

EXHIBIT C
(Standard Agreement)

GENERAL TERMS AND CONDITIONS

A. Definitions

1. “May” means an action that is discretionary, optional, or permissive.
2. “Must” means the same as “shall” and indicates a mandatory obligation or conduct; not optional, permissive, nor discretionary.
3. “Shall” means the same as “must” and indicates a mandatory obligation or conduct; not optional, permissive, nor discretionary.
4. “Should” means a strongly recommended or expected course of action unless inappropriate for a circumstance; not mandatory.
5. “Will” means a required future action or result.

B. Approval

This Agreement is of no force or effect until signed by both parties.

C. Assignment

This Agreement is not assignable by the Contractor, either in whole or in part, without the consent of Covered California in the form of a formal written amendment.

D. Audit

Contractor agrees that the awarding department (“Covered California”), the California State Auditor, Health and Human Services, or their designated representatives, shall have the right to review and to copy any records and supporting documentation directly pertaining to the performance of this Agreement. Contractor agrees to maintain such records for possible audit for a minimum of ten years after final payment, unless a longer period of records retention is stipulated. Contractor agrees to allow the auditor(s) access to such records during normal business hours and to allow interviews of any employees who might reasonably have information related to such records. Further, Contractor agrees to include the same right of Covered California to audit records and interview staff in any subcontract related to performance of this Agreement (45 C.F.R. sec. 155.1210, Gov. Code sec. 8546.7, Pub. Contract Code sec. 10115 et seq., Cal. Code Regs, Title 2, sec. 1896).

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E. Indemnification

1. Contractor agrees to indemnify, defend and save harmless Covered California, its officers, trustees, agents and employees from any and all claims, losses, costs, liabilities, damages or deficiencies, including interest, penalties and attorneys' fees, which:
 - a) Arise out of or are due to, or are alleged to arise out of or be due to, a breach by the Contractor of any of its representations, warranties, covenants or other obligations, implied or express, contained in this Agreement, or
 - b) Are caused by or result from, or are alleged to arise out of or result from, the Contractor's acts or omissions constituting bad faith, willful misfeasance, negligence or reckless disregard of its duties under this Agreement, or
 - c) Accrue or result, or are alleged to accrue or result, to any and all contractors, subcontractors, suppliers, laborers, and any other person, firm or corporation furnishing or supplying work, services, materials, or supplies in connection with the performance of this Agreement, and from any and all claims and losses accruing or resulting to any person, firm or corporation who may be injured or damaged by Contractor in the performance of this Agreement, or
 - d) Arise out of or are due to, or are alleged to arise out of or be due to, any claim or allegation of infringement, misappropriation or violation of any patent, copyright, trademark, trade secret, domain name or other intellectual property right comprising or involving any of the subject inventions, prior inventions or other inventions provided in any way by Contractor and used, reproduced or otherwise exploited by Covered California in connection with any of the Agreement programs or any turnover thereof; or
 - e) Arise out of or are due to, or are alleged to arise out of or be due to, any violation of applicable security or privacy laws, or any other applicable laws, by Contractor or any subcontractor or agent under Contractor's control.
2. If and to the extent that the Contractor has knowledge of a claim that it believes may develop into an action that would be subject to this Agreement, the Contractor shall promptly notify Covered California of the claim.
3. **Right to Tender or Undertake Defense:** If Covered California is named a party in any judicial, administrative, or other proceeding arising out of or in

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connection with a breach of this Agreement or a matter for which the Contractor is obligated to indemnify Covered California under this Agreement, then Covered California will have the option at any time to either (i) tender its defense to Contractor, in which case Contractor will provide qualified attorneys, consultants, and other appropriate professionals to represent Covered California's interests at Contractor's expense, or (ii) undertake its own defense, choosing the attorneys, consultants, and other appropriate professionals to represent its interests, in which case Contractor will be responsible for and shall pay reasonable fees and expenses of such attorneys, consultants, and other appropriate professionals. If Covered California elects option (ii), above, the Contractor shall be afforded a reasonable opportunity to participate in the defense and attend the legal proceedings at its own expense. However, Covered California shall have sole control of the defense.

4. **Right to Control Resolution:** Notwithstanding that Covered California may have tendered its defense to the Contractor, neither party shall settle, compromise or resolve any claims, causes of action, liabilities or damages against Covered California without the consent of the other party, which consent shall not be unreasonably withheld. Any such resolution will not relieve the Contractor of its obligation to indemnify Covered California.

F. Disputes

1. Disputes shall be administered in accordance with the procedures outlined in this section. During any dispute, Contractor will continue with the responsibilities under this Agreement, unless directed otherwise by Covered California in writing. Contractor cannot dispute Covered California's decision to terminate this Agreement without cause.
2. Disputes must follow the following procedures:
 - a) The parties shall deal in good faith and attempt to resolve disputes informally. If the dispute cannot be resolved informally, Contractor shall submit a written dispute notice to Covered California's Project Representative within 15 calendar days after the date of the action causing the dispute or following the failure of informal resolution. The written dispute notice shall contain the following information:
 - i. The decision or issue or actions under dispute;
 - ii. The reason(s) Contractor believes the decision or position taken by Covered California is in error (if applicable, reference pertinent contract provisions);

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- iii. Identification of all documents and substance of all oral communication which support Contractor's position; and
 - iv. The dollar amount in dispute, if applicable.
- b) Within 15 calendar days after receipt of the dispute notice, Covered California Project Representative shall issue a written decision regarding the dispute. The written decision shall respond to all relevant points in the dispute notice and include the following information:
- i. A description of the dispute;
 - ii. A reference to pertinent contract provisions, if applicable;
 - iii. A statement of the factual areas of agreement or disagreement; and
 - iv. A statement of the representative's decision with supporting rationale.
- c) If the Contractor is not satisfied with the decision of Covered California Project Representative, the Contractor may, within 15 calendar days of the date of Covered California Project Representative's decision, submit a written appeal to Covered California Executive Director. The Executive Director, or his/her designee shall issue a final decision on the dispute within 30 calendar days after the date of receipt of the Contractor's written appeal. If the Executive Director, or his/her designee fails to render a final decision within 30 calendar days after receipt of Contractor's written appeal, it shall be deemed a final decision adverse to the Contractor's contentions. The Executive Director's, or his/her designee's final decision shall be conclusive and binding regarding the dispute unless Contractor commences an action in a court of competent jurisdiction to contest such decision within 30 calendar days following the date of the final decision.
- d) Pending the final resolution of any dispute arising under, related to, or involving this Contract, Contractor agrees to diligently proceed with the performance of this Agreement, including the delivery of goods or providing of services in accordance with Covered California's instructions. Contractor's failure to diligently proceed in accordance with Covered California's instructions shall be considered a material breach of this Agreement.

G. Termination for Cause

Covered California may terminate this Agreement and be relieved of any payments should the Contractor fail to perform the requirements of this Agreement at the time and in the manner herein provided, unless otherwise

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agreed to by Covered California in writing. Such right of termination shall be without prejudice to any other remedies available to Covered California. Upon receipt of any notice terminating this Agreement, the Contractor shall immediately discontinue all activities affected, unless the notice directs otherwise, and Covered California may proceed with the work in any manner deemed proper by Covered California. In such event, Covered California shall pay the Contractor only the reasonable value of the services rendered, and all costs to Covered California shall be deducted from any sum due the Contractor. Covered California may, at its sole discretion, offer an opportunity to cure any breach prior to terminating for default.

H. Executive Order N-6-22 – Russia Sanctions

On March 4, 2022, Governor Gavin Newsom issued Executive Order N-6-22 (the EO) regarding Economic Sanctions against Russia and Russian entities and individuals. "Economic Sanctions" refers to sanctions imposed by the U.S. government in response to Russia's actions in Ukraine, as well as any sanctions imposed under state law. The EO directs state agencies to terminate contracts with, and to refrain from entering any new contracts with, individuals or entities that are determined to be a target of Economic Sanctions. Accordingly, should Covered California determine Contractor is a target of Economic Sanctions or is conducting prohibited transactions with sanctioned individuals or entities, that shall be grounds for termination of this agreement. Covered California shall provide Contractor advance written notice of such termination, allowing Contractor at least 30 calendar days to provide a written response. Termination shall be at the sole discretion of Covered California.

I. Termination without Cause

This Agreement may be terminated without cause by Covered California upon 30 calendar days' written notice to the Contractor.

J. Termination for Late Commencement of Performance

Notwithstanding any other provision of this Agreement, if Contractor fails to commence performance by the date set forth in this Agreement, unless a later date is mutually agreed upon, Covered California, in its sole discretion, may terminate the Agreement upon five (5) days written notice to the Contractor.

In the event that Covered California exercises its termination right under this section due to Contractor's failure to perform, Covered California may procure supplies or services similar to those so terminated. Should that occur, Contractor shall be liable to Covered California for any excess costs for such similar

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supplies or services, subject to any limitations in law or set forth in this Agreement.

K. Independent Contractor

Contractor, and the agents and employees of Contractor, in the performance of this Agreement, shall act in an independent capacity and not as officers or employees or agents of Covered California except for purposes of Civil Code section 1798.24.

L. Recycling Certification

The Contractor shall certify in writing under penalty of perjury the minimum, if not exact, percentage of recycled content, both post-consumer waste and secondary waste, as defined in the Public Contract Code section 12200, in materials, goods, or supplies offered or products used in the performance of this Agreement, regardless of whether the product meets the required recycled product percentage as defined in the Public Contract Code section 12209. Contractor may certify that the product contains zero recycled content.

M. Non-discrimination Clause

During the performance of this Agreement, Contractor and its subcontractors, as well as their agents and employees, shall not unlawfully discriminate, harass, retaliate, or allow discrimination, harassment, or retaliation against any employee or applicant for employment because of sex, sexual orientation, race, color, ancestry, religious creed, national origin, physical disability, mental disability, medical condition, age, marital status, genetic information, gender, gender identity, gender expression, military or veteran status, and use of family and medical care leave pursuant to State or federal law. Contractor and subcontractors, as well as their agents and employees, shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination, harassment, and retaliation. The Contractor and subcontractors, as well as their agents and employees, shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code sec. 12900 et seq.) and the applicable regulations promulgated thereunder (Title 2, Cal. Code of Regs. sec. 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990, set forth in Chapter 5 of Division 4.1 of Title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part hereof as if set forth in full. 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 agreement.

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Contractor shall include the nondiscrimination and compliance provisions of this clause in all subcontracts to perform work under the Agreement.

Contractor and subcontractors must provide prompt notice to Covered California's Equal Employment Opportunity (EEO) Office of any allegations it becomes aware of regarding workplace discriminatory, harassing, or retaliatory conduct involving a Covered California employee, applicant, unpaid intern, visitor, or volunteer. Covered California's EEO Office's contact information is as follows:

Email: EEO@covered.ca.gov

Fax: (916) 228-8909

To the extent that this Agreement falls within the scope of Government Code Section 11135, Contractor hereby agrees to respond to and resolve any complaint brought to its attention regarding accessibility of its products or services.

N. Contractor Certification Clauses and California Civil Rights Law Certification

The Contractor Certification Clauses and California Civil Rights Law Certification (hereinafter referred to as the "Contractor Certification Form") are hereby incorporated by reference and made a part of this Agreement by this reference as if attached hereto. Covered California shall provide Contractor with the Contractor Certification Form and Contractor shall execute the Contractor Certification Form before commencing any work under this Agreement. Contractor certifies that it is in compliance and will remain in compliance with all clauses as set forth in the Contractor Certification Form.

O. Tax Delinquency

Contractor acknowledges that prior to executing any contract, Contractor will obtain written verification from the Franchise Tax Board (FTB) and the Board of Equalization (BOE) that Contractor is not identified as tax delinquent. Contractor also acknowledges that the continuation of this contract is contingent upon maintaining good standing with FTB and BOE. Should the tax status of Contractor change with respect to either of these state agencies, Contractor must notify the Covered California immediately.

P. Timeliness

Time is of the essence in this Agreement.

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Q. Compensation

The consideration to be paid Contractor, as provided herein, shall be in compensation for all of Contractor's expenses incurred in the performance hereof, including travel, per diem, and taxes, unless otherwise expressly so provided.

R. Governing Law

This Agreement shall be administered, construed, and enforced according to the laws of the State of California without regard to any conflict of law provisions to the extent such laws have not been preempted by applicable federal law. Any suit brought hereunder, including any action to compel arbitration or to enforce any award or judgment rendered thereby, shall be brought in the State or federal courts sitting in Sacramento, California, the parties hereby waiving any claim or defense that such forum is not convenient or proper. Each party agrees that any such court shall have in personam jurisdiction over it and consents to service of process in any manner authorized by California law.

S. Antitrust Claims

By signing this Agreement, the Contractor hereby certifies that if these services or goods are obtained by means of a competitive bid, the Contractor shall comply with the requirements of the Government Code sections set out below.

1. The Government Code chapter on antitrust claims contains the following definitions:
 - a) "Public purchase" means a purchase by means of competitive bids of goods, services, or materials by the State or any of its political subdivisions or public agencies on whose behalf the attorney general may bring an action pursuant to subdivision (c) of section 16750 of the Business and Professions Code.
 - b) "Public purchasing body" means the State or the subdivision or agency making a public purchase. (Gov. Code sec. 4550.)
2. In submitting a bid to a public purchasing body, the bidder offers and agrees that if the bid is accepted, it will assign to the purchasing body all rights, title, and interest in and to all causes of action it may have under section 4 of the Clayton Act (15 U.S.C. sec. 15) or under the Cartwright Act, Chapter 2 (commencing with sec. 16700) of Part 2 of Division 7 of the Bus. & Prof. Code), arising from purchases of goods, materials, or services by the bidder for sale to the purchasing body pursuant to the bid. Such assignment shall be

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made and become effective at the time the purchasing body tenders final payment to the bidder. (Gov. Code sec. 4552.)

3. If an awarding body or public purchasing body receives, either through judgment or settlement, a monetary recovery for a cause of action assigned under this chapter, the assignor shall be entitled to receive reimbursement for actual legal costs incurred and may, upon demand, recover from the public body any portion of the recovery, including treble damages, attributable to overcharges that were paid by the assignor but were not paid by the public body as part of the bid price, less the expenses incurred in obtaining that portion of the recovery. (Gov. Code sec. 4553.)
4. Upon demand in writing by the assignor, the assignee shall, within one (1) year from such demand, reassign the cause of action assigned under this part if the assignor has been or may have been injured by the violation of law for which the cause of action arose and (a) the assignee has not been injured thereby, or (b) the assignee declines to file a court action for the cause of action. (Gov. Code sec. 4554.)

T. Child Support Compliance Act

In accordance with the Child Support Compliance Act:

1. The Contractor acknowledges the importance of child and family support obligations and shall fully comply with all applicable State and federal laws relating to child and family support enforcement, including, but not limited to, disclosure of information and compliance with earnings assignment orders, as provided in Chapter 8 (commencing with sec. 5200) of Part 5 of Division 9 of the Family Code; and
2. The Contractor, to the best of its knowledge, is fully complying with the earnings assignment orders of all employees and is providing the names of all new employees to the New Hire Registry maintained by the California Employment Development Department.

U. Severability

If any provision in this Agreement is invalid or unenforceable in any jurisdiction, the other provisions herein shall remain in full force and effect in such jurisdiction and shall be liberally construed in order to effectuate the purpose and intent of this Agreement, and the invalidity or unenforceability of any provision in this Agreement in any jurisdiction shall not affect the validity or enforceability of any such provision in any other jurisdiction.

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V. Union Organizing

By signing this Agreement, Contractor hereby acknowledges the applicability of Government Code sections 16645 through 16649 to this Agreement and agrees to the following:

1. Contractor will not assist, promote or deter union organizing by employees performing work on a State service contract, including a public works contract.
2. No State funds received under this Agreement will be used to assist, promote, or deter union organizing.
3. Contractor will not, for any business conducted under this Agreement, use any State property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the State property is equally available to the general public for holding meetings.
4. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from State funds has been sought for these costs, and Contractor shall provide those records to the attorney general upon request.
5. Contractor will be liable to the State for the amount of any funds expended in violation of the requirements of government.

W. Domestic Partners

Notwithstanding any other provision of law, no State agency may enter into any contract for the acquisition of goods or services in the amount of \$100,000.00 or more with a contractor who, in the provision of benefits, discriminates between employees with spouses and employees with domestic partners, or discriminates between employees with spouses or domestic partners of a different sex and employees with spouses or domestic partners of the same sex, or discriminates between same-sex and different-sex domestic partners of employees or between same-sex and different-sex spouses of employees.

X. Legal Services Requirements

For all contracts that provide legal services:

1. The Contractor shall agree to adhere to legal cost and billing guidelines designated by Covered California.

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2. The Contractor shall adhere to litigation plans designated by Covered California.
3. The Contractor shall adhere to case phasing of activities designated by Covered California.
4. The Contractor shall submit and adhere to legal budgets as designated by Covered California.
5. The Contractor shall maintain legal malpractice insurance in an amount not less than the amount designated by Covered California.
6. The Contractor shall submit to legal bill audits and law firm audits if requested by Covered California. The audits may be conducted by employees or designees of Covered California or by any legal cost control providers retained by Covered California for that purpose.

Y. Minimum Pro-Bono Certification

For all contracts over \$50,000.00 that provide legal services, the Contractor agrees to make a good faith effort to provide a minimum number of hours of pro bono legal services during each year of the contract equal to the less of 30 multiplied by the number of full time attorneys in the firm's offices in the State, with the number of hours prorated on an actual day basis for any contract period of less than a full year or 10 percent of its contract with the State. Failure to make a good faith effort may be cause for non-renewal of a State contract for legal services, and may be taken into account when determining the award of future contracts with the State for legal services.

Z. Priority Hiring Considerations for Recipients of Aid

If this Agreement includes services in excess of \$200,000.00, the Contractor shall give priority consideration in filling vacancies in positions funded by the Agreement to qualified recipients of aid under Welfare and Institutions Code section 11200 in accordance with Public Contract Code section 10353. This requirement shall not interfere with or require a violation of a collective bargaining agreement, a federal affirmative action obligation for hiring disabled veterans of the Vietnam era, or nondiscrimination compliance laws of California, and does not require the employment of unqualified recipients of aid.

AA. Certification Regarding Lobbying

1. Applicable to grants, sub-grants, cooperative agreements, and contracts exceeding \$100,000.00 in federal funds.

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- a) 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 \$100,000.00 in federal funds from Covered California to perform services. By signing this Agreement, the Contractor certifies that to the best of his or her knowledge and belief that:
- i. No federal appropriated funds have been paid or will be paid by or on behalf of the undersigned 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 awarding of a federal contract, the making of a federal grant, the making of a federal loan, the entering into of a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a federal contract, grant, loan, or cooperative agreement.
 - ii. 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 agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 - iii. The Contractor shall require that the language of this certification be included in the award documents for all covered sub-awards exceeding \$100,000.00 in federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.
2. This certification is a prerequisite for making or entering into this transaction and is imposed by section 1352, Title 31, United States Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of no less than \$10,000.00 and not more than \$100,000.00 for each such failure.

AA. Computer Software Copyrights

Contractor certifies that it has appropriate systems and controls in place to ensure that State funds will not be used in the performance of this Agreement for the acquisition, operation, or maintenance of computer software in violation of copyright laws.

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BB. GenAI Disclosure and Conditions

1. During the term of the contract, Contractor must notify Covered California in writing if their services or any work under this contract includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors. Contractor shall immediately complete the Generative Artificial Intelligence Risk Assessment (HBEX 707) to notify Covered California of any new or previously unreported GenAI technology.
2. At the direction of Covered California, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or contract performance, until use of such GenAI technology has been approved by Covered California.
3. Failure to disclose GenAI use to the State and submit the Generative Artificial Intelligence Risk Assessment (HBEX 707) may be considered a breach of the contract by Covered California at its sole discretion and may consider such failure to disclose GenAI and/or failure to submit the Generative Artificial Intelligence Risk Assessment (HBEX 707) as grounds for the immediate termination of the contract. Covered California is entitled to seek any and all relief it may be entitled to as a result of such non-disclosure.
4. Covered California reserves the right to amend the contract, without additional cost, to incorporate GenAI Special Provisions into the contract at its sole discretion and/or or terminate any contract that presents an unacceptable level of risk to the State.

CC. Executive Compensation Reporting

To the extent applicable, pursuant to 2 Code of Federal Regulations Part 170, certain sub-recipients of federal awards that in the previous fiscal year received 80 percent or more of their annual gross revenues from federal procurement contracts and subcontracts and federal financial assistance subject to the Transparency Act, as defined at 2 Code of Federal Regulations section 170.320 (and sub-awards); and \$25,000,000.00 or more in annual gross revenues from federal procurement contracts (and subcontracts) and federal financial assistance subject to the Transparency Act (and sub-awards); and the public does not have access to information about the compensation of the executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. sec. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986, the sub-recipient must report the names and total compensation of each of the sub-recipient's five (5) most highly compensated executives for the sub-recipient's preceding completed fiscal year.

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DD. Subcontractors

Applicable to agreements in which the Contractor subcontracts out a portion of the work. Nothing contained in this Agreement or otherwise shall create any contractual relationship between Covered California and any subcontractors, and no subcontractor shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor agrees to be fully responsible to Covered California for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them as it is for the acts and omissions of persons directly employed by the Contractor. The Contractor's obligation to pay its subcontractors is an independent obligation from the obligation of Covered California to make payments to the Contractor. As a result, Covered California shall have no obligation to pay or to enforce the payment of any moneys to any subcontractor.

EE. Insurance Requirements

When Contractor submits a signed contract to Covered California, Contractor shall furnish to Covered California a certificate of insurance stating that there is:

1. General liability insurance presently in effect for the Contractor of not less than \$1,000,000.00 per occurrence for bodily injury and property damage liability combined.
2. Automobile liability, including non-owned auto liability, of not less than \$1,000,000.00 per occurrence for volunteers and paid employees providing services supported by this Agreement. The certificate of insurance will include provisions (a), (b), and (c), below, in their entirety:
 - a. That the insurer will not cancel the insured's coverage without 30 calendar days' prior written notice to Covered California.
 - b. That Covered California, its officers, agents, employees, and servants are included as additional insured, but only insofar as the operations under this Agreement are concerned.
 - c. That Covered California will not be responsible for any premiums or assessment on the policy; and
3. Professional Liability: the Contractor shall maintain Professional Liability covering any damages caused by a negligent error, act or omission with limits not less than \$1,000,000.00 per claim and \$1,000,000.00 policy aggregate. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work. Insurance must be maintained, and evidence of insurance must be provided for at least five (5) years after

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completion of the contract of work. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a Retroactive Date prior to the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of three (3) years after completion of work.

Contractor agrees that the general, automobile, and professional liability insurance herein provided for shall be in effect at all times during the term of this Agreement. In the event said insurance coverage expires at any time or times during the term of this Agreement, Contractor agrees to provide at least 30 calendar days' prior to said expiration date, a new certificate of insurance evidencing insurance coverage as provided for herein for not less than the remainder of the term of the Agreement, or for a period of not less than one (1) year. New certificates of insurance are subject to the approval of Covered California, and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event the Contractor fails to keep in effect at all times insurance coverage as herein provided, Covered California may, in addition to any other remedies it may have, terminate this Agreement upon occurrence of such event.

The Contractor shall require its subcontractors/vendors under this Agreement, other than units of local government which are similarly self-insured, to maintain adequate insurance coverage for general, automobile, and professional liability, including non-owned auto liability, and further, the Contractor shall require all of its subcontractors/vendors to hold the Contractor and Covered California harmless. The subcontractors'/vendors' certificate of insurance shall also have the Contractor, not the State, as the certificate holder. Covered California shall be listed as an additional insured on all subcontractors' or vendors' Certificates(s) of Insurance. The Contractor shall maintain certificates of insurance for all its subcontractors/vendors.

Covered California will not provide for nor compensate Contractor for any insurance premiums or costs for any type or amount of insurance.

By signing this Agreement, the Contractor hereby warrants that it carries workers' compensation insurance on all of its employees who will be engaged in the performance of this Agreement. If staff provided by the Contractor is defined as independent contractors, this clause does not apply.

FF. Intellectual Property Rights

1. All deliverables as defined in Exhibit A, Scope of Work, originated or prepared by the Contractor pursuant to this Agreement, including papers, reports, charts, and other documentation, but not including Contractor's administrative

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communications and records relating to this Agreement, shall, upon delivery and acceptance by Covered California, become the exclusive property of Covered California and may be copyrighted by Covered California.

2. All inventions, discoveries or improvements of the techniques or programs or materials developed pursuant to this Agreement shall be the property of Covered California.
3. This Agreement shall not preclude the Contractor from developing materials outside this Agreement which are competitive, irrespective of their similarity to materials which might be delivered to Covered California pursuant to this Agreement. All preexisting intellectual property, copyrights, trademarks and products shall be the sole property of the Contractor.

GG. Confidentiality

The Contractor agrees to protect the personal information of all Covered California consumers and employees by following applicable federal and State privacy and security requirements.

Contractor acknowledges that by contracting with Covered California, Contractor waives any reasonable expectation of privacy in the contract information, name, and signature provided herein.

All financial, statistical, personal, technical, and other data and information related to Covered California's operations that are not publicly available and that become available to Contractor shall be protected by Contractor during or after its relationship with Covered California from unauthorized use and disclosure. Contractor agrees that Contractor shall not use any confidential information for any purpose other than carrying out the provisions of the Agreement.

Confidential information includes, but is not limited to, all non-public information, including proprietary information, of Covered California including without limitation: the deliverables; trade secrets; know-how; concepts; methods; techniques; designs; drawings; specifications; computer programs, including Covered California's software; support materials; information regarding Covered California's business operations and plans; client, customer, or supplier lists; pricing information; marketing plans or information; or other records concerning Covered California's finances, contracts, services, or personnel.

At the conclusion of its relationship with Covered California, Contractor shall return any and all records or copies of records relating to Covered California, or its business, or its confidential information. Contractor shall take such steps as may be reasonably necessary to prevent disclosure of confidential information to others and shall not disclose confidential information to others without the prior

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written consent of Covered California. Contractor agrees that confidential information disclosed to it under the terms of this Agreement may be disclosed only to its employees or agents who have a need to know such confidential information.

This provision not to disclose confidential information will continue to apply after termination of this Agreement, and until such time as the confidential information becomes public knowledge through no fault of its own. Contractor will report to Covered California any and all unauthorized disclosures of confidential information. Contractor acknowledges that any publication or disclosure of confidential information to others may cause immediate and irreparable harm to Covered California, and if Contractor should publish or disclose confidential information to others, Covered California shall be entitled to injunctive relief or any other remedies to which it is entitled under law or equity without posting a bond.

HH. Resumes

Resumes of personnel the Contractor will use to provide services under this Agreement are included as **Exhibit C– Attachment 1**, and made a part herein by this reference. Contractor understands that the contents of any resume provided shall become public records.

II. Waiver of Breach

The waiver by Covered California of any breach by Contractor of any provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by Contractor.

JJ. Contractor Limitations

Contractor acknowledges that in governmental contracting even the appearance of a conflict of interest is harmful to the interest of the State. Thus, Contractor agrees to refrain from any practices, activities or relationships that could reasonably be considered to be in conflict with Contractor's fully performing his/her obligations to the State under the terms of this Agreement. Contractor shall inquire about and require disclosure by its staff and subcontractors of all activities that may create an appearance of conflict. In the event that Contractor is uncertain whether the appearance of a conflict of interest may reasonably exist, Contractor shall submit to Covered California Project Manager a full disclosure statement setting forth the relevant details of any activity which the Contractor reasonably believes may have the appearance of a conflict of interest for Covered California's consideration and direction. Failure to promptly submit a

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disclosure statement setting forth the relevant details for Covered California consideration and direction shall be grounds for termination of this Agreement.

KK. Statement of Economic Interests

1. The Contractor understands that the Contractor's key staff (defined for purposes of this Section as those individuals who fall within the definition of "consultant" pursuant to 2 CCR section 18700.3(a)) performing work under this Agreement may be designated by Covered California as required to file a Statement of Economic Interest (Form 700) with Covered California (Designated Filer). If, during the term of this agreement, any key staff are added to work on this Agreement, such staff who fall within the definition of consultant as specified above must file a Form 700 with Covered California.
2. The Contractor understands that the Contractor's key staff performing work under this Agreement may be required to file a Form 700 electronically with Covered California's electronic filing system as follows:
 - a) Within 30 days of receiving notification by email (Assuming Office Form 700);
 - b) Annually thereafter while remaining a consultant as defined in the regulations cited above upon receiving notification by email, but no later than the first Monday in April of each subsequent year (Annual Form 700); and
 - c) Within 30 days of ceasing to be such a consultant to Covered California (Leaving Office Form 700).

LL. Ethics Training

All Contractor's key staff who file a Form 700 pursuant to Section JJ must provide a copy of their current certificate of completion of the California Attorney General's Ethics Training Course for State Officials as follows:

1. At the same time that the Assuming Office Form 700 is due, as instructed by the notification emailed by Covered California's electronic system; and
2. At least once every two (2) calendar years thereafter during which he/she remains a consultant, as defined above, to Covered California.

MM. California Consumer Privacy Act (CCPA)

Contractor shall comply with the California Consumer Privacy Act of 2018 (California Civil Code section 1798.100, et al.) if it is subject to the CCPA.

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Contractor shall provide its consumers with all rights afforded by the CCPA and shall honor those rights whenever its consumers exercise them. Contractor shall also provide any notices to consumers when required. Failure to comply with the CCPA authorizes Covered California to terminate this Agreement for cause under Section G of this Exhibit.

NN. DVBE Subcontractor Requirements

1. Contractor understands and agrees that this Agreement is based in part on Contractor's commitment to use a Disabled Veteran Business Enterprise (DVBE) subcontractor(s). Per Section 999.5(e) of the Military and Veterans Code, a DVBE subcontractor may only be replaced by another DVBE subcontractor and must be approved by Covered California. Changes to the scope of work that impact the DVBE subcontractor(s) identified in Contractor's bid or offer and approved DVBE substitutions shall be documented by an amendment to this Agreement.
2. Failure of Contractor to seek substitution and adhere to the DVBE participation level of ____% shall be cause for contract termination, recovery of damages under rights and remedies due to Covered California, and penalties as outlined in Section 999.9 of the Military and Veterans Code.
3. For this Agreement, Contractor shall ensure DVBE participation. Upon termination of the Agreement, the Contractor must certify in writing all of the following:
 - a) The contract number and total amount the Contractor received under the Agreement.
 - b) The name and address of all DVBEs that participated in the performance of the Agreement.
 - c) The amount and percentage of work the Contractor committed to provide to one (1) or more DVBE(s) under the requirements of the Agreement and the amount each DVBE received from the Contractor.
 - d) That all payments under the Agreement have been made to the DVBE(s). Upon request by Covered California, the Contractor shall provide proof of payment for the work.
4. Contractor shall certify the above information by completing Form 810 P, which is located at the following internet site:
http://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/pd_810P.pdf

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5. A person or entity that knowingly provides false information will be subject to a civil penalty for each violation. (Military & Veterans Code Section § 999.5(d).)
6. Ten thousand dollars (\$10,000.00) shall be withheld from the final payment, or the full final payment if less than ten thousand dollars (\$10,000.00), until the Contractor complies with the certification requirements as outlined in this Section and Military & Veterans Code Section 999.5(d). Covered California shall provide written notice regarding Contractor's failure to perform the certification requirements. Contractor shall be given thirty (30) calendar days' notice to cure any defect. If, after thirty (30) calendar days from the date of notice, Contractor refuses to comply with the certification requirements, Covered California will permanently deduct ten thousand dollars (\$10,000.00) from the final payment, or permanently withhold the entire final payment if less than ten thousand dollars (\$10,000.00).

OO. Covered California Administrative Policies and Procedures

Contractor shall comply with all Covered California administrative policies and procedures applicable to contractors, including those within the Covered California Administrative Manual and any issued separately. These materials are accessible through Covered California's internal intranet site (<https://coveredca.sharepoint.com/sites/INT-BS-CCAM>), or electronic or hard copies upon request.

Covered California shall notify Contractor of any update to applicable Covered California policies and procedures.