

Contact Information

For further information and discussions, please contact	
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1. Section 5 – Attachment 7 – Exceptions to the Agreement

Attachment 7 – Exceptions to the Agreement

CONTRACTOR NAME Infosys Public Services, Inc.

ADDRESS 700 King Farm Blvd, Suite 200, Rockville, MD 20850

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I have reviewed the RFP Attachment 6 – QA Services 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
1	1	3	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: The terms and conditions in the body of this Agreement, which shall include all exhibits, which are hereby incorporated by reference. The RFP for Quality Assurance (QA) Services #01-2025; and Contractor's Proposal submitted in response to the RFP.	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: The terms and conditions in the body of this Agreement, which shall include all exhibits, which are hereby incorporated by reference. The RFP for Quality Assurance (QA) Services #01-2025.	
2	2.1	3	Acceptance.	Acceptance.	

			A Notice from the Consortium to the Contractor that a QA Deliverable or a QA Service has met the Consortium's reasonable satisfaction and applicable Specifications.	A Notice from the Consortium to the Contractor that a QA Deliverable or a QA Service has met the Consortium's reasonable satisfaction and applicable Specifications identified in the Statement of Work or DED.	
3	2.9	3	Change Control Process. The Consortium's process for reviewing, and evaluating, and making decisions on requests for changes to baseline Work.	Change Control Process. The process for reviewing, and evaluating, and making decisions on requests for changes to baseline Work following mutual agreement upon a change.	
4	2.14	4	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 QA 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 proprietary Software development methodology (if any); proprietary and confidential information of its Subcontractors; and information designated as confidential by either the Consortium or Contractor. Confidential Information also includes any	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 QA 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 proprietary Software development methodology (if any); proprietary and confidential information of its Subcontractors; records of Contractor accessed by Consortium including under an	

			data designated by the State or the Counties as confidential.	audit or inspection, and information designated as confidential by either the Consortium or Contractor. Confidential Information also includes any data designated by the State or the Counties as confidential.	
5	2.21	5	Data. The Consortium's records, employee information, files, forms, Personal Identifiable Information (PII) data and other information that may be utilized in providing Services under this Agreement. "Data" also shall refer to all federal, State, County, and/or other data and information, which is (a) stored online, stored off-line, in transit, 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 CalSAWS Systems, and all backups of such data and information.	Data. The Consortium's records, employee information, files, forms, Personal Identifiable Information (PII) data and other information that may be utilized in providing Services under this Agreement and notwithstanding anything to the contrary, excluding information provided by or owned by Contractor. "Data" also shall refer to all federal, State, County, and/or other data and information, which is (a) stored online, stored off-line, in transit, 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 CalSAWS Systems, and all backups of such data and information.	
6	2.25	6	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.	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 mutually agreed upon in advance of work commencing on a Deliverable.	
7	2.48	7	Specifications.	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, if any; Project Control Documents (PCD); QA Services Plan and Operational Work Documents (OWD). The Specifications are, by this reference, incorporated into this Agreement, as though completely set forth herein.	The Documentation; all applicable County, State and federal policies, laws, codes, regulations and guidelines; the RFP; DEDs; Acceptance Criteria; subsequent Deliverables which have received Acceptance; and other specifications and requirements as described in the Statement of Requirements, if any; Project Control Documents (PCD); QA Services Plan and Operational Work Documents (OWD). The Specifications are, by this reference, incorporated into this Agreement, as though completely set forth herein.	
8	5.1	11	SCOPE OF CONTRACT WORK; DELIVERABLES; REQUIREMENTS. General. Contractor shall provide the Consortium with the QA Deliverables and Services as described in the RFP, the Proposal submitted in response to that RFP, and this Agreement, and in accordance with the QA Service Plan and Specifications. Contractor shall utilize the RFP, its Proposal, the QA Service Plan and OWDs, the QA Deliverables and Services for which the Consortium previously granted Acceptance, Change Orders agreed to by the Consortium and the Contractor, as well as Contractor's expert knowledge as the basis for delivering subsequent QA Deliverables and Services. Contractor will ensure that the QA Deliverables and Services, and Documents and materials provided or presented to, or developed for, the Consortium are consistent with industry standards, easily understandable and logically organized, accurate and complete in their data and provide the appropriate level of detail for their respective	SCOPE OF CONTRACT WORK; DELIVERABLES; REQUIREMENTS. General. Contractor shall provide the Consortium with the QA Deliverables and Services as described in the RFP, the applicable Statement of Work, and this Agreement, and in accordance with the QA Service Plan and Specifications. Contractor shall utilize the RFP, its Proposal, the QA Service Plan and OWDs, the QA Deliverables and Services for which the Consortium previously granted Acceptance, Change Orders agreed to by the Consortium and the Contractor, as well as Contractor's expert knowledge as the basis for delivering subsequent QA Deliverables and Services. Contractor will ensure that the QA Deliverables and Services, and Documents and materials provided or presented to, or developed for, the Consortium are consistent with industry standards, easily understandable and logically organized, accurate and complete in their data to Contractor's actual	

			purposes. Contractor will retain backup copies in writing and on electronic media of all QA Deliverables until termination of this Agreement and shall provide the Consortium on its request, with a copy thereof until that time. As part of the Transition-Out process, Contractor will provide to the Consortium all Deliverables in electronic media.	knowledge, and provide the appropriate level of detail, based on the Statement of Work or DED, for their respective purposes. Contractor will retain backup copies in writing and on electronic media of all QA Deliverables until termination of this Agreement and shall provide the Consortium on its request, with a copy thereof until that time. As part of the Transition-Out process, Contractor will provide to the Consortium all Deliverables in electronic media.	
9	5.5	24	Deliverable Acceptance. 5.5.1 Contractor shall deliver all Deliverables pursuant to this Agreement to the Consortium Executive Director or his/her designee. Each Deliverable will be delivered to the Consortium Executive Director or his/her designee in an electronic media in a format approved by the Consortium. Contractor will be responsible for timely submission of each Deliverable pursuant to the QA Service Plan 5.5.2 In accordance with the review periods delineated in the QA Service Plan, or within ten (10) working days if no review period is delineated, the Consortium will review each 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. 5.5.3	Deliverable Acceptance. 5.5.1 Contractor shall deliver all Deliverables pursuant to this Agreement to the Consortium Executive Director or his/her designee. Each Deliverable will be delivered to the Consortium Executive Director or his/her designee in an electronic media in an industry standard format. Contractor will be responsible for timely submission of each Deliverable pursuant to the QA Service Plan 5.5.2 Within ten (10) working days of receipt of the Deliverable, the Consortium will review each Deliverable to identify any Deficiencies and determine whether the Deliverable conforms to its Acceptance criteria in the DED or SOW. In reasonably sufficient detail, the Consortium will document its review findings in a standard Deliverable Comments Log and will recommend changes to Contractor. Notwithstanding anything to the contrary in this Agreement, the QA Service Plan shall be mutually agreed upon by the	

		If a Deficiency (other than a Cosmetic Deficiency) is found in a Deliverable, Consortium shall promptly give Contractor Notice of its non-acceptance within ten (10) working days or such other period as the parties may agree in writing, with such Notice delineating Deficiencies used as the grounds for the Consortium's decision. Contractor shall promptly, and in accordance with the QA Service 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 Deliverable lacks Deficiencies (other than Cosmetic Deficiencies) and in writing shall either accept or not accept it following such review. If Contractor corrects all <u>Deficiencies</u> (other than Cosmetic Deficiencies) in the 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 within ten (10) working days or such other period as the parties may agree in writing. The correction of Deficiencies is governed by Section 11.3 (Correction of Deficiencies). 5.5.4 If a Deficiency (other than a Cosmetic Deficiency) is found in a Deliverable, or a Deficiency persists following the Consortium's review and recommended revisions to that Deliverable, or if Contractor fails to deliver a Deliverable or revised version thereof with	parties before becoming binding upon Contractor. 5.5.3 If a Deficiency (other than a Cosmetic Deficiency) is found in a Deliverable, Consortium shall promptly give Contractor Notice of its non-acceptance, in reasonably sufficient detail, within ten (10) working days of receipt of the Deliverables or such other period as the parties may agree in writing, with such Notice delineating Deficiencies used as the grounds for the Consortium's decision. Contractor shall promptly, within a minimum of fifteen (15) days, and in accordance with the QA Service Plan, correct Deficiencies described in any Notice(s) of non-acceptance from the Consortium. After Contractor has corrected such Deficiencies, the Consortium shall verify whether the Deliverable lacks Deficiencies (other than Cosmetic Deficiencies) and in writing shall either accept or not accept it following such review. If Contractor corrects all <u>Deficiencies</u> (other than Cosmetic Deficiencies) in the 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 within ten (10) working days or such other period as the parties may agree in writing. If Contractor does not receive a notice of deficiency or Acceptance within ten (10) days of receipt of Deliverable, the Deliverable is deemed accepted. The correction of Deficiencies is governed by Section 11.3 (Correction of Deficiencies).	
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			sufficient time for the Consortium to review, evaluate and comment on the 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 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 Sections 18.1 and 18.2. The Consortium's options under this Section 5.5.4 shall remain in effect until Acceptance of all of the Deliverables. 5.5.5 The Consortium shall provide its Acceptance when it determines that each 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 Deliverable notwithstanding identified Deficiencies; provided however that Contractor shall correct all such remaining and permitted Deficiencies in accordance with this Section. 5.5.6 Contractor shall correct all Cosmetic Deficiencies which remain at Acceptance of the Deliverable and all other Deficiencies permitted by the Consortium to exist at Acceptance of the Deliverable, if any, as soon as reasonably practicable and, in all cases, within thirty (30) days of its Acceptance.	5.5.4 If a Deficiency (other than a Cosmetic Deficiency) is found in a Deliverable, or a Deficiency persists following the Consortium's review and recommended revisions to that Deliverable, or if Contractor fails to deliver a Deliverable or revised version thereof with sufficient time for the Consortium to review, evaluate and comment on the 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 Deliverable for further review. Contractor shall have the final decision on whether to provide a replacement Deliverable. If a replacement Deliverable is not feasible, Contractor may terminate the applicable Statement of Work and issue a refund for prepaid monies to the extent of the Deficiencies. 5.5.5 The Consortium shall provide its Acceptance, within the acceptance periods under this section, when it determines that each 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 Deliverable notwithstanding identified Deficiencies; provided however that Contractor shall correct all such remaining and permitted Deficiencies in accordance with this Section.	
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			5.5.7 Contractor shall continuously protect all Deliverables and backups derived therefrom for damage, destruction or loss caused by the acts or omissions of Contractor and its staff. During the period 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.	5.5.7 Until Acceptance, Contractor shall continuously protect all Deliverables and backups derived therefrom for damage, destruction or loss caused by the acts or omissions of Contractor and its staff. During the period 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.	
10	5.6	25	Representations Regarding Deliverables. By submitting a 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 Deliverable, the Consortium represents only that it has reviewed the 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 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, relating to Contractor's obligations under Section 11 of this Agreement	Warranties Regarding Deliverables. By submitting a Deliverable, Contractor warrants 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 Deliverable, the Consortium represents only that it has reviewed the 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 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, relating to Contractor's obligations under Section 11 of this Agreement	

11	6.3.1	31	Documentation of Staff Organization. 6.3.1. Contractor Organizational Chart. 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 Executive Director's approval. 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. 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.	Documentation of Staff Organization. 6.3.1 Contractor Organizational Chart. 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 Executive Director's approval. 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. 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. Failure of Consortium to approve Key Personnel, within fifteen (15) days shall result in deemed approval.	Contractor requires a reasonable time frame for Consortium to not approve key staff in order to minimize associated financial impacts on Contractor resources.
12	6.4	32	Consortium's Right to Approve/Disapprove Contractor Staff. During the term of this Agreement, the Consortium reserves the right to approve or disapprove Contractor's Staff, to approve or disapprove any proposed changes in such Staff, or to require the removal or reassignment of any Contractor or Subcontractor Staff found unacceptable by the Consortium, to the extent permitted by law. Consortium approval of Contractor Staff or proposed	Consortium's Right to Approve/Disapprove Contractor Staff. During the term of this Agreement, the Consortium reserves the right to approve or disapprove Contractor's Staff, to approve or disapprove any proposed changes in such Staff, or to require the removal or reassignment of any Contractor or Subcontractor Staff found unacceptable by the Consortium, to the extent permitted by law. Consortium approval of Contractor Staff	Contractor requires a reasonable time frame for Consortium to not approve key staff in order to minimize associated financial impacts on Contractor resources.

			changes in Contractor Staff will not be unreasonably withheld.	or proposed changes in Contractor Staff will not be unreasonably withheld. Failure of Consortium to approve Contractor Staff, within fifteen (15) days shall result in deemed approval. Notwithstanding anything to the contrary herein, Contractor should have the ability to remove or replace assigned personnel due to: (1) resignation; (2) move for re-assignment for career aspirations; (3) termination for cause; (4) death or disability; or (4) prolonged absences.	
13	6.6	32	Restrictions on Reassignment of Key Staff. Contractor shall not remove from the Project the Key Staff, nor temporarily reassign or reduce the time of the Key Staff to the Project or divide the time of the Key Staff 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 QA 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 Staff and shall work with Contractor in scheduling Key Staff 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 Staff or Staff for training, corporate meetings, or personal emergencies. In the event Contractor finds it necessary to replace Key	Restrictions on Reassignment of Key Staff. Contractor shall not remove from the Project the Key Staff, nor temporarily reassign or reduce the time of the Key Staff to the Project or divide the time of the Key Staff 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 QA 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 Staff and shall work with Contractor in scheduling Key Staff 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 Staff or Staff for training, corporate meetings, or personal emergencies. In the event Contractor finds it	Contractor requires a reasonable time frame for Consortium to not approve key staff in order to minimize associated financial impacts on Contractor resources.

			Staff due to one of the circumstances described in this Agreement, Contractor shall present to Consortium two (2) alternative replacements to the Consortium for its approval. Consortium shall have the sole right and discretion to select the replacement Key Staff from the two proposed replacement presented to it by Contractor.	necessary to replace Key Staff due to one of the circumstances described in this Agreement, Contractor shall present to Consortium two (2) alternative replacements to the Consortium for its approval. Consortium shall have the sole right and discretion to select the replacement Key Staff from the two proposed replacement presented to it by Contractor. Failure of Consortium to approve Key Staff within fifteen (15) days shall result in deemed approval.	
14	6.7	32	Claims by Contractor's Staff. 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, the Counties, or the State. Contractor will indemnify and hold the Consortium, the Counties, and State, as well as their officer, employees, and agents harmless from any and all such claims asserted against the Consortium, the Counties, or State. 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.	Claims by Contractor's Staff. Any claim made by any person arising out of 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, the Counties, or the State. Contractor will indemnify, and hold the Consortium, the Counties, and State, as well as their officer, employees, and agents harmless from any and all such claims asserted against the Consortium, the Counties, or State. Any person who alleges a claim arising out of employment with Contractor will not be entitled to any compensation, rights, or benefits from the Consortium.	
15	6.9	33	Accounting Requirements. 6.9.1 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	Accounting Requirements. 6.9.1 Contractor shall establish and maintain an accounting system with procedures and practices in substantial accordance with generally accepted accounting principles. The accounting system shall	

			pertaining to the 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. 6.9.2 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 applicable records retention period.	maintain records pertaining to the 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. 6.9.2 Records and procedures pertaining to the calculation and invoicing of Charges for the Project are subject to the Consortium's and State review in accordance with the terms of this Agreement. 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 the applicable statement of work and for three (3) years thereafter.	
16	6.10	34	Records Retention and Access Requirements. 6.10.1 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. 6.10.2 Contractor shall prepare, maintain and preserve all writings, documents, records, and other tangible compilations of data,	Records Retention and Access Requirements. 6.10.1 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. 6.10.2 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 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. 6.10.3 Records involving matters in litigation related to this Agreement shall be kept for three (3) years following the termination of litigation, including all appeals. 6.10.4 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). At no time will the Consortium have the right to any information relating to Contractor's profits in providing Services; records or minutes of Contractor's internal management meetings unrelated to the Project; records relating to Contractor's employees protected by law from disclosure; Confidential Information relating to Contractor's suppliers or customers; or legally privileged information. 6.10.5 Contractor agrees that its financial records shall contain itemized records of all	regardless of the media in which they are maintained, that were prepared or compiled by Contractor and its Subcontractors in performing the Services under this Agreement for three (3) years from the termination or completion of the applicable statement of work. 6.10.3 Records involving matters in litigation directly arising from to this Agreement shall be kept for three (3) years following the termination of litigation, including all appeals. 6.10.4 Contractor shall work with any Consortium-appointed or retained auditor, who is subject to confidentiality requirements at least as restrictive as those in this Agreement and who must not be a competitor of Contractor, 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). At no time will the Consortium have the right to any information relating to Contractor's profits in providing Services; records or minutes of Contractor's internal management meetings unrelated to the Project; records relating to Contractor's employees protected by law from disclosure; Confidential Information relating to Contractor's suppliers or customers; or legally privileged information.	
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			Charges payable by Consortium related to its performance under this Agreement and be available for inspection by the Consortium within ten (10) working days of the request by the Consortium, County, State, or federal agencies. Unless otherwise required by law, nothing in this Section 6.6.5 shall require Contractor to disclose information regarding the Contractor's internal costs and overhead.	6.10.5 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 ten (10) working days of the request by the Consortium, County, State, or federal agencies. Unless otherwise required by law, nothing in this Section 6.6.5 shall require Contractor to disclose information regarding the Contractor's internal costs and overhead. 6.10.6 Consortium's audit rights for any records shall be limited to one audit per year, performed during Contractor's normal business hours, and shall be at Consortium's expense unless the results of an detailed audit disclose an overpayment by Consortium, and in which case, Contractor liability shall be limited to the amount of the overpayment.	
17	6.11	35	Inspections. The 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 business facilities, business premises or such other business locales 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 advance written notice to Contractor. Contractor and	Inspections. The 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 business facilities, business premises or such other business locales 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 advance written notice of at least ten (10) days to	Inspections may substantially disrupt Contractor's operations. The proposed changes minimize disruption and associated financial impacts on Contractor.

			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 this Section, 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.	Contractor. Contractor 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 this Section, during the term of this Agreement and during the three (3) year period thereafter. Inspections and audits will be limited solely to environments dedicated to the performance of Services under this Agreement. Notwithstanding anything to the contrary, the Consortium shall have no right to audit Contractor's internal costs, margins, expenses, third party costs including subcontractor operations, internal audit information, or any data relating to other customers. To the extent any third party conducts an audit for the Consortium, such third party shall be subject to confidentiality obligations at least as restrictive as those under this Agreement.	
18	6.13	35	Supplemental Contracts. 6.13.1 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 provide QA Deliverables and Services that are	Supplemental Contracts. 6.13.1 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 provide QA Deliverables and Services that	

		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 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. Notwithstanding the preceding sentence, 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 such other contractors or vendors. 6.13.2 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.	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 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. Notwithstanding the preceding sentence, 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 directly caused by or directly due to the fault of Contractor. 6.13.2 Contractor shall continue to perform its obligations that are not affected by the work of other contractors or vendors.	
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19	7	36-39	PAYMENTS; INVOICING; AND RELATED FINANCIAL TERMS. 7.1 Total Maximum Contract Sum. 7.1.1 General. All of the pricing and sums set forth in this Section 7 apply to the Scope of Contract Work and Deliverables and Services described in Section 5. The Total Maximum Contract Sum for all QA Deliverables and Services shall not exceed _____ Dollars (\$_____). This Total Maximum Contract Sum is inclusive of all of the following: 7.1.2 Optional Year Pricing. Should the Consortium elect to extend the QA Services being provided by Contractor pursuant to Section 4.2, the Contract Sum for such extended QA Services shall not exceed _____ (\$_____). 7.1.3 QA Services Hourly Rate Card. Contractor's charges for QA Services shall be consistent with its QA Hourly Rate Card. 7.1.4 QA Services Change Order Rate Card. Contractor's charges for Services performed pursuant to an approved Change Order shall be consistent with its QA Services Change Order Rate Card. 7.2 No Increases. Contractor shall not increase the Contract Sums or the Total Maximum Contract Sum	PAYMENTS; INVOICING; AND RELATED FINANCIAL TERMS. 7.1 Total Maximum Contract Sum. 7.1.1 General. All of the pricing and sums set forth in this Section 7 apply to the Scope of Contract Work and Deliverables and Services described in Section 5. The Total Maximum Contract Sum for all QA Deliverables and Services shall not exceed _____ Dollars (\$_____). This Total Maximum Contract Sum is inclusive of all of the following: 7.1.2 Optional Year Pricing. Should the Consortium elect to extend the QA Services being provided by Contractor pursuant to Section 4.2, the Contract Sum for such extended QA Services shall not exceed _____ (\$_____). 7.1.3 QA Services Hourly Rate Card. Contractor's charges for QA Services shall be consistent with its QA Hourly Rate Card. 7.1.4 QA Services Change Order Rate Card. Contractor's charges for Services performed pursuant to an approved Change Order shall be consistent with its QA Services Change Order Rate Card. 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	
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		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.	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.	
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			7.4 Invoices. 7.4.1 Invoices for Deliverables and Services. 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 for all Deliverables and Services. Contractor shall submit invoices for all charges for QA Deliverables, which received Acceptance in the previous month and all QA 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, the number of hours expended for each Deliverable or Service included in the invoice and the hourly rate charged for each discrete item of Work, and the total amount due. The Consortium shall have the right to dispute any invoices submitted for payment by Contractor. 7.4.2 Invoices for Software. 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 for Software. Contractor shall	7.4.1 Invoices for Deliverables and Services. 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 for all Deliverables and Services. Contractor shall submit invoices for all charges for QA Deliverables, which received Acceptance in the previous month and all QA 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, the number of hours expended for each Deliverable or Service included in the invoice and the hourly rate charged for each discrete item of Work, and the total amount due. The Consortium shall have the right to dispute any invoices submitted for payment within fifteen (15) days of receipt of such invoice. 7.4.2 Invoices for Software. Contractor shall submit detailed, correct invoices in accordance with the Consortium's standard invoicing requirements to the Consortium Executive Director for all amounts	
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		submit invoices for all charges for Software incurred by the Contractor in the previous month at the pricing levels agreed to by the Consortium and Contractor. Contractor's invoices shall include as backup all invoices from third-party vendors from whom Software have been obtained but Contractor may redact or remove pricing information from such third-party invoices. Invoices for Software may only be submitted following the Consortium's Acceptance of such Software. Invoices for Software must otherwise meet all requirements for invoices as described in section 7.4.1 above, except as expressly provided otherwise in this section. 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 invoiced as set forth in subsections 7.4.1 and 7.4.2 above. Consortium shall pay for each Deliverable that has received Acceptance and for Services for the time expended in each month multiplied by the labor rate described in the QA Price Proposal for QA Services 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 seek to pay all invoices within thirty (30) days of presentation. The Consortium will holdback ten percent (10%) of each monthly invoice during the Transition-In period. The ten percent (10%) holdback for invoices during the Transition-In period will be released to	to be paid by the Consortium pursuant to this Agreement for Software. Contractor shall submit invoices for all charges for Software incurred by the Contractor in the previous month at the pricing levels agreed to by the Consortium and Contractor. Contractor's invoices shall include as backup all invoices from third-party vendors from whom Software have been obtained but Contractor may redact or remove pricing information from such third-party invoices. Invoices for Software may only be submitted following the Consortium's Acceptance of such Software. Invoices for Software must otherwise meet all requirements for invoices as described in section 7.4.1 above, except as expressly provided otherwise in this section. 7.5 Payments. Except as otherwise provided in this Agreement, and subject to the Consortium's receipt of correct invoices, and Contractor's performance of its obligations hereunder, the Consortium shall pay Contractor the amounts invoiced as set forth in subsections 7.4.1 and 7.4.2 above. Consortium shall pay for each Deliverable that has received Acceptance and for Services for the time expended in each month multiplied by the labor rate described in the QA Price Proposal for QA Services 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 pay all invoices within thirty (30) days of presentation.	
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		Contractor ninety (90) days following Final Acceptance of all Deliverables to be performed and completed as part of the Transition-In process. 7.6 Funding 7.6.1 Lack of Funding; Conditions Subsequent. The parties acknowledge and agree that QA Services are 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	7.6 Funding 7.6.1 Lack of Funding; Conditions Subsequent. The parties acknowledge and agree that QA Services are 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	
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		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. Notwithstanding the above, Consortium agrees to pay all invoices for goods, Services, and Deliverables in accordance with the terms for payment set forth in Section 18.5.2 of this Agreement. 7.7Overpayments to Contractor. Contractor shall promptly, but in all cases within thirty (30) days, pay to the Consortium the full amount of any erroneous	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. Notwithstanding the above, Consortium agrees to pay all invoices for goods, Services, and Deliverables in accordance with the terms for payment set forth in Section 18.5.2 of this Agreement. 7.7Overpayments 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. The Contractor shall have the right to dispute any finding of erroneous payment or overpayment by the	
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			payment or overpayment upon notice of an erroneous payment or overpayment to which Contractor is not entitled. The Contractor shall have the right to dispute any finding of erroneous payment or overpayment by the Consortium through the dispute resolution process set forth in Section 17 of this Agreement if the Parties are unable to agree mutually to a resolution of the payment issue. 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.	Consortium through the dispute resolution process set forth in Section 17 of this Agreement if the Parties are unable to agree mutually to a resolution of the payment issue. 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	
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20	8	39-41	CHANGE ORDERS. 8.1 General. 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. 8.2 Issuance of Change Orders The Consortium may, at any time by a written Change Order, make changes to the Project that are within the scope of the Agreement. Such changes may include, without limitation, revisions or additions to QA Deliverables or Services. All Change Orders shall be subject to requirements and limitations in applicable federal, State and County law. 1.3 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.	CHANGE ORDERS. 8.1 General. Either party reserves the right to request a 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. 8.2 Issuance of Change Orders. Either party may, at any time by a written Change Order, request changes to the Project that are within the scope of the Agreement. Such changes may include, without limitation, revisions or additions to QA Deliverables or 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.	

			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 QA 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	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 QA 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	
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		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 Section 8.4, the Executive Director, if and to the extent authorized by the Consortium Board of Directors, may, acting reasonably, make a determination of the impact on the Total Maximum Contract Sum and the schedule for QA Services and Deliverables 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 17 (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	express written approval of the Consortium Board of Directors or the Consortium Executive Director as applicable, the Change Order, upon mutual agreement thereto, 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 Section 8.4, the Executive Director, if and to the extent authorized by the Consortium Board of Directors, may, acting reasonably, make a determination of the impact on the Total Maximum Contract Sum and the schedule for QA Services and Deliverables 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 17 (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.	
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			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 17 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.	As an alternative to pursuing mediation under Section 17 (Dispute Resolution Process), either party may terminate a Statement of Work for convenience, in accordance with Section 18.5, if the parties are unable to reach agreement in writing on a Change Order request.	
21	9	41-42	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	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, except for Contractor Intellectual Property and third-party materials (as defined in this Agreement), 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.	

		Director, be used only for the performance of Contractor's obligations under and subject to the terms of this Agreement. 9.2.1 Location of Work. Contractor will maintain a significant on-site presence at CalSAWS' business locations during the Transition-In periods. Until the transition is completed and accepted, the Contractor's Key Staff should plan to work on-site approximately 75% of the work week and Contractor will meet all Transition-In staffing requirements set forth in Section 6.1.4 and 6.1.5 of this Agreement. Other Staff will work on-site as necessary to fulfill their responsibilities and complete their assigned project Tasks. Work under this Agreement shall be performed primarily at the CalSAWS North Project site but with some technical work performed at the CalSAWS South Project site. Contractor is responsible for coordination between the Contractor's Staff, the CalSAWS Project team (Consortium and Contractor) and State representatives at the CalSAWS North Project site, and with the team located at the CalSAWS South Project site. In no event may any of the Work to be performed pursuant to this Agreement be conducted offshore.	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. 9.2.1 Location of Work. Contractor will maintain a significant on-site presence at CalSAWS' business locations during the Transition-In periods. Until the transition is completed and accepted, the Contractor's Key Staff should plan to work on-site approximately 75% of the work week and Contractor will meet all Transition-In staffing requirements set forth in Section 6.1.4 and 6.1.5 of this Agreement. Other Staff will work on-site as necessary to fulfill their responsibilities and complete their assigned project Tasks. Work under this Agreement shall be performed primarily at the CalSAWS North Project site but with some technical work performed at the CalSAWS South Project site. Contractor is responsible for coordination between the Contractor's Staff, the CalSAWS Project team (Consortium and Contractor) and State representatives at the CalSAWS North Project site, and with the team located	
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			Meetings may occur in the greater Sacramento area and greater Los Angeles area. Occasional meetings in the Counties are expected during the Agreement term. The specific Project sites currently include the following locations but are subject to change. The Consortium may provide office space for the QA Contractor Staff at the following locations: ▪ CalSAWS North: 11971 Foundation Place, 3rd Floor Gold River, CA 95670 ▪ CalSAWS South: TBD During the Transition-In period, the Consortium staff will participate in the same manner, with a larger on-site presence. The staffing models developed by the Contractor will also document ongoing Consortium staff participation, both on-site and remotely. 9.2.2 Furnished Equipment. Within the Project facilities, the Consortium will provide through its Infrastructure Contractor, Hardware, Software, internet access (that can also support corporate or other VPN and laptop capabilities), access to shared conference rooms and access to shared office equipment including networked	at the CalSAWS South Project site. In no event may any of the Work to be performed pursuant to this Agreement be conducted offshore. Meetings may occur in the greater Sacramento area and greater Los Angeles area. Occasional meetings in the Counties are expected during the Agreement term. The specific Project sites currently include the following locations but are subject to change. The Consortium may provide office space for the QA Contractor Staff at the following locations: ▪ CalSAWS North: 11971 Foundation Place, 3rd Floor Gold River, CA 95670 ▪ CalSAWS South: TBD During the Transition-In period, the Consortium staff will participate in the same manner, with a larger on-site presence. The staffing models developed by the Contractor will also document ongoing Consortium staff participation, both on-site and remotely. 9.2.2 Furnished Equipment. Within the Project facilities, the Consortium will provide through its Infrastructure Contractor, Hardware,	
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		copy machines/printers and dedicated printers as necessary for Contractor Staff to perform their work. For Work conducted at the Consortium or County sites, Contractors must comply with applicable network and technology access and usage policies. 9.3 Damage to Property. Contractor shall continuously protect and be responsible for any loss, destruction, or damage to any real or tangible 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.	Software, internet access (that can also support corporate or other VPN and laptop capabilities), access to shared conference rooms and access to shared office equipment including networked copy machines/printers and dedicated printers as necessary for Contractor Staff to perform their work. For Work conducted at the Consortium or County sites, Contractors must comply with applicable network and technology access and usage policies. 9.3 Damage to Property. Contractor shall continuously protect and be responsible for any loss, destruction, or damage to any real or tangible property which results from, or is caused by, Contractor's grossly negligent or intentional acts or omissions or from the grossly 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 grossly 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,	
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			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.	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 unless such damage is contributory or attributable to the acts or direction of Consortium. 9.4 Notice of Damage. Upon the loss of, destruction of, or damage caused solely by Contractor, to any property owned by the Consortium, Contractor shall notify the Consortium's Executive Director and shall take all reasonable 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.	
22	10	43-44	OWNERSHIP OF HARDWARE, SOFTWARE, AND OTHER PROPERTY.	OWNERSHIP OF HARDWARE, SOFTWARE, AND OTHER PROPERTY.	

			Except for Consortium and Contractor property and equipment 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 CalSAWS Ownership of Pre existing Hardware and Software. The Parties acknowledge that certain CalSAWS System, or predecessor Systems, Hardware or Software 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 CalSAWS Ownership of Deliverables. Consortium shall have full ownership of all Deliverables (of whatever nature) developed or contributed to by Contractor, in connection with the Project, excluding, however, any preexisting intellectual property contributed by Contractor or a third party and constituting Contractor Technology as defined at 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	Except for Consortium and Contractor property and equipment 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 CalSAWS Ownership of Pre-existing Hardware and Software. The Parties acknowledge that certain CalSAWS System, or predecessor Systems, Hardware or Software 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 CalSAWS Ownership of Deliverables. Subject to payment in full, Consortium shall have full ownership of all Deliverables (of whatever nature) developed or contributed to by Contractor, in connection with the Project, that are specifically designed or made for Consortium under the statement of work, excluding, however, any preexisting intellectual property contributed by Contractor or a third party and constituting Contractor Technology as defined at Section 10.4 below. Contractor shall take all actions reasonably necessary to transfer ownership of the Project Deliverables to the Consortium. All	
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		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. On an annual basis, Contractor will provide to the Consortium an inventory of all changes, modifications, and/or enhancements made	Deliverables, in whole and in part, shall, except for any Contractor Technology or third-party materials, be deemed works made for hire of the Consortium for all purposes of copyright law, and 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 U.S. 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, reasonably 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 reasonably 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	
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		by Contractor to any Consortium-owned software and will assign all right, title, and interest to all such enhancements to the Consortium in a manner consistent with this Section 10.2 at no additional cost to the Consortium. 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 QA Work Plan(s) 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 any other provision of this Agreement, Contractor shall own all right, title and interest in and to its own Confidential Information and Contractor Technology (as defined below). 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 Deliverables and Services under this Agreement and that do not include the Consortium's Confidential Information or the Project Deliverables, in whole or in part, and (b) Contractor and its suppliers, including Subcontractors, retain ownership of any and all of its intellectual	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 QA Work Plan(s) 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 any other provision of this Agreement, Contractor shall own all right, title and interest in and to its own Confidential Information and Contractor Technology (as defined below). 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 Deliverables and Services under this Agreement and that do not include the Consortium's Confidential Information or the Project Deliverables, in whole or in part, and (b) Contractor and its suppliers, including Subcontractors, retain ownership of any and all of its intellectual property rights (i) that existed prior to the execution of this Agreement; (ii) is created outside of the scope of this Agreement, including but not	
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		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, processes and procedures, algorithms, 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; or (iii) all modifications, enhancements, and derivative works of the intellectual property rights set forth in (i) and (ii) above (collectively, "Contractor Technology"). The Consortium may use any such Contractor Technology contained in a Deliverable in connection with its use of the Deliverables. The term Contractor Technology includes third-party intellectual property licensed and used by Contractor in the performance of the Services. 10.5 State and Federal Government. 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.	limited to, methods, processes and procedures, algorithms, 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; or (iii) all modifications, enhancements, and derivative works of the intellectual property rights set forth in (i) and (ii) above (collectively, "Contractor Technology"). Contractor grants a non-exclusive, irrevocable (except in the event of non-payment by the Consortium), royalty free, perpetual, non-sublicensable, non-transferable right to the Consortium to use any such Contractor Technology contained in a Deliverable in connection with the specific purpose set forth in the Statement of Work and not to be used separately, or on a standalone basis from the deliverable. In the event that Contractor Technology is not embedded but is used by the Contractor in performance of the services and required by the Consortium to receive the benefits of the Services, Contractor grants to the Consortium a non-exclusive, non-transferable, non-sublicensable, revocable, royalty free license for the term of the applicable statement of work for the Consortium's internal business use of the services. Nothing contained in this Agreement shall be construed to grant Consortium any right to use or exploit such Contractor Technology in its stand-alone form separate and apart from the Services. The Consortium acknowledges that the Deliverables or Services may include third party materials and associated third party intellectual property. All terms regarding the Consortium's use of third-party materials,	
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			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 QA Deliverables.	including license terms and fees, shall be mutually agreed between the parties in the applicable statement of work or DED. 10.5 State and Federal Government. 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 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 QA Deliverables	
23	11.1, 11.2, 11.3, 11.4, 11.5, 11.6	44-46	WARRANTIES. 11.1 Project Deliverables Warranty. Contractor represents, warrants, covenants, and agrees that all Deliverables will be provided, and shall meet all requirements, as set forth in this Agreement, including the Specifications and the QA Services Plan, QA Work Plan and OWDs. All Deliverables shall be	WARRANTIES. 11.1 Project Deliverables Warranty. Contractor warrants, covenants, and agrees that all Deliverables will be provided, and shall meet all requirements, as set forth in this Agreement, including the Specifications and the QA Services Plan, QA Work Plan and	

		complete, meet Specifications, adhere to the applicable DED, be provided timely as defined in the QA 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 QA Services Plan, QA Work Plan, OWDs, 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 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	OWDs. All Deliverables shall be complete, meet Specifications, adhere to the applicable DED, be provided timely as defined in the QA 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 thirty (30) days following Consortium receipt of the Deliverables. All warranty work shall be at no additional cost to the Consortium during the term of this Agreement. 11.2 Project Services Warranty. Contractor warrants that Contractor shall perform the Services as described in this Agreement and in accordance with the QA Services Plan, QA Work Plan, OWDs, and applicable Specifications. 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 Services warranty work shall be for thirty (30) days following Consortium receipt of the Deliverable and at no additional cost to the Consortium. 11.3 Correction of Deficiencies. Contractor warrants, covenants, and agrees that throughout the warranty period set forth in Subparagraphs 11.1 and 11.2, at no additional cost to Consortium, Contractor shall correct any and all Deficiencies in the Deliverables or Services, as determined by	To support timely and compliant revenue recognition, we request limiting the cure period for defects to 30 days. Extended cure periods delays the satisfaction of performance obligations, which in turn impacts our ability to recognize revenue and maintain financial reporting integrity. A 30-day window ensures operational accountability while aligning with both parties' fiscal and compliance objectives.
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			period set forth in Subparagraphs 11.1 and 11.2, at no additional cost to Consortium, Contractor shall correct any and all Deficiencies in the Deliverables or 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 periods specified in Subparagraphs 5.5.3 and 5.5.4. Contractor shall correct any Deficiency in QA Services and Deliverables provided under this Agreement in accordance with the applicable Corrective Action Plan or as otherwise approved by Consortium Executive Director. 11.4 Price Warranty. 11.4.1 This Agreement includes the full amount of compensation and reimbursement that Consortium will be asked to provide Contractor in order for Contractor to fully perform all of its obligations under this Agreement, and Contractor shall be able to fully perform all of its obligations under this Agreement with such amount of compensation and reimbursement. 11.4.2 Contractor understands that Consortium is entering into this Agreement in reliance upon the premise that, subject to Section 11.5.3 below, Contractor shall fully perform all of its obligations under this Agreement without seeking any additional compensation or reimbursement beyond that already provided for in this Agreement.	the Consortium Executive Director or Contractor. All corrective actions shall be performed with Contractor's promptness, diligence, and speed toward correction (Warranty Work Response). Contractor shall correct any Deficiency in QA Services and Deliverables provided under this Agreement in accordance with any mutually agreed upon Corrective Action Plan. 11.4 Price Warranty. 11.4.1 This Agreement includes the full amount of compensation and reimbursement that Consortium will be asked to provide Contractor in order for Contractor to fully perform all of its obligations under this Agreement, and Contractor shall be able to fully perform all of its obligations under this Agreement with such amount of compensation and reimbursement. 11.4.2 Contractor understands that Consortium is entering into this Agreement in reliance upon the premise that, subject to Section 11.5.3 below, Contractor shall fully perform all of its obligations under this Agreement without seeking any additional compensation or reimbursement beyond that already provided for in this Agreement. 11.4.3 The warranties, and covenants set forth in Sections 11.5.1 and 11.5.2 exclude and do not apply to any requests by Contractor for any increase in compensation or reimbursement under this Agreement for: (i) the State's implementation of a sales or use tax on services or any other new form of tax	
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			11.4.3 The representations, warranties, and covenants set forth in Sections 11.5.1 and 11.5.2 exclude and do not apply to any requests by Contractor for any increase in compensation or reimbursement under this Agreement for: (i) the State's implementation of a sales or use tax on services or any other new form of tax not in effect on the Effective Date; and (ii) material changes to the CalSAWS System necessitated by: (a) a change in federal, State, Consortium or County rules, regulations, or policies; (b) a change initiated by Consortium or agreed upon by the parties pursuant to Section 8; or (c) price adjustments pursuant to the last sentence of Section 19.21, Force Majeure, or pursuant to a stop work pursuant to Section 14.5. Consortium Executive Director will determine whether or not any such changes necessitate a material change to the CalSAWS System. 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 QA Project.	not in effect on the Effective Date; and (ii) material changes to the CalSAWS System necessitated by: (a) a change in federal, State, Consortium or County rules, regulations, or policies; (b) a change initiated by Consortium or agreed upon by the parties pursuant to Section 8; or (c) price adjustments pursuant to Section 19.8 Force Majeure. 11.5 Additional Warranties. Contractor warrants, covenants, and agrees that throughout the term of this Agreement: 11.5.1 Contractor shall comply with the descriptions (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 QA 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 and for which State has thirty (30) days following delivery to notify Contractor of any defects. 11.5.3 All documentation developed under this Agreement shall, to the best of Contractor's knowledge, be complete, accurate, and uniform in appearance in terms of font size, table structures, page	
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		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 CalSAWS System 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 System, including Program Data, or of causing any unplanned interruption of the operations of, or accessibility of, the System to the Consortium or any user, or which could alter, destroy, or inhibit the use of the System, or the data contained therein, or which could block access to or prevent the use of the System or component thereof 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 the CalSAWS System. 11.6 Additional Representations. 11.6.1 Power and Authority.	layouts, table and figure references, section numbering and the like. 11.5.4 Contractor shall not knowingly or intentionally cause any interruption of the operations of, or accessibility to, the CalSAWS System 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 System, including Program Data, or of causing any interruption of the operations of, or accessibility of, the System to the Consortium or any user, or which could alter, destroy, or inhibit the use of the System, or the data contained therein, or which could block access to or prevent the use of the System or component thereof 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 the CalSAWS System. 11.6 Additional Representations.	
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			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 in the future any direct or indirect interest without prior notification to the Consortium 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 Contractor is the owner of the QA Deliverables that are to be transferred and assigned to Consortium or otherwise has the right to grant to Consortium the licenses described herein without violating any rights of any third party; 11.6.3.2 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 granted or licensed by Contractor to Consortium hereunder;	11.6.1 Power and Authority. Contractor 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 warrants that it, to the best of its knowledge, has no interest and shall not acquire in the future any direct or indirect interest without prior notification to the Consortium 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 warrants that: 11.6.3.1 Contractor is the owner of the QA Deliverables that are to be transferred and assigned to Consortium or otherwise has the right to grant to Consortium the licenses described herein without knowingly violating any rights of any third party; 11.6.3.2 As of the Execution Date of this Agreement, there is no known actual or any threatened suit by any such third party based on an alleged violation of the rights granted or licensed by Contractor to Consortium hereunder;	
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		11.6.3.3 The QA Deliverables shall not infringe or misappropriate any right of, and will be free of any claim of, any third person or entity based on patent, copyright, trade secret, unfair trade practice, or other intellectual property right; and 11.6.3.4 Consortium shall peacefully and quietly have, hold, possess, and enjoy each QA 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.	11.6.3.3 The QA Deliverables do not knowingly infringe or misappropriate any right of, and are free of any claim of, any third person or entity based on U.S. patent, copyright, trade secret, unfair trade practice, or other intellectual property right; and 11.6.3.4 Consortium shall peacefully and quietly have, hold, possess, and enjoy each QA Deliverable without suit or interruption. 11.6.4 Legal and Regulatory Compliance. Contractor 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, unless the Consortium is also determined to be contributorily at fault, be the sole responsibility of Contractor to bring the Services and Deliverables into compliance. In addition, Contractor shall be responsible for and shall defend and indemnify the State, the Counties, the Consortium, and their officers, directors, and employees, against any finally determined 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	
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			11.6.5 Contractor's Good Standing. Contractor represents and warrants that: 11.6.5.1 Contractor is a corporation, partnership, or other business entity, 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	Contractor's or its Subcontractors' performance of their obligations. 11.6.5 Contractor's Good Standing. Contractor warrants that: 11.6.5.1 Contractor is a corporation, partnership, or other business entity, 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 known 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	
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			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.	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 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.	
24	11.7	48	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 Section 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	Breach of Warranty Obligations Notwithstanding anything to the contrary herein, in the event that Contractor fails to 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 report the failure within thirty (30) days of the date of delivery of the Services or Deliverables. The Consortium shall have the right to withhold payment to Contractor subject to the provisions of Section 14.1 and Contractor shall repair or replace any deficiency or refund any fees paid to the extent of any deficient Services or Deliverables as the Consortium's sole and exclusive remedy.	

			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. EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE PARTIES MAKE NO OTHER REPRESENTATIONS OR WARRANTIES, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY EXCLUDES ALL OTHER WARRANTIES, REPRESENTATIONS, OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE..	EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE PARTIES MAKE NO OTHER REPRESENTATIONS OR WARRANTIES, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY EXCLUDES ALL OTHER WARRANTIES, REPRESENTATIONS, OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE	
25	12.1	49	Indemnification - 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 (i) claims and lawsuits by third parties, for any damages of any nature	Indemnification – General. Contractor shall indemnify, defend the Consortium, and its elected and appointed officers, employees, Consortium Members (hereafter in this Section 12 "Consortium Indemnities") and the State and its officers, and employees, from and against claims, liabilities, damages, costs, and expenses, including defense costs and reasonable 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	

			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, 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' actual negligent acts, negligent errors, or negligent omissions or willful misconduct in the performance of Services or provision of products pursuant to this Agreement, provided that Consortium Indemnitees provide Contractor with prompt notice of any such claim under (i) or (ii) of which the Consortium Executive Director has actual knowledge and provides reasonable cooperation in Contractor's defense and any related settlement negotiations. The extent of Contractor's indemnification obligations under clause (ii) above shall be subject to the limitation of liability specified in Section 14.7. Contractor shall have no indemnification obligation or liability for claims solely arising from the acts and omissions of the Consortium. 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 any and all damages arising from Contractor's failure to meet its obligations under Section 15 of this Agreement. Any legal defense pursuant	injury (including purely economic damage), or real or tangible personal property damage directly arising from Contractor's, Contractor's agents', employees' or Subcontractors' actual negligent acts, grossly negligent errors, or grossly 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) finally adjudicated 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' actual grossly negligent acts, grossly negligent errors, or grossly negligent omissions or willful misconduct in the performance of Services or provision of products pursuant to this Agreement, provided that Consortium Indemnitees provide Contractor with prompt notice of any such claim under (i) or (ii) of which the Consortium Executive Director has actual knowledge or reason to know and provides reasonable cooperation in Contractor's defense and any related settlement negotiations. Contractor's indemnification obligations shall be subject to the limitation of liability specified in Section 14.7. 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 12.1 shall be conducted by Contractor and performed by counsel selected by Contractor. Notwithstanding the preceding sentence, Consortium Indemnitees and the	
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			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 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.	State shall have the right to participate in any such defense at their sole cost and expense. 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, which shall not be unreasonably withheld. 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, their respective officers, or employees shall be tendered to the Consortium, which shall have the authority to demand indemnification by and from Contractor. If Consortium's negligent act or omission is subsequently determined to be a contributing cause of a suit or claim, liability shall be apportioned between the parties. ANY CLAIM FOR INDEMNIFICATION UNDER THIS SECTION, MUST BE BROUGHT WITHIN ONE (1) YEAR OF DELIVERY OF THE DELIVERABLES OR SERVICES. AFTER SUCH TIME PERIOD, THIS INDEMNIFICATION PROVISION SHALL TERMINATE AND HAVE NO FURTHER FORCE OR EFFECT. THE INDEMNITY PROVISIONS SET FORTH IN THIS SECTION STATE CONTRACTOR'S ENTIRE OBLIGATION AND LIABILITY, AND CONSORTIUM'S SOLE AND EXCLUSIVE REMEDY, WITH RESPECT TO ANY INDEMNITY CLAIM.	
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26	12.2	50	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 QA 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 QA Deliverables or Services with any other data or (b) the Consortium fails to obtain intellectual property rights necessary to permit Contractor to perform any of the Services required by this Agreement. In case the QA 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 the right to	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, and employees, from and against any losses, liabilities, damages, penalties, costs, fees, and expenses from any claim or action against the Consortium Indemnitees or the State and its officers, and employees by third parties, which is based on a claim that Consortium Indemnitees' or the State and its officers, and employees, use of or rights to the QA Deliverables or Services, or any one or part thereof, under this Agreement infringes a U.S. 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 QA Deliverables or Services with any other data; (b) the Consortium fails to obtain intellectual property rights necessary to permit Contractor to perform any of the Services required by this Agreement; (c) use of third party materials, where Contractor's use of such third party materials has been in accordance with relevant licensing terms; (d) use of the product, material or service in other than the specified operating conditions and environment; (e) any acts or omission of the Consortium or third parties acting on behalf of the Consortium; and (f) any	We propose limiting indemnification to third-party claims, as broader coverage could expose us to unpredictable internal cost liabilities that are difficult to quantify and insure against. This approach ensures financial risk remains manageable and aligned with industry standards.
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			continue using the Deliverables; (b) modify the Deliverables to comply with the Specifications and not to violate any intellectual property rights; or (c) terminate the use of any infringing Deliverables upon receipt of Notice from the Consortium and refund all sums paid for such Deliverables, as applicable.	information, data, or documentation generated using any form of artificial intelligence. In case the QA 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 the right to continue using the Deliverables; (b) modify the Deliverables to comply with the Specifications and not to violate any intellectual property rights; or (c) terminate the use of any infringing Deliverables upon receipt of Notice from the Consortium refund all sums paid for such infringing Deliverables (based on a five-year straight line depreciation commencing upon delivery), as applicable. ANY CLAIM FOR INDEMNIFICATION UNDER THIS SECTION MUST BE BROUGHT WITHIN ONE (1) YEAR OF DELIVERY OF THE DELIVERABLES OR SERVICES. AFTER SUCH TIME PERIOD, THIS INDEMNIFICATION PROVISION SHALL TERMINATE AND HAVE NO FURTHER FORCE OR EFFECT. THE INDEMNITY PROVISIONS SET FORTH IN THIS SECTION STATE CONTRACTOR'S ENTIRE OBLIGATION AND LIABILITY, AND CONSORTIUM'S SOLE AND EXCLUSIVE REMEDY, WITH RESPECT TO ANY INDEMNITY CLAIM, INCLUDING FOR INFRINGEMENT OF A THIRD PARTY'S INTELLECTUAL PROPERTY RIGHTS BY THE DELIVERABLES OR SERVICES.	
27	13.1, 13.2,	50-51	LIQUIDATED DAMAGES.	Remove section.	Liquidated damages impose

	13.3, 13.4		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 Staff. In the event that Contractor fails to provide all Key Staff as described in Section 6.2, or to replace Key Staff pursuant to the requirements of Section 6.5, the Consortium will provide Contractor with two (2) weeks, or such other time as the parties may agree in writing, in which to provide such Key Staff, after which, at its option, Consortium may reduce Contractor's monthly charges by One Thousand Dollars (\$1,000) for each workday and for each Key Staff member not working under this Agreement until the earliest of: (a) the assignment or reassignment of such Key Staff 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 Staff member(s), which approval will not unreasonably be withheld.		a predetermined penalty that may not reflect actual harm and could be deemed unenforceable if found punitive rather than compensatory.
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			13.3 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. Notwithstanding the foregoing, any damages to which the Consortium is entitled to recover under this Agreement shall be proportionately reduced by the Liquidated Damages payable to, or previously paid to, the Consortium. 13.4 Payments. Amounts due the Consortium as Liquidated Damages may be deducted by the Consortium from any amounts owing to 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.		
28	14.2	51	Reductions in Payments Due. Amounts due the Consortium by Contractor, including but not limited to Liquidated Damages 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	Remove section.	Contractor requests removal of setoff provisions. Setoffs result in unexpected deductions that could disrupt cash flow and financial

			Consortium from any money payable to Contractor pursuant to this Agreement.		planning. Allowing setoffs can introduce uncertainty and complicate revenue recognition and accounting processes.
29	14.3	51	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 QA Deliverables.	Remove section.	
30	14.6	52	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	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	Limitations of liability for direct and indirect damages are necessary and the proposed figures are commensurate with the anticipated

			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.	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 PAID AND TO BE PAID BY IT TO CONTRACTOR UNDER THE APPLICABLE STATEMENT OF WORK DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM, INCLUDING WITHOUT LIMITATION CHANGE ORDER PRICES AGREED TO BY THE PARTIES OR OTHERWISE ADJUDICATED.	services, and align with industry standards.
31	14.7	53	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 11.7, 14.3, AND 19.24 OF THIS AGREEMENT AND DAMAGES ARISING FROM BREACH OF SECTION 15, CONFIDENTIAL DATA, SHALL NOT BE DEEMED CONSEQUENTIAL,	Limitation on Liability – CONTRACTOR. (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 APPLICABLE STATEMENT OF WORK DURING THE TWELVE (12) MONTHS IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO THE CLAIM, 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. CONTRACTOR'S LIMITATION OF LIABILITY IS CUMULATIVE WITH ALL OF CONTRACTOR'S EXPENDITURES BEING AGGREGATED TO DETERMINE SATISFACTION OF THE ABOVE	Limitations of liability for direct and indirect damages are necessary and the proposed figures are commensurate with the anticipated services, and align with industry standards.

			INDIRECT, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES.	LIMIT. THE EXISTENCE OF CLAIMS OR SUITS WILL NOT ENLARGE OR EXTEND THE LIMIT. THE LIMITATION OF LIABILITY PROVISIONS SET FORTH IN THIS AGREEMENT ARE A MATERIAL PART OF THE BARGAIN. EACH PARTY ACKNOWLEDGES AND AGREES THAT THESE LIMITATION OF LIABILITY PROVISIONS SHALL APPLY WHETHER OR NOT THE REMEDIES ALLOWED UNDER THIS AGREEMENT ARE DEEMED ADEQUATE AND WHETHER OR NOT SUCH REMEDIES FAIL THEIR ESSENTIAL PURPOSE. CONTRACTOR'S LIABILITY TO THE CONSORTIUM IS REDUCED TO THE EXTENT (IF ANY) THAT THE CONSORTIUM CAUSES OR CONTRIBUTES TO THE RELEVANT LOSS OR FAILS TO ACT REASONABLY TO MITIGATE ITS LOSS.	
32	15.1	53	Confidentiality of Consortium and Third-Party Information. Contractor shall maintain the confidentiality of all confidential records and information, including information relating to the QA 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; and (iii) Consortium written guidelines, directives, policies and procedures relating to confidentiality and information security of all Program Data (including any breach of the security of the CalSAWS System, such as any unauthorized acquisition of Program Data that compromises	Confidential Information. (a) Each party shall maintain the confidentiality of all Confidential Information of the other party, including information relating to the QA Project, billings, Consortium records, Contractor 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; and (iii) Consortium written guidelines, directives, policies and procedures relating to confidentiality and information security of all Program Data (including any breach of the security of the CalSAWS System, such as any unauthorized acquisition of Program Data that	Each party may share proprietary data based on the scope of an SOW and any confidentiality breach could result in significant direct damages for each party.

			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, California Department of Social Services (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 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 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,	compromises the security, confidentiality, or integrity of personal information); or (iv) written direction from the Consortium regarding the protection of specific non Program Data; and (v) this Agreement. 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, California Department of Social Services (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 comply with, implement, adhere to and align with, track, and as necessary, report on all applicable State, federal, and CalSAWS data security standards, regulations, guidelines and requirements in place as of the date of the Contractor's Proposal, and thereafter shall update its compliance obligations to adhere to any changes in applicable State, federal and CalSAWS standards, regulations, guidelines, and requirements. These include, but are not limited to, Social Security Administration (Technical System Security	
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			federal, and CalSAWS data security standards, regulations, guidelines and requirements in place as of the date of the Contractor's Proposal, and thereafter shall update its compliance obligations to adhere to any changes in applicable State, federal and CalSAWS standards, regulations, guidelines, and requirements. These include, but are not limited to, Social Security Administration (Technical System Security Requirements), NIST, ADA, and California SIMM / SAM requirements.	Requirements), NIST, ADA, and California SIMM / SAM requirements. (b) Confidential Information may be information disclosed to the receiving Party either orally, visually, in writing (including graphic material) or by way of consigned items. The receiving Party shall take all reasonable security precautions, including precautions at least as great as it takes to protect its own confidential information, to protect the secrecy of Confidential Information. The receiving Party may disclose Confidential Information only to its employees or consultants on a need-to-know basis. Confidential Information excludes: (i) information that is in the public domain or becomes part of the public domain after the date of disclosure; (ii) information which is obtained from a third party, who is not prohibited from disclosing the information under a contractual, or legal obligation; (iii) information that is independently developed without use or reference to the other party's information; (iv) information that is required to be disclosed pursuant to the applicable law; or in accordance with a judicial or governmental order/action; or to third parties pursuant to compliance with applicable laws, for example, disclosures made to auditors for filings or audits. or (vi) information that is specifically approved by the disclosing party for release. (c) The secrecy of the Confidential Information disclosed pursuant to this Agreement, except for information pertaining to persons, shall be maintained for a period of five (5) years following disclosure thereof.	
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33	15.2	54	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.	Audit. No more than once during any 12-month period, and subject to at least ten (10) days advanced notice, 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. Notwithstanding anything to the contrary, the Consortium shall have no right to audit Contractor's internal costs, margins, expenses, third party costs including subcontractor operations, internal audit information, or any data relating to other customers. To the extent any third party conducts an audit for the Consortium, such third party shall not be a competitor of Contractor and shall be subject to confidentiality obligations at least as restrictive as those under this Agreement.	Audits may substantially disrupt Contractor's operations. The proposed changes minimize disruption and associated financial impacts on Contractor.
34	16	56-58	Insurance. 16.1 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 having an AM Best rating of A – VII (or equivalent). Contractor shall include the Consortium, its boards,	Insurance. 16.1 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 having an AM Best rating of A – VII (or equivalent). Contractor shall include the Consortium, its boards,	Contractor's insurance policies are with international vendors and the proposed limits align with industry standards for each type.

			agencies, contractors, officers, employees, agents and volunteers, and the State, both individually and collectively, as additional 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. If Contractor fails to buy and maintain the insurance coverage described in this Section 16, the Consortium may terminate this Agreement under Section 18.1 (Termination for Material Breach). The minimum acceptable limits shall be as indicated below and Contractor shall be solely responsible for covering any deductibles provided in those policies. 16.1.1 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; 16.1.2 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; 16.1.3 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;	agencies, contractors, officers, employees, and the State, both individually and collectively, as additional 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 16, the Consortium may terminate this Agreement under Section 18.1 (Termination for Material Breach). The minimum acceptable limits shall be as indicated below and Contractor shall be solely responsible for covering any deductibles provided in those policies. 16.1.1 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 \$1 million per occurrence/\$2 million general aggregate; 16.1.2 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 \$1 million per accident/\$2 million general aggregate. 16.1.3 Employer Practices Liability Insurance covering the risks of Contractor's Staff and employees' bodily injury by accident or disease with limits of \$1 million per occurrence for bodily injury by accident/\$2 million general aggregate.	
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		16.1.4 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; 16.1.5 Professional Liability or Errors and Omissions with coverage of not less than \$2 million per claim/\$5 million general aggregate; and 16.1.6 Umbrella Policy providing excess limits over the general liability, automobile liability and employer liability primary policies in an amount not less than \$3 million per occurrence and in the aggregate. 16.2 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 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. 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 18.1 (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	16.1.4 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; with limits of \$1 million per occurrence/\$2 million general aggregate. 16.1.5 Professional Liability or Errors and Omissions with coverage of \$1 million per occurrence/\$2 million general aggregate. 16.2 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 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. 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 18.1 (Termination for Material Breach). 16.3 Subcontractors. Subcontractors shall maintain insurance at a level commensurate with the extent of the scope of work they are performing on the Project. Failure of Subcontractor(s) to comply	
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		and transmit the same to the responsible State agency. 16.3 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. Subcontractors shall maintain insurance at a level commensurate with the extent of the scope of work they are performing on the Project. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility. 16.4 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 16. Contractor's insurance policies shall not be reduced in scope without the Consortium's prior written consent. 16.5 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 upon renewal. These certificates of insurance	with insurance requirements does not limit Contractor's liability or responsibility. 16.4 Cancellation. During the term of this Agreement, Contractor's insurance policies shall not be canceled or non-renewed in scope of coverage without provision for equivalent substitute insurance that will satisfy the requirements set forth in this Section 16. 16.5 Insurance Documents. Contractor shall furnish to the Consortium copies of certificates of all required insurance following the Agreement Effective Date, and copies of renewal certificates of all required insurance upon renewal. Failure to maintain insurance as required by this Section 16 shall be grounds for termination of this Agreement under Section 16.1 (Termination for Material Breach).	
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			must expressly indicate compliance with each and every insurance requirement specified in this Section 16. Failure to maintain insurance as required by this Section 16 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. 16.6 Increased Coverage. If any aggregate insurance limit is exceeded, Contractor must purchase additional coverage to meet these requirements. 16.7 Cross Liability. All insurance provided by Contractor that affords additional insured status 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) or separation of insured provision.		
35	17.1	58	DISPUTE RESOLUTION. 17.1 Disputes Between Contractor and Other Contractors in Multi-Contractor Environment. 17.1.1 The Consortium currently operates the CalSAWS System in a multi-contractor environment. As such, Contractor will be	DISPUTE RESOLUTION. 17.1 Disputes Between Contractor and Other Contractors in Multi-Contractor Environment. 17.1.1 The Consortium currently operates the CalSAWS System in a multi-contractor environment. As such, Contractor will be	Dispute resolution through ADR mechanisms is the most cost effective and timely approach vice litigation.

		required to interact and work cooperatively with other contractors on various aspects of the CalSAWS System, including ongoing application and infrastructure development, testing, deployment and maintenance. 17.1.2 The Consortium has established the Delivery Integration Framework to manage the governance structure and processes in an integrated multi-contractor environment. The Delivery Integration Framework incorporates system engineering/system integration principles and best practices to achieve the following: 17.1.2.1 Facilitate, support and monitor the effectiveness of the multi-contractor environment. 17.1.2.2 Participate in the creation and execution of plans and processes to govern multiple contractors working collectively in the CalSAWS environment. 17.1.2.3 Coordinate the timing and entry/exit criteria associated with design, build, test and delivery across contractors when multiple parties are required to implement a change or add a capability. 17.1.2.4 Monitor and clarify lines of delineation between contractors. 17.1.2.5 Monitor effectiveness of contractor interactions. 17.1.2.6 Serve as the first entity to resolve disputes between or among contractors.	required to interact and work cooperatively with other contractors on various aspects of the CalSAWS System, including ongoing application and infrastructure development, testing, deployment and maintenance. 17.1.2 The Consortium has established the Delivery Integration Framework to manage the governance structure and processes in an integrated multi-contractor environment. The Delivery Integration Framework incorporates system engineering/system integration principles and best practices to achieve the following: 17.1.2.1 Facilitate, support and monitor the effectiveness of the multi-contractor environment. 17.1.2.2 Participate in the creation and execution of plans and processes to govern multiple contractors working collectively in the CalSAWS environment. 17.1.2.3 Coordinate the timing and entry/exit criteria associated with design, build, test and delivery across contractors when multiple parties are required to implement a change or add a capability. 17.1.2.4 Monitor and clarify lines of delineation between contractors. 17.1.2.5 Monitor effectiveness of contractor interactions. 17.1.2.6 Serve as the first entity to resolve disputes between or among contractors. 17.1.3 In any case in which an issue or dispute arises between Contractor and other contractors providing goods or Services on	
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			17.1.3 In any case in which an issue or dispute arises between Contractor and other contractors providing goods or Services on the CalSAWS System, Contractor shall promptly bring the dispute to the attention of the Consortium's PMO Director. Upon being notified of a potential issue or dispute between Contractor and other contractors working on the CalSAWS System, the Consortium's PMO Director will meet with appropriate Staff from both parties in an effort to resolve the issue or dispute. 17.1.4 If the Consortium's PMO Director is unable to resolve an issue or dispute between Contractor and other contractors working on the CalSAWS System within three (3) days of the issue or dispute being brought to its attention, the Consortium's PMO Director will elevate the issue to the Consortium Executive Director, who may designate a deputy or deputies to attempt to resolve the issue. If the dispute is submitted to the Consortium Executive Director's designee(s) and the designee(s) is (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 will be submitted back to the Consortium Executive Director who will make the final decision regarding resolution of the issue or dispute. The Consortium Executive Director will make his/her final decision regarding resolution of the issue or dispute within (10) days of its (re)submission to him/her.	the CalSAWS System, Contractor shall promptly bring the dispute to the attention of the Consortium's PMO Director. Upon being notified of a potential issue or dispute between Contractor and other contractors working on the CalSAWS System, the Consortium's PMO Director will meet with appropriate Staff from both parties in an effort to resolve the issue or dispute. 17.1.4 If the Consortium's PMO Director is unable to resolve an issue or dispute between Contractor and other contractors working on the CalSAWS System within three (3) days of the issue or dispute being brought to its attention, the Consortium's PMO Director will elevate the issue to the Consortium Executive Director, who may designate a deputy or deputies to attempt to resolve the issue. If the dispute is submitted to the Consortium Executive Director's designee(s) and the designee(s) is (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 will be submitted to a neutral third party for mediation. If the Contractor and other contractors working on the CalSAWS System are unable to resolve a dispute by mediation, the dispute shall be finally settled by arbitration using the American Arbitration Association in accordance with their rules.	
36	17.2, 17.3, 17.4	58-60	Disputes Between Contractor and Consortium. 17.2.1 Contractor and the Consortium agree to act immediately to mutually resolve any	Disputes Between Contractor and Consortium 17.2.1 Contractor and the Consortium agree to act promptly to mutually resolve any	Dispute resolution through ADR mechanisms is the most cost effective

			disputes that may arise with respect to this Agreement. The Parties agree that time is of the essence in the resolution of disputes. 17.2.2 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. 17.2.3 In the event of any dispute between the Parties with respect to this Agreement, Contractor and the Consortium shall submit the matter to the Contractor's Project Manager and Consortium Executive Director, who may initially designate deputies to attempt to resolve the issue. If the dispute is submitted to the Project Manager's and 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 Project Manager and Executive Director to resolve. The Project Manager and Executive Director shall have ten (10) days to attempt to resolve the dispute. 17.2.4 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. 17.3 All disputes utilizing the dispute resolution procedures described in Sections 17.1 and 17.2 shall be documented in writing by each party and shall state the specifics of each	disputes that may arise with respect to this Agreement. 17.2.2 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. 17.2.3 In the event of any dispute between the Parties with respect to this Agreement, Contractor and the Consortium shall submit the matter to the Contractor's Project Manager and Consortium Executive Director, who may initially designate deputies to attempt to resolve the issue. If the dispute is submitted to the Project Manager's and 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 Project Manager and Executive Director to resolve. The Project Manager and Executive Director shall have ten (10) days to attempt to resolve the dispute 17.2.4 In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then either party may request the appointment of a neutral third party as a mediator to assist the parties to negotiate a settlement. If the parties are unable to resolve a dispute by mediation, the dispute shall be finally settled by arbitration using the American Arbitration Association in accordance with their rules.	and timely approach vice litigation.
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			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. 17.4 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 pursuant to Section 18.5 (Termination for Convenience) 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.	17.3 All disputes utilizing the dispute resolution procedures described in Sections 17.1 and 17.2 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. 17.4 Notwithstanding any other provision of this Agreement, Consortium's right to terminate this Agreement pursuant to Section 18.5 (Termination for Convenience) 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.	
37	18.1	60	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.	Termination for Material Breach. In addition to the termination rights described elsewhere in this Agreement, the Consortium may terminate the applicable Statement of Work 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. In the event of termination for material breach by Contractor, the Consortium shall pay for Deliverables completed in accordance with the Specifications, and fees owed pursuant	In the event of termination for material breach, Contractor is entitled to the agreed upon compensation for services performed, accepted, and delivered in addition to fees identified in the SOW.

				to the applicable Statement of Work, up until the effective date of termination.	
38	18.2	60	Termination for Rejection of QA Deliverables If Contractor delivers a Deliverable containing Deficiencies or fails to timely deliver a Deliverable, and subsequently fails to cure the Deficiency as required by Section 11, the Consortium shall have the right to terminate this Agreement in accordance with Section 18.1, 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 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.	Termination for Rejection of QA Deliverables. If Contractor delivers a Deliverable containing Deficiencies during the warranty period or fails to timely deliver a Deliverable, and subsequently fails to cure the Deficiency within thirty (30) days receipt of notice as required by Section 11, the Consortium shall have the right to terminate the applicable Statement of Work in accordance with Section 18.1, without penalty or liability to it (except for any payments owing to Contractor for conforming Deliverables and Services), 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 Deliverable and related Services rendered in connection with the deficient Deliverable, subject to the limitation of liability clause in this Agreement and any equitable adjustment for any portion of the Deliverable or Services used or retained by the Consortium or from which the Consortium derives value.	
39	18.3	60	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	Termination for Consortium's Nonpayment. If the Consortium fails to pay Contractor undisputed, material charges within thirty (30) days of receipt of Notice from Contractor of	Contractor requires ability to terminate SOW in the event Consortium fails to make payment

			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.	the failure to make such payments when due, Contractor may, by giving Notice to the Consortium Executive Director, terminate the applicable Statement of Work as of a date specified in the Notice of termination. Contractor shall have the right to terminate the applicable Statement of Work for the Consortium's material breach of the Agreement or Statement of Work, if Consortium fails to cure the breach within thirty (30) days of receipt of Notice from the Contractor.	after opportunity to cure by remitting payment. To perform services in the absence of payment would result in direct damages.
40	18.4	61	Termination Remedies. In the event of termination of this Agreement by the Consortium under Sections 18.1 or 18.2, in addition to its other remedies, the Consortium shall have the right to procure QA 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 and that	Termination Remedies. In the event of termination of this Agreement by the Consortium under Sections 18.1 or 18.2, in addition to its other remedies, the Consortium shall have the right to procure QA Deliverables and/or Services that are the subject of this Agreement on the open market or seek redress through the mechanisms provided at Sections 18.1 and 18.2.	

			have been awarded to Consortium by a court of competent jurisdiction.		
41	18.5	61	Termination for Convenience. 18.5.1 In addition to its other rights to terminate as stated in this Section 18, 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 18.6 (Termination for Withdrawal of Authority) or Section 18.7 (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. 18.5.2 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	Termination for Convenience. 18.5.1 In addition to its other rights to terminate as stated in this Section 18, 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. Such termination shall not affect the completion of any Statement of Work which is then in progress. Any Statement of Work in progress shall continue to be governed by the terms and conditions of this Agreement. 18.5.2 The Consortium may terminate any Statement of Work, in whole or in part, for its convenience upon ninety (90) days prior Notice to Contractor when it is determined by the Consortium to be in its best interests. In addition, invocation of Section 18.6 (Termination for Withdrawal of Authority) or Section 18.7 (Termination for Non-Allocation of Funds) shall be deemed a termination for convenience but will not require such ninety (90) days' Notice. During the above-described ninety (90) 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 reasonably minimizing negative effects on the Consortium from such winding down and cessation of work under the applicable Statement of Work. If a Statement of Work is so terminated, the	Contractor requires sufficient time to reallocate resources in the event of termination for convenience. Industry standard is 90 days.

			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 and 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 on the amounts set forth in the documentation provided shall constitute a dispute between the Parties. 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.	Consortium shall be liable only for payment and reimbursement of fees as provided below for Deliverables and Services rendered prior to the effective date of termination. 18.5.3 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, 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, and fees identified in the Statement of Work. The amounts for such Services shall not exceed 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 on the amounts set forth in the documentation provided shall constitute a dispute between the Parties. In no event shall the Consortium pay to Contractor an amount greater than Contractor would have been entitled to if the applicable Statement of Work had not been terminated.	
42	18.8	62	Termination for Conflict of Interest. 18.8.1 The Consortium may terminate this Agreement by written notice to Contractor if it	Termination for Conflict of Interest. 18.8.1 The Consortium may terminate this Agreement by written notice to Contractor if	

			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. 18.8.2 In the event this Agreement is terminated pursuant to Section 18.8.1 either party shall be entitled to pursue the same remedies as it could pursue in the event of a breach of this Agreement.	it is found, after due notice and examination, and affording Contractor a thirty (30) day opportunity for Contractor to cure, that there is a continuing violation by any of the Parties hereto of any laws regarding ethics in public acquisitions and procurement and performance of contracts. 18.8.2 In the event this Agreement is terminated pursuant to Section 18.8.1 either party shall be entitled to pursue the same remedies as it could pursue in the event of a breach of this Agreement.	
43	18.9	62	Termination Procedures. 18.9.1 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 or Work, 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 or Work delivered to, and retained by the Consortium. 18.9.2 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	Termination Procedures. 18.9.1 Upon termination of a Statement of Work, 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 or Work, produced or acquired for the performance of such part of the applicable Statement of Work up to the date of termination, subject to Contractor's right to receive payment for any such Deliverables or Work delivered to, and retained by the Consortium.	

			necessary to protect the Consortium from potential loss or liability. 18.9.3 After receipt of a Notice of termination, and except as otherwise directed by the Consortium in writing, Contractor shall: 18.9.3.1 Stop work under this Agreement on the date, and to the extent specified, in the Notice; 18.9.3.2 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; 18.9.3.3 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; 18.9.3.4 Complete performance of such part of this Agreement as shall not have been terminated by the Consortium; 18.9.3.5 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	18.9.2 After receipt of a Notice of termination, Contractor shall: 18.9.2.1 Stop work under the applicable Statement of Work on the date, and to the extent specified, in the Notice; 18.9.2.2 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 the applicable Statement of Work that is not terminated; 18.9.2.3 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. 18.9.2.4 Complete performance of such part of the applicable Statement of Work as shall not have been terminated by the Consortium; 18.9.2.5 Take such action as may be necessary, or as the Consortium Executive Director may direct, at Consortium's expense, for the protection and preservation of the property related to the applicable Statement of Work which is in the possession of Contractor and in which the Consortium has an interest; and	
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			Contractor and in which the Consortium has an interest; and 18.9.3.6 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, except for Contractor's legally protectible confidential proprietary information. 18.9.4 Contractor shall pay within thirty (30) days, or within such other time as fixed by a court of competent jurisdiction, the damages due the Consortium as the result of any final adjudication, award, or settlement agreement.	18.9.2.6 Subject to Contractor's intellectual property rights in Contractor Technology and the use of any third party materials as agreed upon the parties, 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, except for Contractor's legally protectible confidential proprietary information.	
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			18.9.5 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. 18.9.6 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, except for Contractor's proprietary information, including but not limited to, the cost basis for Charges under this Agreement, employee salary information, and Contractor Technology. 18.9.7 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.	18.9.3 Upon the expiration or termination of this Agreement, Contractor shall assist the Consortium, at Consortium's expense, 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. 18.9.4 Contractor shall provide to the Consortium, at Consortium's expense, all information requested by the Consortium that is necessary to facilitate a subsequent bidding process, except for Contractor's proprietary information, including but not limited to, the cost basis for Charges under this Agreement, employee salary information, and Contractor Technology. 18.9.5 Contractor shall provide to the Consortium, and at Consortium's expense, all files, data, and records necessary to effect the least disruptive and costly transition as reasonably possible under the circumstances.	
44	19.4	64	Assignment. Except as to a party that purchases all, or substantially all, of Contractor's assets, Contractor may not assign or transfer this	Assignment. Except as to a party that purchases all, or substantially all, of Contractor's assets, Contractor may not assign or transfer this	Contractor requests ability to assign payment rights which will have no financial

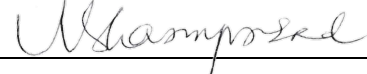
			Agreement or any of its rights hereunder, or delegate any of its duties hereunder, without the prior written consent of the Consortium's Executive Director. In the event of an assignment resulting from the purchase and sale of all, or substantially all, of Contractor's assets, Contractor will promptly notify Consortium of such an assignment. In such a case, the Consortium reserves the right to terminate this Agreement for convenience pursuant to section 18.5. The Consortium may assign this Agreement to any State 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. Notwithstanding any other provision of this Agreement, Contractor and Consortium do not intend, in any way, that any person or entity shall acquire any rights as a third-party beneficiary of this Agreement, except that this provision shall not be construed to: (i) limit Contractor's indemnification obligations hereunder; (ii) limit any right explicitly granted to a third party by the terms of this Agreement, including without limitation Section 10.5 of this Agreement; or (iii) limit any obligations that are granted to a third party by operation of law. This Agreement is not intended to create third-party beneficiary rights.	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, which shall not be unreasonably withheld. In the event of an assignment resulting from the purchase and sale of all, or substantially all, of Contractor's assets, Contractor will promptly notify Consortium of such an assignment. In such a case, the Consortium reserves the right to terminate this Agreement for convenience pursuant to section 18.5. The Consortium may assign this Agreement to any State 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. Notwithstanding any other provision of this Agreement, Contractor and Consortium do not intend, in any way, that any person or entity shall acquire any rights as a third-party beneficiary of this Agreement, except that this provision shall not be construed to: (i) limit Contractor's indemnification obligations hereunder; (ii) limit any right explicitly granted to a third party by the terms of this Agreement, including without limitation Section 10.5 of this Agreement; (iii) limit any obligations that are granted to a third party by operation of law.; or (v) limit or restrict the ability of Contractor to assign the right to payment under this Agreement to a third party, such as Contractor's financial institution. This	impact on Consortium. Contractor will remain fully responsible under Agreement and any SOW.
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				Agreement is not intended to create third-party beneficiary rights.	
45	19.14	67	Covenant Against Contingent Fees. 19.4.1 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. 19.4.2 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.	Covenant Against Contingent Fees. 19.4.1 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. 19.4.2 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, recover from Contractor, the full amount of such commission, percentage, brokerage, or contingent fee.	
46	19.21	72	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. In the event Contractor is delayed in its performance under this Agreement as a	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, pandemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism (including site-specific terrorist threats), civil disorders, rebellions, revolutions, labor disputes,	

			result of <i>force majeure</i> , as defined in this section, Consortium and Contractor shall meet and confer in good faith to negotiate reasonable schedule and price adjustments.	communication line failures, or other disasters, whether or not similar to the foregoing. In the event Contractor is delayed in its performance under this Agreement as a result of <i>force majeure</i> , as defined in this section, Consortium and Contractor shall meet and confer in good faith to negotiate reasonable schedule and price adjustments. Once the Force Majeure ends, the period of performance will be extended for at least as long as the Force Majeure event lasted. In the event the Force Majeure lasts longer than 30 days, either party may terminate the Statement of Work for convenience.	
47	19.25.1	73	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.	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. To the extent permissible by applicable law, 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.	
48	19.29	76	Notices.	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 Julia Erdkamp Executive Director 11971 Foundation Place, 3rd Floor Gold River, CA 95670 ErdkampJ@CalSAWS.org Contractor: XXXXXXXXXX XXXXXXXXXX XXXXXXXXXX XXXXXXXXXX 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.	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 Julia Erdkamp Executive Director 11971 Foundation Place, 3rd Floor Gold River, CA 95670 ErdkampJ@CalSAWS.org Contractor: Infosys Public Services, Inc. Attn: General Counsel 700 King Farm Boulevard, Suite 200 Rockville, MD 20850 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.	
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Name of Authorized Representative Bhanu Prasad Narayana

Signature of Authorized Representative 

Date 10/24/2025

For more information, contact askus@infosyspublicservices.com



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