

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER
M62980-7100PURCHASING AUTHORITY NUMBER (If Applicable)
EDD-7100

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

CONTRACTING AGENCY NAME

Employment Development Department

CONTRACTOR NAME

Maximus US Services, Inc.

2. The term of this Agreement is:

START DATE

January 8, 2021

THROUGH END DATE

April 30, 2021

3. The maximum amount of this Agreement is:

\$11,566,711.40 Eleven Million Five Hundred Sixty-Six Thousand Seven Hundred Eleven Dollars and Forty 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	Statement of Work	10
Attachment A-1	Acceptance Document	1
Attachment A-2	Work Authorization	2
+ - Exhibit B	Budget Detail and Payment Provisions	2
+ - Attachment B-1	Budget Detail	2
+ - Attachment B-2	Category Descriptions	1
+ - Exhibit C	General Provisions - Information Technology	DGS PD 401 IT
+ - Exhibit D	Protection of Confidentiality	3
+ - Attachment D-1	Confidentiality Agreement	1
+ - Attachment D-2	Indemnity Agreement	1
+ - Attachment D-3	Statement of Responsibility - Information Security Certification	1
+ - Exhibit E	Special Terms and Conditions	4

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>

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

M62980-7100

PURCHASING AUTHORITY NUMBER (If Applicable)

EDD-7100

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.)

Maximus US Services, Inc.

CONTRACTOR BUSINESS ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR

DATE SIGNED

2.11.21

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Employment Development Department

CONTRACTING AGENCY ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

02/17/2021

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

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

**ATTACHMENT A
(Standard Agreement)
STATEMENT OF WORK**

1. OBJECTIVE

The global COVID-19 epidemic continues to present a serious threat to the health of California's residents and its economic prosperity. With the Governor's declaration of a State of Emergency on March 4, 2020, interventions are urgently needed to mitigate its impacts. Maximus US Services, Inc. (hereinafter referred to as the "Contractor") agrees to provide the Employment Development Department (hereinafter referred to as "EDD" or the "State"), augmenting for EDD's Unemployment Insurance (UI) Telephone Contact Center for 1099G (TCC - 1099G).

These services are required immediately due to the surge in unemployment claims that were filed by individuals that lost their jobs as a result of the COVID-19 pandemic and will now receive a Form 1099G for taxable UI, Disability Insurance (DI) and Paid Family Leave (PFL) benefits received in 2020. Telephone calls to EDD's UI TCC have increased dramatically as a result of COVID-19 related mass layoffs around the State of California and EDD's UI TCC staff cannot keep up with this volume. The number of Form 1099Gs issued by the Department in January 2021 is expected to be approximately 600% of that in January 2020. As a result, calls to EDD's TCC-1099G will increase dramatically and EDD's current UI TCC-1099G staffing levels will not be sufficient to respond to all the resulting claimant inquiries timely. This inability to handle the call volume will lead to much frustration with the public, compounding the fear and uncertainty claimants are facing financially. Additionally, the Form 1099G is required when claimants will be filing a federal tax return with the Internal Revenue Services (IRS). If the form is not received by the claimant timely due to misdirected mail and the claimant is not able to contact the Department to request a duplicate, the claimant might miss the IRS deadline for filing a federal tax return.

Contracting with a private Contractor who can provide staff and service augmentation to EDD's UI TCC-1099G operation will quickly increase EDD's ability to handle the increase in call volume and will assist in its ability to process claims and provide Form 1099G information more expeditiously in order to assuage much of the public's concerns.

EDD reserves the right to shift priorities within the scope of work at any time upon notice to the Contractor. Therefore, the Contractor must provide a price for each of the project areas described in this emergency procurement.

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The new capacity that the augmented Contact Center provides will, in conjunction with the existing State of California UI TCC-1099G operation, significantly advance the State's goal of assisting individuals with information about their unemployment insurance benefits.

The 1099G Contact Center project will commence January 8, 2021 and will have a term of three and a half months with the option to provide extensions.

2. TERM/PERIOD OF PERFORMANCE

The period of performance for the Agreement is January 8, 2021 through April 30, 2021. Extensions may be necessary if the federal tax deadline is extended to July 2021.

3. CONTRACT REPRESENTATIVES

All notices required by, or relating to, this Contract shall be in writing and shall be sent to the parties of the Contract at the address set below unless changed from time to time, in which event each party shall so notify the other in writing, and all such notices shall be deemed duly given if deposited, postage prepaid, in the United States mail or e-mailed and directed to the addresses then prevailing.

The Business Contract Manager during the term of this Contract will be:

EDD Contract Monitor:		Contractor:	
Name:		Name:	
Title:		Title:	
Address:		Address:	
City, St, Zip:		City, St, Zip:	
Cell Phone:		Phone:	
Email:		Email:	

4. PROJECT TASKS/DELIVERABLES

The Contractor must initially provide a team of 300 more phone agents who will have access to the EDD Contact Center and corresponding system(s) of record technologies to answer, diagnose and resolve, or properly transfer calls if outside of an agreed set of call drivers. Additionally, 300 agents will have access to the EDD system(s) technologies to assist the EDD customers by responding to their questions and completing their requests as it relates to the Form 1099G process. EDD will assist in training by providing training materials.

The primary scope for the augmented contact center operation is to assist the EDD's Contact Center operation by providing contact center services to include staff who can help respond to an extraordinarily high call volume for any inquiries related to 1099G forms,

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including but not limited to concerns regarding suspected fraud cases, requests for duplicate copies, etc. Three hundred Contractor's agents are to ramp up as quickly as possible to commence work at the start of the contract, and EDD may seek additional agents at a later date. Contractor must use EDD's Verizon VCC solution and provide proper staffing to be maintained during contact center operational days and hours in accordance with a staffing plan mutually agreed to by the parties. The Contractor's agents will be trained on EDD policies and procedures for in scope UI services and support.

The Contractor must provide contact center operations and oversight including project management and reporting on contact activities to EDD.

Other services that may be required, subject to EDD approval will be executed using the Work Authorization Form, Exhibit A-2.

Operations & Oversight

Contractor will provide ongoing project management, oversight, and reporting to EDD within the scope of this Statement of Work (SOW). Specifically, these tasks will include the following:

- **Agent Management & Oversight:** Provide management and oversight of Maximus managed agents' daily activities and work product, including responding to elevated customer service issues.
- **Incident Management:** Provide incident management services – triage, address, and resolve technical issues around tools such as VDI, VCC, SCDB, CUBS, WebViewer, and SharePoint for Maximus managed agents.

Agent Deployment

Contractor will deploy an initial tranche of 300 or more customer service agents to support the surge in call volumes; the number of agents will fluctuate as needed during the period as agreed to by the parties.

Responsibilities will include:

- Answer call types as agreed between the parties
- Respond to customers questions
- Processing customers requests
- Provide supervision for agents
- Provide a quality program for the call types
- **WFM & Utilization:** Provide services to assist in the scheduling and utilization of Maximus managed agents in coordination with the EDD WFM team.
- **Training:** Provide services for training Maximus managed agents and provide agents

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STATEMENT OF WORK**

- with educational and support resources in coordination with the EDD training team.
- **Provisioning:** Provide services to coordinate and manage provisioning requests for Maximus managed agents with EDD and maintain a master database.
 - **Q&A & Performance Management:** Provide services to provide oversight and management of the Maximus managed agents' performance, including feedback and coaching necessary to ensure excellent customer services standards.

Agent Support

Contractor will provide agent provisioning and first-level technical support (Incident Management) to the contact center agents, and assumes the role of single point of contact between EDD and the agents. This includes, but not limited to:

- Assist agents with the logon process
- PC issues and connectivity
- Managing VCC password resets
- Resolving first level technical issues including:
 - CUBS
 - MFA
 - SCDB
 - SharePoint
 - UI Intake Form
 - VCC
 - VDI access
 - WebViewer
- Tracking trends and patterns

Contractor will email the Service Desk (SD) mailbox [REDACTED] for issues that cannot be solved with first level triage and require EDD resolution. The SD will attempt to resolve or escalate to ITB Tier 2/3 or UI for additional troubleshooting efforts.

Staff Qualifications

All references to "Contractor staff", "Contractor agents", and "Contractor management" include subcontractors and all subcontractor personnel are subject to the same requirements and standards as Contractor personnel, including but not limited to all confidentiality requirements as outlined in section 12 below.

Accessibility and Staffing:

- A. The Contractor will assume a support role to help the current UI hotlines through an augmented Contact Center.
- B. The Contractor will be required to hire staff who have strong communication,

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- interpersonal and analytical skills.
- C. The Contractor's agents must be able to assist English and Spanish speaking individuals. **Any new agents hired need to be California based with a goal of many being bilingually skilled.**
 - D. The Contractor's agents who are taking calls must use EDD's Verizon VCC solution or such other solution agreed to by the parties and ensure proper staffing is maintained during contact center operational days and hours in accordance with the parties' staffing plan.
 - E. The current hours of operation (PST) for the augmented contact center operation will be as follows, and staffed in accordance with the agreed to staffing plan:
 - Monday 8:00 a.m. to 5:00 p.m.
 - Tuesday 8:00 a.m. to 5:00 p.m.
 - Wednesday 8:00 a.m. to 5:00 p.m.
 - Thursday 8:00 a.m. to 5:00 p.m.
 - Friday 8:00 a.m. to 5:00 p.m.These hours may be expanded or contracted by the EDD. Staffing will ultimately be based on peak call demand and coordinated with the EDD.
 - F. Support for Incident Management will be provided from 8:00a.m. to 5:00p.m. on weekdays (or agreed upon approach with the State).
 - G. The Contractor's augmented contact center agents need to escalate callers threatening self-harm or that are threatening the agent. Calls will be escalated as determined by EDD and communicated to Maximus.
 - H. The Contractor's agents must transfer more complex calls to EDD utilizing the features and capabilities of the technology provided by EDD.

Objectives:

Weekly, Maximus and EDD will meet to discuss the staffing levels required to address the call volumes.

Caller Assistance/Information Dissemination:

The Contractor's information dissemination responsibilities include, but are not limited to, providing 1099G forms information to callers.

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Handling Complaints:

- A. Accept information on complaints about the programs and provide written information on complaints to EDD for follow up as determined by EDD and communicated to Maximus.
- B. Respond to complaints either directly or by capturing the information and referring it to EDD staff. Once EDD has investigated the complaint and determined the outcome, EDD will inform the person who made the complaint. The Contractor will use EDD's technology to log such complaints.

Access to EDD Resources:

The Contractor will have access to the EDD UI system and other technology available to EDD UI staff, as may be authorized by EDD.

Assumptions:

1. A staffed hour ("Staffed Hour") represents time spent talking with clients, after call work, Q&A, supervisor time, workforce management, technology integration, time spent logged into the phone system to handle customer calls, and all other functions that call center personnel will perform hereunder. Staffed Hours will include required breaks, training, and briefing activities and is the time entered by agents in their company's internal time tracking system.
2. EDD approves the Contractor's use of the following subcontractors to perform work under this SOW: Verizon, Senture, Harte Hanks, AnswerNet, Fortuna, Activus, Eventus, CSAAA Insurance Services, Action Trophies, CTC Teleservices, Direct Interactions, EMS, Spike's, Tele Business USA, Telecom Inc., TelePoint Communications Inc, Tel-US Call Center Inc, US Coachways Inc, Atlantic City Contact Center, Alpine Awards Inc, Aswell Trophy, Mass Markets, Beacon Hill, Keystaff, Chase Source, Randstad, PeopleShare LLC, and Mattson Resources.
3. For this Agreement, the warranty period under Section 18(a) of GSDP401IT shall be thirty (30) days from delivery rather than one year.

4. CONTRACTOR RESPONSIBILITIES

- a. The Contractor will provide its own equipment necessary to perform the required duties.
- b. The Contractor shall designate a primary contact person to whom all project communications may be addressed and who has the authority to act on all aspects of the services.
- c. The Contractor will adhere to the EDD policies and procedures, guidelines, and templates including access and security requirements.

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5. EMPLOYMENT DEVELOPMENT DEPARTMENT RESPONSIBILITIES

- a. Designate a person to whom all Contractor communication may be addressed, and who has the authority to act on all aspects of the services. This person will review the SOW and associated documents with the Contractor to ensure understanding of the responsibilities of both parties.
- b. Provide a timely review and approval of information and documentation provided by the Contractor to perform its obligations.

6. PERFORMANCE

The EDD will be the sole judge of the acceptability of all work performed and all work products produced by the Contractor as a result of this SOW. Should the work performed or the products produced by the Contractor fail to meet the EDD conditions, requirements, specifications, guidelines, or other applicable standards, the following resolution process will be employed, except as superseded by other binding processes (this section 6 shall only apply to the extent that Deliverables are provided by Contractor as part of the Services):

- a. The EDD will notify the Contractor after completion of each phase of service of any acceptance problems by identifying the specific inadequacies and/or failures in the services performed and/or the products produced by the Contractor. The costs related to the rework of unacceptable work products shall not be billed to the EDD.
- b. The Contractor will respond to the EDD by submitting a detailed explanation describing precisely how the identified services and/or products adhere to and satisfy all applicable requirements, and/or a proposed corrective action plan to address the specific inadequacies and/or failures in the identified services and/or products. Failure by the Contractor to respond to the EDD's initial problem notification within the required time limits may result in immediate termination of the Contract. In the event of such termination, the EDD shall pay all amounts due to the Contractor for all work accepted prior to termination.
- c. The EDD will notify the Contractor in writing whether it accepts or rejects the explanation and/or plan. If the EDD rejects the explanation and/or plan, the Contractor will submit a revised corrective action plan within three (3) State business days of notification of rejection. Failure by the Contractor to respond to the EDD's notification of rejection by submitting a revised corrective action plan within the required time limits may result in immediate termination of the Contract. In the event of such termination, the EDD shall pay all amounts due to the Contractor for all work accepted prior to termination.
- d. The EDD will notify the Contractor in writing whether it accepts or rejects the revised corrective action plan proposed by the Contractor. Rejection of the revised corrective action plan will result in immediate termination of the Contract. In the event of such termination, the EDD shall pay all amounts due to the Contractor for all work accepted prior to termination.

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7. PROBLEM ESCALATION

The parties acknowledge and agree that certain technical and project-related problems or issues may arise and that such matters shall be brought to the EDD's attention. Problems or issues shall normally be reported in regular status reports. There may be instances, however, where the severity of the problems justifies escalated reporting. To this extent, the Contractor will determine the level of severity and notify the appropriate EDD personnel. The EDD personnel notified, and the time taken to report the problem or issue, shall be at a level commensurate with the severity of the problem or issue. The EDD personnel include, but are not limited to, the following:

- 1. First level:**
Chief, Unemployment Insurance Integrity and Accounting Division
- 2. Second level:**
Unemployment Insurance Deputy Director
- 3. Third level:**
EDD Chief Deputy Director, Operations

8. AMENDMENTS

Consistent with the terms and conditions of the original agreement, and upon mutual consent, the EDD and the Contractor may execute amendments to this Agreement, including revisions to Exhibit A – Statement of Work (i.e. objective, project tasks, and deliverables). There shall be options to amend for additional time and funds. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, and agreed upon by both parties and approved, as required. No verbal understanding or agreement not incorporated into the Agreement is binding on any of the parties.

9. CANCELLATION

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

10. OTHER CONTRACT CONSIDERATIONS

- a. 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 its subcontractor affiliation, as applicable.
- b. The EDD reserves the right to approve all subcontractors prior to the performance of any work by the subcontractor.
- c. Nothing contained in this Agreement shall create any conceptual relationship between the State and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor is fully responsible to the EDD for the acts and omissions of its subcontractors and persons either directly

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(Standard Agreement)
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- or indirectly employed by any of them.
- 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 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.
 - f. Military and Veteran Code (MVC) 999.5(d), Government Code (GC) 14841, and California Code of Regulations (CCR) 1896.78(e) requires all Prime Contractor's that had a DVBE firm perform any element of work for a contract to report DVBE information.

Prime Contractors are required to maintain records supporting the information that all payments to DVBE subcontractor(s) were made. The Prime DVBE Subcontracting form can be found at the following link: https://www.documents.dgs.ca.gov/dgs/fmc/gsp/pd/pd_810P.pdf and the instructions can be found at the following link: <https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/File-a-DVBE-Subcontractor-Report#@ViewBag.JumpTo>. Completed forms are to be e-mailed to primeDVBE@state.ca.gov.

11. FEDERAL TAX ADMINISTRATION REQUIREMENTS

Subject to the Internal Revenue Service (IRS), federal tax information (FTI) requirements, if an unfavorable response is received by the IRS, this contract will be terminated immediately, per General Provisions – Information Technology (GSPD-401), clause 23, Termination for Default.

12. SECURITY AND DATA PROTECTION REQUIREMENTS

The EDD must ensure Agreements with state and non-state entities include provisions, which protect and minimize risk to the state when engaging in the development, use, or maintenance of information systems, products, solutions, or services. In accordance with the State Administrative Manual (SAM) Section 5305.8, Exhibit E, Security and Data Protection, California Government Code Section 1044 and Internal Revenue Service Publication 1075, Section 5.1.1, contracted employees who have access to federal tax information are required to comply with security requirements as specified under federal and state law.

ATTACHMENT A
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All currently existing and new contracted employees with access to FTI, will be required to complete and successfully pass a background check. Access to FTI would include, but not be limited to the following access modes:

- ACES
- SCDB
- TOP
- IRS TIN verification website
- Remote access to computers with FTI
- Server data files with FTI
- Audit documents with FTI data
- Form 1099
- Official Personnel Files that include adverse actions with FTI data
- Access to Central Office buildings
- Access to areas with FTI

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

CONTRACTOR NAME: _____

EDD CONTRACT NUMBER: _____

ACCEPTANCE DOCUMENT (AD) NUMBER: _____

TITLE: _____

COMPLETION DATE: _____

TERMINATION DATE (if applicable): _____

TOTAL COST: \$ _____

DESCRIPTION:

EDD ACCEPTANCE OR REJECTION:

AUTHORIZED AND APPROVED:

CONTRACTOR OFFICIAL SIGNATURE / DATE

EMPLOYMENT DEVELOPMENT DEPARTMENT
CONTRACT ADMINISTRATOR SIGNATURE /
DATE

Note: Once the Contractor and the EDD have approved the AD as stipulated in the contract, the Contractor may submit an invoice to the EDD. Refer to payment terms in Exhibit B.

ATTACHMENT A-2
(Standard Agreement)
WORK AUTHORIZATION FORM

The task/deliverable(s) will be performed in accordance with this Work Authorization and the provision of Contract Number:

WORK AUTHORIZATION NUMBER	PAGE(S) of
---------------------------	-------------------

TITLE OF TASK/DELIVERABLE

TASK/DELIVERABLE SUMMARY *(Brief description of task/deliverable to be performed under work authorization)*

START DATE	COMPLETION DATE	TERMINATION DATE (if applicable)
TOTAL ESTIMATED LABOR HOURS	TOTAL ESTIMATED COST	

APPROVALS

CONTRACTOR CONTRACT ADMINISTRATOR NAME	TITLE
SIGNATURE	DATE
EMPLOYMENT DEVELOPMENT DEPARTMENT CONTRACT ADMINISTRATOR NAME	TITLE
SIGNATURE	DATE

**ATTACHMENT A-2
(Standard Agreement)
WORK AUTHORIZATION FORM**

WORK AUTHORIZATIONS (WA)

- a. Each WA shall consist of a detailed statement of the purpose, objective, or goals to be undertaken by the Contractor and all information requested to be provided per WA form, Attachment A-2.
- b. All WA must be in writing prior to beginning work and signed by the Contractor and the EDD Technical Contract Manager.
- c. The EDD has the right to require the Contractor to stop or suspend work on any WA.
- d. Personnel resources will not be expended (at a cost to the EDD) on task/deliverable accomplishment in excess of estimated work hours required unless the procedure below is followed:
 - (1) If in performance of the work, the Contractor determines that a WA to be performed under this Contract cannot be accomplished within the estimated work hours, the Contractor will immediately notify the EDD in writing of the Contractor's estimate of the work hours which will be required to complete the WA in full. Upon receipt of such notification, the EDD may:
 - (a) Authorize the Contractor to expend the estimated additional work hours or service in excess of the original estimate necessary to accomplish the WA;
 - (b) Terminate the WA; or
 - (c) Alter the scope of the WA in order to define tasks that can be accomplished within the remaining estimated work hours.
 - (2) The EDD will notify the Contractor in writing of its decision within seven (7) calendar days after receipt of the notification. If a notice of the decision is given to proceed via an amended WA signed by the Contractor and EDD, the Contractor may expend the estimated additional work hours for agreed-upon services. The EDD agrees to reimburse the Contractor for such additional work hours.

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS
(Standard Agreement)

1. PROJECT ACCEPTANCE INVOICING AND PAYMENT

In consideration of satisfactory services performed, the EDD agrees to pay the total amount of this Agreement which shall not exceed Eleven Million Five Hundred Sixty-Six Thousand Seven Hundred Eleven Dollars and Forty Cents (\$11,566,711.40).

The invoices must reference the following:

- The EDD Contract Number M62980-7100
- 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:

Employment Development Department
Unemployment Insurance/UIIAD



2. PAYMENT WITHHOLD

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

3. 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

EXHIBIT B
BUDGET DETAIL AND PAYMENT PROVISIONS
(Standard Agreement)

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

4. 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
(Standard Agreement)
BUDGET DETAIL**

EDD Contract No. M62980-7100
EDD/ Maximus US Services, Inc.
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Contract Cost Worksheet

Scenario 1 (5 days/week-8/hours/day for 3.5 Months)

Work Stream Costs	Total Estimated Cost
Subtotal, estimated cost for 3.5 month period of 1/08/21-4/30/21	
Operations & Oversight	
Agent Deployment	\$960,832.77
Agents (175,200 hours)	\$7,108,770.25
Grand total, estimated cost	\$8,170,791.14
Cost Estimate for Overtime (3 add'l hours/day for 3.5 months = 65,700 OT Hours)	\$3,395,920.26
Grand total, estimated cost w/Overtime	\$11,566,711.40

Work Stream Classifications	Hourly Rate	Estimated Hours	Total Cost
Engagement Partner	\$107.91	137	\$14,783.67
Project Manager	\$75.29	550	\$41,409.50
Senior Analyst	\$93.48	1099	\$102,734.52
Analyst	\$75.29	550	\$41,409.50
Agents	\$37.17	0	\$0.00
California-based Agents	\$39.13	175,200	\$6,855,576.00
Agent Supervisor	\$63.88	10,990	\$702,041.20
Program Director	\$129.87	110	\$14,285.70
QA Analyst	\$57.09	3,297	\$188,225.73
Finance Support	\$111.67	275	\$30,709.25
Trainer	\$57.00	1,374	\$78,318.00
Agent Tech Support	\$61.43	1,649	\$101,298.07
Subtotal			\$8,170,791.14

Scenario 2 (5 days/week-8/hours/day for 5 Months)

Work Stream Costs	Total Estimated Cost
Subtotal, estimated cost for 5 month period of 1/8/21-6/15/21	
Operations & Oversight	\$144,268.64
Agent Deployment	\$1,131,596.03
Agents (249,600 hours)	\$10,322,450.66
Grand total, estimated cost	\$11,598,315.33
Cost Estimate for Overtime (3 add'l hours/day for 5 months = 93,600 OT Hours)	\$4,838,023.38
Grand total, estimated cost w/Overtime	\$16,436,338.71

Work Stream Classifications	Hourly Rate	Estimated Hours	Total Cost
Engagement Partner	\$107.74	196	\$21,117.04
Project Manager	\$75.12	785	\$58,969.20
Senior Analyst	\$93.31	1,570	\$146,496.70
Analyst	\$75.12	785	\$58,969.20
Agents	\$37.01	0	\$0.00

ATTACHMENT B-1
(Standard Agreement)
BUDGET DETAIL

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EDD/ Maximus US Services, Inc.
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California-based Agents	\$38.96	249,600	\$9,724,416.00
Agent Supervisor	\$63.71	15,700	\$1,000,247.00
Program Director	\$129.70	157	\$20,362.90
QA Analyst	\$56.92	4,710	\$268,093.20
Finance Support	\$111.50	393	\$43,819.50
Trainer	\$56.83	1,963	\$111,557.29
Agent Tech Support	\$61.26	2,355	\$144,267.30
Subtotal			\$11,598,315.33

**ATTACHMENT B-2
(Standard Agreement)
CATEGORY DESCRIPTION**

Qualifications for above Category Descriptions:

Engagement Partner:

Those in the Engagement Partner category will serve as the engagement managers or senior subject matter expert. Individuals named to this category must have significant direct experience in providing related services, including but not limited to those services specifically outlined in this SOW. They must be available to meet with DOL leadership virtually.

Project Manager:

Project Managers will be responsible for developing project work plans and schedules for deliverables, coordinating, delegating, and managing the assignments for consultant staff, and serving as the point of contact for issues, project status, meetings, and deliverables. The Project Managers will also be responsible for updating the Engagement Partner/s on the status of a project and any issues that may arise.

Project Managers must have at least seven years of experience in related work. They must also be available to meet with DOL leadership virtually.

Senior Analyst:

The Senior Analysts, working under the Project Managers, will be responsible for the analysis and resolution of program issues on which the project seeks advice or guidance. These issues include, but are not limited to those outlined in the SOW. The Senior Analyst should have at least four years' experience in related work.

Analyst:

The Analyst, working under the Project Manager and with the Senior Analyst, will serve in a capacity similar to that of the Senior Analyst. The Analyst must have at least two years' experience in strategy related work.

Agents:

Call center agents will be professional call center staff that have the training and experience to meet the requirements of the SOW. Agents will be billed based on "Staffed Hours".

Agent Supervisor:

Agent Supervisor will be professional supervisor staff that has the training and experience to meet the requirements of the SOW. Agent Supervisors will be billed based on "Staffed Hours".

Exhibit D
(Standard Agreement)
PROTECTION OF CONFIDENTIALITY

PROTECTION OF CONFIDENTIALITY

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

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

I. ADMINISTRATIVE SAFEGUARDS

- a. Adopt policies and procedures to ensure use of the EDD's confidential information solely for purposes specifically authorized under this Agreement that meet the requirements of Title 20, Code of Federal Regulations §603.10.
- b. Warrant 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. In the event of a breach or violation of this warranty, the EDD shall have the right to annul this Agreement without liability, in addition to other remedies provided by law.
- c. Warrant and certify that in the performance of this Agreement, the Contractor, will comply with all applicable statutes, rules and/or regulations, and Agreement information security requirements, including but not limited to the following:
 - **California Unemployment Insurance Code §1094** (Disclosure Prohibitions)
 - **Title 20, Code of Federal Regulations §603.9 and §603.10** (Federal Unemployment Compensation Safeguards and Security Requirements)
 - **California Civil Code §1798, et seq.** (Information Practices Act)
 - **California Penal Code §502** (Computer Fraud Act)
 - **Title 5, U.S. Code §552a** (Federal Privacy Act Disclosure Restrictions)
 - **Title 42, U.S. Code §503** (Social Security Act)
 - **Title 18, U.S. Code §1905** (Disclosure of Confidential Information)
- d. Except for state agencies, agree to indemnify the EDD against any loss, cost, damage or liability resulting from violations of these applicable statutes, rules and/or regulations, and Agreement information security requirements.
- e. Protect the EDD's information against unauthorized access, at all times, in all forms of media. Access and use the information obtained under this Agreement only to the extent necessary to assist in the valid administrative needs of the program receiving such information, and only for the purposes defined in this Agreement.
- f. Keep all the EDD's confidential information completely confidential. Make this information available to authorized personnel on a "need-to-know" basis and only for the purposes authorized under this Agreement. "Need-to-know" refers to those authorized personnel who need information to perform their official duties in connection with the use of the information authorized by this Agreement.
- g. Notify the EDD Help Desk at (916) 654-1010, immediately upon discovery, that there may have been a breach in security which has or may have resulted in compromise to the confidential information. For purposes of this section, immediately is defined within 24 hours of discovery of the breach. The

Exhibit D
(Standard Agreement)
PROTECTION OF CONFIDENTIALITY

notification shall be by phone and email. **It is not sufficient to simply leave a message.** The notification must include a detailed description of the incident (such as time, date, location, and circumstances) and identify responsible personnel (name, title and contact information). The verbal notification shall be followed with an email notification to [REDACTED].

II. MANAGEMENT SAFEGUARDS

- a. Acknowledge that the confidential information obtained by the Contractor, under this Agreement remains the property of the EDD.
- b. Instruct all personnel assigned to work with the information provided under this Agreement regarding the following:
 - Confidential nature of the EDD information.
 - Requirements of this Agreement.
 - Sanctions specified in federal and state unemployment compensation laws and any other relevant statutes against unauthorized disclosure of confidential information provided by the EDD.
- c. Require that all personnel assigned to work with the information provided by the EDD complete the EDD Confidentiality Agreement (Attachment D1):
- d. Return the following completed documents to the EDD Contract Services Group:
 1. **The EDD Indemnity Agreement (Attachment D2): Required to be completed by the Contractor, Chief Financial Officer or authorized Management Representative, unless the Contractor, is a State Agency.**
 - o The EDD Statement of Responsibility Information Security Certification (Attachment D3): Required to be completed by the Information Security Officer or authorized Management Representative.
- e. Permit the EDD to make on-site inspections to ensure that the terms of this Agreement are being met. Make available to the EDD staff, on request and during on-site reviews, copies of the EDD Confidentiality Agreement (Attachment D1) completed by personnel assigned to work with the EDD's confidential information, and hereby made a part of this Agreement.
- f. Maintain a system of records sufficient to allow an audit of compliance with the requirements under subsection (d) of this part. Permit the EDD to make on-site inspections to ensure that the requirements of federal and state privacy, confidentiality and unemployment compensation statutes and regulations are being met including but not limited to [Social Security Act §1137\(a\)\(5\)\(B\)](#).

III. USAGE, DUPLICATION, AND REDISCLOSURE SAFEGUARDS

- a. Use the EDD's confidential information only for purposes specifically authorized under this Agreement. The information is not admissible as evidence in any action or special proceeding except as provided under §1094(b) of the California Unemployment Insurance Code (CUIC). Section 1095(u) of the CUIC does not authorize the use of the EDD's confidential information by any private collection agency.
- b. Extraction or use of the EDD information for any purpose outside the purposes stated in this Agreement is strictly prohibited. The information obtained under this Agreement shall not be reproduced, published, sold, or released in original or any other form not specifically authorized under this Agreement.
- c. Disclosure of any of the EDD information to any person or entity not specifically authorized in this Agreement is strictly prohibited. Personnel assigned to work with the EDD's confidential information

Exhibit D
(Standard Agreement)
PROTECTION OF CONFIDENTIALITY

shall not reveal or divulge to any person or entity any of the confidential information provided under this Agreement except as authorized or required by law.

IV. PHYSICAL SAFEGUARDS

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

EMPLOYMENT DEVELOPMENT DEPARTMENT CONFIDENTIALITY AGREEMENT

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

an employee of

Maximus US Services, Inc.

PRINT YOUR NAME

PRINT YOUR EMPLOYER'S NAME

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

INITIAL acknowledge that my supervisor and/or the Contract's Confidentiality and Data Security Monitor reviewed with me the confidentiality and security requirements, policies, and administrative processes of my organization and of the EDD.

INITIAL acknowledge responsibility for knowing the classification of the EDD information I work with and agree to refer questions about the classification of the EDD information (public, sensitive, confidential) to the person the Contract assigns responsibility for the security and confidentiality of the EDD's data.

INITIAL acknowledge responsibility for knowing the privacy, confidentiality, and data security laws that apply to the EDD information I have been granted access to by my employer, including UIC §§1094 and 2111, California Government Code § 15619, CC § 1798.53, and PC § 502.

INITIAL acknowledge that wrongful access, use, modification, or disclosure of confidential information may be punishable as a crime and/or result in disciplinary and/or civil action taken against me—including but not limited to: reprimand, suspension without pay, salary reduction, demotion, or dismissal—and/or fines and penalties resulting from criminal prosecution or civil lawsuits, and/or termination of contract.

INITIAL acknowledge that wrongful access, inspection, use, or disclosure of confidential information for personal gain, curiosity, or any non-business related reason is a crime under state and federal laws.

INITIAL acknowledge that wrongful access, use, modification, or disclosure of confidential information is grounds for immediate termination of my organization's Contract with the EDD.

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

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

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

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

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

Print Full Name (last, first, MI)

Maximus US Services, Inc.

Print Name of Requesting Agency

Signature

Date Signed

Check the appropriate box:

- | | |
|----------------------------------------|------------------------------------|
| <input type="checkbox"/> Employee | <input type="checkbox"/> Student |
| <input type="checkbox"/> Subcontractor | <input type="checkbox"/> Volunteer |
| <input type="checkbox"/> Other | |

Explain

EMPLOYMENT DEVELOPMENT DEPARTMENT INDEMNITY AGREEMENT

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

Maximus US Services, Inc.

(Enter Requesting Agency/Entity Name)

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

Maximus US Services, Inc.

(Enter Requesting Agency/Entity Name)

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

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

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

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

SIGNED BY REQUESTING ENTITY REPRESENTATIVE

[Redacted Signature Block]

Of Maximus US Services, Inc.

Print Name of Requesting Entity

Enter Name Governmental Sponsor/Entity

**EMPLOYMENT DEVELOPMENT DEPARTMENT
STATEMENT OF RESPONSIBILITY**

INFORMATION SECURITY CERTIFICATION

We, the Information Security Officer and the Assistant General Counsel hereby certify that Maximus US Services, Inc., has in place the safeguards and security requirements stated in this Agreement. We therefore accept responsibility for ensuring compliance with these requirements, as set forth in Exhibit "D" of the EDD Contract No. M62980-7100.

<div>[Redacted Signature]</div> <div>[Redacted Name]</div> <div>PRINT NAME OF INFORMATION SECURITY OFFICER</div> <div>[Redacted Title]</div> <div>PRINT TITLE</div> <div>[Redacted Phone]</div> <div>TELEPHONE NUMBER</div> <div>[Redacted Email]</div> <div>E-MAIL ADDRESS</div> <div>[Redacted Date]</div> <div>DATE SIGNED</div>	<div>PROGRAM DIRECTOR OR CHIEF INFORMATION OFFICER SIGNATURE</div> <div>[Redacted Signature]</div> <div>PRINT NAME</div> <div>[Redacted Title]</div> <div>PRINT TITLE</div> <div>[Redacted Phone]</div> <div>TELEPHONE NUMBER</div> <div>[Redacted Email]</div> <div>E-MAIL ADDRESS</div> <div>[Redacted Date]</div> <div>DATE SIGNED</div>
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NOTE: Return this Information Security Certification to the EDD Contract Manager with the signed copies of the Contract.

FOR THE EDD USE ONLY

1. Information Security Certification received by:

<div>EDD CONTRACT MANAGER NAME</div>	<div>DATE RECEIVED</div>
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2. The EDD information asset access approved by:

<div>CONTRACT MANAGER OR DISCLOSURE COORDINATOR</div>	<div>DATE APPROVED (AFF, EMAIL, ETC.)</div>
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NOTE: The EDD must have a signed "Information Security Certification" in its possession prior to disclosure of any personal, confidential, or sensitive information to the **Maximus US Services, Inc.**

EXHIBIT E
SPECIAL TERMS AND CONDITIONS
(Standard Agreement)

1. CONTRACT APPROVAL

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

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

2. LOBBYING RESTRICTIONS

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

3. CERTIFICATION REGARDING DEBARMENT

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

4. WORKFORCE INNOVATION AND OPPORTUNITY ACT

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

5. PUBLIC CONTRACT CODE

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

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

6. NOTICES

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

EXHIBIT E
SPECIAL TERMS AND CONDITIONS
(Standard Agreement)

7. 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.

8. SUBCONTRACTOR LANGUAGE

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

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

9. BACKGROUND INVESTIGATION

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

10. EVALUATION OF CONTRACT/CONTRACTOR

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

11. CONTRACTOR STAFF CHANGES

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

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

EXHIBIT E
SPECIAL TERMS AND CONDITIONS
(Standard Agreement)

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

12. OWNERSHIP RIGHTS

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

13. TERMINATION CLAUSE

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

14. 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., earthquakes, floods, and other natural disasters) such that performance is impossible.

15. 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 EDD 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 EDD within five (5) business days of any cancellation, non-renewal, or material change that affects required insurance coverage.

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

A. General Liability Insurance – The Contractor shall furnish to the EDD 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.

EXHIBIT E
SPECIAL TERMS AND CONDITIONS
(Standard Agreement)

The certificate of insurance must include the following provision stating:

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

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

C. Automobile Liability Insurance - The Contractor shall furnish to the EDD 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.