



Purchase Order

Page: 2 of 2

Contains confidential information and unauthorized use or disclosure is prohibited by State law.

Employment Development Dept
EMPLOYMENT DEVELOPMENT
DEPARTMENT

[REDACTED]

Dispatch Via Print		
Purchase Order 7100-0000008650	Date 03-01-2021	Revision
Payment Terms Net 45	Freight Terms FOB Origin-Freight FRT/PPD	Ship Via COMMON
Buyer [REDACTED]	Phone [REDACTED]	Currency USD
LPA Contract ID: [REDACTED]		

Supplier: 0000010761
MYTHICS INC

Ship To: 7100000136
EMPLOYMENT
DEVELOPMENT
DEPARTMENT

Attention: Not Specified
Bill Code: 023336

Bill To: EMPLOYMENT
DEVELOPMENT
DEPARTMENT

Certification#:

Begin Date:

Expiration:

DVBE Begin Date:

Expiration:

Tax Exempt? N	Tax Exempt ID:		Quantity	UOM	PO Price	Extended Amt	Due Date
Line-Sch	Item/Description	Mfg ID					
	Exhibit F - Safeguarding Contract Language for Technology Services						
	Exhibit G - Special Terms and Conditions				Total PO Amount	345450.00	

I HEREBY CERTIFY, on personal knowledge, that this order for purchasing the items specified above is issued in accordance with the procedure prescribed by law governing the purchase of such items for the State of California; and that all such legal requirements have been fully complied with

: Authorizing Signature

B. Mendenhall

Contains confidential information and unauthorized use or disclosure is prohibited by State law.

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

1. This Agreement is entered into by and between the Employment Development Department, hereinafter referred to as the EDD, and Mythics, Inc., hereinafter referred to as the Contractor, for the purpose of Contractor to provide operational management support of the environment with one (1) full-time Senior Principal Consultant, and as needed, a minimum of one (1) part-time Senior Principal Consultant, Principal Consultant II, and a Principal Consultant I who will assist the EDD in providing IT Consult-System Management for operational services, IT Consult-Integration services, and IT Consult-System Implementation services for the IdM environment.
2. The project representatives during the term of this agreement will be:

State Agency

Employment Development Department



Contractor:

Mythics, Inc.



3. The services shall be provided in accordance with Attachment A-1, Specifications.
4. Health and Safety Requirements

Contractor(s) entering EDD facilities and/or property are expected to be familiar with and abide by all statewide and locally mandated health and safety requirements. Such requirements include, but are not limited to, following California Department of Health's (CDPH) *Guidance for the Use of Face Coverings* published on June 18, 2020 (along with any subsequent versions) and remaining compliant with personal protective equipment (PPE) and other "safety" equipment requirements provided under state and federal occupational safety and health laws.

Additionally, EDD requires that contractor(s) follow other guidelines from CDPH and public health officials, such as avoiding close contact with others and engaging in hygienic practices while working. EDD reserves the right to require stricter requirements than are recommended by local and state public health authorities. Non-compliance by contractor(s), its employees, or any subcontractor(s) may result in EDD refusing entry onto EDD property or removal from EDD property. A breach of these requirements grants EDD the right to terminate the agreement.

ATTACHMENT A-1
(Standard Agreement)

SPECIFICATIONS

1. PURPOSE

The Employment Development Department (EDD) has implemented a large, external facing Identity and Access Management system, using Oracle Identity Management (IdAM) Suite 11G, on Exalogic and Exadata appliances. The EDD's IdAM system uses Oracle Access Manager (OAM), Oracle Adaptive Access Manager (OAAM), Oracle Identity Manager (OIM), Oracle Traffic Director (OTD), and Oracle Unified Directory (OUD). Claimants can log-in and check the status of their application and perform functions such as certify for benefits, see important notifications, and view scheduled appointments. Due to the Covid-19 Pandemic, the number of users has grown from four million to about sixteen million in the span of the last nine months. Some of the main issues being faced by the EDD systems include issues in OIM reconciliation, large disk logs sizes being filled up quickly, and memory capacity issues in OUD.

The purpose of this Contract is to acquire operational management support of the environment with one (1) full-time Senior Principal Consultant, and as needed, a minimum of one (1) part-time Senior Principal Consultant, Principal Consultant II, and a Principal Consultant I who will assist the EDD in providing Information Technology (IT) Consulting-System Management for operational services, IT Consulting-Integration services, and IT Consulting-System Implementation services for the IdM environment. The Consultant(s) will perform as a Senior Principal Consultant, Principal Consultant II, or Principal Consultant I to work under the supervision of EDD in defining architecture and design, performing configuration and customization of the IdAM solution, and resolving technical issues. The Lead Senior Principal Consultant will leverage the support of the appropriate subject matter expert Senior Principal Consultant(s), Principal Consultant II('s), and Principal Consultant I('s) based on the subject matter of the work. The services are required to help resolve the issues described above and maintain an effective collaboration between the EDD's IdM Project Team, EDD's Information Technology Branch (ITB) management, vendor, program, and technical staff to ensure that overall project objectives, as described in Section 7, are met.

2. PERIOD OF PERFORMANCE

The term of this Contract shall begin on the date specified on the Purchase Order cover page, or upon approval, and end 12 months later. The State may, at its sole discretion, elect to extend the Contract term for up to one (1) additional 6-month term, at the same hourly rates in the Cost Worksheet, Attachment B-1. Extensions will be exercised at the sole discretion of the State and shall not be denied by the Contractor. However, the State is not obligated to use any or all of these options.

The Contractor agrees to begin work according to the state's emergency contracting process in accordance with Public Contract Code 1102 before execution of a contract. The EDD agrees to accelerate the contract execution process for the benefit of both the contractor and the state.

The Contractor shall not be authorized to deliver or commence performance of services under this Contract until it has received written direction to do so from the EDD. Any services provided prior to direction from the EDD shall be considered voluntary on the part of the Consultant(s).

**ATTACHMENT A-1
(Standard Agreement)****3. AMOUNT OF CONTRACT**

The total cost of this Contract is the amount contained on the Purchase Order cover page. Cost details are located on the Cost Worksheet, Attachment B-1. In no event shall the total amount of the Contract exceed the amount contained on the Purchase Order cover page, and there is no obligation on the part of the EDD to utilize the entire amount.

4. WORK LOCATION/HOURS

The Consultant(s) must be able to perform all services on a full time basis at the EDD Sacramento Headquarters' Office location and/or approved for a teleworking solution. Services will be performed within the greater Sacramento area. Travel is not required, and the Consultant(s) will not be reimbursed for any travel costs.

The Consultant(s) shall provide services, as described in these Specifications, during business hours. Core business hours are 8 a.m. to 5 p.m. The Consultant(s) may be required to provide support beyond the normal core business hours of Monday through Friday, as needed, with the exception of State holidays, unless specifically requested by the EDD with a mutually agreed upon written request, and all other hours as required to successfully provide services described in these Specifications. The Consultant(s) will be paid at the same hourly rate, indicated in Attachment B-1, Cost Worksheet, during these hours.

Permanent offsite work arrangements are not allowed under this Contract. The EDD may consider accommodating temporary offsite work (e.g., remotely; at the resource's home) for extenuating circumstances (including, but not limited to, COVID-19 Stay at Home Order, illness, system outages, and natural disasters) which must receive prior approval by the EDD.

Offshoring of work performed under this Contract is prohibited.

5. DESCRIPTION OF SERVICES

The Contractor shall assist the EDD by providing a minimum of one (1) full-time Senior Principal Consultant, and as needed, a minimum of one (1) part-time Senior Principal Consultant, Principal Consultant II, and a Principal Consultant I to assist the State in capacity planning, defining architecture and design improvements for the environment, performing configuration and customization of the IdAM solution, and resolving operational management technical issues for duties listed in Section 7. Consultant Tasks and Deliverables. The lead Senior Principal Consultant will leverage the support of the appropriate Senior Principal Consultant(s), Principal Consultant II('s), and Principal Consultant I('s) based on the subject matter of the work.

The High-level Tasks and Deliverables are described in these Specifications. All tasks and activities shall be performed in accordance with applicable EDD standards and conventions. These are predicated on Institute of Electrical and Electronics Engineers (IEEE) standards (or equivalent standard that is substantially similar). At a minimum, IEEE Standards 1490-2003 (IEEE Guide Adoption of PMI Standard - A Guide to the Project Management Body of Knowledge) shall be applied.

ATTACHMENT A-1
(Standard Agreement)

6. WORK ACCEPTANCE CRITERIA

The EDD shall be the sole judge of the acceptability of all work performed and work products produced by the Contractor as a result of the Contract. Should the work performed, or products produced by the Contractor, fail to meet the minimum EDD conditions, requirements, applicable standards, specifications, or guidelines, the following resolution process will be employed except as superseded by other binding processes:

- a) The EDD shall notify the Contractor in writing via Work Authorization Acceptance Form, within five (5) business days after receipt of each task or after completion of each phase of service, of any acceptance problems by identifying the specific inadequacies and/or failures in the services performed or products produced by the Contractor.
- b) The Contractor shall, within five business days after initial problem notification, respond to the EDD by submitting a detailed explanation describing precisely how the identified services and/or products actually adhere to and satisfy all applicable requirements, and/or a proposed corrective action plan to address the specific inadequacies and/or failures in the identified services and/or products.
- c) Failure by the Contractor to respond to the EDD's initial problem notification within the required time limits may result in immediate Contract termination. In the event of such termination, the EDD shall pay all amounts due to the Contractor for all work accepted prior to termination.
- d) The EDD shall, within five business days after receipt of the Contractor's detailed explanation and/or proposed corrective action plan, notify the Contractor in writing whether it accepts or rejects the explanation and/or plan. If the EDD rejects the explanation and/or plan, the Contractor will submit a revised corrective action plan within three business days of notification of rejection. Failure by the Contractor to respond to the EDD notification of rejection by submitting a revised corrective action plan within the required time limits may result in immediate Contract termination. In the event of such termination, the EDD shall pay all amounts due to the Contractor for all work accepted prior to termination.
- e) The EDD shall, within three business days of receipt of the revised corrective action plan, notify the Contractor in writing whether it accepts or rejects the revised corrective action plan proposed by the Contractor. Rejection of the revised corrective action plan will result in immediate Contract termination. In the event of such termination, the EDD shall pay all amounts due to the Contractor for all work accepted prior to termination.

7. CONSULTANT TASKS AND DELIVERABLES

The Contractor's Consultant(s) shall complete the tasks and deliverables listed in Table I. Tasks and deliverables details shall be defined in a Work Authorization Form. See attachment B-2. Completion of the identified tasks and deliverables shall be under the direction of the EDD's Management Team, in accordance with the EDD/ITB policies and procedures.

ATTACHMENT A-1
(Standard Agreement)

ATTACHMENT A-1 – TASK TABLE I

	High-Level Tasks and Key Milestones Description	Estimated % of Time	Due Date
1.	<u>Capacity and Performance planning support:</u> Oracle Access Manager Oracle Adaptive Access Manager Oracle Unified Directory Oracle Identity Manager	50%	Ongoing
2.	<u>Architecture requirements support</u>	20%	Ongoing
3.	<u>Modern Authentication integration with other applications</u> SAML or OAUTH for applications such as DocuSign, Salesforce, Id.me	20%	Ongoing
4.	<u>Unanticipated Tasks</u>	10%	TBD

8. CONTRACTOR RESPONSIBILITIES

The Contractor shall:

- a) Designate a person to whom all service or project related communications may be addressed;
- b) Meet semi-weekly, at a minimum, with EDD/ITB management to discuss required activities;
- c) Provide a weekly status report that include accomplishments for the past week, tasks for next week, risks/issues and any escalations to the higher management/exec leadership, that documents tasks/assignments and includes accomplishments for the previous month, work planned for the coming month, currently assigned projects and activities, and explanations for task and/or schedule slippages;
- d) Comply with all applicable EDD policies and procedures, including, but not limited to, the EDD and industry project management guidelines;
- e) Complete project management, quality management, change control, communication management, risk and issue management, and schedule management tasks/assignments as required;
- f) Provide artifacts as required for project management, quality management, change control, communication management, risk and issue management, and schedule management tasks/assignments;
- g) Provide all electronic documents to the EDD in a format compatible with the EDD's standard applications (i.e., Microsoft (MS) Office) at no additional cost to the EDD. The EDD's current standard applications include MS Windows 10, MS Office Professional (includes Outlook) 2013, Visio 2013, Project 2013;

**ATTACHMENT A-1
(Standard Agreement)**

- h) Verify that its applications are compatible prior to delivery of any electronic documents to the EDD. The EDD shall approve in writing any other format to be used by the Contractor;
- i) If paper deliverables are required they must be printed on 8½" x 11" paper, to the extent practicable;
- j) Post electronic documents to an EDD designated electronic repository, i.e. a SharePoint site. The electronic document format and media shall be compatible with EDD storage devices; and
- k) Return all EDD property, including security badges, prior to termination of the Contract.

9. STATE RESPONSIBILITIES

The EDD is responsible for program and policy. The following are areas of responsibility for the EDD staff:

- a) **Oversight:** Oversee all aspects of the Initiatives using the EDD ITB's Project Management Methodology.
- b) **Contract Management:** Oversee planning, solicitation, acquisition, contract monitoring, change management, and contract amendments, including managing third-party Contractor activities, and ensuring a collaborative relationship with the third-party Contractor.
- c) **Communication and Change Management:** Ensure communication among the EDD, the Contractor personnel, and other project stakeholders; develop and manage change management processes.
- d) **Administrative Support:** Complete administrative tasks and support project management.

The EDD shall:

- a) Be responsible for oversight of development and control support activities, ensuring compliance with the CDT and Department of General Services (DGS) standards, stakeholder management, budgetary approvals, contract management, and procurement, as applicable.
- b) Provide access to applicable information, including, but not limited to: technical documentation and project work plans.
- c) Provide work space including desks, chairs, telephones, personal computers, printer access, Internet connections, MS Office, MS Project, and access to the project's SharePoint site (as needed).
- d) Provide all applicable policies and procedures regarding access to, and use of, the EDD facilities; provide information as required by the Contractor to perform their responsibilities.

**ATTACHMENT A-1
(Standard Agreement)**

- e) Review all Contractor work submitted to the EDD for completeness, accuracy, and adherence to standards.
- f) Make the EDD personnel available for assistance as required by the Contractor.

UNANTICIPATED TASKS

The Contract value includes 10% of the total Contract amount for unanticipated tasks. These funds may be used at the state's discretion. Unanticipated tasks will be contracted for on an as-needed basis and shall be optional throughout the term of the Contract. Work for unanticipated tasks will be assigned and agreed to in writing by the Contractor and the state via a Work Authorization (WA) before the work can commence as explained in Attachment B-2 Work Authorization Process/Form. The rates for unanticipated tasks must not exceed the hourly rates specified in Attachment B-1 for unanticipated tasks and the total *expenditures* for unanticipated tasks shall not exceed the total amount set aside for unanticipated tasks.

10. CONSULTANT REQUIREMENTS AND REASSIGNMENT

The Contractor must provide a minimum of one (1) full-time Senior Principal Consultant, and as needed, a minimum of one (1) part-time Senior Principal Consultant, Principal Consultant II, and a Principal Consultant I who meets the mandatory qualifications (MQs), as specified in the Contractor's CMAS/GSA. All experience used to meet each MQ must have been on a project comparable in size and complexity to that described in the Specifications. This must be a minimum of two (2) years' experience for a system comparable in size and complexity to EDD's.

The Contractor shall:

- a) Be responsible for monitoring the monthly hours billed to ensure the Consultant(s) can effectively meet the project needs. Given the scope and time constraints of this project, it is of utmost importance that Consultant(s) have the adequate dedicated hours to perform work effectively.
- b) Maintain the sole right to propose the assignment of its employees that meet or exceed the requirements stated in this Contract.
- c) Agree to notify the EDD in writing, within 24 hours, of all changes in the assignment of Consultant(s) assigned to the contract.
- d) Make a reasonable effort to promptly remove the Consultant(s) and provide a suitable replacement, if the EDD determines that the Consultant(s) is failing to adequately perform services for cause, illness, resignation, breach of security, unacceptable conduct, failure to follow the EDD policies, or other factors (regardless of whether or not it is within the Contractor's control). A suitable replacement is defined as possessing the equivalent MQs or better than the person being replaced.
- e) Submit a Resume for each proposed Consultant(s), with a completed and signed "Add, Delete, or Substitute Staff Request Form, Attachment A-2". Add, Delete or Substitute Staff must be approved in advance and in writing by the EDD prior to starting work for contracted services.

**ATTACHMENT A-1
(Standard Agreement)**

- f) Negotiate with EDD the hourly rate of any substitute Consultant(s) change to the Contract. The hourly rate negotiated shall be dependent, in part, upon the experience and individual skills of the proposed substitute Consultant(s). The negotiated rate cannot exceed the hourly rate already stated in the Contract, but can be lower.
- g) Maintain satisfactory standards of employee competency, conduct, appearance, and integrity.
- h) Ensure Consultant(s) do not disturb papers on desks, open desk drawers or cabinets, or use state equipment, except as authorized.

11. CONTRACTOR PARAMETERS

The Contractor will provide the independent services described by these Specifications, and associated Purchase Order, subject to the following:

- a) The EDD will not reimburse for any expenses incurred by the Contractor in the execution of activities as described by these Specifications, and associated Standard Agreement, except as specifically preauthorized in writing by the EDD.
- b) All data, documents, and other artifacts produced under the Contract will become the sole property of the EDD with an exception for preexisting materials to remain owned by the Contractor.

12. USE OF SUBCONTRACTORS

The Contractor may, with the approval of the EDD ITB and the EDD Business Operations Planning and Support Division (BOPSD), enter into sub-agreements with third parties for the performance of any part of the Contractor's duties and obligations. Any such state approval may be rescinded for reasonable cause. The Contractor is responsible and liable for the proper performance and quality of any work performed by any and all sub-agreements. The EDD reserves the right to reject or refuse admission to any sub-agreement personnel whose workmanship, in the reasonable judgment of the EDD, is deemed to be substandard. In no event shall the existence of a sub-agreement release or reduce the liability of the Contractor to the EDD for any breach in performance of the Contractor's duties.

13. SECURITY

The Contractor shall supply the respective the EDD Program Manager with the names of the Consultant(s) who are assigned to this project and will need access to the EDD facilities. The Contractor shall notify the EDD Security Administrator of all changes, as soon as is practical. The EDD shall issue identification (ID) badges to each Consultant(s) to allow them access to those areas of the building where they will be performing services. These ID badges are the property of EDD and the Consultant(s) must surrender them when they leave the project(s) or at the end of the Contract term.

ATTACHMENT A-1
(Standard Agreement)

The EDD shall issue computer user accounts to each Consultant(s) as needed and for no longer than the duration of the Contract. An Appointment/Separation Checklist (DE 7411) shall be completed for all such accounts and shall reflect the account ID and the anticipated expiration date.

The EDD Single Point of Contact (SPOC) may request the EDD Security Administrator extend the user account ID expiration date by sending a request with a new anticipated account expiration date. The EDD shall cancel user account access as soon as there is no longer a business need for such access, or when the Consultant(s) is no longer working on the project.

14. INSURANCE REQUIREMENTS

The Contractor agrees the insurance herein provided for shall be in effect at all times during the term of this Contract. In the event said insurance coverage expires at any time during the term of this Contract, Contractor agrees to provide at least 30 days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as outlined below for not less than the remainder of the term of this Contract, or for a period of not less than one year. New certificates of insurance are subject to the approval of the Department of General Services (DGS), and the Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, the EDD may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event. The Contractor shall provide written notice to EDD within five (5) business days of any cancellation, non-renewal, or material change that affects required insurance coverage.

The Contractor shall display evidence of the following coverage on an ACORD certificate:

Commercial General Liability Insurance – The Contractor shall furnish to the EDD a certificate of insurance prior to commencement of work stating there is commercial general liability insurance in effect for the Contractor in an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage combined.

The certificate of insurance must include the following provision stating:

The State of California, its officers, agents, employees, and servants are included as additional insured, but only with respect to work performed for the EDD under this Contract. The additional insured endorsement must accompany the certificate.

15. WORKERS' COMPENSATION INSURANCE

Workers' Compensation and Employers Liability Insurance - The Contractor shall furnish to the EDD a certificate of insurance evidencing Workers' Compensation and Employers Liability Insurance presently in effect with limits not less than \$1,000,000 by an insurance carrier licensed to write Workers' Compensation insurance in California. Such certificate shall include the name of the carrier and the policy inception and expiration dates. If the Contractor is self-insured for Workers' Compensation, a certificate must be presented evidencing Contractor is a qualified self-insurer in the State of California.

ATTACHMENT A-1
(Standard Agreement)

16. CONFIDENTIALITY AND NON-DEBARMENT

In addition to the terms and conditions of the IT Consulting CMAS Contract, pertaining to confidentiality and non-debarment, the Contractor shall sign all confidentiality, non-debarment, privacy, security, conflict of interest, and other necessary agreements as required by the EDD to successfully provide the services described in the Contract.

All financial, statistical, personal, technical, and other data and information provided to the Contractor by the EDD, pursuant to the terms of resulting Contract, are confidential information pursuant to Section 1094 of the California Unemployment Insurance Code. As such, the Contractor hereby agrees to maintain and protect the confidentiality of said information and shall disclose said information to its own employees or subcontractor(s) only on a "need-to-know" basis and only for the purposes of fulfilling the terms of this Contract. In no event shall said information be disclosed to any individual other than the Contractor's employees or subcontractor(s). The Contractor further agrees to retain the confidential information for three years after final payment under the contract.

To preserve the integrity of the security and confidentiality measures integrated into the EDD's automated information systems, each Consultant(s) is required to provide a signed Employee Confidentiality Statement (Attachment D-1) and Indemnity Agreement (Attachment D-2) prior to starting work.

17. HEALTH AND SAFETY REQUIREMENTS

The Contractor when entering the EDD facility and/or property is expected to be familiar with and abide by all statewide and locally mandated health and safety requirements. Such requirements include, but are not limited to, following the California Department of Health's (CDPH) Guidance for the Use of Face Coverings published on June 18, 2020 (along with any subsequent versions) and remaining compliant with personal protective equipment (PPE) and other safety equipment requirements provided under state and federal occupational safety and health laws.

The EDD also requires that the Contractor follow additional guidelines from the CDPH and public health officials, such as avoiding close contact with others and engaging in hygienic practices while working. The EDD reserves the right to require stricter requirements than are recommended by local and state public health authorities. Non-compliance by the Contractor, its employees, or any subcontractors may result in the EDD refusing entry onto, or removal from, the EDD property. A breach of these requirements grants the EDD the right to terminate this Contract.

ATTACHMENT A-1
(Standard Agreement)

18. POINTS OF CONTACT

The EDD shall designate a SPOC who shall give direction to the Contractor concerning the assigned tasks. The SPOC will work collaboratively with the ITB Management Team, Program Managers, Functional Managers, and technical staff to ensure that all deliverables are satisfactorily completed. The SPOC shall be the Program Manager who shall ensure that all contract activities are conducted in accordance with state law and regulations; oversee processes and procedures; monitor contractor compliance with the contract; and resolve issues. Changes to Point of Contacts can be made by written notice without amending this contract.

EDD Program Manager:	Contractor Representative:
Name:	Name:
Title:	Title:
Address:	Address:
City, St, Zip:	City, St, Zip:
Email:	Email:
Phone:	Phone:

ATTACHMENT A-2
(Standard Agreement)

ADD, DELETE, OR SUBSTITUTE STAFF REQUEST FORM

Contractor Name		Contractor Phone No.		Date
IT CMAS Number		Project Name/Contract Number		
Personnel To Be Added	Personnel Replaced	Proposed Effective Date	Classification	Resume Meets MQs and IT CMAS requirements
				<input type="checkbox"/>
Personnel To Be Deleted	Date Effective	Reason		
		Reason:		

Comments/Special Instructions

Please note:

**The changes as indicated in this request are being made at no additional cost to the STATE. – Sample
*(Include this language, if applicable).***

STATE Acceptance		Contractor Acceptance
Division/Project		Contractor (If other than an individual, state whether a corporation, partnership, etc.)
By (Authorized Signature)		By (Authorized Signature)
Printed Name of Person Signing		Printed Name of Person Signing
Title		Title

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

In consideration of services performed, EDD agrees to compensate the Contractor for services performed in accordance with the rates specified in Attachment B1, Cost Worksheet herein, which is attached hereto and made a part of this Contract. The maximum amount of this Agreement is One Million Sixty-Three Thousand Three Hundred and Fifty Dollars and Zero Cents (\$1,063,350.00).

Invoices shall not be submitted more frequently than monthly. Invoices shall be on Contractor's letterhead and include the following:

- The Contractor name, address and phone number
- The Contract No. M63956-7100
- The Contractor's invoice number
- The invoice date
- Dates of services performed and/or deliverables completed
- Personnel name, classification, rate per hour and hours worked
- Certification statement

Each invoice must include a certification statement signed by a company official, attesting to the accuracy of the invoice data. The Contractor's hourly rate may not exceed the rate specified in the Cost Worksheet, Attachment B1. Any excess shall be at no cost to EDD, unless negotiated and documented with EDD using the Work Authorization (WA) process. In the event that unanticipated tasks not specified in the SOW are performed with the State's written consent, invoices for services as reflected on WAs will be submitted to the State for payment. In no event shall the total amount paid for such work exceed ten percent (10%) of the value of personal services anticipated by this Contract.

Invoices shall be submitted in triplicate to:

Employment Development Department
Information Technology Branch, TGD
[REDACTED]

or

E-mail: [REDACTED]

2. PAYMENT WITHHOLD

If the EDD rejects all or part of the Contractor's work or work product, the EDD shall withhold payment for the rejected work or work product and shall notify the Contractor in writing of the reason(s) why the work or work product was rejected. The Contractor shall take appropriate measures to correct the work and demonstrate to the EDD that the Contractor has successfully completed the work before payment can be made.

EXHIBIT B
(Standard Agreement)

3. BUDGET CONTINGENCY

It is mutually understood between the parties that this Contract may have been written before ascertaining the availability of congressional and legislative appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Contract were executed after that determination was made.

This Contract is valid and enforceable only if (1) sufficient funds are made available by the State Budget Act of the appropriate State Fiscal Year(s) covered by this Agreement for the purposes of this program; and (2) sufficient funds are made available to the State by the United States Government or by the State of California for the Fiscal Year(s) covered by this Contract for the purposes of this program. In addition, this Contract is subject to any additional restrictions, limitations or conditions established by the United States Government and/or the State of California, or any statute enacted by the Congress and Legislature, which may affect the provisions, terms or funding of the Contract in any manner.

The parties mutually agree that if the Congress and/or Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

4. AVAILABILITY OF FUNDS

If the term of this Contract covers more than the current fiscal year, continuation of the Contract is subject to the appropriation of funds by the Legislature. If funds to continue payment are not appropriated, the Contractor agrees to terminate any service supplied to the EDD under this Contract, and relieve the EDD of any further obligation. The EDD has the option to invalidate the Contract under the 30-day cancellation clause or to amend the Contract to reflect any reduction of funds.

5. CONTRACT TERMINATION

The EDD may exercise its option to terminate the Contract at any time with 30 days prior written notice. In the event of such termination, the EDD shall pay all amounts due to the Contractor for all work-accepted prior to termination.

6. PROMPT PAYMENT CLAUSE

Unless otherwise specified, payment will be made in accordance with Government Code sections 927 et. seq., as applicable. Payment shall not be due until the later of: (a) the date of acceptance of goods or performance of services; or (b) receipt of an accurate invoice.

ATTACHMENT B-1
(Standard Agreement)

COST WORKSHEET



ORACLE Platinum
Partner

Company Name: California Employment Development Department

Estimate Number: 128474

Estimate prepared on: January 26, 2021

Consulting Services
CMAS Labor Category

Item Nbr		Hourly Rate
1	Senior Principal Consultant	\$ 212.67
2	Principal II Consultant	\$ 190.86
3	Principal I Consultant	\$ 152.68
Cost Total: \$1,063,350.00		

Hours Estimate: 5,000 hours

This quote is associated with the services outlined within "Exhibit A Statement of Work" between Mythics and The Employment Development Department (EDD). Mythics is submitting this proposal pursuant to the terms and conditions of Mythics' CMAS Contract No.: 3-17-70-1805B. Any additional terms amended to this order 1) must be mutually agreed to by the Parties, and 2) in the case of a conflict, Mythics' CMAS Contract terms and conditions will govern.

Notes:
Consultants in the listed labor categories will perform the following high-level tasks: Capacity and Performance Planning, Architecture requirements support, authentication integration support and other Oracle IDM support.
The work will not exceed \$1,063,350. If lower labor categories are leveraged, hours will be defined within a work authorization at the hourly rate specified in the cost table included in the quote.

The 5,000 hours includes unanticipated tasks not to exceed 10% of the total hours.

ATTACHMENT B-2
(Standard Agreement)

WORK AUTHORIZATION PROCESS/FORM

The following rules shall apply for Work Authorizations (WAs):

1. GENERAL

All service tasks or deliverables in the Contract shall be defined and agreed to through the use of an approved WA. Tasks or deliverables not specified either in the Contract, or via an approved WA and WA Acceptance Form, Attachment B-3, may not be invoiced under the Contract and are completed at the Contractor's own expense. WAs will be utilized to enable the EDD to manage its day to day operations within the existing scope, resources and cost of the contract. WAs will not be used to add funding or resource classifications not identified in the original contract. Additional funding or resource classifications shall only be added through a written contract amendment approved by the State.

2. CONTENT

Each WA shall contain a statement of the purpose, objective, or goals to be performed by the Contractor, the job classification, or approximate skill level of the personnel made available by the Contractor, an identification of all deliverables to be developed by the Contractor and delivered to the EDD, an identification of all significant materials to be delivered by the EDD to the Contractor, a time schedule for the provisions of these services by the Contractor, Acceptance Criteria for the deliverable(s) produced, the name or identification of the Contractor personnel assigned, the Contractor's work hours required to produce the deliverable(s), and the total fixed cost of the WA.

3. RATES/COST

The Contractor shall base prices for WAs on the Contractor's rates specified in Attachment B-1, Cost Worksheet. The Contractor shall not invoice the EDD in excess of the agreed upon cost total of the WA. The Contractor shall not charge the EDD for preparing a WA or WA Acceptance Form.

4. APPROVAL

All WAs must be in writing and signed by the EDD Program Manager prior to starting work. Upon acceptance by the EDD Program Manager, each such WA shall be incorporated into and become a part of the Contract and the terms and conditions of the Contract shall apply to all such WAs. In no event shall a WA be deemed to be a separate Contract.

5. ACCEPTANCE

A signed Work Authorization Acceptance Form Attachment B-3 is required for each WA and must be attached to the corresponding invoice for payment.

ATTACHMENT B-2
(Standard Agreement)

6. ADDITIONAL RULES FOR ALL WAs:

- It is understood and agreed by both parties to this Contract that all of the terms and conditions of this Contract shall remain in force with the inclusion of any such WA. Such Work Authorizations shall in no way constitute a Contract other than as provided pursuant to this Contract nor in any way amend or supersede any of the other provisions of this Contract.
- All WAs must be in writing prior to beginning work and signed and approved by the Contractor and the State.
- The State has the right to require the Contractor to stop or suspend work on any WA pursuant to the "Stop Work" provision of the General Provisions.
- Personnel resources will not be expended (at a cost to the EDD) on task accomplishment in excess of estimated work hours required unless the procedure below is followed:
 - If, in the performance of the work, the Contractor determines that a WA to be performed under this Contract cannot be accomplished within the estimated work hours, the Contractor will immediately notify the EDD in writing of the Contractor's estimate of the work hours which will be required to complete the WA in full. Upon receipt of such notification, the State may:
 - Authorize the Contractor to expend the estimated additional work hours or service in excess of the original estimate necessary to accomplish the WA (such an authorization not unreasonably to be withheld), or
 - terminate the WA, or
 - alter the scope of the WA in order to define tasks that can be accomplished within the remaining estimated work hours.

7. ADDITIONAL RULES FOR WAs FOR UNANTICIPATED TASKS:

- In the event that additional work must be performed which was wholly unanticipated and is not specified in the Specifications, but which in the opinion of both parties is necessary to the successful accomplishment of the general scope of work outlined, the procedures outlined in this Section will be employed.
- For each item of unanticipated work not specified in the Specifications, a WA will be prepared in accordance with the attached form.

ATTACHMENT B-2
(Standard Agreement)

The following deliverables will be produced in accordance with this Work Authorization and the provisions of Contract No. M63956-7100.

PART 1: GENERAL INFORMATION	
Work Authorization Number	
Purpose/Objective/Goal	
Schedule of Deliverable Completion	
Contractor Personnel to be Assigned (Classification)	
State responsibilities	
Acceptance Criteria	

PART 2: WORK AUTHORIZATION FIXED COST				
Task #	Deliverable Description	Total Hours	Hourly Rate	Total Cost
01			\$	\$
02			\$	\$
03			\$	\$
04			\$	\$
05			\$	\$
06			\$	\$
07			\$	\$
08			\$	\$
09			\$	\$
10			\$	\$
Total				\$

PART 3: APPROVAL SIGNATURES	
SIGNATURE	DATE OF APPROVAL
Contractor Printed Name:	
Contractor Title:	
SIGNATURE	DATE OF APPROVAL
EDD Printed Name:	
EDD Title:	

ATTACHMENT B-3
(Standard Agreement)

WORK AUTHORIZATION ACCEPTANCE FORM

PART 1: GENERAL INFORMATION

EDD Contract Number				
Project Name				
Project Sponsor				
Project Criticality Rating				
Program Branch				
Controlling Division				
Author				
Type of Acceptance	<input type="checkbox"/>	Phase or major task acceptance	<input type="checkbox"/>	Final product acceptance

PART 2: LIST OF COMPLETED TASKS

Task #	Task Description	Planned Completion Date	Actual Completion Date	Variance (# of Days)
01				
02				
03				
04				
05				
06				

PART 3: REASON(S) FOR VARIANCE(S)

Task #	Describe the reason(s) for variance(s) from the schedule baseline (if applicable)

ATTACHMENT B-3
(Standard Agreement)

PART 4: APPROVAL SIGNATURE(S)

The tasks listed in Part 2 are:

<input type="checkbox"/>	Approved as is	
<input type="checkbox"/>	Approved with changes	Describe changes:
<input type="checkbox"/>	Denied – Does not meet expectations	Explain denial:

SIGNATURE	DATE OF APPROVAL
Contractor Printed Name:	
Contractor Title:	
SIGNATURE	DATE OF APPROVAL
EDD Printed Name:	
EDD Title:	

EXHIBIT C
(Standard Agreement)

GENERAL PROVISIONS-INFORMATION TECHNOLOGY

The DGS [IT General Provisions GSPD401IT](#), Revised 9/5/14 will be incorporated via reference and made part of this contract as if attached hereto.

CMAS TERMS AND CONDITIONS

The Contractor agrees to meet the requirements, terms and conditions of the Contractor's CMAS contract # 3-17-70-1805B-1.

EXHIBIT D
(Standard Agreement)

PROTECTION OF CONFIDENTIALITY

Federal and state confidentiality laws, regulations, and administrative policies classify all the Employment Development Department (EDD) information provided under this Contract as confidential. The federal and state laws prohibit disclosure of the EDD's confidential information to the public and mandate its protection against loss and against unauthorized access, use, disclosure, modification, or destruction.

The Contractor must therefore, agree to the following security and confidentiality requirements:

ADMINISTRATIVE SAFEGUARDS

- a. Adopt policies and procedures to ensure use of the EDD's confidential information solely for purposes specifically authorized under this Contract that meet the requirements of Title 20, Code of Federal Regulations §603.10.
- b. Warrant by execution of this Contract, that no person or selling agency has been employed or retained to solicit or secure this Contract upon agreement or understanding for a commission, percentage, brokerage, or contingent fee. In the event of a breach or violation of this warranty, the EDD shall have the right to annul this Contract without liability, in addition to other remedies provided by law.
- c. Warrant and certify that in the performance of this Contract the Contractor will comply with all applicable statutes, rules and/or regulations, and Contract information security requirements, including but not limited to the following:
 - California Unemployment Insurance Code §1094 (Disclosure Prohibitions)
 - Title 20, Code of Federal Regulations §603.9 and §603.10 (Federal Unemployment Compensation Safeguards and Security Requirements)
 - California Civil Code §1798, et seq. (Information Practices Act)
 - California Penal Code §502 (Computer Fraud Act)
 - Title 5, U.S. Code §552a (Federal Privacy Act Disclosure Restrictions)
 - Title 42, U.S. Code §503 (Social Security Act)
 - Title 18, U.S. Code §1905 (Disclosure of Confidential Information)
- d. Except for state agencies, agree to indemnify the EDD against any loss, cost, damage or liability resulting from violations of these applicable statutes, rules and/or regulations, and Contract information security requirements.
- e. Protect the EDD's information against unauthorized access, at all times, in all forms of media. Access and use the information obtained under this Contract only to the extent necessary to assist in the valid administrative needs of the program receiving such information, and only for the purposes defined in this Contract.
- f. Keep all the EDD's confidential information completely confidential. Make this information available to authorized personnel on a "need-to-know" basis and only for the purposes authorized under this Contract. "Need-to-know" refers to those authorized personnel who

EXHIBIT D
(Standard Agreement)

need information to perform their official duties in connection with the use of the information authorized by this Contract.

- g. Notify the EDD Information Security Office (ISO) at [REDACTED], immediately upon discovery, that there may have been a breach in security which has or may have resulted in compromise to the confidential information. For purposes of this section, immediately is defined within 24 hours of discovery of the breach. The notification shall be by phone and the caller shall speak directly with a person in the EDD ISO. **It is not sufficient to simply leave a message.** The notification must include a detailed description of the incident (such as time, date, location, and circumstances) and identifying responsible personnel (name, title and contact information). The verbal notification shall be followed with an email notification to InformationSecurityOffice@edd.ca.gov.

MANAGEMENT SAFEGUARDS

- Confidential nature of the EDD information.
- Requirements of this Contract.
- Sanctions specified in federal and state unemployment compensation laws and any other relevant statutes against unauthorized disclosure of confidential information provided by the EDD.
 - a. Require that all personnel assigned to work with the information provided by the EDD complete the EDD Confidentiality Statement.
 - b. Return the following completed documents to the EDD Contract Services Group:
 - The EDD Indemnity Agreement is required to be completed by the Contractor, Chief Financial Officer, or authorized Management Representative, unless Contractor is a State Agency.
 - The EDD Statement of Responsibility Information Security Certification is required to be completed by the Information Security Officer or authorized Management Representative.
 - c. Permit the EDD to make on-site inspections to ensure that the terms of this Contract are being met. Make available to the EDD staff, on request and during on-site reviews, copies of the EDD Confidentiality Statement completed by personnel assigned to work with the EDD's confidential information, and hereby made a part of this Contract.
 - d. Maintain a system of records sufficient to allow an audit of compliance with the requirements under subsection (d) of this part. Permit the EDD to make on-site inspections to ensure that the requirements of federal and state privacy, confidentiality and unemployment compensation statutes and regulations are being met including but not limited to Social Security Act §1137(a) (5)(B).

USAGE, DUPLICATION, AND REDISCLOSURE SAFEGUARDS

- a. Use the EDD's confidential information only for purposes specifically authorized under this Contract. The information is not admissible as evidence in any action or special proceeding except as provided under §1094(b) of the California Unemployment Insurance Code (CUIC).

EXHIBIT D
(Standard Agreement)

Section 1095(u) of the CUIC does not authorize the use of the EDD's confidential information by any private collection agency.

- b. Extraction or use of the EDD information for any purpose outside the purposes stated in this Contract is strictly prohibited. The information obtained under this Contract shall not be reproduced, published, sold, or released in original or any other form not specifically authorized under this Contract.
- c. Disclosure of any of the EDD information to any person or entity not specifically authorized in this Contract is strictly prohibited. Personnel assigned to work with the EDD's confidential information shall not reveal or divulge to any person or entity any of the confidential information provided under this Contract except as authorized or required by law.

PHYSICAL SAFEGUARDS

- a. Take precautions to ensure that only authorized personnel are given access to physical, electronic and on-line files. Store electronic and hard copy information in a place physically secure from access by unauthorized persons. Process and store information in electronic format, such as magnetic tapes or discs, in such a way that unauthorized persons cannot retrieve the information by means of computer, remote terminal, or other means.
- b. Secure and maintain any computer systems (network, hardware, and software applications) that will be used in the performance of this Contract. This includes ensuring that all security patches, upgrades, and anti-virus updates are applied as appropriate to secure data that may be used, transmitted, or stored on such systems in the performance of this Contract.
- c. Store all the EDD's confidential documents in a physically secure manner at all times to prevent unauthorized access.
- d. Store the EDD's confidential electronic records in a secure central computer facility. Where in-use on a shared computer system or any shared data storage system, ensure appropriate information security protections are in place. The Contractor shall ensure that appropriate security access controls, storage protections and use restrictions are in place to keep the confidential information in the strictest confidence and shall make the information available to its own personnel on a "need-to-know" basis only.
- e. Store the EDD's confidential data in encrypted format when recorded on removable electronic storage media, or on mobile computing devices, such as a laptop computer.
- f. Maintain an audit trail and record data access of authorized users and authorization level of access granted to the EDD's data, based on job function.
- g. Direct all personnel permitted to use the EDD's data to avoid leaving the data displayed on their computer screens where unauthorized users may view it. Personnel should retrieve computer printouts as soon as they are generated so that the EDD's data is not left unattended in printers where unauthorized personnel may access them.
- h. Dispose of confidential information obtained from the EDD, and any copies thereof made by the Contractor, after the purpose for which the confidential information is disclosed is served. Disposal means return of the confidential information to the EDD or destruction of the information utilizing an approved method of confidential destruction, which includes electronic deletion (following Department of Defense specifications) shredding, burning, or certified or witnessed destruction.

EMPLOYMENT DEVELOPMENT DEPARTMENT

CONFIDENTIALITY AGREEMENT

Information resources maintained by the State of California Employment Development Department (EDD) and provided to your agency may be confidential or sensitive. Confidential and sensitive information are not open to the public and require special precautions to protect it from wrongful access, use, disclosure, modification, and destruction. The EDD strictly enforces information security. If you violate these provisions, you may be subject to administrative, civil, and/or criminal action.

 PRINT YOUR NAME

an employee of

 PRINT YOUR EMPLOYER'S NAME

hereby acknowledge that the confidential and/or sensitive records of the Employment Development Department are subject to strict confidentiality requirements imposed by state and federal law include the California Unemployment Insurance Code (UIC) §§1094 and 2111, the California Civil Code (CC) §1798 et seq., the California Penal Code (PC) §502, Title 5, USC §552a, Code of Federal Regulations, Title 20 part 603, and Title 18 USC §1905.

- INITIAL** acknowledge that my supervisor and/or the Contract's Confidentiality and Data Security Monitor reviewed with me the confidentiality and security requirements, policies, and administrative processes of my organization and of the EDD.
- INITIAL** acknowledge responsibility for knowing the classification of the EDD information I work with and agree to refer questions about the classification of the EDD information (public, sensitive, confidential) to the person the Contract assigns responsibility for the security and confidentiality of the EDD's data.
- INITIAL** acknowledge responsibility for knowing the privacy, confidentiality, and data security laws that apply to the EDD information I have been granted access to by my employer, including UIC §§1094 and 2111, California Government Code § 15619, CC § 1798.53, and PC § 502.
- INITIAL** acknowledge that wrongful access, use, modification, or disclosure of confidential information may be punishable as a crime and/or result in disciplinary and/or civil action taken against me—including but not limited to: reprimand, suspension without pay, salary reduction, demotion, or dismissal—and/or fines and penalties resulting from criminal prosecution or civil lawsuits, and/or termination of contract.
- INITIAL** acknowledge that wrongful access, inspection, use, or disclosure of confidential information for personal gain, curiosity, or any non-business related reason is a crime under state and federal laws.
- INITIAL** acknowledge that wrongful access, use, modification, or disclosure of confidential information is grounds for immediate termination of my organization's Contract with the EDD.

agree to protect the following types of the EDD confidential and sensitive information:

- Wage Information
- Employer Information
- Claimant Information
- Tax Payer Information
- Applicant Information
- Proprietary Information
- Operational Information (manuals, guidelines, procedures)

INITIAL hereby agree to protect the EDD's information on either paper or electronic form by:

- Accessing or using the EDD supplied information only as specified in the Contract for the performance of the specific work I am assigned.
- Never accessing information for curiosity or personal reasons.
- Never showing or discussing sensitive or confidential information to or with anyone who does not have the need to know.
- Placing sensitive or confidential information only in approved locations.
- Never removing sensitive or confidential information from the work site without authorization.
- Following encryption requirements for all personal, sensitive, or confidential information in any portable device or media.

"I certify that I have read and initialed the confidentiality statements printed above and will abide by them."

 Print Full Name (last, first, MI)

 Signature

 Print Name of Requesting Agency

 Date Signed

Check the appropriate box:

- Employee Student
 Subcontractor Volunteer
 Other

 Explain



EDD Contract No. M63956-7100

EDD/Mythics, Inc.

ATTACHMENT No. D-2

Page 1 of 1

EMPLOYMENT DEVELOPMENT DEPARTMENT INDEMNITY AGREEMENT

In consideration of access to the EDD information which is personal, sensitive, or confidential,

(Enter Requesting Agency/Entity Name)

agrees to indemnify the EDD against any and all liability costs, damages, attorney fees, and other expenses the EDD may incur by reason of or as a result of any unauthorized use of the personal, sensitive, or confidential information or any violation of the "Confidentiality Agreement" by any and all employees of:

(Enter Requesting Agency/Entity Name)

This obligation shall be continuous and may not be changed or modified unless agreed to in writing.

In addition, I understand that the following penalties may be incurred for any such misuse of the EDD Information:

1. Any individual who has access to returns, reports, or documents maintained by the EDD who fails to protect the confidential information from being published or open to the public may be punished by imprisonment in the county jail for up to one year or a fine of \$20,000.00 or both. (California Unemployment Insurance Code §§ 2111 and 2122).
2. Any person who intentionally discloses information, not otherwise public, which they knew or should have known was obtained from personal information maintained by a state agency, shall be subject to civil action for invasion of privacy by the individual to whom the information pertains. (California Civil Code §1798.53).
3. Any unauthorized access to the EDD computer data, computer systems, or unauthorized use of the EDD data is punishable by a fine or imprisonment in the county jail or both. (California Penal Code §502).

I certify that I have read, understand, and agree with the above terms.

SIGNED BY REQUESTING ENTITY REPRESENTATIVE

Print Full Name

Signature

As

Print Title

Date Signed

Of

Print Name of Requesting Entity

Enter Name Governmental Sponsor/Entity



EDD Contract No. M63956-7100
EDD/Mythics, Inc.
ATTACHMENT No. D-3
Page 1 of 1

EMPLOYMENT DEVELOPMENT DEPARTMENT STATEMENT OF RESPONSIBILITY

INFORMATION SECURITY CERTIFICATION

We, the Information Security Officer and Deonte J Watters hereby certify that Mythics, Inc. has in place the safeguards and security requirements stated in this Agreement. We therefore accept responsibility for ensuring compliance with these requirements, as set forth in Exhibit "D" of the EDD Contract No. M63956-7100.

INFORMATION SECURITY OFFICER SIGNATURE

PROGRAM DIRECTOR OR CHIEF INFORMATION OFFICER SIGNATURE

PRINT NAME OF INFORMATION SECURITY OFFICER

PRINT NAME

Information Security Officer

PRINT TITLE

PRINT TITLE

TELEPHONE NUMBER

TELEPHONE NUMBER

E-MAIL ADDRESS

E-MAIL ADDRESS

DATE SIGNED

DATE SIGNED

NOTE: *Return this Information Security Certification to the EDD Contract Manager with the signed copies of the Contract.*

FOR THE EDD USE ONLY

1. Information Security Certification received by:

EDD CONTRACT MANAGER NAME

DATE RECEIVED

2. The EDD information asset access approved by:

CONTRACT MANAGER OR DISCLOSURE COORDINATOR

DATE APPROVED (AFF, EMAIL, ETC.)

NOTE: *The EDD must have a signed "Information Security Certification" in its possession prior to disclosure of any personal, confidential, or sensitive information to Mythics, Inc..*

EXHIBIT E
(Standard Agreement)

SAFEGUARDING CONTRACT LANGUAGE
ADMINISTRATIVE REQUIREMENTS

The following administrative requirements must be completed before services are performed in accordance with the Contract. The Contractor is responsible for any costs or expenses related to time for completing these items. The Employment Development Department (EDD) may terminate the Contract and be relieved of any payments should the Contractor fail to perform the requirements of the Background Investigation at the time and in the manner described below:

a. Background Investigation

Pursuant to Government Code section 1044, the EDD shall conduct a background investigation of the Contractor, its employees, contractors, agents, volunteers, vendors, or subcontractors who will have access to Federal Tax Information (FTI) as part of their duties under this Agreement; and reserves the right to disapprove any individual from performing services under the scope of this Agreement. The Background Investigation will include fingerprinting and an inquiry to the California Department of Justice (DOJ) and the Federal Bureau of Investigations (FBI) to disclose Criminal Offender Record Information (CORI). Investigations are conducted to ascertain whether a Contractor, its employees, contractors, agents, volunteers, vendors, or subcontractors have any state or federal convictions, or are currently released from custody on bail or on their own recognizance pending trial.

Each Contractor, its employees, contractors, agents, volunteers, vendors, or subcontractors who are to perform services under this Agreement must voluntarily consent to a Background Investigation. Fingerprint rolling fees and Background Investigation costs will be borne by the EDD if the preferred fingerprint rolling vendor is utilized. If the Contractor, its employees, contractors, agents, volunteers, vendors, or subcontractors choose to go to a non-preferred Live Scan fingerprint vendor, the costs will be borne by the Contractor, payable at the time of fingerprinting and will not be reimbursed by the EDD. Previous clearances and/or investigations conducted by other agencies will not be accepted as an alternative to the EDD's Background Investigation.

Once this Contract is awarded, it is the responsibility of the Contractor to provide a list of names of individuals who will be working on site at an EDD location or working remotely with access to EDD information (data) and/or information assets (servers, workstations, routers, switches, printers, etc.) to the Contract Monitor. The Contractor will be provided BCIA 8016 forms for its employees, contractors, agents, volunteers, vendors, or subcontractors to utilize for their fingerprint rolling at an EDD preferred fingerprint rolling vendor. The EDD will receive the CORI reports from DOJ and evaluate the information provided against the EDD's established criteria. The Contractor, its employees, contractors, agents, volunteers, vendors, or subcontractors must successfully pass a background investigation pursuant to the EDD's criteria prior to the EDD issuing a badge or access to the EDD's data within 5 business days, the Contractor shall notify the EDD Contract Monitor when its employee, contractor, agent, volunteer, vendor, or subcontractor, working under this Agreement is terminated, not hired, or reassigned to other work. Within 5 business days, the Contractor shall notify the EDD Contract Monitor when its new employee, contractor, agent, volunteer, vendor, or subcontractor is assigned to work under this Agreement in order for the EDD to commence

EXHIBIT E
(Standard Agreement)

conducting a background investigation of its new employee, contractor, agent, volunteer, vendor, or subcontractor.

b. Annual Information Security Awareness and Privacy Training

California state policy requires that the EDD must provide for the proper use and protection of its information assets and arrange for basic security and privacy awareness training (SAM sections 5305.1, 5320.1, 5320.2, 5320.3, SIMM 5330-B) for new users and annually thereafter. Therefore, the Contractor, its employees, contractors, agents, volunteers, vendors, or subcontractors who access state resources must complete the designated EDD online annual Information Security Awareness and Privacy Training prior to accessing EDD information assets and/or beginning work on a contract. The EDD University will set up a training account. While the training course is provided by the EDD, any expenses, including Contractor time, related to new and/or annual Information Security Awareness and Privacy Training will be the responsibility of the Contractor.

EXHIBIT F
(Standard Agreement)

SAFEGUARDING CONTRACT LANGUAGE FOR TECHNOLOGY SERVICES

I. PERFORMANCE

In performance of this Contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be done under the supervision of the Contractor or the Contractor's employees.
- (2) The Contractor and the Contractor's employees, Contractors, agents, volunteers, vendors, or subcontractors must meet the background check requirements provided in Exhibit E of this Contract.
- (3) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this Contract. Disclosure to anyone other than an officer or employee of the Contractor will be prohibited.
- (4) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- (5) The Contractor certifies that the data processed during the performance of this Contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the Contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the Contractor certifies that any Internal Revenue Service (IRS) data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- (6) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the Contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- (7) All computer systems receiving, processing, storing or transmitting federal tax information (FTI) must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to FTI.

EXHIBIT F
(Standard Agreement)

- (8) No work involving FTI furnished under this Contract will be subcontracted without prior written approval of the IRS.
- (9) The Contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office. (See Section 10.0, Reporting Improper Inspections or Disclosures of the [IRS Publication 1075](#).) The agency will have the right to void the Contract if the Contractor fails to provide the safeguards described above.

II. CRIMINAL/CIVIL SANCTIONS

- (1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth in
26 C.F.R. § 301.6103(n)-1.
- (2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this Contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the Contract. Inspection by or disclosure to anyone without an official need-to- know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC 7213A and 7431 and set forth in
26 C.F.R. § 301.6103(n)-1.

EXHIBIT F
(Standard Agreement)

- (3) Additionally, it is incumbent upon the Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. § 552(a). Specifically, 5 U.S.C. § 552(a)(i)(1), which is made applicable to Contractors by 5 U.S.C. § 552(a)(m)(1), provides that any officer or employee of a Contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
- (4) Granting a Contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, Contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A. (See Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure of the IRS Publication 1075). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10.0, Reporting Improper Inspections or Disclosures of the IRS Publication 1075.) For both the initial certification and the annual certification, the Contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

The IRS and the agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the Contractor to inspect facilities and operations performing any work with FTI under this Contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the Contractor is found to be noncompliant with Contract safeguards.

* Language used throughout Exhibit F is derived from [IRS Publication 1075](#)

EXHIBIT G
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

1. CONTRACT APPROVAL

The Contract is not effective until it has been approved by the State. The Contractor may not commence performance under this Contract until it has been approved by the State.

Should the Contractor begin work prior to receiving a copy of the approved Contract, any work performed prior to execution of the contract shall be considered as having been done at the Contractor's own risk and as a volunteer.

2. LOBBYING RESTRICTIONS

The Contractor must certify lobbying activities and disclose lobbying activities by completing the Certification Regarding Lobbying and Disclosure of Lobbying Activities and submit it with the Offer. The forms shall be completed by the reporting entity, whether sub-awardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. Section 1352.

3. CERTIFICATION REGARDING DEBARMENT

Debarment, suspension, ineligibility and voluntary exclusion of lower tier covered transaction certification is required for this procurement by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, participants' responsibilities. The regulations were published as Part VII of the May 26, 1988, Federal Register (Pages 19160-19211).

4. WORKFORCE INNOVATION AND OPPORTUNITY ACT

Contractor agrees to conform to the nondiscrimination provisions of the Workforce Innovation and Opportunity Act (WIOA) and other federal nondiscrimination requirements as referenced in 29 CFR, Part 37 and 38.

5. PUBLIC CONTRACT CODE

The Contractor is advised that he/she has certain duties, obligations, and rights under the Public Contract Code §§ 10335 – 10381 and 10410 - 10412, with which the Contractor should be familiar. These Public Contract Code sections can be viewed at:

http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=PCC§ionNum=10335
http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=PCC§ionNum=10381
http://leginfo.legislature.ca.gov/faces/codes_displaySection.xhtml?lawCode=PCC§ionNum=10410

EXHIBIT G
(Standard Agreement)

6. NOTICES

All notices relating to this Contract shall be in writing and shall be sent to the respective Contract Managers set forth in this Contract. All such notices shall be deemed delivered if deposited, postage prepaid, in the United States mail and sent to the parties' last known address.

7. AVOIDANCE OF CONFLICTS OF INTEREST BY CONTRACTOR

- A. Consultants are advised that that Political Reform Act prohibits public officials, which include consultants, from making, participating in making, or in any way attempting to use his official position to influence a governmental decision in which he knows or has reason to know he has a financial interest. (Government Code § 87100; see Government Code § 81000 and Government Code § 1090 et seq.). For purposes of this contract, consultants are defined as any individual performing work under this contract.
- B. The Contractor shall make all reasonable efforts to ensure that no conflict of interest exists between its officers, agents, employees, consultants or members of its governing body.
- C. The Contractor shall prevent its officers, agents, employees, consultants or members of its governing body from using 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.
- D. During the performance of this contract, should the Contractor become aware of a financial conflict of interest that may foreseeably allow an individual or organization involved in this Contract to materially benefit from the State's adoption of an action(s) recommended as a result of this contract, the Contractor must inform the State in writing within 10 working days.
- E. Failure to disclose a relevant financial interest on the part of the consultant will be deemed grounds for termination of the Contract with all associated costs to be borne by the Contractor and, in addition, the Contractor may be excluded from participating in the State's bid processes for a period of up to 360 calendar days in accordance with the Public Contract Code section 12102(j).
- F. The EDD may request additional information regarding a consultant's economic interests. If the additional information is not provided to the satisfaction of the EDD, then the Contractor must provide a substitute consultant with similar credentials to resolve the potential conflict as provided in paragraph D.
- G. Consultants are advised that the Fair Political Practices Commission has jurisdiction to enforce the Political Reform Act and may seek civil and criminal prosecution for violations of the act, including failure to disclose financial interests. Other penalties for violating the Political Reform Act could include fines, conviction of a misdemeanor, disqualification from serving in public office or as a lobbyist, and being responsible for the costs of the litigation, including attorney's fees.

EXHIBIT G
(Standard Agreement)

- H. All consultants providing work under this Contract shall include a completed Statement of Economic Interests, Form 700 (<https://www.fppc.ca.gov/Form700.html>) at the time of award. In addition, consultants shall file a Form 700 annually by April 1, thereafter during the life of the contract. Each new and/or substitute consultant shall file a Form 700 prior to performing any work on the contract.
- I. Consultants are advised that they may amend their Form 700 at any time and that amending an incorrect or incomplete report may be considered evidence of good faith by the Fair Political Practices Commission.

8. DISPUTES

Any dispute concerning a question of fact arising under the term of this Contract which is not disposed of within a reasonable period of time (ten days) by the Contractor and State employees normally responsible for the administration of this contract shall be brought to the attention of the Chief Executive Officer (or designated representative) of each organization for joint resolution.

9. SUBCONTRACTOR LANGUAGE

Nothing contained in this Contract shall create any contractual relationship between the State and any subcontractor, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor is fully responsible to the State for the act and omissions of its subcontractor and of persons either directly or indirectly employed by any of them.

The Contractor's obligation to pay its subcontractors is independent from the State's obligation to make payment to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

10. BACKGROUND INVESTIGATION

The EDD shall conduct a background investigation of the Contractor, its employees, contractors, agents, volunteers, vendors, or subcontractors, unless the EDD determines such individuals are not subject to a background investigation. Individuals must voluntarily consent to a background check and the EDD reserves the right to disapprove any individual from performing services under the scope of the Contract.

Investigations will be conducted to ascertain whether a Contractor, its employees, contractors, agents, volunteers, vendors, or subcontractors have any state or federal convictions, or are currently released from custody on bail or on their own recognizance pending trial. The background investigation will include fingerprinting and an inquiry to the California Department of Justice (DOJ) and the Federal Bureau of Investigations (FBI) to disclose Criminal Offender Record Information (CORI). The EDD will absorb the cost of the fingerprinting services.

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(Standard Agreement)

11. EVALUATION OF CONTRACT/CONTRACTOR

For IT Services over \$500,000, within sixty (60) days after the completion of the Contract, the Program Manager shall complete a written evaluation of Contractor's performance under the Contract. A copy of the STD 971 must be emailed to the State Department of Technology at [REDACTED] and shall remain in the contract file for 36 months. If the Contractor did not satisfactorily perform the work, a copy of the evaluation form will be sent to the Contractor within fifteen (15) working days of the completion of the evaluation. (PCC 12102.3). You may view the form here: <https://www.documents.dgs.ca.gov/dgs/fmc/pdf/std971.pdf>

12. CONTRACTOR STAFF CHANGES

The Contractor reserves the sole right to determine the assignment of its employees. The Contractor agrees to notify EDD in writing of all changes in personnel assigned to this Contract as soon as is practicable.

The Contractor agrees that if EDD determines that Contractor personnel are failing to adequately perform services, the Contractor shall provide substitute personnel that meet or exceed all minimum qualifications as stated in this Contract.

The Contractor agrees that if Contractor personnel assigned to the project are unable to perform their duties due to illness, resignation, or other factors beyond the Contractor's control, the Contractor shall provide substitute personnel that meet or exceed all minimum qualifications as stated in this Contract.

13. OWNERSHIP RIGHTS

All data, documents, software and other artifacts produced under the contract become the sole property of EDD with an exception for preexisting materials to remain owned by the Contractor.

14. TERMINATION CLAUSE

This Agreement may be terminated by the EDD by giving written notice 30 days prior to the effective date of such termination.