

**CalSAWS INFRASTRUCTURE**

**AGREEMENT**

**BETWEEN**

**CalSAWS CONSORTIUM**

**AND**

**CONTRACTOR**

**Amendment Number Two**

This Amendment Number Two is effective on December 19, 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 Two.

## **RECITALS**

WHEREAS, on October 1, 2024, Consortium and Contractor entered into an agreement regarding CalSAWS infrastructure and other services (hereinafter, “Agreement”); and

WHEREAS, Section 15.9.3 of the Agreement requires that as part of entering into the Agreement, Contractor will be required to enter into CDSS/DHCS Medi-Cal Privacy and Security Agreements with the Consortium; and

WHEREAS, on November 11, 2025 the Consortium entered into the Privacy and Security Agreement ("CDSS PSA") with the California Department of Social Services ("CDSS"), attached hereto as Exhibit F, which is incorporated herein by reference; and

WHEREAS, on October 10, 2024 the Consortium entered into the Medi-Cal Privacy and Security Agreement Number 24-87 ("DHCS PSA") with the California Department of Health Care Services ("DHCS"), attached hereto as Exhibit G, which is incorporated herein by reference; and

WHEREAS, both the CDSS PSA and the DHCS PSA (collectively, the "PSAs") require that all Consortium Workers, including contractors, subcontractors, employees, vendors, and agents, comply with the terms of the PSAs.

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

1. Replacement of Section 2.2 of the Agreement as follows:

### **2.2 Agreement.**

This Agreement, the Exhibits attached to it, which are incorporated by this reference, and any other document expressly incorporated by reference pursuant to the terms of this Agreement, including all Documents as defined below. Exhibits incorporated in this Agreement include:

Exhibit A – Statement of Work

Exhibit B – Statement of Requirements

Exhibit C – Pricing

Exhibit D – Contractor Employee Acknowledgement, Confidentiality, and Intellectual Property Assignment Agreement

Exhibit D.1 – Subcontractor Employee Acknowledgment, Confidentiality, and Intellectual Property Assignment Agreement

Exhibit E - HIPAA Business Associate Agreement

Exhibit F – CDSS Privacy and Security Agreement

Exhibit G – DHCS Medi-Cal Privacy and Security Agreement

2. Addition of Exhibit F – CDSS Privacy and Security Agreement.
3. Addition of Exhibit G – DHCS Medi-Cal Privacy and Security Agreement.

IN WITNESS WHEREOF, the Consortium and Contractor have caused this Amendment Number Two 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: \_\_\_\_\_

Julia Erdkamp, Consortium Executive  
Director

Approved as to Form:

By: \_\_\_\_\_

Kronick Moskovitz Tiedemann & Girard,  
Consortium Legal Counsel