

**STANDARD AGREEMENT - AMENDMENT**

STD 213A (Rev. 4/2020)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 13 PAGES

AGREEMENT NUMBER

M53409-7100

AMENDMENT NUMBER

1

Purchasing Authority Number

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

The iFish Group, Inc.

2. The term of this Agreement is:

START DATE

April 1, 2020

THROUGH END DATE

March 31, 2022

3. The maximum amount of this Agreement after this Amendment is:

\$3,000,000.00 Three Million Dollars and Zero Cents

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

The Agreement entered into April 1, 2020 by and between the Employment Development Department, hereinafter referred to as the EDD, and iFish Group, Inc., hereinafter referred to as the Contractor, is hereby amended to:

Exercise one of the 12 month options to add funds and extend the Contract term by 12 months from March 31, 2021 to March 31, 2022.

Specific:

Delete Exhibit A, Statement of Work, in its entirety and replace with the attached revised Exhibit A, Statement of Work.

Delete Attachment A-1, Substitute Contractor Personnel Request Form, in its entirety and replace with Attachment A-1, Add, Delete, or Substitute Staff Request Form.

Delete Exhibit B, Budget Details and Payment Provisions, in its entirety and replace with Exhibit B, Budget Details and Payment Provisions.

Delete Attachment B-1, Cost Table, in its entirety and replace with Attachment B-1, Cost Table.

All other terms and conditions shall remain the same.

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.)

The iFish Group, Inc.

CONTRACTOR BUSINESS ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR

DATE SIGNED

4/19/2021

Cleared  
CSG

Dist. 4/27/2021 NT

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AGREEMENT NUMBER

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Purchasing Authority Number

EDD-7100

**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

04/22/2021

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Agreements are exempt from DGS approval per  
Delegation DIA-003

**EXHIBIT A  
(Standard Agreement)**

**STATEMENT OF WORK**

**1. PURPOSE**

The purpose of this Contract is to acquire one (1) or more full-time Mainframe Developers (Sr. Programmers) to perform services for the COVID-19 Federal Stimulus projects, as needed. The Contractor will augment the EDD's team with application analysis, design, development, testing, and documentation tasks.

The Mainframe Developer resources will provide knowledge, skills, and abilities for online and batch mainframe support methodologies. The prescribed work activities must be consistent with industry standards and the EDD mainframe standards.

The Contractor's Offer is incorporated by reference into this Contract as Exhibit H. In the event of a discrepancy between the Contractor's Offer and Exhibits A through G, the language contained within Exhibits A through G shall prevail.

**2. PERIOD OF PERFORMANCE**

The term of this Contract shall begin on the date specified on the Standard Agreement (STD 213) cover page, or upon approval, and end 24 months later. The State may, at its sole discretion, elect to extend the Contract term as needed for up to 2 additional 12-month terms, at the same hourly rates in the Cost Table, Attachment B-1 and shall not be denied by the Contractor. However, the State is not obligated to use any or all of these options. Amendment 1 is exercising one (1) of the additional 12-month terms.

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

**3. AMOUNT OF CONTRACT**

The total cost of this Contract is the amount contained on the STD 213 cover page. Cost details are located on the Cost Table, Attachment B-1. In no event shall the total amount of the Contract exceed the amount contained on the STD 213 cover page, and there is no obligation on the part of the EDD to utilize the entire amount.

**4. WORK LOCATION/HOURS**

The Consultants must be able to perform services on a full-time at the EDD Sacramento Headquarters' Office location and/or approved for a teleworking solution. Travel is not required, and the Consultants will not be reimbursed for any travel costs. Full-time equivalent (FTE) is estimated to be a minimum of 2080 hours annually or 40 hours per work week per Consultant. Core business hours are 8 a.m. to 5 p.m. The Consultants may be required to provide support beyond the normal core business hours of Monday through Friday, as needed, with the exception of State holidays, unless specifically requested by the EDD, and all other hours as required to successfully provide services described in this SOW. For all work hours, the Consultants will be paid at the same hourly rate indicated in Attachment B-1, Cost Table.

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Permanent offsite work arrangements are not allowed under this agreement. EDD may consider accommodating temporary offsite work (e.g., remotely; at the resource's home) for extenuating circumstances (including, but not limited to, illness, system outages, and natural disasters) which must receive prior approval by EDD. "Offshoring" of work performed under this agreement is prohibited.

**5. DESCRIPTION OF SERVICES**

The Contractor shall assist the EDD by providing a minimum of one (1) full-time consultant staff to perform Mainframe Senior Programmer duties and assist the State in the performing the tasks and deliverables described in this SOW. The contractor resources will work collaboratively and directly with the State's EDD ITB Division Chief Team, Project Managers, Program Managers, Functional Managers, and/or technical staff. The Senior Programmers will report directly to the EDD Technical Lead(s).

The High-level Tasks are described in this SOW. All tasks and activities shall be performed in accordance with applicable EDD standards and conventions. These are predicated on Institute of Electrical and Electronics Engineers (IEEE) standards (or equivalent standard that is substantially similar). At a minimum, IEEE Standards 1012 (Software Verification and Validation) and IEEE 12207 (Software Life Cycle Processes) shall be applied.

**6. WORK ACCEPTANCE CRITERIA**

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

- a) The EDD shall notify the Contractor in writing, within 15 business days after completion of each phase of service, of any acceptance problems by identifying the specific inadequacies and/or failures in the services performed or products produced by the Contractor.
- b) The Contractor shall, within five business days after initial problem notification, respond to the EDD by submitting a detailed explanation describing precisely how the identified services and/or products actually adhere to and satisfy all applicable requirements, and/or a proposed corrective action plan to address the specific inadequacies and/or failures in the identified services and/or products.
- c) Failure by the Contractor to respond to EDD's initial problem notification within the required time limits may result in immediate contract termination. In the event of such termination, the EDD shall pay all amounts due to the Contractor for all work accepted prior to termination.
- d) The EDD shall, within five business days after receipt of the Contractor's detailed explanation and/or proposed corrective action plan, notify the Contractor in writing whether it accepts or rejects the explanation and/or plan. If the EDD rejects the explanation and/or plan, the Contractor will submit a revised corrective action plan within three business days of notification of rejection. Failure by the Contractor to respond to



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**(Standard Agreement)**

the EDD notification of rejection by submitting a revised corrective action plan within the required time limits may result in immediate contract termination. In the event of such termination, the EDD shall pay all amounts due to the Contractor for all work accepted prior to termination.

- e) The EDD shall, within three business days of receipt of the revised corrective action plan, notify the Contractor in writing whether it accepts or rejects the revised corrective action plan proposed by the Contractor. Rejection of the revised corrective action plan will result in immediate contract termination. In the event of such termination, the EDD shall pay all amounts due to the Contractor for all work accepted prior to termination.

**7. CONSULTANT TASKS AND DELIVERABLES**

The Mainframe Senior Programmers shall perform the tasks listed in the following Table I. Completion of the identified tasks shall be performed under the direction of EDD's Management Team, in accordance with the EDD/ITB policies and procedures.

**EXHIBIT A - TASKS TABLE I – Mainframe Development**

<b>TASKS</b>
A1. Perform design for mainframe requirements
A2. Software development of mainframe programs as per requirements utilizing the tools available at EDD.
A3. Support integration test when needed including walkthroughs and fixes to defects found.
A4. Support system test when needed including walkthroughs and fixes to defects found.

**8. CONTRACTOR RESPONSIBILITIES**

The Contractor shall:

- a) Designate a person to whom all service or project related communications may be addressed;
- b) Meet biweekly, at a minimum, with EDD/ITB personnel to discuss required activities;
- c) Provide a monthly status report, by the fifth calendar day of each month, that documents tasks/assignments and includes accomplishments for the previous month, work planned for the coming month, currently assigned projects and activities, and explanations for task and/or schedule slippages;
- d) Comply with all applicable EDD policies and procedures, including, but not limited to, the EDD and industry project management guidelines;

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- e) Complete project management, quality management, change control, communication management, risk and issue management, and schedule management tasks/assignments as required;
- f) Provide artifacts as required for project management, quality management, change control, communication management, risk and issue management, and schedule management tasks/assignments;
- g) Provide all electronic documents to EDD in a format compatible with EDD's standard applications (i.e., Microsoft (MS) Office). EDD's current standard applications include MS Windows 10, MS Office Professional (includes Outlook) 2013, Visio 2013, Project 2013;
- h) Verify that its applications are compatible prior to delivery of any electronic documents to EDD. The EDD shall approve in writing any other format to be used by the Contractor;
- i) Agree to upgrade versions of its software, if needed, at no cost to the State in order to remain compatible with EDD's standard applications;
- j) Provide paper deliverables printed on 8½" x 11" paper, to the extent practicable;
- k) Post electronic documents to an EDD designated electronic repository, i.e. a SharePoint site. The electronic document format and media shall be compatible with EDD storage devices; and
- l) Return all EDD property, including security badges, prior to termination of the Contract.

**9. STATE RESPONSIBILITIES**

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

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

The EDD shall:

- a) Be responsible for oversight of development and control support activities, ensuring compliance with the CDT and Department of General Services (DGS) standards, stakeholder management, budgetary approvals, contract management, and procurement, as applicable.
- b) Provide access to applicable information, including, but not limited to: technical

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- documentation and project work plans.
- c) Provide work space including desks, chairs, telephones, personal computers, printer access, Internet connections, MS Office, and MS Project (as needed).
  - d) Provide all applicable policies and procedures regarding access to, and use of, EDD facilities; provide information as required by the Contractor to perform their responsibilities.
  - e) Review all Contractor work submitted to the EDD for completeness, accuracy, and adherence to standards.
  - f) Make EDD personnel available for assistance as required by the Contractor.

**10. UNANTICIPATED TASKS**

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

**11. CONSULTANT REQUIREMENTS AND REASSIGNMENT**

The Contractor must provide Mainframe Senior Programmers that meet the mandatory qualifications (MQs), as specified in the Qualifications Matrix (Attachment 3),

The Contractor shall:

- a) Be responsible for monitoring the monthly hours billed to ensure the Consultant(s) can effectively meet the project needs. Given the scope and time constraints of this project, it is of utmost importance that Consultant(s) have the adequate dedicated hours to perform work effectively.
- b) Maintain the sole right to determine the assignment of its employees that meet or exceed the requirements stated in this Contract.
- c) Agree to notify the EDD in writing, as soon as is practical, of all changes in the assignment of Consultants assigned to the contract.
- d) Make a reasonable effort to promptly remove the Consultant(s) and provide a suitable replacement, if the EDD determines that a Consultant is failing to adequately perform services for cause, illness, resignation, breach of security, unacceptable conduct, failure to follow EDD policies, or other factors (regardless of whether or not it is within the Contractor's control). A suitable replacement is defined as possessing the equivalent MQs or better than the person being replaced.
- e) Submit a Resume for each proposed Consultant, with a completed and signed "Substitute Contractor Personnel Request Form, Attachment A1". Substitute Consultants must be approved in advance and in writing by the EDD prior to starting work for contracted services.

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

**12. CONTRACTOR PARAMETERS**

The Contractor will provide the independent services described by this SOW, and associated Standard Agreement (STD. 213), subject to the following:

- a) The EDD will not reimburse for any expenses incurred by the Contractor in the execution of activities as described by the RFO, and associated Standard Agreement, except as specifically preauthorized in writing by the EDD.
- b) All data, documents, software and other artifacts produced under the Contract will become the sole property of the EDD.

**13. USE OF SUBCONTRACTORS**

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

**14. SECURITY**

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

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



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

**15. INSURANCE REQUIREMENTS**

The Contractor agrees the insurance herein provided for shall be in effect at all times during the term of this Contract. In the event said insurance coverage expires at any time during the term of this Contract, 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 Contract, or for a period of not less than one year. New certificates of insurance are subject to the approval of the Department of General Services (DGS), and the Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the 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:

**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.

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.*

**16. WORKERS' COMPENSATION INSURANCE**

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

**17. CONFIDENTIALITY AND NON-DEBARMENT**

In addition to the terms and conditions of the IT Consulting MSA contract, pertaining to confidentiality and non-debarment, the Contractor shall sign all confidentiality, non-debarment,

## **EXHIBIT A (Standard Agreement)**

privacy, security, conflict of interest, and other necessary agreements as required by the EDD to successfully provide the services described in the Contract.

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

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

### **18. CONTRACTOR EVALUATIONS**

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>

### **19. HEALTH AND SAFETY REQUIREMENTS**

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

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

**EXHIBIT A**  
**(Standard Agreement)**

**20. POINTS OF CONTACT**

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

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

**ATTACHMENT A-1  
 ADD, DELETE OR SUBSTITUTE STAFF REQUEST FORM  
 (Standard Agreement)**

<b>Contractor Name</b>		<b>Contractor Phone No.</b>		<b>Date</b>
<b>IT MSA Number</b>		<b>Project Name/PO Number</b>		
<b>Personnel To Be Added</b>	<b>Personnel Replaced</b>	<b>Proposed Effective Date</b>	<b>Classification</b>	<b>Resume Meets MQs and IT MSA requirements</b>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
				<input type="checkbox"/>
<b>Personnel To Be Deleted</b>	<b>Date Effective</b>	<b>Reason</b>		
		<b>Reason:</b>		
		<b>Reason:</b>		
		<b>Reason:</b>		
		<b>Reason:</b>		
<b>Comments/Special Instructions</b>				
<p><b>Please note:</b></p> <p><b>The changes as indicated in this request are being made at no additional cost to the STATE. – Sample</b>  <i>(Include this language, if applicable).</i></p>				
<b>STATE Acceptance</b>		<b>Contractor Acceptance</b>		
<b>Division/Project</b>		<b>Contractor</b> (If other than an individual, state whether a corporation, partnership, etc.)		
<b>By (Authorized Signature)</b>		<b>By (Authorized Signature)</b>		
<b>Printed Name of Person Signing</b>		<b>Printed Name of Person Signing</b>		
<b>Title</b>		<b>Title</b>		

**EXHIBIT B**  
**(Standard Agreement)**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

**1. INVOICING AND PAYMENT**

In consideration of services performed, EDD agrees to compensate the Contractor for services performed in accordance with the rates specified herein, which is attached hereto and made a part of this Contract. The maximum amount of this Agreement is Three Million Dollars and Zero Cents (\$3,000,000.00).

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

- The Contractor name, address and phone number
- The Contract #**M53409-7100**
- The Contractor's invoice number
- The invoice date
- Dates of services performed and/or deliverables completed
- Personnel name, classification, rate per hour and hours worked
- Certification statement on Company Letterhead

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

Invoices shall be submitted in triplicate (if mailed) to:

Employment Development Department

[REDACTED]

*Or*

E-mail: [REDACTED]

**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.

**EXHIBIT B**  
**(Standard Agreement)**

**3. BUDGET CONTINGENCY**

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

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

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

**4. AVAILABILITY OF FUNDS**

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



**ATTACHMENT B-1  
COST TABLE  
(Standard Agreement)**

The Respondent must propose staff hourly rates by IT Consulting Services MSA classification for classifications proposed for the COVID-19 Federal Stimulus Project, which are in accordance with the Respondent's MSA and are binding for the life of the contract and will be used when preparing estimates and calculating costs for Unanticipated Tasks. The Consultants hourly rate may not exceed the MSA rate. This is a Time & Materials Contract. The total contract amount, including any extensions, may not exceed \$3,000,000.

A		B	C
Key Personnel/Consultant	MSA Classification	Current IT MSA Rate	Hourly Rate for EDD
	Senior Programmer	\$ 140.00	\$ 135.00
	Senior Programmer	\$ 140.00	\$ 135.00
	Senior Programmer	\$ 140.00	\$ 135.00
	Senior Programmer	\$ 140.00	\$ 135.00
	Senior Programmer	\$ 140.00	\$ 135.00