

CONSORTIUM REVIEWED BY: _____

BenefitsCal MAINTENANCE and OPERATIONS SERVICES

AGREEMENT

BETWEEN

CalSAWS CONSORTIUM

AND

ACCENTURE LLP

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This Agreement (the “Agreement”) is entered into as of the 29 day of January, 2026 (the “Execution Date”), by and between the California Statewide Automated Welfare System (CalSAWS) Consortium (“Consortium”), and any successor entity, and Accenture LLP (“Contractor”) (collectively, “Parties”).

RECITALS

WHEREAS, the Statewide Automated Welfare System (SAWS) of California is comprised of the case management systems that support the delivery of services to applicants and beneficiaries of public assistance programs, including Medi-Cal, California Work Opportunity and Responsibility to Kids/Temporary Assistance for Needy Families (CalWORKS/TANF), CalFresh/Supplemental Nutrition Assistance Program (SNAP), Cash Assistance Program for Immigrants (CAPI), Foster Care, Refugee Cash Assistance (RCA), Kinship Guardian Assistance Program (KinGAP), California Food Assistance Program (CFAP), General Assistance/General Relief (GA/GR), Adoption Assistance, Welfare-to-Work (WTW) employment programs, and other health and human services programs; and

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

WHEREAS the development of the CalSAWS System was in response to a requirement established in 2018 by the Centers for Medicare and Medicaid Services (CMS) and the United States Department of Agriculture (USDA) Food and Nutrition Service (FNS) to implement a single statewide system by the end of 2023; and

WHEREAS the CalSAWS System is designed to be a user-friendly, customer-based, on-line, and fully integrated case management system that manages data in the aforementioned public assistance programs for all California Counties that is a cloud-based system utilizing Amazon Web Services (AWS); and

WHEREAS, the BenefitsCal Portal (BenefitsCal) is a service that connects users to applications and case management activities for Medi-Cal, CMSP, CalFresh and CalWORKs benefits in California; and

WHEREAS, BenefitsCal interfaces with CalSAWS as an integral part of service delivery; and

WHEREAS, BenefitsCal was developed beginning in August 2020, was fully implemented in October 2021 and is now in the Maintenance and Operations phase in all 58 counties; and

WHEREAS, BenefitsCal has been designed, developed, and enhanced following a User-Centered Design (UCD) approach founded on keeping the human experience at the forefront of system design, which includes, but is not limited to, ongoing engagement with stakeholders and community members to conduct discovery sessions to understand the current and desired human experience, and to gather feedback regarding actual user experience to improve usability; and

WHEREAS, since the initial release of BenefitsCal in September 2021, new features continue to be added to increase accessibility and engagement between the Counties and individuals needing assistance.

WHEREAS, the Consortium, acting for the benefit of the 58 California Counties, seeks to enter into this Agreement with a qualified Contractor to transition the existing BenefitsCal and to provide ongoing BenefitsCal Maintenance and Operations (M&O) and goods and Services.

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

1. CONTRACT INTERPRETATION.

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

1.1 The terms and conditions in the body of this Agreement, which shall include all exhibits, which are hereby incorporated by reference.

1.2 The RFP for BenefitsCal Maintenance and Operations Services; and

1.3 Contractor's Proposal submitted in response to the RFP.

2. DEFINITIONS.

2.1 Acceptance.

A Notice from the Consortium to Contractor that a BenefitsCal Deliverable or Service has met with applicable Specifications.

2.2 Agreement.

This Agreement, the Exhibits attached to it, which are incorporated by this reference, and any other document expressly incorporated by reference pursuant to the terms of this Agreement, including all documents as defined below. Exhibits incorporated in this Agreement include:

Exhibit A – Statement of Work

Exhibit B – Statement of Requirements

Exhibit C – Pricing

Exhibit D – Contractor Employee Acknowledgement, Confidentiality, and Intellectual Property Assignment Agreement.

Exhibit E - Subcontractor Employee Acknowledgement, Confidentiality, and Intellectual Property Assignment Agreement

2.3 **Amazon Web Services (AWS).**

AWS provides Maintenance and Operations (M&O) services as defined in the CalSAWS AWS Agreement. AWS provides and maintains the AWS cloud-hosted architecture and performs hosting services for the CalSAWS application.

2.4 **Application and Architecture Evolution.**

The process by which Contractor will incorporate advances in computing technologies in support of the Consortium's goal to maintain the relevancy of the CalSAWS System and manage increasing System complexity.

2.5 **BenefitsCal.**

An umbrella term to refer to the BenefitsCal Portal, which is a service that connects users to applications and case management activities for Medi-Cal, CMSP, CalFresh and CalWORKs benefits in California. It interfaces with CalSAWS as an integral part of service delivery. The term BenefitsCal also refers to the BenefitsCal System, which is the subject matter of this Agreement, as well as the BenefitsCal Project, which is the Project to be undertaken by the Contractor pursuant to this Agreement.

2.6 **BenefitsCal Agreement Closeout Plan.**

A Deliverable to be provided by Contractor as described at Section 5.5.19 of this Agreement.

2.7 **BenefitsCal Approach to Automation, Artificial Intelligence, and Machine Learning.**

A Deliverable to be provided by Contractor as described at Section 5.5.13 of this Agreement.

2.8 **BenefitsCal Collaboration Model (CM).**

A process to facilitate customer engagement regarding BenefitsCal enhancements, which is supported by the CM members, comprised of customers, Counties, stakeholder groups, including state and advocate groups, who validate and prioritize system changes.

2.9 **BenefitsCal Final Project Closeout Plan.**

A Deliverable to be provided by Contractor as described at Section 5.5.20 of this Agreement.

2.10 **BenefitsCal General Design Document (GDD).**

A Deliverable to be provided by Contractor as described at Section 5.5.9 of this Agreement.

2.11 **BenefitsCal Marketing and Public Communications Plan.**

A Deliverable to be provided by Contractor as described at Section 5.5.12 of this Agreement.

2.12 **BenefitsCal Monthly Service Level Agreement Report.**

A Deliverable to be provided by Contractor as described at Section 5.5.14 of this Agreement.

2.13 **BenefitsCal Performance Test Materials Packet.**

A Deliverable to be provided by Contractor as described at Section 5.5.10 of this Agreement.

2.14 **BenefitsCal Project Control Document.**

A Deliverable to be provided by Contractor as described at Section 5.5.5 of this Agreement.

2.15 **BenefitsCal Requirements Traceability Matrix (RTM) and Report.**

A Deliverable to be provided by Contractor as described at Section 5.5.8 of this Agreement.

2.16 **BenefitsCal Services Plan and Operational Working Documents.**

A Deliverable to be provided by Contractor as described at Section 5.5.2 of this Agreement.

2.17 **BenefitsCal System Security Plan.**

A Deliverable to be provided by Contractor as described at Section 5.5.16 of this Agreement.

2.18 **BenefitsCal Technology Recovery Plan.**

A Deliverable to be provided by Contractor as described at Section 5.5.15 of this Agreement.

2.19 **BenefitsCal Transition-In Master Plan (BC TIMP).**

A Deliverable to be provided by Contractor as described at Section 5.5.1 of this Agreement.

2.20 **BenefitsCal Transition-In Test and Validation Plan.**

A Deliverable to be provided by Contractor as described at Section 5.5.4 of this Agreement.

2.21 **BenefitsCal Transition-In Work Schedule.**

A Deliverable to be provided by Contractor as described at Section 5.5.3 of this Agreement.

2.22 **BenefitsCal Transition-Out Master Plan.**

A Deliverable to be provided by Contractor as described at Section 5.5.17 of this Agreement.

2.23 **BenefitsCal Transition-Out Work Schedule.**

A Deliverable to be provided by Contractor as described at Section 5.5.18 of this Agreement.

2.24 **BenefitsCal User Centered Design and Customer Experience Report Plan.**

A Deliverable to be provided by Contractor as described at Section 5.5.17 of this Agreement.

2.25 **BenefitsCal Work Schedule.**

A Deliverable to be provided by Contractor as described at Section 5.5.6 of this Agreement.

2.26 **CalSAWS Consortium (or Consortium).**

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

2.27 **CalSAWS Hardware (or Hardware).**

All equipment and other goods related to the CalSAWS System, including project office hardware, and enterprise connecting hardware. Reference to the CalSAWS Hardware may include one or more components thereof or all CalSAWS Hardware.

2.28 **CalSAWS Software (or Software).**

(i) All CalSAWS application software and (ii) all Commercially Available Software provided, used, or pertaining to such application software. Reference to CalSAWS Software may include one or more components thereof or all CalSAWS Software.

2.29 **CalSAWS System (or System).**

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

2.30 **Change Control Board (CCB).**

The Consortium's Change Control Board is responsible for reviewing and making recommendations on requested changes to baseline Work consistent with the Consortium's Change Control Process.

2.31 **Change Control Process.**

The Consortium's process for reviewing, evaluating, and making decisions on requests for changes to baseline Work.

2.32 **Change Control Request (CCR).**

A document raised by either the Consortium or Contractor in accordance with Section 8, in relation to a proposed change to this Agreement, or any Services to be provided thereunder.

2.33 **Change Management.**

The method and manner by which the Contractor will respond to, implement, and manage change within the CalSAWS System processes and procedures.

2.34 **Change Order.**

A written form used by Contractor and the Consortium to modify, delete, or add to the Deliverables or Services, in whole or in part, made in accordance with Section 8 of this Agreement.

2.35 **Charge(s).**

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

2.36 **Community Based Organization (CBO).**

Organizations that work at the local level to provide services to, and represent the interests of, stakeholders and beneficiaries who are users of the BenefitsCal System.

2.37 **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 BenefitsCal 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.

2.38 **Consortium Team.**

The Consortium's personnel responsible for overseeing various applications and Deliverables related to the Project.

2.39 **Contract Sum.**

Any Charge specifically attributable to one or more BenefitsCal Deliverables or Services as set forth in Exhibit C (Pricing).

2.40 **Contractor.**

The entity to whom this BenefitsCal Agreement is awarded pursuant to the RFP and who, along with the Consortium, constitute the Parties to this Agreement.

2.41 **Cosmetic Deficiency.**

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

2.42 **Counties.**

All or a subset of the California Counties that are a part of the Consortium.

2.43 **County.**

Any one County that is a part of the Consortium.

2.44 **Daily Prime Business Hours Availability Times.**

6:00 am to 9:00pm (Pacific Time Zone), Monday through Saturday, except for those holidays expressly identified by the Consortium for each calendar year during the Term, including Extended Term, of this Agreement, and scheduled System downtime.

2.45 **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.

2.46 **Day.**

Unless otherwise specified, Day shall mean calendar day.

2.47 Deficiency.

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

2.48 Deliverable.

Contractor's work product that is based on applicable Specifications and that is provided by Contractor to the Consortium (either independently or in concert with the Counties or third parties) during the course of Contractor's performance under this Agreement. The definition of Deliverable also includes that term as further defined in Section 5 and the approved BenefitsCal Work Plan.

2.49 Deliverable Expectation Document (DED).

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

2.50 Delivery Integration Framework.

The Consortium's Delivery Integration Framework is a process developed by the Consortium to facilitate integration among the various contractors working on, or providing services to, the CalSAWS System. The Delivery Integration Framework includes, but is not limited to, processes for resolving disputes between the Consortium and Contractor and disputes between Contractor and other contractors as set forth in Section 17 of this Agreement.

2.51 Delivery Integration Team.

The Delivery Integration Team coordinates discussions regarding the timing of required steps for each contractor, including the BenefitsCal Contractor, and the Consortium. The Delivery Integration Team coordinates with the leaders of the release management processes regarding entry and exit criteria that must be satisfied by each contractor, including the BenefitsCal Contractor, involved in the system change process.

2.52 Documentation.

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

2.53 Execution Date.

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

2.54 **Executive Director.**

The individual at the Consortium with management responsibilities for the CalSAWS System.

2.55 **Extended Term.**

The Extended Term consists of extended BenefitsCal Services to be provided as a result of the Consortium's exercise, at its sole discretion, of up to four (4) one (1) year options commencing at the close of the Initial Term.

2.56 **Final Acceptance.**

The Consortium's approval of all Deliverables and Services to be provided as part of this Agreement. Final Acceptance will occur in accordance with the process prescribed in the Consortium's Enterprise Project Control Document (Consortium Enterprise PCD), which defines the acceptance and rejection processes and the roles of the Consortium and Contractor in that process.

2.57 **Initial (or Base) Term.**

The Initial or Base Term includes a six (6)-month Transition-In period plus five (5) years and five (5) months, for a total of five (5) years and eleven (11) months.

2.58 **Key Staff.**

The positions of Contractor Staff identified as Key Staff, including but not limited to, BenefitsCal Project Manager, BenefitsCal Project Management Office Lead, BenefitsCal Transition-In Lead, BenefitsCal Application Manager, BenefitsCal Product Manager, BenefitsCal User Centered Design Lead, BenefitsCal Test Manager, BenefitsCal Security Manager, BenefitsCal Public Communications Lead.

2.59 **Liquidated Damages.**

Liquidated Damages refer to those payments due from Contractor to Consortium, either in the form of cash payment or a credit against payments due to Contractor from Consortium under this Agreement, which is assessed by the Consortium against Contractor in accordance with Section 13 of this Agreement or the SLAs, which are specifically incorporated into this Agreement by reference.

2.60 **Notice.**

A written document given by a party to the other in accordance with Section 19.28.

2.61 **Off Prime Business Hours.**

9:01 pm to 5:59 am (Pacific Time Zone), Monday through Saturday, Sundays, and those holidays expressly identified by the Consortium for each calendar year during the Term, including Extended Term of this Agreement, and scheduled System downtime.

2.62 **Operational Working Document(s) (OWDs).**

The BenefitsCal Operational Working Documents (OWDs) contain the operational procedures for the services and activities defined in the BenefitsCal Services Plan.

2.63 **Price Proposal.**

The Price Proposal submitted by Contractor in response to the RFP.

2.64 **Production.**

The environment in which the CalSAWS System operates for use by the Counties.

2.65 **Project.**

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

2.66 **Project Control Documents (PCD).**

The Consortium's Enterprise PCD, in combination with the BenefitsCal Project Control Document (BenefitsCal PCD), sets forth the required processes and procedures for the BenefitsCal Work to be performed pursuant to this Agreement. The Consortium Enterprise PCD, the BenefitsCal PCD, inclusive of Operational Working Document(s), the Statement of Work (Exhibit A), and the BenefitsCal Work Plan operate in conjunction to coordinate Contractor's Work under this Agreement. The BenefitsCal PCD is a Deliverable Contractor is required to provide as described in Section 5.5.5.

2.67 **Project Hours.**

Project work hours are Monday, 12:00 pm through Friday, 12:00 pm (Pacific Time Zone), except for those holidays expressly identified by the Consortium for each calendar year during the Term, including Extended Term, of this Agreement, and scheduled System downtimes.

2.68 **Project Report(s).**

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

2.69 **Proposal.**

Contractor's response to the RFP, which is expressly incorporated into this Agreement by reference.

2.70 **Request for Proposal (RFP).**

The BenefitsCal Request for Proposal dated May 29, 2024 (RFP 01-2024). The RFP is expressly incorporated into this Agreement by reference.

2.71 **Schedule.**

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

2.72 **Security Management.**

The operation and management of those controls (administrative, physical, and technical) that ensure the confidentiality, integrity, protection, and availability of the CalSAWS System, data transmitted to or through the CalSAWS System, and data available to the CalSAWS System.

2.73 **Services.**

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

2.74 **Service Level Agreement(s) (SLAs).**

The SLAs specifically define Tasks to be performed by the Contractor, establish timelines and standards by which those Tasks are to be performed, and provide for Liquidated Damages for failure to meet deadlines and/or specifications. The SLAs are specifically incorporated into this Agreement by reference.

2.75 **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); BenefitsCal Services Plan and Operational Work Documents (OWD). The Specifications are, by this reference, incorporated into this Agreement, as though completely set forth herein.

2.76 **Staff.**

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

2.77 **Start Date.**

The date on which Contractor commences work under this Agreement.

2.78 **State.**

The State of California.

2.79 **Statement of Work.**

The Statement of Work and subsequent Statements of Work that are agreed to by the parties in writing and which shall be incorporated into this Agreement upon such

agreement, detailing the Services to be performed and Deliverables to be provided by Contractor under the terms and conditions of this Agreement.

2.80 Subcontractor.

A person, partnership, or entity not in the employment of, owned by, or under common ownership with Contractor that is performing Services or assisting in the performance of Deliverables required by this Agreement under a separate agreement with or on behalf of Contractor. The term "Subcontractor" shall not include persons, partnerships, or entities that solely are providing Contractor (a) commercial off-the-shelf software applications; (b) hardware, (c) invoicing or accounting services, or (d) services associated with providing facility space.

2.81 System Change Requests (SCRs).

The documentation used by the CalSAWS Project to track all changes to the System. The CalSAWS SCR process is utilized when any new or updated system functionality is needed or recommended.

2.82 Task.

One of the areas of Work to be performed under this Agreement, including those areas of Work identified as a Task in an Exhibit.

2.83 Tier 3 Service Desk.

The Tier 3 Service Desk is the highest level of support and is responsible for handling the most difficult or advanced problems. Business hours for Tier 3 Service Desk are 7:00 a.m. – 6:00 p.m. (Pacific Time Zone), Mondays through Saturday, except for those holidays expressly identified by the Consortium for each calendar year during the Term, including Extended Term, of this Agreement, and scheduled System downtime.

2.84 Total Maximum Contract Sum.

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

2.85 Transition-In.

The six (6)-month period and process occurring at the beginning of the Initial Term by which the transition from the current BenefitsCal contractor to Contractor occurs. The Transition-In process will be documented in a Transition-In Master Plan that includes, but is not limited to, Transition-In Planning and Reporting, Transition-In Service and Function Migration Plan, Transition-In Readiness Reviews, Transition-In Test and Validation, and Transition-In Organizational Change Management Plan.

2.86 Transition-Out.

Transition-Out involves identifying and implementing all the activities required to roll off the Project by transitioning out and turning over all control and responsibility for

BenefitsCal support and Consortium-owned resources, documentation, and knowledge to a successor Contractor or the Consortium. The Transition-Out process includes, but is not limited to, development of a Transition-Out Master Plan, development of a Transition-Out Work Plan, Transition-Out Training and Knowledge Transfer, and Project Closeout.

2.87 User.

Any person or entity authorized to gain access to, or in any way use, the CalSAWS System. Users include persons and entities that gain access to the CalSAWS System via the Consortium Members' network models.

2.88 User Center Design (UCD).

A methodology or approach that engages the ultimate Users of the System more extensively during the design, development, and test phases with the goal of improving the overall user experience.

2.89 Work.

Any and all Tasks, Subtasks, Deliverables, goods, and services provided or to be provided by or on behalf of Contractor pursuant to this Agreement.

3. INDEPENDENT CONTRACTOR STATUS.

3.1 This Agreement is by and between the Consortium and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the Consortium and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

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

4. CONTRACT TERM.

4.1 Base Term.

The Base Term for BenefitsCal M&O Services includes a six (6)-month Transition-In period plus five (5) years and five (5) months, for a total of five (5) years and eleven (11) months.

4.2 Extended Term.

This Agreement may be extended for up to four (4) additional years in one (1)-year increments at the discretion of the Consortium. The total contract term, if all extensions are exercised, would be nine (9) years and eleven (11) months.

4.3 Commencement of Work.

Contractor's Work under this Agreement is scheduled to commence February 2, 2026, which is when the initial six (6)-month Transition-In period is set to begin.

5. SCOPE OF CONTRACT WORK; DELIVERABLES; REQUIREMENTS.

5.1 General.

5.1.1 Contractor shall provide the Consortium with the BenefitsCal Deliverables and Services as described in the RFP, Contractor's Proposal submitted in response to that RFP, and this Agreement, and in accordance with the BenefitsCal Service Plan and Specifications. Contractor shall utilize the RFP, its Proposal, the BenefitsCal Service Plan and Operational Working Documents, the BenefitsCal 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 BenefitsCal Deliverables and Services. Contractor will ensure that the BenefitsCal 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 purposes. Contractor will retain backup copies in writing and on electronic media of all BenefitsCal Deliverables until termination of this Agreement and shall provide the Consortium on its request with a copy thereof until that time.

5.1.2 Contractor shall, in accordance with the Statement of Work (Attachment 1 to the RFP) and Statement of Requirements (Attachment 2 to the RFP), both of which are expressly incorporated into this Agreement as Exhibits A and B, respectively, provide BenefitsCal Services, which includes which includes monitoring, upgrading and maintaining the BenefitsCal System. The overall contractual objectives of this Agreement are as follows:

- 5.1.2.1 Facilitate a seamless transition from the current contract to the new BenefitsCal contract, with a focus on minimizing business disruption and maintaining operational continuity.
- 5.1.2.2 Ensure existing SLAs are met throughout the transition period.
- 5.1.2.3 Adhere to, and actively support the processes established by, the Delivery Integration Office ("DIO") and foster collaboration within the integrated multi-contractor environment.
- 5.1.2.4 Promote continuous improvement to the Collaboration Model and stakeholder engagement processes.
- 5.1.2.5 Focus on public outreach and communication strategies for improved effectiveness.

5.1.2.6 Proactively explore, recommend and implement ongoing innovations, including the use of artificial intelligence (AI), to enhance services to the public and the Counties.

5.1.3 In order to achieve these contractual objectives, Contractor is required to align its Work and the delivery of BenefitsCal Deliverables and services with the following Consortium vision and objectives for the BenefitsCal System:

5.1.3.1 All Work on the BenefitsCal Project will be fully integrated with the CalSAWS ecosystem and adhere to established processes including Project Management Office (“PMO”), DIO and SCR.

5.1.3.2 Contractor will enhance the Collaboration Model and stakeholder engagement processes.

5.1.3.3 Contractor will expand and further refine UCD and User Experience (“UX”) within the software development process.

5.1.3.4 Contractor will enhance communications and marketing to increase visibility and outreach for the public, Counties, and CBOs.

5.1.3.5 Contractor will provide application/architecture evolution and innovation including expanding data analytics capabilities to provide evidence-based outcomes.

5.1.3.6 Contractor will provide continuous evolution of infrastructure and application security to reinforce robust cybersecurity measures.

5.2 **Overall Scope of Agreement.**

The scope of this Agreement and the BenefitsCal Project encompasses the transition of the existing BenefitsCal application and infrastructure, ongoing architectural improvements and subsequent maintenance and operations of the BenefitsCal subsystem. Maintenance and operations of the BenefitsCal application and infrastructure includes the following:

5.2.1 Maintenance and operations of the BenefitsCal application and infrastructure.

5.2.2 SCR-driven application changes (2,500 hours per month).

5.2.3 Operations including management, Level 3 Service Desk, security and continuous improvement (1,500 hours per month).

5.2.4 Cloud Infrastructure (965 hours per month).

5.2.5 Ongoing language translations.

5.2.6 Enhanced mobile device compatibility and capabilities.

5.2.7 Extended education and coaching for the public, Counties, and CBOs.

5.2.8 Improved collection, reporting and informed decision-making based on usability and user experience metrics.

5.2.9 Continue to manage and maintain software required to support the BenefitsCal operations.

5.3 **BenefitsCal Requirements – Contractor’s Responsibilities.**

The Contractor will perform the Services specified in the BenefitsCal Requirements Matrix, Attachment 2 to the RFP, which is incorporated into this Agreement by reference. Without in any way intending to limit the applicability of the Requirements Matrix, the Requirements Contractor must meet under this Agreement are described as follows:

5.3.1 **Task 1 – Transition-In Requirements.**

Contractor will have overall responsibility for providing an orderly and transparent transition from the current contract in a manner that minimizes disruption of service to all users of CalSAWS. During this period, the incumbent contractor and the successor Contractor will work in parallel. Successful transition will result in Contractor establishing a post transition operational baseline and assuming responsibility for providing BenefitsCal support as required under the Agreement. Contractor must complete all Transition-In Services within six (6) months from the Agreement Start Date.

Transition-In major activities include:

- 5.3.1.1 Transition-In Planning and Reporting: The development and execution of the Transition-In Management Plan (TIMP) and Transition-In Work Schedule. The TIMP will be the governing document for the management and execution of the BenefitsCal Transition-In phase, and the Transition-In Work Schedule details the Transition-In activities.
- 5.3.1.2 Transition-In Service and Function Migration: The development and execution of a Service and Migration Plan for each major Task Area. The Service and Function Migration Plan will identify, prepare, and implement Transition-In activities that allow for a smooth transition of responsibility for Services, functions, and other transition components from the incumbent Contractor to the Contractor.
- 5.3.1.3 Transition-In Training and Knowledge Transfer: The development and execution of a Training and Knowledge Transfer Plan to confirm all appropriate Staff are trained to be ready to assume and fulfill the support requirements.
- 5.3.1.4 Transition-In Readiness Reviews: The execution of reviews with the Consortium for each Service or Function identified as part of the Service and Function Migration Plans to provide evidence that the Contractor is ready to assume operational control and responsibility for fulfilling support requirements.

- 5.3.1.5 Transition-In Test and Validation: The execution of activities that demonstrate that the Contractor is capable of successfully maintaining and operating Services, providing Service Desk Tier 3 support, and providing application and technical support Services.

5.3.2 Task 2 – Management Requirements.

The Contractor will manage all Contractor Work performed under this Agreement, including Project management, Work Schedule management, strategic planning, application and technical management, contract management, budget management, Deliverable management, and Staff management. The Contractor will comply with the CalSAWS Enterprise PCD processes and procedures and will adhere to the Consortium's operating policies and procedures.

The Contractor will execute Services in accordance with the approved CalSAWS BenefitsCal Services Plan and the associated Operational Working Documents (OWDs) that provide the detailed procedures for the activities and processes contained in the BenefitsCal Services Plan.

5.3.3 Task 3 – System Change Request Requirements.

The Contractor will perform a range of SCR activities, to include:

- 5.3.3.1 Adherence to the CalSAWS Software Development Lifecycle ("SDLC") methodology to develop and deploy BenefitsCal changes while maintaining high-quality.
- 5.3.3.2 Provide a focus on UCD, that reduces the overall time and effort for the development and delivery of BenefitsCal changes, while maintaining high quality and usability.
- 5.3.3.3 Perform requirements capture and validation activities and deliver and maintain the Requirements Traceability Matrix (RTM).
- 5.3.3.4 Provide ongoing test planning and execution support Services.
- 5.3.3.5 Perform Implementation, Change Management, and Training activities related to SCR(s) Production delivery.
- 5.3.3.6 Participate in Production readiness activities, perform Production release activities, and Production certification and post-deployment activities.

5.3.4 Task 4 – Marketing and Public Communications Requirements.

The Contractor will perform a range of Marketing and Public Communications activities, in cooperation and coordination with the Consortium and other CalSAWS Contractors to include:

- 5.3.4.1 Make process improvement recommendations for the enhancement of public communications and marketing to increase the visibility of BenefitsCal services and customer outreach.
- 5.3.4.2 Expand the Consortium strategic partnerships with public and private organizations to garner BenefitsCal support and Stakeholder collaboration to maximize BenefitsCal visibility and community outreach.
- 5.3.4.3 Lead the development and implementation of a comprehensive marketing and communications program designed to communicate BenefitsCal services and programs, promote the services of BenefitsCal, and foster community relationships through BenefitsCal initiatives.
- 5.3.4.4 Develop, implement, and plan for the use of electronic and web-based communication for the implementation of public relations strategies; utilizing current and emerging technologies to best reach target audiences.
- 5.3.4.5 Conduct User research to understand the needs and goals of the target users, analyzing and synthesizing the data to create use cases, developing design concepts and prototypes, testing and evaluating the solutions with Users and Stakeholders, iterating and refining design solutions based upon test results and feedback, and communicating with the Application Manager and the Project team members to ensure alignment with objectives.

5.3.5 Task 5 – Support Services Requirements.

The Contractor will perform a range of Support Services activities, in cooperation and coordination with the Consortium and other CalSAWS Contractors to include:

- 5.3.5.1 Conduct ongoing evaluations of statutory and/or regulatory changes impacting the operation of BenefitsCal, including evaluating business and programming implications, schedules, and costs.
- 5.3.5.2 Deliver to designated Consortium Staff ongoing Project-business tools training.
- 5.3.5.3 Provide BenefitsCal-related updates in support of the Project website, CalSAWS.org.

5.3.6 Task 6 – Enhancements and Innovation Requirements

The Contractor will manage and execute enhancement and innovation enhancement activities in cooperation and coordination with the Consortium and other CalSAWS Contractors as applicable, consistent with the BenefitsCal Services Plan and

the associated OWDs, which will be handled through the SCR process and the Stakeholder Collaboration Model process.

The Contractor will participate as a key contributor in the CalSAWS Innovation initiatives, with a focus on county-oriented innovation and will be responsible for the Consortium-approved evaluation of emerging technologies, Proof of Concept (POCs) and/or pilots, as related to BenefitsCal.

5.3.7 Task 7 – Production Operations Requirements

The Contractor will perform a range of on-going operational activities in cooperation and coordination with Consortium and other CalSAWS Contractors, consistent with the BenefitsCal Services Plan and the associated OWDs, including:

- 5.3.7.1 Provide Production Operations Services to support the daily operation, maintain BenefitsCal application availability, perform scheduled System operations and maintenance.
- 5.3.7.2 Conduct API interface operations and testing activities.
- 5.3.7.3 Perform BenefitsCal Tier 3 Service Desk activities.
- 5.3.7.4 Perform Configuration Management activities for Contractor configuration Items.
- 5.3.7.5 Perform performance monitoring and alerting activities.

5.3.8 Task 8 – Technical Recovery Requirements

Contractor will develop and oversee the execution of the Benefits Technology Recovery Plan, including will supporting the CalSAWS Infrastructure Contractor, the Cloud Services provider, and other CalSAWS Contractors as necessary, to re-establish BenefitsCal in the event the primary production deployment becomes unavailable.

5.3.9 Task 9 – Security Requirements

Contractor will perform a full range of security related activities (administrative, technical, and physical) to protect the BenefitsCal assets and Data from loss, misuse, unauthorized access, disclosure, alteration, destruction, and will adhere to the Consortium's security policies and procedures.

5.3.10 Task 10 – Transition-Out Requirements

Transition-Out involves identifying and implementing all the activities required to roll off the Project by transitioning out and turning over all control and responsibility for BenefitsCal support and Consortium owned resources, Documentation, and knowledge to a successor Contractor or the Consortium.

Transition-Out major activities include:

- 5.3.10.1 Transition-Out Planning: The development and execution of a Transition-Out Master Plan and Transition-Out Work Schedule

that identifies what items and components must be transitioned, the approach to be utilized for transitioning, how knowledge transfer will be conducted, and the schedule for Transition-Out activities.

5.3.10.2 Transition-Out Training and Knowledge Transfer: The development and execution of Training and Knowledge Transfer activities as identified in the Transition-Out Master Plan. All training materials will be based on the complete and current Documentation required under the Agreement.

5.3.10.3 Project Closeout: The development and execution of the CalSAWS BenefitsCal Agreement Closeout Plan to provide evidence that all Agreement terms and conditions have been fulfilled.

5.4 BenefitsCal Requirements – Consortium’s Responsibilities.

The Consortium will provide Contract management and oversight for this Agreement. To achieve the Requirements under this Contract, the Consortium will have the following responsibilities:

5.4.1 Task 1 – Transition-In

5.4.1.1 Provide a Transition-In Manager.

5.4.1.2 Participate in, and support, Transition-In meetings.

5.4.1.3 Provide Consortium Staff to participate in knowledge transfer and internal training activities.

5.4.1.4 Participate in Readiness Reviews.

5.4.1.5 Participate in Testing and Validation activities and walkthroughs.

5.4.1.6 Provide timely review and approval of Contractor Work products and Deliverables.

5.4.2 Task 2 – Project Management.

5.4.2.1 Maintain M&O Project standards, policies and procedures.

5.4.2.2 Maintain the Consortium Enterprise PCD.

5.4.2.3 Develop and maintain the CalSAWS Integrated Work Plan.

5.4.2.4 Oversee Contractor Agreements and performance

5.4.2.5 Provide facilities for Contractor personnel.

- 5.4.2.6 Provide timely review and approval of Contractor Work products and Deliverables.
- 5.4.2.7 Maintain and enhance BenefitsCal Project Sponsor and Stakeholder relationships.
- 5.4.2.8 Maintain and evolve the Collaboration Model and Charter.
- 5.4.2.9 Provide Consortium Staff to work with the Contractor.
- 5.4.2.10 Provide access to Project information including technical, program and policy documentation.
- 5.4.2.11 Work with Contractors to research and resolve deviations and perform issue escalation and resolution.
- 5.4.2.12 Participate and support corrective action planning and execution activities.
- 5.4.2.13 Oversee CalSAWS and Consortium business coordination.
- 5.4.2.14 Manage expectations and communications for the JPA Board of Directors, Project Steering Committee, and other stakeholders for the CalSAWS Project.
- 5.4.2.15 Manage planning of Project funding.
- 5.4.3 **Task 3 – System Change Request.**
- 5.4.3.1 Participate in and support System Change Request (SCR) and BenefitsCal enhancement meetings.
- 5.4.3.2 Provide Consortium Executive Director approval for SCR and enhancement application changes.
- 5.4.3.3 Support the User Centered Design, customer experience and public marketing and outreach processes and activities.
- 5.4.3.4 Participate in the Change Control Board (CCB) process.
- 5.4.4 **Marketing and Public Communications.**
- 5.4.4.1 Provide Consortium Executive Director oversight of the approach to public outreach and marketing.
- 5.4.4.2 Participate and support Marketing and Public Communications planning and implementation of outreach activities.
- 5.4.4.3 Participate in and support BenefitsCal Marketing and Public Communications meetings.
- 5.4.5 **Task 5 – Support Services.**

- 5.4.5.1 Provide a Technical/Operations Manager.
- 5.4.5.2 Participate in and support Technical BenefitsCal meetings.
- 5.4.5.3 Provide Consortium Executive Director approval for new/change/removal of software purchases.
- 5.4.5.4 Participate in the Change Advisory Board (CAB) process.
- 5.4.6 **Task 6 – Enhancement and Innovation.**
- 5.4.6.1 Participate in and support innovation-related planning implementation meetings.
- 5.4.6.2 Provide Consortium Staff to participate in Proofs of Concepts environment support assessments.
- 5.4.6.3 Provide timely review and approval of Contractor Work products and Deliverables.
- 5.4.6.4 Drive Consortium and Contractor improvements to the Collaboration Model, User Centered Design, and Public outreach.
- 5.4.7 **Task 7 – Production Operations.**
- 5.4.7.1 Provide a Technical/Operations Manager.
- 5.4.7.2 Participate in and support Technical BenefitsCal meetings.
- 5.4.7.3 Provide Consortium Executive Director approval for new/change/removal of software purchases.
- 5.4.7.4 Participate in the Change Advisory Board (CAB) process.
- 5.4.7.5 Participate in and support Production Operations meetings.
- 5.4.7.6 Assist in the management of escalated defects and the notification of the necessary parties.
- 5.4.7.7 Monitor escalated issues to confirm timely resolution.
- 5.4.7.8 Review service level reports.
- 5.4.7.9 Manage communication and coordination of any impacts on the Consortium and stakeholders.
- 5.4.8 **Task 8 – Technology Recovery.**
- 5.4.8.1 Participate in and support Technical Recovery meetings.

5.4.8.2 Participate in Contractor's retrospective of Technical Recovery execution and results.

5.4.9 **Task 9 – Security.**

5.4.9.1 Establish security policies and standards for the Contractor.

5.4.9.2 Assist with the research, resolution, and escalation of security breaches as necessary.

5.4.9.3 Report security incidents to external entities as necessary.

5.4.10 **Task 10 – Transition-Out.**

5.4.10.1 Provide a Transition-Out Manager.

5.4.10.2 Participate in and support Transition-Out meetings.

5.4.10.3 Provide Consortium Staff to participate in knowledge transfer and internal training activities.

5.4.10.4 Participate in Readiness Reviews.

5.4.10.5 Participate in Testing and Validation activities and walkthroughs.

5.4.10.6 Review and approve Deliverables.

5.5 **BenefitsCal Deliverables.**

Contractor will provide Deliverables in accordance with the Consortium's Enterprise PCD. The process defines the use of a DED when creating new Deliverables and submission, review, and approval process for new or updates to existing Deliverables. The Consortium Enterprise PCD also defines the acceptance and rejection processes and the roles of the Consortium and Contractor. The Deliverables required by this Agreement are set forth in the Deliverable Inventory, which is Attachment 3 to the RFP, and which is incorporated into this Agreement by reference. Without in any way intending to limit the applicability of the Deliverable Inventory, the Deliverables required of Contractor under this Agreement are described as follows:

5.5.1 **BenefitsCal Transition-In Master Plan (BC TIMP).**

The BC TIMP will include:

5.5.1.1 Approach Section.

- (1) A description of the overall transition approach and process to be used to transition and assume responsibility for all Services, functions all components identified in the Agreement.

- (2) Planned transition activities and Tasks that includes the planning, implementing, executing, tracking, and reporting of the overall transition effort as well as for each transition component.
- (3) Definition of roles and responsibilities for completing transition Tasks and activities including the Infrastructure Contractor, the CalSAWS M&E Contractor, the Consortium, the California Department of Technology, the Counties, and other CalSAWS contractors as applicable.
- (4) A description of how the Contractor will collaborate with the incumbent contractor(s):
 - (A) Plan for and carry out transition activities as well as what the Contractor requires of the incumbent contractor(s) regarding knowledge transfer, data/information, and support for mitigating risk.
 - (B) Procedures the Contractor will work with the incumbent contractor to transfer control of all CalSAWS environments as identified in the incumbent contractor's Closeout Plan.
 - (C) Procedures the Contractor will work with the incumbent contractor to transfer all BenefitsCal Software license maintenance agreements as identified in the incumbent contractor's Closeout Plan.
- (5) How Readiness Reviews will be planned and coordinated with the Consortium and in coordination with the incumbent contractor's Transition-Out Plan, to demonstrate readiness, provide evidence and confirmation that the Contractor is prepared to accept responsibility, and obtain Consortium approval to do so with an effective date.
- (6) Entry and exit criteria for the beginning and completion of transition phases, including use of readiness checklists, criteria, and metrics.
- (7) A plan of the timing, audience, media and message for communication events, including stakeholder communications and transition activities with stakeholders.
- (8) The identification and approach for the Quality Assurance that will be used to confirm that Transition-In activities are being accomplished.
- (9) Identification of risks and issues tied to the transition and planned mitigation measures/issues resolution.

- (10) Definition of contingency plans to troubleshoot high risk transition activities.
- (11) A Transition-In Milestone Schedule Summary from the Transition-In Work Schedule, including Identification of cutover activities and the target cutover dates.

5.5.1.2 Organizational Change Management

- (1) Approach and Schedule.
- (2) Roles and responsibilities of the Contractor and the Consortium.
- (3) Process and role gap analysis of existing workflow for roles that will be impacted by the transition.
- (4) Gap Analysis between the As-Is and the To-Be.
- (5) Change Readiness Plan that must accurately include details regarding the change readiness process, inputs, and outputs; readiness criteria; assessment methods; and change readiness tools utilized.
- (6) Communications Strategies.

5.5.1.3 Communication Management

- (1) The communication approach and processes for communicating transition information to the Consortium, incumbent Contractor and Stakeholders.
- (2) The methods used to confirm timely and appropriate generation, collection, distribution, storage, retrieval, and ultimate disposition of transitions information.
- (3) Provisions for Contractor resources to attend meetings and provide status updates regarding the transition.
- (4) A matrix of planned communications, which includes communication event, frequency, method, audience, sender, and author.

5.5.1.4 SCR Service and Function Migration

- (1) Definition of how each service or function, being performed by the incumbent contractor, will be operationalized and cutover to the Contractor, such as how the Collaboration Model and UCD process will be supported.
- (2) Identification of the activities and Tasks that must be accomplished to allow for a successful transition of

operational control of a service or function, such as preparatory actions being taken to establish and prepare facilities, obtain service contracts, establish capabilities, conduct a complete inventory of system changes pending, in progress and in the work queue, prepare for testing/validation, and those actions taken after successful testing/validation, needed to implement cutover.

- (3) Identification of what technical assistance the Contractor will require from the incumbent contractor such as number of hours, and position expertise.

5.5.1.5 Marketing and Public Communications Services and Functions

- (1) Definition of how each service or function, being performed by the incumbent Contractor, will be operationalized and migrated to the Contractor, such as how CBOs and the public will stay informed and continue to be supported during the Transition-In.
- (2) Identification of the activities and Tasks that must be accomplished to allow for a successful transition of operational control of a service or function, obtain service Contracts, establish capabilities, conduct a complete inventory of Marketing and Public Communication customers including communication details, document current and future activities, and support services contracts. Prepare for testing/validation, and those actions taken after successful testing/validation, needed to implement cutover.
- (3) Identification of what technical assistance the Contractor will require from the incumbent Contractor (e.g., number of hours, position expertise)

5.5.1.6 Production Operations Services and Functions

- (1) Definition of how each service or function, being performed by the incumbent contractor, will be operationalized and cutover to the Contractor.
- (2) Identification of the activities and Tasks that must be accomplished to allow for a successful transition of operational control of a service or function, such as preparatory actions being taken to establish and prepare facilities, obtain service contracts, establish capabilities, document and manage software license renewals prepare for testing/validation, and those actions taken after successful testing/validation, needed to implement cutover.

- (3) Identification of what technical assistance the Contractor will require from the incumbent Contractor such as number of hours, position, and expertise.

5.5.1.7 Security Services and Functions

- (1) Definition of how each service or function, being performed by the incumbent contractor, will be operationalized and cutover to the Contractor.
- (2) Identification of the activities and Tasks that must be accomplished to allow for a successful transition of operational control of a service or function, such as preparatory actions being taken to establish and prepare facilities, obtain service contracts, establish capabilities, prepare for testing/validation, and those actions taken after successful testing/validation, needed to implement cutover.
- (3) Identification of what technical assistance the Contractor will require from the incumbent contractor such as number of hours, position, and expertise.

5.5.1.8 Technology Recovery Services and Functions

- (1) Definition of how each service or function, being performed by the incumbent contractor, will be operationalized and cutover to the Contractor.
- (2) Identification of the activities and Tasks that must be accomplished to allow for a successful transition of operational control of a service or function, such as preparatory actions being taken to establish and prepare facilities, obtain service contracts, establish capabilities, prepare for testing/validation, and those actions taken after successful testing/validation, needed to implement cutover.
- (3) Identification of what technical assistance the Contractor will require from the incumbent contractor such as number of hours, position, and expertise.

5.5.1.9 Transition-In Training and Knowledge Transfer

- (1) Identification of training and knowledge transfer expectations during planning, and for the transition period.
- (2) The knowledge transfer activities that Contractor Staff will require from the incumbent contractor to prepare for the assumption of Services.
- (3) Training that the Contractor conducts internally to prepare their Staff to implement activities, processes, and

procedures needed to provide support for a given service or function identified in the Contractor's TIMP.

- (4) Training of Consortium staff regarding the Contractor's transition approach, processes, activities, and tools for managing the transition effort and reporting status.
- (5) Training of Consortium staff regarding changes to Services/functions and to service delivery means.
- (6) Knowledge transfer and internal training exercises that will be conducted to equip and verify the Contractor's Staff can implement the activities, processes, and procedures needed to provide support for each given service or function identified in the Contractor's TIMP.
- (7) Establish how training and knowledge transfer activities will occur with respect to use of materials, courses, question and answer (Q&A) session preparation, dates, times, and participants to familiarize the Consortium staff with all the Contractor's operations, processes and tools.

5.5.2 BenefitsCal Services Plan and Operational Working Documents.

The BenefitsCal Services Plan will serve as the master plan for the Services being delivered under the Agreement, and will include:

5.5.2.1 Project Management Support.

- (1) Documentation Maintenance Plan.
- (2) Annual Strategic Plan.

5.5.2.2 Systems Maintenance and Operations.

- (1) SCR/Enhancement Request Management Plan and OCM Plan.
- (2) User Centered Design Plan and Customer Experience Report Plan.
- (3) Cost Estimation Methodology.
- (4) Key Performance Indicators.
- (5) Production Release Management Plan.
- (6) System Requirements and Design Validation Plan.
- (7) General Test Plan.
- (8) Test Support Plan.

- (9) Change Management / Training Plan.
- (10) Marketing and Public Communications Plan.

5.5.2.3 Production Operations.

- (1) Technical Operations Support Plan.
- (2) API Interface Support Plan.
- (3) Tier 3 Service Desk Support Plan.
- (4) Help Desk Support Plan.
- (5) Performance Monitoring and Reporting Plan.
- (6) Bill of Materials (BOM) Review and License Renewal Plan.

5.5.2.4 Technology Recovery Plan.

5.5.2.5 System Security Plan.

5.5.2.6 Transition Out Plan.

5.5.3 **BenefitsCal Transition-In Work Schedule.**

The BenefitsCal Transition-In Work Schedule will be developed in MS Project and will include:

- 5.5.3.1 All Transition-In activities and Tasks which are expected to be completed by Contractor, Consortium, incumbent Contractor Staff and Stakeholders to meet the estimated Transition-In schedule required by the BC TIMP to allow for successful cutover to the Agreement.
- 5.5.3.2 Start and completion dates for all Tasks.
- 5.5.3.3 Predecessor and successor dependencies for Tasks without subtasks, and predecessor and successor dependencies for subtasks.
- 5.5.3.4 Resource assignments for Tasks without Subtasks, and resource assignments for subtasks. Resource assignments will include appropriate Contractor, Consortium, incumbent contractor resource, stakeholder assignments and estimated hours.
- 5.5.3.5 Estimated hours and durations for Tasks without Subtasks and estimated hours and durations for Subtasks.

- 5.5.3.6 The communication approach and processes for communicating transition information to the Consortium, incumbent contractor and stakeholders.

5.5.4 **BenefitsCal Transition-In Test and Validation Plan.**

The BenefitsCal Transition-In Test and Validation Plan will contain a separate section for each Service and Function Area.

- 5.5.4.1 The approach to plan, develop and implement area-specific Transition Test and Validation Plans which guides the Contractor, the Consortium, and the incumbent contractor of what transition component (functions or Services) requires testing or validation on completing specific test activities.
- 5.5.4.2 Description of how to determine what transition components require formal testing versus validation.
- 5.5.4.3 Identification and Documentation of the approach and methods to be used to validate such as checklists or demonstrations.
- 5.5.4.4 A test and validation Work Schedule to schedule, monitor, and report the progress of all test and validation activities.

5.5.5 **BenefitsCal Project Control Document.**

The BenefitsCal PCD will align with and support the CalSAWS Enterprise PCD and will include:

- 5.5.5.1 Introduction.
 - (1) Document terms and definitions.
- 5.5.5.2 Document Purpose.
 - (1) Scope.
 - (2) Causes for change.
 - (3) Executing change.
- 5.5.5.3 Roles and Responsibilities.
- 5.5.5.4 Key Staff.
- 5.5.5.5 BenefitsCal Work Plan.
 - (1) Roles and Responsibilities.
 - (2) Schedule Management Process.

(3) Schedule Analysis and Reporting.

(4) Cost Estimating Methodology.

5.5.5.6 Project Management Plans (PMP Appendices).

(1) Communications Management Plan.

(2) Contract Management Plan.

(3) Deficiency Management Plan.

(4) Quality Management Plan.

(5) Risk and Issue Management Plan.

(6) Staff Management Plan.

5.5.5.7 Project Action Items and Decision Management Tracking.

5.5.5.8 Project Status Reporting.

5.5.5.9 Operational Working Documents.

5.5.6 BenefitsCal Work Schedule.

The BenefitsCal Work Schedule will be developed and updated in MS Project in accordance with the BenefitsCal PCD and the BenefitsCal Services Plan and will include Tasks, Subtasks, planned durations, budgets, resources assignments, and schedule reports. Work Schedule updates will include posting actual hours worked by Contractor Staff.

5.5.7 BenefitsCal User Center Design Plan and Customer Experience Report Plan.

The BenefitsCal User Centered Design Plan will provide the approach for the Consortium, counties, State, client and advocate participation during, at a minimum, requirements confirmation, design, test, and ongoing M&O activities. At a minimum the UCD Plan must include the following:

5.5.7.1 Approach to User Centered Design, development and test; including the application of UCD tools, such as focus groups, participatory design sessions, observations of users interacting with the technology and interviews.

5.5.7.2 Roles and responsibilities of the Contractor, Consortium, Counties, State, advocates and clients.

5.5.7.3 Communication processes to engage the Consortium, counties, State, advocates and clients during the design, development and test activities.

- 5.5.7.4 Identification and tracking of metrics associated with the overall user experience and application of best practices to a continuous improvement cycle.
- 5.5.7.5 How business outcomes will be achieved in a dynamic, intuitive, and user-friendly manner through robust UCD.
- 5.5.7.6 Approach to UCD during the M&O Phase, including ongoing user research and solution identification to be conducted as part of system maintenance and improvement over time. Activities including:
 - (1) Usage data assessment and analysis.
 - (2) Yearly usability review that includes a number of measures with qualitative feedback from consumers and application assisters.
 - (3) Assessing findings from yearly usability review for implementation updates and improvements.
 - (4) Using UCD for implementation of new features as dictated by policy changes.
- 5.5.7.7 Approach to Customer Experience Reporting.
 - (1) Description of how success will be measured.
 - (2) Definition of Key Performance Indicators and expected outcomes.
 - (3) Description of how feedback and outcomes will be measured and reported.

5.5.8 BenefitsCal Requirements Traceability Matrix (RTM) and Report.

The BenefitsCal RTM and Report traces the path of each requirement through requirements' modification activities, design, coding, testing and Production and includes any unresolved traceability issues.

Delivery of and updates to this document will occur regularly within the context of the Task Work and, as such, are not correlated to Deliverable payments on the Price Schedules.

5.5.9 BenefitsCal General Design Document (GDD).

The BenefitsCal GDD describes the features and functions of CalSAWS behavior as seen by an external observer, and containing the technical information and data needed for the design.

Delivery of and updates to this document will occur regularly within the context of the Task Work and, as such, are not correlated to Deliverable payments on the Price Schedules.

5.5.10 BenefitsCal Performance Test Materials Packet.

The BenefitsCal Performance Test Materials Packet provides the detailed manual and automated test activities which will be executed to validate performance will meet all performance requirements and contractual SLAs, and will include:

5.5.10.1 Test Schedule and Resourcing.

5.5.10.2 Test Case Detail List.

- (1) Test Case ID.
- (2) Test Case Name.
- (3) Test Case Version.
- (4) Test Scenario Inventory.
- (5) Test Data, documents, and/or files to be used to meet test pre and post conditions.
- (6) Interfaces to be tested (if applicable).
- (7) Untestable Items.
- (8) Test Materials Metrics.
- (9) Total number of planned test cases.
- (10) Total number of requirements tested.
- (11) Total number of untestable requirements.
- (12) Expected Result(s).
- (13) Tester ID(s).

Delivery of and updates to this document will occur regularly within the context of the Task Work and, as such, are not correlated to Deliverable payments on the Price Schedules.

5.5.11 Certification of Successful Production Release.

The Certification of Successful Production Release provides the Contractor's verification and certification that the BenefitsCal Software was successfully promoted and installed into Production and will operate as designed.

Delivery of and updates to this document will occur regularly within the context of the Task Work and, as such, are not correlated to Deliverable payments on the Price Schedules.

5.5.12 BenefitsCal Marketing and Public Communications Plan.

The BenefitsCal Marketing and Public Communications Plan provides the detailed marketing and outreach activities, including measurable strategic goals, target audience profiles and creative, successful delivery methods, and will include:

- 5.5.12.1 Identification of target audience(s).
- 5.5.12.2 Identification of key events significant to the target audience(s).
- 5.5.12.3 Identification of messaging context to define what should be included and how the audience will relate and respond.
- 5.5.12.4 Identification of media channels to be used and the corresponding target audience(s).
- 5.5.12.5 Identify the appropriate Contractor resource(s) to serve as the primary messengers(s).
- 5.5.12.6 Description of how success will be measured.
- 5.5.12.7 Definition of Key Performance Indicators and expected outcomes.
- 5.5.12.8 Description of how feedback and outcomes will be measured.
- 5.5.12.9 Description of approach to continuous marketing and public communications improvement.
- 5.5.12.10 Description of approach to the development and delivery of marketing and public communication materials.

5.5.13 BenefitsCal Approach to Automation, Artificial Intelligence and Machine Learning.

The Approach to Automation, Artificial Intelligence and Machine Learning will include:

- 5.5.13.1 Approach to Validating Expected Outcomes and Improvements.
 - (1) User Centered Design and Stakeholder Usability.
 - (2) Error Reduction.

- (3) Costs / Costs Savings.
- (4) Data Analytics and Reporting.
- (5) Marketing and Public Communications.
- 5.5.13.2 Industry Standard Design, Adaptability, Compatibilities, Code Deployment and Documentation Methodologies,
- 5.5.13.3 Dependency Traceability Approach.
- 5.5.13.4 Configuration Management Methodologies.
- 5.5.13.5 Testing Methodologies.
- 5.5.13.6 Production Implementation Methodologies.
- 5.5.13.7 Maintenance and Operations Approach.
- 5.5.13.8 Approach to data scrubbing or cleansing; updating or removing inaccurate, incomplete, improperly formatted or duplicated data.
- 5.5.13.9 Approach to Data Management and Governance.
- 5.5.13.10 Roll-back Approach.

5.5.14 **BenefitsCal Monthly Service Level Agreement Performance Report.**

The BenefitsCal Monthly Service Level Agreement Performance Report is designed to provide the Consortium with a clear and accurate picture of the Contractor's adherence to service levels and performance requirements, including:

- 5.5.14.1 Daily Hours of Availability.
- 5.5.14.2 Monthly Hours Availability, Non-Production Environments.
- 5.5.14.3 Monthly Deficiency Notification Response Time.
- 5.5.14.4 Monthly Service Desk Diagnosis Time, Tier 3.
- 5.5.14.5 Daily Screen-to-Screen Navigation Response Time.
- 5.5.14.6 Daily Unbounded Search Response Time.
- 5.5.14.7 Daily Standard Response Time.
- 5.5.14.8 Disaster Recovery Response Time.
- 5.5.14.9 Failure to Complete Access Control Audits.

- 5.5.14.10 Security Information and Event Management System Uptime.
- 5.5.14.11 Completion of Root Cause Analysis.
- 5.5.14.12 Privileged Access Audits.
- 5.5.14.13 Application Security Scans.
- 5.5.14.14 Security Incident Notification.
- 5.5.14.15 Security Incident Reporting.
- 5.5.14.16 Security Incident Negligence.

Delivery of and updates to this document will occur monthly within the context of the Task Work and, as such, are not correlated to Deliverable payments on the Price Schedules.

5.5.15 BenefitsCal Technology Recovery Plan.

The BenefitsCal Technology Recovery Plan will include:

- 5.5.15.1 Roles and responsibilities of Contractor, Consortium, other CalSAWS contractors, and stakeholders as applicable.
- 5.5.15.2 Recovery Strategy – description of the portions of the plan that will be implemented based on various levels of incident severity, for example, minor interruption of service or total service failure.
- 5.5.15.3 Backup and Offsite Storage Procedures – Backup and retention schedules and procedures.
- 5.5.15.4 System Application Recovery Procedures – Operational procedures that will allow recovery to be achieved in a timely and orderly way.
- 5.5.15.5 Testing – description of annual System Application recovery test(s) planning and execution methodology including:
 - (1) Test Overview and Scope.
 - (2) Roles and responsibilities of the Contractor, Consortium, other CalSAWS Contractors and Stakeholders as applicable.
 - (3) Test Objectives.
 - (4) Test Requirements.
 - (5) Test Activities and Schedule.

- (6) Test Reporting Metrics to be collected.

5.5.15.6 Communication approach and contact list(s) including Contractor, Consortium, other CalSAWS contractors and stakeholders as applicable.

5.5.16 **BenefitsCal System Security Plan.**

The BenefitsCal System Security Plan will be completed by providing responses to each of the NIST 800-53 (current NIST level of BenefitsCal) controls contained in the System Security Plan template (from the NIST 800-53 [current NIST level of BenefitsCal] moderate baseline).

5.5.17 **BenefitsCal Transition-Out Master Plan.**

The BenefitsCal Transition-Out Master Plan will include:

- 5.5.17.1 A detailed Maintenance and Enhancement Transition-Out Work Schedule reflecting all Tasks and Deliverables to be completed, including a complete inventory of system changes pending, in progress and in the work queue.
- 5.5.17.2 Narrative describing each Task and Deliverable, including how all in-progress tasks such as system or application changes, will be transitioned.
- 5.5.17.3 Contractor, Consortium Staff, and successor contractor roles and responsibilities.
- 5.5.17.4 Narrative describing how the Contractor will plan, organize, communicate, implement, monitor, and report the status of all Transition-Out activities.
- 5.5.17.5 Provisions for supporting transition and cutover of Services and functions to a successor Contractor or the Consortium.
- 5.5.17.6 A Transition-Out Knowledge Transfer and Training Plan detailing the approaches and methodologies the Contractor will employ to transfer knowledge to Consortium Staff and/or a prospective successor Contractor.
 - (1) Schedule of planned knowledge transfer sessions and demonstrations.
 - (2) Number of Staff to be included in knowledge transfer sessions per topic area.
 - (3) Knowledge transfer topics with knowledge transfer objective descriptions and summaries for each topic.
 - (4) Length and location of each knowledge transfer session.

5.5.17.7 Narrative of applicable lessons learned from the Transition-In activities.

- (1) A BenefitsCal Transition-Out Documentation and Deliverables Assessment that identifies the results of a complete and comprehensive review and evaluation of all BenefitsCal Documentation to identify Documentation that requires updates or revisions. The Assessment will include:
 - (A) All Contractor Deliverables.
 - (B) All policies and procedures related to the provision of Services under this Agreement.
 - (C) Any other Documentation that would facilitate successor Contractors' understanding of overall application development, technical on-line operations and Services, application baseline code and coding standards, Configuration Management technical practices, and BenefitsCal Software and licensing renewal needs to maintain and operate the current BenefitsCal System.
- (2) The archiving, central storing, and file location listing of all Documentation included in the inventory and assessment.

5.5.18 BenefitsCal Transition-Out Work Schedule.

The BenefitsCal Transition-Out Work Schedule will be developed in MS Project and will include:

- 5.5.18.1 All Transition-Out activities and Tasks which are expected to be completed by Contractor, Consortium, and incumbent Contractor Staff to meet the estimated Transition-In schedule required by the BC TIMP to allow for successful cutover to the Agreement.
- 5.5.18.2 Start and completion dates for all Tasks.
- 5.5.18.3 Predecessor and successor dependencies for Tasks without subtasks, and predecessor and successor dependencies for subtasks.
- 5.5.18.4 Resource assignments for Tasks without subtasks, and resource assignments for Subtasks. resource assignments will include appropriate Contractor, Consortium, incumbent contractor resource, stakeholder assignments and estimated hours.

- 5.5.18.5 Estimated hours and durations for Tasks without subtasks and estimated hours and durations for subtasks.

5.5.19 **BenefitsCal Agreement Closeout Plan.**

The BenefitsCal Agreement Closeout Plan will include:

- 5.5.19.1 The overall strategy for closing out the Agreement.
- 5.5.19.2 The overall strategy and approach to complete other schedule-related Tasks (related to closeout) identified in any of the other BenefitsCal Work Plans developed by the Contractor under this Agreement.
- 5.5.19.3 A list of Deficiency items from the Consortium's Deficiency & Issue tracking systems that will be updated by the Contractor as condition for completion for Agreement closeout.
- 5.5.19.4 A list of outstanding action items or Tasks from meeting minutes or other management tracking systems.
- 5.5.19.5 A list of outstanding actions for the Consortium to resolve for the Contractor to complete the Agreement closeout.
- 5.5.19.6 A list of all outstanding Tasks and Work required per the approved BenefitsCal Work Schedule.
- 5.5.19.7 A timeline (schedule) for completing Agreement Closeout activities.
- 5.5.19.8 Any other items deemed relevant to the clarification of expectations for Contractor closeout.

5.5.20 **BenefitsCal Final Project Closeout Report.**

The BenefitsCal Final Project Closeout Report will include:

- 5.5.20.1 Executive Summary: Scope, Schedule, Budget: Plan vs. Actuals.
- 5.5.20.2 Summaries by SOW Task Area: Management, System Change Request, Support Services, Enhancement and Innovation Services, Production Operations, Technology Recovery, and Security.
- 5.5.20.3 Key Best Practices and Lessons Learned.
- 5.5.20.4 Administrative Closure.
- 5.5.20.5 Agreement Closure.

5.6 **Deliverable Acceptance.**

5.6.1 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 BenefitsCal Service Plan.

5.6.2 In accordance with the review periods delineated in the BenefitsCal 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.

5.6.3 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 BenefitsCal 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 Deficiencies (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) and Section 11.4 (Warranty Work Response) of this Agreement.

5.6.4 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. 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 5.4 shall remain in effect until Acceptance of all of the Deliverables.

5.6.5 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.

5.6.6 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.

5.6.7 Contractor shall continuously protect all Deliverables and backups therefor from 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.

5.7 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.

5.8 Contractor Report to Consortium Board of Directors.

Contractor shall provide the Consortium's Board of Directors with a summary report promptly upon the following circumstances: (a) any and all significant or serious Deficiencies, or (b) any circumstances which, if not remedied, will likely have a significant or serious negative impact on the CalSAWS Systems, the design, development or implementation of changes to the CalSAWS System, or the Contractor's Deliverables or Services, including without limitation the cost or time for completion.

6. PROJECT MANAGEMENT.

6.1 General Staffing Requirements and Commitments.

6.1.1 Contractor is responsible for providing Staff necessary to fulfill the requirements for all Deliverables and Services as required by this Agreement. Contractor is responsible for employing an approach to Staff management that facilitates a productive working relationship with Consortium staff, County staff, other Consortium contractor staff, and State staff/Project Sponsors. The Contractor's Staff will proactively coordinate and work collaboratively with the Consortium. Contractor shall ensure all Staff understand both initial and ongoing

roles and responsibilities, and how the BenefitsCal support team and assignments relate to the overall CalSAWS System and operations.

6.1.2 The Contractor is responsible for ensuring all Contractor Staff clearly understand both initial and ongoing roles and responsibilities, how the team and assignments relate to the Project, and the overall CalSAWS status and plans. The Consortium operates in a multi-contractor environment. Different contractors have responsibilities for different aspects of CalSAWS. Contractor will ensure its Staff work with other contractors' staff cooperatively and collaboratively to achieve the best interests of the Consortium.

6.1.3 All proposed Contractor Staff must have good oral and written communication skills, which includes, but is not limited to, the ability to communicate with diverse groups of users and to convey information technology terms and concepts to non-technical audiences. All Contractor Staff must prepare for, and actively participate in, designated Project meetings and represent the best interests of the Consortium and identify and escalate issues as appropriate. Finally, to facilitate Project progress, Contractor must take all reasonable steps necessary to minimize Staff turnover, particularly for the Key Staff identified below.

6.1.4 The Contractor's Staff will be dedicated to the Project unless otherwise described within the Contractor's approach and approved by the CalSAWS Executive Director. Project work hours are Monday, 12:00 P.M. Pacific Time Zone through Friday, 12:00 P.M., Pacific Time Zone. Project meetings should be limited to this period.

6.1.5 During the BenefitsCal Transition-In period 75% of Work performed by Key Staff must be conducted at an approved Project site as defined in this Agreement unless alternate arrangements are approved in writing by the Executive Director. Consortium Key Staff counterparts will also conform to this model.

6.1.6 In all cases, during the BenefitsCal Transition-In period and afterwards, the Contractor must provide at least one Key Staff person on-site on Monday mornings, 8:00 A.M through 12:00 P.M. and Friday afternoons, 12:00 P.M. through 5:00 P.M.

6.1.7 During the Transition-In period, the Consortium will work collaboratively with Contractor to determine a staffing model that establishes the appropriate level of continuing on-site presence required for all Key Staff and other Staff. Once the Transition-In Tasks are complete and accepted, Contractor will fulfill its ongoing obligations in accordance with the approved staffing model.

6.1.8 After the successful completion of the Transition-In period, Key Staff and other Staff may be required to work on-site per Consortium direction. The Consortium assumes up to 20% of Key Staff and other Staff will work full-time on-site with an additional 10% of Staff working on-site periodically. The Consortium's long-term expectation is to support a remote Staff model.

6.1.9 In the event of one or more Project site relocations, the Contractor will support the transition(s) without interruption of services.

6.2 **Key Staff.**

6.2.1 **Project Manager.**

The Project Manager is responsible for providing day-to-day management of Contractor resources and activities, including overall performance and Agreement compliance. The Project Manager will act as the primary interface with the Consortium Executive Director and Management Team. The Project Manager is responsible for managing the BenefitsCal scope of Services, Contractor Staff, and administering the Contractor's responsibilities under the Agreement. The Project Manager is responsible for ensuring the Agreement receives full support, commitment, and oversight from the Contractor's company to meet or exceed all contractual requirements contained in this Agreement. The Project Manager must have the decision-making authority to bind the Contractor to all terms and conditions in the Agreement. The Project Manager is accountable for Contractor Staff performance.

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

- 6.2.1.1 Overseeing the development and delivery of all Contractor tasks, Services and Deliverables and ensuring the quality of those Services and Deliverables, and that they are delivered in accordance with the approved BenefitsCal work schedule.
- 6.2.1.2 Ensuring the Contractor team understands the scope of the Agreement and the role of BenefitsCal within the overall CalSAWS Project, including working effectively with the Consortium and its Delivery Integration Team (DIO), Counties, state, stakeholders, clients and other contractors.
- 6.2.1.3 Participate as part of the DIO Team in the revisions and execution of plans and processes to govern multiple contractors working collectively in the CalSAWS environment.
- 6.2.1.4 Provide executive level reporting and communications to Consortium Executive Directors and Management Team, Joint Powers Authority (JPA) Board of Directors, Project Steering Committee, State program sponsors and other stakeholders.
- 6.2.1.5 Prepare special reports and presentations as needed related to the Project.
- 6.2.1.6 Work cooperatively with the Consortium PMO to resolve escalated issues including, but not limited to, contractual requirements, risk mitigation, BenefitsCal enhancements, and any other issue that requires executive management attention.

- 6.2.1.7 Identify and bring forward technology options and innovation recommendations that will provide the highest value to the Consortium and county business operations.

6.2.2 Project Management Office Lead.

The Project Management Office (PMO) Lead is responsible for the administration of the Project Management Office and overall reporting efforts for the Contractor. The PMO Lead responsibilities include, but are not limited to, the following:

- 6.2.2.1 Work closely with the BenefitsCal Project Manager and provide PMO support for the execution of the Contractor's responsibilities under this Agreement.
- 6.2.2.2 Adhere to the Consortium's Enterprise PCD and other Consortium required processes and procedures.
- 6.2.2.3 Manage and monitor the BenefitsCal Work Schedule that will be incorporated into the Consortium's Master Work Schedule.
- 6.2.2.4 Ensure the Contractor's Staff understands and adheres to Work Schedule activities, Deliverable responsibilities, and Project processes and procedures.
- 6.2.2.5 Lead and support the development and delivery of all Deliverables and Work products, ensuring they meet established quality standards and are delivered in accordance with the approved Work Schedule.
- 6.2.2.6 Provide financial reporting regarding planned and actual monthly expenditures using agreed upon formats.
- 6.2.2.7 Establish and manage BenefitsCal related issue resolution and risk mitigation strategies.

6.2.3 Transition Lead.

The Transition Lead's role spans the six (6) month Transition-In period. This position is responsible for planning, coordination and successful completion of the transition of all responsibilities and functions from the existing contractor to Contractor. Duties and responsibilities of the Transition Lead include, but are not limited to, the following:

- 6.2.3.1 Manage all Transition-In activities and deliver a successful transition.
- 6.2.3.2 Develop, maintain, and deliver a Transition-In Plan (TIP)
- 6.2.3.3 Work collaboratively with the incumbent contractor to accomplish a smooth transition of all BenefitsCal components.

- 6.2.3.4 Minimize impact to end users and county business operations during transition.
- 6.2.3.5 Assist Consortium, Counties, Project Sponsors, and Program Partners in understanding transition-in activities, timelines and impacts to other Consortium initiatives, BenefitsCal releases, and Tasks.
- 6.2.3.6 Identify and communicate with internal and external stakeholders/advocates on transition activities as needed.
- 6.2.3.7 Work with the Project Manager in closing out Transition activities.

6.2.4 **Application Manager.**

The Application Manager is responsible for planning, managing, implementing, and monitoring BenefitsCal application changes, with an emphasis on the overall management of the UCD, UX and the SCR process. The Application Manager will work with the Consortium to provide an overall strategy for upcoming release planning in order to maximize use of the Consortium's BenefitsCal budget to meet identified policy and priorities. The Application Manager will confirm the Contractor's application team contains the necessary skill set and experience to carry out application functions required by the SDLC. In addition, the Application Manager is responsible for working closely with the design, development and test teams in support of Consortium, county, state, advocate, and client activities. The Application Manager will coordinate with these groups to identify, research, and resolve questions and communicate insights to shape the user experiences. The duties and responsibilities of the Application Manager include, but are not limited to, the following:

- 6.2.4.1 Manage the day-to-day activities and all aspects of the Contractor's Application Staff.
- 6.2.4.2 Plan, prepare for, and manage application maintenance tasks and resources in accordance with the approved Work Schedule.
- 6.2.4.3 Oversee the SCR requirements management processes, including monitoring and assessing issues that relate to requirement changes and potential impacts to associated systems.
- 6.2.4.4 Confirm UCD processes and User Experience (UX) methodologies have been applied, where applicable to improve the User experience for stakeholders, including the public.
- 6.2.4.5 Ensure the Consortium, counties, state, advocate and client input are included in UCD activities throughout the design and development processes and will oversee the design and usability of the BenefitsCal application.

- 6.2.4.6 Identify and proactively bring forward options that will provide the most efficient and effective engagement of users, and the best value to the Consortium, Counties, and stakeholders.
- 6.2.4.7 Confirm that documentation of defect remedies and SCRs are accurately reflected in the appropriate Deliverable.
- 6.2.4.8 Lead application scope management and the evaluation of potential application scope changes.
- 6.2.4.9 Work with the Consortium to prioritize and coordinate release content and effort based on the BenefitsCal SCR queue, service requests, third-party applications and/or other CalSAWS components.
- 6.2.4.10 Work as part of the Consortium continuous improvement efforts for the BenefitsCal SCR process to enable rapid releases into production.
- 6.2.4.11 Communicate plans for key application changes.
- 6.2.4.12 Deliver timely changes, enhancements, associated deliverables, and defect remedies.
- 6.2.4.13 Assess proposed enhancements for design alternatives based on all identified constraints, such as cost, schedule, usability, maintainability, and reliability.
- 6.2.4.14 Lead the development of all application related Deliverables and work products.
- 6.2.4.15 Document and maintain all required detailed design documentation.
- 6.2.4.16 Perform risk analysis to identify security issues and remediating plans. Identify and/or mitigate operational risks where appropriate.
- 6.2.4.17 Work with the CalSAWS Operations Service Desk Lead and manage Tier 3 support for application tickets that occur in non-production and Production environments and questions received through the AskCalSAWS mailbox.

6.2.5 **Product Manager.**

The Product Manager contributes to and manages the shared vision and desired outcomes of BenefitsCal by working with the Consortium, the Counties, the state, and other stakeholders, including the public. The Product Manager identifies users' unmet and underserved needs, systemically designs solutions to meet those needs, and validates the usefulness and value of these solutions. The Product Manager identifies and maintains the key objectives of BenefitsCal and

considers how proposed changes and enhancements can be modified, designed, or sequenced to support the BenefitsCal vision and desired outcomes. The Product Manager works closely with the Application Manager and other staff to ensure user voices are given priority and are incorporated into BenefitsCal design processes. The duties and responsibilities of the Product Manager include, but are not limited to, the following:

- 6.2.5.1 Lead cross-functional teams of researchers, designers, engineers, and other subject matter experts in the development of product scope, goals, and strategy, including aligning teams and stakeholders around a shared vision and desired outcomes.
- 6.2.5.2 Develop and maintain a list of the core outcomes and metrics for BenefitsCal based on user needs and the agency and product's objectives; obtain approval from the Consortium and the state and input from other stakeholders, including the public; make evidence-based product decisions.
- 6.2.5.3 Oversee efforts to discover new user needs and incorporate ongoing feedback to iteratively improve BenefitsCal over time.
- 6.2.5.4 Ensure UCD processes and User Experience (UX) methodologies have been applied, where applicable, to understand the problems to be solved and how proposed changes and enhancements to BenefitsCal may best address those problems.
- 6.2.5.5 Ensure input from users, the Consortium, Counties, state, and other stakeholders is included in UCD activities throughout the design and development processes and oversee the design and usability of the BenefitsCal application.
- 6.2.5.6 Identify and proactively bring forward solutions that will provide the most efficient and effective engagement of users, streamline service delivery, and bring the most value to users, the Consortium, Counties, state, and other stakeholders.
- 6.2.5.7 Monitor and actively contribute to the prioritization of SCRs and other enhancement requests and propose adjustments to create the most value and align with the vision and desired outcomes for BenefitsCal.
- 6.2.5.8 As part of the prioritization of SCRs and enhancements, propose when appropriate clustering and sequencing of related changes to provide transformational impact to BenefitsCal users.
- 6.2.5.9 Manage, own, and maintain a master list of proposed changes and enhancements, including details on planned start, actual start, planned completion, actual completion, and other relevant details that can be readily shared with the Consortium, Counties, the state, and other stakeholders.

- 6.2.5.10 Oversee experiments to measure the impact of messaging strategies and the effect on applications, completions, and approvals.

6.2.6 User Center Design (UCD) Lead

The User Centered Design (UCD) Lead serves as the Project expert on UCD practices and methodologies, drives the development of innovative UCD solutions and provides thought leadership. With the purpose of increasing end-user participation and system usability and user experience, the UCD lead will focus on the needs, preferences, and behaviors of the end users of the BenefitsCal system and create solutions that are intuitive, accessible, and applicable for end users, while also meeting the goals and requirements of Project sponsors and stakeholders. The UCD Lead will oversee the conduct of business analysis projects and may supervise lower-level analysts and direct others in both planning and structuring the work and executing the expected levels of deliverable quality. The duties and responsibilities of the UCD Lead include, but are not limited to, the following:

- 6.2.6.1 Adopt the Consortium's UCD best practices and create new methods and tools, such as research, prototyping, usability testing, and evaluation to understand the Users and their context and design and iterate solutions based on User feedback.
- 6.2.6.2 Work with SCR teams to plan, prioritize and deliver UCD work products, including use cases, prototypes, and usability studies.
- 6.2.6.3 Serve as the Project expert on UCD and promote, teach, explain UCD thinking, concepts and techniques.
- 6.2.6.4 Advocate for the Users' perspective. Ensure that the voices of Consortium's stakeholders, including end users, community organizations and project sponsors are given priority in the design of new solutions.
- 6.2.6.5 In collaboration with the Public Communications Lead, conduct User research to understand the needs and goals of the target users, analyzing and synthesizing the data to create use cases, developing design concepts and prototypes, testing and evaluating the solutions with Users and Stakeholders, iterating and refining design solutions based upon test results and feedback, and communicating with the Application Manager and the Project team members to ensure alignment with objectives.
- 6.2.6.6 Identify and cultivate relationships with strategic partners who can provide design expertise for application changes and develop solutions that contribute to the enhancement of the UCD processes.
- 6.2.6.7 Advise Consortium leadership and stakeholders on the quality and effectiveness of the UCD processes used and prepare for

and conduct retrospective reviews and continuous improvement activities.

- 6.2.6.8 Demonstrate the understanding of how technical constraints and opportunities inform design solutions.

6.2.7 Test Manager.

The Test Manager oversees and monitors testing activities from the creation of test scripts through all testing phases, including unit, System, integration and performance testing. This position will support the Consortium-led County Validation testing efforts. Central to this role is the management of the SCR test process. The manager will confirm the Contractor's Test team contains the necessary skill set and experience to carry out application test functions required by the SDLC. This position is also responsible for release management and will coordinate with the Application Manager to plan, structure, coordinate, deploy and manage releases. The duties and responsibilities of the Test Manager include, but are not limited to, the following:

- 6.2.7.1 Adopt the Consortium's Test Plan and recommend new methods and/or tools such as for usability testing, regression testing, and test reporting.
- 6.2.7.2 Manage the day-to-day activities of the Contractor's Test Team.
- 6.2.7.3 Oversee planning, development, and execution of BenefitsCal testing.
- 6.2.7.4 Lead and coordinate with the development, business, and technical teams to execute all testing activities.
- 6.2.7.5 Coordinate and support the Consortium-lead County Validation testing efforts.
- 6.2.7.6 Plan, develop, review, and maintain the release schedule in conjunction with the Consortium.
- 6.2.7.7 Oversee and conduct BenefitsCal Release Readiness reviews.
- 6.2.7.8 Track all test defects.
- 6.2.7.9 Assist the Consortium in determining defect severity levels for all defects.
- 6.2.7.10 Track all defects through retest and timely resolution.
- 6.2.7.11 Provide and communicate test metrics and progress reports.
- 6.2.7.12 Participate in the Certification of Successful Production Release process as defined within the BenefitsCal Services Plan.

6.2.8 Public Communications Lead.

The Public Communications Lead is responsible for developing, implementing, directing and managing a comprehensive, integrated communications and internal and external public relations program designed to ensure communications of stakeholder and Consortium priorities and promote key organizational services and programs to increase public awareness of the BenefitsCal System. This position works closely with the CalSAWS Executive Team, CalSAWS Application Manager, Contractor Application Manager, Consortium internal and external stakeholder leads, and the public. The duties and responsibilities of the Public Communications Lead include, but are not limited to, the following:

- 6.2.8.1 Lead the development and implementation of a comprehensive marketing and communications program designed to communicate BenefitsCal services and programs and foster community relationships through BenefitsCal initiatives.
- 6.2.8.2 Oversee, plan, and manage all publicity related BenefitsCal special events and provide tactical direction to staff in carrying out marketing, communications and customer service functions.
- 6.2.8.3 Lead the development of materials in support of BenefitsCal marketing strategies including publications, electronic communications and multimedia presentations.
- 6.2.8.4 Develop, implement, and plan both electronic and web-based communication for the implementation of public relations strategies; utilizing current and emerging technologies to best reach target audiences.
- 6.2.8.5 Develop and oversee the production of reports and printed materials intended to market and promote the service of BenefitsCal.
- 6.2.8.6 Consult with and provide oral reports and presentations on BenefitsCal related issues to the JPA, Consortium Executive leadership, PSC and other Consortium teams, and stakeholder groups.
- 6.2.8.7 Expand the Consortium strategic partnerships with public and private organizations to garner BenefitsCal support and Stakeholder collaboration to maximize BenefitsCal visibility and community reach.
- 6.2.8.8 Cultivate relationships with media outlets and shape and direct stories about BenefitsCal programs and services. Manage media relationships, research editorial opportunities and build relationships with key industry media.

- 6.2.8.9 Lead and supervise graphic arts initiatives and establish quality content and design of informational and promotional materials for public distribution.
- 6.2.8.10 Oversee and take creative lead of all production of BenefitsCal print, web and other marketing materials. Create and maintain standards and quality control of BenefitsCal internal and external communications.
- 6.2.8.11 Create opportunities with external stakeholders in branding, marketing, public relations and public affairs; members of the news media; and vendors. Build and maintain key strategic relationships with external stakeholders and local media to establish branding opportunities to increase BenefitsCal visibility through web, print, broadcast and events.

6.2.9 **Security Manager.**

The Security Manager is responsible for cybersecurity solutions, privacy, protection of digital information, and security compliance related to the BenefitsCal Project. This position will work closely with the Consortium and other CalSAWS contractor security teams. The duties and responsibilities of the Security Manager include, but is not limited to, the following:

- 6.2.9.1 Planning, implementing, managing, monitoring, and upgrading security solutions to defend against hacking, malware, ransomware, and other threats to Data, BenefitsCal, and networks.
- 6.2.9.2 Maintaining, enforcing, and documenting BenefitsCal security policies and procedures that align with current industry standards and Privacy and Security Agreements (PSAs) among CalSAWS, California State agencies, and other CalSAWS contractors.
- 6.2.9.3 Serving as a resource regarding matters of information security and reports status of ongoing information security activities to CalSAWS Executive Director or designee(s).
- 6.2.9.4 Supporting the development/adoption and enforcement of Information Security policies, procedures, and standards.
- 6.2.9.5 Providing timely notification to the Consortium and Project sponsors of security breaches.
- 6.2.9.6 Coordinating with the Consortium and other CalSAWS contractors in responding to information security data calls, audit requests, and reporting.
- 6.2.9.7 Working with the Consortium to implement, monitor, and maintain appropriate security measures, best practices, controls,

and mechanisms to guard against unauthorized access to electronically stored and/or transmitted Data and protect against reasonably anticipated threats and hazards.

- 6.2.9.8 Performing ongoing security monitoring of Systems.
- 6.2.9.9 Identifying and mitigate all security weaknesses, threats, and vulnerabilities in all BenefitsCal operational entities.
- 6.2.9.10 Conducting penetration testing, exercises, analyses and simulation on security incidents and response capabilities to determine effectiveness; document results.
- 6.2.9.11 Implementing and enforcing policies and procedures, which include standards for incident handling (FTI, PHI, etc.).
- 6.2.9.12 Responding to security breaches.
- 6.2.9.13 Providing root cause analysis and remediation of security issues.

6.3 **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 Staff must be provided to the Consortium's Executive Director. Any such Key Staff 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 Staff 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 Staff shall not be modified or removed except upon the express written approval of the Consortium's Executive Director.

6.3.2 **Contractor Staff Matrix**

Contractor agrees to make available to the Consortium a matrix of all Staff working on the Project under this Agreement along with their experience, and to maintain that matrix for changes as they occur. This matrix shall include all full or part-time staff names, working titles, a brief description of each position, and the average monthly hours worked or to be worked. Contractor shall also provide to the Consortium résumés and two (2) references for all Key Staff prior to commencing work pursuant to this Agreement.

6.4 **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 changes in Contractor Staff will not be unreasonably withheld.

6.5 Replacement of Contractor Staff

All Staff proposed by Contractor as replacements for other Staff shall have comparable or greater skills to perform the Project activities as were performed by the Staff being replaced. Contractor assumes sole and full responsibility for its acts and the acts of its Staff. Contractor understands and agrees that the Consortium does not assume liability for the actions of Contractor's Staff. Contractor shall ensure that any transition to new Staff will not affect the quality or timeliness of work performed pursuant to this Agreement. Any replacement of Contractor Staff shall be accomplished in a period no longer than two (2) weeks following the departure of the predecessor Staff personnel, or such other period of time as may be agreed to by the Consortium's Executive Director.

6.6 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 BenefitsCal Services 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 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.

6.7 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 or 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.

6.8 Subcontractors.

6.8.1 Contractor may, with prior written permission from the Consortium, enter into subcontracts with third parties for the performance of any part of Contractor's

duties and obligations under this Agreement. Any such approval may be rescinded by the Consortium in its reasonable discretion if the Subcontractor's performance is materially deficient or noncompliant or if any conduct by Subcontractors utilized by Contractor violates any provision of this Agreement and such violation is not cured after written notice as set forth in Sections 11.4. Contractor is responsible and liable for the proper performance of, and the quality of any work performed by, any and all of its Subcontractors. In addition, Contractor's use of any Subcontractor shall not affect the full and complete applicability and enforceability of any and all warranties provided by Contractor pursuant to this Agreement. In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor to the Consortium for any breach in the performance of Contractor's duties. All subcontracts will be made in writing and copies provided to the Consortium. The Consortium has the right to refuse reimbursement for obligations incurred under any subcontract that does not comply with the terms and conditions of this Agreement.

6.9 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 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.

6.10 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 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.

6.11 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 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.

6.12 Staff Background Checks.

Due to the confidential nature of the information and materials which will be accessible to Contractor, Contractor shall perform criminal background checks on Contractor Staff,

including Subcontractor Staff, proposed on the Project to the extent permitted by law. In addition, Contractor shall conduct reference checks on Contractor Staff proposed to be used on the Project, including all Subcontractors and their personnel, and the Consortium reserves the right in its sole discretion to reject any proposed Staff as a result of information produced by such reference checks or additional sources of information. All criminal background and reference checks will be conducted in manner consistent with federal and California state law. The results of such reference checks shall not be disclosed by the Consortium unless required by applicable federal or state law.

6.13 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 BenefitsCal Deliverables and Services that are compatible with this statewide system. Contractor further acknowledges that the Consortium may undertake and award more supplemental contracts for work related to this Agreement, or any portion thereof. Contractor shall fully cooperate with all other contractors and vendors (including but not limited to equipment suppliers and third party licensors) and the Consortium in all cases in which work undertaken pursuant to this Agreement overlap or intersect with the work done by other contractors or vendors. Contractor shall ensure that all Subcontractors shall abide by this provision. It is understood and agreed by the parties hereto that Contractor shall not be responsible for the acts or failures to act of 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.

7. 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 BenefitsCal Deliverables and Services shall not exceed Fifty Seven Million Three Hundred Ninety Seven Thousand One Hundred Forty Eight Dollars (\$57,397,148.00). This Total Maximum Contract Sum is inclusive of all of the following,

except the Twenty Million Dollars (\$20,000,000.00) in Change Allowance listed below:

The Contract Sum for BenefitsCal Transition-In Staff Loading (Schedules 2 and 3) shall not exceed Five Million One Hundred Ninety Two Thousand Forty Two Dollars (\$5,192,042.00).

The Contract Sum for BenefitsCal Software (Schedule 4) shall not exceed One Million Three Hundred Ninety Seven Thousand Thirty Six Dollars (\$1,397,036.00).

The Contract Sum for BenefitsCal Services and Staff Loading (Schedules 5 and 6) shall not exceed Fifty Million Eight Hundred Eight Thousand Seventy Dollars (\$50,808,070.00).

Total Change Allowance is \$20,000,000.00

7.1.2 Optional Year Pricing.

Should the Consortium elect to extend the BenefitsCal Services being provided by Contractor pursuant to Section 4.2, the Contract Sum for such extended BenefitsCal Services shall not exceed Forty Two Million Four Hundred Fifty Eight Thousand One Hundred Seven Dollars. (\$42,458,107.00) (Schedules 7.1-7.4)

7.1.3 BenefitsCal Services Hourly Rate Card

Contractor's charges for BenefitsCal Services shall be consistent with its BenefitsCal Hourly Rate Card (Schedule 8).

7.1.4 BenefitsCal Services Change Order Rate Card.

Contractor's charges for Services performed pursuant to an approved Change Order shall be consistent with its BenefitsCal Services Change Order Rate Card (Schedule 9).

7.2 No Increases.

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

7.3 Costs Excluded from Total Maximum Contract Sum.

7.3.1 Taxes.

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

7.3.2 Transportation and Insurance Costs.

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

7.3.3 Contractor Expenses.

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

7.4 Invoices.

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 BenefitsCal Deliverables, which received Acceptance in the previous month and all BenefitsCal 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 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.

7.4.3 SCR Invoicing

As defined at Section 2.82 of this Agreement, CalSAWS System Change Requests (SCR) are utilized when any new or updated system functionality to the CalSAWS System is needed or recommended. Whenever a SCR is proposed through a state policy letter, a request from a County, an enhancement request submitted by the Collaboration Model group, the Consortium, or the Contractor, and the Parties have agreed that work will proceed on a proposed SCR, invoicing for the work done on the approved SCR will be billed using an average hourly rate for the work done by Contractor on that SCR.

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 BenefitsCal Price Proposal for BenefitsCal 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 shall pay for all Software and telecom services at amounts agreed upon by the Consortium and Contractor. 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 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 the BenefitsCal Project is dependent upon the availability of County, State and federal funding. If funding to make payments in accordance with the provisions of this Agreement is not forthcoming from any County Board of Supervisors, the State Legislature, or the federal government, or is not allocated or allotted to the Consortium by the State Department of Finance for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of the Consortium to make payments after the effective date of such non-allocation or non-funding, as provided in the notice, will cease and terminate.

7.6.2 Delayed or Reduced Funding; Conditions Subsequent.

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

determined in accordance with those in the Price Proposal. In this situation, the Consortium shall pay Contractor for Services and Deliverables provided prior to Consortium providing Notice of the loss of funding. Any obligation on the part of the Consortium to pay Contractor will not extend beyond the end of the Consortium's then current funding period.

7.6.3 No Damages.

The Consortium, through its agents and employees, will exercise reasonable efforts to obtain the necessary funding to pay Contractor in accordance with this Agreement and all its terms. Contractor expressly agrees, however, that no penalty or damages shall be applied to, or shall accrue to, the Consortium, or to any of the Counties or the State, in the event that the necessary funding to pay under the terms of this Agreement is not available, not allocated, not allotted, delayed or reduced. 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.

7.7 Overpayments to Contractor.

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

8. 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 BenefitsCal 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.

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 Project Manager and Consortium Executive Director shall negotiate in good faith and in a timely manner as to the price and the impact on the Schedule of any Change Orders. If the Parties reach an agreement in writing the Consortium Executive Director shall submit the written Change Orders for review and evaluation by the Consortium Board of Directors, except that the Consortium Executive Director shall have the authority to approve written Change Orders that do not result in an increase in the Total Maximum Contract Sum for all Deliverables and Services provided pursuant to this Agreement. Upon the express written approval of the Consortium Board of Directors or the Consortium Executive Director as applicable, the Change Order will be incorporated into, and become a part of, this Agreement and Contractor shall begin to work on the Change Order. Such Change Orders shall in no way constitute an

agreement other than as provided pursuant to this Agreement nor in any way amend or supersede any of the other provisions of this Agreement.

8.5 Disagreement on Change Order.

If the Parties are unable to reach an agreement in writing within fifteen (15) days of Contractor's response to a Change Order pursuant to 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 the BenefitsCal Project at which point Contractor shall proceed with the work according to such adjustments as determined by the Executive Director, subject to Contractor's right to appeal the Consortium Executive Director's determination of the price and/or Schedule pursuant to Section 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 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.

9. CONSORTIUM PROPERTY.

9.1 Ownership.

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

9.2 Use of Property.

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

9.2.1 Location of Work.

Contractor will maintain a significant on-site presence at CalSAWS' business locations during the Transition-In periods. Until the transition is complete and accepted, 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.

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 BenefitsCal 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 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.

9.4 **Notice of Damage.**

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

9.5 **Surrender of Property.**

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

10. **OWNERSHIP 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; Additional 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.

The Software referenced in Contractor's Proposal submitted in response to the RFP will be procured by Contractor's affiliate, Proquire LLC, and resold to Consortium through Contractor. Contractor shall be an agent for Proquire and shall invoice, collect, and receive from Consortium all sums that become due to Proquire. Prior to delivery of any such Software to Consortium, Contractor shall provide Consortium copies of any applicable terms and conditions of sale and maintenance, or other applicable agreement from the original software manufacturer, to allow Consortium to pre-approve such agreement(s). Upon Contractor providing Consortium with the fully signed license or other third-party agreement that is applicable to such Software, Consortium shall be responsible for the obligations and liabilities under such license or other third-party agreement, which shall constitute an agreement between Consortium and the third-party supplier only, and not Proquire, which Consortium shall pre-approve as set forth above. Consortium's acceptance of responsibility for the obligations and liabilities under any third-party agreement does not relieve Contractor of its warranty obligations under Section 11.1 of this Agreement as it relates to Third Party Software or Hardware.

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 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 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 BenefitsCal 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 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 Transfer Of Code Into, Or Out Of, CalSAWS System.

10.5.1 Transfer of Code Into CalSAWS System.

In the event, Contractor intends to transfer any code into the CalSAWS System from an outside source, Contractor must provide the CalSAWS Executive Director with notice of such intended transfer no later than ten (10) days prior to any such transfer taking place or as much prior notice as reasonably practicable, and must obtain prior approval of such transfer from the CalSAWS Executive Director, which will not be unreasonably withheld. Any code transferred into the CalSAWS System must be compatible with the CalSAWS System.

10.5.2 Transfer of Code Out Of CalSAWS System.

In the event, Contractor intends to transfer any Consortium owned code from the CalSAWS System to any third party, Contractor must provide the CalSAWS Executive Director with notice of such intended transfer no later than ten (10) days prior to any such transfer taking place, and must obtain prior approval of such transfer from the CalSAWS Executive Director, which will not be unreasonably withheld.

10.6 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.

10.7 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 BenefitsCal Deliverables.

11. 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 BenefitsCal Services Plan, BenefitsCal Work Plan and OWDs. All Deliverables shall be complete, meet Specifications, adhere to the applicable DED, be provided timely as defined in the BenefitsCal 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. Third Party Software and Hardware is subject to the warranty terms of the third-party provider thereof, and Contractor is not obligated to provide any incremental, additional, or supplemental warranties with respect to such Third Party Software or Hardware; provided, however, that this does not limit Contractor's warranty obligations with respect to the Deliverables as set forth above. Contractor will correct Deficiencies caused by Third Party Software or Hardware in accordance with subparagraphs 11.3 (Correction of Deficiencies) and 11.4 (Warranty Work Response). Contractor will have no obligation under this Section 11 to make warranty repairs attributable to (i) Consortium's misuse or modification of a Deliverable that received Final Acceptance; (ii) Consortium's use of such Deliverables in combination with any product that causes a Deficiency in the Deliverable; or (iii) operation or utilization of a Deliverable in a manner not contemplated by 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 BenefitsCal Services Plan, BenefitsCal 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 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 period specified in Subparagraph 11.4 (Warranty Work Response).

11.4 Warranty Work Response.

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

11.4.1 BenefitsCal Deliverables.

Contractor shall correct any Deficiency in the BenefitsCal Deliverables as follows:

11.4.1.1 For any Non-cosmetic Deficiency, determined to be high priority in accordance with this Section 11.4, Contractor shall immediately commence corrective action and either correct or implement an appropriate workaround for such Non-cosmetic Deficiency within twelve (12) hours of providing notice to, or receipt of, Notice from the Consortium in accordance with the approved BenefitsCal PCD. A "high priority" Deficiency shall generally mean a Non-Cosmetic Deficiency that prevents core business processes from functioning properly or causes errors in the

processing of cases. If a workaround is implemented, then Contractor shall permanently correct such Deficiency within thirty (30) days of the date on which notice was first provided for a high priority Deficiency.

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

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

11.4.2 BenefitsCal Services.

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

11.4.3 Contractor-Identified Deficiencies.

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

11.5 Price Warranty.

11.5.1 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.

11.5.2 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.

11.5.3 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.

11.6 **Additional Warranties.**

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

11.6.1 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 BenefitsCal Project.

11.6.2 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.

11.6.3 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.

11.6.4 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.

11.7 Additional Representations.

11.7.1 Power and Authority.

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

11.7.2 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.

11.7.3 Additional Intellectual Property Representations.

Contractor represents and warrants that:

11.7.3.1 Except to the extent that any Deliverables are provided to Consortium pursuant to a license, Contractor represents and warrants that its Deliverables shall be free of liens or encumbrances included by Contractor.

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

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

11.7.3.4 The Deliverables will not knowingly infringe or misappropriate any right of, and will be free of any claim of, any third person or entity based on patent, copyright, trade secret, unfair trade practice, or other intellectual property right.

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

11.7.4 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.

11.7.5 Contractor's Good Standing.

Contractor represents and warrants that:

11.7.5.1 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.

11.7.5.2 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.

11.7.5.3 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.

11.7.5.4 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.

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

11.7.6 Ability to Perform.

Contractor represents and warrants that:

11.7.6.1 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.

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

11.8 Breach of Warranty Obligations.

In the event that Contractor fails to timely perform its obligations set forth in this Section after receiving Notice from the Consortium of Contractor's failure to meet such obligations, the Consortium shall have the right to withhold payment to Contractor subject to the provisions of 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 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..

12. INDEMNIFICATION.

12.1 General.

Contractor shall indemnify, defend, and hold harmless the Consortium, and its elected and appointed officers, employees, agents, Consortium Members (hereafter in this Section 12 "Consortium Indemnities") and the State and its officers, employees, and agents from and against any and all claims, liabilities, damages, costs, and expenses, including defense costs and reasonable legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to (i) claims and lawsuits by third parties, for any damages of any nature whatsoever for bodily injury, death, personal injury (including purely economic damage), or real or tangible personal property damage arising from Contractor's, Contractor's agents', employees' or Subcontractors' alleged or actual negligent acts, 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 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.

12.2 Intellectual Property Indemnification.

Without in any way infringing upon the generality of the Consortium's indemnification rights under Section 12.1, Contractor shall, at its expense, defend, indemnify, and hold harmless Consortium Indemnitees and the State and its officers, employees, and agents from and against any losses, liabilities, damages, penalties, costs, fees, including without limitation reasonable attorneys' fees, and expenses from any claim or action against the Consortium Indemnitees or the State and its officers, employees, and agents by third parties, which is based on a claim that Consortium Indemnitees' or the State and its officers, employees, and agents use of or rights to the BenefitsCal 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 BenefitsCal 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 BenefitsCal 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 and refund all sums paid for such Deliverables, as applicable.

13. LIQUIDATED DAMAGES.

13.1 Delays or Failures.

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

13.2 Key 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. In addition, in the event (a) Contractor fails to meet any of the requirements in the Service Level Agreements (SLAs), which are incorporated by reference into this Agreement, and as referenced in Section 13.3, (b) such failure is due to the non-performance of any Key Staff, (c) the Consortium has notified Contractor that its failure to meet the requirements of any SLA is due to the non-performance of any Key Staff; and (d) Contractor nonetheless chooses to retain the non-performing Key Staff in his/her/their position on the Project, then the Liquidated Damages specified in Section 13.3 will double.

13.3 Service Level Agreements (SLA).

Consortium has established various SLAs, which are incorporated into this Agreement by reference. The SLAs set forth various Performance Requirements required of Contractor. The SLAs also establish the Performance Measures by which the successful accomplishment of the Performance Requirements are measured. Finally, the SLAs also set forth Liquidated Damages for not achieving the Performance Measures associated with certain Performance Requirements in the SLAs. Consortium and Contractor may clarify the interpretation and measurement of the SLAs in an Accepted Deliverable. In such event, such clarifications shall govern but in no event may such clarifications conflict with the terms of this Agreement; rather, they may only clarify the interpretation and measurement of the details of the SLAs. The clarification of the SLAs in accordance with this Section also may include a procedure for relief from failure to meet the transaction-based SLAs in the circumstance in which a single failure to meet the Performance Measure results in failure to meet the SLA. The Consortium reserves the right to seek an amendment to this Agreement to add additional SLAs and Liquidated Damages provisions as conditions over the term of this Agreement warrant. The current Performance

Requirements required of Contractor pursuant to the SLAs, along with the Liquidated Damages to be assessed for failing to meet the Performance Measures associated with those Performance Requirement to which Liquidated Damages are attached, are as follows:

Performance Requirement	Liquidated Damages
1. Daily Hours Availability	\$10,000 per day
2. Monthly Hours Availability, Non-Production Environments	\$10,000 per day
3. Monthly Deficiency Notification Response Time	\$500 per month
4. Monthly Service Desk Diagnosis Time, Tier 3	\$5,000 per month
5. Daily Screen-to-Screen Navigation Response Time	\$10,000 per day
6. Daily Unbounded Search Response Time	\$500 per day
7. Daily Standard Report Response Time	\$500 per day
8. Disaster Recovery Response Time	\$5,000 per incident
9. Failure to Complete Access Control Audits	\$5,000
10. Security Information and Event Management System Uptime	\$10,000 per day
11. Completion of Root Cause Analysis	\$5,000 per incident
12. Privileged Access Audits	\$5,000 per incident
13. Application Security Scans	\$5,000 monthly

14. Security Incident Notification	\$10,000 per incident
15. Security Incident Reporting	\$2,500 per incident per hour
16. Security Incident Negligence	\$10,000 per hour

Contractor's total liability for Liquidated Damages in any month shall not exceed ten percent (10%) of the Charges for that month. Each of the Liquidated Damages set forth above shall apply separately to the SLA to which it relates. In the event multiple SLAs fail due to the same root cause attributable to Contractor, the Consortium can choose, in its sole discretion, one applicable SLA for purposes of assessing Liquidated Damages.

13.4 **Available Remedies.**

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

13.5 **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.

14. **ADDITIONAL LIABILITIES AND REMEDIES.**

14.1 **Withholding Payments.**

Consortium will notify Contractor of any Deficiency on Contractor's part to perform its obligations under this Agreement. If, after receiving such Notice, Contractor fails to cure its non-performance within the time periods specified in Section 11.4, including its subparts, Consortium shall have the right to withhold payments to Contractor, in whole or in part, until such failure to perform is cured in all materials respects; provided that the Consortium shall not withhold payment for Deliverables and Services that have been Accepted by the Consortium.

14.2 **Reductions in Payments Due.**

Amounts due the Consortium by Contractor, including but not limited to Liquidated 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 Consortium from any money payable to Contractor pursuant to this Agreement.

14.3 **Cover.**

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

14.4 **Suspension Due to Breach.**

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

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

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

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

14.4.4 Upon receipt of notice of final disposition by Contractor, the Consortium reserves the right to suspend all, or part of, the Agreement for a period no greater than thirty (30) calendar days, and to withhold further payments, or to prohibit Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action, if necessary, by Contractor or a decision by the Consortium to terminate in accordance with Sections 18.1 or 18.2.

14.5 **Suspension for Convenience.**

The Consortium shall have the right at any time during the Project to suspend Contractor's, or any of its Subcontractor's, Work on any Deliverables, Services, or any part thereof, fully or partially, for its own convenience for a period not to exceed thirty (30) days

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

14.6 Limitation on Liability – CONSORTIUM.

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

14.7 Limitation on Liability – CONTRACTOR.

EXCEPT FOR INDEMNIFICATION OBLIGATIONS, (i) CONTRACTOR'S LIABILITY TO THE CONSORTIUM UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL CHARGES PAID AND TO BE PAID BY THE CONSORTIUM TO CONTRACTOR UNDER THE AGREEMENT, INCLUDING WITHOUT LIMITATION, CHANGE ORDER PRICES AGREED TO BY THE PARTIES OR OTHERWISE ADJUDICATED, AND (ii) CONTRACTOR SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHER LEGAL THEORY, REGARDLESS OF THE CAUSE OF ACTION AND EVEN IF THE CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FOR PURPOSES HEREOF, THE SPECIFIED PAYMENT REMEDIES SET FORTH IN SECTIONS 11.7, 14.3, AND 19.24 OF THIS AGREEMENT AND DAMAGES ARISING FROM BREACH OF SECTION 15, CONFIDENTIAL DATA, SHALL NOT BE DEEMED CONSEQUENTIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES.

15. CONFIDENTIAL DATA; SECURITY.

15.1 Confidentiality of Consortium and Third Party Information.

Contractor shall maintain the confidentiality of all confidential records and information, including information relating to the BenefitsCal 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 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 6.8. Contractor shall comply with, implement, adhere to and align with, track, and 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 Requirements), NIST, ADA, and California SIMM / SAM requirements.

15.2 Audit.

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

15.3 Return.

Subject to record retention laws and requirements of this Agreement, Contractor shall promptly destroy or return to the Consortium all Confidential Information, including copies thereof, except for one copy that may be retained for regulatory or audit purposes, upon either demand by the Consortium or upon the expiration or termination of this Agreement.

15.4 **Injunctive Relief.**

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

15.4.2 The Consortium will immediately report to Contractor any and all unauthorized disclosures or uses of Contractor's Confidential Information of which the Consortium becomes aware or has knowledge.

15.5 **Exceptions.**

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

15.6 **Compliance with California Public Records Act.**

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

15.7 **Subpoena.**

In the event that a subpoena or other legal process in any way concerning the Consortium's Confidential Information, or any third-party Confidential Information is served upon Contractor, then, to the extent permissible under applicable law or not otherwise prohibited by court order, Contractor agrees to notify the Consortium within twenty-four (24) hours following receipt of such subpoena or other legal process and to cooperate with the Consortium or any of its County members in any lawful effort to contest the legal validity of such subpoena or other legal process. In the event that a subpoena or other legal process in any way concerning

Contractor's Confidential Information is served upon the Consortium or any of its member Counties, then the Consortium or any of its member Counties, as applicable, agree to notify Contractor within three (3) business days following receipt of such subpoena or other legal process and to cooperate with Contractor in any lawful effort to contest the legal validity of such subpoena or other legal process.

15.8 Security of CalSAWS System and Other Confidential Information

15.8.1 Adherence to CalSAWS User Security and Acceptable Use Policy.

CalSAWS assets and information within the Contractor's control and use must be used in a secure, approved, ethical, and lawful manner and in accordance with the terms and conditions of CalSAWS User Security and Acceptable Use Policy. At all times, Contractor must adhere to this Policy and ensure that its Staff, as well as its Subcontractors and their Staff, adhere to this Policy.

15.8.2 Security Training.

Contractor's agents and employees, as well as all Subcontractor agents and employees will be required to undergo training regarding CalSAWS Security issues, protocols, and processes to be conducted by Consortium at a time and place, and at a level of frequency, to be established by Consortium.

15.8.3 Execution of CDSS/DHCS Medi-Cal Privacy and Security Agreements (PSAs)

The Consortium is party to Medi-Cal Privacy and Security Agreements with the California Department of Social Services (CDSS) and the California Department of Health Care Services (DHCS), which impose obligations on the Consortium to ensure the privacy and security of Social Security Administration (SSA) information, Medi-Cal Eligibility Data Systems (MEDS) information, Income and Eligibility Verification System (IEVS) information, and Medi-Cal Personally Identifiable Information (Medi-Cal PII). As part of these PSAs, Consortium is required to enter into agreements with all Contractors, Subcontractors, and their employees and agents, who have access to the information identified in this subparagraph that imposes on Contractors, Subcontractors, and their agents and employees, the same obligations to ensure the privacy and security of this information as required of Consortium. Accordingly, and as part of entering into this Agreement, Contractor will be required to enter into PSAs with Consortium and must require any of its Subcontractors to similarly enter into such PSAs, which are incorporated herein by reference. CONSORTIUM will make reasonable efforts to promptly notify CONTRACTOR of any updates to the PSAs and CONTRACTOR shall thereafter comply with such information.

15.9 Survival.

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

16. 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, 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;

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 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 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.

17. 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 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 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.

17.2 Disputes Between Contractor and Consortium.

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

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 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.

18. TERMINATION.

18.1 Termination for Material Breach.

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

18.2 Termination for Rejection of BenefitsCal Deliverables.

If Contractor delivers a BenefitsCal 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.

18.3 Termination for Consortium's Nonpayment.

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

18.4 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 BenefitsCal 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 have been awarded to Consortium by a court of competent jurisdiction.

18.5 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 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.

18.6 Termination for Withdrawal of Authority.

In the event that the authority of the Consortium to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Agreement and prior to normal completion, the Consortium may terminate this Agreement under Section 18.5 (Termination for Convenience).

18.7 Termination for Non-Allocation of Funds.

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

18.8 Termination for Conflict of Interest.

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

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.

18.9 **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 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 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.

18.9.5 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.

19. GENERAL TERMS AND CONDITIONS.

19.1 Americans With Disabilities Act.

This Act (28 CFR Part 35, Title II, Subtitle A) prohibits discrimination on the basis of disability in all Services, programs and activities provided to the public by State and local governments, except public transportation Services. Contractor shall also comply with all applicable provisions of Title I (Employment) of the Americans with Disabilities Act. Contractor shall not discriminate on the basis of disability in connection with the Services, programs, and activities performed and provided under the Agreement. In addition, Contractor is not required to provide special needs equipment at further cost to the Consortium or any of its employees

19.2 Antitrust Violations.

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

19.3 Artificial Intelligence.

With respect to the use of any Artificial Intelligence (AI) (which, for purposes of this Agreement, shall have the same meaning as set forth in 15 U.S.C. § 9401(3)), Contractor shall follow the guiding principles for the safe and secure use of AI as set forth in Section 22, of the Department of General Services Procurement Division, INFORMATION TECHNOLOGY - GENERAL PROVISIONS CLOUD - COMPUTING SERVICES, DGS PD 402-ITGP (Cloud) (Rev. 02/20/2025) , which is incorporated herein by reference.

During the term of this Agreement, Contractor must notify the Consortium in writing if their Services or any Work under this Agreement includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors.

At the direction of the Consortium, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or performance under this Agreement, until use of such GenAI technology has been approved by the Consortium.

Failure to disclose GenAI use to the Consortium may be considered a breach of this Agreement under Section 18.1 entitling Consortium to seek all remedies available under this Agreement.

In addition to other disclosures of GenAI use that Contractor has or may make, Contractor may seek consent from the Consortium to utilize tools and applications such as RPA, AI, cloud, cyber, immersive, and other similar tools and applications as available. These tools and applications may be utilized for their innovation, efficiency, and ability to enhance Contractor's solutions. No such tools shall be used or applied to the CalSAWS System prior to the approval of the Consortium's Executive Director or his or her designee.

19.4 **Assignment.**

Except as to a party that purchases all, or substantially all, of Contractor's assets, Contractor may not assign or transfer this Agreement or any of its rights hereunder, or delegate any of its duties hereunder, without the prior written consent of the Consortium's Executive Director. 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.

19.5 **Authority.**

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

19.6 **Binding Effect.**

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

19.7 Business Registration.

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

19.8 Claims.

Contractor must submit claims against the Consortium within the earlier of one (1) year of the date upon which Contractor knew of the existence of the claim or one (1) year from expiration or termination of the Agreement. No claims shall be allowed unless Notice of such claim has been given within the above described time period. Such claims must be submitted to the Consortium's Executive Director or his or her designee by Contractor in the form and with the certification prescribed by the Consortium's Executive Director or his or her designee. Upon failure of Contractor to submit its claim within the time allowed, all rights to seek amounts due on account of such claims shall be waived and forever barred. Notwithstanding the foregoing or anything to the contrary in this Agreement, and only to the extent not prohibited by applicable federal or state law, in the event Consortium brings a legal action against Contractor, Contractor's right to assert counterclaims against the Consortium shall not be deemed waived or barred by this Section 19.7.

19.9 Non-Discrimination Statement.

19.9.1 In accordance with federal civil rights laws and U.S. Department of Agriculture (USDA) civil rights regulations and policies, entities participating in, or administering, USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

19.9.2 In the event of Contractor's noncompliance or refusal to comply with any applicable civil rights or nondiscrimination law, regulation or policy, this Agreement may be rescinded, canceled or terminated in whole or in part under Section 16.1 (Termination for Material Breach), and Contractor may be declared ineligible for further contracts with the Consortium. Contractor shall be given a reasonable time in which to cure noncompliance. In addition to the cancellation of this Agreement, Contractor may be subject to penalties under federal and State law.

19.9.3 In addition to the above, Contractor, its agents, officers, employees and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment as defined in the California Fair Employment and Housing Act (Government Code Section 12900, et seq.) and the applicable regulations promulgated thereunder in the California Code of Regulations (Title 2, Section 11000, et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, CDSS Manual of Policies and Procedures, Division 21, and Welfare and Institutions Code, Section

10000 are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor further agrees to abide by the nondiscrimination policies of the member Counties in the Consortium. Contractor and its Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements.

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

19.10 Compliance With Health and Safety and Related Laws.

Contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the fullest extent applicable. Contractor shall comply with all applicable local safety and health clearances, including fire clearances, for each site where Services are provided under the terms of this Agreement. Contractor will comply with all applicable health laws and regulations, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services, 42 C.F.R. Part 2, and other applicable laws.

19.11 Darfur Contracting Act Certification.

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

19.12 Cooperation of Parties.

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

19.13 Copeland Anti-Kickback Act.

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

19.14 Covenant Against Contingent Fees.

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

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

19.15 Debarment and Suspension.

19.15.1 As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110, as well as by 29 CFR Part 98, Appendix A, by signing and submitting this Agreement, Contractor certifies that it and its principals; (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; (b) have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in Section 16.15.1(b); and (d) have not within a three-year period preceding the Effective Date had one or more public transactions (federal, state, or local) terminated for cause or default. Contractor certifies that it will not contract with a subcontractor that is debarred or suspended. Contractor further agrees that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions," without modification in all lower tier transactions and in all solicitations for lower tier covered transactions.

19.16 Domestic Partners.

Contractor certifies that it is in compliance with Public Contract Code Section 10295.3 with regard to benefits for domestic partners. For contracts executed or amended after July 1, 2004, Contractor may elect to offer domestic partner benefits to Contractor's employees in accordance with Public Contract Code Section 10295.3. However, Contractor cannot require an employee to cover the costs of providing any benefits, which have otherwise been provided to all employees regardless of marital or domestic status.

19.17 **Drug Free Workplace Certification.**

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

19.17.1.1 The unlawful manufacture, distribution dispensation, possession or use of a controlled substance is prohibited in the workplace.

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

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

19.17.1.4 Although alcohol is not a controlled substance, it is nonetheless a drug. It is the policy of the California WIC Program that abuse of this drug will also not be tolerated in the workplace.

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

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

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

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

- (1) The dangers of drug abuse in the workplace;
- (2) Contractor's policy of maintaining a drug free workplace;
- (3) Any available counseling, rehabilitation, and employee assistance programs; and

- (4) Penalties that may be imposed upon employees for drug abuse violations.

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

19.17.2.4

- (1) Will receive a copy of the Contractor's drug free policy statement; and
- (2) Will agree to abide by the terms of the Contractor's statement as a term of condition of employment on the Agreement.
- (3) Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future agreements by the Counties if the Counties determine that any of the following has occurred:
 - (4) Contractor has made false certification; or
 - (5) Violates the certification by failing to carry out the requirements as noted above.

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

19.17.3.1 The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the workplace;

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

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

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

19.18 Entire Agreement; Acknowledgment of Understanding.

The Consortium and Contractor acknowledge that they have read the Agreement, the attached Exhibits which are incorporated herein by this reference, and other documents incorporated into the Agreement by reference, understand them and agree to be bound by their terms and conditions. Further, the Counties and Contractor agree that the Agreement (including the Exhibits and documents incorporated into the Agreement by reference) are the complete and exclusive statement of the Agreement between the parties relating to the subject matter of

the Agreement and supersede all letters of intent or prior contracts or prior representations, oral or written, between the parties relating to the subject matter of the Agreement.

19.19 Environmental Protection Standards.

19.19.1 General.

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

19.19.2 The Clean Air Act, Section 306.

19.19.2.1 No federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and Services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.

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

19.19.2.3 In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

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

19.19.2.5 The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606].

19.19.2.6 The Consortium may extend this prohibition to other facilities owned or operated by Contractor.

19.19.3 The Clean Water Act.

19.19.3.1 No federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and Services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.

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

19.19.3.3 In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than one hundred eighty (180) days after the enactment of this Act, cause to be issued an order:

(1) Requiring each agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and

(2) Setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

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

(4) The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.

(5) No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section. (2) In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).

19.20 **Fair Labor Standards Act.**

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

19.21 **Force Majeure.**

Neither Contractor nor the Consortium shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except third parties do not include Subcontractors, suppliers or vendors of Contractor, e.g., telecommunications Services vendors for the Network, or subcontractors, suppliers or vendors of the Counties), except to the extent such third party entities experience an event beyond its reasonable control and without the fault or negligence of such entity. In the event Contractor is delayed in its performance under this Agreement through any act or omission of Consortium or its vendors, Consortium and Contractor shall meet and confer in good faith to negotiate reasonable schedule and price adjustments.

19.22 **Governing Laws.**

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

19.23 **Headings.**

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

19.24 **Licensing.**

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

19.25 **Litigation.**

19.25.1 **Notice of Litigation.**

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

19.25.2 **Costs.**

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

19.26 **Lobbying Restrictions.**

19.26.1 **Federal Restrictions.**

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

19.26.2 **State and County Restrictions.**

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

19.26.3 **Certification Regarding Lobbying.**

For Agreements with contractors who are state entities not under the authority of the Governor, or cities, private firms or agencies which are receiving in excess of \$100,000 in federal funds from the State to perform Services, the Contractor agrees to sign and submit to the State the 'Certification Regarding Lobbying' form. (Section 1352, Title 31 of the U.S. Code).

19.26.4 Contractor acknowledges that the Anti-Lobbying Act prohibits the recipients of federal contracts, grants, and loans from using appropriated funds for lobbying the Executive or Legislative Branches of the federal government in

connection with a specific contract, grant, or loan. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82, Contractor certifies that:

19.26.4.1 No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension(s), continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;

19.26.4.2 If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, Contractor shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; and

19.26.4.3 Contractor shall require that the language of this certification in Section 19.26.3 and 19.26.4 be included in the award documents for all sub-awards at all (including but not limited to sub-grants, contracts under grants and cooperative agreements, and Subcontractor subcontracts) and that all Subcontractors shall certify and disclose accordingly.

19.27 Modifications and Amendments

19.27.1 No modification, amendment, alteration, addition or waiver of any Section or condition of this Agreement shall be effective or binding unless it is in writing and signed by an authorized representative of Contractor and the Consortium Executive Director or designee if there is not an increase or decrease to the Total Maximum Contract Sum. If there is an increase or decrease to the Maximum Amount, then the Consortium Executive Director or designee must obtain approval from the Consortium Board of Directors before any such increase or decrease is effective. In no event will Contractor be required to perform Services above the Total Maximum Contract Sum if approval has not been received.

19.27.2 Only the Consortium Executive Director or authorized designee shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement on behalf of the Consortium. Furthermore, unless otherwise provided herein, any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding until made in writing and signed by an authorized representative of Contractor and the Consortium Executive Director or designee if there is not an increase or decrease to the Total Maximum Contract Sum. If there is an increase or decrease to the Total Maximum Contract Sum, then the Consortium Executive Director or designee must obtain approval from the

Consortium's Board of Directors before any such increase or decrease is effective.

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

19.28 **Non-Waiver.**

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

19.29 **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
Gold River, CA 95670
erdkampj@calsaws.org

Contractor:
Accenture LLP
Lisa Salas
1610 R Street
Sacramento, CA 95811
Lisa.a.salas@accenture.com

500 W. Madison
Chicago, IL 60661
Attention: Health and Public Services Legal Lead

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

19.30 **Pro Children Act of 1994.**

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

19.31 **Publicity.**

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

19.32 **Recycling.**

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

19.33 **Remedies.**

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

19.34 **Severability.**

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

19.35 **Sovereign Immunity.**

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

19.36 **State Energy Conservation Plan.**

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

19.37 **Survival.**

All Services performed and Deliverables provided pursuant to the authority of this Agreement are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive. In addition, those terms specified in this Agreement as surviving the termination of it, shall remain in full force and effect as expressly stated in the applicable sections.

19.38 **Waiver.**

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

19.39 **Counterparts.**

This Agreement may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Agreement signed by the parties for all purposes.

20. OFFSHORE WORK; SECURITY ACCESS AND TECHNOLOGY REQUIREMENTS.

20.1 **Introduction.**

This Section 20 sets forth, the security, access and technology requirements for the performance of Work under the Agreement as conducted by Contractor or its Subcontractors outside the United States (referred to in this Section as "Offshore Work"). By this Section 20, Consortium agrees and acknowledges that the Work expressly designated may be performed offshore at Contractor's offshore facilities. All Work will be conducted in accordance with all data privacy and security requirements included in the Agreement, including but not limited to, the requirement that all Work performed offshore must take place within a secure bay dedicated to the Work ("Secure Bay").

20.2 **Definitions.**

Terms not otherwise specifically defined in this Section 20 shall have the same meaning as used elsewhere in this Agreement.

20.2.1 Personally Identifiable Information ("PII"). PII is information that can be used alone or with other information to identify, contact, or locate a single person, or to identify them in context. It includes: (1) A first and last name; (2) A

home or other physical address, including street name and name of a city or town; (3) An e-mail address; (4) A telephone number; (5) A social security number; and (6) any other identifier that permits the physical or online contacting of a specific individual. PII also includes information defined as Personal Information in California Civil Code section 1798.3 and section 1798.29(g)-(h).

20.2.2 Protected Health Information (“PHI”): PHI is, as defined by 45 C.F.R. section 160.103, information transmitted or maintained by a covered entity or its business associates in any form or medium. It includes an individual’s past, present, or future physical or mental health or condition, the provision of health care to the individual, or the past, present, or future payment for the provision of health care to the individual, and that identifies the individual or for which there is a reasonable basis to believe can be used to identify the individual.

20.2.3 Production Data: The term “Production Data” includes all data falling within the definition of “Program Data,” which is defined as all federal, state, county, and/or other data and information: (i) which is stored online, stored off-line, or computed, and used or accessed by Contractor for providing services under this Agreement and all backups of such data and information, and/or placed into, used within, or resulting from the use of, the CalSAWS Software and all backups of such data and information and (ii) which is not System Data. The term “Production Data” also includes any data containing PII or PHI and also includes any and all case data.

20.3 Additional Terms.

In addition to all of the obligations applicable to Contractor under this Agreement, Contractor will provide the following additional controls with respect to all Offshore Work. The details regarding these additional controls will be set forth in the BenefitsCal PCD, which is incorporated herein by reference.

20.3.1 Secure Bay Requirements.

Contractor will handle or access Production Data in performing all Offshore Work within a Secured Bay environment, which will adhere to the following requirements:

20.3.1.1 The Secure Bay will be a physically segregated space that is clearly demarked from other common areas by walls and doors capable of supporting both magnetic and key locks.

20.3.1.2 Access to the Secure Bay must be controlled and audited via electronic badge system. Individuals may not share badges.

20.3.1.3 Only Contractor’s staff required for performing Work for Consortium, and other supporting activities (IT Admin., etc.) will be allowed to access the Secure Bay.

20.3.1.4 Security guards must be posted at all entrances of each facility that houses a Secure Bay.

20.3.1.5 Contractor will not authorize copying of any data from the Windows Virtual Desktop Instances (VDIs) to a local computer via copy/paste, screen capture, camera picture, or otherwise under any circumstance.

20.3.1.6 All devices such as mobile phones, USB storage devices, other external storage devices, and any other media recording devices will be prohibited. Any exceptions must be explicitly approved by the Consortium Executive Director.

20.3.1.7 All computers in the Secure Bay must be locked down to not allow the use of any external ports and devices including, but not limited to, USB ports, serial ports, and CD/DVD Drives, except when required to deliver the Work (e.g., monitor, keyboard, mouse, network connectivity).

20.3.1.8 The use of paper, pens, pencils and printed material may be allowed in the Secure Bay, however, no Consortium documents or printed materials may be taken out of the Secure Bay by Contractor staff under any circumstance. Paper must be shredded before discarding. Print capabilities will be restricted to supervisors or other senior management.

20.3.2 Virus Protection.

20.3.2.1 Contractor's workstations in the Secure Bay will have Symantec Antivirus, IDS Proventia, and PointSec Encryption or substantially similar protections.

20.3.2.2 Contractor will update, operate, and maintain such virus protection and malware prevention software.

20.3.3 Workstations.

20.3.3.1 Contractor personnel will use the standard Consortium workstation image build with access to Consortium's environment.

20.3.3.2 Contractor will limit administrative rights to workstations.

20.3.3.3 The workstation environment will meet agreed-upon security requirements (e.g. desktop encryption; updated anti-virus definitions; patch management processes).

20.3.3.4 Contractor will centrally manage operating software patching of workstations. Security patches released by Microsoft will be pushed to workstations and monitored.

20.3.4 Security.

20.3.4.1 Contractor personnel located in the Secure Bay will (i) undergo annual information security compliance training, HIPAA awareness sessions, and Consortium data protection training in order to protect (i) Production Data as defined in Section 20.2.3 above and (ii) Program Data

and System Data as defined in this Agreement, from unauthorized use, disclosure or access; and (ii) document attendance at, or completion of, same.

20.3.4.2 Consortium supplied access such as security certificates will be periodically reconciled and inventoried.

20.3.5 Reporting and Access.

20.3.5.1 Contractor's information security unit will enforce and monitor the Secure Bay and report upon its compliance with the controls to the project team.

20.3.5.2 Contractor will provide reasonable access to its remote/offshore facilities and equipment, and make its books and other records pertaining to the Work, available to Consortium to inspect, evaluate, and audit books and other records pertaining to any aspect of the Work being performed in Contractor's remote/offshore facilities.

20.3.5.3 Contractor shall provide the Consortium with rights of access to materials, facilities and persons that the Consortium may reasonably request in order to monitor on an on-going basis Contractor's compliance with the requirements described and referenced in this Section 20.

20.4 Permissible Work in Offshore Facilities.

20.4.1 Subject to the limitations set forth either in this Section 20, or any limitations otherwise imposed in any other Section of the Agreement, Contractor is authorized to perform up to forty percent (40%) of the Work required of Contractor under this Agreement within the Secure Bays at any of the Contractor's offshore or remote locations.

20.4.2 Contractor must first mask or otherwise obfuscate any Data that is accessible from the Secure Bays at any of Contractor's offshore locations.

20.4.3 Contractor must comply with, implement, adhere to, and align with all applicable State, Federal, and Consortium standards, regulations, guidelines and requirements in place as of the Effective Date of this Agreement and as may be updated, revised, or amended thereafter. These include, but are not limited to, Social Security Administration (Technical System Security Requirements), NIST, ADA, and California SIMM/SAM) requirements.

20.4.4 The Parties may, at any time, mutually agree in writing to expand the (a) scope of Work performed or (b) data accessed offshore in Contractor's offshore locations.

20.5 Background Checks of Staff Working in Offshore Facilities.

For all Staff working in Offshore Facilities, Contractor shall conduct a thorough background check of each proposed Staff, to the extent permitted by applicable local law, and shall, upon request, provide written confirmation of that background check having been performed to the

Consortium prior to onboarding them. The background check conducted by the Contractor shall include, but not be limited to Identity Verification; Criminal background checks (check of all relevant court records for a seven (7) year period; Education Confirmation (confirm all university level education); Employment Confirmation (confirm all professional employment in the last seven (7) years); searches of various government and criminal sanctions lists, including India specific and global databases; confirmation of all professional licenses.

[SIGNATURE PAGE FOLLOWS]

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

CalSAWS Consortium

Accenture LLP

By:
Printed Name: Michael Sylvester
Title: Consortium Chair
Date:

By:
Printed Name:
Title: Managing Director
Date:

By:
Printed Name: Julia Erdkamp
Title: CalSAWS Executive Director
Date:

By:
Printed Name: Kronick Moskowitz Tiedemann
& Girard
Title: Consortium Legal Counsel
Date: