

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER
M61657-0559PURCHASING AUTHORITY NUMBER (if Applicable)
EDD-7100

1. This Agreement is entered into between the Contracting Agency and the Contractor named below:

CONTRACTING AGENCY NAME

Labor and Workforce Development Agency (LWDA)/EDD

CONTRACTOR NAME

Runyon Saltzman, Inc. DBA RSE

2. The term of this Agreement is:

START DATE

October 27, 2020

THROUGH END DATE

October 31, 2021

3. The maximum amount of this Agreement is:

\$10,000,000.00 (Ten Million Dollars and Zero Cents)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	4
Attachment A-1	Specifications	10
Attachment A-2	Schedule of Contractor Services	3
+ Exhibit B	Budget Detail and Payment Provisions	2
+ Attachment B-1	Budget Cost Worksheet	1
+ Attachment B-2	Estimated Monthly Budget	1
+ Exhibit C	General Terms and Conditions	GTC 04/2017
+ Exhibit D	Special Terms and Conditions	5

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/CS/Sources>

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

CONTRACTOR

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Runyon Saltzman, Inc. DBA RSE

CONTRACTOR BUSINESS ADDRESS

[REDACTED]

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

[REDACTED]

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

[REDACTED]

DATE SIGNED

12/11/2020

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER M61657-0559	PURCHASING AUTHORITY NUMBER (If Applicable) EDD-7100
---------------------------------	---

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Labor and Workforce Development Agency

CONTRACTING AGENCY ADDRESS

[REDACTED]

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

[REDACTED]

TITLE

[REDACTED]

DATE SIGNED

EXEMPTION (If Applicable)

Governor's State of Emergency Proclamation,
effective March 4, 2020 (GC Sections 8625-8629)
SCM V1 (3.10)

EXHIBIT A
(Standard Agreement)

SCOPE OF WORK

This Agreement is entered into by and between the Labor and Workforce Development Agency, hereinafter referred to as LWDA, and Runyon Saltzman, Inc. DBA RSE, hereinafter referred to as Contractor, for the purpose of providing services in accordance with all of the Exhibits and Attachments, attached hereto as a part of this Agreement.

1. Background

On March 4, 2020, Governor Gavin Newsom declared a State of Emergency as a result of the threat of a global pandemic related to the outbreak of coronavirus (COVID-19) illness in the State of California. This Executive Order provided, among other things, that the State must prepare for, respond to and implement measures to mitigate the spread of COVID-19.

LWDA must work quickly to increase public awareness among California's workers and employers on COVID-19 related laws as soon as possible. Assisting workers and employers with understanding labor laws and how to prevent the spread of COVID-19 in their workplaces is critical and time is of the essence for LWDA to create and disseminate public education resources on this topic utilizing multiple strategies.

This Agreement is in response to an emergency, as defined by section 1102 of the CA Public Contract Code. Time is of the essence with respect to all deliverables, timeframes and obligations under this Agreement.

The State enters into this Agreement with Runyon Saltzman, Inc. dba RSE (Contractor) for the sole purpose of preventing the spread and mitigating the risk of harm from COVID-19 among workers and employers in high-risk industries through dissemination of information about how to slow the spread of COVID-19 in California workplaces. The Contractor will be responsible for providing LWDA with consultation services to support LWDA's planning and implementation of COVID-19 public awareness and media outreach projects. The community outreach will include explanation of new laws that recently came into effect to mitigate the risk and harm associated with COVID-19 in workplaces. These bills include AB 685 (expediting Cal/OSHA enforcement and requiring employer notification of potential COVID-19 exposure), AB 1867 (ensuring access to paid sick leave), and SB 1159 (codifying Executive Order N-62-20 regarding workers' compensation benefits). The Contractor shall be responsible for developing and implementing a comprehensive public awareness and education campaign as specified herein.

2. Contract Term and Amount

The total Agreement amount shall be up to and not exceed \$10,000,000.00, and LWDA is not obligated to utilize the entire amount. This Agreement shall be effective from October 27, 2020 to October 31, 2021.

3. Health and Safety Requirements

Contractor(s) entering EDD/LWDA 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/LWDA 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/LWDA 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/LWDA refusing entry onto EDD/LWDA property or removal from EDD/LWDA property. A breach of these requirements grants EDD/LWDA the right to terminate the agreement.

4. Project Managers

Labor Workforce Development Agency	Runyon Saltzman, Inc. dba RSE
Name: [REDACTED]	Name: [REDACTED]
Address: [REDACTED]	Address: [REDACTED]
Phone: [REDACTED]	Phone: [REDACTED]
Email: [REDACTED]	Email: [REDACTED]

5. Contract Administrators

Labor Workforce Development Agency	Runyon Saltzman, Inc. dba RSE
Name: [REDACTED]	Name: [REDACTED]
Address: [REDACTED]	Address: [REDACTED]
Phone: [REDACTED]	Phone: [REDACTED]
Email: [REDACTED]	Email: [REDACTED]

6. Subcontracting

The Contractor will act as prime contractor under this Contract. In addition to identifying all personnel proposed to work under this Contract, the Contractor shall also identify any subcontractor that will perform work to deliver any task/deliverables under the Contract.

The LWDA reserves the right to approve all subcontractors prior to the performance of any work by the subcontractor.

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

If a subcontractor is a California Certified Small Business (SB) and/or Disabled Veteran Business Enterprise (DVBE), then those amounts paid to certified subcontractors shall be identified on the Contractor's invoice(s).

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

7. Contract Termination

LWDA reserves the right to terminate this Agreement subject to 30 days written notice to the Contractor. In the event of such termination, LWDA shall pay all amounts due the Contractor for all services rendered and accepted prior to termination. Additional conditions for termination include, but are not limited to, the following:

This Agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the Agreement. In this instance, the Agreement termination shall be effective as of the date indicated on LWDA's notification to the Contractor.

This Agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or LWDA's premises or equipment are destroyed by fire or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

The Contractor may submit a written request to terminate this Agreement only if LWDA should substantially fail to perform its responsibilities as provided herein.

8. Additional LWDA Contacts

Contract Project Manager (Technical)

Name: TBD, Deputy Secretary Community Engagement

Name:

Address: Labor and Workforce Development Agency

Authorized Official (contract officer)

Name: TBD, Deputy Secretary Community Engagement

Name:

Address: Labor and Workforce Development Agency

Email:

Phone:

Authorized Official (contract officer)

TBD, Manager, Community Engagement

Labor & Workforce Development Agency

Email:

Phone:

Financial Contact/Accounting

Name: [REDACTED]

Senior Accounting Officer

Address: Employment Development Department
[REDACTED]
[REDACTED]

Telephone:

Email:

ATTACHMENT A-1
(Standard Agreement)

SPECIFICATIONS

1. Services Provided by Contractor

A. Purpose and Description of Services

The purpose of the LWDA's communications and outreach campaign is to increase awareness around how to slow the spread of COVID-19 in California workplaces. Workers and employers will be informed about vital legal protections, education resources and enforcement activities housed under the LWDA's Department of Industrial Relations (DIR), which includes the Division of Occupational Safety and Health (DOSH; Cal/OSHA), Division of Labor Standards Enforcement (Labor Commissioner's Office) [DLSE (LCO)] and Division of Workers' Compensation.

- 1) To achieve this, the Contractor shall inventory and assess LWDA's current communication and outreach efforts, evaluate the effectiveness of existing messaging, communication collateral, outreach strategies, and develop strategic tactics that enhance and build on existing efforts.
- 2) The Contractor shall develop a comprehensive outreach and public relations campaign with an immediate goal of increasing awareness of the resources available to workers and employers to slow the spread of COVID-19 in California workplaces.
- 3) The Contractor shall have experience in the creation of statewide marketing and public relations campaigns, advertising buys with a heavy focus on digital and social media as well as traditional media, targeted community outreach and strategic messaging for the diverse population of the audiences and groups that are disproportionately impacted by COVID-19.
- 4) The Contractor shall assess LWDA's current COVID-19 outreach efforts and messaging, evaluate the effectiveness of current communication collateral, and identify high-value target audiences. The Contractor shall develop clear and engaging messaging around COVID-19 awareness and the rights and responsibilities of workers and employers in California.
- 5) The Contractor shall lay the foundation for an outreach and communication campaign. Pending budget approval, the Contractor shall implement a campaign, which will include audience segmentation, targeted messaging, community outreach, and comprehensive earned media, social media, digital and paid media strategies. The campaign will strive to increase awareness of and

access to resources and benefits available to workers and employers in California.

- 6) The Contractor shall have the resources, experience and abilities to develop and implement a statewide outreach and public relations campaign to inform Californians about the importance of slowing the spread of COVID-19 and the resources and rights that are available to them through the LWDA. The campaign shall address the following goals:
 - a. Target workers who are experiencing an information gap about COVID-19 or may not understand available information to take steps to protect themselves.
 - b. Effectively communicate with workers in targeted industries about infection prevention and their legal rights to workplace safety and to take sick leave without retaliation.
 - c. Educate workers and employers about the requirements, including proper equipment/supplies, and best practices to prevent COVID-19 in the workplace by using the tools and services available through LWDA and DIR.
 - d. Educate employers about what to do when there is COVID-19 exposure at their workplace and their understanding of the link between safe business and good business.
 - e. Increase worker and employer understanding of the link between safe workplaces and safe communities, including strategies to keep their families safe.
 - f. Educate and encourage workers about the ways to take action regarding safety and health concerns, workers' compensation, supplemental paid sick leave and other benefits such as wage claims that can mitigate the risk of COVID-19 transmission.
 - g. Meet increased employer engagement with accessible information and materials on how to slow the spread of COVID-19 in their workplaces and comply with COVID-19 related labor laws.
 - h. Suggest new tactics and opportunities that LWDA and DIR have not yet identified.

B. Campaign Scope

- 1) The Contractor shall provide outreach and public relations services to the LWDA that will better prepare Californians to slow the spread of COVID-19 in their workplaces.

- 2) The Contractor shall provide paid media, digital, social media, technology services and communications management. The outreach strategy shall be developed, implemented and adjusted in collaboration with the LWDA Project Team.
- 3) The Contractor shall identify distinct audiences using statewide demographic and language data, workforce data, and findings and data resulting from stakeholder interviews and discussion board research regarding:
 - a. Audience segmentation, including identified archetype customers, their COVID-19 rights and responsibilities awareness, their preferred communication channels and languages, their access to technology and their anticipated resources needs.
 - b. Identification of strategies to make it easier for workers and employers to access the resources they need to stay safe and report claims or problems.
- 4) The Contractor shall create tailored and tested messages targeting primary audiences and, when necessary, accurately translate messages into the following languages, including but not limited to the top five languages spoken in California:
 - a. Spanish
 - b. Chinese (Cantonese/Mandarin)
 - c. Vietnamese
 - d. Hmong
 - e. Punjabi
 - f. Tagalog
 - g. Korean
 - h. Native American
 - i. Farsi/Persian
- 5) The Contractor shall create tailored and tested messages targeting primary audiences from industries and geographic areas identified as high-risk for COVID-19 exposure including but not limited to:
 - a. Agriculture
 - b. Food processing and meat packing
 - c. Janitorial, including housekeeping and hospitality
 - d. Food services, including restaurant and grocery
 - e. Warehouse/logistics
 - f. Manufacturing, including garment
 - g. Purple Tier cities and counties based on latest COVID-19 data
 - h. Central Valley
 - i. Los Angeles County
 - j. Inland Empire (Riverside and San Bernardino Counties)
 - k. Imperial County

- 6) The Contractor shall develop a comprehensive work plan detailing how it will successfully plan, launch, carry out and report results of the campaign. The work plan shall include regularly timed reports (identified in the attached Work Plan) on the effectiveness of the campaign.

C. Campaign Management

- 1) The Contractor shall designate a campaign team, an account principle, who will be the lead visionary for the outreach and public relations campaign, and an account project manager to work with and report to the LWDA Project Team. The Contractor shall have adequate support staff and/or identified partners and subcontractors to accomplish scope of work objectives. The Contractor shall coordinate a team to lead and drive campaign objectives.
- 2) The Contractor shall direct and oversee subcontractors, partners and vendors, such as those providing graphic printing and studio services which the LWDA cannot produce in-house.
- 3) The Contractor shall maintain and drive an ongoing campaign calendar in coordination with the LWDA Project Team.
- 4) The Contractor shall coordinate, lead and participate in meetings and weekly conference calls, as outlined in Ongoing Communication and as directed by the LWDA Project Team, to successfully drive campaign objectives.
- 5) The Contractor shall provide quarterly written reports, updated plans and timeline.
- 6) The Contractor shall create a COVID-19 awareness branding guide and collateral toolkit for statewide engagement.

D. Communication Plan

- 1) The Contractor shall develop a scalable strategic outreach and public relations plan and timeline (Communication Plan) that drives a statewide coordinated outreach effort. This plan will outline how the Contractor will creatively utilize paid and earned media, strategic partnerships and creative tactics to communicate the importance and requirements of reducing the spread of COVID-19 in California workplaces.
- 2) The Contractor shall develop a flexible outreach and public relations strategy and ensure it is adapted and updated in real time to reflect shifts in LWDA-related events and circumstances, the political climate

and other unanticipated conditions.

- 3) The Contractor is encouraged to think creatively and utilize technology, such as mobile devices, social media and experiential media to recommend innovative ways to effectively and quickly communicate to LWDA current and future customers.
- 4) The Contractor shall collaborate with the LWDA Project Team to ensure the following:
 - a. Messaging and tactics outlined in the strategy are current, responsive and effective.
 - b. Messaging and tactics appropriately and effectively target distinct audiences throughout the State.
 - c. Existing LWDA efforts, partnerships and collaborations are being complemented.
 - d. Efforts and resources are not duplicated.
- 5) The Contractor shall deliver the written Work Plan to the LWDA Project Team for review and approval within two (2) weeks of contract execution. The plan must contain the following:
 - a. Messaging Plan
- 6) The Contractor shall develop a messaging plan that takes into account the following:
 - a. The Contractor shall review all existing messaging developed and utilized by LWDA and DIR in relation to reducing the spread of COVID-19. Where effective, the Contractor shall build on this messaging; where ineffective, existing messaging shall be refined or replaced.
 - b. The Contractor shall use LWDA data in conjunction with statewide demographic and language data and audience data resulting from research efforts to identify distinct audiences among all California workers and employers.
 - c. Statewide messaging must integrate audience segmentation such as: demographics, geography, attitudes, needs, motivations and previous engagement or response to government programs. Some audience segments may face physical, economic, social, language and cultural barriers to effectively communicating with LWDA and its agencies and require careful consideration and additional outreach and strategic messaging.

- d. Messaging shall educate Californians about the resources and rights available to workers and employers operating under the threat of COVID-19 exposure in their workplaces.
- e. Messaging may shift during the length of the campaign due to communication priorities or external events. The Contractor shall make rapid adjustments to campaign messaging and tactics to address needs based on political climate changes. The Contractor's messaging plan shall address how rapid messaging adjustments will be made and what resources and tactics will be utilized without incurring additional cost or delay of future work product.

E. **Outreach and Public Relations**

- 1) The Contractor shall develop a scalable outreach and public relations plan that outlines strategic tactics and timelines for creating and placing communications throughout the state. The plan must incorporate the two-pronged communication effort to raise awareness of resources available to employers and rights available to workers related to COVID-19 exposure in the workplace.
- 2) The plan must include tailored recommendations for reaching identified audience segments. The plan must include a comprehensive marketing campaign that reaches the most people and gains the largest recognition in the most economical way.
- 3) The outreach plan shall consist of detailed strategies and implementation timelines for tactics such as but not limited to:
 - a. **Earned Media:** The Contractor shall provide earned media and logistical support to the LWDA Project Team. The Contractor shall amplify state COVID-19 awareness efforts and events through earned media.
 - b. **Paid Media:** The Contractor shall provide a paid media strategy and timeline.
 - c. **Social Media:** The Contractor shall provide a social media strategy and timeline, which include the development of campaign branded channels and targeted advertisements.
 - d. **Campaign Strategy:** The Contractor shall provide a campaign strategy and timelines that will influence, inform and support the LWDA's internal social media efforts.
 - e. **Digital Media:** The Contractor shall provide a digital media strategy and timeline.
 - f. **Partnerships:** The Contractor shall provide a strategy and timeline for developing partnerships that will result in local communities, government agencies, businesses, regional labor

agencies, transportation hubs and other community-based organizations establishing ongoing awareness and outreach efforts aimed at high-risk California workers and employers. The Contractor must outline plans to work with LWDA to recruit public and private agencies to distribute its COVID-19 awareness messaging.

F. Implementation Plan

- 1) Media buys: The Contractor shall be responsible for the procurement of all media buys.
- 2) The Contractor must use commercially reasonable efforts to negotiate and procure the most cost-effective media buy-outs and added value components.
- 3) A cost-effective and scalable paid media plan must be able to balance the need to drive swift and immediate statewide awareness of COVID-19 resources and regulations. It may include but not be limited to:
 - a. Television (TV) - Broadcast and Cable TV with a broad reach in varied dayparts and programming, and DRTV placement.
 - b. Radio, out-of-home, print, direct mail, email and paid digital media, including premium and programmatic display, and mobile advertising to support and extend the mass media campaign.
 - c. Integration of the paid media strategy with other digital efforts (Social Media, Paid Social and Search Engine Marketing).
- 4) The Contractor shall:
 - a. Budget and negotiate media purchasing.
 - b. Ensure media buys have added value components.
 - c. Finalize media buy contracts and oversee implementation and production process.
 - d. Provide timely updates to the LWDA regarding media buys.

G. Production

- 1) The Contractor shall use commercially reasonable efforts to negotiate the most cost-effective vendor and talent agreements. The Contractor shall utilize in-house LWDA talent when feasible.

- 2) The Contractor shall:
 - a. Identify and secure effective, relevant messengers and/or talent for advertisements.
 - b. Budget and negotiate talent contracts, if applicable.
 - c. Develop effective messaging and creative scripts.
 - d. Provide spokesperson training.
 - e. Oversee the production process.
 - f. Provide timely updates per an agreed-upon schedule with the LWDA Project Team. Updates shall incorporate timing for approval processes at various stages.

H. Collateral Development

- 1) The Contractor shall develop corresponding collateral assets that further the LWDA outreach and public relations efforts.
- 2) The Contractor shall:
 - a. Recommend the development of additional campaign collateral materials to support awareness and activation efforts.
 - b. Develop innovative solutions to address the unique challenges facing COVID-19 rights and resources awareness among workers and employers.
 - c. Develop, pre-test, produce, place and evaluate creative concepts for and approved by the LWDA Project Team.
 - d. Be responsible for printing and cost of printing campaign materials when LWDA is not able to print in house.
- 3) The Contractor shall work with the LWDA Project Team for review and approval.

I. Reporting

- 1) Progress Reporting
 - a. Weekly campaign calls with the LWDA Project Team led by the Contractor's Project Manager.
 1. Frequency can be adjusted during the term of the Agreement as determined by the LWDA Project Team.

2. Calls shall begin immediately upon execution of the Agreement.
 3. Reports on media monitoring, paid ad performance (social, digital, radio, etc.), content performance.
- b. Planning calls every week with the Contractor and LWDA Project Team, led by the Contractor's Project Manager.
1. Frequency is subject to change during the term of the Agreement as determined by the LWDA Project Team.
- c. Written Reports
1. Quarterly written reports outlining statewide efforts:
 - a. Updated communication plan.
 - b. Updated strategic timeline.
 - c. Messaging and branding progress.
 - d. Creative development progress and placement.
 - e. Media purchasing progress budget and results.
 - f. Media analytics.
 - g. Media partners.
 2. The LWDA Project Team shall work with the Contractor to identify and track impacts of the outreach and marketing campaign based on the following reports:
 - a. Initial report based on market research to identify target audiences, messages and strategies to reach these audiences.
 - b. Market research performed at the end of the campaign to evaluate progress and effectiveness.
 - c. Increased levels of engagement with DIR website and new DIR training tools.
 - d. Building continued engagement with the public through list-serv email groups and social media with the public.
 - e. Higher quality of complaints or claims into the Divisions.

f. Higher utilization by employers of consultation services from both Cal/OSHA and DLSE (LCO).

g. Interviews with CBO partners and other stakeholders to get their feedback on the effectiveness of messaging and collateral used to date.

2) Final Report

a. Upon campaign completion, the Contractor shall provide the LWDA with a final report, detailing campaign results:

1. Campaign highlights and wins.

2. Summary and timeline of overall efforts:

A. Media buys

B. Collateral buys

C. Budget summary

D. Testing results

E. Added value media

1. Earned media

2. Media clips

F. Summary of collaboration efforts with LWDA and its partners

3. Mock advertisements and creative designs

A. Effectiveness/viewership results data

4. Analytics and statistics

A. Online click-thru rates

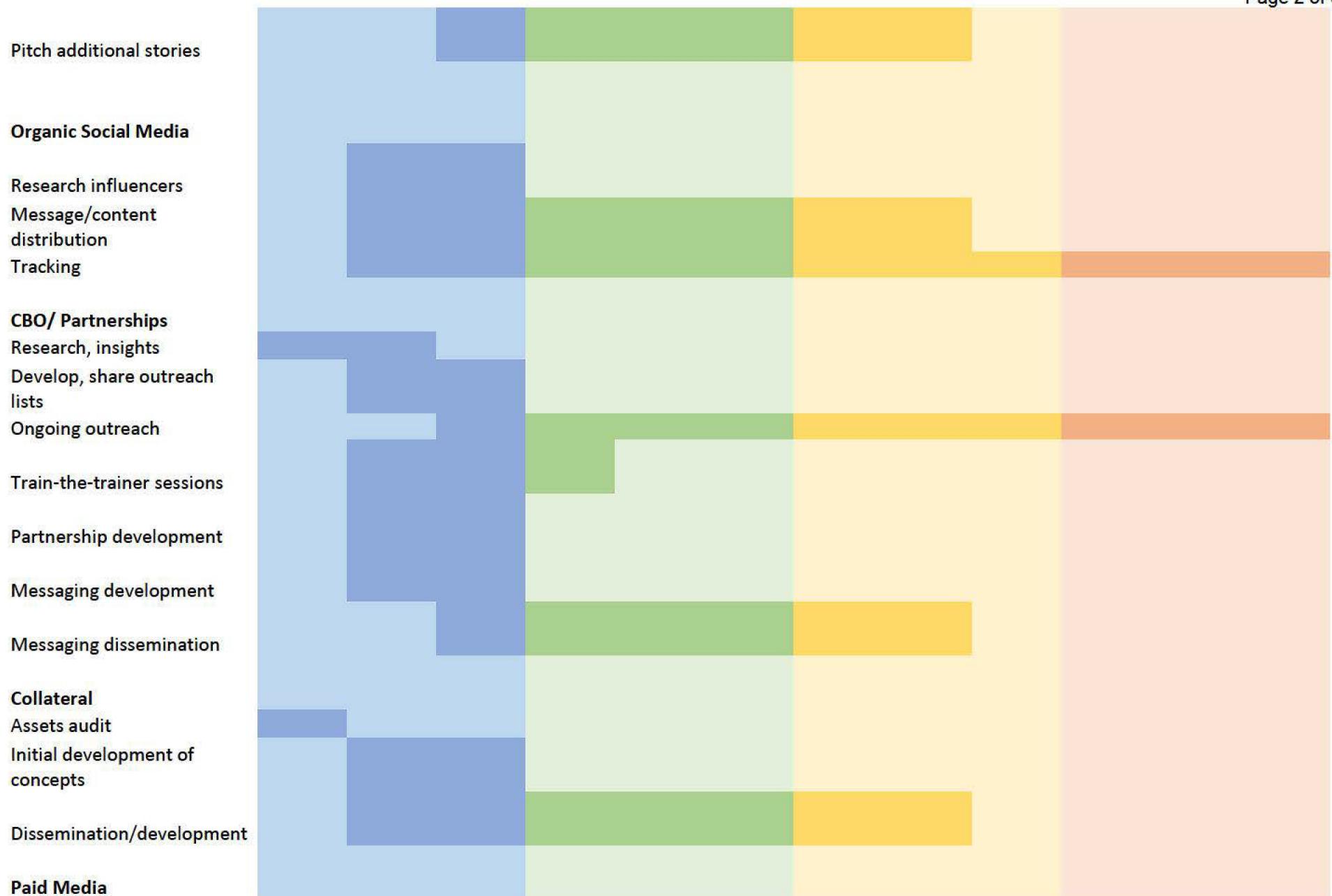
B. Television and radio impressions

C. Social media impressions and clicks

ATTACHMENT A-2
 (Standard Agreement)

Schedule of Contractor Services





Develop media plans
Finalize placements

Advertising in market

Digital

Site recommendations
SMS campaign
Portal updates
Landing page

**Project Monitoring,
Reporting**

Weekly status reports

Monthly billing reports



EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. In consideration of services performed, LWDA shall reimburse Contractor in accordance with Attachments B-1, Budget Cost Worksheet, and B-2, Estimated Monthly Budget, which are attached hereto and made a part of this Agreement.
- B. Invoices must include the Contract No. M61657-0559 and shall be submitted in arrears, in triplicate, not more frequently than monthly to:

California Labor and Workforce Development Agency
[REDACTED]

OR

Sent electronically to: [REDACTED]

The invoice must reference the following: identify labor and costs charged for each task/deliverable. Invoices shall be submitted monthly, in arrears, identifying Contractor personnel by name and classification, hourly rate of pay and hours expended by Deliverable; however, invoices shall be due and payable, and payment shall be made, only after the LWDA acceptance of hours worked or completion of each task/deliverable under this Contract.

It shall be the LWDA's sole determination as to whether a task/deliverable has been successfully completed and is acceptable.

2. Budget Contingency Clause

It is mutually understood between the parties that this Agreement 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 Agreement were executed after that determination was made.

This Agreement 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 Agreement for the purposes of this program. In addition, this Agreement 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 Agreement in any manner.

If sufficient funds are not appropriated, LWDA has the option to terminate the Agreement under the 30-day termination clause or to work with Contractor to mutually amend the

Agreement to reflect any reduction of funds.

3. **California Prompt Payment Clause**

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927.

ATTACHMENT B-1
(Standard Agreement)

BUDGET COST WORKSHEET

Proposed Budget	
Itemized Budget	\$10,000,000
<u>Service</u>	
Paid Media - Traditional and Digital	\$6,050,000
Influencer/Partnerships	\$425,000
Community Engagement and Outreach	\$875,000
Research	\$400,000
Creative Content/Production	\$1,085,000
Earned Media	\$564,000
RSE Personnel Staff Time	\$521,000
Trans adaptation	\$75,000
Travel	\$5,000
TOTAL	\$10,000,000

EXHIBIT B-2
(Standard Agreement)

ESTIMATED MONTHLY BUDGET

	Total	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sept	Oct
Paid Media/ Digital	\$6,050,000	-	800,008	585,000	841,500	1,100,000	1,043,000	835,000	543,400	75,523	75,523	75,523	75,523
Fixed Costs*	\$3,950,000	175,000	400,000	425,000	425,000	425,000	400,000	400,000	400,000	300,000	250,000	200,000	150,000
Total	\$10,000,000	175,000	1,200,008	1,010,000	1,266,500	1,525,000	1,443,000	1,235,000	943,400	375,523	325,523	275,523	225,523

*Fixed costs include creative production, earned media, influencers, partnerships, research, staff time, translations.

EXHIBIT C
(Standard Agreement)

General Terms and Conditions (GTC 04/2017)

EXHIBIT C

1. **APPROVAL:** This Agreement is of no force or effect until signed by both parties and approved by the Department of General Services, if required. Contractor may not commence performance until such approval has been obtained.
2. **AMENDMENT:** No amendment or variation of the terms of this Agreement shall be valid unless made in writing, signed by the parties and approved as required. No oral understanding or Agreement not incorporated in the Agreement is binding on any of the parties.
3. **ASSIGNMENT:** This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of the State in the form of a formal written amendment.
4. **AUDIT:** Contractor agrees that the awarding department, the Department of General Services, the Bureau of State Audits, or their designated representative shall have the right to review and to copy any records and supporting documentation pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of three (3) years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include a similar right of the State to audit records and interview staff in any subcontract related to performance of this Agreement. (Gov. Code §8546.7, Pub. Contract Code §10115 et seq., CCR Title 2, Section 1896).
5. **INDEMNIFICATION:** Contractor agrees to indemnify, defend and save harmless the State, its officers, agents and employees from any and all claims and losses accruing or resulting to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement.
6. **DISPUTES:** Contractor shall continue with the responsibilities under this Agreement during any dispute.
7. **TERMINATION FOR CAUSE:** The State may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided. In the event of such termination the State may proceed with the work in any manner deemed proper by the State. All costs to the State shall be deducted from any sum due the Contractor under this Agreement and the balance, if any, shall be paid to the Contractor upon demand.

8. **INDEPENDENT CONTRACTOR:** Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of the State.
9. **RECYCLING CERTIFICATION:** The Contractor shall certify in writing under penalty of perjury, the minimum, if not exact, percentage of post-consumer material as defined in the Public Contract Code Section 12200, in products, materials, goods, or supplies offered or sold to the State regardless of whether the product meets the requirements of Public Contract Code Section 12209. With respect to printer or duplication cartridges that comply with the requirements of Section 12156(e), the certification required by this subdivision shall specify that the cartridges so comply (Pub. Contract Code §12205).
10. **NON-DISCRIMINATION CLAUSE:** During the performance of this Agreement, Contractor and its subcontractors shall not deny the contract's benefits to any person on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, nor shall they discriminate unlawfully against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status. Contractor shall insure that the evaluation and treatment of employees and applicants for employment are free of such discrimination. Contractor and subcontractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code §12900 et seq.), the regulations promulgated thereunder (Cal. Code Regs., tit. 2, §11000 et seq.), the provisions of Article 9.5, Chapter 1, Part 1, Division 3, Title 2 of the Government Code (Gov. Code §§11135-11139.5), and the regulations or standards adopted by the awarding state agency to implement such article. Contractor shall permit access by representatives of the Department of Fair Employment and Housing and the awarding state agency upon reasonable notice at any time during the normal business hours, but in no case less than 24 hours' notice, to such of its books, records, accounts, and all other sources of information and its facilities as said Department or Agency shall require to ascertain compliance with this clause. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement. (See Cal. Code Regs., tit. 2, §11105.)

Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

11. **CERTIFICATION CLAUSES:** The CONTRACTOR CERTIFICATION CLAUSES contained in the document CCC 04/2017 are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto.
12. **TIMELINESS:** Time is of the essence in this Agreement.

13. COMPENSATION: The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.
14. GOVERNING LAW: This contract is governed by and shall be interpreted in accordance with the laws of the State of California.
15. ANTITRUST CLAIMS: The Contractor by signing this agreement hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Codes Sections set out below.
 - a. The Government Code Chapter on Antitrust claims contains the following definitions:
 - 1) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the Attorney General may bring an action pursuant to subdivision (c) of Section 16750 of the Business and Professions Code.
 - 2) "Public purchasing body" means the State or the subdivision or agency making a public purchase. Government Code Section 4550.
 - b. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. Sec. 15) or under the Cartwright Act (Chapter 2 (commencing with Section 16700) of Part 2 of Division 7 of the Business and Professions Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be made and become effective at the time the purchasing body tenders final payment to the bidder. Government Code Section 4552.
 - c. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. Government Code Section 4553.
 - d. Upon demand in writing by the assignor, the assignee shall, within one year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. See Government Code Section 4554.

16. **CHILD SUPPORT COMPLIANCE ACT:** For any Agreement in excess of \$100,000, the contractor acknowledges in accordance with Public Contract Code 7110, that:
 - a. The contractor recognizes the importance of child and family support obligations and shall fully comply with all applicable state and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with section 5200) of Part 5 of Division 9 of the Family Code; and
 - b. The contractor, to the best of its knowledge is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.
17. **UNENFORCEABLE PROVISION:** In the event that any provision of this Agreement is unenforceable or held to be unenforceable, then the parties agree that all other provisions of this Agreement have force and effect and shall not be affected thereby.
18. **PRIORITY HIRING CONSIDERATIONS:** If this Contract includes services in excess of \$200,000, the Contractor shall give priority consideration in filling vacancies in positions funded by the Contract to qualified recipients of aid under Welfare and Institutions Code Section 11200 in accordance with Pub. Contract Code §10353.
19. **SMALL BUSINESS PARTICIPATION AND DVBE PARTICIPATION REPORTING REQUIREMENTS:**
 - a. If for this Contract Contractor made a commitment to achieve small business participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) report to the awarding department the actual percentage of small business participation that was achieved. (Govt. Code § 14841.)
 - b. If for this Contract Contractor made a commitment to achieve disabled veteran business enterprise (DVBE) participation, then Contractor must within 60 days of receiving final payment under this Contract (or within such other time period as may be specified elsewhere in this Contract) certify in a report to the awarding department: (1) the total amount the prime Contractor received under the Contract; (2) the name and address of the DVBE(s) that participated in the performance of the Contract; (3) the amount each DVBE received from the prime Contractor; (4) that all payments under the Contract have been made to the DVBE; and (5) the actual percentage of DVBE participation that was achieved. A person or entity that knowingly provides false information shall be subject to a civil penalty for each violation. (Mil. & Vets. Code § 999.5(d); Govt. Code § 14841.)

20. **LOSS LEADER:** If this contract involves the furnishing of equipment, materials, or supplies then the following statement is incorporated: It is unlawful for any person engaged in business within this state to sell or use any article or product as a "loss leader" as defined in Section 17030 of the Business and Professions Code. (PCC 10344(e).)

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

A. Settlement of 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.

B. Force Majeure

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war (e.g., riots and strikes) and acts of God (e.g., such as earthquakes, floods, and other natural disasters) such that performance is impossible.

C. Agency Liability

The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

D. Workforce Innovation and Opportunity Act

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

E. Termination Clause

This Agreement may be terminated by LWDA by notifying the Contractor in writing 30 days prior to the effective date of termination.