

STATE OF CALIFORNIA

AGREEMENT SUMMARY

STD 215 (Rev. 04/2020)

AGREEMENT NUMBER**20-3125****AMENDMENT NUMBER**☒ **CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED**

1. CONTRACTOR'S NAME Runyon Saltzman, Inc.		2. FEDERAL I.D. NUMBER 94-2323476
3. AGENCY TRANSMITTING AGREEMENT California Department of Social Services	4. DIVISION, BUREAU, OR OTHER UNIT Contracts and Purchasing Bureau	5. AGENCY BILLING CODE 068665
6a. CONTRACT ANALYST NAME Lyna Tran	6b. EMAIL lyna.tran@dss.ca.gov	6c. PHONE NUMBER (916) 657-3322
7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE? <input type="checkbox"/> No <input checked="" type="checkbox"/> Yes (If Yes, enter prior Contractor Name and Agreement Number) PRIOR CONTRACTOR NAME: Sierra Health Foundation: Center for Health Program Management PRIOR AGREEMENT NUMBER: 20-3097		

8. BRIEF DESCRIPTION OF SERVICES
Provide outreach and education on coronavirus (COVID-19) awareness and best practices to disproportionately impacted communities.

9. AGREEMENT OUTLINE (Include reason for Agreement: Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)

On September 9, 2020 the Governor signed Senate Bill 115 (Provision 21 of Section 52, Chapter 40, Statutes of 2020), which amended the Budget Act of 2020 to appropriate \$30,000,000 for a COVID-19 Public Awareness and Community Outreach project (COVID-19 Outreach Project) prioritizing communities and economic sectors that are disproportionately impacted by the virus. This Agreement shall provide outreach and education on COVID-19 awareness and best practices to disproportionately impacted communities. This work is critical during the unprecedented emergency presented by COVID-19 and its potential impact on the public health and welfare, and the health and safety of immigrant children and adults in California.

10. PAYMENT TERMS (More than one may apply)

- ☐ Monthly Flat Rate ☐ Quarterly ☐ One-Time Payment ☐ Progress Payment
☒ Itemized Invoice ☐ Withhold _____ % ☐ Advanced Payment Not To Exceed _____
☐ Reimbursement / Revenue _____ or _____ %
☐ Other (Explain) _____

11. PROJECTED EXPENDITURES

FUND TITLE	ITEM	FISCAL YEAR	CHAPTER	STATUTE	PROJECTED EXPENDITURES
<input type="checkbox"/> See Attached					
<input type="checkbox"/>					
<input type="checkbox"/>					
<input type="checkbox"/>					
<input type="checkbox"/>					
<input type="checkbox"/>					

OBJECT CODE

AGREEMENT TOTAL

OPTIONAL USE

AMOUNT ENCUMBERED BY THIS DOCUMENT
\$40,000,000.00

PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT
\$0.00

I certify upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.

TOTAL AMOUNT ENCUMBERED TO DATE
\$40,000,000.00

ACCOUNTING OFFICER'S SIGNATURE

Steven Ferge

Digitally signed by Steven Ferge
Date: 2021.02.11 08:48:30 -08'00'

ACCOUNTING OFFICER'S NAME (Print or Type)

Steven Ferge

DATE SIGNED

02/11/2021

STATE OF CALIFORNIA

AGREEMENT SUMMARY

STD 215 (Rev. 04/2020)

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20-3125

AMENDMENT NUMBER

12. AGREEMENT

AGREEMENT	TERM FROM	TERM THROUGH	TOTAL COST OF THIS TRANSACTION	BID, SOLE SOURCE, EXEMPT
Original	01/01/2021	03/31/2022	40,000,000	Exempt
<input type="checkbox"/> + <input type="checkbox"/> - Amendment 1				
TOTAL			40,000,000	

13. BIDDING METHOD USED

- ☐ Request for Proposal (RFP) (*Attach justification if secondary method is used*)
 ☐ Use of Master Service Agreement
- ☐ Invitation for Bid (IFB)
 ☒ Exempt from Bidding (*Give authority for exempt status*)
 ☐ Sole Source Contract (*Attach STD. 821*)
- ☐ Other (*Explain*) SCM Vol. 1, 5.80(A)(3) - Emergency Contracts

Note: Proof of advertisement in the State Contracts Register or an approved form STD. 821, Contract Advertising Exemption Request, must be attached

14. SUMMARY OF BIDS (*List of bidders, bid amount and small business status*) (*If an amendment, sole source, or exempt, leave blank*)15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, EXPLAIN REASON(S) (*If an amendment, sole source, or exempt, leave blank*)

16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?

The rates were determined based on fair market value comparable for contracts with similar services.

17a. JUSTIFICATION FOR CONTRACTING OUT (*Check one*)

- ☐ Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified.
 ☒ Contracting out is justified based on Government Code 19130(b). When this box is checked, a completed JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60 must be attached to this document.
- ☐ Not Applicable (Interagency / Public Works / Other _____)

17b. EMPLOYEE BARGAINING UNIT NOTIFICATION

- ☒ *By checking this box, I hereby certify compliance with Government Code section 19132(b)(1).*

AUTHORIZED SIGNATURE

Lyna Tran

Digitally signed by Lyna Tran
Date: 2021.02.11 09:52:35 -08'00'

SIGNER'S NAME (*Print or Type*)

Lyna Tran, Contract Analyst

DATE SIGNED

Feb 11, 2021

18. FOR AGREEMENTS IN EXCESS OF \$5,000: Has the letting of the agreement been reported to the Department of Fair Employment and Housing? ☐ No ☒ Yes ☐ N/A

19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10? ☐ No ☒ Yes ☐ N/A

20. FOR CONSULTING AGREEMENTS: Did you review any contractor evaluations on file with the DGS Legal Office? ☐ None on file ☐ No ☐ Yes ☒ N/A

21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR?

A. Contractor Certification Clauses B. STD 204 Vendor Data Record

☐ No ☒ Yes ☐ N/A ☐ No ☒ Yes ☐ N/A

22. REQUIRED RESOLUTIONS ARE ATTACHED

☐ No ☐ Yes ☒ N/A

23. IS THIS A SMALL BUSINESS AND/OR A DISABLED VETERAN BUSINESS CERTIFIED BY DGS?

☒ No ☐ Yes

SB/DVBE Certification Number:

24. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? (*If an amendment, explain changes if any*)

SCM Vol. 1, 8.12(C) - Waived by CDSS

☒ No (*Explain below*) ☐ Yes _____ % of Agreement

25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN THREE YEARS?

☒ No ☐ Yes (*If Yes, provide justification below*)

I certify that all copies of the referenced Agreement will conform to the original agreement sent to the Department of General Services.

SIGNATURE

Nathaniel Hart

Digitally signed by Nathaniel Hart
Date: 2021.02.11 13:15:45 -08'00'

NAME/TITLE (*Print or Type*)

Kären Dickerson, Deputy Director, Admin Division

DATE SIGNED

Feb 11, 2021

STATE OF CALIFORNIA
AGREEMENT SUMMARY
 STD 215 (Rev. 05/2017)

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JUSTIFICATION – CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60


In the space provided below, the undersigned authorized state representative documents, with specificity and detailed factual information, the reasons why the contract satisfies one or more of the conditions set forth in Government Code section 19130(b). Please specify the applicable subsection. Attach extra pages if necessary.

GC 19130(b)(10) -- The services are of such an urgent, temporary, or occasional nature that the delay incumbent in their implementation under civil service would frustrate their very purpose.

This is an emergency contract (PCC 1102) pursuant to Governor Gavin Newsom's March 4, 2020 Proclamation of a State of Emergency related to the outbreak of the COVID-19 illness in California. Contractor shall be responsible for contracting with community-based organizations to conduct outreach and education related to COVID-19.

This Agreement, as the result of the swift State of Emergency action by the Administration and the Legislature, provides a means for the provision of COVID-19 public outreach and education to disproportionately impacted communities. This work is critical during the unprecedented emergency presented by the COVID-19 virus and its potential impact on the public health and welfare, and the health and safety of immigrant children and adults in California.

The undersigned represents that, based upon his or her personal knowledge, information or belief the above justification correctly reflects the reasons why the contract satisfies Government Code section 19130(b).

SIGNATURE 	NAME/TITLE (PRINT OR TYPE) Marcela Ruiz	DATE SIGNED 01/22/2021	
PHONE NUMBER (916) 651-5651	STREET ADDRESS 744 P Street		
EMAIL Marcela.Ruiz@dss.ca.gov	CITY Sacramento	STATE CA	ZIP 95814

CONTRACT REVIEW

SCO ID: 5180-203125

To: Lyna Tran Assignment #: _____ Contract #: 20-3125
Contract Officer

Form 704 Form 944

Form 704 Form 944

From: Manpreet Singh Date Received: _____ Date Due: _____
Budget Bureau Phone No. 654-0713

Contracting Parties: Runyon Saltzman, Inc.

Subject: To provide outreach and education on COVID-19 awareness and best practices to disproportionately impacted communities, as identified by the department.

FUNDING INFORMATION

Contract Term: 1/1/2021 through 3/31/2022 Contract Amount: \$40,000,000.00

FI\$Cal Coding/Funding Information										Fiscal Year			
Ref	Fund	Fund Type	Account	Alt Account	Program	PC Bus	Project	Reporting Structure	Service Location	FY 20-21	FY 21-22	FY 22-23	Total
										Chp 6/20, Stat 2020	Chp__/21, Stat 2021	Chp__/22, Stat 2022	
151	0001	General	5432500	5432500000	4275028	5180		51809990	12620	\$ 40,000,000.00	\$ -	\$ -	\$ 40,000,000.00
										\$ -	\$ -	\$ -	\$ -
										\$ -	\$ -	\$ -	\$ -
										\$ -	\$ -	\$ -	\$ -
										\$ -	\$ -	\$ -	\$ -
										\$ -	\$ -	\$ -	\$ -
							Total Funding			\$ 40,000,000.00	\$ -	\$ -	\$ 40,000,000.00

☒ Acceptable as is
 ☐ Disapproved (see below)
 ☐ Recommend Additions/Revisions (see below)
 ☐ No impact to my area

Comments

Form 944 Final Signature: Manjit Bhatia

Date: 1/26/2021

☐ Copy of Review Response to Analyst

☐ Copy of Contract to Analyst

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

20-3125

PURCHASING AUTHORITY NUMBER (If Applicable)

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

CONTRACTING AGENCY NAME

California Department of Social Services

CONTRACTOR NAME

Runyon Saltzman, Inc.

2. The term of this Agreement is:

START DATE

January 1, 2021

THROUGH END DATE

March 31, 2022

3. The maximum amount of this Agreement is:

\$40,000,000.00 Forty Million Dollars and 00/100

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

Exhibits	Title	Pages
Exhibit A	Scope of Work	9
Exhibit B	Budget Detail and Payment Provisions	2
Exhibit B - Attachment 1	Budget Summary	1
+ Exhibit - Attachment 2	Invoice Claim Form	1
+ Exhibit C*	General Terms and Conditions - GTC 04/2017	
+ Exhibit D	Special Terms and Conditions	4
+ Exhibit E	Additional Provisions	6
+ Exhibit E - Attachment 1	CDSS Confidentiality and Information Security Requirements	5

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

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

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

CONTRACTOR

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

Runyon Saltzman, Inc.

CONTRACTOR BUSINESS ADDRESS

2020 L Street, Suite 100

CITY

Sacramento

STATE

CA

ZIP

95811

PRINTED NAME OF PERSON SIGNING


Christopher S. Holben

TITLE

President

CONTRACTOR AUTHORIZED SIGNATURE

Christopher S. Holben

 Digitally signed by Christopher S. Holben
Date: 2021.02.10 16:49:22 -08'00'

DATE SIGNED

2/10/2021

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

20-3125

PURCHASING AUTHORITY NUMBER (If Applicable)

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Department of Social Services

CONTRACTING AGENCY ADDRESS

744 P Street, MS 9-6-747

CITY

Sacramento

STATE

CA

ZIP

95814

PRINTED NAME OF PERSON SIGNING

Kären Dickerson

TITLE

Deputy Director, Administration Division

CONTRACTING AGENCY AUTHORIZED SIGNATURE

Nathaniel Hart

Digitally signed by Nathaniel Hart
Date: 2021.02.11 13:16:59 -08'00'

DATE SIGNED

02/11/2021

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVED

EXEMPTION (If Applicable)



EXHIBIT A (Standard Agreement)

SCOPE OF WORK

A. BACKGROUND AND PURPOSE

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

On September 9, 2020 the Governor signed Senate Bill 115 (Provision 21 of Section 52, Chapter 40, Statutes of 2020), which amended the Budget Act of 2020 to appropriate \$30,000,000 for a COVID-19 Public Awareness and Community Outreach project (COVID-19 Outreach Project) prioritizing communities and economic sectors that are disproportionately impacted by the virus.

The California Department of Social Services (CDSS) enters into this Agreement with Runyon Saltzman, Inc. (Contractor) for the purpose of preventing the spread and mitigating the risk of harm from COVID-19 among disproportionately impacted communities through dissemination of information as more fully set forth below.

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

B. DEFINITIONS

1. **“COVID-19 Outreach Providers” or “State-funded COVID-19 Outreach Providers”**: Community-based organizations funded by The Center at Sierra Health (The Center), the California Community Foundation (CCF), or other organizations on behalf of the State to conduct COVID-19 outreach to disseminated information to prevent the spread or mitigate the risk, the COVID vaccine, workers’ rights related to COVID-19, and resources available for those suffering health or economic harm from COVID-19.
2. **“Intermediaries” or “State-funded Intermediaries”**: The Center, CCF, or other organizations contracted by the State to subcontract COVID-19 outreach activities to community-based organizations.
3. **“State” or “State Team”**: State agencies and their representatives that shall include CDSS, the Governor’s Office, Labor and Workforce Development Agency (LWDA), California Department of Public Health (CDPH), and any others as identified by CDSS.

EXHIBIT A
(Standard Agreement)

4. **“Your Actions Saves Lives’ Campaign”**: Media campaign developed and implemented by Contractor on behalf of the State, Governor’s Office of Emergency Services (OES) beginning in September 2020 including paid traditional, earned, and organic social media.

C. CONTRACTOR RESPONSIBILITIES

1. The Contractor shall provide the following services:

a. Account Management

Contractor shall coordinate, manage, and monitor the efforts of its staff, subcontractors, and partners. To avoid any disruption in account management, Contractor shall continue with the already established cadence of meetings and reports provided to the State pursuant to existing Agreements for similar services. This includes, but is not limited to:

- 1) Daily email to CDSS with project updates;
- 2) Daily email to State Team with reminder of outstanding action items;
- 3) Weekly status meetings with the State Team and any additional partners and organizations identified by the State;
- 4) Weekly messaging meetings with the State Team;
- 5) Weekly social media meetings with the State Team;
- 6) Weekly internal planning meetings with the State and any additional partners and organizations identified by the State;
- 7) Weekly project status reports (also available as live document online);
- 8) Weekly analytics and insights reports; and
- 9) Monthly billing reports.

b. Research

- 1) The Contractor shall subcontract with researchers, as appropriate and as approved by CDSS, in order to conduct quantitative and qualitative research to inform the strategy and content for the activities pursuant to this Agreement.
- 2) The Contractor shall evaluate, and upon approval by CDSS, may extend or augment a subcontract with EMC Research Inc. to conduct ongoing tracking,

EXHIBIT A
(Standard Agreement)

seamlessly continuing the quantitative research that has been conducted for the State since April 2020 to understand Californians' opinions and how they are changing. The subcontract shall require that EMC Research Inc. conduct quantitative tracking surveys every four weeks among randomly selected California residents statewide, utilizing live telephone interviewing, as well as text and email invitations to residents to participate in the survey online.

- 3) The Contractor shall evaluate, and upon approval by CDSS, may extend or augment a subcontract with SocialQuest to conduct qualitative testing to evaluate the effectiveness of campaign concepts, messages, and materials. The subcontract may include the following activities:
 - a) Soliciting feedback on creative concepts and messaging;
 - b) Testing materials with distinct audience segments; and/or
 - c) Conducting informational sessions with key stakeholders, community-based leaders, and faith leaders to gather direct input to be used to inform outreach tactics, materials, and messaging.

c. Paid Traditional and Digital Media

- 1) The Contractor shall develop a traditional media plan specifically targeting populations disproportionately impacted by COVID-19 that includes a media mix customized to each unique target audience within the disproportionately impacted populations and communities. The Contractor shall use dynamic media channels to educate and spark behavior change by optimizing funds to reach the maximum number of target consumers in the most cost-effective manner.
- 2) The Contractor shall develop a digital media plan specifically targeting populations disproportionately impacted by COVID-19 that includes:
 - a) Testing placements, website landing pages, and targeting tactics and messages aimed at specific audiences;
 - b) Targeting via most paid social media platforms (for example, but not limited to, Facebook, Instagram, Pinterest, Snapchat, YouTube, Reddit, Twitter, TikTok, etc.);
 - c) Utilization of paid search engine marketing, YouTube (the second largest search engine), audio streaming including Pandora and Spotify, television streaming via Over-the-Top video and display banners; and
 - d) Influencer marketing shall be a key component of the media plans. Contractor shall engage a diverse mix of social media influencers to relay

EXHIBIT A
(Standard Agreement)

messages to target audiences. Contractor shall leverage partnerships with local, trusted, and recognized influencers from diverse backgrounds across the state.

d. Added Value Partnerships

The Contractor shall seek to double the paid media placement through a combination of bonus spots, earned media opportunities, and added-value programs. Contractor shall negotiate with media entities to deliver a minimum of 1:1 value.

e. Asset Development

- 1) The Contractor shall provide CDSS an asset development plan no later than five (5) days after execution of this Agreement to develop culturally relevant, in-language assets building off of insights from the *Your Actions Save Lives* campaign. The plan shall cover the term of this Agreement. The asset development plan shall align with the paid traditional and media plans and shall include processes for incorporating feedback from the State and COVID-19 outreach providers.
- 2) The Contractor shall develop assets in consultation with the State and based on input provided by State-funded COVID-19 Outreach Providers. Assets shall include but not be limited to:
 - a) Digital toolkit containing printable fliers;
 - b) Infographics;
 - c) Talking points;
 - d) Social media graphics and post copy (including image descriptions);
 - e) Audio and video messages;
 - f) Images and print-ready articles;
 - g) E-blasts; and
 - h) Customizable template press materials that can be populated with local-level data for use with media inquiries and requested interviews.
- 3) Assets shall be developed and/or translated in languages specified by the State and based on input provided by State-funded COVID-19 Outreach Providers. Video assets shall include closed captioning. Websites and all assets intended for internet publication shall be set forth in Exhibit D, Special Terms and Conditions, section I. Accessibility Requirements.

EXHIBIT A
(Standard Agreement)

- 4) As part of the asset development process, the Contractor shall consult with the State and State-funded Intermediaries, including the Center and CCF, to develop and implement a process to solicit feedback and input from COVID-19 Outreach Providers. The feedback and input shall be used to develop and/or adapt the assets.
- 5) The Contractor shall collaborate with the State and State-funded contractors and vendors to develop and implement the business process for making the assets available on a central platform to be identified by CDSS.
- 6) The Contractor shall provide input to the State and State-funded contractors and vendors to develop an effective training and technical assistance program related to the communication content and assets.

f. COVID-19 Outreach Provider Partnerships

- 1) The Contractor shall leverage COVID-19 Outreach Provider partnerships to identify and connect with local, micro influencers, the trusted voices in the community who can amplify campaign messaging.
- 2) The Contractor may subcontract with COVID-19 Outreach Providers to support local visual and performing arts initiatives (e.g. murals) with the goal of disseminating information about the prevention and mitigation of COVID-19, including the vaccine.
- 3) The Contractor may also subcontract with COVID-19 Outreach Providers or other community-based organizations recommended by the State and State-funded Intermediaries to assist in the development of specialized, culturally appropriate in-language assets for communities with specialized language needs, including farmworkers, Native Hawaiian and Pacific Islanders, and Deaf and hard of hearing populations.

g. Earned Media and Organic Social Media

- 1) As appropriate, the Contractor shall support existing earned media and organic social media efforts led by the State to ensure that each aspect of the State's proactive COVID-19 public health outreach is announced to the media.
- 2) In-language earned media efforts targeted toward California's diverse communities shall be implemented. The Contractor shall develop culturally relevant and tailored pitch angles and story lines that shall resonate with specific communities and, when appropriate, use in-language spokespeople.
- 3) As determined in collaboration with the State Team, the Contractor shall support a cohort of speakers (speakers' bureau) and COVID-19 Outreach

EXHIBIT A
(Standard Agreement)

Providers by providing media trainings, talking points, other resources, and technical assistance in preparation for earned media opportunities and to amplify critical campaign messaging.

2. The Contractor shall manage timelines and budgets to ensure efficient processes to create and distribute assets while making the most effective use of the budget.
3. At all times during the term of this Agreement, the Contractor shall maintain the qualifications required to provide the services for which the Contractor receives funding. The Contractor shall immediately report to the CDSS any loss of qualifications required to provide services under this Agreement.
4. The Contractor shall retain all pertinent business documentation relevant to the services provided in this Agreement, for no less than three (3) years following the expiration date of this Agreement. The documentation of services performed includes, but is not limited to:
 - a. Implementation Plan;
 - b. Subcontracts; and
 - c. Contractor and subcontractor expenditure reports.
5. Licenses: Contractor represents, warrants, and covenants to CDSS that Contractor maintains, and shall maintain at all times during the term of this Agreement. All licenses, permits, and other governmental approvals and authorizations required by state and federal laws to perform the services and shall provide copies of any such licenses, permits, and other governmental approvals and authorizations to CDSS upon its request.
6. Equipment, Materials, and Tools: Contractor shall furnish, at its own expense, all equipment, materials, and tools required for performance of the services under this Agreement.
7. Performance; Industry Standards; and Practices: Contractor represents, warrants, and covenants that the services to be provided under this Agreement shall be performed in a professional manner conforming to the generally accepted industry standards and practices.
8. Ownership by State: Contractor shall deliver all documents or other materials prepared in the performance of this Agreement to CDSS. All such documents and materials delivered to CDSS shall become the property of CDSS. The Contractor may retain copies of its files and internal use. Publication of the information directly derived from work performed or data obtained in connection with services rendered under this Agreement must first be approved in writing by CDSS.

EXHIBIT A
(Standard Agreement)

9. Time and Place of Performing Services: Contractor may perform the services at any suitable time and location it chooses.
10. Reporting: Contractor shall submit all required reports to the Rapid Response Unit, with the subject line of COVID-19 Outreach Project:

Community Outreach Project Inbox:
ImmigrationServices@dss.ca.gov

11. Contractor's Proposed Personnel: The Contractor shall identify all personnel proposed to work under this Agreement. CDSS reserves the right to approve all personnel performing services under this Agreement.
12. Prime Contractor: The Contractor shall act as prime contractor under this Agreement.
13. Subcontracts: The Contractor shall identify any subcontractor that shall perform work to deliver any task/deliverables under this Agreement.
 - a. CDSS reserves the right to approve all subcontractors prior to the performance of any work by the subcontractor.
 - b. Contractor shall be responsible for all work performed under this Agreement. If any subcontractor fails to perform a portion of the work in a manner satisfactory to the CDSS, the subcontractor shall be removed immediately upon written request of the CDSS and shall not be re-employed to perform any work related, directly or indirectly, to services being performed by Contractor under this Agreement.

D. CDSS Responsibilities

The CDSS shall:

1. Monitor and evaluate Contractor's reports on performance, expenditures, and service deliverables to assess satisfactory performance and compliance with Agreement requirements. The determination of inadequate performance and noncompliance shall be made at the sole discretion of the CDSS.
2. Conduct program monitoring and audits during the Agreement period. The Contractor shall be subject to a close-out audit by CDSS once the service delivery period has ended. CDSS shall require the Contractor to make all business documentation relevant to the services provided in this Agreement available for review upon request during in-person or remote-inspections including data, operational procedures, records, and fiscal records related to the services. Contractor monitoring shall be accomplished in a manner, location, and time at the sole discretion of the CDSS.

EXHIBIT A
(Standard Agreement)

3. Provide the Contractor with electronic reporting forms and instruction for submission of reports.
4. Review all invoices submitted by Contractor and approve for payment in a timely manner, unless payments are withheld for inadequate performance or noncompliance under subsection D.1 above or in accordance with any provision in Exhibit B, Budget Detail and Payment Provisions.

E. Special Provisions

1. Non-Exclusive Relationship: Contractor may represent, perform services for, and contract with as many additional clients, persons, or companies as Contractor, in its sole discretion, sees fit. During the term of this Agreement, CDSS may, in its sole and absolute discretion, engage other contractors to perform the same or similar work that the Contractor performs.
2. Copyright; Proprietary Rights; and Original Works by Contractor: Contractor represents, warrants, and covenants that the materials produced by Contractor under this Agreement are and shall be original and do not and shall not infringe upon any Intellectual Property Rights, as defined in Exhibit E, Additional Provisions or any other right of any other person.
3. Contractor's Pre-Existing Materials: To the extent that any of Contractor's pre-existing materials are incorporated in or combined with any Services, Contractor hereby grants to the State an irrevocable, worldwide, perpetual, royalty-free, non-exclusive license to use, publish, reproduce, perform, display, distribute, modify, prepare derivative works based upon, make, have made, sell, offer to sell, import, and otherwise exploit such preexisting materials and derivative works thereof. The State may assign, transfer, and sublicense such rights to others without Contractor's approval.

F. Termination of Agreement

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

1. This Agreement can be immediately terminated for cause. The term "for cause" shall mean that the Contractor fails to meet the terms, conditions, and/or responsibilities of the Agreement. In this instance, the Agreement termination shall be effective as of the date indicated on CDSS' notification to the Contractor.
2. This Agreement may be suspended or cancelled without notice, at the option of the Contractor, if the Contractor or CDSS' premises or equipment are destroyed by fire

EXHIBIT A
(Standard Agreement)

or other catastrophe, or so substantially damaged that it is impractical to continue service, or in the event the Contractor is unable to render service as a result of any action by any governmental authority.

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

G. Project Representatives

The Project Representatives during the term of this Agreement are:

CDSS

Marcela Ruiz, Director
Office of Equity
744 P Street, MS 08-16-50
Sacramento, CA 95814
Phone: (916) 204-7514
marcela.ruiz@dss.ca.gov

CONTRACTOR

Christopher S. Holben, President
2020 L Street, Suite 100
Sacramento, CA 95811
Phone: (916) 446-4900
Cell Phone: (916) 761-5567
cholben@rs-e.com

Either party may make changes to the Project Representatives by giving five (5) calendar days written notice to the other party. Said changes shall not require an amendment to this Agreement.

EXHIBIT B
(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

A. Term and Rate of Compensation

1. This Agreement shall be effective from January 1, 2021 through March 31, 2022. The Contractor shall provide services between January 1, 2021 through December 31, 2021. The service term may be extended without formal amendment with written approval of both parties and not to exceed the Agreement term end date.
2. The maximum amount of this Agreement shall not exceed \$40,000,000.00. For services satisfactorily performed and in compliance with the requirements of this Agreement, and upon receipt and approval of the Invoice Claim Form, Exhibit B – Attachment 2, the CDSS agrees to pay Contractor in accordance with the following payment schedule in section B.2.

B. Invoicing and Payment

1. CDSS shall issue payments to Contractor upon receipt and approval of Invoice Claim Form, Exhibit B – Attachment 2 and required reports.
2. Contractor shall submit completed Invoice Claim Form to the CDSS for the specified services not more frequently than monthly in arrears.
3. The Invoice Claim Form shall be submitted to:

Subject: COVID-19 Outreach Invoice – Organization Name

Immigrationinvoices@dss.ca.gov

4. Any Invoice Claim Form submitted to the CDSS that is determined by the CDSS to be incomplete, inaccurate, or insufficient may be returned to the Contractor for necessary additions, modifications, or clarifications. Contractor shall re-submit the completed Invoice Claim Form and if approved, subsequent payment shall be subject to the Prompt Payment Clause.
5. CDSS approval for services satisfactorily performed shall be based on the submitted Invoice Claim Form and the required reports pursuant to Exhibit A.
6. If the CDSS determines that the Contractor has not satisfactorily performed services required pursuant to this Agreement or is not in compliance with the requirements of this Agreement, the CDSS reserves the right to withhold funding and/or exercise other remedies until the CDSS determines that the Contractor is performing the required services satisfactorily and/or is in compliance with the requirements of this Agreement.

EXHIBIT B
(Standard Agreement)

C. State Budget Contingency Clause

1. It is mutually agreed that if the Budget Act of the current year and/or any subsequent years covered under this Agreement does not appropriate sufficient funds for the funding of this Agreement, this Agreement shall be of no further force and effect. In this event, the CDSS shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Agreement and Contractor shall not be obligated to perform any provisions of this Agreement.
2. If funding for any fiscal year is reduced or deleted by the Budget Act for purposes of this Agreement, the CDSS shall have the option to either cancel this Agreement with no liability occurring to the State or offer an Agreement amendment to Contractor to reflect the reduced amount.

D. Prompt Payment Clause

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

Budget Summary

	1/1/2021 - 6/30/2021	7/1/2021 - 12/31/2021		
Item				Narrative
Paid Media	-	\$ 36,060,000.00	\$ 36,060,000.00	Offline multicultural paid media including tv, radio, outdoor, print, and online multicultural media including paid social, display, search, among other possible tactics.
Fixed Costs	\$ 1,706,500.00	\$ 2,233,500.00	\$ 3,940,000.00	Fixed costs includes all hard costs associated with production of creative elements for paid media, collateral development, tool kit materials, management time with CBO's and Influencers, fees for subcontractors providing multicultural earned media and CBO outreach, ongoing research, and tracking study and staff time for prime Contractor.
Total	\$ 1,706,500.00	\$ 38,293,500.00	\$ 40,000,000.00	

Invoice No:

**CALIFORNIA DEPARTMENT OF SOCIAL SERVICES
CALIFORNIA COVID-19 COMMUNITY HEALTH PROJECT
INVOICE CLAIM FORM**

Section A.

ORGANIZATION NAME	
ORGANIZATION ADDRESS	
FISCAL YEAR	2020/21
AGREEMENT NUMBER	
DATE OF SUBMISSION	
CLAIM PERIOD (ENTER MM/DD/YY TO MM/DD/YY)	

PREPARED BY (Print)	
TITLE	
E-MAIL ADDRESS	
PHONE NUMBER	
EXTENSION	

Section B.

Services Provided	<input type="checkbox"/> Education and Outreach
AMOUNT CLAIMED	\$

☐ I hereby certify that all costs reported on this invoice during this period are consistent with the intent and provisions of the approved Agreement between the CDSS and the above-named Contractor. I further certify that these expenditures have not been reimbursed through any other funding source.

Signature of Authorized Representative	Date

FOR CDSS ACCOUNTING USE ONLY:

	INVOICE RECEIVED	INVOICE APPROVED	INVOICE DELIVERED
DATE			
SIGNATURE			

TC	M	FY	VENDOR NO	INVOICE NO	INVOICE/ DOC DATE	CUR DOC NO	INDEX	OBJ	PCA/SL	REF DOC NO	AMOUNT
		2020					9990	706	12620		

EXHIBIT D
(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

A. Dispute Provisions

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

California Department of Social Services
744 P Street, M.S. 9-6-747
Sacramento, CA 95814
Attention: Chief, Contracts and Purchasing Bureau

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

B. Termination

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

EXHIBIT D
(Standard Agreement)

C. Certification Regarding Lobbying

Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts
Exceeding \$100,000 in Federal Funds.

1. For Agreements with Contractors who are State entities not under the authority of the Governor, or cities, private firms or agencies which are receiving in excess of \$100,000 in federal funds from CDSS to perform services. By signing this Agreement the Contractor certifies that to the best of his or her knowledge and belief, that:
 - a. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into of a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
 - b. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Federal Grant or agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
 - c. The Contractor shall require that the language of this certification be included in the award documents for all covered subawards exceeding \$100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly.
2. This certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U. S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of no less than \$10,000 and not more than \$100,000 for each such failure.

EXHIBIT D
(Standard Agreement)

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

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

E. Computer Software Copyrights

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

F. OMB Audit

Pursuant to Office of Management and Budget (OMB) audit requirement regulations (2 C.F.R. § 200.501), non-federal entities that expend \$750,000 or more in a year in Federal awards from all sources combined shall have a single or program-specific audit conducted for that year in accordance with the provisions of 2 C.F.R. § 200.514 (previously OMB Circular A-133). All OMB audit reports shall meet the report submission requirements established in 2 C.F.R § 200.512 and a copy shall be forwarded to CDSS.

G. Subcontractors

(Applicable to agreements in which the Contractor subcontracts out a portion of the work) Nothing contained in this Agreement or otherwise shall create any contractual relationship between CDSS and any subcontractors, and no subcontractor shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be fully responsible to CDSS for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the obligation of CDSS to make payments to the Contractor. As a result, CDSS shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

EXHIBIT D
(Standard Agreement)

H. Indirect Costs/Administrative Overhead

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

I. Accessibility Requirements

Contractor shall comply with California Government Code sections 7405 and 11135. Contractor shall comply with the accessibility requirements of Section 508 of the Federal Rehabilitation Act of 1973, as amended (29 U.S.C. Sec. 794d), and regulations implementing that act as set forth in Part 1194 of Title 36 of the Federal Code of Regulations. All Contractor deliverables shall meet the requirements of the Web Content Accessibility Guidelines 2.0, or a subsequent version, published by the Web Accessibility Initiative of the World Wide Web Consortium at minimum Level AA success criteria. Contractor shall respond to and resolve any complaint regarding accessibility of its products or services that is brought to its attention.

EXHIBIT E
(Standard Agreement)

ADDITIONAL PROVISIONS

A. Insurance Requirements

1. Contractor, at his/her own expense, shall maintain the following insurance coverage:
 - a. Commercial General Liability – Contractor shall maintain general liability on an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal & advertising injury, and liability assumed under an insured contract. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability.

The policy must include California Department of Social Services, State of California, its officers, agents, employees and servants as additional insureds, but only with respect to work performed under the contract.

This endorsement must be supplied under form acceptable to the Office of Risk and Insurance Management. In the case of Contractor's utilization of subcontractors to complete the contracted scope of work, contractor shall include all subcontractors as insureds under Contractor's insurance or supply evidence of insurance to The State equal to policies, coverages and limits required of Contractor.

- b. Automobile Liability – Contractor shall maintain motor vehicle liability with limits not less than \$1,000,000 combined single limit per accident. Such insurance shall cover liability arising out of a motor vehicle including owned, hired and non-owned motor vehicles.

The policy must be endorsed to include The State of California, its officers, agents, employees and servants as additional insured, but only with respect to work performed under the contract. The additional insured endorsement is to be provided with the certificate of insurance.

- c. Workers Compensation and Employers Liability – Contractor shall maintain statutory worker's compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract. Employer's liability limits of \$1,000,000 are required.

EXHIBIT E
(Standard Agreement)

The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the State. The waiver of subrogation endorsement is to be provided with the certificate of insurance.

- d. Professional Liability – Contractor shall maintain professional liability covering any damages caused by a negligent error, act or omission with limits of not less than \$1,000,000 per occurrence and \$3,000,000 policy aggregate. The policy's retroactive date must be shown on the certificate of insurance and must be before the date this contract was executed or before the beginning of contract work.
2. Certificates evidencing Contractor's insurance coverage shall be filed with CDSS prior to execution of this Agreement.

B. General Provisions Applying to All Insurance Policies

1. Coverage Term – Coverage needs to be in force for the complete term of the contract. If insurance expires during the term of the contract, a new certificate must be received by the State at least ten (10) days prior to the expiration of this insurance. Any new insurance must still comply with the original terms of the contract.
2. Policy Cancellation / Termination & Notice of Non-Renewal – Contractor shall provide to the State within five business days a copy of any notice of Cancellation/Termination or Non-renewal received by contractor for any of the required insurance policies. In the event Contractor fails to keep in effect at all times the specified insurance coverage, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event, subject to the provisions of this Contract.
3. Deductible – Contractor is responsible for any deductible or self-insured retention contained within their insurance program.
4. Primary Clause – Any required insurance contained in this contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
5. Insurance Carrier Required Rating – All insurance companies must carry a rating acceptable to the Office of Risk and Insurance Management. If the Contractor is self insured for a portion or all of its insurance, review of financial information including a letter of credit may be required.

EXHIBIT E
(Standard Agreement)

6. Endorsements – Any required endorsements requested by the State must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.
7. Inadequate Insurance – Inadequate or lack of insurance does not negate the contractor's obligations under the contract.

C. Confidentiality Requirements

Contractor and its employees agree to comply with CDSS Confidentiality and Information Security Requirements as described in Exhibit E – Attachment 1.

D. Licenses

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

E. Substitution of Subcontractor

Contractor may not substitute any subcontractor without advance written consent of CDSS.

F. E-Verify

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

G. Intellectual Property Rights

1. All deliverables as defined in the Scope of Work originated or prepared by the Contractor and subcontractors pursuant to this agreement, including without limitation, all papers, reports, charts, and other documentation, but not including Contractor's administrative communications and records relating to this agreement, shall upon delivery and acceptance by CDSS, become the exclusive property of CDSS.
2. CDSS grants to Contractor a non-exclusive royalty free license to the deliverables to use, reproduce, distribute and sublicense to additional persons on the same royalty-free basis.
3. This agreement does not preclude the Contractor and subcontractors from developing materials outside this agreement, which are competitive, irrespective of their similarity to materials that might be delivered to CDSS pursuant to this

EXHIBIT E
(Standard Agreement)

agreement. All preexisting intellectual property, copyright, trademarks and products of the Contractor shall continue to be the property of the Contractor.

H. Record Ownership

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

I. Procurement of Recovered Materials

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

1. Competitively within a timeframe providing for compliance with the contract performance schedule;
2. Meeting contract performance requirements; or
3. At a reasonable price.

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

J. Byrd Anti-Lobbying Act

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

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

K. Clean Air Act

1. The contractor agrees to comply with all applicable standards, orders or

EXHIBIT E
(Standard Agreement)

regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.

2. The contractor agrees to report each violation to the CDSS and understands and agrees that the CDSS will, in turn, report each violation as required to assure notification to FEMA, and the appropriate Environmental Protection Agency Regional Office.
3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

L. Clean Water Act

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

M. Federal Water Pollution Control Act

1. The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.
2. The Contractor agrees to report each violation to the CDSS and understands and agrees that the CDSS will, in turn, report each violation as required to assure notification to the FEMA, and the appropriate Environmental Protection Agency Regional Office.
3. The Contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

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

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

EXHIBIT E
(Standard Agreement)

1. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such the contractor is required to verify that none of the contractor, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).
2. The Contractor must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
3. This certification is a material representation of fact relied upon by Contractor. If it is later determined that the contractor did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to AGENCY, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
4. The bidder or proposer agrees to comply with the requirements of 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The bidder or proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

**The California Department of Social Services
Confidentiality and Information Security Requirements
Non-IT Services - v 2019 01**

This Confidentiality and Information Security Requirements Exhibit (hereinafter referred to as “this Exhibit”) sets forth the information security and privacy requirements Contractor/Entity (hereinafter referred to as “Contractor”) is obligated to follow with respect to all confidential and sensitive information (as defined herein) disclosed to or collected by Contractor, pursuant to Contractor’s Agreement (the “Agreement”) with the California Department of Social Services (hereinafter “CDSS”) in which this Exhibit is incorporated. The CDSS and Contractor desire to protect the privacy and provide for the security of CDSS Confidential, Sensitive, and/or Personal (CSP) Information (hereinafter referred to as “CDSS CSP”) in compliance with state and federal statutes, rules and regulations.

- I. Order of Precedence.** With respect to information security and privacy requirements for all CDSS CSP, unless specifically exempted, the terms and conditions of this Exhibit shall take precedence over any conflicting terms or conditions set forth in any other part of the Agreement between Contractor and CDSS.
- II. Effect on lower tier transactions.** The terms of this Exhibit shall apply to all lower tier transactions (e.g. agreements, sub-agreements, contracts, subcontracts, and sub-awards, etc.). Contractor shall incorporate the contents of this Exhibit into each lower tier transaction.
- III. Confidentiality of Information.**
 - a. DEFINITIONS.** The following definitions apply to this Exhibit and relate to CDSS Confidential, Sensitive and/or Personal Information.
 - i. “Confidential Information” is information maintained by the CDSS that is exempt from disclosure under the provisions of the California Public Records Act (Government Codes Sections 6250 et seq.) or has restrictions on disclosure in accordance with other applicable state or federal laws.
 - ii. “Sensitive Information” is information maintained by the CDSS, which is not confidential by definition, but requires special precautions to protect it from unauthorized access and/or modification (i.e., financial or operational information). Sensitive information is information in which the disclosure would jeopardize the integrity of the CDSS (i.e., CDSS’ fiscal resources and operations).
 - iii. “Personal Information” is information, in any medium (paper, electronic, or oral) that identifies or describes an individual (i.e., name, social security number, driver’s license, home/mailling address, telephone number, financial matters with security codes, medical insurance policy number, Protected Health Information (PHI), etc.) and must be protected from inappropriate access, use or disclosure and must be made accessible to information subjects upon request. It can also be information in the possession of the Department in which the disclosure is limited by law or contractual Agreement (i.e., proprietary information, etc.).
 - iv. “Breach” is
 1. the unauthorized acquisition, access, use, or disclosure of CDSS CSP in a manner which compromises the security, confidentiality or integrity of the information; or

2. the same as the definition of "breach of the security of the system" set forth in California Civil Code section 1798.29(f).
- v. "Information Security Incident" is
1. unauthorized access or disclosure, modification or destruction of, or interference with, CDSS CSP that actually or potentially jeopardizes the confidentiality, integrity, or availability of an information system or the information the system processes, stores, or transmits or that constitutes a violation or imminent threat of violation of any state or federal law or in a manner not permitted under the Agreement between Contractor and CDSS, including this Exhibit.
- b. CDSS CSP which may become available to Contractor as a result of the implementation of the Agreement shall be protected by Contractor from unauthorized access, use, and disclosure as described in this Exhibit.
- c. Contractor is notified that unauthorized disclosure of CDSS CSP may be subject to civil and/or criminal penalties under state and federal law, including but not limited to:
- California Welfare and Institutions Code section 10850
 - Information Practices Act - California Civil Code section 1798 et seq.
 - Public Records Act - California Government Code section 6250 et seq.
 - California Penal Code Section 502, 11140-11144, 13301-13303
 - Health Insurance Portability and Accountability Act of 1996 ("HIPAA") - 45 CFR Parts 160 and 164
 - Safeguarding Information for the Financial Assistance Programs - 45 CFR Part 205.50
 - Unemployment Insurance Code section 14013
- d. **EXCLUSIONS.** "Confidential Information", "Sensitive Information", and "Personal Information" (CDSS CSP) does not include information that
- i. is or becomes generally known or available to the public other than because of a breach by Contractor of these confidentiality provisions;
 - ii. already known to Contractor before receipt from CDSS without an obligation of confidentiality owed to CDSS;
 - iii. provided to Contractor from a third party except where Contractor knows, or reasonably should know, that the disclosure constitutes a breach of confidentiality or a wrongful or tortious act; or
 - iv. independently developed by Contractor without reference to the CDSS CSP.

IV. Contractor Responsibilities.

- a. Contractor shall instruct all employees, agents, and subcontractors with access to the CDSS CSP regarding:
 - i. The confidential nature of the information;

- ii. The civil and criminal sanctions against unauthorized access, use, or disclosure found in the California Civil Code Section 1798.55, Penal Code Section 502 and other state and federal laws;
 - iii. CDSS procedures for reporting actual or suspected information security incidents in Paragraph V - Information Security Incidents and/or Breaches; and
 - iv. That unauthorized access, use, or disclosure of CDSS CSP is grounds for immediate termination of this Agreement with CDSS, and Contractor and may be subject to penalties, both civil and criminal.
- b. Use Restrictions.** Contractor shall take the appropriate steps to ensure that their employees, agents, and subcontractors will not intentionally seek out, read, use, or disclose the CDSS CSP other than for the purposes described in the Agreement and to meet its obligations under the Agreement.
- c. Disclosure of CDSS CSP.** Contractor shall not disclose any individually identifiable CDSS CSP to any person other than for the purposes described in the Agreement and to meet its obligations under the Agreement.
- d. Subpoena.** If Contractor receives a subpoena or other validly issued administrative or judicial notice requesting the disclosure of CDSS CSP, Contractor will immediately notify the CDSS Program Contract Manager and the CDSS Information Security and Privacy Officer. In no event should notification to CDSS occur more than three (3) business days after receipt by Contractor's responsible unit for handling subpoenas and court orders.
- e. Confidentiality Safeguards.** Contractor shall implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the CDSS CSP that it creates, receives, maintains, uses, or transmits pursuant to the Agreement. Contractor shall develop and maintain a written information privacy and security program that includes administrative, technical and physical safeguards appropriate to the size and complexity of Contractor's operations and the nature and scope of its activities.
- f. Nothing in this Agreement shall restrict Contractor's use of:**
 - i. Information obtained by Contractor from public records or other sources generally available to the public, including but not limited to, academic publications and data extracts.
 - ii. Contractor's pre-existing data, reports or similar information.
 - iii. Non-confidential information received by Contractor from a third party or non-confidential information created or developed by Contractor, with the exception of information specifically identifying or intending to identify an applicant for, or recipient of, public social services.

V. Information Security Incidents and/or Breaches of CDSS CSP

- a. CDSS CSP Information Security Incidents and/or Breaches Response Responsibility.** The Contractor shall be responsible for facilitating the Information Security Incident and/or Breach response process as described in California Civil Code 1798.82(f), and State Administrative Manual (SAM) Section 5340, Information Security Incident Management, including, but not limited to, taking:

 - i. Prompt corrective action to mitigate the risks or damages involved with the Information Security Incident and/or Breach and to protect the operating environment; and
 - ii. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.
- b. Discovery and Notification of Information Security Incidents and/or Breaches of CDSS CSP.** Contractor shall notify the CDSS Program Contract Manager and the CDSS Information Security and Privacy Officer of an Information Security Incident and/or Breach as expeditiously as practicable and without unreasonable delay, taking into account the time necessary to allow Contractor to determine the scope of the Information Security Incident and/or Breach, but no later than three (3) calendar days after the discovery of an Information Security Incident and/or Breach. Notification is to be made by telephone call and email.
- c. Investigation of Information Security Incidents and/or Breaches.** Contractor shall promptly investigate Information Security Incidents and/or Breaches of CDSS CSP. CDSS shall have the right to participate in the investigation of such Information Security Incidents and/or Breaches. CDSS shall also have the right to conduct its own independent investigation, and Contractor shall cooperate fully in such investigations. Contractor is not required to disclose their un-redacted confidential, proprietary, or privileged information. Contractor will keep CDSS fully informed of the results of any such investigation.
- d. Updates on Investigation.** Contractor shall provide regular (at least once a week) email updates on the progress of the Information Security Incident and/or Breach investigation of CDSS CSP to the CDSS Program Contract Manager and the CDSS Information Security and Privacy Officer until the updates are no longer needed, as mutually agreed upon between Contractor and the CDSS Information Security and Privacy Officer. Contractor is not required to disclose their un-redacted confidential, proprietary, or privileged information.
- e. Written Report.** Contractor shall provide a written report of the investigation to the CDSS Program Contract Manager and the CDSS Information Security and Privacy Officer within thirty (30) business days of the discovery of the Information Security Incident and/or Breach of CDSS CSP. Contractor is not required to disclose their un-redacted confidential, proprietary, or privileged information. The report shall include, but not be limited to, if known, the following:

 - i. Contractor point of contact information;
 - ii. A description of what happened, including the date of the Information Security Incident and/or Breach of CDSS CSP and the date of the discovery of the Information Security Incident and/or Breach, if known;

- iii. A description of the types of CDSS CSP that were involved and the extent of the information involved in the Information Security Incident and/or Breach;
- iv. A description of the unauthorized persons known or reasonably believed to have improperly used or disclosed CDSS CSP;
- v. A description of where the CDSS CSP is believed to have been improperly transmitted, sent, or utilized;
- vi. A description of the probable causes of the improper use or disclosure;
- vii. Whether Civil Code sections 1798.29 or 1798.82 or any other federal or state laws requiring individual notifications of breaches are triggered; and
- viii. A full, detailed corrective action plan, including information on measures that were taken to halt and/or contain the Information Security Incident and/or Breach of CDSS CSP.

f. **Cost of Investigation and Remediation.** Per SAM Section 5305.8, Contractor shall be responsible for all direct and reasonable costs incurred by CDSS due to Information Security Incidents and/or Breaches of CDSS CSP resulting from Contractor's failure to perform or from negligent acts of its personnel, and resulting in the unauthorized disclosure, release, access, review, or destruction; or loss, theft or misuse of an information asset. These costs include, but are not limited to, notice and credit monitoring for twelve (12) months for impacted individuals, CDSS staff time, material costs, postage, media announcements, and other identifiable costs associated with the Information Security Incident, Breach and/or loss of data.

VI. **Contact Information.** To direct communications to the above referenced CDSS staff, Contractor shall initiate contact as indicated herein. CDSS reserves the right to make changes to the contact information below by giving written notice to Contractor. Said changes shall not require an amendment to this Exhibit or the Agreement to which it is incorporated.

CDSS Program Contract Manager	CDSS Information Security & Privacy Officer
See the Scope of Work exhibit for Program Contract Manager information	California Department of Social Services Information Security & Privacy Officer 744 P Street, MS 9-9-70 Sacramento, CA 95814 Email: iso@dss.ca.gov Telephone: (916) 651-5558

VII. **Termination.** An Information Security Incident and/or Breach of CDSS CSP by Contractor, its employees, agents, or subcontractors, as determined by CDSS, may constitute a material breach of the Agreement between Contractor and CDSS and grounds for immediate termination of the Agreement.