

QUALITY ASSURANCE AGREEMENT

BETWEEN

SANTA CLARA COUNTY

AND

INFOSYS PUBLIC SERVICES

Approved: 12/12/2017

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QUALITY ASSURANCE AGREEMENT

This Quality Assurance Agreement (the "Agreement") is entered into as of the 29th day of September, 2017 (the "Agreement Effective Date"), by and between the WCDS Consortium County of Santa Clara, (the "County") and Infosys Public Services, Inc. ("Contractor," as described further below). The parties referred to below shall be the Contractor and collectively Santa Clara County on behalf of the WCDS Consortium Counties ("Counties").

RECITALS

The Counties use several computer systems to support their eligibility and benefits determinations, client correspondence, management reports, interfaces and case management for public assistance programs;

The Counties issued a Request for Proposal (the "RFP"), which was dated June 20, 2017 and which, is incorporated into this Agreement by this reference, to find a vendor to provide Quality Assurance services for the WCDS Consortium;

Contractor submitted a proposal in response to the RFP, which was dated July 10, 2017 and which is incorporated into this Agreement by this reference (the "Response");

The Counties evaluated all proposals submitted and identified Contractor as the apparently successful contractor;

Contractor desires to enter into an agreement with the County to provide the Counties with Deliverables and Services (as these terms are defined further below);

The Counties and Contractor have agreed that the terms and conditions of this Agreement shall govern Contractor's furnishing Deliverables and Services; and

The parties agree they will perform their respective obligations as described below in this Agreement.

Therefore, in consideration of the foregoing Recitals and the mutual promises and covenants as set forth below, the parties agree as follows:

1. Definitions. The following terms as used throughout this Agreement shall have the meanings as set forth below.

1.1 “Acceptance”: A Notice or other form (i.e., in writing) provided by the Counties to Contractor to indicate that a Deliverable has conformed to its applicable Acceptance Criteria in accordance with the processes described in Section 6.

1.2 “Acceptance Criteria”: The extract or subset of Specifications against which each Deliverable shall be evaluated in accordance with Section 6.

1.3 “Acceptance Tests”: The tests or reviews that are performed by the Counties and that must be satisfied before Acceptance can occur.

1.4 “Certification”: The Counties’ receipt of Notice and detailed supporting information from Contractor that Contractor has, as applicable: completed a Deliverable in accordance with its Acceptance Criteria or pre-tested a Deliverable for compliance with the Specifications; and confirmed the Deliverable is ready for applicable Acceptance Tests.

1.5 “Charges”: The amount(s) to be paid for Services and Deliverables, in whole or in part, as described in Exhibit A.

1.6 “Confidential Information”: Various trade secrets and information of each party that either Contractor or the Counties’ desire to protect against unrestricted disclosure, including without limitation; with respect to Contractor, the Contractor Technology; with respect to the Counties, the Configuration and the Counties’ Data; non-public Specifications; any nonpublic information or documentation concerning either party’s business or future products or plans that are learned by the other party during the performance of this Agreement; and information that is designated as confidential by the disclosing party. The following are also hereby designated the Counties’ Confidential Information: client and employee personal information, including but not limited to names, addresses, Social Security numbers, e-mail addresses, telephone numbers, financial profiles, credit card information, driver’s license numbers, medical data and health information, and law enforcement records, and such other Confidential Information as is described in this definition.

1.7 “Consortium”: The eighteen counties that make up the Welfare Client Data Systems Consortium consisting of Alameda, Contra Costa, Fresno, Placer, Orange, Sacramento, San Diego, San Francisco, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, Solano, Sonoma, Tulare, Ventura and Yolo.

1.8 “Contractor”: Infosys Public services, Inc. , its employees, Subcontractors, Staff and agents.

1.9 “Contractor Project Director”: The individual chosen by Contractor and approved by the Counties with management responsibilities for Contractor, as described in Section 4.2.

1.10 “Contractor Technology”: Intellectual property which were owned by Contractor prior to the Agreement Effective Date (including certain modifications, enhancements or improvements to such intellectual property developed hereunder), including Contractor’s proprietary methodologies, project management and other tools, deliverable examples, procedures, processes, techniques, data models, templates, general purpose consulting; and Contractor’s Confidential Information.

1.11 “Cosmetic Deficiencies”: In the Counties’ reasonable judgment after consultation with Contractor and in accordance with the Counties’ standard procedures for determining there is a Deficiency, a cosmetic or inconsequential Deficiency, although an accumulation, combination, or pattern of Cosmetic Deficiencies shall in the Counties’ reasonable judgment result in characterizing those Cosmetic Deficiencies as Deficiencies.

1.12 “The Counties’ Executive Director”: The person designated by the Counties to be responsible for financial and contractual matters regarding the Agreement, including but not limited to, the person to whom the Counties’ signature authority has been delegated as set forth in this Agreement and other writings and the person designated by the Counties to be responsible for day-to-day management of the Counties’ resources for the Project and monitoring the status of Contractor’s performance under the Agreement. The term includes, except as otherwise provided herein, an authorized representative of the Counties’ Executive Director acting within the limits of his/her authority.

1.13 “County”: Santa Clara County identified as the hosting county for Agreement.

1.14 “Data”: The Counties’ records, files, forms, data, information and other documents in electronic or hard copy form.

1.15 “Day(s)”: A calendar day or calendar day(s), unless otherwise indicated.

1.16 “Deficiency”: A failure of a Deliverable or Service, or an omission, defect or deficiency in a Deliverable or Service, which causes it not to conform to its Specifications or significant incorrect spelling, incorrect grammar, poor quality esthetics, poor quality of documentation, or similar failures in a Deliverable.

1.17 “Deliverables”: Contractor’s products which are based on applicable Specifications and which are provided by Contractor to the Counties (either independently or in concert with the Counties or third parties) during the course of Contractor’s performance under this Agreement.

1.18 “Federal Financial Participation”: The federal government’s share of an expenditure made by the Counties under the Agreement.

1.19 “Maintenance”: Maintenance and Support Services which shall be performed by Contractor and which are described as such in the RFP and Response.

1.20 “Maximum Amount”: The maximum amount payable and paid by the Counties to Contractor under this Agreement, as described in Exhibit A.

1.21 “Notice”: A written document given by a party to the other in accordance with Section 16.30.

1.22 “Production”: The use of Function(s) in the Counties’ production environment(s) and to perform their regular business operations.

1.23 “Project”: Pursuant to the terms and conditions of this Agreement, the QA Services, project management, and other services outlined in RFP.

1.24 “Project Management Tool”: The software tool that WCDS and M&O Vendor use to manage information for and other aspects of the Counties; the tool is referred to as Project Portfolio Management tool.

1.25 “Property”: All the Counties’ Equipment, the Deliverables, and other real and personal property.

1.26 “Release”: A specifically identifiable version of the System that is (or was) placed into Production on a particular date.

1.27 “Release Effective Date”: The event that occurs after Acceptance of each Software Deliverable, the Counties decide to put the applicable Function(s) into Production, and the applicable Function(s) go into Production.

1.28 “Services”: The tasks and services to be performed by Contractor on the Project, as described in the Agreement.

1.29 “Specifications”: The technical and other written specifications that define the requirements for the Project as described in the RFP, the Response, subsequent Deliverables which have received Acceptance, DEDs, the Service Level Agreements, and the Documentation. The Specifications are, by this reference, made a part of this Agreement as though completely set forth herein.

1.30 “Staff”: Contractor’s employees, Subcontractors and agents who shall provide the Services on behalf of Contractor.

1.31 “Start Date”: The Agreement Effective Date.

1.32 “State”: The State of California.

1.33 “State Letters”: Letters from the Agencies of the State of California to the counties in the State, with instructions regarding the implementation of federal and State policies, laws, rules, and regulations.

1.34 “Statement of Work”: The Statement of Work and subsequent Statements of Work which are agreed to by the parties in writing and which shall be incorporated into this Agreement upon such agreement, detailing the Services to be performed and Deliverables to be provided by Contractor under the terms and conditions of this Agreement.

1.35 “Subcontractor”: A person, partnership, or company, which is not in the employment of or owned by Contractor and which is performing Services under this Agreement under a separate agreement with or on behalf of Contractor.

1.36 “Support”: The technical and customer support Services which are described as such in the RFP and Response.

1.37 “System(s)”: The Software integrated and functioning together with the Data in accordance with the applicable Specifications and on the Equipment for the CalWIN System, the ACCESS CalWIN System, the Benefits CalWIN System, MyBenefits CalWIN System, CalHEERS, and the CalWIN Mobile Application System, as each are described in the RFP.

1.38 “System Testing”: Functional and integration testing performed on Software Deliverables by Contractor so that Contractor can provide Certification of their readiness for applicable Acceptance Tests by the Counties.

1.39 “User(s)”: Parties who will have use of and access to the Systems and Services.

1.40 “Work Product”: Data and products produced under this Agreement including but not limited to, Deliverables, discoveries, ideas, improvements, methods, models, processes, techniques, findings, conclusions, recommendations, reports, designs, plans, diagrams, drawings, documents, pamphlets, to the extent provided by law.

2. Term. The term shall begin on the Agreement Effective Date and shall continue for five years, subject to earlier termination as provided in the Agreement. In addition, the Counties shall have the sole discretion to renew the term for up to three additional years should they choose to activate the optional period Renewal of the Agreement. Optional period term may be made by the Counties upon the same authority as provided in Section 16.27.

3. Financial Matters.

3.1 Charges. Subject to the receipt of a correct invoice, Contractor's performing its obligations as required in the Agreement, and the Counties' exercise of their remedies, the Counties shall pay the Charges in Section 3 of Exhibit A in accordance with the Payment Schedule for the Services and Deliverables and Other Services in accordance with the terms of Section 3.5 for Deliverables which received Acceptance in the previous month.

3.2 Maximum Amount. The Maximum Amount shall be as set forth in Exhibit A.

3.3 Taxes. Subject to the Counties' receipt of a correct invoice, Contractor's performing its obligations as required in the Agreement, and the Counties' exercise of their remedies, the Counties shall pay for any sales or use taxes imposed on the Deliverables if the Counties receive an invoice from Contractor for such taxes within one year of the due date. Contractor must pay taxes based on Contractor's income or revenue or personal property taxes levied or assessed on Contractor's personal property to which the Counties does not hold title.

3.4 Contractor Expenses. Contractor shall pay its out-of-pocket expenses which are incurred in connection with the Agreement unless otherwise agreed to in writing and authorized by the Counties' Executive Director. Travel and other related costs may be claimed to the extent that they were specified and included in the bidder's proposal.

3.5 Invoices. Contractor shall submit correct invoices to the Counties' Executive Director or designee for all Charges, expenses, and other amounts to be paid by the Counties hereunder. All invoices submitted must meet with the approval of the Counties' Executive Director or designee prior to payment. The Counties' Executive Director or designee will, within 10 working days of receipt thereof, review invoice(s) and, if approved by Counties' Executive Director or designee, will advise Contractor to proceed processing the invoice directly to each County for payment as directed in writing by Counties' Executive Director or designee.

The WCDS quality assurance services invoicing is more complex than is standard practice. The Federal and State share of the contract costs are invoiced through one primary county (Santa Clara); however, the county share of the contract costs are invoiced to each individual Consortium county (eighteen in all), which are issued once a year. The county share is determined by an established sharing ratio that may change each fiscal year. Individual contracts with each Consortium county may be required for payment.

Each County shall pay its share of each invoice as determined by the County share allocation methodology and subject to the exercise of the Counties' remedies within 30 Days following the receipt of such invoice in each County.

Incorrect or incomplete invoices will be returned by the Counties to Contractor for correction and reissue. The Agreement number must appear on all invoices, bills of lading, packages, and

correspondence relating to this Agreement. Invoices must reference this Agreement, must provide detailed supporting documentation and must be in a format as requested by the Counties, including without limitation:

3.5.1 Contractor name, address, telephone number and federal tax identification number;

3.5.2 The Service(s) or other charges for which payment is sought;

3.5.3 Applicable Charges;

3.5.4 Date of delivery, as applicable;

3.5.5 Any other Project support or services expenses or costs, with a detailed, itemization of such expenses and costs, if applicable;

3.5.6 Sales or use taxes, if applicable;

3.5.7 Credits, if any; and

3.5.8 Total amount due.

3.6 Overpayments to Contractor. Contractor shall promptly, but in all cases within 30 Days, pay to the Counties the full amount of any erroneous payment or overpayment upon Notice of an erroneous payment or overpayment to which Contractor is not entitled or when otherwise discovered by Contractor.

3.7 Credits. Any credits due the Counties under this Agreement may be applied against Contractor's invoices with appropriate information attached, upon giving of notice required herein, if any, by the Counties to Contractor.

3.8 No Increases. Contractor shall not increase the Charges or Maximum Amount due from the Counties under this Agreement for all Services and Deliverables during the term of this Agreement, except as otherwise specifically permitted in the Agreement.

3.9 Funding.

3.9.1 The parties acknowledge and agree that this Agreement is dependent upon the availability of County, State, and/or federal funding. If funding to make payments in accordance with the provisions of this Agreement is not forthcoming from the County, State and/or federal governments for the Agreement, or is not allocated or allotted to the Counties by the applicable County, State and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of the Counties to make payments after the effective date of such non-allocation or non-funding, as provided in the notice, will cease and terminate as applicable.

3.9.2 If funding, to make payments in accordance with the provisions of this Agreement, is delayed or is reduced from the Counties or from the County, State and/or federal governments for the Agreement, or is not allocated or allotted in full to the Counties by County, State, and/or federal governments for this Agreement for periodic payment in the current or any future fiscal period, then the Counties shall seek from Contractor its recommendations regarding changes to the Project, and the obligations of the Counties to make payments will be delayed or be reduced under this Section to the extent necessary for the Counties or the Counties shall have the right to terminate the Agreement as provided in Section 15.6 or suspend the Project as provided in Section 15.3, but without a 30 Day limit.

3.9.3 If such funding under this Agreement is reduced as a result of such delays or reductions in funding of the Charges budgeted to be paid to Contractor for Services and Deliverables in any State fiscal year and the Counties do not exercise such rights to terminate, the Counties shall determine which aspects of the Agreement shall proceed and which Services shall be performed and not performed, with Contractor's Charges for such Services and Deliverables reduced proportionately and the Contractor will be allowed to reduce or delay its associated costs for such Services and Deliverables to the same extent. Any obligation to pay by the Counties will not extend beyond the end of the Counties' then current funding period.

3.9.4 Contractor expressly agrees that no penalty or damages shall be applied to, or shall accrue to, the Counties in the event that the necessary funding to pay under the terms of this Agreement is not available, not allocated, not allotted, delayed or reduced and the Counties shall not be responsible for any costs, expenses or losses incurred by Contractor as a result of the Counties' termination of the Agreement or reduction of Services except as expressly described in this Agreement. The Counties will use reasonable efforts to provide Notice as soon as reasonably possible to Contractor if it reasonably appears that this Section 3.9 may be utilized by the Counties or be applicable at any time during the pendency of the Project.

3.10 Advance Payments Prohibited. No advance payment shall be made for Deliverables or Services furnished by Contractor pursuant to this Agreement unless otherwise mutually agreed upon in writing.

3.11 No Additional Consideration. Except as expressly provided in Exhibit A, Contractor shall not be entitled to nor receive from the Counties any additional consideration, compensation, salary, wages, or any other type of remuneration for Services rendered under this Agreement. Specifically, Contractor shall not be entitled by virtue of this Agreement to consideration in the form of overtime, health insurance benefits, retirement benefits, disability retirement benefits, sick leave, vacation time, paid holidays, or other paid leaves of absence of any type or kind whatsoever.

4. Project Management.

4.1 Reports and Meetings. The Contractor Project Director and other Staff shall participate in meetings with the Counties' Executive Director and other members of the

Counties' Project team during the Project at times as mutually agreed upon or as indicated in the Statement of Work. Such meetings will include monthly leadership meetings, at which Contractor shall report on items relating to testing, security, risks/issues and other items deemed appropriate by Contractor.

4.2 Contractor Project Director.

4.2.1 Contractor shall assign to the Project a Contractor Project Director of a management level sufficient to assure timely responses from all Contractor personnel and whose resume and qualifications will be reviewed and must be approved by the Counties prior to his or her appointment as Contractor Project Director. The Contractor Project Director shall be responsible for acting as a liaison with the Counties' Executive Director.

4.2.2 Contractor agrees that the Contractor Project Director shall be fully qualified to perform the tasks required of that position under this Agreement. The Contractor Project Director shall function as Contractor's authorized representative for all management and administrative matters not inconsistent with the provisions contained herein. The Contractor Project Director shall have authority to make decisions.

4.2.3 If the Contractor Project Director is removed or replaced, Contractor will promptly (and in all cases within 48 hours) provide Notice to the Counties and submit at least two resumes of other qualified candidates within 30 Days of removal or replacement of the Contractor Project Director. Contractor must obtain approval of the replacement Contractor Project Director from the Counties, prior to his or her beginning work on the Project. Contractor shall temporarily fill the Contractor Project Director within seven Days of it being vacated and shall fill the position with a permanent fulltime replacement within 45 Days of the Contractor Project Director's removal or departure.

4.3 Contractor Staff.

4.3.1 Prior to the Agreement Effective Date, Contractor shall have provided to the Counties names of and resumes for Staff for the Project and their positions during the Project and Support and Maintenance. Contractor shall also provide to the Counties job descriptions for Staff positions.

4.3.2 Except in the case of a legally required leave of absence, sickness, death, termination of employment or unpaid leave of absence, Staff shall not be changed during the Project from the people who were described in the Response without the prior written agreement of the Counties. During the term of the Agreement, the Counties reserve the right to approve or disapprove Contractor's and any Subcontractor's Staff assigned to this Agreement, to approve or disapprove any proposed changes in Staff, or to require the removal or reassignment of any Contractor or Subcontractor Staff found unacceptable by the Counties, subject to the Counties' compliance with applicable laws. Contractor shall provide the Counties with a resume of any member of its Staff or a Subcontractor's Staff assigned to or proposed to be assigned to

any aspect of the performance of this Agreement prior to that person commencing to provide any Services.

4.3.3 All Staff proposed by Contractor as replacements for other Staff shall have comparable or greater skills for performing the activities as performed by the Staff being replaced. Contractor assumes sole and full responsibility for its acts and the acts of its Staff. Contractor understands and agrees that the Counties do not assume liability for the actions of the Staff. Contractor shall ensure that any transition to new Staff will not affect the Schedule or provision of Services set forth in this Agreement.

4.3.4 Contractor agrees that any claim on behalf of any person arising out of employment or alleged employment by Contractor (including, but not limited to, claims of discrimination against Contractor, its officers, or its agents) are the sole responsibility of Contractor and are not the responsibility of the Counties. Contractor will indemnify and hold the Counties harmless from any and all such claims asserted against the Counties. Any person who alleges a claim arising out of employment or alleged employment by Contractor will not be entitled to any compensation, rights, or benefits from the Counties (including, but not limited to, tenure rights, medical and hospital care, sick and annual/vacation leave, severance pay, or retirement benefits).

4.4 The Counties' Executive Director. The Contractor Project Director's primary point of contact in matters of Project management shall be the Counties' Executive Director. The Counties' Executive Director or his or her designee or successor will manage this Agreement on behalf of the Counties and will be the principal point of contact for the Contractor concerning Contractor's performance under this Agreement.

4.5 Reference and Background Checks. Due to the confidential nature of the information and materials which will be accessible to Contractor, the Counties shall have the right to conduct reference and background checks on Contractor Staff to be used to provide the Services. The Counties reserve the right in their sole discretion to reject any proposed Staff as a result of information produced by such reference checks, background checks, or additional sources of information. In addition, Contractor shall conduct its own reference and background checks for at least five previous years on Staff or their substitutes to be used to provide the Services. Contractor further agrees to cooperate fully with the Counties in completion of these requirements.

4.6 Records Retention and Access Requirements.

4.6.1 Contractor shall agree to the conditions of all applicable County, State and federal regulations, which are incorporated herein by this reference, regarding retention and access requirements relating to all financial and programmatic records, supporting documents, statistical records, and other records of this Agreement. In addition, Contractor shall agree to the terms which are set forth below regarding retention of records and access for County, State and federal government officials.

4.6.2 Contractor and its Subcontractors shall maintain books, records, documents and other evidence which sufficiently and properly reflects the accuracy of amounts billed to the Counties during the performance of this Agreement and their compliance with applicable laws and regulations, and shall retain all such records for six years after the expiration or termination of this Agreement. Records involving matters in litigation related to this Agreement shall be kept for one year following the termination of litigation, including all appeals if the litigation has not terminated within six years from the date of expiration or termination of this Agreement.

4.6.3 All such records shall be subject at reasonable times and upon prior Notice to examination, inspection, copying, or audit by personnel so authorized by the Counties' Executive Director and/or County, State and federal officials so authorized by law, rule, regulation or contract, when applicable. During the term of this Agreement, access to these items will be provided within Sacramento County, California. During the six-year period after this Agreement term or one year term following litigation, delivery of and access to these items will be at no cost to the Counties. Contractor shall be responsible for any audit exceptions or disallowed costs incurred by Contractor or any of its Subcontractors, subject to Section 16.21 (Force Majeure). Notwithstanding anything to the contrary herein, the Counties shall on its behalf (but without limiting other government agencies) agree to audit Contractor in accordance with the terms of the Agreement no more often than semi-annually.

4.6.4 The records retention and review requirements of this Section shall be included by Contractor in any of its subcontracts with Subcontractors. The Counties' personnel shall be accompanied by Contractor personnel at all times during any examination, inspection, review or audit. Contractor shall make no charges to the Counties for services rendered in connection with an audit requested by the Counties.

4.7 Accounting Requirements. Contractor shall establish and maintain an accounting system with procedures and practices in accordance with generally accepted accounting principles. The accounting system shall maintain records pertaining to the Services and all other costs and expenditures made under this Agreement, and the costs properly applicable to the Agreement shall be readily ascertainable therefrom.

4.8 Supplemental Contracts. The Counties may undertake or award supplemental contracts for work related to this Agreement, or any portion thereof. Contractor shall cooperate with such other contractors and the Counties in all such cases. Contractor shall ensure that all Subcontractors shall abide by this provision. It is understood and agreed by the parties hereto that Contractor shall not be responsible for the acts or failures to act of such other contractors or for any delays which may be caused by such other contractors, except that Contractor shall be responsible for delays of, or acts or failures to act of, such other contractors to the extent such delays, or acts or failures to act are caused by or due to the fault of Contractor.

5. Services and Resources.

5.1 Performance. Contractor shall begin to perform the Services on the Start Date. Contractor shall perform the Services as described in this Agreement.

5.2 Necessary Resources. Except as specifically provided herein, Contractor shall provide the Staff and all other materials and resources necessary for the performance of the Services.

5.3 Ownership. Title to all Property furnished by the Counties shall remain in the Counties. Title to all Property purchased by Contractor, for which Contractor has been reimbursed by the Counties under this Agreement, shall pass to and vest in the Counties at Termination of Agreement.

5.4 Use of Property. Any Property furnished to Contractor shall, unless otherwise provided herein, or approved in writing by the Counties' Executive Director, be used only for the performance of its obligations under and subject to the terms of this Agreement.

5.5 Damage to Property. Contractor shall protect and be responsible for any loss, destruction, or damage to Property which results from or is caused by Contractor or from the failure on the part of Contractor to maintain and administer that Property in accordance with the terms of the Agreement. Notwithstanding anything to the contrary herein, Contractor shall be liable to the Counties for any damages resulting from damage to Property, which damages result from or are caused by Contractor. Contractor shall ensure that the Property is returned to the Counties in like condition to that in which it was furnished to Contractor, reasonable wear and tear excepted. Contractor shall repair or make good any such damage, destruction or loss at any of the Counties' Sites, and shall do so without requesting contribution or assistance from the Counties.

5.6 Notice of Damage. Upon the loss of, destruction of, or damage to any of the Property, Contractor shall give Notice to the Counties' Executive Director thereof and shall take all reasonable steps to protect that Property from further damage.

5.7 Surrender of Property. Contractor shall surrender to the Counties all Property upon the earliest of completion, termination, or cancellation of this Agreement.

5.8 The Counties' Property. Contractor's use of the Counties' Equipment shall be subject to the Counties' security, administrative and other requirements.

6. Acceptance Process for Deliverables and Services.

6.1 General.

6.1.1 Contractor shall provide the Counties with the Deliverables and Services according as described in the RFP, the Response, and other parts of this Agreement.

Contractor shall utilize the Specifications, the RFP, the Response, the Deliverables for which the Counties have previously granted Acceptance, Contractor's professional knowledge, and this Agreement as the basis of subsequent Deliverables and Services. Contractor shall retain backup copies in writing and on electronic media of all Deliverables until 180 Days after termination or expiration of this Agreement and shall provide the Counties on its request with a copy thereof until that time. All Deliverables shall be subject to the Counties' Acceptance.

6.2 Deliverables Acceptance Process.

6.2.1 Upon delivery of a Deliverable and receipt of Certification from Contractor that the Deliverable meets its Acceptance Criteria, the Counties will provide Acceptance for a Deliverable if it has no Deficiencies (except Cosmetic Deficiencies). However, if a Deficiency (except for Cosmetic Deficiencies) is found, the Counties will notify Contractor in an email or in a written Notice or other document of Deficiencies used as the grounds for the Counties' decision not to give Acceptance. The Counties shall use diligent efforts to provide thorough lists of such Deficiencies as soon as feasible. Contractor shall correct Deficiencies and resubmit a corrected Deliverable to the Counties which will review to verify whether the Deliverable is acceptable; and in an email or in a written Notice or other document shall either give its Acceptance or reject it following such review. Contractor's times for correcting Deficiencies and the Counties' review of Deliverables shall be ten business days each.

6.2.2 If Contractor is unable to correct all Deficiencies (except for Cosmetic Deficiencies) within the ten day or an agreed upon date, the Counties may, at their option: (a) continue reviewing and require Contractor to continue until Deficiencies are corrected or eliminated; (b) request Contractor to provide, at its expense, a replacement Deliverable for further review; or c) after completion of the process set forth in this Section 6.2 and providing Notice of default to Contractor, reject the Deliverable and terminate this Agreement for failure to perform.

6.3 State and Federal Governments. In accordance with 45 C.F.R. 95.617 and 45 C.F.R. 92.34, all appropriate State and federal agencies will have a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, translate, or otherwise use, and to authorize others to use for federal government purposes: (i) software, modifications, and documentation designed, developed or installed with Federal Financial Participation under 45 CFR subpart F; (ii) associated Documentation designed, developed, or installed with Federal Financial Participation under the Agreement; (iii) the copyright in any work developed under this Agreement, a grant, sub-grant or contract under a grant or sub-grant; and (iv) any rights of copyright to which Contractor purchases ownership under this Agreement.

7. Warranties.

7.1 Deliverables. Contractor represents and warrants that each Deliverable, shall conform to and perform in accordance with its applicable Specifications as provided herein, with the exception of Cosmetic Deficiencies as permitted in Section 6.2 of the Agreement. Contractor shall promptly repair or replace each of the Deliverables that does not meet its applicable Specifications as provided herein at no additional charge to the Counties.

7.2 Services.

7.2.1 Contractor represents and warrants that:

7.2.1.1 It shall perform all Services in a professional manner consistent with generally accepted industry standards;

7.2.1.2 Time shall be of the essence in connection with performance of the Critical Milestones; and

7.2.2 Contractor shall promptly re-perform Services which are not in compliance with such representations and warranties at no cost, unless such non-compliance is due to an event described in Section 16.21 (Force Majeure), to the Counties.

7.3 Intellectual Property Rights.

7.3.1 Contractor represents that, as of the Start Date, there is no actual or threatened suit by any such third party based on an alleged violation of the rights granted or licensed by Contractor to the Counties hereunder.

7.3.2 Contractor warrants that the work products shall not infringe or misappropriate any right of, and will be free of any claim of, any third person or entity based on patent, copyright, trade secret, unfair trade practice, or other intellectual property right.

7.4 Legal and Regulatory Compliance. Contractor represents and warrants that the Services, Deliverables, shall comply with all applicable federal and State laws, regulations, codes, standards and ordinances. In the event that any Services performed or any Deliverables provided by Contractor are subsequently found to be in violation of such laws, regulations, codes, standards and ordinances, it shall be the sole responsibility of Contractor to bring the Service, Deliverables, into compliance. In addition, Contractor shall be responsible for and shall indemnify the Counties against any fines, penalties, sanctions, or disallowances which are imposed on the Counties or Contractor and which arise from any noncompliance with the federal or State laws, regulations, codes, policies and guidelines that affect or apply to Contractor's or its Subcontractors' performance of their obligations.

7.4.1 In the event of a breach of these warranties, Contractor shall immediately assign at least one knowledgeable and qualified Staff representative, who will begin work after telephonic notice by the Counties on curing such breaches. This representative will

be dedicated to remedy the Deficiency, failure, malfunction, defect, or problem at no cost to the Counties.

7.5 Authorization. Contractor represents and warrants that:

7.5.1 Contractor is a _____ company, validly existing and in good standing under the laws of the State of _____ and has all requisite power and authority to execute, deliver and perform its obligations under this Agreement;

7.5.2 It has the full power and authority to grant to the Counties the rights described in this Agreement and that there is currently no actual or threatened suit by any such third party based on an alleged violation of such rights by Contractor;

7.5.3 The execution, delivery and performance of this Agreement has been duly authorized by Contractor and no approval, authorization or consent of any governmental or regulatory agency is required to be obtained in order for Contractor to enter into this Agreement and perform its obligations under this Agreement;

7.5.4 The person executing this Agreement for Contractor has actual authority to bind Contractor to each and every term, condition and obligation to this Agreement, and that all requirements of Contractor have been fulfilled to provide such actual authority;

7.5.5 Contractor is duly authorized to conduct business in and is in good standing in each jurisdiction in which Contractor will conduct business in connection with this Agreement;

7.5.6 Contractor has obtained all licenses, certifications, permits, and authorizations necessary to perform the Services under this Agreement and currently is in good standing with all regulatory agencies that regulate any or all aspects of Contractor's performance of the Services; and

7.5.7 It shall comply with all applicable local, State, and federal licensing, accreditation and registration requirements and standards necessary in the performance of the Services; and Contractor will maintain all required certifications, licenses, permits, and authorizations during the term of this Agreement at its own expense.

7.6 Ability to Perform. Contractor represents and warrants that:

7.6.1 Contractor has the financial stability to carry out at least six months of Services during any period of this Agreement without reimbursement for the Services or expenses; and

7.6.2 Each Subcontractor, if any, providing a substantial amount of the Services under this Agreement has the financial resources to carry out its duties under this Agreement.

7.7 Disclaimers. WARRANTIES EXPRESSLY MADE IN THIS AGREEMENT ARE CONTRACTOR'S ONLY WARRANTIES CONCERNING THE SERVICES AND DELIVERABLES, AND ARE MADE EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES AND REPRESENTATIONS, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR MERCHANTABILITY.

8. Changes.

8.1 Changing Government Programs.

8.1.1 The Parties acknowledge that Contractor was selected, in part, because of its expertise, experience, and knowledge concerning applicable federal and State laws, regulations, codes, policies, or guidelines that affect the performance of the Services.

8.2 Disagreement. If the parties are unable to reach an agreement in writing within 15 Days of Contractor's response to a Request, the Counties' Executive Director may make a determination of the revised Services, and Contractor shall proceed with the work, subject to Contractor's right to appeal the Counties' Executive Director's determination. Nothing in this Section shall in any manner excuse Contractor from proceeding diligently with the Agreement as changed by the Change Request.

8.3 Termination. If Contractor fails or refuses to perform its Services, Contractor shall be in material breach of this Agreement, and the Counties shall have the right to terminate the Agreement for such a breach in accordance with Section 16.1.

9. Additional Rights and Remedies.

9.1 Withholding Invoicing and/or Payments. If Contractor fails to provide Services which satisfy Contractor's obligations hereunder, and the Counties decide to exercise the remedy provided in this Section, the Counties shall provide Notice to Contractor of such failure and, if Contractor fails to correct such failure within 30 Days of the date of such Notice, the Counties shall have the right to withhold invoicing to Counties and/or payment of any and all payments due hereunder. The Counties may withhold such invoicing and/or any and all such payments due hereunder to Contractor, without penalty or work stoppage by Contractor, until such failure to perform is cured.

9.2 Reductions in Payments Due. Amounts due the Counties by Contractor, including but not limited to liquidated or other damages, or claims for damages, may be deducted or offset by the Counties from any money payable to Contractor pursuant to this Agreement.

9.3 Cover. If, in the reasonable judgment of the Counties, a default by Contractor is not so substantial as to require termination, reasonable efforts to induce Contractor

to cure the default are unavailing, Contractor fails to cure such default within 30 Days of receipt of Notice from the Counties, and the default is capable of being cured by the Counties or by another resource without unduly interfering with continued performance by Contractor, the Counties may, without prejudice to any other remedy it may have, provide or procure the Services reasonably necessary to cure the default, in which event Contractor shall reimburse the Counties for the reasonable cost of the difference between the original Agreement Charges for the Services in default and the replacement costs of such Services acquired from another vendor. In addition, Contractor must cooperate with these resources in allowing access to the Software Facilities, and Equipment.

9.4 Suspension for Convenience

The Counties shall have the right at any time to order the Services of Contractor fully or partially stopped for its own convenience for up to 30 Days per year of the term at no additional cost above Contractor's Charges for its standard monthly Services to the Counties as described in Exhibit A. Contractor will receive Notice for such an order. The schedules for performing Contractor's obligations shall be delayed on a day-to-day basis to the extent the Counties have issued a stop work order to Contractor and such stop work order is causing delays in completing Services in accordance with such schedule. Contractor shall have the right to submit claims in accordance with the terms of Section 16.7, as a result of stop work orders issued under this Section. In addition, the parties shall discuss whether to revise the Agreement related to Performance Standards, remedies, Key Staff, and other relevant terms.

9.5 Correction or Removal

The Counties may correct such Deficiencies or non-conformities or cure any Contractor default under this Agreement without prejudice to any other remedy it may have if Contractor fails to correct Deficiencies in the Services as required in this Agreement or if Contractor otherwise defaults or fails to perform any provision of the Agreement within 30 Days of receipt of Notice from the Counties of such defaults or failures to perform.

10. Insurance.

10.1 Liability and Auto Insurance. Contractor shall, at its sole cost and expense, obtain, and, during the term of this Agreement, maintain, in full force and effect, the insurance coverage described in this Section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed to conduct business in the State of California and approved by the Counties. Contractor shall include the Counties, its boards, agencies, contractors, officers, employees, agents and volunteers, and the State, both individually and collectively, as a named insured party in Contractor's insurance policy obtained hereunder, excluding workers' compensation coverage under Section 16.2. Such insurance shall apply as primary insurance for these insureds. If Contractor fails to buy and maintain the insurance coverage described in this Section 16, the Counties may terminate this Agreement under Section 16.1 (Termination for

Material Breach). The minimum acceptable limits shall be as indicated below with no deductible except as indicated below:

10.1.1 Comprehensive General Liability or equivalent self-insurance covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;

10.1.2 Comprehensive Business Automobile Liability (owned, hired, or nonowned vehicles) covering the risks of bodily injury (including death) and property damage, including coverage for contractual liability, with a limit of not less than \$1 million per accident;

10.1.3 Employers Liability insurance covering the risks of Contractor's Staff and employees' bodily injury by accident or disease with limits of not less than \$1 million per accident for bodily injury by accident and \$1 million per employee for bodily injury by disease;

10.1.4 Umbrella policy providing excess limits over the primary policies in an amount not less than \$3 million; and

10.1.5 Professional Liability or Errors and Omissions, with a deductible not to exceed \$100,000 and coverage of not less than \$1 million per occurrence/\$2 million general aggregate.

10.2 Workers' Compensation Coverage. Prior to providing Services under this Agreement, Contractor shall, in full compliance with State law, provide or purchase, at its sole cost and expense, and this shall remain in full force and effect during the term of the Agreement, statutory California's workers' compensation coverage for its employees and Employer's Liability in the minimum amount of \$1 million per occurrence. The Counties will not be responsible for payment of premiums or for any other claim or benefit for Contractor, or any Subcontractor or employee of Contractor, which might arise under applicable laws during the performance of duties and Services under this Agreement. However, should Contractor fail to secure insurance coverage or fail to pay premiums on behalf of its employees, the Counties may deduct the amount of premiums owing from the amounts payable to Contractor under this Agreement and transmit the same to the responsible State agency.

10.3 Subcontractors. Contractor shall include all Subcontractors as insured under all required insurance policies, or shall furnish separate certificates of insurance and endorsements for each Subcontractor. Subcontractor(s) shall comply fully with all insurance requirements stated herein. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

10.4 Premiums. Premiums on all insurance policies shall be paid by Contractor or its Subcontractors. Such insurance policies provided for the Counties pursuant to

this Section shall expressly provide therein that the Counties and the State be named as additional insured, and that it shall not be revoked by the insurer until 30 Days' Notice of intended revocation thereof shall have first been given to the Counties and the State by such insurer.

10.5 Cancellation. Contractor's insurance policies shall not be canceled or nonrenewed in scope of coverage without provision for equivalent substitute insurance and such cancellation or nonrenewal shall not take place or reduced in scope of coverage until 30 business days' written Notice has been given to the Counties' Executive Director, and Contractor has replacement insurance policy(ies) in place that satisfy the requirements set forth in this Section 10. Contractor's insurance policies shall not be reduced in scope without the Counties' prior written consent.

10.6 Insurance Documents. Contractor shall furnish to the Counties copies of certificates of all required insurance prior to the Agreement Effective Date, and copies of renewal certificates of all required insurance within 30 Days after the renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this Section. Failure to provide these documents shall be grounds for immediate termination or suspension of this Agreement by the Counties for material breach. The Counties reserve the right to review the insurance requirements contained herein once every five years to ensure that there is appropriate coverage that is in accordance with this Agreement.

10.7 Increased Coverage. The Counties are to be notified by Contractor promptly if any aggregate insurance limit is exceeded. In such event, Contractor must purchase additional coverage to meet these requirements.

10.8 Cross-Liability. All insurance provided by Contractor shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the Counties and shall include a severability of interests (cross-liability) provision.

11. Confidential Information.

11.1 Protection Obligations.

11.1.1 Access and Protection. During the term of the Agreement, Contractor and the Counties will have access to and become acquainted with each party's Confidential Information. The Counties and Contractor, and each of their officers, employees, and authorized contractors and agents, shall maintain all Confidential Information of the other party (a) in confidence, (b) at least to the extent as it protects the confidentiality of its own proprietary information of like kind, (c) but in no event with less than reasonable care. In addition, the Counties and each of their officers, employees, and authorized contractors and agents, including State and federal agencies shall maintain Contractor's Confidential Information in strict confidence. Neither party will at any time use, publish, reproduce or disclose any Confidential Information, except to authorized officers, employees, contractors and agents

requiring such information under confidentiality requirements no less restrictive than this Section, as authorized in writing by the other party, as otherwise specifically permitted herein, and shall only use such Confidential Information to perform its obligations as authorized hereunder. Both parties shall take all steps necessary, including without limitation oral and written instructions to all staff to safeguard, in accordance with applicable federal, State and County law, regulation, codes, and this Section, the other party's Confidential Information against unauthorized disclosure, reproduction, publication or use, and to satisfy their obligations under this Agreement. Each party agrees that, prior to disclosing any Confidential Information of the other party to any third party as permitted under this Section, it will obtain from that third party a written acknowledgment that such third party will be bound by the same terms as specified in this Section with respect to the Confidential Information. In addition to the requirements expressly stated in this Section, Contractor and its Subcontractors will comply with any applicable law, policy, rule, or reasonable requirement of any County, the State and the federal government that relates to the safeguarding or disclosure of information relating to applicants and recipients of the Counties' services, Contractor's operations, or the Services performed by Contractor under this Agreement.

11.1.2 Security Requirements. Each party, and its officers, employees, subcontractors and agents shall at all times comply with all security standards, practices, and procedures which Contractor may establish from time-to-time, and which are described in Section 11.1.1 with respect to information and materials which come into each party's possession and to which such party gains access under this Agreement. Such information and materials include without limitation all Confidential Information. The Counties' Executive Director shall resolve conflicts between security standards, practices, and procedures of two or more Counties.

11.1.3 HIPAA Compliance. In addition to its obligations under 11.1.1 and 11.1.2 above, Contractor agrees to be bound by the requirements stated in Attachment M – HIPAA Business Associate Agreement. This includes safeguards for data and information systems as well as prohibitions against disclosure.

11.2 Audit. The Counties reserve the right to monitor, audit or investigate Contractor's use of the Counties' Confidential Information collected, used, or acquired by Contractor under this Agreement.

11.3 Return. Subject to record retention laws, each party shall promptly return to the disclosing party, on termination or expiration, all of the disclosing party's Confidential Information, including copies thereof.

11.4 Injunctive Relief.

11.4.1 Contractor shall immediately report to the Counties any and all unauthorized disclosures or uses of the Counties' Confidential Information by Contractor of which it or its Staff is aware or has knowledge. Contractor acknowledges that any publication or disclosure of the Counties' Confidential Information to others may cause immediate and irreparable harm to the Counties. If Contractor should publish or disclose such Confidential Information to others without authorization, the Counties shall immediately be entitled to injunctive relief or any other remedies to which it is entitled under law or equity without requiring a cure period.

11.4.2 The Counties will immediately report to Contractor any and all unauthorized disclosures or uses of Contractor's Confidential Information by Counties of which the Counties are aware or have knowledge. The Counties acknowledges that any publication or disclosure of Contractor's Confidential Information to others may cause immediate and irreparable harm to Contractor. If the Counties should publish or disclose such Confidential Information to others without authorization, Contractor shall immediately be entitled to injunctive relief or any other remedies to which it is entitled under law or equity without requiring a cure period.

11.5 Exceptions. The following information shall not be considered Confidential Information for the purposes of this Agreement: information previously known when received from the other party and not subject to confidentiality obligations; information freely available to the general public; information which now is or hereafter becomes publicly known by other than a breach hereof; information which is developed by one party independently of any disclosures made by the other party of such information; or information which is disclosed by a party pursuant to subpoena or other legal process and is lawfully obtainable by the general public.

11.6 Public Records. Notwithstanding the above, Contractor acknowledges that this Agreement shall be a public record under State law. Any specific information that is claimed by Contractor to be Confidential Information must be clearly identified as such by Contractor. To the extent consistent with State law, including the California Public Records Act, the Counties will maintain the confidentiality of all such information marked Confidential Information. If a request is made to view Contractor's Confidential Information, the Counties will notify Contractor of the request and of the date that any such records will be released to the requester unless Contractor obtains a court order enjoining that disclosure or other appropriate remedy. If Contractor fails to obtain the court order enjoining disclosure prior to the deadline for responding to the request for documents, the Counties may release the identified requested information on the date specified without penalty or liability. The Counties reserve the right to also seek reimbursement for all costs and expenses incurred by the Counties in their refusal to produce Contractor's confidential documents.

11.7 Compliance with State Requirements.

11.7.1 As part of its nondisclosure obligations, Contractor shall comply and require its officers and employees to comply with the provisions of Sections 10850 and 18909 of the Welfare and Institutions Code, Division 19 of the California Department of Social Services Manual of Policies and Procedures, and all other statutory laws relating to privacy and confidentiality.

11.7.2 Contractor will keep confidential and not open to examination, for any purpose not directly connected with the administration of public social services, any applications and records concerning any individual made or kept by a public officer or agency in connection with the administration of the provision of the Welfare and Institutions Code relating to any form of public social services.

11.7.3 Contractor shall inform all of its employees, agents, subcontractors and partners of the above provision and that any person knowingly and intentionally violating the provisions of this State law is guilty of misdemeanor.

11.8 Written Staff Agreements. Contractor agrees to cause Staff to which Contractor makes available (as permitted by this Agreement) Counties', and the State's Confidential Information to agree in writing to observe and perform all provisions of this Section 11 applicable to such Staff.

11.9 Subpoena. In the event that a subpoena or other legal process in any way concerning the Counties' or any County's Confidential Information is served upon Contractor, then Contractor agrees to notify the Counties within 24 hours following receipt of such subpoena or other legal process and to cooperate with the Counties or any County in any lawful effort by the Counties or any County to contest the legal validity of such subpoena or other legal process. In the event that a subpoena or other legal process in any way concerning Contractor's Confidential Information is served upon the Counties or any County, then the Counties or any such County, as applicable, agree to notify Contractor within 24 hours following receipt of such subpoena or other legal process and to cooperate with Contractor in any lawful effort by Contractor to contest the legal validity of such subpoena or other legal process.

11.10 Survival. The provisions of this Section 11 shall remain in effect following the termination or expiration of this Agreement.

12. Dispute Resolution.

12.1 Good Faith Efforts. The parties shall attempt in good faith to promptly resolve any dispute, controversy or claim arising out of or relating to this Agreement through negotiations between senior management of the parties and their designees. If the dispute cannot be resolved within 15 Days of initiating such negotiations or such other time period mutually agreed to by the parties in writing, the parties shall promptly (and in any case within five business days) initiate negotiations between the then-current Chair, Vice-Chair, Co-Chair or other leadership of the Board of Directors of the Counties and Contractor's representative and

their designees. If the dispute cannot be resolved within 15 Days of initiating such negotiations or such other time period mutually agreed to by the parties in writing, either party may terminate the dispute resolution negotiations.

12.2 Continued Performance. Contractor and the Counties agree that, the existence of a dispute notwithstanding, they will continue without delay to carry out all their respective responsibilities and obligations under this Agreement and shall have the right to exercise their rights and remedies.

13. Additional Indemnifications.

13.1 Intellectual Property.

13.1.1 Contractor shall, at its expense, defend, indemnify, and hold harmless the Counties and their employees, officers, directors, contractors and agents, and the State from and against any third-party claim or action against the Counties which is based on a claim that any Deliverable or any part thereof under this Agreement infringes a patent, copyright, trademark, or other proprietary right or misappropriates a trade secret, and Contractor shall pay all losses, liabilities, damages, penalties, costs, fees (including reasonable attorneys' fees) and expenses caused by or arising from such claim. The Counties shall promptly give Contractor notice of any such claim and shall cooperate in the defense of such claims at Contractor's expense. Notwithstanding the foregoing, the Counties shall have the right to participate in the defense of any such action and employ their own counsel in connection therewith, but the fees and expenses of such counsel shall be at the expense of the Counties unless:

13.1.1.1 the employment of such counsel shall have been authorized in writing by Contractor in connection with the defense of such action;

13.1.1.2 Contractor shall not have employed counsel to take charge of the defense of such action within a reasonable time after commencement of the action; or

13.1.1.3 the Counties shall have reasonably concluded that there may be defenses available to them which are different from or additional to those available to Contractor (in which case Contractor shall not have the right to direct the defense of such action on behalf of the Counties), in any of which events such fees and expenses shall be borne by the Counties.

13.1.2 In case the Deliverables, or any one or part thereof, are in such action held to constitute an infringement or misappropriation, or the exercise of the Counties' rights thereto is enjoined or restricted, Contractor shall, at its own expense and in the following order of priorities: (i) procure for the Counties the right to continue using the Deliverables; (ii) modify the Deliverables to comply with the Specifications and to not violate any intellectual property rights; (iii) or retrieve any or all Deliverables which are enjoined or restricted and other

Deliverables designated by the Counties upon receipt of notice from the Counties and refund the Charges for such Deliverables.

13.1.3 The foregoing states Contractor's sole obligation and the Counties' exclusive remedy with respect to any alleged infringement by all or part of the Deliverables.

13.1.4 Contractor shall not be liable to the extent claims of misappropriation of infringement arise from: (i) Contractor's compliance with any designs, Specifications or written instructions of the Counties and Contractor could not have avoided such claims through alternative products; (ii) any changes made by the Counties or any third party authorized by the Counties to make changes unless Contractor authorized such changes or gave instructions on how to make the changes or the Counties did so based on the advice of Contractor; (iii) failure to use software in accordance with the terms of the license, subject to prior receipt by the Counties from Contractor of the applicable license; or (iv) Counties' combination of any licensed software with any other licensed software not provided by Contractor, and such combination causes the alleged infringement.

13.2 General. Contractor shall, at its expense, indemnify, defend, and hold harmless the Counties, its employees, Boards of Supervisors, officers, directors, contractors and agents, both individually and collectively, from and against any losses, liabilities, damages, penalties, costs, obligations, fees, including without limitation reasonable attorneys' fees, and expenses from any claim, action, suit or judgment caused by or arising from: (i) the negligent acts or omissions or willful misconduct of Contractor, its officers, employees, agents, or Subcontractors, including but not limited for Property damage, bodily injury or death; and (ii) a breach or alleged breach of its obligations in Section 11. The Counties shall promptly give Contractor notice of such claim and shall cooperate in the defense of such claims at Contractor's expense.

14. Damages Disclaimers and Limitations.

14.1 The Counties' Disclaimer of Damages. THE COUNTIES SHALL NOT BE LIABLE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS AGREEMENT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS AND LOST BUSINESS OPPORTUNITIES.

14.2 The Counties' Limitation of Liability. IN NO EVENT SHALL THE COUNTIES' AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS AGREEMENT, EXCEED THE MAXIMUM AMOUNT IN EXHIBIT A.

14.3 Contractor's Disclaimers of Damages. EXCEPT AS PROVIDED IN SECTION 8.2, CONTRACTOR SHALL NOT BE LIABLE, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS AGREEMENT FOR CONSEQUENTIAL, INCIDENTAL, INDIRECT, OR SPECIAL DAMAGES, INCLUDING WITHOUT LIMITATION LOST PROFITS AND LOST BUSINESS OPPORTUNITIES.

14.4 Contractor's Limitation of Liability. EXCEPT AS PROVIDED IN SECTION 8.2, IN NO EVENT SHALL CONTRACTOR'S AGGREGATE LIABILITY TO THE COUNTIES UNDER THIS AGREEMENT, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR BY STATUTE OR OTHERWISE, FOR ANY CLAIM RELATED TO OR ARISING UNDER THIS AGREEMENT, EXCEED THE MAXIMUM AMOUNT IN EXHIBIT A.

14.5 Exceptions to Damages Limitations. THE DISCLAIMERS OF CERTAIN DAMAGES AND THE DAMAGES LIMITATIONS IN SECTIONS 14.3 AND 14.4 SHALL NOT APPLY TO DAMAGES, EXPENSES, LOSSES, FEES, LIABILITIES, COSTS OR OTHER AMOUNTS ARISING FROM CONTRACTOR'S INDEMNIFICATION OBLIGATIONS IN SECTIONS 4.3.4, 7.4, 13.1, 13.2, 16.20 AND 16.38.

14.6 Liability Among Counties. Except as specifically provided herein, Contractor acknowledges and agrees that each County is individually liable for the acts and omissions of its employees, agents and contractors, that there shall be no joint liability among or between the Counties, and that no individual County shall bear any liability for the acts or omissions of another County or its respective employees, agents, and contractors. Further, each individual County shall be responsible for the acts and omissions of its County employees or contractors participating on an ad hoc or part time basis on the Project. However, for actions taken on behalf of the Counties by any County employee or contractor contributed to the Counties and dedicated full time to this Project, the Counties shall be jointly liable in an allocation as determined by the County share allocation methodology.

15. Termination.

15.1 Termination for Material Breach. If either party fails to cure any material breaches of this Agreement which are described in a written Notice from the other party within 30 Days of receipt of such Notice, this Agreement may be terminated immediately, in whole or in part, by Notice from the non-breaching party. In addition, if the Counties determine that a breach of the Agreement has occurred in Contractor's compliance with the conditions of this Agreement or if the Counties, in their reasonable judgment, have reason to believe that fraud, abuse, malfeasance, misfeasance or nonfeasance has occurred on the part of Contractor under this Agreement, and the situation is deemed by the Counties to merit corrective action, the Counties shall have the right to pursue termination of the Agreement in accordance with Section 15.1.

15.2 Termination for Convenience.

15.2.1 In addition to its other rights to terminate, the Counties may terminate this Agreement, in whole or in part for the Counties' convenience, by a minimum of 90 Days' Notice to Contractor.

15.2.2 During this 90-Day period, Contractor shall wind down and cease its Services as quickly and efficiently as reasonably possible, without performing unnecessary Services or activities and by minimizing negative effects on the Counties from such winding down and cessation of Services. If this Agreement is so terminated, the Counties shall be liable only for payment in accordance with the terms of this Agreement for Services rendered in accordance with the requirements of this Agreement prior to the effective date of termination.

15.2.3 In case of such termination for convenience, the Counties will pay to Contractor the agreed upon price, if separately stated, for Deliverables for which Acceptance has been given by the Counties, amounts for Services provided prior to the date of termination for which no separate price is stated and which are not associated with or related to a specific Deliverable for which Acceptance has been given, and amounts for Deliverables which are in development but which have not received Acceptance. The amounts for such Services and Deliverables in development but not accepted will be costs actually and reasonably incurred by Contractor thereof, as based on the hourly rates in Exhibit A, but such costs shall be no greater than the final Charges for each Deliverable. In the case of termination for convenience, Contractor shall promptly refund any prepaid annual Charges on a pro rata basis to the extent that they have not been depreciated, incurred or used through such date.

15.2.4 If it is determined for any reason the failure to perform is not within Contractor's control or not due to Contractor's fault, or negligence, the termination by the Counties under Sections 15.1 or 15.2 shall be deemed to be a termination for convenience under Section 15.2.

15.3 Suspension for Convenience

The Counties shall have the right at any time to order the Services of Contractor fully or partially stopped for its own convenience for up to 30 Days per year of the term at no additional cost above Contractor's Charges for its standard monthly Services to the Counties as described in Exhibit A. Contractor will receive Notice for such an order. The schedules for performing Contractor's obligations shall be delayed on a day-to-day basis to the extent the Counties have issued a stop work order to Contractor and such stop work order is causing delays in completing Services in accordance with such schedule. Contractor shall have the right to submit claims in accordance with the terms of Section 16.7, as a result of stop work orders issued under this Section. In addition, the parties shall discuss whether to revise the Agreement related to Performance Standards, liquidated damages, remedies, Key Staff, the Implementation of Software version updates and other relevant terms.

15.4 Termination for Conflict of Interest

The Counties may terminate this Agreement under Section 15.1 (Termination for Material Breach) by Notice to Contractor if the Counties determine, after due notice and examination, that Contractor has violated any laws regarding ethics in public acquisitions and procurement and performance of contracts, including but not limited to any creating a conflict of interest.

15.5 Termination for Withdrawal of Authority

In the event that the authority of the Counties to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Agreement and prior to normal completion, the Counties may terminate this Agreement under Section 15.2 (Termination for Convenience), in whole or in part. This Section shall not be construed so as to permit the Counties to terminate this Agreement in order to acquire similar Services from a third party.

15.6 Termination for Non-allocation of Funds

If funds are not allocated to continue this Agreement in any future period, the Counties may terminate this Agreement under Section 15.2 (Termination for Convenience). The Counties will not be obligated to pay any further Charges for Services or Charges for such future period, but the Counties shall make payments for Services, Deliverables and Contractor's costs as provided in Section 15.2.3, subject to the Counties' availability of funding therefor. The Counties agree to notify Contractor of such non-allocation at the earliest reasonable time. No penalty shall accrue to the Counties in the event this Section shall be exercised.

15.7 Termination for Insolvency

Counties may, by Notice to Contractor and failure by Contractor to rectify any of the conditions described below in this Section within 30 Days following such notice, terminate this Agreement forthwith in the event Contractor shall be dissolved or shall sustain the loss, cancellation or forfeiture of its legal status or good standing by reason of any judicial, extra-judicial or administrative proceedings or Contractor shall:

15.7.1 Apply for or consent to the appointment of a receiver, trustee, or liquidator of Contractor for all or a substantial part of Contractor's assets;

15.7.2 Be able to, or admit in writing its inability to, pay its debts as they mature;

15.7.3 Make a general assignment for benefit of creditors;

15.7.4 Be adjudicated bankrupt or insolvent;

15.7.5 File a voluntary petition in bankruptcy or a petition or answer seeking reorganization or an arrangement for the benefit of creditors or take advantage of any insolvency law in its capacity as a debtor;

15.7.6 Interpose an answer admitting the material allegations of the petition filed against Contractor in any bankruptcy, reorganization, receivership, insolvency or any similar proceedings; and/or

15.7.7 Take any action for the purpose of effecting any of the foregoing.

15.8 Termination Procedure

15.8.1 After receipt of a Notice of termination in whole or in part, and except as otherwise directed by the Counties, Contractor shall:

15.8.1.1 Stop work under this Agreement on the date, and to the extent specified in the Notice;

15.8.1.2 Place no further orders or subcontracts for materials, Services, or facilities except as may be necessary for completion of such portion of the work under this Agreement that is not terminated;

15.8.1.3 As soon as practicable, but in no event longer than 30 Days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Counties to the extent required, which approval or ratification shall be final for the purpose of this Section.

15.8.1.4 Complete performance of such part of this Agreement as shall not have been terminated by the Counties;

15.8.1.5 Take such action as may be necessary, or as the Counties' Executive Director may direct, for the protection and preservation of the Property related to this Agreement which is in the possession of Contractor and in which the Counties have an interest;

15.8.1.6 Transfer title to the Counties and deliver in the manner, at the times, and to the extent directed by the Counties' Executive Director, any Property which is required to be furnished to the Counties and which has been accepted or requested by the Counties; and

15.8.1.7 Provide written certification to the Counties that Contractor has surrendered to the Counties all such Property.

15.9 Upon expiration of the Agreement or Contractor's receipt of notice of termination of the Agreement by the Counties, Contractor will provide any turnover assistance Services necessary to enable the Counties or designee to effectively close out the Agreement and move the work to another vendor or to perform the work by itself. The Counties shall pay on a time and materials basis at rates in the Agreement for turnover assistance, subject to mutual written agreement on such work to be performed, and Contractor agrees that any of its out-of-pocket costs, which will be reimbursed by the Counties, will not be marked up to include profits. Contractor shall perform Services as described in the RFP and the Response to assist in transitioning to another vendor.

16. General Conditions.

16.1 Americans With Disabilities Act

This Act (28 CFR Part 35, Title II, Subtitle A) prohibits discrimination on the basis of disability in all services, programs and activities provided to the public by State and local governments, except public transportation services. Contractor shall also comply with all applicable provisions of Title I (Employment) of the Americans with Disabilities Act. Contractor shall not discriminate on the basis of disability in connection with the Services, programs, and activities performed and provided under the Agreement. In addition, Contractor is not required to provide special needs equipment at no further cost for any County or the Counties and their employees.

16.2 Antitrust Violations

Contractor and the Counties recognize that overcharges resulting from antitrust violations are in actual economic practice usually borne by the Counties. Therefore, Contractor hereby assigns to the Counties any and all claims for such overcharges as to goods and services purchased in connection with this Agreement, except as to overcharges not passed on to the Counties resulting from antitrust violations commencing after the date of the bid, quotation, or other event establishing the Charges under this Agreement.

16.3 Assignment

Contractor may not assign or transfer this Agreement or any of its rights hereunder, or delegate any of its duties hereunder, without the prior written consent of the Counties' Executive Director. The Counties may assign this Agreement and may delegate their duties in whole or in part without the consent of Contractor. Any attempted assignment, transfer or delegation in contravention of this Section of the Agreement shall be null and void. This Agreement shall inure to the benefit of and be binding on the parties hereto and their permitted successors and assigns.

16.4 Authority

Neither party shall have authority to bind, obligate or commit the other party by any representation or promise without the prior written approval of the other party.

16.5 Binding Effect

Each party agrees that the Agreement binds it and each of its employees, agents, independent contractors, and representatives.

16.6 Business Registration

Contractor must be registered to conduct business in the State of California and with all applicable agencies, and Contractor shall provide the Counties with a copy of its business license on or before the Start Date of this Agreement.

16.7 Claims. Contractor must submit claims against the Counties within the earlier of one year of the date upon which Contractor knew of the existence of the claim or one year from expiration or termination of the Agreement. No claims shall be allowed unless Notice of such claim has been given within the above described time period. Such claims must be submitted to the Counties' Executive Director or his or her designee by Contractor in the form and with the certification prescribed by the Counties' Executive Director or his or her designee. Upon failure of Contractor to submit its claim within the time allowed, all rights to seek amounts due on account of such claims shall be waived and forever barred.

16.8 Compliance with Civil Rights Laws.

16.8.1 No individual shall be excluded from participation in, denied the benefits of, subjected to discrimination under, or denied employment in the administration of or in connection with any program provided by this Contract because of race, color, creed, marital status, religion, sex, sexual orientation, national origin, Vietnam era or disabled veteran's status, age, the presence of any sensory, mental or physical disability, or political affiliation or belief.

16.8.2 In the event of Contractor's noncompliance or refusal to comply with any civil rights or nondiscrimination law, regulation or policy, this Agreement may be rescinded, canceled or terminated in whole or in part under Section 15.1 (Termination for Material Breach), and Contractor may be declared ineligible for further contracts with the Counties. Contractor shall be given a reasonable time in which to cure noncompliance. In addition to the cancellation of this Agreement, Contractor may be subject to penalties under federal and State law.

16.9 Compliance with Health and Safety and Related Laws. Contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the fullest extent applicable. Contractor shall comply with all applicable local safety and health clearances, including fire clearances, for each site where Services are provided under the terms of this Agreement.

Contractor will comply with all applicable health laws and regulations, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 (“HIPAA”), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 (“the HITECH Act”), and regulations promulgated thereunder by the U.S. Department of Health and Human Services, 42 C.F.R. Part 2, and other applicable laws.

16.10 Darfur Contracting Act Certification

Pursuant to Public Contract Code section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a “scrutinized” company as defined in Public Contract Code section 10476.

16.11 Conflicts Between Documents; Order of Precedence. In the event there is a conflict between the documents comprising the Agreement, the following order of precedence shall apply:

16.11.1 The terms and conditions in the body of this Agreement;

16.11.2 Exhibit A (Financial Matters);

16.11.3 The RFP; and

16.11.4 The Response.

16.12 Cooperation of Parties. The parties agree to fully cooperate with each other in connection with the performance of their respective obligations and covenants under this Agreement.

16.13 Copeland Anti-kickback Act. Contractor acknowledges and agrees that: (i) it is subject to the Copeland “Anti-kickback” Act, Title 18 U.S.C. Section 874; and (ii) Contractor shall be fined by applicable law under this title or imprisoned not more than five years, or both by applicable law if, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever, Contractor induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment. Contractor also acknowledges and agrees that: (i) Contractor and each Subcontractor are subject to Title 40, U.S.C. (as amended) Sec. 3145, Regulations governing contractors and subcontractors; (ii) each week Contractor shall furnish the Counties with a statement with respect to the wages paid each Contractor and Subcontractor employee during the preceding week; and (iii) Section 1001 of Title 18 of the United States Code (Criminal Code and Criminal Procedure) shall apply to such statements.

16.14 Covenant Against Contingent Fees.

16.14.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any contract or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or a bona fide established commercial or selling agency of Contractor.

16.14.2 In the event of breach of this Section by Contractor, the Counties shall have the right to either annul or terminate this Agreement without liability to the Counties, or, in the Counties' discretion, deduct from payments due to Contractor, or otherwise recover from Contractor, the full amount of such commission, percentage, brokerage, or contingent fee.

16.15 Debarment and Suspension

16.15.1 Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions. As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110, by signing and submitting this Agreement, Contractor certifies that it and its principals (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; (b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in Section 16.15.1(b); and (d) have not within a three-year period preceding the Effective Date had one or more public transactions (federal, state, or local) terminated for cause or default. Contractor certifies that it will not contract with a subcontractor that is debarred or suspended. Contractor further agrees that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions," without modification in all lower tier transactions and in all solicitations for lower tier covered transactions.

16.15.2 For federally funded agreements in the amount of \$100,000 or more, Contractor agrees to certify that it and its principals are not debarred or suspended from federal financial assistance programs and activities. Contractor agrees to sign and return to the Counties the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion Lower Tier Transactions" (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17).

16.16 Domestic Partners. Contractor certifies that it is in compliance with Public Contract Code Section 10295.3 with regard to benefits for domestic partners. For contracts executed or amended after July 1, 2004, Contractor may elect to offer domestic partner

benefits to Contractor's employees in accordance with Public Contract Code Section 10295.3. However, Contractor cannot require an employee to cover the costs of providing any benefits, which have otherwise been provided to all employees regardless of marital or domestic status.

16.17 Drug Free Workplace Certification.

16.17.1 The Federal government implemented the Drug Free Workplace Act of 1988 in an attempt to address the problems of drug abuse on the job. It is a fact that employees who use drugs have less productivity, a lower quality of work, and a higher absenteeism, and are more likely to misappropriate funds or services. From this perspective, the drug abuser may endanger other employees, the public at large, or themselves. Damage to property, whether owned by this entity or not, could result from drug abuse on the job. All these actions might undermine public confidence in the services this entity provides. Therefore, in order to remain a responsible source for government contracts, the following guidelines have been adopted:

- a. The unlawful manufacture, distribution dispensation, possession or use of a controlled substance is prohibited in the work place.
- b. Violators may be terminated or requested to seek counseling from an approved rehabilitation service.
- c. Employees must notify their employer of any conviction of a criminal drug statue no later than five days after such conviction.
- d. Although alcohol is not a controlled substance, it is nonetheless a drug. It is the policy of the California WIC Program that abuse of this drug will also not be tolerated in the workplace.
- e. Contractors of federal agencies are required to certify that they will provide drug-free workplaces for their employees.

16.17.2 By signing this Agreement, Contractor hereby certifies under penalty of perjury under the laws of the State of California that Contractor will comply with the requirements of the Drug Free Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug free workplace by taking the following actions:

16.17.2.1 Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by California Government Code 8355(a).

16.17.2.2 Establish a Drug Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:

free workplace;

employee assistance programs; and

employees for drug abuse violations.

- (i) The dangers of drug abuse in the workplace;
- (ii) Contractor's policy of maintaining a drug
- (iii) Any available counseling, rehabilitation, and
- (iv) Penalties that may be imposed upon

16.17.2.3 Provide, as required by California Government Code Section 8355(c), that every employee who works on the Agreement:

- (v) Will receive a copy of the Contractor's drug free policy statement; and
- (vi) Will agree to abide by the terms of the Contractor's statement as a term of condition of employment on the Agreement.

16.17.2.4 Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future agreements by the Counties if the Counties determine that any of the following has occurred:

- (vii) Contractor has made false certification; or
- (viii) Violates the certification by failing to carry out the requirements as noted above.

16.17.3 In addition, Contractor agrees as follows to comply with the Drug Free Workplace Act of 1988:

16.17.3.1 The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the work place;

16.17.3.2 Violators may be terminated by the Counties or requested to seek counseling from an approved rehabilitation service;

16.17.3.3 Contractor and Subcontractor employees must notify Contractor or Subcontractor, respectively, of any conviction of a criminal drug statute no later than five days after such conviction; and

16.17.3.4 Contractor shall certify to the Counties that it shall provide drug-free workplaces for its employees.

16.18 Entire Agreement; Acknowledgement of Understanding. The Counties and Contractor acknowledge that they have read the Agreement, the attached Exhibits which are incorporated herein by this reference, and other documents incorporated into the Agreement by reference, understand them and agree to be bound by their terms and conditions. Further, the Counties and Contractor agree that the Agreement (including the Exhibits and documents incorporated into the Agreement by reference) are the complete and exclusive statement of the Agreement between the parties relating to the subject matter of the Agreement and supersede all letters of intent or prior contracts or prior representations, oral or written, between the parties relating to the subject matter of the Agreement.

16.19 Environmental Protection Standards General. Contractor shall comply with Section 306 of the Clean Air Act, Section 309 of the Clean Water Act, Executive Order 11246 of the Equal Employment Opportunity, and Environmental Protection Agency Regulations (40 C.F.R. Part 15)

16.19.2 The Clean Air Act, Section 306

- a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

- d. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606].
- e. The Counties may extend this prohibition to other facilities owned or operated by Contractor.

16.19.3 The Clean Water Act.

- a. No federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:
 - (1) Requiring each agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and
 - (2) Setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

- d. The President exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.
- f. (1) No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section.
(2) In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).

16.20 Fair Labor Standards. Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless the Counties, its officers, employees and agents from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to the Federal Fair Labor Standards Act for work performed by Contractor's employees for which the Counties may be found jointly or solely liable

16.21 Force Majeure

Neither Contractor nor the Counties shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except third parties do not include Subcontractors, suppliers or vendors of Contractor, e.g., telecommunications services vendors for the Network, or subcontractors, suppliers or vendors of the Counties), except to the extent such third party entities experience an event beyond its reasonable control and without the fault or negligence of such entity.

16.22 Governing Laws

This Agreement shall be governed in all respects by the law and statutes of the State of California, without reference to conflict of law principles. The exclusive jurisdiction and venue of any action hereunder shall be in the State or Federal courts in the County of Sacramento. Contractor accepts the personal jurisdiction of such courts

16.23 Headings

The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement

16.24 Independent Status of Contractor

Contractor will perform all work and Services herein as an independent contractor and not as an officer, agent, servant or employee of Counties. Likewise, the Counties will perform all work and services herein as an independent contractor and not as an officer, agent, servant or employee of Contractor. None of the provisions of this Agreement is intended to create, nor shall be deemed or construed to create, any relationship between the parties other than that of independent parties contracting with each other for the purpose of effecting the provisions of this Agreement. The parties are not, and will not be construed to be in a relationship of joint venture, partnership or employer-employee. Neither party has the authority to make any statements, representations or commitments of any kind on behalf of the other party, or to use the name of the other party in any publication or advertisements, except with the written consent of the other party or as explicitly provided herein. Contractor will be solely responsible for the acts and omissions of its officers, agents, employees, contractors and subcontractors, if any.

16.25 Licensing Standards

Any licenses, certificates, or permits required by the Federal, State, County, or municipal governments for Contractor to provide the Services described in the Agreement must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to drivers' licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and remain in full force by Contractor at no expense to the Counties.

16.26 Litigation

16.26.1 Notice of Litigation. Contractor shall promptly notify the Counties in the event that Contractor learns of any actual litigation in which it is a party in a case which involves Services provided under this Agreement. Contractor shall promptly, after being served with a summons, complaint, or other pleading which has been filed in any federal or State court or administrative agency, deliver copies of such document(s) to the Counties' Executive Director. The term "litigation" includes but is not limited to an assignment for the benefit of creditors and filings in bankruptcy, reorganization or foreclosure

16.26.2 Costs. In the event that the Counties are, without any fault on their part, made a party to any litigation commenced by or against Contractor in connection with

this Agreement, Contractor shall pay all costs and expenses incurred by or imposed on the Counties, including attorneys' fees, to the extent arising from the acts or omissions of Contractor, its officers, employees, agents, or Subcontractors

16.26.3 Lobbying Restrictions.

16.26.3.1 Federal Restrictions. Contractor shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 U.S.C. § 1352) and any implementing regulations, and shall be responsible for ensuring that all Subcontractors or sub-grantees of funds provided under this Agreement also fully comply with all such certifications and disclosure requirements.

16.26.3.2 State and County Restrictions. Contractor shall be responsible for its lobbyists' compliance with Federal, State and County lobbyist laws and regulations in connection with their lobbyist activities related to this Agreement. Failure of any such lobbyist to fully comply with such statutes, regulations, and ordinances constitutes a material breach of this Agreement by Contractor.

16.26.3.3 Certification Regard Lobbying. 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 the State to perform services, the Contractor agrees to sign and submit to the State the 'Certification Regarding Lobbying' form. (Section 1352, Title 31 of the U.S. Code)

16.26.3.4 Contractor acknowledges that the Anti-Lobbying Act prohibits the recipients of federal contracts, grants, and loans from using appropriated funds for lobbying the Executive or Legislative Branches of the federal government in connection with a specific contract, grant, or loan. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82, Contractor certifies that:

(i) No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor 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 making of any federal grant, the entering into of any cooperative agreement, and the extension(s), continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;

(ii) 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 cooperative agreement, Contractor shall complete and submit Standard Form – LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and

(iii) Contractor shall require that the language of this certification in Section 16.26.3.4 be included in the award documents for all sub-awards at all (including but not limited to sub-grants, contracts under grants and cooperative agreements, and Subcontractor subcontracts) and that all Subcontractors shall certify and disclose accordingly.

16.27 Modifications and Amendments

16.27.1 No modification, amendment, alteration, addition or waiver of any Section or condition of this Agreement shall be effective or binding unless it is in writing and signed by an authorized representative of Contractor and the Counties' Executive Director or designee if there is not an increase or decrease to the Maximum Amount. If there is an increase or decrease to the Maximum Amount, then the County's Executive Director or designee must obtain approval from the County Board of Supervisors or their delegates before any such increase or decrease is effective. In no event will Contractor be required to perform services above the Maximum Amount if approval has not been received.

16.27.2 Only the Counties' Executive Director or authorized delegate by writing (with the delegation to be made prior to action) shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement on behalf of the Counties. Furthermore, unless otherwise provided herein, any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding until made in writing and signed by an authorized representative of Contractor and the Counties' Executive Director or designee if there is not an increase or decrease to the Maximum Amount therefrom. If there is an increase or decrease to the Maximum Amount, then Counties' Executive Director or designee must obtain approval from the County's Board of Supervisors or their delegates before any such increase or decrease is effective.

16.27.3 Contractor shall notify the Counties of the names of individuals who have authority to bind Contractor to modifications to the Agreement and of the limits of such authority at the time Contractor submits its Response and at such other times as required. The State reserves the right to review and approve all amendments to the Agreement.

16.28 Nondiscrimination

16.28.1 During the performance of this Agreement, Contractor, its agents, officers, employees and Subcontractors shall not unlawfully discriminate, harass or allow harassment, against any employee, applicant for employment, or person receiving services under this Agreement because of sex, race, color, ancestry, religious creed, national origin, physical disability (including HIV or AIDS), medical conditions (cancer), mental handicap, marital status, age (over 40), political affiliation, sexual orientation (for Contractor's employees and Subcontractors located in California), or denial of family care leave. In addition, in accordance with Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented by the Department of Labor Regulations (41 CFR

Part 60), Contractor shall not discriminate in employment decisions on the basis of race, color, religion, sex, or national origin and shall take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

16.28.2 Contractor, its agents, officers, employees and subcontractors shall insure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment. Contractor and its agents, officers, employees and subcontractors shall comply with all federal and applicable State nondiscrimination laws, including but not limited to: Title VII of the Civil Rights Act, 42 U.S.C. § 12101, *et seq.*; the Americans with Disabilities Act (ADA); and the provisions of the Fair Employment and Housing Act (Government Code Section 12900, *et seq.*) and the applicable regulations promulgated thereunder in the California Code of Regulations (Title 2, Section 7285.0, *et seq.*). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, CDSS Manual of Policies and Procedures, Division 21, and Welfare and Institutions Code, Section 10000 are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor, its agents, officers, employees and subcontractors shall also abide by the Federal Civil Rights Act of 1964 (P.L. 88-352) and all amendments thereto and all administrative rules and regulations issued pursuant to said Act. Contractor further agrees to abide by the Counties' nondiscrimination policy. Contractor and its subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements.

16.28.3 Contractor shall include the nondiscrimination and compliance provisions of this Section in agreement with all Subcontractors to perform work under this Agreement.

16.29 Non-Waiver. Except as otherwise specifically provided herein, any failure or delay by either party to exercise or partially exercise any right, power or privilege under the Agreement shall not be deemed a waiver of any such right, power, or privilege under the Agreement. Any waivers granted by a party for breaches hereof shall not indicate a course of dealing of excusing other or subsequent breaches. One party's pursuit or non-pursuit of a remedy under this Agreement for the other party's breach of its obligations will neither constitute a waiver of any such remedies or any other remedy that a party may have at law or equity for any other occurrence of the same or similar breach, nor estop a party from pursuing such remedy

16.30 Notices.

16.30.1 Except as otherwise permitted herein, any notice or demand or other communication required or permitted to be given under this Agreement or applicable law shall be effective if and only if it is in writing, properly addressed, and either delivered in person, or by a recognized courier service, or deposited with the United States Postal Service as first-class mail, postage prepaid, certified mail, return receipt requested, to the parties at the following addresses:

The Counties:

Welfare Client Data System Consortium
Executive Director
8060 Foothills Blvd., MS 5687
Roseville, CA 95747

Email: Hali.Reyes@CALWIN.ORG

Contractor: Infosys Public Services

Title: Deependra Singh
Address: Inc., 6100, Suite 200
Tennyson Parkway
Plano, TX 75024

Email: Deependra_singh@infosys.com

16.30.2 Notices shall be effective upon receipt or four business days after mailing, whichever is earlier. The Notice address as provided herein may be changed by Notice given as provided above

16.31 Pro Children Act of 1994

Contractor shall comply with Public Law 103-227, Part C – Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994

16.32 Publicity

The award of this Agreement to Contractor is not in any way an endorsement of Contractor or Contractor's Services by the Counties and shall not be so construed by Contractor in any advertising or publicity materials. Contractor agrees to submit to the Counties' Executive Director in advance all advertising, sales promotion, and other publicity matters relating to this Agreement wherein the Counties' name is mentioned or language used from which the connection of the Counties' name therewith may, in the Counties' judgment, be inferred or implied. Contractor further agrees not to publish or use such advertising, sales promotion, or publicity matter without the prior written consent of the Counties. Contractor shall not in any way contract on behalf of or in the name of the Counties. Nor shall Contractor release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning this project without obtaining the prior written approval of the Counties.

16.33 Recycling

Contractor shall use recycled and recyclable products, whenever practicable, in fulfilling the terms of this Agreement. Recycled printed products shall include a symbol identifying the recycled material

16.34 Remedies

Unless a remedy is specifically designated as exclusive, no remedy conferred by any of the specific provisions of the Agreement is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies by either party shall not constitute a waiver of the right to pursue other available remedies

16.35 Severability

If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

16.36 Sovereign Immunity

The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver by the Counties of any immunities from suit or from liability that the Counties may have by operation of law

16.37 State Energy Conservation Plan

Contractor agrees to recognize and comply with the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan Title 23 and 24, the California Code of Regulations, as required by the U.S. Energy, Policy and Conservation Act (P.L. 94-165)

16.38 Subcontractors

16.38.1 Contractor may, with prior written permission from the Counties' Executive Director, which consent shall not be unreasonably withheld, enter into subcontracts with third parties for its performance of any part of Contractor's duties and obligations. Subject to the other provisions of this Section, the Counties expressly consent to Contractor's use of the Subcontractors designated in its Response for the provision of the Services specified in the Response. Any such approval may be rescinded in the Counties' sole discretion.

16.38.2 Contractor is responsible and liable for the proper performance of and the quality of any work performed by any and all Subcontractors and their compliance with the Agreement and the subcontract terms and conditions. In no event shall the existence of

a subcontract operate to release or reduce the liability of Contractor to the Counties for any breach in the performance of Contractor's duties. In addition, Contractor's use of any Subcontractor shall not cause the loss of any warranty from Contractor. All subcontracts will be made in writing and copies provided to the Counties upon request. The Counties have the right to refuse reimbursement for obligations incurred under any subcontract that do not comply with the terms and conditions of this Agreement.

16.38.3 For purposes of this Agreement, Contractor agrees to indemnify, defend, and hold the Counties harmless from and against any and all claims, actions, losses, liabilities, damages, costs and expenses (including reasonable attorney fees) arising out of or related to acts or omissions of Contractor's Subcontractors, their agents, or employees.

16.38.4 For any Subcontractor, Contractor shall include in the Subcontractor's subcontract substantially similar terms as are provided in Sections 4.5 (Reference and Background Checks), 4.6 (Records Retention and Access Requirements), 10 (Insurance), and 11 (Confidential Information).

16.38.5 Upon expiration or termination of this Agreement for any reason, the Counties will have the right to enter into direct agreements with any of the Subcontractors. Contractor agrees that its arrangements with Subcontractors will not prohibit or restrict such Subcontractors from entering into direct agreements with the Counties.

16.39 Subpoena

In the event that a subpoena or other legal process in any way concerning the Counties' or any County's Confidential Information is served upon Contractor, then Contractor agrees to notify the Counties within 24 hours following receipt of such subpoena or other legal process and to cooperate with the Counties or any County in any lawful effort by the Counties or any County to contest the legal validity of such subpoena or other legal process. In the event that a subpoena or other legal process in any way concerning Contractor's Confidential Information is served upon the Counties or any County, then the Counties or any such County, as applicable, agree to notify Contractor within 24 hours following receipt of such subpoena or other legal process and to cooperate with Contractor in any lawful effort by Contractor to contest the legal validity of such subpoena or other legal process.

16.40 Survival

All Services performed and Deliverables provided pursuant to the authority of this Agreement are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive. In addition, the terms of Sections 4.6 (Records Retention and Access Requirements), Section 4.7 (Accounting Requirements), Section 7.4 (Legal and

Regulatory Compliance), and Sections 10-11 and 13-16 shall survive the termination of this Agreement


16.41 Waiver

Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Agreement shall be held to be waived, modified or deleted except by a written instrument signed by the parties hereto.

This Agreement may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Agreement signed by the parties, for all purposes. In witness thereof, this Agreement is effective as of the Agreement Effective Date.

Infosys Public Services, Inc.

"California Corporations Code section 313 requires that contracts with a corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president, and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer, unless the contract is accompanied by a certified copy of the corporation's Board of Directors' resolution authorizing the execution of the contract."

By  _____

Title CEO

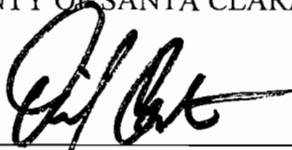
Printed Name Eric Paternoster

Dated 9/29/2017

THE WCDS CONSORTIUM COUNTIES

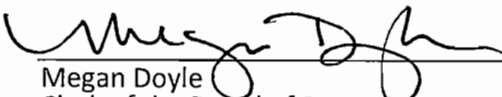
ATTEST:

COUNTY OF SANTA CLARA

By 
Dave Cortés, President
Board of Supervisors

Dated DEC 12 2017

ATTEST


Megan Doyle
Clerk of the Board of Supervisors
Dated: DEC 12 2017

APPROVED AS TO FORM AND LEGALITY

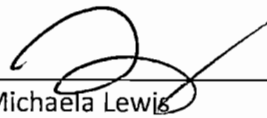

Michaela Lewis
Deputy County Counsel
Dated: 11/30/17

EXHIBIT A – FINANCIAL MATTERS

FINANCIAL MATTERS

1. **Maximum Amount.** The Maximum Amount shall be each of the following amounts during their respective time periods:

a. During the initial five-year term, the Maximum Amount shall not exceed: (1) \$15,384,829; for base QA services (2) plus up to \$2,000,000 per year in funding authorized by the State and federal agencies for Oversight and Support Services: (i) which are subject to authorization by the Counties' Executive Director; and (ii) which shall be contingent upon the Counties' receipt of State funding for such other services.

b. During the two-year optional renewal period, if the Counties renew the term pursuant to Section 2 of the Agreement, the Maximum Amount shall not exceed: (1) the amount of the Maximum Amount during the initial five-year term; (2) plus \$6,579,390; (3) plus up to \$2,000,000 per year in funding authorized by the State and federal agencies for other services which are subject to authorization by the Counties' Executive Director; and (ii) which shall be contingent upon the Counties' receipt of State funding for such other services.

c. During the one-year optional renewal period, if the Counties renew the term pursuant to Section 2 of the Agreement, the Maximum Amount shall not exceed: (1) the amount of the Maximum Amount during the initial five-year term; (2) plus the amount of the two-year optional renewal period per section b. above; (3) plus \$3,385,775; (4) plus up to \$2,000,000 per year in funding authorized by the State and federal agencies for other services which are subject to authorization by the Counties' Executive Director; and (ii) which shall be contingent upon the Counties' receipt of State funding for such other services.

2. Hourly Rates

	Base Period					Optional Extensions		
	Year 1	Year 2	Year 3	Year 4	Year 5	Year 1	Year 2	Year 3
Project Director	\$126.00	\$129.00	\$131.00	\$134.00	\$137.00	\$139.00	\$142.00	\$145.00
UAT Manager	\$89.00	\$91.00	\$92.00	\$94.00	\$96.00	\$98.00	\$100.00	\$102.00
Testing Manager	\$89.00	\$91.00	\$92.00	\$94.00	\$96.00	\$98.00	\$100.00	\$102.00
Tester #1	\$67.00	\$69.00	\$70.00	\$71.00	\$73.00	\$74.00	\$76.00	\$77.00
Tester #2	\$67.00	\$69.00	\$70.00	\$71.00	\$73.00	\$74.00	\$76.00	\$77.00
Tester #3	\$67.00	\$69.00	\$70.00	\$71.00	\$73.00	\$74.00	\$76.00	\$77.00
Tester #4	\$67.00	\$69.00	\$70.00	\$71.00	\$73.00	\$74.00	\$76.00	\$77.00
Tester #5	\$67.00	\$69.00	\$70.00	\$71.00	\$73.00	\$74.00	\$76.00	\$77.00
CalHEERS Lead	\$79.00	\$81.00	\$83.00	\$84.00	\$86.00	\$88.00	\$89.00	\$91.00
CalHEERS Tester	\$67.00	\$69.00	\$70.00	\$71.00	\$73.00	\$74.00	\$76.00	\$77.00
Administrative	\$67.00	\$69.00	\$70.00	\$71.00	\$73.00	\$74.00	\$76.00	\$77.00
Administrative Fiscal	\$67.00	\$69.00	\$70.00	\$71.00	\$73.00	\$74.00	\$76.00	\$77.00
Application Lead	\$79.00	\$81.00	\$83.00	\$84.00	\$86.00	\$88.00	\$89.00	\$91.00
Client Correspondence Lead	\$89.00	\$91.00	\$92.00	\$94.00	\$96.00	\$98.00	\$100.00	\$102.00
Technical Lead (Operations)	\$79.00	\$81.00	\$83.00	\$84.00	\$86.00	\$88.00	\$89.00	\$91.00
Project Manager Special Projects	\$89.00	\$91.00	\$92.00	\$94.00	\$96.00	\$98.00	\$100.00	\$102.00
Project Manager Special Projects	\$89.00	\$91.00	\$92.00	\$94.00	\$96.00	\$98.00	\$100.00	\$102.00
Project Manager Special Projects	\$89.00	\$91.00	\$92.00	\$94.00	\$96.00	\$98.00	\$100.00	\$102.00

3. Charges (\$).

	Total Initial 5 Year Term	2 Year Optional Renewal Period	1 Year Optional Renewal Period	Total Agreement 8 Year Term
	12/1/2017 – 11/30/2022	12/1/2022-11/30/2024	12/1/2024 – 11/30/2025	12/1/2017 – 11/30/2025
Contractor Staff Charges	\$14,897,016	\$6,384,265	\$3,288,212	\$24,569,493
Contractor Travel Charges	\$487,813	\$195,125	\$97,562	\$780,500
Other Services Charges**	\$10,000,000	\$4,000,000	\$2,000,000	\$16,000,000
Total Contractor Charges	\$25,384,829	\$10,579,390	\$5,385,774	\$41,349,993

* ** Other Services Charges are projected; the Charges shall be based on actual Services performed in accordance with the Agreement and Deliverables that receive Acceptance and shall be contingent upon the Counties' receipt of State funding for such Premise and other grants.

EXHIBIT B - DELIVERABLES

1. **Overview.** The Statement of Work hereby incorporates by reference the Response.

2. **Deliverables**

2.1. The Deliverables Contractor will provide to the Counties during the course of Contractor's performance under this Agreement are:

QA Vendor Deliverables	Due Date
1. Weekly internal risk and issues report – to make management aware of the latest risk and issues assessment	Every Monday, 9:00 am (exceptions for holidays)
2. Monthly QA Status Report	10th business day of the following month (i.e. report covering January 2018 is due the 10th business day of February 2018)
3. Monthly QA Work Plan	10th business day of the following month
4. Monthly SLA Report – Independent report-out of monthly performance on all existing M&O Vendor service level agreements, draft liquidated damages calculation	10th business day of the following month
5. Weekly UAT progress report during UAT periods – tracking the progress of County UAT efforts against plans; notate any problem CRs that are having difficulty passing scripts or showing defects	Monday 9:00 am during UAT periods
6. Service Request Trend analysis – monitors the M&O Vendor's progress on SR resolution and provides analysis on aging and trends	Last business day of the following month
7. Monthly OPAC report – QA analysis and risk and issue summaries for County sponsors (operational level)	10th business day of the following month
8. Monthly Board of Directors report – A higher level summary of the OPAC report for the county sponsors (Director level)	3rd business day of the following month

QA Vendor Deliverables	Due Date
9. QA section of Monthly Executive Summary Report – 1-2 page summary of the most pressing or most important items from QA/Risk/Issues perspective	3rd business day of the following month
10. Annual review of all relevant Standard Operating Procedure (SOP) and Project Control Document (PCD) sub-documents – Reviews annual updates to policy and procedure, planning, and systems documentation	Per approval schedule published with each document
11. Semi-annual health assessment report	By June 30 and December 31 each year
12. Periodic reports on assessment of efforts from Strategic Architecture Committee – provide opinion and recommendation for software currency and upgrade/migration paths; hardware upgrades and capacity planning; data center changes; disaster recovery; and security	As needed
13. Monthly reports on security incidents and assessments	10th business day of the following month
14. Special ad hoc analysis as requested by Executive Director of Board of Directors	As needed
15. Monthly Review of the M&O Vendor's Work Plan	10th business day of the following month
16. Quarterly Review of the M&O Vendor's Requirements Traceability Matrix	By October 1, January 1, April 1, and July 1 for the previous quarter (i.e. July-August-September quarter is due October 1)

Other deliverables may be assigned during the term of the agreement; due date will be established at the time of assignment.