPH PCI has been securely destroyed. The notice shall include the date and type of destruction method used.
- XVI. Amendment: The parties acknowledge that federal and state laws regarding information security and privacy rapidly evolves and that amendment of this Exhibit may be required to provide for procedures to ensure compliance with such laws. The parties specifically agree to take such action as is necessary to implement new standards and requirements imposed by regulations and other applicable laws relating to the security or privacy of CDPH PCI. The parties agree to promptly enter into negotiations concerning an amendment to this Exhibit consistent with new standards and requirements imposed by applicable laws and regulations.
- XVII. Assistance in Litigation or Administrative Proceedings: Contractor shall make itself and any subcontractors, workforce employees or agents assisting Contractor in the performance of its obligations under the agreement between Contractor and CDPH, available to CDPH at no cost to CDPH to testify as witnesses, in the event of litigation or administrative proceedings being commenced against CDPH, its director, officers or employees based upon claimed violation of laws relating to security and privacy, which involves inactions or actions by the Contractor, except where Contractor or its subcontractor, workforce employee or agent is a named adverse party.

Exhibit G
Information Privacy and Security Requirements
(For CDPH WIC Contracts)

- XVIII. No Third-Party Beneficiaries: Nothing express or implied in the terms and conditions of this Exhibit is intended to confer, nor shall anything herein confer, upon any person other than CDPH or Contractor and their respective successors or assignees, any rights, remedies, obligations or liabilities whatsoever.
- XIX. Interpretation: The terms and conditions in this Exhibit shall be interpreted as broadly as necessary to implement and comply with regulations and applicable federal and State laws. The parties agree that any ambiguity in the terms and conditions of this Exhibit shall be resolved in favor of a meaning that complies and is consistent with federal and state laws and regulations.
- XX. Survival: If Contractor does not return or destroy the CDPH PCI upon the completion or termination of the Agreement, the respective rights and obligations of Contractor under Sections VI, VII, XI, and XIII of this Exhibit shall survive the completion or termination of the agreement between Contractor and CDPH.

Exhibit G
Information Privacy and Security Requirements
(For CDPH WIC Contracts)

Attachment 1
Contractor Data Security Standards

I. Personnel Controls

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

II. Technical Security Controls

- A. *Encryption.*** All desktop computers, mobile computing devices, and portable electronic storage media that processes or stores CDPH PCI must be encrypted using a FIPS 140-2 certified 128 bit or higher algorithm. The encryption solution must be full disk unless approved by the CDPH Information Security Office (ISO) and Privacy Office (PO). FIPS 140-2 certified 128 bit or higher algorithm end-to-end, individual file encryption, or ISO approved compensating security controls, shall be used to protect CDPH PCI transmitted or accessed outside the Contractor's secure internal network (e.g., email, remote access, file transfer, internet/website communication tools).
- B. *Server Security.*** Servers containing unencrypted CDPH PCI must have sufficient local and network perimeter administrative, physical, and technical controls in place to protect the CDPH information asset, based upon a current risk assessment/system security review.
- C. *Minimum Necessary.*** Only the minimum amount of CDPH PCI required to complete an authorized task or workflow may be copied, downloaded, or exported to any individual device.
- D. *Antivirus software.*** Contractor shall employ automatically updated malicious code protection mechanisms (anti-malware programs or other physical or software-based solutions) at its network perimeter and at workstations, servers, or mobile computing devices to continuously monitor and take actions against system or device attacks, anomalies, and suspicious or inappropriate activities.
- E. *Patch Management.*** All devices that process or store CDPH PCI must have a documented patch management process. Vulnerability patching for Common Vulnerability Scoring System (CVSS) "Critical" severity ratings (CVSS 9.0 – 10.0) shall be completed within forty-eight (48) hours of

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Information Privacy and Security Requirements
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publication or availability of [WIC] vendor supplied patch; “High” severity rated (CVSS 7.0- 8.9) shall be completed within seven (7) calendar days of publication or availability of vendor supplied patch; all other vulnerability ratings (CVSS 0.1 – 6.9) shall be completed within thirty (30) days of publication or availability of vendor supplied patch, unless prior ISO and PO variance approval is granted.

- F. *User Identification and Access Control.*** All Contractor workforce members must have a unique local and/or network user identification (ID) to access CDPH PCI. The unique ID may be passwords, physical authenticators, or biometrics, or in the case of multi-factor authentication, some combination thereof. Should a workforce member no longer be authorized to access CDPH PCI, or an ID has been compromised, that ID shall be promptly disabled or deleted. User ID’s must integrate with user role-based access controls to ensure that individual access to CDPH PCI is commensurate with job-related responsibilities.
- G. *CDPH PCI Destruction.*** When no longer required for business needs or legal retention periods, all electronic and physical media holding CDPH PCI must be purged from Contractor’s systems and facilities using the appropriate guidelines for each media type as described in the prevailing “National Institute of Standards and Technology – Special Publication 800-88” – “Media Sanitization Decision Matrix.”
- H. *System Inactivity Timeout.*** Contractor’s computing devices holding, or processing CDPH PCI must be configured to automatically log-off an authenticated user or lock the device in a manner where the user must reauthenticate the user session after no more than twenty (20) minutes of user inactivity.
- I. *Warning Banners.*** During a user log-on process, all systems providing access to CDPH PCI, must display a warning banner stating that the CDPH PCI is confidential, system and user activities are logged, and system and CDPH PCI use is for authorized business purposes only. User must be directed to log-off the system if they do not agree with these conditions.
- J. *System Logging.*** Contractor shall ensure the information systems and devices that hold or process CDPH PCI are capable of being audited and the events necessary to reconstruct transactions and support after-the-fact investigations are maintained. This includes the auditing necessary to cover related events, such as the various steps in distributed, transaction-based processes and actions in service-oriented architectures. Audit trail information with CDPH PCI must be stored with read-only permissions and be archived for three (3) years after event occurrence. There must also be a documented and routine procedure in place to review system logs for unauthorized access.
- K. *Intrusion Detection.*** All Contractor systems and devices holding, processing, or transporting CDPH PCI that interact with untrusted devices or systems via the Contractor intranet and/or the internet must be protected by a monitored comprehensive intrusion detection system and/or intrusion prevention system.

III. Audit Controls

- A. *System Security Review.*** Contractor, to assure that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection for CDPH PCI, shall conduct at least, an annual administrative assessment of risk, including the likelihood and magnitude of harm from the unauthorized access, use, disclosure, disruption, modification, or

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Information Privacy and Security Requirements
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destruction of an information system or device holding processing, or transporting CDPH PCI, along with periodic technical security reviews using vulnerability scanning tools and other appropriate technical assessments.

- B. *Change Control.*** All Contractor systems and devices holding, processing, or transporting CDPH PCI shall have a documented change control process for hardware, firmware, and software to protect the systems and assets against improper modification before, during, and after system implementation.

IV. Business Continuity / Disaster Recovery Controls

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

V. Paper Document Controls

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

NOTICE OF INSURANCE COVERAGE

SAN BERNARDINO COUNTY
DEPARTMENT OF RISK MANAGEMENT
222 West Hospitality Lane, Third Floor
San Bernardino, CA 92415-0016
(909) 386-8655 8-5 pm Mon-Fri
or after hours, call Communications Center at (909) 356-3805



VICTOR TORDESILLAS
Director of Risk Management

San Bernardino County
DEPARTMENT OF RISK MANAGEMENT
222 West Hospitality Lane, Third Floor
San Bernardino, CA 92415-0016

CERTIFICATE OF INSURANCE OR SELF-INSURANCE

In the event of cancellation of the self-insurance programs or policies designated below, it is the intent of the San Bernardino County to mail 30 days' prior notice thereof to:

TO WHOM IT MAY CONCERN

The San Bernardino County certifies that the following self-insurance programs or insurance policies are in force:

TYPE OF COVERAGE	COMPANY AND POLICY NO.	POLICY PERIOD	LIMITS OF LIABILITY	
			Bodily Injury	Property Damage
Comprehensive General Liability, Professional Liability incl. Auto Liability	Self-Insured	7/1/2023 through 7/1/2024	\$3,000,000 Combined Single Limits for Bodily Injury and Property Damage	
Workers' Compensation	Self-Insured	7/1/2023 through 7/1/2024	\$2,000,000	
Healthcare Professional Liability	Self-Insured	7/1/2023 through 7/1/2024	\$1,000,000 Combined Single Limits	

This Certificate is not valid unless countersigned by an authorized representative of the San Bernardino County, Department of Risk Management.

July 1, 2023

A handwritten signature in black ink, appearing to read "Victor Tordesillas".

Authorized Representative
Victor Tordesillas, Director