

**SUBCONTRACT AGREEMENT
BETWEEN THE COUNTY OF TEHAMA
AND
CHICO STATE ENTERPRISES - CENTER FOR HEALTHY COMMUNITIES**

This agreement is entered into between the County of Tehama, through its Health Services Agency, (“County”) and Chico State Enterprises - Center for Healthy Communities, a California non-profit public benefit corporation and an auxiliary organization of California State University, Chico (“Subcontractor”) for the purpose of providing Registered Dietitian services to the Woman, Infants, and Children (WIC) program.

1. RESPONSIBILITIES OF SUBCONTRACTOR

During the term of this agreement, subcontractor shall:

- A. provide services as outlined in the Scope of Work (SOW), attached hereto, and referred to collectively as Exhibit B.
- B. ensure that their employees complete all required trainings, as outlined in the “Required Trainings for Employees”, attached hereto, and referred to collectively as Exhibit C.
- C. adhere to the information privacy and security requirements, as outlined in the “Information Privacy and Security Requirements”, attached hereto, and referred to collectively as Exhibit D.

2. RESPONSIBILITIES OF THE COUNTY

County shall compensate Subcontractor for said services pursuant to Section 3 and 4 of this agreement.

3. COMPENSATION

For work satisfactorily performed in accordance with the terms of this Agreement, as reasonably determined by County, Subcontractor shall invoice County at the actual cost incurred. The Maximum Compensation payable under this Agreement shall not exceed \$98,713.00, per Exhibit E. The Compensation amount for May 1, 2026, through September 30, 2026, shall not exceed

\$27,271.00; the Compensation amount for October 1, 2026, through September 30, 2027, shall not exceed \$35,721.00; and the Compensation amount for October 1, 2027, through September 30, 2028, shall not exceed \$35,721.00. Subcontractor shall only be entitled to payment for actual expenditures incurred and documented. Subcontractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred, or incidental to performance hereunder, except as specified herein. Subcontractor shall have no claim against County for payment of any compensation or reimbursement, of any kind whatsoever, for any service provided by Subcontractor after the expiration or other termination of this Agreement. Subcontractor shall not be paid any amount in excess of the Maximum Compensation amount set forth above, and Subcontractor agrees that County has no obligation, whatsoever, to compensate or reimburse Subcontractor for any expenses, direct or indirect costs, expenditures, or charges of any nature by Subcontractor that exceed the Maximum Compensation amount set forth above. Should Subcontractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. This provision shall survive the expiration or other termination of this Agreement.

4. BILLING AND PAYMENT

Subcontractor shall submit a quarterly invoice (Exhibit F) to County at the address listed within 30 (Thirty) days of the end of each quarter. For purposes of this agreement, the term “quarter” is defined as 3 (Three) month time periods ending December 31, March 31, June 30, and September 30th for the term that this agreement remains in effect. County shall make payment of all undisputed amounts within 30 days of receipt of Subcontractor’s statement.

5. TERM OF AGREEMENT

This agreement shall commence on May 1, 2026, or date of full execution, whichever is later, and shall terminate September 30, 2028, unless terminated in accordance with section 6 below.

6. TERMINATION OF AGREEMENT

If Subcontractor fails to perform his/her duties to the satisfaction of the County, or if Subcontractor fails to fulfill in a timely and professional manner his/her obligations under this agreement, or if Subcontractor violates any of the terms or provisions of this agreement, then the

County shall have the right to terminate this agreement effective immediately upon the County giving written notice thereof to the Subcontractor. Either party may terminate this agreement on 90 days' written notice. County shall pay Subcontractor for all work satisfactorily completed as of the date of notice. County may terminate this agreement on 90 days' written notice should funding cease or be materially decreased or should the Tehama County Board of Supervisors fail to appropriate sufficient funds for this agreement in any fiscal year.

The County's right to terminate this agreement may be exercised by the Health Services Agency's Executive Director.

7. **ENTIRE AGREEMENT; MODIFICATION**

This agreement for the services specified herein supersedes all previous agreements for these services and constitutes the entire understanding between the parties hereto. Subcontractor shall be entitled to no other benefits other than those specified herein. No changes, amendments, or alterations shall be effective unless in writing and signed by both parties. Subcontractor specifically acknowledges that in entering into, and executing this agreement, Subcontractor relies solely upon the provisions contained in this agreement and no other oral or written representation.

8. **NONASSIGNMENT OF AGREEMENT**

Inasmuch as this agreement is intended to secure the specialized services of Subcontractor, Subcontractor may not assign, transfer, delegate, or sublet any interest herein without the prior written consent of the County.

9. **EMPLOYMENT STATUS**

Subcontractor shall, during the entire term of this agreement, be construed to be an independent contractor and nothing in this agreement is intended nor shall be construed to create an employer-employee relationship, a joint venture relationship, or to allow County to exercise discretion or control over the professional manner in which Subcontractor performs the services which are the subject matter of this agreement; provided always, however, that the services to be provided by Subcontractor shall be provided in a manner consistent with the professional

standards applicable to such services. The sole interest of the County is to ensure that the services shall be rendered and performed in a competent, efficient, and satisfactory manner. Subcontractor shall be fully responsible for payment of all taxes due to the State of California or the Federal government, which would be withheld from compensation of Subcontractor, if Subcontractor were a County employee. County shall not be liable for deductions for any amount for any purpose from Subcontractor's compensation. Subcontractor shall not be eligible for coverage under County's Workers Compensation Insurance Plan nor shall Subcontractor be eligible for any other County benefit.

10. INDEMNIFICATION

Subcontractor shall defend, hold harmless, and indemnify Tehama County, its elected officials, officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of County), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of County) being damaged, arising out of contractor's performance of work hereunder or its failure to comply with any of its obligations contained in this agreement, whether by negligence or otherwise. Subcontractor shall, at its own expense, defend any suit or action founded upon a claim of the foregoing.

County shall defend, hold harmless, and indemnify Subcontractor, California State University, Chico, Trustees of the CSU, its officers, employees, agents, and volunteers against all claims, suits, actions, costs, expenses (including but not limited to reasonable attorney's fees of Subcontractor), damages, judgments, or decrees by reason of any person's or persons' injury, including death, or property (including property of Subcontractor) being damaged by the negligent acts, willful acts, or errors or omissions of County, or any person employed by or under County in any capacity, during the provision of services provided for herein, except when the injury or loss is caused by the negligence or intentional wrongdoing of Subcontractor.

Subcontractor shall also defend and indemnify County against any adverse determination made by the Internal Revenue Service or the State Franchise Tax Board and/or any other taxing or regulatory agency against the County with respect to Subcontractor's "independent contractor"

status that would establish a liability for failure to make social security or income tax withholding payments, or any other legally mandated payment.

Subcontractor shall defend and indemnify Tehama County for any recoupment of funding resulting from periodic audit by the State of California, or United States of America and arising from Subcontractor's negligent acts, willful acts, or errors or omissions or such acts of Subcontractor's subcontractors, any person employed under Subcontractor, or under any subcontractor. Should County become subject to such recoupment Subcontractor shall reimburse County for recouped funds in proportion to Subcontractor's share of audit exceptions to the total audit exceptions charged against County.

11. INSURANCE

Subcontractor shall procure and maintain insurance pursuant to Exhibit A, "Insurance Requirements For Contractor," attached hereto and incorporated by reference.

12. NON-DISCRIMINATION

Subcontractor shall not employ discriminatory practices in the treatment of persons in relation to the circumstances provided for herein, including assignment of accommodations, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, or sexual orientation.

13. GREEN PROCUREMENT POLICY

Through Tehama County Resolution No. 2021-140, the County adopted the Recovered Organic Waste Product Procurement Policy (available upon request) to (1) protect and conserve natural resources, water and energy; (2) minimize the jurisdiction's contribution to pollution and solid waste disposal; (3) comply with state requirements as contained in 14 CCR Division 7, Chapter 12, Article 12 (SB 1383); (4) support recycling and waste reduction; and (5) promote the purchase of products made with recycled materials, in compliance with the California Integrated Waste Management Act of 1989 (AB 939) and SB1382 when product fitness and quality are equal and they are available at the same or lesser cost of non-recycled products. Subcontractor

Chico, CA 95928
Tel: (530) 898-5700
Fax: (530) 898-6804

Notice shall be deemed to be effective two days after mailing.

18. NON-EXCLUSIVE AGREEMENT

Subcontractor understands that this is not an exclusive agreement, and that County shall have the right to negotiate with and enter into agreements with others providing the same or similar services to those provided by Subcontractor, or to perform such services with County's own forces, as County desires.

19. STANDARDS OF THE PROFESSION

Subcontractor agrees to perform its duties and responsibilities pursuant to the terms and conditions of this agreement in accordance with the standards of the profession for which Subcontractor has been properly licensed to practice.

20. LICENSING OR ACCREDITATION

Where applicable the Subcontractor shall maintain the appropriate license or accreditation for a WIC Registered Dietitian through the life of this contract.

21. RESOLUTION OF AMBIGUITIES

If an ambiguity exists in this Agreement, or in a specific provision hereof, neither the Agreement nor the provision shall be construed against the party who drafted the Agreement or provision.

22. NO THIRD-PARTY BENEFICIARIES

Neither party intends that any person shall have a cause of action against either of them as a third-party beneficiary under this Agreement. The parties expressly acknowledge that is not their intent to create any rights or obligations in any third person or entity under this Agreement. The parties agree that this Agreement does not create, by implication or otherwise, any specific, direct, or indirect obligation, duty, promise, benefit and/or special right to any person, other than

the parties hereto, their successors and permitted assigns, and legal or equitable rights, remedy, or claim under or in respect to this Agreement or provisions herein.

23. HAZARDOUS MATERIALS

Subcontractor shall provide to County all Safety Data Sheets covering all Hazardous Materials to be furnished, used, applied, or stored by Subcontractor, or any of its subcontractors, in connection with the services on County property. Subcontractor shall provide County with copies of any such Safety Data Sheets prior to entry to County property or with a document certifying that no Hazardous Materials will be brought onto County property by Subcontractor, or any of its subcontractors, during the performance of the services. County shall provide Safety Data Sheets for any Hazardous Materials that Contractor may be exposed to while on County property.

24. HARASSMENT

Subcontractor agrees to make itself aware of and comply with the County's Harassment Policy, TCPR §8102: Harassment, which is available upon request. The County will not tolerate or condone harassment, discrimination, retaliation, or any other abusive behavior. Violations of this policy may cause termination of this agreement.

25. COUNTERPARTS, ELECTRONIC SIGNATURES – BINDING

This agreement may be executed in any number of counterparts, each of which will be an original, but all of which together will constitute one instrument. Each Party of this agreement agrees to the use of electronic signatures, such as digital signatures that meet the requirements of the California Uniform Electronic Transactions Act (“CUETA”) Cal. Civil Code §§ 1633.1 to 1633.17), for executing this agreement. The Parties further agree that the electronic signatures of the Parties included in this agreement are intended to authenticate this writing and to have the same force and effect as manual signatures. Electronic signature means an electronic sound, symbol, or process attached to or logically associated with an electronic record and executed or adopted by a person with the intent to sign the electronic record pursuant to the CUETA as amended from time to time. The CUETA authorizes use of an electronic signature for transactions and contracts among Parties in California, including a government agency. Digital

IN WITNESS WHEREOF, County and Contractor have executed this agreement on the day and year set forth below.

Date: 5-22-26

COUNTY OF TEHAMA

Jayne S. Bottke
Jayme S. Bottke, Executive Director

Date: 05/20/2026

CHICO STATE ENTERPRISES – CENTER FOR HEALTHY COMMUNITIES

Susan W Podesta
Susan W Podesta (May 20, 2026 11:22:08 PDT)
Susan W. Podesta, Director of Sponsored Contracts

Standard Form of Agreement – Services adopted 12/08/22

signature means an electronic identifier, created by computer, intended by the party using it to have the same force and effect as the use of a manual signature, and shall be reasonably relied upon by the Parties. For purposes of this section, a digital signature is a type of “electronic signature” as defined in subdivision (i) of Section 1633.2 of the Civil Code. Facsimile signatures or signatures transmitted via pdf document shall be treated as originals for all purposes.

26. DOCUMENTS AND RETENTION

Subcontractor and County agree to retain all documents relevant to this agreement for a minimum of three (3) years from the termination of the agreement or until all audits, Federal and/or state are complete, whichever is later. Upon request, Subcontractor shall make available records to the County, State, or Federal government representatives.

27. EXHIBITS

Contractor shall comply with all provisions of Exhibits A through E, attached hereto and incorporated by reference. In the event of a conflict between the provisions of the main body of this Agreement and any attached Exhibit(s), the main body of the Agreement shall take precedence.

Exhibit A

INSURANCE REQUIREMENTS FOR CONTRACTOR

Subcontractor shall procure and maintain, for the duration of the contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work described herein and the results of that work by Subcontractor, his/her agents, representatives, employees, or subcontractors. At a minimum, Subcontractor shall maintain the insurance coverage, limits of coverage and other insurance requirements as described below.

Commercial General Liability (including operations, products and completed operations)

\$1,000,000 per occurrence for bodily injury, personal injury, and property damage. If coverage is subject to an aggregate limit, that aggregate limit will be twice the occurrence limit, or the general aggregate limit shall apply separately to this project/location.

Automobile Liability

Automobile liability insurance is required with minimum limits of \$1,000,000 per accident for bodily injury and property damage, including owned and non-owned and hired automobile coverage, as applicable to the scope of services defined under this agreement.

Workers' Compensation

If Subcontractor has employees, he/she shall obtain and maintain continuously Workers' Compensation insurance to cover Subcontractor and Subcontractor's employees and volunteers, as required by the State of California, as well as Employer's Liability insurance in the minimum amount of \$1,000,000 per accident for bodily injury or disease.

Professional Liability (Contractor/Professional services standard agreement only)

If Subcontractor is a state-licensed architect, engineer, contractor, counselor, attorney, accountant, medical provider, and/or other professional licensed by the State of California to practice a profession, Subcontractor shall provide and maintain in full force and effect while providing services pursuant to this contract a professional liability policy (also known as Errors and Omissions or Malpractice liability insurance) with single limits of liability not less

than \$1,000,000 per claim and \$2,000,000 aggregate on a claims made basis. However, if coverage is written on a claims-made basis, the policy shall be endorsed to provide coverage for at least three years from termination of agreement.

If Subcontractor maintains higher limits than the minimums shown above, County shall be entitled to coverage for the higher limits maintained by Subcontractor.

All such insurance coverage, except professional liability insurance, shall be provided on an “occurrence” basis, rather than a “claims made” basis.

Endorsements: Additional Insureds

The Commercial General Liability and Automobile Liability policies shall include, or be endorsed to include “Tehama County, its elected officials, officers, employees and volunteers” as an additional insured.

The certificate holder shall be “County of Tehama.”

Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions of \$25,000 or more must be declared to, and approved by, the County. The deductible and/or self-insured retentions will not limit or apply to Subcontractor’s liability to County and will be the sole responsibility of Subcontractor.

Primary Insurance Coverage

For any claims related to this project, Subcontractor’s insurance coverage shall be primary insurance as respects the County, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the County, its officers, officials, employees, or volunteers shall be excess of Subcontractor’s insurance and shall not contribute with it.

Coverage Cancellation

Each insurance policy required herein shall be endorsed to state that “coverage shall not be reduced or canceled without 30 days’ prior written notice certain to the County.”

Acceptability of Insurers

Subcontractor’s insurance shall be placed with an insurance carrier holding a current A.M. Best & Company’s rating of not less than A:VII unless otherwise acceptable to the County. The

County reserves the right to require rating verification. Subcontractor shall ensure that the insurance carrier shall be authorized to transact business in the State of California.

Subcontractors

Subcontractor shall require and verify that all subcontractors maintain insurance that meets all the requirements stated herein.

Material Breach

If for any reason, Subcontractor fails to maintain insurance coverage or to provide evidence of renewal, the same shall be deemed a material breach of contract. County, in its sole option, may terminate the contract and obtain damages from Subcontractor resulting from breach.

Alternatively, County may purchase such required insurance coverage, and without further notice to Subcontractor, County may deduct from sums due to Contractor any premium costs advanced by County for such insurance.

Policy Obligations

Subcontractors' indemnity and other obligations shall not be limited by the foregoing insurance requirements.

Verification of Coverage

Subcontractor shall furnish County with original certificates and endorsements effecting coverage required herein. All certificates and endorsements shall be received and approved by the County prior to County signing the agreement and before work commences. However, failure to do so shall not operate as a waiver of these insurance requirements.

The County reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Exhibit B

Scope of Work

1. Collaborate as part of the Registered Dietitian (RD) team to support and carry out the nutrition education component of the WIC program, including the development, implementation, and evaluation of activities outlined in the WIC Policies & Procedures Manual (WPPM) 130-10.

- a. Nutrition education activities per WPPM 400-09, Nutrition Services Plan (NSP), and WIC WINs.
- b. All guidance provided within the WPPM, NSP, and WIC WINs regarding staff training requirements as the Staff Training Coordinator who ensures staff training is planned, completed and documented within designated timeframes. The Staff Training Coordinator shall follow all guidance provided within the WPPM, Nutrition Services Plan (NSP) and WIC WINs regarding staff training requirements.
- c. The ongoing continuous quality improvement plan (CQI) with WIC Coordinator.
- d. The state or LA nutrition protocols to be used when developing Care Plans, including attending or watching recordings of WIC Leaders in Breastfeeding, Education and Training quarterly webinar.
- e. The nutrition education teaching outlines.
- f. The WIC Nutrition Assistant training and certification process for staff with WIC Coordinator.

2. Perform the following Direct Service Activities

- a. Refer high-risk participants to a provider for medical nutrition therapy (MNT) as necessary; make appropriate referrals to other health-related and social services.
- b. Provide counseling to support the MNT provided by the participant's health care provider.
- c. Develop a Care Plan and/or follow-up plan in WIC WISE that addresses the high-risk condition(s) for high-risk participants, including developing protocols for the education of high-risk participants by any non-RD staff; process and document in WIC WISE all therapeutic formula requests and WIC eligible nutritionals following WPPM 390-10 and 390-20.
- d. Monitor participant records according to LA developed CQI plan.
- e. Assure that all locally developed nutrition education materials for participants contain accurate, reliable, science-based, and culturally appropriate information.
- f. Provide guidance to other staff on decisions to disqualify participants based on lack of indicators of nutrition need or improved status.
- g. Complete trainings as required by the contract, WPPM 190-00 and 1000-30, NSP, and the New Nutritionist and New Coordinator Training Checklist as well as any training requirements that come out in WINs.

Additionally, the **Contractor** will maintain the following requirements throughout the period of this contract:

Requirements:

- a. Possess and maintain the RD credential or the right to use the term 'registered dietitian' as approved by the Commission on Dietetic Registration (CDR) of the Academy of Nutrition and Dietetic (AND).
- b. Upon request, supply Tehama County Health Services Agency with verification of **Contractor's** RD qualifications, such as a copy of current CDR certification card or

other document of certification from the AND, in order to provide CDPH/WIC with verification of qualifications.

- c. Complete the number of continuing education units required to maintain **Contractor's** professional registration with the AND.
- d. Maintain ability to provide RD services in both English and Spanish.
- e. Ensure a response time to Tehama County Health Services Agency staff and client requests within one to two (1-2) business days.
- f. Maintain and provide proof of liability insurance at a minimum of \$1,000,000 per occurrence and \$2,000,000 aggregate of General Liability; \$1,000,000 of Employer Liability; \$1,000,000 per occurrence of Business Automobile Liability (owned, scheduled, non-owned or hired); and Worker's Compensation Insurance as required under California State Law.
- g. Ensure the laptop provided by Tehama County Health Services Agency to the **Contractor** will be made accessible online at Tehama County Health Services Agency's request by email or phone conversation within a reasonable timeframe on the day the request is received for operating system maintenance and software updates.

Exhibit C

Refer to the bottom of this document for descriptions of staff categories.

Annual Trainings

Training Name & Authority	Who must complete	When it must be completed	Resources and Options for completing training
<p>A1. Civil Rights <i>Authority:</i> WPPM 190-20 Contractor Scope of Work (SOW) FNS Instruction 113-1 22 CCR §40693 Civil Rights</p>	<p>All Staff</p>	<p>New staff: within 3 months of hire All staff: every 12 months Make-up training within 30 days for those who miss scheduled date, or within 30 days of returning to work after a leave of any duration</p>	<p>Posted on Local Agency SharePoint Site (LASS) > Staff Training > Civil Rights Page Group session or self-paced Document training completion in the LMS cawiclearning.litmos.com by completing Annual Civil Rights (Self-Paced) Training assessment questions module. (optional)</p>
<p>A2. Code of Conduct: Confidentiality and Conflict of Interest <i>Authority:</i> WPPM 120-10, 140-10, 140-20, 150-10 SOW</p>	<p>All Staff</p>	<p>New staff: within 3 months of hire All staff: every 12 months Make-up training within 30 days for those who miss scheduled date, or within 30 days of returning to work after a leave of any duration</p>	<p>Posted on LASS > Staff Training > Code of Conduct Page Group session or self-paced Document training completion in the LMS cawiclearning.litmos.com by completing Annual Code of Conduct (Self-Paced) Training assessment questions module. (optional)</p>

Training Name & Authority	Who must complete	When it must be completed	Resources and Options for completing training
<p>A3. National Voter Registration Act (NVRA) <i>Authority:</i> WPPM 190-30 SOW</p>	<p>Direct Service</p>	<p>New direct service staff: within 3 months of hire All direct service staff: every 12 months Make-up training within 30 days for those who miss scheduled date, or within 30 days of returning to work after a leave of any duration</p>	<p>Posted on LASS > Staff Training > National Voter Registration Act Page Group session or self-paced Document training completion in the LMS cawiclearning.litmos.com by completing Annual National Voter Registration Act (NVRA) Self-Paced Training assessment questions module. (optional)</p>
<p>A4. Substance Use: Alcohol and Drug Abuse Training <i>a. Initial training</i> <i>b. Refresher annual training</i> <i>Authority:</i> WPPM 190-10 SOW</p>	<p>Nutrition Educators Peer Counselors</p>	<p>a. New staff: within 3 months of hire b. All nutrition educators and peer counselors every 12 months; may substitute a community expert version annually for any staff who have completed the original training</p>	<p>a. Posted on LASS > Staff Training > Substance Use Page Group session or self-paced Document training completion in the LMS cawiclearning.litmos.com by completing Annual Substance Use (Self-Paced) Training assessment questions module. (optional) b. LAs may opt to use a short refresher version, or invite a community partner to provide training, for staff who have previously completed basic training (A4a.). LAs would add local agency-developed updates as appropriate</p>
<p>See also N4 for NSP related trainings</p>			

Breastfeeding

Training Name & Authority	Who must complete	When it must be completed	Resources and Options for completing training
B1. Breastfeeding promotion and support at WIC <i>Authority:</i> WPPM 600-20	All Staff Encouraged for interns, students, & volunteers Direct Service	New staff: • Review LA written BF Promotion Policy within 3 months of hire Review LA written BF Promotion Policy every 12 months New staff: within 3 months of hire	Review: Developed by each LA to reflect LA written policy Developed by each local agency to reflect LA protocols for BF referrals, including referrals for complex BF issues.
B2. Breastfeeding referral training <i>Authority:</i> WPPM 600-30 <i>Nutrition Services Standards (NSS) Standard 8</i>	Direct Service	New staff: within 3 months of hire	There are 2 options for Level 1 USDA WIC BF Curriculum Training available for staff: 1. New Staff: Posted to LASS > Staff Training > Breastfeeding Self-Study User Guide Level 1 OR 2. AK Level 1 USDA Breastfeeding Course is located on cawiclearning.litmos.com

Training Name & Authority	Who must complete	When it must be completed	Resources and Options for completing training
B4. Level 2 USDA WIC BF Curriculum Virtual Training <i>Authority:</i> NSS Standard 8	Nutrition Educators	New staff: within 12 months of hire	Level 2 USDA WIC BF Curriculum Virtual Training morning and afternoon sessions and competency assessments are located on LASS > Staff Training > Breastfeeding
B5. Role of Peer Counselors <i>Authority:</i> WPPM 630-14	Direct Service	Within 6 months of hire (only at LA with Peer Counselor program)	Developed by LA to reflect LA Breastfeeding Peer Counseling (BFPC) referral procedures and the role of the BFPC within the LA
B6. Annual / ongoing breastfeeding updates <i>Authority:</i> WPPM 190-00 <i>Nutrition Services Plan (NSP)</i> NSS Standard 8	Direct Service	Every 12 months: minimum of 4 hours	Selected and provided by LA
B7. Breast pump issuance <i>Authority:</i> WPPM 620-10 WPPM 620-20 NSS Standard 8	Direct Service	Before issuing any pumps or within 12 months of hire	Developed by LA to reflect LA protocols and staffing

Baby Behavior Training Name & Authority	Who must complete	When it must be completed	Resources and Options for completing training
C1. Baby Behavior Basics <i>Authority:</i> WIC WIN 2021-44 WPPM 600-10	Direct Service	Within 12 months of hire	Baby Behavior Basics Course is located on cawiclearning.litmos.com
C2. Baby Behavior Participant Education Training <i>Authority:</i> WIC WIN 2021-44 WPPM 600-10	Nutrition Educators	New staff educators prior to teaching the following mandatory classes: <i>Understanding Your Baby's Behavior</i> or <i>Let's Talk: Newborn Feeding Secrets</i> and <i>Understanding Your Baby's Cues</i>	Staff Training for Participant Education: Prenatal Education and Early Infancy and Staff Training for <i>Let's Talk: Newborn Feeding Secrets</i> . Posted to LASS > Staff Training > Baby Behavior Page

Nutrition Education and Counseling Skills

Training Name & Authority	Who must complete	When it must be completed	Resources and Options for completing training
<p>N1. Participant Centered Education <i>Authority:</i> SOW VENA NSS</p>	<p>Nutrition Educators Encouraged but not required for Peer Counselors</p>	<p>Within 12 months of hire Note: Nutrition Educators new to WIC who are not required to complete the WNA Training in its entirety must receive PCE training by completing WNA Training Task IV or equivalent PCE training.</p>	<p>WNA Training Task IV meets the minimum PCE training requirement for the WNA Trainee. See N2 for additional resources for ongoing PCE training.</p>
<p>N2. Participant Centered Education—modules for use at the local agency <i>Recommended but not required</i></p>	<p>Nutrition Educators (Optional)</p>	<p>These CBT and in-service modules are not mandatory but LAs are encouraged to offer as needed to reinforce PCE principles and practices</p>	<p>Participant Centered Services eLearning modules are located on cawiclearning.litmos.com Posted on LASS > Staff Training > Participant Centered Education PCE Individual In-Service Modules Designed to be facilitated by local agency trainer</p>

Training Name & Authority	Who must complete	When it must be completed	Resources and Options for completing training
<p>N3. WIC Nutrition Assistant (WNA) certification training <i>Authority:</i> WPPM 130-90 SOW</p>	<p>Nutrition Educators</p>	<p>Candidate must complete all tasks prior to receiving certification. Average time needed ranges from 6-12 months Exempt: RD/RDN/RDE/DN/RN are CPAs and do not require WNA Certification. Nutrition competencies must be evaluated, and additional training completed as needed to meet competencies. For WNA manual tasks that are required, refer to New Nutritionist Checklist</p>	<p>Posted to LASS > Staff Training > WNA Training and Resources Page WNA certificate provided by CDPH/WIC must be kept on file at the LA</p>
<p>N4. Nutrition Services Plan (NSP) Training <i>Authority:</i> NSP NSS WPPM 100-02</p>	<p>Nutrition Educators</p>	<p>Requirements included within the NSP Workplan and Handbook</p>	<p>Nutrition Services Plan (NSP) posted to LASS > Nutrition Services Plan Page Any training designated within the NSP must be completed within the Federal Fiscal Year (FFY) for the NSP</p>

Training Name & Authority	Who must complete	When it must be completed	Resources and Options for completing training
<p>N5. Depression Screening <i>Authority:</i> WPPM 700-02</p>	<p>Direct Service</p>	<p>Within 6 months of hire</p>	<p>Posted to LASS > Staff Training > Depression Screening Page Nutrition educators must complete all components of the training. Overview without practice is sufficient for other direct service staff.</p>
<p>N6. Maternal, infant and child Nutrition topics <i>Authority:</i> SOW NSP NSS Standard 7 & 8</p>	<p>Direct Service</p>	<p>Minimum of 8 hours annually, with a minimum of 4 hours breastfeeding topic training (same as B6) and 4 hours of current nutrition topics</p>	<p>Based on a Learning Needs Assessment and staff observations, and emerging nutrition topics. These skill-building and learning opportunities will support staff roles and responsibilities such that they are able to provide accurate and relevant information and education to participants as appropriate. The training content provided is based on the staff member's scope of practice.</p>
<p>N7. Infant Formula Training</p>	<p>Nutrition Educators</p>	<p>Must complete prior to providing infant services</p>	<p>LASS > Staff Training > Infant Formula Basics</p>
<p>N8. Therapeutic Formula Course</p>	<p>All DNs, RDNs, RNs</p>	<p>Must complete prior to authorizing therapeutic formula or WIC Eligible Nutritionals</p>	<p>Therapeutic Formula training course is located on cawiclearning.litmos.com</p>

Basic Skills / WIC Program Operations

Training Name & Authority	Who must complete	When it must be completed	Resources and Options for completing training
<p>S1. WIC WISE Clinic Training</p> <ul style="list-style-type: none"> a. Computer-Based Training (CBT) b. Instructor-Led Training (ILT) or equivalent training <p><i>Authority:</i> SOW</p>	<p>Direct Service</p>	<ul style="list-style-type: none"> a. CBTs – must complete prior to attending ILTs or equivalent training b. ILTs or equivalent training - Within 3 months of hire 	<ul style="list-style-type: none"> a. CBT access is located on cawiclearning.litmos.com b. Register for ILTs on LASS > Staff Training > WIC WISE Page <p>Go to LASS > Staff Training Tile > WIC WISE Page for training options.</p> <p>Equivalent training: covers all topics in CDPH/WIC ILTs and adequately prepares staff to use WIC WISE</p>
<p>S2. WIC WISE Admin Training</p> <ul style="list-style-type: none"> a. Computer-Based Training (CBT) b. Instructor-Led Training (ILT) or equivalent training <p><i>Authority:</i> SOW</p>	<p>All staff who are responsible for WIC WISE admin duties</p>	<ul style="list-style-type: none"> a. CBTs – must complete prior to attending ILTs or equivalent training b. ILTs or equivalent training – complete prior to receiving WIC WISE permissions for access to Admin module 	<ul style="list-style-type: none"> a. CBT access is located on cawiclearning.litmos.com b. Register for ILTs on LASS > Staff Training > WIC WISE Page <p>Go to LASS > Staff Training Tile > WIC WISE Page for training options.</p> <p>Equivalent training: covers all topics in CDPH/WIC ILTs and adequately prepares staff to use WIC WISE</p>

Training Name & Authority	Who must complete	When it must be completed	Resources and Options for completing training
<p>S3. WIC WISE Reporting a. Clinic Module and/or b. Admin Module Authority: WPPM 100-01</p>	<p>Staff who have appropriate roles and permissions to generate WIC WISE reports</p>	<p>Before generating reports in WIC WISE</p>	<p>Materials and recordings posted to LASS:</p> <ul style="list-style-type: none"> • Staff Training > WIC WISE Page • eWIC > WIC WISE/WIC Card Webinars Page • Data and Research > DARE Home Page. • WIC WISE Report QRG posted to LASS > Data and Research > DARE Home Page
<p>S4. WIC Reporting, Analytics and Data (WRAD)</p>	<p>Any staff needing to run trend reports and create advanced data reports. Staff must have a WIC WISE login</p>	<p>Before using WRAD, it requires completion of WRAD Viewer Training.</p>	<p>Materials and recordings posted to LASS > Data and Research > WRAD Resources Page Access to WRAD requires WIC Director approval as well as approval from CDPH/WIC to assess data analytical skills and experience. An approved user will be assigned either a Viewer or Explorer role.</p>
<p>S5. Hemoglobin Screening Authority: SOW</p>	<p>All staff who are authorized to do hemoglobin testing</p>	<p>Before administering hemoglobin screening to a WIC participant</p>	<p>Appropriate training based on device and screening system (invasive vs non-invasive) used by LA. For example, LASS> Staff Training > Pronto Page</p>

Training Name & Authority	Who must complete	When it must be completed	Resources and Options for completing training
S6. Measuring height and weight <i>Authority:</i> SOW	All staff authorized to collect anthropometric measurements	Before weighing and measuring WIC participants	Suggested resource: Go to LASS > Staff Training > WNA > WIC Training Manual > WNA Manual, Task III, Module B Suggested resource: Anthropometric Course is located on cawiclearning.litmos.com
S7. Care Plan Documentation <i>Authority:</i> WPPM 400-07 SOW NSS Standard 7 & 14	Nutrition Educators	WNA candidates receive this as part of their training. Newly hired non-WNA educators, e.g. RD, RDE, DN, must complete within 3 months of hire.	Posted to LASS > Staff Training > Nutrition Assessment and Documentation
S8. Participant Goal Setting <i>Authority:</i> VENA	Nutrition Educators	WNA candidates receive this as part of their training. Newly hired non-WNA educators, e.g. RD, RDE, DN, must complete within 3 months of hire.	Choose at least one training option Posted to LASS > Staff Training > Goal Setting
S9. Mandated Reporter Training <i>Authority:</i> WPPM 120-30	Direct Service	Within 3 months of hire	Suggested resource: Training available from the California Department of Social Services Child Abuse Mandated Reporter Training

Training Name & Authority	Who must complete	When it must be completed	Resources and Options for completing training
S10. Sexual Orientation and Gender Identity (SOGI) Training <i>Authority:</i> AB-959	Nutrition Educators	Prior to counseling participants	LASS > Staff Training > SOGI Training Page
S11. Customer Service Training New employee training on WIC services and customer service. <i>Authority:</i> NSS Standard 2	Direct Service	Within 3 months of hire	Coming Soon

Descriptions of Staff Categories

ALL STAFF: Personnel or sub-contractors including all WIC staff, managers, administrators, interns, students, and volunteers, who are responsible for the ongoing conduct of WIC program operations. Includes personnel directly connected with the administration or enforcement of the program including persons investigating or prosecuting violations in the WIC Program under Federal, State, or local authority. This is the most inclusive category.

EXEMPTIONS: Any staff person who does not have any contact or potential contact with applicants/participants or access to information in WIC WISE is not required to complete any trainings. This includes operational personnel who do not certify or serve WIC applicants, participants, and administrators who do not directly supervise WIC staff. Example: An accountant that works in an administration office and has no contact with applicants/participants.

DIRECT SERVICE: All staff or volunteers who interact directly or indirectly with WIC participants. Includes phone staff and clerks; Peer Counselors; staff contracted to provide breastfeeding support (e.g. IBCLC or other lactation support sub-contractors); nutrition educators including WNAs, RDs, DNs, interns, site managers, WIC directors. Local agencies are encouraged—but not required—to offer the *Direct Service* trainings to staff who are housed at WIC and provide WIC services but who are paid through other funding sources such as Nutrition Education and Obesity Prevention (NEOP), First Five, etc.

LOCAL VENDOR LIAISON: Local agencies designate one or more staff to fill this position. The Local Vendor Liaison (LVL) provides technical assistance and serves as a local resource for WIC authorized vendors.

NUTRITION EDUCATORS: This includes all staff designated as Competent Professional Authorities who provide (or may potentially provide) any amount of individual or group nutrition and/or health education to WIC participants. Includes WNA in training, WNA, RD, DN, dietetic interns, lactation consultants.

PEER COUNSELOR: Peer Counselors who function under the PC-only model. Peer Counselors who are PC/WNA must meet all training associated with being a PC as well as all those required of WNAs.

Exhibit D

Information Privacy and Security Requirements (For CDPH WIC Contracts)

This Information Privacy and Security Requirements Exhibit (For CDPH WIC Contracts) ("Exhibit") sets forth the information privacy and security requirements Subcontractor is obligated to follow with respect to all personal and confidential information (as defined herein) disclosed to Subcontractor, or collected, created, maintained, stored, transmitted or used by Subcontractor for or on behalf of the California Department of Public Health ("CDPH"), pursuant to Subcontractor'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 Subcontractor 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 Subcontractor and CDPH, including Exhibit B (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 sub-awards, and the information privacy and security requirements Subcontractor is obligated to follow with respect to CDPH PCI disclosed to Subcontractor, or collected, created, maintained, stored, transmitted or used by Subcontractor for or on behalf of CDPH, pursuant to Subcontractor's agreement with CDPH. When applicable the Subcontractor shall incorporate the relevant provisions of this Exhibit into each subcontract or sub-award to its agents, subcontractors, or independent consultants. The Subcontractor may enter into a data sharing agreement for CDPH PCI only when permitted under State and Federal laws and authorized in writing by the CDPH WIC Program. If the Subcontractor chooses to enter into a data sharing agreement, it shall be the Subcontractor's sole responsibility to incorporate all relevant provisions of this Exhibit into any data sharing agreement(s) the Subcontractor may execute.
- III. Definitions: For purposes of the agreement between Subcontractor and CDPH, including this Exhibit, the following definitions shall apply:
 - A. Breach: "Breach" means:
 1. the unauthorized acquisition, access, use, or disclosure of CDPH PCI in a manner which compromises the security, confidentiality or integrity of the information; or
 2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(f).

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

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

F. Security Incident: "Security Incident" means:

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

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

- IV. Disclosure Restrictions: The Subcontractor and its employees, agents, and subcontractors shall protect from unauthorized disclosure any CDPH PCI. The Subcontractor shall not grant access or disclose CDPH PCI to any employees, agents, and subcontractors unless CDPH WIC has determined those individuals have a need to know the CDPH PCI in order to perform Subcontractor's obligations under its agreement with CDPH WIC. The Subcontractor shall not access or disclose any CDPH PCI to anyone other than personnel of the CDPH WIC Program or CDPH OLS without prior written authorization from the CDPH WIC Program, except if disclosure is required by State or Federal law. All disclosures must be limited to the minimum necessary, to the extent practicable, and must comply with the requirements set forth in State and Federal law, including but not limited to Civil Code 1798 et seq. (the California Information Practices Act) and 7 Code of Federal Regulations part 246.26.
- V. Use Restrictions: The Subcontractor and its employees, agents, and subcontractors shall not use any CDPH PCI for any purpose other than performing the Subcontractor's obligations under its agreement with CDPH.
- VI. Safeguards: The Subcontractor 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 Subcontractor's control, the Subcontractor 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 Subcontractor'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. Subcontractor shall provide CDPH with Subcontractor's current and updated policies within five (5) business days of a request by CDPH for the policies.

- VII. Security: The Subcontractor 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 Subcontractor Data Security Standards set forth in Attachment 1 to this Exhibit.
- VIII. Security Officer: At each place where CDPH PCI is located, the Subcontractor 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 Subcontractor shall provide training on its obligations under this Exhibit, at its own expense, to all of its employees who assist in the performance of Subcontractor's obligations under Subcontractor's agreement with CDPH, including this Exhibit, or otherwise use or disclose CDPH PCI.
 - A. The Subcontractor shall require each employee who receives training to certify, either in hard copy or electronic form, the date on which the training was completed.
 - B. The Subcontractor shall retain each employee's certifications for CDPH inspection for a period of three years following contract termination or completion.
 - C. Subcontractor 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: Subcontractor shall impose discipline that it deems appropriate (in its sole discretion) on such employees and other Subcontractor workforce members under Subcontractor's direct control who intentionally or negligently violate any provisions of this Exhibit.

XI. Breach and Security Incident Responsibilities:

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

Subcontractor 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 Subcontractor shall immediately investigate such breach or security incident. As soon as the information is known and subject to the legitimate needs of law enforcement, Subcontractor shall inform the CDPH Program Contract Manager, the CDPH Privacy Officer, and the CDPH Chief Information Security Officer of:
1. what data elements were involved and the extent of the data disclosure or access involved in the breach, including, specifically, the number of individuals whose personal information was breached;
 2. a description of the unauthorized persons known or reasonably believed to have improperly used the CDPH PCI and/or a description of the unauthorized persons known or reasonably believed to have improperly accessed or acquired the CDPH PCI, or to whom it is known or reasonably believed to have had the CDPH PCI improperly disclosed to them;
 3. a description of where the CDPH PCI is believed to have been improperly used or disclosed;
 4. a description of the probable and proximate causes of the breach or security incident; and
 5. whether Civil Code section 1798.29 or any other federal or state laws requiring individual notifications of breaches have been triggered.

- C. Written Report: The Subcontractor 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 Subcontractor is considered only a custodian and/or non-owner of the CDPH PCI, Subcontractor 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. Subcontractor 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 Subcontractor is considered only a custodian and/or non-owner of the CDPH PCI, Subcontractor 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). Subcontractor 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 Subcontractor 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 Subcontractor. Said changes shall not require an amendment to this Exhibit or the agreement to which it is incorporated.

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

- XII. Documentation of Disclosures for Requests for Accounting: Subcontractor shall document and make available to CDPH or (at the direction of CDPH) to an Individual such disclosures of CDPH PCI, and information related to such disclosures, necessary to respond to a proper request by the subject Individual for an accounting of disclosures of personal information as required by Civil Code section 1798.25, or any applicable state or federal law.
- XIII. Requests for CDPH PCI by Third Parties: The Subcontractor 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 Subcontractor 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. Subcontractor 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 Subcontractor, the Subcontractor 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 Subcontractor to monitor compliance with this Exhibit. Subcontractor 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 Subcontractor and CDPH for any reason, Subcontractor shall securely return or destroy the CDPH PCI. If return or destruction is not feasible, Subcontractor 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, Subcontractor 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 Subcontractor 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 Subcontractor to forward such records to USDA or any unit thereof whenever the Subcontractor is disposing of them.
- B. Obligations Continue Until Return or Destruction: Subcontractor's obligations under this Exhibit shall continue until Subcontractor returns or destroys the CDPH PCI or returns the CDPH PCI to CDPH; provided however, that on expiration or termination of the agreement between Subcontractor and CDPH, Subcontractor 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 Subcontractor elects to destroy the CDPH PCI, Subcontractor 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: Subcontractor shall make itself and any subcontractors, workforce employees or agents assisting Subcontractor in the performance of its obligations under the agreement between Subcontractor 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 Subcontractor, except where Subcontractor or its subcontractor, workforce employee or agent is a named adverse party.

- 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 Subcontractor 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 Subcontractor does not return or destroy the CDPH PCI upon the completion or termination of the Agreement, the respective rights and obligations of Subcontractor under Sections VI, VII, XI, and XIII of this Exhibit shall survive the completion or termination of the agreement between Subcontractor and CDPH.

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

**Attachment 1
Contractor Data Security Standards**

I. Personnel Controls

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

II. Technical Security Controls

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

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

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

III. Audit Controls

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

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

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

IV. Business Continuity / Disaster Recovery Controls

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

V. Paper Document Controls

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

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

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

Exhibit E

Personnel:		Year 1			Year 2			Year 3			3-Year Total			
		Notes	Hourly Rate	Hours	Total	Hours	Total	Hours	Total	Hours	Total	Hours	Total	
Registered Dietitian (RD)		5 RD hrs/wk for 3 years, year 1 only 9 months	\$ 130.00	207	\$ 26,910.00	272	\$ 35,360.00	272	\$ 35,360.00	751	\$ 97,630.00			
Personnel Subtotal: \$ 26,910.00														
Non-Personnel Costs:		Notes	Unit Cost	Units	Total	Units	Total	Units	Total	Units	Total	Units	Total	
Program-specific travel		86 mile round trip, 6 trips/yr, 3yrs	\$ 0.70	516	\$ 361.00	516	\$ 361.00	516	\$ 361.00	1548	\$ 1,083.00			
Non-Personnel Costs Subtotal: \$ 361.00														
Indirect Costs		Notes	Rate											
Indirect Costs - applied to non-personnel costs		No IDC on non-personnel costs as IDC cap from CDPH is 25% SWFB	0.0%		\$ -		\$ -		\$ -		\$ -		\$ -	
Total Budget:					\$ 27,271.00	\$ 35,721.00	\$ 35,721.00	\$ 361.00	\$ 361.00	\$ 98,713.00	\$ 98,713.00			

Exhibit F

INVOICE

Chico State Enterprises
Project Number:

Invoice Number:

1
Chico State Enterprises- Center for Healthy Communities
25 Main St., Suite 103 Chico, CA 95928
5/1/26 - 6/30/26

Contractor:

Address:

Invoice Period:

	Budget	October - December 2025	January - March 2026	April - June 2026	July - September 2026	Total Spent	Total Remaining	Nutrition Education	Breastfeeding support	Client Services	Administrative Services
Personnel: Salaries, Wages, Fringe Benefits and IDC	\$26,910.00	\$-	\$-	\$-	\$-	\$-	\$26,910.00	\$0.00	\$0.00	\$0.00	\$0.00
Operating Expenses	\$-					\$-		\$0.00	\$0.00	\$0.00	\$0.00
Travel/Mileage	\$361.00					\$-	\$361.00	\$0.00	\$0.00	\$0.00	\$0.00
	\$-					\$-		\$0.00	\$0.00	\$0.00	\$0.00
Total	\$27,271.00	\$-	\$-	\$-	\$-	\$-	\$27,271.00	\$0.00	\$0.00	\$0.00	\$0.00

Hourly Rate

Total Hours Invoiced

\$130

\$130

\$130

\$130

\$130

\$130

\$130

\$130

\$130

\$130

Focus	Percentages			
	October - December 2025	January - March 2026	April - June 2026	July - September 2026
1. Nutrition Education	0%	0%	0%	0%
2. Breastfeeding Support	0%	0%	0%	0%
3. Client Services	0%	0%	0%	0%
4. Administrative Services	0%	0%	0%	0%
Total	0%	0%	0%	0%

