

AMENDMENT NO. 2

This Amendment No. 2 (“Amendment”) is entered into as of **November 18, 2022** (the “Effective Date”), by and between the CalSAWS Consortium, a joint powers authority (herein referred to as “CalSAWS” or “Consortium”), and Gainwell Technologies LLC. This Amendment No. 2 shall amend the Amended and Restated Agreement for Management and Operations of the CalWIN System between the parties, dated April 17, 2020, as amended (the “Agreement”).

IT IS HEREBY AGREED AS FOLLOWS:

1. This Amendment No. 2 extends the term stated within the Maintenance and Operations Agreement signed by the parties, effective February 1, 2020, and which established an initial term of February 1, 2020 to January 31, 2023. This Amendment extends the term of the M&O Agreement for a period to commence on February 1, 2023 and ending on October 31, 2024.
2. This Amendment No. 2 changes all references of “DXC MS LLC” to “Gainwell Technology LLC”.
3. This Amendment No. 2 adds the following section:

15.4.5 Beginning February 1, 2023, Modernization Hours, as described in Section 4.8 of the RFP, will no longer accrue at a rate of 8,500 per contract year. Unused Modernization Hours from previous contract years shall carry over to the extension period.
4. This Amendment No. 2 incorporates into the Agreement a non-CalWIN Systems module, GA/GR Correspondence which will be documented in Project 54589 CalSAWS GA/GR. Exhibit L, GA/GR Correspondence Service Level Agreement, is incorporated into the Agreement.
5. This Amendment No. 2 incorporates into the Agreement a non-CalWIN Systems module, Read-Only plus Retroactive Eligibility Modeling which will be documented in Project 62657 Post Conversion Read only-Long term.
6. Attached to this Amendment No. 2 is Exhibit A: Financial Matters, Sections 1 through 6 which replaces all previous Exhibit A: Financial Matters, Sections 1 through 6 attached to the Agreement, in their entirety.

Except as specifically provided in this Amendment No. 2 all other terms and conditions of the Agreement are unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties have duly executed and delivered this Amendment No. 2 on the Effective Date.

11/10/2022

Dated: _____
DocuSigned by: _____

Paul Saleh

C5B993FFA402401
Paul Saleh, CEO

Dated: 11/10/2022

11/18/2022

Dated: _____
DocuSigned by: _____

Michael Sylvester

7401879858D8422
Michael Sylvester, CalSAWS Chair

11/18/2022

Dated: _____
DocuSigned by: _____

[Signature]

5D9753D2481F47E
Kromick Moskowitz Tiedemann & Girard,
CalSAWS Legal Counsel

11/18/2022

Dated: _____
DocuSigned by: _____

John Boule

7683FC1D81FC498
John Boule, Secretary to the Board, CalSAWS

Amendment No. 2

EXHIBIT A: Financial Matters

Maximum Amount. The Maximum Amount shall be each of the following amounts during their respective time periods:

a. During the initial five year term, the Maximum Amount shall not exceed: (1) \$205,439,560; (2) plus up to \$47,083,664 in funding authorized by the State and federal agencies for special Premise funds and other grants (including CalHEERS interface and Contact CalWIN changes): (i) which are subject to authorization by the CalSAWS Consortium pursuant to Section 14 of the Agreement; and (ii) which shall be contingent upon the CalSAWS Consortium's receipt of State funding for such Change Requests; (3) plus up to \$63,576,131 for Change Requests: (i) which are subject to authorization by the CalSAWS Consortium pursuant to Section 14 of the Agreement; and (ii) which shall be contingent upon the CalSAWS Consortium's receipt of State funding for such Change Requests; (4) plus up to \$8,984,896 for Separate Services: (i) which are subject to authorization by the CalSAWS Consortium pursuant to Section 13 of the agreement; and (ii) which shall be contingent upon the availability of CalSAWS Consortium funding for such Separate Services; and

b. During the initial 5 year term, Maximum Amount for CalHEERS and Contact CalWIN Maintenance and Operations Services shall not exceed (1) \$19,802,340.00 for CalHEERS Interface (2) plus \$4,716,833.00 for Contact CalWIN;

c. During the first three year renewal period, if the CalSAWS Consortium renews the term pursuant to Section 2 of the Agreement, the Maximum Amount shall not exceed: (1) the amount of the Maximum Amount during the initial five year term; (2) plus \$111,225,527; (3) plus up to \$29,516,908 in funding authorized by the State and federal agencies for special Premise funds and other grants (including CalHEERS interface and Contact CalWIN changes): (i) which are subject to authorization by the CalSAWS Consortium pursuant to Section 14 of the Agreement; and (ii) which shall be contingent upon the CalSAWS Consortium's receipt of State funding for such Change Requests; (4) plus up to \$41,029,272 for Change Requests: (i) which are subject to authorization by the CalSAWS Consortium pursuant to Section 14 of the Agreement; and (ii) which shall be contingent upon the CalSAWS Consortium's receipt of State funding for such Change Requests; (5) plus up to \$3,968,662 for Separate Services: (i) which are subject to authorization by the CalSAWS Consortium pursuant to Section 13 of the agreement; and (ii) which shall be contingent upon the availability of CalSAWS Consortium funding for such Separate Services; and

d. During the first three year renewal period, if the CalSAWS Consortium renews the term pursuant to Section 2 of the Agreement, the Maximum Amount for CalHEERS and Contact CalWIN Maintenance and Operations Services shall not exceed (1) \$12,873,960.00 for CalHEERS Interface (2) plus \$3,073,392.00 for Contact; CalWIN;

e. During the next 21 month renewal period, if the CalSAWS Consortium renews the term pursuant to Section 2 of the Agreement, the Maximum Amount shall not exceed: (1) the amount of the Maximum Amount during the initial five year term; (2) plus the first three year

renewal period; (3) plus \$24,789,738; (4) plus up to \$6,010,749 in funding authorized by the State and federal agencies for special Premise funds and other grants (including CalHEERS interface and Contact CalWIN changes): (i) which are subject to authorization by the CalSAWS Consortium pursuant to Section 14 of the Agreement; and (ii) which shall be contingent upon the CalSAWS Consortium’s receipt of State funding for such Change Requests; (5) plus up to \$10,257,318 for Change Requests: (i) which are subject to authorization by the CalSAWS Consortium pursuant to Section 14 of the Agreement; and (ii) which shall be contingent upon the CalSAWS Consortium’s receipt of State funding for such Change Requests; (5) plus up to \$3,900,000 for Separate Services: (i) which are subject to authorization by the CalSAWS Consortium pursuant to Section 13 of the agreement; and (ii) which shall be contingent upon the availability of CalSAWS Consortium funding for such Separate Services; and

f. During the next 21 month renewal period, if the CalSAWS Consortium renew the term pursuant to Section 2 of the Agreement, the Maximum Amount for CalHEERS and Contact CalWIN Maintenance and Operations Services shall not exceed (1) \$3,167,490 for CalHEERS Interface (2) plus \$667,348 for Contact CalWIN; and.

During the next 21 month renewal period, if the CalSAWS Consortium renew the term pursuant to Section 2 of the Agreement, the Maximum Amount for GA/GR shall not exceed \$2,271,280; and

During the next 21 month renewal period, if the CalSAWS Consortium renew the term pursuant to Section 2 of the Agreement, the Maximum Amount for Read Only + Retro shall not exceed \$3,010,854.

Change Request Hourly Rates

Staff Classification	Blended Hourly Rate
Architect	\$144.39
Architect Sr.	\$173.27
Business Analyst	\$144.39
Business Analyst Sr.	\$173.27
Database Administrator	\$144.39
Manager	\$202.15
Program Manager	\$259.91
Programmer	\$144.39
Programmer Jr.	\$127.07

Programmer Sr.	\$173.27
Project Manager	\$173.27
Project Manager Sr.	\$202.15
Supervisor	\$144.39
Technical Trainer	\$98.19
Tester	\$76.88
Tester Sr.	\$102.50

3. Charges (\$).

	Transition-In Period	After Transition-In to end of Initial 5 Year Term (Base Period)	Total Initial 5 Year Term	3 Year Renewal Period	21 Month Renewal Period	Total Agreement 10 Year Term
	2/2/2015 - 7/31/2015	8/1/2015 – 1/31/2020	2/2/2015 – 1/31/2020	2/1/2020 - 1/31/2023	2/1/2023 - 10/31/2024	2/2/2015 – 10/31/2024
Contractor Staff Charges	5,870,083	109,780,441	115,650,524	57,619,171	9,656,309	182,825,004
Contractor Equipment Charges	363,319	3,649,477	4,012,796	4,069,846	1,138,698	9,221,340
Contractor Equipment Maintenance Charges	112,486	3,653,928	3,766,414	2,876,956	614,799	7,258,169
Contractor Software Charges	293,758	2,055,517	2,349,275	1,796,180	498,939	4,644,394
Contractor Software Maintenance Charges	932,890	22,172,854	23,105,744	16,037,389	4,442,333	43,585,466
Contractor Facilities Charges	3,586,451	27,880,487	31,466,938	17,858,730	4,937,198	54,262,866
Contractor Network Charges	150,333	9,811,053	9,961,386	6,459,302	1,794,250	18,214,938
Contractor Application Support Facility Charges	2,897,873	11,502,063	14,399,936	4,440,451	1,353,212	20,193,599
Contractor Other Charges	608,453	118,094	726,547	67,502	445,000	1,239,049

	Transition-In Period	After Transition-In to end of Initial 5 Year Term (Base Period)	Total Initial 5 Year Term	3 Year Renewal Period	21 Month Renewal Period	Total Agreement 10 Year Term
Sub-Total Contractor Charges	14,815,646	190,623,914	205,439,560	111,225,527	24,789,738	341,454,825
Change Request Charges*	0	63,576,131	63,576,131	41,029,272	10,257,318	114,862,721
Premise & Other Grants**	0	47,083,664	47,083,664	29,516,908	6,010,749	82,611,321
Separate Services	0	8,984,896	8,984,896	3,968,662	3,900,000	16,853,558
CalHEERS Interface Maintenance and Operations Services Charges Invoice Amount	0	19,802,340	19,802,340	12,873,960	3,167,490	35,843,790
Contact CalWIN Maintenance and Operations Services Charges Invoice Amount	0	4,716,833	4,716,833	3,073,392	667,348	8,457,573
GA/GR	0	0	0	0	2,271,280	2,271,280
Read Only + Retro	0	0	0	0	3,010,854	3,010,854
Total Contractor Charges	14,815,646	334,787,778	349,603,461	201,687,721	54,074,777	605,365,959

* Change Request Charges are projected; the Charges for Change Requests shall be based on actual Services performed in accordance with the Agreement and Deliverables that receive Acceptance and shall be contingent upon the CalSAWS Consortium's receipt of State funding for such Change Requests.

** Premise and other grant Charges are projected; the Charges for Premise and other grants shall be based on actual Services performed in accordance with the Agreement and Deliverables that receive Acceptance and shall be contingent upon the CalSAWS Consortium's receipt of State funding for such Premise and other grants.

Payments for Deliverables after Contractor Corrects the Deliverable's Cosmetic Deficiencies and Acceptance of Deliverables Pursuant to Change Requests. The CalSAWS Consortium shall hold back 10% of the applicable Charges for all Deliverables pursuant to each Change

Request and Exhibit F. CalSAWS Consortium shall pay such held back amounts in accordance with and subject to the terms of Section 3.1 and Section 3.5 of the Agreement after (a) the CalSAWS Consortium provide Acceptance of each Deliverable including those without Cosmetic Deficiencies and Contractor issues an invoice for such Deliverable or CalSAWS Consortium shall pay such held back amounts and (b) Contractor corrects all Cosmetic Deficiencies in a Deliverable, the CalSAWS Consortium provide Acceptance of the Deliverable following correction of such Cosmetic Deficiencies, and Contractor issues an invoice for such corrected Deliverable.

5. Critical Milestones:

a. Clarification to Performance Standards and Service Level Agreements for Services further described in Exhibit C, Exhibit J and Exhibit K.

As a result of the CalSAWS Migration Project, CalWIN counties will be transitioning from use of the CalWIN system to CalSAWS. Gainwell will maintain the Systems to meet the Service Level Agreements as described in Section 12 and Exhibit C, Exhibit J, and Exhibit K of the Contract for Counties who continue use of the CalWIN System.

Service Level testing, measurement, and monitoring will end for Counties that have migrated off the CalWIN System according to the schedule in the table below.

Service Level Agreement reporting will end for Counties that have migrated off the CalWIN System and will include performance results for each County through the last period prior to migration.

SLA No.	CalWIN SLA Description	Final Service Level Testing, Measuring, Monitoring Timeframe	Final Service Level Reporting Timeframe
3.1.1	System Availability CalWIN System	Close of Business on the CalSAWS Conversion Cutover Start Date	Next SLA Reporting month following the migration month
3.1.2	System Availability Benefits CalWIN System		
3.1.3	System Availability ACCESS CalWIN System		
3.1.4	Wide Area Network (WAN) Availability		
3.1.8	Batch Processing and System Outputs		
3.1.9	Monthly Batch Issuance		
3.1.10	CalWIN System Transaction Response Time		
3.1.11	EDBC Transaction Response Time		
3.1.12	Deficiency Service Ticket Resolution Performance		
3.1.14	Backup Completion & Server Data Retention		

SLA No.	CalHEERS Interface SLA Description	Final Service Level Testing, Measuring, Monitoring Timeframe	Final Service Level Reporting Timeframe
3.1	CalHEERS Interface Availability	Close of Business on the CalSAWS Conversion Cutover Start Date	Next SLA Reporting month following the migration month
3.5	CalHEERS Interface Transaction Response Time		
3.6	Deficiency Service Ticket Resolution Performance		

SLA No.	Contact CalWIN SLA Description	Final Service Level Testing, Measuring, Monitoring Timeframe	Final Service Level Reporting Timeframe
3.1.1	System Availability Contact CalWIN System	Close of Business on the CalSAWS Conversion Cutover Start Date	Next SLA Reporting month following the migration month
3.1.4	IVR Call Transfer Rate		
3.1.5	No Contact CalWIN IVR Busy Signals		
3.1.6	Warm IVR Transfer Response Time		
3.1.7	Deficiency Service Ticket Resolution Performance		
3.1.11	Contact CalWIN Capacity		

b. Clarification to Acceptance dates for Deliverables which are marked in the table in Section 2.1 in Exhibit F with a “Y” and Acceptance Dates which are identified as Critical Milestones in Change Requests.

The table below provides the final delivery timeframe for the listed Deliverables described in Exhibit F.

No.	Deliverable Name	Delivery Timeframe	Final Delivery Timeframe
34	Project Control Document	Annually	November 2022
35	Systems Operations Plan	Annually	December 2022

The table below provides the updates to the final delivery timeframe for the listed work products associated with Deliverables further described in Exhibit F.

No.	Associated Deliverable	Work Product	Delivery Frequency	Final Delivery Timeframe
34	Project Control Document	Annual Quality Report	Annually	September 2022

No.	Associated Deliverable	Work Product	Delivery Frequency	Final Delivery Timeframe
34-09	Financial Management Plan	Cost Estimation Third Party Evaluation	Annually	November 2022

The table below lists the Transition-Out Deliverables described in Exhibit F which are no longer applicable.

No.	Deliverable Name	Delivery Timeframe	Critical Milestones
91	Transition-Out Project Plan	2.5 years prior to Termination of the Agreement	Y
92	Transition-Out Training Plan	2.5 years prior to Termination of the Agreement	Y
93	Transition-Out Monthly Deliverable Status Report	Beginning one year before Agreement End Date, by the 5 th calendar day of each month	N
94	Transition-Out Systems Documentation	No later than two years prior to the end of the M&O period	Y
95	Listing of all Systems Batch Production Jobs	2.5 years prior to Termination of the Agreement	N
96	Performance statistics or copies of existing operational reports	2.5 years prior to Termination of the Agreement	N

c. Operations Effective Date

6. Payment Schedule

Period	Month	Schedule Invoice Date	Projected Change Request Charges*	Project Premise & Other Grants	Maintenance and Operations Services Charges Invoice Amount	Separate Services	CalHEERS Interface Maintenance and Operations Services Charges Invoice Amount	Contact CalWIN Maintenance and Operations Services Charges Invoice Amount
Transition-In Period	Month 1	15-Mar	\$0	\$0	\$1,606,585	\$0	\$0	\$0
Transition-In Period	Month 2	15-Apr	\$0	\$0	\$1,612,476	\$0	\$0	\$0
Transition-In Period	Month 3	15-May	\$0	\$0	\$2,985,939	\$0	\$0	\$0
Transition-In Period	Month 4	15-Jun	\$0	\$0	\$3,509,934	\$0	\$0	\$0

Period	Month	Schedule Invoice Date	Projected Change Request Charges*	Project Premise & Other Grants	Maintenance and Operations Services Charges Invoice Amount	Separate Services	CalHEERS Interface Maintenance and Operations Services Charges Invoice Amount	Contact CalWIN Maintenance and Operations Services Charges Invoice Amount
Transition-In Period	Month 5	15-Jul	\$0	\$0	\$3,359,176	\$0	\$0	\$0
Transition-In Period	Month 6	15-Aug	\$0	\$0	\$1,741,536	\$0	\$0	\$0
Total BAFO Transition-In Period (2/2/2015 – 7/31/2015)			\$0	\$0	\$14,815,646.00	\$0	\$0	\$0
After Transition -In to end of Initial 5 Year Term (Base Period)	Month 7	15-Sep	\$537,470	(\$358,086)	\$3,611,137	\$101,494	\$360,000	\$42,000
Base Period	Month 8	15-Oct	\$1,329,751	\$520,413	\$3,658,096	\$31,387	\$360,000	\$42,000
Base Period	Month 9	15-Nov	\$572,966	\$193,191	\$3,713,787	\$191,597	\$360,000	\$42,000
Base Period	Month 10	15-Dec	\$545,075	\$1,156,900	\$3,694,956	\$12,474	\$360,000	\$42,000
Base Period	Month 11	16-Jan	(\$441,004)	\$2,658,037	\$3,667,151	\$425,252	\$360,000	\$42,000
Base Period	Month 12	16-Feb	\$305,663	\$1,726,551	\$3,558,161	\$407,562	\$604,788	\$35,000
Base Period	Month 13	16-Mar	\$813,998	\$1,574,175	\$3,978,423	\$8,348	\$376,966	\$116,329
Base Period	Month 14	16-Apr	\$4,005,488	\$2,101,128	\$3,964,171	\$31,920	\$376,966	\$116,329
Base Period	Month 15	16-May	\$4,290,563	\$1,696,925	\$3,847,250	\$61,573	\$376,966	\$116,329
Base Period	Month 16	16-Jun	\$466,582	\$1,841,013	\$3,588,695	\$347,181	\$376,966	\$116,329
Base Period	Month 17	16-Jul	\$916,829	\$147,761	\$3,590,828	\$81,363	\$376,966	\$116,329
Base Period	Month 18	16-Aug	(\$193,671)	\$769,376	\$3,608,468	\$1,031,532	\$376,966	\$116,329
Base Period	Month 19	16-Sep	\$1,005,550	\$1,532,544	\$3,673,127	\$165,907	\$376,966	\$116,329
Base Period	Month 20	16-Oct	\$86,939	\$1,743,199	\$3,640,205	\$151,973	\$376,966	\$116,329
Base Period	Month 21	16-Nov	\$1,239,246	\$1,743,957	\$3,695,188	\$127,181	\$376,966	\$116,329

Period	Month	Schedule Invoice Date	Projected Change Request Charges*	Project Premise & Other Grants	Maintenance and Operations Services Charges Invoice Amount	Separate Services	CalHEERS Interface Maintenance and Operations Services Charges Invoice Amount	Contact CalWIN Maintenance and Operations Services Charges Invoice Amount
Base Period	Month 22	16-Dec	\$1,234,055	\$1,200,535	\$3,675,525	\$84,978	\$376,966	\$116,329
Base Period	Month 23	17-Jan	\$1,641,831	\$524,794	\$3,686,302	\$69,431	\$376,966	\$116,329
Base Period	Month 24	17-Feb	\$1,601,116	\$816,778	\$3,679,715	\$100,873	\$376,966	\$116,329
Base Period	Month 25	17-Mar	\$486,072	\$2,005,094	\$3,660,159	\$182,913	\$357,610	\$85,372
Base Period	Month 26	17-Apr	\$2,043,056	\$618,003	\$3,632,578	\$282,608	\$357,610	\$85,372
Base Period	Month 27	17-May	\$3,478,398	\$208,299	\$3,632,578	\$584,929	\$357,610	\$85,372
Base Period	Month 28	17-Jun	\$735,753	\$675,711	\$3,638,295	\$391,214	\$357,610	\$85,372
Base Period	Month 29	17-Jul	\$1,569,431	\$773,768	\$3,638,295	\$244,592	\$357,610	\$85,372
Base Period	Month 30	17-Aug	\$1,006,736	\$1,481,170	\$3,660,357	\$95,531	\$357,610	\$85,372
Base Period	Month 31	17-Sep	\$1,526,599	\$1,113,080	\$3,588,198	\$41,285	\$357,610	\$85,372
Base Period	Month 32	17-Oct	\$1,346,783	\$699,583	\$3,587,392	\$158,485	\$357,610	\$85,372
Base Period	Month 33	17-Nov	\$2,362,698	\$77,259	\$3,587,392	\$64,210	\$357,610	\$87,865
Base Period	Month 34	17-Dec	\$2,523,377	\$576,674	\$3,584,083	\$11,395	\$357,610	\$85,372
Base Period	Month 35	18-Jan	\$2,605,043	\$248,805	\$3,584,083	\$47,876	\$357,610	\$85,372
Base Period	Month 36	18-Feb	\$0	\$201,452	\$3,584,083	\$108,994	\$357,610	\$85,372
Base Period	Month 37	18-Mar	\$0	\$582,962	\$3,596,563	\$55,541	\$357,610	\$85,372
Base Period	Month 38	18-Apr	\$0	\$149,597	\$3,580,013	\$110,364	\$357,610	\$85,372
Base Period	Month 39	18-May	\$0	\$1,190,912	\$3,563,846	\$168,669	\$357,610	\$85,372
Base Period	Month 40	18-Jun	\$2,221,137	\$210,583	\$3,595,817	\$127,372	\$357,610	\$85,372
Base Period	Month 41	18-Jul	\$1,983,572	\$31,641	\$3,574,305	\$81,751	\$357,610	\$85,372
Base Period	Month 42	18-Aug	\$981,944	\$99,631	\$3,574,988	\$76,319	\$357,610	\$85,372
Base Period	Month 43	18-Sep	\$493,128	\$210,901	\$3,414,166	\$55,078	\$357,610	\$85,372
Base Period	Month 44	18-Oct	\$995,516	\$594,393	\$3,414,166	\$187,702	\$357,610	\$85,372
Base Period	Month 45	18-Nov	\$1,496,260	\$341,289	\$3,390,943	\$167,384	\$357,610	\$85,372

Period	Month	Schedule Invoice Date	Projected Change Request Charges*	Project Premise & Other Grants	Maintenance and Operations Services Charges Invoice Amount	Separate Services	CalHEERS Interface Maintenance and Operations Services Charges Invoice Amount	Contact CalWIN Maintenance and Operations Services Charges Invoice Amount
Base Period	Month 46	18-Dec	\$1,632,802	\$768,272	\$3,390,943	\$107,517	\$357,610	\$85,372
Base Period	Month 47	19-Jan	\$550,115	\$1,808,558	\$3,390,944	\$115,302	\$357,610	\$85,372
Base Period	Month 48	19-Feb	\$1,114,454	\$1,474,487	\$3,390,944	\$110,315	\$357,610	\$85,372
Base Period	Month 49	19-Mar	\$735,831	\$2,195,109	\$3,350,362	\$62,118	\$357,610	\$85,372
Base Period	Month 50	19-Apr	\$735,831	\$702,377	\$3,322,781	\$359,326	\$357,610	\$85,372
Base Period	Month 51	19-May	\$735,830	\$564,607	\$3,322,781	\$160,509	\$357,610	\$85,372
Base Period	Month 52	19-Jun	\$1,139,702	\$421,704	\$3,322,781	\$171,679	\$357,610	\$85,372
Base Period	Month 53	19-Jul	\$1,139,702	\$602,078	\$3,322,781	\$102,607	\$357,610	\$85,372
Base Period	Month 54	19-Aug	\$1,139,702	\$889,449	\$3,318,130	\$138,446	\$357,610	\$85,372
Base Period	Month 55	19-Sep	\$1,139,702	\$429,179	\$3,146,337	\$122,484	\$357,610	\$85,372
Base Period	Month 56	19-Oct	\$1,139,702	\$1,003,486	\$3,146,337	\$175,639	\$357,610	\$85,372
Base Period	Month 57	19-Nov	\$1,139,702	\$691,375	\$3,146,337	\$141,439	\$357,610	\$85,372
Base Period	Month 58	19-Dec	\$1,139,702	\$1,630,416	\$3,146,337	\$148,079	\$357,610	\$85,372
Base Period	Month 59	20-Jan	\$1,139,702	\$156,503	\$3,146,337	\$344,206	\$357,610	\$85,372
Base Period	Month 60	20-Feb	\$1,139,702	\$66,066	\$3,146,229	\$48,992	\$357,610	\$85,372
Total Base Period (8/1/2015 – 1/31/2020)			\$63,576,131	\$47,083,664	\$190,623,914	\$8,984,896	\$19,802,340	\$4,716,833
3 Year Renewal Period (Extension 1)	Month 61	20-Mar	\$1,139,702	Varies	\$3,266,113	Varies	\$357,610	\$85,372
Extension 1	Month 62	20-Apr	\$1,139,702	Varies	\$3,238,532	Varies	\$357,610	\$85,372
Extension 1	Month 63	20-May	\$1,139,702	Varies	\$3,238,532	Varies	\$357,610	\$85,372
Extension 1	Month 64	20-Jun	\$1,139,702	Varies	\$3,238,533	Varies	\$357,610	\$85,372
Extension 1	Month 65	20-Jul	\$1,139,702	Varies	\$3,238,533	Varies	\$357,610	\$85,372
Extension 1	Month 66	20-Aug	\$1,139,702	Varies	\$3,247,481	Varies	\$357,610	\$85,372
Extension 1	Month 67	20-Sep	\$1,139,702	Varies	\$3,058,660	Varies	\$357,610	\$85,372

Period	Month	Schedule Invoice Date	Projected Change Request Charges*	Project Premise & Other Grants	Maintenance and Operations Services Charges Invoice Amount	Separate Services	CalHEERS Interface Maintenance and Operations Services Charges Invoice Amount	Contact CalWIN Maintenance and Operations Services Charges Invoice Amount
Extension 1	Month 68	20-Oct	\$1,139,702	Varies	\$3,058,660	Varies	\$357,610	\$85,372
Extension 1	Month 69	20-Nov	\$1,139,702	Varies	\$3,058,660	Varies	\$357,610	\$85,372
Extension 1	Month 70	20-Dec	\$1,139,702	Varies	\$3,058,660	Varies	\$357,610	\$85,372
Extension 1	Month 71	21-Jan	\$1,139,702	Varies	\$3,058,660	Varies	\$357,610	\$85,372
Extension 1	Month 72	21-Feb	\$1,139,702	Varies	\$3,058,660	Varies	\$357,610	\$85,372
Extension 1	Month 73	21-Mar	\$1,139,702	Varies	\$3,084,426	Varies	\$357,610	\$85,372
Extension 1	Month 74	21-Apr	\$1,139,702	Varies	\$3,056,845	Varies	\$357,610	\$85,372
Extension 1	Month 75	21-May	\$1,139,702	Varies	\$3,056,845	Varies	\$357,610	\$85,372
Extension 1	Month 76	21-Jun	\$1,139,702	Varies	\$3,056,845	Varies	\$357,610	\$85,372
Extension 1	Month 77	21-Jul	\$1,139,702	Varies	\$3,056,845	Varies	\$357,610	\$85,372
Extension 1	Month 78	21-Aug	\$1,139,702	Varies	\$3,057,916	Varies	\$357,610	\$85,372
Extension 1	Month 79	21-Sep	\$1,139,702	Varies	\$3,056,845	Varies	\$357,610	\$85,372
Extension 1	Month 80	21-Oct	\$1,139,702	Varies	\$3,056,845	Varies	\$357,610	\$85,372
Extension 1	Month 81	21-Nov	\$1,139,702	Varies	\$3,056,845	Varies	\$357,610	\$85,372
Extension 1	Month 82	21-Dec	\$1,139,702	Varies	\$3,056,845	Varies	\$357,610	\$85,372
Extension 1	Month 83	22-Jan	\$1,139,702	Varies	\$3,056,843	Varies	\$357,610	\$85,372
Extension 1	Month 84	22-Feb	\$1,139,702	Varies	\$3,056,845	Varies	\$357,610	\$85,372
Extension 1	Month 85	22-Mar	\$1,139,702	Varies	\$3,083,200	Varies	\$357,610	\$85,372
Extension 1	Month 86	22-Apr	\$1,139,702	Varies	\$3,055,623	Varies	\$357,610	\$85,372
Extension 1	Month 87	22-May	\$1,139,702	Varies	\$3,055,623	Varies	\$357,610	\$85,372
Extension 1	Month 88	22-Jun	\$1,139,702	Varies	\$3,055,623	Varies	\$357,610	\$85,372
Extension 1	Month 89	22-Jul	\$1,139,702	Varies	\$3,055,623	Varies	\$357,610	\$85,372
Extension 1	Month 90	22-Aug	\$1,139,702	Varies	\$3,055,623	Varies	\$357,610	\$85,372
Extension 1	Month 91	22-Sep	\$1,139,702	Varies	\$3,055,623	Varies	\$357,610	\$85,372

Period	Month	Schedule Invoice Date	Projected Change Request Charges*	Project Premise & Other Grants	Maintenance and Operations Services Charges Invoice Amount	Separate Services	CalHEERS Interface Maintenance and Operations Services Charges Invoice Amount	Contact CalWIN Maintenance and Operations Services Charges Invoice Amount
Extension 1	Month 92	22-Oct	\$1,139,702	Varies	\$3,055,623	Varies	\$357,610	\$85,372
Extension 1	Month 93	22-Nov	\$1,139,702	Varies	\$3,055,623	Varies	\$357,610	\$85,372
Extension 1	Month 94	22-Dec	\$1,139,702	Varies	\$3,055,623	Varies	\$357,610	\$85,372
Extension 1	Month 95	23-Jan	\$1,139,702	Varies	\$3,055,623	Varies	\$357,610	\$85,372
Extension 1	Month 96	23-Feb	\$1,139,702	Varies	\$3,055,623	Varies	\$357,610	\$85,372
Total Extension 1 Period Charges (2/1/2020 – 1/31/2023)			\$41,029,272	\$29,516,908	\$111,225,527	\$3,968,662	\$12,873,960	\$3,073,392
Renewal Period (Extension 2)	Month 97	23-Mar	\$1,139,702	Varies	\$2,516,165	Varies	\$354,610	\$79,372
Extension 2	Month 98	23-Apr	\$1,139,702	Varies	\$2,498,585	Varies	354,610	\$79,372
Extension 2	Month 99	23-May	\$1,139,702	Varies	\$2,498,585	Varies	\$354,610	\$79,372
Extension 2	Month 100	23-Jun	\$1,139,702	Varies	\$2,498,585	Varies	\$354,610	\$79,372
Extension 2	Month 101	23-Jul	\$1,139,702	Varies	\$2,498,585	Varies	\$351,610	\$75,372
Extension 2	Month 102	23-Aug	\$1,139,702	Varies	\$2,498,058	Varies	\$351,610	\$75,372
Extension 2	Month 103	23-Sep	\$1,139,702	Varies	\$2,332,163	Varies	\$348,610	\$75,372
Extension 2	Month 104	23-Oct	\$1,139,702	Varies	\$2,332,163	Varies	\$348,610	\$66,372
Extension 2	Month 105	23-Nov	\$1,139,702	Varies	\$2,326,249	Varies	\$348,610	\$66,372
Extension 2	Month 106	23-Dec	\$0	Varies	\$2,286,370	\$0	\$0	\$0
Extension 2	Month 107	24-Jan	\$0	Varies	\$481,733	\$0	\$0	\$0
Extension 2	Month 108	24-Feb	\$0	Varies	\$0	\$0	\$0	\$0
Extension 2	Month 109	24-Mar	\$0	Varies	\$22,500	\$0	\$0	\$0
Extension 2	Month 110	24-Apr	\$0	\$0	\$0	\$0	\$0	\$0
Extension 2	Month 111	24-May	\$0	\$0	\$0	\$0	\$0	\$0
Extension 2	Month 112	24-Jun	\$0	\$0	\$0	\$0	\$0	\$0
Extension	Month	24-Jul	\$0	\$0	\$0	\$0	\$0	\$0

Period	Month	Schedule Invoice Date	Projected Change Request Charges*	Project Premise & Other Grants	Maintenance and Operations Services Charges Invoice Amount	Separate Services	CalHEERS Interface Maintenance and Operations Services Charges Invoice Amount	Contact CalWIN Maintenance and Operations Services Charges Invoice Amount
2	113							
Extension 2	Month 114	24-Aug	\$0	\$0	\$0	\$0	\$0	\$0
Extension 2	Month 115	24-Sep	\$0	\$0	\$0	\$0	\$0	\$0
Extension 2	Month 116	24-Oct	\$0	\$0	\$0	\$0	\$0	\$0
Extension 2	Month 117	24-Nov	\$0	\$0	\$0	\$0	\$0	\$0
Extension 2	Month 118	24-Dec	\$0	\$0	\$0	\$0	\$0	\$0
Extension 2	Month 119	25-Jan	\$0	\$0	\$0	\$0	\$0	\$0
Extension 2	Month 120	25-Feb	\$0	\$0	\$0	\$0	\$0	\$0
Total Extension 2 Period Charges (2/1/2023 – 10/31/2024)			\$10,257,318	\$6,010,749	\$24,789,738	\$3,900,000	\$3,167,490	\$667,348
Total Charges			\$114,862,721	\$82,611,321	\$341,454,862	\$16,853,558	\$35,843,790	\$8,457,573

Period	Month	Schedule d Invoice Date	GA/GR	Read Only + Retro
Extension 2	Month 106	23-Dec	\$189,273	250,904
Extension 2	Month 107	24-Jan	\$189,273	250,904
Extension 2	Month 108	24-Feb	\$189,273	250,904
Extension 2	Month 109	24-Mar	\$189,273	250,904
Extension 2	Month 110	24-Apr	\$189,273	250,904
Extension 2	Month 111	24-May	\$189,273	250,904
Extension 2	Month 112	24-Jun	\$189,273	250,904
Extension 2	Month 113	24-Jul	\$189,273	250,904
Extension 2	Month 114	24-Aug	\$189,273	250,904
Extension 2	Month 115	24-Sep	\$189,273	250,904
Extension 2	Month 116	24-Oct	\$189,273	250,904
Extension 2	Month 117	24-Nov	\$189,273	250,904
Total Extension 2 Period Charges (2/1/2023 – 10/31/2024)			\$2,271,280	\$3,010,854
Total Charges			\$2,271,280	\$3,010,854

* Change Request Charges are projected; the Charges for Change Requests shall be based on actual Services performed in accordance with the Agreement and Deliverables that receive Acceptance and shall be contingent upon the CalSAWS Consortium's receipt of State funding for such Change Requests.

** Premise and other grant Charges are projected; the Charges for Premise and other grants shall be based on actual Services performed in accordance with the Agreement and Deliverables that receive Acceptance and shall be contingent upon the CalSAWS Consortium's receipt of State funding for such Premise and other grants.

EXHIBIT L

GA/GR CORRESPONDENCE SERVICE LEVEL AGREEMENT

CalSAWS Consortium

Service Level Agreements Matrix (SLA)

1. SLA High Level Overview

The following table provides a high level overview of the SLA.

SLA Number	SLA Name	Performance Standard
3.1.1	System Availability GA/GR Correspondence System	The GA/GR Correspondence System will be Available 98.0% of the GA/GR Correspondence System Availability Time

2. SLA Definitions

Some words and phrases are intended to convey a specific and precise meaning when used with Service Level Agreements. The following table below defines these words and phrases.

Term	Definitions
Accepted	Acceptance by the CalSAWS Consortium of an event or action by Contractor
GA/GR Correspondence System Availability Time	“GA/GR Correspondence System Availability Time” means 6:00 AM – 9:00 PM PST Monday – Saturday, except for Counties holidays, which the GA/GR Correspondence System and the supporting computing infrastructure under the contractor’s control are operating and usable to the CalSAWS Consortium.
Allowable Downtime	The percentage of Downtime that is permissible under a Performance Standard
Available	Operational in accordance with applicable Specifications
Downtime	Anytime, outside of batch windows, maintenance windows, or CalSAWS Consortium-requested maintenance, that a Systems function is not Available because the Systems are not operating in accordance with their applicable Specifications.
Performance Standard	The standards which Services will meet as described in Exhibit L.
Service Request Ticket	Document created within the in Service Request tool and is used to record the analysis and resolution process and support reporting problems reported by users.

3. Service Level Agreements

3.1.1 Systems Availability GA/GR Correspondence System

SLA Name	Systems Availability GA/GR Correspondence System
Performance Standard	The GA/GR Correspondence System will be Available 98.0% of the GA/GR Correspondence System Availability Time.
Effective Date	February 1, 2023
Roles & Responsibilities	<p><u>CalSAWS Consortium Project Staff</u></p> <ul style="list-style-type: none"> Review Service Request reports provided by Contractor. <p><u>CalSAWS Consortium</u></p> <ul style="list-style-type: none"> Report GA/GR Correspondence System Availability issues with the GA/GR Correspondence System. <p><u>Contractor</u></p> <ul style="list-style-type: none"> The Contractor shall deploy the resources necessary to maintain the GA/GR Correspondence System 98.0% of GA/GR Correspondence System Availability Time.
Escalation	<p>A Service Request Ticket is sent to the service desk tool and one or more of the following Contractor staff will respond to the ticket.</p> <p>Level 1</p> <ul style="list-style-type: none"> Contractor reviews initial Service Request Ticket <p>Level 2</p> <ul style="list-style-type: none"> Contractor technical operations reviews initial Service Request Ticket Contractor notifies CalSAWS Consortium Project Staff and CalSAWS Consortium

Measurement Process	<p>The measurement period shall be monthly and based on GA/GR Correspondence System Available Time. The number of GA/GR Correspondence System Available Time minutes shall be determined in accordance with the following formulas:</p> <p>Allowable Downtime (ADT) = (B – C) *.02</p> <p><i>Note: .003 = Allowable Downtime percentage (%)</i></p> <ul style="list-style-type: none"> • B = Operations days in that month * (15) operations hours per day * (60) min per hour. • C = CalSAWS Consortium Accepted GA/GR Correspondence System Downtime <p>For example in the month of February 2023:</p> <p>B = 24 *15 *60 = 21,600 minutes</p> <p>C = 60 minutes Downtime Accepted by the CalSAWS Consortium</p> <p>Therefore, GA/GR System ADT in February 2023 = (21,600 - 60) * .02 = 430.8 minutes</p> <p>Or ~7 hours.</p>
Failures & Nonexclusive Remedies	<p>Failure occurs when GA/GR System Downtime is in excess of defined ADT.</p> <p>Liquidated damages for Downtime in excess of defined ADT:</p> <ul style="list-style-type: none"> • 0 - 120 minutes - \$0 • Over 2 hours - \$1,000 per day
Exceptions	<p>Any GA/GR Correspondence System Downtime that has been Accepted by the CalSAWS Consortium Executive Director will be excluded from the ADT calculation.</p>
Monitoring	<p>During the GA/GR System Availability Time, a monitoring tool will be configured to detect and report if the service becomes unreachable.</p>
Reporting	<p>The Contractor shall report all occurrences and duration of each Downtime monthly.</p>