

Exhibit E
Additional Provisions

1. Additional Incorporated Documents

The following documents are not attached, but are incorporated herein and made a part hereof by this reference. These documents may be updated periodically by CDPH, as required by program directives. CDPH shall provide the Contractor with copies of said documents and any periodic updates thereto, electronically or by providing the internet address where they may be found. CDPH will maintain on file, all documents referenced herein and any subsequent updates.

A. The following applicable Federal laws and regulations:

- 1) WIC Program Federal Statutes and WIC Program Federal Regulations (42 U.S.C section 1786 [<http://law2.house.gov/search/criteria.shtml>] and Title 7, Code of Federal Regulations (CFR), Part 246) [<http://ecfr.gpoaccess.gov>], respectively;
- 2) Farmers' Market Nutrition Program (FMNP) Federal Statutes, and FMNP Federal Regulations Title 17 , 42 U.S.C section 1786(m) [<http://law2.house.gov/search/criteria.shtml>] and Title 7, CFR, Part 248 [<http://ecfr.gpoaccess.gov>], respectively;
- 3) Title 7, Code of Federal Regulations (CFR), Part 3016; Uniform Federal Assistance Regulations, that implements the policies established by Office of Management and Budget (OMB) [<http://ecfr.gpoaccess.gov>];
- 4) US Department of Agriculture (USDA), Food and Nutrition Services (FNS) memos and policy documents [<http://www.fns.usda.gov/fns>]; and
- 5) Office of Management and Budget (OMB) Circulars, Title 2 of the Code of Federal Regulations (2CFR), Subtitle A, Chapter II, parts 225 and 230. [<http://www.whitehouse.gov/omb>].

B. The following applicable State laws and regulations:

- 1) Subvention and Local Assistance Contracts are governed by the State Contract Manual, Volume 1, Section 3.17.
- 2) WIC Program State Statutes and WIC Program State Regulations (California Health and Safety Code (H&S) sections 123275 et. Seq. [<http://www.leginfo.ca.gov/calaw.html>] and Title 22, California Code of Regulations (CCR), Sections 40601 et. Seq. [<http://www.leginfo.ca.gov/calaw.html>], respectively;
- 3) FMNP State Statutes (H&S sections 123275 et. Seq.) [<http://www.leginfo.ca.gov/calaw.html>]; and
- 4) Lactation Accommodation Law; California Labor Code: Division 2, Part 3, Chapter 3.8, Sections 1030-1033 [http://www.leginfo.ca.gov/html/lab_table_of_contents.html].

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- C. The following applicable State WIC program administrative rules, policies, and procedures:
- 1) WIC Program Manual (WPM)
All updates issued as of the effective date of this Agreement, and any subsequent updates. This manual will be updated periodically by the State, as required by program and/or Federal directives
[http://www.wicworks.ca.gov/resources/resources_index.htm];
 - 2) Contract Management Binder (CMB)
All updates issued as of the effective date of this Agreement, and any subsequent updates
[http://www.wicworks.ca.gov/resources/resources_index.htm];
 - 3) Any written directive(s) and/or instruction(s) issued by the State WIC Program to the Contractor (e.g., a revision to the WPM via a letter to the Contractor);
 - 4) "The Graphic Standards Manual (GSM) for the California WIC Program," containing information about the rules and formatting for reproducing the WIC logo and tagline
[http://www.wicworks.ca.gov/resources/resources_index.htm];
 - 5) An Agreement is required for continuing WIC local agencies. A completed Funding Application includes all exhibits/attachments
[http://www.wicworks.ca.gov/resources/resources_index.htm];
 - 6) An Agreement is required for new WIC local agencies. A Request for Application (RFA) is issued to and submitted by the applicant that participated in the RFA process resulting in this Agreement.

2. Cancellation / Termination

- A. This Agreement may be cancelled by CDPH without cause upon 30 calendar days advance written notice to the Contractor.
- B. CDPH reserves the right to cancel or terminate this Agreement immediately for cause. The Contractor may submit a written request to terminate this Agreement only if CDPH substantially fails to perform its responsibilities as provided herein.
- C. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of this Agreement.
- D. Agreement termination or cancellation shall be effective as of the date indicated in CDPH's notification to the Contractor. The notice shall stipulate any final performance, invoicing, or payment requirements.
- E. Upon receipt of a notice of termination or cancellation, the Contractor shall take immediate steps to stop performance and to cancel or reduce subsequent Agreement costs.

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- F. In the event of early termination or cancellation, the Contractor shall be entitled to compensation for services performed satisfactorily under this Agreement and expenses incurred up to the date of cancellation and any non-cancelable obligations incurred in support of this Agreement.

3. Avoidance of Conflicts of Interest by Contractor

- A. The State WIC Program intends to avoid any real or apparent conflict of interest on the part of the Contractor, subcontractors, or employees, officers and directors of the Contractor or subcontractors. Thus, State WIC Program reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Contractor to submit additional information or a plan for resolving the conflict, subject to the State WIC Program review and prior approval. The State WIC Program's policy for the Contractor is defined in the WPM 150-10.
- B. Conflicts of interest include, but are not limited to:
- 1) An instance where the Contractor or any of its subcontractors, or any employee, officer, or director of the Contractor or any subcontractor has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the contract would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the Agreement.
 - 2) An instance where the Contractor's or any subcontractor's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.
- C. If CDPH is or becomes aware of a known or suspected conflict of interest, the Contractor will be given an opportunity to submit additional information or to resolve the conflict. A Contractor with a suspected conflict of interest will have five (5) working days from the date of notification of the conflict by CDPH to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by CDPH and cannot be resolved to the satisfaction of CDPH, the conflict will be grounds for terminating the contract. CDPH may, at its discretion upon receipt of a written request from the Contractor, authorize an extension of the timeline indicated herein.
- D. Any costs (including legal costs) incurred as a result of a conflict of interest determined by the court or by the State shall be the responsibility of the Contractor.

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4. Insurance Requirements

Contractor shall comply with the following insurance requirements:

A. Commercial General Liability

The Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence and \$2,000,000 aggregate for bodily injury and property damage liability. The policy must include coverage for liabilities arising out of premises operations, independent contractors, products/completed operations, personal and 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 the following statement:

"The State of California, its officers, agents, employees and servants are included as additional insureds, but only with respect to work performed under this 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, contractors shall include all subcontractors as insureds under Contractor's insurance or supply evidence of insurance to the State equal to policies, coverage and limits required of Contractor.

B. Automobile Liability

The 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 include:

"The State of California, its officers, agents, employees and servants are included as additional insureds, but only with respect to work performed under this contract."

C. Workers' Compensation and Employers' Liability

The Contractor shall maintain statutory workers' compensation and employers' liability for all its employees who will be engaged in the performance of the contract. Employers' liability limits of \$1,000,000 are required. When performed on State owned or controlled property, the workers' compensation policy shall contain a waiver of subrogation in favor of the State. The waiver of subrogation endorsement shall be provided.

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- D. The Contractor must furnish to the State WIC Program a certificate of insurance for the required insurances as detailed above, ensuring that they are presently in effect for the Contractor. The certificate of insurance must be issued by an insurance company acceptable to the Department of General Services (DGS) Office of Risk and Insurance Management or be provided through partial or total self-insurance acceptable to DGS.
- E. The certificate of insurance must include the following provisions:
 - 1) The insurer will not cancel the insured's coverage without giving thirty (30) days prior written notice to the State WIC Program, and
 - 2) The State of California, its officers, agents, employees, and servants are included as additional insureds, but only with respect to work performed for the State of California under this Agreement.
- F. The Contractor agrees that the insurance required herein will remain in effect at all times during the term of the Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, the Contractor agrees to provide, at least thirty (30) calendar days before said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement or for a period of not less than one year. State WIC Program may, in addition to any other remedies it may have, terminate this Agreement on the occurrence of such event. New certificates of insurance are subject to the approval of DGS, and the Contractor agrees that no work or services shall be performed prior to such approval.
- G. The State will not be responsible for any premiums, deductibles, or assessments on the insurance policy.

5. Freeze Exemptions

The Contractor shall support the full use of federal funds and agrees that any of the following limitations adopted by the Contractor or its agents shall not apply to this Agreement:

- A. Any hiring freeze adopted during the term of this Agreement shall not be applied to the positions funded in whole by this Agreement.
- B. Not to implement any personnel policy including employee furloughs, which may adversely affect performance or the positions funded in whole by this Agreement.
- C. Any travel freeze or travel limitation policy adopted during the term of this Agreement shall not restrict travel funded in whole by this Agreement.
- D. Any purchasing freeze or purchase limitation policy adopted during the term of this Agreement shall not restrict or limit purchases funded in whole by this Agreement.

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6. Probation

Probation is an evaluation and assessment period to ensure that the WIC local agency has the ability to meet and comply with all of fiscal, administrative, and operational requirements necessary to operate the WIC Program as set forth in the Scope of Work, WIC Program Manual, Contract Management Binder, and outlined in the WIC local agency Agreement. The requirements are provided in the CMB Chapter 2, Section I, Paragraph G.

7. Civil Rights

- A. Contractor hereby agrees that all participants shall be served equally, and shall not be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under the WIC Program on the basis of the categories of race, color, national origin, sex, age, and/or disability as listed in WPM 510-10.
- B. Contractor shall take measures necessary to comply with the following laws, regulations and directives in accordance with WPM 510-10: Title VI of the Civil Rights Act of 1964, Title IV of the Education Amendments of 1972, Section 504 of the Rehabilitation Act of 1973, Age Discrimination Act of 1975, Americans with Disabilities Act of 1990, and California Fair Employment and Housing Act.
- C. Contractor shall notify participants that persons with disabilities who require alternative means for communication of program information (Braille, large print, audio tape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD), or the California Department of Public Health at 1-800-735-2929 (TDD only), or 1-800-735-2922 (a voice relay service that permits a TDD user to contact an operator who connects the caller with another TDD user).
- D. To file a complaint of discrimination, Contractor may write to USDA, Director, Office of Adjudication, 1400 Independence Avenue, SW, Washington, DC 20250-9410 or call (202) 260-1026 (local); (866) 632-9992 (toll-free); (866) 377-8642 (Relay voice users); or visit http://www.ascr.usda.gov/complaint_filing_cust.html.
- E. By giving this assurance, Contractor agrees to compile data, maintain records, and submit reports, as required, to permit effective enforcement of the nondiscrimination laws, and to permit authorized Food and Nutrition Services (FNS) personnel, during normal working hours, to review such records, books and accounts as needed to ascertain compliance with the nondiscrimination laws.
- F. If there are any violations of this assurance, FNS shall have the right to seek judicial enforcement of this assurance. This assurance is binding on the Contractor, her/his successors, transferees, and assignees, as long as they receive assistance or retain possession of any financial assistance from the State for the WIC Program. The person or persons whose signatures appear on the face of this Agreement are authorized to sign this assurance on behalf of the Contractor.

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8. Contract Term Extension

At the State WIC Program discretion, the State WIC Program may elect to extend the term of the contract for an additional twelve (12) months from the termination date set forth in this Agreement. The option to extend shall be completed through the amendment process as detailed in CMB Chapter 4, Section III.