

**EXHIBIT E  
(Standard Agreement)**

**I. ADDITIONAL PROVISIONS**

**A. Insurance Requirements**

1. Contractor, at his/her own expense, shall maintain the following insurance coverage:
  - a. Commercial General Liability – Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability.

**The policy must include California Department of Social Services, State of California, its officers, agents, employees and servants as additional insureds, but only with respect to work performed under the contract.**

This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management. In the case of Contractor's utilization of subcontractors to complete the contracted scope of work, contractor shall include all subcontractors as insureds under Contractor's insurance or supply evidence of insurance to The State equal to policies, coverages and limits required of Contractor.

- b. Automobile Liability – Contractor shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles.
- The policy must be endorsed to include The State of California, its officers, agents, employees and servants as additional insured, but only with respect to work performed under the contract. The additional insured endorsement is to be provided with the certificate of insurance.**
- c. Workers Compensation and Employers Liability – Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract. Employer's liability limits of \$1,000,000 are required.

**When work is performed on State owned or controlled property the Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the State. The waiver of subrogation endorsement is to be provided with the certificate of insurance.**

- d. Professional Liability – Contractor shall maintain professional liability covering any damages caused by a negligent error, act or omission with limits of not less than \$1,000,000 per occurrence and \$3,000,000 policy aggregate. The policy's retroactive date must be shown on the certificate of insurance and must be before the date this contract was executed or before the beginning of contract work.
2. Certificates evidencing Contractor's insurance coverage shall be filed with CDSS prior to execution of this Agreement.

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**B. General Provisions Applying to All Insurance Policies**

1. Coverage Term – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the contract.
2. Policy Cancellation / Termination & Notice of Non-Renewal – Contractor shall provide to the State within five business days a copy of any notice of Cancellation/Termination or Non-renewal received by contractor for any of the required insurance policies. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
3. Deductible – Contractor is responsible for any deductible or self-insured retention contained within their insurance program.
4. Primary Clause – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
5. Insurance Carrier Required Rating – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Contractor is self insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
6. Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
7. Inadequate Insurance – Inadequate or lack of insurance does not negate the contractor's obligations under the contract.

**C. Confidentiality Requirements**

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 9 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.

**D. Intellectual Property Rights**

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.

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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.

**E. Site Inspection**

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.

**F. 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.
  - 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.

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- 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.

**G. 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.
2. Contractor must receive in writing prior authorization from the State for reimbursement of any purchase order or subcontract exceeding \$2,500 for any articles, supplies, equipment, or services. Contractor shall provide in its request for authorization all particulars necessary for evaluation of the necessity or desirability of incurring such cost and the reasonableness of the price or cost. Three competitive quotations should be submitted or adequate justification provided for the absence of bidding.
3. Payments are not permitted for construction, renovation, alteration, improvement, or repair of privately-owned property when such work would enhance the value of the property to the benefit of the owner.

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**H. Assurances**

The Contractor certifies that the following assurance statements are understood, and will be met:

1. The Contractor is accountable for the content of the Scope of Work and will provide program oversight of all Subcontractors (if any).
2. 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.
3. CalFresh outreach activities conducted by Contractor or Subcontractors (if any) are targeted to those most likely eligible for benefits.
4. 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.
5. Duplicate or additional payments for the same work (approved applications, SAR7s and Annual Recertification Applications) are not received through separate contracts with county welfare departments.
6. 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.
7. 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.
8. 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.
9. Program activities are conducted in compliance with approved Farm Bill (Agricultural Act of 2014, Section 4018(a) <http://www.gpo.gov/fdsys/pkg/BILLS-113hr2642enr/pdf/BILLS-113hr2642enr.pdf>).
10. Program activities do not supplant existing CalFresh outreach programs, and where operating in conjunction with existing programs, enhance and supplement them.
11. Program activities are reasonable and necessary to accomplish CalFresh outreach goals and objectives.