

**CalSAWS CENTRAL PRINT SERVICES AGREEMENT
BY AND BETWEEN
CALSAWS CONSORTIUM
AND
GAINWELL TECHNOLOGIES LLC**

Amendment Number TWO

CalSAWS CENTRAL PRINT SERVICES AGREEMENT (“AGREEMENT”) ENTERED INTO BY AND BETWEEN THE CALSAWS CONSORTIUM (“CONSORTIUM”), A CALIFORNIA JOINT POWERS AUTHORITY, AND GAINWELL TECHNOLOGIES LLC (“CONTRACTOR”) FOR PROVISION OF THE CALIFORNIA STATEWIDE AUTOMATED WELFARE SYSTEM (“CalSAWS”).

This Amendment Number TWO is effective as of September 15, 2023 (the “Effective Date”) and amends the Agreement.

RECITALS

WHEREAS, the Consortium has extended Services under this Agreement to Contra Costa County and Tulare County and Contra Costa County and Tulare County both elected to implement Services as part of the CalWIN migration to CalSAWS; and

WHEREAS, the parties have agreed upon Service Level Agreements; and

WHEREAS, the parties have agreed upon Contractor provision of the CalSAWS Project Site Facility; and

WHEREAS, the parties wish to make certain revisions to *Exhibit C* in order to better meet the needs of the Consortium

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual covenants and promises described herein, the parties agree as follows:

- 1. Contra Costa and Tulare Counties.** Contractor will provide Services for the additional Counties of Contra Costa and Tulare following their migration to CalSAWS.
- 2. County Purchases.** In support of County-specific correspondence needs, Counties may request, and Contractor may perform, Services agreed upon through the CalSAWS County Purchase process.
- 3. Facility.** Contractor shall lease office facilities to serve as the Project Site Facility. These facilities shall provide space as described in *Exhibit B1* to accommodate the CalSAWS Consortium project team, as well as other Consortium CalSAWS-related vendors. *Exhibit B1 – Facility Cross Reference Matrix v1.0*, attached to this Amendment TWO, is incorporated into the Agreement.

4. **Exhibit C.** *Exhibit C* is replaced in its entirety by the *Exhibit C* attached to this Amendment TWO.
5. **Total Contract Maximum Sum.** Section 7.1 of the Agreement is replaced in its entirety with new Section 7.1 as follows:

7.1 Total Maximum Contract Sum

All of the pricing and sums set forth in this Section 7 apply to the Scope of Contract Work and Print Services Deliverables and Services described in Section 5.

The Total Maximum Contract Sum to perform all requirements of the Project for the 5-Year DD&I and Initial M&O Phase set forth in Section 4.1 of this Agreement and the five additional optional yearly Extended Terms set forth in Section 4.2 of this Agreement shall not exceed Two Hundred Forty One Million Four Hundred Nine Thousand Two Hundred Forty Seven Dollars (\$241,409,247). This Total Maximum Contract Sum consists of the following:

The Contract Sum for the Print Services Implementation Deliverables shall not exceed Nine Hundred Seventy Nine Thousand One Hundred Eighty Five Dollars (\$979,185).

The Contract Sum for the Initial M&O Services through November 2023 shall not exceed Twenty Five Million Six Hundred Fifty Thousand Five Hundred Fifteen Dollars (\$25,650,515).

The Contract Sum for M&O Services from December 2023 through February 2026 shall not exceed Sixty-Five Million Fifty Seven Thousand Two Hundred Four Dollars(\$65,057,204).

The Contract Sum for the five optional yearly M&O Services shall not exceed One Hundred Five Million Two Hundred Sixty Five Thousand Six Hundred Two Dollars (\$105,265,602).

The Contract Sum for Print Services Change shall not exceed Thirty Two Million One Hundred Thousand Dollars (\$32,100,000).

The Contract Sum for Print Services County Purchases shall not exceed Nine Million Dollars (\$9,000,000).

The Contract Sum for Facility Management Fee shall not exceed Three Million Three Hundred Fifty Six Thousand Seven Hundred Forty One Dollars (\$3,356,741).

6. **Service Level Agreements.** *Exhibit H – Service Level Agreement*, attached to this Amendment TWO, is incorporated into the Agreement. Section 5.6.7 of the Agreement is replaced in its entirety with new Section 5.6.7 as follows:

5.6.7 Reporting SLA adherence and performance on a monthly basis.

CONTRACTOR shall work with the CONSORTIUM to develop a Monthly Performance Report that includes the status of all SLA measurements and metrics as contained in Exhibit H, and any additional operational performance metrics required by the CONSORTIUM. This report will be delivered to the CONSORTIUM beginning with the initial operations and continuing for the duration of this Agreement, including any Extended Term.

Operational Support shall include an approach to communications, including CONTRACTOR communication trees, communications protocols for incident management, service request management, schedule management and deficiency management.

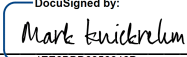
CONTRACTOR's Change Management Process shall accommodate, planning, development, testing and implementation of any changes in collaboration with the CONSORTIUM. The CalSAWS Change Management Process includes a step to identify CalSAWS application changes with an impact upon Print Services. CONTRACTOR shall participate in the CONSORTIUM Change Management process once notified, by the CONSORTIUM, that a change has been approved that will impact Print Services. The CONSORTIUM will work collaboratively with the CONTRACTOR to implement the change.

AMENDMENT NUMBER TWO

IN WITNESS WHEREOF, the CONSORTIUM has caused this Amendment Number TWO to the Agreement to be subscribed on behalf of the CONSORTIUM, and CONTRACTOR has caused this Amendment Number TWO to be subscribed on its behalf by its duly authorized officer, as indicated below.

CONTRACTOR

Dated: 9/13/2023 _____

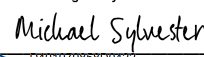
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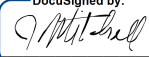
Name: Mark Knickrehm _____

Title: Chairman & CEO _____

CALSAWS CONSORTIUM

Dated: 9/15/2023 _____

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Michael Sylvester, Consortium Chair

By:  _____
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Kronick Moskovitz Tiedemann & Girard,
Consortium Legal Counsel

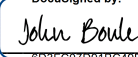
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John Boule, Consortium Executive
Director

EXHIBIT B1

Reference spreadsheet titled “*Exhibit B1 – Facility Cross Reference Matrix v1.0*”

EXHIBIT C

Reference spreadsheet titled “*Exhibit C – CalSAWS Central Print RFP Attachment A - Price Proposal Schedules 2023-02-17*”

EXHIBIT H

Reference document titled, “*Exhibit H - CalSAWS Central Print Service - Service Level Agreement 2022-05-23*”