Exhibit A
Scope of Work

1. Service Overview

A. The Contractor agrees to provide to the California Department of Public Health, Women, Infants and Children (CDPH/WIC) Division, the direct services at the local level described herein to operate the WIC Program. The Contractor agrees to comply with all fiscal, administrative, and operational requirements as outlined in Federal and State statutes, regulations, policies and procedures, and other communications from the CDPH/WIC Division.

B. The CDPH/WIC Division administers Nutrition Services and Administration funds provided by the United States Department of Agriculture (USDA), Food and Nutrition Service (FNS) for the operation of the WIC Program, which includes separate funding grants for the Breastfeeding Peer Counseling Program (BFPC), and the Farmers' Market Nutrition Program (FMNP) for the State of California. These USDA funded nutrition programs are discretionary, and each provides a specific service to women, infants and children who are low-income and at nutritional risk. The overall goal of the WIC Program is to improve the health status of eligible participants by providing nutritious foods to supplement diets, information on healthy eating, breastfeeding support, referrals to healthcare services, and other services that support the family.

C. The purpose of this contract is to provide funds and expectations to Contractors, also referred to as subrecipients, to support the delivery of services, deliverables, and benefits of the WIC Program to eligible participants through qualified community agencies.

D. The terms of this contract are derived from applicable Federal and State statutes, regulations, policies, and procedures as detailed in Exhibit E, Provision 1.

E. The CDPH/WIC Division's Catalog of Federal Domestic Assistance (CFDA) Number is 10.557. The CDPH/WIC Division's CDFA Program Title is "Special Supplemental Nutrition Program for Women, Infants and Children".

2. Service Location

A. Services shall be provided at authorized WIC Sites within each Contractor's service area, as listed in Exhibit B, Attachment II of this Agreement. The Contractor may serve participants who do not live in the service area, at the participant's request, for reasons related to participant convenience or necessity, such as a preference to attend a WIC Site near the participant's place of employment. The CDPH/WIC Division may modify an existing service area to reflect changing business needs and demographics by notifying the Contractor in writing.

B. The Contractor agrees to provide WIC Program services in the following service area to:

Eligible California residents of San Bernardino County, including the cities of Ft. Irwin, Barstow, Hinkley, Newberry Springs, Helendale, Rialto, Colton, Bloomington, Fontana, Ontario, Chino, Montclair, Upland, Redlands, Yucaipa, Highland, Yucca Valley, Joshua Tree, Twentynine Palms, Hesperia, Apple Valley, Big Bear, Lucerne Valley, Phelan, Pinon Hills, Victorville, Adelanto, San Bernardino, Loma Linda, Rancho Cucamonga, and Oro Grande.

3. Service Hours

A. Services shall be provided during the Contractor's normal business hours, in addition to extended hours of operation, to accommodate the needs of the applicants'/participants' schedules, in accordance with the WIC Policy and Procedure Manual (WPPM) 530-10.

Exhibit A
Scope of Work

B. When business hours of operation change for WIC Sites, the Contractor shall submit notification to the CDPH/WIC Division Contract Manager in writing at least 30 calendar days in advance and make the necessary change in WIC Web Information System Exchange (WIC WISE).

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, Contract Manager Telephone: 916-928-8577 E-mail: Meghann.schiveley@cdph.ca.gov	Joshua Dugas, MBA, REHS, Director of Public Heath 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, Contract Manager Local Services Branch 3901 Lennane Drive Sacramento, CA 95834 Telephone: 916-928-8577 E-mail: Meghann.schiveley@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 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
FI$CAL ID #:
Contractor: San Bernardino County
Attention: Cashier
Address: 351 North Mountain View Ave, San Bernardino, CA 92415-0010
Contract Number: 22-10281
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.

5. Services to be Performed - Please see Exhibit A, Attachment I, Statement of Work, Services to be Performed.

6. Scope of Work Changes

A. Pursuant to Health and Safety Code Section 38077 (b)(2), changes and revisions to the Scope of Work contained in the agreement, utilizing the "**allowable cost payment system**", may be proposed by the Contractor in writing. All requested changes and revisions are subject to the

approval of the State. Failure to notify the State of proposed revisions to the Scope of Work may result in an audit finding.

B. The State will respond, in writing, as to the approval or disapproval of all such requests for changes or revisions to the Scope of Work within 30 calendar days of the date the request is received in the program. Should the State fail to respond to the Contractor's request within 30 calendar days of receipt, the Contractor's request shall be deemed approved.

C. The State may also request changes and revisions to the Scope of Work. The State will make a good-faith effort to provide the Contractor 30 calendar days advance written notice of said changes or revisions.

D. No changes to the Scope of Work agreed to pursuant to this provision shall take effect until the cooperative agreements are amended and the amendment is approved as required by law and this agreement.

7. Definitions

This list of definitions is for use with this Agreement:

A. **Applicant** - A pregnant individual, breastfeeding individual, postpartum individual, infants, and children who are applying to receive WIC benefits, and the breastfed infants of applicants who are a breastfeeding individual. Applicants include individuals who are currently participating in the WIC Program but are re-applying because their certification period is about to expire.

B. **BFPC** means Breastfeeding Peer Counseling Program - The BFPC Program is based on the USDA's WIC Breastfeeding Model Components for Peer Counseling. The BFPC Program utilizes peers to encourage and support WIC mothers to breastfeed their infants via a mother-to-mother connection. The BFPC Program is an enhancement to the WIC Program breastfeeding services and support.

C. **Breastfeeding Coordinator** - A designated Competent Professional Authority (CPA) that ensures breastfeeding is promoted and supported at the WIC local agency.

D. **Care Plan** - An individualized nutrition education plan developed for each WIC participant to follow during participation in the WIC Program.

E. **CDPH/ITSD** means California Department of Public Health, Information Technology Services Division.

F. **CDPH/WIC Division** means California Department of Public Health, Women, Infants and Children Division.

G. **Civil Rights Coordinator** - A designated individual responsible for the coordination of civil rights activities under Section 504 of the Rehabilitation Act of 1973 at the WIC local agency.

H. **Contract Manager** - The CDPH/WIC Division staff assigned to monitor compliance with the terms of the Agreement and provide technical assistance on implementation of the contract and the WIC Policy and Procedure Manual (WPPM).

I. **Contractor** - A local government or private, non-profit organization that provides WIC Program services according to the terms of this Agreement with the CDPH/WIC Division. A Contractor is

also referred to as a WIC local agency. Per FNS guidance, they are also referred to as subrecipients.

J. **CPA** means Competent Professional Authority - Per Federal Regulation 7 CFR 246.2, a CPA is an individual on the staff of the WIC local agency authorized to determine nutritional risk and prescribe supplemental foods. The following persons are the only persons the State agency may authorize to serve as a competent professional authority: Physicians, nutritionists (bachelor's or master's degree in Nutritional Sciences, Community Nutrition, Clinical Nutrition, Dietetics, Public Health Nutrition, or Home Economics with emphasis in Nutrition), dietitians, registered nurses, physician's assistants (certified by the National Committee on Certification of Physician's Assistants or certified by the State medical certifying authority), or State or local medically trained health officials.

K. **Degreed Nutritionist (DN)** – A degreed nutritionist is an individual who possesses a bachelor's degree in a nutrition-related field. The DN must work under the supervision of a Registered Dietitian and must meet both educational requirements and specific standards of competency. The DN role is defined in WPPM 130-50.

L. **Designee** - An individual who has been designated by the Contractor's Agency Director and is authorized to sign invoices, or the Report of Actual Expenditures (RAE) on behalf of the Contractor.

M. **Dual Funded Positions** - Positions which are funded using Nutrition Services and Administration (NSA) funds and funding from another source.

N. **EBT** means Electronic Benefit Transfer - An electronic process that allows a recipient to authorize the transfer of their benefits from a government account to the vendor's account to pay for products received.

O. **FFY** means Federal Fiscal Year (October 1 through September 30).

P. **FMNP** means Farmers' Market Nutrition Program - A USDA program established to provide locally grown fresh fruits and vegetables through farmers' markets to WIC participants. Farmers and markets are authorized and trained by the CDPH/WIC Division to accept check booklets (separate from other WIC food benefits) that are distributed to WIC participants by the Contractor.

Q. **FMNP Local Agency Coordinator** - A designated WIC local agency employee responsible for overseeing all FMNP functions and ensuring FMNP administrative procedures are followed, including booklet accountability, security and integrity, and staff training.

R. **FNS** means Food and Nutrition Service - An agency of the USDA's Food, Nutrition, and Consumer Services. FNS works to end hunger and obesity through the administration of 15 federal nutrition assistance programs, which includes the WIC Program. FNS establishes rules and regulations and oversees the state and local agencies that operate those nutrition assistance programs.

S. **Food Benefits** - A benefit issued to WIC participants for the purchase of WIC supplemental foods at authorized WIC vendors.

T. **International Board-Certified Lactation Consultant (IBCLC)** – An IBCLC is a breastfeeding expert who has met the education and experience requirements needed to take the IBCLC exam.

Exhibit A
Scope of Work

In the WIC setting, the IBCLC typically provides breastfeeding education and supervision to WIC staff and supports participants with breastfeeding challenges.

U. **IT POC** means Information Technology Point of Contact - A designated individual responsible for communications with the CDPH/WIC Division on technology-related implementation and support initiatives.

V. **LVL** means Local Vendor Liaison - A designated WIC local agency employee responsible for establishing and maintaining a working relationship with a set number of WIC authorized vendors as assigned by the CDPH/WIC Division.

W. **NSA** means Nutrition Services and Administration - The funding provided by USDA that supports the WIC Program.

X. **NSP** means Nutrition Services Plan - The NSP is a tool for WIC Local Agencies to use in planning overall WIC Program Nutrition Services. The NSP establishes statewide nutrition services priorities and focuses WIC local agency activities to improve participant health and nutrition outcomes. The NSP also provides a focus for staff training, nutrition education and quality assurance resources over the course of this contract. The NSP is federally mandated (7 CFR 246.11) and is further described in the WIC Nutrition Services Standards [https://wicworks.fns.usda.gov/resources/wic-nutrition-services-standards].

Y. **Nutrition Consultant** - The CDPH/WIC Division staff assigned to provide ongoing WIC local agency support regarding program services, including quality nutrition services, and ongoing monitoring of program performance, quality assurance, and technical assistance.

Z. **Nutrition Education Coordinator** - A designated WIC local agency Registered Dietitian that ensures nutrition education delivery is done in accordance with CDPH/WIC Division approved curriculum and messages and in keeping with the WIC participant's personal, cultural, and socioeconomic preferences.

AA. **NVRA** means National Voter Registration Act - Congress enacted the National Voter Registration Act of 1993 to enhance voting opportunities for every American. The NVRA allows the Department of Justice to bring civil actions in federal court to enforce its requirements.

BB. **NVRA Coordinator** - A designated WIC local agency employee responsible for implementing and ensuring compliance with the NVRA requirements at each of the WIC local agency sites.

CC. **Outreach Coordinator** - A designated WIC local agency employee responsible for coordinating partnership development with health, community, and social services organizations to encourage referrals to the WIC program, conducting and tracking annual public outreach announcement and promoting WIC to eligible non-participants.

DD. **Participant** - An individual who meets all WIC Program eligibility criteria, is enrolled in the WIC Program, and receives nutrition benefits.

EE. **PCE** means Participant-Centered Education - A strength-based approach that places the participant at the center of the education process. Rather than focusing only on participants' problems, risks, or unhealthy behaviors, this approach emphasizes participants' capabilities and strengths regarding their nutrition, health, and referral needs. In PCE, educators work

collaboratively with participants to elicit and support their motivation to change, respecting them as the ones who ultimately decide if and when they will learn and/or make a change.

FF. **Quality Assurance (QA)** means a retrospective review process which demonstrates that a service fulfilled or met a set of requirements or criteria.

GG. **Quality Improvement (QI)** means a formal approach to performance analysis and systematic efforts to improve it. It involves the implementation of solutions to improve services and the monitoring of their effectiveness, with the goal of providing quality nutrition services and achieving optimal health outcomes for participants.

HH. **RAE** means Report of Actual Expenditures - The Contractor's year-end financial report that is submitted to the CDPH/WIC Division at the end of each FFY for review and approval.

II. **RBL** means Regional Breastfeeding Liaison - WIC professional staff that are experts in breastfeeding and community collaboration. They are charged with narrowing the breastfeeding support gaps in the community between WIC, health care providers, hospitals, and other community partners that serve WIC families.

JJ. **Registered Dietitian (RD)** - A registered dietitian is a food and nutrition expert who has met academic and professional requirements. The RD must possess and maintain the RD credential or the right to use the term "registered dietitian" as approved by the Commission on Dietetic Registration (CDR) of the Academy of Nutrition and Dietetics (AND). The RD role is defined in WPPM 130-10.

KK. **Service Area** - The geographical area covered by the Contractor, which may be listed as County, City, and/or Zip Code.

LL. **State Committee** - A group of WIC local agency and CDPH/WIC Division staff that support various statewide projects related to Nutrition Education, Training, Breastfeeding, Outreach, Data, and other WIC activities. CDPH/WIC Division staff facilitate meetings and tasks associated with statewide projects and Local Agency members provide input, testing, and review. Committee members are chosen via a formal application process; the local agency is provided funding for participation.

MM. **Staff Training Coordinator** - A designated WIC local agency Nutritionist that ensures staff training is planned, completed, and documented within designated timeframes. Follows all guidance provided within the WPPM, Nutrition Services Plan (NSP), and WIC WINs regarding staff training requirements.

NN. **ULO** means Unliquidated Obligations - ULO is a commitment to purchase tangible goods and/or services that have not yet been paid but were approved for purchase by the CDPH/WIC Division.

OO. **USDA** means United States Department of Agriculture - The Federal agency that funds and implements the WIC Program throughout the United States.

PP. **WIC Site** - A CDPH/WIC Division approved location where WIC business is conducted by the Contractor. Types of WIC Sites include WIC Office (provides direct participant services), WIC and Administrative Office (provides direct participant services and administrative services), Administrative Only, Call Center, and Warehouse/Storage locations.

QQ. **WIC Director** - The manager designated by the Local Agency's parent agency who is responsible for the day-to-day WIC Program's operations.

RR. **WIC Program** means the Special Supplemental Nutrition Program for Women, Infants and Children - A federal assistance program of the Food and Nutrition Service (FNS) of the USDA for healthcare and nutrition of low-income pregnant women, breastfeeding women, postpartum women, and infants and children under the age of five.

SS. **WIC WISE** means WIC Web Information System Exchange - A computerized information processing system that provides an organization with information and tools to organize, evaluate, and efficiently manage its business activities, and to provide support for making operational, tactical, and strategic decisions.

TT. **WNA** means WIC Nutrition Assistant - A paraprofessional who provides WIC services to participants.

UU. **WPPM** means the WIC Policy and Procedure Manual.

8. Contractor Responsibilities

Administrative Contract Requirements

1) Caseload Management and Performance Standard

a) The Contractor's participant monthly caseload is listed below. The Contractor shall meet the performance standard by serving one hundred percent (100%) of the authorized caseload.

1. Year 1 participant monthly caseload: 59,130
2. Year 2 participant monthly caseload: 59,130
3. Year 3 participant monthly caseload: 59,130

b) Should the Contractor fail to meet the performance standard, the CDPH/WIC Division may reduce the Contractor's participant monthly caseload and associated funding through a formal contract amendment.

2) Program Monitoring Visits

The CDPH/WIC Division shall conduct program monitoring visits to ensure that the Contractor's program operations and fiscal management procedures are in compliance. Monitoring visits shall be performed at least once every two (2) years and may be on-site, virtual, or a combination. The Contractor shall comply with all requirements of the program monitoring process. Contractors found to be out of compliance during the program monitoring visits may be subject to more frequent program monitoring, and if findings are not corrected, sanctions may be imposed.

3) Quality Assurance and Quality Improvement

The Contractor shall maintain an internal Quality Assurance (QA) Plan (per WPPM 100-01) and continuously review and evaluate the program services provided. Deficiencies identified during the QA process, via statewide performance measures, the annual NSP, or by CDPH/WIC Division monitoring visits, shall be included in the QA Plan and addressed through Quality Improvement (QI) activities. The improvement activities and monitoring shall follow traditional QI methods. For further

information on QI, see Standard 16 in the current WIC Nutrition Services Standards [https://wicworks.fns.usda.gov/resources/wic-nutrition-services-standards].

4) Staffing Standards

a) The Contractor shall ensure all appropriate staff performs tasks as outlined in Exhibit A, Attachment I and as detailed in Exhibit B, Attachment I.

b) The Contractor shall ensure there are adequate and qualified personnel to perform administrative tasks and other duties related to certification, referral, outreach, education, planning, and supervisory functions for the WIC Program. The Contractor may employ WNAs, RDs, Degreed Nutritionists, CPAs, and other staff in accordance with Exhibit A, Attachment I.

c) The Contractor shall employ RDs for activities that support participant's nutrition needs and oversee the development, implementation, and evaluation of the Nutrition Services Plan, the quality assurance plan and nutrition related education, and assessments. If there are barriers to meeting this RD staffing standard, the Contractor shall submit a written plan to the CDPH/WIC Division Contract Manager and Nutrition Consultant, explaining how they will coordinate and provide nutrition services to participants in accordance with Exhibit A, Attachment I.

d) WIC Director

The Contractor shall designate a WIC Director who meets the federal CPA qualifications. The WIC Director is responsible for the day-to-day operations of the WIC program and serves as the primary liaison to the CDPH/WIC Division. This position has supervisory and coordination responsibilities, including ensuring that the Contractor complies with all program, fiscal, administrative, and operational requirements, and services to be performed in accordance with Exhibit A, Attachment I. If there are barriers to meeting this CPA staffing standard, the Contractor shall submit a written plan for approval to the CDPH/WIC Division Contract Manager and Nutrition Consultant, explaining how they will meet the program, fiscal, administrative and operational requirements, and services to be performed in accordance with Exhibit A, Attachment I.

e) Nutrition Education Coordinator

The Contractor shall designate a RD to serve in the role of the Nutrition Education Coordinator. If there are barriers to meeting this RD staffing standard, the Contractor shall submit a written plan to the CDPH/WIC Division Contract Manager and Nutrition Consultant explaining how they will coordinate and provide nutrition services to participants in accordance with Exhibit A, Attachment I.

f) Breastfeeding Coordinator

The Contractor shall designate a CPA that meets WPPM 130-100 requirements, to serve in the role of the Breastfeeding Coordinator. If there are barriers to meeting this CPA staffing standard, the Contractor shall submit a written plan to the CDPH/WIC Division Contract Manager and Nutrition Consultant explaining how they will promote breastfeeding in the community and support the provision of breastfeeding services to participants in accordance with Exhibit A, Attachment I.

Exhibit A
Scope of Work

g) Local Vendor Liaison

The Contractor shall designate one or more staff to serve in the role of the LVL to be the point-of-contact to the CDPH/WIC Division for LVL related activities in accordance with Exhibit A, Attachment I, Task 6.

h) National Voter Registration Act Coordinator

The Contractor shall designate one or more staff to serve in the role of the NVRA Coordinator to be responsible for ensuring compliance with NVRA and Senate Bill 35 at their WIC Sites. The NVRA Coordinator shall ensure all NVRA requirements are followed, as listed in WPPM 190-30, WPPM 700-06, and Secretary of State requirements for NVRA reporting agencies.

i) Outreach Coordinator

The Contractor shall designate one or more staff to serve in the role of the Outreach Coordinator to be responsible for ensuring compliance with the Annual Public Outreach Announcement (APOA) and ongoing outreach activities for the local agency. The Outreach Coordinator shall ensure all outreach, coordination with local health programs and services, and APOA requirements are followed, as listed in WPPM 700-01, WPPM 700-07, WPPM 700-08 and Exhibit A, Attachment I, Task 5.

j) Staff Training Coordinator

The Contractor shall designate a Nutritionist to serve in the role of the Staff Training Coordinator. If there are barriers to meeting this Nutritionist staffing standard, the Contractor shall submit a written plan to the CDPH/WIC Division Contract Manager and Nutrition Consultant explaining how they will coordinate and provide staff training in accordance with Exhibit A, Attachment I.

k) Civil Rights Coordinator (only applies to the Contractors with 15 or more employees)

The Contractor shall designate a staff person as the individual responsible for the coordination of civil rights activities under Section 504 of the Rehabilitation Act of 1973. This may be the same individual responsible within the broader local government or private, non-profit organization, not solely the WIC program at the WIC local agency, as described in WPPM 510-30.

l) Farmers' Market Nutrition Program Local Agency Coordinator (only applies to the Contractors receiving funds for this project).

The Contractor shall designate one or more staff to serve in the role of the FMNP Local Agency Coordinator to be the point-of-contact to the CDPH/WIC Division FMNP Coordinator for FMNP related activities in accordance with Exhibit A, Attachment I, Task 8. The FMNP Local Agency Coordinator shall ensure all FMNP administrative requirements are followed, as listed in the WPPM 800-series.

m) Dietetic Internship Program (only applies to the Contractors receiving funds for this project)

The Contractor shall ensure and maintain an Academy of Nutrition and Dietetics (AND) accredited WIC Dietetic Internship (DI) program pursuant to guidelines established by the CDPH/WIC Division and the Accreditation Standards as set forth by the Accreditation Council for Education in Nutrition and Dietetics (ACEND). Funding of project is contingent on meeting CDPH/WIC Division guidelines and ACEND performance outcome standards.

Exhibit A
Scope of Work

The Contractor shall evaluate the eligibility of WIC employees and provide guidance to improve qualifications for the internship. Qualified WIC employee applicants seeking Community Nutrition focus shall be given priority in the candidate selection process. Non-WIC employee applicants seeking Community Nutrition focus may be selected based on established WIC criteria for positions not filled by WIC employees.

The Contractor shall work with WIC dietetic interns and graduates to pass the mandatory registration examination for dietitians (RDN Exam) and meet ACEND performance standards.

The Contractor shall work with other internship directors, the CDPH/WIC Division's Dietetic Internship Coordinator, and state representatives to develop and implement strategies to sustain WIC DI programs, maintain the number of funded intern positions, increase the number of qualified and culturally diverse applicants that reflect the demographics and diversity of the community, develop and implement ongoing program evaluation and improvement at least once per quarter, address program challenges or barriers, and acknowledge program accomplishments.

The Contractor shall participate in outreach activities to ensure potentially qualified employees and their local agencies have the awareness, information, and resources needed to apply to the internships. At least one (1) annual outreach announcement to WIC local agencies statewide per calendar year shall be completed. Outreach shall aim to develop statewide partnerships and collaboration with local agencies, dietetic education programs, universities, and professional organizations to increase recruitment. The Contractor shall provide a point of contact, or designee, with applicant recruitment advertisements for distribution within the WIC community statewide (i.e., letter and/or WIC website).

The Contractor shall provide bi-annual status reports and information to the CDPH/WIC Division Dietetic Internship Coordinator including, but not limited to the following:

1. Any program changes including those requiring a substantive change request to ACEND.
2. ACEND communications regarding accreditation status and notifications.
3. Program outcomes or achievements.
4. Program costs and budget changes.
5. Intern RD exam pass rates and pass rate improvement plans.
6. Intern demographic, employment, and retention data.
7. Intern selection of WIC employees and non-WIC interns.

Dietetic internship funds are to be used for WIC employee/intern expenses including for direct intern expenses (tuition and fees), conferences, trainings, certifications, memberships, RDN exam review study program materials, and other expenses at the Contractor's discretion.

Tuition and fees for WIC employees/interns with at least six (6) months of work experience prior to acceptance into the dietetic internship shall be waived. Tuition may be reassessed at the non-WIC rate for WIC employees/interns who have ended any required WIC employment during the internship at the Contractor's discretion.

Non-WIC employee/interns may be charged tuition at the Contractor's discretion. Tuition and fees are to be submitted to the CDPH/WIC Division Dietetic Internship Coordinator for review

and approval prior to implementation. Itemized fees shall be submitted including direct intern expenses, approved conferences and trainings, required certifications and memberships, RDN exam review study program materials, and other expenses at the Contractor's discretion.

n) State Committee Membership (only applies to the Contractors receiving funds for membership in one of the State Committees)

The Contractor shall ensure the staff member(s) accepted for membership on any of the CDPH/WIC State Committees will:

1. Participate in all scheduled committee meetings, whether in person or virtual.
2. Follow all CDPH/WIC Division written committee expectations specific to their assigned committee to include completing tasks as designated by CDPH/WIC Division staff between committee meetings.
3. Use committee funds only for committee work and travel (this may include personnel costs, travel, or training(s) related to committee work).

5) Professional Certifications

The Contractor shall ensure professional staff listed under "Staffing Standards" here within the Exhibit A, Scope of Work (SOW) and staff identified on Exhibit B, Attachment I, maintain any professional certifications and memberships required, which shall also include registration of certification/recertification as part of staffs' profession, relevant memberships to professional organizations, and subscriptions to professional and technical periodicals.

6) Program Materials

The Contractor shall utilize approved CDPH/WIC Division administrative, program, nutrition education, breastfeeding, and outreach materials in accordance with Exhibit A, Attachment I. The Contractor shall request and receive approval from the CDPH/WIC Division Contract Manager and Nutrition Consultant prior to purchasing, using, or developing other materials for the WIC Program.

7) Staff Training Requirements

a) The Contractor shall provide to their staff a comprehensive orientation to the WIC Program, initial and in-depth training, as well as on-going professional and program training to ensure that all of the Contractor's staff has the knowledge and skills necessary to perform their duties.

b) The Contractor shall provide all mandatory trainings in accordance with WPPM 190-00. Newly hired staff shall complete the mandatory training within three (3) months of employment, and subsequently, once every 12 months as required by position.

c) The Contractor is responsible for assessing staff competency and ensuring training appropriate to the position and duties is received on an ongoing basis, including, but not limited to, Participant-Centered Education and nutrition and breastfeeding topics.

d) The Contractor shall meet the staff training requirements by any of the following options: online trainings; trainings at Regional Training Centers; in-service trainings; staff meetings; and attending CDPH/WIC Division approved conferences, trainings, and/or meetings at locations to be determined.

Exhibit A
Scope of Work

8) Travel

The Contractor's staff shall be allowed to travel to attend trainings and conferences, attend committee meetings, provide services at WIC Sites, and provide community outreach activities. The Contractor shall request prior approval from the CDPH/WIC Division Contract Manager and Nutrition Consultant for all Out of State Travel, training, and/or conferences not previously approved by the CDPH/WIC Division.

9) Data Collection

Data collection and all State Approved Platforms required by the CDPH/WIC Division shall be utilized to meet federal and state reporting requirements and address and minimize fraud opportunities.

a) The Contractor shall comply with all data collection, entry, and reporting requirements, including data on nutrition assessment and certification, nutrition education, food benefits and issuance, breastfeeding promotion and support, outreach, the NSP, WIC vendor support, Farmers' Market Nutrition Program (if applicable), and Breastfeeding Peer Counseling Program (if applicable).

b) The Contractor shall only utilize the data collection system(s) and/or WIC WISE provided by the CDPH/WIC Division.

10) Nutrition Services Plan

The Contractor shall complete, submit, and implement an annual NSP Work Plan and accompanying documents that are consistent with CDPH/WIC Division established NSP goals and objectives. The NSP will be reviewed and approved by the assigned Nutrition Consultant.

11) WIC Site Changes

a) The Contractor shall remain open and continue providing WIC services at all of the approved WIC Sites, unless prior written approval to relocate or close a WIC Site has been provided by the CDPH/WIC Division.

b) The Contractor may not provide WIC services at any location other than CDPH/WIC Division approved sites. The Contractor may not create temporary sites, and/or, certification/recertification, or education sites without prior written approval from the CDPH/WIC Division.

c) The Contractor must receive written approval from the CDPH/WIC Division prior to entering into any contractual agreement for new, relocation, and/or closure of WIC Sites, in accordance with WPPM 1000-06. The Contractor shall submit a WIC Site Request packet to the CDPH/WIC Division Contract Manager and Nutrition Consultant for review and approval. WIC Site Request packets are to be submitted at least 45 days prior to the anticipated opening date for review.

d) The Contractor shall be responsible for any liabilities and costs incurred from entering into any contractual agreement for a WIC Site that is not approved by the CDPH/WIC Division; the Contractor must not use WIC funds to cover these unapproved costs.

e) Based on unmet needs data and/or other verifiable data, the CDPH/WIC Division may determine that additional WIC Sites need to be opened to serve an unmet need in a specific service area. The CDPH/WIC Division will first work with the existing Contractors already providing services in the identified service area to ensure uninterrupted participant access to

services. The CDPH/WIC Division may release a Request for Application (RFA) to solicit potential Contractors to open additional WIC Sites based on CDPH/WIC Division service site location needs. If the CDPH/WIC Division determines that a WIC Site needs to be closed, the CDPH/WIC Division will work with the Contractor to close the WIC Site, address participant access needs, and amend the contract accordingly.

f) If the opening or closing of WIC Sites initiated by the CDPH/WIC Division will result in a caseload increase or decrease, appropriate funding changes may be made through a formal contract amendment.

12) Time Reporting Requirement

The Contractor shall make available all WIC time studies upon request of the CDPH/WIC Division.

a) The Contractor shall complete a time study. Each time study shall cover a minimum of one (1) week per month, or one (1) month per quarter. All staff providing WIC services, who are paid with WIC funds, are to be included in the time study. The time study must accurately document time spent on the four (4) Federal WIC cost categories:

1. General Administration
2. Client Services
3. Nutrition Education
4. Breastfeeding

b) The time studies shall be reported in accordance with Section 13 below as part of the RAE process.

c) Continuous Time Reporting - Farmers' Market Nutrition Program (if applicable)

The Contractor shall adhere to all fiscal procedures required for FMNP restricted funds and keep continuous time reports, or modified continuous time reports, for all staff performing FMNP related duties as outlined in Exhibit A, Attachment I, Task 8. Under modified continuous time reporting, a local agency may allocate the cost of all compensation for FMNP issuance time and effort on a reasonable basis, such as the ratio of total FMNP benefits issued to total benefits issued under both WIC and FMNP.

d) Continuous Time Reporting - Breastfeeding Peer Counseling Program (if applicable)

The Contractor shall adhere to all fiscal procedures required for BFPC restricted funds and keep continuous time reports for all dual funded positions performing BFPC-related duties as outlined in Exhibit A, Attachment I, Task 9.

13) Report of Actual Expenditures Requirement

a) The Contractor shall submit a completed copy of the Report of Actual Expenditures (RAE) packet no later than December 15th, following the end of each FFY of this Agreement, using the RAE Workbook provided by the CDPH/WIC Division.

b) The RAE Worksheet shall be signed by the Contractor's preparer of the RAE packet, and the Agency Director or authorized designee. A Designee Letter signed by the Agency Director on

the Contractor's letterhead shall be submitted to the CDPH/WIC Division to identify and authorize the designee. The designee shall not be the preparer of the RAE packet.

c) The RAE packet shall not be submitted until the final invoice for the FFY has been approved and all obligations have been liquidated. The Contractor shall refer to the Exhibit B, Budget Detail and Payment Provisions, Provision 9.H.1 and 9.H.2 for more details.

d) The RAE Worksheet shall be clearly marked "All Obligations Liquidated", indicating that all payment obligations of the State under this Agreement have ceased and that no further payments are due or outstanding for the corresponding FFY.

e) The Contractor shall submit the following with the RAE packet:

1. The Expenditure Worksheet
2. The NSA Operating Expenses Worksheet
3. The Agency Time Sheet Summary
4. The RAE Worksheet (signed)

f) In the event of early termination of this Agreement, the RAE packet shall be submitted no later than 60 days from the termination date.

14) Nutrition Education Minimum Expenditure "Open in desktop app"

a) The Contractor shall meet the nutrition education expenditure requirement of spending a minimum of one sixth ($^1/_6$) approximately eighteen percent (18%) of the Contractor's NSA funds on Nutrition Education Services. Time studies may be used as part of the verification for this expenditure.

b) The CDPH/WIC Division may recover up to eighteen percent (18%) of the annual NSA funds for a budget period of this Agreement if the Contractor fails to spend, document, or report the required minimum of one sixth ($^1/_6$) approximately eighteen percent (18%) minimum expenditures for each budget period of this Agreement in accordance with Exhibit A, Attachment I, Task 2.

15) Breastfeeding Promotion and Support Minimum Expenditure

a) The Contractor shall meet the breastfeeding promotion and support minimum expenditure dollar amount requirement of NSA funding per pregnant and/or breastfeeding participants on breastfeeding promotion activities. This figure will be updated annually based on the USDA's minimum expenditure requirements published each year. The Contractor will be notified by the CDPH/WIC Division when the amount is released. Time studies may be used as part of the verification for this expenditure.

b) The CDPH/WIC Division may recover the minimum expenditure if the Contractor fails to spend, document, or report the breastfeeding promotion and support minimum expenditure requirement per pregnant and/or breastfeeding participants in accordance with Exhibit A, Attachment I, Task 4.

Exhibit A
Scope of Work

16) Subcontract Requirements

a) The Contractor shall request written authorization and receive CDPH/WIC Division approval prior to executing a subcontract exceeding $5,000 in accordance with requirements specified in Exhibit D, Provision 3.

b) The Contractor shall obtain and submit at least three (3) bids or justify a non-competitive bid award.

17) Procurement Requirements

a) The Contractor shall request written authorization and receive CDPH/WIC Division approval prior to any purchase exceeding $5,000 in accordance with requirements specified in Exhibit D, Provision 1.

b) The Contractor shall obtain and submit at least three (3) bids or justify a non-competitive bid award.

18) Inventory and Management of State Property Requirements

The Contractor shall follow the requirements regarding the reporting, tagging, annual inventorying, and proper disposal of all equipment (including technology equipment and software) and/or property that is furnished by the CDPH/WIC Division or purchased/reimbursed with funds provided through this Agreement, as specified in Exhibit D, Provision 2, and WPPM 1000-10, Inventory and Management of State Property.

19) Motor Vehicles and Vehicle Maintenance

a) The Contractor may purchase and operate motor vehicle(s) to perform the services of this Agreement with CDPH/WIC Division approval. All CDPH/WIC Division owned motor vehicle(s) purchased with WIC funds may be used for travel as listed under “Travel” here within the Exhibit A, SOW, and also for transportation of supplies needed for WIC Program operations.

b) The Contractor shall follow the requirements detailed in Exhibit D, Provision 2.g. regarding the purchase and use of Motor Vehicle(s). The Contractor shall follow the proper procedures to register the vehicle as follows:

1. Legal Owner is the California Department of Public Health
2. Registered Owner is the Contractor’s Legal Name

c) The Contractor shall obtain and submit a copy of the required insurance documents as detailed in Exhibit E, Provision 2.

d) The Contractor shall ensure a travel log is completed on all state-owned vehicles and shall make travel logs available upon request.

e) The Contractor is responsible for vehicle maintenance. Prior approval must be obtained for any vehicle maintenance exceeding $5,000. The Contractor shall obtain at least three (3) bids or justify a non-competitive bid award and submit the request to the CDPH/WIC Division Contract Manager.

Exhibit A
Scope of Work

20) Information Technology and System Support Services

a) The Contractor shall identify and maintain a current Information Technology Point of Contact (IT POC) that shall communicate with the CDPH/WIC Division and CDPH/ITSD on technology-related implementation and support initiatives. The Contractor shall provide the phone number(s) and email(s) for which the IT POC can be reached. The Contractor shall promptly notify the CDPH/WIC Division Contract Manager and Nutrition Consultant whenever there is a change in the IT POC.

b) Where delegated system administration functions and responsibilities apply, the Contractor shall designate a WIC Local Agency User Account Maintenance role to a minimum of two (2) staff who shall on a monthly basis, monitor, review, create, and maintain correct access rights to WIC WISE for their WIC local agency staff. The scope shall include terminating or updating system access rights for staff according to their roles and responsibilities or employment status. If the Contractor does not have staff already designated to this role, the Contractor must promptly notify the CDPH/WIC Division Contract Manager and Nutrition Consultant. Refer to WPPM 140-20 for more information.

c) The Contractor shall ensure that all users have read and signed the CDPH/WIC Employee Security Affidavit agreement form and have submitted a copy to the CDPH/WIC Division as required per WPPM 140-20.

d) The Contractor IT POC shall actively participate in State planned WIC technology user workgroups.

e) The Contractor shall obtain local information technology support services and infrastructure to maintain an appropriate network.

f) The Contractor is responsible for the implementation and ongoing support of its Wide Area Network (WAN) infrastructure and for the devices within that network. The Contractor is responsible for the telecommunications, virtual and physical hardware and software compliance standards, protection of electronic data, security compliance best practices, and maintenance and operations on the local side of the network.

g) The Contractor shall have an entry point to their local network for CDPH/WIC Division access; this entry point is called a Point of Presence (POP).

h) The Contractor shall obtain local information technology personnel support services and infrastructure to fulfill the following responsibilities:

1. Provide technical support consistent with a Transmission Control Protocol/Internet Protocol (TCP/IP) technical environment.
2. Allow workstations and other WIC devices to communicate through an Access Control List (ACL) via TCP/IP through the California Department of Technology (CDT), California Government Enterprise Network (CGEN) router to access WIC resources on the WAN.
3. Allow EBT related peripheral devices such as magnetic card readers, signature pads, pin pads, scanners, and other WIC devices to be able to receive TCP/IP communication through the CGEN router and the WAN.
4. Allow video conferencing equipment to be able to communicate with the CDPH/WIC Division central video conferencing systems within the CDPH/WIC Division network.

Exhibit A
Scope of Work

i) The Contractor shall support implementation and maintenance of WIC technology activities:

1. Implement infrastructure and devices needed to perform WIC Program business in accordance with the CDPH/WIC Division/State of California Information Technology minimum hardware standards, located on the CDPH/WIC Local Agency SharePoint Site (LASS) [https://partners.cdph.ca.gov/sites/LASS/].
2. Maintain workstations, EBT related peripheral devices, printers, and TCP/IP equipment, from the WAN infrastructure or any other end user TCP/IP device, so WIC Program business can be performed.
3. Ensure that the acquired technology hardware and software meets the minimum specification requirements and standards for computers, peripheral devices, browsers, software tools, etc.

j) The Contractor shall provide TCP/IP network troubleshooting and timely support for WIC site operations:

1. Isolate TCP/IP communication problems in a timely manner so WIC Program business can be performed.
2. Provide information to the CDPH/WIC Division/State of California Information Technology staff when trying to determine if TCP/IP communication problems are local or within the State network.

k) The Contractor shall provide maintenance and support for hardware/software used in WIC Program operations:

1. Install, maintain, and configure the operation systems, device drivers, and applications software used by staff for performing WIC Program operations.
2. If software or hardware is not performing as expected, contact the WIC WISE Service Desk for resolution.

l) The Contractor shall ensure proper security of local network systems and WIC data:

1. Ensure that the devices in the WIC local agency's network are protected from hackers, viruses, and other security threats through the use of virus protection software, appropriate hardware, restrictions of TCP/IP communications, or any other tool that may be needed to protect WIC Program devices on the network.
2. When data traverses' wireless networks and/or the Internet, communications shall be protected with a minimum of 256-bit encryption through an encryption network.
3. The Contractor is responsible to investigate and respond to, and upon request by CDPH, report to WIC, ITSD, and WIC WISE Service Desk any known or potential software, system, or network security risk vulnerabilities that may impact (or potentially adversely affect) any of the WIC systems accessed on the agency's network; additionally, report on any security risk response and remediation efforts with the identified name and version of each vulnerable software or system, before and after each security risk issue resolution/mitigation.

m) The Contractor shall follow the Information Privacy and Security Requirements as detailed in Exhibit G.

n) The Contractor shall be in compliance with the WIC WISE requirement as detailed in the WPPM.

21) Implementation of Technology Projects

The CDPH/WIC Division will periodically implement technology projects or systems such as electronic inventory, auto dialer, video conferencing, updating WIC WISE, and ongoing maintenance of State Approved Platforms. The Contractor shall actively support the implementation of state information technology projects by following the instructions and adhering to the timelines provided by the CDPH/WIC Division. The instructions may include requirements to use CDPH/WIC NSA funds to purchase specific equipment, train staff, or implement a new technology project within the implementation timeframe provided.

22) Emergency and Disaster Planning

a) If the Contractor experiences an emergency situation or incident, the Contractor shall notify the CDPH/WIC Division within twenty-four (24) hours. The Contractor shall work collaboratively and cooperatively with appropriate State and local agencies, local assistance centers, and community response teams to certify applicants and to ensure WIC services are delivered to eligible participants.

b) The Contractor is required to maintain an emergency and disaster plan and follow the procedure and coordination requirements.

23) Regional Training Centers (only applies to the Contractor receiving funds for this project)

a) The Contractor shall provide a Regional Training Center (RTC) for use by WIC local agency trainers and CDPH/WIC Division trainers to conduct trainings, including but not limited to, breastfeeding training, BFPC training, PCE training, WIC WISE training, LVL training, vendor training, and various WIC local agency trainings provided to WIC local agency staff and authorized WIC vendors.

b) The Contractor shall maintain a training room facility with access to restrooms, drinking water, and parking; site logistics including tables, chairs, and appropriate equipment including facilitator laptop/computer (monitor, keyboard, mouse, and cables as needed), projector and spare bulb, screen, computer speakers or sound system, wireless microphone, flip chart paper and easel, use of a copier, general training/office supplies (sticky notes, markers, pens, etc.), storage cabinet; and internet access necessary for trainings.

c) The Contractor shall identify WIC local agency clerical support for scheduling, ordering supplies, access to training room(s), providing site specific instructions, and receiving/storing shipped training materials for up to two (2) weeks prior to training.

d) The Contractors receiving funds for the RTC shall also provide required equipment including connectivity to WIC WISE (Wi-Fi); 12-20 dedicated laptops/computers and monitors; peripheral devices including a signature pad, PIN pad, scanner, and a magnetic card reader that meets WIC WISE recommended specifications; surge protector power strips; and locked storage for laptops.

e) The Contractors shall provide IT staff or services to be available for IT assistance one (1) day prior to and on training days.

Exhibit A
Scope of Work

24) Translation Review Services – Education Materials (only applies to the Contractor receiving funds for this project)

The Contractor shall designate one (1) or more staff to review translation of CDPH/WIC Division developed education materials for accuracy and literacy level. Requests to the Contractor will include timeframes with specific delivery dates expected for completion of the translation services.

25) Breastfeeding Peer Counselor Database (PCDB) – (only applies to the contract with Public Health Foundation Enterprises, Inc.)

The following only applies to PHFE, which is the WIC local agency that hosts the web-based Breastfeeding Peer Counselor Database (PCDB). PHFE is responsible for maintaining the PCDB for California WIC local agencies authorized to use the system. Maintenance of the system does not include additional program development or functionality.

a) Responsibilities of PHFE includes, but are not limited to:

1. Ensuring users complete and submit a PHFE-WIC Peer Counselor Database Employee Security Affidavit form before a PCDB user account is established.
2. Ensuring local agencies can access their own agency reports and documentation.
3. Maintaining a secure, interactive automated educational text messaging function.
4. Providing “User Training” to agencies that use the PCDB and text messaging function, and answering daily questions sent to the PCDB support inbox.
5. Assisting the CDPH/WIC Division with PCDB data extraction and conversion activities related to the transfer of historical PCDB data to WIC WISE.

b) PHFE is bound to the following requirements, terms, and conditions, concerning the PCDB, as stated in the WIC local agency contract:

1. Information Privacy and Security Requirements, as specified in Exhibit G, Section XI, which includes reporting any incidents involving unauthorized use of this data file to the CDPH Program Contract Manager, CDPH Privacy Officer, and CDPH Chief Information Security Officer (and CDPH IT Service Desk).
2. Special Terms and Conditions pertaining to Confidentiality of Information, as specified in Exhibit D, Provision 8.

c) PHFE may export its own agency data out of the PCDB for additional analytical purposes, such as program evaluation. If PHFE WIC data from the PCDB is used for research studies, PHFE will adhere to the research request and approval process outlined in the contract between the CDPH/WIC Division and PHFE. At no time will PHFE use data from any other WIC local agency for additional research or analytical purposes.

Exhibit A, Attachment I
Statement of Work
Services to be Performed

Task 1: Nutrition Assessment and Certification:

Objective: The Contractor shall, on an ongoing basis, determine eligibility, certify/enroll individuals, and provide Woman, Infants and Children (WIC) Program benefits.

Activities to Support the Objective
Activity 1: Assess that applicants meet eligibility criteria: 1. Categorical; 2. Residential; 3. Financial; and 4. Nutritional risk. If applicants meet these four criteria, certify eligible applicants and document ineligibles. Activity 2: Conduct a complete nutrition assessment to include anthropometric/biochemical, health history, and diet information for each applicant. Activity 3: Conduct required screenings, provide and document social service and health referrals, as appropriate. Activity 4: Accurately prescribe food benefits based on category, preferences and individual nutritional need. Activity 5: Document a Care Plan in WIC WISE. Activity 6: Maintain and adhere to procedures for fraud prevention including Separation of Duties (SOD).
Deliverables
A. Eligible applicants/participants are certified and provided appropriate WIC benefits. B. Nutrition assessments, including required screenings, are completed on all eligible WIC applicants/participants. C. Food benefits are prescribed accurately to all WIC applicants/participants. D. Appropriate referrals are provided to all WIC applicants/participants. E. All information on certified participants is accurately documented in WIC WISE. Each participant shall have an appropriately documented Care Plan, which includes a goal at each certification and recertification. F. Ineligible applicants are provided appropriate forms to notify them of ineligibility and referrals if needed. G. Appropriate SOD procedures are implemented during certifications and recertifications.

Exhibit A, Attachment I
Statement of Work
Services to be Performed

Task 2: Nutrition Education:

Objective: The Contractor shall, on an ongoing basis, provide Participant-Centered nutrition education to all WIC participants.

Activities to Support the Objective
Activity 1: Provide and document appropriate, evidenced-based, Participant-Centered Education (PCE) that is based on nutritional risks identified as part of the nutrition assessment and/or participant concerns. Nutrition education contacts should be evidence-based, interactive, and Participant-Centered. Activity 2: Offer and document the minimum number of required nutrition education contacts per the participant's category and certification period. Activity 3: Provide high-risk counseling by a Registered Dietitian (RD) and/or a Degreed Nutritionist (DN) to participants who meet the high-risk criteria based on the participant's nutrition assessment. Activity 4: Utilize the CDPH/WIC Division materials, both printed and electronic, to ensure that consistent, evidence-based nutrition messages are provided to participants in individual counseling sessions and group education. Refer to Exhibit A, Scope of Work (SOW), Provision 8.6.
Deliverables
A. Participants are provided initial and secondary nutrition education based on their Care Plan, their participant category, their interests/concerns, and any subsequent assessments. B. Document all participant nutrition education contacts in the WIC WISE. C. Refer to Exhibit A, SOW, Provision 8.14.

Exhibit A, Attachment I
Statement of Work
Services to be Performed

Task 3: Food Benefits and Issuance:

Objective: The Contractor shall, on an ongoing basis, issue food benefits to all WIC participants using WIC WISE.

Activities to Support the Objective
Activity 1: Instruct each participant on the selection of authorized foods, quantities, and on the correct use of WIC food benefits at authorized vendors. Activity 2: Maintain and adhere to procedures for ensuring food benefits security, including safe and secure transportation, receiving, handling, and storage of all card stock, food benefits, peripheral devices, laptops and portable printers, and if applicable, Farmers' Market Nutrition Program (FMNP) booklets.
Deliverables
A. Food benefits are accurately issued. B. Participant is able to demonstrate the ability to use the food benefits and select allowed foods and quantities. C. The handling procedures for card stock, food benefits, peripheral devices, laptops and portable printers and if applicable, FMNP booklets, meet program security standards.

Exhibit A, Attachment I
Statement of Work
Services to be Performed

Task 4: Breastfeeding Promotion and Support:

Objective: The Contractor shall, on an ongoing basis, promote breastfeeding and provide breastfeeding support to all pregnant and postpartum participants.

Activities to Support the Objective
Activity 1: The Contractor shall promote breastfeeding to all pregnant and postpartum participants unless medically contraindicated. Activity 2: Offer and document evidenced-based, participant-centered breastfeeding education that enables participants to make an informed decision regarding infant feeding and supports them to meet their breastfeeding goals. Activity 3: Refer participants to a qualified staff member when breastfeeding issues are beyond the scope of the staff member providing support, per the WIC Policy and Procedure Manual (WPPM). If applicable, refer participants to the Breastfeeding Peer Counseling (BFPC) Program, breastfeeding support group and/or breastfeeding services in the community. Activity 4: Make breast pumps and kits available to postpartum participants.
Deliverables
A. Participants are provided accurate breastfeeding information. B. Document all participants' breastfeeding education provided in WIC WISE. C. Appropriately refer participants for additional breastfeeding support and assessment to address participants' concerns and to help meet the participants' breastfeeding goals. D. Document breast pump issuance and the reasons for issuance in WIC WISE. E. Maintain an accurate inventory of breast pumps. F. Maintain all breast pumps in a clean and working condition.

Exhibit A, Attachment I
Statement of Work
Services to be Performed

Task 5: Outreach:

Objective: The Contractor shall provide information about WIC Program benefits and requirements to inform potential WIC eligible populations about WIC services.

Activities to Support the Objective
Activity 1: Provide WIC Program information to and coordinate with health and social services organizations to encourage referrals to the WIC Program. Activity 2: Designate an Outreach Coordinator and annually inform potential eligible persons of the availability of program benefits, eligibility criteria, and WIC local agency contact information.
Deliverables
A. Establish referral networks by partnering with the mandatory referral agencies, healthcare providers, and community-based organizations. B. Conduct ongoing outreach activities and the approved Annual Public Outreach Announcement (APOA). Keep documentation of how and where the APOA was conducted. Refer to Exhibit A, SOW, Provision 8.6.

Exhibit A, Attachment I
Statement of Work
Services to be Performed

Task 6: WIC Vendor Technical Assistance and Support:

Objective: The Contractor shall designate one or more staff to serve in the role of the Local Vendor Liaison (LVL) to be the point of contact to the CDPH/WIC Division for LVL related activities. The LVL staff shall provide Technical Assistance (TA) to WIC authorized vendors.

Activities to Support the Objective
Activity 1: Coordinate and conduct, with the Contractor's Training Coordinator, annual in-service training(s) to WIC local agency staff on the two Code of Conduct trainings: Conflict-of-Interest and Confidentiality. Activity 2: Conduct and document site visits three times per Federal Fiscal Year (FFY), serving as a resource to existing WIC authorized vendors both during the site visit and upon request in between visits. The site visits may include, but are not limited to, TA visits. Activity 3: Attend CDPH/WIC Division conducted LVL training(s) as directed. Activity 4: Attend a CDPH/WIC Division conducted vendor training at least once within the period of the contract.
Deliverables
A. Assist the Contractor's Training Coordinator to ensure that both the Conflict-of-Interest and Confidentiality trainings are delivered to the Contractor's WIC local agency staff at least once per calendar year. B. Assist the Contractor's WIC Director or designee to ensure the Contractor's WIC local agency staff review and sign the Conflict-of-Interest statement. C. Meet a minimum 90 percent performance standard of vendor on-site visits completed for each assigned vendor three times during the FFY, which begins October 1. D. Document results of every WIC authorized vendor on-site visit using the CDPH/WIC Division LVL reporting process. E. Provide WIC Program information and referrals to vendors upon request. F. Conduct On-site Preauthorization Visits (OPV) on an as-needed basis. G. Provide written notice to the CDPH/WIC Division when there is a change of LVL(s). The notice shall include the name, WIC local agency, telephone number, email address of the new LVL, and notification to delete outdated information.

Exhibit A, Attachment I
Statement of Work
Services to be Performed

Task 7: Staff Training:

Objective: The Contractor shall provide training(s) to develop skills and abilities for WIC employees to provide WIC Program services.

Activities to Support the Objective
Activity 1: Staff Training Coordinator will develop a Staff Training Plan annually to ensure that all WIC Policies, Nutrition Services Plan (NSP) goals and objectives, and WIC Information Notice (WIN) training requirements are completed. Activity 2: Staff Training Coordinator will ensure that trainings are completed within designated timeframes. Activity 3: Staff Training Coordinator will ensure that completed staff trainings are documented.
Deliverables
A. Staff Training Plan will include a proposed training schedule, method, and trainer(s). The Training Plan must describe how make-up training(s) will take place for staff that missed scheduled training(s). Staff Training Plan training(s) must be based on a topics identified by a needs assessment. B. Training documentation will include, at a minimum, date(s) of training, location(s), subject matter and training completion records. C. Training related sections of the annual NSP, as applicable.

Exhibit A, Attachment I
Statement of Work
Services to be Performed

Task 8: Farmers' Market Nutrition Program (only applies to the Contractors receiving funds for this project)**:**

Objective: The Contractor shall issue Farmers' Market Nutrition Program (FMNP) food benefits to eligible participants between May and September of each year using WIC WISE; provide nutrition education on the benefits of fruits and vegetables to all FMNP recipients; and serve as a local resource for farmers and market managers for program information and assistance as needed.

Activities to Support the Objective

Activity 1: Issue WIC FMNP food benefits via a FMNP booklet, to eligible participants based on established distribution protocol.

Activity 2: Provide nutrition education that discusses the benefits of fruits and vegetables to FMNP food benefit recipients and document in WIC WISE.

Activity 3: Provide instructions and information to FMNP recipients on the proper use of the FMNP booklet and locations where it may be used.

Activity 4: Designate an FMNP Local Agency Coordinator and provide yearly in-service training to WIC local agency staff on program requirements.

Activity 5: Provide guidance and technical assistance as needed to farmers and market managers on program requirements.

Activity 6: Provide accountability for the receipt, storage, inventory, transportation, security, issuance, disposition and reconciliation of FMNP booklets assigned to the WIC local agency by the CDPH/WIC Division.

Deliverables

A. Prior to season start up, the Contractor shall submit an FMNP Season Start-Up Package that includes the following components:

   1. Name and contact information of the WIC local agency's FMNP Local Agency Coordinator;
   2. Materials and procedures for fruit and vegetable nutrition education of FMNP recipients;
   3. Instructional guidance for FMNP recipients on how to use the FMNP booklets;
   4. Plan for providing an in-service training to WIC local agency staff on FMNP procedures;
   5. A printed list or explanation of the method(s) used to inform FMNP recipients where to use FMNP booklets; and
   6. Activities planned, if any, with local farmers' markets and market associations to promote program benefits and participation.

B. The Contractor shall document nutrition education contacts in WIC WISE for all FMNP benefit recipients.

C. The Contractor shall adhere to all fiscal procedures required for FMNP restricted funds and keep continuous time reports for all staff performing FMNP-related duties.

D. The Contractor shall submit by December 31 each year, a completed FMNP Year End Report, reconciling the disposition (issued, lost, damaged, etc.) of all FMNP booklets assigned to the WIC local agency for distribution from May to September of the same calendar year.

Exhibit A, Attachment I
Statement of Work
Services to be Performed

Task 9: Breastfeeding Peer Counseling (BFPC) Program – (only applies to the Contractors receiving funds for this project)**:**

Objective: The Contractor shall perform all the work required to administer and provide mother-to-mother breastfeeding support services to WIC mothers following United States Department of Agriculture, Food and Nutrition Services (USDA/FNS) WIC Breastfeeding Model Components for Peer Counseling.

Activities to Support the Objective
Activity 1: Maintain and document an internal referral link between WIC Program and WIC BFPC Program. Activity 2: Provide BFPC Program direct services as an enhancement to WIC Program breastfeeding services and support. Activity 3: Provide regular supervision and monitoring of peer counselors.
Deliverables
A. A written process for referring participants who would most benefit from mother-to-mother breastfeeding support to the WIC BFPC Program is maintained and WIC clinic staff and BFPC Program staff have been trained on this process. B. Peer counselors maintain regular contact with program participants, provide basic breastfeeding information during contacts, and refer high-risk issues outside of their scope of practice to the International Board-Certified Lactation Consultant (IBCLC). C. All peer counselor and breastfeeding expert contacts, and all referrals to the WIC Designated Breastfeeding Expert, are documented in the Peer Counseling Database (PCDB) and/or WIC WISE. D. The Contractor shall adhere to all fiscal procedures required for BFPC restricted funds and keep continuous time reports for all dual-funded staff performing BFPC related duties.

Exhibit A, Attachment I
Statement of Work
Services to be Performed

Task 10: Regional Breastfeeding Liaison Program (only applies to the Contractors receiving funds for this project)**:**

Objective: The Contractor shall employ a dedicated staff member(s) as a Regional Breastfeeding Liaison (RBL) for WIC breastfeeding and program services outreach and promotions defined by the agency's RBL Action Plan. The RBL Program is designed to reduce the breastfeeding support gaps for WIC participants in the community.

Activities to Support the Objective
Activity 1: The RBL will serve as a WIC breastfeeding liaison, and breastfeeding subject matter expert, to promote WIC Program services, including WIC breastfeeding support services, within their community or region by establishing/fostering relationships with community stakeholders who reach WIC eligible participants and enhance continuity of care (e.g., community-based organizations, public health departments, health clinics, hospitals, businesses, Maternal, Child and Adolescent Health (MCAH) Perinatal Service Coordinators, women's shelters, community colleges, childcare centers, schools, employers, faith-based agencies, etc.). Activity 2: The RBL will work with healthcare providers, hospitals, employers, and community partners within their region to improve their understanding of breastfeeding, WIC's role as a breastfeeding resource, and to increase referrals to the WIC Program.
Deliverables
A. The Contractor shall develop a RBL Plan-of-Action using the CDPH/WIC Division's RBL Action Plan template. B. The Contractor shall adhere to all expenditure monitoring procedures and reporting as required by the CDPH/WIC RBL Program staff. C. The RBL shall provide activity updates to the WIC Director(s) at the contracting agency each quarter or as required by the CDPH/WIC Division. D. The RBL shall participate in meetings, webinars, and conference calls required by the CDPH/WIC Division. As funding allows, attend approved conferences, including the California Breastfeeding Summit and California WIC Association (CWA) conferences.

Exhibit B
Budget Detail and Payment Provisions

1. Invoicing and Payment

A. In no event shall the Contractor request reimbursement from the CDPH/WIC Division for obligations entered into or for costs incurred prior to the commencement date or after the expiration of this Agreement.

B. For services satisfactorily rendered, and upon receipt and approval of the invoices, the CDPH/WIC Division agrees to compensate the Contractor for actual expenditures incurred in accordance with the Budget Line-Item Shift amounts specified in Attachment I, of this Exhibit.

C. Invoices shall include the Agreement Number and shall be submitted electronically bi-weekly, monthly, or quarterly, not more frequently than bi-weekly in arrears to the assigned CDPH/WIC Division Contract Manager listed in Exhibit A, Scope of Work, Provision 4.

D. The CDPH/WIC Division, at its discretion, may designate an alternate invoice submission process. A change in the invoice process shall be accomplished via a written notice to the Contractor by the CDPH/WIC Division and shall not require an amendment to this agreement.

E. Invoices shall:

1) Be prepared on the Invoice Workbook provided by the CDPH/WIC Division and accompany any/all required fiscal documentation.

2) Invoices must be submitted to the CDPH/WIC Division electronically only. Hard copies are not required.

3) Identify the billing and/or performance period covered by the invoice.

4) Itemize costs for the billing period in the same or greater level of detail as indicated in this agreement. Subject to the terms of this Agreement, reimbursement may only be sought for those costs and/or cost categories expressly identified as allowable in this Agreement and approved by the CDPH/WIC Division.

F. Amounts Payable

The amounts payable under this Agreement shall not exceed:

$ 41,727,837.00 for the budget period of 10/01/2022 through 09/30/2025.

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 CDPH/WIC Division shall have no liability to pay any funds whatsoever to the Contractor or to furnish any other considerations under this Agreement and the 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 CDPH/WIC Division shall have the option to either cancel this Agreement with no liability occurring to the CDPH/WIC Division or offer an Agreement Amendment to the Contractor to reflect the reduced amount.

Exhibit B
Budget Detail and Payment Provisions

3. Prompt Payment Clause

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

4. Timely Submission of Final Invoice

A. Final undisputed invoice(s) shall be submitted for payment no more than 45 calendar days following the expiration or termination date of this Agreement, unless a later or alternate deadline is agreed upon in writing by the CDPH/WIC Division. Said invoice(s) should be clearly marked "Final Invoice", indicating that all payment obligations of the CDPH/WIC Division under this Agreement have ceased and that no further payments are due or outstanding. The CDPH/WIC Division may, at its discretion, choose not to honor any delinquent final invoice if the Contractor fails to obtain prior written approval from the CDPH/WIC Division of an alternate final invoice submission deadline.

B. The Contractor is hereby advised of its obligation to submit to the CDPH/WIC Division, with the final invoice, a completed copy of the **"Contractor's Release (Exhibit H)"** at the end of the Contract Term.

5. Allowable Line-Item Shifts

A. Subject to the prior review and approval of the CDPH/WIC Division, line-item shifts of up to fifteen percent (15%) of the annual contract total, not to exceed a maximum of one hundred thousand ($100,000) annually are allowed, so long as the annual agreement total neither increases nor decreases.

B. The one hundred thousand ($100,000) maximum limit shall be assessed annually and automatically adjusted by the CDPH/WIC Division in accordance with cost-of-living indexes. Said adjustments shall not require a formal Agreement Amendment. The CDPH/WIC Division shall annually inform the Contractor in writing of the adjusted maximum.

C. Line-item shifts meeting these criteria shall not require a formal Agreement Amendment.

D. The Contractor shall adhere to CDPH/WIC Division requirements regarding the process requesting approval to line-item shifts.

E. Line-item shifts may be proposed/requested by either the CDPH/WIC Division or the Contractor.

6. Expense Allowability/Fiscal Documentation

A. Invoices, received from the Contractor and accepted for payment by the CDPH/WIC Division, shall not be deemed evidence of allowable agreement costs.

B. The Contractor shall maintain for review and audit, and supply to the CDPH/WIC Division 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 CDPH/WIC Division because the invoice detail, fiscal records, or back-up documentation is non-existent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed, and payment may be withheld by the CDPH/WIC Division. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.

Exhibit B
Budget Detail and Payment Provisions

7. Recovery of Overpayments

A. The 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 CDPH/WIC Division by one of the following options:

1) The Contractor's remittance to the CDPH/WIC Division of the full amount of the audit exception within 30 days following the CDPH/WIC Division's request for repayment;

2) A repayment schedule which is agreeable to both the CDPH/WIC Division and the Contractor.

B. The CDPH/WIC Division reserves the right to select which option, as indicated above in paragraph A, will be employed and the Contractor will be notified by the CDPH/WIC Division, in writing, of the claim procedure to be utilized.

C. Interest on the unpaid balance of the audit finding or debt will accrue at a rate equal to the monthly average of the rate received on investments in the Pooled Money Investment Fund commencing on the date that an audit or examination finding is mailed to the Contractor, beginning 30 days after the Contractor's receipt of the CDPH/WIC Division's demand for repayment.

D. 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, the Contractor shall repay, to the CDPH/WIC Division, the over-claimed or disallowed expenses, plus accrued interest. Interest accrues from the Contractor's first receipt of the CDPH/WIC Division's notice requesting reimbursement of questioned audit costs or disallowed expenses.

8. Travel and Per Diem Reimbursement

Any reimbursement for necessary travel and per diem shall, unless otherwise specified in this Agreement, be at the rates currently in effect, as established by the California Department of Human Resources (CalHR). If the CalHR rates change during the term of the Agreement, the new rates shall apply upon their effective date and no amendment to this Agreement shall be necessary. No travel outside the state of California shall be reimbursed without prior written authorization from the CDPH/WIC Division. See CalHR website: http://www.calhr.ca.gov/employees/Pages/travel-reimbursements.aspx.

9. Additional Invoicing Requirements

A. The Contractor shall request reimbursement using an Invoice Workbook provided by the CDPH/WIC Division for allowable WIC Program costs incurred. Invoices submitted in any other form will not be accepted.

B. The Contractor shall document its Nutrition Services Administration (NSA) operating expenses for each billing period on the NSA Operating Expenses Workbook provided by the CDPH/WIC Division.

C. Invoices shall be signed by the Contractor's preparer of the invoice, and the Agency Director or its authorized designee. A Designee Letter signed by the Agency Director on the Contractor's letterhead, shall be submitted to the CDPH/WIC Division to identify and authorize the designee. The designee shall not be the preparer of the invoice.

Exhibit B
Budget Detail and Payment Provisions

D. The Contractor shall submit one (1) electronic invoice on a bi-weekly, monthly or quarterly basis. Once the frequency of submission is established, the frequency may not change unless an alternate period has been requested, and written approval is provided by the CDPH/WIC Division.

E. Invoices shall be submitted for payment no more than 45 calendar days following the close of each billing period.

F. The Contractor shall submit the following with each invoice packet:

1) The signed completed invoice

2) The corresponding NSA Operating Expenses Worksheet

3) The NSA Operating Expenses Master Summary Worksheet

G. The CDPH/WIC Division reserves the right to deny, disallow, or claim-cut any charges for non-compliance on any outstanding invoice. If payment of an invoice is denied, the invoice packet will be returned to the Contractor, along with a Dispute Notification. The Contractor shall return the corrected invoice packet to the CDPH/WIC Division within five (5) business days. Upon receipt of a corrected invoice packet, the CDPH/WIC Division has 45 days from the date of receipt to review and process for payment.

H. Year-End Requirements:

1) If applicable, the Contractor shall submit a complete and accurate list of Unliquidated Obligations (ULOs) following the end of each FFY of this Agreement by November 15th, using the ULO Worksheet provided by the CDPH/WIC Division. All obligations must be liquidated and request for reimbursement included on the final Year-End Supplemental Invoice.

2) If applicable, the Contractor shall submit a final Year-End Supplemental Invoice no later than December 1st, following the end of each FFY of this Agreement. The CDPH/WIC Division may, at its discretion, choose not to honor requests for an extension to the deadline for the final Year-End Supplemental Invoice.

3) Farmers' Market Nutrition Program (FMNP) Expenses: Contractors receiving FMNP funds are required to bill for FMNP expenses by the end of each FFY of this Agreement. Refer to the FMNP Allowable Costs: https://www.fns.usda.gov/fmnp/wic-and-wic-fmnp-cost-allocation.

4) The Contractor shall submit a completed copy of the RAE packet no later than December 15th, following the end of each FFY of this Agreement, using the RAE Workbook provided by the CDPH/WIC Division. The Contractor shall refer to the Exhibit A, Scope of Work, Provision 8.13 for more details on the RAE requirements.

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	Maximum Base Annual Salary	Year 1 10/1/2022 - 9/30/2023 FTE	Year 1 Budgeted Amount	Year 2 10/1/2023 - 9/30/2024 FTE	Year 2 Budgeted Amount	Year 3 10/1/2024 - 9/30/2025 FTE	Year 3 Budgeted Amount	Total
Accountant I	2, 3,12-15		40,331	54,122	0.20	10,506	0.10	5,253	0.10	5,253	21,012
Administrative Supervisor ②	2, 3,7,8,11-15,17,18,22		67,246	92,664	0.70	60,472	0.70	60,472	0.70	60,472	181,416
IT Support	8,12,18,20,21		45,510	92,664	1.10	75,075	1.10	75,075	1.10	75,075	225,225
Business Systems Analyst III ②	8,12,18,20,21		79,830	109,928	0.40	46,498	0.40	46,498	0.40	46,498	139,494
Fiscal Specialist ②	2, 3, 16-18		36,566	50,232	1.00	45,840	1.00	45,840	1.00	45,840	137,520
Health Education Assistant / Local Vendor Liaison ②	1-3, 5-10, 12	1-5, 6	44,450	61,173	2.00	121,626	2.00	121,626	2.00	121,626	364,878
Local Vendor Liaison / Outreach Coordinator	1-3, 6-10, 12	4-6	47,861	65,790	1.00	57,821	1.00	57,821	1.00	57,821	173,463
WIC Nutrition Assistant ① ②	1-3, 8-10, 12	1-5	31,990	42,390	71.00	3,264,174	71.00	3,264,174	71.00	3,264,174	9,792,522
Site Lead ① ②	1-3, 7-10, 12	1-5	32,989	44,450	8.00	406,842	8.00	406,842	8.00	406,842	1,220,526
Nutritionist ①	1-3, 5-10, 12	1-5	53,082	74,776	9.00	565,083	9.00	565,083	9.00	565,083	1,695,249
Nutrition Education Coordinator	1-3, 5-10, 12	1-7	53,082	74,776	1.00	62,402	1.00	62,402	1.00	62,402	187,206
Training Coordinator	1-3, 5-10, 12	1-7	53,082	74,776	1.00	62,402	1.00	62,402	1.00	62,402	187,206
Regional Breastfeeding Liaison	1-3, 5-10, 12	4, 5, 10	51,522	70,699	1.00	64,626	1.00	64,626	1.00	64,626	193,878
Breastfeeding Coordinator	1-3, 5-10, 12	1-5, 7, 10	51,522	70,699	1.00	64,626	1.00	64,626	1.00	64,626	193,878
Call Center Support ①	1-3, 8, 9, 12	4, 5	31,990	42,390	6.00	243,498	6.00	243,498	6.00	243,498	730,494
Office Assistant III ②	2, 3, 6, 8, 9,12,17	3-5	33,613	46,155	1.00	46,206	1.00	46,206	1.00	46,206	138,618
WIC Director ②	1-22	4, 5	86,008	118,498	1.00	128,432	1.00	128,432	1.00	128,432	385,296
Program Specialist	2, 3, 6, 8, 9, 12		56,826	78,042	0.50	36,256	0.50	36,256	0.50	36,256	108,768
Program Coordinator	1-22	4-7	72,405	99,653	2.00	191,561	2.00	191,561	2.00	191,561	574,683
Administrative Assistant	1-3, 8, 9, 12, 20	4	36,566	50,232	1.00	48,139	1.00	48,139	1.00	48,139	144,417
Warehouse Support	2, 3, 8, 9, 12	3	31,595	47,570	0.80	31,875	0.80	31,875	0.80	31,875	95,625
Site Supervisor ① ②	1-3, 7, 8-10, 12, 22	1-5	34,882	47,882	9.00	465,778	9.00	465,778	9.00	465,778	1,397,334
Supervising Nutritionist ②	1-12, 18, 20, 22	1-5, 7	58,136	79,914	4.00	329,738	4.00	329,738	4.00	329,738	989,214
Call Center Supervisor ① ②	1-3, 7-9, 12, 22	4, 5	38,397	52,832	1.00	55,360	1.00	55,360	1.00	55,360	166,080
Media Specialist	2, 6, 12	5	54,059	78,042	0.20	13,157	0.20	13,157	0.20	13,157	39,471
Data Analyst	3, 9, 12		62,130	85,426	0.50	36,305	0.50	36,305	0.50	36,305	108,915
Public Service Employee ①	1-3, 8, 9, 12	1-5	16,892	25,439	2.00	33,786	2.00	33,786	2.00	33,786	101,358
Special Projects Support ①	1-3, 8, 9, 12	4, 5	31,990	42,390	1.00	40,005	1.00	40,005	1.00	40,005	120,015
Accountant II	2, 3,12-15		52,028	72,446	0.20	10,507	0.30	15,760	0.30	15,760	42,027
											-
											-
											-
Overtime ③	1-3, 8-10, 12	1-5, 6				10,000		10,000		10,000	30,000
Salaries and Wages						6,628,596		6,628,596		6,628,596	19,885,788
Total FTE					128.60		128.60		128.60		
Fringe Benefits ④					Percent	Budgeted Amount	Percent	Budgeted Amount	Percent	Budgeted Amount	Total
					50.59000%	3,353,406	50.59000%	3,353,406	50.59000%	3,353,406	10,060,218
TOTAL PERSONNEL (paid by State WIC contract)						**9,982,002**		**9,982,002**		**9,982,002**	**29,946,006**
Total In-Kind for Personnel ⑫											-
OPERATING	Exhibit A, SOW 8	Exhibit A, Attach I				Budgeted Amount		Budgeted Amount		Budgeted Amount	Total
General Expenses ⑤	5-7,17-21,23	1-10				531,736		468,892		439,672	1,440,300
Travel ⑥	8	1-10				29,614		29,614		29,614	88,842
Training	4,5,7,17,21,23	1-10				20,520		18,720		18,720	57,960
Outreach/Media/Promotion	17	1-10				10,357		10,357		10,357	31,071
Facility Costs (see Exhibit B, Attach II for breakdown) ⑦	11,23	1-10				1,672,092		1,700,736		1,729,956	5,102,784
TOTAL OPERATING (paid by State WIC contract)						**2,264,319**		**2,228,319**		**2,228,319**	**6,720,957**
Total In-Kind for Operating ⑫											-
CAPITAL EXPENDITURES ⑧ (Unit Cost of $5,000 or More)	Exhibit A, SOW 8	Exhibit A, Attach I				Budgeted Amount		Budgeted Amount		Budgeted Amount	Total
Equipment ⑨	6,17,18,20,21	1-10									-
Vehicles ⑩	8,17-19	1-10									-
TOTAL CAPITAL EXPENDITURES (paid by State WIC contract)						-		-		-	-
Total In-Kind for Capital Expenditures ⑫											-
OTHER COSTS ⑪	Exhibit A, SOW 8	Exhibit A, Attach I				Budgeted Amount		Budgeted Amount		Budgeted Amount	Total
											-
											-
											-
TOTAL OTHER COSTS (paid by State WIC contract)						-		-		-	-
Total In-Kind for Other Costs ⑫											-
INDIRECT					Percent	Budgeted Amount	Percent	Budgeted Amount	Percent	Budgeted Amount	Total
Total Personnel Costs					16.90000%	1,686,958	16.90000%	1,686,958	16.90000%	1,686,958	5,060,874
TOTAL INDIRECT (paid by State WIC contract)						**1,686,958**		**1,686,958**		**1,686,958**	**5,060,874**
Total In-Kind for Indirect ⑫											-
TOTAL BUDGET (paid by State WIC contract)						**$ 13,933,279**		**$ 13,897,279**		**$ 13,897,279**	**$ 41,727,837**
Total In-Kind for All Budget Line-Items ⑫						**$ -**		**$ -**		**$ -**	**-**

	Year 1	Year 2	Year 3
Contract Year:			
Contract Amount:	**$ 13,933,279**	**$ 13,897,279**	**$ 13,897,279**
Funding Changes:	**$ -**	**$ -**	**$ -**
Checks/Balances:	**$ -**	**$ -**	**$ -**

*All costs will be reviewed by CDPH for approval

① Bilingual - Positions that receive Bilingual pay may show a higher budgeted amount. Justification and back-up documentation will be kept on file.

② Additional Pay (i.e., Longevity, Retention, Differential, COLA) - Positions that receive one or more of these additional compensations may show a higher budgeted amount. Justification and back-up documentation will be kept on file.

③ Overtime - Requires justification if amount does not seem reasonable. Justification will be kept on file.

④ Fringe Benefits - Justification and back-up documentation will be kept on file for any fringe benefit rate that exceeds 50%.

⑤ General Expenses - Includes minor equipment (i.e., office furniture, IT equipment, anthropometric items), professional certifications, audit costs, vehicle maintenance, IT maintenance, program materials, office expenses, etc.

⑥ Travel - All costs reimbursed shall be in accordance with CalHR rates.

⑦ Facility Costs - Includes rent, utilities, janitorial, security, and maintenance.

⑧ Capital Expenditures - Unit cost must be $5,000 or more. Refer to Exhibit D, Provision 1 for procurement rules.

⑨ Equipment - Include telephone systems, information technology equipment, photocopy machines, etc.

⑩ Vehicles - Will be used for facility site visits, conferences, trainings, and outreach.

⑪ Other Costs - List the subcontractor's name and brief description of services provided.

⑫ In-Kind - Funds provided by the Parent Agency to cover WIC Program costs not included in the WIC Budget.

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

Total Facility Costs:				Year 1 Total		Year 2 Total		Year 3 Total
$ 5,102,784				$ 1,672,092		$ 1,700,736		$ 1,729,956
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 Site Cost Per Year	Total Cost of Site Per Month	Total Site Cost Per Year	Total Cost of Site Per Month	Total Site Cost Per Year
2035 N D St, San Bernardino, CA 92405	Clinic Site	4000	8,518	102,216	8,687	104,244	8,860	106,320
9507 Arrow Rte, Bdg 7 Ste A Rancho Cucamonga, 91730	Clinic Site	3700	8,235	98,820	8,399	100,788	8,566	102,792
850 E Foothill Blvd Rialto, 92376	Clinic Site	3614	6,120	73,440	6,241	74,892	6,365	76,380
6527 Desert Queen Ave., Twentynine Palms, 92277	Clinic Site	3214	5,254	63,048	5,311	63,732	5,370	64,440
1505 South D Street, San Bernardino, 92415	Administrative Site	9374	19,043	228,516	19,424	233,088	19,812	237,744
1515 N Riverside Ave, Rialto	Clinic Site	2769	10,002	120,024	10,112	121,344	10,224	122,688
606 E Mill Street. San Bernardino 92408	Clinic Site	4173	11,150	133,800	11,338	136,056	11,530	138,360
15247 11th St, Ste. 700, Victorville, 92395	Clinic Site	3903	8,766	105,192	8,939	107,268	9,117	109,404
1140 E.Cooley Drive, Colton, 92324	Storage	825	182	2,184	186	2,232	189	2,268
800 E.Lugonia Ave., Suite K, Redlands 92374	Clinic Site	3000	5,750	69,000	5,844	70,128	5,940	71,280
322 S. Waterman Ave., San Bernardino, 92408	Storage	1910	869	10,428	886	10,632	904	10,848
1535 E. Highland Ave., San Bernardino, 92404	Clinic Site	3313	8,481	101,772	8,640	103,680	8,802	105,624
9161 Sierra Ave., Suite 104, Fontana, 92335	Clinic Site	5793	15,774	189,288	16,088	193,056	16,408	196,896
56357 Pima Trail, Yucca Valley, 92284	Clinic Site	776	1,743	20,916	1,778	21,336	1,813	21,756
150 E. Holt Blvd., Ontario 91761	Clinic Site	4828	12,567	150,804	12,753	153,036	12,942	155,304
301 East Mountain View Ave., Suite A, Barstow, 92311	Clinic Site	1493	796	9,552	796	9,552	796	9,552
290 E. "O" Street, Colton, 92324	Clinic Site	2000	4,761	57,132	4,761	57,132	4,761	57,132
Bldg. 1317, Inner Loop & Goldstone, Room 9, Ft. Irwin, 92310	Clinic Site	1225	-	-	-	-	-	-
14135 Main Street, Hesperia, 92345	Clinic Site	4646	11,330	135,960	11,545	138,540	11,764	141,168

General Terms and Conditions (GTC 04/2017)

EXHIBIT C

1. APPROVAL: This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.

2. AMENDMENT: No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.

3. ASSIGNMENT: This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.

4. AUDIT: Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).

5. INDEMNIFICATION: Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.

6. DISPUTES: Contractor shall continue with the responsibilities under this Agreement during any dispute.

7. TERMINATION FOR CAUSE: The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. INDEPENDENT CONTRACTOR*:* Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.

9. RECYCLING CERTIFICATION: The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage 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 the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).

10. NON-DISCRIMINATION CLAUSE: During the performance of this Agreement, Contractor and its subcontractor*s* shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provision*s* of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractor*s* shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

    Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. CERTIFICATION CLAUSES: The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.

12. TIMELINESS: Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.

15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.

    a. The Government Code Chapter on Antitrust claims contains the following definitions:

        1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.

        2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.

    b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.

    c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.

    d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. CHILD SUPPORT COMPLIANCE ACT: For any Agreement in excess of $100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:

    a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and

    b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

17. UNENFORCEABLE PROVISION: In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.

18. PRIORITY HIRING CONSIDERATIONS: If this Contract includes services in excess of $200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.

19. SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:

    a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)

    b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. LOSS LEADER: If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a “loss leader” as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

Exhibit D
Special Terms and Conditions
(Rev 6/16)

(For Cooperative Agreement in accordance with HSC 38070)

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.

Index of Special Terms and Conditions

1. Procurement Rules	11. Officials Not to Benefit
2. Equipment Ownership / Inventory / Disposition	12. Prohibited Use of State Funds for Software
3. Subcontract Requirements	13. Contract Uniformity (Fringe Benefit Allowability)
4. Income Restrictions	14. Cancellation
5. Site Inspection	
6. Intellectual Property Rights	
7. Prior Approval of Training Seminars, Workshops or Conferences	
8. Confidentiality of Information	
9. Documents, Publications, and Written Reports	
10. Dispute Resolution Process	

Exhibit D
Special Terms and Conditions

1. Procurement Rules

(Applicable to all agreements 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 **$5,000 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 $5,000** 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.

Exhibit D
Special Terms and Conditions

(3) Nonprofit organizations and commercial businesses, shall use a procurement system that meets the following standards:

(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** $5,000 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), 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.

Exhibit D
Special Terms and Conditions

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 funds)

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 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.

Exhibit D
Special Terms and Conditions

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 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.

Exhibit D
Special Terms and Conditions

(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 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.

Exhibit D
Special Terms and Conditions

(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 $5,000 for any artices, 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.

(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 $5,000 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

a. Ownership

(1) Except as set forth below and 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. Notwithstanding the foregoing or any other language in this Agreement, Contractor and not CDPH shall own Intellectual Property relating to any clinical lab test or lab assay that is made, conceived, derived from or reduced to practice by contractor, regardless of whether it results directly /indirectly from this Agreement ("Clinical Tests or Assays")

Exhibit D
Special Terms and Conditions

(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 other than Clinical Tests or Lab Assays 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.

(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.

d. 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.

e. 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.

(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.

f. 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.

(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.

g. 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.

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, 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.)

Exhibit D
Special Terms and Conditions

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 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.

Exhibit D
Special Terms and Conditions

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.

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.

Exhibit D
Special Terms and Conditions

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 cancellation or termination, 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.

Exhibit E
Additional Provisions

1. Additional Incorporated Documents

The following documents and any subsequent updates are not attached to this Agreement but are hereby incorporated and made a part of this Agreement by reference. These documents may be updated periodically by their respective authors, including the Federal Government, the California Legislature, or the California Department of Public Health Women, Infants and Children (CDPH/WIC) Division. The CDPH/WIC Division shall provide the Contractor with copies of said documents and any periodic updates thereto under separate cover. The CDPH/WIC Division will maintain on file all documents referenced herein and any subsequent updates.

A. The following applicable Federal statutes and regulations:

1) WIC Program statutes contained in the United States Code (U.S.C.), Title 42, Chapter 13A, Section 1786 [https://www.govinfo.gov/content/pkg/USCODE-2019-title42/pdf/USCODE-2019-title42-chap13A-sec1786.pdf], and the regulations contained in the Title 7, Code of Federal Regulations (CFR), Part 246 as authorized in Section 17 of the Child Nutrition Act (CNA) of 1966 [https://www.ecfr.gov/current/title-7/subtitle-B/chapter-II/subchapter-A/part-246?toc=1].

2) Farmers' Market Nutrition Program (FMNP) statutes contained in the U.S.C., Title 42, Chapter 13A, Section 1786 (m) [https://www.govinfo.gov/content/pkg/USCODE-2019-title42/pdf/USCODE-2019-title42-chap13A-sec1786.pdf], and the regulations contained in the Title 7, CFR, Part 248 [https://www.ecfr.gov/current/title-7/subtitle-B/chapter-II/subchapter-A/part-248], as authorized in the WIC Farmers Market Nutrition Act of 1992 (Public Law 102-314).

3) US Department of Agriculture (USDA), Food and Nutrition Services (FNS) memos and policy documents [https://www.fns.usda.gov/wic/policy].

4) Office of Management and Budget (OMB), Title 2, CFR, Subtitle A, Chapter II, Parts 200 and 400, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (2 CFR Parts 200 and 400). Part 400 adopts and gives regulatory effect to the OMB guidance in part 200 for purposes of USDA grants and agreements [https://www.ecfr.gov/current/title-2/subtitle-A/chapter-II/part-200?toc=1 & https://www.ecfr.gov/current/title-2/subtitle-B/chapter-IV/part-400].

B. The following applicable State laws and regulations:

1) WIC Program State statutes contained in the California Health and Safety Code (HSC), Division 106, Part 2, Article 2, Sections 123275 – 123355 [https://leginfo.legislature.ca.gov/faces/codes_displayText.xhtml?lawCode=HSC&division=106.&title=&part=2.&chapter=1.&article=2], and WIC Program regulations contained in the California Code of Regulations (CCR), Title 22, Division 2, Subdivision 6, Chapter 6, Articles 1-12 [https://govt.westlaw.com/calregs/Browse/Home/California/CaliforniaCodeofRegulations?guid=IFFBC5590D4B711DE8879F88E8B0DAAAE&originationContext=documenttoc&transitionType=Default&contextData=(sc.Default)&bhcp=1].

2) FMNP State statutes contained in HSC, Division 106, Part 2, Article 2, Section 123279 [https://law.justia.com/codes/california/2020/code-hsc/division-106/part-2/chapter-1/article-2/section-123279/]; and the regulations contained in the Title 7, CFR, Part 248 [https://www.ecfr.gov/current/title-7/subtitle-B/chapter-II/subchapter-A/part-248], as authorized in the WIC Farmers Market Nutrition Act of 1992 (Public Law 102-314).

3) Lactation Accommodation law contained in the California Labor Code (LAB), Division 2, Part 3, Chapter 3.8, Sections 1030-1033 [http://leginfo.legislature.ca.gov/faces/codes.xhtml].

Exhibit E
Additional Provisions

C. The following applicable CDPH/WIC Division administrative rules, policies, and procedures:

1) The WIC Policy and Procedure Manual (WPPM) located on the CDPH/WIC Local Agency SharePoint Site under Policy [https://partners.cdph.ca.gov/sites/LASS/]. All updates issued as of the effective date of this Agreement, and any subsequent updates. This manual will be updated periodically by the CDPH/WIC Division, as required by program and/or Federal directives.

2) Any written directive(s) and/or instruction(s) issued by the CDPH/WIC Division to the Contractor (e.g., a revision to the WPPM which may be conveyed via a WIC Information Notice and/or a WIC Director Call and its minutes).

3) The Graphic Standards Manual (GSM) for the WIC Program, located on the CDPH/WIC Local Agency SharePoint Site under Outreach [https://partners.cdph.ca.gov/sites/LASS/]. The GSM contains information about the rules and formatting for reproducing the WIC logo and tagline.

4) All documents submitted with the completed Contract Application.

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) 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 - The Contractor shall provide to the CDPH within five (5) business days following receipt by the Contractor a copy of any cancellation or non-renewal of insurance required by this Contract. In the event the 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 - The 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 the 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.

7) Inadequate Insurance - Inadequate or lack of insurance does not negate the Contractor’s obligations under the Agreement.

8) Use of Subcontractors - In the case of the Contractor’s utilization of Subcontractors to complete the contracted scope of work, the Contractor shall include all Subcontractors as insured under the Contractor’s insurance or supply evidence of the Subcontractor’s insurance to the CDPH equal to policies, coverages, and limits required of the Contractor.

Exhibit E
Additional Provisions

B. Insurance Coverage Requirements

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

1) Commercial General Liability - The 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 the Contractor's limit of liability. The policy shall be endorsed to include, "The State of California, its officers, agents, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

2) Automobile Liability (when required) - The 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, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." 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) - The 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.

4) Professional Liability (when required) - The 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) - The Contractor shall maintain pollution liability for limits not less than $1,000,000 per claim covering the 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, employees, and servants as additional insured, but only insofar as the operations under this Agreement are concerned." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

6) Aircraft Liability (when required) - The 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, employees and servants as additional insured, but only insofar as the operations under this Agreement." This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management.

Exhibit E
Additional Provisions

3. Avoidance of Conflicts of Interest by the Contractor

A. The CDPH/WIC Division intends to avoid any real or apparent conflict of interest on the part of the Contractor, subcontractors, or employees, officers and directors of the Contractor or subcontractors. Thus, the CDPH/WIC Division reserves the right to determine, at its sole discretion, whether any information, assertion, or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Contractor to submit additional information or a plan for resolving the conflict, subject to the CDPH/WIC Division review and prior approval. The CDPH/WIC Division's policy for conflicts of interest, with which the Contractor must comply, is specified in WPPM 150-10.

B. Conflicts of interest include, but are not limited to:

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

2) An instance where the Contractor's or any subcontractor's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

C. If the CDPH/WIC Division is or becomes aware of a known or suspected conflict of interest, the Contractor will be given an opportunity to submit additional information or to resolve the conflict. A Contractor with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by the CDPH/WIC Division to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by the CDPH/WIC Division and cannot be resolved to the satisfaction of the CDPH/WIC Division, the conflict will be grounds for terminating the contract. The CDPH/WIC Division may, at its discretion upon receipt of a written request from the Contractor, authorize an extension of the timeline indicated herein.

D. Any costs (including legal costs) incurred as a result of a conflict of interest determined by the court or by the State shall be the responsibility of the Contractor.

4. Civil Rights Assurance

A. The Contractor hereby agrees that all applicants and participants shall be served equally, and shall not be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under the WIC Program based on race, color, national origin, sex, age, disability, or reprisal or retaliation for prior civil rights activity.

B. The Contractor must take all measures necessary to comply with the following laws, regulations, and directives: Title VI of the Civil Rights Act of 1964; Title IX of the Education Amendments of 1972; Section 504 of the Rehabilitation Act of 1973; the Age Discrimination Act of 1975; Titles II and III of the Americans with Disabilities Act of 1990, as amended by the ADA Amendment Act of 2008 and implemented by Department of Justice regulations at 28 Code of Federal Regulations parts 35 and 36; Executive Order 13166; all provisions required by USDA's implementing regulations in 7 Code of Federal Regulations part 15 et seq; the California Fair Employment and Housing Act; 7 Code of Federal Regulations part 246.8; all FNS directives, policy memoranda, and guidelines regarding civil rights and nondiscrimination; and the WPPM 510-10.

Exhibit E
Additional Provisions

C. The Contractor must notify applicants and participants that:

1) Persons with disabilities who require alternative means for communication of program information (e.g., Braille, large print, audiotape, American Sign Language, etc.) should contact the Agency (State or local) where they applied for benefits.

2) Individuals who are deaf, hard of hearing, or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339.

3) Program information may be made available in languages other than English.

D. The Contractor must notify applicants and participants of how to file a complaint of discrimination. To file a discrimination complaint, the applicant or participant should complete the USDA Program Discrimination Complaint Form, AD-3027, found online at https://www.ascr.usda.gov/filing-program-discrimination-complaint-usda-customer and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, the applicant or participant should call (866) 632-9992. Completed forms or letters should be submitted to USDA by:

1) Mail: U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights, 1400 Independence Avenue, SW, Washington D.C. 20250-9410

2) Fax: (202) 690-7442

3) Email: program.intake@usda.gov

E. By signing this Agreement, the Contractor accepts this Civil Rights Assurance and agrees to compile data, maintain records, and submit reports, as required, to permit effective enforcement of non-discrimination laws, regulations, policies, instructions, and guidelines. During hours of program operation, the Contractor agrees to permit authorized USDA personnel to review such records, books, and accounts as needed to ascertain compliance.

F. If there are any violations of this assurance, USDA has the right to seek enforcement of this assurance. This assurance is binding on the Contractor, its successors, transferees, and assignees, as long as they receive assistance or retain possession of any financial assistance from USDA. The person or persons whose signatures appear on the face of this Agreement are authorized to bind the Contractor to the terms of the Agreement, including this assurance.

5. Independent Research

A. The Contractor shall submit a request for and receive written approval from the CDPH/WIC Division prior to conducting independent research or collaborating with an outside party, including a university or research institution, to conduct independent research collecting or using data from the CDPH/WIC Division (including WIC WISE and WRAD), WIC staff or participants. Independent Research includes research as well as the drafting or creation of articles, reports, and/or materials that are not necessary for the performance of the Agreement. Independent research is produced by the Contractor, subcontractor and/or outside entity using data from WIC that has been obtained directly from WIC participants, WIC staff, and/or WIC vendors through a variety of means including but not limited to surveys, focus groups, and interviews or indirectly using the CDPH/WIC Division authorized management information system, regardless of the funding source.

B. The Contractor's research request must be approved in writing by the CDPH/WIC Division and all presentations and publications based on that research must be reviewed by the CDPH/WIC Division prior to publication, presentation, or distribution.

C. Paragraphs A. and B. of this provision address research studies conducted independently of the CDPH/WIC Division, and not potential research projects solicited and administered by the CDPH/WIC Division.

D. The Contractor agrees that if WIC funds are used to perform the research, then the CDPH/WIC Division is the sole owner of the data that on which the research is based. All publications and presentations that are developed using the results from this research must be approved by the CDPH/WIC Division prior to the publication and/or presentation of those results. Refer to Exhibit D, Provision 6 for information regarding Intellectual Property Rights.

E. The Contractor shall be responsible for ensuring that any independent research or collaboration comply with the confidentiality provisions and requirements set forth in federal regulations (7 CFR, Part 246.26) and Exhibit G of this Agreement.

6. Special Projects

A. Contractor Requirements

1) Prior to initiating a special project, the Contractor must submit a written request for approval, as described in Provision 6.B., to the assigned Nutrition Consultant.

2) The Contractor shall not use WIC funds for, or incur WIC Program costs related to, a special project unless and until the Contractor receives written approval for the special project from the CDPH/WIC Division.

3) If the Contractor or its subcontractor(s) are currently administering a special project that has not been approved in writing by the CDPH/WIC Division, the Contractor must immediately submit a written request for approval, as described in Provision 6.B. The CDPH/WIC Division reserves the right, in its sole discretion, to require the Contractor or its subcontractor(s) tocease any and all actions or activities associated with a special project if the Contractor initiated the special project prior to receiving written approval from the CDPH/WIC Division, as described within this provision.

4) If there is any uncertainty on the part of the Contractor as to whether an activity, program, initiative, or task involving WIC funds, staff, participants, or applicants is a special project, the Contractor must immediately contact the assigned Nutrition Consultant for such a determination prior to beginning or continuing the activity, program, initiative, or task.

5) The Contractor shall be liable for any WIC funds or WIC Program costs associated with a special project that was not approved in writing by the CDPH/WIC Division, as described in this provision.

B. Written Requests for Approval

1) When seeking approval for a special project, the Contractor’s written request must include:

a. A project proposal briefly describing the special project, including the proposed purpose, scope, duration, and estimated cost; and

b. If applicable, the associated Request for Proposals (RFP); and

c. If applicable, any drafts of instructions, agreements, or public-facing communications or materials associated with the special project.

Exhibit E
Additional Provisions

2) The written request may also include other materials that are relevant to the special project, as determined by the Contractor.

3) The CDPH/WIC Division may require that the Contractor provide additional documentation as needed to process the request.

4) The CDPH/WIC Division shall issue its decision as to whether to approve the Contractor's request in writing. Any oral communications about a special project between the parties or their staff shall not be binding and shall not constitute approval of a special project.

C. Written Materials Related to Special Projects

The Contractor must provide all written documents, reports, presentations, and publications based on, related to, or arising from a special project to the assigned Nutrition Consultant for review and approval prior to sharing, disseminating, or distributing such materials to any persons or entities other than the parties to this Agreement.

D. Allowable Program Costs

The Contractor agrees that any WIC funds expended for purposes of a special project must be for costs that are allowable pursuant to 7 CFR,Part 246.14 (and the authorities cited therein), any guidance or directives from USDA, the WPPM 1000-05 and the Allowable Cost Table, located on the CDPH/WIC Local Agency SharePoint Site under Contract Administration/Resources [https://partners.cdph.ca.gov/sites/LASS].

E. WIC Confidentiality

The Contractor shall be responsible for ensuring that any special projects, including community collaborations, comply with the confidentiality provisions and requirements set forth in federal regulations (7 CFR,Part 246.26) and Exhibit G of this Agreement.

Federal Terms and Conditions

(For federally funded Cooperative Agreements)

The use of headings or titles throughout this exhibit is for convenience only and shall not be used to interpret or to govern the meaning of any specific term or condition.

The terms "Contractor" and "Subcontractor" shall also mean, “agreement”, "contract", “contract agreement”, "Contractor" and "Subcontractor" respectively.

The terms “California Department of Public Health” and “CDPH” shall have the same meaning and refer to the California State agency that is a party to this Agreement.

This exhibit contains provisions that require strict adherence to various contracting laws and policies.

Index of Special Terms and Conditions

1. Federal Contract Funds
2. Federal Equal Employment Opportunity Requirements
3. Debarment and Suspension Certification
4. Covenant Against Contingent Fees
5. Lobbying Restrictions and Disclosure Certification
6. Additional Restrictions

1. Federal Contract Funds

Applicable only to that portion of an agreement funded in part or whole with federal funds.

a. It is mutually understood between the parties that this Agreement may have been written before ascertaining the availability of congressional appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Agreement were executed after that determination was made.

b. This agreement is valid and enforceable only if sufficient funds are made available to the State by the United States Government for the fiscal years covered by the term of this Agreement. In addition, this Agreement is subject to any additional restrictions, limitations, or conditions enacted by the Congress or any statute enacted by the Congress which may affect the provisions, terms or funding of this Agreement in any manner.

c. It is mutually agreed that if the Congress does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

d. CDPH has the option to invalidate or cancel the Agreement with 30-days advance written notice or to amend the Agreement to reflect any reduction in funds.

2. Federal Equal Opportunity Requirements

Applicable to all federally funded agreements entered into by the California Department of Public Health (CDPH).

a. The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. The Contractor will take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era. Such action shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and career development opportunities and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Federal Government or CDPH, setting forth the provisions of the Equal Opportunity clause, Section 503 of the Rehabilitation Act of 1973 and the affirmative action clause required by the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212). Such notices shall state the Contractor's obligation under the law to take affirmative action to employ and advance in employment qualified applicants without discrimination based on their race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era and the rights of applicants and employees.

b. The Contractor will, in all solicitations or advancements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin physical or mental handicap, disability, age or status as a disabled veteran or veteran of the Vietnam era.

c. The Contractor will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding a notice, to be provided by the Federal Government or the State, advising the labor union or workers' representative of the Contractor's commitments under the provisions herein and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

d. The Contractor will comply with all provisions of and furnish all information and reports required by Section 503 of the Rehabilitation Act of 1973, as amended, the Vietnam Era Veterans' Readjustment Assistance Act of 1974 (38 U.S.C. 4212) and of the Federal Executive Order No. 11246 as amended, including by Executive Order 11375, ‘Amending Executive Order 11246 Relating to Equal Employment Opportunity,‘ and as supplemented by regulation at 41 CFR part 60, “Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor,” and of the rules, regulations, and relevant orders of the Secretary of Labor.

e. The Contractor will furnish all information and reports required by Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," and the Rehabilitation Act of 1973, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to its books, records, and accounts by the State and its designated representatives and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

f. In the event of the Contractor's noncompliance with the requirements of the provisions herein or with any federal rules, regulations, or orders which are referenced herein, this Agreement may be cancelled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further federal and state contracts in accordance with procedures authorized in Federal Executive Order No. 11246 as amended and such other sanctions may be imposed and remedies invoked as provided in Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.

g. The Contractor will include the provisions of Paragraphs a through g in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Federal Executive Order No. 11246 as amended, including by Executive Order 11375, 'Amending Executive Order 11246 Relating to Equal Employment Opportunity,' and as supplemented by regulation at 41 CFR part 60, "Office of the Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," or Section 503 of the Rehabilitation Act of 1973 or (38 U.S.C. 4212) of the Vietnam Era Veteran's Readjustment Assistance Act, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the Director of the Office of Federal Contract Compliance Programs or CDPH may direct as a means of enforcing such provisions including sanctions for noncompliance provided, however, that in the event the Contractor becomes involved in, or is threatened with litigation by a subcontractor or vendor as a result of such direction by CDPH, the Contractor may request in writing to CDPH, who, in turn, may request the United States to enter into such litigation to protect the interests of the State and of the United States.

3. Debarment and Suspension Certification

a. By signing this Agreement, the Contractor/Subcontractor agrees to comply with applicable federal suspension and debarment regulations including, but not limited to 7 CFR Part 3017, 45 CFR 76, 40 CFR 32 or 34 CFR 85.

b. By signing this Agreement, the Contractor certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;

(2) Have not within a three-year period preceding this application/proposal/agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

(3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in Paragraph b(2) herein; and

(4) Have not within a three-year period preceding this application/proposal/agreement had one or more public transactions (Federal, State or local) terminated for cause or default.

(5) Shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under federal regulations (i.e., 48 CFR part 9, subpart 9.4), debarred, suspended, declared ineligible, or voluntarily excluded from participation in such transaction, unless authorized by the State.

(6) Will include a clause entitled, "Debarment and Suspension Certification" that essentially sets forth the provisions herein, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

c. If the Contractor is unable to certify to any of the statements in this certification, the Contractor shall submit an explanation to the CDPH Program Contract Manager.

d. The terms and definitions herein have the meanings set out in the Definitions and Coverage sections of the rules implementing Federal Executive Order 12549.

e. If the Contractor knowingly violates this certification, in addition to other remedies available to the Federal Government, the CDPH may terminate this Agreement for cause or default.

4. Covenant Against Contingent Fees

The Contractor warrants that no person or selling agency has been employed or retained to solicit/secure this Agreement upon an agreement of understanding for a commission, percentage, brokerage, or contingent fee, except *bona fide* employees or *bona fide* established commercial or selling agencies retained by the Contractor for the purpose of securing business. For breach or violation of this warranty, CDPH shall have the right to annul this Agreement without liability or in its discretion to deduct from the Agreement price or consideration, or otherwise recover, the full amount of such commission, percentage, and brokerage or contingent fee.

5. Lobbying Restrictions and Disclosure Certification

Applicable to federally funded agreements in excess of $100,000 per Section 1352 of the 31, U.S.C.

a. Certification and Disclosure Requirements

(1) Each person (or recipient) who requests or receives a contract or agreement, subcontract, grant, or subgrant, which is subject to Section 1352 of the 31, U.S.C., and which exceeds $100,000 at any tier, shall file a certification (in the form set forth in Attachment 1, consisting of one page, entitled “Certification Regarding Lobbying”) that the recipient has not made, and will not make, any payment prohibited by Paragraph b of this provision.

(2) Each recipient shall file a disclosure (in the form set forth in Attachment 2, entitled “Standard Form-LLL ‘disclosure of Lobbying Activities’”) if such recipient has made or has agreed to make any payment using nonappropriated funds (to include profits from any covered federal action) in connection with a contract, or grant or any extension or amendment of that contract, or grant, which would be prohibited under Paragraph b of this provision if paid for with appropriated funds.

(3) Each recipient shall file a disclosure form at the end of each calendar quarter in which there occurs any event that requires disclosure or that materially affect the accuracy of the information contained in any disclosure form previously filed by such person under Paragraph a(2) herein. An event that materially affects the accuracy of the information reported includes:

(a) A cumulative increase of $25,000 or more in the amount paid or expected to be paid for influencing or attempting to influence a covered federal action;

(b) A change in the person(s) or individuals(s) influencing or attempting to influence a covered federal action; or

(c) A change in the officer(s), employee(s), or member(s) contacted for the purpose of influencing or attempting to influence a covered federal action.

(4) Each person (or recipient) who requests or receives from a person referred to in Paragraph a(1) of this provision a contract or agreement, subcontract, grant or subgrant exceeding $100,000 at any tier under a contract or agreement, or grant shall file a certification, and a disclosure form, if required, to the next

tier above.

(5) All disclosure forms (but not certifications) shall be forwarded from tier to tier until received by the person referred to in Paragraph a(1) of this provision. That person shall forward all disclosure forms to CDPH Program Contract Manager.

b. Prohibition

Section 1352 of Title 31, U.S.C., provides in part that no appropriated funds may be expended by the recipient of a federal contract or agreement, grant, loan, or cooperative agreement to pay any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any of the following covered federal actions: the awarding of any federal contract or agreement, the making of any federal grant, the making of any federal loan, entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract or agreement, grant, loan, or cooperative agreement.

6. Additional Restrictions

Applicable to all contracts funded in whole or in part with funding from the federal Departments of Labor, Health and Human Services (including CDC funding), or Education.

Contractor shall comply with the restrictions under Division F, Title V, Section 503 of the Consolidated Appropriations Act, 2012 (H.R. 2055), which provides that:

"SEC. 503.(a) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used, other than for normal and recognized executive-legislative relationships, for publicity or propaganda purposes, for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body, except in presentation to the Congress or any State or local legislature itself, or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government, except in presentation to the executive branch of any State or local government itself.

(b) No part of any appropriation contained in this Act or transferred pursuant to section 4002 of Public Law 111–148 shall be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action, or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body, other than for normal and recognized executive-legislative relationships or participation by an agency or officer of a State, local or tribal government in policymaking and administrative processes within the executive branch of that government.

(c) The prohibitions in subsections (a) and (b) shall include any activity to advocate or promote any proposed, pending or future Federal, State or local tax increase, or any proposed, pending, or future requirement or restriction on any legal consumer product, including its sale or marketing, including but not limited to the advocacy or promotion of gun control."

Attachment 1

STATE OF CALIFORNIA
CALIFORNIA DEPARTMENT OF PUBLIC HEALTH

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making, awarding or entering into of this Federal contract, Federal grant, or cooperative agreement, and the extension, continuation, renewal, amendment, or modification of this Federal contract, grant, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency of the United States Government, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL, “Disclosure of Lobbying Activities" in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontractor’s, subcontracts, and contracts under cooperative agreements) of $100,000 or more, and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S.C., any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

San Bernardino County	Curt Hagman
Name of Contractor	Printed Name of Person Signing for Contractor
22-10281	X
Contract Number	Signature of Person Signing for Contractor
	Chairman, Board of Supervisors
Date	Title

After execution by or on behalf of Contractor, please return to:

California Department of Public Health

CDPH reserves the right to notifiy the Contractor in writing of an alternate submission address.

Attachment 2

CERTIFICATION REGARDING LOBBYING

Approved by OMB
0348-0046

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352
(See reverse for public burden disclosure)

1. Type of Federal Action: [ ] a. contract b. grant c. cooperative agreement d. loan e. loan guarantee f. loan insurance	2. Status of Federal Action: [ ] a. bid/offer/application b. initial award c. post-award	3. Report Type: [ ] a. initial filing b. material change For Material Change Only: Year _____ quarter _____ date of last report _____.

4. Name and Address of Reporting Entity: ☐ Prime ☐ Subawardee Tier ___, if known: Congressional District, If known:	5. If Reporting Entity in No. 4 is Subawardee, Enter Name and Address of Prime: Congressional District, If known:
6. Federal Department/Agency	7. Federal Program Name/Description: CDFA Number, if applicable: _____
8. Federal Action Number, if known:	9. Award Amount, if known: $
10.a. Name and Address of Lobbying Registrant *(If individual, last name, first name, MI)*:	b. Individuals Performing Services *(including address if different from 10a.* *(Last name, First name, MI):*
11. Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. required disclosure shall be subject to a not more than $100,000 for each such failure.	Signature: _____ Print Name: _____ Title: Telephone No.: _____ Date: _____

Federal Use Only	Authorized for Local Reproduction Standard Form-LLL (Rev. 7-97)

INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.

2. Identify the status of the covered Federal action.

3. Identify the appropriate classification of this report. If this is a follow-up report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.

4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.

5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.

6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.

7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.

8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."

9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.

10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.

    (b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).

11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

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

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

III. Definitions: For purposes of the agreement between the 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. unauthorized acquisition of computerized data that compromises the security, confidentiality, or integrity of personal information maintained by the Contractor. Good faith acquisition of personal information by an employee or agent of the Contractor for the purposes of the

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

Contractor is not a breach of the security of the system, provided that the personal information is not used or subject to further unauthorized disclosure.

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. 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
3. 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. 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); or

3. any information about a 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; or

4. 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 the Contractor and CDPH, including this Exhibit; or

3. the attempted or successful modification or destruction of, or interference with the Contractor's system operations in an information technology system, that negatively impacts

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

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 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. The Contractor shall limit access to CDPH PCI to only those employees, agents, and subcontractors CDPH WIC has determined have a need to know the CDPH PCI in order to perform the Contractor's obligations under its agreement with CDPH WIC. Disclosure of CDPH PCI to any other party or individual including the Contractor's employees, agents, and subcontractors, is unauthorized.

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 the 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 agreement with CDPH, including this Exhibit, and which incorporates the requirements of Section VII, Security, below. The Contractor shall provide CDPH with the 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 the Contractor's obligations under the 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.

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

B. The Contractor shall retain each employee's certifications for CDPH inspection for a period of three years following contract termination or completion.

C. The 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: The Contractor shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other Contractor workforce members under the 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 call plus email or fax** upon the discovery of a breach (as defined in this Exhibit), **and** within **twenty-four (24) hours by email or fax** 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 the 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. The 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.

The 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, the 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; and

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; and

3. a description of where the CDPH PCI is believed to have been improperly used or disclosed; and

4. a description of the probable and proximate causes of the breach or security incident; and

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

5. whether Civil Code section 1798.29 or any other federal or state laws requiring individual notifications of breaches have been triggered.

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 the Contractor is considered only a custodian and/or non-owner of the CDPH PCI, the 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. The 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 the Contractor is considered only a custodian and/or non-owner of the CDPH PCI, The 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). The 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 Office of Legal Services California Dept. of Public Health 1415 L Street, 5th Floor Sacramento, CA 95814 Email: privacy@cdph.ca.gov Telephone: (877) 421-9634	Chief Information Security Officer Information Security Office California Dept. of Public Health P.O. Box 997377 MS6302 Sacramento, CA 95899-7413 Email: cdphiso@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, 5th Floor Sacramento, CA 95814 Telephone: (916) 558-1710

XII. Documentation of Disclosures for Requests for Accounting: The 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 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 the 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.

The 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.

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 the Contractor to monitor

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

compliance with this Exhibit. The 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 the Contractor and CDPH for any reason, the Contractor shall securely return or destroy the CDPH PCI. If return or destruction is not feasible, the 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, the 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 the 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 PCI 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: The Contractor's obligations under this Exhibit shall continue until the 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 the Contractor and CDPH, the 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 the Contractor elects to destroy the CDPH PCI, the 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: The Contractor shall make itself and any subcontractors, workforce employees or agents assisting the Contractor in the performance of its obligations under the agreement between the 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 the 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 the 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 the Contractor does not return or destroy the CDPH PCI upon the completion or termination of the Agreement, the respective rights and obligations of the Contractor under Sections VI, VII, XI, and XIII of this Exhibit shall survive the completion or termination of the agreement between the Contractor and CDPH.

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

Attachment 1
Contractor Data Security Standards

1. General Security Controls

A. ***Confidentiality Statement.*** All persons that will be working with CDPH PCI must sign a confidentiality statement. The statement must include at a minimum, General Use, Security and Privacy safeguards, Unacceptable Use, and Enforcement Policies. The statement must be signed by the workforce member prior to access to CDPH PCI. The statement must be renewed annually. The Contractor shall retain each person's written confidentiality statement for CDPH inspection for a period of three (3) years following contract termination.

B. ***Background check.*** Before a member of the Contractor's workforce may access CDPH PCI, the Contractor must conduct a thorough background check of that worker and evaluate the results to assure that there is no indication that the worker may present a risk for theft of confidential data. The Contractor shall retain each workforce member's background check documentation for a period of three (3) years following contract termination.

C. ***Workstation/Laptop encryption.*** All workstations and laptops that process and/or store CDPH PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. The encryption solution must be full disk unless approved by the CDPH Information Security Office.

D. ***Server Security.*** Servers containing unencrypted CDPH PCI must have sufficient administrative, physical, and technical controls in place to protect that data, based upon a risk assessment/system security review.

E. ***Minimum Necessary.*** Only the minimum necessary amount of CDPH PCI required to perform necessary business functions may be copied, downloaded, or exported.

F. ***Removable media devices.*** All electronic files that contain CDPH PCI data must be encrypted when stored on any removable media or portable device (i.e. USB thumb drives, floppies, CD/DVD, smart devices tapes etc.). PCI must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher.

G. ***Antivirus software.*** All workstations, laptops and other systems that process and/or store CDPH PCI must install and actively use a comprehensive anti-virus software solution with automatic updates scheduled at least daily.

H. ***Patch Management.*** All workstations, laptops and other systems that process and/or store CDPH PCI must have operating system and application security patches applied, with system reboot if necessary. There must be a documented patch management process which determines installation timeframe based on risk assessment and vendor recommendations. At a maximum, all applicable patches must be installed within 30 days of vendor release.

I. ***User IDs and Password Controls.*** All users must be issued a unique user name for accessing CDPH PCI. Username must be promptly disabled, deleted, or the password changed upon the transfer or termination of an employee with knowledge of the password.

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

Passwords are not to be shared. Must be at least eight characters. Must be a non-dictionary word. Must not be stored in readable format on the computer. Must be changed every 60 days. Must be changed if revealed or compromised. Must be composed of characters from at least three of the following four groups from the standard keyboard:

- Upper case letters (A-Z)
- Lower case letters (a-z)
- Arabic numerals (0-9)
- Non-alphanumeric characters (punctuation symbols)

J. ***Data Sanitization.*** All CDPH PCI must be sanitized using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PCI is no longer needed.

2. System Security Controls

A. ***System Timeout.*** The system must provide an automatic timeout, requiring reauthentication of the user session after no more than 20 minutes of inactivity.

B. ***Warning Banners.*** All systems containing CDPH PCI must display a warning banner each time a user attempts access, stating that data is confidential, systems are logged, and system use is for business purposes only. User must be directed to log off the system if they do not agree with these requirements.

C. ***System Logging.*** The system must maintain an automated audit trail which can identify the user or system process which initiates a request for CDPH PCI, or which alters CDPH PCI. The audit trail must be date and time stamped, must log both successful and failed accesses, must be read only, and must be restricted to authorized users. This logging must be included for all user privilege levels including, but not limited to, systems administrators. If CDPH PCI is stored in a database, database logging functionality must be enabled. Audit trail data must be archived for at least 3 years after occurrence.

D. ***Access Controls.*** The system must use role based access controls for all user authentications, enforcing the principle of least privilege.

E. ***Transmission encryption.*** All data transmissions of CDPH PCI outside the contractor's secure internal network must be encrypted using a FIPS 140-2 certified algorithm, such as Advanced Encryption Standard (AES), with a 128bit key or higher. Encryption can be end to end at the network level, or the data files containing CDPH PCI can be encrypted. This requirement pertains to any type of CDPH PCI in motion such as website access, file transfer, and E-Mail.

F. ***Intrusion Detection***. All systems involved in accessing, holding, transporting, and protecting CDPH PCI that are accessible via the Internet must be protected by a comprehensive intrusion detection and prevention solution.

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

3. Audit Controls

A. ***System Security Review.*** All systems processing and/or storing CDPH PCI must have at least an annual system risk assessment/security review which provides assurance that administrative, physical, and technical controls are functioning effectively and providing adequate levels of protection. Reviews shall include vulnerability scanning tools.

B. ***Log Reviews.*** All systems processing and/or storing CDPH PCI must have a routine procedure in place to review system logs for unauthorized access.

C. ***Change Control.*** All systems processing and/or storing CDPH PCI must have a documented change control procedure that ensures separation of duties and protects the confidentiality, integrity and availability of data.

4. Business Continuity / Disaster Recovery Controls

A. ***Disaster Recovery.*** The Contractor must establish a documented plan to enable continuation of critical business processes and protection of the security of electronic CDPH PCI in the event of an emergency. Emergency means any circumstance or situation that causes normal computer operations to become unavailable for use in performing the work required under this agreement for more than 24 hours.

B. ***Data Backup Plan.*** The Contractor must have established documented procedures to securely backup CDPH PCI to maintain retrievable exact copies of CDPH PCI. The backups shall be encrypted. The plan must include a regular schedule for making backups, storing backups offsite, an inventory of backup media, and the amount of time to restore CDPH PCI should it be lost. At a minimum, the schedule must be a weekly full backup and monthly offsite storage of CDPH data.

5. Paper Document Controls

A. ***Supervision of Data.*** CDPH PCI in paper form shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office. Unattended means that information is not being observed by an employee authorized to access the information. CDPH PCI in paper form shall not be left unattended at any time in vehicles or planes and shall not be checked in baggage on commercial airplanes.

B. ***Escorting Visitors.*** Visitors to areas where CDPH PCI is contained shall be escorted and CDPH PHI shall be kept out of sight while visitors are in the area.

C. ***Confidential Destruction.*** CDPH PCI must be disposed of through confidential means, using NIST Special Publication 800-88 standard methods for data sanitization when the CDPH PSCI is no longer needed.

D. ***Removal of Data.*** CDPH PCI must not be removed from the premises of the Contractor except with express written permission of CDPH.

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

E. ***Faxing.*** Faxes containing CDPH PCI shall not be left unattended and fax machines shall be in secure areas. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them. Fax numbers shall be verified with the intended recipient before sending.

F. ***Mailing.*** CDPH PCI shall only be mailed using secure methods. Large volume mailings of CDPH PHI shall be by a secure, bonded courier with signature required on receipt. Disks and other transportable media sent through the mail must be encrypted with a CDPH approved solution, such as a solution using a vendor product specified on the CALIFORNIA STRATEGIC SOURCING INITIATIVE.

Exhibit H

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** 22-10281 entered into between the State of 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 TO THE FINAL INVOICE

Contractor's Legal Name (as on contract): San Bernardino County

Signature of Contractor or Official Designee: _____ Date: _____

Printed Name/Title of Person Signing: _____

CDPH Distribution: Accounting (Original) Program