

1. **Compliance with Terms and Conditions.** Goods or services furnished shall be exactly as specified in this PO free from all defects in design, workmanship, or materials. If goods or services are found defective or not as specified, then in addition to and not in lieu of TCRC's other remedies: (a) TCRC may reject them in whole or in part, require Vendor to correct them without charge, or require delivery of such goods or services at a reduction in price which is equitable under the circumstances; (b) if Vendor is unable or refuses to correct such items within a time deemed reasonable by TCRC, TCRC may, effective forthwith upon delivery of written notice of termination to Vendor, terminate the PO in whole or in part; (c) Vendor shall bear all costs incident to the rejection of goods or services in addition to any costs for which Vendor may become liable to TCRC under other provisions of this PO; and (d) Vendor shall reimburse TCRC for all transportation costs paid on rejected items and all advance payments made to Vendor for unaccepted goods or services. Notwithstanding final acceptance of payment by TCRC or anything to the contrary contained herein, Vendor shall be liable for any latent defects in design, workmanship or materials in any of the goods delivered or services performed under this PO.
2. **Changes.** TCRC may make changes within the scope of this PO in (a) drawings or specifications for specially manufactured supplies; (b) place of delivery; or (c) method of shipment or packing of order, by giving notice to Vendor and confirming such changes in writing. If any such changes affect cost to Vendor or the time required for performance of this PO, an equitable adjustment in the price or delivery charges or both shall be made. No changes, substitutions or modifications shall be made without prior written approval of TCRC. Unless waived by TCRC in writing, any claim of Vendor for an adjustment under this Paragraph 3 must be made in writing within thirty (30) days from the date of receipt by Vendor or written notification of such change, whichever is later. Nothing in Paragraph 3 shall excuse Vendor from filling any PO as changed. The provisions of this Agreement may be subject to change based on changes in the California State Budget and any changes in legislation.
3. **Regulatory and Programmatic Specifications.** This Agreement shall be governed by and construed in accordance with the laws of the State of California. All services shall be rendered in accordance with all relevant provisions of statute and Federal and State regulations, including but not limited to (i) Welfare and Institutions Code §4500 et seq., (ii) Title 17 California Code of Regulations Division 2, and (iii) the Fair Labor Standards Act set forth in 29 United States Code §200 et seq. All services provided pursuant to this Agreement shall be provided at a level not less than that stated in the Program Design.
4. **Payment, Extra Charges and Drafts.**
 - a. Vendor shall be paid, up to the maximum authorized amount, upon submission of acceptable invoices, for goods delivered or services rendered, and accepted. TCRC will not pay cartage, shipping, packing or boxing expenses, unless specified in this PO. Drafts will not be honored. Invoices must be accompanied by required documentation. TCRC shall not be responsible for any goods or services delivered without POs. Vendor shall not deliver invoices to any employees of TCRC. Invoices shall be submitted electronically to TCRC (or mailed if use of paper invoices is approved by TCRC).
 - b. TCRC has no obligation to pay or reimburse Vendor for any expenditure made or incurred by Vendor, or any of its agents or representatives, which are outside the scope of work described herein or in the Program Design. All payments to Vendor shall be dependent upon the authorization pursuant to Title 17 California Code of Regulations Section 50612. This agreement is subject to appropriation of funds by the California Legislature. If funds are not appropriated in any fiscal year into which this agreement extends, it is mutually agreed that this agreement shall be of no force and effect. In this event, TCRC or the State of California shall have no liability to pay any funds whatsoever to Vendor and Vendor shall not be obligated to perform authorized services.
 - c. TCRC will not have any responsibility and will not be obligated to make payments of any kind directly to any subcontractors or suppliers of Vendor under any circumstances unless Vendor receives TCRC's express written agreement to remit such payment prior to having the subcontractor provide the applicable service. TCRC agrees to reasonably consent to Vendor's engagement of subcontractors or suppliers in connection with the general operation of Vendor's business (e.g., payroll services) provided, however, Vendor is prohibited from subcontracting or assigning any portion of those services which Vendor provides directly to TCRC's individuals receiving support and their families as included in the approved Program Design.
 - d. Vendor shall submit to TCRC, on a monthly basis by the eighth day of each month during the term of this Agreement, an electronic invoice (or paper invoice if approved) for services rendered during the preceding monthly period, together with substantiating documentation as requested by TCRC. TCRC will pay Vendor only those authorized amounts which are within the scope of this Agreement, and which are properly reflected on each invoice, within thirty (30) business days from receipt of such invoice and all applicable supporting documentation.
 - e. TCRC shall adjust as necessary any payment made to Vendor that is not substantiated by supporting documentation or that is in excess of the amount authorized on a TCRC PO.
5. **Termination.**
 - a. **Upon Default.** TCRC may by written notice (effective upon the giving of such notice) terminate this PO in whole or in part for Vendor's default. Vendor shall be in default if Vendor (1) refuses or fails to comply with the provisions of this PO; (2) fails to make progress on its performance hereunder and/or endangers its performance hereunder and does not cure such failure or endangerment within a reasonable period of time; (3) fails to make deliveries of goods or perform services within the time specified herein or in any written extension thereof signed by TCRC; or (4) fails to comply with provisions of Title 17

