

EXHIBIT E  
Additional Provisions

A. Confidentiality

1. Contractor and its employees agree to comply with CDSS Confidentiality and Security Requirements as described in Exhibit E - Attachment 1.
2. If Subcontractors are included in this contract, Contractor shall collect and keep on file an initialed and signed copy of page 8 of Exhibit E - Attachment 1 from all Subcontractor staff who have access to confidential information (as defined in Exhibit E - Attachment 1) by January of each calendar year.

B. Intellectual Property Rights (3/14)

1. All deliverables as defined in the Scope of Work originated or prepared by the Contractor pursuant to this agreement, including without limitation, all papers, reports, charts, and other documentation, but not including Contractor's administrative communications and records relating to this agreement, are works made for hire for CDSS for all purposes of copyright law and are the exclusive property of CDSS.
2. CDSS grants to Contractor a non-exclusive royalty free license to the deliverables to use, reproduce, distribute and sublicense to additional persons on the same royalty-free basis.
3. This agreement does not preclude the Contractor from developing materials outside this agreement, which are competitive, irrespective of their similarity to materials that might be delivered to CDSS pursuant to this agreement. All preexisting intellectual property, copyright, trademarks and products of the Contractor shall continue to be the property of the Contractor.

C. Site Inspection

1. CDSS, 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 work.

D. Property Acquisitions

1. Property, as used in this section, shall include:
  - a. Tangible property (including furniture) with a unit cost of \$5,000 or more and a useful life of one (1) year or more. Actual cost includes the purchase price plus all costs to acquire, install and prepare the equipment for its intended use.

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- b. Furniture - Standard office furnishings including desks, chairs, bookcases, credenzas, tables, coat racks, etc.
  - c. Portable Assets - Items considered "highly desirable" because of their portability and value; e.g., calculators, typewriters, dictaphones, cameras, etc.
  - d. Electronic Data Processing (EDP) Equipment - All computerized and auxiliary automated information handling equipment including those for system design and analysis, conversion of data, computer programming, information storage and retrieval, voice, video and data communications, requisite system controls, simulation and all related interactions between people and machines.
2. The State reserves title to all property of any kind purchased from, advanced, or reimbursed by, funds from the State, and not fully consumed in the performance of this Agreement. Inventory and disposition of such property is subject to this paragraph, as well as paragraphs (a), (b) below:
- a. Contractor shall maintain an inventory record for each piece of property purchased or built with funds provided under the terms of this Agreement. The inventory record of each piece of such equipment should include the date acquired, total cost, serial number, model identification (on purchased equipment), location and any other information or description necessary to identify said equipment. Contractor shall, at the request of the CDSS, submit an inventory of property purchased under this Agreement.
  - b. At the termination of this Agreement, the Contractor shall provide a final inventory to the State, and shall at the time query the State as to the State's requirements for returning said property. Final disposition of such property shall be a State expense and in accordance with the CDSS instructions issued immediately after the receipt of the final inventory.
- E. Additional Language for Subvention Contracts
1. State reserves the right to have prior approval over the location, costs, dates, agenda, instructors, instructional materials and attendees for all training seminars, workshops, conferences, and over any reimbursable publicity or educational materials to be made available for distribution.
- F. Assurances
1. The Contractor certifies that the following assurance statements are understood, and will be met:
    - a. The Contractor is accountable for the content of the Scope of Work and will provide program oversight of all Subcontractors (if any).

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- b. The Contractor is fiscally responsible for outreach activities funded under the contract, including those of Subcontractors (if any), and is liable for repayment of unallowable costs.
- c. CalFresh outreach activities conducted by Contractor or Subcontractors (if any) are targeted to those most likely eligible for benefits.
- d. Cash or in-kind donations from other non-Federal sources have not been claimed or used as a match or reimbursement under any other Federal program.
- e. Duplicate or additional payments for the same work (approved applications, SAR 7s and Recertifications) are not received through separate contracts with county welfare departments.
- f. If in-kind goods and services are part of the budget, only public in-kind services are included. No private in-kind goods or services are claimed.
- g. Documentation of Contractor and Subcontractor (if any) costs, payments, and donations for approved CalFresh outreach activities are maintained by the Contractor and available for CDSS/USDA-FNS review and audit.
- h. Program activities are conducted in compliance with all applicable Federal laws, rules, and regulations including Civil Rights and Office of Management and Budget regulations governing cost issues.
- i. Program activities do not supplant existing CalFresh outreach programs, and where operating in conjunction with existing programs, enhance and supplement them.
- j. Program activities are reasonable and necessary to accomplish CalFresh outreach goals and objectives.