



***AMENDED, RESTATED AND REVISED
LEADER REPLACEMENT SYSTEM
AGREEMENT***

Exhibit L (Required Subcontract Provisions)

**CalSAWS Consortium,
A California Joint Powers Authority**

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THIS SUBCONTRACT AGREEMENT (hereafter "Agreement") is made and entered into this _____ day of _____, 20____, by and between _____, located at _____ (hereafter "CONTRACTOR"), and _____ located at _____ (hereafter SUBCONTRACTOR").

WHEREAS, CONTRACTOR has entered into Contract No. _____ (hereafter "Prime Contract") with the CalSAWS Consortium (hereafter "CONSORTIUM") pursuant to which CONTRACTOR is providing an AMENDED, RESTATED AND REVISED LEADER Replacement System and related services to CONSORTIUM, as more fully described in the Prime Contract; and

WHEREAS, in order to fulfill all of its obligations to CONSORTIUM under the Prime Contract, CONTRACTOR desires to engage SUBCONTRACTOR to perform _____ work in the _____ area of _____; and

WHEREAS, SUBCONTRACTOR desires to perform such work in accordance with the terms and conditions of this Agreement.

NOW, THEREFORE, CONTRACTOR and SUBCONTRACTOR agree as follows:

1. APPLICABLE DOCUMENTS:

1.1 INTERPRETATION:

Exhibits 1, 2, 3, 3A and 4 are attached to and form a part of this Agreement. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents of any task, subtask, deliverable, good, service, or other work between the Prime Contract and the body of this Agreement and the Exhibits thereto, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Prime Contract and then to the body of this Agreement and to the Exhibits according to the following priority:

1. The body of this Agreement
2. Exhibit 1 - Statement of Work
3. Exhibit 2 - Additional Terms and Conditions
4. Exhibit 3 - Subcontractor Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement
5. Exhibit 3A - Assignment and Transfer of Copyright

6. Exhibit 4 – SUBCONTRACTOR’s EEO Certification

1.2 ENTIRE AGREEMENT:

The body of this Agreement and the Exhibits thereto, shall constitute the complete and exclusive statement of understanding between the parties that supersedes all previous agreements, written or oral, and all communications between the parties relating to the subject matter of this Agreement.

1.3 DEFINITIONS:

Unless otherwise defined in this Agreement, all capitalized terms shall have the meanings as set forth in the Prime Contract.

2. PRIME CONTRACT:

Notwithstanding any other provision of this Agreement, this Agreement is a subcontract under the Prime Contract and each and all of the provisions of the Prime Contract and any Amendments thereto shall extend to and be binding upon the parties to this Agreement.¹

3. WORK:

Pursuant to the provisions of this Agreement, SUBCONTRACTOR shall fully provide, complete, and deliver on time all the tasks, subtasks, deliverables, goods, services, and other work set forth in Exhibit 1 (Statement of Work).

4. PERSONNEL:

4.1 CONTRACTOR or CONSORTIUM may require replacement of any member of SUBCONTRACTOR’s staff performing, or offering to perform, work under this Agreement. If at any time during the term of this Agreement, CONTRACTOR or CONSORTIUM requests replacement of such staff, then SUBCONTRACTOR shall, immediately upon receipt of written or oral notice from CONTRACTOR or CONSORTIUM, replace such personnel with substitute qualified personnel or take such other action as requested by CONTRACTOR or CONSORTIUM.

4.2 If at any time during the term of this Agreement, any SUBCONTRACTOR personnel ceases performance for any reason, including, but not limited to, resignation or termination, then SUBCONTRACTOR shall, within five (5) Working Days, replace such personnel with substitute qualified personnel. In addition, SUBCONTRACTOR represents and warrants that it shall to the

¹ Upon written request of CONTRACTOR as applicable to specific subcontracts, LRS Project Director may, in his sole discretion, approve in writing the following alternative Paragraph 2 (Prime Contract) for any such subcontract to read as follows:

Notwithstanding any other provision of this Agreement, this Agreement is a subcontract under the Prime Contract.

maximum extent possible take all necessary steps to assure continuity over time of the membership of the group constituting SUBCONTRACTOR's staff.

- 4.3** SUBCONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement, all employee compensation and benefits. CONTRACTOR and CONSORTIUM shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, and local taxes, or other compensation benefits, or taxes, for any personnel provided by or on behalf of SUBCONTRACTOR.
- 4.4** SUBCONTRACTOR understands and agrees that all persons performing work under this Agreement are, for purposes of workers' compensation liability, the sole employees of SUBCONTRACTOR and not employees of CONTRACTOR or CONSORTIUM. SUBCONTRACTOR shall be solely liable and responsible for any and all workers' compensation benefits to any person as a result of injuries arising from or connected with any work performed by or on behalf of SUBCONTRACTOR pursuant to this Agreement.
- 4.5** SUBCONTRACTOR shall obtain an executed Subcontractor Employee Acknowledgment, Confidentiality and Copyright Assignment Agreement (Exhibit 3) for each of its employees performing work under this Agreement. Such agreements shall be delivered to LRS Project Director, on or immediately after the effective date of this Agreement but in no event later than the date any such employee first performs work under this Agreement.

5. COMPENSATION:

All compensation to SUBCONTRACTOR under this Agreement shall be paid by CONTRACTOR and shall be as set forth in Exhibit 2 (Additional Terms and Conditions). CONTRACTOR shall be solely liable and responsible for any and all payments and other compensation to SUBCONTRACTOR and its officers, employees, and agents. CONSORTIUM shall have no liability or responsibility whatsoever for any payment or other compensation for SUBCONTRACTOR or its officers, employees, and agents. Without limitation of the foregoing, SUBCONTRACTOR disclaims any right to seek any payment from CONSORTIUM for any and all compensation or recovery of any of its costs, or to assert any lien against CONSORTIUM, its assets or rights in the any software or system or any element thereof, on account thereof.

6. TERM:

The term of this Agreement shall commence on _____ and shall continue through _____ unless sooner terminated, in whole or in part, as provided in this Agreement.

7. TERMINATION:

In addition to the other termination rights set forth elsewhere herein, CONTRACTOR shall have the right to terminate this Agreement, in whole or in part, at any time by giving written notice to SUBCONTRACTOR when such action is deemed by CONTRACTOR to be in its best interest. This Agreement shall also terminate, in whole or in part, at any time upon CONSORTIUM's notice to CONTRACTOR directing CONTRACTOR to terminate, in whole or in part, when SUBCONTRACTOR is in material breach of this Agreement.

8. THIRD PARTY BENEFICIARY:

CONTRACTOR and SUBCONTRACTOR understand and agree that this Agreement is entered into for the benefit of CONSORTIUM and that CONSORTIUM is hereby expressly made a third-party beneficiary of this Agreement.

9. AMENDMENTS:

The provisions of the body of this Agreement and the Exhibits thereto shall not be changed in any way by CONTRACTOR or SUBCONTRACTOR without the prior written consent of LRS Project Director, and any unapproved change shall be null and void. No changes to the body of this Agreement or the Exhibits thereto shall be valid and effective unless made in the form of a written Amendment which is approved in writing by LRS Project Director and which is formally executed by authorized officials of CONTRACTOR and SUBCONTRACTOR.

10. PROHIBITION AGAINST ASSIGNMENT AND DELEGATION:

This Agreement, or any interest therein, including, but not limited to, any claim for monies due or to become due with respect thereto, shall not be assigned or delegated, or both, by CONTRACTOR or SUBCONTRACTOR, and any assignment or delegation shall be null and void, except that in the event of termination of the Prime Contract, CONTRACTOR has the right to assign this Agreement to CONSORTIUM.

11. PROHIBITION AGAINST SUBCONTRACTING:

No performance of this Agreement, or any part thereof, shall be subcontracted by SUBCONTRACTOR, and any subcontract shall be null and void.

12. INDEMNIFICATION AND INSURANCE:

12.1 INDEMNIFICATION:

SUBCONTRACTOR agrees to indemnify, defend, and hold harmless CONTRACTOR and CONSORTIUM, its districts administered by CONSORTIUM, and their elected and appointed officers, employees, and agents

and State, from and against any and all third party claims, demands, damages, liabilities, losses, costs, and expenses, including , without limitation, defense costs and legal, accounting or other expert, and consulting or professional fees, arising from or connected with claims and lawsuits for damages or workers' compensation benefits relating to SUBCONTRACTOR's operations or their services, which result from bodily injury, death, personal injury, or property damage (including damage to property owned by or in the care, custody, or control of either party). Any legal defense pursuant to SUBCONTRACTOR indemnification obligations under this Paragraph 12 shall be conducted by SUBCONTRACTOR or CONTRACTOR and performed by counsel selected by SUBCONTRACTOR or CONTRACTOR and approved by CONSORTIUM in writing. Notwithstanding the preceding sentence, CONSORTIUM shall have the right to participate in any such defense at its sole cost and expense, except that in the event SUBCONTRACTOR or CONTRACTOR fails to provide CONSORTIUM with a full and adequate defense, CONSORTIUM shall be entitled to retain its own counsel, including, without limitation, CONSORTIUM Counsel, and receive reimbursement from SUBCONTRACTOR for all such costs and expenses incurred by CONSORTIUM in doing so. Neither CONTRACTOR nor SUBCONTRACTOR shall have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of CONSORTIUM without CONSORTIUM's prior written approval.

12.2 INSURANCE:

Without limiting either party's indemnification of the other and during the term of this Agreement, SUBCONTRACTOR shall maintain at its own expense the following programs of insurance. Such programs and evidence of insurance shall be satisfactory to CONSORTIUM and shall be primary to and not contributing with any other insurance maintained by CONSORTIUM. Certificates of insurance as evidence of coverage shall be delivered to LRS Project Director at the address set forth below and CONTRACTOR prior to commencing services under this Agreement, shall specifically identify this Agreement. SUBCONTRACTOR agrees to provide CONTRACTOR and CONSORTIUM with a thirty (30) day notice of policy cancellation.

Laura Chavez, LRS Project Director

CalSAWS Consortium

Address: 12440 Imperial Highway, 3rd Floor

Norwalk, CA 90650

12.2.1 Liability:

SUBCONTRACTOR's insurance shall include at least the following types of coverage and minimum coverage levels therefor:

CalSAWS
Amended, Restated and Revised LRS Agreement

- (A) General Liability insurance (written on ISO policy form CG 00 01 or its equivalent) with limits of not less than the following:

<u>COVERAGE</u>	<u>LIMIT</u>
General Aggregate	\$2 million
Products/Completed Operations Aggregate	\$2 million
Personal and Advertising Injury	\$2 million
Each Occurrence of above	\$1 million

- (B) Automobile Liability insurance (written on ISO policy form CA 00 01 or its equivalent) with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all “owned”, “hired,” and “non-owned” vehicles, or coverage for “any auto”.

- (C) Workers’ Compensation and Employers’ Liability insurance providing workers’ compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which SUBCONTRACTOR is responsible. If SUBCONTRACTOR’s employees will be engaged in maritime employment, coverage shall provide workers’ compensation benefits as required by the U.S. Longshore and Harbor Workers’ Compensation Act, Jones Act, or any other federal law for which SUBCONTRACTOR is responsible.

In all cases, the above insurance also shall include Employers’ Liability coverage with limits of not less than the following:

<u>COVERAGE</u>	<u>LIMIT</u>
Each Accident	\$1 million
Disease - policy limit	\$1 million
Disease - each employee	\$1 million

- (D) Professional Liability insurance covering liability arising from any error, omission, negligent or wrongful act of SUBCONTRACTOR, its officers, or employees with limits of not less than \$3 million per claim and aggregate. The coverage also shall be maintained for at least two (2) years following the expiration of this Agreement or provide an extended two (2) year reporting period commencing upon termination or cancellation of this Agreement.

- (E) Crime Coverage insurance with limits in amounts not less than indicated below covering against theft of money, securities, or other property committed by SUBCONTRACTOR’s staff performing Work, and naming CONSORTIUM as loss payee.

<u>COVERAGE</u>	<u>LIMIT</u>
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Per Loss	\$1 million
Aggregate	\$2 million

12.3 FAILURE TO PROCURE OR MAINTAIN INSURANCE:

Failure on the part of SUBCONTRACTOR to procure or maintain the required insurance shall constitute a material breach of this Agreement upon which this Agreement may be terminated pursuant to Paragraph 7 (Termination), or as provided in the Prime Contract.

13. RECORDS AND AUDITS:

13.1 SUBCONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Agreement in accordance with generally accepted accounting principles. SUBCONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Agreement. SUBCONTRACTOR agrees that CONSORTIUM, or its duly authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or records relating to this Agreement to determine compliance with this Agreement and the Prime Contract. All such material, including, without limitation, necessary to determine compliance with this Agreement and the Prime Contract, including, without limitation, any applicable financial records, time cards, sign-in/sign-out sheets, and other time and employment records, and proprietary data and information, shall be kept and maintained by SUBCONTRACTOR and shall be made available to CONTRACTOR and CONSORTIUM during the term of this Agreement and for a period of five (5) years thereafter unless written permission of both CONTRACTOR and CONSORTIUM is given to dispose of any such material prior to such time. All such material shall be maintained by SUBCONTRACTOR at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, SUBCONTRACTOR shall make all necessary arrangements, at its own cost and expense, to have such material made available to CONSORTIUM at a CONSORTIUM-approved location in Los Angeles County. If CONSORTIUM representative having access to and the right to examine, audit, excerpt, copy or transcribe any pertinent transaction, activity, or records relating to this Agreement as provided in this Subparagraph 13.1 is a competitor of SUBCONTRACTOR, such representative shall execute a non-disclosure agreement containing terms and conditions that are reasonably satisfactory to CONTRACTOR, SUBCONTRACTOR and CONSORTIUM.

13.2 In the event that an audit is conducted of SUBCONTRACTOR specifically regarding this Agreement by any federal or State auditor, then SUBCONTRACTOR shall file a copy of such audit report with CONSORTIUM's Auditor-Controller and LRS Project Director within thirty (30) days of SUBCONTRACTOR's receipt thereof, unless otherwise provided by applicable

federal or State law or under this Agreement. CONSORTIUM shall make a reasonable effort to maintain the confidentiality of such audit reports.

- 13.3** Failure on the part of SUBCONTRACTOR to comply with the provisions of this Paragraph 13 (Records and Audits) shall constitute a material breach of this Agreement upon which CONTRACTOR may terminate this Agreement.

14. PROPRIETARY CONSIDERATIONS AND CONFIDENTIALITY:

THE FOLLOWING PARAGRAPH 14 SHALL APPLY ONLY TO MATERIALS, DATA, AND INFORMATION, IF ANY, DEVELOPED UNDER THIS AGREEMENT.

- 14.1** Subject to Paragraph 12 (Ownership) of the Prime Contract, the CONTRACTOR and SUBCONTRACTOR agree that all materials of all types, including, without limitation, documents, plans, designs, specifications, diagrams, configurations, reports, manuals, acceptance test criteria, acceptance test plans, LRS Application Software, LRS Data, Project Control Document, departmental procedures and processes, Deliverables, tools, notes, algorithms, formulas, procedures, processes, data, and information, developed under this Agreement, together, in each case, with all copyrights, patent rights, trade secret rights and other proprietary rights therein and thereto (collectively referred to herein as "CONSORTIUM Materials"), shall become the sole property of CONSORTIUM, and SUBCONTRACTOR hereby assigns and transfers to CONSORTIUM all SUBCONTRACTOR's right, title, and interest in and to all CONSORTIUM Materials.
- 14.2** Upon request of CONSORTIUM, SUBCONTRACTOR shall execute all documents requested by CONSORTIUM and shall perform all other acts requested by CONSORTIUM to assign and transfer to, and vest in, CONSORTIUM all SUBCONTRACTOR's right, title, and interest in and to the CONSORTIUM Materials, including, but not limited to, all copyrights, patents, and trade secret rights. CONSORTIUM shall have the right to register all copyrights and patents in the name of the CONSORTIUM. Further, subject to Paragraph 12 (Ownership) of the Prime Contract, CONSORTIUM shall have the right to assign, license, or otherwise transfer any and all CONSORTIUM's right, title, and interest, including, but not limited to, copyrights and patents, in and to the CONSORTIUM Materials.
- 14.3** CONTRACTOR and SUBCONTRACTOR shall protect the security of and keep confidential all CONSORTIUM Materials and other materials obtained or developed under this Agreement.

15. INTELLECTUAL PROPERTY INDEMNIFICATION:

SUBCONTRACTOR shall indemnify, defend, and hold harmless CONTRACTOR, CONSORTIUM, and their respective officers, employees, and agents, from and against any and all third party claims, demands, damages,

liabilities, losses, costs, and expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees, as such are incurred, for or by reason of any actual or alleged infringement of any third party's U.S. patents issued and existing prior to or during the term of this Agreement or any other intellectual property rights, including copyrights or trademarks, patent or copyright, or any other rights of any third party, or any actual or alleged trade secret disclosure or misappropriation, arising from, connected with, or related to the LEADER Replacement System or the operation and utilization of the work under this Agreement. Any legal defense pursuant to SUBCONTRACTOR's indemnification obligations under this Paragraph 15 shall be conducted by SUBCONTRACTOR or CONTRACTOR and performed by counsel selected by CONTRACTOR SUBCONTRACTOR or and approved by CONSORTIUM in writing. Notwithstanding the preceding sentence, CONSORTIUM 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 CONSORTIUM with a full and adequate defense, CONSORTIUM shall be entitled to retain its own counsel, including, without limitation, CONSORTIUM Counsel, and receive reimbursement from SUBCONTRACTOR for all such costs and expenses incurred by CONSORTIUM in doing so. Neither CONTRACTOR nor SUBCONTRACTOR shall have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of CONSORTIUM without CONSORTIUM's prior written approval.

16. WARRANTIES:

16.1 SUBCONTRACTOR represents, warrants, covenants, and agrees that SUBCONTRACTOR shall promptly correct any and all defects, errors, or omissions in the tasks, subtasks, deliverables, goods, services, and other work provided pursuant to this Agreement in order to conform and comply with all Specifications, requirements, descriptions, standards, and representations set forth in this Agreement. The correction of any such defects, errors, or omissions shall be at no cost to CONTRACTOR or CONSORTIUM.

16.2 SUBCONTRACTOR further represents, warrants, covenants, and agrees that:

- (A) SUBCONTRACTOR shall strictly comply with the Specifications, requirements, descriptions, standards, and representations (including, but not limited to, deliverable documentation, performance capabilities, accuracy, completeness, characteristics, configurations, standards, functions, and requirements applicable to professional software design operating meeting industry standards) set forth in this Agreement.
- (B) All tasks, subtasks, deliverables, goods, services, and other work shall be provided and/or performed in a timely and professional manner by qualified personnel.
- (C) Any software or data analysis used by SUBCONTRACTOR shall be available to CONTRACTOR and CONSORTIUM during the term of this Agreement and for a period of five (5) years thereafter, provided that this

warranty shall only apply to software or data analysis owned by or under the control of SUBCONTRACTOR and related to this Agreement;

- (D) All tasks, subtasks, deliverables, goods, services, and other work shall be completed in accordance with this Agreement, the Prime Contract, industry standards, deliverable documentation and manufacturers' specifications.
- (E) All hardware and software provided under this Agreement shall perform according to the Specifications and other requirements as set forth in Exhibit 1 (Statement of Work). Without limitation of the foregoing, all hardware and software shall be free from all Deficiencies, as determined by CONSORTIUM.
- (F) All documentation developed under this Agreement shall be uniform in appearance in terms of font, print size, paper color, binding style, and the like.

16.3 SUBCONTRACTOR shall not intentionally introduce, or cause to be introduced, into any software or any CONSORTIUM system any Disabling Device. SUBCONTRACTOR has not placed, and shall not purposely place, nor is it aware of, any Disabling Device on any LRS Component provided to CONTRACTOR or CONSORTIUM under this Agreement, nor shall SUBCONTRACTOR knowingly permit any subsequently delivered LRS Component to contain any Disabling Device.

16.4 SUBCONTRACTOR shall prevent Disabling Devices from being incorporated or introduced into the LEADER Replacement System and all Updates thereto prior to delivery thereof to CONTRACTOR or CONSORTIUM, and shall prevent any Disabling Devices being incorporated or introduced in the process of SUBCONTRACTOR's loading of LRS Software, loading of Updates thereto, or being introduced in the process of SUBCONTRACTOR's performance of online support.

17. COMPLIANCE WITH APPLICABLE LAW:

17.1 Each party's performance hereunder shall comply with all applicable federal and state laws, rules, regulations, ordinances, guidelines, directives, policies, and procedures, and with all applicable county ordinances and CONSORTIUM JPA Board policies, directives, and other mandates adopted by CONSORTIUM's JPA Board in a public hearing, and all provisions required thereby to be included in this Agreement are hereby incorporated herein by reference.

17.2 SUBCONTRACTOR shall indemnify, defend, and hold harmless CONTRACTOR and CONSORTIUM from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, but not limited to, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by SUBCONTRACTOR, its officers, employees, agents, or subcontractors, to comply with any laws, rules, regulations, ordinances, guidelines, directives, policies, and procedures, specified by Subparagraph 17.1. Any legal defense

pursuant to SUBCONTRACTOR indemnification obligations under this Paragraph 17 shall be conducted by SUBCONTRACTOR or CONTRACTOR and performed by counsel selected by SUBCONTRACTOR or CONTRACTOR and approved by CONSORTIUM in writing. Notwithstanding the preceding sentence, CONSORTIUM 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 CONSORTIUM with a full and adequate defense, CONSORTIUM shall be entitled to retain its own counsel, including, without limitation, CONSORTIUM Counsel, and receive reimbursement from SUBCONTRACTOR for all such costs and expenses incurred by CONSORTIUM in doing so. Neither CONTRACTOR nor SUBCONTRACTOR shall have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of CONSORTIUM without CONSORTIUM's prior written approval.

18. FAIR LABOR STANDARDS:

SUBCONTRACTOR shall comply with all applicable provisions of the federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless CONTRACTOR and CONSORTIUM, their officers, employees and agents from any and all claims, demands, damages, liabilities, losses, costs, and expenses, 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 SUBCONTRACTOR's employees for which CONTRACTOR or CONSORTIUM may be found jointly or solely liable. Any legal defense pursuant to SUBCONTRACTOR's indemnification obligations under this Paragraph 18 shall be conducted by SUBCONTRACTOR or CONTRACTOR and performed by counsel selected by SUBCONTRACTOR or CONTRACTOR and approved by CONSORTIUM in writing. Notwithstanding the preceding sentence, CONSORTIUM shall have the right to participate in any such defense at its sole cost and expense, except that in the event SUBCONTRACTOR fails to provide CONSORTIUM with a full and adequate defense, as CONSORTIUM determines in its sole discretion, CONSORTIUM shall be entitled to retain its own counsel, including, without limitation, CONSORTIUM Counsel, and reimbursement from SUBCONTRACTOR for all such costs and expenses incurred by CONSORTIUM in doing so. Neither CONTRACTOR nor SUBCONTRACTOR shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of CONSORTIUM without CONSORTIUM's prior written approval.

19. RESTRICTIONS ON LOBBYING:

19.1 FEDERAL FUNDS PROJECTS:

If any federal funds are to be used to pay for any of SUBCONTRACTOR's work under this Agreement, SUBCONTRACTOR shall fully comply with all certification and disclosure requirements prescribed by Section 319 of Public Law

101-121 (31 United States Code Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Agreement also fully complies with all such certification and disclosure requirements.

19.2 TERMINATION FOR NON-ADHERENCE TO COUNTY LOBBYIST ORDINANCE:

SUBCONTRACTOR and each county lobbyist or county lobbying firm as defined in Los Angeles County Code Section 2.160.010, retained by SUBCONTRACTOR, shall fully comply with the County Lobbyist Ordinance, Los Angeles County Code Chapter 2.160. Failure on the part of SUBCONTRACTOR or any county lobbyist or county lobbying firm retained by SUBCONTRACTOR to fully comply with the County Lobbyist Ordinance shall constitute a material breach of this Agreement upon which CONSORTIUM may immediately terminate or suspend this Agreement.

20. NONDISCRIMINATION AND AFFIRMATIVE ACTION:

- 20.1** SUBCONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries or holding companies are and will be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, sexual orientation, or political affiliation, in compliance with all applicable federal and state anti-discrimination laws and regulations.
- 20.2** SUBCONTRACTOR shall certify to, and comply with, the provisions of Exhibit 4 (SUBCONTRACTOR's EEO Certification).
- 20.3** SUBCONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, sexual orientation, or political affiliation, in compliance with all applicable federal and state anti-discrimination laws and regulations. Such action shall include, but is not limited to, employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 20.4** SUBCONTRACTOR certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, sexual orientation, or political affiliation.
- 20.5** SUBCONTRACTOR certifies and agrees that it, its affiliates, subsidiaries or holding companies, will comply with all applicable federal and state laws and regulations, to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, sexual orientation, or political affiliation, be excluded from participation in, be

denied the benefits of, or be otherwise subjected to discrimination under, this Agreement or under any project, program, or activity supported by this Agreement.

- 20.6** SUBCONTRACTOR shall allow CONSORTIUM representatives access to its relevant employment documents (not including individual employee records unless agreed to by SUBCONTRACTOR or required by law) during regular business hours to verify compliance with the provisions of this Paragraph 20 when so requested by CONSORTIUM.
- 20.7** If CONSORTIUM finds that any of the provisions of this Paragraph 20 have been violated, such violation shall constitute a material breach of this Agreement upon which CONSORTIUM may terminate or suspend this Agreement. While CONSORTIUM reserves the right to determine independently that the anti-discrimination provisions of this Agreement have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that SUBCONTRACTOR has violated federal or state anti-discrimination laws or regulations shall constitute a finding by CONSORTIUM that SUBCONTRACTOR has violated the anti-discrimination provisions of this Agreement.
- 20.8** The parties agree that in the event SUBCONTRACTOR violates the anti-discrimination provisions of this Agreement, CONSORTIUM shall be entitled, at its option, to the sum of Five Hundred Dollars (\$500) pursuant to California Civil Code Section 1671 as liquidated damages, and not as a penalty, in lieu of terminating or suspending this Agreement.

21. EMPLOYMENT ELIGIBILITY VERIFICATION:

SUBCONTRACTOR warrants that it fully complies with all federal and state statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Agreement meet the citizenship or alien status requirements set forth by federal and state statutes and regulations. SUBCONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal statutes and regulations, including the Immigration Reform and Control Act of 1986, (P.L. 99-603), as they currently exist and as they may be hereafter amended. SUBCONTRACTOR shall retain all such documentation for the period prescribed by law.

SUBCONTRACTOR shall indemnify, defend, and hold harmless CONSORTIUM, its officers, employees, and agents from and against any and all third party claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising out of or in connection with any employer sanctions and any other liability which may be assessed against SUBCONTRACTOR or CONSORTIUM in connection with any alleged violation of any federal or state statutes or regulations pertaining to the eligibility for employment of any SUBCONTRACTOR staff, including Subcontractor staff,

performing work under this Agreement. For the purposes of this Subparagraph 21, “third party” shall include SUBCONTRACTOR staff. Any legal defense pursuant to SUBCONTRACTOR indemnification obligations under this Paragraph 21 shall be conducted by SUBCONTRACTOR or CONTRACTOR and performed by counsel selected by SUBCONTRACTOR or CONTRACTOR and approved by CONSORTIUM in writing. Notwithstanding the preceding sentence, CONSORTIUM 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 CONSORTIUM with a full and adequate defense, CONSORTIUM shall be entitled to retain its own counsel, including, without limitation, CONSORTIUM Counsel, and receive reimbursement from SUBCONTRACTOR for all such costs and expenses incurred by CONSORTIUM in doing so. Neither CONTRACTOR nor SUBCONTRACTOR shall have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of CONSORTIUM without CONSORTIUM’s prior written approval.

22. SUBCONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER:

SUBCONTRACTOR recognizes that the facilities maintained by CONSORTIUM provide services essential to the residents of the communities they serve, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster, or similar event. Notwithstanding any other provision of this Agreement, and subject to the Business Continuity/Disaster Recovery Plan set forth in Exhibit A (Statement of Work) of the Prime Agreement, full performance by SUBCONTRACTOR during any riot, insurrection, civil unrest, natural disaster, or similar event is not excused if such performance remains physically possible without unreasonable risk. Failure to comply with this requirement shall be considered a material breach of this Agreement by SUBCONTRACTOR for which CONSORTIUM may immediately terminate this Agreement.

23. CAPTIONS AND PARAGRAPH HEADINGS:

Captions and paragraph headings used in this Agreement are for convenience only and are not a part of this Agreement and shall not be used in construing this Agreement.

24. WAIVER:

No waiver by either party of any breach of any provision of this Agreement shall constitute a waiver of any other breach or of such provision. Failure of either party to enforce at any time, or from time-to-time, any provision of this Agreement shall not be construed as a waiver thereof. The rights and remedies set forth in this Paragraph 24 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement.

25. GOVERNING LAW, JURISDICTION, AND VENUE:

This Agreement shall be governed by, and construed in accordance with, the laws of the State of California applicable to agreements made and to be performed within that State. Without limiting the foregoing, CONTRACTOR and SUBCONTRACTOR intend that this Agreement shall be subject to the provisions of the Uniform Commercial Code as enacted in California, and the parties hereto shall retain all of their rights and remedies thereunder. CONTRACTOR and SUBCONTRACTOR agree and consent to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Agreement and further agree and consent that venue of any action brought hereunder shall be exclusively in the County of Los Angeles, California. The United Nations Convention on Contracts for the International Sale of Goods is specifically excluded from application to this Agreement.

26. VALIDITY:

If any provision of this Agreement or the application thereof to any person or circumstance is held invalid, the remainder of this Agreement and the application of such provision to other persons or circumstances shall not be affected thereby.

27. AUTHORIZATION WARRANTY:

SUBCONTRACTOR represents and warrants that the person executing this Agreement for SUBCONTRACTOR is an authorized agent who has actual authority to bind SUBCONTRACTOR to each and every term, condition, and obligation of this Agreement and that all requirements of SUBCONTRACTOR have been fulfilled to provide such actual authority.

28. NOTICES:

All notices or demands required or permitted to be given or made under this Agreement, unless otherwise specified, shall be in writing and shall be addressed to the parties at the following addresses and delivered: (i) by hand with signed receipt; (ii) by first-class registered or certified mail, postage prepaid; or (iii) by facsimile transmission followed within twenty-four (24) hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid. Notices shall be deemed given at the time of signed receipt in the case of hand delivery, three (3) days after deposit in the United States mail as set forth above, or on the date of facsimile transmission if followed by timely confirmation mailing. Addresses may be changed by either party giving ten (10) days prior written notice thereof to the other party.

If to CONTRACTOR:

With a copy to CONSORTIUM, addressed as follows:

1. John Boule, CONSORTIUM Executive Director
CalSAWS Consortium
Address: 11290 Pyrites Way, Suite 150
Rancho Cordova, CA 95670
Telephone Number: (916) 851-3201
Fax Number: (916) 638-4367
Email Address: BouleJ@CalSAWS.org

2. Laura Chavez, LRS Project Director
CalSAWS Consortium
Address: 12440 Imperial Highway, 3rd Floor
Norwalk, CA 90650
Telephone Number: (562) 484-7801
Fax Number: (562) 864-7950
Email Address: ChavezL@CalSAWS.org

If to SUBCONTRACTOR:

With a copy to CONSORTIUM, addressed as follows:

1. John Boule, CONSORTIUM Executive Director
CalSAWS Consortium
Address: 11290 Pyrites Way, Suite 150
Rancho Cordova, CA 95670
Telephone Number: (916) 851-3201
Fax Number: (916) 638-4367
Email Address: BouleJ@CalSAWS.org

2. Laura Chavez, LRS Project Director
CalSAWS Consortium
Address: 12440 Imperial Highway, 3rd Floor
Norwalk, CA 90650
Telephone Number: (562) 484-7801
Fax Number: (562) 864-7950
Email Address: ChavezL@CalSAWS.org

Email Address: _____

If to CONSORTIUM:

1. Laura Chavez, LRS Project Director

CalSAWS Consortium
Address: 12440 Imperial Highway, 3rd Floor
Norwalk, CA 90650
Telephone Number: (562) 484-7801
Fax Number: (562) 864-7950
Email Address: ChavezL@CalSAWS.org

With a copy to:

2. John Boule, CONSORTIUM Executive Director
CalSAWS Consortium
Address: 11290 Pyrites Way, Suite 150
Rancho Cordova, CA 95670
Telephone Number: (916) 851-3201
Fax Number: (916) 638-4367
Email Address: BouleJ@CalSAWS.org

29. TERMINATION FOR IMPROPER CONSIDERATION:

CONSORTIUM may, by written notice to SUBCONTRACTOR, immediately terminate this Agreement, if it is found that consideration, in any form, was offered or given by SUBCONTRACTOR, either directly or through an intermediary, to any CONSORTIUM officer, employee or agent with the intent of securing this Agreement or securing favorable treatment with respect to the award, amendment or extension of this Agreement or the making of any determination with respect to SUBCONTRACTOR's performance pursuant to this Agreement. In the event of such termination, CONSORTIUM shall be entitled to pursue the same remedies against SUBCONTRACTOR as it could pursue in the event of default of CONTRACTOR or SUBCONTRACTOR.

SUBCONTRACTOR shall immediately report any attempt by a CONSORTIUM officer or employee to solicit such improper consideration. The report shall be made either to the CONSORTIUM manager charged with the supervision of the employee or to County Auditor-Controller's Employee Fraud Hotline at (213) 974-0914 or (800) 544-6861.

Among other items, such improper consideration may take the form of cash, discounts, services, the provision of travel or entertainment, or tangible gifts.

30. CONSORTIUM'S QUALITY ASSURANCE PLAN:

CONSORTIUM or its agent will evaluate SUBCONTRACTOR's performance under this Agreement on not less than an annual basis. Such evaluation will include assessing SUBCONTRACTOR's compliance with all Agreement terms and performance standards. SUBCONTRACTOR deficiencies that CONSORTIUM determines are severe or continuing and that may place performance of the Prime Contract in jeopardy if not corrected will be reported to

CONSORTIUM's JPA Board. The report will include improvement/corrective action measures taken by CONSORTIUM, CONTRACTOR, and SUBCONTRACTOR. If improvement does not occur consistent with the corrective action measures, CONSORTIUM may terminate this Agreement or impose other penalties against CONTRACTOR as specified in the Prime Contract.

31. SUBCONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

SUBCONTRACTOR acknowledges that CONSORTIUM has established a goal of ensuring that all individuals who benefit financially from CONSORTIUM through contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon CONSORTIUM and its taxpayers.

As required by County's Child Support Compliance Program (Los Angeles County Code Chapter 2.200) and without limiting SUBCONTRACTOR's duty under this Agreement to comply with all applicable provisions of law, SUBCONTRACTOR warrants that it is now in compliance and shall during the term of this Agreement maintain compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 U.S.C. Section 653(a)) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Division ("CSSD") Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

32. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Failure of SUBCONTRACTOR to maintain compliance with the requirements set forth in Paragraph 31 (SUBCONTRACTOR's Warranty of Adherence to County's Child Support Compliance Program) shall constitute a default by SUBCONTRACTOR and material breach of this Agreement. Without limiting the rights and remedies available to CONSORTIUM under any other provision of this Agreement, failure to cure such default within ninety (90) days of written notice by CONSORTIUM (whether through CSSD or otherwise) shall be grounds upon which CONSORTIUM's JPA Board may terminate this Agreement pursuant to Paragraph 7 (Termination).

33. CONFIDENTIALITY:

SUBCONTRACTOR shall maintain the confidentiality of all confidential records and information, including, but not limited to, LRS Data, billings, CONSORTIUM records, and applicant/participant records, and information, 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) County ordinances; (iii) CONSORTIUM guidelines, directives, policies and procedures relating to confidentiality and information security of LRS Data (including any breach of the security of the LEADER Replacement System, such as any unauthorized acquisition of LRS Data that compromises the security, confidentiality, or integrity of personal information) as described in CONSORTIUM-approved Deliverable 5.3 (Information Systems Security Plan) of Exhibit A (Statement of Work) of the Prime Contract, as may be updated from time to time, or (iv) written direction from CONSORTIUM regarding the protection of specific non-LRS Data. All records and information pertaining to persons applying for or receiving assistance and/or services are confidential, and no information related to any individual case or cases shall be in any way disclosed to anyone except employees of DPSS and/or DCFS without the prior written authorization from LRS Project Director. SUBCONTRACTOR shall inform all of its officers, employees, and agents providing services hereunder of the confidentiality provisions of this Agreement.

With respect to any identifiable records or information concerning any applicant/participant that is obtained by SUBCONTRACTOR or any other records or information, SUBCONTRACTOR shall: (i) not use any such records or information for any purpose whatsoever other than carrying out the express terms of this Agreement; (ii) promptly transmit to CONSORTIUM all requests for disclosure of any such records or information; (iii) not disclose, except as otherwise specifically permitted by this Agreement, any such records or information to any person or organization other than CONSORTIUM without CONSORTIUM's prior written authorization that the records are, or information is, releasable; and (iv) at the expiration or termination of this Agreement, return all such records and information to CONSORTIUM or maintain such records and information according to the written procedures sent to SUBCONTRACTOR by CONSORTIUM for this purpose.

34. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT:

SUBCONTRACTOR shall notify its employees performing work under this Agreement that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice 1015.

35. COMPLIANCE WITH JURY SERVICE PROGRAM:

35.1 JURY SERVICE PROGRAM:

This Agreement is subject to the provisions of CONSORTIUM's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code. A copy of the Jury Service Program is available on the Internet at ordlink.com/codes/lacounty for printing purposes.

35.2 WRITTEN EMPLOYEE JURY SERVICE POLICY:

- 35.2.1** Unless SUBCONTRACTOR has demonstrated to CONSORTIUM's satisfaction either that SUBCONTRACTOR is not a "contractor" as defined under the Jury Service Program (Section 2.203.020 of the Los Angeles County Code) or that SUBCONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the Los Angeles County Code), SUBCONTRACTOR shall have and adhere to a written policy that provides that its employees shall receive from SUBCONTRACTOR, on an annual basis, no less than five (5) days of regular pay for actual jury service served. SUBCONTRACTOR's policy may further provide that employees deposit any fees received for such jury service with SUBCONTRACTOR or that SUBCONTRACTOR deduct from the employee's regular pay the fees received for jury service.
- 35.2.2** For the purposes of this Paragraph 36, and as set forth in the Jury Service Program provision of the Los Angeles County Code: "contractor" shall mean a person, partnership, corporation, or other entity, that has a subcontract with a CONSORTIUM contractor, and has received, or will receive, an aggregate sum of Fifty Thousand Dollars (\$50,000) or more in any twelve (12) month period under one (1) or more CONSORTIUM contracts or subcontracts; "employee" shall mean any California resident who is a full-time employee of SUBCONTRACTOR; and "full-time" shall mean forty (40) hours or more worked per week, or a lesser number of hours, if: (i) the lesser number is a recognized industry standard as determined by CONSORTIUM; or (ii) the SUBCONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time.
- 35.2.3** Full-time employees providing short-term, temporary services of ninety (90) days or less within a twelve (12)-month period are not considered full-time for purposes of the Jury Service Program.
- 35.2.4** If SUBCONTRACTOR is not required to comply with the Jury Service Program on the effective date of this Agreement, SUBCONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and SUBCONTRACTOR shall immediately notify CONSORTIUM if SUBCONTRACTOR at any time either comes within the Jury Service Program's definition of "contractor," or if SUBCONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, SUBCONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. CONSORTIUM may also require, at any time during this Agreement term, and at its sole discretion, that SUBCONTRACTOR demonstrate to CONSORTIUM's satisfaction that SUBCONTRACTOR either continues to remain outside of the Jury Service Program's definition of "contractor" and/or that

SUBCONTRACTOR continues to qualify for an exception to the Jury Service Program.

- 35.2.5** SUBCONTRACTOR's violation of this Paragraph 35 may constitute a material breach of this Agreement. In the event of such breach, CONSORTIUM may, in its sole discretion, terminate this Agreement and/or bar SUBCONTRACTOR from the award of future CONSORTIUM contracts for a period of time consistent with the seriousness of the breach.

36. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW:

SUBCONTRACTOR shall notify and provide to its employees a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

37. SUBCONTRACTOR'S ACKNOWLEDGMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW:

SUBCONTRACTOR acknowledges that CONSORTIUM places a high priority on the implementation of the Safely Surrendered Baby Law. SUBCONTRACTOR understands that it is CONSORTIUM's policy to encourage all CONSORTIUM contractors and subcontractors to voluntarily post COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the contractors' and subcontractors' respective places of business. COUNTY's Department of Children and Family Services will supply SUBCONTRACTOR with the poster to be used.

38. RECYCLED BOND PAPER:

SUBCONTRACTOR agrees to use recycled-content paper to the maximum extent possible in connecting with the services to be performed by SUBCONTRACTOR under this Agreement.

39. SUBCONTRACTOR RESPONSIBILITY AND DEBARMENT:

- 39.1** A responsible subcontractor is a subcontractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is CONSORTIUM's policy to conduct business only with responsible subcontractors.
- 39.2** SUBCONTRACTOR is hereby notified that this Agreement is a contract subject to Chapter 2.202 of the Los Angeles County Code, as may be amended during the term of this Agreement.
- 39.3** Any termination of this Agreement by CONSORTIUM under this Paragraph 39 shall not, in and of itself, be deemed or construed to be a termination by CONSORTIUM for default under Paragraph 35 (Termination for Default) of the

Prime Contract or be deemed or construed to entitle CONSORTIUM to exercise any right or remedies under Paragraph 35 (Termination for Default), and shall not be deemed or construed to limit the rights or remedies of either party under this Agreement or at law.

40. SURVIVAL:

The following Paragraphs and Subparagraphs of this Agreement shall survive, to the extent applicable, its expiration or termination for any reason:

- 1 Applicable Documents
- 2 Prime Contract
- 8 Third Party Beneficiary
- 12 Indemnification and Insurance
- 13 Records and Audits
- 14 Proprietary Considerations and Confidentiality
- 15 Intellectual Property Indemnification
- 16 Warranties
- 17 Compliance With Applicable Law
- 18 Fair Labor Standards
- 20 Nondiscrimination and Affirmative Action
- 21 Employment Eligibility Verification
- 23 Captions and Paragraph Headings
- 24 Waiver
- 25 Governing Law, Jurisdiction, and Venue
- 26 Validity
- 27 Authorization Warranty
- 28 Notices
- 29 Termination for Improper Consideration
- 33 Confidentiality
- 40 Survival

IN WITNESS WHEREOF, CONTRACTOR and SUBCONTRACTOR have caused this Agreement to be signed by their duly authorized officers on the day and year first set forth hereinabove.

CONTRACTOR

SUBCONTRACTOR

Name of Contractor

Name of Subcontractor

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

EXHIBIT 1 – STATEMENT OF WORK

(To be prepared by CONTRACTOR and SUBCONTRACTOR)

EXHIBIT 2 - ADDITIONAL TERMS AND CONDITIONS

(To be prepared by CONTRACTOR and SUBCONTRACTOR)

**EXHIBIT 3 - SUBCONTRACTOR EMPLOYEE ACKNOWLEDGEMENT,
CONFIDENTIALITY, AND COPYRIGHT ASSIGNMENT AGREEMENT**

PROJECT NAME _____

SUBCONTRACTOR/EMPLOYER NAME _____

CONTRACTOR NAME

CONTRACT NUMBER _____

GENERAL INFORMATION

The Subcontractor referenced above has entered into a Subcontract with the above-referenced CONTRACTOR to provide certain services to the CalSAWS Consortium (hereafter sometimes "CONSORTIUM") under the above-referenced CONSORTIUM Contract between the above-referenced CONTRACTOR and the CONSORTIUM. The CONSORTIUM requires your signature on this Subcontractor Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement.

EMPLOYEE ACKNOWLEDGMENT

I understand and agree that the above-referenced Subcontractor is my sole employer for purposes of my employment related to the above-referenced CONSORTIUM Contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf during the period of this employment.

I understand and agree that I am not an employee of the CONSORTIUM for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the CONSORTIUM during the period of this employment. I understand and agree that I do not have and will not acquire any rights or benefits from the CONSORTIUM pursuant to any agreement between any person or entity and the CONSORTIUM.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced CONSORTIUM Contract is contingent upon my passing, to the satisfaction of the CONSORTIUM, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the CONSORTIUM, any such investigation shall result in my immediate release from performance under the above-referenced CONSORTIUM Contract and/or any future contract with the CONSORTIUM.

CONFIDENTIALITY

I may be involved with work pertaining to services provided by the CONSORTIUM and, if so, I may have access to confidential data, information, and materials pertaining to persons and/or entities receiving services from the CONSORTIUM. In addition, I may

also have access to proprietary data, information, and materials that are owned, copyrighted, and/or supplied by the CONSORTIUM, the above-referenced CONTRACTOR, the above-referenced Subcontractor, or other vendors doing business with the CONSORTIUM. The CONSORTIUM has a legal obligation to protect all such confidential or proprietary data, information and materials in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in CONSORTIUM work, the CONSORTIUM must ensure that I, too, will protect the confidentiality of such data, information and materials. Consequently, I understand that I must sign this Agreement as a condition of my work to be provided by above-referenced Subcontractor for the CONSORTIUM. I have read this Agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data, information or materials obtained while performing work related to the above-referenced CONSORTIUM Contract between the above-referenced CONTRACTOR and CONSORTIUM. I agree to forward all requests for the disclosure or release of any data, information or materials received by me to the CONTRACTOR's Project Director for the above-referenced CONSORTIUM Contract and to my immediate supervisor.

I agree to protect from loss and to keep confidential all health, criminal and welfare recipient records and all data, information and materials pertaining to persons and/or entities receiving services from the CONSORTIUM, design concepts, algorithms, programs, formats, documentation, vendor proprietary information, and all other original materials produced, created or provided to or by me as related to the above-referenced CONSORTIUM Contract. I agree to protect these confidential items against disclosure to other than the above-referenced Subcontractor, or the above-referenced CONTRACTOR employees or CONSORTIUM employees who have a need to know the information. I agree that if confidential or proprietary data, information and materials of the CONSORTIUM, the above-referenced CONTRACTOR, or other vendors doing business with the CONSORTIUM is provided to me during this employment, I shall keep such data, information and materials confidential.

I agree to report any and all violations of the above-referenced CONSORTIUM Contract or this Agreement by myself and/or by any other person of whom I become aware to the above-referenced CONTRACTOR's Project Director for the above-referenced CONSORTIUM Contract and to my immediate supervisor. I agree to return all confidential and proprietary data, information, and materials to the above-referenced CONTRACTOR's Project Director upon completion of the Subcontract, or termination of my employment with the above-referenced Subcontractor, whichever occurs first.

COPYRIGHT ASSIGNMENT

I agree that all materials, documents, software programs and documentation, designs, specifications, configurations, plans, diagrams, reports, software development tools

and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, notes, algorithms, formulas, processes, procedures, manuals, data, and information and/or tools of all types (including, without limitation, the LRS Application Software (other than: (i) Pre-existing Application Software,; (ii) modifications and enhancements of Pre-existing Application Software to the extent that the license for Pre-existing Application Software does not allow CONTRACTOR to provide CONSORTIUM such rights, and; (iii) Pre-existing Accenture Commercial Software; and (iv) configuration and other uses of Commercially Available Software to the extent that the license for Commercially Available Software does not allow CONTRACTOR to provide CONSORTIUM such rights), LRS Data, Project Control Document, acceptance test criteria, acceptance test plans, departmental procedures and processes, and Deliverables, as such terms are defined or described in the above-referenced CONSORTIUM Contract) developed or acquired by me in whole or in part pursuant to the above-referenced CONSORTIUM Contract, and all works based thereon, incorporated therein, or derived therefrom, shall be the sole property of the CONSORTIUM. In this connection, I hereby assign and transfer to the CONSORTIUM in perpetuity for all purposes all my right, title, and interest in and to all such items, including, without limitation, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof.

Whenever requested by the CONSORTIUM, I agree to promptly execute and deliver to the CONSORTIUM all papers, instruments, and other documents requested by the CONSORTIUM, and to promptly perform all other acts requested by the CONSORTIUM to carry out the terms of this Agreement, including, without limitation, executing an assignment and transfer of copyright in a form substantially similar to Exhibit 3A, attached hereto and incorporated herein by reference.

The CONSORTIUM shall have the right to register all copyrights in the name of the CONSORTIUM of Los Angeles and shall have the right to assign, license, or otherwise transfer any and all of the CONSORTIUM's right, title, and interest, including, without limitation, copyrights, in and to the items described above.

I acknowledge that violation of this Agreement will subject me to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

Date: _____

(Subcontractor Employee's Signature)

(Print Subcontractor Employee's Name/Title)

Original: Contractor

Copy: Subcontractor Employee

EXHIBIT 3A - ASSIGNMENT AND TRANSFER OF COPYRIGHT

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, _____, an individual (hereafter "Grantor"), does hereby assign, grant, convey and transfer to the CONSORTIUM (hereafter "Grantee") and its successors and assigns throughout the world in perpetuity, all of Grantor's right, title and interest of every kind and nature in and to all materials, documents, software programs and documentation, designs, specifications, configurations, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, notes, algorithms, formulas, processes, procedures, manuals, data, and information and/or tools of all types (including, without limitation, the LRS Application Software (other than: (i) Pre-existing Application Software,; (ii) modifications and enhancements of Pre-existing Application Software to the extent that the license for Pre-existing Application Software does not allow CONTRACTOR to provide CONSORTIUM such rights, and; (iii) Pre-existing Accenture Commercial Software; and (iv) configuration and other uses of Commercially Available Software to the extent that the license for Commercially Available Software does not allow CONTRACTOR to provide CONSORTIUM such rights), LRS Data, Project Control Document, acceptance test criteria, acceptance test plans, departmental procedures and processes, and Deliverables, as such terms are defined or described in the Agreement as defined below, and further including those items listed on Schedule A, attached hereto and incorporated herein by reference), developed under the Agreement and the Subcontract described below, including, without limitation, all right, title and interest in and to all copyrights and works protectable by copyright and all renewals and extensions thereof (collectively referred to herein as "Works") and in and to all copyrights and right, title and interest of every kind or nature, without limitation, in and to all works based thereon, incorporated in, derived from, or related to, the Works or from which the Works are derived.

Without limiting the generality of the foregoing, the aforesaid conveyance and assignment shall include, but is not limited to, all prior choses-in-action, at law, in equity and otherwise, the right to recover all damages and other sums, and the right to other relief allowed or awarded at law, in equity, by statute or otherwise.

_____ and Grantee have entered into Agreement Number _____ for _____, dated _____, and any amendments thereto (collectively referred to herein as "Agreement").

Pursuant to the Agreement, _____ and _____ have entered into a Subcontract Agreement for _____, dated _____, and any amendments thereto (collectively referred to herein as "Subcontract").

GRANTOR: _____ DATE: ____/____/____
(Signature)

NAME: _____
(Print)

WORKING TITLE: _____

SCHEDULE A

TO

EXHIBIT 3A

[To Be Completed By CONSORTIUM]

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On _____, 20 ____, before me, the undersigned, a Notary Public in
and for the State of California, personally appeared _____
personally known to me or proved to me on the basis of satisfactory evidence to be the
individual that executed the within Assignment and Transfer of Copyright.

WITNESS my hand and official seal.

NOTARY PUBLIC

EXHIBIT 4 - SUBCONTRACTOR'S EEO CERTIFICATION

Subcontractor's Name

Address

Internal Revenue Service Employer Identification Number

GENERAL

In accordance with Paragraph 4.32.010 of the Code of the County of Los Angeles, the above-referenced Subcontractor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

SUBCONTRACTOR'S CERTIFICATION

- | | | | |
|----|--|---------------------------------|--------------------------------|
| 1. | The subcontractor has a written policy statement prohibiting discrimination in all phases of employment. | YES
<input type="checkbox"/> | NO
<input type="checkbox"/> |
| 2. | The Subcontractor periodically conducts a self analysis or utilization analysis of its work force. | YES
<input type="checkbox"/> | NO
<input type="checkbox"/> |
| 3. | The Subcontractor has a system for determining if its employment practices are discriminatory against protected groups. | YES
<input type="checkbox"/> | NO
<input type="checkbox"/> |
| 4. | Where problem areas are identified in employment practices, the Subcontractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | YES
<input type="checkbox"/> | NO
<input type="checkbox"/> |

Name and title of signer

Signature

Date