

Exhibit 103

STATE OF CALIFORNIA

STANDARD AGREEMENT

STD 213 (Rev 06/03)

Cleared

CSG

Dist. *Spec 10/14/15* *SC*

AGREEMENT NUMBER

M6100352

REGISTRATION NUMBER

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

STATE AGENCY'S NAME

Employment Development Department

CONTRACTOR'S NAME

Bank of America, NA

2. The term of this Agreement is: 8/1/2016 through 7/31/2021, or five (5) years from final approval. In addition, EDD has the option to renew for two (2) additional two (2) year terms.
3. The maximum amount of this Agreement is: \$0.00 No Dollars No Cents. The contract is no cost for the EDD. The Contractor is to provide revenue shares to the EDD in accordance with Attachment VI.1 of their Proposal.
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.

Exhibit A – Scope of Work	2 Pages
Exhibit B * – General Terms and Conditions	GTC 610
Exhibit C – Request for Proposal (RFP) #65466 (Incorporated by reference)	
Exhibit D – Bank of America's response to RFP 65466 (Incorporated by reference)	
Exhibit E - Confidentiality Requirements	3 Pages

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 <http://www.dgs.ca.gov/ols/Resources/StandardContractLanguage.aspx>

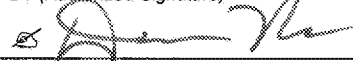
IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR

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

Bank of America, NA

BY (Authorized Signature)



DATE SIGNED (Do not type)

10/13/2015

PRINTED NAME AND TITLE OF PERSON SIGNING

Dawn Haddock, Director, Senior Treasury Solutions Officer

ADDRESS

555 Capitol Mall, Suite 765
Sacramento, CA 95814-4503**STATE OF CALIFORNIA**

AGENCY NAME

Employment Development Department

BY (Authorized Signature)



DATE SIGNED (Do not type)

10/13/15

PRINTED NAME AND TITLE OF PERSON SIGNING

Xochitl Montano, Manager, Contract Services Group

ADDRESS

800 Capitol Mall, MIC 62-C, Sacramento, CA 95814

**California Department of General
Services Use Only**

☒ Exempt per:
DGS Exemption Letter No. 54.4

EXHIBIT A

SCOPE OF WORK

1. This Agreement is entered into by and between the Employment Development Department, hereinafter referred to as EDD, and Bank of America, hereinafter referred to as Contractor, and is for the purpose of the Contractor establishing, operating and maintaining a comprehensive Electronic Benefit Payment (EBP) service for the EDD.
2. The project representatives during the term of this agreement shall be:

Employment Development Department

Bank of America

Cindy Kakutani
Information Technology Branch
751 N Street, Solar 4
Sacramento, CA 95814
(916) 654-9217

Dawn Haddock
Director, Senior Treasury Sales Officer
555 Capitol Mall
Sacramento, CA 95814
(916) 326-7825

Natalie Mack
Disability Insurance Branch
800 Capitol Mall, MIC 29
Sacramento, CA 95814
(916) 654-7723

Regina Luster-Shaw
Disability Insurance Branch
800 Capitol Mall, MIC 29
Sacramento, CA 95814
(916) 657-3984

Michael Greenlow
Unemployment Insurance Branch
800 Capitol Mall, MIC 1
Sacramento, CA 95814
(916) 651-6187

3. The services shall be provided in accordance with the following sections of the RFP and the Contractor's response to EDD's Request for Proposal #65466:
 - a. Section IV, Administrative Requirements, including Attachment IV.3, Staff Roles and Qualifications Matrix; Attachment IV.8, Employee Confidentiality Statement and IV-9, Indemnity Agreement.
 - b. Section V, EBP Service Requirements, including Attachment V.1, Statement of Work; Attachment V.2, Statement of Work EBP Service Requirements and V.3, Fee Schedule.

EXHIBIT A

- c. Section VI, Revenue Share Model, including VI.1, Revenue Share.
- d. Exhibit B, Confidentiality Requirements.

EXHIBIT E**CONFIDENTIALITY REQUIREMENTS****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.

EXHIBIT E**CONFIDENTIALITY REQUIREMENTS**

- g. Notify the EDD Information Security Office (ISO) at (916) 654-6231, 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 the caller shall speak directly with a person in the EDD ISO. **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 identifying 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 Bidder 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 V 9): Required to be completed by the Contractor Chief Financial Officer or authorized Management Representative, unless the Bidder is a State Agency.
 - The EDD Statement of Responsibility Information Security Certification (Attachment V 10): 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.

EXHIBIT E**CONFIDENTIALITY REQUIREMENTS**

- 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 in-use on a shared computer system or any shared data storage system, ensure appropriate information security protections are in place. The Bidder 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. A cloud computing environment cannot be used to receive, transmit, store, or process the EDD's confidential data.
- f. 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.
- g. 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.
- h. 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.
- i. 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.