

Attachment 7 – Exceptions to The Agreement

CONTRACTOR NAME Gainwell Technologies LLC

ADDRESS 5615 High Point Dr Ste 100, Irving, TX 75038

TELEPHONE# (626) 625-0691 Email dawn.wilder@gainwelltechnologies.com

I have reviewed the **RFP Attachment 6 – BenefitsCal Agreement** in its entirety and have the following exceptions: Please identify and list your exceptions by indicating the Section or Paragraph number, and Page number, as applicable. Bidders are directed to be specific about any objections to content, language, or omissions. Add as many rows and pages as required.

Table 1 - Agreement Exceptions Form

#	SECTION	PAGE #	ORIGINAL LANGUAGE	PROPOSED LANGUAGE	ANTICIPATED IMPACT TO STAFFING AND COST, AS APPLICABLE
2.14	Security Management	11	The operation and management of all controls (e.g., administrative, physical, and technical) that ensure the confidentiality, integrity, protection, and availability of the CalSAWS System, data transmitted to or through the CalSAWS System, and data available to the CalSAWS System.	The operation and management of <u>those</u> all controls (e.g., administrative, physical, and technical) that ensure the confidentiality, integrity, protection, and availability of the CalSAWS System, data transmitted to or through the CalSAWS System, and data available to the CalSAWS System.	No Impact
6.3	Documentation of Staff Organization	53	Contractor agrees to make available to the Consortium a matrix of all Staff working on the Project under this Agreement along with their experience, and to maintain that matrix for	Contractor agrees to make available to the Consortium a matrix of all <u>Key</u> Staff working on the Project under this Agreement along with their experience, and to maintain	Low Impact

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			changes as they occur. This matrix shall include all 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 Key Staff prior to commencing work pursuant to this Agreement.	that matrix for changes as they occur. This matrix shall include all full or part-time Key Staff-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 Key Staff prior to commencing work pursuant to this Agreement.	
6.5	Replacement of Contractor Staff	52	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. <u>Any replacement of Contractor Staff shall be</u>	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.	Low Impact

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			<u>accomplished in a period no longer than two (2) weeks following the departure of the predecessor Staff personnel.</u>	<u>Any replacement of Contractor Staff shall be accomplished in a period no longer than two (2) weeks, or other timeframe approved by the Consortium Executive Director, following the departure of the predecessor Staff personnel.</u>	
6.14.1	Supplemental Contracts	58	It is understood and agreed by the parties hereto that Contractor shall not be responsible for the acts or failures to act of the Consortium, or any other contractors or vendors performing work under agreements other than this Agreement or for any delays which may be caused by the Consortium, or 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 take reasonable steps to mitigate the effect of such delays caused by the	It is understood and agreed by the parties hereto that Contractor shall not be responsible for the acts or failures to act of the Consortium, or any other contractors or vendors performing work under agreements other than this Agreement or for any delays which may be caused by the Consortium, or any such contractors or vendors, except that <u>Notwithstanding the above, the</u> 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 take reasonable steps to mitigate the effect of	Low Impact

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			Consortium, or such other contractors or vendors.	such delays caused by the Consortium, or such other contractors or vendors.	
7.7	Overpayments to Contractor	63	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.	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. <u>The Contractor shall have the right to dispute any finding of erroneous payment or overpayment by the Consortium through the dispute resolution process (Section 17, Dispute Resolution Process) in this Agreement, if both parties are unable to mutually agree.</u>	Low Impact
8.1	CHANGE ORDERS, General	63	The Consortium reserves the right to change any portion of the Deliverables or Services required under this Agreement and any other provisions of this Agreement. All such changes shall be accomplished pursuant to this Section 8.	The Consortium reserves the right to change any portion of the Deliverables or Services <u>within scope of this Agreement and</u> required under this Agreement and any other provisions of this Agreement <u>that are within scope</u> . All such changes shall	Low Impact

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				be accomplished pursuant to this Section 8.	
12.1	General	72	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 (i) 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's, Contractor's agents', employees' or Subcontractors' alleged or actual negligent acts, <u>negligent</u> errors, or <u>negligent</u> omissions or willful misconduct in the performance of Services or	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 (i) 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's, Contractor's agents', employees' or Subcontractors' alleged or actual negligent acts,	High Impact

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			<p>provision of <u>Deliverables</u> pursuant to this Agreement, including to the extent applicable workers' compensation suits, liability, or expense, <u>or (ii) any fines, penalties, or other economic charges imposed on the Consortium by any State or Federal regulatory agency or body arising from Contractor's, Contractor's agents', employees' or Subcontractors' alleged or actual negligent acts, negligent errors, or negligent omissions or willful misconduct in the performance of Services or provision of products pursuant to this Agreement,</u> provided that Consortium Indemnitees provide Contractor with prompt notice of any such claim <u>under (i) or (ii)</u> 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</p>	<p><u>negligent errors, or negligent omissions or willful misconduct in the performance of Services or provision of Deliverables pursuant to this Agreement, including to the extent applicable workers' compensation suits, liability, or expense, or (ii) any fines, penalties, or other economic charges imposed on the Consortium by any State or Federal regulatory agency or body arising from Contractor's, Contractor's agents', employees' or Subcontractors' alleged or actual negligent acts, negligent errors, or negligent omissions or willful misconduct in the performance of Services or provision of products pursuant to this Agreement,</u> provided that Consortium Indemnitees provide Contractor with prompt notice of any such claim <u>under (i) or (ii)</u> of which the Consortium Executive Director has actual knowledge and provides reasonable cooperation in Contractor's defense and any</p>	
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		<p>the Consortium. <u>Without in any way limiting the generality of the indemnification obligations required by this Section 12.1, the claims included in clause (i) above shall also include, but not be limited to, any and all damages arising from Contractor's failure to meet its obligations under Section 15 of this Agreement.</u> Any legal defense pursuant to Contractor's indemnification obligations under this Section 12.1 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 and the State shall have the right to participate in any such defense at their sole cost and expense, except that in the event Contractor fails to provide a full and adequate defense, Consortium Indemnitees or the State shall be entitled to retain</p>	<p>related settlement negotiations. Contractor shall have no indemnification obligation or liability for claims solely arising from the acts and omissions of the Consortium. <u>Without in any way limiting the generality of the indemnification obligations required by this Section 12.1, the claims included in clause (i) above shall also include, but not be limited to, any and all damages arising from Contractor's failure to meet its obligations under Section 15 of this Agreement.</u> Any legal defense pursuant to Contractor's indemnification obligations under this Section 12.1 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 and</p>	
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			<p>their own counsel and receive reimbursement from Contractor for all such costs and expenses incurred by Consortium Indemnitees or the State in doing so. Contractor shall not have the right to enter into any settlement, agreement to any injunction or other equitable relief, or make any admission, on behalf of Consortium Indemnitees or the State without Consortium Indemnitee's or State's prior approval. Contractor's obligation to indemnify the Consortium or the Counties under this Agreement shall only be exercised through the Consortium and upon written demand by the Consortium. Any demand for indemnification by the Counties, or their respective officers, employee, or agents, shall be tendered to the Consortium, which shall have the authority to demand indemnification by and from Contractor.</p>	<p>the State shall have the right to participate in any such defense at their sole cost and expense, except that in the event Contractor fails to provide a full and adequate defense, Consortium Indemnitees or the State shall be entitled to retain their own counsel and receive reimbursement from Contractor for all such costs and expenses incurred by Consortium Indemnitees or the State in doing so. Contractor shall not have the right to enter into any settlement, agreement to any injunction or other equitable relief, or make any admission, on behalf of Consortium Indemnitees or the State without Consortium Indemnitee's or State's prior approval. Contractor's obligation to indemnify the Consortium or the Counties under this Agreement shall only be exercised through the Consortium and upon written demand by the Consortium. Any demand for indemnification by the</p>	
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				Counties, or their respective officers, employee, or agents, shall be tendered to the Consortium, which shall have the authority to demand indemnification by and from Contractor.	
14.7	Limitation on Liability – Contractor	78	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	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	High Impact

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			SECTIONS 11.7, 14.3, 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).	OF SUCH DAMAGES. FOR PURPOSES HEREOF, THE SPECIFIED PAYMENT REMEDIES SET FORTH IN SECTIONS 11.7, 14.3, 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 <u>BUT RATHER SHALL BE SUBJECT TO SUBCLAUSE 14.7(i).</u>	
15.78	Subpoena	8480	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, to the extent permissible under applicable law or not otherwise prohibited by court order, 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	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, to the extent permissible under applicable law or not otherwise prohibited by court order, Contractor agrees to notify the Consortium within <u>ten business (10) days</u> 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	Low Impact

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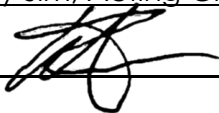
			other legal process. In the event that a subpoena or other legal process in any way concerning Contractor's Confidential Information is served upon the Consortium or any of its member Counties, then the Consortium or any of its member Counties, as applicable, agree to notify Contractor within twenty-four (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.	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 <u>ten business (10) days</u> 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.	
20	REMOTE (OFFSHORE) WORK; SECURITY ACCESS AND TECHNOLOGY REQUIREMENTS	102	Please discuss whether Remote Work includes Gainwell staff that are working on the account but not located in California.		Low Impact
20.5	Background Checks of Staff Working in	106	For all Staff working in Remote/Offshore Facilities, Contractor shall conduct a thorough background check of	For all Staff working in Remote/Offshore Facilities, Contractor shall conduct a thorough background check	Medium Impact

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	Remote/Offshore Facilities		each proposed Staff, to the extent permitted by applicable local law, and shall, upon request, provide written confirmation of that background check having been performed to the Consortium prior to onboarding them. The background check conducted by the Contractor shall include, but not be limited to (i) Identity Verification; Criminal background checks (check of all relevant court records for a ten year period; Education Confirmation (confirm all university level education); Employment Confirmation (confirm all professional employment in the last ten years); searches of various government and criminal sanctions lists, including India specific and global databases; confirmation of all professional licenses.	of each proposed Staff, to the extent permitted by applicable local law, and shall, upon request, provide written confirmation of that background check having been performed to the Consortium prior to onboarding them. The background check conducted by the Contractor shall include, but not be limited to (i) Identity Verification; Criminal background checks (check of all relevant court records for a ten year period; Education Confirmation (confirm all university level education); Employment Confirmation (confirm all professional employment in the last ten seventen years); searches of various government and criminal sanctions lists, including India specific and global databases; confirmation of all professional licenses.	
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Name of Authorized Representative Antony Jim, Acting Chief Financial Officer

Signature of Authorized Representative



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Date 12/12/24