

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER
M61708-0559PURCHASING 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

CONTRACTOR NAME

Authentic Connections, LLC, dba Shared Value Media

2. The term of this Agreement is:

START DATE

October 26, 2020

THROUGH END DATE

December 31, 2021

3. The maximum amount of this Agreement is:

\$1,145,400.00 One Million One Hundred Forty-Five Thousand Four Hundred Dollars and No 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	1
Attachment A-1	Specifications	7
Attachment A-2	Key Personnel	1
+ Attachment A-3	Subcontractor List	3
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+ Attachment B-1	Budget Cost Worksheet	1
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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/OLS/Resources>

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.)

Authentic Connections, LLC, dba Shared Value Media

CONTRACTOR BUSINESS ADDRESS [REDACTED]	CITY [REDACTED]	STATE [REDACTED]	ZIP [REDACTED]
PRINTED NAME OF PERSON SIGNING [REDACTED]	TITLE [REDACTED]		
CONTRACTOR AUTHORIZED SIGNATURE [REDACTED]	DATE SIGNED 1/6/2021		

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER
M61708-0559PURCHASING AUTHORITY NUMBER (If Applicable)
EDD-7100**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Labor and Workforce Development Agency

CONTRACTING AGENCY ADDRESS

CITY _____ STATE _____ ZIP _____

PRINTED NAME OF PERSON SIGNING

TITLE _____

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

January 12, 2021

APPROVAL

EXEMPTION (If Applicable)

Governor's State of Emergency Proclamation,
effective March 4, 2020 (GC sections 8625-8629)

EXHIBIT A
SCOPE OF WORK
(Standard Agreement)

1. This Agreement is entered into by and between the Labor and Workforce Development Agency, hereinafter referred to as the LWDA, and Authentic Connections, LLC, dba Shared Value Media, hereinafter referred to as the Contractor, for the purpose of providing consulting services to assist with the LWDA's COVID-19 community engagement and outreach projects.
2. The Project Representatives during the term of this Agreement will be:

State Agency

Labor and Workforce Development Agency
Attn: [REDACTED]
[REDACTED]

Phone: [REDACTED]
Email: [REDACTED]

Labor and Workforce Development Agency
Attn: [REDACTED]
[REDACTED]

Phone: [REDACTED]
Email: [REDACTED]

Contractor

Shared Value Media
Attn: [REDACTED]
[REDACTED]

Phone: [REDACTED]
Email: [REDACTED]

3. The services shall be provided in accordance with Attachment A-1, Specifications, Attachment A-2, Key Personnel, and Attachment A-3, Subcontractor List, which are incorporated as a part of this Agreement.

4. Amendments

The LWDA may elect to extend the term of this Agreement at the Agency Rates provided in Attachment B-1 and add additional funding to the Contract amount in order to achieve the intended project results. Term and dollar extensions will be exercised at the sole discretion of the LWDA and shall not be denied by the Contractor.

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

I. Background and Purpose

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.

As part of the state's emergency response to COVID-19, the LWDA and its departments have implemented new laws and programs intended to mitigate the spread of COVID-19 and assist workers and employers affected by COVID-19. On September 9, 2020, the Governor signed Senate Bill 115, which amended the Budget Act of 2020 to appropriate funding to the LWDA to protect essential workers and their families and ultimately slow the spread of the COVID-19 virus through employer education, worker education, and engagement, and enforcement.

The LWDA must work quickly to develop public awareness amongst California's workers and employers on COVID-19 related laws. 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 the LWDA to create and disseminate public education resources on this topic utilizing multiple strategies.

The LWDA enters into this Agreement with the 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 the LWDA with consultation services to support the LWDA's planning and implementation of COVID-19 community engagement and 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 assisting with research, strategic planning, project management, implementation, and providing direct training and technical assistance to other LWDA contractors and subcontractors related to LWDA's COVID-19 community engagement and outreach projects and activities as specified herein.

II. Services Provided by the Contractor

A. Task 1: Research and Strategic Planning

The Contractor shall conduct research and provide strategic recommendations on program design, outreach strategy, and implementation. This will include:

1.1 Research and Strategic Planning. The Contractor will be responsible for completing the tasks enumerated below:

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

- a. Conduct research, including stakeholder interviews and informational meetings, to evaluate potential program models and partner organizations.
- b. Identify and develop a list of potential outreach organizations that would enable the LWDA to effectively reach target worker and employer audiences.
- c. Recommend a program structure and outreach strategy to enhance program efficacy, outputs, and outcomes.
- d. Research relevant data including demographic data, Cal/OSHA data, EDD Labor Market Information Division data, and public health data to inform program strategy.
- e. Recommend statewide community engagement and outreach strategy that addresses the following:
 - Identify statewide outreach activities to effectively reach workers and employers at their worksites and community touchpoints.
 - How to implement an earned media strategy with partner organizations (may include the LWDA's contractors, subcontractors, and other stakeholders) to further program outcomes.
 - Develop training and technical assistance plan to support statewide, regional, and industry-specific outreach by partner organizations.
 - Recommend program design that allows partner organizations to leverage their unique outreach strategies, channels, and networks to further the LWDA's community outreach goals.
- f. Recommend program structure that specifies how to effectively conduct regional coordination among partner organizations. Consult on roles and responsibilities of various partner organizations and design process for communication and regional coordination among organizations.
- g. Recommend key performance indicators and how to measure program outputs and outcomes.

1.2 Consult with community-based organizations to develop regionally-specific strategies, gather information about existing community-based organization networks, and identify the data and technical tools needed to help inform and facilitate their outreach. This will include:

- a. Conduct informational interviews with the leaders and staff of diverse community-based organizations to inform program design and strategy.
- b. Select and subcontract six community-based organizations for short-term consultation agreements.
- c. Meet with subcontracted organizations to collaboratively develop recommendations regarding regional community engagement and outreach strategy. The Contractor will gather information on the following from subcontracted organizations:
 - Data needed to inform regional strategy
 - Technology tools, process, and workflows that would support effective on-boarding, planning, creative sharing, and tracking/reporting
 - Tactics to best reach workers in the region
 - Existing COVID-19 outreach efforts targeting workers in the region

ATTACHMENT A-1
SPECIFICATIONS
(Standard Agreement)

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- Identify community-based organizations that have experience conducting outreach to workers and employers in target high-risk industries
 - Existing networks of community-based organizations and how to collaborate with existing networks to further LWDA's community engagement and outreach goals.
 - Potential quantitative goals for the region
- d. Document key learnings from consultation with community-based organizations, to be delivered to LWDA with at least one brief or memorandum for each organization consulted.
- B. **TASK 2: Onboarding and Training Community-Based Organizations Conducting COVID-19 Community Outreach**
- 2.1 Plan and implement onboarding and training for organizations conducting COVID-19 community outreach.** This will include:
- a. Develop and support implementation of onboarding and training plan for community-based organizations (CBO's) funded by the LWDA to conduct worker and employer outreach regarding COVID-19. Coordinate with the LWDA and other LWDA contractors to develop a cohesive training plan that includes a timeline, list of topics, presenters, logistical details, and training collateral (e.g., handouts, outreach toolkits, etc.). Develop and implement onboarding and training plan for organizations designated as regional lead organizations.
 - b. Draft technical training components on the following:
 - Understanding region-wide quantitative goals related to outputs, engagements and outcomes
 - Coordinating timing and distribution of materials among coalition partners
 - Using 3rd party digital platforms for distribution of materials
 - Regional mapping in order to avoid overlap or duplication when targeting specific worksite locations, transportation hubs, testing centers, etc.
 - Leveraging and customizing creative materials being provided by the Contractor and contracted creative firm
 - Utilizing and leveraging the digital resource hub
 - Monitoring and reporting on collective outputs and outcomes
 - c. Develop and implement process for collecting feedback and identifying additional training needs for CBO's throughout project duration.
 - d. Develop process for sharing key learnings and best practices with other CBO's across the state.
- C. **TASK 3: Ongoing Technical Assistance for CBOs Conducting COVID-19 Community Outreach**
- 3.1 Provide technical assistance and support for CBOs on Communications and Outreach Strategies.** This includes:

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SPECIFICATIONS
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- a. Close collaboration with the Regional Lead on the coordination, oversight, and changes needed to the Regional Strategy.
- b. Facilitation of weekly calls with the Regional Leads.
- c. Facilitation of monthly calls among all CBO's.
- d. Technical support to the Regional lead on the use and deployment of the Resource Hub to support the Region's planning and tracking .
- e. Technical support for the coalition partners in the execution of the outreach campaign, including how to use the Resource Hub, identify and leverage appropriate creative materials, and track and report on outputs and engagement.
- f. Representing the needs of the Regional Leads to the LWDA and the Contractor over the course of the campaign to ensure seamless coordination between the statewide effort and the regionally led efforts.

D. TASK 4: Ongoing Reporting and Communication with the LWDA

4.1 Provide regular progress updates, consultation, and reports to the LWDA. This includes:

- a. Maintaining regular communication with the LWDA throughout the course of the contract period.
- b. Participate in weekly meetings with the LWDA to provide verbal status updates and reports on deliverables and contractor activities.
- c. Prepare project plans, research summaries, meeting notes, meeting agendas.
- d. Prepare quarterly reports on status of contract deliverables and contractor activities. Quarterly reports should include an updated project plan, summary of project milestones, strategic recommendations, and project risks and challenges.

4.2 Develop structure to track and monitor campaign outputs and outcomes. This includes:

- a. Consulting on the functionality and development of the 'CBO Resource Hub' to help coordinate scheduling, share necessary resources, distribute customized creative materials, and monitor and track outputs and outcomes, broken down by partner and channel.
- b. Monitoring real-time outputs of partner network and review aggregate information on outputs, click-throughs, web traffic, and user behavior on targeted web resource pages, paid social and paid digital ad results, and collateral distributed offline.
- c. Coordinating with regional leads and contracted organizations to monitor the data of each coalition and the community partners they support.

4.3 Develop comprehensive final Campaign Report. This includes:

- a. Quantitative data on outputs, engagement, and outcomes for both the statewide community engagement and outreach effort and the regional efforts.
- b. Key learnings on the strengths and weaknesses of the community engagement and outreach strategy, tactics, and ability to execute on the ground.
- c. Anecdotal feedback from workers in the field on the effectiveness of the outreach campaign.

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SPECIFICATIONS
(Standard Agreement)

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- d. Recommendations on how to best leverage and improve the CBO infrastructure and coordination built for this campaign.

4.4 Consult on next steps for CBO coalition. This includes

- a. Consult with the LWDA on the potential next steps for the coalition.
- b. Recommendations on how the coalition can be leveraged for continued messaging around health and safety and paid sick leave or new messaging around vaccine planning.
- c. Prepare strategic plan for reactivating the coalition (if needed).

III. Projects and Schedule of Deliverables

Deliverable	Description	Due Date
1.1	Conduct research to provide strategic recommendations on program design and implementation	December 4, 2020
1.1(a), (b), (c)	Mapping of organizations and proposing regional structure	December 4, 2020
1.1(d)	Researching relevant data	December 4, 2020
1.1(e)	Recommend statewide CBO outreach strategy	Dec. 31, 2020
1.1(f)	Recommend regional coordination strategy	Dec. 14, 2020
1.1(g)	Recommend key performance indicators and how to measure program outputs and outcomes	Dec. 14, 2020
1.2	Consult with community-based organizations to develop regionally-specific strategies	By January 18, 2021
1.2(a)	Conduct informational interviews with CBO leaders and staff	Jan. 2021
1.2(b)	Contract with six potential Regional Leads	Dec. 9, 2020
1.2(c)	Host 4+ meetings with each CBO to develop regionally-specific strategy	Dec 2020 – Jan. 2021
1.2(d)	Present six regionally-specific strategies to the LWDA for approval	Jan. 2021
2.1	Plan and implement onboarding and training for CBO's	Jan. 31, 2021
2.1(a)	Develop onboarding and training plan	Dec. 31, 2020
2.1(b)	Draft technical training components	By Jan. 31, 2021

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

2.1(c)	Develop and implement feedback process	Ongoing – Jan – July 2021
3.1	Technical Support of the Regional Leads and contracted CBO's	Starting Feb. 1, 2021 – June 30, 2021
3.1(a)	Coordination with Regional Leads on strategy and oversight of coalition	February 1, 2020 – June 30, 2021
3.1(b)	Technical support for Regional Leads	February 1, 2020 – June 30, 2021
3.1(c)	Technical support for all CBO's	February 1, 2020 – June 30, 2021
3.1(d), (e)	Technical assistance on Resource Hub utilization	Starting February 1, 2021 – ongoing weekly
4.1(a)	Provide regular progress updates, consultation, and reports to the LWDA	Ongoing
4.1(b), (c)	Weekly progress updates	Ongoing
4.1(d)	Quarterly reports on status of Contract deliverables and contractor activities	March / June 2021
4.2	Develop structure to track and monitor campaign outputs and outcomes	By Feb. 1, 2021
4.2(a)	Support on the development of the 'CBO Resource Hub'	Dec. 2020 – February 2021
4.2(b)	Monitor outputs of outreach efforts	Feb. 1, 2021 – June 30, 2021
4.2(c)	Coordinate with regional leads to monitor data of each coalition	Feb. 1, 2021 – June 30, 2021
4.3(a)-(d)	Present comprehensive final Campaign Report to the LWDA	July 2021
4.4	Strategic proposal for reactivating coalition (if needed)	Aug 1, 2021 – Dec 31, 2021

IV. Subcontractors

- A. The Contractor will act as the 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.
- B. The LWDA reserves the right to approve all subcontractors prior to the performance of any work by the subcontractor.
- C. Nothing contained in this Contract shall create any contractual relationship between the LWDA 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.

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

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

V. The LWDA's Responsibilities

- A. The LWDA shall designate a person to whom all Contractor communication will be addressed and who has the authority to act on all aspects of the services. This person will review the Specifications and associated documents with the Contractor to ensure understanding of the responsibilities of both parties.
- B. The LWDA shall monitor and evaluate the Contractor's reports, expenditures, and service deliverables to assess satisfactory performance and compliance with Agreement requirements. The determination of inadequate performance and noncompliance will be made at the sole discretion of the LWDA.
- C. Review all invoices submitted by the Contractor and approve for payment in a timely manner, unless payments are withheld under subsection (A) above.

VI. Termination of Agreement

The LWDA reserves the right to terminate this Agreement subject to 30 days written notice to the Contractor. In the event of such termination, the 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:

- A. 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 the LWDA's termination notification to the Contractor.
- B. This Agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or the 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.
- C. The Contractor may submit a written request to terminate this Agreement only if the LWDA should substantially fail to perform its responsibilities as provided herein.

ATTACHMENT A-2
KEY PERSONNEL
(Standard Agreement)

Last Name, First Name	Institutional Affiliation	Role on Project
[REDACTED]	Shared Value Media	Strategic Lead. Overall program design, consultation, management, and coordination. Key decision-maker and point of contact.
[REDACTED]	Shared Value Media	Project Lead. Overall program design, consultation, management, and coordination. Key decision-maker and point of contact.
[REDACTED]	Shared Value Media	Program management and implementation.
[REDACTED]	Shared Value Media	Regional Coalition technical assistance support; technology and data consultation.
[REDACTED]	Shared Value Media	Development of collateral material.

ATTACHMENT A-3
SUBCONTRACTOR LIST
(Standard Agreement)

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Subcontractor	Scope	% of Project
Worksafe	To help inform a grassroots outreach strategy for the Bay Area region, that can effectively reach workers within target industries impacted by COVID-19. This organization has an intimate knowledge of the worker issues in this region, as well as extensive experience in engaging workers around labor-related issues. To gain insights into the outreach tactics and strategy that would be most successful to reach and engage workers in this particular region, with a focus on workers in more vulnerable communities.	2.18%
Catholic Charities	To help inform a grassroots outreach strategy for the San Diego and Imperial Valley regions that can effectively reach workers within target industries impacted by COVID-19. This organization has an intimate knowledge of the worker issues in San Diego County, as well as extensive experience in engaging workers around labor-related issues. To gain insights into the outreach tactics and strategy that would be most successful to reach and engage workers in this particular region, with a focus on workers in more vulnerable communities.	1.09%
Southern California Coalition for Occupational Safety & Health	To help inform a grassroots outreach strategy for the Los Angeles, Imperial, and Orange County regions that can effectively reach workers within target industries impacted by COVID-19. This organization has an intimate knowledge of the worker issues in the region, as well as extensive experience in engaging workers around labor-related issues. To gain insights into the outreach tactics and strategy that would be most successful to reach and engage workers in this particular region, with a focus on workers in more vulnerable communities.	2.18%
Comite Civico del Valle Inc	To help inform a grassroots outreach strategy for the San Diego and Imperial Valley regions that can effectively reach workers within target industries impacted by COVID-19. This organization has an intimate knowledge of the worker issues in Imperial County, as well as extensive experience in engaging workers around labor-related issues. To gain insights into the outreach tactics and strategy that would be most successful to reach and engage workers in this particular region, with a focus on workers in more vulnerable communities.	1.09%

ATTACHMENT A-3
SUBCONTRACTOR LIST
(Standard Agreement)

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Mixteco Indigena Community Organizing Project/Proyecto Mixteco Indígena Organización Comunitaria (MICOP)	To help inform a grassroots outreach strategy for the Central Coast region that can effectively reach workers within target industries impacted by COVID-19. This organization has an intimate knowledge of the worker issues in the region, as well as extensive experience in engaging workers around labor-related issues. To gain insights into the outreach tactics and strategy that would be most successful to reach and engage workers in this particular region, with a focus on workers in more vulnerable communities.	1.09%
Monterey Bay CLC	To help inform a grassroots outreach strategy for the Central Coast region that can effectively reach workers within target industries impacted by COVID-19. This organization has an intimate knowledge of the worker issues in the region, as well as extensive experience in engaging workers around labor-related issues. To gain insights into the outreach tactics and strategy that would be most successful to reach and engage workers in this particular region, with a focus on workers in more vulnerable communities.	1.09%
University of California, Merced	To help inform a grassroots outreach strategy for the Central Valley region that can effectively reach workers within target industries impacted by COVID-19. This organization has an intimate knowledge of the worker issues in the region, as well as extensive experience in engaging workers around labor-related issues. To gain insights into the outreach tactics and strategy that would be most successful to reach and engage workers in this particular region, with a focus on workers in more vulnerable communities.	2.18%
Sacramento Central Labor Council	To help inform a grassroots outreach strategy for the Sacramento region that can effectively reach workers within target industries impacted by COVID-19. This organization has an intimate knowledge of the worker issues in the region, as well as extensive experience in engaging workers around labor-related issues. To gain insights into the outreach tactics and strategy that would be most successful to reach and engage workers in this particular region, with a focus on workers in more vulnerable communities.	1.09%

ATTACHMENT A-3
SUBCONTRACTOR LIST
(Standard Agreement)

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Earthlodge Center for Transformation (So Cal Black Worker Hub)	To help inform a grassroots outreach strategy that can effectively reach black workers throughout the state of California within the project's target industries impacted by COVID-19. This organization has an intimate knowledge of black worker issues in the state, as well as extensive experience in engaging workers around labor-related issues. To gain insights into the outreach tactics and strategy that would be most successful to reach and engage black workers throughout the state, with a focus on workers in more vulnerable communities.	1.09%
Grace Asfari-Mamagani	Grace is being contracted to support the technical development needs of this Contract with a focus on the project management of the SwORD adaptation, the Learning Management System (LMS) that will accommodate the CBO on-boarding process, the creative repository that will be used to share creative assets with CBO partners, and identifying and loading critical data sets into ArcGIS that will support the targeting needs of our CBO;s.	6.50%

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS
(Standard Agreement)

I. Invoicing and Payment

- A. In consideration of services performed and deliverables having been completed and accepted, the LWDA shall compensate the Contractor a total amount not to exceed **One Million One Hundred Forty-Five Thousand Four Hundred Dollars and No Cents (\$1,145,400.00)** in accordance with Attachment B-1, Budget Cost Worksheet.

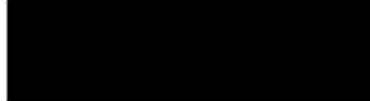
It shall be the LWDA's sole determination as to whether a task/deliverable has been successfully completed and is accepted.

- B. Invoices shall be submitted in triplicate and shall identify labor and costs charged for each task/deliverable. Invoices shall be submitted upon completion each deliverable, in arrears, identifying the Contractor's 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. The invoice must reference the following:

- The EDD Contract Number **M61708-0559**
- Identifies services provided, service period, unit price (i.e. hourly, monthly), and quantity applicable to the service
- Accurate billing address as stated on the Purchase Order or Contract
- Supplier invoice date
- Company name and remittance address

The invoice, in triplicate, in arrears shall be forwarded to the address shown below:

Labor and Workforce Development Agency



OR



- C. The Contractor costs related to items such as travel and per diem are costs of the Contractor, and shall be inclusive of the deliverable rate, and **will not be paid separately** as part of this Contract.

II. 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.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS
(Standard Agreement)

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.

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.

The LWDA has the option to terminate the agreement under the 30-day termination clause or to amend the Agreement to reflect any reduction of funds.

III. California Prompt Payment Clause

Payment will be made in accordance with, and within the time specified in Government Code section 927, et seq.

ATTACHMENT B-1
BUDGET COST WORKSHEET
(Standard Agreement)

Personnel	Monthly Hours	Months	Agency Rate	# of Staff	Sub-Total
CBO Planning/Campaign Execution (10/26/20 – 6/30/21)					
Strategic Lead	100	8	\$200	1	\$160,000
Project Lead	100	8	\$175	1	\$140,000
Project Managers	110	8	\$135	3	\$356,400
Project Coordinators (FTE)	110	8	\$100	2	\$176,000
Project Coordinator (Part-time)	50	8	\$100	1	\$40,000
Creative Lead	20	8	\$175	1	\$28,000
CBO Campaign Closing Activities and Consulting (7/1/2021 - 12/31/2021)					
Strategic Lead	20	6	\$200	1	\$24,000
Project Lead	20	6	\$175	1	\$21,000
			Personnel Sub-Total		\$945,400

	ATTACHMENT B-1 Personnel Sub-Total	\$945,400
Technology	Description	Sub-Total
Web Production / Development	Development to support the creative sharing/CBO on-boarding; misc. web development to support CBO partners' digital outreach	\$50,000
CBO Consulting Contracts – Dec/Jan	Six contracts for \$25,000 each	\$150,000
	Total	\$1,145,400

EXHIBIT C
GENERAL TERMS AND CONDITIONS (GTC 04/2017)
(Standard Agreement)

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.

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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.

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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.

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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.)

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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
SPECIAL TERMS AND CONDITIONS
(Standard Agreement)

I. Dispute Provisions

- A. If the Contractor disputes a decision of the LWDA's designated representative regarding the performance of this Agreement or on other issues for which the representative is authorized by this Agreement to make a binding decision, the Contractor shall provide written dispute notice to the LWDA's representative within 15 calendar days after the date of the action. The written dispute notice shall contain the following information:
 1. the decision under dispute;
 2. the reason(s) the Contractor believes the decision of the LWDA representative to have been in error (if applicable, reference pertinent contract provisions);
 3. identification of all documents and substance of all oral communication which support the Contractor's position; and
 4. the dollar amount in dispute, if applicable.
- B. Upon receipt of the written dispute notice, the LWDA program management will examine the matter and issue a written decision to the Contractor within 15 calendar days. The decision of the representative shall contain the following information:
 1. a description of the dispute;
 2. a reference to pertinent Contract provisions, if applicable;
 3. a statement of the factual areas of agreement or disagreement; and
 4. a statement of the representative's decision with supporting rationale.
- C. The decision of the representative shall be final unless, within 30 days from the date of receipt of the representative's decision, the Contractor files with the LWDA a notice of appeal addressed to:

Yungsuhn Park, Chief Deputy Secretary Strategic Enforcement & Initiatives

Pending resolution of any dispute, the Contractor shall diligently continue all Contract work and comply with all of the representative's orders and directions.

II. Termination

This Agreement may be terminated by either party with a written thirty (30) day advance notice.

III. Certification Regarding Lobbying

Applicable to grants, subgrants, cooperative agreements, and contracts exceeding \$100,000 in federal funds.

- A. For agreements with contractors who are state entities not under the authority of the Governor, or cities, private firms or agencies which are receiving in excess of \$100,000 in federal funds from the LWDA to perform services. By signing this Agreement, the Contractor certifies that to the best of his or her knowledge and belief, that:

EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(Standard Agreement)

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the awarding of a federal contract, the making of a federal grant, the making of a federal loan, the entering into of a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant or agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. The Contractor shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.
- B. This certification is a prerequisite for making or entering into this transaction and is imposed by 31 United States Code section 1352. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of no less than \$10,000 and not more than \$100,000 for each such failure.

IV. Unruh Civil Rights Act and the Fair Employment & Housing Act

Prior to bidding on, submitting a proposal for, or executing an agreement or renewal for a State of California contract over \$100,000 on or after January 1, 2017, the bidder or proposer must certify compliance with the Unruh Civil Rights Act (section 51 of the Civil Code) and the Fair Employment and Housing Act (section 12960 of the Government Code); and if a contractor has an internal policy against a sovereign nation or peoples recognized by the United States government, the contractor certifies that such policies are not used in violation of the Unruh Civil Rights Act (section 51 of the Civil Code) or the Fair Employment and Housing Act (section 12960 of the Government Code).

V. Computer Software Copyrights

The Contractor certifies that it has appropriate systems and controls in place to ensure that state funds will not be used in the performance of this Contract for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

VI. OMB Audit

Pursuant to Office of Management and Budget (OMB) audit requirement regulations (2 Code of Federal Regulations section 200.501), non-federal entities that expend \$750,000 or more in a year in federal awards from all sources combined shall have a single or program-

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SPECIAL TERMS AND CONDITIONS
(Standard Agreement)

specific audit conducted for that year in accordance with the provisions of 2 C.F.R. § 200.514 (previously OMB Circular A-133). All OMB audit reports shall meet the report submission requirements established in 2 C.F.R. § 200.512 and a copy shall be forwarded to the LWDA.

VII. Subcontractors

Nothing contained in this Agreement or otherwise shall create any contractual relationship between the LWDA and any subcontractors, and no subcontractor shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be 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 as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the obligation of the LWDA to make payments to the Contractor. As a result, the LWDA shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

VIII. Indirect Costs/Administrative Overhead

For agreements with other governmental entities and public universities, indirect costs are expenses incurred for administrative services such as, but not limited to: accounting, personnel and payroll administration, accounts payable services, general and specialized insurance coverage, compliance and regulatory monitoring, independent audit services, and legal services. Indirect costs are applied to personnel, operating expenses, supplies, equipment, and travel expenses. Per the State Contracting Manual, section 3.06(B), agencies shall assure that all administrative fees are reasonable considering the services being provided. Agencies may only pay overhead charges on the first \$25,000 of each subcontract. Any subcontractor receiving \$25,000 or more must be clearly identified in the budget display and excluded when the total indirect costs are calculated.

IX. High-Road Labor Standards

The Contractor warrants that it and any subcontractors it may use to fulfill this Agreement will satisfy the following high-road labor standards:

- A. **Fair wages**. All employees performing work to fulfill this Agreement shall be paid no less than the minimum Trainee Wage set by the Employment Training Panel for the county in which the work is performed, or the applicable federal, state, or local minimum wage, whichever is greater. Healthcare benefits valued at up to \$2.50 per hour can be used to meet this wage requirement.
- B. **Fringe benefits**. Fringe benefit contributions shall be made on behalf of each employee performing work to fulfill this agreement in an amount no less than the fringe benefit contributions required by the most recent Service Contract Act area-wide wage determination issued by the United States Secretary of Labor for the locality in which the work is performed.

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SPECIAL TERMS AND CONDITIONS
(Standard Agreement)

- C. **No misclassification.** Individuals performing work to fulfill this Agreement shall not be misclassified as independent contractors.
- D. **Paid sick leave.** The Contractor and any subcontractors performing work to fulfill this Agreement shall comply with all applicable federal, state, and local laws pertaining to paid sick leave, including any anti-retaliation provisions contained in such laws.
- E. **Workplace safety and health.** The Contractor and any subcontractors performing work to fulfill this Agreement will comply with all applicable safety and health requirements [including those to protect workers from COVID-19 in 8 Code of Regulations sections 3203, 5141, and 5144; those identified in Cal/OSHA's [Industry Guidance on COVID-19](#); California Labor Code section 6409.6; any orders issued pursuant to Labor Code section 6325; and industry-specific reopening modifications outlined in the State's [Resilience Roadmap](#)]. The Contractor and any subcontractors will comply with Labor Code sections 6310 and 6311 pertaining to protection of employees who file complaints or refuse to work in the face of hazardous conditions.
- F. **ADA compliance.** The Contractor warrants that it complies with the Americans with Disabilities Act (ADA) and all regulations issued thereunder and that it will comply in all respects with the provisions of the Act and regulations thereunder.
- G. **Labor peace.** To protect the state's proprietary and economic interests, as well as the public interest, in providing COVID-19 response efforts without interruption due to the economic effects of a labor dispute, the Contractor and any subcontractors performing work to fulfill this Agreement shall enter into a labor peace agreement with any organization of any kind in which employees participate and which exists for the purpose, in whole or in part, of dealing with employers concerning grievances, labor disputes, wages, rates of pay, hours of employment, or conditions of work and which requests a labor peace agreement. The labor peace agreement shall include a binding and enforceable provision(s) prohibiting the organization and its members from engaging in picketing, work stoppages, boycotts, or any other economic interference for the duration of the labor peace agreement, which must include the entire term of this Agreement. Nothing in this paragraph shall be construed as requiring the Contractor or any subcontractor to change terms and conditions of employment for its employees, recognize a labor organization as the bargaining representative for its employees, adopt any particular recognition process, or enter into a collective bargaining agreement with a labor organization.
- H. **Priority for laid off workers.** Before hiring any new employees to perform work to fulfill this Agreement the Contractor and any subcontractors shall offer any available position to any who involuntarily separated from the Contractor or subcontractor on or after March 4, 2020, and who held the same or similar position at the Contractor or subcontractor or is otherwise qualified for the position. If more than one such former worker is so qualified, the Contractor or subcontractor shall offer the position to the worker with the greatest length of service with the Contractor or subcontractor. This paragraph does not apply to workers who were terminated for disciplinary reasons.

EXHIBIT D
SPECIAL TERMS AND CONDITIONS
(Standard Agreement)

- I. **Priority for unemployed workers.** When hiring any new employees to perform work to fulfill this Agreement, the Contractor or any subcontractor shall give preference to any applicant who is currently unemployed and who is qualified for the position over applicants who are qualified but not currently unemployed.

EXHIBIT E
ADDITIONAL PROVISIONS
(Standard Agreement)

I. Insurance Requirements

The Contractor agrees the insurance herein provided for shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time during the term of this Agreement, the 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 Agreement, 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, and the Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, the LWDA may, in addition to any other remedies it may have, terminate this Agreement upon the occurrence of such event. The Contractor shall provide written notice to the LWDA 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:

- A. **General Liability Insurance** – The Contractor shall furnish to the LWDA a certificate of insurance prior to commencement of work stating there is 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 LWDA under this Contract.”

The additional insured endorsement must accompany the certificate.

- B. **Workers' Compensation and Employer's Liability Insurance** - The Contractor shall furnish to the LWDA 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 the Contractor is a qualified self-insurer in the State of California.
- C. **Automobile Liability Insurance** - The Contractor shall furnish to the LWDA a certificate of insurance evidencing automobile liability insurance presently in effect for the Contractor of not less than \$1,000,000 per accident while utilizing a motor vehicle in the performance of this Contract. Such insurance shall cover liability arising out of a motor vehicle including owned, hired, and non-owned motor vehicles.

II. General Provisions Applying to All Insurance Policies

- A. **Deductible** – The Contractor is responsible for any deductible or self-insured retention contained within their insurance program.

EXHIBIT E
ADDITIONAL PROVISIONS
(Standard Agreement)

- B. Primary Clause – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
- C. Insurance Carrier Required Rating – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Contractor is self-insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.
- D. Inadequate Insurance – Inadequate or lack of insurance does not negate the Contractor's obligations under the contract.

III. Confidentiality Requirements

The Contractor and its employees agree to comply with the Security and Data Protection provisions as described in Attachment E-1.

IV. Licenses

The Contractor and its employees must have a valid California Class C driver's license, which must be maintained throughout the term of the Contract.

V. Substitution of Subcontractor

The Contractor may not substitute any subcontractor without advance written consent of the LWDA.

VI. E-Verify

The Contractor acknowledges and agrees to comply with the applicable provisions of federal and state law pertaining to E-Verify.

VII. Record Ownership

All records, reports, documents, and other material delivered or transmitted to the Contractor by the LWDA shall remain the property of the LWDA, and shall be returned by the Contractor to the LWDA at the Contractor's expense upon termination or expiration of this Contract.

VIII. Procurement of Recovered Materials

In the performance of this Contract, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired:

- A. Competitively within a timeframe providing for compliance with the Contract performance schedule;
- B. Meeting Contract performance requirements; or

EXHIBIT E
ADDITIONAL PROVISIONS
(Standard Agreement)

- C. At a reasonable price.

Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site,
<https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

IX. Byrd Anti-Lobbying Act

The Contractor will be expected to comply with federal statutes required in the Anti-Lobbying Act.

Contractors who apply or bid for an award shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient.

X. Clean Air Act

- A. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401, et seq.
- B. The Contractor agrees to report each violation to the LWDA and understands and agrees that the LWDA will, in turn, report each violation as required to assure notification to FEMA, and the appropriate Environmental Protection Agency Regional Office.
- C. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000, financed in whole or in part, with federal assistance provided by FEMA

XI. Clean Water Act

The Contractor hereby agrees to adhere to the provisions which require compliance with all applicable standards, orders, or requirements issued under section 508 of the Clean Water Act, which prohibits the use under non-exempt federal contracts, grants, or loans of facilities included on the EPA List of Violating Facilities.

XII. Federal Water Pollution Control Act

- A. The Contractor agrees to comply with all applicable standards, orders, or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251, et seq.
- B. The Contractor agrees to report each violation to the LWDA and understands and agrees that the LWDA will, in turn, report each violation as required to assure notification to the FEMA, and the appropriate Environmental Protection Agency Regional Office.

EXHIBIT E
ADDITIONAL PROVISIONS
(Standard Agreement)

- C. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000, financed in whole or in part, with federal assistance provided by FEMA.

XIII. Contractor's Certification of No Federal or State Suspension or Debarment

The Contractor has a continuing obligation to disclose any suspensions or debarment by any government entity, including but not limited to the General Services Administration (GSA). Failure to disclose may constitute grounds for suspension and/or termination of this Contract and debarment from future contracts. The Contractor shall not employ any subcontractors pursuant to this Contract that are suspended or debarred by any government entity.

- A. This Contract is a covered transaction for purposes of 2 C.F.R. §§ 180 and 3000. As such, the Contractor is required to verify that none of the Contractor, its principals (as defined in 2 C.F.R. § 180.995), or its affiliates (as defined in 2 C.F.R. § 180.905) are excluded (as defined in 2 C.F.R. § 180.940) or disqualified (as defined in 2 C.F.R. § 180.935).
- B. The Contractor must comply with 2 C.F.R. §§ 180(C) and 3000(C) and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- C. This certification is a material representation of fact relied upon by the Contractor. If it is later determined that the contractor did not comply with 2 C.F.R. §§ 180(C) and 3000(C), in addition to remedies available to the LWDA, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.

ATTACHMENT E-1
SECURITY AND DATA PROTECTION
(Standard Agreement)

The Contractor shall certify to the LWDA compliance with applicable industry standards and guidelines, including but not limited to, relevant security provisions of the California State Administrative Manual (SAM), California Statewide Information Management Manual (SIMM), the National Institute of Standards and Technology (NIST) 800-53 v4, and Federal Information Processing Standard (FIPS) Publication 199, which protect and minimize risk to the State of California. At a minimum, provisions shall cover the following:

1. The Contractor assumes responsibility of the confidentiality, integrity, and availability of the data under its control. The Contractor shall implement and maintain all appropriate administrative, physical, technical, and procedural safeguards at all times during the term of this Agreement to secure such data from data breach or loss, protect the data and information assets from breaches, introduction of viruses, disabling of devices, malware and other forms of malicious or inadvertent acts that can disrupt the LWDA's access to its data or affects the integrity of that data.
2. Confidential, sensitive, or personal information shall be encrypted in accordance with SAM 5350.1 and SIMM 5305-A.
3. The Contractor shall comply with statewide policies and laws regarding the use and protection of information assets and data. Unauthorized use of data by the Contractor or third parties is prohibited.
4. Signed Security and Confidentiality Statement for all personnel assigned during the term of this Agreement.
5. Apply security patches and upgrades, and keep virus protection software up-to-date on all information asset on which data may be stored, processed, or transmitted.
6. The Contractor shall notify the LWDA immediately if a security incident involving the information asset occurs.
7. The LWDA shall have the right to participate in the investigation of a security incident involving its data or conduct its own independent investigation. The Contractor shall allow the LWDA reasonable access to security logs, latency statistics, and other related security data that affects this Agreement and the LWDA's data, at no cost to the LWDA.
8. The Contractor shall be responsible for all costs incurred by the LWDA due to a security incident resulting from the Contractor's failure to perform or negligent acts of its personnel, and resulting in an unauthorized disclosure, release, access, review, destruction, loss, theft, or misuse of an information asset. If the Contractor experiences a loss or breach of data, the Contractor shall immediately report the loss or breach to the LWDA. If the LWDA determines that notice to the individuals whose data has been lost or breached is appropriate, the Contractor will bear any and all costs associated with the notice or any mitigation selected by the LWDA. These costs include, but are not limited to, staff time, material costs, postage, media announcements, and other identifiable costs associated with the breach or loss of data.

ATTACHMENT E-1
SECURITY AND DATA PROTECTION
(Standard Agreement)

9. The Contractor shall immediately notify and work cooperatively with the LWDA to respond timely and correctly to public records act requests.
10. The Contractor will dispose of records of LWDA data as instructed by the LWDA during the term of this Agreement. No data shall be copied, modified, destroyed, or deleted by the Contractor other than for normal operation or maintenance during the Agreement period without prior written notice to and written approval by the LWDA.
11. Remote access to data from outside the territorial United States, including remote access to data by authorized support staff in identified support centers, is prohibited unless approved in advance by the LWDA.
12. The physical location of the Contractor's data center where the data is stored shall be within the territorial United States.