

CalSAWS CENTRAL PRINT SERVICES

AGREEMENT

BETWEEN

CalSAWS CONSORTIUM

AND

GAINWELL TECHNOLOGIES LLC

TABLE OF CONTENTS

RECITALS	1
1. CONTRACT INTERPRETATION	2
1.1 The terms and conditions in the body of this Agreement, which shall include all exhibits, which are hereby incorporated by reference;	2
1.2 The Request for Proposal (RFP) for the Central Print Services Project; and	2
1.3 CONTRACTOR's Proposal submitted in response to the RFP.	2
2. DEFINITIONS	2
2.1 Acceptance	2
2.2 Agreement	2
2.3 Backup Print Facilities	2
2.4 Backup Print Services	2
2.5 CalSAWS Consortium (or Consortium)	3
2.6 CalSAWS Migration	3
2.7 CalSAWS System	3
2.8 Cal-WIN System	3
2.9 C-IV System	3
2.10 Central Print Facilities	3
2.11 Central Print Services	3
2.12 Charge(s)	3
2.13 Change Order	4
2.14 Confidential Information	4
2.15 Contract Sum	4
2.16 CONTRACTOR	4
2.17 Cosmetic Deficiency	4
2.18 Counties	4
2.19 County	4
2.20 Data	5
2.21 Day	5
2.22 Deficiency	5
2.23 Deliverable	5
2.24 Deliverable Expectation Document (DED)	5

2.25	Design, Development and Implementation (DD&I).	5
2.26	Documentation.	5
2.27	Execution Date.	6
2.28	Executive Director.	6
2.29	Extended Term.	6
2.30	Final Acceptance.	6
2.31	Initial Term.	6
2.32	Key Personnel.	6
2.33	Mailers.	6
2.34	Maintenance and Operations (M&O).	6
2.35	Notice.	7
2.36	Price Proposal.	7
2.37	Print Facilities.	7
2.38	Print Facilities Hardware.	7
2.39	Print Facilities Software.	7
2.40	Print Services.	7
2.41	Print Services M&O Plan.	7
2.42	Print Services Testing.	7
2.43	Print Services Work Plan.	8
2.44	Project.	8
2.45	Project Director.	8
2.46	Project Report(s).	8
2.47	Request for Proposal (RFP).	8
2.48	Schedule.	8
2.49	Services.	8
2.50	Specifications.	8
2.51	Staff.	9
2.52	Start Date.	9
2.53	State.	9
2.54	Statement of Work.	9
2.55	Subcontractor.	9
2.56	Total Maximum Contract Sum.	9
2.57	Welfare Client Data Systems (WCDS) Consortium.	9
3.	INDEPENDENT CONTRACTOR STATUS.	9

4.	CONTRACT TERM.....	10
4.1	DD&I and Initial M&O Phase.....	10
4.2	Extended Term.....	10
5.	SCOPE OF CONTRACT WORK; print services DELIVERABLES and services....	10
5.1	General.	10
5.2	Facilities Planning, Preparation, and Management.....	11
5.3	Design, Development, and Implementation (DD&I).....	11
5.4	Performance Verification and Validation.	14
5.5	Final Acceptance.....	15
5.6	Maintenance and Operations (M&O).....	15
5.7	Print Services Deliverables.	19
5.8	Deliverable Acceptance.	23
5.9	Representations Regarding Print Services Deliverables.....	25
5.10	Orders for Services for Counties.....	25
6.	Project Management and staffing.....	26
6.1	General.	26
6.2	CONTRACTOR Print Services Manager.....	26
6.3	Minimum Qualifications for Print Services Project Manager.....	27
6.4	Print Facilities Operations Manager.	27
6.5	Minimum Qualifications for Print Facilities Operations Manager.	28
6.6	Print Facilities On-Site Customer Services Liaisons.	28
6.7	Minimum Qualification for Print Facilities On-Site Customer Services Liaisons. 29	
6.8	CONTRACTOR Project Staff.	29
6.9	Subcontractors.	31
6.10	Accounting Requirements.....	31
6.11	Records Retention and Access Requirements.	32
6.12	Inspections.....	32
6.13	Staff Background Checks.	33
6.14	Supplemental Contracts.....	33
7.	PAYMENTS; INVOICING; AND RELATED FINANCIAL TERMS.....	34
7.1	Total Maximum Contract Sum.....	34
7.2	No Increases.	36
7.3	Costs Excluded From Total Maximum Contract Sum.....	36
7.4	Invoices.	36

7.5	Payments.....	37
7.6	Funding.....	37
7.7	Overpayments to CONTRACTOR.....	38
7.8	Advance Payments Prohibited.....	38
7.9	Credits.....	38
7.10	No Additional Consideration.....	38
8.	CHANGE ORDERS.....	39
8.1	General.....	39
8.2	Issuance of Change Orders.....	39
8.3	CONTRACTOR Proposal.....	39
8.4	Agreement on Change Order.....	40
8.5	Disagreement on Change Order.....	40
8.6	Termination and/or Use of Third Party.....	40
9.	CONSORTIUM PROPERTY.....	41
9.1	Ownership.....	41
9.2	Use of Property.....	41
9.3	Damage to Property.....	41
9.4	Notice of Damage.....	41
9.5	Surrender of Property.....	41
10.	Ownership.....	42
10.1	Print Facility Hardware and Software.....	42
10.2	CONSORTIUM Ownership of Deliverables.....	42
10.3	Additional CONSORTIUM Ownership Rights.....	43
10.4	CONTRACTOR Ownership Rights.....	43
10.5	State and Federal Governments.....	43
10.6	Notices.....	44
11.	WARRANTIES, REPRESENTATIONS, AND CERTIFICATIONS.....	44
11.1	Project Deliverables Warranty.....	44
11.2	Project Services Warranty.....	44
11.3	Correction of Deficiencies.....	44
11.4	Warranty Work Response.....	45
11.5	Additional Warranties.....	46
11.6	Additional Representations.....	47
11.7	RESERVED.....	50

11.8	BREACH OF WARRANTY OBLIGATIONS.	50
12.	INDEMNIFICATION.....	51
12.1	General.	51
12.2	Intellectual Property Indemnification.	51
13.	LIQUIDATED DAMAGES.	52
13.1	Delays or Failures.	52
13.2	Key Personnel.....	52
13.3	Failure to Meet Key Milestones.....	53
13.4	Available Remedies.	54
13.5	Payments.	54
14.	ADDITIONAL LIABILITIES AND REMEDIES.	54
14.1	Withholding Payments.	54
14.2	Reductions in Payments Due.....	54
14.3	Cover.	55
14.4	Suspension Due to Breach.	55
14.5	Suspension for Convenience.	56
14.6	Limitation on Liability – CONSORTIUM.	56
14.7	Limitation on Liability – CONTRACTOR.	56
15.	CONFIDENTIAL DATA.....	57
15.1	Confidentiality of CONSORTIUM and Third Party Information.....	57
15.2	HIPAA Compliance.	58
15.3	Audit.....	58
15.4	Return.	58
15.5	Injunctive Relief.....	58
15.6	Exceptions.	59
15.7	Compliance with California Public Records Act.	59
15.8	Subpoena.	59
15.9	Survival.	60
16.	TERMINATION.....	60
16.1	Termination for Material Breach.....	60
16.2	Termination for Rejection of Print Services Deliverables.	60
16.3	Termination for CONSORTIUM's Nonpayment.....	60
16.4	Termination Remedies.	61
16.5	Termination for Convenience.	61

16.6	Termination for Withdrawal of Authority	62
16.7	Termination for Non-Allocation of Funds.....	62
16.8	Termination for Conflict of Interest.....	62
16.9	Termination Procedures.....	62
17.	INSURANCE	64
17.1	Liability and Auto Insurance.....	64
17.2	Workers' Compensation Coverage.....	65
17.3	Subcontractors.....	65
17.4	Cancellation.....	65
17.5	Insurance Documents.....	66
17.6	Increased Coverage.....	66
17.7	Cross Liability.....	66
18.	DISPUTE RESOLUTION.....	66
19.	GENERAL TERMS AND CONDITIONS.....	67
19.1	Americans With Disabilities Act.....	67
19.2	Antitrust Violations.....	67
19.3	Assignment.....	68
19.4	Authority.....	68
19.5	Binding Effect.....	68
19.6	Business Registration.....	68
19.7	Claims.....	68
19.8	Compliance with Civil Rights Laws.....	69
19.9	Compliance with Health and Safety and Related Laws.....	70
19.10	Darfur Contracting Act Certification.....	70
19.11	Cooperation of Parties.....	70
19.12	Copeland Anti-kickback Act.....	70
19.13	Covenant Against Contingent Fees.....	71
19.14	Debarment and Suspension.....	71
19.15	Domestic Partners.....	72
19.16	Drug Free Workplace Certification.....	72
19.17	Entire Agreement; Acknowledgement of Understanding.....	74
19.18	Environmental Protection Standards.....	74
19.19	Fair Labor Standards Act.....	76
19.20	Force Majeure.....	77

19.21	Governing Laws.....	77
19.22	Headings.....	77
19.23	Licensing.....	77
19.24	Litigation.	78
19.25	Lobbying Restrictions.....	78
19.26	Modifications and Amendments.....	79
19.27	Non-Waiver.....	80
19.28	Notices.....	80
19.29	Pro Children Act of 1994.....	81
19.30	Publicity.	81
19.31	Recycling.	82
19.32	Remedies.....	82
19.33	Severability.	82
19.34	Sovereign Immunity.....	82
19.35	State Energy Conservation Plan.....	82
19.36	Survival.....	82
19.37	Waiver.....	83
19.38	Counterparts.....	84

This Agreement (the "Agreement") is entered into as of April 16, 2021 (the "Execution Date"), by and between the California Statewide Automated Welfare System (CalSAWS) Consortium ("CONSORTIUM"), and any successor entity, and Gainwell Technologies LLC ("CONTRACTOR") (collectively, "Parties").

RECITALS

WHEREAS, the four (4) counties of Merced, Riverside, San Bernardino, and Stanislaus contractually joined together in December 1998 to create the California Statewide Automated Welfare System CONSORTIUM IV Joint Powers Authority (C-IV Consortium) that developed and implemented a system for the administration of certain public assistance programs; and

WHEREAS, in June 2007, the thirty-five (35) counties of Alpine, Amador, Butte, Calaveras, Colusa, Del Norte, El Dorado, Glenn, Humboldt, Imperial, Inyo, Kern, Kings, Lake, Lassen, Madera, Marin, Mariposa, Mendocino, Modoc, Mono, Monterey, Napa, Nevada, Plumas, San Benito, San Joaquin, Shasta, Sierra, Siskiyou, Sutter, Tehama, Trinity, Tuolumne, and Yuba joined the C-IV Consortium; and

WHEREAS the thirty-nine (39) C-IV counties administered certain public assistance programs through the California Automated Consortium Eligibility System (C IV System); and

WHEREAS Los Angeles County administered certain public assistance programs through a separate system known as the Los Angeles Eligibility, Automation Determination, Evaluation and Reporting (LEADER) Replacement System ("LRS"); and

WHEREAS, Los Angeles County joined the C-IV Consortium in compliance with California Assembly Bill ABX1 16 (2011); and

WHEREAS, the remaining eighteen (18) counties in California, 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, formed the CalWORKs Information Network (CalWIN) Consortium to administer certain public assistance programs in those counties through a separate system, the CalWIN System; and

WHEREAS, the CONSORTIUM has been established for the purpose of overseeing the consolidation of the three (3) current automated welfare systems (the C-IV System, LRS, and CalWIN System) for the purpose of implementing a single California Statewide Automated Welfare System ("CalSAWS System") in all fifty-eight (58) California counties; and

WHEREAS, the Counties currently are served by multiple print service providers as follows: Los Angeles County, the remaining C-IV Counties, 16 of the CalWIN Counties, Contra Costa County, and Tulare County.

WHEREAS, the CONSORTIUM desires to enter into an Agreement with a qualified vendor for the purpose of providing central print and mailing services supporting the new CalSAWS System.

WHEREAS, on July 8, 2020, the CONSORTIUM released a Request for Proposal (RFP) to solicit proposals from qualified vendors to design, develop, and implement central print and mailing services for the CalSAWS environment to include transitioning from multiple existing

print service providers, and implementing centralized services to Counties in phases, and then provide ongoing Print Services to all CalSAWS Counties.

WHEREAS, on September 23, 2020, CONTRACTOR submitted its response to the RFP, which is incorporated herein by reference.

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants and promises set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. CONTRACT INTERPRETATION.

In the event there is a conflict between the documents comprising the Agreement, including all exhibits to it, the following order of precedence shall apply:

- 1.1** The terms and conditions in the body of this Agreement, which shall include all exhibits, which are hereby incorporated by reference;
- 1.2** The Request for Proposal (RFP) for the Central Print Services Project; and
- 1.3** CONTRACTOR's Proposal submitted in response to the RFP.

2. DEFINITIONS.

2.1 Acceptance.

A Notice from the CONSORTIUM to CONTRACTOR that a Print Service Deliverable or Service has met with the applicable Specifications.

2.2 Agreement.

This Agreement, the Exhibits attached to it, which are incorporated by this reference, and any other document expressly incorporated by reference pursuant to the terms of this Agreement.

2.3 Backup Print Facilities.

The CONTRACTOR's alternate printing processing facility located at a premises approved by the CONSORTIUM. It shall be the location at which Backup Print Services are provided and at which Backup Print Facility Site Hardware is located.

2.4 Backup Print Services.

Those Print Services that are provided at Backup Print Facilities and are provided as backup to the Central Print Services, which constitute the primary Print Services to be provided under this Agreement.

2.5 CalSAWS Consortium (or Consortium).

The CalSAWS CONSORTIUM is a Joint Powers Authority (JPA) that comprises all fifty-eight (58) Counties in the State of California.

2.6 CalSAWS Migration.

The process by which the Counties are transitioned from the current LRS, C-IV, and CalWIN Systems to the CalSAWS System.

2.7 CalSAWS System

The CalSAWS System is the anticipated user-friendly, on-line, and fully integrated case management system that currently is being designed in order to manage data in identified public assistance programs for all fifty-eight (58) counties in the State of California.

2.8 Cal-WIN System.

The user-friendly, customer based, on-line, and fully integrated case management system currently being managed and operated by the Counties in the Welfare Client Data System (WCDS) Consortium to manage data in identified public assistance programs.

2.9 C-IV System.

The user-friendly, customer-based, on-line, and fully integrated case management system that is designed to manage data in identified public assistance programs for the Counties in the former CalACES Consortium. It is one of the three (3) systems, along with the LEADER Replacement System (LRS) and CalWIN System currently being utilized for this purpose.

2.10 Central Print Facilities.

CONTRACTOR's primary processing facilities located at site approved by the CONSORTIUM. It shall house the Central Print Facility Hardware.

2.11 Central Print Services.

The primary Print Services to be provided pursuant to this Agreement.

2.12 Charge(s).

The amount(s) to be paid for the Print Services Deliverables and Services authorized under this Agreement, in whole or in part.

2.13 Change Order.

A written form used by CONTRACTOR and the CONSORTIUM to modify, delete, or add to the Print Services Deliverable or Service, in whole or in part, made in accordance with Section 8 of this Agreement.

2.14 Confidential Information.

Subject to applicable federal, State and County laws and regulations, trade secrets and confidential information of the CONSORTIUM and CONTRACTOR, including, without limitation: all proprietary and confidential information of the CONSORTIUM, such as trade secrets, designs, drawings, specifications, computer programs, support materials and other records concerning the CONSORTIUM and its finances, citizens, contracts, Services or personnel; the Documentation and the other Specifications; the Print Services Deliverables and Services; any information or documentation concerning the CONSORTIUM's plans or business that is learned by CONTRACTOR during the performance of this Agreement including, without limitation, client and employee information, technical data, proprietary processes or designs; information the CONSORTIUM desires to protect against unrestricted disclosure or competitive use; CONTRACTOR's proprietary Software development methodology (if any); proprietary and confidential information of its Subcontractors; and information designated as confidential by either the CONSORTIUM or CONTRACTOR.

2.15 Contract Sum.

Any Charge specifically attributable to one or more Print Services Deliverables or Services as set forth in CONTRACTOR's Proposal and as agreed to by the Parties.

2.16 CONTRACTOR.

The entity to whom the Print Services Project contract is awarded pursuant to the RFP and who, along with the CONSORTIUM, constitute the Parties to this Agreement.

2.17 Cosmetic Deficiency.

A cosmetic and inconsequential Deficiency as determined solely by the CONSORTIUM's reasonable judgment, e.g., a spelling or grammatical error.

2.18 Counties.

All of the California Counties that are a part of the CONSORTIUM.

2.19 County.

Any one County that is a part of the CONSORTIUM.

2.20 Data.

The CONSORTIUM's records, employee information, files, forms, Personal Identifiable Information (PII) data and other information that may be utilized in providing Print Services. "Data" also shall refer to all federal, State, County, and/or other data and information, which is (a) stored online, stored off-line, or computed, and used or accessed by CONTRACTOR for providing Services under this Agreement and all backups of such data and information, and/or (b) placed into, used within, or resulting from the use of, the LRS, CalWIN, or CalSAWS Systems, and all backups of such data and information.

2.21 Day.

Unless otherwise specified, Day shall mean calendar day.

2.22 Deficiency.

A failure of a Print Services Deliverable or Service, or an omission, defect or deficiency in any such Deliverable or Service, which causes it not to conform to the Specifications or incorrect spelling, incorrect grammar, poor quality esthetics, poor quality of documentation, or similar failures in a Deliverable.

2.23 Deliverable.

CONTRACTOR's work product that is based on applicable Specifications and is provided by CONTRACTOR to the CONSORTIUM (either independently or in concert with the Counties or third parties) during the course of CONTRACTOR's performance under this Agreement. The definition of Deliverable also includes that term as further defined in Section 5.7.1.2 and the approved Work Plan.

2.24 Deliverable Expectation Document (DED).

A Document that defines the requirements, acceptance criteria, schedule, responsible parties, reviewers and other items associated with each Deliverable that must be approved in advance of work commencing on a Deliverable.

2.25 Design, Development and Implementation (DD&I).

The DD&I project phase includes all planning, design, development, and implementation activities required to replace existing print services and facilities with the new Print Services and Facilities.

2.26 Documentation.

All definitions, descriptions of methodology, standards, design, tests, operations, technical and user manuals used in conjunction with the Print Services Deliverables and Services, in whole and in part.

2.27 Execution Date.

The date on which this Agreement is fully executed by the Parties.

2.28 Executive Director.

The individual at the CONSORTIUM with management responsibilities for the Print Services Project for the CONSORTIUM.

2.29 Extended Term.

The Extended Term consists of extended M&O Services to be provided as a result of the CONSORTIUM'S exercise, at its sole discretion, of up to five (5) one (1) year options commencing at the close of the Initial Term.

2.30 Final Acceptance.

The CONSORTIUM's approval of CONTRACTOR of all Deliverables and Services to be provided as part of the Print Services Project. Final Acceptance will occur when the CONSORTIUM approves CONTRACTOR'S Final Acceptance Report.

2.31 Initial Term.

The Initial Term will consist of both the DD&I and initial M&O Phases of and will begin in early March 2021, with an expected duration of five years.

2.32 Key Personnel.

The positions of CONTRACTOR Staff identified as Key Personnel, including but not limited to, Print Services Project Manager and Print Center Operations Manager.

2.33 Mailers.

The term Mailers includes, but is not necessarily limited to, envelopes, boxes and specialty packaging that meet USPS standards.

2.34 Maintenance and Operations (M&O).

This term refers to the maintenance and operations of Print Facilities and Services to be provided by CONTRACTOR, which shall include all goods and services necessary to manage, operate and support the Print Facilities and Services and to comply with the approved Print Services M&O Plan and shall be provided for the Initial Term of the Agreement.

2.35 Notice.

A written document given by a party to the other in accordance with Section ____.

2.36 Price Proposal.

The Price Proposal submitted by CONTRACTOR in response to the Print Services RFP.

2.37 Print Facilities.

All Print Facilities to be provided for the Project, including Central Print Facilities and Backup Print Facilities.

2.38 Print Facilities Hardware.

The equipment and resources to be installed, configured, maintained, and operated at Print Facilities as part of the Project.

2.39 Print Facilities Software.

The software and enhancements that are licensed and/or developed by the CONTRACTOR, including Third Party Software, and their associated documentation, and to be installed, configured, maintained, and operated at Print Facilities as part of the Project.

2.40 Print Services.

The term includes all Deliverables and Services to be provided pursuant to this Agreement, including but not limited to, all DD&I and M&O Deliverables and Services.

2.41 Print Services M&O Plan.

The plan to be provided by CONTRACTOR for all M&O Services. The Print Services M&O Plan shall include, at a minimum, the following sections: Operations Support Processes and Procedures; Customer Support; Infrastructure Hosting and Management; Disaster Recovery; Security; and Transition-out Support, as those terms are further defined below.

2.42 Print Services Testing.

A comprehensive suite of testing to be provided by CONTRACTOR to include, at a minimum, Performance and Load Testing; Security Testing; and Disaster Recovery Testing, as those terms are further defined below.

2.43 Print Services Work Plan.

The Work Plan described and updated as provided in Section 5.7.1.2.

2.44 Project.

The planned undertaking regarding the subject matter of this Agreement and the activities of all parties related thereto.

2.45 Project Director.

The individual chosen by CONTRACTOR with management responsibilities for the Project.

2.46 Project Report(s).

Documents provided by CONTRACTOR to the CONSORTIUM regarding Project activities, events, progress, issues, risks, Deliverable Expectation Document(s), Deliverables, and Services provided.

2.47 Request for Proposal (RFP).

The Request for Proposal for Print Services.

2.48 Schedule.

The dates described in the Print Services Work Plan for deadlines for performance of Services, delivery and review of Deliverables, and other Project events and activities.

2.49 Services.

Work performed by CONTRACTOR, or any of its Subcontractors, in which the work provided does not consist primarily of the acquisition of equipment or materials, or the rental of equipment, materials, or supplies.

2.50 Specifications.

The Documentation; all applicable County, State and federal policies, laws, codes, regulations and guidelines; the RFP; the Proposal; DEDs; Acceptance Criteria; subsequent Deliverables which have received Acceptance; and other specifications and requirements as described in the Statement of Requirements, Exhibit B to this Agreement, if any. The Specifications are, by this reference, incorporated into this Agreement, as though completely set forth herein.

2.51 Staff.

CONTRACTOR's employees, Subcontractors, independent contractors, and agents who will provide the Services and develop the Deliverables on behalf of CONTRACTOR.

2.52 Start Date.

The date on which CONTRACTOR commences work under this Agreement.

2.53 State.

The State of California.

2.54 Statement of Work.

The Statement of Work and subsequent Statements of Work that 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.

2.55 Subcontractor.

A person, partnership, or company not in the employment of or owned by CONTRACTOR, that is performing Services or assisting in the Design, Development, and Implementation of Deliverables required by this Agreement under a separate agreement with or on behalf of CONTRACTOR.

2.56 Total Maximum Contract Sum.

The total amount stated in the Proposal for all Print Services Deliverables and Services to be provided pursuant to this Agreement.

2.57 Welfare Client Data Systems (WCDS) Consortium.

The WCDS Consortium maintains and operates the CalWORKs Information Network (CalWIN) system supporting eighteen (18) counties 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 that currently operate under the CalWIN System.

3. INDEPENDENT CONTRACTOR STATUS.

3.1 This Agreement is by and between the CONSORTIUM and CONTRACTOR and is not intended, and shall not be construed, to create the

relationship of agent, servant, employee, partnership, joint venture, or association, as between the CONSORTIUM and CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

3.2 CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement, all compensation and benefits. The CONSORTIUM shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of CONTRACTOR.

4. CONTRACT TERM.

4.1 DD&I and Initial M&O Phase.

The DD&I and initial M&O phase of this Agreement shall commence in or about March 2021, with a Start Date to be designated by the CONSORTIUM. The duration of this DD&I and initial M&O phase of this Agreement shall be for five (5) years.

4.2 Extended Term.

At the CONSORTIUM's sole discretion, the M&O phase of this Agreement may be extended for up to five (5) one (1) year terms.

5. SCOPE OF CONTRACT WORK; PRINT SERVICES DELIVERABLES AND SERVICES

5.1 General.

The CONTRACTOR shall provide Print Services to include Central Print Facilities and Backup Print Facilities capable of printing, sorting, and mailing all correspondence generated by the CalSAWS System including, but not limited to, Notices of Action (NOAs), forms, letters, stuffers, and flyers. In addition, the CONTRACTOR must support manual processing and stuffing of inserts supplied by the CONSORTIUM or the Counties and the storage of standard materials (e.g. paper, Mailers, stuffers, and flyers etc.) at the Primary and Backup Print Facilities. The CONSORTIUM's objectives for the Services to be provided by CONTRACTOR are as follows:

5.1.1 Consolidate multiple print facilities and systems for cost efficient operations.

5.1.2 Strive for maximum standardization across all participating Counties.

5.1.3 Allow for County flexibility where needed.

5.1.4 Document mandatory options for future decision-making. Mandatory options include, for example, Braille printing, Large-type printing, and future County inclusions.

5.1.5 Prepare and support the Counties to successfully transition from existing print service providers to a centralized print service supporting the CalSAWS System.

5.2 Facilities Planning, Preparation, and Management.

CONTRACTOR shall plan, design, execute, manage and operate the Print Facilities, consisting of Central and Backup Print Facility sites. Print Facilities planning and preparation includes all tasks, equipment, documentation and resources necessary to prepare Print Facilities to fully and securely meet CONSORTIUM requirements. Services shall include installation, configuration, maintenance and operations of Print Facility Hardware and Print Facility Software required for Print Services including:

5.2.1 Printing operations;

5.2.2 Monitoring of facility activity;

5.2.3 Performing backups and restoration;

5.2.4 Business continuity/disaster recovery;

5.2.5 Security and network monitoring, management, and corresponding alerts to the Consortium regarding incidents;

5.2.6 Processing and managing mailing and distribution of all Consortium generated material (e.g., reports, Notices of Action); and

5.2.7 Managing materials inventory.

5.3 Design, Development, and Implementation (DD&I).

The DD&I project phase includes all planning, design, development, and implementation activities required to replace existing print services and facilities with the new Print Services and Print Facilities.

5.3.1 Design and Development.

CONTRACTOR shall review and confirm Print Service requirements with CONSORTIUM and County users during the design phase. CONTRACTOR shall monitor and control the evolution of the services that will fulfill each requirement and report progress as part of the Monthly Status Report. Design elements will include, but not be limited to:

5.3.1.1 Workflow Processes.

The workflow processes will be either automated or manual. Workflows will be designed to be able to receive and process print instructions from the CalSAWS System and to perform Print Services. Workflows and operational processes shall be designed and developed by CONTRACTOR in collaboration with the CONSORTIUM and Counties.

5.3.1.2 Security Design.

This design outlines how security is implemented both physically and logically within the facilities.

5.3.1.3 Performance.

Design considerations that may impact performance, to include availability, response time, throughput, transaction volumes, problem complexity, and peak load.

5.3.1.4 Additional Considerations.

A description of any other characteristics of the design.

CONTRACTOR shall develop and document all necessary workflows, processes and procedures to accomplish Print Services during implementation. The workflows, processes and procedures shall be comprehensively documented in a standard format in the Print Services Maintenance and Operations Plan.

Design and Development activities will continue until the new Print Services are operational for all designated Counties.

5.3.2 Print Testing.

CONTRACTOR shall plan and execute a comprehensive suite of tests required for all phases of testing. CONTRACTOR shall provide, maintain and support Test Environments for use in performing all Print testing.

All aspects of the CONTRACTOR's infrastructure must meet production specifications and deficiencies must be resolved in a timely manner. All Print Testing performed by CONTRACTOR shall include functional and nonfunctional testing activities as required by the CONSORTIUM and shall include the following activities:

5.3.2.1 Performance and Load Testing.

Performance and Load Testing shall be conducted in a manner to demonstrate that the Print Services successfully meet the specified performance requirements under full load conditions.

5.3.2.2 Security Testing.

Security Testing shall be conducted in a manner to demonstrate that the Print Services successfully meet Consortium security requirements.

5.3.2.3 Disaster Recovery Testing.

Disaster Recovery Testing shall be conducted in a manner to demonstrate that the CONTRACTOR can successfully continue to provide Print Services while executing disaster recovery, at the specified capability and capacity.

5.3.2.4 Management of Deficiencies.

CONTRACTOR shall manage deficiencies in compliance with the CalSAWS System deficiency processes, working collaboratively with the CONSORTIUM to identify and resolve identified deficiencies in accordance with the CONSORTIUM's processes.

5.3.2.5 Reporting.

Report test status weekly during test planning and execution phases.

5.3.3 Implementation.

CONTRACTOR shall perform all activities required for the successful completion of the Print Services implementation, as documented in the Master Implementation Plan. Print Services will be implemented in three (3) phases in coordination with the CalSAWS migration. The phase dates will be finalized as part of the Print Services Work Plan. Implementation will be conducted in three phases as follows:

5.3.3.1 Phase 1 – Los Angeles County.

The transition of Los Angeles County to Print Services per the scheduled to be developed as part of the Work Plan will signify the start of the initial Print Service operations even while additional implementation activities continue.

5.3.3.2 Phase 2 – C-IV Counties.

The C-IV Counties will transition to Print Services simultaneously with their cutover to the CalSAWS System.

5.3.3.3 Phase 3 – CalWIN Counties.

The CalWIN Counties will transition to Print Services consistent with their 13-month phased cutover to the CalSAWS System.

CONTRACTOR shall coordinate closely with the CONSORTIUM and the existing DD&I and Print Services Contractors participating in the CalSAWS Migration project to ensure close communication, synchronization of implementation plans and schedules and a smooth transition to the new Print Services. As each County or group of Counties completes the cutover to the CalSAWS System and Print Services, existing print services will cease and the new Print Services will begin.

CONTRACTOR shall define entrance criteria for each implementation phase to include, but not be limited to, a Readiness Checklist.

5.4 Performance Verification and Validation.

Performance Verification and Validation (PV&V) shall follow the successful completion of each implementation phase. At the conclusion of each implementation phase, CONTRACTOR shall verify that Print Services performance meets all requirements under full production load associated with the operational counties while required Print Services are performed. As the Print Services implementation schedule is dependent upon and tied to the CalSAWS Migration schedule, performance monitoring through full seasonal business cycle variations may not be possible until the final implementation phase. At a minimum, the PV&V for each phase must be conducted for one full monthly business cycle.

During Phase 2 and Phase 3 PV&V, all business functions not used by previously implemented Counties will be identified, thoroughly exercised and verified along with the capacity and infrastructure performance validation.

To exit each implementation and corresponding PV&V phase, CONTRACTOR must resolve all identified deficiencies and provide a certification of completion for each phase prior to proceeding to the next.

Cumulative PV&V metrics following the final CalWIN implementation wave must verify successful operations of all requirements and validate the ability to maintain Service Level Agreements (SLAs), as defined in Print Services Service

Level Agreements, Exhibit ___ to this Agreement, at the full surge capacity over the entire yearly business cycle.

5.5 Final Acceptance.

Following successful cutover of the final implementation phase into production, CONTRACTOR shall prepare the Final Acceptance Report by documenting the achievement of full operational capabilities, including:

- Completed operational readiness checklists for each phase;
- Summary of all implementation phases with metrics verifying successful completion of all implementation tasks;
- Certification that all requirements have been met and all known Deficiencies have been corrected;
- Summary of lessons learned and best practices;
- Recommendations for any improvements to the Print Services;
- Updates to the Print Services M&O Plan, and other documents as required by the Consortium.

The Print Services shall achieve Final Acceptance when the Print Services Final Acceptance Report is approved by the CONSORTIUM.

5.6 Maintenance and Operations (M&O).

Maintenance and Operations will begin immediately following implementation for all participating Counties. CONTRACTOR shall deliver a Print Services M&O Plan to include, but not be limited to, the following Sections:

- Operations Support Processes and Procedures
- Customer Support
- Infrastructure Hosting and Management
- Disaster Recovery
- Security
- Transition-out Support

All M&O Service delivery and operational processes and procedures must reflect best practices and shall be documented in the Print Services M&O Plan.

5.6.1 Operations Support Processes and Procedures.

The Operations Support Processes and Procedures shall be developed as a section within the Print Services M&O Plan. CONTRACTOR shall perform on-going management, maintenance and operations of the Print Services workflows, processes, procedures, scheduling, inventory management and resources.

The Contractor shall define an approach for performance management to include, but not limited to:

5.6.2 Monitoring, analyzing, managing and meeting performance requirements;

5.6.3 Meeting required SLA availability and response times;

5.6.4 Providing, managing, controlling and reporting on inventory of paper, envelopes, and other supplies required to perform the Print Services;

5.6.5 Creating and managing on-going performance verification methods;

5.6.6 Analyzing, correcting and reporting deficiencies; and

5.6.7 Reporting SLA adherence and performance on a monthly basis.

CONTRACTOR shall work with the CONSORTIUM to develop a Monthly Performance Report that includes the status of all SLA measurements and metrics as contained in Exhibit __, and any additional operational performance metrics required by the CONSORTIUM. This report will be delivered to the CONSORTIUM beginning with the initial operations and continuing for the duration of this Agreement, including any Extended Term.

Operational Support shall include an approach to communications, including CONTRACTOR communication trees, communications protocols for incident management, service request management, schedule management and deficiency management.

CONTRACTOR's Change Management Process shall accommodate, planning, development, testing and implementation of any changes in collaboration with the CONSORTIUM. The CalSAWS Change Management Process includes a step to identify CalSAWS application changes with an impact upon Print Services. CONTRACTOR shall participate in the CONSORTIUM Change Management process once notified, by the CONSORTIUM, that a change has been approved that will impact Print Services. The CONSORTIUM will work collaboratively with the CONTRACTOR to implement the change.

5.6.8 Customer Support.

The Customer Support plan and processes shall be developed as a section within the Print Services M&O Plan. CONTRACTOR shall staff and maintain Customer Support services to proactively support and communicate with the CONSORTIUM during the M&O phase. These services include, but are not limited to, providing points of contacts (e.g. phone, web-based, chat) for the CONSORTIUM to report incidents, errors or issues, submit service requests and ask service-related questions.

The Customer Support process shall be developed in collaboration with the CONSORTIUM and must take into consideration dependencies on existing CONSORTIUM processes.

5.6.9 Infrastructure Hosting and Management.

The Infrastructure Hosting and Management plan and processes shall be developed as a section within the Print Services M&O Plan. CONTRACTOR shall operate, manage and maintain Central and Backup Print Facilities, including all equipment, resources, processes and procedures required to deliver Print Services. The Print Facilities and infrastructure will be managed in compliance with industry standards and best practices.

All Print Facilities and infrastructure management procedures, and standards compliance reports shall be available for review and by the request of the CONSORTIUM. The CONSORTIUM will be permitted to visit any and all Print Facilities on request.

5.6.10 Disaster Recovery.

The Contractor shall plan, manage, maintain and execute the Print Services Disaster Recovery processes and procedures. The Disaster Recovery plan and processes shall be developed as a section within the Print Services M&O Plan and must be consistent with the broader CalSAWS Business Continuity/Disaster Recovery Plan.

The Disaster Recovery plan shall describe each type of system disruption event, document the results of business impact analyses, and determine the appropriate actions to be taken to confirm restoration and/or continuity of services. The plan shall define and describe the procedures required to confirm that the Primary and Backup Print Facilities can recover from any disruption in service regardless of the level of severity. The plan shall describe the monitoring, testing, and plan revision processes used to verify that the Primary and Backup Print Facilities comply with the Disaster Recovery requirements.

The Disaster Recovery plan shall include processes for responding to critical system outages, confirming continuity of business operations, and recovery from a disaster. The procedures for performing disaster recovery testing shall be executed during the DD&I phase and yearly during on-going M&O.

Disaster recovery processes depend on the capability to backup and restore all information related to the Contractors delivery of Services as documented in the Print Services M&O Plan.

Disaster recovery services cover the spectrum from partial loss of functionality or data for brief amounts of time to “worst-case” scenarios in which a man-made or natural disaster or information technology failure may result in the loss of an entire facility and/or all Print Services. CONTRACTOR shall categorize system disruptions by the severity of the event, in collaboration with the CONSORTIUM and consistent with existing CONSORTIUM categorizations. The parameters of these events (vulnerabilities), identified in advance by the CONTRACTOR shall require approval by the CONSORTIUM and may be changed from time-to-time as required by the CONSORTIUM.

5.6.11 Security.

CONTRACTOR shall manage, maintain and execute all security processes and procedures regarding information security. The Security Management plan and processes will be documented as a section within the overall Print Services M&O Plan. This includes the physical security of the Central and Backup Print Facilities and any relevant storage facilities, the physical security of CONTRACTOR's infrastructure, information security and confidentiality processes.

CONTRACTOR's Project Manager shall ensure the CONSORTIUM is formally notified of all identified security related incidents, vulnerabilities and significant updates.

If CONTRACTOR's actions lead to a confidentiality breach, CONTRACTOR shall report the breach by immediately notifying the CONSORTIUM of the nature of the breach, actions taken to report, and prevent breaches in the future. The processes for addressing and reporting confidentiality breaches shall be documented as part of the plan.

5.6.12 Transition-Out Support.

CONTRACTOR shall provide expertise and support to define and develop a Transition- Out plan to be included as part of the Print Services M&O Plan and executed at the end of this Agreement. The plan shall include all workflows, operational processes, staffing, and resources

required for a smooth transition or transfer of the Print Services to either the CONSORTIUM or a successor Print Services Contractor.

5.7 Print Services Deliverables.

5.7.1 Print Services Monthly Status Report.

CONTRACTOR shall provide a Monthly Status Report that provides details regarding participation by CONTRACTOR's Staff. At a minimum, the Monthly Status Report shall include, but is not limited to, the following:

5.7.1.1 An Executive Summary (in both MS Word and MS PowerPoint formats).

5.7.1.2 Implementation Work Plan.

(1) Establish and maintain the Print Services DD&I Phase Work Plan inclusive of tasks, milestones, and deliverables required to plan and execute the required scope of work to accomplish the DD&I phase.

(2) Gantt charts showing planned start and end dates (durations) of all tasks, subtasks, and major milestones and Deliverables, including time frames for the Consortium's review and approval of all resulting Deliverables.

(3) This segment of the Monthly Status Report will sunset with completion of the DD&I phase.

5.7.1.3 Progress, key performance indicators and other metrics.

5.7.1.4 An updated list of DEDs and Deliverables drafted, in process, submitted and approved during the period.

5.7.1.5 Status of issues identified by or assigned to the CONTRACTOR.

5.7.1.6 Status of risks identified by or assigned to the CONTRACTOR and any mitigation steps.

5.7.1.7 At critical points throughout the Print Services Implementation phase, the Monthly Status Report will also include assessments and recommendations regarding the completion of major activities and readiness to proceed with Implementation.

5.7.1.8 On a quarterly basis, include the status of requirements completion.

5.7.1.9 The Monthly Status Report must be submitted within five (5) business days after the completion of a month.

5.7.2 Print Services Master Implementation Plan.

CONTRACTOR shall develop and execute a comprehensive Master Implementation Plan that includes activities required to perform the DD&I phase. The Plan shall include, but is not limited to, the following:

5.7.2.1 Overall approach the for DD&I Phase, including purpose, scope, objectives, methodology and proven practices.

5.7.2.2 Roles and responsibilities of CONTRACTOR, CONSORTIUM, and County staff.

5.7.2.3 Approach to installation, configuration, of the Print Services processing environments, including the Central Print and Backup Print Facilities.

5.7.2.4 Approach and processes for all stages of testing, ensuring that all requirements and specifications are fully tested and verified, including, at a minimum, the following:

- (1) A description of tools, environments and controls to be used during each stage of testing;
- (2) Standards for scenario and script development, execution and sign-off;
- (3) Plan and processes for identifying, documenting and tracking Deficiencies, corrections to Deficiencies and re-tests once automated workflow code is promulgated to the test environments; and
- (4) Entrance and exit criteria for workflow testing phase.

5.7.2.5 Plan for collaboration and communication with CONSORTIUM Contractors to coordinate transition schedules, status, issues and task completion.

5.7.2.6 Entry and exit criteria for each Implementation to include at a minimum a Phase Readiness Checklist for operational transition (cutover procedures) to the Contractor's new Central Print Facility from existing Print Facilities.

5.7.2.7 A Performance Verification and Validation plan ensuring all requirements are exercised and performed as required. Plan must include performance metrics and take into consideration

the impact of the Consortium Monthly and Yearly Business Cycles on Print Services performance.

5.7.2.8 Tools and techniques to support the Implementation effort.

5.7.2.9 How results and proven practices will be applied to future implementation phases.

5.7.2.10 Contingency plans.

5.7.2.11 Assumptions.

5.7.3 Print Services Maintenance and Operations Plan.

CONTRACTOR shall develop a Print Services Maintenance and Operations Plan that supports all services necessary to manage, operate, enhance, and support the printing and mailing Services, including but not limited to, the following sections:

5.7.3.1 Operations and Support Processes and Procedures.

- (1) Perform on-going management, maintenance and operations of the Print Services workflows, processes, procedures, scheduling, inventory management and resources;
- (2) Approach to performance management and reporting and capacity planning;
- (3) Communication protocols for incident management, service request management, schedule management and deficiency management trees; and
- (4) Change Management Process to accommodate, planning, development, testing and implementation of any changes in collaboration with the CONSORTIUM.

5.7.3.2 Customer Support. An approach to Customer Services, including providing communication processes between the Print Facilities and CONSORTIUM and Counties.

5.7.3.3 Infrastructure Hosting and Maintenance.

- (1) Operations, management and maintenance of primary and backup facilities including all equipment, resources, processes and procedures;

(2) Facilities management, processes and schedules, including but not limited to backups, routine maintenance, facility monitoring; and

(3) Facilities and infrastructure will be managed in compliance with industry standards and best practices.

5.7.3.4 Disaster Recovery.

(1) Service priorities, requirements and triggers as defined in the Consortium Business Continuity Plan to include identification of critical Print Center functions, applications and infrastructure;

(2) Types of system disruption events and actions to be taken to confirm restoration and/or continuity of services;

(3) Fail over and fall back processes and procedures including roles and responsibilities, resources required, and communications protocols;

(4) Management of stored materials inventory to ensure availability at backup facilities;

(5) Periodic testing scope, objectives, methodology and proven practices;

(6) Risk/Vulnerability assessment specific to each site location and including pandemic response;

(7) Process improvements identified during periodic tests;

(8) Contingency plans; and

(9) Assumptions.

5.7.3.5 Security.

(1) Approach to manage, maintain, and execute all security processes and procedures regarding information and physical security;

(2) Security of the Central and Backup Print Facilities; and

(3) Security of all storage facilities for printed and ready for mailing correspondence.

5.7.3.6 Transition-out Support.

- (1) Procedures and processes which shall provide for a smooth transition or transfer of the CONTRACTOR's Print Facility Sites to new CONSORTIUM or CONSORTIUM-selected vendor print facility sites and services;
- (2) Identification of transition team roles and responsibilities;
- (3) Proposed timeline for completion of transition activities;
- (4) Contingency plans; and
- (5) Assumptions.

5.7.4 Final Acceptance Report.

CONTRACTOR shall prepare the Final Acceptance Report by documenting the achievement of full operational capabilities, including but not limited to, the following:

- (1) Completed operational readiness checklists for each phase;
- (2) Summary of all implementation phases with metrics verifying successful completion of all implementation tasks;
- (3) Certification that all requirements have been met and all known Deficiencies have been corrected;
- (4) Summary of lessons learned and best practices;
- (5) Recommendations for any improvements to the Print Services;
- (6) Updates to the Print Services M&O Plan, and other documents as required by the Consortium.

5.8 Deliverable Acceptance.

5.8.1 CONTRACTOR shall deliver all Print Services Deliverables pursuant to this Agreement to the CONSORTIUM Executive Director or his/her designee. Each Print Services Deliverable will be delivered to the CONSORTIUM Executive Director or his/her designee in one (1) hard copy form and on an electronic media in a format approved by the CONSORTIUM. CONTRACTOR shall be responsible for timely submission of each Print Services Deliverable pursuant to the Print Services Work Plan.

5.8.2 In accordance with the review periods delineated in the Print Services Work Plan, the CONSORTIUM will review each Print Services Deliverable to identify any deficiencies and determine whether the Deliverable conforms to its Acceptance criteria. The CONSORTIUM will document its review findings in a standard Deliverable Comments Log and will recommend changes to CONTRACTOR.

5.8.3 If a Deficiency (other than a Cosmetic Deficiency) is found in a Print Services Deliverable, CONSORTIUM shall promptly give CONTRACTOR Notice of its non-acceptance, with such Notice delineating Deficiencies used as the grounds for the CONSORTIUM's decision. CONTRACTOR shall promptly and in accordance with the Print Services Work Plan, correct Deficiencies (including Cosmetic Deficiencies) described in any Notice(s) of non-acceptance from the CONSORTIUM. After CONTRACTOR has corrected such Deficiencies (including in CONTRACTOR's discretion and to the extent feasible Cosmetic Deficiencies), the CONSORTIUM shall verify whether the Print Services Deliverable lacks Deficiencies (other than Cosmetic Deficiencies) and in writing shall either accept or not accept it following such review. If CONTRACTOR corrects all Deficiencies (other than Cosmetic Deficiencies) in the Print Services Deliverable, and the CONSORTIUM determines such Deliverable is free from Deficiencies (other than Cosmetic Deficiencies), the CONSORTIUM shall provide CONTRACTOR with its Acceptance of that Deliverable. The correction of Deficiencies is governed by Section 11.3 (Correction of Deficiencies) and Section 11.4 (Warranty Work Response) of this Agreement.

5.8.4 If a Deficiency (other than a Cosmetic Deficiency) is found in a Print Services Deliverable, or a Deficiency persists following the CONSORTIUM's review and recommended revisions to that Deliverable, or if CONTRACTOR fails to deliver a Print Services Deliverable or revised version thereof with sufficient time for the CONSORTIUM to review, evaluate and comment on the Print Services Deliverable, the CONSORTIUM may, at its option: (a) continue reviewing the Deliverable and require CONTRACTOR to continue until Deficiencies (other than Cosmetic Deficiencies) are corrected or eliminated or (b) request CONTRACTOR to provide, at its expense, a replacement Print Services Deliverable for further review. If following the CONSORTIUM's exercise of its option under (a) or (b) above, the Deficiency persists and the CONTRACTOR has failed to cure it in a timely fashion, the CONSORTIUM may exercise its right to terminate this Agreement as described in Section 16. Acceptance of Deliverables will not be unreasonably withheld or delayed.

5.8.5 The CONSORTIUM shall provide its Acceptance when it determines that each Print Services Deliverable conforms to its applicable Specifications, including Acceptance criteria defined in the applicable DED

and has no Deficiencies (other than Cosmetic Deficiencies). The CONSORTIUM may, at its option, provide Acceptance of any Print Service Deliverable notwithstanding identified Deficiencies; provided however that CONTRACTOR shall correct all such remaining and permitted Deficiencies in accordance with this Section.

5.8.6 CONTRACTOR shall correct all Cosmetic Deficiencies which remain at Acceptance of the Print Services Deliverable and all other Deficiencies permitted by the CONSORTIUM to exist at Acceptance of the Print Service Deliverable, if any, as soon as reasonably practicable and, in all cases, within thirty (30) days of its Acceptance.

5.8.7 CONTRACTOR shall continuously protect all Print Services Deliverables and backups therefor from damage, destruction or loss caused by the acts or omissions of CONTRACTOR and its staff. During the period Print Services Deliverables are in transit and in possession of CONTRACTOR, its carriers or the CONSORTIUM prior to their Acceptance, CONTRACTOR and its insurers, if any, will bear the risk of loss or damage thereto, unless such loss or damage is caused by the negligence or intentional misconduct of the CONSORTIUM.

5.9 Representations Regarding Print Services Deliverables.

By submitting a Print Services Deliverable, CONTRACTOR represents that, to the best of its knowledge, it has met the Specifications in this Agreement, including applicable DEDs and Acceptance criteria and all Exhibits thereto. By giving its Acceptance of a Print Services Deliverable, the CONSORTIUM represents only that it has reviewed the Print Services Deliverable and detected no Deficiencies of sufficient gravity to defeat or substantially threaten the attainment of those objectives and to warrant the withholding of Acceptance for the work completed. The CONSORTIUM's Acceptance of a Print Services Deliverable does not discharge any of CONTRACTOR's responsibilities for comprehensiveness, effectiveness or conformance of the Deliverables and Services, as a whole, to the Specifications.

5.10 Orders for Services for Counties.

CONSORTIUM shall have the right to order and purchase Print Services not otherwise provided for in this Agreement, which are to be used in connection with the CalSAWS System and by the Counties at their local sites, by executing and delivering an order form that is agreed to in writing by CONTRACTOR and CONSORTIUM and executed by the applicable County. In the event of a conflict or inconsistency between the terms and conditions of an order and this Agreement, the terms and conditions of the Agreement shall control to the extent of the conflict or inconsistency.

6. PROJECT MANAGEMENT AND STAFFING.

6.1 General.

CONTRACTOR is responsible for providing Staff necessary to fulfill the requirements for all Print Services Deliverables and Services as required by this Agreement. CONTRACTOR shall ensure availability of skilled Print Facilities Staff necessary to maintain on-going operations at the required level of performance. CONTRACTOR is responsible for employing an approach for Staff management that facilitates a productive working relationship with CONSORTIUM staff as well as personnel employed by other Contractors on the CalSAWS Migration Project. CONTRACTOR shall ensure all Staff understand both initial and ongoing roles and responsibilities, and how the Print Services support team and assignments relate to the overall CalSAWS Migration Project plan.

6.2 CONTRACTOR Print Services Manager.

The Print Services Project Manager is responsible for managing the overall scope of Services and the team during the Implementation Phase. The Project Manager ensures the Print Services Project receives CONTRACTOR support, commitment, and oversight to meet or exceed the Project requirements. The Project Manager must have the decision-making authority to bind the CONTRACTOR to all terms and conditions in this Agreement.

The Print Services Project Manager will serve as a key staff member throughout the Implementation Phase. At the conclusion of the Implementation Phase, the CONTRACTOR will work with the Consortium to determine if any Project Management responsibilities will be transitioned to the Customer Support Liaisons. Unless otherwise agreed with the Consortium, the Print Services Project Manager will be dedicated to the CalSAWS project on a full-time basis.

In addition to the above, the Project Manager responsibilities shall include, but not be limited to, the following:

6.2.1 Ensuring the CONTRACTOR team understands the scope of the Project Services and Deliverables and their role in the overall CalSAWS Migration Project, including how to work in concert with the CONSORTIUM, the Counties and the other Contractors.

6.2.2 Managing and leading the Project team.

6.2.3 Overseeing the development and delivery of all Print Services Deliverables, work products, tasks and Services and ensuring they are of the highest quality and are delivered in accordance with the approved Work Plan.

6.2.4 Recommending issue resolution and risk mitigation strategies.

6.2.5 Leading the CONTRACTOR's Disaster Recovery and critical incident responses including required periodic Tests.

6.2.6 Serve as the liaison between the Central and/or Backup Print Facilities and the CONSORTIUM's critical incident response and Disaster Recovery teams.

6.2.7 Providing as-needed support to the CONSORTIUM management team in the form of development and delivery of presentation materials, general advice and recommendations and assistance in addressing concerns and solving problems.

6.2.8 Participating in ongoing communications and status updates to the CalSAWS JPA Board of Directors, Project Steering Committee (PSC), State and federal stakeholders as directed by the CONSORTIUM.

6.3 Minimum Qualifications for Print Services Project Manager.

The Print Services Project Manager will possess the following minimum qualifications:

6.3.1 Five years of experience with large-scale (contract value of at least Ten Million Dollars (\$10,000,000)) Print Services of comparable scope and complexity as the Project.

6.3.2 Three years of experience in project management or a comparable leadership position.

6.4 Print Facilities Operations Manager.

The Print Facilities Operations Manager is responsible for managing the day to day operations for all Print Services at the CONTRACTOR's Central and Back-up Print Facilities. The Print Facilities Operations Manager will continue as a key staff member throughout the Term of this Agreement. Unless otherwise agreed to by the CONSORTIUM, the Print Facilities Operations Manager will be dedicated to the Project on a full-time basis. The Print Facilities Operations Manager's responsibilities include, but are not limited to, the following:

6.4.1 Oversight of operations for all CONSORTIUM Print Services, including supervision of Print facility staff involved in delivering CONSORTIUM Print Services.

6.4.2 Single point of contact for all day to day operational communications to and from the Print Services Project Manager, CONSORTIUM, and Counties.

6.4.3 Service Level Agreement management monitoring and reporting.

6.4.4 Print Schedule management and communication.

6.4.5 Incident management oversight, monitoring and communication.

6.4.6 Determination of appropriate matters to escalate to Print Services Project Manager for resolution.

6.4.7 Inventory management for pre-printed and other necessary materials stored at the Central and Backup Facilities.

6.4.8 Manage the response to identified critical incidents identified by the CONSORTIUM and/or CONTRACTOR and act as the liaison between the CONSORTIUM and Print Facilities Staff on all recovery activities, including but not limited to annual Tests and/or simulations.

6.5 Minimum Qualifications for Print Facilities Operations Manager.

The Print Facilities Operations Manager will possess the following minimum qualifications:

6.5.1 Three years of experience in leading Print Services operations.

6.5.2 Three years of experience supporting Print Facilities customers, with Print Services of a comparable scope to that of the Project.

6.6 Print Facilities On-Site Customer Services Liaisons.

The Print Facilities On-Site Customer Services Liaisons will be responsible for providing support to all Counties. It is envisioned that two liaisons will be required to support the Counties. The Print Facilities Customer Liaisons will ensure all customer support processes and procedures are consistently delivered. The Print Services Customer Services Liaisons will continue throughout the Term of this Agreement. Unless otherwise agreed to by the CONSORTIUM, the On-Site Customer Services Liaisons will be dedicated to the Project on a full-time basis. Responsibilities include, but are not limited to, the following:

6.6.1 Single point of contract for all day to day operational communications from the CONSORTIUM and Counties.

6.6.2 Liaison between CalSAWS Users, CONSORTIUM staff and Print Services Print Facilities Staff for Print Services related issues, incidents, questions and concerns.

6.6.3 Serving as the point of contact for ad hoc Service requests.

6.6.4 Serving as the point of contact for requests for Service changes.

6.6.5 Addressing resolution of damaged items.

6.7 **Minimum Qualification for Print Facilities On-Site Customer Services Liaisons.**

The Print Facilities On-Site Customer Services Liaisons will possess the following minimum qualification: Two years' experience supporting Print Services customers in an environment comparable to the Project.

6.8 **CONTRACTOR Project Staff.**

6.8.1 CONTRACTOR's organization chart for the CONTRACTOR's Project team and the names of mutually agreed Key Personnel must be provided to the CONSORTIUM'S Executive Director. Any such Key Personnel shall be subject to the CONSORTIUM'S Executive Director's approval, which will not be unreasonably withheld. In the event of the disability, illness, grave personal circumstances, or separation from employment of an individual in a Key Personnel position, that individual may be replaced but the replacement person must still be approved by the CONSORTIUM's Executive Director in writing, which such approval will not be unreasonably withheld. Except in the circumstances identified, Key Personnel shall not be modified or removed except upon the express written approval of the CONSORTIUM'S Executive Director.

6.8.2 CONTRACTOR agrees to make available to the CONSORTIUM a matrix of all dedicated Staff working on the Project under this Agreement along with their experience, and to maintain that matrix for changes as they occur. This matrix shall include all dedicated full or part-time staff names, working titles, a brief description of each position, and the average monthly hours worked or to be worked. CONTRACTOR shall also provide to the CONSORTIUM résumés and two (2) references for all Staff prior to commencing work pursuant to this Agreement. The matrix (and information contained therein, together with resumes and references) shall constitute CONTRACTOR's Proprietary Information and the confidentiality thereof maintained by the CONSORTIUM, except as otherwise required by applicable law, because the information is considered a California public record, and/or to facilitate necessary audits of the performance under this Agreement.

6.8.3 During the term of this Agreement, the CONSORTIUM reserves the right to approve or disapprove CONTRACTOR's dedicated Staff, to approve or disapprove any proposed changes in such Staff, or to require the removal or reassignment of any such CONTRACTOR or Subcontractor Staff found unacceptable by the CONSORTIUM, in its reasonable discretion and to the extent permitted by law.

6.8.4 All Staff proposed by CONTRACTOR as replacements for other Staff shall have comparable or greater skills to perform the Project activities as were 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 CONSORTIUM does not assume liability for the actions of CONTRACTOR's Staff. CONTRACTOR shall ensure that any transition to new Staff will not affect the quality or timeliness of work performed pursuant to this Agreement.

6.8.5 CONTRACTOR shall not remove from the Key Personnel, nor temporarily reassign or reduce the time of the Key Personnel to the Project or divide the time of the Key Personnel between the work on this Agreement and any other project or task, event or activity unrelated to the Agreement, except in the event of: illness; retirement; disability; termination of employment or completion of assignments as defined in the Print Services Work Plan or otherwise leaving CONTRACTOR's employment; or by mutual agreement of the parties. The CONSORTIUM shall not arbitrarily or capriciously withhold agreement to such removal, reassignment, reduction, or division of time of Key Personnel and shall work with CONTRACTOR in scheduling Key Personnel and Staff vacations or other reasonable and foreseeable absences from the Project. The CONSORTIUM shall also not arbitrarily or capriciously withhold agreement to reasonable absences from the Project by Key Personnel or Staff for training, corporate meetings, or personal emergencies.

6.8.6 Any claim made by any person arising out of employment or alleged employment with CONTRACTOR (including, but not limited to, claims of discrimination, harassment, or retaliation against CONTRACTOR, its officers, or its agents) are the sole responsibility of CONTRACTOR and are not the responsibility of the CONSORTIUM. CONTRACTOR will indemnify and hold the CONSORTIUM, the State, the Counties, and their officers, directors, employees, and agents harmless from any and all such claims asserted against the CONSORTIUM. Any person who alleges a claim arising out of employment or alleged employment with CONTRACTOR will not be entitled to any compensation, rights, or benefits from the CONSORTIUM.

6.8.7 CONSORTIUM requires CONTRACTOR to demonstrate a commitment to diversity in hiring with respect to Staff performing Services on the Project through utilization of the federal Equal Employment Opportunity Commission's (EEOC) guidelines for creating and maintaining a MD-715 Model EEO Program or through utilization of an equivalent EEO Program.

6.9 Subcontractors.

6.9.1 CONTRACTOR may, with prior written permission from the CONSORTIUM enter into subcontracts with third parties for the performance of any part of CONTRACTOR's duties and obligations under this Agreement. Any such approval may be rescinded by the CONSORTIUM in its reasonable discretion if the Subcontractor's performance is materially deficient or noncompliant or if any conduct by Subcontractors utilized by CONTRACTOR violates any provision of this Agreement and such violation is not cured after written notice as set forth in Section 16.1. CONTRACTOR is responsible and liable for the proper performance of, and the quality of any work performed by, any and all of its Subcontractors. In addition, CONTRACTOR's use of any Subcontractor shall not affect the full and complete applicability and enforceability of any and all warranties provided by CONTRACTOR pursuant to this Agreement. In no event shall the existence of a subcontract operate to release or reduce the liability of CONTRACTOR to the CONSORTIUM for any breach in the performance of CONTRACTOR's duties. All subcontracts will be made in writing and copies provided to the CONSORTIUM. The CONSORTIUM has the right to refuse reimbursement for obligations incurred under any subcontract that does not comply with the terms and conditions of this Agreement. Consortium is committed to diversity, equity, and inclusion in contracting and Contractor is strongly encouraged to subcontract with Minority and Women Business Enterprises ("MWBEs") and Disabled Veteran Business Enterprises ("DVBES"). For each subcontract Contractor submits to the Consortium for approval, if the proposed Subcontractor is not a MWBE or DVBE, Contractor must provide a description of its efforts to solicit MWBEs or DVBEs to provide the Deliverables, or perform the Services, covered by the proposed subcontract.

6.10 Accounting Requirements.

6.10.1 CONTRACTOR shall establish and maintain an accounting system with procedures and practices in substantial accordance with generally accepted accounting principles. The accounting system shall maintain records pertaining to the Print Services Deliverables and Services and all Charges and other costs and expenditures payable by CONSORTIUM under this Agreement, and the Charges properly applicable to the Agreement shall be readily ascertainable therefrom.

6.10.2 Records and procedures pertaining to the calculation and invoicing of Charges for the Project are subject to the CONSORTIUM's and State review. Such procedures, and records relating to the calculation and invoicing of Charges shall be made available to support a CONSORTIUM, Counties, State, or federal audit at any time during the term of this

Agreement and for five (5) years thereafter during the records retention period described in Section 6.11.

6.11 Records Retention and Access Requirements.

6.11.1 Subject to confidentiality privileges provided by law, CONTRACTOR shall agree to the conditions of all applicable federal and State regulations, which are incorporated in this Agreement by this reference, regarding retention and access requirements relating to all financial and programmatic records, supporting documents, statistical records, and other records pertaining to this Agreement. In addition, CONTRACTOR shall comply with all record retention requirements and access to such records for the CONSORTIUM, State, and federal government officials as required by applicable law.

6.11.2 CONTRACTOR shall prepare, maintain and preserve all writings, documents, records, and other tangible compilations of data, regardless of the media in which they are maintained, that were prepared or compiled by CONTRACTOR and its Subcontractors in performing the Print Services under this Agreement for a minimum of five (5) years from the termination or completion of this Agreement, or until such records and their supporting documentation are released due to closure of a CONSORTIUM, State, or federal audit in process at the expiration of such five (5) year period, whichever is longer.

6.11.3 Records involving matters in litigation related to this Agreement shall be kept for three (3) years following the termination of litigation, including all appeals.

6.11.4 CONTRACTOR shall work with any CONSORTIUM-appointed or retained auditor to provide the information necessary for its independent assessment of CONTRACTOR's compliance with the Agreement. CONTRACTOR agrees to make internal records, personnel, project control systems and other support information available on a reasonable basis as requested by such auditor on behalf of the CONSORTIUM subject to the provisions of Section 6.12 (Inspections).

6.11.5 CONTRACTOR agrees that its financial records shall contain itemized records of all Charges payable by CONSORTIUM related to its performance under this Agreement and be available for inspection by the CONSORTIUM within four (4) working days of the request by the CONSORTIUM, County, State, or federal agencies.

6.12 Inspections.

The Print Services Deliverables and Services being provided by CONTRACTOR and its Subcontractors, if any, pursuant to this Agreement shall be available for inspection and review at any reasonable time by representatives

of the CONSORTIUM, Counties, State, and federal agencies, who shall, at all reasonable times, have the right to enter CONTRACTOR's facilities, premises or such other places where duties under the Agreement are being provided to inspect, monitor, or otherwise evaluate the Deliverables and Services, subject to CONTRACTOR's reasonable security requirements and upon reasonable notice to CONTRACTOR. CONTRACTOR and all Subcontractors must provide reasonable access to all facilities and assistance to the CONSORTIUM, County, State and federal government authorized representatives. All inspections and evaluations shall be performed in such a manner as will not unduly delay work. Without in any way limiting the generality of the foregoing, CONTRACTOR shall agree that federal, State, County and CONSORTIUM representatives shall have access to and the right to examine, audit, inspect and copy all records, documents, billings and other items described in Section 6.11, including without limitation those of any Subcontractor, during the term of this Agreement and during the five (5) year period thereafter. During the term of this Agreement, the access to these items will be provided in Sacramento County, California at reasonable times as requested by the CONSORTIUM. Inspections and audits will be limited solely to environments dedicated to the performance of Services under this Agreement.

6.13 Staff Background Checks.

Due to the confidential nature of the information and materials which will be accessible to CONTRACTOR, CONTRACTOR shall perform criminal background checks on CONTRACTOR Staff, including Subcontractor Staff, proposed on the Project. In addition, CONSORTIUM shall conduct reference checks on CONTRACTOR Staff proposed to be used on the Project, including all Subcontractors and their personnel, and the CONSORTIUM reserves the right in its sole discretion to reject any proposed Staff as a result of information produced by such reference checks or additional sources of information. All criminal background and reference checks will be conducted in manner consistent with federal and California state law.

6.14 Supplemental Contracts.

6.14.1 CONTRACTOR acknowledges that the CONSORTIUM has entered into one or more agreements to develop a cloud-hosted statewide automated welfare system and that this Agreement is entered into, in part, to develop Print Services that are compatible with this statewide system. CONTRACTOR further acknowledges that the CONSORTIUM may undertake and award more supplemental contracts for work related to this Agreement, or any portion thereof. CONTRACTOR shall fully cooperate with all other Contractors and vendors (including but not limited to equipment suppliers and third party licensors) and the CONSORTIUM in all cases in which work undertaken pursuant to this Agreement overlap or intersect with the work done by other Contractors or vendors. 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 any other contractors or vendors performing work under agreements other than this Agreement or for any delays which may be caused by any such Contractors or vendors, except that CONTRACTOR shall be responsible for delays of, or acts or failures to act of, such other Contractors or vendors to the extent such delays, or acts or failures to act are caused by or due to the fault of CONTRACTOR or its failure to mitigate the effect of such delays caused by such other Contractors or vendors.

6.14.2 CONTRACTOR shall continue to perform its obligations that are not affected by the work of other contractors or vendors and shall mitigate any impact on CONTRACTOR from such delays caused by the CONSORTIUM's other Contractors or vendors.

7. PAYMENTS; INVOICING; AND RELATED FINANCIAL TERMS.

7.1 Total Maximum Contract Sum

All of the pricing and sums set forth in this Section 7 apply to the Scope of Contract Work and Print Services Deliverables and Services described in Section 5.

The Total Maximum Contract Sum to perform all requirements of the Project for the 5-Year DD&I and Initial M&O Phase set forth in Section 4.1 of this Agreement and the five additional optional yearly Extended Terms set forth in Section 4.2 of this Agreement shall not exceed One Hundred Fifty Eight Million Five Hundred One Thousand Two Hundred Twenty Eight Dollars (\$158,501,228). This Total Maximum Contract Sum consists of the following:

The Contract Sum for the Print Services Implementation Deliverables shall not exceed Nine Hundred Seventy Nine Thousand One Hundred Eighty Five Dollars (\$979,185).

The Contract Sum for the Initial M&O Services through November 2023 shall not exceed Nineteen Million Two Hundred Forty Thousand Seven Hundred Two Dollars (\$19,240,702).

The Contract Sum for M&O Services from December 2023 through February 2026 shall not exceed Thirty Six Million Sixty Eight Thousand Seven Hundred Eighty Two Dollars (\$36,068,782).

The Contract Sum for the five optional yearly M&O Services shall not exceed One Hundred Million Nine Hundred Fifty One Thousand Four Hundred Twenty Dollars (\$100,951,420).

The Contract Sum for Optional Printing/Mailing through November 2023 shall not exceed One Million Two Hundred Sixty One Thousand One Hundred Thirty Nine Dollars (\$1,261,139) for Braille and large print services.

In addition to the above, the following Optional Pricing will be added to the Contract in the event the CONSORTIUM elects within its sole discretion to extend Services under this Agreement to Tulare and/or Contra Costa Counties:

If Contra Costa County elects to implement Print Services under this Agreement as part of the Cal-WIN migration to the CalSAWS System, the Contract Sum for providing it with Print Services under this Agreement shall not exceed (i) Eight Hundred Forty Eight Thousand Two Hundred Forty Three Dollars (\$848,243) to perform all requirements of the Project for the 5-Year DD&I and Initial M&O Phase set forth in Section 4.1 and (ii) Two Million Two Hundred Five Thousand Four Hundred Seventy Seven Dollars (\$2,205,477) for the five additional optional yearly Extended Terms set forth in Section 4.2 of this Agreement.

If Contra Costa County elects to implement Print Services under this Agreement immediately following the Cal-WIN migration to the CalSAWS System, the Contract Sum for providing it with Print Services under this Agreement shall not exceed (i) Seven Hundred Sixty Three Thousand Eight Hundred Fifty Three Dollars (\$763,853) to perform all requirements of the Project for the 5-Year DD&I and Initial M&O Phase set forth in Section 4.1 and (ii) Two Million Two Hundred Five Thousand Four Hundred Seventy Seven Dollars (\$2,205,477) for the five additional optional yearly Extended Terms set forth in Section 4.2 of this Agreement.

If Tulare County elects to implement Print Services under this Agreement as part of the Cal-WIN migration to the CalSAWS System, the Contract Sum for providing it with Print Services under this Agreement shall not exceed (i) Nine Hundred Eighty Five Thousand Six Hundred Twenty Seven Dollars (\$985,627) to perform all requirements of the Project for the 5-Year DD&I and Initial M&O Phase set forth in Section 4.1 and (ii) Two Million One Hundred Eight Thousand Seven Hundred Five Dollars (\$2,108,705) for the five additional optional yearly Extended Terms set forth in Section 4.2 of this Agreement.

If Tulare County elects to implement Print Services under this Agreement immediately following the Cal-WIN migration to the CalSAWS System, the Contract Sum for providing it with Print Services under this Agreement shall not exceed (i) Seven Hundred Eighteen Thousand Forty Seven Dollars (\$718,047) to perform all requirements of the Project for the 5-Year DD&I and Initial M&O

Phase set forth in Section 4.1 and (ii) Two Million One Hundred Eight Thousand Seven Hundred Five Dollars (\$2,108,705) for the five additional optional yearly Extended Terms set forth in Section 4.2 of this Agreement.

7.2 No Increases.

CONTRACTOR shall not increase the Contract Sums or the Total Maximum Contract Sum during the term of this Agreement, except as specifically permitted herein or as otherwise mutually agreed to by the Parties in writing and pursuant to Section 8 (Change Orders).

7.3 Costs Excluded From Total Maximum Contract Sum.

7.3.1 Taxes.

The CONSORTIUM is exempt from federal excise taxes, and no payment shall be made for any personal property taxes or income taxes levied on CONTRACTOR or on any taxes levied on employee wages. The CONSORTIUM will only pay for any State or local sales or use taxes, if any, on the Services or Deliverables provided to the CONSORTIUM in accordance with this Agreement.

7.3.2 Transportation and Insurance Costs.

The costs associated with transportation, delivery, and insurance for each Deliverable and Service provided pursuant to this Agreement shall be paid for by CONTRACTOR.

7.3.3 Contractor Expenses.

CONTRACTOR will be solely responsible for CONTRACTOR's travel and other out-of-pocket expenses incurred in connection with providing the Deliverables and Services required by this Agreement. CONTRACTOR will be responsible for payment of all expenses related to salaries, benefits, employment taxes, and insurance for its Staff.

7.4 Invoices.

CONTRACTOR shall submit detailed, correct invoices in accordance with the CONSORTIUM's standard invoicing requirements to the CONSORTIUM Executive Director for all amounts to be paid by the CONSORTIUM pursuant to this Agreement. CONTRACTOR shall submit invoices for all charges for Deliverables which received Acceptance in the previous month and all Services provided in the prior month in accordance with the terms of the Agreement. All invoices submitted must meet with the approval of the CONSORTIUM Executive Director or designee prior to payment. Invoices shall include all information reasonably requested in writing by the CONSORTIUM, including, without

limitation, this Agreement name and reference number, Federal Tax Identification Number, itemization of each Deliverable or Service provided for which payment is requested, and total amount due. The CONSORTIUM shall have the right to dispute any invoices submitted for payment by CONTRACTOR.

7.5 Payments.

Except as otherwise provided in this Agreement, and subject to the CONSORTIUM's receipt of correct invoices, exercise of its remedies, and CONTRACTOR's performance of its obligations hereunder, the CONSORTIUM shall pay CONTRACTOR the amounts charged for Deliverables and Services. CONSORTIUM shall pay for each Deliverable which has received Acceptance and for Services for the time expended in each month multiplied by the labor rate described in CONTRACTOR's Price Proposal provided to the CONSORTIUM. The charges for Deliverables and Services must conform to the current approved budget for the Project for each applicable state fiscal year. CONSORTIUM will hold back ten (10) percent of each monthly invoice until Final Acceptance.

7.6 Funding.

7.6.1 Lack of Funding; Conditions Subsequent.

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

7.6.2 Delayed or Reduced Funding; Conditions Subsequent.

If funding, to make payments in accordance with the provisions of this Agreement, is delayed or is reduced from the State or the federal government for the Project, or is not allocated or allotted in full to the CONSORTIUM by the State Department of Finance for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of the CONSORTIUM to make payments will be delayed or be reduced accordingly. If such funding is reduced, the CONSORTIUM, in its sole discretion, but following consultation with CONTRACTOR, shall determine which aspects of the Project shall proceed and which Services shall be performed, with CONTRACTOR's costs related to such Services and Deliverables determined in accordance with those in the Price Proposal. In this situation, the CONSORTIUM shall pay CONTRACTOR

for Services and Deliverables provided prior to CONSORTIUM providing Notice of the loss of funding. Any obligation on the part of the CONSORTIUM to pay CONTRACTOR will not extend beyond the end of the CONSORTIUM's then current funding period.

7.6.3 No Damages.

The CONSORTIUM, through its agents and employees, will exercise reasonable efforts to obtain the necessary funding to pay CONTRACTOR in accordance with this Agreement and all its terms. CONTRACTOR expressly agrees, however, that no penalty or damages shall be applied to, or shall accrue to, the CONSORTIUM, or to any of the Counties or the State, 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.

7.7 Overpayments to CONTRACTOR.

CONTRACTOR shall promptly, but in all cases within thirty (30) days, pay to the CONSORTIUM the full amount of any erroneous payment or overpayment upon notice of an erroneous payment or overpayment to which CONTRACTOR is not entitled.

7.8 Advance Payments Prohibited.

No advance payment shall be made for Deliverables or Services furnished by CONTRACTOR pursuant to this Agreement. No compensation or payments of any nature will be made in advance of the receipt of an invoice pursuant to Section 7.4.

7.9 Credits.

Any credits due the CONSORTIUM under this Agreement may be applied against CONTRACTOR invoices with appropriate information attached, upon giving of prior notice required herein, if any, by the CONSORTIUM to CONTRACTOR.

7.10 No Additional Consideration.

Except as expressly provided in this Agreement, CONTRACTOR shall not be entitled to nor receive from the CONSORTIUM any additional consideration, compensation, salary, wages, or any other type of remuneration for Deliverables or Services provided under this Agreement beyond the specific types of remunerations specified in this Agreement.

8. CHANGE ORDERS.

8.1 General.

The CONSORTIUM reserves the right to change any portion of the Deliverables or Services required under this Agreement. All such changes shall be accomplished only as provided in this Section 8. CONSORTIUM and CONTRACTOR will negotiate in good faith regarding Schedule and/or Price adjustments in the event of any change that alters the nature or scope of Services, including changes to applicable law; CONSORTIUM policies; the Work Plan schedule or corrections of Deficiencies which are necessitated solely by the CONSORTIUM's or Counties' (or their respective agents') failing to perform their obligations under the Agreement; or by events described in Sections 19.20 (Force Majeure).

8.2 Issuance of Change Orders.

The CONSORTIUM may, at any time by a written Change Order, make changes within the scope of the Agreement. Such changes may include, without limitation, revisions or additions to Deliverables and Services. All Change Orders shall be subject to requirements and limitations in applicable Federal, State and County law.

8.3 CONTRACTOR Proposal.

CONTRACTOR shall respond in writing to a Change Order request within ten (10) days of receipt or as otherwise agreed to by the parties, advising the CONSORTIUM of any cost and schedule impacts. The CONSORTIUM will not pay for CONTRACTOR's efforts in responding to a Change Order request. When the Change Order involves a cost impact, CONTRACTOR shall advise the CONSORTIUM in writing of the claimed cost impact, including a breakdown of the number of staff hours and/or additional requirements by level of personnel needed to effect this change.

8.3.1 Details.

The CONSORTIUM will provide CONTRACTOR with Change Orders containing a detailed statement of the purpose, objective, or goals to be undertaken by CONTRACTOR pursuant to the Change Order. In its response to the Change Order, CONTRACTOR shall provide details regarding the job classifications and approximate skill levels of the personnel necessary to effectuate the work detailed in the Change Order, an identification of all Deliverables and Services to be provided by CONTRACTOR pursuant to the Change Order, a time schedule for the completion of the work detailed in the Change Order, completion criteria for the work to be performed, the name and identification of CONTRACTOR personnel to be assigned, CONTRACTOR's work hours required to accomplish the purpose, objective, or goals, CONTRACTOR's

billing rates per work hour, and CONTRACTOR's total cost for the Change Order.

8.4 Agreement on Change Order.

The Print Services Project Manager and CONSORTIUM Executive Director shall negotiate in good faith and in a timely manner as to the price and the impact on the Schedule of any Change Orders. If the Parties reach an agreement in writing, the CONSORTIUM Executive Director shall submit the written Change Orders for review and evaluation by the CONSORTIUM Board of Directors, except that the CONSORTIUM Executive Director shall have the authority to approve written Change Orders that do not result in an increase in the Total Maximum Contract Sum for all Deliverables and Services provided pursuant to this Agreement. Upon the express written approval of the CONSORTIUM Board of Directors or the CONSORTIUM Executive Director as applicable, the Change Order will be incorporated into, and become a part of, this Agreement and CONTRACTOR shall begin to work on the Change Order. Such Change Orders shall in no way constitute an agreement other than as provided pursuant to this Agreement nor in any way amend or supersede any of the other provisions of this Agreement.

8.5 Disagreement on Change Order.

If the Parties are unable to reach an agreement in writing within fifteen (15) days of CONTRACTOR's response to a Change Order pursuant to paragraph 8.3, the Executive Director, if and to the extent authorized by the CONSORTIUM Board of Directors, may make a determination of the impact on the Total Maximum Contract Sum and the schedule for the Project at which point CONTRACTOR shall proceed with the work according to such adjustments as determined by the Executive Director, subject to CONTRACTOR's right to appeal the CONSORTIUM Executive Director's determination of the price and/or Schedule pursuant to Section 18 (Dispute Resolution Process). Nothing in this Section shall in any manner excuse CONTRACTOR from proceeding diligently with performing its obligations under this Agreement as changed by the Change Order.

8.6 Termination and/or Use of Third Party.

If CONTRACTOR fails or refuses to perform the work prescribed in a Change Order, or if CONTRACTOR has appealed the CONSORTIUM's determination that CONTRACTOR must proceed with performing the work prescribed in the Change Order, and the parties have been unable to resolve the dispute in accordance with the procedures in Section 18, the CONSORTIUM shall have the right to immediately terminate this Agreement for such a refusal, which shall be deemed a termination based on CONTRACTOR's default. In addition, the CONSORTIUM may engage the services of a third party to perform the Change Order if CONTRACTOR fails or refuses to perform the work

prescribed by a Change Order, or if the parties are unable to agree on the terms of a Change Order.

9. CONSORTIUM PROPERTY.

9.1 Ownership.

Title to all property furnished by the CONSORTIUM shall remain with the CONSORTIUM. Title to all property purchased by CONTRACTOR, and for which CONTRACTOR has been reimbursed by the CONSORTIUM under this Agreement, shall pass to and vest in the CONSORTIUM upon Acceptance of the applicable Deliverable in which the property is included.

9.2 Use of Property.

Any property furnished to CONTRACTOR shall, unless otherwise provided in this Agreement, or approved in writing by the CONSORTIUM's Executive Director, be used only for the performance of CONTRACTOR's obligations under and subject to the terms of this Agreement.

9.3 Damage to Property.

CONTRACTOR shall continuously protect and be responsible for any loss, destruction, or damage to property which results from, or is caused by, CONTRACTOR's negligent or intentional acts or omissions or from the negligent or intentional failure on the part of CONTRACTOR to maintain and administer that property. Notwithstanding anything to the contrary herein, CONTRACTOR shall be liable to the CONSORTIUM for any damages resulting from damage to property, which damages result from or are caused by CONTRACTOR's negligent or intentional acts or omissions. CONTRACTOR shall ensure that the property is returned to the CONSORTIUM 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 CONSORTIUM site, and shall do so without requesting contribution or assistance from the CONSORTIUM.

9.4 Notice of Damage.

Upon the loss of, destruction of, or damage to any property owned by the CONSORTIUM, CONTRACTOR shall notify the CONSORTIUM's Executive Director and shall take all steps necessary to protect that property from further damage.

9.5 Surrender of Property.

CONTRACTOR shall surrender to the CONSORTIUM all property owned by the CONSORTIUM upon the earliest of completion, termination, or cancellation of this Agreement.

10. OWNERSHIP.

Except for CONSORTIUM property the ownership of which is addressed in Section 9 above, the following provisions relating to intellectual property and equipment provided pursuant to this Agreement shall apply as between CONSORTIUM and CONTRACTOR.

10.1 Print Facility Hardware and Software.

CONTRACTOR shall provide and own any Print Facility Hardware and Software as defined and as specified in the Statement of Work, or in any case in which such Print Facility Hardware or Software is used to create Deliverables, Services, or Work Products. The Parties acknowledge that certain CalSAWS System, or predecessor Systems, hardware that may be utilized in providing Deliverables or Services under this Agreement may be owned by other Contractors or by CONSORTIUM. CONSORTIUM will continue to own any CONSORTIUM-supplied hardware or software utilized by CONTRACTOR in providing Deliverables and Services pursuant to this Agreement. CONTRACTOR shall not obtain or assert any right, title, or interest in any Hardware or Software owned by any other Contractor or by CONSORTIUM.

10.2 CONSORTIUM Ownership of Deliverables.

CONSORTIUM shall have full ownership of all Deliverables and Work Product (of whatever nature) developed or contributed to by CONTRACTOR, in connection with the Project, excluding, however, any preexisting intellectual property contributed by CONTRACTOR and owned by it pursuant to Section 10.4 below. CONTRACTOR shall take all actions necessary to transfer ownership of the Project Deliverables to the CONSORTIUM. All Deliverables, in whole and in part, shall be deemed works made for hire of the CONSORTIUM for all purposes of copyright law, and all right, title and interest in and to copyright rights therein shall belong solely to the CONSORTIUM. To the extent that any Deliverable does not qualify as a work for hire under applicable law, and to the extent that the Deliverable includes materials subject to patent, trade secret, trademark or other proprietary right protection, CONTRACTOR agrees to assign, and hereby assigns, all right, title and interest in and to Deliverables, including without limitation all copyrights, inventions, patents, trade secrets, trademarks and other intellectual property and proprietary rights therein (including registrations in any U.S. or foreign jurisdiction and any renewals thereof) to the CONSORTIUM. CONTRACTOR shall, at the expense of the CONSORTIUM, assist the CONSORTIUM or its nominees to obtain and register copyrights, trademarks, or patents for all Deliverables in the United States and any other countries. In the event a court of competent jurisdiction finds such an assignment to be unenforceable, CONTRACTOR agrees to provide CONSORTIUM with a non-exclusive license providing CONSORTIUM with all rights, title, and interest the assignment otherwise would have provided. CONTRACTOR agrees to execute all papers and to give all facts known to it necessary to register and secure

United States or foreign country copyrights and patents, and to transfer or cause to transfer to the CONSORTIUM all the right, title and interest in and to the Project Deliverables. CONTRACTOR also agrees not to assert any moral rights under applicable law with regard to the Deliverables.

10.3 Additional CONSORTIUM Ownership Rights.

CONSORTIUM shall own all right, title and interest in, and to, its Confidential Information, including without limitation the Specifications, the Work Plan in whatever stage of completion as may exist from time to time, including without limitation all copyright, trademark, patent, trade secret and other intellectual property and proprietary rights therein. These rights are in addition to the ownership rights specified in Section 10.2

10.4 CONTRACTOR Ownership Rights.

Notwithstanding anything to the contrary, CONTRACTOR shall own all right, title and interest in and to its Confidential Information and Contractor Technology. Notwithstanding CONSORTIUM's ownership rights as described in this Section 10, CONSORTIUM acknowledges and agrees that: (a) CONTRACTOR shall be free to use its general knowledge, skills and experience, and any ideas, concepts and know-how within the scope of its business that are used in the course of providing the Print Services Deliverables and Services and that do not include the CONSORTIUM's Confidential Information or the Print Services Deliverables, in whole or in part, and (b) CONTRACTOR retains ownership of any and all of its intellectual property rights (i) that CONTRACTOR can demonstrate by documentary evidence existed prior to the execution of this Agreement; (ii) is created outside of the scope of this Agreement, including but not limited to, methods, concepts, designs, reports, programs and templates, and all modifications and derivatives thereof and newly created generic consulting tools and methodologies not specified as Deliverables in this Agreement (collectively, "Contractor Technology"); and (iii) all modifications, enhancements, and derivative works of the intellectual property rights set forth in (i) and (ii) above. The CONSORTIUM may use any such Contractor Technology contained in a Deliverable in connection with its use of the Deliverables.

10.5 State and Federal Governments.

All appropriate State and federal agencies including, without limitation, the California Health and Human Services Agency and federal government agencies providing federal financial participation) shall have a royalty-free, perpetual, worldwide, transferable, fully paid, nonexclusive and irrevocable license to reproduce, modify, distribute, publish, translate or otherwise use and to authorize others to use for federal government purposes all materials designed, developed, or installed with federal financial participation.

10.6 Notices.

CONTRACTOR will reproduce and include the copyright and other proprietary notices and product identifications provided by CONTRACTOR on such copies, in whole or in part, or on any form of the Print Services Deliverables.

11. WARRANTIES, REPRESENTATIONS, AND CERTIFICATIONS.

11.1 Project Deliverables Warranty.

CONTRACTOR represents, warrants, covenants, and agrees that all Deliverables, along with Print Facilities Hardware and Software, will be provided, and shall meet all requirements, as set forth in this Agreement, including the Specifications and Statement of Work for the Project. All Deliverables and Print Facilities Hardware and Software shall be complete, meet Specifications, adhere to the applicable DED, be provided timely as defined in the Work Plan, internally consistent, consistent with other related Deliverables, uniform in appearance, prepared by qualified personnel in accordance with standards, methods and Acceptance criteria as defined in the applicable DED, and be free of Deficiencies. The warranty period shall be for the full term of this Agreement, including any Extended Term. All warranty work shall be at no additional cost to the CONSORTIUM during the term of this Agreement.

11.2 Project Services Warranty.

CONTRACTOR represents and warrants that CONTRACTOR shall perform the Services as described in this Agreement and in accordance with the Work Plan and applicable Specifications. Time is of the essence in connection with CONTRACTOR's performance of the Services according to the CONSORTIUM-approved Schedule. CONTRACTOR shall give due priority to the performance of the Services commensurate with the urgency of the task. CONTRACTOR shall perform all Services required pursuant to this Agreement in a professional manner, with high quality, knowledge and experience in business and systems integrations. All Print Services warranty work shall be at no additional cost to the CONSORTIUM during the term of this Agreement.

11.3 Correction of Deficiencies.

CONTRACTOR represents, warrants, covenants, and agrees that throughout the warranty period set forth in Subparagraphs 11.1, at no additional cost to CONSORTIUM, CONTRACTOR shall correct any and all Deficiencies in the Print Services, as determined by the CONSORTIUM Executive Director or CONTRACTOR. All corrective actions shall be performed with CONTRACTOR's best efforts, diligence, and speed toward correction as soon as possible and in any event in accordance within the applicable time period specified in Subparagraph 11.4 (Warranty Work Response).

11.4 Warranty Work Response.

CONTRACTOR shall correct any Deficiency identified as a response to its warranty obligations in accordance with this Section 11.4.

11.4.1 Print Service Deliverables.

CONTRACTOR shall correct any Deficiency in the Print Service Deliverables as follows:

11.4.1.1 For any Non-cosmetic Deficiency, determined to be high priority in accordance with this Section 11.4, CONTRACTOR shall immediately commence corrective action and either correct or implement an appropriate workaround for such Non-cosmetic Deficiency within twelve (12) hours of providing notice to, or receipt of, Notice from the CONSORTIUM. A "high priority" Deficiency shall generally mean a Non-Cosmetic Deficiency that prevents core business processes from functioning properly or causes errors in the processing of cases. If a workaround is implemented, then CONTRACTOR shall permanently correct such Deficiency within thirty (30) days of the date on which notice was first provided for a high priority Deficiency.

11.4.1.2 For any Non-cosmetic Deficiency, determined to be "normal priority" in accordance with this Subparagraph 11.4, CONTRACTOR shall either correct or implement an appropriate workaround for such Non-cosmetic Deficiency within a time period determined by the CONSORTIUM Executive Director, but in no event shall such time period be more than three (3) business days from Notice to, or receipt of Notice from, the CONSORTIUM. A "normal priority" Deficiency shall generally mean any Non-Cosmetic Deficiency not deemed a "high priority" Deficiency, as determined by the CONSORTIUM Executive Director. If a workaround is implemented, then CONTRACTOR shall permanently correct such Deficiency within sixty (60) days of the date on which notice was first provided for a normal priority Deficiency.

11.4.1.3 For any Cosmetic Deficiency, CONTRACTOR shall correct such Cosmetic Deficiency within a time period determined by the CONSORTIUM Executive Director, but in no event shall such time period be more than twenty (20) working Days of providing notice to, or receipt of notice from, the CONSORTIUM.

11.4.2 Print Services.

CONTRACTOR shall correct any Deficiency in Print Services provided under this Agreement in accordance with the applicable Corrective Action Plan or as otherwise approved by CONSORTIUM Executive Director.

11.4.3 CONTRACTOR-Identified Deficiencies.

For any Non-Cosmetic Deficiency identified by CONTRACTOR, CONTRACTOR shall notify CONSORTIUM by electronic mail within two (2) hours of such identification or such longer time as agreed by the Parties and CONTRACTOR shall correct such Deficiency in accordance within the time periods specified in Section 11.4.1 or 11.4.2. In the event that CONTRACTOR fails to correct a Deficiency within the required time period, CONTRACTOR shall provide the CONSORTIUM with a written report, including a detailed explanation of the status of such Deficiency and corrective actions taken as well as detailed plans for correction of such Deficiency to include a schedule for correction of such Deficiency; provided that notwithstanding any such schedule, the CONSORTIUM Executive Director may determine within his reasonable discretion that a modified schedule or modified priorities are necessary for correction of such Deficiency, and CONTRACTOR shall comply with such modified schedule and priorities for correction.

11.4.4 Deficiency Classification and Prioritization.

Upon notice to CONTRACTOR, the CONSORTIUM Executive Director, within his or her sole discretion, may reclassify any normal priority Non-Cosmetic Deficiency as a high priority Non-Cosmetic Deficiency, and any Cosmetic Deficiency as a normal priority Non-Cosmetic Deficiency. For any high priority Deficiency, CONTRACTOR shall provide, in order to plan and implement corrective action, the following: (i) appropriate CONTRACTOR staff onsite at the Project Office; and/or (ii) real-time Web-enabled videoconferencing for CONTRACTOR staff not resident at the Project Office and the CONSORTIUM specified staff not resident at the Project Office.

11.4.5 Non-Limitation of CONSORTIUM Remedies.

Nothing set forth in this Subparagraph 11.4 limits or impairs any of the CONSORTIUM's rights and remedies set forth in this Agreement, including the CONSORTIUM's right to assess Liquidated Damages.

11.5 Additional Warranties.

CONTRACTOR represents, warrants, covenants, and agrees that throughout the term of this Agreement:

11.5.1 CONTRACTOR shall comply with the descriptions and representations (including, Deliverable documentation, performance capabilities, accuracy, completeness, characteristics, Specifications, configurations, standards, functions, and requirements applicable to professional software design and industry standards) set forth in the Statement of Work and Statement of Requirements documents for the Print Services Project.

11.5.2 All Work, Deliverables, goods, and Services shall be completed in accordance with the Statement of Work, Statement of Requirements, and any Change Orders or Addenda to this Agreement.

11.5.3 All documentation developed under this Agreement shall be complete, accurate, and uniform in appearance in terms of font size, table structures, page layouts, table and figure references, section numbering and the like.

11.5.4 CONTRACTOR shall not cause any unplanned interruption of the operations of, or accessibility to, the LRS, C-IV, CalWIN, or successor Systems through any Software, device, method, or means, including the use of any "virus," "lockup," "time bomb," "key lock," "worm," "spyware", program, or disabling code, which has the potential or capability of compromising the security of information contained in the identified Systems, including Program Data, or of causing any unplanned interruption of the operations of, or accessibility of, those Systems to the CONSORTIUM or any user, or which could alter, destroy, or inhibit the use of the Systems, or the data contained therein, or which could block access to or prevent the use of the Systems or component of them by the CONSORTIUM or any User (collectively and individually referred to herein as "Disabling Device"). CONTRACTOR has not placed and shall not purposely place, nor is it aware of, any disabling device on components of any of the Systems, which are identified in this Agreement.

11.6 Additional Representations.

11.6.1 Power and Authority.

CONTRACTOR represents and warrants that it has the full power and authority to grant to the CONSORTIUM the rights described in this Agreement, that the person executing this Agreement for CONTRACTOR has actual authority to bind CONTRACTOR to each and every term, condition, and obligation of this Agreement and that all requirements of CONTRACTOR have been fulfilled to provide such actual authority.

11.6.2 No Conflicts of Interest.

CONTRACTOR represents and warrants that it has no interest and shall not acquire any direct or indirect interest that would conflict in any manner or degree with the performance of the work under this Agreement.

11.6.3 Additional Intellectual Property Representations.

CONTRACTOR represents and warrants that:

11.6.3.1 Except to the extent that any Deliverables are provided to CONSORTIUM pursuant to a license, CONTRACTOR represents and warrants that its Deliverables shall be free of liens or encumbrances.

11.6.3.2 CONTRACTOR shall pass through to CONSORTIUM to the fullest extent permitted by law or by agreement any applicable warranty or indemnity offered by any manufacturer of any Deliverable, including any third party Hardware or Software of any other third party product or service sold or licensed to CONSORTIUM.

11.6.3.3 As of the Execution Date of this Agreement, there is no actual or any threatened suit by any such third party based on an alleged violation of the rights to be granted CONTRACTOR to the CONSORTIUM hereunder

11.6.3.4 The Deliverables will 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.

11.6.3.5 The CONSORTIUM shall peacefully and quietly have, hold, possess, and enjoy each Deliverable without suit or interruption.

11.6.4 Legal and Regulatory Compliance.

CONTRACTOR represents and warrants that, in its performance in connection with the Services and Deliverables to be provided pursuant to this Agreement, it shall comply with all applicable federal, State, and County laws, regulations, codes, standards and ordinances. In the event that CONTRACTOR, in its performance in connection with any Services performed, or any Deliverables provided, is 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 Services and Deliverables into compliance. In addition, CONTRACTOR shall be responsible for and shall indemnify the State, the Counties, the

CONSORTIUM, and their officers, directors, employees, and agents against any fines, penalties, sanctions, or disallowances which are imposed on the CONSORTIUM or its member Counties, which arise from any CONTRACTOR noncompliance with the federal, State, or County laws, regulations, codes, policies and guidelines resulting from CONTRACTOR's or its Subcontractors' performance of their obligations.

11.6.5 CONTRACTOR's Good Standing.

CONTRACTOR represents and warrants that:

11.6.5.1 CONTRACTOR is a corporation, validly existing and in good standing under the laws of the State of California and has all requisite power and authority to execute, deliver and perform its obligations under this Agreement.

11.6.5.2 CONTRACTOR has the full power and authority to grant to the CONSORTIUM 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.

11.6.5.3 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.

11.6.5.4 CONTRACTOR has obtained all licenses, certifications, permits, and authorizations necessary to perform the Services under this Agreement and to provide all Deliverables required by 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 or provision of the Deliverables.

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

11.6.6 Ability to Perform.

CONTRACTOR represents and warrants that:

11.6.6.1 CONTRACTOR has the financial stability to carry out at least six (6) months of Services during any period of this Agreement without reimbursement for the Services or expenses.

11.6.6.2 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.

11.6.7 Parent Company Guarantee.

Pursuant to Exhibit G to this Agreement, which is incorporated by reference, CONTRACTOR represents that it is a wholly-owned subsidiary of Gainwell Acquisition Corp., a Delaware Corporation (hereinafter "Guarantor"). As more specifically set forth in Exhibit G, Guarantor guarantees to the CONSORTIUM performance of all of the obligations owing to the CONSORTIUM by CONTRACTOR pursuant to this Agreement.

11.7 RESERVED

11.8 BREACH OF WARRANTY OBLIGATIONS.

In the event that CONTRACTOR fails to timely perform its obligations set forth in this Section after receiving Notice from the CONSORTIUM of CONTRACTOR'S failure to meet such obligations, the CONSORTIUM shall have the right to withhold payment to CONTRACTOR subject to the provisions of 14.1. In addition, and if CONTRACTOR continues to fail to perform such obligations within forty-five (45) days of CONTRACTOR's receipt of notice from the CONSORTIUM, the CONSORTIUM shall have the right to perform or procure the performance of such obligations, including any required correction, repair, replacement, or other work which CONTRACTOR has failed to perform. In such event, the Consortium shall be entitled to seek the remedy of cover as set forth in Section 14.3, including the difference between its direct actual and reasonable cost of outside labor and materials, including its burdened (including salary, employee benefits, and reimbursement policies) rates for CONSORTIUM provided labor and the Contractor charges for performance of such obligations. Following adjudication by a court of competent jurisdiction regarding sums owed to CONSORTIUM, CONSORTIUM may demand cash payment from CONTRACTOR and/or may deduct all sums owing from any amounts due to CONTRACTOR under this Agreement.

12. INDEMNIFICATION.

12.1 General.

CONTRACTOR shall indemnify, defend, and hold harmless the CONSORTIUM, and its elected and appointed officers, employees, agents, CONSORTIUM Members (hereafter in this Section 12 "CONSORTIUM Indemnities") and the State and its officers, employees, and agents from and against any and all claims, liabilities, damages, costs, and expenses, including defense costs and reasonable legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to claims and lawsuits by third parties, for any damages of any nature whatsoever for bodily injury, death, personal injury (including purely economic damage), or real or tangible personal property damage arising from CONTRACTOR, CONTRACTOR's agents', employees' or Subcontractors' alleged or actual negligent acts, errors, or omissions or willful misconduct in the performance of Services or provision of products pursuant to this Agreement, including to the extent applicable workers' compensation suits, liability, or expense, provided that CONSORTIUM Indemnitees provide CONTRACTOR with prompt notice of any such claim of which the CONSORTIUM Executive Director has actual knowledge and provides reasonable cooperation in CONTRACTOR's defense and any related settlement negotiations. CONTRACTOR shall have no indemnification obligation or liability for claims solely arising from the acts and omissions of the CONSORTIUM. Any legal defense pursuant to CONTRACTOR's indemnification obligations under this Section 12 shall be conducted by CONTRACTOR and performed by counsel selected by CONTRACTOR and approved by the CONSORTIUM, except that the CONSORTIUM will not have such approval right if CONTRACTOR's interests are adverse to the CONSORTIUM's. Notwithstanding the preceding sentence, CONSORTIUM Indemnitees shall have the right to participate in any such defense at its sole cost and expense, except that in the event CONTRACTOR fails to provide a full and adequate defense, CONSORTIUM Indemnitees shall be entitled to retain its own counsel and receive reimbursement from CONTRACTOR for all such costs and expenses incurred by CONSORTIUM Indemnitees in doing so. CONTRACTOR shall not have the right to enter into any settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of CONSORTIUM Indemnitees without CONSORTIUM Indemnitee's prior approval.

12.2 Intellectual Property Indemnification.

Without in any way infringing upon the generality of the CONSORTIUM's indemnification rights under Section 12.1, CONTRACTOR shall, at its expense, defend, indemnify, and hold harmless CONSORTIUM Indemnitees and the State and its officers, employees, and agents from and against any losses, liabilities, damages, penalties, costs, fees, including without limitation reasonable attorneys' fees, and expenses from any claim or action against the CONSORTIUM Indemnitees or the State and its officers, employees, and agents

by third parties, which is based on a claim that CONSORTIUM Indemnitees' or the State and its officers, employees, and agents use of or rights to the Print Services Deliverables or Services, or any one or part thereof, under this Agreement infringes a patent, copyright, or other proprietary right or misappropriates a trade secret, except where: (a) the violation of any third party's proprietary right in connection with this Agreement arises from CONTRACTOR's reliance on, or use of, tools, instructions, specifications or other materials provided by the CONSORTIUM, or where the CONSORTIUM or any third party modifies, adds to, or combines the Print Service Deliverables or Services with any other data or (b) the CONSORTIUM fails to obtain intellectual property rights necessary to permit CONTRACTOR to perform Print Services. In case the Print Services Deliverables or any one or part thereof, is in such action held to constitute an infringement or misappropriation, or the use thereof is enjoined or restricted, CONTRACTOR shall, at its own expense and election: (a) procure for the CONSORTIUM's right to continue using the Print Services Deliverables; (b) modify the Print Services Deliverables to comply with the Specifications and not to violate any intellectual property rights; or (c) terminate the use of any infringing Print Services Deliverables upon receipt of Notice from the CONSORTIUM and refund all sums paid for such Print Services Deliverables, as applicable.

13. LIQUIDATED DAMAGES.

13.1 Delays or Failures.

The CONSORTIUM and CONTRACTOR agree that failed, delayed, and/or other performance not in compliance with the terms of this Agreement by CONTRACTOR will cause damages to the CONSORTIUM which may be uncertain and would be impractical or difficult to ascertain. Accordingly, the Parties agree that CONSORTIUM may assess, and if assessed, CONTRACTOR promises to pay the CONSORTIUM in the event of such failed, delayed, and/or other performance not in accordance with the terms of this Agreement, the amounts described below as liquidated damages and not as penalties. The schedule of liquidated damages represents damages in conformity with California Civil Code Section 1671, incurred in case of failed, delayed, or other performance not in accordance with the terms of this Agreement.

13.2 Key Personnel.

In the event that CONTRACTOR fails to provide all Key personnel as required by Section 6, the CONSORTIUM, will provide CONTRACTOR with two (2) weeks in which to provide such Key personnel, after which, at its option, CONSORTIUM may reduce CONTRACTOR's monthly charges by \$1,000 for each workday and for each Key Personnel member not working under this Agreement until the earliest of: (a) the assignment or reassignment of such Key Personnel member(s) to the Project,; or (b) the CONSORTIUM's Executive Director's written approval of a replacement for or the diversion of such Key Personnel member(s).

13.3 Failure to Meet Key Milestones.

CONTRACTOR shall pay liquidated damages as follows for CONTRACTOR's failure to timely perform the Print Services or provide the Print Services Deliverables following the dates specified in the CONSORTIUM Executive Director's approved Work Plan, subject to Section 5.2.4, for the following Key Milestone events.

Key Milestones	Amount of Liquidated Damages Per Day
Print Services Monthly Status Report	\$1,000.00
Print Services Master Implementation Plan	\$1,000.00
Print Services Master Maintenance and Operations Plan	\$1,000.00
Final Acceptance Report.	\$1,000.00

13.4 Available Remedies.

The assessment of liquidated damages shall not constitute a waiver or release of any other remedy the CONSORTIUM may have under this Agreement for CONTRACTOR's breach of this Agreement, including without limitation, the CONSORTIUM's right to withhold payment to CONTRACTOR for defective or untimely Deliverables or Services, including the CONSORTIUM's right to terminate this Agreement, and the CONSORTIUM shall be entitled in its discretion to recover actual damages caused by CONTRACTOR's failure to perform its obligations under this Agreement.

13.5 Payments.

Amounts due the CONSORTIUM as liquidated damages may be deducted by the CONSORTIUM from any amounts owing CONTRACTOR under this Agreement. In the event liquidated damages are assessed during a month in which no money is owed by the CONSORTIUM to the Contractor, the liquidated damages will be billed separately to the Contractor.

14. ADDITIONAL LIABILITIES AND REMEDIES.

14.1 Withholding Payments.

CONSORITIUM will notify CONTRACTOR of any Deficiency on CONTRACTOR's part to perform its obligations under this Agreement. If, after receiving such Notice, CONTRACTOR fails to cure its non-performance within five (5) business days, CONSORTIUM shall have the right to withhold payments to CONTRACTOR, in whole or in part, until such failure to perform is cured in all materials respects; provided that the CONSORTIUM shall not withhold payment for Deliverables and Services that have been Accepted by the CONSORTIUM.

14.2 Reductions in Payments Due.

Amounts due the CONSORTIUM by CONTRACTOR, including but not limited to liquidated or other damages, or claims for damages, as have been adjudicated in CONSORTIUM's favor by a court of competent jurisdiction, may

be deducted or set-off by the CONSORTIUM from any money payable to CONTRACTOR pursuant to this Agreement.

14.3 Cover.

In the event a default by CONTRACTOR is not so substantial as to require termination, reasonable efforts to induce CONTRACTOR to cure the default are unavailing, and the default is capable of being cured by the CONSORTIUM or by another resource without unduly interfering with continued performance by CONTRACTOR, the CONSORTIUM may provide or procure the Deliverables or Services reasonably necessary to cure the default, in which event CONTRACTOR shall reimburse the CONSORTIUM an amount equal to the difference between CONTRACTOR's charges for such Deliverables or Services and the reasonable cost of the Deliverables or Services. In addition, CONTRACTOR must cooperate with these resources in allowing access to the Print Services Deliverables.

14.4 Suspension Due to Breach.

In the event the CONSORTIUM determines that a breach of this Agreement has occurred on the part of CONTRACTOR, and the situation is deemed by the CONSORTIUM to merit corrective action, the following sequential suspension procedure will be implemented:

14.4.1 The CONSORTIUM shall send a Notice to CONTRACTOR in writing to CONTRACTOR's Notice address of a perceived compliance breach describing the CONSORTIUM's concerns.

14.4.2 CONTRACTOR shall respond to the CONSORTIUM's concerns in writing describing proposed corrective actions and proposing completion dates for bringing the CONTRACTOR's performance under this Agreement into compliance. Such response will be sent within ten (10) days of the date of receipt of the CONSORTIUM's Notice described in Section 14.4.1.

14.4.3 The CONSORTIUM shall notify CONTRACTOR in writing within ten (10) days as to the CONSORTIUM's final disposition of its concerns.

14.4.4 Upon receipt of notice of final disposition by CONTRACTOR, the CONSORTIUM reserves the right to suspend all, or part of, the Agreement for a period no greater than thirty (30) calendar days, and to withhold further payments, or to prohibit CONTRACTOR from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action, if necessary, by CONTRACTOR or a decision by the CONSORTIUM to terminate in accordance with Section 16.1 below.

14.5 Suspension for Convenience.

The CONSORTIUM shall have the right at any time during the Project to suspend CONTRACTOR's, or any of its Subcontractors, Work on any Deliverables, Services, or any part thereof, fully or partially, for its own convenience for a period not to exceed thirty (30) days within any six (6) month period. Within thirty (30) days after issuance of such a stop work order, the CONSORTIUM shall either cancel the stop work order, terminate the Agreement, or modify the Agreement as may be agreed to in writing by the Parties. CONTRACTOR shall receive notice of the reasons for such an order. The Schedule shall be delayed on a day-for-day basis if the CONSORTIUM has issued a stop work order to CONTRACTOR and such stop work order is causing delays in completing Deliverables or Services in accordance with the Schedule. To the extent that stop work orders are issued under this Section, thirty (30) days have passed since issuance of the stop order, and CONTRACTOR cannot redirect Staff and mitigate the effect of such stop work orders, then an adjustment, if any, to the amounts owing CONTRACTOR and/or Schedule shall be made pursuant to Section 8 (Change Orders), if appropriate, based on the CONSORTIUM Executive Director's reasonable consideration of relevant factors and circumstances, including but not limited to CONTRACTOR's opportunity and efforts to mitigate the effect of the stop work orders. CONTRACTOR shall have the right to submit claims for additional costs incurred as a result of any stop work orders issued under this Section.

14.6 Limitation on Liability – CONSORTIUM.

EXCEPT AS OTHERWISE SPECIFIED IN THIS AGREEMENT, IN NO EVENT SHALL THE CONSORTIUM BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHER LEGAL THEORY, REGARDLESS OF THE CAUSE OF ACTION AND EVEN IF THE CONSORTIUM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS OTHERWISE SPECIFIED IN THIS AGREEMENT, THE CONSORTIUM'S MAXIMUM AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL CHARGES TO BE PAID BY IT TO CONTRACTOR UNDER THE AGREEMENT, INCLUDING WITHOUT LIMITATION CHANGE ORDER PRICES AGREED TO BY THE PARTIES OR OTHERWISE ADJUDICATED.

14.7 Limitation on Liability – CONTRACTOR.

EXCEPT FOR INDEMNIFICATION OBLIGATIONS, (i) CONTRACTOR's LIABILITY TO THE CONSORTIUM UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL CHARGES PAID AND TO BE PAID BY THE CONSORTIUM TO CONTRACTOR UNDER THE AGREEMENT, INCLUDING WITHOUT LIMITATION, CHANGE ORDER PRICES

AGREED TO BY THE PARTIES OR OTHERWISE ADJUDICATED, AND (ii) CONTRACTOR SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHER LEGAL THEORY, REGARDLESS OF THE CAUSE OF ACTION AND EVEN IF THE CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FOR PURPOSES HEREOF, THE SPECIFIED PAYMENT REMEDIES SET FORTH IN SECTIONS 11.8, 14.3, 16.4, AND 19.24 OF THIS AGREEMENT AND DAMAGES ARISING FROM BREACH OF SECTION 15, CONFIDENTIAL DATA, SHALL NOT BE DEEMED CONSEQUENTIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES BUT RATHER SHALL BE SUBJECT TO SUBCLAUSE 14.7(i).

15. CONFIDENTIAL DATA.

15.1 Confidentiality of CONSORTIUM and Third Party Information.

CONTRACTOR shall maintain the confidentiality of all confidential records and information, including information relating to the Print Services Project, billings, CONSORTIUM records, and third party applicant/participant records and information (Program Data) in compliance with all applicable: (i) federal and State laws, rules, and regulations, including California Civil Code Section 1798.82 and California Welfare and Institutions Code Section 10850; (ii) all local County ordinances; (iii) CONSORTIUM guidelines, directives, policies and procedures relating to confidentiality and information security of all Program Data (including any breach of the security of the LRS, CalWIN, C IV, or CalSAWS Systems, or any successor System, such as any unauthorized acquisition of Program Data that compromises the security, confidentiality, or integrity of personal information); or (iv) written direction from the CONSORTIUM regarding the protection of specific non Program Data. To the extent that such CONSORTIUM policies and procedures change, the CONSORTIUM will make reasonable efforts to promptly notify CONTRACTOR of updated information and CONTRACTOR shall thereafter comply with such information. All records and information pertaining to persons applying for or receiving assistance and/or Services are confidential and are, and shall remain, owned by the individual County from which the information emanated, and no information related to any individual case or cases shall be in any way disclosed to anyone except to designated CONSORTIUM employees, CDSS staff or Counties' employees without the prior written authorization from the CONSORTIUM Executive Director or designee. CONTRACTOR shall inform all of its officers, employees, and agents providing Services under this Agreement of the confidentiality provisions of this Agreement. CONTRACTOR shall provide to the CONSORTIUM an executed CONTRACTOR Employee Acknowledgment, Confidentiality, and Intellectual Property Agreement (Exhibit D) for each of its employees performing work under this Agreement. Further, CONTRACTOR shall provide to the CONSORTIUM an executed Subcontractor Employee Acknowledgment, Confidentiality, and Intellectual

Property Assignment Agreement (Exhibit E) for each employee of each Subcontractor performing any work under a CONSORTIUM approved subcontract in accordance with Section 6.9. CONTRACTOR shall comply with, implement, adhere to and align with, track, and report on all applicable State, federal, and CalSAWS standards, regulations, guidelines and requirements in place as of the Execution Date. These include, but are not limited to, Social Security Administration (Technical System Security Requirements), NIST, ADA, and California SIMM / SAM) requirements.

15.2 HIPAA Compliance.

In addition to its obligations under 15.1 above, CONTRACTOR agrees to be bound by the requirements stated in Exhibit F – HIPAA Business Associate Agreement. This includes safeguards for data and information systems as well as prohibitions against disclosure.

15.3 Audit.

The CONSORTIUM reserves the right to monitor, audit or investigate CONTRACTOR's use of the CONSORTIUM's and/or third parties' Confidential Information collected, used, or acquired by CONTRACTOR under this Agreement.

15.4 Return.

Subject to record retention laws and requirements of this Agreement, CONTRACTOR shall promptly return to the CONSORTIUM all Confidential Information, including copies thereof, upon either demand by the CONSORTIUM or upon the expiration or termination of this Agreement.

15.5 Injunctive Relief.

15.5.1 CONTRACTOR shall immediately report to the CONSORTIUM any and all unauthorized disclosures or uses of the CONSORTIUM's Confidential Information, or any third-party Confidential Information of which CONTRACTOR or its Staff become aware or have knowledge. CONTRACTOR acknowledges that any publication or disclosure of the CONSORTIUM's Confidential Information, or any third-party Confidential Information to others may cause immediate and irreparable harm to the CONSORTIUM or third parties. If CONTRACTOR should publish or disclose such Confidential Information to others without authorization, the CONSORTIUM shall immediately be entitled to seek injunctive relief or any other remedies to which it is entitled under law or equity without requiring a cure period.

15.5.2 The CONSORTIUM will immediately report to CONTRACTOR any and all unauthorized disclosures or uses of CONTRACTOR's Confidential

Information of which the CONSORTIUM becomes aware or has knowledge.

15.6 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.

15.7 Compliance with California Public Records Act.

CONTRACTOR acknowledges that this Agreement may be a public record under California 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 CONSORTIUM will maintain the confidentiality of all such information marked Confidential Information. If a request is made to view CONTRACTOR's Confidential Information, the CONSORTIUM 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 CONSORTIUM may release the identified requested information on the date specified without penalty or liability. The CONSORTIUM reserves the right to also seek reimbursement for all costs and expenses incurred by it for its refusal to produce CONTRACTOR's Confidential Information.

15.8 Subpoena.

In the event that a subpoena or other legal process in any way concerning the CONSORTIUM's Confidential Information, or any third-party Confidential Information is served upon CONTRACTOR, then CONTRACTOR agrees to notify the CONSORTIUM within twenty-four (24) hours following receipt of such subpoena or other legal process and to cooperate with the CONSORTIUM or any of its County members in any lawful effort 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 CONSORTIUM or any of its member Counties, then the CONSORTIUM or any of its member Counties, as applicable, agree to notify CONTRACTOR within twenty-four (24) hours following receipt of such subpoena or other legal process and to cooperate with CONTRACTOR in any lawful effort to contest the legal validity of such subpoena or other legal process.

15.9 Survival.

The provisions of this Section 15 shall remain in effect following the termination or expiration of this Agreement.

16. TERMINATION.

16.1 Termination for Material Breach.

In addition to the termination rights described elsewhere in this Agreement, the CONSORTIUM may terminate this Agreement with prior Notice to CONTRACTOR if CONTRACTOR materially breaches this Agreement, provided the CONSORTIUM has given CONTRACTOR Notice of such breach and CONTRACTOR failed to cure such breach within thirty (30) days after receipt of such Notice.

16.2 Termination for Rejection of Print Services Deliverables.

If CONTRACTOR delivers a Print Services Deliverable containing Deficiencies or fails to timely deliver a Print Services Deliverable, and subsequently fails to cure the Deficiency as required by Section 5.8 and/or Section 11.4, the CONSORTIUM shall have the right to terminate this Agreement in accordance with Section 16.1, without penalty or liability to it, with such a termination being deemed a termination due to CONTRACTOR's default. If the CONSORTIUM terminates this Agreement under this Section, CONSORTIUM shall have the right to seek recovery of all actual damages, including all payments made to CONTRACTOR for the rejected Print Services Deliverable and related Services rendered in connection with the deficient Deliverable, subject to equitable adjustment for any portion of the Deliverable or Services used or retained by the CONSORTIUM or from which the CONSORTIUM derives value. CONTRACTOR shall be liable for all inbound and outbound preparation and shipping costs for any Deliverable returned pursuant to this provision.

16.3 Termination for CONSORTIUM's Nonpayment.

If the CONSORTIUM fails to pay CONTRACTOR undisputed, material charges within ninety (90) days of receipt of Notice from CONTRACTOR of the failure to make such payments when due, CONTRACTOR may, by giving Notice to the CONSORTIUM Executive Director, terminate this Agreement as of a date specified in the Notice of termination. CONTRACTOR shall have the right to terminate the Agreement for the CONSORTIUM's material breach of the Agreement, if CONSORTIUM fails to cure the breach within thirty (30) days of receipt of Notice from the CONTRACTOR.

16.4 Termination Remedies.

In the event of termination of this Agreement by the CONSORTIUM under Sections 16.1 or 16.2, in addition to its other remedies, the CONSORTIUM shall have the right to procure Print Services Deliverables and/or Services that are the subject of this Agreement on the open market and to seek recovery from CONTRACTOR for damages, including but not limited to, (a) the cost difference between the original Agreement price for the Deliverables and/or Services and the replacement costs for such Deliverables and/or Services acquired from another contractor; and (b) if applicable, all administrative costs directly related to the replacement of this Agreement for the remaining term, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, staff time costs. The CONSORTIUM shall have the right to deduct from any monies due to CONTRACTOR, or that thereafter become due, an amount for damages that CONTRACTOR is found to owe the CONSORTIUM for CONTRACTOR's default.

16.5 Termination for Convenience.

16.5.1 In addition to its other rights to terminate as stated in this Section 16, the CONSORTIUM may terminate this Agreement in whole or in part for its convenience upon sixty (60) days prior Notice to CONTRACTOR when it is determined by the CONSORTIUM to be in its best interests. In addition, invocation of Section 16.6 (Termination for Withdrawal of Authority) or Section 16.7 (Termination for Non-Allocation of Funds) shall be deemed a termination for convenience but will not require such sixty (60) days' Notice. During the above-described sixty (60) day period, CONTRACTOR shall wind down and cease work on Deliverables or Services pursuant to this Agreement as quickly and efficiently as possible, without performing unnecessary activities and by minimizing negative effects on the CONSORTIUM from such winding down and cessation of work under this Agreement. If this Agreement is so terminated, the CONSORTIUM shall be liable only for payment as provided below for Deliverables and Services rendered prior to the effective date of termination.

16.5.2 In case of such termination for convenience, the CONSORTIUM shall pay to CONTRACTOR the agreed upon amounts, if separately stated, for Deliverables for which Acceptance has been given by the CONSORTIUM, amounts for Services performed on Deliverables which are in development but which have not received Acceptance, and amounts for Services which have been provided in accordance with the terms of the Agreement, for which no separate price is stated and which are not associated with or related to specific Deliverables. The amounts for such Services shall not exceed their reasonable value, but such amounts shall not exceed the amount for the Deliverables with which they are associated or, if not associated with a Deliverable, the price for the

Services in the CONTRACTOR's Price Proposal or Change Order, whichever is applicable. Any such amounts shall be verified in documentation submitted by CONTRACTOR to the CONSORTIUM upon its request for it. Failure to agree with such determination shall be a dispute. In no event shall the CONSORTIUM pay to CONTRACTOR an amount greater than CONTRACTOR would have been entitled to if this Agreement had not been terminated.

16.6 Termination for Withdrawal of Authority.

In the event that the authority of the CONSORTIUM 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 CONSORTIUM may terminate this Agreement under Section 16.5 (Termination for Convenience).

16.7 Termination for Non-Allocation of Funds.

If funds are not allocated to continue this Agreement in any future period, the CONSORTIUM will not be obligated to pay any further charges for Deliverables and/or Services, and shall have the right to terminate this Agreement. The CONSORTIUM agrees to notify CONTRACTOR of such non-allocation at the earliest possible time. No penalty shall accrue to the CONSORTIUM in the event this Section is exercised.

16.8 Termination for Conflict of Interest.

16.8.1 The CONSORTIUM may terminate this Agreement by written notice to CONTRACTOR if it is found, after due notice and examination, that there is a violation by any of the Parties hereto of any laws regarding ethics in public acquisitions and procurement and performance of contracts.

16.8.2 In the event this Agreement is terminated pursuant to Section 16.8.1 due to CONTRACTOR's conduct, the CONSORTIUM shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of a breach of this Agreement by under Section 16.1.

16.9 Termination Procedures.

16.9.1 Upon termination of this Agreement, the CONSORTIUM, in addition to any other rights provided in this Agreement, may require CONTRACTOR to deliver to the CONSORTIUM any CONSORTIUM property, including Deliverables, produced or acquired for the performance of such part of this Agreement up to the date of termination, subject to CONTRACTOR's right to receive payment for any such Deliverables accepted by the CONSORTIUM.

16.9.2 Upon termination of this Agreement due to CONTRACTOR'S breach of any of its obligations owing pursuant to this Agreement, the CONSORTIUM may withhold from any amounts due CONTRACTOR for Deliverables or Services such sum as the CONSORTIUM's Executive Director determines to be reasonably necessary to protect the CONSORTIUM from potential loss or liability.

16.9.3 After receipt of a Notice of termination, and except as otherwise directed by the CONSORTIUM, CONTRACTOR shall:

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

16.9.3.2 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;

16.9.3.3 As soon as practicable, but in no event longer than thirty (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 CONSORTIUM to the extent required, which approval or ratification shall be final for the purpose of this Section;

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

16.9.3.5 Take such action as may be necessary, or as the CONSORTIUM 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 CONSORTIUM has an interest; and

16.9.3.6 Transfer title to the CONSORTIUM and deliver in the manner, at the times, and to the extent directed by the CONSORTIUM's Executive Director, any property which is required to be furnished to the CONSORTIUM and which has been accepted or requested by it.

16.9.4 CONTRACTOR shall pay within thirty (30) days the damages due the CONSORTIUM as the result of any final adjudication, award, or settlement agreement.

16.9.5 Upon the expiration or termination of this Agreement, CONTRACTOR shall assist the CONSORTIUM in the orderly transfer of Services rendered under this Agreement to a successor contractor or

other mode of delivery and the transfer of all aspects hereof, tangible and intangible, as may be necessary for the orderly, non-disrupted business continuation of each party without additional costs or fees, except as specified and approved in this Agreement.

16.9.6 CONTRACTOR shall provide to the CONSORTIUM all information requested by the CONSORTIUM that is necessary to facilitate a subsequent bidding process without additional costs or fees.

16.9.7 CONTRACTOR shall provide to the CONSORTIUM, without additional cost to it, and at least thirty (30) days prior to the expiration or termination of this Agreement, all files, data, and records necessary to effect the least disruptive and costly transition as possible under the circumstances.

17. INSURANCE.

17.1 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 or eligible 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 additional named insureds on CONTRACTOR's commercial general liability and auto liability policies. Such insurance shall apply as primary insurance for these additional insureds specific to Contractor's activities hereunder. CONTRACTOR shall include the Counties, its boards, agencies, contractors, officers, employees, agents and volunteers, and the State, its officers, employees, and agents, both individually and collectively, as additional named insureds on CONTRACTOR's commercial general liability and auto liability policies. If CONTRACTOR fails to buy and maintain the insurance coverage described in this Section 17, the CONSORTIUM 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:

17.1.1 Commercial 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;

17.1.2 Commercial Business Automobile Liability (owned, hired, or non-owned vehicles) covering the risks of bodily injury (including death) and property damage, with a limit of not less than \$1 million per accident;

17.1.3 Employer Practices 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;

17.1.4 17.1.4 Crime Coverage Insurance covering the risks of theft of money, securities, or other property committed to CONTRACTOR's Staff, including Subcontractor's Staff, while performing work pursuant to this Agreement;

17.1.5 Professional Liability or Errors and Omissions with coverage of not less than \$2 million per claim/\$5 million general aggregate; and

17.1.6 17.1.6 Umbrella Policy providing excess limits over the primary policies in an amount not less than \$3 million.

17.2 Workers' Compensation Coverage.

Prior to providing Services under this Agreement, CONTRACTOR shall, in full compliance with California state law, provide or purchase, at its sole cost and expense, statutory California's workers' compensation coverage for its employees as required and employers liability in the minimum amount of \$1 million per bodily injury by accident and \$1 million per bodily injury by disease. This policy shall remain in full force and effect during the term of the Agreement. The worker's compensation policy obtained by CONTRACTOR shall include the Counties, its boards, agencies, contractors, officers, employees, agents and volunteers, and the State, both individually and collectively, as additional named insureds under this policy. Should CONTRACTOR fail to secure worker's compensation insurance coverage or fail to pay premiums on behalf of its employees, the CONSORTIUM may terminate this Agreement under Section 16.1 (Termination for Material Breach), or alternatively, and solely at the discretion of the CONSORTIUM, deduct the amount of premiums owing for a policy of worker's compensation insurance coverage from the amounts payable to CONTRACTOR under this Agreement and transmit the same to the responsible State agency.

17.3 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.

17.4 Cancellation.

CONTRACTOR's insurance policies shall not be canceled or non-renewed 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 thirty (30) business days' written Notice has been given to the CONSORTIUM Executive Director, and CONTRACTOR has replacement insurance policy(ies) in place that satisfy the requirements set forth in this Section 17. CONTRACTOR's insurance policies shall not be reduced in scope without the CONSORTIUM's prior written consent.

17.5 Insurance Documents.

CONTRACTOR shall furnish to the CONSORTIUM copies of certificates of all required insurance no later than ten (10) days following the Agreement Effective Date, and copies of renewal certificates of all required insurance within thirty (30) days after the renewal date. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this Section 17. Failure to provide these documents shall be grounds for immediate termination or suspension of this Agreement under Section 16.1 (Termination for Material Breach). The CONSORTIUM reserves the right to review CONTRACTOR's compliance with these insurance requirements to ensure that there is appropriate coverage that is in accordance with this Agreement.

17.6 Increased Coverage.

CONTRACTOR will notify the CONSORTIUM promptly if any aggregate insurance limit is exceeded. In such event, CONTRACTOR must purchase additional coverage to meet these requirements.

17.7 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 CONSORTIUM or its member Counties specific to the CONSORTIUM's additional insured status and Contractor's activities hereunder, and shall include a severability of interests (cross liability) provision.

18. DISPUTE RESOLUTION.

18.1 CONTRACTOR and the CONSORTIUM agree to act immediately to mutually resolve any disputes that may arise with respect to this Agreement. The Parties agree that time is of the essence in the resolution of disputes.

18.2 CONTRACTOR and the CONSORTIUM agree that, the existence and details of a dispute notwithstanding, both parties shall continue without delay their performance hereunder, except for any performance which the parties mutually determine should be delayed.

18.3 In the event of any dispute between the parties with respect to this Agreement, CONTRACTOR and the CONSORTIUM shall submit the matter to

Print Services Project Manager and CONSORTIUM Executive Director, who may initially designate deputies to attempt to resolve the issue. If the dispute is submitted to the Print Services Project Manager's and CONSORTIUM Executive Director's designees and those individuals are unable to resolve the dispute within a reasonable time not to exceed ten (10) days from the date of submission of the dispute, then the matter shall be submitted back to the Print Services Project Manager and CONSORTIUM Executive Director to resolve. The Print Services Project Manager and CONSORTIUM Executive Director shall have ten (10) days to attempt to resolve the dispute.

18.4 In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under this Agreement and/or its rights and remedies as provided by law or at equity.

18.5 All disputes utilizing this dispute resolution procedure shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The Parties shall act in good faith to resolve all disputes. At all levels described in this Section, the efforts to resolve a dispute shall be undertaken by conference between the Parties' respective representatives, either by face-to-face meeting or by telephone.

18.6 Notwithstanding any other provision of this Agreement, each party's right, to the extent applicable, to seek injunctive relief as specified in this Agreement shall not be subject to this dispute resolution procedure. CONSORTIUM's right to terminate this Agreement shall not be subject to this dispute resolution procedure. CONTRACTOR may contest, in good faith, any such termination in accordance with its rights and remedies provided under this Agreement and/or its rights and remedies as provided by law or at equity.

19. GENERAL TERMS AND CONDITIONS.

19.1 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 further cost to the CONSORTIUM or any of its employees.

19.2 Antitrust Violations.

CONTRACTOR and the CONSORTIUM recognize that overcharges resulting from antitrust violations are in actual economic practice usually borne by

the CONSORTIUM. Therefore, CONTRACTOR hereby assigns to the CONSORTIUM 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 CONSORTIUM resulting from antitrust violations commencing after the date of the bid, quotation, or other event establishing the charges under this Agreement.

19.3 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 CONSORTIUM'S Executive Director. The CONSORTIUM may assign this Agreement to any governmental entity and may delegate their duties to such entity 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.

19.4 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.

19.5 Binding Effect.

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

19.6 Business Registration.

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

19.7 Claims.

CONTRACTOR must submit claims against the CONSORTIUM within the earlier of one (1) year of the date upon which CONTRACTOR knew of the existence of the claim or one (1) 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 CONSORTIUM'S Executive Director or his or her designee by CONTRACTOR in the form and with the certification prescribed by the CONSORTIUM's 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.

19.8 Compliance with Civil Rights Laws.

19.8.1 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 Agreement because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, or military and veteran status, or political affiliation or belief.

19.8.2 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 16.1 (Termination for Material Breach), and CONTRACTOR may be declared ineligible for further contracts with the CONSORTIUM. 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.

19.8.3 CONTRACTOR, its agents, officers, employees and subcontractors shall ensure 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 11000, 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 nondiscrimination policies of the member Counties in the CONSORTIUM. 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.

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

19.9 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.

19.10 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.

19.11 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.

19.12 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.

19.13 Covenant Against Contingent Fees.

19.13.1 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.

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

19.14 Debarment and Suspension.

19.14.1 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 (3) 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.

19.15 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.

19.16 Drug Free Workplace Certification.

19.16.1 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:

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

19.16.1.2 Violators may be terminated or requested to seek counseling from an approved rehabilitation service.

19.16.1.3 Employees must notify their employer of any conviction of a criminal drug statute no later than five days after such conviction.

19.16.1.4 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.

19.16.1.5 CONTRACTORS of federal agencies are required to certify that they will provide drug-free workplaces for their employees.

19.16.2 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:

19.16.2.1 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).

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

- (1) The dangers of drug abuse in the workplace;
- (2) CONTRACTOR's policy of maintaining a drug free workplace;
- (3) Any available counseling, rehabilitation, and employee assistance programs; and
- (4) Penalties that may be imposed upon employees for drug abuse violations.

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

- (1) Will receive a copy of the CONTRACTOR's drug free policy statement; and
- (2) Will agree to abide by the terms of the CONTRACTOR's statement as a term of condition of employment on the Agreement.
- (3) 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:
- (4) CONTRACTOR has made false certification; or
- (5) Violates the certification by failing to carry out the requirements as noted above.

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

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

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

19.16.3.3 CONTRACTOR and Subcontractor employees must notify CONTRACTOR or Subcontractor, respectively, of any conviction of a criminal drug statute no later than five (5) days after such conviction; and

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

19.17 Entire Agreement; Acknowledgement of Understanding.

The CONSORTIUM 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.

19.18 Environmental Protection Standards.

19.18.1 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).

19.18.2 The Clean Air Act, Section 306.

19.18.2.1 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.

19.18.2.2 The Administrator shall establish procedures to provide all federal agencies with the notification necessary for the purposes of subsection (a).

19.18.2.3 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.

19.18.2.4 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.

19.18.2.5 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].

19.18.2.6 The CONSORTIUM may extend this prohibition to other facilities owned or operated by CONTRACTOR.

19.18.3 The Clean Water Act.

19.18.3.1 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.

19.18.3.2 The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.

19.18.3.3 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 one hundred eighty (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.
- (3) 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.
- (4) 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.
- (5) 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)).

19.19 Fair Labor Standards Act.

CONTRACTOR shall comply with all applicable provisions of the federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless the State, the Counties, and their 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 State or Counties may be found jointly or solely liable.

19.20 Force Majeure.

Neither CONTRACTOR nor the CONSORTIUM 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. In the event CONTRACTOR is delayed in its performance under this Agreement through any act or omission of CONSORTIUM or its vendors, CONSORTIUM and CONTRACTOR shall meet and confer in good faith to negotiate reasonable schedule and price adjustments.

19.21 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.

19.22 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.

19.23 Licensing.

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 CONSORTIUM.

19.24 Litigation.

19.24.1 Notice of Litigation.

CONTRACTOR shall promptly notify the CONSORTIUM 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 CONSORTIUM's 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.

19.24.2 Costs.

In the event that the CONSORTIUM is, without any fault on its part, made a party to any litigation commenced by or against CONTRACTOR in connection with this Agreement, CONTRACTOR shall pay for all litigation costs and expenses incurred by or imposed on the CONSORTIUM, including attorneys' fees, to the extent arising from the errors or omissions of CONTRACTOR, its officers, employees, agents, or Subcontractors.

19.25 Lobbying Restrictions.

19.25.1 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.

19.25.2 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.

19.25.3 Certification Regarding 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).

19.25.4 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:

19.25.4.1 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;

19.25.4.2 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

19.25.4.3 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.

19.26 Modifications and Amendments

19.26.1 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 CONSORTIUM Executive Director or designee if there is not an increase or decrease to the Total Maximum Contract Sum.

If there is an increase or decrease to the Maximum Amount, then the CONSORTIUM Executive Director or designee must obtain approval from the CONSORTIUM Board of Directors before any such increase or decrease is effective. In no event will CONTRACTOR be required to perform Services above the Total Maximum Contract Sum if approval has not been received.

19.26.2 Only the CONSORTIUM Executive Director or authorized designee 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 CONSORTIUM. 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 CONSORTIUM Executive Director or designee if there is not an increase or decrease to the Total Maximum Contract Sum. If there is an increase or decrease to the Total Maximum Contract Sum, then the CONSORTIUM Executive Director or designee must obtain approval from the CONSORTIUM's Board of Directors before any such increase or decrease is effective.

19.26.3 CONTRACTOR shall notify the CONSORTIUM 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.

19.27 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.

19.28 Notices.

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, by a recognized courier service, or deposited with

the United States Postal Service as first class mail, postage prepaid, to the parties at the following addresses:

CONSORTIUM:

CalSAWS
John Boule
Executive Director
11290 Pyrites Way, Suite 150
Rancho Cordova, CA 95670
boulej@calsaws.org

CONTRACTOR:

Notices shall be effective upon receipt or four (4) business days after mailing, whichever is earlier. The Notice address as provided herein may be changed by Notice given as provided above.

19.29 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.

19.30 Publicity.

The award of this Agreement to CONTRACTOR is not in any way an endorsement of CONTRACTOR or CONTRACTOR's Services by the CONSORTIUM and shall not be so construed by CONTRACTOR in any advertising or publicity materials. CONTRACTOR agrees to submit to the CONSORTIUM Executive Director in advance all advertising, sales promotion, and other publicity matters relating to this Agreement in which the CONSORTIUM name is mentioned or language is used by which, in the CONSORTIUM's judgment, its involvement may 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 CONSORTIUM. CONTRACTOR shall not in any way contract on behalf of or in the name of the CONSORTIUM. 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 CONSORTIUM.

19.31 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.

19.32 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.

19.33 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.

19.34 Sovereign Immunity.

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

19.35 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).

19.36 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, those terms specified

in this Agreement as surviving the termination of it, shall remain in full force and effect as expressly stated in the applicable sections.

19.37 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.

19.38 Counterparts.

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.

IN WITNESS WHEREOF, the parties have set their hands hereunto as of the Execution Date.

CONTRACTOR	CALSAWS CONSORTIUM
By: _____ Printed Name: Title: Date: Notice Address:	Dated: _____ By: _____ Michael Sylvester, Consortium Chair
	By: _____ Kronick Moskowitz Tiedemann & Girard, Consortium Legal Counsel
	By: _____ John Boule, Consortium Executive Director