



Purchase Order

Am-1 Cleared CSG Dist BLD 1/12/2020

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

Employment Development Dept
EMPLOYMENT DEVELOPMENT
DEPARTMENT

CHANGE ORDER		Dispatch Via Print
Purchase Order 7100-0000007834	Date 10-01-2020	Revision 1 - 2021-01-06
Payment Terms Net 45	Freight Terms FOB Destination-Freight PP	Ship Via COMMON
Buyer [Redacted]	Phone [Redacted]	Currency USD
LPA Contract ID: 5-17-70-11		

Supplier: 0000044624
WEST A THOMSON
REUTERS BUSI

Ship To: 7100000137
EMPLOYMENT
DEVELOPMENT
DEPARTMENT

Attention: Not Specified
Bill Code: 023336

Bill To: EMPLOYMENT
DEVELOPMENT
DEPARTMENT

Certification#: Begin Date: Expiration: DVBE Begin Date: Expiration:

Tax Exempt? Y Tax Exempt ID: SERVICES

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1	Am 1 - IT Service - Claims Batch Review Subscription Emergency COVID-19 Service - FY 20/21 Paid in Arrears		1.00	EA	3563000.00	3563000.00	11/10/2020

Contract ID: 000000000000000000059926 Version: 2 Contract Line: 2 Schedule Total Release: 3 3563000.00
 Total Amount: 0.000 Amount Open: 0.000 Category Line: 0
 Total Quantity: 0.00 Quantity Open: 0.0000

Item Total 3563000.00

2 - 1	IT Service - 150 Passwords to CLEAR w/NPI, SEC, Real Property, Business Credit, LPR, RTIA, CDIC - FY 20/21 Paid in Arrears		9.00	MON	12000.00	108000.00	11/10/2020
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Contract ID: 000000000000000000059926 Version: 2 Contract Line: 3 Schedule Total Release: 4 108000.00
 Total Amount: 0.000 Amount Open: 0.000 Category Line: 0
 Total Quantity: 0.00 Quantity Open: 0.0000

Item Total 108000.00

DGS Purchasing Authority DGS-7760
Contract #: N59926-7100 Am. 1

COVID 19 - Governor's Proclamation of a State of Emergency, effective March 4, 2020.

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



Purchase Order

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Term: October 1, 2020 through June 30, 2021

The purpose of this amendment is to add additional funding of \$2,900,000.00 for FY 20/21.

Total contract value after Amendment 1: \$3,671,000.00

Remove Attachment A Scope of Work
Exhibit B Budget Detail & Payment Provisions
Remove Attachment B1 Cost Table

The following updated Exhibits are attached as part of this amended Agreement:
Exhibit A Statement of Work
Exhibit B Budget Detail & Payment Provisions
Attachment B1 Cost Table

All other terms shall remain the same.

Send Invoices:
Employment Development Department

Total PO Amount

3671000.00

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

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**EXHIBIT A
(STANDARD AGREEMENT)
STATEMENT OF WORK**

1. BACKGROUND AND PURPOSE

Due to COVID-19 related Pandemic, the Employment Development Department (EDD) has been overwhelmed with Unemployment Insurance (UI) / Pandemic Unemployment Assistance (PUA) claims that have created a backlog that current staffing cannot review and make a determination in a timely manner. Thomson-Reuters provides automated batch review services of claim information to determine the fraud risk level of the claim.

Thomson Reuters helps government agencies prevent, detect, and investigate fraud through identity verification, risk assessment, and locate tools. They have unique data sets where agencies can increase data hygiene and reduce loss of revenue through fraud, waste and abuse. This service and access to unique data is not available within civil service. Due to COVID-19 Pandemic EDD requires immediate access to tools and services to address backlog of UI/PUA claims.

The purpose of this Contract is to obtain CLEAR Batch Search Services.

Master Service Agreement #5-17-70-11 and its amendments are hereby incorporated by reference and made a part of this agreement.

2. PERIOD OF PERFORMANCE

Contractor agrees to begin work according to the state's emergency contracting process in accordance with Public Contract Code 1102 and the "COVID-19 State of Emergency" as defined in SOE 03/04/2020. Contractor agrees to perform work in accordance with terms and conditions outlined in MSA 5-17-70-11 including, but not limited to the state's applicable General Terms and Conditions. EDD agrees to accelerate the contract execution process for the benefit of both the Contractor and the state.

The term shall begin on October 1, 2020, or upon approval, and end on June 30, 2021 with an option to extend for additional time as needed.

3. AMOUNT OF CONTRACT

The maximum amount of this Contract is located on the Cost Table, Attachment B1. In no event shall the total amount exceed the amount on the Contract cover page.

4. DESCRIPTION OF SERVICES

Under this Contract, the Contractor shall provide Customized CLEAR Batch Records Search Services Volume Management Plan (VMP) including the following components:

1. CLEAR ID Confirm
2. Real-Time Incarceration & Arrest Records (RTIA)
3. Associate Analytics
4. CLEAR passwords

**EXHIBIT A
(STANDARD AGREEMENT)
STATEMENT OF WORK**

EDD reserves the right to increase the number of records on an as needed basis through a written contract amendment approved by the State.

5. INSURANCE REQUIREMENTS

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

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

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

The certificate of insurance must include the following provision stating:

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

6. WORKERS' COMPENSATION INSURANCE

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

7. CONFIDENTIALITY AND NON-DEBARMENT

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

**EXHIBIT A
(STANDARD AGREEMENT)
STATEMENT OF WORK**

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

To preserve the integrity of the security and confidentiality measures implemented into EDD's automated information systems, each Contractor is required to provide a signed Employee Confidentiality Statement (Attachment D1) and Indemnity Agreement (Attachment D2) prior to starting work.

8. TERMINATION/CANCELLATION

In addition to any other provision of this Subscription Agreement, the EDD may terminate this Subscription Agreement or cancel a portion of the service(s) for any reason with thirty (30) days written notice.

9. POINTS OF CONTACT

EDD Program Manager:	Contractor: West Publishing Corporation dba West, A Thomson Reuters Business
Name: [REDACTED]	Name: [REDACTED]
Title: [REDACTED]	Title: [REDACTED]
Address [REDACTED]	Address: [REDACTED]
City, St, Zip: [REDACTED]	City, St, Zip: [REDACTED]
Phone: [REDACTED]	Phone: [REDACTED]
Email: [REDACTED]	Email: [REDACTED]

**EXHIBIT B
(STANDARD AGREEMENT)
BUDGET DETAIL AND PAYMENT PROVISION**

1. INVOICING AND PAYMENT

In consideration of services performed, EDD agrees to compensate the Contractor for services satisfactorily performed in accordance with the rates specified herein, which is attached hereto and made a part of this Contract. The maximum amount of this Contract is Three Million Six Hundred and Seventy-One Thousand dollars and zero cents (\$3,671,000.00).

Invoices shall not be submitted more frequently than monthly. **Services under this Contract will be paid in arrears.** Invoices shall include the Contract Number **N59926-7100** and shall be submitted to:

Employment Development Department
Information Technology Branch TGD



Each invoice must include the following:

- Dates of service
- Description of services provided on those dates.
- Charges for those services.
- MSA Contract Number 5-17-70-11.
- Contract # **N59926-7100.**
- Invoice total.

2. BUDGET CONTINGENCY

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

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

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

**EXHIBIT B
(STANDARD AGREEMENT)
BUDGET DETAIL AND PAYMENT PROVISION**

3. AVAILABILITY OF FUNDS

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

4. PROMPT PAYMENT CLAUSE

Payment will be made in arrears, in accordance with the provisions of the California Prompt Payment Act, Government Code section 927, et seq. Unless expressly exempted by statute, the Act requires state agencies to pay properly submitted, undisputed invoices not more than 45 days after (a) the date of acceptance of goods or performance of services; (b) receipt of an undisputed invoice – whichever is later.

**ATTACHMENT B-1
 (STANDARD AGREEMENT)
 COST TABLE**

The maximum amount of this Contract is Three Million Six Hundred and Seventy-One Thousand dollars and zero cents (\$3,671,000.00)

	Subscription Name	Quantity	Unit Cost	Extended Price
1	Option 4, Volume Management Plan includes the following: CLEAR ID Confirm 11,700,000 records, Real-Time Incarceration & Arrest Records (RTIA) 11,700,000 records, Associate Analytics 11,700,000 records	1	\$3,563,000.00	\$3,563,000.00
2	150 passwords to CLEAR w/NPI, SEC, Real Property, Business Credit, LPR, RTIA, CDIC	9	\$12,000 per mo.	\$108,000.00
TOTAL				\$3,671,000.00