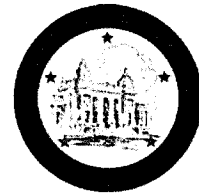


**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM: 3.9
(ID # 11709)**

MEETING DATE:

Tuesday, February 4, 2020

FROM: RUHS-PUBLIC HEALTH:

SUBJECT: RIVERSIDE UNIVERSITY HEALTH SYSTEM-PUBLIC HEALTH: Ratify and Approve the Agreement #20-028 between Riverside Unified School District and Riverside County Department of Public Health for the CalFresh Healthy Living Program; District 1. [\$360,000 - 100% Federal Funds]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and approve the Agreement #20-028 (Agreement) between Riverside Unified School District and Riverside County Department of Public Health for the CalFresh Healthy Living program in the amount of \$360,000 for the performance period of October 1, 2019 through September 30, 2022;
2. Authorize the Chairman of the Board to sign the Agreement on behalf of the County;
3. Authorize the Director of Public Health, or designee, to take all steps necessary to implement the Agreement; and

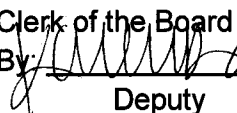
ACTION:Policy


Kim Saruwatari, Director of Public Health 1/13/2020

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Perez, seconded by Supervisor Jeffries and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Spiegel, Washington, Perez and Hewitt
Nays: None
Absent: None
Date: February 4, 2020
xc: RUHS-Public Health

Kecia R. Harper
Clerk of the Board
By: 
Deputy

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

4. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on the availability of fiscal funding and as approved by County Counsel to sign subsequent amendments to the Agreement including modifications of the statement of work that stay within the intent of the Agreement and changes to compensation provisions that do not exceed the sum total of 10% of the total cost of the Agreement.

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$90,000	\$120,000	\$360,000	\$0
NET COUNTY COST	\$0	\$0	\$0	\$0
SOURCE OF FUNDS: 100% Federal Funds			Budget Adjustment: No	
			For Fiscal Year: 19/20-22/23	

C.E.O. RECOMMENDATION: Approve

BACKGROUND:

Summary

The California Department of Public Health (CDPH) expects Local Health Departments (LHD) to subcontract with partners based on their capacity to implement policy, systems and environmental (PSE) change interventions required in Riverside County's Integrated Work Plan (IWP). The CDPH objectives expect continued engagement at sites with previous CalFresh Healthy Living interventions. For the past five years, Riverside Unified School District (RUSD) has conducted five Impact/Outcome Evaluation (IOE) projects and Supplemental Nutrition Assistance Program Education (SNAP-Ed) interventions to engage RUSD students and their families. The continuity that RUSD provides to implement the IOE project, while advancing and sustaining the PSE efforts and educational services they have initiated in their school sites over the previous five years cannot be fulfilled by another subcontractor.

The partnership between Riverside County Department of Public Health (DOPH) CalFresh Healthy Living grant and the experience RUSD provides are necessary for the success of the IOE project and in sustaining the policy-based approaches to increasing access to healthy food and physical activity opportunities to students and families in the district. A change in the IWP or subcontractor would create a minimum six-month delay in implementing the CalFresh Healthy Living grant and returning Riverside County SNAP-Ed funds.

This Agreement between the Riverside Unified School District and Riverside County Department of Public Health for the CalFresh Healthy Living program will be in the amount of \$360,000 for the performance period of October 1, 2019 through September 30, 2022.

Impact on Residents and Businesses

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

RUSD students and their families participating in the IOE project will benefit from nutrition and physical activity promotion efforts along with policy, systems and environmental-based changes made at the school sites.

SUPPLEMENTAL:

Additional Fiscal Information

DOPH receives 100% of its CalFresh Healthy Living program funding from the State of California as a pass-through from the Federal government. The CalFresh Healthy Living program funding is based on the federal fiscal year. The California Department of Public Health expects Local Health Departments to subcontract funds to local partners.

The table below outlines how the funds will be distributed to RUSD over the three-year period of the Agreement and the funding allocation for the County budget fiscal years.

Federal and County Fiscal Year Budget Comparison Table					
Federal Fiscal Year		FFY 19/20	FFY20/21	FFY21/22	Total
Agreement Amount		\$120,000	\$120,000	\$120,000	\$360,000
County Fiscal Year	FY19/20	FY20/21	FY21/22	FY22/23	Total
Budget Amount	\$90,000	\$120,000	\$120,000	\$30,000	\$360,000

Contract History and Price Reasonableness

Ordinance 459 allows for award of contracts with any federal, state, or local government agency including special districts without bidding due to the nature of collaboration and partnership of beneficial programs with government entities. The Agreement is 100% grant funded by the CDPH for the CalFresh Healthy Living program. Riverside Unified School District is a subcontractor to be funded \$360,000 based on the level of services indicated in the Integrated Work Plan specified by our funding agreement with the CDPH for the CalFresh Healthy Living grant.

ATTACHMENTS:

- Agreement #20-028 with Riverside Unified School District

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


Teresa Summers, Director of Purchasing 1/25/2020


Brianna Lantajo, Management Analyst 1/27/2020


Gregory V. Priamos, Director County Counsel 1/27/2020

Agreement

This is a Subcontracting Agreement of the California Supplemental Nutrition Assistance Program Education (SNAP-Ed) Plan of the California Department of Public Health, the California Department of Social Services and the United States Department of Agriculture

between

COUNTY OF RIVERSIDE

and

RIVERSIDE UNIFIED SCHOOL DISTRICT

I. Purpose and Scope.

The purpose of this subcontract agreement, hereinafter referred to as “subcontract” or “agreement,” is to clearly identify the roles and responsibilities of each party as they relate to providing nutrition education to Californians participating or eligible to participate in CalFresh, previously known as the Food Stamp Program in California.¹ California’s Supplemental Nutrition Assistance Program Education (SNAP-Ed) is funded federally by the United States Department of Agriculture (USDA) and administered at the state level by the California Department of Social Services (CDSS) and the California Department of Public Health’s (CDPH’s) *Nutrition Education and Obesity Prevention Branch (NEOPB)*.

The SNAP-Ed program is intended to provide nutrition education to low-income households. To support this goal, County of Riverside, a political subdivision of the State of California, through its Department of Public Health, hereinafter referred to as “COUNTY” or “Grantee”, and Riverside Unified School District, hereinafter referred to as “DISTRICT” or “Sub-grantee”, will conduct nutrition education interventions to eligible families as described in their respective Scope of Work/Deliverables. Allowable services are outlined in the USDA SNAP-Ed Plan Guidance located at the following link:

<http://snaped.fns.usda.gov/program-administration/guidance-and-templates>

Both COUNTY and DISTRICT should ensure that program activities are conducted in compliance with all applicable Federal laws, rules, and regulations including Civil Rights and Office of Management and Budget (OMB) circulars governing cost issues.

II. Period of Performance.

The term of this agreement is the period within which the project responsibilities of this agreement shall be performed. The term commences October 1, 2019 and terminates September 30, 2022.

III. Compensation.

In consideration of services provided by COUNTY, DISTRICT shall receive compensation for services set forth in Exhibit A, SCOPE OF WORK, and Exhibit B, BUDGET, the aggregate amount, not to exceed, three hundred sixty thousand dollars (\$360,000) including all expenses.

IV. COUNTY Responsibilities.

COUNTY shall undertake the following activities during the duration of the agreement term:

1. Ensure adherence of DISTRICT to applicable federal and state laws and regulations and program guidelines.
2. Review and approve all documentation evidencing DISTRICT's performance of services as set forth in the Integrated Work Plan/Scope of Work, attached hereto as Exhibit A, and monitor DISTRICT compliance with the agreement.
3. Provide training and technical assistance to DISTRICT on promising practices and fiscal and programmatic rules and regulations.
4. Promptly reimburse allowable expenses according to the terms and conditions set forth in this agreement according to the following:
 - a. The COUNTY standard payment default terms of 30 days after the submission of the monthly Federal Share invoices to COUNTY.
5. Ensure that DISTRICT's Scope of Work activities do not supplant existing SNAP-Ed efforts or funding.
6. Review DISTRICT's audit report and, within six months of receipt, issue a management decision on any audit findings. COUNTY will also ensure that DISTRICT takes appropriate and timely corrective action to remain in compliance with federal regulations.

V. DISTRICT Responsibilities.

DISTRICT shall undertake the following activities during the duration of the agreement term:

1. Support and facilitate nutrition education services as outlined in the approved Integrated Work Plan/Scope of Work, attached hereto as Exhibit A, and Budget attached hereto as Exhibit B. Services shall be provided to SNAP eligible participants and potential SNAP eligible participants who have incomes at or below 185% of the federal poverty level (FPL). DISTRICT will be required to designate the sites where services will be provided to ensure the target population is being reached. Site approval must be obtained before services begin. The methods used to qualify the proposed sites include:

- a. School sites within the DISTRICT with at least 50% of the students receiving free or reduced price meals and as outlined in Exhibit A.
2. Ensure that Federal Share is not used to supplant existing SNAP-Ed funds or activities.
3. Follow all relevant laws and regulations regarding documentation, reporting, use, etc. of these federal funds in accordance with OMB circulars A-122 and A-133 (for non-profits) or OMB circulars A-87 and A-133 (for State, Local, and Indian Tribal Governments) or OMB circulars A-21 (for Educational Institutions).
<https://www.whitehouse.gov/omb/information-for-agencies/circulars/>
4. Furnish project management, contract administration and fiscal control services, including but not limited to:
 - a. Adherence to the approved Integrated Scope of Work and Budget attached.
 - b. Return of this agreement, with the required signatures, within 30 days of its receipt.
 - c. Preparation and submission of approved monthly time log forms for each employee charging personnel costs to the program.
 - d. Preparation and submission of monthly Federal Share invoices to COUNTY according to the following :
 - 1) Monthly Invoices Due Dates:
DISTRICT shall submit monthly invoices by the 25th of the following month to pay prior monthly expenditures.
 - 2) Invoices shall be submitted or emailed to:

County of Riverside Department of Public Health
Nutrition & Health Promotion Branch
Attn: Lisa Lin or Tanya Lee
4210 Riverwalk Parkway, Suite # 400
Riverside, CA 92505
llin@ruhealth.org or talee@ruhealth.org
 - e. Sub-grantee is required to separate, batch and label each set of documentation according to one of the ten line items to which the expense is billed. Batch, attach vendor invoices, bills, receipts for all purchases and label the documentation according to the following line items:
 - 1) Personnel Salaries
 - 2) Fringe Benefits
 - 3) Travel and Per Diem

- 4) Non-Capital Equipment/ Supplies
- 5) Materials
- 6) Building/ Space – Not applicable
- 7) Maintenance
- 8) Equipment and Other Capital Expenditures – Not applicable
- 9) Contract/Sub-Grants/Agreements – Not applicable
- 10) Indirect Costs

- f. Sub-grantee is required to sign and submit a copy of the fully executed sub-grant agreement and/or consultant agreement to COUNTY.

The following key elements must be included in the sub-grant agreements:

- 1) Name of the parties entering into the agreement.
- 2) Terms of the agreement.
- 3) Scope of services or work to be completed, attached here as Exhibit A.
- 4) Maximum amount payable.
- 5) Cancellation clause.
- 6) Record retention clause
- 7) Copy of the CDPH - Special Terms and Conditions Exhibit D, attached hereto as Attachment 1.
- 8) Copy of the CDPH - Information confidentiality and security requirements Exhibit G, attached hereto as Attachment 2.

- g. Comply with all requests from COUNTY including programmatic and fiscal onsite or desk reviews. Upon request, provide documentation to the COUNTY and follow protocols to ensure compliance with requirements.

- h. On-line tracking of program activities using the Program Evaluation and Reporting System (PEARS) and submission of Progress Reports as follows:

- 1) See attached Scope of Work/ Integrated Work Plan - Exhibit A
- 2) Activities must be logged by the 7th of the following month to track prior month's activities.
- 3) Semi-annual progress reports will be due early April, date TBD.
- 4) Annual progress report will be due early October, date TBD.

- i. Participation in all mandatory trainings and meetings as requested by COUNTY.

- j. DISTRICT agrees to maintain and preserve files relevant to this agreement, until three years after termination of and final payment is received from the NEOPB to the Grantee. In addition, permit the NEOPB, CDPH, CDSS, USDA or any duly authorized to have access to, examine or audit any pertinent books, documents, papers and fiscal records related to this subcontract and to allow interviews of any employees who might reasonably have information related to such records. Any costs that cannot be substantiated by source documentation may be disallowed.

- k. Return any funds necessary to repay USDA for any federal audit exceptions in which DISTRICT has not complied with the requirements of this agreement and applicable state and federal regulations.
- l. Submission of a copy of audited financial statements to COUNTY nine months after the year end. DISTRICT agrees to provide access to auditors to determine compliance with federal regulations.

VI. Documentation Approval and Acknowledgements.

COUNTY and DISTRICT agree that documents prepared by organizations using CDPH funding for external release, in print or other media, or via the Internet, must undergo appropriate review and approval prior to release. Documents prepared by CDPH contractors and subcontractors and intended for publication and distribution by an entity outside of CDPH must receive the necessary departmental approvals prior to publishing or distribution. Concurrent submission to the internal and external review processes is not permitted. Reviews may take up to thirty (30) working days. CDPH has identified the following category of documents intended for external release applicable to nutrition education:

Health Education/Communication

- One time, periodic, or occasional
- Provides factual information to the public or target audience to prevent disease or improve health status
- Conveys a specific public health message to a select target audience about a specific public health problem or program

Examples:

- Brochure
- Fact sheet
- Media campaigns and advertisements
- Newsletter
- Fotonovela
- Press release or other press materials
- Public Service Announcement
- Social Networking – Facebook, Twitter, etc.

Materials, whether newly developed or reprinted, must include an appropriate acknowledgement/funding statement.

See the *NEOPB Branding Guidelines Manual* at:

<https://www.myctb.org/wst/casnap-ed/communication/Pages/default.aspx> for information on approved acknowledgement/funding statements and which types of materials should carry which version of the statement. For materials not listed, contact COUNTY for guidance on which statement is appropriate.

Whenever possible, the CalFresh Healthy Living logo should be displayed prominently on all materials produced with CalFresh Healthy Living funds. This includes flyers, Web pages, PowerPoint presentations, printed publications, or any other documents. CalFresh Healthy Living logos are available in English, Spanish, black and white, color, and in different electronic file formats online in the *Communications Resource Library*
<https://www.myctb.org/wst/casnap-ed/communication/Pages/default.aspx>

Additional Provisions links:

Fiscal and Administrative Guidelines

<https://www.cdph.ca.gov/Programs/CCDPHP/DCDIC/NEOPB/Pages/Contract-Support-Services-Unit.aspx>

NEOPB Program Letters and any revisions

<https://www.cdph.ca.gov/Programs/CCDPHP/DCDIC/NEOPB/Pages/LHDProgramLetters.aspx>

United States Department of Agriculture, Supplemental Nutrition Assistance Program Education (SNAP-Ed) Plan Guidance

<https://snaped.fns.usda.gov/program-administration/guidance-and-templates>

VII. Terms and Conditions.

1. Hold Harmless/Indemnification.

Each party agrees to indemnify, defend, and hold harmless the other party and its officers, directors, trustees, employees, agents (together “Employees and Agents”) from any claim, liability or loss, including reasonable attorneys’ fees arising out of or resulting from the acts or omissions of the indemnifying party or any of its Employees or Agents in connection with this Agreement, excepting only loss, injury or damage caused by the sole negligence of willful misconduct of the non-indemnifying party’s Employees and Agents. Each party shall notify the other party immediately in writing of any claim of injury or damage related to activities performed pursuant to this Agreement. The parties shall cooperate with each other in the investigation and disposition of any claim arising out of the activities of this Agreement, provided that nothing shall require either party to disclose any documents, records or communications that are protected under the peer review privilege, the attorney-client privilege or the attorney work-product privilege. The provisions of this section shall survive the termination of this Agreement.

2. Liability Insurance.

Without limiting or diminishing the DISTRICT’S obligation to indemnify or hold the COUNTY harmless, DISTRICT shall procure and maintain or cause to be maintained, at its sole cost and expense, the following insurance coverage’s during the term of this Agreement:

- a. **Workers' Compensation:**
If the DISTRICT has employees as defined by the State of California, the DISTRICT shall maintain statutory Workers' Compensation Insurance (Coverage A) as prescribed by the laws of the State of California. Policy shall include Employers' Liability (Coverage B) including Occupational Disease with limits not less than one million dollars \$1,000,000 per person per accident. The policy shall be endorsed to waive subrogation in favor of The County of Riverside, and, if applicable, to provide a Borrowed Servant/Alternate Employer Endorsement.
- b. **Commercial General Liability:**
Commercial General Liability insurance coverage, including but not limited to, premises liability, contractual liability, products and completed operations liability, personal and advertising injury covering claims which may arise from or out of DISTRICT'S performance of its obligations hereunder. Policy shall name all agencies, districts, special districts, and departments of the COUNTY of Riverside, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insured's. Policy's limit of liability shall not be less than one million dollars \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit.
- c. **Vehicle Liability:**
If vehicles or mobile equipment are used in the performance of the obligations under this Agreement, then DISTRICT shall maintain liability insurance for all owned, non-owned or hired vehicles so used in an amount not less than one million dollars \$1,000,000 per occurrence combined single limit. If such insurance contains a general aggregate limit, it shall apply separately to this agreement or be no less than two (2) times the occurrence limit. Policy shall name the County of Riverside, its agencies, districts, Special districts, and departments, their respective directors, officers, Board of Supervisors, employees, elected or appointed officials, agents or representatives as Additional Insured's.
- d. **General Insurance Provisions - All lines:**
- 1) Any insurance carrier providing insurance coverage hereunder shall be admitted to the State of California and have an A M BEST rating of not less than A: VIII (A:8) unless such requirements are waived, in writing, by the County Risk Manager. If the County's Risk Manager waives a requirement for a particular insurer such waiver is only valid for that specific insurer and only for one policy term.
 - 2) The DISTRICT must declare its insurance self-insured retentions. If such self-insured retentions exceed five hundred, thousand \$500,000 per occurrence such retentions shall have the prior written consent of the County Risk Manager before the commencement of operations under this Agreement. Upon notification of self insured retention unacceptable to the COUNTY, and at the election of the Country's Risk Manager,

DISTRICT's carriers shall either; 1) reduce or eliminate such self-insured retention as respects this Agreement with the COUNTY, or 2) procure a bond which guarantees payment of losses and related investigations, claims administration, and defense costs and expenses.

- 3) DISTRICT shall cause DISTRICT's insurance carrier(s) to furnish the County of Riverside with either 1) a properly executed original Certificate(s) of Insurance and certified original copies of Endorsements effecting coverage as required herein, or 2) if requested to do so orally or in writing by the County Risk Manager, provide original Certified copies of policies including all Endorsements and all attachments thereto, showing such insurance is in full force and effect. Further, said Certificate(s) and policies of insurance shall contain the covenant of the insurance carrier(s) that thirty (30) days written notice shall be given to the County of Riverside prior to any material modification, cancellation, expiration or reduction in coverage of such insurance. In the event of a material modification, cancellation, expiration, or reduction in coverage, this Agreement shall terminate forthwith, unless the County of Riverside receives, prior to such effective date, another properly executed original Certificate of Insurance and original copies of endorsements or certified original policies, including all endorsements and attachments thereto evidencing coverage's set forth herein and the insurance required herein is in full force and effect. *DISTRICT shall not commence operations until the COUNTY has been furnished original Certificate (s) of Insurance and certified original copies of endorsement or policy of insurance including all endorsements and any and all other attachments as required in this Section. An individual authorized by the insurance carrier to do so on its behalf shall sign the original endorsements for each policy and the Certificate of Insurance.*
- 4) It is understood and agreed to by the parties hereto and the insurance company(s), that the Certificate(s) of insurance and policies shall so covenant and shall be construed as primary insurance, and the COUNTY'S insurance and/or deductibles and/or self-insured retention's or self-insured programs shall not be construed as contributory.
- 5) The COUNTY'S Reserved Rights –Insurance. If, during the term of this Agreement or any extension thereof, there is a material change in the scope of services; or, there is a material change in the equipment to be used in the performance of the scope of work (such as the use of aircraft or watercraft) the COUNTY reserves the right to adjust the type of insurance required herein, if; in the COUNTY Risk Manager's reasonable judgment the amount or type of insurance carried by the DISTRICT has become inadequate
- 6) DISTRICT shall pass down the insurance obligations contained herein to all tiers of subcontractors working under this Agreement.
- 7) The insurance requirements contained in this Agreement may be met with a program(s) of self-insurance acceptable to the COUNTY.

3. License.

- a. DISTRICT shall, through the term of this Agreement, maintain all licenses necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, County of Riverside, and all other governmental agencies. DISTRICT shall notify COUNTY immediately, in writing, of inability to obtain or maintain such license. Said inability shall be cause for termination of this Agreement.
- b. DISTRICT shall ensure that DISTRICT'S employees, agents and other subcontractor's performing services under the terms of this Agreement are in compliance with all relative licensing requirements. DISTRICT hereby agrees to notify COUNTY immediately, in writing, of inability of DISTRICT or any of DISTRICT'S employees, agents and other subcontractors, to obtain or maintain such license(s). Said inability shall be cause for termination of this Agreement.
- c. A copy of each such license, permit, approval, waiver, exemption, registration, accreditation, and certificate shall be provided to COUNTY.

4. Nondiscrimination and Eligibility.

DISTRICT shall not discriminate in the provision of services, allocation of benefits, accommodation in facilities, or employment of personnel, on the basis of ethnic group identification, race, color, creed, ancestry, religion, national origin, physical handicap, medical condition, or sex in the performance of this Agreement; and, to the extent they shall be found to be applicable hereto, shall comply with the provisions of California Fair Employment and Housing Act (Gov. Code 12900 et. Seq.), the Federal Civil Rights Act of 1964 (P.L. 88-352), the Americans with Disabilities Act of 1990 (42 U.S.C. §1210 et. Seq.) and all other applicable laws or regulations.

5. Conflict of Interest.

DISTRICT and DISTRICT'S employees shall have no interest, and shall not acquire any interest, direct or indirect, which will conflict in any manner or degree with the performance of services required under this Agreement

VIII. Special Terms and Conditions.

COUNTY and DISTRICT shall follow all relevant and applicable regulations as specified in the CDPH "Special Terms and Conditions", also known as Exhibit D, attached hereto as Attachment 1. These may include, but are not limited to:

1. Travel and Per Diem Reimbursement – unless otherwise specified, Party A and Party B will be reimbursed for travel and per diem expenses at rates established by the California Department of Personnel Administration.
2. Subcontract Requirements – Not Applicable.
3. Lobbying Restrictions – for contracts and subcontracts that equal or exceed \$100,000 in Federal Share.

4. Intellectual Property Rights – 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 which result directly or indirectly from this Agreement.

IX. Funding.

1. Federal Share SNAP-Ed funding shall not be used to supplant existing nutrition education funds or activities during the term of the contract.
2. DISTRICT shall provide Federal Share budget documentation as requested by USDA, CDSS, CDPH or COUNTY.
3. Program activities shall not supplant existing nutrition education programs, and where operating in conjunction with existing programs, enhance and supplement them.
4. Funding for each federal fiscal year is subject to approval by USDA. If full funding does not become available, CDPH will amend, reduce or cancel the resulting agreement. Continuation of services beyond the first fiscal year is subject to COUNTY and DISTRICT continued successful performance.

X. Modification and Termination.

1. This agreement may be cancelled or terminated without cause by either party by giving (30) calendar days advance written notice to the other party. Such notification shall state the effective date of termination or cancellation and include any final performance and/or payment invoicing instructions/requirements.
2. Any and all amendments must be made in writing and must be agreed to and executed by the parties before becoming effective.
3. It is mutually agreed that if the Federal Budget of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the program, this Agreement shall be of no further force and effect. In this event, the State and COUNTY shall have no liability to pay any funds whatsoever to DISTRICT; and DISTRICT shall not be obligated to perform any provisions of this Agreement for which they are not reimbursed.
4. If funding for any fiscal year is reduced or deleted by the Federal Budget for purposes of this program, the State and COUNTY shall have the option to either cancel this Agreement with no liability occurring to the State or COUNTY, or offer an agreement amendment to DISTRICT to reflect the reduced agreement.

XI. Notices.

Any notices required to be given under this agreement shall be given by regular mail, postage prepaid, addressed as follows:

COUNTY:

Riverside County Department of Public Health
Procurement and Logistics
4065 County Circle Drive
Riverside, California 92503

DISTRICT:

Riverside Unified School District
6050 Industrial Avenue
Riverside, CA 92504

and a copy to:

Riverside County Department of Public Health
Nutrition & Health Promotion Branch
4210 Riverwalk Parkway, Suite #400
Riverside, California 92505

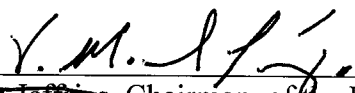
Or to such other address (es) as the Parties may hereafter designate.

XII. Effective Date and Signature.


This agreement shall be effective upon the signature of COUNTY and DISTRICT authorized officials. It shall be in force from October 1, 2019 to September 30, 2022. COUNTY and DISTRICT indicate agreement with their signatures.

COUNTY of RIVERSIDE

RIVERSIDE UNIFIED SCHOOL DISTRICT



~~Kevin Jeffries, Chairman of the Board
of Supervisors~~ **V. MANUEL PEREZ**
Print Name



Mays Kakish
Print Name

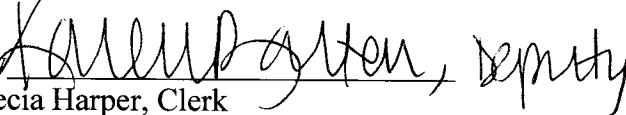
FEB 04 2020

Date

1/7/2020

Date

ATTEST:

By 

Kecia Harper, Clerk

APPROVE AS TO FORM:

Gregory P. Priamos
County Counsel

By 

Amrit Dhillon, Deputy County Counsel

**Riverside Unified School District – FFY2020-2022 Integrated Work Plan
Supplemental Nutrition Assistance Program-Education (SNAP-Ed) /
CalFresh Healthy Living grant**

Section A: OVERVIEW

Objective

Funding for Policy, Systems and Environmental (PSE) change strategies and activities to improve the nutrition and physical activity environment for SNAP-Ed eligible recipients.

PSE Strategies

Access to Healthy Foods

Policies, systems, and environmental changes that ensure food purchased, provided, or made available is healthy. *Includes policy, system and/or environmental work that increases access to fresh, healthy, locally sourced fruit and vegetables, as well as other healthy products. Healthy food can be procured from farms, gardens, grocers, food rescue organizations, and/or food distributors (of locally sourced products), i.e. farm to community or institution, purchasing systems, and partnerships.*

Behavioral Economics

Healthy behavior marketing activities, specifically at the point of decision, using economic incentives/methods for purchasing and consumption behavior. *Examples include placement of healthy foods, point of purchase prompts, pricing and other food access or restriction, and can also relate to physical activity. Activities can include work that addresses the pricing of food and beverage options to influence access. This may align with price matching or buyer incentive programs. Behavioral economics usually does not involve education but influences spontaneous or unconscious selections at the point of decision.*

Daily Quality Physical Activity

Work that establishes and supports (through policy, systems and/or environmental changes) daily, quality time for age- and ability-appropriate physical activity and encourages individuals to meet the Physical Activity Guidelines for Americans. *At early childhood centers, preschools and school sites, it is particularly important that quality structured physical activity, active free play (recess) and physical education (at schools) be provided for all students/children on a daily basis.*

PSE Levels

Site Level: *Targeted SNAP-Ed allowable activities to establish, implement and sustain written policies, systems and environmental changes through comprehensive programming at the site level, and adaptable for each specific location (e.g. at a food pantry or school).*

Riverside Unified School District – FFY2020-2022 Integrated Work Plan Supplemental Nutrition Assistance Program-Education (SNAP-Ed) / CalFresh Healthy Living grant

Organizational Level: *Targeted SNAP-Ed allowable activities to establish, implement and sustain written policies, systems and environmental changes at the multi-site level. Organization level efforts would include work at a school district, park district or food bank meant to influence multiple sites under their jurisdiction.*

Funding Priorities

- 1) Increase access to and consumption of healthy foods and beverages, with an emphasis on increasing consumption of water.
- 2) Decrease access to and consumption of less healthy foods and beverages, with an emphasis on decreasing consumption of Sugar Sweetened Beverages (SSBs).
- 3) Increase physical activity.

Population Served

SNAP-Ed eligible Californians with annual household incomes at or below 185 percent of the Federal Poverty Level (FPL) and populations disproportionately impacted by obesity and chronic diseases related to diet and physical activity.

Site List

Prior to conducting SNAP-Ed activities at a site, the subcontractor shall verify the site qualifies using one of the approved targeting methodologies below. Once verified, the subcontractor will request RUHS-PH to add the site to the Riverside County site list.

- **Free and Reduced Price Meal Data (*School settings*)**
 - Schools where at least 50 percent of children in the school receive free and reduced priced meals.
- **Means-Tested Settings (Head Start)**
 - Means-tested settings are qualified by the population they serve and not by their physical location. These sites offer a high likelihood of reaching individuals eligible for CalFresh while they are seeking other services.

Educational Materials and Resources

All educational materials, resources and curriculum shall be SNAP-Ed approved and appropriate for the intended SNAP-Ed audience (considering age, ability, language, interest, etc). Each activity will list the approved curriculum, toolkit, and/or resources used.

Annual Reporting Expectations

1. Biannual Progress Report

Subcontractor will be required to submit to RUHS-PH a Mid-Year Report due early April and Year End Report due early October.

**Riverside Unified School District – FFY2020-2022 Integrated Work Plan
Supplemental Nutrition Assistance Program-Education (SNAP-Ed) /
CalFresh Healthy Living grant**

2. PEARS

Subcontractor must use the online Program Evaluation and Reporting System (PEARS) to provide information necessary to complete the federally required Education and Administrative Reporting System (EARS) reporting, as well as to report additional program and evaluation activities and outcomes of interest to California SNAP-Ed.

PEARS is designed to link data with local, state, and national objectives, allowing RUHS-PH and subcontractors to more effectively measure and report program impact.

All PEARS reporting must be completed during the Federal Fiscal Year (October 1 – September 30) to which it relates, and should be kept current on a monthly basis, at minimum.

Subcontractor will report their activities in the following six PEARS modules:

- **PSE**

Subcontractor must use the PSE module to track efforts to make policy, system, and environment (PSE) changes at all stages from planning to maintenance. This module should be completed for all sites and organizations that are involved in SNAP-Ed supported PSE efforts, and include sustainability and reflection.

- **Program Activities**

Subcontractor must report all direct education activities in the Program Activities module. Direct education takes place when a participant is actively engaged in the learning process with an educator and/or interactive media within an evidence-based intervention. Program Activities entries require session dates and length, participant demographics, and information about program objectives.

- **Indirect Activities**

Subcontractor must report all distribution of information and resources, including any mass communications, community events, posters, advertisements, and materials distributions that are not considered direct education in the Indirect Activities module.

- **Success Stories**

Subcontractor must submit at least one PSE-related success story annually. The story should relate to PSE efforts that happened during the Federal Fiscal Year in which it took place and follow the instructions provided by RUHS-PH.

- **Partnerships**

Subcontractor must use this module to report any non-funded, unobligated partners that willingly donate free materials or services, in direct support for CalFresh Healthy Living activities or PSE efforts.

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- **Coalitions**

Subcontractor must use this module to report any multi-sector coalition activities or other relevant collective impact initiatives with a robust variety of partners contributing.

3. Assessment Tool Data

Site level assessment tools are intended to assist with program planning and can be useful to assess changes in institutional policies and practices over time. Assessment tools for priority settings will be made available to the subcontractor for schools and preK.

All subcontractors must complete an annual assessment of all sites where they are doing site-level PSE SNAP-Ed work in all settings for which standardized assessment tools are made available.

4. Impact and Outcome Evaluation (IOE)

Subcontractor must collect pre and post behavioral outcome data on two intervention and two comparison sites using the *Eating and Activity Tool for Students (EATS)* survey. Subcontractor must use standard assessment tools in intervention and comparison sites prior to delivering education, and document intervention efforts in PEARS and any other reporting form determined by RUHS-PH. Subcontractor is encouraged to evaluate their most potentially impactful interventions, which should include both education and PSE components. Annually in late June, subcontractor will submit data files with IOE report and the upcoming IOE plan to RUHS-PH.

**Riverside Unified School District – FFY2020-2022 Integrated Work Plan
Supplemental Nutrition Assistance Program-Education (SNAP-Ed) /
CalFresh Healthy Living grant**

Section B: Integrated Work Plan (FFY2020 – FFY2022)

LEARN DOMAIN

(Activities to be conducted in Riverside Unified School District schools.)

- Setting:** Schools
Early Childhood Education (*PreK*)
- PSE Strategy:** Access to Healthy Foods
Behavioral Economics
Daily Quality Physical Activity
- PSE Sub-Strategy:** Healthy Procurement
Capacity Building for Food Distribution
Site or Organizational Wellness Policy
Places that Sell or Distribute Food and Beverages
Gardens
Water Access and Appeal
Stencils
Physical Activity in Schools (non-PE)
Improving Physical Education in Schools
- PSE Level:** Site and Organizational Level
- Goal:** Over three years, conduct activities at the same four elementary schools, two intervention schools and two control schools. Match at least 60 surveys per site per year. (*Annually, match 120 intervention surveys and 120 control surveys.*)
- At the IOE intervention schools and other schools (no control schools), reach 3,600 students through PSE Strategy/Sub-Strategy efforts. (*Annually, reach 1,200 students.*)
- At the IOE intervention schools and other schools (no control schools), reach at least 1,500 students and/or parents with direct education. (*Annually, reach an average of 500 students and/or parents.*)
- At non-participating IOE sites, reach another 2,400 students in the district through PSE Strategy/Sub-Strategy efforts. (*Annually, reach 800 students.*)

**Riverside Unified School District – FFY2020-2022 Integrated Work Plan
Supplemental Nutrition Assistance Program-Education (SNAP-Ed) /
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ACTIVITY DESCRIPTION

ASSESSMENT (ASMT)

Annually, conduct pre and post Site Level Assessment Questionnaire (SLAQ) of the four IOE schools and PSE schools.

Annually, administer the Eating and Activity Tool for Students (EATS) pre & post-survey to 4th and 5th grade students participating in the IOE intervention and control sites. Pre-survey must be administered prior to any intervention at the intervention schools and as close to, the beginning of the school year while the post survey must be administered towards the end of the school year at the intervention and control schools.

Resources/ Materials: SLAQ, Smarter Lunchroom Scorecard or other approved assessment tool, EATS Pre & Post-survey

Evaluation Type: Process (PEARS), Formative, IOE

Documentation/Deliverable: SLAQ results, Smarter Lunchroom Scorecard or other Assessment results, EATS Pre & Post-survey

COMMUNITY ENGAGEMENT (CE)

- a) Annually, identify at least one champion (teachers/site representatives and/or involved parents or students) at the intervention sites and present assessment results from school questionnaires or evaluation tools. Educate on the benefits of daily physical activity, water access, Smarter Lunchrooms Movement (SLM), food recovery and redistribution, reducing school food waste, and/or district or site-level wellness standards and policies. Educate and engage champion in planning, implementation and maintenance of schools gardens. Use gardens to provide garden education, fresh fruit and vegetable tasting, and increasing opportunity for healthy food access. Gardens are an environmental change strategy when they are new, expanded, reinvigorated or actively maintained.
- b) Annually, identify one key decision-maker (District administrators, principals/food service directors and subject-area specialists) at the intervention sites and present assessment results. Educate on the benefits of school gardens, daily physical activity, water access, Smarter Lunchrooms, food recovery and redistribution, reducing school food waste, and/or district or site-level wellness standards and policies. Leverage relationships to engage key leaders and gain support for existing or additional PSE efforts, training and/or coordination of partners.
- c) Annually, gather school community feedback from parents, students, teachers, and/or administrators at the intervention sites on the needs and desires of the school community as well as facilitators and barriers related to daily physical activity, water access, Smarter Lunchrooms Movement, food recovery and redistribution, reducing school food waste, and/or district or site-level wellness policies, and gardens. Incorporate local champions and community members' vision and high priority needs into the project planning by engaging them through meetings, listening sessions, surveys, etc.

**Riverside Unified School District – FFY2020-2022 Integrated Work Plan
Supplemental Nutrition Assistance Program-Education (SNAP-Ed) /
CalFresh Healthy Living grant**

- d) Meet, share and/or gather data from assessments, community engagement activities, implementation progress, successes, solutions for challenges, and report results with community stakeholders such as wellness committees, parent/teacher associations and County Nutrition Action Partnership (CNAP). Engage partners with common goals to leverage relationships, support and funding opportunities. Recognize school-based champions with key stakeholders and partners.

Resources/ Materials: SLAQ, Smarter Lunchroom Scorecard or other approved assessment tool

Evaluation Type: Process (PEARS)

Documentation/Deliverable: Meeting agenda, notes and/or sign-in sheet

COORDINATION and COLLABORATION: Partnerships & Coalitions (C&C)

- a) Establish, cultivate and maintain relationships with funded and unfunded partners (such as farmers/gleaners, pantries, Dairy Council, UCCE Master Gardeners, EFNEP, grocers, fitness experts, city departments, waste resources, environmental health, water districts, Safe Routes to School, universities, etc.) to plan and implement assessment, intervention or maintenance of training and PSE efforts for school nutrition and physical activity initiatives. Make community connections with school administrators as appropriate. Engage representatives from the school community (parents, students, teachers and/or staff) to support PSE efforts.
- b) Work with CNAP partners, school wellness committees, parent or student groups, cafeteria or maintenance departments, to facilitate training and continued support/maintenance of PSE efforts.

Evaluation Type: Process (PEARS)

Documentation/Deliverable: Meeting agenda, notes and/or sign-in sheet

TRAINING & TECHNICAL ASSISTANCE (T&T)

Provide training and/or technical assistance to school teachers, food service staff, maintenance/custodial staff, students, volunteers, parent ambassadors, and/or before and after school staff at the two intervention school sites to support nutrition education and physical activity promotion. Where possible, provide training and technical assistance in behavioral economics, SLM and school gardens. Offer nutrition and physical activity training for utilization of SNAP-Ed approved curricula and materials; including Sports, Play & Active Recreation for Kids (SPARK), Coordinated Approach to Child Health (CATCH), and other methods of PSE support for student learning and engagement.

Resources/ Materials: SNAP-Ed approved materials

Evaluation Type: Process (PEARS)

Documentation/Deliverable: Training agenda, sign-in sheet and/or email

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DIRECT EDUCATION

Annually, provide evidence-based nutrition education classes using a SNAP-Ed approved curricula to teach students about healthy eating and physical activity promotion. At the two IOE intervention schools, invite parents to participate in a nutrition class series. Where possible, include nutrition education that targets consumption of water in place of sugary beverages and promotes physical activity.

Resources/ Materials: SNAP-Ed approved curricula

Evaluation Type: Process (PEARS)

Documentation/Deliverable: Class summary form

INDIRECT EDUCATION

Annually, distribute or display information and resources at the two IOE intervention sites and other school sites where physical activity promotion and PSE efforts are being conducted to increase awareness of healthy eating and active living. Support CalFresh Healthy Living re-branding.

Communicate through various appropriate channels (school newsletters, health fairs, flyers, posters, nutrition corners, websites, social media, recipe cards/handouts, etc.). Participate in Healthy Snack Day and RYD Day and other school-based events. Utilize indirect education strategies to engage & empower students, teachers and parents to implement changes at school and at home.

Resources/ Materials: SNAP-Ed approved materials

Evaluation Type: Process (PEARS)

Documentation/Deliverable: School event form & flyer, Screen shot for digital messages

Exhibit B - Budget
FFY 2020 CalFresh Healthy Living Budget

Organization Name: (CDPH) California Dept. of Public Health
 County/Jurisdiction: Riverside University Health System- Public Health
 Contracts/Sub-Grant/Agreement: Riverside Unified School District

Position #	Position Title	Position Name	Classified Time Spent: % of SNAP-Ed Time Spent on Admin/Supp. of Delivery	SNAP-Ed Time Spent: % of SNAP-Ed Time Spent on Direct Supp. of Delivery	Annual Salary	FTE	Total SNAP-Ed Salary	Benefit Rate	Total SNAP-Ed Benefits	SNAP-Ed Admin Costs	Total SNAP-Ed Funded Salary and Benefits
1	Project Coordinator	GINA Lueder			\$ 63,700.00	1.00	\$63,700.00	29.06%	\$18,511.22	\$8,221.12	\$82,211.22
2	Nutritionist/Nutrition Educator/Nutrition Aide	Sarah Tomlinson			\$ 30,384.00	0.90	\$27,345.60	8.52%	\$2,411.88	\$2,975.75	\$29,757.48
3							\$0.00		\$0.00	\$0.00	\$0.00
4							\$0.00		\$0.00	\$0.00	\$0.00
							\$91,046		\$20,923	\$11,197	\$111,969

* Provide narrative in Budget Justification column for Benefit Rates over 90%

Definition and basis for calculations of benefit rate(s):
 (Describe what is covered in the benefit rate for your agency)

Includes payroll taxes, medical/dental benefits, and retirement as a percentage of salaries

FFY 2020 CalFresh Healthy Living Budget

Organization Name: COPIH California Dept. of Public Health
 County/Jurisdiction: Orange County Health System - Public Health
 Contract/Sub-Grant/Agreement: Quintana Unified School District

Travel - In-State												
Line Item	Position Title/Name	Location	Description and Justification	Days	Rate	Days	Miles	Per Diem	Lodging	Air	Other	Total
1	All Position/All Staff	Local	Travel for COVID-19 related activities including training, meetings, conferences, airport travel, etc. Designated expenses determined by meeting, activity, and training costs.	110	1.50						12	\$2,244.00
2	Project Coordinator - Cande Linder and Sarah Tomlinson	Southern CA, Orange County	Travel for COVID-19 related activities including training, meetings, conferences, airport travel, etc. Designated expenses determined by meeting, activity, and training costs.	2	2	3	2	\$48.00	\$120.00			\$456.00
3												\$0.00
4												\$0.00
Total In-State Travel												\$2,700.00

* Lodging costs include taxes, reimbursement at COPIH rates.
 * Provide narrative in Description and Justification column describing all expenses for each budget line item.

Travel - Out-of-State												
Line Item	Position Title/Name	Location	Description and Justification	Days	Rate	Days	Miles	Per Diem	Lodging	Air	Other	Total
1	N/A											\$0.00
2												\$0.00
3												\$0.00
4												\$0.00
Total Out-of-State Travel												\$0.00

* Lodging costs include taxes, reimbursement at COPIH rates.
 * Provide narrative in Description and Justification column describing all expenses for each budget line item.

Total Travel: \$2,700

FFY 2020 CalFresh Healthy Living Budget

Organization Name: (CDPH) California Dept. of Public Health
 State Level Project: Riverside University Health System- Public Health
 Contracts/Sub-Grant/Agreement: Riverside Unified School District

Non-Capital Equipment/Supplies:							
Item #	Budget Item	Description and Justification	FTE	Cost Per Item	# of Items	Total	Support Budget Code
1	Office Supplies	Paper, folders, binders, staples, clips, pens, storage boxes, shelving, etc., Ink Cartridges, Black & Color	1.9	\$42.61	1	\$81.00	
2						\$0.00	
3						\$0.00	
4	N/A					\$0.00	
5						\$0.00	
6						\$0.00	
Total Non-Capital Equipment/Supplies:						\$81	

* Provide narrative in Description and Justification column describing all expenses for each budget line item

Materials:							
Item #	Budget Item	Description and Justification	Cost per Item	# of Items	Total	Support Budget Code	
1	Food Demonstration Ingredients	Food for class taste testing and food demonstrations; Ingredients of NEOP approved recipes	\$0.15	900	\$135.00		
2	Food Demonstration Materials	Supplies for classes and food demonstrations; small plates, forks, napkins, serving bowls, serving spoons, etc.	\$0.10	990	\$99.00		
3	Printing Costs	Paper for printing flyers, EDE surveys, worksheets, etc.	\$30.00	30	\$600.00		
4	Food Handler Cards	Employees must have a current Food Handler Certificate for handling/preparing food for food demos. Ginko Lueder and Sarah Tomlinson	\$27.00	2	\$54.00		
5	Physical Activity Materials	Purchase NEOP approved physical activity materials	\$34.62	100	\$3,462.00		
6					\$0.00		
7					\$0.00		
Total Materials:						\$4,350	

* Provide narrative in Description and Justification column describing all expenses for each budget line item

Building/Space:							
Item #	Location Name/Address	Calculation Description	FTE	Cost per Month	# of Month(s)	Total	Support Budget Code
1	N/A					\$0.00	
2						\$0.00	
3						\$0.00	
Total Building/Space:						\$0	

* Provide narrative in Calculation Description column describing the calculation for each budget line item

Maintenance:							
Item #	Location Name/Address	Calculation Description	FTE	Cost per Month	# of Month(s)	Total	Support Budget Code
1	N/A					\$0.00	
2						\$0.00	
3						\$0.00	
Total Maintenance:						\$0	

* Provide narrative in Calculation Description column describing the calculation for each budget line item

FFY 2020 CalFresh Healthy Living Budget

Equipment and Other Capital Expenditures (Items that are \$5,000 or more):								Program Dollars
Item #	Budget Item	Description and Justification	FTE	Cost per Item	# of Item(s)	Misc.	Total	
1	N/A						\$0.00	
2							\$0.00	
3							\$0.00	
Total Equipment and Other Capital Expenditures:							\$0	

* Provide narrative in Description and Justification column describing all expenses for each budget line item

Contracts/Sub-Grants/Agreements:					Program Dollars
Item #	Organization Name	Description of Service(s)		Total Grant	
A	N/A				
B					
C					
1	N/A				
2					
3					
Total Contracts/Sub-Grants/Agreements:				\$0	

* Provide narrative in Description of Service(s) column summarizing the work that will be performed for each budget line item

Total Direct Costs: \$120,000

Indirect Costs:					Program Dollars
Item #	Indirect Cost Rate	Calculation Method	Total Admin/Program Dollars	Total	
1	N/A			\$0.00	
Total Indirect Costs:				\$0	

* Provide narrative in the Calculation Method column explaining the line items included in the calculation

Total Budget: \$120,000

**Exhibit D
Special Terms and Conditions**

(For Subvention/Local Assistance Agreements)

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.
- (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,

Exhibit D
Special Terms and Conditions

employees, or agents engaged in awarding procurement contracts. No employee, officer, or agent shall participate in the selection, award, or administration of a procurement, or bid contract in which, to his or her knowledge, he or she has a financial interest.

- (b) Procurements shall be conducted in a manner that provides, to the maximum extent practical, open, and free competition.
- (c) Procurements shall be conducted in a manner that provides for all of the following:
 - [1] Avoid purchasing unnecessary or duplicate items.
 - [2] Equipment solicitations shall be based upon a clear and accurate description of the technical requirements of the goods to be procured.
 - [3] Take positive steps to utilize small and veteran owned businesses.
- d. Unless waived or otherwise stipulated in writing by CDPH, prior written authorization from the appropriate CDPH Program Contract Manager will be required before the Contractor will be reimbursed for any purchase **exceeding** \$2,500 or more for commodities, supplies, equipment, and services related to such purchases. The Contractor must provide in its request for authorization all particulars necessary, as specified by CDPH, for evaluating the necessity or desirability of incurring such costs. The term "purchase" excludes the purchase of services from a subcontractor and public utility services at rates established for uniform applicability to the general public.
- e. In special circumstances, determined by CDPH (e.g., when CDPH has a need to monitor certain purchases, etc.), CDPH may require prior written authorization and/or the submission of paid vendor receipts for any purchase, regardless of dollar amount. CDPH reserves the right to either deny claims for reimbursement or to request repayment for any Contractor purchase that CDPH determines to be unnecessary in carrying out performance under this Agreement.
- f. The Contractor must maintain a copy or narrative description of the procurement system, guidelines, rules, or regulations that will be used to make purchases under this Agreement. The State reserves the right to request a copy of these documents and to inspect the purchasing practices of the Contractor at any time.
- g. For all purchases, the Contractor must maintain copies of all paid vendor invoices, documents, bids and other information used in vendor selection, for inspection or audit. Justifications supporting the absence of bidding (i.e., sole source purchases) shall also be maintained on file by the Contractor for inspection or audit.

2. Equipment Ownership / Inventory / Disposition

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

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

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

Exhibit D
Special Terms and Conditions

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

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

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

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

- (a) Include in the inventory report, equipment and/or property in the Contractor's possession and/or in the possession of a subcontractor (including independent consultants).
 - (b) Submit the inventory report to CDPH according to the instructions appearing on the inventory form or issued by the CDPH Program Contract Manager.
 - (c) Contact the CDPH Program Contract Manager to learn how to remove, trade-in, sell, transfer or survey off, from the inventory report, expired equipment and/or property that is no longer wanted, usable or has passed its life expectancy. Instructions will be supplied by CDPH's Asset Management Unit.
- b. Title to state equipment and/or property shall not be affected by its incorporation or attachment to any property not owned by the State.
 - c. Unless otherwise stipulated, CDPH shall be under no obligation to pay the cost of restoration, or rehabilitation of the Contractor's and/or Subcontractor's facility which may be affected by the removal of any state equipment and/or property.
 - d. The Contractor shall maintain and administer a sound business program for ensuring the proper use, maintenance, repair, protection, insurance and preservation of state equipment and/or property.
 - (1) In administering this provision, CDPH may require the Contractor to repair or replace, to CDPH's satisfaction, any damaged, lost or stolen state equipment and/or property. Contractor shall immediately file a theft report with the appropriate police agency or the California Highway Patrol and Contractor shall promptly submit one copy of the theft report to the CDPH Program Contract Manager.
 - e. Unless otherwise stipulated by the program funding this Agreement, equipment and/or property purchased/reimbursed with agreement funds or furnished by CDPH under the terms of this

Exhibit D
Special Terms and Conditions

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

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

g. **Motor Vehicles**

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

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

Automobile Liability Insurance

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

Exhibit D
Special Terms and Conditions

- (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.
- (f) The Contractor is hereby advised that copies of certificates of insurance may be subject to review and approval by the Department of General Services (DGS), Office of Risk and Insurance Management. The Contractor shall be notified by CDPH, in writing, if this provision is applicable to this Agreement. If DGS approval of the certificate of insurance is required, the Contractor agrees that no work or services shall be performed prior to obtaining said approval.
- (g) In the event the Contractor fails to keep insurance coverage, as required herein, in effect at all times during vehicle possession, CDPH may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event.

3. Subcontract Requirements

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

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

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

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

4. Income Restrictions

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

5. Site Inspection

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

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6. Intellectual Property Rights

a. Ownership

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

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CDPH all rights, title and interest in Intellectual Property made, conceived, derived from, or reduced to practice by the subcontractor, Contractor or CDPH and which result directly or indirectly from this Agreement or any subcontract.

- (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

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and set apart from other matter on the page where it appears. Audio productions shall contain a similar audio notice of copyright.

d. Patent Rights

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

e. Third-Party Intellectual Property

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

f. Warranties

(1) Contractor represents and warrants that:

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

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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.

g. Intellectual Property Indemnity

- (1) Contractor shall indemnify, defend and hold harmless CDPH and its licensees and assignees, and its officers, directors, employees, agents, representatives, successors, and users of its products, ("Indemnitees") from and against all claims, actions, damages, losses, liabilities (or actions or proceedings with respect to any thereof), whether or not rightful, arising from any and all actions or claims by any third party or expenses related thereto (including, but not limited to, all legal expenses, court costs, and attorney's fees incurred in investigating, preparing, serving as a witness in, or defending against, any such claim, action, or proceeding, commenced or threatened) to which any of the Indemnitees may be subject, whether or not Contractor is a party to any pending or threatened litigation, which arise out of or are related to (i) the incorrectness or breach of any of the representations, warranties, covenants or agreements of Contractor pertaining to Intellectual Property; or (ii) any Intellectual Property infringement, or any other type of actual or alleged infringement claim, arising out of CDPH's use, reproduction, manufacture, sale, offer to sell, distribution, import, export, modification, public and private performance/display, license, and disposition of the Intellectual Property made, conceived, derived from, or reduced to practice by Contractor or CDPH and which result directly or indirectly from this Agreement. This indemnity obligation shall apply irrespective of whether the infringement claim is based on a patent, trademark or copyright registration that issued after the effective date of this Agreement. CDPH reserves the right to participate in and/or control, at Contractor's expense, any such infringement action brought against CDPH.
- (2) Should any Intellectual Property licensed by the Contractor to CDPH under this Agreement become the subject of an Intellectual Property infringement claim, Contractor will exercise its authority reasonably and in good faith to preserve CDPH's right to use the licensed Intellectual Property in accordance with this Agreement at no expense to CDPH. CDPH shall have the right to monitor and appear through its own counsel (at Contractor's expense) in any such claim or action. In the defense or settlement of the claim, Contractor may obtain the right for CDPH to continue using the licensed Intellectual Property; or, replace or modify the licensed Intellectual Property so that the replaced or modified Intellectual Property becomes non-infringing provided that such replacement or modification is

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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.

h. Survival

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

7. Prior Approval of Training Seminars, Workshops or Conferences

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

8. Confidentiality of Information

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

- a. Protect from unauthorized disclosure names and other identifying information concerning persons either receiving services pursuant to this Agreement or persons whose names or identifying information become available or are disclosed to the Contractor, its employees, agents, or subcontractors as a result of services performed under this Agreement, except for statistical information not identifying any such person.
- b. Not use such identifying information for any purpose other than carrying out the Contractor's obligations under this Agreement.
- c. Promptly transmit to the CDPH Contract Manager all requests for disclosure of such identifying information not emanating from the client or person.
- d. Not disclose, except as otherwise specifically permitted by this Agreement or authorized by the client, any such identifying information to anyone other than CDPH without prior written authorization from the CDPH Contract Manager, except if disclosure is required by State or Federal law.
- e. For purposes of this provision, identity shall include, but not be limited to name, identifying number, symbol, or other identifying particular assigned to the individual, such as finger or voice print or a photograph.

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- 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

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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.)

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.

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- (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. 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).

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(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.
- E. Upon receipt of a notice of termination or cancellation, the Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent agreement costs.
- F. In the event of early termination or cancellation, the Contractor shall be entitled to compensation for services performed satisfactorily under this agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this agreement.

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

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Information Privacy and Security Requirements
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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

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impacts the confidentiality, availability or integrity of CDPH PCI; or

4. any event that is reasonably believed to have compromised the confidentiality, integrity, or availability of an information asset, system, process, data storage, or transmission. Furthermore, an information security incident may also include an event that constitutes a violation or imminent threat of violation of information security policies or procedures, including acceptable use policies.
- G. Use: "Use" means the sharing, employment, application, utilization, examination, or analysis of information.
- IV. Disclosure Restrictions: The Contractor and its employees, agents, and subcontractors shall protect from unauthorized disclosure any CDPH PCI. The Contractor shall not 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.

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- 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.

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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

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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.

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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, 5 th 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, 5 th 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 as 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

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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 PCIs to be of historical interest, it may require the Contractor to forward such records to USDA or any unit thereof whenever the Contractor is disposing of them.
- B. Obligations Continue Until Return or Destruction: 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.

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- 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.

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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.

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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.

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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.

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- 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.