



***AMENDED, RESTATED AND REVISED LEADER
REPLACEMENT SYSTEM AGREEMENT***

***Exhibit X (CalSAWS Maintenance and Operations
Extension)***

***Schedule 1 (Statement of Work for CalSAWS
Maintenance and Operations (“M&O”) Project)***

***Attachment 1 – CalSAWS M&O Contractor
Assumptions***

**CalSAWS Consortium,
a California Joint Powers Authority**

1.1 Global Assumptions

1.1.1 Maintenance and Operations services for the 18 CalWIN Counties are based on the following assignments of Counties for each go-live wave for cutover to the CalSAWS System:

- CalSAWS Wave 3/CalWIN Wave 1: Placer, Yolo, and Contra Costa
- CalSAWS Wave 4/CalWIN Wave 2: Santa Clara and Tulare
- CalSAWS Wave 5/CalWIN Wave 3: Orange, Santa Barbara, and Ventura
- CalSAWS Wave 6/CalWIN Wave 4: San Diego, San Mateo, Santa Cruz, and Solano
- CalSAWS Wave 7/CalWIN Wave 5: Alameda, Fresno, and Sonoma
- CalSAWS Wave 8/CalWIN Wave 6: Sacramento, San Francisco, and San Luis Obispo

Any changes to the go-live schedule and groupings of Counties for each wave listed above will need to be assessed by CONTRACTOR and may require additional Production Operations charges. Any changes to the scope of Production Operations for the CalSAWS System would be added into this Schedule 1 with a future amendment pursuant to Section 5 of the CalSAWS Maintenance and Operations Extension.

1.1.2 The price for the CalSAWS M&O Project does not include any M&O services required for the C-IV System for the period of November 1, 2020 through September 30, 2021. Maintenance and Operations services (or “Maintenance and Operations Support Services” defined under the C-IV Agreement) required for the C-IV System include Application Maintenance services, Technical Infrastructure services, Production Operations, Hardware and Software, and Facilities. The price for the Work performed by the CONTRACTOR for the CalSAWS M&O Project is based on the assumption that the CONSORTIUM will execute an amendment to the C-IV Agreement to extend such Maintenance and Operations services for the C-IV System through September 30, 2021.

1.1.3 The price for the CalSAWS M&O Project does not include any scope associated with a Statewide portal or a related mobile application.

1.1.4 Assumption removed via Amendment 24.

1.1.5 The price for the CalSAWS M&O Project does not include any charges for services from Amazon Web Services (“AWS”) for the CalSAWS Cloud’s compute resources. The Consortium will be fully responsible for making such resources available for supporting the CalSAWS System’s Cloud-based architecture, including the procurement and payment for such services from AWS. As the CalSAWS System’s requirements for AWS Cloud computing resources may change through the term of the CalSAWS M&O Project, the Consortium should include additional amounts in its annual budget for the CalSAWS M&O Project (the Implementation Advance

Planning Document or “IAPDU”) to account for planned changes to the requirements for AWS Cloud computing resources.

- 1.1.6** As the Work for this SOW progresses, the CONTRACTOR may identify additional computes resources or services (including AWS services) that are required for CONTRACTOR to manage and operate environments in the AWS Cloud. In the event that the CONTRACTOR identifies additional compute resources or services that are required for security, and/or manage and operate environments in the AWS Cloud, CONTRACTOR will discuss with the CONSORTIUM of such compute resources. The CONSORTIUM is responsible for making such resources available to the CONTRACTOR to support the delivery of the CalSAWS M&O Project, including the procurement and funding of those resources.
- 1.1.7** AWS, the California Department of Technology (“CDT”), and JHC Technology (the reseller CDT is using) will not disable services or take other actions/inactions that would prevent CONTRACTOR from deploying/managing the environments for the CalSAWS System.
- 1.1.8** The Performance Requirements for the LRS in the AWS Cloud will change in the following ways at the point of the LRS production system’s cutover to the AWS Cloud:
- CONTRACTOR will not be responsible for liquidated damages as a result of Performance Requirement failures due primarily to faults (such as availability, performance or security) with the AWS services, since Faults primarily caused by AWS, CDT or CDT’s reseller, JHC Technology, have the means to stop service or breach security. CONTRACTOR will be responsible for responding to resolve the incident and determining the root cause of the problem. CONTRACTOR will also work with the Consortium to recommend changes to the architecture to increase resiliency for similar future potential failures. This exclusion language will be written into Deliverable 1.2.1 (LRS M&O Services Plan).
 - Some of the above desired architectural changes driven by the impact of AWS component failures, will be easier than others. For instance, reducing database failover time below the results found in the AWS PoC does not have a foreseeable solution while the database is still Oracle (see Section 2.4.5)
 - The Performance Requirements will not stack during the CalSAWS M&O period covered in this Statement of Work. If multiple Performance Requirements are broken due to the same root cause attributable to the CONTRACTOR, the Consortium can choose one applicable Performance Requirement to apply liquidated damages.
 - Calculations for the development environment availability as part of the LRS Monthly Reporting Performance Requirement will be adjusted to reflect that the environments are no longer supposed to be available at all times, since the CONSORTIUM will be paying for them based on usage. Changes Requests affecting the production LRS/CalSAWS System are

handled using procedures for that system and governed by downtime calculations in the Performance Requirements. For Change Requests for non-production services (for instance internet access at the PMO), changes that are anticipated to impact services will not occur during project hours unless approved by the Technical and Operations Director (or designee). Change Requests for non-production services outside the project hours will receive appropriate notice and be scheduled at appropriate times based on the impact of the change and the impact of delaying the change.

- Change Requests are different than Service Requests. Change Requests are proactive changes that are not directly needed for control/resolve an incident. Services Requests are used to fix active problems and do not require approval or scheduling (the team working the incident has discretion to make changes to resolve or control the incident).

1.2 With regard to Technical Infrastructure services for Subtask 2.18 (Enhanced Level 3 and Production Support):

- CalWIN Wave 4: two (2) months, 40 work days, 75% of 4359 tickets = 3,269; $3269/40 = 82$ tickets per day. If the volume of calls exceeds 82 tickets per day during the two (2) months following Wave 4, an amendment to the SOW will be required to provide the additional required support staff.
- CalWIN Wave 5: two (2) months, 40 work days, 56% of 4042 tickets = 2,264; $2264/40 = 57$ tickets per day. If the volume of calls exceeds 57 tickets per day during the two (2) months following Wave 5, an amendment to the SOW will be required to provide the additional required support staff.
- CalWIN Wave 6: two (2) months, 40 work days, 59% of 3852 tickets = 2,273; $2273/40 = 57$ tickets per day. If the volume of calls exceeds 57 tickets per day during the two (2) months following Wave 6, an amendment to the SOW will be required to provide the additional required support staff. With regard to the 18 CalWIN Counties, Production Operations for WAN Administration are based on network connectivity being installed seven (7) months prior to each wave's cutover for testing, UAT access, and training.
- Certain CONSORTIUM-owned data center equipment will continue to be operated for the CalSAWS System at the third-party co-location facilities or "exchanges" provided by a third-party vendor throughout the CalSAWS Maintenance and Operations Project and will not be decommissioned as the services running on that data center equipment will not be migrated to the CONSORTIUM's AWS Cloud.

1.3 With regard to WAN Administration for the text message notifications solution:

- Text message notifications will be sent to participants' mobile phone devices. Participants will be responsible for all charges from their mobile service providers as a result of sending SMS messages to the CalSAWS System and receiving SMS messages from the CalSAWS System.

- The solution will support the following carriers: AT&T, Metro PCS, Sprint/Boost/Virgin, Verizon and T-Mobile.
- The solution will support up to a maximum of ten (10) SMS messages sent per second. If the CONSORTIUM would like additional SMS messages in excess of ten (10) to be sent per second, then additional monthly recurring Production Operations Charges will apply. Any additional Production Operations Charges for WAN Administration would be added to the CalSAWS Maintenance and Operations Extension with a future amendment.
- Per message rates for the administration of text message notifications are subject to change each September 1, beginning September 1, 2022.
- Outbound and inbound SMS messages used for system testing any future changes to the central text messaging notifications solution for 58 Counties will be counted as part of the monthly volumes of messages.
- Following the completion of design for system changes that would enable the C-IV System's text messaging solution to support 58 counties for the CalSAWS System, the CONTRACTOR will assess the overall impact to the text messaging volumes based on the new design for 58 Counties. Any additional text messaging volumes required to support the addition of Los Angeles County and the 18 CalWIN Counties per Design Difference Identification ("DDID") number 1784 would require additional Production Operations charges, which would be added to the CalSAWS Maintenance and Operations Extension with a future amendment.
- Performance Requirements will not apply to the text message notifications solution. Participants may not receive text message notifications sent via the CalSAWS System due to factors outside of the CONSORTIUM or CONTRACTOR's control (e.g. failures caused by participant's mobile phone hardware and software, participant's mobile service provider, etc.).
- Production Operations charges do not include any modifications to functionality for the text messaging notifications solution. Any requested changes to the functionality will follow the release management process as documented in the CalSAWS M&E Services Plan Deliverable.
- Production Operations charges related to the text message notifications solution are based on the monthly volumes, start dates, and end dates listed in Table 1.0 below. The monthly volumes and schedules related to the CalWIN Counties are based on the implementation schedule for the six (6) CalWIN waves defined in Attachment 1 (CalSAWS M&O Contractor Assumptions).

Table 1.0 – WAN Administration for Text Message Notifications Solution

Description of Production Operations Charges	Maximum Monthly Volumes for Production Operations Charges							
	39 C-IV Counties	County	CalWIN Wave 1	CalWIN Wave 2	CalWIN Wave 3	CalWIN Wave 4	CalWIN Wave 5	CalWIN Wave 6
WAN Administration – Outbound SMS Messages	180,000	180,000	4,680	30,420	53,820	53,820	56,160	35,100
WAN Administration – Outbound Operator Look-up	120,000	120,000	3,120	20,280	35,880	35,880	37,440	23,400
WAN Administration – Inbound SMS Messages	60,000	60,000	1,560	10,140	17,940	17,940	18,720	11,700
WAN Administration – Outbound and Inbound Carrier Messages	120,000	120,000	3,120	20,280	35,880	35,880	37,440	23,400
Start Date for Monthly Charges	October 1, 2021	October 1, 2021	October 1, 2021	January 1, 2022	April 1, 2022	June 1, 2022	August 1, 2022	October 1, 2022
End Date for Monthly Charges	October 31, 2023	October 31, 2023	October 31, 2023	October 31, 2023	October 31, 2023	October 31, 2023	October 31, 2023	October 31, 2023

1.4 With regard to WAN Administration for the Electronic Signature solution:

- Production Operations charges for the Electronic Signature solution do not include any WAN Administration related to expanding the CalSAWS System’s central IVR solution to support Los Angeles County and the 18 CalWIN Counties. It is assumed that Los Angeles County and the 18 CalWIN Counties will continue to use their separate solutions for telephonic signature. Scope associated with designing, developing, implementing, maintaining, and operating a central IVR/contact center solution that supports 58 Counties are included in the CalSAWS Maintenance and Operations Extension as part of Schedule 15 (Statement of Work for the CalSAWS Customer Service Center Project).
- Production Operations charges related to the Electronic Signature solution are based on the monthly volumes, start dates, and end dates listed in the Table 2.0 below. The monthly volumes and schedules related to the CalWIN Counties are based on the implementation schedule for the six (6) CalWIN waves defined in Attachment 1 (CalSAWS M&O Contractor Assumptions).

Table 2.0 – WAN Administration for Electronic Signature Solution

Description of Production Operations Charges	Maximum Monthly Volumes for Production Operations Charges							
	39 C-IV Counties	County	CalWIN Wave 1	CalWIN Wave 2	CalWIN Wave 3	CalWIN Wave 4	CalWIN Wave 5	CalWIN Wave 6
WAN Administration – Toll-free Minutes	127,423	0	0	0	0	0	0	0
WAN Administration – Long Distance Minutes	6,371	0	0	0	0	0	0	0
WAN Administration - SIP Lines	92	0	0	0	0	0	0	0
WAN Administration – Outbound SMS Messages	409,212	409,212	10,640	69,157	122,354	122,354	127,674	79,796
WAN Administration – Outbound Operator Look-up	204,606	204,606	5,320	34,578	61,177	61,177	63,837	39,898
WAN Administration – Inbound SMS Messages	204,606	204,606	5,320	34,578	61,177	61,177	63,837	39,898
WAN Administration – Outbound and Inbound Carrier Messages	613,818	613,818	15,959	103,735	183,532	183,532	191,511	119,695
Start Date for Monthly Charges	October 1, 2021	October 1, 2021	October 1, 2021	January 1, 2022	April 1, 2022	June 1, 2022	August 1, 2022	October 1, 2022
End Date for Monthly Charges	October 31, 2023	October 31, 2023	October 31, 2023	October 31, 2023	October 31, 2023	October 31, 2023	October 31, 2023	October 31, 2023

1.5 With regard to Production Operations Support for the central contact center solution:

- Production Operations charges for supporting the central contact center solution are based on the AWS Connect-based central contact center solution that will be implemented for the 39 former C-IV Counties during the C-IV Maintenance and Operations Project, prior to the 39 former C-IV Consortium Counties' cutover to the CalSAWS System.
- Production Operations charges under this Schedule 1 to Exhibit X (Statement of Work for CalSAWS M&O Project) exclude scope associated with supporting contact center solutions for Los Angeles County and the 18 CalWIN Counties. Scope associated with a central contact center solution that supports Los Angeles County and the 18 CalWIN Counties are included in Exhibit AC (Statement of Work for CalSAWS Customer Service Center Project).
- Exhibit U (Scope of Work for the CalSAWS DD&I Project) does not include any scope associated with porting the C-IV central contact center solution to the CalSAWS System, nor the design, development, and implementation of a central contact center solution that supports 58 Counties. It is assumed that scope for porting the C-IV central contact center solution to the CalSAWS System will be amended into the CalSAWS Maintenance and Operations Extension prior to the end of September 2020, in order for the 39 former C-IV Consortium Counties to continue to use the AWS Connect-based contact center solution following their cutover to the CalSAWS System. Scope for designing, developing, testing, implementing, and maintaining and operating a central contact center solution that supports 58 Counties are included in Exhibit AC (Statement of Work for CalSAWS Customer Service Center Solution).

1.6 Production operations support for CalSAWS Managed Lobby Management devices do not include any support for Los Angeles County and the 18 CalWIN Counties' lobby devices (e.g. tablets, etc.). Production operations support for CalSAWS Managed Lobby Management devices for additional CONSORTIUM Members will require an amendment to this Schedule 1 pursuant to Section 5 of the CalSAWS Maintenance and Operations Extension. The CONTRACTOR is only responsible for supporting the application changes made for the Managed Lobby Management solution for CalSAWS DD&I Project. The support of SIRs and/or SCR's that are not related to those implemented for the CalSAWS DD&I Project are not included in the price.

1.7 With regard to M&O Services for the central service desk:

- The staffing levels for Technical Infrastructure services for the central service desk are based on the continued use of current processes for the C-IV Service

Desk, regardless of the software platform used for the Service Desk during the CalSAWS M&O Project.

- The price for CalSAWS M&O Project includes Production Operations charges required for ongoing support of the AWS Connect-based solution for the CalSAWS Service Desk. The AWS Connect solution will contain a basic IVR tree with no application or database calls for self-service or customer lookup.
- The AWS Connect application will support up to a maximum of twenty-five (25) Service Desk staff for the 58 County Service Desk solution for the CalSAWS M&O Project.

1.8 With regard to Hardware and Software for the CalSAWS M&O Project:

- The price for the CalSAWS M&O Project excludes Hardware, Software, Hardware Support, and Software Support. It is assumed that Hardware and Software for technology refreshes, Hardware Support, and Software Support required for the CalSAWS System for the CalSAWS M&O Project will be purchased by the CONSORTIUM from CONTRACTOR's affiliate, Proquire, LLC ("Proquire"), under the C-IV Agreement. The CONSORTIUM must execute an amendment to the C-IV Agreement to add prices for such Hardware and Software items based on Attachment 3 of this SOW (CalSAWS M&O Hardware and Software Specifications) prior to the start of the term for this SOW.
- The CONSORTIUM will retain ownership of all Hardware and Software purchased under the C-IV Agreement.
- The CONSORTIUM will purchase Hardware and Software outright without any leasing/financing required.
- For CalSAWS Hardware and CalSAWS Software, CONTRACTOR will develop the requirements and manage the plan for technology refreshes, Hardware Support, and Software Support for the CalSAWS System. CONTRACTOR will review the plan with the CONSORTIUM monthly for the CONSORTIUM to execute purchases of Hardware, Software, and the related Hardware Support and Software Support agreements.
- Attachment 3 (CalSAWS M&O Hardware and Software Specifications) is based on information known by the CONTRACTOR as of April 1, 2019. As the Work for this SOW progresses, the CONTRACTOR may identify additional Hardware and Software that are required for security, or for CONTRACTOR to maintain and operate the CalSAWS System. In the event that a change to the specifications is required – whether the change is planned (e.g. requested by the Consortium) or unplanned - for maintaining and operating the CalSAWS System, the CONSORTIUM is responsible for making such resources available to the CONTRACTOR to support the delivery of the CalSAWS M&O Project, including the procurement and funding of those Hardware and Software items. As the CalSAWS System's requirements for Hardware and Software may change through the term of the CalSAWS M&O Project, the Consortium should include additional amounts in its annual budget for the CalSAWS M&O Project (the

Implementation Advance Planning Document or “IAPDU”) to account for planned changes to the requirements.

- Modifications to the estimated prices and planned purchasing schedules for the items listed in Attachment 3 (CalSAWS M&O Hardware and Software Specifications) will be managed via the Technology Budget Change Request (“TBCR”) process that will be documented in the CalSAWS M&O Services Plan Deliverable that CONTRACTOR will develop for the CalSAWS M&O Project.