

CalSAWS INFRASTRUCTURE

AGREEMENT

BETWEEN

CalSAWS CONSORTIUM

AND

CONTRACTOR

Amendment Number One

This Amendment Number One is effective on May 9, 2025 (the “Effective Date”) and revises the Agreement between the California Statewide Automated Welfare System (CalSAWS) Consortium (hereafter “Consortium”) and Gainwell Technologies, LLC (hereafter “Contractor”) as specified in this Amendment Number One.

Pursuant to Section 8, Change Orders, the CalSAWS Consortium and Gainwell agree to modify the Agreement to include changes that do not affect the scope of work, term, payments, or any term or condition of the Agreement except as provided in this Amendment Number One.

RECITALS

WHEREAS, on October 1, 2024, Consortium and Contractor entered into an agreement regarding CalSAWS infrastructure and other services; and

WHEREAS, the parties agree to utilize Change Order hours for work related to Contact Center maintenance and enhancement (M&E) from the effective date of this Amendment Number One through January 31, 2031. The estimated effort and prices are set forth in Exhibit C - Pricing. Change Order services related to the Contact Center M&E will be conducted and invoiced on a Time and Materials basis in an amount not to exceed Fourteen Million Eight Thousand Eight Hundred Sixty Dollars (\$14,008,860); and

WHEREAS, the parties agree to utilize Change Order hours for work related to Identity and Access Management maintenance and enhancement (M&E) from the effective date of this Amendment Number One through January 31, 2027. The estimated effort and prices are set forth in Exhibit C - Pricing. Change Order services related to the Ping Identity access management solution will be conducted and invoiced on a Time and Materials basis in an amount not to exceed Two Million One Hundred Eighty-Eight Thousand Five Hundred Thirty-Seven Dollars (\$2,188,537); and

WHEREAS, the parties agree to utilize Change Order hours for work related to maintenance of the WDTIP infrastructure from the effective date of this Amendment Number One through January 31, 2031. The estimated effort and prices are set forth in Exhibit C - Pricing. Change Order services related to the WDTIP infrastructure will be conducted and invoiced on a Time and Materials basis in an amount not to exceed Nine Hundred Fifty-One Thousand Two Hundred Eighty-Three Dollars (\$951,283); and

WHEREAS, the parties agree to utilize Change Order hours for work related to Security Projects. The estimated effort and prices are set forth in Exhibit C- Pricing. Change Order services related to the Security Projects will be conducted and invoiced on a Time and Materials basis in an amount not to exceed Eight Hundred Twelve Thousand Eight Dollars (\$812,008).

WHEREAS, the parties agree to utilize Change Order hours for work related to increased security testing services. The estimated effort and prices are set forth in Exhibit C – Pricing. Change Order services related to increased security testing services will be conducted and invoiced on a Time and Materials basis in an amount not to exceed Seven Hundred Twenty-Eight Thousand Five Hundred Thirty-Two Dollars (\$728,532) for fiscal year 2024/2025 services.

WHEREAS, the parties agree to modify the facilities solution to eliminate the Facilities- Rancho Cordova and incorporate Facilities- Overflow Storage from the effective date of this Amendment Number One through January 31, 2031 as set forth in Exhibit C - Pricing for a net savings of Two Million Two Hundred Seven Thousand Six Hundred Twenty-Three Dollars (\$2,207,623) inclusive of optional extension years.

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual covenants and promises described herein, the parties mutually agree to this Amendment Number One to the Agreement as follows:

1. Replacement of Exhibit A – Statement of Work with the attached, revised Exhibit A – Statement of Work.
2. Replacement of Exhibit B – Statement of Requirements with the attached, revised Exhibit B – Statement of Requirements.
3. Replacement of Exhibit C – Pricing with the attached, revised Exhibit C – Pricing.
4. Replacement of Section 7.1.1 General as follows:

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

The Total Maximum Contract Sum for all Infrastructure Deliverables and Services including Section 7.1.2 Optional Years Pricing and 7.1.3 Change Order Maximum shall not exceed Nine Hundred Eighty-Two Million Three Hundred Eighty-Four Thousand Three Hundred Thirteen Dollars (\$982,384,313). This Total Maximum Contract Sum is inclusive of all of the following:

The Contract Sum for Infrastructure Services Summary by SFY (Schedule 1) shall not exceed Five Hundred Seventy-Three Million One Hundred Fifty-Eight Thousand Four Hundred Thirteen Dollars (\$573,158,413).

The Contract Sum for Infrastructure Deliverables (Schedule 2) shall not exceed Twelve Million Four Hundred Thirty-Three Thousand One Hundred Thirty-Nine Dollars (\$12,433,139).

The Contract Sum for Infrastructure Hardware and Hardware Maintenance and Software and Software Maintenance (Schedule 4 and Schedule 5) shall not exceed Two Hundred Twenty-One Million One Hundred Six Thousand Four Hundred Thirty-Two Dollars (\$221,106,432).

The Contract Sum for Infrastructure Telecom (Schedule 6) shall not exceed Eighteen Million Nine Hundred Ninety-Three Thousand Nine Hundred Twenty-One Dollars (\$18,993,921).

The Contract Sum for Ongoing Infrastructure Services: August 2024 through January 2031 (Schedule 7 and Schedule 7A) shall not exceed Two Hundred Forty Million Seven Hundred Eighty-One Thousand Nine Hundred Ninety-Three Dollars (\$240,781,993).

The Contract Sum for Imaging Services (Schedule 15) shall not exceed Seventy-Five Million Eight Hundred Ninety-Eight Thousand One Hundred Twenty-Two Dollars (\$75,898,122).

The Contract Sum for Infrastructure Other Items (Schedule 17) shall not exceed Three Million Nine Hundred Forty-Four Thousand Eight Hundred Seven Dollars (\$3,944,807).

5. Replacement of the addresses in Section 19.28 Notices as follows:

Consortium:

CalSAWS
Julia Erdkamp
Executive Director
11971 Foundation Place
Gold River, California 95670
erdkampj@calsaws.org

Contractor:

Gainwell Technologies LLC
Dawn Wilder
Account General Manager
11971 Foundation Place
Gold River, California 95670
dawn.wilder@gainwelltechnologies.com

IN WITNESS WHEREOF, the Consortium and Contractor have caused this Amendment Number One to be executed on behalf of the Consortium and Contractor, as indicated below.

GAINWELL TECHNOLOGIES LLC

CALSAWS CONSORTIUM

Dated: _____

Dated: _____

By: _____

Mark Knickrehm
Chairman and Chief Executive Officer

By: _____

Michael Sylvester, Consortium Chair

By: _____

Kronick Moskowitz Tiedemann & Girard,
Consortium Legal Counsel

By: _____

Julia Erdkamp, Consortium Executive
Director