SCO ID: 7100-M632927100

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER M63292-7100

PURCHASING AUTHORITY NUMBER (If Applicable)

EDD-7100

1	. This Agreement	is entered	linto between	n the Contracti	ng Agency and	the (ontractor na	med below

CONTRACTING AGENCY NAME

Employment Development Department

CONTRACTOR NAME

Daniel J. Edelman, Inc.

2. The term of this Agreement is:

START DATE

January 15, 2021

THROUGH END DATE

June 14, 2021

3. The maximum amount of this Agreement is:

\$624,749.00 (Six Hundred Twenty Four Thousand Seven Hundred Forty Nine Dollars and Zero Cents)

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

Exhibits		Title				
	Exhibit A	Scope of Work	6			
	Attachment A-1	Letter of Intent	1			
	Attachment A-2	Cost Proposal	8			
+	Exhibit B	Budget Detail and Payment Provisions	1			
+	Attachment B-1	Task Description and Staff Cost	2			
+	Exhibit C*	DGS General Terms and Conditions GTC 04/2017				
+	Exhibit D	Special Terms and Conditions	1			
+	- Exhibit E	EDD Protection of Confidentiality	3			
+	Attachment E-1	EDD Confidentiality Agreement	1			
+	Attachment E-2	EDD Indemnity Agreement	1			
+	Attachment E-3	EDD Statement of Responsibility	1			

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

SCO ID: 7100-M632927100

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES STANDARD AGREEMENT STD 213 (Rev. 04/2020)	AGREEMENT NUMBER M63292-7100	PURCHASING AUTHORITY NU EDD-710		(pplicable)
IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY	OUR DOMESTIC STREET, AND AND AND AND AND ADDRESS OF THE PARTY.			
	CONTRACTOR			
CONTRACTOR NAME (if other than an individual, state whether a corporation Daniel J. Edelman, Inc.	n, partnership, etc.)			
CONTRACTOR BUSINESS ADDRESS	ату		STATE	ZIP
PRINTED NAME OF PERSON SIGNING	TITLE			P
CONTRACTOR AUTHORIZED SICHATURE	DATE S	IGNED		
CONTRACTING AGENCY NAME	ATE OF CALIFORNIA			
Employment Development Department				
CONTRACTING AGENCY ADDRESS	СПУ		STATE	ZIP
PRINTED NAME OF PERSON SIGNING	TITLE		1	
CONTRACTING AGENCY AUTHORIZED SIGNATURE	DATE S 3/11	/2021		7.
CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL	Gover	NON (If Applicable) nor's State of Emergency Province March 4, 2020 (GC Section		

(Standard Agreement)

SCOPE OF WORK

This Agreement is entered into by and between the Employment Development Department, hereinafter referred to as EDD, and Daniel J. Edelman, Inc., hereinafter referred to as Contractor, for the purpose of providing communication and related services as set forth below and in accordance with all of the Exhibits and Attachments, attached hereto as a part of this Agreement.

A. Introduction:

Unemployment insurance is one of the most complex benefit programs in California and the Department's current outreach and information is often confusing to the public. As a result, the state call centers get overwhelmed and are unable to help callers who actually need to speak with a representative. The purpose of this contract is to help the Department translate technical jargon into clear and concise information that the public will find easier to understand, which will reduce the tremendous pressure on the call center and free up call center staff to handle the more complex issues that require direct customer engagement. The contract will also help the Department explain in a clear and transparent manner what it is doing to improve customer service, curb fraud and help the victims of identity theft.

The worldwide COVID-19 pandemic and subsequent national economic crisis has resulted in an unprecedented surge of new unemployment claims throughout the nation. California's Employment Development Department (EDD) became quickly overwhelmed by this surge which resulted in significant delays in claim processing and required EDD to immediately stand up several federal pandemic-related programs, including Pandemic Additional Compensation; Pandemic Unemployment Assistance; Pandemic Emergency Unemployment Compensation; and Federal-State Extended Duration (FED-ED), and modernizing Work Share. Although extraordinary efforts have been taken by the Governor, EDD and supported by several other state agencies, additional outreach, education and multi-lingual communications efforts are needed to ensure effective communication to the widest range of participants, stakeholders and diverse communities. An immediate augmentation and expansion of EDD communications and outreach is needed as additional federal programs are anticipated and fraud awareness, education and prevention has been identified as a top priority.

Under the authority of Governor Gavin Newsom's Proclamation of a State of Emergency signed on March 9, 2020¹, the declaration of a National Emergency proclaimed by the President of the United States on March 13, 2020² and the other subsequent Gubernatorial Executive Orders, the Contractor will provide technical communications

¹ Gavin Newsom, Governor of the State of California, "Proclamation of a State of Emergency", issued March 4, 2020, https://www.gov.ca.gov/wp-content/uploads/2020/03/3.4.20-Coronavirus-SOE-Proclamation.pdf

² Donald J. Trump, US President, "Proclamation on Declaring a National Emergency Concerning the Novel Coronavirus Disease (COVID-19) Outbreak, issued March 13, 2020, https://www.whitehouse.gov/presidential-actions/proclamation-declaring-national-emergency-concerning-novel-coronavirus-disease-covid-19-outbreak/

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support to facilitate internal communication among EDD executives, managers, and staff as well as external communication including, but not limited to, stakeholders, allied state agencies, the legislature, regulatory entities, the media and the general public (the "Services").

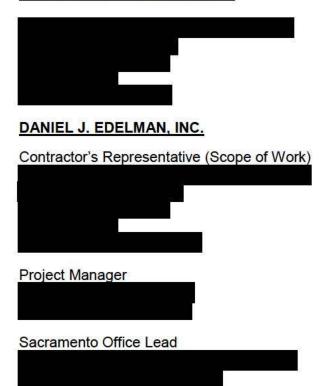
B. Location:

Work shall be performed via remote access. Any work requiring physical access will be at a location pre-approved by EDD.

C. Contract Representatives:

EDD

Contract Representative/Invoices



D. Media Monitoring and Accuracy Assessment:

To ensure effective communications, the Contractor will develop and execute a media assessment and information accuracy operational plan. This plan will include, at a minimum, daily media monitoring, rapid response support, identification of targeted reporters/outlets including industry publications and recommendations for effective outreach to ensure timely and accurate reporting to the public.

All items gathered by the Contractor through its media monitoring activities and presented to EDD will be for internal use only and will be marked "EMPLOYMENT"

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DEVELOPMENT DEPARTMENT INTERNAL USE ONLY." Any of these materials that EDD would like to use for external purposes would need additional licensing and that would be contemplated under an addendum to this Agreement, with additional budget requirements.

E. Stakeholder Identification and Outreach Assessment:

To ensure effective communications, the Contractor will execute a comprehensive Stakeholder identification and outreach assessment. This assessment is to include, at a minimum, audience specifications (e.g., organization name, classification, approximate number in audience group, etc.), preferred modes of communication, as well as other relevant audience attributes.

F. Communications Strategy and Planning:

The work within this key area will include the creation (and subsequent execution) of a comprehensive Communication Strategy and Plan. The Contractor is responsible for the development of the Communication Strategy and Plan, corresponding materials and work products. This plan will then be implemented by the Contractor to provide accurate and timely information for both internal and external stakeholders. This includes an accurate accounting of resources and actions taken by EDD to respond to the new demands created by the pandemic and include collaborative information from other relevant state agencies and departments to ensure that coordinated and consistent information is disseminated as needed. Disseminated information includes, but is not limited to, daily situational reports, executive reports and summaries, multi-modal presentations for public education and outreach, infographics and other materials to enhance awareness and understanding.

G. Messaging and Presentations:

With nearly ten-thousand employees across California, it is critical that the Department works together and speaks with one voice.

The Contractor will support EDD in developing clear and concise communications to all internal and external entities to help ensure the public information is not confusing. Periodic and targeted communication will be provided to all entities. The Contractor is required to ensure that the target message(s) effectively convey(s) EDD's ongoing work.

H. Communication Management Work Plan:

The Work Plan for Communication Management will contain the following, at a minimum:

- a. Information gathering to facilitate stakeholder/media identification;
- b. Conducting research to define audience level of awareness;
- c. Determination of most effective way to reach stakeholder/audience groups;

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- d. Development of a Communication Strategy and Plan;
- e. Collaborating with EDD and other stakeholders to understand how audience messages should be developed;
- f. Monitoring stakeholder and media feedback and responses; and
- g. Revising communication products based on stakeholder feedback and media reporting.

I. Tasks:

The contractor will provide communications services that may not be available with existing state resources at the scope and scale necessary to communicate clearly and concisely with the public including without limitation, graphic designer who can translate regulations and technical program information into digestible infographics and other visual aids to help people understand information. This will also include videographers and editors who can help with creation of social media content that can help explain some of the most common issues of confusion for the public. The overall purpose is to help the Department create accurate content that translates complex regulatory and eligibility information into digestible and intelligible information to help the public and reduce the pressure on the call center.

The Contractor will assist with writing as necessary for various audiences including without limitation the public, legislature, internal, media, and stakeholders to help ensure the information is not confusing to the audience and the most important points are conveyed.

The Contractor will perform the tasks as listed below:

- Stakeholder Identification and Outreach Assessment: Identify the primary and secondary stakeholders along with their information needs and key concerns, preferred channels of communication, and current messages on the situation and tone;
- b. Communications Strategy and Plan: Develop a tailored communications strategy with immediate and long-term initiatives; include key messages, targeted audiences, supporting messages and collateral, calendar, and desired outcomes. (Estimated: 1 week);
- c. Messaging: Assist with writing as necessary for various audiences including without limitation the public, legislature, internal, media, and stakeholders to ensure the information is not confusing to the audience and the most important points are conveyed. Write messaging and remarks for various communication outlets such as press briefings, legislative updates, online portals, social media, and internal audiences. (Estimated: ongoing throughout term of the contract);
- d. Risk Communication Training: Assist key public spokespeople for the Department--including subject matter experts--to help ensure the complex information they are conveying to the public and other audiences makes sense to the recipient. Conduct Risk Communication-focused media training with leadership to help them understand how communication dynamics change, and

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- ongoing targeted training to primary spokespersons, including mock interviews. (Estimated: 1 training for main management team and up to 5 targeted training sessions);
- e. Media Outreach Support: Support public affairs team with media research, draft responses, tracking inquiries, monitor and analyze media daily using commercial service, if required. It will also be important to have access to translation resources. The Contractor will be the one to use, and reach out to those listed on the Contractor's media list. (Estimated: ongoing throughout term of the contract);
- f. Communications Integration: Hold communication stand up meetings to identify and triage emerging communication needs, problems, and tactical solutions using an Agile-based methodology. (Estimated: daily, with a transition to weekly when warranted);
- g. Product Development: Research, write, and design information pieces such as fact sheets, social media, blogs, press releases, media responses, web content and presentation visuals. (Estimated: ongoing throughout term of the contract); and
- h. Multimedia and Infographics: Development of targeted infographics and multimedia content (audio, video and photographic) to expand the effectiveness of outreach efforts as needed.
- EDD will provide written instruction (email acceptable) concerning the Contractor's processing of any EDD confidential information or personal information processed under this Agreement.

Background Investigation

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

Investigations will be conducted to ascertain whether a Contractor, its employees have any state or federal convictions, or are currently released from custody on bail or on their own recognizance pending trial.

Health and Safety Requirements

Contractor(s) entering EDD facilities and/or property are 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 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.

Additionally, EDD requires that contractor(s) follow other guidelines from CDPH and public health officials, such as avoiding close contact with others and engaging in hygienic practices while working. Such guidelines are to be provided to Contractor in writing by EDD. EDD reserves the right to require stricter requirements than are recommended by local and state

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public health authorities, such requirements also to be provided to Contractor in writing by EDD. Non-compliance by contractor(s), its employees, or any subcontractor(s) selected and engaged by Contractor may result in EDD refusing entry onto EDD property or removal from EDD property. A breach of these requirements grants EDD the right to terminate the agreement.

EDD Contract No. M63292-7100 EDD/Daniel J. Edelman, Inc. Page 1 of 1



California Labor and Workforce Development Agency



January 15, 2021



It is the intent of the EDD to procure Crisis Communication services of Edelman during the term of January 15, 2021 through June 15, 2021.

On January 13, 2021, your company indicated that you would provide the above described services for an estimate of \$624,749.00.

As a result of your response the EDD would like you to begin work immediately, prior to the finalization of the contract, in accordance with Public Contracting Code section 1102. This letter serves as our intention to enter into an agreement as soon as possible.

You are hereby directed to proceed with the work specified by contacting EDD's designated Contract Monitor,

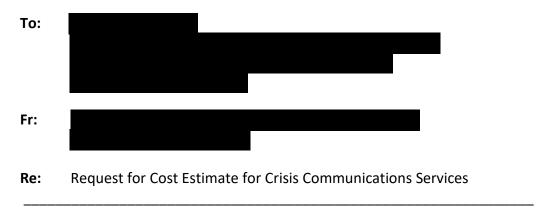
We appreciate your commitment and assistance in helping the EDD move forward with the means necessary to aid the citizens of California.

Best regards,





January 13, 2021



Thank you for the invitation to submit an estimated cost proposal for the crisis communications services scope of work that you provided. In response to your request, we provide this memo with information about Edelman's qualifications and a spreadsheet that breaks out the cost proposal by the tasks described in the scope of work.

About the cost proposal

The attached cost proposal totals \$624,749 for six months. This estimate is based on best guest to support a very high level of effort and may be less in reality.

As this cost proposal was developed without insight into EDD's current communications program, available resources, and priorities, it is an estimate of our time and materials. We are happy to develop a more specific cost proposal with the benefit of more information.

EDD's priorities will determine the cost to implement services for the following six months. In our experience with statewide institutional crises, we would expect that the level of effort may shift over the course of a year from rapid response, staff training, systems development, and planning to continued day-to-day implementation. The budget for an additional six months is likely to be in the same range, although the line-item expenditures will change. Our proposed cost estimate includes planning for a longer-term

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proactive communications effort (referred to as a public education campaign) about EDD services and tools to increase awareness and understanding of the benefits provided by EDD and assist consumers to utilize the services. However, the proposed cost associated with this planning can be also be applied to the next six-month contract if you choose, with the associated cost either eliminated or moved to another implementation line-item.

About Edelman

Edelman was founded in 1952 by Daniel J. Edelman. Still headquartered in Chicago, Edelman has grown to become the world's largest independent public relations firm with proven capabilities in all facets of communications. A family-owned and operated agency, Edelman is guided by an entrepreneurial spirit and integrity that has shaped the communications industry.

Edelman has a strong California presence with 370 dedicated professionals across offices in each major media market. Edelman also has 200 dedicated crisis and risk practitioners across the U.S. This response is led by our Sacramento office, with support from our offices in Los Angeles, San Francisco, and Washington D.C teams.

Edelman is known for delivering measurable results and extraordinary client service. We are creative and passionate about our work, and we view our clients as partners. We are trusted crisis communication counselors to many of the world's biggest companies, nonprofit organizations, and many small, local companies too.

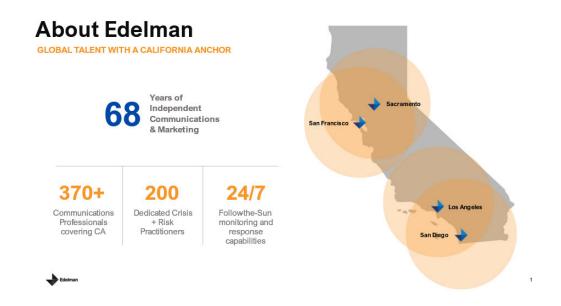
However, consulting to public agencies requires additional contract management skills, sensitivities to political realities, and subtle nuances that can have big implications. We excel at this, which is why we are a trusted communications partner to many of California's local and state public agencies. We are experts at working successfully with California state agencies, helping to manage crises, engage stakeholders, educate residents, or motivate residents to change behavior. Here is a partial list of public agencies for which we have recently provided crisis communications, public affairs, and consumer education:

- California Earthquake Authority
- California Department of Water Resources/Oroville Spillway Emergency Response and Recovery
- California Public Employees Retirement System (CalPERS)
- California State Teachers Retirement System (CalSTRS)
- California Department of Public Health
- Sacramento Municipal Utilities District
- State Compensation Insurance Fund
- University of California

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Our crisis communications programs are grounded in deep insights about key audiences and stakeholders to help earn trust, drive recovery, and galvanize EDD's reputation. We have studied trust for more than 20 years, and the Edelman <u>Trust Barometer</u> summarizes our annual global research about how trust is built and eroded by organizational actions. This research informs our approach to planning, strategy, and crisis communications. Among other key findings is that the public's distrust of media and government means that EDD must cultivate other, more trusted channels of communication to impact skeptical audiences.

Our team of crisis and reputational risk management experts includes former litigators, reporters, regulators, and public affairs practitioners. Available 24/7, 365 days-a-year, our team offers EDD an unmatched network of professionals to help you successfully manage your communications challenges.



Edelman's strategic approach

This cost proposal supports a six-month communications effort that combines crisis communications best practices with public affairs strategies. Our crisis communications approach is based on data and audience insights obtained through primary research. This research will establish a baseline to measure success on an annual basis. We plan against desired outcomes and propose these for your consideration:

WHAT: Key outcomes (first six months)

ATTACHMENT A-2

(Standard Agreement)

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- EDD has protocols and pathways in place for effective rapid response, approvals, and planning.
- EDD's new director and the Governor are positioned as aggressively taking on EDD's challenges and are leading EDD to an improved system to benefit all residents.
- EDD leaders and spokespersons share consistent, accurate information to the media and stakeholders.
- EDD leaders and spokespersons are well-prepared for hearings, testimonies, briefings, audits, and presentations.
- EDD leaders have the communications tools they need for successful working relationships with federal and state agencies, NGOs, and elected officials.
- News media coverage is more accurate and balanced.
- In-language news media coverage is increased.

HOW: Strategies

Planning and research

- Secure agreement between Edelman and EDD on communications priorities, available resources, areas of responsibility, and approval chains.
- Conduct research to understand and prioritize target audiences and effective messaging. Research may include a statewide public opinion survey and/or key informant interviews to establish benchmark and post-campaign awareness.
- Collaborate with EDD to write the communications strategy plan with strategies, tactics, and outcome measures based on research insights.
- Collaborate with EDD to assess need for new communication materials, digital tools, and videos, and determine what will be produced under this contract.
- Plan will include:
 - Research and information gathering
 - Audience identification
 - Information dissemination strategies
 - o Information priorities (e.g., What tools are available to prevent fraud? How does EDD compare to other states' employment benefits programs? What changes has EDD made to prevent system abuse?)
 - o Protocol for monitoring media and stakeholder response
 - Development of and/or revising information materials
 - o Timeline
 - Roles and responsibilities, approval paths (consultant/EDD)

Monitoring and response

 Conduct news and social media monitoring to inform rapid response, messaging, and outreach strategies.

ATTACHMENT A-2

(Standard Agreement)

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• Immediately plan and execute a rapid response program while research and planning are underway.

Preparation and counsel

- Prepare EDD leaders and spokespersons for both long-lead and last-minute opportunities.
- Conduct internal communications to ensure EDD staff have the information and tools they need to represent the department's commitment to change and effectively communicate current programs and resources.
- Provide strategic counsel, virtual meeting/briefing preparation, and live-streaming communications guidance.
- Develop and regularly update useful communication tools (e.g., key messaging, fact sheets, Q&A, etc., including in-language as needed) and recommendations for effective use of EDD's website and social channels.
- Inventory EDD's available translation/transcreation services, augment as needed.

Ongoing communications

- Conduct external communications in phases, beginning with high-priority stakeholders to deliver measurable results informing each phase.
- Recruit communication partners among community-based organizations, trade associations, business and human resources departments, and multicultural media to reach target audiences.
- Create information tools and resources for mobile-friendly and online platforms.
- Conduct proactive media relations.
- Identify third parties to lend credibility, reach, and impact to EDD's messages.

Evaluation and measurement

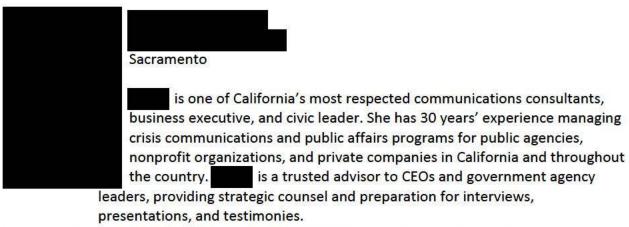
• Establish a baseline from key informant interviews, online research, news media audits, and social media audits for quarterly success measures.

Key Personnel

Edelman offers EDD an expert statewide team from our Sacramento, San Francisco, and Los Angeles offices. Each member of the team has been selected to play a key role in your crisis communications planning and response, as well as reputation management, public affairs, and consumer education. As needed, we can quickly scale our team to bring in additional resources and expertise from across California and our global network of communications professionals. A news media and social media monitoring team from Washington D.C. will provide daily

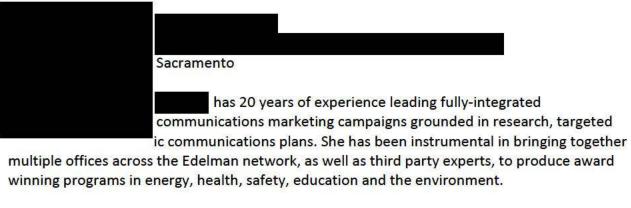
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monitoring to ensure that reports are available to EDD leadership first thing each day. For space purposes we only attached short bios for some of our senior leadership.

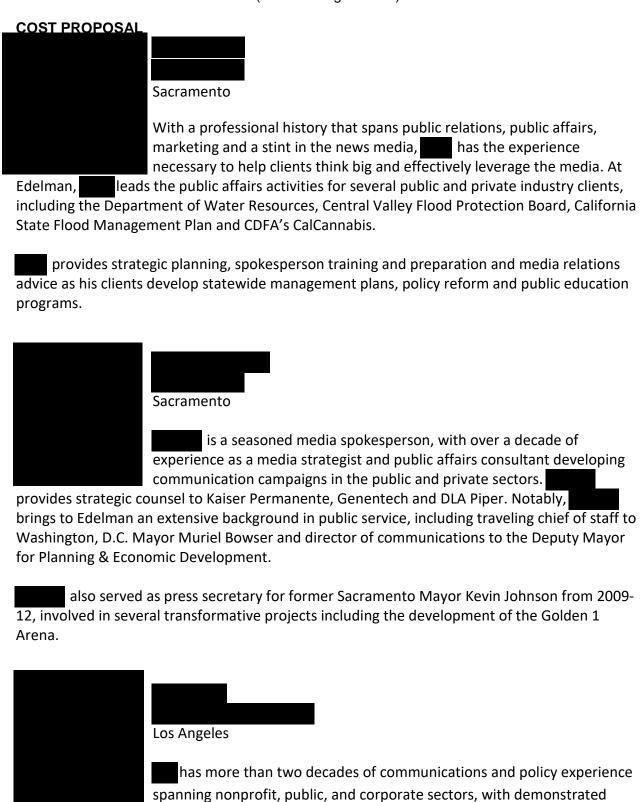


Her experience includes providing crisis communications leadership to the California
Department of Water Resources, the State Compensation Insurance Fund, Sacramento
Municipal Utility District, numerous large hospital and health care institutions and other private brands.

She co-founded California-based Deen+Black Public Relations in 1987, which was acquired by Ogilvy in 2001. She joined Edelman in 2011 after ten years with Ogilvy.



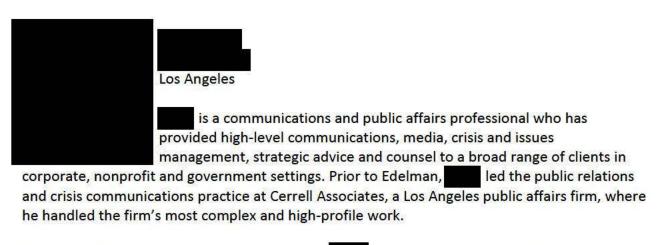
is head of Edelman Sacramento and provides strategy and client relationship management for SMUD, Kaiser Permanente, State Fund, CDFA's CalCannabis, and the Gordon & Betty Moore Foundation.



strengths in complex strategic analysis, issues and crisis management and

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response, storytelling and narrative development, third-party engagement, and advocacy. In his role as Executive Vice President and Head of Reputation + Advisory at Edelman, develops and leads engagement strategies for major clients such as HP, The Rockefeller Foundation and Mattel.



A veteran of government work and campaigns, began his career working for candidates and elected officials at the local, state, and federal levels – including time spent working at Los Angeles City Hall and in the United States House of Representatives.



In her role at Edelman, provides strategic counsel on crisis preparedness and issues related to investigations and regulatory inquiries, workplace misconduct, community relations, litigation, product safety, change management, data security and privacy, and corporate reputation.

EXHIBIT B

(Standard Agreement)

BUDGET DETAIL AND PAYMENT PROVISIONS

1. Invoicing and Payment

- A. In consideration of services performed, EDD shall reimburse Contractor in accordance with Attachment B-1, Task Description and Staff Cost, which are attached hereto and made a part of this Agreement.
- B. Invoices must include the Contract No. M63292-7100 and shall be submitted in arrears not more frequently than monthly to:



The invoice must reference the following:

- Identifies in detail the goods acquired, quantities, unit price, extension, description, etc.
- Sales tax and/or use tax as a separate line item from goods
- Identifies services (non-IT) provided, service period, unit price (i.e. hourly, monthly), and quantity applicable to the service
- · Accurate billing address as stated on the purchase order or contract
- Supplier invoice date
- Company name and remittance address

2. Budget Contingency Clause

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

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

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

3. California 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.

EDD Contract No. M63292-7100 EDD/Daniel J. Edelman, Inc. Page 1 of 2

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Section Performance Perf	EDD Crisis Communications Scope of Work Proposed Task Description and Staff Cost				S		Senior Account Executive			Labor Hours	Total Labor Cost	Total Expense Cost
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1.1. Submit deliveronis in include media mornistring summitines submitted reports and executive if 1 of 1	1.4.2. Develop editorial outreach calendar to match specialized targets.		<u> </u>	5	<u> </u>	-		25	10	40	\$6,435	
1.1. Submit deliveronis in include media mornistring summitines submitted reports and executive if 1 of 1	Subtask 1.5 - Media monitoring and accuracy assessment report.	0	20	25	0	0	0	40	0	85	\$17,140	
Text State												
Subtask 2.1. Elentify stakeholders primary and secondary; internal and external. 4												
2.1.1. Information garbering: Conduct statewide ordine research in English and Spanish and up to 10. 4	Task 2 Stakeholder Identification and Outreach Assessment											\$55,000
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5.1.2 Conduct rapid response as needed. Help EDD Media Services Office implement the informal												
5.1.3. Manage behind-the-scenes logistics for virtual press briefings; prepare spokespersons and lea	5.1.1 Provide general support to EDD Media Services Office and social media team.				10	0	10		100			
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Task 7 Project Management	6.1.3. Conduct bi-monthly client team meetings to track work in progress, outcomes, and discuss options			14	14	14		14				
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											\$549,749	\$75,000
TOTAL 3024,745										TOTAL	\$624,749	

EDD Contract No. M63292-7100 EDD/Daniel J. Edelman, Inc. Page 2 of 2

ATTACHMENT B-1 (Standard Agreement)

Tasks	Description	Expense
Task 1 Media Monitoring and Accuracy Assessment	Potential subscription fees for media monitoring platform servies.	\$ 5,000.00
Task 2 Stakeholder Identification and Outreach Assessment	Edelman Dxl primary research: public opinion survey and key informant interviews.	\$ 55,000.00
Task 3 Communications Strategy and Planning		\$ -
Task 4 Messaging and Presentations	Potential hard cost expenses: translations services, printing, etc.	\$ 5,000.00
Task 5 Media Relations	Potential moderated press call vendor services.	\$ 5,000.00
Task 6 Communications Management Work Plan	Potential hard cost expenses: travel, etc.	\$ 5,000.00
Task 7 Project Management		\$ -

EXHIBIT D

(Standard Agreement)

SPECIAL TERMS AND CONDITIONS

A. Settlement of Disputes

Any dispute concerning a question of fact arising under the term of this Contract which is not disposed of within a reasonable period of time (ten days) by the Contractor and State employees normally responsible for the administration of this contract shall be brought to the attention of the Chief Executive Officer (or designated representative) of each organization for joint resolution.

B. Force Majeure

Neither party shall be liable to the other for any delay in or failure of performance, nor shall any such delay in or failure of performance constitute default, if such delay or failure is caused by "Force Majeure." As used in this section, "Force Majeure" is defined as follows: Acts of war (e.g., riots and strikes) and acts of God (e.g., such as earthquakes, floods, and other natural disasters) such that performance is impossible.

C. Agency Liability

The Contractor warrants by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the State shall, in addition to other remedies provided by law, have the right to annul this Agreement without liability, paying only for the value of the work actually performed, or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee.

D. Workforce Innovation and Opportunity Act

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

E. Termination Clause

This Agreement may be terminated by EDD by notifying the Contractor in writing 30 days prior to the effective date of termination.

EXHIBIT E

(Standard Agreement)

PROTECTION OF CONFIDENTIALITY

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

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

I. ADMINISTRATIVE SAFEGUARDS

- a. Adopt policies and procedures to ensure use of the EDD's confidential information solely for purposes specifically authorized under this Agreement that meet the requirements of Title 20, Code of Federal Regulations §603.10.
- b. Warrant by execution of this Agreement, that no person or selling agency has been employed or retained to solicit or secure this Agreement upon agreement or understanding for a commission, percentage, brokerage, or contingent fee. In the event of a breach or violation of this warranty, the EDD shall have the right to annul this Agreement without liability, in addition to other remedies provided by law.
- c. Warrant and certify that in the performance of this Agreement the Contractor, will comply with all applicable statutes, rules and/or regulations, and Agreement information security requirements, including but not limited to the following:
 - California Unemployment Insurance Code §1094 (Disclosure Prohibitions)
 - Title 20, Code of Federal Regulations §603.9 and §603.10 (Federal Unemployment Compensation Safeguards and Security Requirements)
 - California Civil Code §1798, et seq. (Information Practices Act)
 - California Penal Code §502 (Computer Fraud Act)
 - Title 5, U.S. Code §552a (Federal Privacy Act Disclosure Restrictions)
 - Title 42, U.S. Code §503 (Social Security Act)
 - Title 18, U.S. Code §1905 (Disclosure of Confidential Information)
- d. Except for state agencies, agree to indemnify the EDD against any loss, cost, damage or liability resulting from violations of these applicable statutes, rules and/or regulations, and Agreement information security requirements.
- e. Protect the EDD's information against unauthorized access, at all times, in all forms of media. Access and use the information obtained under this Agreement only to the extent necessary to assist in the valid administrative needs of the program receiving such information, and only for the purposes defined in this Agreement.
- f. Keep all the EDD's confidential information completely confidential. Make this information available to authorized personnel on a "need-to-know" basis and only for the purposes authorized under this Agreement. "Need-to-know" refers to those authorized personnel who need information to perform their official duties in connection with the use of the information authorized by this Agreement.

g. Notify the EDD Help Desk at (916) 654-1010, immediately upon discovery, that there may have been a breach in security which has or may have resulted in compromise to the confidential information. For purposes of this section, immediately is defined within 24 hours of discovery of the breach. The notification shall be by phone and email. It is not sufficient to simply leave a message. The notification must include a detailed description of the incident (such as time, date, location, and circumstances) and identify responsible personnel (name, title and contact information). The verbal notification shall be followed with an email notification to <InformationSecurityOffice@edd.ca.gov>.

II. MANAGEMENT SAFEGUARDS

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

III. USAGE, DUPLICATION, AND REDISCLOSURE SAFEGUARDS

a. Use the EDD's confidential information only for purposes specifically authorized under this Agreement. The information is not admissible as evidence in any action or special proceeding except as provided under §1094(b) of the California Unemployment Insurance Code (CUIC). Section 1095(u) of the CUIC does not authorize the use of the EDD's confidential information by any private collection agency.

- b. Extraction or use of the EDD information for any purpose outside the purposes stated in this Agreement is strictly prohibited. The information obtained under this Agreement shall not be reproduced, published, sold, or released in original or any other form not specifically authorized under this Agreement.
- c. Disclosure of any of the EDD information to any person or entity not specifically authorized in this Agreement is strictly prohibited. Personnel assigned to work with the EDD's confidential information shall not reveal or divulge to any person or entity any of the confidential information provided under this Agreement except as authorized or required by law.

IV. PHYSICAL SAFEGUARDS

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



EDD Contract No. M63292-7100 EDD/Daniel J. Edelman, Inc. ATTACHMENT NO. E-1 Page 1 of 1

EMPLOYMENT DEVELOPMENT DEPARTMENT CONFIDENTIALITY AGREEMENT

Information resources maintained by the State of California Employment Development Department (EDD) and provided to your agency may be

access, use, disclosure, modification, and destruction. The EDD strictly e							
subject to administrative, civil, and/or criminal action. an employee of	Daniel J. Edelman Inc. Aba Edelman						
hereby acknowledge that the confidential and/or sensitive records of the Employ imposed by state and federal law include the California Unemployment Insurance Penal Code (PC) §502, Title 5, USC §552a, Code of Federal Regulation	e Code (UIC) §§1094 and 2111, the California Civil Code (CC) §1798 et seq., the						
acknowledge that my supervisor and/or the Contract's Confidentiality a requirements, policies, and administrative processes of my organization	acknowledge that my supervisor and/or the Contract's Confidentiality and Data Security Monitor reviewed with me the confidentiality and security requirements, policies, and administrative processes of my organization and of the EDD.						
acknowledge responsibility for knowing the classification of the EDD in EDD information (public, sensitive, confidential) to the person the Con	formation I work with and agree to refer questions about the classification of the tract assigns responsibility for the security and confidentiality of the EDD's data.						
acknowledge responsibility for knowing the privacy, confidentiality, and to by my employer, including UIC §§1094 and 2111, California Govern	d data security laws that apply to the EDD information I have been granted access ment Code § 15619, CC § 1798.53, and PC § 502.						
acknowledge that wrongful access, use, modification, or disclosure of	confidential information may be punishable as a crime and/or result in disciplinary mand, suspension without pay, salary reduction, demotion, or dismissal—and/or						
acknowledge that wrongful access, inspection, use, or disclosure of coreason is a crime under state and federal laws.	onfidential information for personal gain, curiosity, or any non-business related						
acknowledge that wrongful access, use, modification, or disclosure of Contract with the EDD.	confidential information is grounds for immediate termination of my organization's						
agree to protect the following types of the EDD confidential and sensiti Wage Information Employer Information Claimant Information Tax Payer Information	ve information:						
hereby agree to protect the EDD's information on either paper or elect	ronic form by: ed in the Contract for the performance of the specific work I am assigned.						
 Never accessing information for curiosity or personal reasons. Never showing or discussing sensitive or confidential information 							
 Placing sensitive or confidential information only in approved local Never removing sensitive or confidential information from the work 	ations.						
 Following encryption requirements for all personal, sensitive, or or 	confidential information in any portable device or media.						
	lity statements printed above and will abide by them."						
Print Full Name (last, first, MI)	3/9/21						
Print Name of Requesting Agency	Date Signed Check the appropriate box:						
	☐ Employee ☐ Student						
	Subcontractor Volunteer Other						
	Contain						



employees of:

Information:

EDD Contract No. M63292-7100 EDD/Daniel J. Edelman, Inc. ATTACHMENT NO. E-2 Page 1 of 1

dba Edelman

Enter Name Governmental Sponsor/Entity

EMPLOYMENT DEVELOPMENT DEPARTMENT INDEMNITY AGREEMENT

Ede man, nc. (Enter Requesting Agency/Entity Name)

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

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

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

Unemployment Insurance Code §§ 2111 and 2122).

Print Name of Requesting Entity

Any individual who has access to returns, reports, or documents maintained by the EDD who fails to
protect the confidential information from being published or open to the public may be punished by
imprisonment in the county jail for up to one year or a fine of \$20,000.00 or both. (California)

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

2.	Any person who intentionally discloses information, not otherwise public, which they knew or should have known was obtained from personal information maintained by a state agency, shall be subject to civil action for invasion of privacy by the individual to whom the information pertains. (California Civil Code §1798.53).
3.	Any unauthorized access to the EDD computer data, computer systems, or unauthorized use of the EDD data is punishable by a fine or imprisonment in the county jail or both. (California Penal Code §502).
	I certify that I have read, understand, and agree with the above terms. SIGNED BY REQUESTING ENTITY REPRESENTATIVE
	Print Full Name
	Date Signed
	EDD EDD



EDD Contract No. M63292-7100 EDD/Daniel J. Edelman, Inc ATTACHMENT NO. E-3 Page 1 of 1

STATEMENT OF RESPONSIBILITY

INFORMATION SECURITY CERTIFICATION

security requirements stated in this contract. V	Edelman, Inc. has in place the safeguards and Ve therefore accept responsibility for ensuring
compliance with these requirements, as set forth in Exh	nibit "E" of the EDD Contract No. M63292-7100.
IINFORMATION SECURITY OFFICER SIGNATURE	PROGRAM DIRECTOR OR CHIEF INFORMATION OFFICER SIGNATURE
PRINT NAME OF INFORMATION SECURITY OFFICER	PRINT NAME
7	
PRINT TITLE	PRINT TITLE
TELEPHONE NUMBER	TELEPHONE NUMBER
E-MAIL ADDRESS	E-MAIL ADDRESS
March 10, 2021	March 10, 2021
DATE SIGNED	DATE SIGNED
NOTE: Return this Information Security Certificat copies of the Contract.	tion to the EDD Contract Manager with the signed
FOR THE E	DD USE ONLY
Information Security Certification received by	r.
EDD CONTRACT MANAGER NAME	DATE RECEIVED
2. The EDD information asset access approved	i by:
CONTRACT MANAGER OR DISCLOSURE COORDINATOR	DATE APPROVED (AFF, EMAIL, ETC.)

NOTE: The EDD must have a signed "Information Security Certification" in its possession prior to disclosure of any personal, confidential, or sensitive information to Inspectron, Inc.