

CONSORTIUM REVIEWED BY:  DS

BenefitsCal MAINTENANCE and OPERATIONS SERVICES

AGREEMENT

BETWEEN

CalSAWS CONSORTIUM

AND

ACCENTURE LLP

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This Agreement (the “Agreement”) is entered into as of the 29 day of January, 2026 (the “Execution Date”), by and between the California Statewide Automated Welfare System (CalSAWS) Consortium (“Consortium”), and any successor entity, and Accenture LLP (“Contractor”) (collectively, “Parties”).

RECITALS

WHEREAS, the Statewide Automated Welfare System (SAWS) of California is comprised of the case management systems that support the delivery of services to applicants and beneficiaries of public assistance programs, including Medi-Cal, California Work Opportunity and Responsibility to Kids/Temporary Assistance for Needy Families (CalWORKS/TANF), CalFresh/Supplemental Nutrition Assistance Program (SNAP), Cash Assistance Program for Immigrants (CAPI), Foster Care, Refugee Cash Assistance (RCA), Kinship Guardian Assistance Program (KinGAP), California Food Assistance Program (CFAP), General Assistance/General Relief (GA/GR), Adoption Assistance, Welfare-to-Work (WTW) employment programs, and other health and human services programs; and

WHEREAS, the Consortium was established for the purpose of overseeing the consolidation of the three (3) predecessor automated welfare systems (the C-IV System, LRS, and CalWIN System) for the purpose of implementing a single California Statewide Automated Welfare System (CalSAWS System) in all fifty-eight (58) California counties; and

WHEREAS the development of the CalSAWS System was in response to a requirement established in 2018 by the Centers for Medicare and Medicaid Services (CMS) and the United States Department of Agriculture (USDA) Food and Nutrition Service (FNS) to implement a single statewide system by the end of 2023; and

WHEREAS the CalSAWS System is designed to be a user-friendly, customer-based, on-line, and fully integrated case management system that manages data in the aforementioned public assistance programs for all California Counties that is a cloud-based system utilizing Amazon Web Services (AWS); and

WHEREAS, the BenefitsCal Portal (BenefitsCal) is a service that connects users to applications and case management activities for Medi-Cal, CMSP, CalFresh and CalWORKs benefits in California; and

WHEREAS, BenefitsCal interfaces with CalSAWS as an integral part of service delivery; and

WHEREAS, BenefitsCal was developed beginning in August 2020, was fully implemented in October 2021 and is now in the Maintenance and Operations phase in all 58 counties; and

WHEREAS, BenefitsCal has been designed, developed, and enhanced following a User-Centered Design (UCD) approach founded on keeping the human experience at the forefront of system design, which includes, but is not limited to, ongoing engagement with stakeholders and community members to conduct discovery sessions to understand the current and desired human experience, and to gather feedback regarding actual user experience to improve usability; and

WHEREAS, since the initial release of BenefitsCal in September 2021, new features continue to be added to increase accessibility and engagement between the Counties and individuals needing assistance.

WHEREAS, the Consortium, acting for the benefit of the 58 California Counties, seeks to enter into this Agreement with a qualified Contractor to transition the existing BenefitsCal and to provide ongoing BenefitsCal Maintenance and Operations (M&O) and goods and Services.

NOW THEREFORE, in consideration of the foregoing premises and the mutual covenants and promises set forth below, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. CONTRACT INTERPRETATION.

In the event there is a conflict between the documents comprising the Agreement, including all exhibits to it, the following order of precedence shall apply:

1.1 The terms and conditions in the body of this Agreement, which shall include all exhibits, which are hereby incorporated by reference.

1.2 The RFP for BenefitsCal Maintenance and Operations Services; and

1.3 Contractor's Proposal submitted in response to the RFP.

2. DEFINITIONS.

2.1 Acceptance.

A Notice from the Consortium to Contractor that a BenefitsCal Deliverable or Service has met with applicable Specifications.

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 E - Subcontractor Employee Acknowledgement, Confidentiality, and Intellectual Property Assignment Agreement

2.3 **Amazon Web Services (AWS).**

AWS provides Maintenance and Operations (M&O) services as defined in the CalSAWS AWS Agreement. AWS provides and maintains the AWS cloud-hosted architecture and performs hosting services for the CalSAWS application.

2.4 **Application and Architecture Evolution.**

The process by which Contractor will incorporate advances in computing technologies in support of the Consortium's goal to maintain the relevancy of the CalSAWS System and manage increasing System complexity.

2.5 **BenefitsCal.**

An umbrella term to refer to the BenefitsCal Portal, which is a service that connects users to applications and case management activities for Medi-Cal, CMSP, CalFresh and CalWORKs benefits in California. It interfaces with CalSAWS as an integral part of service delivery. The term BenefitsCal also refers to the BenefitsCal System, which is the subject matter of this Agreement, as well as the BenefitsCal Project, which is the Project to be undertaken by the Contractor pursuant to this Agreement.

2.6 **BenefitsCal Agreement Closeout Plan.**

A Deliverable to be provided by Contractor as described at Section 5.5.19 of this Agreement.

2.7 **BenefitsCal Approach to Automation, Artificial Intelligence, and Machine Learning.**

A Deliverable to be provided by Contractor as described at Section 5.5.13 of this Agreement.

2.8 **BenefitsCal Collaboration Model (CM).**

A process to facilitate customer engagement regarding BenefitsCal enhancements, which is supported by the CM members, comprised of customers, Counties, stakeholder groups, including state and advocate groups, who validate and prioritize system changes.

2.9 **BenefitsCal Final Project Closeout Plan.**

A Deliverable to be provided by Contractor as described at Section 5.5.20 of this Agreement.

2.10 **BenefitsCal General Design Document (GDD).**

A Deliverable to be provided by Contractor as described at Section 5.5.9 of this Agreement.

2.11 **BenefitsCal Marketing and Public Communications Plan.**

A Deliverable to be provided by Contractor as described at Section 5.5.12 of this Agreement.

2.12 **BenefitsCal Monthly Service Level Agreement Report.**

A Deliverable to be provided by Contractor as described at Section 5.5.14 of this Agreement.

2.13 **BenefitsCal Performance Test Materials Packet.**

A Deliverable to be provided by Contractor as described at Section 5.5.10 of this Agreement.

2.14 **BenefitsCal Project Control Document.**

A Deliverable to be provided by Contractor as described at Section 5.5.5 of this Agreement.

2.15 **BenefitsCal Requirements Traceability Matrix (RTM) and Report.**

A Deliverable to be provided by Contractor as described at Section 5.5.8 of this Agreement.

2.16 **BenefitsCal Services Plan and Operational Working Documents.**

A Deliverable to be provided by Contractor as described at Section 5.5.2 of this Agreement.

2.17 **BenefitsCal System Security Plan.**

A Deliverable to be provided by Contractor as described at Section 5.5.16 of this Agreement.

2.18 **BenefitsCal Technology Recovery Plan.**

A Deliverable to be provided by Contractor as described at Section 5.5.15 of this Agreement.

2.19 **BenefitsCal Transition-In Master Plan (BC TIMP).**

A Deliverable to be provided by Contractor as described at Section 5.5.1 of this Agreement.

2.20 **BenefitsCal Transition-In Test and Validation Plan.**

A Deliverable to be provided by Contractor as described at Section 5.5.4 of this Agreement.

2.21 **BenefitsCal Transition-In Work Schedule.**

A Deliverable to be provided by Contractor as described at Section 5.5.3 of this Agreement.

2.22 **BenefitsCal Transition-Out Master Plan.**

A Deliverable to be provided by Contractor as described at Section 5.5.17 of this Agreement.

2.23 **BenefitsCal Transition-Out Work Schedule.**

A Deliverable to be provided by Contractor as described at Section 5.5.18 of this Agreement.

2.24 **BenefitsCal User Centered Design and Customer Experience Report Plan.**

A Deliverable to be provided by Contractor as described at Section 5.5.17 of this Agreement.

2.25 **BenefitsCal Work Schedule.**

A Deliverable to be provided by Contractor as described at Section 5.5.6 of this Agreement.

2.26 **CalSAWS Consortium (or Consortium).**

The CalSAWS Consortium is a Joint Powers Authority (JPA) that comprises all fifty-eight (58) Counties in the State of California.

2.27 **CalSAWS Hardware (or Hardware).**

All equipment and other goods related to the CalSAWS System, including project office hardware, and enterprise connecting hardware. Reference to the CalSAWS Hardware may include one or more components thereof or all CalSAWS Hardware.

2.28 **CalSAWS Software (or Software).**

(i) All CalSAWS application software and (ii) all Commercially Available Software provided, used, or pertaining to such application software. Reference to CalSAWS Software may include one or more components thereof or all CalSAWS Software.

2.29 **CalSAWS System (or System).**

The CalSAWS System is the user-friendly, on-line, and fully integrated case management system designed to manage data in identified public assistance programs for all fifty-eight (58) Counties in the State of California.

2.30 Change Control Board (CCB).

The Consortium's Change Control Board is responsible for reviewing and making recommendations on requested changes to baseline Work consistent with the Consortium's Change Control Process.

2.31 Change Control Process.

The Consortium's process for reviewing, evaluating, and making decisions on requests for changes to baseline Work.

2.32 Change Control Request (CCR).

A document raised by either the Consortium or Contractor in accordance with Section 8, in relation to a proposed change to this Agreement, or any Services to be provided thereunder.

2.33 Change Management.

The method and manner by which the Contractor will respond to, implement, and manage change within the CalSAWS System processes and procedures.

2.34 Change Order.

A written form used by Contractor and the Consortium to modify, delete, or add to the Deliverables or Services, in whole or in part, made in accordance with Section 8 of this Agreement.

2.35 Charge(s).

The amount(s) to be paid for the BenefitsCal Deliverables and Services authorized under this Agreement, in whole or in part.

2.36 Community Based Organization (CBO).

Organizations that work at the local level to provide services to, and represent the interests of, stakeholders and beneficiaries who are users of the BenefitsCal System.

2.37 Confidential Information.

Subject to applicable federal, State and County laws and regulations, trade secrets and confidential information of the Consortium and Contractor, including, without limitation: all proprietary and confidential information of the Consortium, such as trade secrets, designs, drawings, specifications, computer programs, support materials and other records concerning the Consortium and its finances, citizens, contracts, Services or personnel; the Documentation and the other Specifications; the BenefitsCal Deliverables and Services; any information or documentation concerning the Consortium's plans or business that is learned by Contractor during the performance of this Agreement including, without limitation, client and employee information, technical data, proprietary processes or designs; information the Consortium desires to protect against unrestricted disclosure or competitive use; Contractor proprietary Software

development methodology (if any); proprietary and confidential information of its Subcontractors; and information designated as confidential by either the Consortium or Contractor.

2.38 **Consortium Team.**

The Consortium's personnel responsible for overseeing various applications and Deliverables related to the Project.

2.39 **Contract Sum.**

Any Charge specifically attributable to one or more BenefitsCal Deliverables or Services as set forth in Exhibit C (Pricing).

2.40 **Contractor.**

The entity to whom this BenefitsCal Agreement is awarded pursuant to the RFP and who, along with the Consortium, constitute the Parties to this Agreement.

2.41 **Cosmetic Deficiency.**

A cosmetic and inconsequential Deficiency as determined solely by the Consortium's reasonable judgment, e.g., a spelling or grammatical error.

2.42 **Counties.**

All or a subset of the California Counties that are a part of the Consortium.

2.43 **County.**

Any one County that is a part of the Consortium.

2.44 **Daily Prime Business Hours Availability Times.**

6:00 am to 9:00pm (Pacific Time Zone), Monday through Saturday, except for those holidays expressly identified by the Consortium for each calendar year during the Term, including Extended Term, of this Agreement, and scheduled System downtime.

2.45 **Data.**

The Consortium's records, employee information, files, forms, Personal Identifiable Information (PII) data and other information that may be utilized in providing Services under this Agreement. "Data" also shall refer to all federal, State, County, and/or other data and information, which is (a) stored online, stored off-line, in transit, or computed, and used or accessed by Contractor for providing Services under this Agreement and all backups of such data and information, and/or (b) placed into, used within, or resulting from the use of, the CalSAWS Systems, and all backups of such data and information.

2.46 **Day.**

Unless otherwise specified, Day shall mean calendar day.

2.47 **Deficiency.**

A failure of a Deliverable or Service, or an omission, defect or deficiency in any such Deliverable or Service, which causes it not to conform to the Specifications or incorrect spelling, incorrect grammar, poor quality esthetics, poor quality of documentation, or similar failures in a Deliverable.

2.48 **Deliverable.**

Contractor's work product that is based on applicable Specifications and that is provided by Contractor to the Consortium (either independently or in concert with the Counties or third parties) during the course of Contractor's performance under this Agreement. The definition of Deliverable also includes that term as further defined in Section 5 and the approved BenefitsCal Work Plan.

2.49 **Deliverable Expectation Document (DED).**

A Document that defines the requirements, acceptance criteria, schedule, responsible parties, reviewers and other items associated with each Deliverable that must be approved in advance of work commencing on a Deliverable.

2.50 **Delivery Integration Framework.**

The Consortium's Delivery Integration Framework is a process developed by the Consortium to facilitate integration among the various contractors working on, or providing services to, the CalSAWS System. The Delivery Integration Framework includes, but is not limited to, processes for resolving disputes between the Consortium and Contractor and disputes between Contractor and other contractors as set forth in Section 17 of this Agreement.

2.51 **Delivery Integration Team.**

The Delivery Integration Team coordinates discussions regarding the timing of required steps for each contractor, including the BenefitsCal Contractor, and the Consortium. The Delivery Integration Team coordinates with the leaders of the release management processes regarding entry and exit criteria that must be satisfied by each contractor, including the BenefitsCal Contractor, involved in the system change process.

2.52 **Documentation.**

All definitions, descriptions of methodology, standards, design, tests, operations, technical and user manuals used in conjunction with the Deliverables and Services, in whole and in part.

2.53 **Execution Date.**

The date on which this Agreement is fully executed by the Parties.

2.54 **Executive Director.**

The individual at the Consortium with management responsibilities for the CalSAWS System.

2.55 **Extended Term.**

The Extended Term consists of extended BenefitsCal Services to be provided as a result of the Consortium's exercise, at its sole discretion, of up to four (4) one (1) year options commencing at the close of the Initial Term.

2.56 **Final Acceptance.**

The Consortium's approval of all Deliverables and Services to be provided as part of this Agreement. Final Acceptance will occur in accordance with the process prescribed in the Consortium's Enterprise Project Control Document (Consortium Enterprise PCD), which defines the acceptance and rejection processes and the roles of the Consortium and Contractor in that process.

2.57 **Initial (or Base) Term.**

The Initial or Base Term includes a six (6)-month Transition-In period plus five (5) years and five (5) months, for a total of five (5) years and eleven (11) months.

2.58 **Key Staff.**

The positions of Contractor Staff identified as Key Staff, including but not limited to, BenefitsCal Project Manager, BenefitsCal Project Management Office Lead, BenefitsCal Transition-In Lead, BenefitsCal Application Manager, BenefitsCal Product Manager, BenefitsCal User Centered Design Lead, BenefitsCal Test Manager, BenefitsCal Security Manager, BenefitsCal Public Communications Lead.

2.59 **Liquidated Damages.**

Liquidated Damages refer to those payments due from Contractor to Consortium, either in the form of cash payment or a credit against payments due to Contractor from Consortium under this Agreement, which is assessed by the Consortium against Contractor in accordance with Section 13 of this Agreement or the SLAs, which are specifically incorporated into this Agreement by reference.

2.60 **Notice.**

A written document given by a party to the other in accordance with Section 19.28.

2.61 **Off Prime Business Hours.**

9:01 pm to 5:59 am (Pacific Time Zone), Monday through Saturday, Sundays, and those holidays expressly identified by the Consortium for each calendar year during the Term, including Extended Term of this Agreement, and scheduled System downtime.

2.62 **Operational Working Document(s) (OWDs).**

The BenefitsCal Operational Working Documents (OWDs) contain the operational procedures for the services and activities defined in the BenefitsCal Services Plan.

2.63 **Price Proposal.**

The Price Proposal submitted by Contractor in response to the RFP.

2.64 **Production.**

The environment in which the CalSAWS System operates for use by the Counties.

2.65 **Project.**

The planned undertaking regarding the subject matter of this Agreement and the activities of all parties related thereto.

2.66 **Project Control Documents (PCD).**

The Consortium's Enterprise PCD, in combination with the BenefitsCal Project Control Document (BenefitsCal PCD), sets forth the required processes and procedures for the BenefitsCal Work to be performed pursuant to this Agreement. The Consortium Enterprise PCD, the BenefitsCal PCD, inclusive of Operational Working Document(s), the Statement of Work (Exhibit A), and the BenefitsCal Work Plan operate in conjunction to coordinate Contractor's Work under this Agreement. The BenefitsCal PCD is a Deliverable Contractor is required to provide as described in Section 5.5.5.

2.67 **Project Hours.**

Project work hours are Monday, 12:00 pm through Friday, 12:00 pm (Pacific Time Zone), except for those holidays expressly identified by the Consortium for each calendar year during the Term, including Extended Term, of this Agreement, and scheduled System downtimes.

2.68 **Project Report(s).**

Documents provided by Contractor to the Consortium regarding Project activities, events, progress, issues, risks, Deliverable Expectation Document(s), Deliverables, and Services provided.

2.69 **Proposal.**

Contractor's response to the RFP, which is expressly incorporated into this Agreement by reference.

2.70 **Request for Proposal (RFP).**

The BenefitsCal Request for Proposal dated May 29, 2024 (RFP 01-2024). The RFP is expressly incorporated into this Agreement by reference.

2.71 **Schedule.**

The dates described in the BenefitsCal Work Plan for deadlines for performance of Services, delivery and review of Deliverables, and other Project events and activities.

2.72 **Security Management.**

The operation and management of those controls (administrative, physical, and technical) that ensure the confidentiality, integrity, protection, and availability of the CalSAWS System, data transmitted to or through the CalSAWS System, and data available to the CalSAWS System.

2.73 **Services.**

Work performed by Contractor, or any of its Subcontractors, in which the Work provided does not consist primarily of the acquisition of equipment or materials, or the rental of equipment, materials, or supplies.

2.74 **Service Level Agreement(s) (SLAs).**

The SLAs specifically define Tasks to be performed by the Contractor, establish timelines and standards by which those Tasks are to be performed, and provide for Liquidated Damages for failure to meet deadlines and/or specifications. The SLAs are specifically incorporated into this Agreement by reference.

2.75 **Specifications.**

The Documentation; all applicable County, State and federal policies, laws, codes, regulations and guidelines; the RFP; the Proposal; DEDs; Acceptance Criteria; subsequent Deliverables which have received Acceptance; and other specifications and requirements as described in the Statement of Requirements, if any; Project Control Documents (PCD); BenefitsCal Services Plan and Operational Work Documents (OWD). The Specifications are, by this reference, incorporated into this Agreement, as though completely set forth herein.

2.76 **Staff.**

Contractor's employees, Subcontractors, independent contractors, and agents who will provide the Services and develop the Deliverables on behalf of Contractor.

2.77 **Start Date.**

The date on which Contractor commences work under this Agreement.

2.78 **State.**

The State of California.

2.79 **Statement of Work.**

The Statement of Work and subsequent Statements of Work that are agreed to by the parties in writing and which shall be incorporated into this Agreement upon such

agreement, detailing the Services to be performed and Deliverables to be provided by Contractor under the terms and conditions of this Agreement.

2.80 Subcontractor.

A person, partnership, or entity not in the employment of, owned by, or under common ownership with Contractor that is performing Services or assisting in the performance of Deliverables required by this Agreement under a separate agreement with or on behalf of Contractor. The term "Subcontractor" shall not include persons, partnerships, or entities that solely are providing Contractor (a) commercial off-the-shelf software applications; (b) hardware, (c) invoicing or accounting services, or (d) services associated with providing facility space.

2.81 System Change Requests (SCRs).

The documentation used by the CalSAWS Project to track all changes to the System. The CalSAWS SCR process is utilized when any new or updated system functionality is needed or recommended.

2.82 Task.

One of the areas of Work to be performed under this Agreement, including those areas of Work identified as a Task in an Exhibit.

2.83 Tier 3 Service Desk.

The Tier 3 Service Desk is the highest level of support and is responsible for handling the most difficult or advanced problems. Business hours for Tier 3 Service Desk are 7:00 a.m. – 6:00 p.m. (Pacific Time Zone), Mondays through Saturday, except for those holidays expressly identified by the Consortium for each calendar year during the Term, including Extended Term, of this Agreement, and scheduled System downtime.

2.84 Total Maximum Contract Sum.

The total amount stated in the Proposal for all Deliverables and Services to be provided pursuant to this Agreement.

2.85 Transition-In.

The six (6)-month period and process occurring at the beginning of the Initial Term by which the transition from the current BenefitsCal contractor to Contractor occurs. The Transition-In process will be documented in a Transition-In Master Plan that includes, but is not limited to, Transition-In Planning and Reporting, Transition-In Service and Function Migration Plan, Transition-In Readiness Reviews, Transition-In Test and Validation, and Transition-In Organizational Change Management Plan.

2.86 Transition-Out.

Transition-Out involves identifying and implementing all the activities required to roll off the Project by transitioning out and turning over all control and responsibility for

BenefitsCal support and Consortium-owned resources, documentation, and knowledge to a successor Contractor or the Consortium. The Transition-Out process includes, but is not limited to, development of a Transition-Out Master Plan, development of a Transition-Out Work Plan, Transition-Out Training and Knowledge Transfer, and Project Closeout.

2.87 **User.**

Any person or entity authorized to gain access to, or in any way use, the CalSAWS System. Users include persons and entities that gain access to the CalSAWS System via the Consortium Members' network models.

2.88 **User Center Design (UCD).**

A methodology or approach that engages the ultimate Users of the System more extensively during the design, development, and test phases with the goal of improving the overall user experience.

2.89 **Work.**

Any and all Tasks, Subtasks, Deliverables, goods, and services provided or to be provided by or on behalf of Contractor pursuant to this Agreement.

3. INDEPENDENT CONTRACTOR STATUS.

3.1 This Agreement is by and between the Consortium and Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the Consortium and Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

3.2 Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Agreement, all compensation and benefits. The Consortium shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of Contractor.

4. CONTRACT TERM.

4.1 **Base Term.**

The Base Term for BenefitsCal M&O Services includes a six (6)-month Transition-In period plus five (5) years and five (5) months, for a total of five (5) years and eleven (11) months.

4.2 **Extended Term.**

This Agreement may be extended for up to four (4) additional years in one (1)-year increments at the discretion of the Consortium. The total contract term, if all extensions are exercised, would be nine (9) years and eleven (11) months.

4.3 **Commencement of Work.**

Contractor's Work under this Agreement is scheduled to commence February 2, 2026, which is when the initial six (6)-month Transition-In period is set to begin.

5. **SCOPE OF CONTRACT WORK; DELIVERABLES; REQUIREMENTS.**

5.1 **General.**

5.1.1 Contractor shall provide the Consortium with the BenefitsCal Deliverables and Services as described in the RFP, Contractor's Proposal submitted in response to that RFP, and this Agreement, and in accordance with the BenefitsCal Service Plan and Specifications. Contractor shall utilize the RFP, its Proposal, the BenefitsCal Service Plan and Operational Working Documents, the BenefitsCal Deliverables and Services for which the Consortium previously granted Acceptance, Change Orders agreed to by the Consortium and the Contractor, as well as Contractor's expert knowledge as the basis for delivering subsequent BenefitsCal Deliverables and Services. Contractor will ensure that the BenefitsCal Deliverables and Services, and Documents and materials provided or presented to, or developed for, the Consortium are consistent with industry standards, easily understandable and logically organized, accurate and complete in their data, and provide the appropriate level of detail for their respective purposes. Contractor will retain backup copies in writing and on electronic media of all BenefitsCal Deliverables until termination of this Agreement and shall provide the Consortium on its request with a copy thereof until that time.

5.1.2 Contractor shall, in accordance with the Statement of Work (Attachment 1 to the RFP) and Statement of Requirements (Attachment 2 to the RFP), both of which are expressly incorporated into this Agreement as Exhibits A and B, respectively, provide BenefitsCal Services, which includes which includes monitoring, upgrading and maintaining the BenefitsCal System. The overall contractual objectives of this Agreement are as follows:

- 5.1.2.1 Facilitate a seamless transition from the current contract to the new BenefitsCal contract, with a focus on minimizing business disruption and maintaining operational continuity.
- 5.1.2.2 Ensure existing SLAs are met throughout the transition period.
- 5.1.2.3 Adhere to, and actively support the processes established by, the Delivery Integration Office ("DIO") and foster collaboration within the integrated multi-contractor environment.
- 5.1.2.4 Promote continuous improvement to the Collaboration Model and stakeholder engagement processes.
- 5.1.2.5 Focus on public outreach and communication strategies for improved effectiveness.

5.1.2.6 Proactively explore, recommend and implement ongoing innovations, including the use of artificial intelligence (AI), to enhance services to the public and the Counties.

5.1.3 In order to achieve these contractual objectives, Contractor is required to align its Work and the delivery of BenefitsCal Deliverables and services with the following Consortium vision and objectives for the BenefitsCal System:

5.1.3.1 All Work on the BenefitsCal Project will be fully integrated with the CalSAWS ecosystem and adhere to established processes including Project Management Office (“PMO”), DIO and SCRs.

5.1.3.2 Contractor will enhance the Collaboration Model and stakeholder engagement processes.

5.1.3.3 Contractor will expand and further refine UCD and User Experience (“UX”) within the software development process.

5.1.3.4 Contractor will enhance communications and marketing to increase visibility and outreach for the public, Counties, and CBOs.

5.1.3.5 Contractor will provide application/architecture evolution and innovation including expanding data analytics capabilities to provide evidence-based outcomes.

5.1.3.6 Contractor will provide continuous evolution of infrastructure and application security to reinforce robust cybersecurity measures.

5.2 **Overall Scope of Agreement.**

The scope of this Agreement and the BenefitsCal Project encompasses the transition of the existing BenefitsCal application and infrastructure, ongoing architectural improvements and subsequent maintenance and operations of the BenefitsCal subsystem. Maintenance and operations of the BenefitsCal application and infrastructure includes the following:

5.2.1 Maintenance and operations of the BenefitsCal application and infrastructure.

5.2.2 SCR-driven application changes (2,500 hours per month).

5.2.3 Operations including management, Level 3 Service Desk, security and continuous improvement (1,500 hours per month).

5.2.4 Cloud Infrastructure (965 hours per month).

5.2.5 Ongoing language translations.

5.2.6 Enhanced mobile device compatibility and capabilities.

5.2.7 Extended education and coaching for the public, Counties, and CBOs.

5.2.8 Improved collection, reporting and informed decision-making based on usability and user experience metrics.

5.2.9 Continue to manage and maintain software required to support the BenefitsCal operations.

5.3 **BenefitsCal Requirements – Contractor’s Responsibilities.**

The Contractor will perform the Services specified in the BenefitsCal Requirements Matrix, Attachment 2 to the RFP, which is incorporated into this Agreement by reference. Without in any way intending to limit the applicability of the Requirements Matrix, the Requirements Contractor must meet under this Agreement are described as follows:

5.3.1 **Task 1 – Transition-In Requirements.**

Contractor will have overall responsibility for providing an orderly and transparent transition from the current contract in a manner that minimizes disruption of service to all users of CalSAWS. During this period, the incumbent contractor and the successor Contractor will work in parallel. Successful transition will result in Contractor establishing a post transition operational baseline and assuming responsibility for providing BenefitsCal support as required under the Agreement. Contractor must complete all Transition-In Services within six (6) months from the Agreement Start Date.

Transition-In major activities include:

- 5.3.1.1 Transition-In Planning and Reporting: The development and execution of the Transition-In Management Plan (TIMP) and Transition-In Work Schedule. The TIMP will be the governing document for the management and execution of the BenefitsCal Transition-In phase, and the Transition-In Work Schedule details the Transition-In activities.
- 5.3.1.2 Transition-In Service and Function Migration: The development and execution of a Service and Migration Plan for each major Task Area. The Service and Function Migration Plan will identify, prepare, and implement Transition-In activities that allow for a smooth transition of responsibility for Services, functions, and other transition components from the incumbent Contractor to the Contractor.
- 5.3.1.3 Transition-In Training and Knowledge Transfer: The development and execution of a Training and Knowledge Transfer Plan to confirm all appropriate Staff are trained to be ready to assume and fulfill the support requirements.
- 5.3.1.4 Transition-In Readiness Reviews: The execution of reviews with the Consortium for each Service or Function identified as part of the Service and Function Migration Plans to provide evidence that the Contractor is ready to assume operational control and responsibility for fulfilling support requirements.

- 5.3.1.5 Transition-In Test and Validation: The execution of activities that demonstrate that the Contractor is capable of successfully maintaining and operating Services, providing Service Desk Tier 3 support, and providing application and technical support Services.

5.3.2 Task 2 – Management Requirements.

The Contractor will manage all Contractor Work performed under this Agreement, including Project management, Work Schedule management, strategic planning, application and technical management, contract management, budget management, Deliverable management, and Staff management. The Contractor will comply with the CalSAWS Enterprise PCD processes and procedures and will adhere to the Consortium's operating policies and procedures.

The Contractor will execute Services in accordance with the approved CalSAWS BenefitsCal Services Plan and the associated Operational Working Documents (OWDs) that provide the detailed procedures for the activities and processes contained in the BenefitsCal Services Plan.

5.3.3 Task 3 – System Change Request Requirements.

The Contractor will perform a range of SCR activities, to include:

- 5.3.3.1 Adherence to the CalSAWS Software Development Lifecycle ("SDLC") methodology to develop and deploy BenefitsCal changes while maintaining high-quality.
- 5.3.3.2 Provide a focus on UCD, that reduces the overall time and effort for the development and delivery of BenefitsCal changes, while maintaining high quality and usability.
- 5.3.3.3 Perform requirements capture and validation activities and deliver and maintain the Requirements Traceability Matrix (RTM).
- 5.3.3.4 Provide ongoing test planning and execution support Services.
- 5.3.3.5 Perform Implementation, Change Management, and Training activities related to SCR(s) Production delivery.
- 5.3.3.6 Participate in Production readiness activities, perform Production release activities, and Production certification and post-deployment activities.

5.3.4 Task 4 – Marketing and Public Communications Requirements.

The Contractor will perform a range of Marketing and Public Communications activities, in cooperation and coordination with the Consortium and other CalSAWS Contractors to include:

- 5.3.4.1 Make process improvement recommendations for the enhancement of public communications and marketing to increase the visibility of BenefitsCal services and customer outreach.
- 5.3.4.2 Expand the Consortium strategic partnerships with public and private organizations to garner BenefitsCal support and Stakeholder collaboration to maximize BenefitsCal visibility and community outreach.
- 5.3.4.3 Lead the development and implementation of a comprehensive marketing and communications program designed to communicate BenefitsCal services and programs, promote the services of BenefitsCal, and foster community relationships through BenefitsCal initiatives.
- 5.3.4.4 Develop, implement, and plan for the use of electronic and web-based communication for the implementation of public relations strategies; utilizing current and emerging technologies to best reach target audiences.
- 5.3.4.5 Conduct User research to understand the needs and goals of the target users, analyzing and synthesizing the data to create use cases, developing design concepts and prototypes, testing and evaluating the solutions with Users and Stakeholders, iterating and refining design solutions based upon test results and feedback, and communicating with the Application Manager and the Project team members to ensure alignment with objectives.

5.3.5 Task 5 – Support Services Requirements.

The Contractor will perform a range of Support Services activities, in cooperation and coordination with the Consortium and other CalSAWS Contractors to include:

- 5.3.5.1 Conduct ongoing evaluations of statutory and/or regulatory changes impacting the operation of BenefitsCal, including evaluating business and programming implications, schedules, and costs.
- 5.3.5.2 Deliver to designated Consortium Staff ongoing Project-business tools training.
- 5.3.5.3 Provide BenefitsCal-related updates in support of the Project website, CalSAWS.org.

5.3.6 Task 6 – Enhancements and Innovation Requirements

The Contractor will manage and execute enhancement and innovation enhancement activities in cooperation and coordination with the Consortium and other CalSAWS Contractors as applicable, consistent with the BenefitsCal Services Plan and

the associated OWDs, which will be handled through the SCR process and the Stakeholder Collaboration Model process.

The Contractor will participate as a key contributor in the CalSAWS Innovation initiatives, with a focus on county-oriented innovation and will be responsible for the Consortium-approved evaluation of emerging technologies, Proof of Concept (POCs) and/or pilots, as related to BenefitsCal.

5.3.7 Task 7 – Production Operations Requirements

The Contractor will perform a range of on-going operational activities in cooperation and coordination with Consortium and other CalSAWS Contractors, consistent with the BenefitsCal Services Plan and the associated OWDs, including:

- 5.3.7.1 Provide Production Operations Services to support the daily operation, maintain BenefitsCal application availability, perform scheduled System operations and maintenance.
- 5.3.7.2 Conduct API interface operations and testing activities.
- 5.3.7.3 Perform BenefitsCal Tier 3 Service Desk activities.
- 5.3.7.4 Perform Configuration Management activities for Contractor configuration Items.
- 5.3.7.5 Perform performance monitoring and alerting activities.

5.3.8 Task 8 – Technical Recovery Requirements

Contractor will develop and oversee the execution of the Benefits Technology Recovery Plan, including will supporting the CalSAWS Infrastructure Contractor, the Cloud Services provider, and other CalSAWS Contractors as necessary, to re-establish BenefitsCal in the event the primary production deployment becomes unavailable.

5.3.9 Task 9 – Security Requirements

Contractor will perform a full range of security related activities (administrative, technical, and physical) to protect the BenefitsCal assets and Data from loss, misuse, unauthorized access, disclosure, alteration, destruction, and will adhere to the Consortium's security policies and procedures.

5.3.10 Task 10 – Transition-Out Requirements

Transition-Out involves identifying and implementing all the activities required to roll off the Project by transitioning out and turning over all control and responsibility for BenefitsCal support and Consortium owned resources, Documentation, and knowledge to a successor Contractor or the Consortium.

Transition-Out major activities include:

- 5.3.10.1 Transition-Out Planning: The development and execution of a Transition-Out Master Plan and Transition-Out Work Schedule

that identifies what items and components must be transitioned, the approach to be utilized for transitioning, how knowledge transfer will be conducted, and the schedule for Transition-Out activities.

5.3.10.2 Transition-Out Training and Knowledge Transfer: The development and execution of Training and Knowledge Transfer activities as identified in the Transition-Out Master Plan. All training materials will be based on the complete and current Documentation required under the Agreement.

5.3.10.3 Project Closeout: The development and execution of the CalSAWS BenefitsCal Agreement Closeout Plan to provide evidence that all Agreement terms and conditions have been fulfilled.

5.4 **BenefitsCal Requirements – Consortium’s Responsibilities.**

The Consortium will provide Contract management and oversight for this Agreement. To achieve the Requirements under this Contract, the Consortium will have the following responsibilities:

5.4.1 **Task 1 – Transition-In**

5.4.1.1 Provide a Transition-In Manager.

5.4.1.2 Participate in, and support, Transition-In meetings.

5.4.1.3 Provide Consortium Staff to participate in knowledge transfer and internal training activities.

5.4.1.4 Participate in Readiness Reviews.

5.4.1.5 Participate in Testing and Validation activities and walkthroughs.

5.4.1.6 Provide timely review and approval of Contractor Work products and Deliverables.

5.4.2 **Task 2 – Project Management.**

5.4.2.1 Maintain M&O Project standards, policies and procedures.

5.4.2.2 Maintain the Consortium Enterprise PCD.

5.4.2.3 Develop and maintain the CalSAWS Integrated Work Plan.

5.4.2.4 Oversee Contractor Agreements and performance

5.4.2.5 Provide facilities for Contractor personnel.

- 5.4.2.6 Provide timely review and approval of Contractor Work products and Deliverables.
- 5.4.2.7 Maintain and enhance BenefitsCal Project Sponsor and Stakeholder relationships.
- 5.4.2.8 Maintain and evolve the Collaboration Model and Charter.
- 5.4.2.9 Provide Consortium Staff to work with the Contractor.
- 5.4.2.10 Provide access to Project information including technical, program and policy documentation.
- 5.4.2.11 Work with Contractors to research and resolve deviations and perform issue escalation and resolution.
- 5.4.2.12 Participate and support corrective action planning and execution activities.
- 5.4.2.13 Oversee CalSAWS and Consortium business coordination.
- 5.4.2.14 Manage expectations and communications for the JPA Board of Directors, Project Steering Committee, and other stakeholders for the CalSAWS Project.
- 5.4.2.15 Manage planning of Project funding.
- 5.4.3 **Task 3 – System Change Request.**
- 5.4.3.1 Participate in and support System Change Request (SCR) and BenefitsCal enhancement meetings.
- 5.4.3.2 Provide Consortium Executive Director approval for SCR and enhancement application changes.
- 5.4.3.3 Support the User Centered Design, customer experience and public marketing and outreach processes and activities.
- 5.4.3.4 Participate in the Change Control Board (CCB) process.
- 5.4.4 **Marketing and Public Communications.**
- 5.4.4.1 Provide Consortium Executive Director oversight of the approach to public outreach and marketing.
- 5.4.4.2 Participate and support Marketing and Public Communications planning and implementation of outreach activities.
- 5.4.4.3 Participate in and support BenefitsCal Marketing and Public Communications meetings.
- 5.4.5 **Task 5 – Support Services.**

- 5.4.5.1 Provide a Technical/Operations Manager.
- 5.4.5.2 Participate in and support Technical BenefitsCal meetings.
- 5.4.5.3 Provide Consortium Executive Director approval for new/change/removal of software purchases.
- 5.4.5.4 Participate in the Change Advisory Board (CAB) process.
- 5.4.6 **Task 6 – Enhancement and Innovation.**
- 5.4.6.1 Participate in and support innovation-related planning implementation meetings.
- 5.4.6.2 Provide Consortium Staff to participate in Proofs of Concepts environment support assessments.
- 5.4.6.3 Provide timely review and approval of Contractor Work products and Deliverables.
- 5.4.6.4 Drive Consortium and Contractor improvements to the Collaboration Model, User Centered Design, and Public outreach.
- 5.4.7 **Task 7 – Production Operations.**
- 5.4.7.1 Provide a Technical/Operations Manager.
- 5.4.7.2 Participate in and support Technical BenefitsCal meetings.
- 5.4.7.3 Provide Consortium Executive Director approval for new/change/removal of software purchases.
- 5.4.7.4 Participate in the Change Advisory Board (CAB) process.
- 5.4.7.5 Participate in and support Production Operations meetings.
- 5.4.7.6 Assist in the management of escalated defects and the notification of the necessary parties.
- 5.4.7.7 Monitor escalated issues to confirm timely resolution.
- 5.4.7.8 Review service level reports.
- 5.4.7.9 Manage communication and coordination of any impacts on the Consortium and stakeholders.
- 5.4.8 **Task 8 – Technology Recovery.**
- 5.4.8.1 Participate in and support Technical Recovery meetings.

5.4.8.2 Participate in Contractor's retrospective of Technical Recovery execution and results.

5.4.9 **Task 9 – Security.**

5.4.9.1 Establish security policies and standards for the Contractor.

5.4.9.2 Assist with the research, resolution, and escalation of security breaches as necessary.

5.4.9.3 Report security incidents to external entities as necessary.

5.4.10 **Task 10 – Transition-Out.**

5.4.10.1 Provide a Transition-Out Manager.

5.4.10.2 Participate in and support Transition-Out meetings.

5.4.10.3 Provide Consortium Staff to participate in knowledge transfer and internal training activities.

5.4.10.4 Participate in Readiness Reviews.

5.4.10.5 Participate in Testing and Validation activities and walkthroughs.

5.4.10.6 Review and approve Deliverables.

5.5 **BenefitsCal Deliverables.**

Contractor will provide Deliverables in accordance with the Consortium's Enterprise PCD. The process defines the use of a DED when creating new Deliverables and submission, review, and approval process for new or updates to existing Deliverables. The Consortium Enterprise PCD also defines the acceptance and rejection processes and the roles of the Consortium and Contractor. The Deliverables required by this Agreement are set forth in the Deliverable Inventory, which is Attachment 3 to the RFP, and which is incorporated into this Agreement by reference. Without in any way intending to limit the applicability of the Deliverable Inventory, the Deliverables required of Contractor under this Agreement are described as follows:

5.5.1 **BenefitsCal Transition-In Master Plan (BC TIMP).**

The BC TIMP will include:

5.5.1.1 Approach Section.

- (1) A description of the overall transition approach and process to be used to transition and assume responsibility for all Services, functions all components identified in the Agreement.

- (2) Planned transition activities and Tasks that includes the planning, implementing, executing, tracking, and reporting of the overall transition effort as well as for each transition component.
- (3) Definition of roles and responsibilities for completing transition Tasks and activities including the Infrastructure Contractor, the CalSAWS M&E Contractor, the Consortium, the California Department of Technology, the Counties, and other CalSAWS contractors as applicable.
- (4) A description of how the Contractor will collaborate with the incumbent contractor(s):
 - (A) Plan for and carry out transition activities as well as what the Contractor requires of the incumbent contractor(s) regarding knowledge transfer, data/information, and support for mitigating risk.
 - (B) Procedures the Contractor will work with the incumbent contractor to transfer control of all CalSAWS environments as identified in the incumbent contractor's Closeout Plan.
 - (C) Procedures the Contractor will work with the incumbent contractor to transfer all BenefitsCal Software license maintenance agreements as identified in the incumbent contractor's Closeout Plan.
- (5) How Readiness Reviews will be planned and coordinated with the Consortium and in coordination with the incumbent contractor's Transition-Out Plan, to demonstrate readiness, provide evidence and confirmation that the Contractor is prepared to accept responsibility, and obtain Consortium approval to do so with an effective date.
- (6) Entry and exit criteria for the beginning and completion of transition phases, including use of readiness checklists, criteria, and metrics.
- (7) A plan of the timing, audience, media and message for communication events, including stakeholder communications and transition activities with stakeholders.
- (8) The identification and approach for the Quality Assurance that will be used to confirm that Transition-In activities are being accomplished.
- (9) Identification of risks and issues tied to the transition and planned mitigation measures/issues resolution.

- (10) Definition of contingency plans to troubleshoot high risk transition activities.
- (11) A Transition-In Milestone Schedule Summary from the Transition-In Work Schedule, including Identification of cutover activities and the target cutover dates.

5.5.1.2 Organizational Change Management

- (1) Approach and Schedule.
- (2) Roles and responsibilities of the Contractor and the Consortium.
- (3) Process and role gap analysis of existing workflow for roles that will be impacted by the transition.
- (4) Gap Analysis between the As-Is and the To-Be.
- (5) Change Readiness Plan that must accurately include details regarding the change readiness process, inputs, and outputs; readiness criteria; assessment methods; and change readiness tools utilized.
- (6) Communications Strategies.

5.5.1.3 Communication Management

- (1) The communication approach and processes for communicating transition information to the Consortium, incumbent Contractor and Stakeholders.
- (2) The methods used to confirm timely and appropriate generation, collection, distribution, storage, retrieval, and ultimate disposition of transitions information.
- (3) Provisions for Contractor resources to attend meetings and provide status updates regarding the transition.
- (4) A matrix of planned communications, which includes communication event, frequency, method, audience, sender, and author.

5.5.1.4 SCR Service and Function Migration

- (1) Definition of how each service or function, being performed by the incumbent contractor, will be operationalized and cutover to the Contractor, such as how the Collaboration Model and UCD process will be supported.
- (2) Identification of the activities and Tasks that must be accomplished to allow for a successful transition of

operational control of a service or function, such as preparatory actions being taken to establish and prepare facilities, obtain service contracts, establish capabilities, conduct a complete inventory of system changes pending, in progress and in the work queue, prepare for testing/validation, and those actions taken after successful testing/validation, needed to implement cutover.

- (3) Identification of what technical assistance the Contractor will require from the incumbent contractor such as number of hours, and position expertise.

5.5.1.5 Marketing and Public Communications Services and Functions

- (1) Definition of how each service or function, being performed by the incumbent Contractor, will be operationalized and migrated to the Contractor, such as how CBOs and the public will stay informed and continue to be supported during the Transition-In.
- (2) Identification of the activities and Tasks that must be accomplished to allow for a successful transition of operational control of a service or function, obtain service Contracts, establish capabilities, conduct a complete inventory of Marketing and Public Communication customers including communication details, document current and future activities, and support services contracts. Prepare for testing/validation, and those actions taken after successful testing/validation, needed to implement cutover.
- (3) Identification of what technical assistance the Contractor will require from the incumbent Contractor (e.g., number of hours, position expertise)

5.5.1.6 Production Operations Services and Functions

- (1) Definition of how each service or function, being performed by the incumbent contractor, will be operationalized and cutover to the Contractor.
- (2) Identification of the activities and Tasks that must be accomplished to allow for a successful transition of operational control of a service or function, such as preparatory actions being taken to establish and prepare facilities, obtain service contracts, establish capabilities, document and manage software license renewals prepare for testing/validation, and those actions taken after successful testing/validation, needed to implement cutover.

- (3) Identification of what technical assistance the Contractor will require from the incumbent Contractor such as number of hours, position, and expertise.

5.5.1.7 Security Services and Functions

- (1) Definition of how each service or function, being performed by the incumbent contractor, will be operationalized and cutover to the Contractor.
- (2) Identification of the activities and Tasks that must be accomplished to allow for a successful transition of operational control of a service or function, such as preparatory actions being taken to establish and prepare facilities, obtain service contracts, establish capabilities, prepare for testing/validation, and those actions taken after successful testing/validation, needed to implement cutover.
- (3) Identification of what technical assistance the Contractor will require from the incumbent contractor such as number of hours, position, and expertise.

5.5.1.8 Technology Recovery Services and Functions

- (1) Definition of how each service or function, being performed by the incumbent contractor, will be operationalized and cutover to the Contractor.
- (2) Identification of the activities and Tasks that must be accomplished to allow for a successful transition of operational control of a service or function, such as preparatory actions being taken to establish and prepare facilities, obtain service contracts, establish capabilities, prepare for testing/validation, and those actions taken after successful testing/validation, needed to implement cutover.
- (3) Identification of what technical assistance the Contractor will require from the incumbent contractor such as number of hours, position, and expertise.

5.5.1.9 Transition-In Training and Knowledge Transfer

- (1) Identification of training and knowledge transfer expectations during planning, and for the transition period.
- (2) The knowledge transfer activities that Contractor Staff will require from the incumbent contractor to prepare for the assumption of Services.
- (3) Training that the Contractor conducts internally to prepare their Staff to implement activities, processes, and

procedures needed to provide support for a given service or function identified in the Contractor's TIMP.

- (4) Training of Consortium staff regarding the Contractor's transition approach, processes, activities, and tools for managing the transition effort and reporting status.
- (5) Training of Consortium staff regarding changes to Services/functions and to service delivery means.
- (6) Knowledge transfer and internal training exercises that will be conducted to equip and verify the Contractor's Staff can implement the activities, processes, and procedures needed to provide support for each given service or function identified in the Contractor's TIMP.
- (7) Establish how training and knowledge transfer activities will occur with respect to use of materials, courses, question and answer (Q&A) session preparation, dates, times, and participants to familiarize the Consortium staff with all the Contractor's operations, processes and tools.

5.5.2 BenefitsCal Services Plan and Operational Working Documents.

The BenefitsCal Services Plan will serve as the master plan for the Services being delivered under the Agreement, and will include:

5.5.2.1 Project Management Support.

- (1) Documentation Maintenance Plan.
- (2) Annual Strategic Plan.

5.5.2.2 Systems Maintenance and Operations.

- (1) SCR/Enhancement Request Management Plan and OCM Plan.
- (2) User Centered Design Plan and Customer Experience Report Plan.
- (3) Cost Estimation Methodology.
- (4) Key Performance Indicators.
- (5) Production Release Management Plan.
- (6) System Requirements and Design Validation Plan.
- (7) General Test Plan.
- (8) Test Support Plan.

- (9) Change Management / Training Plan.
- (10) Marketing and Public Communications Plan.

5.5.2.3 Production Operations.

- (1) Technical Operations Support Plan.
- (2) API Interface Support Plan.
- (3) Tier 3 Service Desk Support Plan.
- (4) Help Desk Support Plan.
- (5) Performance Monitoring and Reporting Plan.
- (6) Bill of Materials (BOM) Review and License Renewal Plan.

5.5.2.4 Technology Recovery Plan.

5.5.2.5 System Security Plan.

5.5.2.6 Transition Out Plan.

5.5.3 **BenefitsCal Transition-In Work Schedule.**

The BenefitsCal Transition-In Work Schedule will be developed in MS Project and will include:

- 5.5.3.1 All Transition-In activities and Tasks which are expected to be completed by Contractor, Consortium, incumbent Contractor Staff and Stakeholders to meet the estimated Transition-In schedule required by the BC TIMP to allow for successful cutover to the Agreement.
- 5.5.3.2 Start and completion dates for all Tasks.
- 5.5.3.3 Predecessor and successor dependencies for Tasks without subtasks, and predecessor and successor dependencies for subtasks.
- 5.5.3.4 Resource assignments for Tasks without Subtasks, and resource assignments for subtasks. Resource assignments will include appropriate Contractor, Consortium, incumbent contractor resource, stakeholder assignments and estimated hours.
- 5.5.3.5 Estimated hours and durations for Tasks without Subtasks and estimated hours and durations for Subtasks.

- 5.5.3.6 The communication approach and processes for communicating transition information to the Consortium, incumbent contractor and stakeholders.

5.5.4 **BenefitsCal Transition-In Test and Validation Plan.**

The BenefitsCal Transition-In Test and Validation Plan will contain a separate section for each Service and Function Area.

- 5.5.4.1 The approach to plan, develop and implement area-specific Transition Test and Validation Plans which guides the Contractor, the Consortium, and the incumbent contractor of what transition component (functions or Services) requires testing or validation on completing specific test activities.
- 5.5.4.2 Description of how to determine what transition components require formal testing versus validation.
- 5.5.4.3 Identification and Documentation of the approach and methods to be used to validate such as checklists or demonstrations.
- 5.5.4.4 A test and validation Work Schedule to schedule, monitor, and report the progress of all test and validation activities.

5.5.5 **BenefitsCal Project Control Document.**

The BenefitsCal PCD will align with and support the CalSAWS Enterprise PCD and will include:

- 5.5.5.1 Introduction.
 - (1) Document terms and definitions.
- 5.5.5.2 Document Purpose.
 - (1) Scope.
 - (2) Causes for change.
 - (3) Executing change.
- 5.5.5.3 Roles and Responsibilities.
- 5.5.5.4 Key Staff.
- 5.5.5.5 BenefitsCal Work Plan.
 - (1) Roles and Responsibilities.
 - (2) Schedule Management Process.

(3) Schedule Analysis and Reporting.

(4) Cost Estimating Methodology.

5.5.5.6 Project Management Plans (PMP Appendices).

(1) Communications Management Plan.

(2) Contract Management Plan.

(3) Deficiency Management Plan.

(4) Quality Management Plan.

(5) Risk and Issue Management Plan.

(6) Staff Management Plan.

5.5.5.7 Project Action Items and Decision Management Tracking.

5.5.5.8 Project Status Reporting.

5.5.5.9 Operational Working Documents.

5.5.6 **BenefitsCal Work Schedule.**

The BenefitsCal Work Schedule will be developed and updated in MS Project in accordance with the BenefitsCal PCD and the BenefitsCal Services Plan and will include Tasks, Subtasks, planned durations, budgets, resources assignments, and schedule reports. Work Schedule updates will include posting actual hours worked by Contractor Staff.

5.5.7 **BenefitsCal User Center Design Plan and Customer Experience Report Plan.**

The BenefitsCal User Centered Design Plan will provide the approach for the Consortium, counties, State, client and advocate participation during, at a minimum, requirements confirmation, design, test, and ongoing M&O activities. At a minimum the UCD Plan must include the following:

5.5.7.1 Approach to User Centered Design, development and test; including the application of UCD tools, such as focus groups, participatory design sessions, observations of users interacting with the technology and interviews.

5.5.7.2 Roles and responsibilities of the Contractor, Consortium, Counties, State, advocates and clients.

5.5.7.3 Communication processes to engage the Consortium, counties, State, advocates and clients during the design, development and test activities.

- 5.5.7.4 Identification and tracking of metrics associated with the overall user experience and application of best practices to a continuous improvement cycle.
- 5.5.7.5 How business outcomes will be achieved in a dynamic, intuitive, and user-friendly manner through robust UCD.
- 5.5.7.6 Approach to UCD during the M&O Phase, including ongoing user research and solution identification to be conducted as part of system maintenance and improvement over time. Activities including:
 - (1) Usage data assessment and analysis.
 - (2) Yearly usability review that includes a number of measures with qualitative feedback from consumers and application assisters.
 - (3) Assessing findings from yearly usability review for implementation updates and improvements.
 - (4) Using UCD for implementation of new features as dictated by policy changes.
- 5.5.7.7 Approach to Customer Experience Reporting.
 - (1) Description of how success will be measured.
 - (2) Definition of Key Performance Indicators and expected outcomes.
 - (3) Description of how feedback and outcomes will be measured and reported.

5.5.8 BenefitsCal Requirements Traceability Matrix (RTM) and Report.

The BenefitsCal RTM and Report traces the path of each requirement through requirements' modification activities, design, coding, testing and Production and includes any unresolved traceability issues.

Delivery of and updates to this document will occur regularly within the context of the Task Work and, as such, are not correlated to Deliverable payments on the Price Schedules.

5.5.9 BenefitsCal General Design Document (GDD).

The BenefitsCal GDD describes the features and functions of CalSAWS behavior as seen by an external observer, and containing the technical information and data needed for the design.

Delivery of and updates to this document will occur regularly within the context of the Task Work and, as such, are not correlated to Deliverable payments on the Price Schedules.

5.5.10 BenefitsCal Performance Test Materials Packet.

The BenefitsCal Performance Test Materials Packet provides the detailed manual and automated test activities which will be executed to validate performance will meet all performance requirements and contractual SLAs, and will include:

5.5.10.1 Test Schedule and Resourcing.

5.5.10.2 Test Case Detail List.

- (1) Test Case ID.
- (2) Test Case Name.
- (3) Test Case Version.
- (4) Test Scenario Inventory.
- (5) Test Data, documents, and/or files to be used to meet test pre and post conditions.
- (6) Interfaces to be tested (if applicable).
- (7) Untestable Items.
- (8) Test Materials Metrics.
- (9) Total number of planned test cases.
- (10) Total number of requirements tested.
- (11) Total number of untestable requirements.
- (12) Expected Result(s).
- (13) Tester ID(s).

Delivery of and updates to this document will occur regularly within the context of the Task Work and, as such, are not correlated to Deliverable payments on the Price Schedules.

5.5.11 Certification of Successful Production Release.

The Certification of Successful Production Release provides the Contractor's verification and certification that the BenefitsCal Software was successfully promoted and installed into Production and will operate as designed.

Delivery of and updates to this document will occur regularly within the context of the Task Work and, as such, are not correlated to Deliverable payments on the Price Schedules.

5.5.12 **BenefitsCal Marketing and Public Communications Plan.**

The BenefitsCal Marketing and Public Communications Plan provides the detailed marketing and outreach activities, including measurable strategic goals, target audience profiles and creative, successful delivery methods, and will include:

- 5.5.12.1 Identification of target audience(s).
- 5.5.12.2 Identification of key events significant to the target audience(s).
- 5.5.12.3 Identification of messaging context to define what should be included and how the audience will relate and respond.
- 5.5.12.4 Identification of media channels to be used and the corresponding target audience(s).
- 5.5.12.5 Identify the appropriate Contractor resource(s) to serve as the primary messengers(s).
- 5.5.12.6 Description of how success will be measured.
- 5.5.12.7 Definition of Key Performance Indicators and expected outcomes.
- 5.5.12.8 Description of how feedback and outcomes will be measured.
- 5.5.12.9 Description of approach to continuous marketing and public communications improvement.
- 5.5.12.10 Description of approach to the development and delivery of marketing and public communication materials.

5.5.13 **BenefitsCal Approach to Automation, Artificial Intelligence and Machine Learning.**

The Approach to Automation, Artificial Intelligence and Machine Learning will include:

- 5.5.13.1 Approach to Validating Expected Outcomes and Improvements.
 - (1) User Centered Design and Stakeholder Usability.
 - (2) Error Reduction.

- (3) Costs / Costs Savings.
- (4) Data Analytics and Reporting.
- (5) Marketing and Public Communications.

5.5.13.2 Industry Standard Design, Adaptability, Compatibilities, Code Deployment and Documentation Methodologies,

5.5.13.3 Dependency Traceability Approach.

5.5.13.4 Configuration Management Methodologies.

5.5.13.5 Testing Methodologies.

5.5.13.6 Production Implementation Methodologies.

5.5.13.7 Maintenance and Operations Approach.

5.5.13.8 Approach to data scrubbing or cleansing; updating or removing inaccurate, incomplete, improperly formatted or duplicated data.

5.5.13.9 Approach to Data Management and Governance.

5.5.13.10 Roll-back Approach.

5.5.14 **BenefitsCal Monthly Service Level Agreement Performance Report.**

The BenefitsCal Monthly Service Level Agreement Performance Report is designed to provide the Consortium with a clear and accurate picture of the Contractor's adherence to service levels and performance requirements, including:

- 5.5.14.1 Daily Hours of Availability.
- 5.5.14.2 Monthly Hours Availability, Non-Production Environments.
- 5.5.14.3 Monthly Deficiency Notification Response Time.
- 5.5.14.4 Monthly Service Desk Diagnosis Time, Tier 3.
- 5.5.14.5 Daily Screen-to-Screen Navigation Response Time.
- 5.5.14.6 Daily Unbounded Search Response Time.
- 5.5.14.7 Daily Standard Response Time.
- 5.5.14.8 Disaster Recovery Response Time.
- 5.5.14.9 Failure to Complete Access Control Audits.

5.5.14.10 Security Information and Event Management System Uptime.

5.5.14.11 Completion of Root Cause Analysis.

5.5.14.12 Privileged Access Audits.

5.5.14.13 Application Security Scans.

5.5.14.14 Security Incident Notification.

5.5.14.15 Security Incident Reporting.

5.5.14.16 Security Incident Negligence.

Delivery of and updates to this document will occur monthly within the context of the Task Work and, as such, are not correlated to Deliverable payments on the Price Schedules.

5.5.15 BenefitsCal Technology Recovery Plan.

The BenefitsCal Technology Recovery Plan will include:

5.5.15.1 Roles and responsibilities of Contractor, Consortium, other CalSAWS contractors, and stakeholders as applicable.

5.5.15.2 Recovery Strategy – description of the portions of the plan that will be implemented based on various levels of incident severity, for example, minor interruption of service or total service failure.

5.5.15.3 Backup and Offsite Storage Procedures – Backup and retention schedules and procedures.

5.5.15.4 System Application Recovery Procedures – Operational procedures that will allow recovery to be achieved in a timely and orderly way.

5.5.15.5 Testing – description of annual System Application recovery test(s) planning and execution methodology including:

(1) Test Overview and Scope.

(2) Roles and responsibilities of the Contractor, Consortium, other CalSAWS Contractors and Stakeholders as applicable.

(3) Test Objectives.

(4) Test Requirements.

(5) Test Activities and Schedule.

- (6) Test Reporting Metrics to be collected.

5.5.15.6 Communication approach and contact list(s) including Contractor, Consortium, other CalSAWS contractors and stakeholders as applicable.

5.5.16 **BenefitsCal System Security Plan.**

The BenefitsCal System Security Plan will be completed by providing responses to each of the NIST 800-53 (current NIST level of BenefitsCal) controls contained in the System Security Plan template (from the NIST 800-53 [current NIST level of BenefitsCal] moderate baseline).

5.5.17 **BenefitsCal Transition-Out Master Plan.**

The BenefitsCal Transition-Out Master Plan will include:

- 5.5.17.1 A detailed Maintenance and Enhancement Transition-Out Work Schedule reflecting all Tasks and Deliverables to be completed, including a complete inventory of system changes pending, in progress and in the work queue.
- 5.5.17.2 Narrative describing each Task and Deliverable, including how all in-progress tasks such as system or application changes, will be transitioned.
- 5.5.17.3 Contractor, Consortium Staff, and successor contractor roles and responsibilities.
- 5.5.17.4 Narrative describing how the Contractor will plan, organize, communicate, implement, monitor, and report the status of all Transition-Out activities.
- 5.5.17.5 Provisions for supporting transition and cutover of Services and functions to a successor Contractor or the Consortium.
- 5.5.17.6 A Transition-Out Knowledge Transfer and Training Plan detailing the approaches and methodologies the Contractor will employ to transfer knowledge to Consortium Staff and/or a prospective successor Contractor.
 - (1) Schedule of planned knowledge transfer sessions and demonstrations.
 - (2) Number of Staff to be included in knowledge transfer sessions per topic area.
 - (3) Knowledge transfer topics with knowledge transfer objective descriptions and summaries for each topic.
 - (4) Length and location of each knowledge transfer session.

5.5.17.7 Narrative of applicable lessons learned from the Transition-In activities.

- (1) A BenefitsCal Transition-Out Documentation and Deliverables Assessment that identifies the results of a complete and comprehensive review and evaluation of all BenefitsCal Documentation to identify Documentation that requires updates or revisions. The Assessment will include:
 - (A) All Contractor Deliverables.
 - (B) All policies and procedures related to the provision of Services under this Agreement.
 - (C) Any other Documentation that would facilitate successor Contractors' understanding of overall application development, technical on-line operations and Services, application baseline code and coding standards, Configuration Management technical practices, and BenefitsCal Software and licensing renewal needs to maintain and operate the current BenefitsCal System.
- (2) The archiving, central storing, and file location listing of all Documentation included in the inventory and assessment.

5.5.18 BenefitsCal Transition-Out Work Schedule.

The BenefitsCal Transition-Out Work Schedule will be developed in MS Project and will include:

- 5.5.18.1 All Transition-Out activities and Tasks which are expected to be completed by Contractor, Consortium, and incumbent Contractor Staff to meet the estimated Transition-In schedule required by the BC TIMP to allow for successful cutover to the Agreement.
- 5.5.18.2 Start and completion dates for all Tasks.
- 5.5.18.3 Predecessor and successor dependencies for Tasks without subtasks, and predecessor and successor dependencies for subtasks.
- 5.5.18.4 Resource assignments for Tasks without subtasks, and resource assignments for Subtasks. resource assignments will include appropriate Contractor, Consortium, incumbent contractor resource, stakeholder assignments and estimated hours.

- 5.5.18.5 Estimated hours and durations for Tasks without subtasks and estimated hours and durations for subtasks.

5.5.19 **BenefitsCal Agreement Closeout Plan.**

The BenefitsCal Agreement Closeout Plan will include:

- 5.5.19.1 The overall strategy for closing out the Agreement.
- 5.5.19.2 The overall strategy and approach to complete other schedule-related Tasks (related to closeout) identified in any of the other BenefitsCal Work Plans developed by the Contractor under this Agreement.
- 5.5.19.3 A list of Deficiency items from the Consortium's Deficiency & Issue tracking systems that will be updated by the Contractor as condition for completion for Agreement closeout.
- 5.5.19.4 A list of outstanding action items or Tasks from meeting minutes or other management tracking systems.
- 5.5.19.5 A list of outstanding actions for the Consortium to resolve for the Contractor to complete the Agreement closeout.
- 5.5.19.6 A list of all outstanding Tasks and Work required per the approved BenefitsCal Work Schedule.
- 5.5.19.7 A timeline (schedule) for completing Agreement Closeout activities.
- 5.5.19.8 Any other items deemed relevant to the clarification of expectations for Contractor closeout.

5.5.20 **BenefitsCal Final Project Closeout Report.**

The BenefitsCal Final Project Closeout Report will include:

- 5.5.20.1 Executive Summary: Scope, Schedule, Budget: Plan vs. Actuals.
- 5.5.20.2 Summaries by SOW Task Area: Management, System Change Request, Support Services, Enhancement and Innovation Services, Production Operations, Technology Recovery, and Security.
- 5.5.20.3 Key Best Practices and Lessons Learned.
- 5.5.20.4 Administrative Closure.
- 5.5.20.5 Agreement Closure.

5.6 **Deliverable Acceptance.**

5.6.1 Contractor shall deliver all Deliverables pursuant to this Agreement to the Consortium Executive Director or his/her designee. Each Deliverable will be delivered to the Consortium Executive Director or his/her designee in an electronic media in a format approved by the Consortium. Contractor will be responsible for timely submission of each Deliverable pursuant to the BenefitsCal Service Plan.

5.6.2 In accordance with the review periods delineated in the BenefitsCal Service Plan, or within ten (10) working days if no review period is delineated, the Consortium will review each Deliverable to identify any Deficiencies and determine whether the Deliverable conforms to its Acceptance Criteria. The Consortium will document its review findings in a standard Deliverable Comments Log and will recommend changes to Contractor.

5.6.3 If a Deficiency (other than a Cosmetic Deficiency) is found in a Deliverable, Consortium shall promptly give Contractor Notice of its non-acceptance within ten (10) working days or such other period as the parties may agree in writing, with such Notice delineating Deficiencies used as the grounds for the Consortium's decision. Contractor shall promptly and in accordance with the BenefitsCal Service Plan, correct Deficiencies (including Cosmetic Deficiencies) described in any Notice(s) of non-acceptance from the Consortium. After Contractor has corrected such Deficiencies (including in Contractor's discretion and to the extent feasible Cosmetic Deficiencies), the Consortium shall verify whether the Deliverable lacks Deficiencies (other than Cosmetic Deficiencies) and in writing shall either accept or not accept it following such review. If Contractor corrects all Deficiencies (other than Cosmetic Deficiencies) in the Deliverable, and the Consortium determines such Deliverable is free from Deficiencies (other than Cosmetic Deficiencies), the Consortium shall provide Contractor with its Acceptance of that Deliverable within ten (10) working days or such other period as the parties may agree in writing. The correction of Deficiencies is governed by Section 11.3 (Correction of Deficiencies) and Section 11.4 (Warranty Work Response) of this Agreement.

5.6.4 If a Deficiency (other than a Cosmetic Deficiency) is found in a Deliverable, or a Deficiency persists following the Consortium's review and recommended revisions to that Deliverable, or if Contractor fails to deliver a Deliverable or revised version thereof with sufficient time for the Consortium to review, evaluate and comment on the Deliverable, the Consortium may, at its option: (a) continue reviewing the Deliverable and require Contractor to continue until Deficiencies (other than Cosmetic Deficiencies) are corrected or eliminated or (b) request Contractor to provide, at its expense, a replacement Deliverable for further review. If following the Consortium's exercise of its option under (a) or (b) above, the Deficiency persists and the Contractor has failed to cure it in a timely fashion, the Consortium may exercise its right to terminate this Agreement as described in Sections 18.1 and 18.2. The Consortium's options under this Section 5.4 shall remain in effect until Acceptance of all of the Deliverables.

5.6.5 The Consortium shall provide its Acceptance when it determines that each Deliverable conforms to its applicable Specifications, including Acceptance

Criteria defined in the applicable DED and has no Deficiencies (other than Cosmetic Deficiencies). The Consortium may, at its option, provide Acceptance of any Deliverable notwithstanding identified Deficiencies; provided however that Contractor shall correct all such remaining and permitted Deficiencies in accordance with this Section.

5.6.6 Contractor shall correct all Cosmetic Deficiencies which remain at Acceptance of the Deliverable and all other Deficiencies permitted by the Consortium to exist at Acceptance of the Deliverable, if any, as soon as reasonably practicable and, in all cases, within thirty (30) days of its Acceptance.

5.6.7 Contractor shall continuously protect all Deliverables and backups therefor from damage, destruction or loss caused by the acts or omissions of Contractor and its staff. During the period Deliverables are in transit and in possession of Contractor, its carriers or the Consortium prior to their Acceptance, Contractor and its insurers, if any, will bear the risk of loss or damage thereto, unless such loss or damage is caused by the negligence or intentional misconduct of the Consortium.

5.7 **Representations Regarding Deliverables.**

By submitting a Deliverable, Contractor represents that, to the best of its knowledge, it has met the Specifications in this Agreement, including applicable DEDs and Acceptance Criteria and all Exhibits thereto. By giving its Acceptance of a Deliverable, the Consortium represents only that it has reviewed the Deliverable and detected no Deficiencies of sufficient gravity to defeat or substantially threaten the attainment of those objectives and to warrant the withholding of Acceptance for the Work completed. The Consortium's Acceptance of a Deliverable does not discharge any of Contractor's responsibilities for comprehensiveness, effectiveness or conformance of the Deliverables and Services, as a whole, to the Specifications, relating to Contractor's obligations under Section 11 of this Agreement.

5.8 **Contractor Report to Consortium Board of Directors.**

Contractor shall provide the Consortium's Board of Directors with a summary report promptly upon the following circumstances: (a) any and all significant or serious Deficiencies, or (b) any circumstances which, if not remedied, will likely have a significant or serious negative impact on the CalSAWS Systems, the design, development or implementation of changes to the CalSAWS System, or the Contractor's Deliverables or Services, including without limitation the cost or time for completion.

6. **PROJECT MANAGEMENT.**

6.1 **General Staffing Requirements and Commitments.**

6.1.1 Contractor is responsible for providing Staff necessary to fulfill the requirements for all Deliverables and Services as required by this Agreement. Contractor is responsible for employing an approach to Staff management that facilitates a productive working relationship with Consortium staff, County staff, other Consortium contractor staff, and State staff/Project Sponsors. The Contractor's Staff will proactively coordinate and work collaboratively with the Consortium. Contractor shall ensure all Staff understand both initial and ongoing

roles and responsibilities, and how the BenefitsCal support team and assignments relate to the overall CalSAWS System and operations.

6.1.2 The Contractor is responsible for ensuring all Contractor Staff clearly understand both initial and ongoing roles and responsibilities, how the team and assignments relate to the Project, and the overall CalSAWS status and plans. The Consortium operates in a multi-contractor environment. Different contractors have responsibilities for different aspects of CalSAWS. Contractor will ensure its Staff work with other contractors' staff cooperatively and collaboratively to achieve the best interests of the Consortium.

6.1.3 All proposed Contractor Staff must have good oral and written communication skills, which includes, but is not limited to, the ability to communicate with diverse groups of users and to convey information technology terms and concepts to non-technical audiences. All Contractor Staff must prepare for, and actively participate in, designated Project meetings and represent the best interests of the Consortium and identify and escalate issues as appropriate. Finally, to facilitate Project progress, Contractor must take all reasonable steps necessary to minimize Staff turnover, particularly for the Key Staff identified below.

6.1.4 The Contractor's Staff will be dedicated to the Project unless otherwise described within the Contractor's approach and approved by the CalSAWS Executive Director. Project work hours are Monday, 12:00 P.M. Pacific Time Zone through Friday, 12:00 P.M., Pacific Time Zone. Project meetings should be limited to this period.

6.1.5 During the BenefitsCal Transition-In period 75% of Work performed by Key Staff must be conducted at an approved Project site as defined in this Agreement unless alternate arrangements are approved in writing by the Executive Director. Consortium Key Staff counterparts will also conform to this model.

6.1.6 In all cases, during the BenefitsCal Transition-In period and afterwards, the Contractor must provide at least one Key Staff person on-site on Monday mornings, 8:00 A.M through 12:00 P.M. and Friday afternoons, 12:00 P.M. through 5:00 P.M.

6.1.7 During the Transition-In period, the Consortium will work collaboratively with Contractor to determine a staffing model that establishes the appropriate level of continuing on-site presence required for all Key Staff and other Staff. Once the Transition-In Tasks are complete and accepted, Contractor will fulfill its ongoing obligations in accordance with the approved staffing model.

6.1.8 After the successful completion of the Transition-In period, Key Staff and other Staff may be required to work on-site per Consortium direction. The Consortium assumes up to 20% of Key Staff and other Staff will work full-time on-site with an additional 10% of Staff working on-site periodically. The Consortium's long-term expectation is to support a remote Staff model.

6.1.9 In the event of one or more Project site relocations, the Contractor will support the transition(s) without interruption of services.

6.2 **Key Staff.**

6.2.1 **Project Manager.**

The Project Manager is responsible for providing day-to-day management of Contractor resources and activities, including overall performance and Agreement compliance. The Project Manager will act as the primary interface with the Consortium Executive Director and Management Team. The Project Manager is responsible for managing the BenefitsCal scope of Services, Contractor Staff, and administering the Contractor's responsibilities under the Agreement. The Project Manager is responsible for ensuring the Agreement receives full support, commitment, and oversight from the Contractor's company to meet or exceed all contractual requirements contained in this Agreement. The Project Manager must have the decision-making authority to bind the Contractor to all terms and conditions in the Agreement. The Project Manager is accountable for Contractor Staff performance.

In addition to the above, the Project Manager responsibilities include, but not be limited to, the following:

- 6.2.1.1 Overseeing the development and delivery of all Contractor tasks, Services and Deliverables and ensuring the quality of those Services and Deliverables, and that they are delivered in accordance with the approved BenefitsCal work schedule.
- 6.2.1.2 Ensuring the Contractor team understands the scope of the Agreement and the role of BenefitsCal within the overall CalSAWS Project, including working effectively with the Consortium and its Delivery Integration Team (DIO), Counties, state, stakeholders, clients and other contractors.
- 6.2.1.3 Participate as part of the DIO Team in the revisions and execution of plans and processes to govern multiple contractors working collectively in the CalSAWS environment.
- 6.2.1.4 Provide executive level reporting and communications to Consortium Executive Directors and Management Team, Joint Powers Authority (JPA) Board of Directors, Project Steering Committee, State program sponsors and other stakeholders.
- 6.2.1.5 Prepare special reports and presentations as needed related to the Project.
- 6.2.1.6 Work cooperatively with the Consortium PMO to resolve escalated issues including, but not limited to, contractual requirements, risk mitigation, BenefitsCal enhancements, and any other issue that requires executive management attention.

- 6.2.1.7 Identify and bring forward technology options and innovation recommendations that will provide the highest value to the Consortium and county business operations.

6.2.2 Project Management Office Lead.

The Project Management Office (PMO) Lead is responsible for the administration of the Project Management Office and overall reporting efforts for the Contractor. The PMO Lead responsibilities include, but are not limited to, the following:

- 6.2.2.1 Work closely with the BenefitsCal Project Manager and provide PMO support for the execution of the Contractor's responsibilities under this Agreement.
- 6.2.2.2 Adhere to the Consortium's Enterprise PCD and other Consortium required processes and procedures.
- 6.2.2.3 Manage and monitor the BenefitsCal Work Schedule that will be incorporated into the Consortium's Master Work Schedule.
- 6.2.2.4 Ensure the Contractor's Staff understands and adheres to Work Schedule activities, Deliverable responsibilities, and Project processes and procedures.
- 6.2.2.5 Lead and support the development and delivery of all Deliverables and Work products, ensuring they meet established quality standards and are delivered in accordance with the approved Work Schedule.
- 6.2.2.6 Provide financial reporting regarding planned and actual monthly expenditures using agreed upon formats.
- 6.2.2.7 Establish and manage BenefitsCal related issue resolution and risk mitigation strategies.

6.2.3 Transition Lead.

The Transition Lead's role spans the six (6) month Transition-In period. This position is responsible for planning, coordination and successful completion of the transition of all responsibilities and functions from the existing contractor to Contractor. Duties and responsibilities of the Transition Lead include, but are not limited to, the following:

- 6.2.3.1 Manage all Transition-In activities and deliver a successful transition.
- 6.2.3.2 Develop, maintain, and deliver a Transition-In Plan (TIP)
- 6.2.3.3 Work collaboratively with the incumbent contractor to accomplish a smooth transition of all BenefitsCal components.

- 6.2.3.4 Minimize impact to end users and county business operations during transition.
- 6.2.3.5 Assist Consortium, Counties, Project Sponsors, and Program Partners in understanding transition-in activities, timelines and impacts to other Consortium initiatives, BenefitsCal releases, and Tasks.
- 6.2.3.6 Identify and communicate with internal and external stakeholders/advocates on transition activities as needed.
- 6.2.3.7 Work with the Project Manager in closing out Transition activities.

6.2.4 **Application Manager.**

The Application Manager is responsible for planning, managing, implementing, and monitoring BenefitsCal application changes, with an emphasis on the overall management of the UCD, UX and the SCR process. The Application Manager will work with the Consortium to provide an overall strategy for upcoming release planning in order to maximize use of the Consortium's BenefitsCal budget to meet identified policy and priorities. The Application Manager will confirm the Contractor's application team contains the necessary skill set and experience to carry out application functions required by the SDLC. In addition, the Application Manager is responsible for working closely with the design, development and test teams in support of Consortium, county, state, advocate, and client activities. The Application Manager will coordinate with these groups to identify, research, and resolve questions and communicate insights to shape the user experiences. The duties and responsibilities of the Application Manager include, but are not limited to, the following:

- 6.2.4.1 Manage the day-to-day activities and all aspects of the Contractor's Application Staff.
- 6.2.4.2 Plan, prepare for, and manage application maintenance tasks and resources in accordance with the approved Work Schedule.
- 6.2.4.3 Oversee the SCR requirements management processes, including monitoring and assessing issues that relate to requirement changes and potential impacts to associated systems.
- 6.2.4.4 Confirm UCD processes and User Experience (UX) methodologies have been applied, where applicable to improve the User experience for stakeholders, including the public.
- 6.2.4.5 Ensure the Consortium, counties, state, advocate and client input are included in UCD activities throughout the design and development processes and will oversee the design and usability of the BenefitsCal application.

- 6.2.4.6 Identify and proactively bring forward options that will provide the most efficient and effective engagement of users, and the best value to the Consortium, Counties, and stakeholders.
- 6.2.4.7 Confirm that documentation of defect remedies and SCRs are accurately reflected in the appropriate Deliverable.
- 6.2.4.8 Lead application scope management and the evaluation of potential application scope changes.
- 6.2.4.9 Work with the Consortium to prioritize and coordinate release content and effort based on the BenefitsCal SCR queue, service requests, third-party applications and/or other CalSAWS components.
- 6.2.4.10 Work as part of the Consortium continuous improvement efforts for the BenefitsCal SCR process to enable rapid releases into production.
- 6.2.4.11 Communicate plans for key application changes.
- 6.2.4.12 Deliver timely changes, enhancements, associated deliverables, and defect remedies.
- 6.2.4.13 Assess proposed enhancements for design alternatives based on all identified constraints, such as cost, schedule, usability, maintainability, and reliability.
- 6.2.4.14 Lead the development of all application related Deliverables and work products.
- 6.2.4.15 Document and maintain all required detailed design documentation.
- 6.2.4.16 Perform risk analysis to identify security issues and remediating plans. Identify and/or mitigate operational risks where appropriate.
- 6.2.4.17 Work with the CalSAWS Operations Service Desk Lead and manage Tier 3 support for application tickets that occur in non-production and Production environments and questions received through the AskCalSAWS mailbox.

6.2.5 **Product Manager.**

The Product Manager contributes to and manages the shared vision and desired outcomes of BenefitsCal by working with the Consortium, the Counties, the state, and other stakeholders, including the public. The Product Manager identifies users' unmet and underserved needs, systemically designs solutions to meet those needs, and validates the usefulness and value of these solutions. The Product Manager identifies and maintains the key objectives of BenefitsCal and

considers how proposed changes and enhancements can be modified, designed, or sequenced to support the BenefitsCal vision and desired outcomes. The Product Manager works closely with the Application Manager and other staff to ensure user voices are given priority and are incorporated into BenefitsCal design processes. The duties and responsibilities of the Product Manager include, but are not limited to, the following:

- 6.2.5.1 Lead cross-functional teams of researchers, designers, engineers, and other subject matter experts in the development of product scope, goals, and strategy, including aligning teams and stakeholders around a shared vision and desired outcomes.
- 6.2.5.2 Develop and maintain a list of the core outcomes and metrics for BenefitsCal based on user needs and the agency and product's objectives; obtain approval from the Consortium and the state and input from other stakeholders, including the public; make evidence-based product decisions.
- 6.2.5.3 Oversee efforts to discover new user needs and incorporate ongoing feedback to iteratively improve BenefitsCal over time.
- 6.2.5.4 Ensure UCD processes and User Experience (UX) methodologies have been applied, where applicable, to understand the problems to be solved and how proposed changes and enhancements to BenefitsCal may best address those problems.
- 6.2.5.5 Ensure input from users, the Consortium, Counties, state, and other stakeholders is included in UCD activities throughout the design and development processes and oversee the design and usability of the BenefitsCal application.
- 6.2.5.6 Identify and proactively bring forward solutions that will provide the most efficient and effective engagement of users, streamline service delivery, and bring the most value to users, the Consortium, Counties, state, and other stakeholders.
- 6.2.5.7 Monitor and actively contribute to the prioritization of SCRs and other enhancement requests and propose adjustments to create the most value and align with the vision and desired outcomes for BenefitsCal.
- 6.2.5.8 As part of the prioritization of SCRs and enhancements, propose when appropriate clustering and sequencing of related changes to provide transformational impact to BenefitsCal users.
- 6.2.5.9 Manage, own, and maintain a master list of proposed changes and enhancements, including details on planned start, actual start, planned completion, actual completion, and other relevant details that can be readily shared with the Consortium, Counties, the state, and other stakeholders.

- 6.2.5.10 Oversee experiments to measure the impact of messaging strategies and the effect on applications, completions, and approvals.

6.2.6 User Center Design (UCD) Lead

The User Centered Design (UCD) Lead serves as the Project expert on UCD practices and methodologies, drives the development of innovative UCD solutions and provides thought leadership. With the purpose of increasing end-user participation and system usability and user experience, the UCD lead will focus on the needs, preferences, and behaviors of the end users of the BenefitsCal system and create solutions that are intuitive, accessible, and applicable for end users, while also meeting the goals and requirements of Project sponsors and stakeholders. The UCD Lead will oversee the conduct of business analysis projects and may supervise lower-level analysts and direct others in both planning and structuring the work and executing the expected levels of deliverable quality. The duties and responsibilities of the UCD Lead include, but are not limited to, the following:

- 6.2.6.1 Adopt the Consortium's UCD best practices and create new methods and tools, such as research, prototyping, usability testing, and evaluation to understand the Users and their context and design and iterate solutions based on User feedback.
- 6.2.6.2 Work with SCR teams to plan, prioritize and deliver UCD work products, including use cases, prototypes, and usability studies.
- 6.2.6.3 Serve as the Project expert on UCD and promote, teach, explain UCD thinking, concepts and techniques.
- 6.2.6.4 Advocate for the Users' perspective. Ensure that the voices of Consortium's stakeholders, including end users, community organizations and project sponsors are given priority in the design of new solutions.
- 6.2.6.5 In collaboration with the Public Communications Lead, conduct User research to understand the needs and goals of the target users, analyzing and synthesizing the data to create use cases, developing design concepts and prototypes, testing and evaluating the solutions with Users and Stakeholders, iterating and refining design solutions based upon test results and feedback, and communicating with the Application Manager and the Project team members to ensure alignment with objectives.
- 6.2.6.6 Identify and cultivate relationships with strategic partners who can provide design expertise for application changes and develop solutions that contribute to the enhancement of the UCD processes.
- 6.2.6.7 Advise Consortium leadership and stakeholders on the quality and effectiveness of the UCD processes used and prepare for

and conduct retrospective reviews and continuous improvement activities.

- 6.2.6.8 Demonstrate the understanding of how technical constraints and opportunities inform design solutions.

6.2.7 **Test Manager.**

The Test Manager oversees and monitors testing activities from the creation of test scripts through all testing phases, including unit, System, integration and performance testing. This position will support the Consortium-led County Validation testing efforts. Central to this role is the management of the SCR test process. The manager will confirm the Contractor's Test team contains the necessary skill set and experience to carry out application test functions required by the SDLC. This position is also responsible for release management and will coordinate with the Application Manager to plan, structure, coordinate, deploy and manage releases. The duties and responsibilities of the Test Manager include, but are not limited to, the following:

- 6.2.7.1 Adopt the Consortium's Test Plan and recommend new methods and/or tools such as for usability testing, regression testing, and test reporting.
- 6.2.7.2 Manage the day-to-day activities of the Contractor's Test Team.
- 6.2.7.3 Oversee planning, development, and execution of BenefitsCal testing.
- 6.2.7.4 Lead and coordinate with the development, business, and technical teams to execute all testing activities.
- 6.2.7.5 Coordinate and support the Consortium-lead County Validation testing efforts.
- 6.2.7.6 Plan, develop, review, and maintain the release schedule in conjunction with the Consortium.
- 6.2.7.7 Oversee and conduct BenefitsCal Release Readiness reviews.
- 6.2.7.8 Track all test defects.
- 6.2.7.9 Assist the Consortium in determining defect severity levels for all defects.
- 6.2.7.10 Track all defects through retest and timely resolution.
- 6.2.7.11 Provide and communicate test metrics and progress reports.
- 6.2.7.12 Participate in the Certification of Successful Production Release process as defined within the BenefitsCal Services Plan.

6.2.8 Public Communications Lead.

The Public Communications Lead is responsible for developing, implementing, directing and managing a comprehensive, integrated communications and internal and external public relations program designed to ensure communications of stakeholder and Consortium priorities and promote key organizational services and programs to increase public awareness of the BenefitsCal System. This position works closely with the CalSAWS Executive Team, CalSAWS Application Manager, Contractor Application Manager, Consortium internal and external stakeholder leads, and the public. The duties and responsibilities of the Public Communications Lead include, but are not limited to, the following:

- 6.2.8.1 Lead the development and implementation of a comprehensive marketing and communications program designed to communicate BenefitsCal services and programs and foster community relationships through BenefitsCal initiatives.
- 6.2.8.2 Oversee, plan, and manage all publicity related BenefitsCal special events and provide tactical direction to staff in carrying out marketing, communications and customer service functions.
- 6.2.8.3 Lead the development of materials in support of BenefitsCal marketing strategies including publications, electronic communications and multimedia presentations.
- 6.2.8.4 Develop, implement, and plan both electronic and web-based communication for the implementation of public relations strategies; utilizing current and emerging technologies to best reach target audiences.
- 6.2.8.5 Develop and oversee the production of reports and printed materials intended to market and promote the service of BenefitsCal.
- 6.2.8.6 Consult with and provide oral reports and presentations on BenefitsCal related issues to the JPA, Consortium Executive leadership, PSC and other Consortium teams, and stakeholder groups.
- 6.2.8.7 Expand the Consortium strategic partnerships with public and private organizations to garner BenefitsCal support and Stakeholder collaboration to maximize BenefitsCal visibility and community reach.
- 6.2.8.8 Cultivate relationships with media outlets and shape and direct stories about BenefitsCal programs and services. Manage media relationships, research editorial opportunities and build relationships with key industry media.

- 6.2.8.9 Lead and supervise graphic arts initiatives and establish quality content and design of informational and promotional materials for public distribution.
- 6.2.8.10 Oversee and take creative lead of all production of BenefitsCal print, web and other marketing materials. Create and maintain standards and quality control of BenefitsCal internal and external communications.
- 6.2.8.11 Create opportunities with external stakeholders in branding, marketing, public relations and public affairs; members of the news media; and vendors. Build and maintain key strategic relationships with external stakeholders and local media to establish branding opportunities to increase BenefitsCal visibility through web, print, broadcast and events.

6.2.9 **Security Manager.**

The Security Manager is responsible for cybersecurity solutions, privacy, protection of digital information, and security compliance related to the BenefitsCal Project. This position will work closely with the Consortium and other CalSAWS contractor security teams. The duties and responsibilities of the Security Manager include, but is not limited to, the following:

- 6.2.9.1 Planning, implementing, managing, monitoring, and upgrading security solutions to defend against hacking, malware, ransomware, and other threats to Data, BenefitsCal, and networks.
- 6.2.9.2 Maintaining, enforcing, and documenting BenefitsCal security policies and procedures that align with current industry standards and Privacy and Security Agreements (PSAs) among CalSAWS, California State agencies, and other CalSAWS contractors.
- 6.2.9.3 Serving as a resource regarding matters of information security and reports status of ongoing information security activities to CalSAWS Executive Director or designee(s).
- 6.2.9.4 Supporting the development/adoption and enforcement of Information Security policies, procedures, and standards.
- 6.2.9.5 Providing timely notification to the Consortium and Project sponsors of security breaches.
- 6.2.9.6 Coordinating with the Consortium and other CalSAWS contractors in responding to information security data calls, audit requests, and reporting.
- 6.2.9.7 Working with the Consortium to implement, monitor, and maintain appropriate security measures, best practices, controls,

and mechanisms to guard against unauthorized access to electronically stored and/or transmitted Data and protect against reasonably anticipated threats and hazards.

- 6.2.9.8 Performing ongoing security monitoring of Systems.
- 6.2.9.9 Identifying and mitigate all security weaknesses, threats, and vulnerabilities in all BenefitsCal operational entities.
- 6.2.9.10 Conducting penetration testing, exercises, analyses and simulation on security incidents and response capabilities to determine effectiveness; document results.
- 6.2.9.11 Implementing and enforcing policies and procedures, which include standards for incident handling (FTI, PHI, etc.).
- 6.2.9.12 Responding to security breaches.
- 6.2.9.13 Providing root cause analysis and remediation of security issues.

6.3 **Documentation of Staff Organization.**

6.3.1 **Contractor Organizational Chart.**

Contractor's organization chart for the Contractor's Project team and the names of mutually agreed Key Staff must be provided to the Consortium's Executive Director. Any such Key Staff shall be subject to the Consortium Executive Director's approval. In the event of the disability, illness, grave personal circumstances, or separation from employment of an individual in a Key Staff position, that individual may be replaced but the replacement person must still be approved by the Consortium's Executive Director in writing. Except in the circumstances identified, Key Staff shall not be modified or removed except upon the express written approval of the Consortium's Executive Director.

6.3.2 **Contractor Staff Matrix**

Contractor agrees to make available to the Consortium a matrix of all Staff working on the Project under this Agreement along with their experience, and to maintain that matrix for changes as they occur. This matrix shall include all full or part-time staff names, working titles, a brief description of each position, and the average monthly hours worked or to be worked. Contractor shall also provide to the Consortium résumés and two (2) references for all Key Staff prior to commencing work pursuant to this Agreement.

6.4 **Consortium's Right to Approve/Disapprove Contractor Staff.**

During the term of this Agreement, the Consortium reserves the right to approve or disapprove Contractor's Staff, to approve or disapprove any proposed changes in such Staff, or to require the removal or reassignment of any Contractor or Subcontractor Staff found unacceptable by the Consortium, to the extent permitted by law. Consortium

approval of Contractor Staff or proposed changes in Contractor Staff will not be unreasonably withheld.

6.5 Replacement of Contractor Staff

All Staff proposed by Contractor as replacements for other Staff shall have comparable or greater skills to perform the Project activities as were performed by the Staff being replaced. Contractor assumes sole and full responsibility for its acts and the acts of its Staff. Contractor understands and agrees that the Consortium does not assume liability for the actions of Contractor's Staff. Contractor shall ensure that any transition to new Staff will not affect the quality or timeliness of work performed pursuant to this Agreement. Any replacement of Contractor Staff shall be accomplished in a period no longer than two (2) weeks following the departure of the predecessor Staff personnel, or such other period of time as may be agreed to by the Consortium's Executive Director.

6.6 Restrictions on Reassignment of Key Staff.

Contractor shall not remove from the Project the Key Staff, nor temporarily reassign or reduce the time of the Key Staff to the Project or divide the time of the Key Staff between the Work on this Agreement and any other project or task, event or activity unrelated to the Agreement, except in the event of: illness; retirement; disability; termination of employment or completion of assignments as defined in the BenefitsCal Services Plan or otherwise leaving Contractor's employment; or by mutual agreement of the parties. The Consortium shall not arbitrarily or capriciously withhold agreement to such removal, reassignment, reduction, or division of time of Key Staff and shall work with Contractor in scheduling Key Staff and Staff vacations or other reasonable and foreseeable absences from the Project. The Consortium shall also not arbitrarily or capriciously withhold agreement to reasonable absences from the Project by Key Staff or Staff for training, corporate meetings, or personal emergencies. In the event Contractor finds it necessary to replace Key Staff due to one of the circumstances described in this Agreement, Contractor shall present to Consortium two (2) alternative replacements to the Consortium for its approval. Consortium shall have the sole right and discretion to select the replacement Key Staff from the two proposed replacement presented to it by Contractor.

6.7 Claims by Contractor's Staff

Any claim made by any person arising out of employment or alleged employment with Contractor (including, but not limited to, claims of discrimination, harassment, or retaliation against Contractor, its officers, or its agents) are the sole responsibility of Contractor and are not the responsibility of the Consortium or State. Contractor will indemnify and hold the Consortium, the Counties, and State, as well as their officer, employees, and agents, harmless from any and all such claims asserted against the Consortium, the Counties, or State. Any person who alleges a claim arising out of employment or alleged employment with Contractor will not be entitled to any compensation, rights, or benefits from the Consortium.

6.8 Subcontractors.

6.8.1 Contractor may, with prior written permission from the Consortium, enter into subcontracts with third parties for the performance of any part of Contractor's

duties and obligations under this Agreement. Any such approval may be rescinded by the Consortium in its reasonable discretion if the Subcontractor's performance is materially deficient or noncompliant or if any conduct by Subcontractors utilized by Contractor violates any provision of this Agreement and such violation is not cured after written notice as set forth in Sections 11.4. Contractor is responsible and liable for the proper performance of, and the quality of any work performed by, any and all of its Subcontractors. In addition, Contractor's use of any Subcontractor shall not affect the full and complete applicability and enforceability of any and all warranties provided by Contractor pursuant to this Agreement. In no event shall the existence of a subcontract operate to release or reduce the liability of Contractor to the Consortium for any breach in the performance of Contractor's duties. All subcontracts will be made in writing and copies provided to the Consortium. The Consortium has the right to refuse reimbursement for obligations incurred under any subcontract that does not comply with the terms and conditions of this Agreement.

6.9 Accounting Requirements.

6.9.1 Contractor shall establish and maintain an accounting system with procedures and practices in substantial accordance with generally accepted accounting principles. The accounting system shall maintain records pertaining to the Deliverables and Services and all Charges and other costs and expenditures payable by Consortium under this Agreement, and the Charges properly applicable to the Agreement shall be readily ascertainable therefrom.

6.9.2 Records and procedures pertaining to the calculation and invoicing of Charges for the Project are subject to the Consortium's and State review. Such procedures, and records relating to the calculation and invoicing of Charges shall be made available to support a Consortium, Counties, State, or federal audit at any time during the term of this Agreement and for five (5) years thereafter during the applicable records retention period.

6.10 Records Retention and Access Requirements.

6.10.1 Subject to confidentiality privileges provided by law, Contractor shall agree to the conditions of all applicable federal and State regulations, which are incorporated in this Agreement by this reference, regarding retention and access requirements relating to all financial and programmatic records, supporting documents, statistical records, and other records pertaining to this Agreement. In addition, Contractor shall comply with all record retention requirements and access to such records for the Consortium, State, and federal government officials as required by applicable law.

6.10.2 Contractor shall prepare, maintain and preserve all writings, documents, records, and other tangible compilations of data, regardless of the media in which they are maintained, that were prepared or compiled by Contractor and its Subcontractors in performing the Services under this Agreement for a minimum of five (5) years from the termination or completion of this Agreement, or until such records and their supporting documentation are released due to closure of a Consortium, State, or federal audit in process at the expiration of such five (5) year period, whichever is longer.

6.10.3 Records involving matters in litigation related to this Agreement shall be kept for three (3) years following the termination of litigation, including all appeals.

6.10.4 Contractor shall work with any Consortium-appointed or retained auditor to provide the information necessary for its independent assessment of Contractor's compliance with the Agreement. Contractor agrees to make internal records, personnel, project control systems and other support information available on a reasonable basis as requested by such auditor on behalf of the Consortium subject to the provisions of Section 6.12 (Inspections). At no time will the Consortium have the right to any information relating to Contractor's profits in providing Services; records or minutes of Contractor's internal management meetings unrelated to the Project; records relating to Contractor's employees protected by law from disclosure; Confidential Information relating to Contractor's suppliers or customers; or legally privileged information.

6.10.5 Contractor agrees that its financial records shall contain itemized records of all Charges payable by Consortium related to its performance under this Agreement and be available for inspection by the Consortium within ten (10) working days of the request by the Consortium, County, State, or federal agencies. Unless otherwise required by law, nothing in this Section 6.6.5 shall require Contractor to disclose information regarding the Contractor's internal costs and overhead.

6.11 Inspections.

The Deliverables and Services being provided by Contractor and its Subcontractors, if any, pursuant to this Agreement shall be available for inspection and review at any reasonable time by representatives of the Consortium, Counties, State, and federal agencies, who shall, at all reasonable times, have the right to enter Contractor's business facilities, business premises or such other business locales where duties under the Agreement are being provided to inspect, monitor, or otherwise evaluate the Deliverables and Services, subject to Contractor's reasonable security requirements and upon reasonable advance written notice to Contractor. Contractor and all Subcontractors must provide reasonable access to all facilities and assistance to the Consortium, County, State and federal government authorized representatives. All inspections and evaluations shall be performed in such a manner as will not unduly delay work. Without in any way limiting the generality of the foregoing, Contractor shall agree that federal, State, County and Consortium representatives shall have access to and the right to examine, audit, inspect and copy all records, documents, billings and other items described in this Section, including without limitation those of any Subcontractor, during the term of this Agreement and during the five (5) year period thereafter. During the term of this Agreement, the access to these items will be provided in Sacramento County, California at reasonable times as requested by the Consortium. Inspections and audits will be limited solely to environments dedicated to the performance of Services under this Agreement.

6.12 Staff Background Checks.

Due to the confidential nature of the information and materials which will be accessible to Contractor, Contractor shall perform criminal background checks on Contractor Staff,

including Subcontractor Staff, proposed on the Project to the extent permitted by law. In addition, Contractor shall conduct reference checks on Contractor Staff proposed to be used on the Project, including all Subcontractors and their personnel, and the Consortium reserves the right in its sole discretion to reject any proposed Staff as a result of information produced by such reference checks or additional sources of information. All criminal background and reference checks will be conducted in manner consistent with federal and California state law. The results of such reference checks shall not be disclosed by the Consortium unless required by applicable federal or state law.

6.13 Supplemental Contracts.

6.13.1 Contractor acknowledges that the Consortium has entered into one or more agreements to develop a cloud-hosted statewide automated welfare system and that this Agreement is entered into, in part, to provide BenefitsCal Deliverables and Services that are compatible with this statewide system. Contractor further acknowledges that the Consortium may undertake and award more supplemental contracts for work related to this Agreement, or any portion thereof. Contractor shall fully cooperate with all other contractors and vendors (including but not limited to equipment suppliers and third party licensors) and the Consortium in all cases in which work undertaken pursuant to this Agreement overlap or intersect with the work done by other contractors or vendors. Contractor shall ensure that all Subcontractors shall abide by this provision. It is understood and agreed by the parties hereto that Contractor shall not be responsible for the acts or failures to act of the Consortium, or any other contractors or vendors performing work under agreements other than this Agreement or for any delays which may be caused by the Consortium. Notwithstanding the preceding sentence, Contractor shall be responsible for delays of, or acts or failures to act of, such other contractors or vendors to the extent such delays, or acts or failures to act are caused by or due to the fault of Contractor or its failure to take reasonable steps to mitigate the effect of such delays caused by such other contractors or vendors.

6.13.2 Contractor shall continue to perform its obligations that are not affected by the work of other contractors or vendors and shall mitigate any impact on Contractor from such delays caused by the Consortium's other Contractors or vendors.

7. PAYMENTS; INVOICING; AND RELATED FINANCIAL TERMS.

7.1 Total Maximum Contract Sum

7.1.1 General.

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 BenefitsCal Deliverables and Services shall not exceed Fifty Seven Million Three Hundred Ninety Seven Thousand One Hundred Forty Eight Dollars (\$57,397,148.00). This Total Maximum Contract Sum is inclusive of all of the following,

except the Twenty Million Dollars (\$20,000,000.00) in Change Allowance listed below:

The Contract Sum for BenefitsCal Transition-In Staff Loading (Schedules 2 and 3) shall not exceed Five Million One Hundred Ninety Two Thousand Forty Two Dollars (\$5,192,042.00).

The Contract Sum for BenefitsCal Software (Schedule 4) shall not exceed One Million Three Hundred Ninety Seven Thousand Thirty Six Dollars (\$1,397,036.00).

The Contract Sum for BenefitsCal Services and Staff Loading (Schedules 5 and 6) shall not exceed Fifty Million Eight Hundred Eight Thousand Seventy Dollars (\$50,808,070.00).

Total Change Allowance is \$20,000,000.00

7.1.2 Optional Year Pricing.

Should the Consortium elect to extend the BenefitsCal Services being provided by Contractor pursuant to Section 4.2, the Contract Sum for such extended BenefitsCal Services shall not exceed Forty Two Million Four Hundred Fifty Eight Thousand One Hundred Seven Dollars. (\$42,458,107.00) (Schedules 7.1-7.4)

7.1.3 BenefitsCal Services Hourly Rate Card

Contractor's charges for BenefitsCal Services shall be consistent with its BenefitsCal Hourly Rate Card (Schedule 8).

7.1.4 BenefitsCal Services Change Order Rate Card.

Contractor's charges for Services performed pursuant to an approved Change Order shall be consistent with its BenefitsCal Services Change Order Rate Card (Schedule 9).

7.2 No Increases.

Contractor shall not increase the Contract Sums or the Total Maximum Contract Sum during the term of this Agreement, except as specifically permitted herein or as otherwise mutually agreed to by the Parties in writing and pursuant to Section 8 (Change Orders).

7.3 Costs Excluded from Total Maximum Contract Sum.

7.3.1 Taxes.

The Consortium is exempt from federal excise taxes, and no payment shall be made for any personal property taxes or income taxes levied on Contractor or on any taxes levied on employee wages. The Consortium will only pay for any State or local sales or use taxes, if any, on the Services or Deliverables provided to the Consortium in accordance with this Agreement.

7.3.2 Transportation and Insurance Costs.

The costs associated with transportation, delivery, and insurance for each Deliverable and Service provided pursuant to this Agreement shall be paid for by Contractor.

7.3.3 Contractor Expenses.

Contractor will be solely responsible for Contractor's travel and other out-of-pocket expenses incurred in connection with providing the Deliverables and Services required by this Agreement. Contractor will be responsible for payment of all expenses related to salaries, benefits, employment taxes, and insurance for its Staff.

7.4 Invoices.

7.4.1 Invoices for Deliverables and Services.

Contractor shall submit detailed, correct invoices in accordance with the Consortium's standard invoicing requirements to the Consortium Executive Director for all amounts to be paid by the Consortium pursuant to this Agreement for all Deliverables and Services. Contractor shall submit invoices for all charges for BenefitsCal Deliverables, which received Acceptance in the previous month and all BenefitsCal Services provided in the prior month in accordance with the terms of the Agreement. All invoices submitted must meet with the approval of the Consortium Executive Director or designee prior to payment. Invoices shall include all information reasonably requested in writing by the Consortium, including, without limitation, this Agreement name and reference number, Federal Tax Identification Number, itemization of each Deliverable or Service provided for which payment is requested, the number of hours expended for each Deliverable or Service included in the invoice and the hourly rate charged for each discrete item of Work, and the total amount due. The Consortium shall have the right to dispute any invoices submitted for payment by Contractor.

7.4.2 Invoices for Software.

Contractor shall submit detailed, correct invoices in accordance with the Consortium's standard invoicing requirements to the Consortium Executive Director for all amounts to be paid by the Consortium pursuant to this Agreement for Software. Contractor shall submit invoices for all charges for Software incurred by the Contractor in the previous month at the pricing levels agreed to by the Consortium and Contractor. Contractor's invoices shall include as backup all invoices from third-party vendors from whom Software have been obtained but Contractor may redact or remove pricing information from such third-party invoices. Invoices for Software may only be submitted following the Consortium's Acceptance of such Software. Invoices for Software must otherwise meet all requirements for invoices as described in section 7.4.1 above, except as expressly provided otherwise in this section.

7.4.3 SCR Invoicing

As defined at Section 2.82 of this Agreement, CalSAWS System Change Requests (SCR) are utilized when any new or updated system functionality to the CalSAWS System is needed or recommended. Whenever a SCR is proposed through a state policy letter, a request from a County, an enhancement request submitted by the Collaboration Model group, the Consortium, or the Contractor, and the Parties have agreed that work will proceed on a proposed SCR, invoicing for the work done on the approved SCR will be billed using an average hourly rate for the work done by Contractor on that SCR.

7.5 Payments.

Except as otherwise provided in this Agreement, and subject to the Consortium's receipt of correct invoices, exercise of its remedies, and Contractor's performance of its obligations hereunder, the Consortium shall pay Contractor the amounts invoiced as set forth in subsections 7.4.1 and 7.4.2 above. Consortium shall pay for each Deliverable that has received Acceptance and for Services for the time expended in each month multiplied by the labor rate described in the BenefitsCal Price Proposal for BenefitsCal Services provided to the Consortium. The Charges for Deliverables and Services must conform to the current approved budget for the Project for each applicable state fiscal year. Consortium shall pay for all Software and telecom services at amounts agreed upon by the Consortium and Contractor. Consortium will seek to pay all invoices within thirty (30) days of presentation. The Consortium will holdback ten percent (10%) of each monthly invoice during the Transition-In period. The ten percent (10%) holdback for invoices during the Transition-In period will be released to Contractor ninety (90) days following Final Acceptance of all Deliverables to be performed and completed as part of the Transition-In process.

7.6 Funding.

7.6.1 Lack of Funding; Conditions Subsequent.

The parties acknowledge and agree that the BenefitsCal Project is dependent upon the availability of County, State and federal funding. If funding to make payments in accordance with the provisions of this Agreement is not forthcoming from any County Board of Supervisors, the State Legislature, or the federal government, or is not allocated or allotted to the Consortium by the State Department of Finance for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of the Consortium to make payments after the effective date of such non-allocation or non-funding, as provided in the notice, will cease and terminate.

7.6.2 Delayed or Reduced Funding; Conditions Subsequent.

If funding, to make payments in accordance with the provisions of this Agreement, is delayed or is reduced from the State or the federal government for the Project, or is not allocated or allotted in full to the Consortium by the State Department of Finance for this Agreement for periodic payment in the current or any future fiscal period, then the obligations of the Consortium to make payments will be delayed or be reduced accordingly. If such funding is reduced, the Consortium, in its sole discretion, but following consultation with Contractor, shall determine which aspects of the Project shall proceed and which Services shall be performed, with Contractor's costs related to such Services and Deliverables

determined in accordance with those in the Price Proposal. In this situation, the Consortium shall pay Contractor for Services and Deliverables provided prior to Consortium providing Notice of the loss of funding. Any obligation on the part of the Consortium to pay Contractor will not extend beyond the end of the Consortium's then current funding period.

7.6.3 No Damages.

The Consortium, through its agents and employees, will exercise reasonable efforts to obtain the necessary funding to pay Contractor in accordance with this Agreement and all its terms. Contractor expressly agrees, however, that no penalty or damages shall be applied to, or shall accrue to, the Consortium, or to any of the Counties or the State, in the event that the necessary funding to pay under the terms of this Agreement is not available, not allocated, not allotted, delayed or reduced. Notwithstanding the above, Consortium agrees to pay all invoices for goods, Services, and Deliverables in accordance with the terms for payment set forth in Section 18.5.2 of this Agreement.

7.7 Overpayments to Contractor.

Contractor shall promptly, but in all cases within thirty (30) days, pay to the Consortium the full amount of any erroneous payment or overpayment upon notice of an erroneous payment or overpayment to which Contractor is not entitled. The Contractor shall have the right to dispute any finding of erroneous payment or overpayment by the Consortium through the dispute resolution process set forth in Section 17 of this Agreement if the Parties are unable to agree mutually to a resolution of the payment issue.

7.8 Advance Payments Prohibited.

No advance payment shall be made for Deliverables or Services furnished by Contractor pursuant to this Agreement. No compensation or payments of any nature will be made in advance of the receipt of an invoice pursuant to Section 7.4.

7.9 Credits.

Any credits due the Consortium under this Agreement may be applied against Contractor invoices with appropriate information attached, upon giving of prior notice required herein, if any, by the Consortium to Contractor.

7.10 No Additional Consideration.

Except as expressly provided in this Agreement, Contractor shall not be entitled to nor receive from the Consortium any additional consideration, compensation, salary, wages, or any other type of remuneration for Deliverables or Services provided under this Agreement beyond the specific types of remunerations specified in this Agreement.

8. CHANGE ORDERS.

8.1 General.

The Consortium reserves the right to change any portion of the Deliverables or Services required under this Agreement and any other provisions of this Agreement. All such changes shall be accomplished pursuant to this Section 8.

8.2 Issuance of Change Orders.

The Consortium may, at any time by a written Change Order, make changes to the Project that are within the scope of the Agreement. Such changes may include, without limitation, revisions or additions to BenefitsCal Deliverables or Services. All Change Orders shall be subject to requirements and limitations in applicable federal, State and County law.

8.3 Contractor Proposal.

Contractor shall respond in writing to a Change Order request within ten (10) days of receipt or as otherwise agreed to by the parties, advising the Consortium of any cost and schedule impacts. The Consortium will not pay for Contractor's efforts in responding to a Change Order request. When the Change Order involves a cost impact, Contractor shall advise the Consortium in writing of the claimed cost impact, including a breakdown of the number of staff hours and/or additional requirements by level of personnel needed to effect this change.

8.3.1 Details.

The Consortium will provide Contractor with Change Orders containing a detailed statement of the purpose, objective, or goals to be undertaken by Contractor pursuant to the Change Order. In its response to the Change Order, Contractor shall provide details regarding the job classifications and approximate skill levels of the personnel necessary to effectuate the work detailed in the Change Order, an identification of all Deliverables and Services to be provided by Contractor pursuant to the Change Order, a time schedule for the completion of the work detailed in the Change Order, completion criteria for the work to be performed, the name and identification of Contractor personnel to be assigned, Contractor's work hours required to accomplish the purpose, objective, or goals, Contractor's billing rates per work hour, and Contractor's total cost for the Change Order.

8.4 Agreement on Change Order.

The Project Manager and Consortium Executive Director shall negotiate in good faith and in a timely manner as to the price and the impact on the Schedule of any Change Orders. If the Parties reach an agreement in writing the Consortium Executive Director shall submit the written Change Orders for review and evaluation by the Consortium Board of Directors, except that the Consortium Executive Director shall have the authority to approve written Change Orders that do not result in an increase in the Total Maximum Contract Sum for all Deliverables and Services provided pursuant to this Agreement. Upon the express written approval of the Consortium Board of Directors or the Consortium Executive Director as applicable, the Change Order will be incorporated into, and become a part of, this Agreement and Contractor shall begin to work on the Change Order. Such Change Orders shall in no way constitute an

agreement other than as provided pursuant to this Agreement nor in any way amend or supersede any of the other provisions of this Agreement.

8.5 Disagreement on Change Order.

If the Parties are unable to reach an agreement in writing within fifteen (15) days of Contractor's response to a Change Order pursuant to Section 8.4, the Executive Director, if and to the extent authorized by the Consortium Board of Directors, may, acting reasonably, make a determination of the impact on the Total Maximum Contract Sum and the schedule for the BenefitsCal Project at which point Contractor shall proceed with the work according to such adjustments as determined by the Executive Director, subject to Contractor's right to appeal the Consortium Executive Director's determination of the price and/or Schedule pursuant to Section 17 (Dispute Resolution Process). Nothing in this Section shall in any manner excuse Contractor from proceeding diligently with performing its obligations under this Agreement as changed by the Change Order.

8.6 Termination and/or Use of Third Party.

If Contractor fails or refuses to perform the work prescribed in a Change Order, or if Contractor has appealed the Consortium's determination that Contractor must proceed with performing the work prescribed in the Change Order, and the parties have been unable to resolve the dispute in accordance with the procedures in Section 17 the Consortium shall have the right to immediately terminate this Agreement for such a refusal, which shall be deemed a termination based on Contractor's default. In addition, the Consortium may engage the services of a third party to perform the Change Order if Contractor fails or refuses to perform the work prescribed by a Change Order, or if the parties are unable to agree on the terms of a Change Order.

9. CONSORTIUM PROPERTY.

9.1 Ownership.

Title to all property furnished by the Consortium shall remain with the Consortium. Title to all property purchased by Contractor, and for which Contractor has been reimbursed by the Consortium under this Agreement, shall pass to and vest in the Consortium upon Acceptance of the applicable Deliverable in which the property is included.

9.2 Use of Property.

Any property furnished to Contractor shall, unless otherwise provided in this Agreement, or approved in writing by the Consortium's Executive Director, be used only for the performance of Contractor's obligations under and subject to the terms of this Agreement.

9.2.1 Location of Work.

Contractor will maintain a significant on-site presence at CalSAWS' business locations during the Transition-In periods. Until the transition is complete and accepted, Contractor will meet all Transition-In staffing requirements set forth in Section 6.1.4 and 6.1.5 of this Agreement. Other Staff will work on-site as necessary to fulfill their responsibilities and complete their assigned project Tasks.

Work under this Agreement shall be performed primarily at the CalSAWS North Project site but with some technical work performed at the CalSAWS South Project site. Contractor is responsible for coordination between the Contractor's Staff, the CalSAWS Project team (Consortium and Contractor) and State representatives at the CalSAWS North Project site, and with the team located at the CalSAWS South Project site.

Meetings may occur in the greater Sacramento area and greater Los Angeles area. Occasional meetings in the Counties are expected during the Agreement term. The specific Project sites currently include the following locations but are subject to change. The Consortium may provide office space for the BenefitsCal Contractor Staff at the following locations:

- **CalSAWS North:**
11971 Foundation Place, 3rd Floor
Gold River, CA 95670
- **CalSAWS South:**
TBD

During the Transition-In period, the Consortium staff will participate in the same manner, with a larger on-site presence. The staffing models developed by the Contractor will also document ongoing Consortium staff participation, both on-site and remotely.

9.2.2 **Furnished Equipment**

Within the Project facilities, the Consortium will provide through its Infrastructure Contractor, Hardware, Software, internet access (that can also support corporate or other VPN and laptop capabilities), access to shared conference rooms and access to shared office equipment including networked copy machines/printers and dedicated printers as necessary for Contractor Staff to perform their work.

For Work conducted at the Consortium or County sites, Contractors must comply with applicable network and technology access and usage policies.

9.3 **Damage to Property.**

Contractor shall continuously protect and be responsible for any loss, destruction, or damage to any real or tangible property which results from, or is caused by, Contractor's negligent or intentional acts or omissions or from the negligent or intentional failure on the part of Contractor to maintain and administer that property. Notwithstanding anything to the contrary herein, Contractor shall be liable to the Consortium for any damages resulting from damage to property, which damages result from or are caused by Contractor's negligent or intentional acts or omissions. Contractor shall ensure that the property is returned to the Consortium in like condition to that in which it was furnished to Contractor, reasonable wear and tear excepted. Contractor shall repair or make good any such damage, destruction or loss at any Consortium site, and shall do so without requesting contribution or assistance from the Consortium.

9.4 **Notice of Damage.**

Upon the loss of, destruction of, or damage to any property owned by the Consortium, Contractor shall notify the Consortium's Executive Director and shall take all steps necessary to protect that property from further damage.

9.5 **Surrender of Property.**

Contractor shall surrender to the Consortium all property owned by the Consortium upon the earliest of completion, termination, or cancellation of this Agreement.

10. **OWNERSHIP OF HARDWARE, SOFTWARE, AND OTHER PROPERTY.**

Except for Consortium and Contractor property and equipment the ownership of which is addressed in Section 9 above, the following provisions relating to intellectual property and equipment provided pursuant to this Agreement shall apply as between Consortium and Contractor.

10.1 **CalSAWS Ownership of Pre-existing Hardware and Software; Additional Software.**

The Parties acknowledge that certain CalSAWS System, or predecessor Systems, Hardware or Software that may be utilized in providing Deliverables or Services under this Agreement may be owned by other contractors or by Consortium. Consortium will continue to own any Consortium-supplied Hardware or Software utilized by Contractor in providing Deliverables and Services pursuant to this Agreement. Contractor shall not obtain or assert any right, title, or interest in any Hardware or Software owned by any other contractor or by Consortium.

The Software referenced in Contractor's Proposal submitted in response to the RFP will be procured by Contractor's affiliate, Proquire LLC, and resold to Consortium through Contractor. Contractor shall be an agent for Proquire and shall invoice, collect, and receive from Consortium all sums that become due to Proquire. Prior to delivery of any such Software to Consortium, Contractor shall provide Consortium copies of any applicable terms and conditions of sale and maintenance, or other applicable agreement from the original software manufacturer, to allow Consortium to pre-approve such agreement(s). Upon Contractor providing Consortium with the fully signed license or other third-party agreement that is applicable to such Software, Consortium shall be responsible for the obligations and liabilities under such license or other third-party agreement, which shall constitute an agreement between Consortium and the third-party supplier only, and not Proquire, which Consortium shall pre-approve as set forth above. Consortium's acceptance of responsibility for the obligations and liabilities under any third-party agreement does not relieve Contractor of its warranty obligations under Section 11.1 of this Agreement as it relates to Third Party Software or Hardware.

10.2 **CalSAWS Ownership of Deliverables.**

Consortium shall have full ownership of all Deliverables (of whatever nature) developed or contributed to by Contractor, in connection with the Project, excluding, however, any preexisting intellectual property contributed by Contractor or a third party and constituting Contractor Technology as defined at Section 10.4 below. Contractor shall take all actions necessary to transfer ownership of the Project Deliverables to the Consortium. All Deliverables,

in whole and in part, shall be deemed works made for hire of the Consortium for all purposes of copyright law, and all right, title and interest in and to copyright rights therein shall belong solely to the Consortium. To the extent that any Deliverable does not qualify as a work for hire under applicable law, and to the extent that the Deliverable includes materials subject to patent, trade secret, trademark or other proprietary right protection, Contractor agrees to assign, and hereby assigns, all right, title and interest in and to Deliverables, including without limitation all copyrights, inventions, patents, trade secrets, trademarks and other intellectual property and proprietary rights therein (including registrations in any U.S. or foreign jurisdiction and any renewals thereof) to the Consortium. Contractor shall, at the expense of the Consortium, assist the Consortium or its nominees to obtain and register copyrights, trademarks, or patents for all Deliverables in the United States and any other countries. In the event a court of competent jurisdiction finds such an assignment to be unenforceable, Contractor agrees to provide Consortium with a non-exclusive license providing Consortium with all rights, title, and interest the assignment otherwise would have provided. Contractor agrees to execute all papers and to give all facts known to it necessary to register and secure United States or foreign country copyrights and patents, and to transfer or cause to transfer to the Consortium all the right, title and interest in and to the Project Deliverables. Contractor also agrees not to assert any moral rights under applicable law with regard to the Deliverables. On an annual basis, Contractor will provide to the Consortium an inventory of all changes, modifications, and/or enhancements made by Contractor to any Consortium-owned software and will assign all right, title, and interest to all such enhancements to the Consortium in a manner consistent with this Section 10.2 at no additional cost to the Consortium.

10.3 Additional Consortium Ownership Rights.

Consortium shall own all right, title and interest in, and to, its Confidential Information, including without limitation the Specifications, the BenefitsCal Work Plan(s) in whatever stage of completion as may exist from time to time, including without limitation all copyright, trademark, patent, trade secret and other intellectual property and proprietary rights therein. These rights are in addition to the ownership rights specified in Section 10.2.

10.4 Contractor Ownership Rights.

Notwithstanding any other provision of this Agreement, Contractor shall own all right, title and interest in and to its own Confidential Information and Contractor Technology (as defined below). Notwithstanding Consortium's ownership rights as described in this Section 10, Consortium acknowledges and agrees that: (a) Contractor shall be free to use its general knowledge, skills and experience, and any ideas, concepts and know-how within the scope of its business that are used in the course of providing the Deliverables and Services under this Agreement and that do not include the Consortium's Confidential Information or the Project Deliverables, in whole or in part, and (b) Contractor and its suppliers, including Subcontractors, retain ownership of any and all of its intellectual property rights (i) that Contractor can demonstrate by documentary evidence existed prior to the execution of this Agreement; (ii) is created outside of the scope of this Agreement, including but not limited to, methods, processes and procedures, algorithms, concepts, designs, reports, programs and templates, and all modifications and derivatives thereof and newly created generic consulting tools and methodologies not specified as Deliverables in this Agreement; or (iii) all modifications, enhancements, and derivative works of the intellectual property rights set forth in (i) and (ii) above (collectively, "Contractor Technology"). The Consortium may use any such Contractor Technology contained in a Deliverable in connection with its use of the Deliverables. The term

Contractor Technology includes third-party intellectual property licensed and used by Contractor in the performance of the Services.

10.5 Transfer Of Code Into, Or Out Of, CalSAWS System.

10.5.1 Transfer of Code Into CalSAWS System.

In the event, Contractor intends to transfer any code into the CalSAWS System from an outside source, Contractor must provide the CalSAWS Executive Director with notice of such intended transfer no later than ten (10) days prior to any such transfer taking place or as much prior notice as reasonably practicable, and must obtain prior approval of such transfer from the CalSAWS Executive Director, which will not be unreasonably withheld. Any code transferred into the CalSAWS System must be compatible with the CalSAWS System.

10.5.2 Transfer of Code Out Of CalSAWS System.

In the event, Contractor intends to transfer any Consortium owned code from the CalSAWS System to any third party, Contractor must provide the CalSAWS Executive Director with notice of such intended transfer no later than ten (10) days prior to any such transfer taking place, and must obtain prior approval of such transfer from the CalSAWS Executive Director, which will not be unreasonably withheld.

10.6 State and Federal Government.

All appropriate State and federal agencies including, without limitation, the California Health and Human Services Agency and federal government agencies providing federal financial participation shall have a royalty-free, perpetual, worldwide, transferable, fully paid, nonexclusive and irrevocable license to reproduce, modify, distribute, publish, translate or otherwise use and to authorize others to use for federal government purposes all materials designed, developed, or installed with federal financial participation.

10.7 Notices.

Contractor will reproduce and include the copyright and other proprietary notices and product identifications provided by Contractor on such copies, in whole or in part, or on any form of the BenefitsCal Deliverables.

11. WARRANTIES.

11.1 Project Deliverables Warranty.

Contractor represents, warrants, covenants, and agrees that all Deliverables will be provided, and shall meet all requirements, as set forth in this Agreement, including the Specifications and the BenefitsCal Services Plan, BenefitsCal Work Plan and OWDs. All Deliverables shall be complete, meet Specifications, adhere to the applicable DED, be provided timely as defined in the BenefitsCal Work Plan, internally consistent, consistent with other related Deliverables, uniform in appearance, prepared by qualified personnel in accordance with standards, methods and Acceptance criteria as defined in the applicable DED, and be free of Deficiencies. The warranty period shall be for the full term of this Agreement, including any Extended Term. All warranty work shall be at no additional cost to the Consortium during the

term of this Agreement. Third Party Software and Hardware is subject to the warranty terms of the third-party provider thereof, and Contractor is not obligated to provide any incremental, additional, or supplemental warranties with respect to such Third Party Software or Hardware; provided, however, that this does not limit Contractor's warranty obligations with respect to the Deliverables as set forth above. Contractor will correct Deficiencies caused by Third Party Software or Hardware in accordance with subparagraphs 11.3 (Correction of Deficiencies) and 11.4 (Warranty Work Response). Contractor will have no obligation under this Section 11 to make warranty repairs attributable to (i) Consortium's misuse or modification of a Deliverable that received Final Acceptance; (ii) Consortium's use of such Deliverables in combination with any product that causes a Deficiency in the Deliverable; or (iii) operation or utilization of a Deliverable in a manner not contemplated by this Agreement.

11.2 Project Services Warranty.

Contractor represents and warrants that Contractor shall perform the Services as described in this Agreement and in accordance with the BenefitsCal Services Plan, BenefitsCal Work Plan, OWDs, and applicable Specifications. Time is of the essence in connection with Contractor's performance of the Services according to the Consortium-approved Schedule. Contractor shall give due priority to the performance of the Services commensurate with the urgency of the task. Contractor shall perform all Services required pursuant to this Agreement in a professional manner, with high quality, knowledge and experience in business and systems integrations. All Services warranty work shall be at no additional cost to the Consortium during the term of this Agreement.

11.3 Correction of Deficiencies.

Contractor represents, warrants, covenants, and agrees that throughout the warranty period set forth in Subparagraphs 11.1 and 11.2, at no additional cost to Consortium, Contractor shall correct any and all Deficiencies in the Deliverables or Services, as determined by the Consortium Executive Director or Contractor. All corrective actions shall be performed with Contractor's best efforts, diligence, and speed toward correction as soon as possible and in any event in accordance within the applicable time period specified in Subparagraph 11.4 (Warranty Work Response).

11.4 Warranty Work Response.

Contractor shall correct any Deficiency identified as a response to its warranty obligations in accordance with this Section 11.4.

11.4.1 BenefitsCal Deliverables.

Contractor shall correct any Deficiency in the BenefitsCal Deliverables as follows:

11.4.1.1 For any Non-cosmetic Deficiency, determined to be high priority in accordance with this Section 11.4, Contractor shall immediately commence corrective action and either correct or implement an appropriate workaround for such Non-cosmetic Deficiency within twelve (12) hours of providing notice to, or receipt of, Notice from the Consortium in accordance with the approved BenefitsCal PCD. A "high priority" Deficiency shall generally mean a Non-Cosmetic Deficiency that prevents core business processes from functioning properly or causes errors in the

processing of cases. If a workaround is implemented, then Contractor shall permanently correct such Deficiency within thirty (30) days of the date on which notice was first provided for a high priority Deficiency.

11.4.1.2 For any Non-cosmetic Deficiency, determined to be “normal priority” in accordance with this Subparagraph 11.4, Contractor shall either correct or implement an appropriate workaround for such Non-cosmetic Deficiency within a time period determined by the Consortium Executive Director, but in no event shall such time period be more than three (3) business days from Notice to, or receipt of Notice from, the Consortium in accordance with the approved BenefitsCal PCD. A “normal priority” Deficiency shall generally mean any Non-Cosmetic Deficiency not deemed a “high priority” Deficiency, as determined by the Consortium Executive Director. If a workaround is implemented, then Contractor shall permanently correct such Deficiency within sixty (60) days of the date on which notice was first provided for a normal priority Deficiency.

11.4.1.3 For any Cosmetic Deficiency, Contractor shall correct such Cosmetic Deficiency within a time period determined by the Consortium Executive Director, but in no event shall such time period be more than twenty (20) working Days of providing notice to, or receipt of notice from, the Consortium in accordance with the approved BenefitsCal PCD.

11.4.2 **BenefitsCal Services.**

Contractor shall correct any Deficiency in BenefitsCal Services provided under this Agreement in accordance with the applicable Corrective Action Plan or as otherwise approved by Consortium Executive Director.

11.4.3 **Contractor-Identified Deficiencies.**

For any Non-Cosmetic Deficiency identified by Contractor, Contractor shall notify Consortium by electronic mail within two (2) hours of such identification or such longer time as agreed by the Parties and Contractor shall correct such Deficiency in accordance within the time periods specified in Section 11.4.1 or 11.4.2. In the event that Contractor fails to correct a Deficiency within the required time period, Contractor shall provide the Consortium with a written report, including a detailed explanation of the status of such Deficiency and corrective actions taken as well as detailed plans for correction of such Deficiency to include a schedule for correction of such Deficiency; provided that notwithstanding any such schedule, the Consortium Executive Director may determine within his reasonable discretion that a modified schedule or modified priorities are necessary for correction of such Deficiency, and Contractor shall comply with such modified schedule and priorities for correction.

11.5 **Price Warranty.**

11.5.1 This Agreement includes the full amount of compensation and reimbursement that Consortium will be asked to provide Contractor in order for Contractor to fully perform all of its obligations under this Agreement, and

Contractor shall be able to fully perform all of its obligations under this Agreement with such amount of compensation and reimbursement.

11.5.2 Contractor understands that Consortium is entering into this Agreement in reliance upon the premise that, subject to Section 11.5.3 below, Contractor shall fully perform all of its obligations under this Agreement without seeking any additional compensation or reimbursement beyond that already provided for in this Agreement.

11.5.3 The representations, warranties, and covenants set forth in Sections 11.5.1 and 11.5.2 exclude and do not apply to any requests by Contractor for any increase in compensation or reimbursement under this Agreement for: (i) the State's implementation of a sales or use tax on services or any other new form of tax not in effect on the Effective Date; and (ii) material changes to the CalSAWS System necessitated by: (a) a change in federal, State, Consortium or County rules, regulations, or policies; (b) a change initiated by Consortium or agreed upon by the parties pursuant to Section 8; or (c) price adjustments pursuant to the last sentence of Section 19.21, Force Majeure, or pursuant to a stop work pursuant to Section 14.5. Consortium Executive Director will determine whether or not any such changes necessitate a material change to the CalSAWS System.

11.6 **Additional Warranties.**

Contractor represents, warrants, covenants, and agrees that throughout the term of this Agreement:

11.6.1 Contractor shall comply with the descriptions and representations (including, Deliverable documentation, performance capabilities, accuracy, completeness, characteristics, Specifications, configurations, standards, functions, and requirements applicable to professional software design and industry standards) set forth in the Statement of Work and Statement of Requirements documents for the BenefitsCal Project.

11.6.2 All Work, Deliverables, goods, and Services shall be completed in accordance with the Statement of Work, Statement of Requirements, and any Change Orders or Addenda to this Agreement.

11.6.3 All documentation developed under this Agreement shall be complete, accurate, and uniform in appearance in terms of font size, table structures, page layouts, table and figure references, section numbering and the like.

11.6.4 Contractor shall not cause any unplanned interruption of the operations of, or accessibility to, the CalSAWS System through any Software, device, method, or means, including the use of any "virus," "lockup," "time bomb," "key lock," "worm," "spyware", program, or disabling code, which has the potential or capability of compromising the security of information contained in the System, including Program Data, or of causing any unplanned interruption of the operations of, or accessibility of, the System to the Consortium or any user, or which could alter, destroy, or inhibit the use of the System, or the data contained

therein, or which could block access to or prevent the use of the System or component thereof by the Consortium or any User (collectively and individually referred to herein as “Disabling Device”). Contractor has not placed and shall not purposely place, nor is it aware of, any disabling device on components of the CalSAWS System.

11.7 Additional Representations.

11.7.1 Power and Authority.

Contractor represents and warrants that it has the full power and authority to grant to the Consortium the rights described in this Agreement, that the person executing this Agreement for Contractor has actual authority to bind Contractor to each and every term, condition, and obligation of this Agreement and that all requirements of Contractor have been fulfilled to provide such actual authority.

11.7.2 No Conflicts of Interest.

Contractor represents and warrants that it has no interest and shall not acquire in the future any direct or indirect interest without prior notification to the Consortium that would conflict in any manner or degree with the performance of the work under this Agreement.

11.7.3 Additional Intellectual Property Representations.

Contractor represents and warrants that:

11.7.3.1 Except to the extent that any Deliverables are provided to Consortium pursuant to a license, Contractor represents and warrants that its Deliverables shall be free of liens or encumbrances included by Contractor.

11.7.3.2 Contractor shall pass through to Consortium to the fullest extent permitted by law or by agreement any applicable warranty or indemnity offered by any manufacturer of any Deliverable, including any third party Hardware or Software or any other third party product or service sold or licensed to Consortium.

11.7.3.3 As of the Execution Date of this Agreement, there is no actual or any threatened suit by any such third party based on an alleged violation of the rights to be granted by Contractor to the Consortium hereunder.

11.7.3.4 The Deliverables will not knowingly infringe or misappropriate any right of, and will be free of any claim of, any third person or entity based on patent, copyright, trade secret, unfair trade practice, or other intellectual property right.

11.7.3.5 The Consortium shall peacefully and quietly have, hold, possess, and enjoy each Deliverable without suit or interruption.

11.7.4 Legal and Regulatory Compliance.

Contractor represents and warrants that, in its performance in connection with the Services and Deliverables to be provided pursuant to this Agreement, it shall comply with all applicable federal, State, and County laws, regulations, codes, standards and ordinances. In the event that Contractor, in its performance in connection with any Services performed, or any Deliverables provided, is subsequently found to be in violation of such laws, regulations, codes, standards and ordinances, it shall be the sole responsibility of Contractor to bring the Services and Deliverables into compliance. In addition, Contractor shall be responsible for and shall indemnify the State, the Counties, the Consortium, and their officers, directors, employees, and agents against any fines, penalties, sanctions, or disallowances which are imposed on the Consortium or its member Counties, which arise from any Contractor noncompliance with the federal, State, or County laws, regulations, codes, policies and guidelines resulting from Contractor's or its Subcontractors' performance of their obligations.

11.7.5 Contractor's Good Standing.

Contractor represents and warrants that:

11.7.5.1 Contractor is a corporation, partnership, or other business entity, validly existing and in good standing under the laws of the State of California and has all requisite power and authority to execute, deliver and perform its obligations under this Agreement.

11.7.5.2 Contractor has the full power and authority to grant to the Consortium the rights described in this Agreement and that there is currently no actual or threatened suit by any such third party based on an alleged violation of such rights by Contractor.

11.7.5.3 Contractor is duly authorized to conduct business in and is in good standing in each jurisdiction in which Contractor will conduct business in connection with this Agreement.

11.7.5.4 Contractor has obtained all licenses, certifications, permits, and authorizations necessary to perform the Services under this Agreement and to provide all Deliverables required by this Agreement and currently is in good standing with all regulatory agencies that regulate any or all aspects of Contractor's performance of the Services or provision of the Deliverables.

11.7.5.5 Contractor shall comply with all applicable local, State, and federal licensing, accreditation and registration requirements and standards necessary in the performance of the Services and provision of Deliverables; and Contractor will maintain all required certifications, licenses, permits, and authorizations during the term of this Agreement at its own expense.

11.7.6 Ability to Perform.

Contractor represents and warrants that:

11.7.6.1 Contractor has the financial stability to carry out at least six (6) months of Services during any period of this Agreement without reimbursement for the Services or expenses.

11.7.6.2 Each Subcontractor, if any, providing a substantial amount of the Services under this Agreement has the financial resources to carry out its duties under this Agreement.

11.8 Breach of Warranty Obligations.

In the event that Contractor fails to timely perform its obligations set forth in this Section after receiving Notice from the Consortium of Contractor's failure to meet such obligations, the Consortium shall have the right to withhold payment to Contractor subject to the provisions of Section 14.1. In addition, and if Contractor continues to fail to perform such obligations within forty-five (45) days of Contractor's receipt of notice from the Consortium, the Consortium shall have the right to perform or procure the performance of such obligations, including any required correction, repair, replacement, or other work which Contractor has failed to perform. In such event, the Consortium shall be entitled to seek the remedy of cover as set forth in Section 14.3, including the difference between its direct actual and reasonable cost of outside labor and materials, including its burdened (including salary, employee benefits, and reimbursement policies) rates for Consortium provided labor and the Contractor charges for performance of such obligations. Following adjudication by a court of competent jurisdiction regarding sums owed to Consortium, Consortium may demand cash payment from Contractor and/or may deduct all sums owing from any amounts due to Contractor under this Agreement.

EXCEPT AS EXPRESSLY SET FORTH HEREIN, THE PARTIES MAKE NO OTHER REPRESENTATIONS OR WARRANTIES, AND TO THE MAXIMUM EXTENT PERMITTED BY LAW, EACH PARTY EXCLUDES ALL OTHER WARRANTIES, REPRESENTATIONS, OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING BUT NOT LIMITED TO, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR USE..

12. INDEMNIFICATION.

12.1 General.

Contractor shall indemnify, defend, and hold harmless the Consortium, and its elected and appointed officers, employees, agents, Consortium Members (hereafter in this Section 12 "Consortium Indemnities") and the State and its officers, employees, and agents from and against any and all claims, liabilities, damages, costs, and expenses, including defense costs and reasonable legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to (i) claims and lawsuits by third parties, for any damages of any nature whatsoever for bodily injury, death, personal injury (including purely economic damage), or real or tangible personal property damage arising from Contractor's, Contractor's agents', employees' or Subcontractors' alleged or actual negligent acts, negligent errors, or negligent omissions or willful misconduct in the performance of Services or provision of Deliverables pursuant to this Agreement, including to the extent applicable workers' compensation suits, liability, or expense, or (ii) any fines, penalties, or other economic charges imposed on the

Consortium by any State or Federal regulatory agency or body arising from Contractor's, Contractor's agents', employees' or Subcontractors' actual negligent acts, negligent errors, or negligent omissions or willful misconduct in the performance of Services or provision of products pursuant to this Agreement, provided that Consortium Indemnitees provide Contractor with prompt notice of any such claim under (i) or (ii) of which the Consortium Executive Director has actual knowledge and provides reasonable cooperation in Contractor's defense and any related settlement negotiations. The extent of Contractor's indemnification obligations under clause (ii) above shall be subject to the limitation of liability specified in Section 14.7. Contractor shall have no indemnification obligation or liability for claims solely arising from the acts and omissions of the Consortium. Without in any way limiting the generality of the indemnification obligations required by this Section 12.1, the claims included in clause (i) above shall also include any and all damages arising from Contractor's failure to meet its obligations under Section 15 of this Agreement. Any legal defense pursuant to Contractor's indemnification obligations under this Section 12.1 shall be conducted by Contractor and performed by counsel selected by Contractor and approved by the Consortium, except that the Consortium will not have such approval right if Contractor's interests are adverse to the Consortium's. Notwithstanding the preceding sentence, Consortium Indemnitees and the State shall have the right to participate in any such defense at their sole cost and expense, except that in the event Contractor fails to provide a full and adequate defense, Consortium Indemnitees or the State shall be entitled to retain their own counsel and receive reimbursement from Contractor for all such costs and expenses incurred by Consortium Indemnitees or the State in doing so. Contractor shall not have the right to enter into any settlement, agreement to any injunction or other equitable relief, or make any admission, on behalf of Consortium Indemnitees or the State without Consortium Indemnitee's or State's prior approval. Contractor's obligation to indemnify the Consortium or the Counties under this Agreement shall only be exercised through the Consortium and upon written demand by the Consortium. Any demand for indemnification by the Counties, or their respective officers, employee, or agents, shall be tendered to the Consortium, which shall have the authority to demand indemnification by and from Contractor.

12.2 Intellectual Property Indemnification.

Without in any way infringing upon the generality of the Consortium's indemnification rights under Section 12.1, Contractor shall, at its expense, defend, indemnify, and hold harmless Consortium Indemnitees and the State and its officers, employees, and agents from and against any losses, liabilities, damages, penalties, costs, fees, including without limitation reasonable attorneys' fees, and expenses from any claim or action against the Consortium Indemnitees or the State and its officers, employees, and agents by third parties, which is based on a claim that Consortium Indemnitees' or the State and its officers, employees, and agents use of or rights to the BenefitsCal Deliverables or Services, or any one or part thereof, under this Agreement infringes a patent, copyright, or other proprietary right or misappropriates a trade secret, except where: (a) the violation of any third party's proprietary right in connection with this Agreement arises from Contractor's reliance on, or use of, tools, instructions, specifications or other materials provided by the Consortium, or where the Consortium or any third party modifies, adds to, or combines the BenefitsCal Deliverables or Services with any other data or (b) the Consortium fails to obtain intellectual property rights necessary to permit Contractor to perform any of the Services required by this Agreement. In case the BenefitsCal Deliverables or any one or part thereof, is in such action held to constitute an infringement or misappropriation, or the use thereof is enjoined or restricted, Contractor shall, at its own expense and election: (a) procure for the Consortium the right to continue using the Deliverables; (b) modify the Deliverables to comply with the Specifications and not to violate any

intellectual property rights; or (c) terminate the use of any infringing Deliverables upon receipt of Notice from the Consortium and refund all sums paid for such Deliverables, as applicable.

13. LIQUIDATED DAMAGES.

13.1 Delays or Failures.

The Consortium and Contractor agree that failed, delayed, and/or other performance not in compliance with the terms of this Agreement by Contractor will cause damages to the Consortium which may be uncertain and would be impractical or difficult to ascertain. Accordingly, the Parties agree that Consortium may assess, and if assessed, Contractor promises to pay the Consortium in the event of such failed, delayed, and/or other performance not in accordance with the terms of this Agreement, the amounts described below as liquidated damages and not as penalties. The schedule of liquidated damages represents damages in conformity with California Civil Code Section 1671, incurred in case of failed, delayed, or other performance not in accordance with the terms of this Agreement.

13.2 Key Staff.

In the event that Contractor fails to provide all Key Staff as described in Section 6.2, or to replace Key Staff pursuant to the requirements of Section 6.5, the Consortium will provide Contractor with two (2) weeks, or such other time as the parties may agree in writing, in which to provide such Key Staff, after which, at its option, Consortium may reduce Contractor's monthly charges by One Thousand Dollars (\$1,000) for each workday and for each Key Staff member not working under this Agreement until the earliest of: (a) the assignment or reassignment of such Key Staff member(s) to the Project, or (b) the Consortium's Executive Director's written approval of a replacement for or the diversion of such Key Staff member(s), which approval will not unreasonably be withheld. In addition, in the event (a) Contractor fails to meet any of the requirements in the Service Level Agreements (SLAs), which are incorporated by reference into this Agreement, and as referenced in Section 13.3, (b) such failure is due to the non-performance of any Key Staff, (c) the Consortium has notified Contractor that its failure to meet the requirements of any SLA is due to the non-performance of any Key Staff; and (d) Contractor nonetheless chooses to retain the non-performing Key Staff in his/her/their position on the Project, then the Liquidated Damages specified in Section 13.3 will double.

13.3 Service Level Agreements (SLA).

Consortium has established various SLAs, which are incorporated into this Agreement by reference. The SLAs set forth various Performance Requirements required of Contractor. The SLAs also establish the Performance Measures by which the successful accomplishment of the Performance Requirements are measured. Finally, the SLAs also set forth Liquidated Damages for not achieving the Performance Measures associated with certain Performance Requirements in the SLAs. Consortium and Contractor may clarify the interpretation and measurement of the SLAs in an Accepted Deliverable. In such event, such clarifications shall govern but in no event may such clarifications conflict with the terms of this Agreement; rather, they may only clarify the interpretation and measurement of the details of the SLAs. The clarification of the SLAs in accordance with this Section also may include a procedure for relief from failure to meet the transaction-based SLAs in the circumstance in which a single failure to meet the Performance Measure results in failure to meet the SLA. The Consortium reserves the right to seek an amendment to this Agreement to add additional SLAs and Liquidated Damages provisions as conditions over the term of this Agreement warrant. The current Performance

Requirements required of Contractor pursuant to the SLAs, along with the Liquidated Damages to be assessed for failing to meet the Performance Measures associated with those Performance Requirement to which Liquidated Damages are attached, are as follows:

Performance Requirement	Liquidated Damages
1. Daily Hours Availability	\$10,000 per day
2. Monthly Hours Availability, Non-Production Environments	\$10,000 per day
3. Monthly Deficiency Notification Response Time	\$500 per month
4. Monthly Service Desk Diagnosis Time, Tier 3	\$5,000 per month
5. Daily Screen-to-Screen Navigation Response Time	\$10,000 per day
6. Daily Unbounded Search Response Time	\$500 per day
7. Daily Standard Report Response Time	\$500 per day
8. Disaster Recovery Response Time	\$5,000 per incident
9. Failure to Complete Access Control Audits	\$5,000
10. Security Information and Event Management System Uptime	\$10,000 per day
11. Completion of Root Cause Analysis	\$5,000 per incident
12. Privileged Access Audits	\$5,000 per incident
13. Application Security Scans	\$5,000 monthly

14. Security Incident Notification	\$10,000 per incident
15. Security Incident Reporting	\$2,500 per incident per hour
16. Security Incident Negligence	\$10,000 per hour

Contractor's total liability for Liquidated Damages in any month shall not exceed ten percent (10%) of the Charges for that month. Each of the Liquidated Damages set forth above shall apply separately to the SLA to which it relates. In the event multiple SLAs fail due to the same root cause attributable to Contractor, the Consortium can choose, in its sole discretion, one applicable SLA for purposes of assessing Liquidated Damages.

13.4 Available Remedies.

The assessment of Liquidated Damages shall not constitute a waiver or release of any other remedy the Consortium may have under this Agreement for Contractor's breach of this Agreement, including without limitation, the Consortium's right to withhold payment to Contractor for defective or untimely Deliverables or Services, including the Consortium's right to terminate this Agreement, and the Consortium shall be entitled in its discretion to recover actual damages caused by Contractor's failure to perform its obligations under this Agreement. Notwithstanding the foregoing, any damages to which the Consortium is entitled to recover under this Agreement shall be proportionately reduced by the Liquidated Damages payable to, or previously paid to, the Consortium.

13.5 Payments.

Amounts due the Consortium as Liquidated Damages may be deducted by the Consortium from any amounts owing to Contractor under this Agreement. In the event Liquidated Damages are assessed during a month in which no money is owed by the Consortium to the Contractor, the Liquidated Damages will be billed separately to the Contractor.

14. ADDITIONAL LIABILITIES AND REMEDIES.

14.1 Withholding Payments.

Consortium will notify Contractor of any Deficiency on Contractor's part to perform its obligations under this Agreement. If, after receiving such Notice, Contractor fails to cure its non-performance within the time periods specified in Section 11.4, including its subparts, Consortium shall have the right to withhold payments to Contractor, in whole or in part, until such failure to perform is cured in all materials respects; provided that the Consortium shall not withhold payment for Deliverables and Services that have been Accepted by the Consortium.

14.2 **Reductions in Payments Due.**

Amounts due the Consortium by Contractor, including but not limited to Liquidated Damages or other damages, or claims for damages as have been adjudicated in Consortium's favor by a court of competent jurisdiction, may be deducted or set-off by the Consortium from any money payable to Contractor pursuant to this Agreement.

14.3 **Cover.**

In the event a default by Contractor is not so substantial as to require termination, reasonable efforts to induce Contractor to cure the default are unavailing, and the default is capable of being cured by the Consortium or by another resource without unduly interfering with continued performance by Contractor, the Consortium may provide or procure the Deliverables or Services reasonably necessary to cure the default, in which event Contractor shall reimburse the Consortium an amount equal to the difference between Contractor's charges for such Deliverables or Services and the reasonable cost of the Deliverables or Services. In addition, Contractor must cooperate with these resources in allowing access to the BenefitsCal Deliverables.

14.4 **Suspension Due to Breach.**

In the event the Consortium determines that a breach of this Agreement has occurred on the part of Contractor, and the situation is deemed by the Consortium to merit corrective action, the following sequential suspension procedure will be implemented:

14.4.1 The Consortium shall send a Notice to Contractor in writing to Contractor's Notice address of a perceived compliance breach describing the Consortium's concerns.

14.4.2 Contractor shall respond to the Consortium's concerns in writing describing proposed corrective actions and proposing completion dates for bringing the Contractor's performance under this Agreement into compliance. Such response will be sent within ten (10) days of the date of receipt of the Consortium's Notice described in Section 14.4.1.

14.4.3 The Consortium shall notify Contractor in writing within ten (10) days as to the Consortium's final disposition of its concerns.

14.4.4 Upon receipt of notice of final disposition by Contractor, the Consortium reserves the right to suspend all, or part of, the Agreement for a period no greater than thirty (30) calendar days, and to withhold further payments, or to prohibit Contractor from incurring additional obligations of funds during investigation of the alleged compliance breach and pending corrective action, if necessary, by Contractor or a decision by the Consortium to terminate in accordance with Sections 18.1 or 18.2.

14.5 **Suspension for Convenience.**

The Consortium shall have the right at any time during the Project to suspend Contractor's, or any of its Subcontractor's, Work on any Deliverables, Services, or any part thereof, fully or partially, for its own convenience for a period not to exceed thirty (30) days

within any six (6) month period. Within thirty (30) days after issuance of such a stop work order, the Consortium shall either cancel the stop work order, terminate the Agreement, or modify the Agreement as may be agreed to in writing by the Parties. Contractor shall receive notice of the reasons for such an order. The Schedule shall be delayed on a day-for-day basis if the Consortium has issued a stop work order to Contractor and such stop work order is causing delays in completing Deliverables or Services in accordance with the Schedule. To the extent that stop work orders are issued under this Section, thirty (30) days have passed since issuance of the stop order, and Contractor cannot redirect Staff and mitigate the effect of such stop work orders, then an adjustment, if any, to the amounts owing Contractor and/or Schedule shall be made pursuant to Section 8 (Change Orders), if appropriate, based on the Consortium Executive Director's reasonable consideration of relevant factors and circumstances, including but not limited to Contractor's opportunity and efforts to mitigate the effect of the stop work orders. Contractor shall have the right to submit claims for additional costs incurred as a result of any stop work orders issued under this Section.

14.6 Limitation on Liability – CONSORTIUM.

EXCEPT AS OTHERWISE SPECIFIED IN THIS AGREEMENT, IN NO EVENT SHALL THE CONSORTIUM BE LIABLE FOR ANY INCIDENTAL, INDIRECT, SPECIAL, OR CONSEQUENTIAL DAMAGES, UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHER LEGAL THEORY, REGARDLESS OF THE CAUSE OF ACTION AND EVEN IF THE CONSORTIUM HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. EXCEPT AS OTHERWISE SPECIFIED IN THIS AGREEMENT, THE CONSORTIUM'S MAXIMUM AGGREGATE LIABILITY TO CONTRACTOR UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL CHARGES TO BE PAID BY IT TO CONTRACTOR UNDER THE AGREEMENT, INCLUDING WITHOUT LIMITATION CHANGE ORDER PRICES AGREED TO BY THE PARTIES OR OTHERWISE ADJUDICATED.

14.7 Limitation on Liability – CONTRACTOR.

EXCEPT FOR INDEMNIFICATION OBLIGATIONS, (i) CONTRACTOR'S LIABILITY TO THE CONSORTIUM UNDER THIS AGREEMENT SHALL NOT EXCEED THE TOTAL CHARGES PAID AND TO BE PAID BY THE CONSORTIUM TO CONTRACTOR UNDER THE AGREEMENT, INCLUDING WITHOUT LIMITATION, CHANGE ORDER PRICES AGREED TO BY THE PARTIES OR OTHERWISE ADJUDICATED, AND (ii) CONTRACTOR SHALL NOT BE LIABLE FOR CONSEQUENTIAL, INDIRECT, OR INCIDENTAL DAMAGES UNDER CONTRACT, TORT (INCLUDING NEGLIGENCE), OR OTHER LEGAL THEORY, REGARDLESS OF THE CAUSE OF ACTION AND EVEN IF THE CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. FOR PURPOSES HEREOF, THE SPECIFIED PAYMENT REMEDIES SET FORTH IN SECTIONS 11.7, 14.3, AND 19.24 OF THIS AGREEMENT AND DAMAGES ARISING FROM BREACH OF SECTION 15, CONFIDENTIAL DATA, SHALL NOT BE DEEMED CONSEQUENTIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES.

15. CONFIDENTIAL DATA; SECURITY.

15.1 Confidentiality of Consortium and Third Party Information.

Contractor shall maintain the confidentiality of all confidential records and information, including information relating to the BenefitsCal Project, billings, Consortium records, and third party applicant/participant records and information (Program Data) in compliance with all applicable: (i) federal and State laws, rules, and regulations, including California Civil Code Section 1798.82 and California Welfare and Institutions Code Section 10850; (ii) all local County ordinances; and (iii) Consortium written guidelines, directives, policies and procedures relating to confidentiality and information security of all Program Data (including any breach of the security of the CalSAWS System, such as any unauthorized acquisition of Program Data that compromises the security, confidentiality, or integrity of personal information); or (iv) written direction from the Consortium regarding the protection of specific non Program Data. To the extent that such Consortium policies and procedures change, the Consortium will make reasonable efforts to promptly notify Contractor of updated information and Contractor shall thereafter comply with such information. All records and information pertaining to persons applying for or receiving assistance and/or Services are confidential and are, and shall remain, owned by the individual County from which the information emanated, and no information related to any individual case or cases shall be in any way disclosed to anyone except to designated Consortium employees, California Department of Social Services (CDSS) staff or Counties' employees without the prior written authorization from the Consortium Executive Director or designee. Contractor shall inform all of its officers, employees, and agents providing Services under this Agreement of the confidentiality provisions of this Agreement. Contractor shall provide to the Consortium an executed Contractor Employee Acknowledgment, Confidentiality, and Intellectual Property Agreement for each of its employees performing work under this Agreement. Further, Contractor shall provide to the Consortium an executed Subcontractor Employee Acknowledgment, Confidentiality, and Intellectual Property Assignment Agreement for each employee of each Subcontractor performing any work under a Consortium approved subcontract in accordance with Section 6.8. Contractor shall comply with, implement, adhere to and align with, track, and report on all applicable State, federal, and CalSAWS data security standards, regulations, guidelines and requirements in place as of the date of the Contractor's Proposal, and thereafter shall update its compliance obligations to adhere to any changes in applicable State, federal and CalSAWS standards, regulations, guidelines, and requirements. These include, but are not limited to, Social Security Administration (Technical System Security Requirements), NIST, ADA, and California SIMM / SAM requirements.

15.2 Audit.

The Consortium reserves the right to monitor, audit or investigate Contractor's use of the Consortium's and/or third parties' Confidential Information collected, used, or acquired by Contractor under this Agreement.

15.3 Return.

Subject to record retention laws and requirements of this Agreement, Contractor shall promptly destroy or return to the Consortium all Confidential Information, including copies thereof, except for one copy that may be retained for regulatory or audit purposes, upon either demand by the Consortium or upon the expiration or termination of this Agreement.

15.4 **Injunctive Relief.**

15.4.1 Contractor shall immediately report to the Consortium any and all unauthorized disclosures or uses of the Consortium's Confidential Information, or any third-party Confidential Information of which Contractor or its Staff become aware or have knowledge. Contractor acknowledges that any publication or disclosure of the Consortium's Confidential Information, or any third-party Confidential Information to others may cause immediate and irreparable harm to the Consortium or third parties. If Contractor should publish or disclose such Confidential Information to others without authorization, the Consortium shall immediately be entitled to seek injunctive relief or any other remedies to which it is entitled under law or equity without requiring a cure period.

15.4.2 The Consortium will immediately report to Contractor any and all unauthorized disclosures or uses of Contractor's Confidential Information of which the Consortium becomes aware or has knowledge.

15.5 **Exceptions.**

The following information shall not be considered Confidential Information for the purposes of this Agreement: Information previously known when received from the other party and not subject to confidentiality obligations; information freely available to the general public; information which now is or hereafter becomes publicly known by other than a breach hereof; information which is developed by one party independently of any disclosures made by the other party of such information; or information which is disclosed by a party pursuant to subpoena or other legal process and is lawfully obtainable by the general public.

15.6 **Compliance with California Public Records Act.**

Contractor acknowledges that this Agreement may be a public record under California state law. Any specific information that is claimed by Contractor to be Confidential Information must be clearly identified as such by Contractor. To the extent consistent with State law, including the California Public Records Act, the Consortium will maintain the confidentiality of all such information marked Confidential Information. If a request is made to view Contractor's Confidential Information, the Consortium will notify Contractor of the request and of the date that any such records will be released to the requester unless Contractor obtains a court order enjoining that disclosure or other appropriate remedy. If Contractor fails to obtain the court order enjoining disclosure prior to the deadline for responding to the request for documents, the Consortium may release the identified requested information on the date specified without penalty or liability. The Consortium reserves the right to also seek reimbursement for all costs and expenses incurred by it for its refusal to produce Contractor's Confidential Information.

15.7 **Subpoena.**

In the event that a subpoena or other legal process in any way concerning the Consortium's Confidential Information, or any third-party Confidential Information is served upon Contractor, then, to the extent permissible under applicable law or not otherwise prohibited by court order, Contractor agrees to notify the Consortium within twenty-four (24) hours following receipt of such subpoena or other legal process and to cooperate with the Consortium or any of its County members in any lawful effort to contest the legal validity of such subpoena or other legal process. In the event that a subpoena or other legal process in any way concerning

Contractor's Confidential Information is served upon the Consortium or any of its member Counties, then the Consortium or any of its member Counties, as applicable, agree to notify Contractor within three (3) business days following receipt of such subpoena or other legal process and to cooperate with Contractor in any lawful effort to contest the legal validity of such subpoena or other legal process.

15.8 Security of CalSAWS System and Other Confidential Information

15.8.1 Adherence to CalSAWS User Security and Acceptable Use Policy.

CalSAWS assets and information within the Contractor's control and use must be used in a secure, approved, ethical, and lawful manner and in accordance with the terms and conditions of CalSAWS User Security and Acceptable Use Policy. At all times, Contractor must adhere to this Policy and ensure that its Staff, as well as its Subcontractors and their Staff, adhere to this Policy.

15.8.2 Security Training.

Contractor's agents and employees, as well as all Subcontractor agents and employees will be required to undergo training regarding CalSAWS Security issues, protocols, and processes to be conducted by Consortium at a time and place, and at a level of frequency, to be established by Consortium.

15.8.3 Execution of CDSS/DHCS Medi-Cal Privacy and Security Agreements (PSAs)

The Consortium is party to Medi-Cal Privacy and Security Agreements with the California Department of Social Services (CDSS) and the California Department of Health Care Services (DHCS), which impose obligations on the Consortium to ensure the privacy and security of Social Security Administration (SSA) information, Medi-Cal Eligibility Data Systems (MEDS) information, Income and Eligibility Verification System (IEVS) information, and Medi-Cal Personally Identifiable Information (Medi-Cal PII). As part of these PSAs, Consortium is required to enter into agreements with all Contractors, Subcontractors, and their employees and agents, who have access to the information identified in this subparagraph that imposes on Contractors, Subcontractors, and their agents and employees, the same obligations to ensure the privacy and security of this information as required of Consortium. Accordingly, and as part of entering into this Agreement, Contractor will be required to enter into PSAs with Consortium and must require any of its Subcontractors to similarly enter into such PSAs, which are incorporated herein by reference. CONSORTIUM will make reasonable efforts to promptly notify CONTRACTOR of any updates to the PSAs and CONTRACTOR shall thereafter comply with such information.

15.9 Survival.

The provisions of this Section 15 shall remain in effect following the termination or expiration of this Agreement.

16. INSURANCE.

16.1 Liability and Auto Insurance.

Contractor shall, at its sole cost and expense, obtain, and, during the term of this Agreement, maintain, in full force and effect, the insurance coverage described in this Section. Contractor shall acquire such insurance from an insurance carrier or carriers licensed or eligible to conduct business in the State of California and having an AM Best rating of A – VII (or equivalent). Contractor shall include the Consortium, its boards, agencies, contractors, officers, employees, agents and volunteers, and the State, both individually and collectively, as additional insureds on Contractor's commercial general liability and auto liability policies. Such insurance shall apply as primary insurance for these additional insureds specific to Contractor's activities hereunder. If Contractor fails to buy and maintain the insurance coverage described in this Section 16, the Consortium may terminate this Agreement under Section 18.1 (Termination for Material Breach). The minimum acceptable limits shall be as indicated below and Contractor shall be solely responsible for covering any deductibles provided in those policies.

16.1.1 **Commercial General Liability** or equivalent self-insurance covering the risks of bodily injury (including death), property damage and personal injury, including coverage for contractual liability, with a limit of not less than \$1 million per occurrence/\$2 million general aggregate;

16.1.2 **Commercial Business Automobile Liability** (owned, hired, or non-owned vehicles) covering the risks of bodily injury (including death) and property damage, with a limit of not less than \$1 million per accident;

16.1.3 **Employer Practices Liability Insurance** covering the risks of Contractor's Staff and employees' bodily injury by accident or disease with limits of not less than \$1 million per accident for bodily injury by accident and \$1 million per employee for bodily injury by disease;

16.1.4 **Crime Coverage Insurance** covering the risks of theft of money, securities, or other property committed to Contractor's Staff, including Subcontractor's Staff, while performing work pursuant to this Agreement;

16.1.5 **Professional Liability or Errors and Omissions** with coverage of not less than \$2 million per claim/\$5 million general aggregate; and

16.1.6 **Umbrella Policy** providing excess limits over the general liability, automobile liability and employer liability primary policies in an amount not less than \$3 million per occurrence and in the aggregate.

16.2 Workers' Compensation Coverage.

Prior to providing Services under this Agreement, Contractor shall, in full compliance with California state law, provide or purchase, at its sole cost and expense, statutory California's workers' compensation coverage for its employees as required and employers' liability in the amount of \$1 million per bodily injury by accident and \$1 million per bodily injury by disease. This policy shall remain in full force and effect during the term of the Agreement. Should Contractor fail to secure worker's compensation insurance coverage or fail to pay premiums on behalf of its employees, the Consortium may terminate this Agreement under Section 18.1

(Termination for Material Breach), or alternatively, and solely at the discretion of the Consortium, deduct the amount of premiums owing for a policy of worker's compensation insurance coverage from the amounts payable to Contractor under this Agreement and transmit the same to the responsible State agency.

16.3 **Subcontractors.**

Contractor shall include all Subcontractors as insured under all required insurance policies or shall furnish separate certificates of insurance and endorsements for each Subcontractor. Subcontractors shall maintain insurance at a level commensurate with the extent of the scope of work they are performing on the Project. Failure of Subcontractor(s) to comply with insurance requirements does not limit Contractor's liability or responsibility.

16.4 **Cancellation.**

Contractor's insurance policies shall not be canceled or non-renewed in scope of coverage without provision for equivalent substitute insurance and such cancellation or nonrenewal shall not take place or reduced in scope of coverage until thirty (30) business days' written Notice has been given to the Consortium Executive Director, and Contractor has replacement insurance policy(ies) in place that satisfy the requirements set forth in this Section 16. Contractor's insurance policies shall not be reduced in scope without the Consortium's prior written consent.

16.5 **Insurance Documents.**

Contractor shall furnish to the Consortium copies of certificates of all required insurance no later than ten (10) days following the Agreement Effective Date, and copies of renewal certificates of all required insurance upon renewal. These certificates of insurance must expressly indicate compliance with each and every insurance requirement specified in this Section 16. Failure to maintain insurance as required by this Section 16 shall be grounds for immediate termination or suspension of this Agreement under Section 16.1 (Termination for Material Breach). The Consortium reserves the right to review Contractor's compliance with these insurance requirements to ensure that there is appropriate coverage that is in accordance with this Agreement.

16.6 **Increased Coverage.**

If any aggregate insurance limit is exceeded, Contractor must purchase additional coverage to meet these requirements.

16.7 **Cross Liability.**

All insurance provided by Contractor that affords additional insured status shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the Consortium or its member Counties specific to the Consortium's additional insured status and Contractor's activities hereunder and shall include a severability of interests (cross liability) or separation of insured provision.

17. DISPUTE RESOLUTION.

17.1 Disputes Between Contractor and Other Contractors in Multi-Contractor Environment.

17.1.1 The Consortium currently operates the CalSAWS System in a multi-contractor environment. As such, Contractor will be required to interact and work cooperatively with other contractors on various aspects of the CalSAWS System, including ongoing application and infrastructure development, testing, deployment and maintenance.

17.1.2 The Consortium has established the Delivery Integration Framework to manage the governance structure and processes in an integrated multi-contractor environment. The Delivery Integration Framework incorporates system engineering/system integration principles and best practices to achieve the following:

17.1.2.1 Facilitate, support and monitor the effectiveness of the multi-contractor environment.

17.1.2.2 Participate in the creation and execution of plans and processes to govern multiple contractors working collectively in the CalSAWS environment.

17.1.2.3 Coordinate the timing and entry/exit criteria associated with design, build, test and delivery across contractors when multiple parties are required to implement a change or add a capability.

17.1.2.4 Monitor and clarify lines of delineation between contractors.

17.1.2.5 Monitor effectiveness of contractor interactions.

17.1.2.6 Serve as the first entity to resolve disputes between or among contractors.

17.1.3 In any case in which an issue or dispute arises between Contractor and other contractors providing goods or Services on the CalSAWS System, Contractor shall promptly bring the dispute to the attention of the Consortium's PMO Director. Upon being notified of a potential issue or dispute between Contractor and other contractors working on the CalSAWS System, the Consortium's PMO Director will meet with appropriate Staff from both parties in an effort to resolve the issue or dispute.

17.1.4 If the Consortium's PMO Director is unable to resolve an issue or dispute between Contractor and other contractors working on the CalSAWS System within three (3) days of the issue or dispute being brought to its attention, the Consortium's PMO Director will elevate the issue to the Consortium Executive Director, who may designate a deputy or deputies to attempt to resolve the issue. If the dispute is submitted to the Consortium Executive Director's designee(s) and the designee(s) is (are) unable to resolve the dispute within a reasonable time not to exceed ten (10) days from the date of submission of the dispute, then

the matter will be submitted back to the Consortium Executive Director who will make the final decision regarding resolution of the issue or dispute. The Consortium Executive Director will make his/her final decision regarding resolution of the issue or dispute within (10) days of its (re)submission to him/her.

17.2 Disputes Between Contractor and Consortium.

17.2.1 Contractor and the Consortium agree to act immediately to mutually resolve any disputes that may arise with respect to this Agreement. The Parties agree that time is of the essence in the resolution of disputes.

17.2.2 Contractor and the Consortium agree that, the existence and details of a dispute notwithstanding, both Parties shall continue without delay their performance hereunder, except for any performance which the parties mutually determine should be delayed.

17.2.3 In the event of any dispute between the Parties with respect to this Agreement, Contractor and the Consortium shall submit the matter to the Contractor's Project Manager and Consortium Executive Director, who may initially designate deputies to attempt to resolve the issue. If the dispute is submitted to the Project Manager's and Executive Director's designees and those individuals are unable to resolve the dispute within a reasonable time not to exceed ten (10) days from the date of submission of the dispute, then the matter shall be submitted back to the Project Manager and Executive Director to resolve. The Project Manager and Executive Director shall have ten (10) days to attempt to resolve the dispute.

17.2.4 In the event that at these levels, there is not a resolution of the dispute acceptable to both parties, then each party may assert its other rights and remedies provided under this Agreement and/or its rights and remedies as provided by law or at equity.

17.3 All disputes utilizing the dispute resolution procedures described in Sections 17.1 and 17.2 shall be documented in writing by each party and shall state the specifics of each alleged dispute and all actions taken. The Parties shall act in good faith to resolve all disputes. At all levels described in this Section, the efforts to resolve a dispute shall be undertaken by conference between the Parties' respective representatives, either by face-to-face meeting or by telephone.

17.4 Notwithstanding any other provision of this Agreement, each party's right, to the extent applicable, to seek injunctive relief as specified in this Agreement shall not be subject to this dispute resolution procedure. Consortium's right to terminate this Agreement pursuant to Section 18.5 (Termination for Convenience) shall not be subject to this dispute resolution procedure. Contractor may contest, in good faith, any such termination in accordance with its rights and remedies provided under this Agreement and/or its rights and remedies as provided by law or at equity.

18. TERMINATION.

18.1 Termination for Material Breach.

In addition to the termination rights described elsewhere in this Agreement, the Consortium may terminate this Agreement with prior Notice to Contractor if Contractor materially breaches this Agreement, provided the Consortium has given Contractor Notice of such breach and Contractor failed to cure such breach within thirty (30) days after receipt of such Notice.

18.2 Termination for Rejection of BenefitsCal Deliverables.

If Contractor delivers a BenefitsCal Deliverable containing Deficiencies or fails to timely deliver a Deliverable, and subsequently fails to cure the Deficiency as required by Section 11, the Consortium shall have the right to terminate this Agreement in accordance with Section 18.1, without penalty or liability to it, with such a termination being deemed a termination due to Contractor's default. If the Consortium terminates this Agreement under this Section, Consortium shall have the right to seek recovery of all actual damages, including all payments made to Contractor for the rejected Deliverable and related Services rendered in connection with the deficient Deliverable, subject to equitable adjustment for any portion of the Deliverable or Services used or retained by the Consortium or from which the Consortium derives value. Contractor shall be liable for all inbound and outbound preparation and shipping costs for any Deliverable returned pursuant to this provision.

18.3 Termination for Consortium's Nonpayment.

If the Consortium fails to pay Contractor undisputed, material charges within ninety (90) days of receipt of Notice from Contractor of the failure to make such payments when due, Contractor may, by giving Notice to the Consortium Executive Director, terminate this Agreement as of a date specified in the Notice of termination. Contractor shall have the right to terminate the Agreement for the Consortium's material breach of the Agreement, if Consortium fails to cure the breach within thirty (30) days of receipt of Notice from the Contractor.

18.4 Termination Remedies.

In the event of termination of this Agreement by the Consortium under Sections 18.1 or 18.2, in addition to its other remedies, the Consortium shall have the right to procure BenefitsCal Deliverables and/or Services that are the subject of this Agreement on the open market and to seek recovery from Contractor for damages, including but not limited to, (a) the cost difference between the original Agreement price for the Deliverables and/or Services and the replacement costs for such Deliverables and/or Services acquired from another contractor; and (b) if applicable, all administrative costs directly related to the replacement of this Agreement for the remaining term, such as costs of competitive bidding, mailing, advertising, applicable fees, charges or penalties, staff time costs. The Consortium shall have the right to deduct from any monies due to Contractor, or that thereafter become due, an amount for damages that Contractor is found to owe the Consortium for Contractor's default and that have been awarded to Consortium by a court of competent jurisdiction.

18.5 Termination for Convenience.

18.5.1 In addition to its other rights to terminate as stated in this Section 18, the Consortium may terminate this Agreement in whole or in part for its convenience upon sixty (60) days prior Notice to Contractor when it is determined by the Consortium to be in its best interests. In addition, invocation of Section 18.6

(Termination for Withdrawal of Authority) or Section 18.7 (Termination for Non-Allocation of Funds) shall be deemed a termination for convenience but will not require such sixty (60) days' Notice. During the above-described sixty (60) day period, Contractor shall wind down and cease work on Deliverables or Services pursuant to this Agreement as quickly and efficiently as possible, without performing unnecessary activities and by minimizing negative effects on the Consortium from such winding down and cessation of work under this Agreement. If this Agreement is so terminated, the Consortium shall be liable only for payment as provided below for Deliverables and Services rendered prior to the effective date of termination.

18.5.2 In case of such termination for convenience, the Consortium shall pay to Contractor the agreed upon amounts, if separately stated, for Deliverables for which Acceptance has been given by the Consortium, amounts for Services performed on Deliverables which are in development but which have not received Acceptance, and amounts for Services which have been provided in accordance with the terms of the Agreement, for which no separate price is stated and which are not associated with or related to specific Deliverables. The amounts for such Services shall not exceed their reasonable value and shall not exceed the amount for the Deliverables with which they are associated or, if not associated with a Deliverable, the price for the Services in the Contractor's Price Proposal or Change Order, whichever is applicable. Any such amounts shall be verified in documentation submitted by Contractor to the Consortium upon its request for it. Failure to agree on the amounts set forth in the documentation provided shall constitute a dispute between the Parties. In no event shall the Consortium pay to Contractor an amount greater than Contractor would have been entitled to if this Agreement had not been terminated.

18.6 Termination for Withdrawal of Authority.

In the event that the authority of the Consortium to perform any of its duties is withdrawn, reduced, or limited in any way after the commencement of this Agreement and prior to normal completion, the Consortium may terminate this Agreement under Section 18.5 (Termination for Convenience).

18.7 Termination for Non-Allocation of Funds.

If funds are not allocated to continue this Agreement in any future period, the Consortium will not be obligated to pay any further charges for Deliverables and/or Services and shall have the right to terminate this Agreement. The Consortium agrees to notify Contractor of such non-allocation at the earliest possible time. No penalty shall accrue to the Consortium in the event this Section is exercised.

18.8 Termination for Conflict of Interest.

18.8.1 The Consortium may terminate this Agreement by written notice to Contractor if it is found, after due notice and examination, that there is a violation by any of the Parties hereto of any laws regarding ethics in public acquisitions and procurement and performance of contracts.

18.8.2 In the event this Agreement is terminated pursuant to Section 18.8.1 either party shall be entitled to pursue the same remedies as it could pursue in the event of a breach of this Agreement.

18.9 Termination Procedures.

18.9.1 Upon termination of this Agreement, the Consortium, in addition to any other rights provided in this Agreement, may require Contractor to deliver to the Consortium any Consortium property, including Deliverables or Work, produced or acquired for the performance of such part of this Agreement up to the date of termination, subject to Contractor's right to receive payment for any such Deliverables or Work delivered to, and retained by the Consortium.

18.9.2 Upon termination of this Agreement due to Contractor's breach of any of its obligations owing pursuant to this Agreement, the Consortium may withhold from any amounts due Contractor for Deliverables or Services such sum as the Consortium's Executive Director determines to be reasonably necessary to protect the Consortium from potential loss or liability.

18.9.3 After receipt of a Notice of termination, and except as otherwise directed by the Consortium in writing, Contractor shall:

18.9.3.1 Stop work under this Agreement on the date, and to the extent specified, in the Notice;

18.9.3.2 Place no further orders or subcontracts for materials, Services, or facilities except as may be necessary for completion of such portion of the work under this Agreement that is not terminated;

18.9.3.3 As soon as practicable, but in no event longer than thirty (30) Days after termination, terminate its orders and subcontracts related to the work which has been terminated and settle all outstanding liabilities and all claims arising out of such termination of orders and subcontracts, with the approval or ratification of the Consortium to the extent required, which approval or ratification shall be final for the purpose of this Section;

18.9.3.4 Complete performance of such part of this Agreement as shall not have been terminated by the Consortium;

18.9.3.5 Take such action as may be necessary, or as the Consortium Executive Director may direct, for the protection and preservation of the property related to this Agreement which is in the possession of Contractor and in which the Consortium has an interest; and

18.9.3.6 Transfer title to the Consortium and deliver in the manner, at the times, and to the extent directed by the Consortium's Executive Director, any property which is required to be furnished to the Consortium and which has been accepted or requested by it, except for Contractor's legally protectible confidential proprietary information.

18.9.4 Contractor shall pay within thirty (30) days, or within such other time as fixed by a court of competent jurisdiction, the damages due the Consortium as the result of any final adjudication, award, or settlement agreement.

18.9.5 Upon the expiration or termination of this Agreement, Contractor shall assist the Consortium in the orderly transfer of Services rendered under this Agreement to a successor contractor or other mode of delivery and the transfer of all aspects hereof, tangible and intangible, as may be necessary for the orderly, non-disrupted business continuation of each party without additional costs or fees, except as specified and approved in this Agreement.

18.9.6 Contractor shall provide to the Consortium all information requested by the Consortium that is necessary to facilitate a subsequent bidding process without additional costs or fees, except for Contractor's proprietary information, including but not limited to, the cost basis for Charges under this Agreement, employee salary information, and Contractor Technology.

18.9.7 Contractor shall provide to the Consortium, without additional cost to it, and at least thirty (30) days prior to the expiration or termination of this Agreement, all files, data, and records necessary to effect the least disruptive and costly transition as possible under the circumstances.

19. GENERAL TERMS AND CONDITIONS.

19.1 Americans With Disabilities Act.

This Act (28 CFR Part 35, Title II, Subtitle A) prohibits discrimination on the basis of disability in all Services, programs and activities provided to the public by State and local governments, except public transportation Services. Contractor shall also comply with all applicable provisions of Title I (Employment) of the Americans with Disabilities Act. Contractor shall not discriminate on the basis of disability in connection with the Services, programs, and activities performed and provided under the Agreement. In addition, Contractor is not required to provide special needs equipment at further cost to the Consortium or any of its employees

19.2 Antitrust Violations.

Contractor and the Consortium recognize that overcharges resulting from antitrust violations are in actual economic practice usually borne by the Consortium. Therefore, Contractor hereby assigns to the Consortium any and all claims for such overcharges as to goods and Services purchased in connection with this Agreement, except as to overcharges not passed on to the Consortium resulting from antitrust violations commencing after the date of the bid, quotation, or other event establishing the charges under this Agreement.

19.3 Artificial Intelligence.

With respect to the use of any Artificial Intelligence (AI) (which, for purposes of this Agreement, shall have the same meaning as set forth in 15 U.S.C. § 9401(3)), Contractor shall follow the guiding principles for the safe and secure use of AI as set forth in Section 22, of the Department of General Services Procurement Division, INFORMATION TECHNOLOGY - GENERAL PROVISIONS CLOUD - COMPUTING SERVICES, DGS PD 402-ITGP (Cloud) (Rev. 02/20/2025) , which is incorporated herein by reference.

During the term of this Agreement, Contractor must notify the Consortium in writing if their Services or any Work under this Agreement includes, or makes available, any previously unreported GenAI technology, including GenAI from third parties or subcontractors.

At the direction of the Consortium, Contractor shall discontinue the use of any new or previously undisclosed GenAI technology that materially impacts functionality, risk or performance under this Agreement, until use of such GenAI technology has been approved by the Consortium.

Failure to disclose GenAI use to the Consortium may be considered a breach of this Agreement under Section 18.1 entitling Consortium to seek all remedies available under this Agreement.

In addition to other disclosures of GenAI use that Contractor has or may make, Contractor may seek consent from the Consortium to utilize tools and applications such as RPA, AI, cloud, cyber, immersive, and other similar tools and applications as available. These tools and applications may be utilized for their innovation, efficiency, and ability to enhance Contractor's solutions. No such tools shall be used or applied to the CalSAWS System prior to the approval of the Consortium's Executive Director or his or her designee.

19.4 **Assignment.**

Except as to a party that purchases all, or substantially all, of Contractor's assets, Contractor may not assign or transfer this Agreement or any of its rights hereunder, or delegate any of its duties hereunder, without the prior written consent of the Consortium's Executive Director. In the event of an assignment resulting from the purchase and sale of all, or substantially all, of Contractor's assets, Contractor will promptly notify Consortium of such an assignment. In such a case, the Consortium reserves the right to terminate this Agreement for convenience pursuant to section 18.5. The Consortium may assign this Agreement to any State governmental entity and may delegate their duties to such entity in whole or in part without the consent of Contractor. Any attempted assignment, transfer or delegation in contravention of this Section of the Agreement shall be null and void. This Agreement shall inure to the benefit of and be binding on the parties hereto and their permitted successors and assigns. Notwithstanding any other provision of this Agreement, Contractor and Consortium do not intend, in any way, that any person or entity shall acquire any rights as a third-party beneficiary of this Agreement, except that this provision shall not be construed to: (i) limit Contractor's indemnification obligations hereunder; (ii) limit any right explicitly granted to a third party by the terms of this Agreement, including without limitation Section 10.5 of this Agreement; or (iii) limit any obligations that are granted to a third party by operation of law. This Agreement is not intended to create third-party beneficiary rights.

19.5 **Authority.**

Neither party shall have authority to bind, obligate or commit the other party by any representation or promise without the prior written approval of the other party.

19.6 **Binding Effect.**

Each party agrees that the Agreement binds it and each of its employees, agents, independent contractors, and representatives.

19.7 **Business Registration.**

Contractor must be registered to conduct business in the State of California and with all applicable agencies, and Contractor shall provide the Consortium with a copy of its business license on or before the Start Date of this Agreement.

19.8 **Claims.**

Contractor must submit claims against the Consortium within the earlier of one (1) year of the date upon which Contractor knew of the existence of the claim or one (1) year from expiration or termination of the Agreement. No claims shall be allowed unless Notice of such claim has been given within the above described time period. Such claims must be submitted to the Consortium's Executive Director or his or her designee by Contractor in the form and with the certification prescribed by the Consortium's Executive Director or his or her designee. Upon failure of Contractor to submit its claim within the time allowed, all rights to seek amounts due on account of such claims shall be waived and forever barred. Notwithstanding the foregoing or anything to the contrary in this Agreement, and only to the extent not prohibited by applicable federal or state law, in the event Consortium brings a legal action against Contractor, Contractor's right to assert counterclaims against the Consortium shall not be deemed waived or barred by this Section 19.7.

19.9 **Non-Discrimination Statement.**

19.9.1 In accordance with federal civil rights laws and U.S. Department of Agriculture (USDA) civil rights regulations and policies, entities participating in, or administering, USDA programs are prohibited from discriminating based on race, color, national origin, religion, sex, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by USDA (not all bases apply to all programs). Remedies and complaint filing deadlines vary by program or incident.

19.9.2 In the event of Contractor's noncompliance or refusal to comply with any applicable civil rights or nondiscrimination law, regulation or policy, this Agreement may be rescinded, canceled or terminated in whole or in part under Section 16.1 (Termination for Material Breach), and Contractor may be declared ineligible for further contracts with the Consortium. Contractor shall be given a reasonable time in which to cure noncompliance. In addition to the cancellation of this Agreement, Contractor may be subject to penalties under federal and State law.

19.9.3 In addition to the above, Contractor, its agents, officers, employees and subcontractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free from such discrimination and harassment as defined in the California Fair Employment and Housing Act (Government Code Section 12900, et seq.) and the applicable regulations promulgated thereunder in the California Code of Regulations (Title 2, Section 11000, et seq.) The applicable regulations of the Fair Employment and Housing Commission implementing Government Code, Section 12990(a-f), set forth in Chapter 5 of Division 4 of Title 2 of the California Code of Regulations, CDSS Manual of Policies and Procedures, Division 21, and Welfare and Institutions Code, Section

10000 are incorporated into this Agreement by reference and made a part hereof as if set forth in full. Contractor further agrees to abide by the nondiscrimination policies of the member Counties in the Consortium. Contractor and its Subcontractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreements.

19.9.4 Contractor shall include the nondiscrimination and compliance provisions of this Section in agreement with all Subcontractors to perform work under this Agreement.

19.10 Compliance With Health and Safety and Related Laws.

Contractor will at all times comply with all applicable workers' compensation, occupational disease, and occupational health and safety laws, statutes, and regulations to the fullest extent applicable. Contractor shall comply with all applicable local safety and health clearances, including fire clearances, for each site where Services are provided under the terms of this Agreement. Contractor will comply with all applicable health laws and regulations, including, but not limited to the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191 ("HIPAA"), the Health Information Technology for Economic and Clinical Health Act, Public Law 111-005 ("the HITECH Act"), and regulations promulgated thereunder by the U.S. Department of Health and Human Services, 42 C.F.R. Part 2, and other applicable laws.

19.11 Darfur Contracting Act Certification.

Pursuant to Public Contract Code section 10478, if a bidder or proposer currently or within the previous three years has had business activities or other operations outside of the United States, it must certify that it is not a "scrutinized" company as defined in Public Contract Code section 10476.

19.12 Cooperation of Parties.

The Parties agree to fully cooperate with each other in connection with the performance of their respective obligations and covenants under this Agreement.

19.13 Copeland Anti-Kickback Act.

Contractor acknowledges and agrees that: (i) it is subject to the Copeland "Anti-kickback" Act, Title 18 U.S.C. Section 874; and (ii) Contractor shall be fined by applicable law under this title or imprisoned not more than five years, or both by applicable law if, by force, intimidation, or threat of procuring dismissal from employment, or by any other manner whatsoever, Contractor induces any person employed in the construction, prosecution, completion or repair of any public building, public work, or building or work financed in whole or in part by loans or grants from the United States, to give up any part of the compensation to which he is entitled under his contract of employment. Contractor also acknowledges and agrees that: (i) Contractor and each Subcontractor are subject to Title 40, U.S.C. (as amended) Sec. 3145, Regulations governing contractors and subcontractors; (ii) each week Contractor shall furnish the Counties with a statement with respect to the wages paid each Contractor and Subcontractor employee during the preceding week; and (iii) Section 1001 of Title 18 of the United States Code (Criminal Code and Criminal Procedure) shall apply to such statements.

19.14 **Covenant Against Contingent Fees.**

19.14.1 Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Agreement upon any contract or understanding for a commission, percentage, brokerage, or contingent fee, except bona fide employees or a bona fide established commercial or selling agency of Contractor.

19.14.2 In the event of breach of this Section by Contractor, the Consortium shall have the right to either annul or terminate this Agreement without liability to the Consortium, or, in the Consortium's discretion, deduct from payments due to Contractor, or otherwise recover from Contractor, the full amount of such commission, percentage, brokerage, or contingent fee.

19.15 **Debarment and Suspension.**

19.15.1 As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110, as well as by 29 CFR Part 98, Appendix A, by signing and submitting this Agreement, Contractor certifies that it and its principals; (a) are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency; (b) have not within a three (3) year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; (c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in Section 16.15.1(b); and (d) have not within a three-year period preceding the Effective Date had one or more public transactions (federal, state, or local) terminated for cause or default. Contractor certifies that it will not contract with a subcontractor that is debarred or suspended. Contractor further agrees that it will include this clause entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion Lower Tier Covered Transactions," without modification in all lower tier transactions and in all solicitations for lower tier covered transactions.

19.16 **Domestic Partners.**

Contractor certifies that it is in compliance with Public Contract Code Section 10295.3 with regard to benefits for domestic partners. For contracts executed or amended after July 1, 2004, Contractor may elect to offer domestic partner benefits to Contractor's employees in accordance with Public Contract Code Section 10295.3. However, Contractor cannot require an employee to cover the costs of providing any benefits, which have otherwise been provided to all employees regardless of marital or domestic status.

19.17 **Drug Free Workplace Certification.**

19.17.1 The Federal government implemented the Drug Free Workplace Act of 1988 in an attempt to address the problems of drug abuse on the job. It is a fact that employees who use drugs have less productivity, a lower quality of work, and a higher absenteeism, and are more likely to misappropriate funds or Services. From this perspective, the drug abuser may endanger other employees, the public at large, or themselves. Damage to property, whether owned by this entity or not, could result from drug abuse on the job. All these actions might undermine public confidence in the Services this entity provides. Therefore, in order to remain a responsible source for government contracts, the following guidelines have been adopted:

19.17.1.1 The unlawful manufacture, distribution dispensation, possession or use of a controlled substance is prohibited in the workplace.

19.17.1.2 Violators may be terminated or requested to seek counseling from an approved rehabilitation service.

19.17.1.3 Employees must notify their employer of any conviction of a criminal drug statute no later than five days after such conviction.

19.17.1.4 Although alcohol is not a controlled substance, it is nonetheless a drug. It is the policy of the California WIC Program that abuse of this drug will also not be tolerated in the workplace.

19.17.1.5 Contractors of federal agencies are required to certify that they will provide drug-free workplaces for their employees.

19.17.2 By signing this Agreement, Contractor hereby certifies under penalty of perjury under the laws of the State of California that Contractor will comply with the requirements of the Drug Free Act of 1990 (Government Code Section 8350 et seq.) and will provide a drug free workplace by taking the following actions:

19.17.2.1 Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by California Government Code 8355(a).

19.17.2.2 Establish a Drug Free Awareness Program as required by Government Code Section 8355(b) to inform employees about all of the following:

- (1) The dangers of drug abuse in the workplace;
- (2) Contractor's policy of maintaining a drug free workplace;
- (3) Any available counseling, rehabilitation, and employee assistance programs; and

- (4) Penalties that may be imposed upon employees for drug abuse violations.

19.17.2.3 Provide, as required by California Government Code Section 8355(c), that every employee who works on the Agreement:

19.17.2.4

- (1) Will receive a copy of the Contractor's drug free policy statement; and
- (2) Will agree to abide by the terms of the Contractor's statement as a term of condition of employment on the Agreement.
- (3) Failure to comply with these requirements may result in suspension of payments under the Agreement or termination of the Agreement or both and Contractor may be ineligible for award of any future agreements by the Counties if the Counties determine that any of the following has occurred:
 - (4) Contractor has made false certification; or
 - (5) Violates the certification by failing to carry out the requirements as noted above.

19.17.3 In addition, Contractor agrees as follows to comply with the Drug Free Workplace Act of 1988:

19.17.3.1 The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the workplace;

19.17.3.2 Violators may be terminated by the Counties or requested to seek counseling from an approved rehabilitation service;

19.17.3.3 Contractor and Subcontractor employees must notify Contractor or Subcontractor, respectively, of any conviction of a criminal drug statute no later than five (5) days after such conviction; and

19.17.3.4 Contractor shall certify to the Counties that it shall provide drug-free workplaces for its employees.

19.18 Entire Agreement; Acknowledgment of Understanding.

The Consortium and Contractor acknowledge that they have read the Agreement, the attached Exhibits which are incorporated herein by this reference, and other documents incorporated into the Agreement by reference, understand them and agree to be bound by their terms and conditions. Further, the Counties and Contractor agree that the Agreement (including the Exhibits and documents incorporated into the Agreement by reference) are the complete and exclusive statement of the Agreement between the parties relating to the subject matter of

the Agreement and supersede all letters of intent or prior contracts or prior representations, oral or written, between the parties relating to the subject matter of the Agreement.

19.19 Environmental Protection Standards.

19.19.1 General.

Contractor shall comply with Section 306 of the Clean Air Act, Section 309 of the Clean Water Act, Executive Order 11246 of the Equal Employment Opportunity, and Environmental Protection Agency Regulations (40 C.F.R. Part 15).

19.19.2 The Clean Air Act, Section 306.

19.19.2.1 No federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and Services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.

19.19.2.2 The Administrator shall establish procedures to provide all federal agencies with the notification necessary for the purposes of subsection (a).

19.19.2.3 In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

19.19.2.4 The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

19.19.2.5 The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to the progress and problems associated with implementation of this section. [42 U.S.C. 7606].

19.19.2.6 The Consortium may extend this prohibition to other facilities owned or operated by Contractor.

19.19.3 The Clean Water Act.

19.19.3.1 No federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and Services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.

19.19.3.2 The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.

19.19.3.3 In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than one hundred eighty (180) days after the enactment of this Act, cause to be issued an order:

- (1) Requiring each agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and
- (2) Setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- (3) The President exempts any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- (4) The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.
- (5) No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section. (2) In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).

19.20 Fair Labor Standards Act.

Contractor shall comply with all applicable provisions of the federal Fair Labor Standards Act, and shall indemnify, defend, and hold harmless the Consortium, the State, the Counties, and their officers, employees and agents from any and all liability resulting from third-party claims, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to the Federal Fair Labor Standards Act for work performed by Contractor's employees for which the State or Counties may be found jointly or solely liable.

19.21 Force Majeure.

Neither Contractor nor the Consortium shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control of such party and without fault or negligence of such party. Such events shall include but not be limited to acts of God, strikes, lockouts, riots, acts of war, epidemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism, or other disasters, whether or not similar to the foregoing, and acts or omissions or failure to cooperate of the other party or third parties (except third parties do not include Subcontractors, suppliers or vendors of Contractor, e.g., telecommunications Services vendors for the Network, or subcontractors, suppliers or vendors of the Counties), except to the extent such third party entities experience an event beyond its reasonable control and without the fault or negligence of such entity. In the event Contractor is delayed in its performance under this Agreement through any act or omission of Consortium or its vendors, Consortium and Contractor shall meet and confer in good faith to negotiate reasonable schedule and price adjustments.

19.22 Governing Laws.

This Agreement shall be governed in all respects by the law and statutes of the State of California, without reference to conflict of law principles. The exclusive jurisdiction and venue of any action hereunder shall be in the State or federal courts in the County of Sacramento. Contractor accepts the personal jurisdiction of such courts.

19.23 Headings.

The headings throughout the Agreement are for reference purposes only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

19.24 Licensing.

Any licenses, certificates, or permits required by the federal, State, County, or municipal governments for Contractor to provide the Services described in the Agreement must be procured by Contractor and be valid at the time Contractor enters into this Agreement. Further, during the term of this Agreement, Contractor must maintain such licenses, certificates, and permits in full force and effect. Licenses, certificates, and permits may include, but are not limited to drivers' licenses, professional licenses or certificates, and business licenses. Such licenses, certificates, and permits will be procured and remain in full force by Contractor at no expense to the Consortium.

19.25 **Litigation.**

19.25.1 **Notice of Litigation.**

Contractor shall promptly notify the Consortium in the event that Contractor learns of any actual litigation in which it is a party in a case which involves Services provided under this Agreement. Contractor shall promptly, after being served with a summons, complaint, or other pleading which has been filed in any federal or State court or administrative agency, deliver copies of such document(s) to the Consortium's Executive Director. The term "litigation" includes but is not limited to an assignment for the benefit of creditors and filings in bankruptcy, reorganization or foreclosure.

19.25.2 **Costs.**

In the event that the Consortium is, without any fault on its part, made a party to any litigation commenced by or against Contractor in connection with this Agreement, Contractor shall pay for all litigation costs and expenses incurred by or imposed on the Consortium, including attorneys' fees, to the extent arising from the errors or omissions of Contractor, its officers, employees, agents, or Subcontractors.

19.26 **Lobbying Restrictions.**

19.26.1 **Federal Restrictions.**

Contractor shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (31 U.S.C. § 1352) and any implementing regulations and shall be responsible for ensuring that all Subcontractors or sub-grantees of funds provided under this Agreement also fully comply with all such certifications and disclosure requirements.

19.26.2 **State and County Restrictions.**

Contractor shall be responsible for its lobbyists' compliance with federal, State and County lobbyist laws and regulations in connection with their lobbyist activities related to this Agreement. Failure of any such lobbyist to fully comply with such statutes, regulations, and ordinances constitutes a material breach of this Agreement by Contractor.

19.26.3 **Certification Regarding Lobbying.**

For Agreements with contractors who are state entities not under the authority of the Governor, or cities, private firms or agencies which are receiving in excess of \$100,000 in federal funds from the State to perform Services, the Contractor agrees to sign and submit to the State the 'Certification Regarding Lobbying' form. (Section 1352, Title 31 of the U.S. Code).

19.26.4 Contractor acknowledges that the Anti-Lobbying Act prohibits the recipients of federal contracts, grants, and loans from using appropriated funds for lobbying the Executive or Legislative Branches of the federal government in

connection with a specific contract, grant, or loan. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82, Contractor certifies that:

19.26.4.1 No federal appropriated funds have been paid or will be paid, by or on behalf of Contractor to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension(s), continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;

19.26.4.2 If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, Contractor shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions; and

19.26.4.3 Contractor shall require that the language of this certification in Section 19.26.3 and 19.26.4 be included in the award documents for all sub-awards at all (including but not limited to sub-grants, contracts under grants and cooperative agreements, and Subcontractor subcontracts) and that all Subcontractors shall certify and disclose accordingly.

19.27 Modifications and Amendments

19.27.1 No modification, amendment, alteration, addition or waiver of any Section or condition of this Agreement shall be effective or binding unless it is in writing and signed by an authorized representative of Contractor and the Consortium Executive Director or designee if there is not an increase or decrease to the Total Maximum Contract Sum. If there is an increase or decrease to the Maximum Amount, then the Consortium Executive Director or designee must obtain approval from the Consortium Board of Directors before any such increase or decrease is effective. In no event will Contractor be required to perform Services above the Total Maximum Contract Sum if approval has not been received.

19.27.2 Only the Consortium Executive Director or authorized designee shall have the express, implied, or apparent authority to alter, amend, modify, or waive any clause or condition of this Agreement on behalf of the Consortium. Furthermore, unless otherwise provided herein, any alteration, amendment, modification, or waiver of any clause or condition of this Agreement is not effective or binding until made in writing and signed by an authorized representative of Contractor and the Consortium Executive Director or designee if there is not an increase or decrease to the Total Maximum Contract Sum. If there is an increase or decrease to the Total Maximum Contract Sum, then the Consortium Executive Director or designee must obtain approval from the

Consortium's Board of Directors before any such increase or decrease is effective.

19.27.3 Contractor shall notify the Consortium of the names of individuals who have authority to bind Contractor to modifications to the Agreement and of the limits of such authority at the time Contractor submits its Response and at such other times as required. The State reserves the right to review and approve all amendments to the Agreement.

19.28 Non-Waiver.

Except as otherwise specifically provided herein, any failure or delay by either party to exercise or partially exercise any right, power or privilege under the Agreement shall not be deemed a waiver of any such right, power, or privilege under the Agreement. Any waivers granted by a party for breaches hereof shall not indicate a course of dealing of excusing other or subsequent breaches. One party's pursuit or non-pursuit of a remedy under this Agreement for the other party's breach of its obligations will neither constitute a waiver of any such remedies or any other remedy that a party may have at law or equity for any other occurrence of the same or similar breach, nor estop a party from pursuing such remedy.

19.29 Notices.

Except as otherwise permitted herein, any notice or demand or other communication required or permitted to be given under this Agreement or applicable law shall be effective if and only if it is in writing, properly addressed, and either delivered in person, by a recognized courier service, or deposited with the United States Postal Service as first class mail, postage prepaid, to the parties at the following addresses:

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

Contractor:
Accenture LLP
Lisa Salas
1610 R Street
Sacramento, CA 95811
Lisa.a.salas@accenture.com

500 W. Madison
Chicago, IL 60661
Attention: Health and Public Services Legal Lead

Notices shall be effective upon receipt or four (4) business days after mailing, whichever is earlier. The Notice address as provided herein may be changed by Notice given as provided above.

19.30 **Pro Children Act of 1994.**

Contractor shall comply with Public Law 103-227, Part C – Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994.

19.31 **Publicity.**

The award of this Agreement to Contractor is not in any way an endorsement of Contractor or Contractor's Services by the Consortium and shall not be so construed by Contractor in any advertising or publicity materials. Contractor agrees to submit to the Consortium Executive Director in advance all advertising, sales promotion, and other publicity matters relating to this Agreement in which the Consortium name is mentioned or language is used by which, in the Consortium's judgment, its involvement may be inferred or implied. Contractor further agrees not to publish or use such advertising, sales promotion, or publicity matter without the prior written consent of the Consortium. Contractor shall not in any way contract on behalf of or in the name of the Consortium. Nor shall Contractor release any informational pamphlets, notices, press releases, research reports, or similar public notices concerning this project without obtaining the prior written approval of the Consortium.

19.32 **Recycling.**

Contractor shall use recycled and recyclable products, whenever practicable, in fulfilling the terms of this Agreement. Recycled printed products shall include a symbol identifying the recycled material.

19.33 **Remedies.**

Unless a remedy is specifically designated as exclusive, no remedy conferred by any of the specific provisions of the Agreement is intended to be exclusive of any other remedy, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder, now or hereafter existing at law or in equity or by statute or otherwise. The election of any one or more remedies by either party shall not constitute a waiver of the right to pursue other available remedies.

19.34 **Severability.**

If any term or condition of this Agreement or the application thereof to any person(s) or circumstances is held invalid, such invalidity shall not affect other terms, conditions, or applications which can be given effect without the invalid term, condition, or application; to this end the terms and conditions of this Agreement are declared severable.

19.35 **Sovereign Immunity.**

The parties expressly agree that no provision of this Agreement is in any way intended to constitute a waiver by the Consortium member Counties or the State of any immunities from suit or from liability that the Consortium member Counties or the State may have by operation of law.

19.36 State Energy Conservation Plan.

Contractor agrees to recognize and comply with the mandatory standards and policies relating to energy efficiency in the State Energy Conservation Plan Title 23 and 24, the California Code of Regulations, as required by the U.S. Energy, Policy and Conservation Act (P.L. 94-165).

19.37 Survival.

All Services performed and Deliverables provided pursuant to the authority of this Agreement are subject to all of the terms, conditions, price discounts and rates set forth herein, notwithstanding the expiration of the initial term of this Agreement or any extension thereof. Further, the terms, conditions and warranties contained in this Agreement that by their sense and context are intended to survive the completion of the performance, cancellation or termination of this Agreement shall so survive. In addition, those terms specified in this Agreement as surviving the termination of it, shall remain in full force and effect as expressly stated in the applicable sections.

19.38 Waiver.

Waiver of any breach of any term or condition of this Agreement shall not be deemed a waiver of any prior or subsequent breach. No term or condition of this Agreement shall be held to be waived, modified or deleted except by a written instrument signed by the parties hereto.

19.39 Counterparts.

This Agreement may be executed in counterparts or in duplicate originals. Each counterpart or each duplicate shall be deemed an original copy of this Agreement signed by the parties for all purposes.

20. OFFSHORE WORK; SECURITY ACCESS AND TECHNOLOGY REQUIREMENTS.**20.1 Introduction.**

This Section 20 sets forth, the security, access and technology requirements for the performance of Work under the Agreement as conducted by Contractor or its Subcontractors outside the United States (referred to in this Section as "Offshore Work"). By this Section 20, Consortium agrees and acknowledges that the Work expressly designated may be performed offshore at Contractor's offshore facilities. All Work will be conducted in accordance with all data privacy and security requirements included in the Agreement, including but not limited to, the requirement that all Work performed offshore must take place within a secure bay dedicated to the Work ("Secure Bay").

20.2 Definitions.

Terms not otherwise specifically defined in this Section 20 shall have the same meaning as used elsewhere in this Agreement.

20.2.1 Personally Identifiable Information ("PII"). PII is information that can be used alone or with other information to identify, contact, or locate a single person, or to identify them in context. It includes: (1) A first and last name; (2) A

home or other physical address, including street name and name of a city or town; (3) An e-mail address; (4) A telephone number; (5) A social security number; and (6) any other identifier that permits the physical or online contacting of a specific individual. PII also includes information defined as Personal Information in California Civil Code section 1798.3 and section 1798.29(g)-(h).

20.2.2 Protected Health Information (“PHI”): PHI is, as defined by 45 C.F.R. section 160.103, information transmitted or maintained by a covered entity or its business associates in any form or medium. It includes an individual’s past, present, or future physical or mental health or condition, the provision of health care to the individual, or the past, present, or future payment for the provision of health care to the individual, and that identifies the individual or for which there is a reasonable basis to believe can be used to identify the individual.

20.2.3 Production Data: The term “Production Data” includes all data falling within the definition of “Program Data,” which is defined as all federal, state, county, and/or other data and information: (i) which is stored online, stored off-line, or computed, and used or accessed by Contractor for providing services under this Agreement and all backups of such data and information, and/or placed into, used within, or resulting from the use of, the CalSAWS Software and all backups of such data and information and (ii) which is not System Data. The term “Production Data” also includes any data containing PII or PHI and also includes any and all case data.

20.3 **Additional Terms.**

In addition to all of the obligations applicable to Contractor under this Agreement, Contractor will provide the following additional controls with respect to all Offshore Work. The details regarding these additional controls will be set forth in the BenefitsCal PCD, which is incorporated herein by reference.

20.3.1 **Secure Bay Requirements.**

Contractor will handle or access Production Data in performing all Offshore Work within a Secured Bay environment, which will adhere to the following requirements:

20.3.1.1 The Secure Bay will be a physically segregated space that is clearly demarked from other common areas by walls and doors capable of supporting both magnetic and key locks.

20.3.1.2 Access to the Secure Bay must be controlled and audited via electronic badge system. Individuals may not share badges.

20.3.1.3 Only Contractor’s staff required for performing Work for Consortium, and other supporting activities (IT Admin., etc.) will be allowed to access the Secure Bay.

20.3.1.4 Security guards must be posted at all entrances of each facility that houses a Secure Bay.

20.3.1.5 Contractor will not authorize copying of any data from the Windows Virtual Desktop Instances (VDIs) to a local computer via copy/paste, screen capture, camera picture, or otherwise under any circumstance.

20.3.1.6 All devices such as mobile phones, USB storage devices, other external storage devices, and any other media recording devices will be prohibited. Any exceptions must be explicitly approved by the Consortium Executive Director.

20.3.1.7 All computers in the Secure Bay must be locked down to not allow the use of any external ports and devices including, but not limited to, USB ports, serial ports, and CD/DVD Drives, except when required to deliver the Work (e.g., monitor, keyboard, mouse, network connectivity).

20.3.1.8 The use of paper, pens, pencils and printed material may be allowed in the Secure Bay, however, no Consortium documents or printed materials may be taken out of the Secure Bay by Contractor staff under any circumstance. Paper must be shredded before discarding. Print capabilities will be restricted to supervisors or other senior management.

20.3.2 **Virus Protection.**

20.3.2.1 Contractor's workstations in the Secure Bay will have Symantec Antivirus, IDS Proventia, and PointSec Encryption or substantially similar protections.

20.3.2.2 Contractor will update, operate, and maintain such virus protection and malware prevention software.

20.3.3 **Workstations.**

20.3.3.1 Contractor personnel will use the standard Consortium workstation image build with access to Consortium's environment.

20.3.3.2 Contractor will limit administrative rights to workstations.

20.3.3.3 The workstation environment will meet agreed-upon security requirements (e.g. desktop encryption; updated anti-virus definitions; patch management processes).

20.3.3.4 Contractor will centrally manage operating software patching of workstations. Security patches released by Microsoft will be pushed to workstations and monitored.

20.3.4 **Security.**

20.3.4.1 Contractor personnel located in the Secure Bay will (i) undergo annual information security compliance training, HIPAA awareness sessions, and Consortium data protection training in order to protect (i) Production Data as defined in Section 20.2.3 above and (ii) Program Data

and System Data as defined in this Agreement, from unauthorized use, disclosure or access; and (ii) document attendance at, or completion of, same.

20.3.4.2 Consortium supplied access such as security certificates will be periodically reconciled and inventoried.

20.3.5 Reporting and Access.

20.3.5.1 Contractor's information security unit will enforce and monitor the Secure Bay and report upon its compliance with the controls to the project team.

20.3.5.2 Contractor will provide reasonable access to its remote/offshore facilities and equipment, and make its books and other records pertaining to the Work, available to Consortium to inspect, evaluate, and audit books and other records pertaining to any aspect of the Work being performed in Contractor's remote/offshore facilities.

20.3.5.3 Contractor shall provide the Consortium with rights of access to materials, facilities and persons that the Consortium may reasonably request in order to monitor on an on-going basis Contractor's compliance with the requirements described and referenced in this Section 20.

20.4 Permissible Work in Offshore Facilities.

20.4.1 Subject to the limitations set forth either in this Section 20, or any limitations otherwise imposed in any other Section of the Agreement, Contractor is authorized to perform up to forty percent (40%) of the Work required of Contractor under this Agreement within the Secure Bays at any of the Contractor's offshore or remote locations.

20.4.2 Contractor must first mask or otherwise obfuscate any Data that is accessible from the Secure Bays at any of Contractor's offshore locations.

20.4.3 Contractor must comply with, implement, adhere to, and align with all applicable State, Federal, and Consortium standards, regulations, guidelines and requirements in place as of the Effective Date of this Agreement and as may be updated, revised, or amended thereafter. These include, but are not limited to, Social Security Administration (Technical System Security Requirements), NIST, ADA, and California SIMM/SAM) requirements.

20.4.4 The Parties may, at any time, mutually agree in writing to expand the (a) scope of Work performed or (b) data accessed offshore in Contractor's offshore locations.

20.5 Background Checks of Staff Working in Offshore Facilities.

For all Staff working in Offshore Facilities, Contractor shall conduct a thorough background check of each proposed Staff, to the extent permitted by applicable local law, and shall, upon request, provide written confirmation of that background check having been performed to the

Consortium prior to onboarding them. The background check conducted by the Contractor shall include, but not be limited to Identity Verification; Criminal background checks (check of all relevant court records for a seven (7) year period; Education Confirmation (confirm all university level education); Employment Confirmation (confirm all professional employment in the last seven (7) years); searches of various government and criminal sanctions lists, including India specific and global databases; confirmation of all professional licenses.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties have set their hands hereunto as of the Execution Date.

CalSAWS Consortium

Signed by:

By: *Michael Sylvester*

Printed Name: Michael Sylvester

Title: Consortium Chair

Date: January 29, 2026

Signed by:

By: *Julia Erdkamp*

Printed Name: Julia Erdkamp

Title: CalSAWS Executive Director

Date: January 29, 2026

DocuSigned by:

By: *M. Tiedemann*

Printed Name: Kronick Moskowitz Tiedemann
& Girard

Title: Consortium Legal Counsel

Date: January 29, 2026

Accenture LLP

DocuSigned by:
Lisa Salas
18C7F0C2B8B8D8C1

By:

Printed Name: Lisa Salas

Title: Managing Director

Date: January 28, 2026

CalSAWS Consortium

BenefitsCal

Exhibit A - Statement of Work

DOCUMENT HISTORY

This document is controlled through the Project Control Process.

DATE	REVISION DESCRIPTION

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1.1 BENEFITS CAL STATEMENT OF WORK

The Statement of Work (SOW) defines the BenefitsCal Services required to maintain and operate the application and associated BenefitsCal. The BenefitsCal Contractor will provide Services as contained in this SOW for the duration of the Agreement.

1.1.1 Consortium Responsibilities

The Consortium will provide Contract management and oversight for this Agreement. It will perform the following responsibilities.

Table 1 - Consortium BenefitsCal Responsibilities

M&O SERVICES ROLES AND RESPONSIBILITIES	
CALSAWS CONSORTIUM	
TASK 1 - TRANSITION-IN	▪ Provide a Transition-In Manager ▪ Participate in and support Transition-In meetings ▪ Provide Consortium Staff to participate in knowledge transfer and internal training activities ▪ Participate in Readiness Reviews ▪ Participate in Testing and Validation activities and walkthroughs ▪ Provide timely review and approval of Contractor Work products and Deliverables

CalSAWS BenefitsCal

M&O SERVICES ROLES AND RESPONSIBILITIES	
CALSAWS CONSORTIUM	
TASK 2 - PROJECT MANAGEMENT	▪ Maintain M&O Project standards, policies and procedures ▪ Maintain the BenefitsCal PCD ▪ Develop and maintain the CalSAWS Master Work Plan ▪ Oversee Contractor Agreements and performance requirement commitments ▪ Provide facilities for Contractor personnel ▪ Provide timely review and approval of Contractor Work products and Deliverables ▪ Maintain and enhance BenefitsCal Project Sponsor and Stakeholder relationships ▪ Maintain and evolve the Collaboration Model and Charter ▪ Provide Consortium Staff to work with the Contractor ▪ Provide access to Project information including technical, program and policy documentation ▪ Work with Contractors to research and resolve deviations and perform issue escalation and resolution ▪ Participate and support corrective action planning and execution activities ▪ Oversee CalSAWS and Consortium business coordination ▪ Manage expectations and communications for the JPA Board of Directors, Project Steering Committee, and other stakeholders for the CalSAWS Project ▪ Manage planning of Project funding
TASK 3 – SYSTEM CHANGE REQUEST	▪ Participate in and support System Change Request (SCR) and BenefitsCal enhancement meetings ▪ Provide Consortium Executive Director approval for SCR and enhancement application changes ▪ Support the User Centered Design, customer experience and public marketing and outreach processes and activities. ▪ Participate in the Change Control Board (CCB) process
TASK 4 - MARKETING AND PUBLIC COMMUNICATIONS	▪ Provide Consortium Executive Director oversight of the approach to public outreach and marketing ▪ Participate and support Marketing and Public Communications planning and implementation of outreach activities ▪ Participate in and support BenefitsCal Marketing and Public Communications meetings

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M&O SERVICES ROLES AND RESPONSIBILITIES	
CALSAWS CONSORTIUM	
TASK 5- SUPPORT SERVICES	- Provide a Technical/Operations Manager - Participate in and support Technical BenefitsCal meetings - Provide Consortium Executive Director approval for new/change/removal of software purchases - Participate in the Change Advisory Board (CAB) process
TASK 6 – ENHANCEMENT AND INNOVATION	- Participate in and support Innovation-related planning implementation meetings - Provide Consortium Staff to participate in Proofs of Concepts environment support assessments - Provide timely review and approval of Contractor Work products and Deliverables - Drive Consortium and Contractor improvements to the Collaboration Model, User Centered Design, and Public outreach
TASK 7 - PRODUCTION OPERATIONS	- Provide a Technical/Operations Manager - Participate in and support Technical BenefitsCal meetings - Provide Consortium Executive Director approval for new/change/removal of software purchases - Participate in the Change Advisory Board (CAB) process - Participate in and support Production Operations meetings - Assist in the management of escalated defects and the notification of the necessary parties - Monitor escalated issues to confirm timely resolution - Review service level reports - Manage communication and coordination of any impacts on the Consortium and stakeholders
TASK 8 – TECHNOLOGY RECOVERY	- Participate in and support Technical Recovery meetings - Participate in Contractor's retrospective of Technical Recovery execution and results
TASK 9 – SECURITY	- Establish security policies and standards for the Contractor - Assist with the research, resolution, and escalation of security breaches as necessary - Report security incidents to external entities as necessary

M&O SERVICES ROLES AND RESPONSIBILITIES	
CALSAWS CONSORTIUM	
TASK 10 – TRANSITION OUT	▪ Provide a Transition-Out Manager ▪ Participate in and support Transition-Out meetings ▪ Provide Consortium Staff to participate in knowledge transfer and internal training activities ▪ Participate in Readiness Reviews ▪ Participate in Testing and Validation activities and walkthroughs ▪ Review and approve Deliverables

1.1.2 Contractor Responsibilities

The Contractor responsibilities include the following general items:

- Perform the Services required under this Agreement in a manner that will not disrupt the CalSAWS operations.
- Deliver the Services specified in this SOW and included in **Exhibit B to Agreement, Statement of Requirements**
- Produce and deliver the Contract Deliverables specified in **Attachment 1 to this Exhibit A, Deliverable Inventory**.
- Apply CalSAWS standardized business processes and leverage mandatory tools as contained in Software Inventory to manage Project activities and satisfy BenefitsCal reporting requirements.
- Comply with all applicable Consortium policies and procedures.
- Supply Contractor personnel with all hardware and CalSAWS Software needed to perform their duties in accordance with the Agreement.
- Supply secure internet and network access to the CalSAWS project tools and environments.
- Coordinate and collaborate with the Consortium and other CalSAWS contractors in application and BenefitsCal activities and associated issue and risk management activities.

1.1.3 BenefitsCal Contractor Staffing

1.1.3.1 Project Location and Core Hours

The Contractor's Staff will be dedicated to the Project unless otherwise described within the Contractor's approach and approved by the CalSAWS Executive Director. The Consortium requires that Contractor Key Staff are dedicated on a full-time basis during the base contract term. Project work hours are Monday, 12:00 P.M. Pacific Time Zone

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through Friday, 12:00 P.M. (Pacific Time Zone). Project meetings should be limited to this period.

During the BenefitsCal Transition-In period 75% of Work performed by Key Staff must be conducted at an approved Project site as defined in this Agreement unless alternate arrangements are approved in writing by the Executive Director. Consortium Key Staff counterparts will also conform to this model.

In all cases, during the BenefitsCal Transition-In period and afterwards, the Contractor must provide at least one Key Staff person on-site on Monday mornings, 8:00 A.M. through 12:00 P.M. and Friday afternoons, 12:00 P.M. through 5:00 P.M.

After the successful completion of the Transition-In period, Key Staff and other Staff may be required to work on-site per Consortium direction. The Consortium assumes up to eight (8) Key Staff and other Staff will work full-time on-site with an additional 10% of Staff working on-site periodically. The Consortium's long-term expectation is to support a remote Staff model.

In the event of one or more Project site relocations, the Contractor will support the transition(s) without interruption of services.

1.1.3.2 Staff Responsibilities

The Contractor is responsible for providing all Staff necessary to fulfill the Services and requirements defined in this RFP and SOW. Any increase to the Agreement price for additional staff will only be allowed pursuant to the Consortium Change Order process.

The Contractor is responsible for employing an approach for Staff management that facilitates a productive working relationship with Consortium Staff, County Staff, other Consortium contractor Staff, and State Staff/Project Sponsors. The Contractor's Staff will proactively coordinate and work collaboratively with the Consortium.

The Contractor is responsible for ensuring all Contractor Staff clearly understand both initial and ongoing roles and responsibilities, how the team and assignments relate to the Project and the overall CalSAWS status and plans. The Consortium operates in a multi-contractor environment. Different Contractors have responsibilities for different aspects of CalSAWS. It is the Consortium's expectation that all Contractor Staff work together cooperatively and collaboratively to achieve the best interests of the Consortium.

All proposed Contractor Staff must have good oral and written communication skills. One aspect of good oral communication skills includes the ability to communicate with diverse groups of users and to convey information technology terms and concepts to non-technical audiences.

All Contractor Staff must prepare for and actively participate in designated Project meetings and represent the best interests of the Consortium, identify and escalate issues as appropriate, and contribute to required status reports.

To facilitate Project progress, it is important to the Consortium that the BenefitsCal Contractor minimizes Staff turnover to the extent possible, particularly for Key Staff as detailed below.

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1.1.3.3 Contractor Staff Changes

For any expected BenefitsCal Key Staff changes, the Contractor will provide a 30-calendar Day notice to the Executive Director regarding the change and plans for transition. The BenefitsCal Contractor will provide the Consortium at least two resumes with proof of experience that meets or exceeds the mandatory qualifications and two references for any recommended replacement Key Staff. The Consortium reserves the right to require face-to-face or phone interviews of all proposed replacement Key Staff. The Consortium reserves the right to accept or reject any proposed Key Staff.

For any unexpected Key Staff changes, the Contractor will provide the Consortium Executive Director a written notification within three business days of knowledge and required Key Staff action. Within seven (7) calendar days of providing such written notice, the Contractor will provide the Consortium Executive Director with plans for transition. All provisions in the preceding paragraph apply to unexpected Key Staff changes.

1.1.3.4 Staff Performance

The Contractor Staff will possess the skills and experience necessary to fulfil the Contractor's responsibilities as set forth in the Agreement. The Contractor will be responsible for identifying and correcting performance issues for its entire Staff (i.e., employees and Subcontractors). Should the Consortium discover performance problems with any Contractor Staff, the Executive Director will notify the appropriate Project Manager as soon as is reasonably possible. If the Executive Director requests removal of any Staff person, the Contractor will immediately remove such Staff from the Project.

1.1.3.5 Approval of Staff

During the Agreement term, the Consortium reserves the right to approve or disapprove the Contractor's Staff, including, but not limited to, any Subcontractor Staff assigned to this Agreement, or to approve or disapprove any proposed changes in Staff or Staffing levels. The Consortium may request the Contractor to remove Contractor employees or Subcontractors from work on the Project for the following circumstances: not possessing the appropriate skill sets for the position, being incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable, or whose continued engagement on the Project is deemed not in the best interest of the Consortium. Such request will be based solely on nondiscriminatory reasons and the Contractor will have the right to request the withdrawal of any such request upon the Contractor demonstrating that the Consortium concern is unfounded. Upon request of the Executive Director or designee, the Contractor will provide the Consortium with the required documentation (e.g., resume with proof of experience that meets or exceeds the mandatory qualifications)

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of any member of its Staff or a Subcontractor's Staff assigned to or proposed to be assigned to any aspect of the performance of this Agreement.

1.1.3.6 BenefitsCal Key Staff

Bidders submitting a Proposal will include the following Key Staff. This Section defines the Key Staff Mandatory Qualification (MQ) requirements for the Contractor's leadership team that will work alongside the Consortium's leadership team for the duration of the Agreement, except for the Transition Manager. The Transition Manager Position will be time-limited for the duration of the Transition-In period.

BenefitsCal Key Staff include the following:

1. Project Manager
2. Project Management Office Lead
3. Transition Lead
4. Application Manager
5. Product Manager
6. User Centered Design Lead
7. Testing Manager
8. Public Communications Lead
9. Security Manager

Key Staff roles descriptions and mandatory qualifications follow.

1.1.3.6.1 Project Manager

The Project Manager is responsible for providing day-to-day management of Contractor resources and activities, including overall performance and Agreement compliance. The Project Manager will act as the primary interface with the Executive Director and Consortium Management Team. The Project Manager is responsible for managing the BenefitsCal scope of Services, their team and administering the Contractor Agreement. The Project Manager is responsible for ensuring the Agreement receives company support, commitment, and oversight to meet or exceed all its contractual requirements. The Project Manager must have the decision-making authority to bind the Contractor contractually to all terms and conditions in the Agreement. The Project Manager is accountable for Contractor Staff performance.

In addition to the above, the Project Manager responsibilities shall include, but not be limited to, the following:

- Overseeing the development and delivery of all Contractor tasks, Services and Deliverables and ensuring they are of the highest quality and are delivered in accordance with the approved BenefitsCal work schedule.
- Ensuring the Contractor team understands the scope of the Agreement and the BenefitsCal role in the "big picture" of how to work in concert with the

CalSAWS BenefitsCal

Consortium and its Delivery Integration Team, Counties, state, stakeholders, clients and other Contractors.

- Participate as part of the DI Team in the revisions and execution of plans and processes to govern multiple contractors working collectively in the CalSAWS environment.
- Provide executive level reporting and communications to Consortium Management, the Executive Director, Joint Powers Authority (JPA) Board of Directors, Project Steering Committee, State program sponsors and other stakeholders.
- Prepare special reports and presentations related to the Project.
- Work cooperatively with the Consortium PMO to resolve escalated issues including, but not limited to, contractual requirements, risk mitigation, BenefitsCal enhancements, and any other issue that requires executive management attention.
- Identify and bring forward technology options and innovation recommendations that will provide the highest value to the Consortium and County business operations.

Table 2 –Project Manager Mandatory Qualifications

PROJECT MANAGER MANDATORY QUALIFICATIONS	
Req#	Mandatory Qualifications
S3	A minimum of five (5) years of experience managing an IT Project using a defined system development life cycle (SDLC), including business and system requirement specifications, design, development, testing, and implementation.
S4	A minimum of five (5) years of experience leading the development of Deliverables on IT Projects within the past ten (10) years with direct responsibility for activities in the following Project Management knowledge areas: scope, time, cost, human resources, risk, quality, integration and communication.
S5	A minimum of five (5) years of experience within the past ten (10) years, supervising teams of 25 people or greater on IT systems Projects.
S6	A minimum of five (5) years of experience within the past ten (10) years building and maintaining strong working relationships with clients and key internal and external stakeholders; conveying relevant information to an executive-level audience, ensuring client is aware of progress/service status; and building credibility and fostering business-partnering relationships.
S7	Possess and maintain a valid Project Management Institute (PMI) Project Management Professional (PMP) certification throughout the term of this Agreement.

1.1.3.6.2 Project Management Office Lead

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The Project Management Office (PMO) Lead is responsible for the administration of the Project Management Office support and overall reporting efforts for the BenefitsCal Contractor. The BenefitsCal PMO Lead responsibilities will include the following:

- Work closely with the BenefitsCal Project Manager and provide PMO support in the execution of the BenefitsCal Contractor's Agreement responsibilities.
- Adhere to the Consortium's PCD and other Consortium required processes and procedures.
- Manage and monitor the BenefitsCal Work Schedule that will be incorporated into the Consortium's Master Work Schedule.
- Ensure the BenefitsCal Contractor's Team's understanding of and adherence to Work Schedule activities, Deliverable responsibilities and Project processes and procedures.
- Lead and support the development and delivery of all BenefitsCal Deliverables and Work products, ensuring they are of the highest quality and are delivered in accordance with the approved BenefitsCal Work Schedule.
- Provide financial reporting regarding planned and actual expenditures monthly using agreed upon formats.
- Establish and manage BenefitsCal related issue resolution and risk mitigation strategies.

Table 3 –PMO Lead Mandatory Qualifications

PMO LEAD MANDATORY QUALIFICATIONS	
Req #	Mandatory Qualifications
S8	A minimum of three (3) years of experience within the past five (5) years leading a PMO in a corporate systems integration organization, Federal, State, County, or Consortium organization.
S9	A minimum of three (3) years of experience directly responsible for supporting activities in the following Project Management knowledge areas: scope, time, cost, human resource, risk, quality, integration and communication.
S10	Possess and maintain a valid Project Management Institute (PMI) Project Management Professional (PMP) certification throughout the term of this Agreement.

1.1.3.6.3 Transition Lead

The Transition Lead's role will span the six (6) month Transition-In period. This position is responsible to plan, coordinate and successfully complete the transition of all responsibilities and functions from the existing contractor to the new BenefitsCal Contractor. Duties and responsibilities of the Transition Lead include:

- Manage all Transition-In activities and deliver a successful transition.
- Develop, maintain, and deliver a Transition-In Plan (TIP).

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- Work collaboratively with the incumbent contractor to accomplish a smooth transition of all BenefitsCal components.
- Minimize impact to end users and County business operations during transition.
- Assist Consortium, Counties, Project Sponsors, and Program Partners in understanding transition-in activities, timelines and impacts to other Consortium initiatives, BenefitsCal releases and Tasks.
- Identify and communicate with internal and external stakeholders/advocates on transition activities as needed.
- Work with the Project Manager in closing out Transition activities.

Table 4 –Transition Lead Mandatory Qualifications

TRANSITION LEAD MANDATORY QUALIFICATIONS	
Req#	Mandatory Qualification
S11	A minimum of 18 months of experience within the past ten (10) years, performing operational transition activities on Projects involving complex IT systems.
S12	Experience within the past ten (10) years, managing the successful transition of IT systems from one (1) company or contract to another on at least two (2) separate Projects. The Transition Manager's experience will have been for a minimum duration of three (3) months for each Project.

1.1.3.6.4 Application Manager

The Application Manager will be responsible for planning, managing, implementing, and monitoring BenefitsCal application changes. Central to this role is the overall management of the UCD, User Experience and the SCR process. The manager will work with Consortium to globally strategize upcoming release planning to fully utilize the Consortium's BenefitsCal budget to meet identified policy and priorities. The manager will confirm the Contractor's application team contains the necessary skill set and experience to carry out application functions required by the SDLC.

This position is responsible for working closely with the design, development and test teams in support of Consortium, County, State, advocate and client activities. The manager will coordinate with these groups to identify, research and resolve questions, and communicate insights to shape the user experiences.

The duties and responsibilities of the Application Manager include:

- Manage the day-to-day activities and all aspects of the Contractor's Application Staff.
- Plan, prepare for and manage application maintenance tasks and resources in accordance with the approved work schedule.
- Oversee the SCR requirements management processes, including monitoring and assessing issues that relate to requirement changes and potential impacts to associated systems.

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- Confirm UCD processes and User Experience (UX) methodologies have been applied, where applicable to improve the User experience for stakeholders, including the public.
- Ensure the Consortium, counties, state, advocate and client input are included in UCD activities throughout the design and development processes and will oversee the design and usability of the BenefitsCal application.
- Identify and proactively bring forward options that will provide the most efficient and effective engagement of users, and the best value to the Consortium, Counties, and stakeholders.
- Confirm that documentation of defect fixes and SCRs are accurately reflected in the appropriate Deliverable.
- Lead application scope management and the evaluation of potential application scope changes.
- Work with the Consortium to prioritize and coordinate release content and effort based on the BenefitsCal SCR queue, service requests, third-party applications and/or other CalSAWS components.
- Work as part of the Consortium continuous improvement efforts for the BenefitsCal SCR process to enable rapid releases into Production.
- Communicate plans for key application changes.
- Deliver timely changes, enhancements, associated deliverables. and defect fixes.
- Assess proposed enhancements for design alternatives based on all identified constraints, such as cost, schedule, usability, maintainability, and reliability.
- Lead the development of all application related Deliverables and work products.
- Document and maintain all required detailed design documentation.
- Perform risk analysis to identify security issues and remediating plans. Identify and/or mitigate operational risks where appropriate.
- Work with the CalSAWS Operations Service Desk Lead and manage Tier 3 support for application tickets that occur in non-production and Production environments and questions received through the AskCalSAWS mailbox.

Table 5 –Application Manager Mandatory Qualifications

APPLICATION MANAGER MANDATORY QUALIFICATIONS	
Req#	Mandatory Qualifications
S13	A minimum of five (5) years of experience within the past ten (10) years of experience in the development, implementation and management of information technology - and IT systems, including cloud architectures, portal applications, business systems, server technologies, and communication technologies.
S14	A minimum of five (5) years of experience within the past ten (10) years, managing a SDLC, including business and system requirement specification, design, development, testing, and implementation, on Projects involving complex IT systems.
S15	A minimum of three (3) years of experience applying UCD processes and User Experience (UX) activities (such as usability reviews, studies, and testing) on IT Projects.

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1.1.3.6.5 Product Manager

The Product Manager is a key team member contributing to and managing the shared vision and desired outcomes of BenefitsCal by working with the Consortium, the counties, the state, and other stakeholders, including the public. The Product Manager identifies users' unmet and underserved needs, systemically designs solutions to meet those needs, and validates the usefulness and value of these solutions. The Product Manager maintains and iterates the key objectives of BenefitsCal and considers how proposed changes and enhancements can be modified, designed, or sequenced to support the BenefitsCal vision and desired outcomes. The Product Manager works closely with the Application Manager, the Regional Managers and other Consortium and Contractor staff to ensure the user voice remains centered and incorporated into BenefitsCal design processes and the impacts of change are fully understood and communicated adequately and timely to counties and affected Stakeholders.

The duties and responsibilities of the Product Manager include:

- Lead cross-functional teams of researchers, designers, engineers, and other Subject Matter Experts in the development of product scope, goals, and strategy, including aligning teams and stakeholders around a shared vision and desired outcomes.
- Develop and maintain list of the core outcomes and metrics for BenefitsCal based on user needs and the agency and product's objectives; obtaining approval from the Consortium and the state and input from other stakeholders, including the public; make evidence-based product decisions.
- Oversee efforts to discover new user needs and incorporate ongoing feedback to iteratively improve BenefitsCal over time.
- Ensure UCD processes and User Experience (UX) methodologies have been applied, where applicable, to understand the problems to be solved and how proposed changes and enhancements to BenefitsCal may best address those problems.
- Ensure input from users, the Consortium, counties, state, and other stakeholders is included in UCD activities throughout the design and development processes and oversee the design and usability of the BenefitsCal application.
- Identify and proactively bring forward solutions that will provide the most efficient and effective engagement of users, streamline service delivery, and bring the most value to users, the Consortium, Counties, state, and other stakeholders.
- Monitor and actively contribute to the prioritization of SCRs and other enhancement requests and propose adjustments to create the most value and align with the vision and desired outcomes for BenefitsCal.
- As part of the prioritization of SCRs and enhancements, when appropriate propose clustering and sequencing of related changes to provide transformational impact to BenefitsCal users.

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- Manage, own, and maintain a master list of proposed changes and enhancements, including details on planned start, actual start, planned completion, actual completion, and other relevant details that can be readily shared with the Consortium, counties, the state, and other stakeholders.
- Oversee experiments to measure the impact of messaging strategies and the effect on applications, completions, and approvals.

Table 6 –Product Manager Mandatory Qualifications

PRODUCT MANAGER MANDATORY QUALIFICATIONS	
Req#	Mandatory Qualifications
S16	Bachelor's Degree in relevant disciplines such as Computer Science, Information Technology, Engineering, Business Administration, or relevant certification from a similar program such as Product Management.
S17	A minimum of five (5) years of experience in technical or technical-related product launch and or management.
S18	A minimum of three (3) years serving as a Product Manager or like role with familiarity in working with public sector services and enterprises.

1.1.3.6.6 User Centered Design Lead

The User Centered Design (UCD) Lead serves as the Project expert on UCD practices and methodologies, drives the development of innovative UCD solutions and provides thought leadership. With the purpose of increasing end-user participation and system usability and user experience, the UCD lead will focus on the needs, preferences, and behaviors of the end users of the BenefitsCal system and create solutions that are intuitive, accessible, and applicable for end users, while also meetings the goals and requirements of Project Sponsors and Stakeholders. Leads the conduct of business analysis projects and may supervise lower-level analysts and direct others in both planning and structuring the work and executing the expected levels of deliverable quality. Duties and responsibilities of the UCD Lead include:

- Adopt the Consortium's UCD best practices and create new methods and tools, such as research, prototyping, usability testing, and evaluation to understand the Users and their context and design and iterate solutions based on User feedback.
- Work with SCR teams to plan, prioritize and deliver UCD work products, including use cases, prototypes and usability studies.
- Serve as the Project expert on UCD and promote, teach, explain UCD thinking, concepts and techniques.
- Advocate for the Users' perspective. Ensure that the voices of Consortium's stakeholders, including end users, community organizations and project sponsors are compellingly represented in the design of new solutions.

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- In collaboration with the Public Communications Lead, conduct User research to understand the needs and goals of the target users, analyzing and synthesizing the data to create use cases, developing design concepts and prototypes, testing and evaluating the solutions with Users and Stakeholders, iterating and refining design solutions based upon test results and feedback, and communicating with the Application Manager and the Project team members to ensure alignment with objectives.
- Identify and cultivate relationships with strategic partners who can provide design expertise for application changes and develop solutions that contribute to the enhancement of the UCD processes.
- Advise Consortium leadership and stakeholders on the quality and effectiveness of the UCD processes used and prepare for and conduct retrospective reviews and continuous improvement activities.
- Demonstrate the understanding of how technical constraints and opportunities inform design solutions.

Table 7 –User Centered Design Lead Mandatory Qualifications

USER CENTERED DESIGN LEAD MANDATORY QUALIFICATIONS	
Req#	Mandatory Qualifications
S19	Bachelor's Degree in relevant design discipline, (e.g., Interaction design, Human Computer Interface, User Experience Design), or certification from similar accelerated learning program.
S20	A minimum of five (5) years of experience leading a program of work through full product development cycles in discovery, concepting, prototypes, requirements, design specifications, implementation and post-implementation.
S21	A minimum of two (2) years of experience leading design work of successful automation products, demonstrating User Centered Design models and User Experience usability studies.
S22	A minimum of two (2) years of experience demonstrating advanced skills in interactive design, Visual/UI design and Architecture.
S23	A minimum of one (1) year of experience conducting User research and prototyping.

1.1.3.6.7 Test Manager

The Test Manager will oversee and monitor testing activities from the creation of test scripts through all testing phases, including unit, System, integration and performance testing. This position will support the Consortium-led County Validation testing efforts. Central to this role is the management of the SCR test process. The manager will confirm the Contractor's Test team contains the necessary skill set and experience to carry out application test functions required by the SDLC. This position is also responsible for release management and will coordinate with the Application Manager to plan, structure, coordinate, deploy and manage releases. The duties and responsibilities of the Test Manager include:

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- Adopt the Consortium's Test Plan and recommend new methods and/or tools such as for usability testing, regression testing, and test reporting.
- Manage the day-to-day activities of the Contractor's Test Team.
- Oversee planning, development, and execution of BenefitsCal testing.
- Lead and coordinate with the development, business, and technical teams to execute all testing activities.
- Coordinate and support the Consortium-lead County Validation testing efforts.
- Plan, develop, review, and maintain the release schedule in conjunction with the Consortium.
- Oversee and conduct BenefitsCal Release Readiness reviews.
- Track all test defects.
- Assist the Consortium in determining defect severity levels for all defects.
- Track all defects through retest and timely resolution.
- Provide and communicate test metrics and progress reports.
- Participate in the Certification of Successful Production Release process as defined within the BenefitsCal Services Plan.

Table 8 –Test Manager Mandatory Qualifications

TEST MANAGER MANDATORY QUALIFICATIONS	
Req#	Mandatory Qualifications
S24	A minimum of five (5) years of experience within the past ten (10) years as Test Manager or Lead on Projects in a health and human services or health care services Project.
S25	A minimum of five (5) years of experience planning, preparing for, and executing system test, UAT, and/or regression tests in compliance with a recognized standard, such as IEEE or ISO.
S26	A minimum of five (5) years of experience with testing JAVA web-based applications, Software interaction with Oracle databases, web services, and/or cloud services.
S27	A minimum of three (3) years of experience overseeing or testing applications with multiple advocates/customers with varied business priorities and varying levels of experience with automation systems.

1.1.3.6.8 Public Communications Lead

The Public Communications Lead has responsibility for developing, implementing, directing and managing a comprehensive, integrated communications and internal and external public relations program designed to ensure communications of

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Stakeholder and Consortium priorities and promote key organizational services and programs to increase public awareness of the BenefitsCal System. This position works closely with the CalSAWS Executive Team, CalSAWS Application Manager, Contractor Application Manager, Consortium internal and external Stakeholder Leads, including the public. The duties and responsibilities of the Public Communications Lead include:

- Lead the development and implementation of a comprehensive marketing and communications program designed to communicate BenefitsCal services and programs and foster community relationships through BenefitsCal initiatives.
- Oversee, plan and manage all publicity related BenefitsCal special events and provide tactical direction to staff in carrying out marketing, communications and customer service functions.
- Lead the development of materials in support of BenefitsCal marketing strategies including publications, electronic communications and multimedia presentations.
- Develop, implement and plan both electronic and web-based communication for the implementation of public relations strategies; utilizing current and emerging technologies to best reach target audiences.
- Develop and oversee the production of reports and materials intended to market and promote the service of BenefitsCal.
- Consult with and provide oral reports and presentations on BenefitsCal related issues to the JPA, Consortium Executive leadership, PSC and other Consortium Teams, and Stakeholder groups.
- Expand the Consortium strategic partnerships with public and private organizations to garner BenefitsCal support and Stakeholder collaboration to maximize BenefitsCal visibility and community reach.
- Cultivate relationships with media outlets and shape and direct stories about BenefitsCal programs and services. Manage media relationships, research editorial opportunities and build relationships with key industry media.
- Lead and supervise graphic arts initiatives and establish quality content and design of informational and promotional materials for public distribution.
- Oversee and take creative lead of all production of BenefitsCal print, web and other marketing materials. Create and maintain standards and quality control of BenefitsCal internal and external communications.
- Create opportunities with external stakeholders in branding, marketing, public relations and public affairs; members of the news media; and vendors. Build and maintain key strategic relationships with external stakeholders and local media to establish branding opportunities to increase BenefitsCal visibility through web, print, broadcast and events.

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Table 9 –Public Communications Lead Mandatory Qualifications

PUBLIC COMMUNICATIONS LEAD MANDATORY QUALIFICATIONS	
Req#	Mandatory Qualifications
S28	A minimum of five (5) years of experience developing, administering, and evaluating a comprehensive marketing or public relations program, involving the development of public awareness of a major program(s).
S29	A minimum of two (2) years of experience developing and/or leading the development of visual/graphical arts material. Experience must be print or web-related marketing material.
S30	A minimum of two (2) years of experience developing and managing media relationships including editorial opportunities and print/TV media.

1.1.3.6.9 Security Manager

The Security Manager serves as the focal point for cybersecurity solutions, privacy and protection of digital information, and security compliance related activities and responsibilities for BenefitsCal. This position will work closely with the Consortium and other CalSAWS contractor security teams. The duties and responsibilities of the Security Manager include:

- Plan, implement, manage, monitor, and upgrade security solutions to defend against hacking, malware, ransomware, and other threats to Data, BenefitsCal, and networks.
- Maintain, enforce, and document BenefitsCal security policies and procedures that align with current industry standards and Privacy and Security Agreements (PSAs) among CalSAWS, California State agencies, and other CalSAWS contractors.
- Serve as a resource regarding matters of information security and reports status of ongoing information security activities to CalSAWS Executive Director or designee(s).
- Support the development/adoption and enforcement of Information Security policies, procedures, and standards.
- Provide timely notification to the Consortium and Project sponsors of security breaches.
- Coordinate with the Consortium and other CalSAWS contractors in responding to information security data calls, audit requests, and reporting.
- Work with the Consortium to implement, monitor, and maintain appropriate security measures, best practices, controls, and mechanisms to guard against unauthorized access to electronically stored and/or transmitted Data and protect against reasonably anticipated threats and hazards.
- Perform ongoing security monitoring of Systems.

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- Identify and mitigate all security weaknesses, threats, and vulnerabilities in all BenefitsCal operational entities.
- Conduct penetration testing, exercises, analyses and simulation on security incidents and response capabilities to determine effectiveness; document results.
- Implement and enforce policies and procedures, which include standards for incident handling (FTI, PHI, etc.).
- Respond to security breaches.
- Provide root cause analysis and remediation of security issues.

Table 10 –Security Manager Mandatory Qualifications

SECURITY MANAGER MANDATORY QUALIFICATIONS	
Req#	Mandatory Qualifications
S31	A minimum of three (3) years of experience as a Security Lead directly responsible for collaborating with application development teams, technical architects, and security policy experts to define and/or implement an integrated framework of solution security architecture.
S32	A minimum of three (3) years of lead experience within the past ten (10) years developing, implementing, improving and monitoring industry standard Security strategies, solutions, and processes on Projects involving - an AWS cloud environment.
S33	A minimum of three (3) years of experience within the past ten (10) years applying Information Security principles, methods, and techniques in the development of Project security Deliverables.
S34	A minimum of three (3) years of experience assessing system data sensitivity using security categorizations (e.g., FIPS Publication 199) to identify appropriate security controls to protect Personally Identifiable Information (PII), Protected Health Information (PHI) and/or Federal Tax Information (FTI) data.
S35	A minimum of three (3) years of experience with systems that comply with NIST 800-53 moderate baseline.
S36	Hold an (ISC)2® Certified Information Systems Security Professional (CISSP) certification, or ISACA Certified Information Security Manager (CISM) and maintain for the duration of the contract.

1.1.4 BenefitsCal Requirements

The Contractor will perform the Services and produce the Deliverables specified in the BenefitsCal Requirements contained in **Attachment B to the Agreement, Statement of Requirements, and Attachment 1 to this Exhibit A, Statement of Work, Deliverable Inventory**. A brief description of each task area is provided below.

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1.1.4.1 Task 1 – Transition-In Requirements

The successor Contractor has the overall responsibility for providing an orderly transition (takeover) from the current contract that is transparent and minimizes disruption of service to all users of CalSAWS. During this period, the incumbent contractor and the successor Contractor will work in parallel. Successful transition results in the successor Contractor establishing a post transition operational baseline and assuming responsibility for providing BenefitsCal support as required under the Agreement. The successor Contractor must complete all Transition-In Services within six months from the Agreement Start Date.

Transition-In major activities include:

- Transition-In Planning and Reporting: The development and execution of the Transition-In Management Plan (TIMP) and Transition-In Work Schedule. The TIMP will be the governing document for the management and execution of the BenefitsCal Transition-In phase, and the Transition-In Work Schedule details the Transition-In activities.
- Transition-In Service and Function Migration: The development and execution of a Service and Migration Plan for each major Task Area. The Service and Function Migration Plan will identify, prepare, and implement Transition-In activities that allow for a smooth transition of responsibility for Services, functions, and other transition components from the incumbent Contractor to the Contractor.
- Transition-In Training and Knowledge Transfer: The development and execution of a Training and Knowledge Transfer Plan to confirm all appropriate Staff are trained to be ready to assume and fulfill the support requirements.
- Transition-In Readiness Reviews: The execution of reviews with the Consortium for each Service or Function identified as part of the Service and Function Migration Plans to provide evidence that the Contractor is ready to assume operational control and responsibility for fulfilling support requirements.
- Transition-In Test and Validation: The execution of activities that demonstrate that the Contractor is capable of successfully maintaining and operating Services, providing Service Desk Tier 3 support, and providing application and technical support Services.

1.1.4.2 Task 2 – Management Requirements

- The Contractor will manage all Contractor Work performed under this Agreement, including Project management, Work Schedule management, strategic planning, application and technical management, contract management, budget management, Deliverable management, and Staff management. The Contractor will comply with the CalSAWS PCD processes and procedures and will adhere to the Consortium's operating policies and procedures.
- The Contractor will execute Services in accordance with the approved CalSAWS BenefitsCal Services Plan and the associated Operational Working Documents

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(OWDs) that provide the detailed procedures for the activities and processes contained in the BenefitsCal Services Plan.

1.1.4.3 Task 3 – System Change Request Requirements

The Contractor will perform a range of SCR activities, to include:

- Adherence to the CalSAWS SDLC methodology to develop and deploy BenefitsCal changes while maintaining high-quality.
- Provide a focus on UCD, that reduces the overall time and effort for the development and delivery of BenefitsCal changes, while maintaining high quality and usability.
- Perform requirements capture and validation activities and deliver and maintain the Requirements Traceability Matrix (RTM).
- Provide ongoing test planning and execution support Services.
- Perform Implementation, Change Management, and Training activities related to SCR(s) Production delivery.
- Participate in Production readiness activities, perform Production release activities, and Production certification and post-deployment activities.

1.1.4.4 Task 4 – Marketing and Public Communications Requirements

The Contractor will perform a range of Marketing and Public Communications activities, in cooperation and coordination with the Consortium and other CalSAWS Contractors to include:

- Make process improvement recommendations for the enhancement of public communications and marketing to increase the visibility of BenefitsCal services and customer outreach.
- Expand the Consortium strategic partnerships with public and private organizations to garner BenefitsCal support and Stakeholder collaboration to maximize BenefitsCal visibility and community outreach.
- Lead the development and implementation of a comprehensive marketing and communications program designed to communicate BenefitsCal services and programs, promote the services of BenefitsCal, and foster community relationships through BenefitsCal initiatives.
- Develop, implement, and plan for the use of electronic and web-based communication for the implementation of public relations strategies; utilizing current and emerging technologies to best reach target audiences.
- Conduct User research to understand the needs and goals of the target users, analyzing and synthesizing the data to create use cases, developing design concepts and prototypes, testing and evaluating the solutions with Users and Stakeholders, iterating and refining design solutions based upon test results and feedback, and communicating with the Application Manager and the Project team members to ensure alignment with objectives.

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1.1.4.5 Task 5 – Support Services Requirements

The Contractor will perform a range of Support Services activities, in cooperation and coordination with the Consortium and other CalSAWS Contractors to include:

- Ongoing evaluations of statutory and/or regulatory changes impacting Benefits, including evaluating business and programming implications, schedules, and costs.
- Deliver, to designated Consortium Staff, ongoing Project-business tools training.
- BenefitsCal-related updates in support of the Project website, CalSAWS.org.

1.1.4.6 Task 6 – Enhancement and Innovation Requirements

The Contractor will manage and execute enhancement and innovation enhancement activities, in cooperation and coordination with the Consortium and other CalSAWS Contractors as applicable, consistent with the BenefitsCal Services Plan and the associated OWDs, which will be handled through the SCR process and the Stakeholder Collaboration Model process.

The Contractor will participate as a key contributor in the CalSAWS Innovation initiatives, with a focus on County-oriented innovation and will be responsible for the Consortium-approved evaluation of emerging technologies, Proof of Concept (POCs) and/or pilots, as related to BenefitsCal.

1.1.4.7 Task 7 – Production Operations Requirements

The Contractor will perform a range of on-going operational activities in cooperation and coordination with Consortium and other CalSAWS Contractors, consistent with the BenefitsCal Services Plan and the associated OWDs, including:

- Provide Production Operations Services to support the daily operation, maintain BenefitsCal application availability, perform scheduled System operations and maintenance.
- Conduct API interface operations and testing activities.
- Perform BenefitsCal Tier 3 Service Desk activities.
- Perform Configuration Management activities for Contractor configuration Items.
- Perform performance monitoring and alerting activities.

1.1.4.8 Task 8 – Technical Recovery Requirements

The Contractor will develop and oversee the execution of the Benefits Technology Recovery Plan, including will supporting the CalSAWS Infrastructure Contractor, the Cloud Services provider, and other CalSAWS Contractors as necessary, to re-establish BenefitsCal in the event the primary production deployment becomes unavailable.

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1.1.4.9 Task 9 – Security Requirements

The Contractor will perform a full range of security related activities (administrative, technical, and physical) to protect the BenefitsCal assets and Data from loss, misuse, unauthorized access, disclosure, alteration, destruction, and will adhere to the Consortium's security policies and procedures.

1.1.4.10 Task 10 – Transition-Out Requirements

Transition-Out involves identifying and implementing all the activities required to roll off the Project by transitioning out and turning over all control and responsibility for BenefitsCal support and Consortium owned resources, Documentation, and knowledge to a successor Contractor or the Consortium.

Transition-Out major activities include:

- Transition-Out Planning: The development and execution of a Transition-Out Master Plan and Transition-Out Work Schedule that identifies what items and components must be transitioned, the approach to be utilized for transitioning, how knowledge transfer will be conducted, and the schedule for Transition-Out activities.
- Transition-Out Training and Knowledge Transfer: The development and execution of Training and Knowledge Transfer activities as identified in the Transition-Out Master Plan. All training materials will be based on the complete and current Documentation required under the Agreement.
- Project Closeout: The development and execution of the CalSAWS BenefitsCal Agreement Closeout Plan to provide evidence that all Agreement terms and conditions have been fulfilled.

1.1.5 Deliverables

1.1.5.1 Deliverable Process

The Contractor will perform Deliverable Management activities in accordance with the Consortium's PCD. The process defines the use of a Deliverable Expectation Document (DED) when creating new Deliverables and submission, review, and approval process for new or updates to existing Deliverables. The PCD also defines the acceptance and rejection processes and the roles of the Consortium and Contractor.

Attachment 1 – Deliverable Inventory contains the inventory of Deliverables required by this Agreement.

1.2 ATTACHMENT 1 – DELIVERABLE INVENTORY

Table 11 – Deliverable Inventory

DEL ID	DELIVERABLE NAME	DELIVERABLE DESCRIPTION	NEW OR EXISTING	SUBMISSION FREQUENCY	DATE OF FIRST SUBMISSION	REQ ID
BC-D01	BenefitsCal Transition-In Master Plan (BC TIMP)	The BenefitsCal TIMP will include: Approach Section 1. A description of the overall transition approach and process to be used to transition and assume responsibility for all Services, functions all components identified in the Agreement. 2. Planned transition activities and Tasks that includes the planning, implementing, executing, tracking, and reporting of the overall transition effort as well as for each transition component. 3. Definition Roles and responsibilities for completing transition Tasks and activities including the Infrastructure Contractor, the CalSAWS M&E Contractor, the Consortium, the California Department of Technology, the Counties, and other CalSAWS contractors as applicable. 4. A description of how the Contractor will collaborate with the incumbent Contractor(s): a. Plan for and carry out transition activities as well as what the Contractor requires of the incumbent Contractor(s) regarding knowledge transfer, data/information, and support for mitigating risk. b. Procedures the Contractor will use to work with the incumbent Contractor to transfer control of all CalSAWS environments as identified in the incumbent Contractor's Closeout Plan. c. Procedures the Contractor will use to work with the incumbent Contractor to transfer all BenefitsCal Software license maintenance agreements as identified in the incumbent Contractor's Closeout Plan.	New	As needed when changes occur	Contract Start + 10 Business Days	BC-1.1-01

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DEL ID	DELIVERABLE NAME	DELIVERABLE DESCRIPTION	NEW OR EXISTING	SUBMISSION FREQUENCY	DATE OF FIRST SUBMISSION	REQ ID
		5. How Readiness Reviews will be planned and coordinated with the Consortium and in coordination with the incumbent Contractor's Transition-Out Plan, to demonstrate readiness, provide evidence and confirmation that the Contractor is prepared to accept responsibility, and obtain Consortium approval to do so with an effective date 6. Entry and Exit Criteria for the beginning and completion of transition phases, including use of Readiness and Checklists, criteria and metrics. 7. A plan of the timing, audience, media and message for communication events, including Stakeholder communications and transition activities with Stakeholders. 8. The identification and approach for the Quality Assurance that will be used to confirm that Transition-In activities are being accomplished. 9. Identification of risks and issues tied to the transition and planned mitigation measures/issues resolution. 10. Definition of contingency plans to troubleshoot high risk transition activities. 11. A Transition-In Milestone Schedule Summary from the Transition-In Work Schedule, including Identification of cutover activities and the target cutover dates. Organizational Change Management 1. Approach and Schedule 2. Roles and Responsibilities of the Contractor and the Consortium. 3. Process and role gap analysis of existing workflow for roles that will be impacted by the transition. 4. Gap Analysis between the As-IS and the To-Be.				

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DEL ID	DELIVERABLE NAME	DELIVERABLE DESCRIPTION	NEW OR EXISTING	SUBMISSION FREQUENCY	DATE OF FIRST SUBMISSION	REQ ID
		5. Change Readiness Plan that must accurately include details regarding the change readiness process, inputs, and outputs; readiness criteria; assessment methods; and change readiness tools utilized. 6. Communications Strategies. Communication Management 1. The communication approach and processes for communicating transition information to the Consortium, incumbent Contractor and Stakeholders. 2. The methods used to confirm timely and appropriate generation, collection, distribution, storage, retrieval, and ultimate disposition of transitions information. 3. Provisions for Contractor resources to attend meetings and provide status updates regarding the transition. 4. A matrix of planned communications, which includes communication event, frequency, method, audience, sender, and author. SCR Service and Function Migration 1. Definition of how each service or function, being performed by the incumbent Contractor, will be operationalized and migrated to the Contractor, such as how the Collaboration Model and UCD process will be supported. 2. Identification of the activities and Tasks that must be accomplished to allow for a successful transition of operational control of a service or function, obtain service Contracts, establish capabilities, conduct a complete inventory of system changes pending, in progress and in the work queue, prepare for testing/validation, and those actions taken after successful testing/validation, needed to implement cutover.				

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DEL ID	DELIVERABLE NAME	DELIVERABLE DESCRIPTION	NEW OR EXISTING	SUBMISSION FREQUENCY	DATE OF FIRST SUBMISSION	REQ ID
		3. Identification of what technical assistance the Contractor will require from the incumbent Contractor (e.g., number of hours, position expertise). Marketing and Public Communications Services and Functions 1. Definition of how each service or function, being performed by the incumbent Contractor, will be operationalized and migrated to the Contractor, such as how CBOs and the public will stay informed and continue to be supported during the Transition-In. 2. Identification of the activities and Tasks that must be accomplished to allow for a successful transition of operational control of a service or function, obtain service Contracts, establish capabilities, conduct a complete inventory of Marketing and Public Communication customers including communication details, document current and future activities, and support services contracts. Prepare for testing/validation, and those actions taken after successful testing/validation, needed to implement cutover. 3. Identification of what technical assistance the Contractor will require from the incumbent Contractor (e.g., number of hours, position expertise). Production Operations Services and Functions 1. Definition of how each service or function, being performed by the incumbent Contractor, will be operationalized and cutover to the Contractor. 2. Identification of the activities and Tasks that must be accomplished to allow for a successful transition of operational control of a service or function, obtain service Contracts, establish capabilities, document and manage software license renewals prepare for testing/validation, and those actions taken				

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DEL ID	DELIVERABLE NAME	DELIVERABLE DESCRIPTION	NEW OR EXISTING	SUBMISSION FREQUENCY	DATE OF FIRST SUBMISSION	REQ ID
		after successful testing/validation, needed to implement cutover. 3. Identification of what technical assistance the Contractor will require from the incumbent Contractor (e.g., number of hours, position expertise). Security Services and Functions 1. Definition of how each service or function, being performed by the incumbent Contractor, will be operationalized and migrated to the Contractor. 2. Identification of the activities and Tasks that must be accomplished to allow for a successful transition of operational control of a service or function, obtain service Contracts, establish capabilities, prepare for testing/validation, and those actions taken after successful testing/validation, needed to implement cutover. 3. Identification of what technical assistance the Contractor will require from the incumbent Contractor (e.g., number of hours, position expertise). Technology Recovery Services and Functions 1. Definition of how each service or function, being performed by the incumbent Contractor, will be operationalized and migrated to the Contractor. 2. Identification of the activities and Tasks that must be accomplished to allow for a successful transition of operational control of a service or function, obtain service Contracts, establish capabilities, prepare for testing/validation, and those actions taken after successful testing/validation, needed to implement cutover.				

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DEL ID	DELIVERABLE NAME	DELIVERABLE DESCRIPTION	NEW OR EXISTING	SUBMISSION FREQUENCY	DATE OF FIRST SUBMISSION	REQ ID
		3. Identification of what technical assistance the Contractor will require from the incumbent Contractor (e.g., number of hours, position expertise). Transition-In Training and Knowledge Transfer 1. Identification of training and knowledge transfer expectations during planning, and for the transition period. 2. The knowledge transfer activities that Contractor Staff will require from the incumbent Contractor to prepare for the assumption of Services. 3. Training that the Contractor conducts internally to prepare their Staff to implement activities, processes, and procedures needed to provide support for a given service or function identified in the Contractor's TIMP. 4. Training of Consortium Staff regarding the Contractor's transition approach, processes, activities, and tools for managing the transition effort and reporting status. 5. Training of Consortium Staff regarding changes to Services/functions and to service delivery means. 6. Knowledge transfer and internal training exercises that will be conducted to equip and verify the Contractor's Staff can implement the activities, processes, and procedures needed to provide support for each given service or function identified in the Contractor's TIMP. 7. How training and knowledge transfer activities will occur (e.g., materials, courses, Question & Answer (Q&A) session preparation, dates, times, participants) to familiarize the Consortium Staff with all the Contractor's operations, processes and tools.				

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DEL ID	DELIVERABLE NAME	DELIVERABLE DESCRIPTION	NEW OR EXISTING	SUBMISSION FREQUENCY	DATE OF FIRST SUBMISSION	REQ ID
BC-D02	BenefitsCal Services Plan and Operational Working Documents	The BenefitsCal Services Plan will serve as the master plan for the Services being delivered under the Agreement, and will include: 1. Project Management Support a. Documentation Maintenance Plan b. Annual Strategic Plan 2. Systems Maintenance & Operations a. SCR/Enhancement Request Management Plan and OCM Plan b. User Centered Design Plan and Customer Experience Report Plan c. Cost Estimation Methodology d. Key Performance Indicators e. Production Release Management Plan f. System Requirements and Design Validation Plan g. General Test Plan h. Test Support Plan i. Change Management / Training Plan j. Marketing and Public Communications Plan 3. Production Operations a. Technical Operations Support Plan b. API Interface Support Plan c. Tier 3 Service Desk Support Plan d. Help Desk Support Plan e. Performance Monitoring and Reporting Plan f. Bill of Materials (BOM) Review and License Renewal Plan 4. Technology Recovery Plan 5. System Security Plan	New (using existing as base)	As needed when changes occur	Month 4 -1 st Business Day	BC-1.1-04

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DEL ID	DELIVERABLE NAME	DELIVERABLE DESCRIPTION	NEW OR EXISTING	SUBMISSION FREQUENCY	DATE OF FIRST SUBMISSION	REQ ID
		6. Transition Out Plan				
BC-D03	BenefitsCal Transition-In Work Schedule	The BenefitsCal Transition-In Work Schedule will be developed in MS Project and will include: 1. All Transition-In activities and Tasks which are expected to be completed by Contractor, Consortium, incumbent Contractor Staff and Stakeholders to meet the estimated Transition-In schedule required by the BC TIMP to allow for successful cutover to the Agreement. 2. Start and completion dates for all Tasks. 3. Predecessor and successor dependencies for Tasks without subtasks, and predecessor and successor dependencies for subtasks. 4. Resource assignments for Tasks without subtasks, and resource assignments for subtasks. Resource assignments will include appropriate Contractor, Consortium, incumbent Contractor resource, Stakeholder assignments and estimated hours. 5. Estimated hours and durations for Tasks without subtasks and estimated hours and durations for subtasks. 6. The communication approach and processes for communicating transition information to the Consortium, incumbent Contractor and Stakeholders.	New	As needed when changes occur	Contract Start + 10 Business Days	BC-1.2-01
BC-D04	BenefitsCal Transition-In Test and Validation Plan	The BenefitsCal Transition-In Test and Validation Plan will contain a separate section for each Service and Function Area. 1. The approach to plan, develop and implement area-specific Transition Test and Validation Plans which guides the Contractor, the Consortium, and the incumbent Contractor of what transition component (functions or Services) requires testing or validation on completing specific test activities.	New	As needed when changes occur	Month 2 - 1 st Business Day	BC-1.7-01

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DEL ID	DELIVERABLE NAME	DELIVERABLE DESCRIPTION	NEW OR EXISTING	SUBMISSION FREQUENCY	DATE OF FIRST SUBMISSION	REQ ID
		2. Description of how to determine what transition components require formal testing versus validation. 3. Identification and Documentation of the approach and methods to be used to validate such as checklists or demonstrations. 4. A test and validation Work Schedule to schedule, monitor, and report the progress of all test and validation activities.				
BC-D05	BenefitsCal Project Control Document	The BenefitsCal Project Control Document will align with and support the CalSAWS Enterprise Project Control Document (PCD) and will include: 1. Introduction a. Document Terms and Definitions 2. Document Purpose a. Scope b. Triggers for Change c. Executing Change 3. Roles and Responsibilities 4. Key Staff 5. Project Work Plan a. Roles and Responsibilities b. Schedule Management Process c. Schedule Analysis and Reporting d. Cost Estimating Methodology 6. Project Management Plans (PMP Appendices): a. Communications Management Plan b. Contract Management Plan c. Deficiency Management Plan	Existing	In accordance with PCD Change Control	Month 3 - 1 st Business Day	BC-2.1-04

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DEL ID	DELIVERABLE NAME	DELIVERABLE DESCRIPTION	NEW OR EXISTING	SUBMISSION FREQUENCY	DATE OF FIRST SUBMISSION	REQ ID
		d. Quality Management Plan e. Risk and Issue Management Plan f. Staff Management Plan 7. Project Action Items and Decision Management Tracking 8. Project Status Reporting 9. Operational Working Documents				
BC-D06	BenefitsCal Work Schedule	The BenefitsCal Work Schedule will be developed and updated in MS Project in accordance with the BenefitsCal PCD and the BenefitsCal Services Plan and will includes Tasks, Subtasks, planned durations, budgets, resources assignments, and schedule reports. Guidelines. Work Schedule updates will include posting actual hours worked by Contractor Staff.	New	Monthly	Month 3 - 1 st Business Day	BC-2.1-07
BC-D07	BenefitsCal User Centered Design Plan and Customer Experience Report Plan	The BenefitsCal User Centered Design Plan will provide the approach for the Consortium, counties, State, client and advocate participation during, at a minimum, requirements confirmation, design, test, and ongoing M&O activities. At a minimum the UCD Plan must include the following: 1. Approach to User Centered Design, development and test; including the application of UCD tools, such as focus groups, participatory design sessions, observations of users interacting with the technology and interviews 2. Roles and responsibilities of the Contractor, Consortium, counties, State, advocates and clients; 3. Communication processes to engage the Consortium, counties, State, advocates and clients during the design, development and test activities, including a description of all communication mediums and a defined language translation approach for each;	Existing	As needed when changes occur	Month 4 - 1 st Business Day	BC-3.1-03

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DEL ID	DELIVERABLE NAME	DELIVERABLE DESCRIPTION	NEW OR EXISTING	SUBMISSION FREQUENCY	DATE OF FIRST SUBMISSION	REQ ID
		4. Identification and tracking of metrics associated with the overall user experience and application of best practices to a continuous improvement cycle; 5. How business outcomes will be achieved in a dynamic, intuitive, and user-friendly manner through robust UCD; and 6. Approach to UCD during the M&O Phase, including ongoing user research and solution identification to be conducted as part of system maintenance and improvement over time. Activities including: a. Usage data assessment and analysis b. Yearly usability review that includes a number of measures with qualitative feedback from consumers and application assisters c. Assessing findings from yearly usability review for implementation updates and improvements d. Using UCD for implementation of new features as dictated by policy changes 7. Approach to Customer Experience Reporting including: a. Description of how success will be measured b. Definition of Key Performance Indicators and expected outcomes c. Description of how feedback and outcomes will be measured and reported				
BC-D08	BenefitsCal Requirements Traceability Matrix (RTM) and Report	The BenefitsCal RTM and Report traces the path of each requirement through requirements modification activities, design, coding, testing and Production and includes any unresolved traceability issues.	Existing	As needed when changes occur		BC-3.2-04

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DEL ID	DELIVERABLE NAME	DELIVERABLE DESCRIPTION	NEW OR EXISTING	SUBMISSION FREQUENCY	DATE OF FIRST SUBMISSION	REQ ID
		*Delivery of and updates to this document will occur regularly within the context of the Task Work and, as such, are not correlated to Deliverable payments on the Price Schedules.				
BC-D09	BenefitsCal General Design Document (GDD)	The BenefitsCal GDD describes the features and functions of CalSAWS behavior as seen by an external observer, and containing the technical information and data needed for the design. *Delivery of and updates to this document will occur regularly within the context of the Task Work and, as such, are not correlated to Deliverable payments on the Price Schedules.	Existing	As needed when changes occur		BC-3.3-02
BC-D10	BenefitsCal Performance Test Materials Packet	The BenefitsCal Performance Test Materials Packet provides the detailed manual and automated test activities which will be executed to validate performance will meet all performance requirements and contractual SLAs, and will include: 1. Test Schedule and Resourcing 2. Test Case Detail List: a. Test Case ID b. Test Case Name c. Test Case Version d. Test Scenario Inventory e. Test Data, documents, and/or files to be used to meet test pre and post conditions. f. Interfaces to be tested (if applicable) g. Untestable Items h. Test Materials Metrics: i. Total number of planned test cases j. Total number of requirements tested k. Total number of untestable requirements l. Expected Result(s) m. Tester ID(s)	New	No later than ten (10) Business Days prior to the performance test execution date		BC-3.4-13

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DEL ID	DELIVERABLE NAME	DELIVERABLE DESCRIPTION	NEW OR EXISTING	SUBMISSION FREQUENCY	DATE OF FIRST SUBMISSION	REQ ID
		*Delivery of and updates to this document will occur regularly within the context of the Task Work and, as such, are not correlated to Deliverable payments on the Price Schedules.				
BC-D11	Certification of Successful Production Release	The Certification of Successful Production Release provides the Contractor's verification and certification that the BenefitsCal Software was successfully promoted and installed into Production and will operate as designed. *Delivery of and updates to this document will occur regularly within the context of the Task Work and, as such, are not correlated to Deliverable payments on the Price Schedules.	New	As needed when changes occur		BC-3.8-02
BC-D12	BenefitsCal Marketing and Public Communications Plan	The BenefitsCal Marketing and Public Communications Plan provides the detailed marketing and outreach activities, including measurable strategic goals, target audience profiles and creative, successful delivery methods, and will include: 1. Identification of target audience(s) 2. Identification of key events significant to the target audience(s) 3. Identification of messaging context to define what should be included and how the audience will relate and respond 4. Identification of media channels to be used and the corresponding target audience(s), including a description of all communication mediums and a defined language translation approach for each; 5. Identify the appropriate Contractor resource(s) to serve as the primary messengers(s) 6. Description of how success will be measured 7. Definition of Key Performance Indicators and expected outcomes 8. Description of how feedback and outcomes will be measured	Existing	As needed when changes occur	Month 4 - 1 st Business Day	BC-3.9-02

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DEL ID	DELIVERABLE NAME	DELIVERABLE DESCRIPTION	NEW OR EXISTING	SUBMISSION FREQUENCY	DATE OF FIRST SUBMISSION	REQ ID
		and reported 9. Description of approach to continuous marketing and public communications improvement 10. Description of approach to the development and delivery of marketing and public communication materials				
BC-D13	BenefitsCal Approach to Automation, Artificial Intelligence and Machine Learning	The Approach to Automation, Artificial Intelligence and Machine Learning will include: 1. Approach to Validating Expected Outcomes and Improvements a. User Centered Design and Stakeholder Usability b. Error Reduction c. Costs / Costs Savings d. Data Analytics and Reporting e. Marketing and Public Communications 2. Industry Standard Design, Adaptability, Compatibilities, Code Deployment and Documentation Methodologies 3. Dependency Traceability Approach 4. Configuration Management Methodologies 5. Testing Methodologies 6. Production Implementation Methodologies 7. Maintenance and Operations Approach 8. Approach to data scrubbing or cleansing; updating or removing inaccurate, incomplete, improperly formatted or duplicated data 9. Approach to Data Management and Governance 10. Roll-back Approach	New	Annually	Month 6 - 1 st Business Day	BC-5.1-04
BC-D14	BenefitsCal Monthly Service Level	The BenefitsCal Monthly Service Level Agreement Performance Report is designed to provide the Consortium with a clear and	New	Monthly	Conclusion of Calendar Month	BC-6.5-03

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DEL ID	DELIVERABLE NAME	DELIVERABLE DESCRIPTION	NEW OR EXISTING	SUBMISSION FREQUENCY	DATE OF FIRST SUBMISSION	REQ ID
	Agreement Performance Report	accurate picture of the Contractor's adherence to service levels and performance requirements, including: 1. Daily Hours of Availability 2. Monthly Hours Availability, Non-Production Environments 3. Monthly Deficiency Notification Response Time 4. Monthly Service Desk Diagnosis Time, Tier 3 5. Daily Screen-to-Screen Navigation Response Time 6. Daily Unbounded Search Response Time 7. Daily Standard Response Time 8. Disaster Recovery Response Time 9. Failure to Complete Access Control Audits 10. Security Information and Event Management System Uptime 11. Completion of Root Cause Analysis 12. Privileged Access Audits 13. Application Security Scans 14. Security Incident Notification 15. Security Incident Reporting 16. Security Incident Negligence *Delivery of and updates to this document will occur monthly within the context of the Task Work and, as such, are not correlated to Deliverable payments on the Price Schedules.			1 + 5 Business Days	
BC-D15	BenefitsCal Technology Recovery Plan	The BenefitsCal Technology Recovery Plan will include: 1. Roles and responsibilities of Contractor, Consortium, other CalSAWS contractors, and Stakeholders as applicable. 2. Recovery Strategy – description of the portions of the plan that will be implemented based on various levels of incident severity, for example, minor interruption of service or total service failure. 3. Backup and Offsite Storage Procedures – Backup and retention schedules and procedures.	New	Semi-Annually	Month 5 - 1 st Business Day	BC-7.1-01

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DEL ID	DELIVERABLE NAME	DELIVERABLE DESCRIPTION	NEW OR EXISTING	SUBMISSION FREQUENCY	DATE OF FIRST SUBMISSION	REQ ID
		4. System Application Recovery Procedures – Operational procedures that will allow recovery to be achieved in a timely and orderly way. 5. Testing – description of annual System Application recovery test(s) planning and execution methodology including: a. Test Overview and Scope b. Roles and responsibilities of the Contractor, Consortium, other CalSAWS Contractors and Stakeholders as applicable. c. Test Objectives d. Test Requirements e. Test Activities and Schedule f. Test Reporting Metrics to be collected 6. Communication approach and Contact List(s) including Contractor, Consortium, other CalSAWS Contractors and Stakeholders as applicable.				
BC-D16	BenefitsCal System Security Plan	The BenefitsCal System Security Plan will be completed by providing responses to each of the NIST 800-53 controls contained in the System Security Plan template (from the NIST 800-53 moderate baseline).	Existing	As needed when changes occur	Month 5 - 1 st Business Day	BC-8.1-03
BC-D17	BenefitsCal Transition-Out Master Plan	The BenefitsCal Transition-Out Master Plan will include: 1. A detailed Maintenance and Enhancement Transition-Out Work Schedule reflecting all Tasks and Deliverables to be completed, including a complete inventory of system changes pending, in progress and in the work queue. 2. Narrative describing each task and Deliverable, including how all in-progress tasks such as system or application changes, will be transitioned. 3. Contractor, Consortium Staff, and successor Contractor roles and responsibilities.	New	As needed when changes occur	As specified in the BenefitsCal PCD and Work Schedule	BC-9.1-07

6. Communication approach and Contact List(s) including Contractor, Consortium, other CalSAWS Contractors and Stakeholders as applicable.

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DEL ID	DELIVERABLE NAME	DELIVERABLE DESCRIPTION	NEW OR EXISTING	SUBMISSION FREQUENCY	DATE OF FIRST SUBMISSION	REQ ID
		4. Narrative describing how the Contractor will plan, organize, communicate, implement, monitor, and report the status of all Transition-Out activities. 5. Provisions for supporting transition and cutover of Services and functions to a successor Contractor or the Consortium. 6. A Transition-Out Knowledge Transfer and Training Plan detailing the approaches and methodologies the Contractor will employ to transfer knowledge to Consortium Staff and/or a prospective successor Contractor. a. Schedule of planned knowledge transfer sessions and demonstrations. b. Number of Staff to be included in knowledge transfer sessions per topic area. c. Knowledge transfer topics with knowledge transfer objective descriptions and summaries for each topic. d. Length and location of each knowledge transfer session. 7. Narrative of applicable lessons learned from the Transition-In activities. a. A BenefitsCal Transition-Out Documentation and Deliverables Assessment that identifies the results of a complete and comprehensive review and evaluation of all BenefitsCal Documentation to identify Documentation that requires updates or revisions. The Assessment will include: i. All Contractor Deliverables ii. All policies and procedures related to the provision of Services under this Agreement. iii. Any other Documentation that would facilitate successor Contractor understanding of overall application development, technical on-line operations and Services, application baseline code and coding standards,				

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DEL ID	DELIVERABLE NAME	DELIVERABLE DESCRIPTION	NEW OR EXISTING	SUBMISSION FREQUENCY	DATE OF FIRST SUBMISSION	REQ ID
		Configuration Management technical practices, and BenefitsCal Software and licensing renewal needs to maintain and operate the current BenefitsCal System. b. The archiving, central storing, and file location listing of all Documentation included in the inventory and assessment.				
BC-D18	BenefitsCal Transition-Out Work Schedule	The BenefitsCal Transition-Out Work Schedule will be developed in MS Project and will include: 1. All Transition-Out activities and Tasks which are expected to be completed by Contractor, Consortium, and incumbent Contractor Staff to meet the estimated Transition-In schedule required by the BC TIMP to allow for successful cutover to the Agreement. 2. Start and completion dates for all Tasks. 3. Predecessor and successor dependencies for Tasks without subtasks, and predecessor and successor dependencies for subtasks. 4. Resource assignments for Tasks, and resource assignments for subtasks. Resource assignments will include appropriate Contractor, Consortium, incumbent Contractor resource, Stakeholder assignments and estimated hours. 5. Estimated hours and durations for Tasks and estimated hours and durations for subtasks.	New	As needed when changes occur	As specified in the BenefitsCal Transition-Out Work Schedule	BC-9.2-01
BC-D19	BenefitsCal Agreement Closeout Plan	The BenefitsCal Agreement Closeout Plan will include: 1. The overall strategy for closing out the Agreement. 2. The overall strategy and approach to complete other schedule-related Tasks (related to closeout) identified in any of the other Work Plans developed by the Contractor under this Agreement.	New	As needed when changes occur	As specified in the BenefitsCal PCD and Work Schedule	BC-9.4-01

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DEL ID	DELIVERABLE NAME	DELIVERABLE DESCRIPTION	NEW OR EXISTING	SUBMISSION FREQUENCY	DATE OF FIRST SUBMISSION	REQ ID
		3. A list of Deficiency items from the Consortium's Deficiency & Issue tracking systems that will be updated by the Contractor as condition for completion for Agreement closeout. 4. A list of outstanding action items or Tasks from meeting minutes or other Management tracking systems. 5. A list of outstanding actions for the Consortium to resolve for the Contractor to complete the Agreement closeout. 6. A list of all outstanding Tasks and Work required per the approved BenefitsCal Work Schedule. 7. A timeline (schedule) for completing Agreement Closeout activities. 8. Any other items deemed relevant to the clarification of expectations for Contractor closeout.				
BC-D20	BenefitsCal Final Project Closeout Report	The BenefitsCal Final Project Closeout Report will include: 1. Executive Summary: Scope, Schedule, Budget: Plan vs. Actuals 2. Summaries by SOW Task Area: Management, System Change Request, Support Services, Enhancement and Innovation Services, Production Operations, Technology Recovery, and Security. 3. Key Best Practices and Lessons Learned. 4. Administrative Closure 5. Agreement Closure	New	One time submission	As specified in the BenefitsCal Transition-Out Work Schedule	BC-9.4-03

1.3 ATTACHMENT 2 – BENEFITS CAL SERVICE LEVEL AGREEMENTS

Table 12 - BenefitsCal Daily Hours Availability

BenefitsCal Performance Requirement #1 – Daily Hours Availability	
PERFORMANCE REQUIREMENT	BenefitsCal shall be available 99 percent (99%) of the time each Day.
LIQUIDATED DAMAGES	\$10,000.00 Per Day
PERFORMANCE MEASURES	The percentage of availability shall be determined in accordance with the following formula: ▪ Availability % = 100 X ([A – B] / A) ▪ A = the measurement period which is Hours for a Day expressed in minutes ▪ B = the number of the minutes in the measurement period that the BenefitsCal is not available.

Table 13 – BenefitsCal Monthly Hours Availability, Non-Production Environment

BenefitsCal Performance Requirement #2 – Monthly Hours Availability, Non-Production Environments	
PERFORMANCE REQUIREMENT	All non-production environments, specifically System Test and UAT, shall be available 99 percent (99%) of the time during each calendar month.
	Any planned downtime for System Test and UAT would require approval from the Consortium 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.
LIQUIDATED DAMAGES	\$10,000.00 Per Day
PERFORMANCE MEASURES	The percentage of availability shall be determined in accordance with the following formula: ▪ Availability % = 100 X [(A– B) / A]

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BenefitsCal Performance Requirement #2 – Monthly Hours Availability, Non-Production Environments

- A = the measurement period which is Hours for each Day in the calendar month expressed in minutes
- B = the number of the minutes in the measurement period that any non-production environment was not available (these are unduplicated minutes, if two [2] non-production environments were not available for the same five [5] minutes, then that time period would count as five [5] minutes).

Table 14 – BenefitsCal Monthly Deficiency Notification Response Time

BenefitsCal Performance Requirement #3 – Monthly Deficiency Notification Response Time

PERFORMANCE REQUIREMENT	The Contractor shall, within one (1) hour of discovery, notify the Consortium Executive Director and other Consortium Staff of any Non-Cosmetic High Priority Deficiency that may have an adverse effect on the operation or performance of BenefitsCal, 99.5 percent (99.5%) of the time each calendar month.
LIQUIDATED DAMAGES	\$500.00 Per Month
PERFORMANCE MEASURES	The Monthly Deficiency Notification Response Time percentage shall be determined in accordance with the following formula: ▪ Monthly Deficiency Notification Response Time % = $100 \times ([A - B] / A)$ ▪ A = the number of Non-Cosmetic High Priority Deficiencies discovered in the calendar month ▪ B = the number of Non-Cosmetic High Priority Deficiencies discovered in the calendar month where the notification to Consortium Executive Director exceeded one (1) hour
REPORTING	At the sole discretion of the Consortium Executive Director, a written report on the Non-Cosmetic High Priority Deficiency, and a corrective action plan may be required to be provided by the Contractor to the Consortium within two (2) working days.

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Table 15 - BenefitsCal Monthly Service Desk Diagnosis Time, Tier 3

BenefitsCal Performance Requirement #4 – Monthly Service Desk Diagnosis Time, Tier 3	
PERFORMANCE REQUIREMENT	Monthly Service Desk Diagnosis Time for Tier 3 shall be within one of the time periods below, 98 percent (98%) of the time each calendar month: ▪ Less than or equal to 8 hours for tickets classified System-Wide High or County High (Impact: System/County; Urgency: High). ▪ Less than or equal to 30 hours for tickets classified as either System-Wide Medium, County Medium, or Individual High. ▪ Less than or equal to 60 hours for tickets classified as either System-Wide Low, County Low, Individual Medium, or Individual Low.
LIQUIDATED DAMAGES	\$5,000.00 Per Month
PERFORMANCE MEASURES	▪ Contractor will diagnose help desk tickets during Service Desk Business Hours. For tickets received outside of Service Desk Business Hours, time (Diagnosis Time) will be calculated assuming the ticket was created at 8:00 am the same BenefitsCal Business Day, excluding Saturdays, for tickets logged between 6:00 am – 8:00 am. ▪ If the ticket was received between 5:00 pm – 9:00 pm, time will be calculated assuming the ticket was created at 8:00 am the next BenefitsCal Business Day, excluding Saturdays.

Table 16 – BenefitsCal Daily Prime Business Hours Screen to Screen Navigation Response Time

BenefitsCal Performance Requirement #5 – Daily Screen-to-Screen Navigation Response Time	
PERFORMANCE REQUIREMENT	BenefitsCal shall have a response time for 99 percent (99%) of screen-to-screen navigation transactions of two (2) seconds or less during each Day.
LIQUIDATED DAMAGES	\$10,000.00 Per Day
PERFORMANCE MEASURES	The response time shall be determined by the transactional methodology. The Transaction Response Time percentage shall be determined in accordance with the following formula: ▪ $\text{Transaction Response Time \%} = 100 \times ((A - B) / A)$ ▪ A = the number of transactions

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BenefitsCal Performance Requirement #5 – Daily Screen-to-Screen Navigation Response Time

- B = the number of transactions that exceeded two (2) seconds (e.g., moving from one screen and viewing data, with or without data update, to another screen).

Table 17 – BenefitsCal Daily Unbounded Search Response Time

BenefitsCal Performance Requirement #6 Daily Unbounded Search Response Time

PERFORMANCE REQUIREMENT	BenefitsCal shall have a response time for 95 percent (95%) of transactions to display a record or records of an unbounded search result set of six (6) seconds or less each Day
LIQUIDATED DAMAGES	\$500.00 Per Day
PERFORMANCE MEASURES	The Transaction Response Time percentage shall be determined in accordance with the following formula: ▪ Transaction Response Time % = $100 \times ([A - B] / A)$ ▪ The response time percentage shall be determined by transactional methodology. ▪ A = the number of transactions ▪ B = the number of transactions that exceeded six (6) seconds (e.g., a non-specific indexed search for a person by last name).

Table 18 – BenefitsCal Daily Prime Business Hours Standard Report Response Time

BenefitsCal Performance Requirement #7 – Daily Standard Report Response Time

PERFORMANCE REQUIREMENT	BenefitsCal shall have a response time for 98 percent (98%) of standard report transactions of ten (10) seconds or less during each Day.
LIQUIDATED DAMAGES	\$500.00 Per Day
PERFORMANCE MEASURES	The response time percentage shall be determined by transactional methodology. ▪ The Transaction Response Time percentage shall be determined in accordance with the following formula: ▪ Transaction Response Time % = $100 \times ([A - B] / A)$ ▪ A = the number of transactions ▪ B = the number of transactions that exceeded ten (10) seconds.

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Table 19 – BenefitsCal Disaster Recovery Response Time

BenefitsCal Performance Requirement #8 – Disaster Recovery Response Time	
PERFORMANCE REQUIREMENT	In the event a disaster is declared in the primary cloud Services region, a failover of BenefitsCal will be completed within 24 hours to the pre-defined alternate region.
LIQUIDATED DAMAGES	\$5,000.00 Per Incident
PERFORMANCE MEASURES	24-hour time period begins with BenefitsCal Executive Director declaring a disaster.

Table 203 – BenefitsCal Failure to Complete Access Control Audits

BenefitsCal Performance Requirement #9 – Failure to Complete Access Control Audits	
PERFORMANCE REQUIREMENT	Contractor shall complete access control audits in each calendar quarter, in accordance with the BenefitsCal Access Control Policy.
LIQUIDATED DAMAGES	\$5,000.00
PERFORMANCE MEASURES	Penalty assessed for each failure to complete within the quarter. ▪ Per occurrence of failure penalty ▪ Reporting quarterly by the 15th of the following month.

Table 21 - Security Information and Event Management System Update

BenefitsCal Performance Requirement #10 – Security Information and Event Management System Uptime	
PERFORMANCE REQUIREMENT	Contractor shall maintain 99% uptime availability for real time audit processing and alerting in the Security Information Event Management System (SIEM) as stated in the BenefitsCal Audit and Accountability Policy.
LIQUIDATED DAMAGES	\$10,000.00 Per Day
PERFORMANCE MEASURES	The percentage of availability shall be determined in accordance with the following formula:

CalSAWS BenefitsCal

BenefitsCal Performance Requirement #10 – Security Information and Event Management System Uptime

- Availability % = $100 \times ([A - B] / A)$
- A = minutes the measurement period
- B = the number of the minutes in the measurement period that the SIEM is not available.

Table 22 - BenefitsCal Completion of Root Cause Analysis

BenefitsCal Performance Requirement #11 – Completion of Root Cause Analysis

PERFORMANCE REQUIREMENT	Contractor shall complete a Root Cause Analysis (RCA) within 14 calendar days of the incident creation date of a critical operation incident resulting in system operational impact.
LIQUIDATED DAMAGES	\$5,000.00 Per Incident
PERFORMANCE MEASURES	The percentage of the Root Cause Analysis provided within 14 calendar days of the incident creation date of a critical operation incident resulting in system operational impact. ▪ Percentage of RCA within 14 calendar days = RCA within 14 days / Total RCAs completed

Table 236 - BenefitsCal Privileged Access Audits

BenefitsCal Performance Requirement #12 – Privileged Access Audits

PERFORMANCE REQUIREMENT	Contractor shall complete quarterly privileged access audits for all privileged access to the system as stated in the BenefitsCal Privileged Access Policy.
LIQUIDATED DAMAGES	\$5,000.00 Per Incident
PERFORMANCE MEASURES	The number of failures to complete scheduled privileged access audit within a quarter. ▪ Per instance of failure to complete a quarterly privileged access audit. ▪ Reported quarterly on the 15th of the following month.

CalSAWS BenefitsCal

Table 24 - BenefitsCal Application Security Scans

BenefitsCal Performance Requirement #13 – Application Security Scans	
PERFORMANCE REQUIREMENT	Contractor shall complete application security scans for all components included in every major release as defined in the M&O Services Plan.
LIQUIDATED DAMAGES	\$5,000.00 Monthly
PERFORMANCE MEASURES	The number of failures to complete application security scans per major release. ▪ Per instance of failure to complete application security scans per major release. ▪ Completed within (2) two weeks of every major release.

Table 25 - BenefitsCal Security Incident Notification

BenefitsCal Performance Requirement #14 – Security Incident Notification	
PERFORMANCE REQUIREMENT	▪ Contractor shall notify Consortium Chief Information Security Officer and other Consortium-specified persons within one (1) hour following the identification of any potential or actual security incident, including any breach, any attack, or the introduction of any Disabling Device, related to BenefitsCal. ▪ Contractor shall take corrective action within two (2) hours following the identification of each potential or actual security incident. ▪ For each and every occasion that Contractor fails to meet this Performance Requirement, as determined by Consortium Executive Director, Contractor shall pay Consortium Liquidated Damages.
LIQUIDATED DAMAGES	\$10,000.00 Per Incident
PERFORMANCE MEASURES	▪ LDs will take effect for any notification of the potential or actual security incident that is reported after one hour of identification. ▪ LDs will take effect if corrective action is taken after two hour following identification of each potential or actual security incident.

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Table 26 - BenefitsCal Security Incident Reporting

BenefitsCal Performance Requirement #15 – Security Incident Reporting	
PERFORMANCE REQUIREMENT	- Contractor shall provide a written report and assessment regarding all actions taken concerning each identified security incident, including any breach, any attack, or the introduction of any Disabling Device, the current status, and any potential impact(s) to Consortium of the security incident. Each security incident shall be categorized according to criticality as either minor or major. - For a minor security incident, which causes limited loss of confidentiality, integrity, protection, and/or availability of BenefitsCal to organizational operations, organizational assets, or individuals and which does not result in a failure of Contractor to comply with BenefitsCal Security Policy, this report and assessment shall be provided within twelve (12) hours following the identification of the minor security incident. - For a major security incident, which causes serious or catastrophic loss of confidentiality, integrity, protection, and/or availability of BenefitsCal to organizational operations, organizational assets, or individuals and which may result in a failure of Contractor to comply with the BenefitsCal Security Policy, this report and assessment shall be provided within two (2) hours following the identification of the major security incident. - Consortium Executive Director, in his sole discretion, may require Contractor to update this report and assessment on an hourly or daily basis depending on criticality, status, and possible impact to Consortium. For each and every occasion that Contractor fails to meet this Performance Requirement, as determined by the Consortium Executive Director, Contractor shall pay Consortium Liquidated Damages as documented below for each hour and each fraction of an hour that this report and assessment is late.
LIQUIDATED DAMAGES	\$2,500.00 Per Incident Per Hour
PERFORMANCE MEASURES	- LDs will take effect if the written report and assessment for a minor security incident is not delivered within twelve (12) hours following the identification of the minor security incident. - LDs will take effect if the written report and assessment for a major security incident is not delivered within two (2) hours following the identification of the major security incident.

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Table 30 - BenefitsCal Security Incident Negligence

BenefitsCal Performance Requirement #16 – Security Incident Negligence	
PERFORMANCE REQUIREMENT	If due to a security incident, including any breach, any attack, or the introduction of any Disabling Device, BenefitsCal is unable to operate safely and Consortium Executive Director determines that such inoperability was caused by any active or passive negligence, recklessness, or intentional wrongful acts of Contractor, Contractor shall pay to Consortium Liquidated Damages as documented below for each hour and each fraction of an hour that BenefitsCal is unable to operate safely, as determined by Consortium Executive Director.
LIQUIDATED DAMAGES	\$10,000.00 Per Hour
PERFORMANCE MEASURES	Hourly calculations begin from onset of the security incident.

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SOW Task Area: 1. Transition-In Requirements (29 Requirements)

SUBTASK: 1.1 TRANSITION-IN PLANNING (4 REQUIREMENTS)	
UNIQUE ID	REQUIREMENT
BC-1.1-01	The Contractor will develop, deliver, maintain, and execute a BenefitsCal Transition-In Master Plan (BenefitsCal TIMP), in cooperation and coordination with the Consortium and other CalSAWS Contractors as applicable, that serves as the Master Transition-In document by which the other transition documents are referred and traceable. Deliverable: BenefitsCal Transition-In Master Plan (BenefitsCal TIMP)
BC-1.1-02	The Contractor will complete transition and assume responsibility for all CalSAWS BenefitsCal Services and functions included in this Agreement within six (6) months of the Agreement Effective Date.
BC-1.1-03	The Contractor will perform a gap analysis, working in conjunction with the Consortium and State partners, between the following existing documents, industry best practices and the Services contained in this Agreement to identify changes (additions and deletions) and enhancements to the following documents: 1. M&O Services Plan 2. M&O Services Plan Operational Working Documents (OWD) The changes to the documents will be identified through Deliverable Expectation Documents (DEDs) in accordance with the CalSAWS Enterprise PCD.
BC-1.1-04	The Contractor will develop and deliver updated plans and documents based on the approved DEDs as identified in the Transition-In Work Plan: 1. BenefitsCal Services Plan (based on the M&O Services Plan) 2. BenefitsCal Services OWDs (based on the M&O Services Plan OWDs) Deliverable: BenefitsCal Services Plan and Operational Working Documents

SUBTASK: 1.2 TRANSITION-IN WORK SCHEDULE (3 REQUIREMENTS)	
UNIQUE ID	REQUIREMENT
BC-1.2-01	The Contractor will develop, deliver, maintain, and execute a BenefitsCal Transition-In Work Schedule, in cooperation and coordination with the Consortium and other CalSAWS Contractors as applicable, in accordance with the BenefitsCal Services Plan. Deliverable: BenefitsCal Transition-In Work Schedule
BC-1.2-02	The Contractor will maintain and update the BenefitsCal Transition-In Work Schedule through the completion of Transition-In tasks and deliverables, in accordance with the CalSAWS Enterprise PCD.
BC-1.2-03	The Contractor will continue to submit the updated Transition-In Work Schedule to the Consortium until all Transition-In activities are completed and approved.

SUBTASK: 1.3 TRANSITION-IN MEETINGS AND REPORTING (8 REQUIREMENTS)	
UNIQUE ID	REQUIREMENT
BC-1.3-01	The Contractor is responsible for scheduling, tracking, documenting, recording, and sharing agendas and minutes for any and all meetings planned and conducted as part of the transition of Services under this Agreement in cooperation and coordination with the Consortium, State partners and other CalSAWS Contractors as applicable.
BC-1.3-02	The Contractor will organize and facilitate at a minimum, the following meetings with the Consortium to report on the progress of the Transition-In effort: 1. Plan, prepare and lead the weekly Transition-In Work Plan Meeting to review the status, activities and details of the Transition-In Work Plan with the Consortium. 2. Plan, prepare and lead the Monthly Transition-In Management Plan Meeting.
BC-1.3-03	The Contractor will prepare and present a written report at the Transition-In Work Plan Meeting that contains direct outputs from the Transition-In Work Plan. Materials provided must be easy to understand, and include: 1. Tasks completed from the prior week 2. Tasks due for the coming week 3. Areas in the work plan which require attention (behind schedule) 4. Critical Path analysis 5. Suggested changes to maintain the schedule timelines 6. Schedule Issues 7. Schedule Risks 8. Other areas requiring discussion
BC-1.3-04	The Contractor will create and maintain a Transition-In Dashboard. The Dashboard will be available for State partners for tracking and monitoring transition activities.
BC-1.3-05	The Contractor will include the Transition Dashboard as a part of the transition meeting reports. The Contractor will maintain the Transition Dashboard as a separate file for easy access and updates by both Contractor and Consortium staff.
BC-1.3-06	The Contractor will prepare and present a written report at the Transition-In Management Meeting in a presentation format. The materials provided must be easy to understand, and include: 1. Transition Progress Update Summary 2. Transition-In Work Schedule with variances 3. Transition Dashboard including: a. Overall status of Transition Components

SUBTASK: 1.3 TRANSITION-IN MEETINGS AND REPORTING (8 REQUIREMENTS)	
UNIQUE ID	REQUIREMENT
	b. Status by Gates (Plan, Execute, Verify, Cutover, Initial Operations, Final Review) c. Transition Component Timeliness – On Schedule, Behind < 5 Days, Behind > 5 Days d. Transition Work Schedule Completion Chart – Represents the work that has been done versus the planned transition work forecast e. Total Transition Components that have reached any one (1) gate f. Overall Transition Area Status g. Top three (3) risks, issues, and milestones 4. Changes 5. Issues 6. Risks 7. Communication activities 8. QA status and results: a. Migration Plan reviews - Checklists required and completed b. Test and Validation reviews - Checklists required and completed c. Findings
BC-1.3-07	Prior to completing the Transition-In period, the Contractor will conduct and facilitate one or more Transition-In Final Review meetings for executive level audiences, including State partner executives and others as directed by the Consortium to show that Transition-In activities are complete and provide information that demonstrates all transition components are transitioned, scheduled activities are complete, and the Contractor is now responsible for all support specified in this Agreement. Note: The Transition-In Final Review meetings will be conducted at or near the end of the Transition-In period. The Consortium must approve completion of Transition-In.
BC-1.3-08	The Contractor will present information at the Transition-In Final Review Meeting(s) in a PowerPoint presentation format which must be easy to understand, and includes: 1. Final Dashboard 2. Final Schedule 3. Issues Pertaining to Ongoing activities 4. Lessons Learned 5. Request to Close Transition

SUBTASK: 1.4 TRANSITION-IN SERVICE AND FUNCTION MIGRATION (4 REQUIREMENTS)	
UNIQUE ID	REQUIREMENT
BC-1.4-01	The Contractor will provide leadership in working with the Consortium and the incumbent Contractor to integrate the incumbent Contractor's Closeout Plan and Closeout Work Schedule with the Contractor's BenefitsCal Service and Function Migration Plan.
BC-1.4-02	The Contractor will assume responsibility for enhancements that are in-progress as of the completion of the Transition-In Period and will adhere to the approved SCR development and implementation schedule and budget.
BC-1.4-03	The Contractor will manage updates and changes to the approved SCR Requirements Service and Function Migration as needed throughout the Transition-In period.
BC-1.4-04	The Contractor will participate in the transfer of Data and files including e-mails, historical transmission files, historical System logs, analytics, including survey and sentiment data, Documentation, tools, and any other CalSAWS BenefitsCal related components that would be mandatory or beneficial to the continuance of BenefitsCal.

SUBTASK: 1.5 TRANSITION-IN TRAINING AND KNOWLEDGE TRANSFER (2 REQUIREMENTS)	
UNIQUE ID	REQUIREMENT
BC-1.5-01	The Contractor will specify the methods to be used for knowledge transfer and internal training activities; examples include: 1. Documentation Reviews – Review of BenefitsCal Documentation relevant to the responsibilities to be assumed by the Contractor's Staff 2. Q&A Sessions – Meetings to ask the incumbent Contractor clarifying questions on the Documentation to validate the understanding of BenefitsCal processes and procedures 3. Walkthroughs – Discussions or meetings between the Contractor and incumbent Contractor to step through operational processes, procedures, scripts, and workflow 4. Training – Learning that takes place to prepare the Contractor's Staff to implement activities, processes, and procedures needed for a given service or function identified in the Contractor's BenefitsCal TIMP 5. Demonstrations – The Contractor's Staff can successfully demonstrate capability to implement activities, processes, and procedures needed to provide a given service or function identified in the Contractor's BenefitsCal TIMP.
BC-1.5-02	The Contractor will confirm Consortium staff are familiar with all of the Contractor's BenefitsCal Services and any of the new processes and tools used by the Contractor upon transition from the incumbent Contractor.

SUBTASK: 1.6 TRANSITION-IN READINESS REVIEWS (5 REQUIREMENTS)	
UNIQUE ID	REQUIREMENT
BC-1.6-01	The Contractor will conduct a series of BenefitsCal Transition-In Readiness Reviews with the Consortium, and other CalSAWS Contractors as applicable, for each Service or Function identified as part of the Service and Function Migration Plans and provide evidence that they are ready to assume operational control and responsibility for fulfilling the specified requirements and have coordinated cutover tasks and timing with the incumbent Contractor. BenefitsCal Transition-In Readiness Reviews apply to each of the following transition areas: 1. Management as identified in SOW Task Area 2: Management Requirements. 2. SCRs as identified in SOW Task Area 3: SCR Requirements. 3. Marketing and Public Communications as identified in SOW Task Area 4: Marketing and Public Communications Requirements. 4. Support Services as identified in SOW Task Area 5: Support Services Requirements. 5. Enhancement and Innovation as identified in SOW Task Area 6: Enhancement and Innovation Requirements. 6. Production Operations as identified in SOW Task Area 7: Production Operations Requirements. 7. Technology Recovery as identified in SOW Task Area 8: Technology Recovery Requirements. 8. Security as identified in SOW Task Area 9: Security Requirements.
BC-1.6-02	The Contractor will provide BenefitsCal Transition-In Readiness Reviews, as identified in the BenefitsCal TIMP, which include: 1. Incumbent Contractor's Closeout Checklist 2. Status of Transition Component Migration Activities and Tasks 3. Training and/or Knowledge Transfer 4. Contractor's Test or Validation Results 5. Proposed Cutover Activities and Date 6. Contractor's Confirmation of Readiness 7. Consortium Go/No Go Decision
BC-1.6-03	The Contractor will show during the BenefitsCal Transition-In Readiness Reviews that they have identified and coordinated cutover tasks and timing with the incumbent Contractor.
BC-1.6-04	The Contractor will confirm that the incumbent Contractor Project Closeout Plan turnover processes and procedures conform to the BenefitsCal TIMP.
BC-1.6-05	Upon implementing cutover for a transition component, the Contractor will confirm for the Consortium that BenefitsCal Transition-In is complete and the Contractor has assumed full responsibility for providing and managing the service, function, or other transition item.

SUBTASK: 1.7 TRANSITION-IN TEST AND VALIDATION (3 REQUIREMENTS)	
UNIQUE ID	REQUIREMENT
BC-1.7-01	The Contractor will develop, deliver, maintain, and execute a BenefitsCal Transition-In Test and Validation Plan, in cooperation and coordination with the Consortium, State partners and other CalSAWS Contractors as applicable, that defines the test and validation activities, including Pass/Fail criteria, for each of the following Service and Function Areas: 1. Management as identified in SOW Task Area 2: Management Requirements. 2. SCRs as identified in SOW Task Area 3: SCR Requirements. 3. Marketing and Public Communications as identified in SOW Task Area 4: Marketing and Public Communications Requirements. 4. Support Services as identified in SOW Task Area 5: Support Services Requirements. 5. Enhancement and Innovation as identified in SOW Task Area 6: Enhancement and Innovation Requirements. 6. Production Operations as identified in SOW Task Area 7: Production Operations Requirements. 7. Technology Recovery as identified in SOW Task Area 8: Technology Recovery Requirements. 8. Security as identified in SOW Task Area 9: Security Requirements. Deliverable: BenefitsCal Transition-In Test and Validation Plan
BC-1.7-02	The Contractor will manage updates and changes to each approved BenefitsCal Transition-In Test and Validation Plan as needed.
BC-1.7-03	The Contractor will conduct walkthroughs for Consortium staff, and Stakeholders, including State partners during testing and validation, which will include: 1. Demonstration of areas where Task Area performance is acceptable. 2. Demonstration of areas of unacceptable Task Area performance, problems, and issues. 3. Identification of where the problem occurred and an explanation of the differences between expected and actual results. 4. Summary analysis of the problem and the corrective action process and results for each problem or issue.

SOW Task Area: 2. Management Requirements (35 Requirements)

SUB TASK: 2.1 PROJECT MANAGEMENT (31 REQUIREMENTS)	
UNIQUE ID	REQUIREMENT
BC-2.1-01	The Contractor will provide project and technical management for all of the activities defined in this Agreement and detailed in the Maintenance and Enhancement Project Control Document and the BenefitsCal Services Plan, in cooperation and coordination with the Consortium and other CalSAWS Contractors as applicable, including: 1. Planning, controlling, and reporting on the work. 2. Leading the BenefitsCal (including transition) activities.
BC-2.1-02	The Contractor will be an active participant and collaborate with the Consortium and other CalSAWS Contractors in the operations of the Delivery Integration Office (DIO), including: 1. Participating in and supporting of the DIO, its governance structure and processes necessary to oversee and manage in an integrated multi-Contractor environment. 2. Incorporating delivery integration principles and best practices. 3. Working in cooperation and coordination with the Consortium, State partners and other CalSAWS Contractors to facilitate continued maintenance and improvement of this model and to measure corrective actions for success.
BC-2.1-03	The Contractor will perform project management activities in accordance with the CalSAWS Enterprise Project Control Document (PCD), including: 1. Status Reporting 2. Communication Management 3. Contract Management 4. Deficiency Management 5. Deliverable Management 6. Quality Management 7. Risk and Issue Management 8. Staff Management 9. System Performance Management
BC-2.1-04	The Contractor will adopt, deliver, maintain and execute a BenefitsCal Project Control Document that includes the activities performed by Contractor Staff, in accordance and coherence with the CalSAWS Enterprise PCD. Deliverable: BenefitsCal Project Control Document
BC-2.1-05	The Contractor will maintain and execute the BenefitsCal Services Plan.

SUB TASK: 2.1 PROJECT MANAGEMENT (31 REQUIREMENTS)	
UNIQUE ID	REQUIREMENT
BC-2.1-06	The Contractor will maintain and execute the BenefitsCal Services OWDs that provide the detailed procedures for the activities and processes contained in the BenefitsCal Services Plan.
BC-2.1-07	The Contractor will develop, deliver, maintain, and execute a BenefitsCal Work Schedule in accordance with the BenefitsCal PCD and BenefitsCal Services Plan. Deliverable: BenefitsCal Work Schedule
BC-2.1-08	The Contractor will work with the Consortium, and other CalSAWS Contractors as applicable, to integrate the Work Schedule (including updates) into the Maintenance and Operations Integrated Work Plan.
BC-2.1-09	The Contractor will develop, deliver, and maintain a BenefitsCal Organization Chart and Contact List that includes all Contractor Staff providing Services under this Agreement, including: 1. A graphical representation of the Contractor's organization at summary and detailed levels (with details down to each individual), which also depicts Contractor Key Staff with their Consortium staff counterparts. 2. A Contact List that specifies the name, role, physical location, email address and telephone number for all Contractor Staff. 3. The Contractor will provide updated versions on a monthly basis to reflect changes.
BC-2.1-10	The Contractor will provide Data, and supporting back-up detail, related to this Agreement, including metrics used to gauge the success of the user experience, performance indicators and outcomes, website usage and useability targets, and targeted objectives, as requested by the Consortium.
BC-2.1-11	The Contractor will provide billing forecasts on a monthly basis, as determined by the Consortium, using the CalSAWS Monthly Projections template, indicating the invoicing and billing schedule for this Agreement by month and State and federal fiscal years.
BC-2.1-12	The Contractor will participate in standing management and committee meetings, in addition to meetings included in the CalSAWS Enterprise PCD, as directed by the Consortium, including the Joint Powers Authority Board of Directors, Project Steering Committee, Technical Change Approval Board, Stakeholder Collaboration Model meetings, Weekly Management meetings, operational meetings and performance meetings.
BC-2.1-13	The Contractor is responsible for scheduling, tracking, documenting, recording, and sharing agendas and minutes for any and all BenefitsCal and BenefitsCal-related meetings planned and conducted as part of the overall project management Services under this Agreement.
BC-2.1-14	The Contractor will provide all information requested by the Consortium in response to audit requests and reviews in the timeframe and format prescribed by the Consortium.

SUB TASK: 2.1 PROJECT MANAGEMENT (31 REQUIREMENTS)	
UNIQUE ID	REQUIREMENT
BC-2.1-15	The Contractor will participate in audit activities, including Service Organization Controls (SOC) 1, SOC 2 Readiness, SOC 2 Type 2, NIST and Financial, as required by the Consortium.
BC-2.1-16	The Contractor will provide copies of specified, available work products/artifacts upon the request of and in the timeframe specified by the Consortium.
BC-2.1-17	The Contractor will utilize the tools documented for the functions per the software inventory as represented within Exhibit C to the Agreement.
BC-2.1-18	The Contractor may propose, for the Consortium's consideration, additional or alternate tools for those tools listed in the software inventory as represented within Exhibit C to the Agreement. Any additional or alternate tool purchase/use is subject to Consortium review and approval.
BC-2.1-19	The Contractor will make recommendations, on an on-going basis, for improvements to the CalSAWS processes and tools to enhance service delivery, consumer outcomes, engagement of the public in design sessions and/or optimize costs; implementation of changes is subject to Consortium review and approval.
BC-2.1-20	The Contractor will supplement existing Contractor Staff assigned to this Agreement on an event-driven basis as needed, including providing short-term or specialized subject matter expertise.
BC-2.1-21	The Contractor will use the Consortium's Cloud cost monitoring tools to control and report costs for all of the Cloud-based activities defined in this Agreement.
BC-2.1-22	The Contractor will establish cost controls and recommend cost saving and optimization strategies on a semi-annual basis (at a minimum), including Cloud expenditures, for Consortium consideration.
BC-2.1-23	The Contractor will participate in and support Change Management activities led by the Consortium or other CalSAWS Contractors, as directed by the Consortium.
BC-2.1-24	The Contractor will provide a Public Communications Lead for marketing, outreach, feedback, informational and statistical reporting, and Stakeholder relationship development and maintenance. The Public Communications Lead will work closely with the Application Manager, Product Manager and other staff to ensure the user voice remains centered and incorporated into BenefitsCal design processes, and the implications of system changes are communicated timely and adequately to users, including County staff.
BC-2.1-25	
BC-2.1-26	
BC-2.1-27	The Contractor will provide and use a structured approach for estimating costs for potential proofs of concepts, technical changes, enhancements, and System Change Requests (SCR). The solution must include supporting price details including factors such as complexity, level of effort, resource types, named key Staff

SUB TASK: 2.1 PROJECT MANAGEMENT (31 REQUIREMENTS)	
UNIQUE ID	REQUIREMENT
	and required Software. The solution must also support input of component prices from multiple vendor sources.
BC-2.1-28	The Contractor will on a monthly basis, track and report the actual hours of each SCR and the cumulative hours of all SCRs in the format specified by the Consortium.
BC-2.1-29	The Contractor will, at the request of the Consortium, provide recommendations for continuous process improvement and innovation, including measuring corrective actions for success, in reporting and dashboard technologies and designs.
BC-2.1-30	The Contractor will provide BenefitsCal Data to State Partners on an "on-demand" basis, in the timeframe and format prescribed by the Consortium. This provision will include the evaluation of the required BenefitsCal Data for review with the Consortium.
BC-2.1-31	The Contractor will maintain and enhance BenefitsCal in accordance with the applicable Centers for Medicare & Medicaid Services (CMS) Eligibility and Enrollment Requirements and Conditions & Standards of Enhanced Funding.

SUBTASK: 2.2 APPLICATION MAINTENANCE AND ENHANCEMENT STRATEGIC PLANNING (4 REQUIREMENTS)	
UNIQUE ID	REQUIREMENT
BC-2.2-01	The Contractor will develop and contribute to the CalSAWS Annual Strategic Plan and execute BenefitsCal strategic planning activities, in consultation and collaboration with the Consortium, State Partners, and Stakeholders. The CalSAWS Annual Strategic Plan reflects the CalSAWS System "Future Vision" approach that will encompass a five (5) year planning window, including capacity planning to meet the demands of delivering future changes.
BC-2.2-02	The Contractor will include an approach to prioritizing, designing, developing, testing and implementing enhancements and SCRs in the change request queue.
BC-2.2-03	The Contractor will take a lead role in collaborating, coordinating and building relationships with State Partners, and other Stakeholders to create an environment where the strategic planning methodology results in buy-in with Stakeholder groups, as appropriate.
BC-2.2-04	The Contractor will comply with the roles and responsibilities, requirements and processes documented in the Collaboration Model and assess for process improvements and provide the Consortium with recommendations based upon the findings.

SOW Task Area: 3. System Change Request Requirements (65 Requirements)

SUBTASK: 3.1 SCR PROCESS (14 REQUIREMENTS)	
UNIQUE ID	REQUIREMENT
BC-3.1-01	The Contractor will perform BenefitsCal enhancement and SCR activities, in cooperation and coordination with the Consortium, other Contractors and Stakeholders, as appropriate, consistent with the BenefitsCal Services Plan and the associated OWDs.
BC-3.1-02	The Contractor will adopt the Consortium's Collaboration Model approach to customer engagement, enhancement delivery, and a combination of system change delivery methodologies, specifically a hybrid Waterfall/Agile methodology, including the common Software Development Lifecycle (SDLC) terminology in use.
BC-3.1-03	The Contractor will adopt, enhance, and maintain the User Centered Design (UCD) Plan, including UCD processes, Key Performance Indicators (KPI), customer experience measurement approach, and customer experience reporting. Deliverable: BenefitsCal User Centered Design Plan and Customer Experience Report Plan
BC-3.1-04	The Contractor will adopt and maintain the UCD processes, Collaboration Model and Customer Experience feedback for building, developing and implementing changes to BenefitsCal and will recommend and implement improvements to the UCD process and Collaboration Model, in cooperation and coordination with the Consortium, State Partners, and other CalSAWS Contractors, as appropriate.
BC-3.1-05	The Contractor will apply the UCD process and Collaboration Model throughout the software requirements, design, test, implementation and post-implementation phases and identify areas within BenefitsCal that could be improved to benefit the overall User experience and delivery of services.
BC-3.1-06	The Contractor will, in coordination and collaboration with the Consortium, State Partners, Stakeholders and other Contractors, align and manage the impacts of BenefitsCal system changes with other applications including, 1. Identifying the technologies in use, or those planned to be in use to ensure compatibility. 2. Defining the scope of change and other application and business process interdependencies. 3. Aligning the design goals and business process changes with impacted Stakeholders automation goals and processes to ensure a smooth and effective implementation. 4. Identifying the implication of automation changes to processes and communicating these timely and effectively to impacted Stakeholders.
BC-3.1-07	The Contractor will, in coordination with the Consortium, lead and facilitate all UCD meetings, including conducting pre-planning, planning, execution, follow-up activities and material preparation.

SUBTASK: 3.1 SCR PROCESS (14 REQUIREMENTS)	
UNIQUE ID	REQUIREMENT
BC-3.1-08	The Contractor will adopt, implement and maintain the Consortium's annual Production release schedule in coordination with other Contractors, as applicable. The Contractor will make the necessary adjustments at the Consortium's request for modifications to the Production release schedule to address specific priorities or issues and coordinate release development and schedule with other Contractors as applicable.
BC-3.1-09	The Contractor will adopt and follow the Production Release Planning and Management procedures in accordance with the BenefitsCal Services Plan and the associated OWDs.
BC-3.1-10	The Contractor will develop, implement and maintain modifications to the BenefitsCal application in accordance with the Consortium's Core Automation Principles.
BC-3.1-11	The Contractor will develop, implement and maintain modifications to the BenefitsCal application in accordance with the ADA Standards for Accessible Design, including compliance with Section 508 of the Rehabilitation Act.
BC-3.1-12	The Contractor will, in partnership with the Consortium Design Team, review and perform a System and cross functional impact analysis and provide input to draft SCRs to improve development outcomes and the accuracy of cost estimates. The elements of the SCR automated template include: 1. Detailed description of Current Design, including the supporting State or federal policy reference number, as appropriate 2. Detailed description of the requested change 3. Supporting design artifacts such as Functional Design Documents for Correspondence, ICDs for API interfaces 4. Estimate of Change 5. A list of the functional and technical areas impacted and identify cross vendor impacts 6. Assumptions 7. Regression test 8. Test requirements, including environments 9. Test support to Consortium, State Partners, and stakeholders, as appropriate 10. Training requirements 11. Target Release Schedule
BC-3.1-13	The Contractor will obtain enhancement and SCR approval from the Consortium prior to initiating enhancements and SCR activities.
BC-3.1-14	The Contractor will recommend and implement improvements on an as-needed basis to the existing enhancement and SCR process and the Stakeholder Collaboration Model process, measure corrective

SUBTASK: 3.1 SCR PROCESS (14 REQUIREMENTS)	
UNIQUE ID	REQUIREMENT
	actions for success, and establish controls, with the outcome that changes are more quickly promulgated to the Production environment, maintaining a quality delivery.

SUBTASK: 3.2 SYSTEM REQUIREMENTS CAPTURE AND VALIDATION (4 REQUIREMENTS)	
UNIQUE ID	REQUIREMENT
BC-3.2-01	The Contractor will perform requirements capture and validation activities, in cooperation and coordination with the Consortium and other Contractors as applicable, consistent with the BenefitsCal Services Plan and the associated OWDs.
BC-3.2-02	The Contractor will capture functional and technical requirements that will serve as the basis for the enhancement and SCR design and development change(s).
BC-3.2-03	The Contractor will record and keep current all requirements in the requirements traceability and verification tool(s), as approved by the Consortium.
BC-3.2-04	The Contractor will update and deliver the BenefitsCal RTM and Report that includes any unresolved traceability issues. Deliverable: BenefitsCal Requirements Traceability Matrix (RTM) and Report

SUBTASK: 3.3 SYSTEM DESIGN AND VALIDATION (6 REQUIREMENTS)	
UNIQUE ID	REQUIREMENT
BC-3.3-01	The Contractor will perform design specification and validation activities, in cooperation and coordination with the Consortium and other Contractors, consistent with the BenefitsCal Services Plan and the associated OWDs.
BC-3.3-02	The Contractor will adopt, enhance, maintain, and deliver the BenefitsCal General Design Document. Deliverable: BenefitsCal General Design Document
BC-3.3-03	The Contractor will confirm updates to the BenefitsCal General Design Document trace back to the requirements and are kept current with the System design.
BC-3.3-04	The Contractor will adopt, enhance, and maintain the BenefitsCal design in an automated and auditable single source for all critical Systems Information.
BC-3.3-05	The Contractor will deliver translation Services for the BenefitsCal application for the following languages, which include the State-approved threshold languages. The Contractor will engage native speakers to assist in translations. The list of languages, including the State-approved written and spoken threshold languages, may change over time and changes will follow the approved SCR process.

SUBTASK: 3.3 SYSTEM DESIGN AND VALIDATION (6 REQUIREMENTS)	
UNIQUE ID	REQUIREMENT
	1. Arabic 2. Armenian 3. Cambodian 4. Chinese Traditional 5. Chinese (Mandarin) 6. English 7. Farsi 8. Hindi 9. Hmong 10. Japanese 11. Korean 12. Lao 13. Mien 14. Portuguese 15. Punjabi 16. Russian 17. Spanish 18. Tagalog, Filipino 19. Thai 20. Ukrainian 21. Vietnamese
BC-3.3-06	The Contractor will: ▪ Work with and support translation activities necessary during testing processes. ▪ Propose an innovative solution for efficient testing of customer-facing page content in BenefitsCal supported languages. ▪ Work with and support the Consortium and stakeholders, as appropriate, during the translation review, validation, and approval process. ▪ Work with and obtain input on the development of translated materials by those who are native speakers of those languages. ▪ Execute a quality assurance/validation process of the translated materials.

SUBTASK: 3.4 TEST PLANNING, EXECUTING AND REPORTING (16 REQUIREMENTS)	
UNIQUE ID	REQUIREMENT
BC-3.4-01	The Contractor will manage and execute the Test Planning, Executing, and Reporting activities, in cooperation and coordination with the Consortium, State partners, and other Contractors as applicable, consistent with the BenefitsCal Services Plan and the associated OWDs.
BC-3.4-02	The Contractor will perform functional and non-functional testing including: 1. Unit 2. Integration 3. System 4. Sanity 5. Smoke 6. Application Programming Interface (API) 7. Regression 8. Performance 9. Load 10. Stress 11. Volume 12. Compatibility 13. ADA 508 Compliance Act of 1973 14. Automated System and Regression
BC-3.4-03	The Contractor will manage and test Production releases, including on a Priority Release (PR) basis, which includes items tested and passed via the Release When Ready (RWR) queue, and a Major Production Release basis.
BC-3.4-04	The Contractor will align and coordinate Production release testing, in cooperation and coordination with the Consortium and other Contractors as applicable, providing the Consortium with consolidated and synchronized testing efforts at an enterprise level.
BC-3.4-05	The Contractor will define the qualification requirements a new API interface must meet and incorporate these requirements into an API interface test procedure that exercises all aspects of the API interface, including any required Data processing.
BC-3.4-06	The Contractor may propose an API interface testing method that emulates the behavior of an external System if there is difficulty in obtaining permission for a 'live' test. The Contractor's proposed approach and design to testing any API interface requires Consortium approval prior to the conduct of the actual test.
BC-3.4-07	The Contractor will mask Production Data for testing use in accordance with the CalSAWS Baseline Security Requirements and CalSAWS Privacy Security Agreement. Any use of CalSAWS Production Data in non-

SUBTASK: 3.4 TEST PLANNING, EXECUTING AND REPORTING (16 REQUIREMENTS)	
UNIQUE ID	REQUIREMENT
	Production environments requires explicit, documented approval from the CalSAWS Chief Information Security Officer prior to such use.
BC-3.4-08	The Contractor will recommend, to the Consortium, a User Experience (UX) testing methodology or combination of methodologies, supported by best practices documentation and UX best practices, including defining the target audience with the purpose of evaluating the ease and flexibility of the BenefitsCal application from the Users' perspective.
BC-3.4-09	The Contractor will work with the Consortium to define the need for a UX testing and will make recommendations for the integration of UX testing into the test schedule, as appropriate. The UX testing activities are based on the scope, cost and complexity of the change(s) as defined by the SCR(s).
BC-3.4-10	The Contractor will plan, schedule, execute, manage, and facilitate the UX Testing.
BC-3.4-11	The Contractor will, at the request of the Consortium, make recommendations for continuous process improvement and innovation in testing, including UX testing, A/B testing, and automated system and regression testing.
BC-3.4-12	The Contractor will execute ongoing performance testing once every two months of BenefitsCal for each major Production Release and other releases if requested by the Consortium.
BC-3.4-13	The Contractor will create and deliver to the Consortium the Performance Test Materials Packet for review no later than ten (10) Business Days prior to the performance test date, including: 1. Test Schedule 2. Resourcing 3. Test Case Detail List Deliverable: BenefitsCal Performance Test Materials Packet
BC-3.4-14	The Contractor will create and provide to the Consortium at the completion of performance testing with the new release, the Performance Test results, including: 1. Detailed test execution results with accompanying evidence of the performance testing outcomes 2. Performance Test Results by Test Scenario with Results Evidence 3. Automated Test Results by Test Scenario with Results Evidence
BC-3.4-15	The Contractor will, in conjunction with the Consortium and designated tester(s), plan and lead the Production Deployment Smoke Test, to validate the deployment has been successful.
BC-3.4-16	The Contractor will schedule and conduct the deployment smoke test following the completion of the code promotion to Production, in advance of the commencement of the System's End Users' next workday, as agreed upon by the Consortium.

SUBTASK: 3.5 TEST SUPPORT SERVICES (8 REQUIREMENTS)	
UNIQUE ID	REQUIREMENT
BC-3.5-01	The Contractor will provide ongoing Test Support Services to the Consortium Test Team, in cooperation and coordination with the Consortium, State partners and other CalSAWS Contractors as applicable, consistent with the BenefitsCal Services Plan and the associated OWDs, including: 1. A System change(s) design walkthrough, if requested. 2. A library of test cases and use cases that may be selected and modified by the user for testing. 3. A test version of all API interface transactions to be used for testing changes. 4. Search capability for the test case library that is cross-referenced to the logic/edit that the identified test case is designed to test. 5. The ability to save and reuse all test cases without the need to re-enter the Data. 6. The ability to create and edit application, enrollment, and case records for testing. 7. Selected test case Data for input into test environment. 8. A case list from the testing environment masked Production copy, with criteria as defined by the Consortium including common program information, and program and individual status. 9. Creation and maintenance of a system test environment for use by designated State Partner resources.
BC-3.5-02	The Contractor will support and maintain the integration with the Consortium's identity and authorization solution.
BC-3.5-03	The Contractor will load and maintain masked Production test case Data of sufficient complexity and diversity to provide a representative sample of the Production environment Data that the Consortium Test Team may utilize to test a range of the supported programs' rules and regulations.
BC-3.5-04	The Contractor will provide to the Consortium testers account copy capabilities within test environments or/and from Production.
BC-3.5-05	The Contractor will provide County Validation Test support, including: 1. Conducting incident and impact analysis and defect fix activities. 2. Performing corrective actions in the case of identified Deficiencies by the County Validation Test Team. 3. Administering user environment credentials, access, password maintenance. 4. Providing remote testing support, as needed. 5. Validating remote access supports browsers and platforms required to access all areas of the CalSAWS System. 6. Conducting environment Smoke Test. 7. Conducting System Change(s) Design Walkthrough, if requested. 8. Conducting API interface execution, date shift and Data refresh tasks. 9. Executing build / Code drop deployment.

SUBTASK: 3.5 TEST SUPPORT SERVICES (8 REQUIREMENTS)	
UNIQUE ID	REQUIREMENT
	10. Attending meetings, as requested.
BC-3.5-06	The Contractor will provide to the Consortium recommendations for an effective and efficient process which would permit County testers to document their County scenarios and test execution results in Jira, including creating and tracking testing incidents to disposition.
BC-3.5-07	The Contractor will work with the Consortium to define the need for a CalSAWS County Validation (CCV) Phase and will make recommendations for the integration of a CCV into the testing schedule, as directed by the Consortium.
BC-3.5-08	The Contractor will provide support to the CCV Team including: 1. Administration of user environment credentials and access, password maintenance. 2. Providing remote testing support, as needed. 3. Validating remote access supports browsers and platforms required to access all areas of the CalSAWS System. 4. Conducting environment Smoke Test. 5. Conducting System change(s) design walkthrough, if requested. 6. Conducting training on testing tools or processes, if requested. 7. Conducting incident analysis and defect fix activities 8. Reviewing and resolving outcome discrepancies 9. Performing corrective actions in the case of identified Deficiencies by the CCV Team. 10. Conducting batch execution, date shift and Data refresh 11. Executing build / Code drop deployment. 12. Developing Automated CCV regression test scripts. 13. Assisting with integration of scripts into the automated regression test tool for Consortium staff. 14. Attending meetings, as requested.

SUBTASK: 3.6 CHANGE MANAGEMENT AND TRAINING (14 REQUIREMENTS)	
UNIQUE ID	REQUIREMENT
BC-3.6-01	The Contractor will manage and execute Change Management and Training activities, in cooperation and coordination with the Consortium and other Contractors as applicable, consistent with the BenefitsCal Services Plan and the associated OWDs.
BC-3.6-02	The Contractor will comply with roles and responsibilities, requirements and processes documented in the Collaboration Model.

SUBTASK: 3.6 CHANGE MANAGEMENT AND TRAINING (14 REQUIREMENTS)	
UNIQUE ID	REQUIREMENT
BC-3.6-03	The Contractor will work with the Consortium to provide recommendations and define the need for County and end user Change Management and Training activities and implement the recommendations as approved by the Consortium for the integration of the activities into the release schedule. The Change Management activities are based on the scope, cost and complexity of the change(s) as defined by the SCR(s).
BC-3.6-04	The Contractor will work with the Consortium to provide recommendations and define the need for County and end user training and training support activities and implement the recommendations as approved by the Consortium for the integration of the activities into the release schedule. The training activities are based on the scope, cost and complexity of the change(s) as defined by the SCR(s).
BC-3.6-05	The Contractor will in coordination and consultation with the Consortium, within a timeframe agreed upon by the Consortium, develop and conduct BenefitsCal webinars to demonstrate the latest features for County personnel.
BC-3.6-06	The Contractor will in coordination and consultation with the Consortium, develop and conduct quarterly BenefitsCal webinars to demonstrate essential features and new features for members of the public and County Based Organizations (CBO). Webinars for the public will: 1. Provide attendees the ability to activate closed caption in one of the threshold languages based on availability of the webinar platform. 2. Enable live chat translation in different threshold languages within the webinar interface. 3. Recorded and published to the BenefitsCal website and social media platforms, as appropriate.
BC-3.6-07	The Contractor will, in cooperation and coordination with the Consortium, and other Contractors as appropriate, provide for and maintain Stakeholder access to a training environment, as approved by the Consortium and adhering to the CalSAWS FinOps Management practice and CalSAWS Privacy Security Agreements.
BC-3.6-08	The Contractor will adopt, enhance, maintain and deliver Help Center training materials, including on-line help, new-release notes and web casts, Fact Sheets, Quick Guide or Reference Guide, videos, the BenefitsCal Virtual Assistant (VA) and the BenefitsCal YouTube channel in coordination and consultation with the Consortium, within a timeframe agreed upon by the Consortium.
BC-3.6-09	The Contractor will provide the CalSAWS Level 1 Service Desk and the BenefitsCal Technical Help Desk advance system change details, including all planned/actual delivery schedules, development, implementation and training materials.
BC-3.6-10	The Contractor will review and provide comments to the Consortium, of Consortium-developed training materials, including a CalSAWS Functional Presentation (CFP), or web-based training for Consortium staff.

SUBTASK: 3.6 CHANGE MANAGEMENT AND TRAINING (14 REQUIREMENTS)	
UNIQUE ID	REQUIREMENT
BC-3.6-11	The Contractor will adopt, enhance, maintain and deliver education and instruction to the public, including creating and delivering customized BenefitsCal tutorials, live demonstrations and YouTube videos based upon the role of the customer, using Facebook, X and other communication channels, including chat monitoring to enhance customer outreach and providing the Consortium with AskCalSAWS communications support.
BC-3.6-12	The Contractor will adopt, enhance, maintain and deliver Always-On Survey capability providing customers the ability to share their experience at any time when using the website.
BC-3.6-13	The Contractor will adopt, enhance, maintain and deliver text analytics and social listening to uncover key pain points and gauge user sentiment from user comments and posts, across various platforms, in real-time.
BC-3.6-14	The Contractor will, at the request of the Consortium, provide recommendations for the most effective and creative training methods and mediums to increase public awareness and adoption while aligning with the Consortium's expectation of excellence in training delivery.

SUBTASK: 3.7 PRODUCTION READINESS AND GREEN LIGHT (5 REQUIREMENTS)	
UNIQUE ID	REQUIREMENT
BC-3.7-01	The Contractor will manage and execute Production Readiness and Green Light activities, in cooperation and coordination with the Consortium and other Contractors as applicable, consistent with the BenefitsCal Services Plan and the associated OWDs.
BC-3.7-02	The Contractor will participate in all required planning, execution, and closeout Readiness activities, including: 1. Readiness Pre-Planning 2. Readiness Release Meetings Participation 3. Readiness Release Material Development and Maintenance 4. Readiness Tracking to Complete, including providing documented evidence to confirm that all Entrance and Exit criteria is met 5. Readiness Open Items / Action Items Identification and Management 6. Risk and Issue Identification and Management 7. Readiness Statistical Updates and Reporting 8. Readiness Mitigation and Contingency Planning and Execution
BC-3.7-03	The Contractor will participate in all required Pre-Green Light and/or Green Light planning, execution and close out activities, including: 1. Green Light Pre-Planning

SUBTASK: 3.7 PRODUCTION READINESS AND GREEN LIGHT (5 REQUIREMENTS)	
UNIQUE ID	REQUIREMENT
	2. Green Light Meeting Planning 3. Green Light Material Development and Maintenance 4. Green Light Meeting Participation 5. Green Light Open Items / Action Items Identification and Management 6. Risk and Issue Identification and Management
BC-3.7-04	The Contractor will work with the Consortium, State Partners, Stakeholders, and other CalSAWS Contractors as appropriate, to provide advance notification of Production Release content, in accordance with the communication protocols documented in the CalSAWS Enterprise PCD.
BC-3.7-05	The Contractor will, at the request of the Consortium, assess industry Readiness and Green Light process improvements and provide the Consortium with recommendations based upon the findings.

SUBTASK: 3.8 DEPLOYMENT (2 REQUIREMENTS)	
UNIQUE ID	REQUIREMENT
BC-3.8-01	The Contractor will manage and execute Deployment activities, in cooperation and coordination with the Consortium and other Contractors, consistent with the BenefitsCal Services Plan and the associated OWDs.
BC-3.8-02	The Contractor will deliver and certify to the Consortium each Production Release, the Software was successfully promoted and installed into Production. Deliverable: Certification of Successful Production Release

SOW Task Area: 4. Marketing and Public Communications Requirements (16 Requirements)

SUBTASK: 4.1 MARKETING AND PUBLIC COMMUNICATIONS (16 REQUIREMENTS)	
UNIQUE ID	REQUIREMENT
BC-4.1-01	The Contractor will manage and execute public communication and marketing activities, in cooperation and coordination with the Consortium and other Contractors, consistent with the BenefitsCal Services Plan and the associated OWDs.
BC-4.1-02	The Contractor will adopt, enhance and maintain the BenefitsCal Marketing and Public Communications Plan, including all marketing and communications materials. Deliverable: BenefitsCal Marketing and Public Communications Plan

SUBTASK: 4.1 MARKETING AND PUBLIC COMMUNICATIONS (16 REQUIREMENTS)	
UNIQUE ID	REQUIREMENT
BC-4.1-03	The Contractor will, in cooperation and coordination with the Consortium, other Contractors, State Partners and Stakeholders make process improvement recommendations for the enhancement of public communications and marketing to increase the visibility of BenefitsCal services and customer outreach.
BC-4.1-04	The Contractor will, in cooperation and coordination with the Consortium, other Contractors, State Partners and Stakeholders expand the Consortium strategic partnerships with public and private organizations to garner BenefitsCal support and Stakeholder collaboration to maximize BenefitsCal visibility and community outreach.
BC-4.1-05	The Contractor will lead the development and implementation of a comprehensive marketing and communications program designed to communicate BenefitsCal services and programs, promote the services of BenefitsCal, and foster community relationships through BenefitsCal initiatives.
BC-4.1-06	The Contractor will develop, implement, and plan for the use of electronic and web-based communication for the implementation of public relations strategies; utilizing current and emerging technologies to best reach target audiences.
BC-4.1-07	The Contractor will deliver translation services for BenefitsCal marketing campaigns in the State-approved threshold languages. The Contractor will engage native speakers to assist in translations for the State-approved written and spoken threshold languages documented in BenefitsCal Requirement 3.3-05. The list of the State-approved written and spoken threshold languages may change over time and changes will follow the approved SCR process.
BC-4.1-08	The Contractor will lead the development of materials in support of BenefitsCal marketing strategies including publications, electronic communications and multimedia presentations.
BC-4.1-09	The Contractor will lead and supervise graphic arts initiatives and establish quality content and design of informational and promotional materials for public consumption.
BC-4.1-10	The Contractor will take creative lead of all production of BenefitsCal print, web and other marketing materials.
BC-4.1-11	The Contractor will create and maintain standards and quality control of BenefitsCal internal and external communications.
BC-4.1-12	The Contractor will develop and provide the Consortium, other Contractors, State Partners and Stakeholders with marketing campaign reports for both short and long-term marketing initiatives, including the intended results, benchmarks, metrics and key highlights to be captured, iterative results reporting, effectiveness of the marketing campaign and the analysis of campaign failures and successes.

SUBTASK: 4.1 MARKETING AND PUBLIC COMMUNICATIONS (16 REQUIREMENTS)	
UNIQUE ID	REQUIREMENT
BC-4.1-13	The Contractor will oversee, plan and manage all publicity related BenefitsCal special events, including natural disasters, and unanticipated events, and provide tactical direction to Contractor staff in carrying out marketing, communications and customer service functions.
BC-4.1-14	The Contractor will cultivate relationships with media outlets and shape and direct stories about BenefitsCal programs and services, including supporting and managing media relationships, researching editorial opportunities and building relationships with key industry media.
BC-4.1-15	The Contractor will, in collaboration with the Consortium, State Partners and Stakeholders conduct User research to understand the needs and goals of the target users, analyzing and synthesizing the data to create use cases, developing design concepts and prototypes, testing and evaluating the solutions with Users and Stakeholders, iterating and refining design solutions based upon test results and feedback, and communicating with the Application Manager and the Project team members to ensure alignment with objectives.
BC-4.1-16	The Contractor will consult with and provide oral reports and presentations on BenefitsCal related issues to the JPA, Consortium Executive leadership, PSC and other Consortium Teams, and Stakeholder groups.

SOW Task Area: 5. Support Services Requirements (11 Requirements)

SUBTASK: 5.1 SUPPORT SERVICES (11 REQUIREMENTS)	
UNIQUE ID	REQUIREMENT
BC-5.1-01	The Contractor will manage and execute Support Services activities, in cooperation and coordination with the Consortium and other CalSAWS Contractors as applicable, consistent with the BenefitsCal Services Plan and the associated OWDs.
BC-5.1-02	The Contractor will determine and validate legislation/statutory changes impacting operation of BenefitsCal on an as-needed basis and present their analysis on or before the due date to the Consortium.
BC-5.1-03	The Contractor will track and assess proposed legislation for impacts to the operation of BenefitsCal and present their analysis to the Consortium.
BC-5.1-04	The Contractor will be responsible for the integration of legislative changes into the BenefitsCal platform, which will be handled through the SCR process and the Stakeholder Collaboration Model process.
BC-5.1-05	The Contractor will evaluate the impact and cost of implementing statutory and/or regulatory changes to BenefitsCal, including CDSS SCERFRA, DHCS SIRFRA or other Stakeholder estimate requests. To the extent

SUBTASK: 5.1 SUPPORT SERVICES (11 REQUIREMENTS)	
UNIQUE ID	REQUIREMENT
	possible, this assessment will include a list of the impacted System components, assumptions and constraints, and an order of magnitude for cost and schedule.
BC-5.1-06	The Contractor will provide training in the use of the BenefitsCal automated regression and ADA test tools to designated Consortium staff on an as-needed basis.
BC-5.1-07	The Contractor will provide training in the use of the BenefitsCal training tools to designated Consortium staff on an as-needed basis.
BC-5.1-08	The Contractor will provide training in the use of the performance monitoring tools to designated Consortium staff and State partners on an as-needed basis.
BC-5.1-09	The Contractor will provide training in the management, administration and use of the software and tools as requested by the Consortium, to designated Consortium staff on an as-needed basis.
BC-5.1-10	The Contractor will adopt, enhance, maintain, and implement changes to custom developed BenefitsCal supporting software (e.g., tools), upon Consortium approval.
BC-5.1-11	The Contractor will, as directed by the Consortium, make available BenefitsCal-related updates in support of the Project website, CalSAWS.org.

SOW Task Area: 6. Enhancement and Innovation Requirements (15 Requirements)

SUBTASK: 6.1 ENHANCEMENT AND INNOVATION (15 REQUIREMENTS)	
UNIQUE ID	REQUIREMENT
BC-6.1-01	The Contractor will manage and execute enhancement and innovation enhancement activities, in cooperation and coordination with the Consortium and other CalSAWS Contractors as applicable, consistent with the BenefitsCal Services Plan and the associated OWDs.
BC-6.1-02	The Contractor will enhance, maintain, and implement technical and application enhancements in cooperation and coordination with the Consortium and other Contractors as applicable, which will be handled through the SCR process and the Stakeholder Collaboration Model process.
BC-6.1-03	The Contractor will be responsible for the integration of selected BenefitsCal technologies into the CalSAWS platform, which will be handled through the SCR process and the Stakeholder Collaboration Model process.
BC-6.1-04	The Contractor will create and deliver an approach to using, enhancing, maintaining, and deploying automation, Artificial Intelligence and Machine Learning to improve code quality, automate high-volume, repetitive, or error-prone manual and automated tasks to increase accuracy, reduce costs, and improve the user experience. Deliverable: BenefitsCal Approach to Automation, Artificial Intelligence and Machine Learning

SUBTASK: 6.1 ENHANCEMENT AND INNOVATION (15 REQUIREMENTS)	
UNIQUE ID	REQUIREMENT
BC-6.1-05	The Contractor will be responsible for the integration of selected services, Artificial Intelligence and Machine Learning enhancements into the BenefitsCal platform, including client-facing and application maintenance activities, which will be handled through the SCR process and the Stakeholder Collaboration Model process.
BC-6.1-06	The Contractor will enhance, implement and maintain the BenefitsCal chatbots functionality, which will be handled through the SCR process and the Stakeholder Collaboration Model process and will create, implement, maintain and enhance video navigator functionality, which will be handled through the SCR process and the Stakeholder Collaboration Model process.
BC-6.1-07	The Contractor will create, enhance, maintain and deliver a direct public link to BenefitsCal.com from the BenefitsCal YouTube channel, which will be handled through the SCR process and the Stakeholder Collaboration Model process.
BC-6.1-08	The Contractor will create, implement, maintain and enhance mobile device compatibility and functionality, including specified browsers, in cooperation and coordination with the Consortium and other Contractors as applicable, which will be handled through the SCR process and the Stakeholder Collaboration Model process.
BC-6.1-09	The Contractor will adopt the Cloud best practices and standards.
BC-6.1-10	In addition to the SCR support hours, the Contractor will provide no less than 625.0 hours per calendar quarter, in the implementation of the BenefitsCal Innovation initiatives.
BC-6.1-11	The Contractor will participate as a key contributor in the CalSAWS Innovation initiatives, with a focus on County-oriented innovation and will be responsible for the Consortium-approved evaluation of emerging technologies, Proof of Concept (POCs) and/or pilots, as related to BenefitsCal.
BC-6.1-12	The Contractor will provide no less than 625.0 hours per calendar quarter, in support of the BenefitsCal Innovation POCs and/or pilots.
BC-6.1-13	The Contractor will participate as a key contributor to the CalSAWS Innovation Team to engage and prepare the Consortium and Contractor Project Team regarding BenefitsCal Innovation presentations and Innovation Day planning.
BC-6.1-14	The Contractor will, in coordination with the Consortium, define the need and representative User population most appropriate for pilot tests of new BenefitsCal Innovation concepts. The pilot County or Counties, scope, schedule, activities (including UX Testing) will be based upon the scope and complexity of the Innovation initiative.
BC-6.1-15	The Contractor will provide to the Consortium all reporting metrics, including chatbot usage metrics, percentage of response matches, user feedback data, most frequently asked questions and all other factors that provide user and usability information.

SOW Task Area: 7. Production Operations Requirements (46 Requirements)

SUBTASK: 7.1 DAILY OPERATIONS (10 REQUIREMENTS)	
UNIQUE ID	REQUIREMENT
BC-7.1-01	The Contractor will provide Production Operations Services to support the daily operation, maintain BenefitsCal application availability, perform scheduled System operations and maintenance to meet the CalSAWS business and technical requirements and service levels, in cooperation and coordination with the Consortium and other CalSAWS Contractors as applicable, consistent with the BenefitsCal Services Plan and the associated OWDs.
BC-7.1-02	The Contractor will configure and maintain BenefitsCal AWS Cloud WorkSpaces, including access control, auto-scaling and applications, in order to provide project users with remote access for various use cases. This configuration will be in accordance with the CalSAWS Access Control Policy, the CalSAWS Identity and Authentication Policy and any other applicable policies.
BC-7.1-03	The Contractor will provide ongoing analysis of Tier 3 BenefitsCal operations incidents and alerts, reporting the underlying causes and identifying improvement opportunities, including measuring corrective actions for success.
BC-7.1-04	The Contractor will, as directed by the Consortium, create and deliver a Root Cause Analysis (RCA) to the Consortium in accordance with the BenefitsCal Services Plan and the associated OWDs, which will include: 1. The identification and key event descriptions explaining the incident. 2. Information necessary to distinguish between root cause and causal factors. 3. Corrective actions to be taken. 4. The steps required to prevent reoccurrence.
BC-7.1-05	The Contractor will transition corrective actions into the CalSAWS continuous improvement efforts, measure corrective actions for success, and establish controls.
BC-7.1-06	The Contractor will comply with the BenefitsCal Services Plan and associated OWDs.
BC-7.1-07	The Contractor will plan and coordinate shared environment access and usage with the Consortium and other CalSAWS Contractors, in compliance with the BenefitsCal Services Plan and the associated OWDs.
BC-7.1-08	The Contractor will support the Consortium and the Data Analytics Reports End Users, including addressing queries related to metrics, understanding how the Data is derived and can be used, and compiling and running queries.
BC-7.1-09	The Contractor will make available to the Consortium all Data including transactions, logs, Production Data and all other factors and resources.
BC-7.1-10	The Contractor will participate in all BenefitsCal-related troubleshooting efforts including the drafting and publishing of external communications and broadcasts in cooperation and coordination with the Consortium

SUBTASK: 7.1 DAILY OPERATIONS (10 REQUIREMENTS)	
UNIQUE ID	REQUIREMENT
	and other CalSAWS Contractors as applicable, consistent with the BenefitsCal Services Plan and the associated OWDs.

SUBTASK: 7.2 APPLICATION PROGRAMMING INTERFACE OPERATIONS (6 REQUIREMENTS)	
UNIQUE ID	REQUIREMENT
BC-7.2-01	The Contractor will conduct API interface operations and testing activities in cooperation and coordination with Consortium and other CalSAWS Contractors, consistent with the BenefitsCal Services Plan and the associated OWDs.
BC-7.2-02	The Contractor will adhere to all API interface protocols as documented in the BenefitsCal Services Plan and the associated OWDs.
BC-7.2-03	The Contractor will schedule API activities to occur at times that are mutually agreed upon in advance by the Consortium and the Contractor, which shall have the least impact on the CalSAWS System performance and the least disruption to User activity.
BC-7.2-04	The Contractor will monitor and report upon the processing of API interface transactions and review the logs of all API interfaces including exception/error logs.
BC-7.2-05	The Contractor will be responsible for resolving issues/defects that occur in the non-production environments that result in failed API interface transactions.
BC-7.2-06	The Contractor will be responsible for working with API interface partners in cooperation and coordination with Consortium and other CalSAWS Contractors, to resolve issues/defects that result in failed API interface transactions and user interface page transactions.

SUBTASK: 7.3 TIER 3 HELP DESK SUPPORT (12 REQUIREMENTS)	
UNIQUE ID	REQUIREMENT
BC-7.3-01	The Contractor will perform BenefitsCal Tier 3 Service Desk activities, in cooperation and coordination with the Consortium, other CalSAWS Contractors and the BenefitsCal Technical Help Desk, consistent with the BenefitsCal Services Plan and the associated OWDs.
BC-7.3-02	The Contractor will provide BenefitsCal Tier 3 Service Desk Services for the CalSAWS Users, including the API(s) that support the CalSAWS BenefitsCal online services portal.
BC-7.3-03	The Contractor will staff the BenefitsCal Tier 3 Service Desk Mondays through Saturdays 7:00 a.m. – 6:00 p.m. Pacific Standard Time, except for Consortium Holidays and scheduled System downtime. CalSAWS Holidays are documented in the M&O Services Plan.

SUBTASK: 7.3 TIER 3 HELP DESK SUPPORT (12 REQUIREMENTS)	
UNIQUE ID	REQUIREMENT
BC-7.3-04	The Contractor Tier 3 Service Desk Staff will be located in the United States. (The Consortium will not provide facilities for Contractor Service Desk Staff.)
BC-7.3-05	The Contractor will intake, prioritize, manage and resolve all BenefitsCal Tier 3 System issues reported by Service Desk or Project staff, including those escalated by the BenefitsCal Technical Help Desk which includes performing analysis, investigation, resolution, and closure activities for ServiceNow incidents.
BC-7.3-06	The Contractor will, in coordination with Tier 2 support Staff, manage BenefitsCal Tier 3 ticket resolution and Deficiency and defect fix implementation schedules.
BC-7.3-07	The Contractor will intake, prioritize, manage, and resolve all BenefitsCal Tier 3 Help Desk System application issues, including analysis, investigation, resolution, and closure activities related to application deficiencies and defects.
BC-7.3-08	The Contractor will be responsible to maintain appropriate and timely communications with the Consortium, and affected users, including items escalated from the BenefitsCal Technical Help Desk of all BenefitsCal Tier 3 incidents through resolution.
BC-7.3-09	The Contractor will be responsible to correct all BenefitsCal Tier 3 incidents within the scope of Contractor responsibility, meeting service levels and performance requirements.
BC-7.3-10	The Contractor will make recommendations, on an on-going basis, for improvements to the Tier 3 Service Desk to enhance service delivery and optimize costs, including measuring corrective actions for success. Implementation of changes is subject to Consortium review and approval.
BC-7.3-11	The Contractor will coordinate, as necessary, with Local County Tier 1 Help Desks through the Tier 1 Service Desk.
BC-7.3-12	The Contractor will, in coordination with Tier 1 and Tier 2 support Staff, manage BenefitsCal Tier 3 ticket resolution and coordinate fix implementation schedules with the Consortium, and other CalSAWS Contractors as applicable.

SUBTASK: 7.4 PRODUCTION OPERATIONS SUPPORT SERVICES (8 REQUIREMENTS)	
UNIQUE ID	REQUIREMENT
BC-7.4-01	The Contractor will perform Configuration Management activities for Contractor configuration Items, in cooperation and coordination with the Consortium and other CalSAWS Contractors as applicable, consistent with the BenefitsCal Services Plan and the associated OWDs. Contractor configuration Item Types include: 1. Plans, Processes and Standards 2. Requirements

SUBTASK: 7.4 PRODUCTION OPERATIONS SUPPORT SERVICES (8 REQUIREMENTS)	
UNIQUE ID	REQUIREMENT
	3. Tool Based Documentation 4. Technical Work Products
BC-7.4-02	The Contractor will report and address all capacity issues that impact CalSAWS System performance requirements.
BC-7.4-03	The Contractor will perform technical Change Management activities as it applies to the deployment of CalSAWS technical changes, including and in cooperation and coordination with the Consortium and other CalSAWS Contractors as applicable, consistent with the BenefitsCal Services Plan and the associated OWDs.
BC-7.4-04	The Contractor will perform configuration of software in AWS Cloud environments and support for automated deployments in all environments.
BC-7.4-05	The Contractor will be responsible for scheduling and controlling Software builds through different stages and environments, including testing, and deploying Software releases in accordance with the CalSAWS Integrated Development Environment (IDE) Version Release Technical Practices.
BC-7.4-06	The Contractor will, between baseline releases, execute SCRs or defect fixes to BenefitsCal Production as a priority release outside of scheduled Production releases.
BC-7.4-07	The Contractor will -manage the existing secure automated continuous integration/continuous delivery CI/CD pipelines for Software deployments to confirm repeatable continuous service delivery (approved pipelines and automation strategies include AWS Cloud Code Commit and Jenkins) including monitoring outcomes and with the approval of the Consortium, implementing continuous improvement.
BC-7.4-08	The Contractor will provide availability to the BenefitsCal training application in conjunction with provisioning access with CBOs including making the training application available to CBOs during defined periods in accordance with BenefitsCal Service Plan and OWDs.

SUBTASK: 7.5 PERFORMANCE MONITORING AND ALERTING (10 REQUIREMENTS)	
UNIQUE ID	REQUIREMENT
BC-7.5-01	The Contractor will perform performance monitoring and alerting activities, in cooperation and coordination with the Consortium and other CalSAWS Contractors, consistent with the BenefitsCal Services Plan and the associated OWDs.
BC-7.5-02	The Contractor will monitor availability and performance and be available for troubleshooting 24 hours per day x 7 days a week to verify CalSAWS BenefitsCal Services are meeting service levels and performance requirements detailed in Section 13.3 of the Agreement and Attachment 2 to Exhibit A to the Agreement, Service Level Agreements (SLAs).

SUBTASK: 7.5 PERFORMANCE MONITORING AND ALERTING (10 REQUIREMENTS)	
UNIQUE ID	REQUIREMENT
BC-7.5-03	The Contractor will prepare and provide materials for, and facilitate the mandatory BenefitsCal Monthly Performance Meeting, including a detailed review of the BenefitsCal Monthly Service Level Agreement Performance Report. Deliverable: BenefitsCal Monthly Service Level Agreement Performance Report
BC-7.5-04	The Contractor will investigate, verify, record, and report application-related nonperformance or unscheduled downtime in accordance with all service levels and performance requirements.
BC-7.5-05	The Contractor will be responsible for tuning and optimizing the performance of BenefitsCal within the scope of Contractor's responsibility.
BC-7.5-06	The Contractor will conduct - performance tests once every two months to align with major releases, and on-request performance tests, analyze issues and take corrective actions to optimize BenefitsCal performance.
BC-7.5-07	The Contractor will make available to the Consortium all Data gathered for usage metrics and errors, user hits, open service tickets, and all other factors and resources that impact BenefitsCal performance.
BC-7.5-08	The Contractor will develop, deliver, and maintain a performance dashboard used to monitor capacity and usage patterns that provides real-time Data on the health of BenefitsCal.
BC-7.5-09	The Contractor will develop and maintain the BenefitsCal performance dashboard using a commercial-off-the-shelf product or open-source product, with the Consortium's preference being the use of open source.
BC-7.5-10	The Contractor will, with input from the Consortium and all stakeholders, develop a public-facing summary report dashboard to be added to CalSAWS.org using a commercial-off-the-shelf product or open-source product, with the Consortium's preference being the use of open source which will follow the approved SCR process.

SOW Task Area: 8. Technology Recovery Requirements (12 Requirements)

SUBTASK: 8.1 TECHNOLOGY RECOVERY (8 REQUIREMENTS)	
UNIQUE ID	REQUIREMENT
BC-8.1-01	The Contractor will develop, deliver, and maintain a BenefitsCal Recovery Plan, in cooperation and coordination with the Consortium and other CalSAWS Contractors as applicable. Deliverable: BenefitsCal Technology Recovery Plan
BC-8.1-02	The Contractor will execute the BenefitsCal Recovery Plan activities applicable to the Contractor upon declaration of a disaster or emergency by the Consortium.

SUBTASK: 8.1 TECHNOLOGY RECOVERY (8 REQUIREMENTS)	
UNIQUE ID	REQUIREMENT
BC-8.1-03	The Contractor will support the CalSAWS Infrastructure Contractor, the Cloud Services provider, and other CalSAWS Contractors as necessary, to re-establish BenefitsCal in the event the primary production deployment becomes unavailable, consistent with the Technology Recovery Plan, including: 1. Restoring and/or validating BenefitsCal application components. 2. Coordinating and assisting other CalSAWS Contractors in restoring CalSAWS Services.
BC-8.1-04	The Contractor will meet the performance and response time requirements, including Recovery Point Objective(s) and Recovery Time Objective(s), in Section 13.3 of the Agreement and Attachment 2 to Exhibit A to the Agreement, Service Level Agreements (SLAs).
BC-8.1-05	The Contractor will maintain alignment between the production deployment and application recovery components defined in the Technology Recovery Plan for all changes and releases.
BC-8.1-06	The Contractor will develop and deliver a detailed BenefitsCal Recovery Post Event Report after every declared disaster or emergency including: 1. An assessment of the response to the incident and improvement opportunities. 2. An assessment and recommendations for improvements to existing BenefitsCal Recovery documentation. 3. An assessment on performance against SLAs, recovery timeframes and downtime metrics.
BC-8.1-07	The Contractor will perform a BenefitsCal Recovery Test on a semi-annual basis based on a test plan that is approved by the Consortium and reflective of the Technology Recovery Plan, and in conjunction with the Consortium, Cloud Services provider and other CalSAWS Contractors, as applicable.
BC-8.1-08	The Contractor will deliver a BenefitsCal Recovery Test Report after the completion of each BenefitsCal Recovery Test.

SUBTASK: 8.2 BACKUP AND RESTORATION (4 REQUIREMENTS)	
UNIQUE ID	REQUIREMENT
BC-8.2-01	The Contractor will configure backup and restoration functionality as well as perform backup and restoration activities, consistent with the BenefitsCal Services Plan and the associated OWDs, in cooperation and coordination with the Consortium and other CalSAWS Contractors.
BC-8.2-02	The Contractor will identify "in process" and "last fully processed" transactions and make the Data available to designated Consortium staff, as directed.
BC-8.2-03	The Contractor will restore all databases and transactions to the last fully processed transaction. The Contractor will support the Consortium with validating that backup transactions are complete.

SUBTASK: 8.2 BACKUP AND RESTORATION (4 REQUIREMENTS)	
UNIQUE ID	REQUIREMENT
BC-8.2-04	The Contractor will evaluate critical databases and files for corruption and Data integrity prior to the files being backed up.

SOW Task Area: 9. Security Requirements (61 Requirements)

SUBTASK: 9.1 RISK MANAGEMENT (7 REQUIREMENTS)	
UNIQUE ID	REQUIREMENT
BC-9.1-01	The Contractor will perform Security activities, in cooperation and coordination with the CalSAWS Consortium and other CalSAWS Contractors, consistent with the System Security Plan and the associated OWDs.
BC-9.1-02	The Contractor will follow the CalSAWS policies and standards for all systems and work performed, including compliance with CalSAWS Privacy Security Agreements, applicable legal, statutory, and regulatory compliance obligations.
BC-9.1-03	The Contractor will adopt, enhance, maintain, deliver and execute the BenefitsCal System Security Plan, including security policies and procedures, and make these documents readily available for regular review with the Consortium and third-party reviewers. Deliverable: BenefitsCal System Security Plan
BC-9.1-04	The Contractor will review the System Security Plan and security policies annually, and as a result of CalSAWS System changes, update as necessary, to confirm its continuing alignment with the security strategy, effectiveness, accuracy, relevance, and applicability to CalSAWS Privacy Security Agreements, legal, statutory, or regulatory compliance obligations.
BC-9.1-05	The Contractor will demonstrate an understanding of the Consortium enterprise-wide security risk framework and must participate in Consortium managed security risk processes, including security incident readiness.
BC-9.1-06	The Contractor will provide a formal disciplinary or sanction policy for employees or Subcontractor Staff who have violated security policies and procedures. Employees and Subcontractors shall be made aware of what action might be taken in the event of a violation, and disciplinary measures must be stated in the policies and procedures. The Contractor will provide signed acknowledgement statements from its current employees and Subcontractor Staff and will provide statements continuously for the life of the contract for any new employees or Subcontractor Staff.
BC-9.1-07	All Contractor and Subcontractor employees and Staff are required to complete CalSAWS Privacy Security Awareness Training, per the CalSAWS Security Awareness and Training Policy. Newly hired Contractors and Subcontractors must complete these trainings, and all Contractors and Subcontractors will complete the training annually thereafter.

SUBTASK: 9.2 CHANGE CONTROL AND CONFIGURATION MANAGEMENT (5 REQUIREMENTS)	
UNIQUE ID	REQUIREMENT
BC-9.2-01	The Contractor will adhere to existing CalSAWS policies and procedures supporting business processes and implemented technical measures.
BC-9.2-02	The Contractor will confirm that security requirements are followed and updated as needed for new acquisition or Data changes (new Data) for physical or virtual applications, infrastructure, network, and systems components, or changes to operations and/or data center facilities that have been reviewed and pre-authorized by Contractor Management.
BC-9.2-03	The Contractor will confirm integrated or delegated business partners, adhere to the same security policies and procedures for Change Management, release, and testing as internal developers within the CalSAWS program.
BC-9.2-04	The Contractor will follow CalSAWS defined change control and security testing processes for testing and release management that focus on System availability, confidentiality, and integrity of systems and services.
BC-9.2-05	The Contractor will establish and document procedures, in the System Security Plan and/or associated OWDs, for maintaining system security and managing security-related risks when applying changes to all CalSAWS systems and services. Contractor must follow CalSAWS change approval process for all changes.

SUBTASK: 9.3 VIRTUALIZATION SECURITY (7 REQUIREMENTS)	
UNIQUE ID	REQUIREMENT
BC-9.3-01	The Contractor is responsible for protection, retention, and lifecycle management of audit logs, adhering to CalSAWS Privacy Security Agreements and applicable legal, statutory or compliance obligations and monitor user access to detect potentially suspicious network behaviors and/or file integrity anomalies, and to support forensic investigative capabilities in the event of a security breach.
BC-9.3-02	The Contractor will maintain all BenefitsCal security system components while confirming they are configured to restrict and monitor traffic between trusted and untrusted connections. These configurations will be reviewed regularly by the Contractor and supported by a documented justification for use of all allowed services, protocols, ports, and by compensating controls.
BC-9.3-03	The Contractor will harden operating systems to provide only necessary ports, protocols, and services to meet CalSAWS business needs, and will implement supporting technical controls for antivirus, file integrity monitoring, and logging as part of the Contractor baseline operating build standard or template.
BC-9.3-04	Contractor must follow the CalSAWS policies to prevent movement of information from system components authorized for that data classification to system components not authorized for that data, such as production

SUBTASK: 9.3 VIRTUALIZATION SECURITY (7 REQUIREMENTS)	
UNIQUE ID	REQUIREMENT
	and non-production data. Contractor must provide appropriate security and protection from unauthorized access, damages and interference, disclosure, modification, destruction or interference of assets based on classification and information sensitivity.
BC-9.3-05	The Contractor will not design, develop, deploy, and configure Contractor-owned or managed (physical and virtual) applications, infrastructure system and network components in CalSAWS.
BC-9.3-06	The Contractor will prepare architecture diagrams which clearly define and identify data classification and data flows.
BC-9.3-07	Technical measures must be implemented and must apply defense-in-depth techniques (e.g., deep packet analysis, traffic throttling, and black-holing) for detection and timely response to network-based attacks associated with anomalous ingress or egress traffic patterns (e.g., MAC spoofing and ARP poisoning attacks) and/or distributed denial-of-service (DDoS) attacks.

SUBTASK: 9.4 THREAT AND VULNERABILITY MANAGEMENT (2 REQUIREMENTS)	
UNIQUE ID	REQUIREMENT
BC-9.4-01	The Contractor will establish procedures supporting business processes and implement technical measures to prevent the execution of malware on BenefitsCal Managed Hardware (i.e., issued workstations, laptops, and mobile devices) and IT infrastructure network and systems components.
BC-9.4-02	The Contractor will confirm procedures are established, and supporting processes and technical measures implemented, for timely detection of vulnerabilities within BenefitsCal infrastructure network and system components (e.g., network vulnerability assessment, penetration testing, application and infrastructure security scans) to confirm the efficiency of implemented security controls. Contractor must implement risk-based model for prioritizing remediation of identified vulnerabilities. Changes must be managed through the Change Management process for all Contractor-supplied patches, configuration changes, or changes to the CalSAWS System. The Contractor will provide the Consortium with Contractor policies and procedures for threat and vulnerability management and notify the Consortium of any weaknesses upon identification.

SUBTASK: 9.5 SECURITY INCIDENT MANAGEMENT (2 REQUIREMENTS)	
UNIQUE ID	REQUIREMENT
BC-9.5-01	The Contractor will establish procedures, and implement supporting business processes and technical measures, to triage security-related events and provide timely and thorough incident management, as per established centralized SIEM, CalSAWS Privacy Security Agreements, and policies and procedures.

SUBTASK: 9.5 SECURITY INCIDENT MANAGEMENT (2 REQUIREMENTS)	
UNIQUE ID	REQUIREMENT
BC-9.5-02	The Contractor will establish and implement mechanisms to monitor and quantify the types, volumes, and costs of information security incidents.

SUBTASK: 9.6 DATA SECURITY AND INFORMATION LIFECYCLE MANAGEMENT (7 REQUIREMENTS)	
UNIQUE ID	REQUIREMENT
BC-9.6-01	The Contractor will assign a classification to Data and objects containing Data, based on CalSAWS standards, by the Data owner based on Data type, value, sensitivity, and criticality to the organization.
BC-9.6-02	The Contractor will establish and document procedures for controls relevant to Contractor scope as documented in the System Security Plan, that support CalSAWS business processes and technical measures implemented, to inventory, document, and maintain Data flows for Data that is resident (permanently or temporarily) within the service's geographically distributed (physical and virtual) applications and systems components and/or shared with other third parties to ascertain any regulatory, statutory, or supply chain agreement compliance impact, and to address any other business risks associated with the Data. The Contractor will inform the Consortium of compliance impact and risk, especially if Consortium Data is used as part of the services.
BC-9.6-03	The Contractor will adhere to CalSAWS Privacy Security Agreements for electronic Data interchange, and Data that traverses public and or private networks.
BC-9.6-04	The Contractor will confirm Data is appropriately classified and protected from fraudulent activity, unauthorized disclosure, or modification to prevent a privacy security breach, contract dispute, or compromised Data.
BC-9.6-05	The Contractor will implement the necessary controls so that CalSAWS Production Data is not replicated or used in non-Production environments.
BC-9.6-06	The Contractor will comply with CalSAWS legal and regulatory requirements for de-identification of sensitive Data when Production Data is being masked for non-Production environments.
BC-9.6-07	The Contractor will adhere to CalSAWS policy and procedures for the secure disposal and complete removal of Data from all storage media, confirming Data is not recoverable by any computer forensic means.

SUBTASK: 9.7 IDENTITY AND ACCESS MANAGEMENT (9 REQUIREMENTS)	
UNIQUE ID	REQUIREMENT
BC-9.7-01	The Contractor will confirm access to, and use of, audit tools that interact with the CalSAWS System and will be appropriately segregated with access restricted to prevent inappropriate disclosure and tampering of log Data.
BC-9.7-02	The Contractor will adhere to CalSAWS identity and access management policies.
BC-9.7-03	The Contractor will confirm access to the BenefitsCal developed applications, program, or object source code, intellectual property, and proprietary software is appropriately restricted following the rule of least privilege based on job function in accordance with established CalSAWS user access policies and procedures.
BC-9.7-04	The Contractor will establish and document procedures for controls relevant to Contractor scope as documented in the System Security Plan for permissible storage and access of identities used for authentication to confirm identities are only accessible based on rules of least privilege and replication limitation only to users explicitly defined as business necessary.
BC-9.7-05	The Contractor will manage user access (e.g., employees, Contractors, and Subcontractors) to Data and CalSAWS systems.
BC-9.7-06	The Contractor will authorize and revalidate Contractor users for entitlement appropriateness quarterly (in accordance with the CalSAWS Access Control Policy), to demonstrate the rule of least privilege based on job function.
BC-9.7-07	The Contractor will manage (revoke or modify) Contractor user access to Data and CalSAWS owned or managed (physical and virtual) applications, infrastructure systems, and network components, and notify the Consortium in a timely manner. User access revocation must be implemented in accordance with established CalSAWS policies and procedures and based on a user's change in status (e.g., termination of employment or other business relationship, job change, or transfer). The Contractor will provide a report of these changes to the Consortium.
BC-9.7-08	The Contractor will implement controls to restrict Contractor user account credentials, confirming appropriate identity, entitlement, and access management in accordance with established CalSAWS policies and procedures: 1. Account credential lifecycle management from initiation through revocation. 2. Account credential and/or identity store minimization or re-use when feasible. 3. Adherence to CalSAWS FedRAMP acceptable and/or regulatory compliant authentication, authorization, and accounting (AAA) rules (e.g., strong/multi-factor, expirable, non-shared authentication secrets).

SUBTASK: 9.7 IDENTITY AND ACCESS MANAGEMENT (9 REQUIREMENTS)	
UNIQUE ID	REQUIREMENT
BC-9.7-09	The Contractor will restrict programs capable of potentially overriding system, object, network, virtual machine, and application controls.

SUBTASK: 9.8 INTEROPERABILITY AND PORTABILITY (2 REQUIREMENTS)	
UNIQUE ID	REQUIREMENT
BC-9.8-01	The Contractor will participate in developing procedures, and mutually agreed upon provisions and/or terms to be established to satisfy CalSAWS for service-to-service API and information processing interoperability, and portability for application development and information exchange, usage, and integrity persistence.
BC-9.8-02	The Contractor will use an industry standard virtualization platform to ensure interoperability and portability.

SUBTASK: 9.9 APPLICATION AND INTERFACE SECURITY (3 REQUIREMENTS)	
UNIQUE ID	REQUIREMENT
BC-9.9-01	The Contractor will design, develop, deploy and test the application and associated APIs in accordance with Open Web Application Security Project (OWASP) standards for web applications and the most current NIST standards and regulations for API best practices and adhere to CalSAWS Privacy Security Agreements, legal, statutory, and regulatory compliance obligations.
BC-9.9-02	The Contractor will implement identified CalSAWS Privacy Security Agreement requirements, contractual, and regulatory requirements prior to granting access to Data, assets, and information systems.
BC-9.9-03	The Contractor will adhere to all CalSAWS policies and procedures in support of Data security to include confidentiality, integrity, and availability across multiple system interfaces, geographic locations to prevent improper disclosure, alteration, or destruction.

SUBTASK: 9.10 FACILITY SECURITY (3 REQUIREMENTS)	
UNIQUE ID	REQUIREMENT
BC-9.10-01	The Contractor will maintain a complete inventory of business assets, classifying them, according to CalSAWS policies, in terms of business criticality, service-level expectations, and business continuity requirements as well as documenting their assigned ownership.
BC-9.10-02	The Contractor will obtain authorization from the Consortium prior to relocation or transfer of Hardware, Software, or Data containing CalSAWS Data to any offsite premises or alternative Cloud infrastructure.
BC-9.10-03	The Contractor will adhere to CalSAWS policies and procedures for the secure disposal of equipment, including wiping solution and destruction process that renders recovery of information impossible. The erasure

SUBTASK: 9.10 FACILITY SECURITY (3 REQUIREMENTS)	
Unique ID	REQUIREMENT
	must consist of a full overwrite of the drive to confirm that the erased drive is securely stored until it can be destroyed.

SUBTASK: 9.11 ENCRYPTION & KEY MANAGEMENT (5 REQUIREMENTS)	
UNIQUE ID	REQUIREMENT
BC-9.11-01	The Contractor managed keys must have identifiable owners (binding keys to identities) and key management policies must be established and implemented.
BC-9.11-02	The Contractor will establish and document procedures for controls relevant to Contractor scope as documented in the System Security Plan for the management of cryptographic keys in the service's cryptosystem (e.g., lifecycle management from key generation to revocation and replacement, public key infrastructure, cryptographic protocol design and algorithms used, access controls in place for secure key generation, and exchange and storage including segregation of keys used for encrypted Data or sessions). The Contractor will inform the Consortium of changes within the cryptosystem.
BC-9.11-03	The Contractor will develop and document procedures for controls relevant to Contractor scope as documented in the System Security Plan and implement supporting business processes and technical measures, for the use of encryption protocols for protection of sensitive Data in storage (e.g., file servers, and databases), Data in use (memory), and Data in transmission (e.g., System interfaces, over public networks, and electronic messaging) in accordance with CalSAWS applicable legal, statutory, and regulatory compliance obligations.
BC-9.11-04	The Contractor will implement platform and Data-appropriate encryption (e.g., AES-256) in open/validated formats and standard algorithms.
BC-9.11-05	The Contractor will separate key management and key usage duties.

SUBTASK: 9.12 HUMAN RESOURCES (9 REQUIREMENTS)	
UNIQUE ID	REQUIREMENT
BC-9.12-01	The Contractor will return all Consortium-owned assets within the CalSAWS established period upon termination of Contractor or Subcontractor personnel.
BC-9.12-02	The Contractor will confirm roles and responsibilities for performing employment termination or change in employment procedures are assigned, documented, and communicated.

SUBTASK: 9.12 HUMAN RESOURCES (9 REQUIREMENTS)	
UNIQUE ID	REQUIREMENT
BC-9.12-03	The Contractor will confirm pursuant to local laws, regulations, and contractual constraints, all employment candidates, Subcontractors, and third parties are subject to background verification in accordance with this Agreement.
BC-9.12-04	The Contractor will enforce employment agreements that incorporate provisions for adherence to established CalSAWS Privacy Security Agreements and policies and which must be signed by newly hired or on-boarded workforce personnel (e.g., full or part-time employee, Subcontractor or contingent Staff) prior to granting workforce personnel with user access to CalSAWS facilities, resources, and assets.
BC-9.12-05	The Contractor will document, for the controls relevant to Contractor scope as documented in the System Security Plan, roles and responsibilities of the Contractor and its Subcontractors.
BC-9.12-06	The Contractor will confirm CalSAWS acceptable use policies and procedures for supporting business processes and technical measures implemented are reviewed and adhered to by the Contractor and its Subcontractors.
BC-9.12-07	The Contractor will confirm all Contractor and Subcontractor personnel are made aware of their roles and responsibilities for: 1. Maintaining awareness and compliance with established policies and procedures and applicable CalSAWS Privacy Security Agreements, legal, statutory, or regulatory compliance obligations. 2. Maintaining a safe and secure working environment.
BC-9.12-08	The Contractor will inform Contractor and Subcontractor personnel of their responsibilities and will consent and/or contractually agree to report all information security events per the Consortium Incident Response Policy.
BC-9.12-09	The Contractor will follow CalSAWS policies and procedures that require unattended workspaces used by Contractor and Subcontractor personnel to protect sensitive documents.

SOW Task Area: 10. Transition-Out Requirements (36 Requirements)

SUBTASK: 10.1 TRANSITION-OUT PLANNING (26 REQUIREMENTS)	
UNIQUE ID	REQUIREMENT
BC-10.1-01	Transition-Out activities will begin six (6) months prior to the end of the Term and will conclude at the end of this Agreement.
BC-10.1-02	If the Consortium exercises its option to extend the Agreement Term, the extension will result in a delay of all Transition-Out activities for a commensurate period of time. The Consortium will work closely with the

SUBTASK: 10.1 TRANSITION-OUT PLANNING (26 REQUIREMENTS)	
UNIQUE ID	REQUIREMENT
	Contractor during this process and must approve all updates to the Contractor's Transition-Out approach and plans.
BC-10.1-03	Transition-Out activities of the Contractor will overlap with the Transition-In activities of the successor Contractor.
BC-10.1-04	The Contractor will provide any turnover assistance services necessary to enable the Consortium to effectively close out this Agreement and move the work to a successor Contractor or to perform the work.
BC-10.1-05	At the onset of the Transition-Out activities, the Contractor will notify the Consortium which individuals have been identified to serve on a Transition-Out Management Team and the start/stop timeframes.
BC-10.1-06	The Transition-Out Management Team will oversee the activities, completion, and implementation of all Transition-Out tasks specified in this Agreement and the Transition-Out Master Plan, in cooperation and coordination with the Consortium and other CalSAWS Contractors as applicable.
BC-10.1-07	The Contractor will develop, deliver, maintain, and execute a BenefitsCal Transition-Out Plan that will conform to the successor Contractor BenefitsCal TIMP and act as the Master Transition-Out document. Deliverable: BenefitsCal Transition-Out Master Plan
BC-10.1-08	The Contractor will align the BenefitsCal Transition-Out Plan to the Transition-In Contractor's BenefitsCal TIMP. The BenefitsCal Transition-Out Plan must address all the planned activities in the BenefitsCal TIMP and effectively provide the Transition-In Vendor with all required support to effectively execute the BenefitsCal TIMP and complete Transition-In.
BC-10.1-09	The Contractor will manage updates and changes to the BenefitsCal Transition-Out Plan (as needed) throughout the Transition-Out period.
BC-10.1-10	The Contractor will reach concurrence with both the Transition-In Contractor and Consortium as to when and how the Transition-In Contractor will assume design, development, and implementation responsibilities of new SCR releases, including releases that are not design-complete at the start of transition.
BC-10.1-11	The Contractor will plan, coordinate, and execute the Transition-Out activities of this Agreement with the Transition-In activities of the successor Contractor or the Consortium.
BC-10.1-12	The Contractor will maintain Staff throughout the Transition-Out period to satisfy and maintain compliance with all performance standards and requirements of this Agreement.
BC-10.1-13	The Contractor will maintain the necessary subject matter experts to conduct the core activities through the entire 3-month transition to support the Transition-In Contractor, including: 1. Knowledge Transfer 2. Service and Function Migration 3. Transition Test and Validation

SUBTASK: 10.1 TRANSITION-OUT PLANNING (26 REQUIREMENTS)	
UNIQUE ID	REQUIREMENT
	4. Transition Readiness and Cutover
BC-10.1-14	The Contractor will develop, deliver, and maintain a log of all problems, issues, and action items, including responsible parties, due dates and actions taken for Transition-Out tasks.
BC-10.1-15	The Contractor will reach concurrence with both the Transition-In Contractor and the Consortium and define a plan for closeout of all existing BenefitsCal Production defects and deliver code fixes to remediate recurring Data fixes. All fixes must be delivered to Production by the last release delivered by the Transition-Out Contractor.
BC-10.1-16	At the onset of the Transition-Out period, the Contractor will include Transition-Out weekly status reporting in accordance with the BenefitsCal PCD.
BC-10.1-17	Throughout the Transition-Out period, the Contractor's activities will include: 1. Implementing role and responsibility changes for the BenefitsCal support from the Contractor and the successor Contractor. These changes may occur throughout the course of the Transition-Out period. 2. Making BenefitsCal configuration changes necessary to accomplish the Transition-Out.
BC-10.1-18	The Transition-Out period will conclude upon Consortium Acceptance of the Final Closeout Report and Transition-Out Review.
BC-10.1-19	The Contractor will cooperate with and assist the Consortium and the successor Contractor(s) in end of Agreement changeover planning, preparation, testing, and transfer of BenefitsCal Services and BenefitsCal Data (as needed) to the successor Contractor or the Consortium.
BC-10.1-20	The Contractor will provide all BenefitsCal Data files in accordance with the approved BenefitsCal Transition-Out Plan, including metrics, data analytics, sentiment data and always survey data.
BC-10.1-21	The Contractor will work with the Consortium and the successor Contractor to define the format and layout of BenefitsCal Data files to be transferred to the successor Contractor and/or the Consortium.
BC-10.1-22	The Contractor will manage the transfer of ownership, or return of, all equipment owned by the Consortium or purchased by the Contractor on behalf of the Consortium.
BC-10.1-23	The Contractor will provide all Transition-Out media or transmissions in a secure and encrypted format.
BC-10.1-24	The Contractor will provide the Transition-Out media in a readable and acceptable industry standard format approved by the Consortium.
BC-10.1-25	The Contractor will implement knowledge transfer consistent with the BenefitsCal Transition-Out Plan, which will include providing Documentation, conducting formal training or walkthroughs/demonstrations of operational processes and procedures, Q&A sessions, and job shadowing.

SUBTASK: 10.1 TRANSITION-OUT PLANNING (26 REQUIREMENTS)	
UNIQUE ID	REQUIREMENT
BC-10.1-26	The Contractor will participate in Transition Readiness Reviews and provide information on the actions taken to prepare the successor Contractor or the Consortium to assume responsibility for BenefitsCal support including Services, functions, or other items identified in the Transition-Out Plan.

SUBTASK: 10.2 TRANSITION-OUT WORK SCHEDULE (2 REQUIREMENTS)	
UNIQUE ID	REQUIREMENT
BC-10.2-01	The Contractor will develop, deliver, maintain, and execute a BenefitsCal Transition-Out Work Schedule, in cooperation and coordination with the Consortium and other CalSAWS Contractors as applicable, in accordance with the BenefitsCal Transition-Out Plan. Deliverable: BenefitsCal Transition-Out Work Schedule
BC-10.2-02	The Contractor will maintain and update the BenefitsCal Transition-Out Work Schedule through the completion of Transition-Out in accordance with the schedule management process in the CalSAWS Enterprise PCD.

SUBTASK: 10.3 TRANSITION-OUT TRAINING AND KNOWLEDGE TRANSFER (5 REQUIREMENTS)	
UNIQUE ID	REQUIREMENT
BC-10.3-01	The Contractor will conduct knowledge transfer and training activities as identified in the Transition-Out Master Plan and the Transition-Out Work Schedule, in cooperation and coordination with the Consortium and other CalSAWS Contractors as applicable.
BC-10.3-02	The Contractor will update all Documentation and Deliverables identified in the BenefitsCal Transition-Out Documentation and Deliverables Assessment prior to beginning Transition-Out Training and Knowledge Transfer.
BC-10.3-03	The Contractor will provide training materials to be used in the walkthroughs, demonstrations, and systems training for prior written Acceptance by the Consortium.
BC-10.3-04	The Contractor will provide formal training sessions for the successor Contractor and/or Consortium staff. The training will be centralized around hands-on training, as determined by the Consortium.
BC-10.3-05	Prior to the start of Transition-Out Training, the Contractor will provide for Consortium approval with the following: 1. A schedule of planned training sessions, including length of sessions and locations. 2. Number of Contractor and/or Consortium staff to be trained per area.

SUBTASK: 10.3 TRANSITION-OUT TRAINING AND KNOWLEDGE TRANSFER (5 REQUIREMENTS)	
UNIQUE ID	REQUIREMENT
	3. Training methodology (include description of training material handouts and media format of this material).

SUBTASK: 10.4 PROJECT CLOSE OUT (3 REQUIREMENTS)	
UNIQUE ID	REQUIREMENT
BC-10.4-01	The Contractor will develop, deliver, and execute a BenefitsCal Agreement Closeout Plan, in cooperation and coordination with the Consortium and other CalSAWS Contractors as applicable. Deliverable: BenefitsCal Agreement Closeout Plan
BC-10.4-02	The Contractor will certify and provide evidence that all Agreement terms and conditions have been fulfilled, including: 1. The resolution of all documented Contractor-responsible BenefitsCal and Deliverable deficiencies associated with the present and any prior Deliverables in accordance with the Agreement terms. 2. The successful completion of all tasks and Deliverables for this milestone as specified in the Agreement Closeout Plan. 3. The successful completion of all other contractual obligations that were identified in the Agreement Closeout Plan.
BC-10.4-03	The Contractor will prepare and deliver a BenefitsCal Final Project Closeout Report. Deliverable: BenefitsCal Final Project Closeout Report

Schedule 0

Price Summary Change Log

		SFY 2025/26	SFY 2026/27	SFY 2027/28	SFY 2028/29	SFY 2029/30	SFY 2030/31	SFY 2031/32	SFY 2032/33	SFY 2033/34	SFY 2034/35	SFY 2035/36	Change Allowance	Total Change
	Original Base Term Proposal	\$7,084,040	\$10,118,199	\$10,134,962	\$10,152,863	\$10,171,982	\$10,192,400	\$2,467,201						\$60,321,646
	Original Optional Years	\$0	\$0	\$0	\$0	\$0	\$0	\$8,488,011	\$11,226,169	\$11,252,103	\$11,279,853	\$2,713,921		\$44,960,058
	Updates to Proposal (September 2025)	(\$123,284)	(\$522,589)	(\$528,569)	(\$535,149)	(\$542,379)	(\$550,315)	(\$596,524)	(\$619,221)	(\$630,704)	(\$643,281)	(\$134,435)	\$20,000,000	\$14,573,551
	Shift Contract Start to Feb 2026	(\$5,748,420)	\$1,840,107	\$0	\$0	\$0	\$0	(\$390,831)	(\$0)	\$0	\$0	\$4,299,144	\$0	(\$0)
														\$0
														\$0
														\$0
	Total Contract Value	\$1,212,336	\$11,435,717	\$9,606,392	\$9,617,714	\$9,629,603	\$9,642,085	\$9,967,857	\$10,606,949	\$10,621,399	\$10,636,572	\$6,878,631	\$20,000,000	\$119,855,254

[illegible]

\$0		\$0		\$0		\$0		\$0		\$0		\$0		(\$0)		\$0		\$0		\$0	

Attachment 5 - BenefitsCal Price Proposal Schedules
Schedule 1
BenefitsCal Price Summary by SFY

** DO NOT MODIFY THE FIELDS ON THIS TAB BESIDES THE ASSUMPTIONS TABLE **

CalSAWS BenefitsCal Overall Price Total		SFY 2025/26	SFY 2026/27	SFY 2027/28	SFY 2028/29	SFY 2029/30	SFY 2030/31	SFY 2031/32	SFY 2032/33	SFY 2033/34	SFY 2034/35	SFY 2035/36	BenefitsCal Maximum Price
	BenefitsCal Transition-In Deliverables	\$ 1,006,947	\$ 555,529										\$ 1,562,476
	BenefitsCal Base Deliverables	\$ -	\$ 3,629,566										\$ 3,629,566
	BenefitsCal Software Price	\$ 205,389	\$ 215,658	\$ 226,441	\$ 237,763	\$ 249,651	\$ 262,134						\$ 1,397,036
	BenefitsCal Services Price: Aug 2026 - Dec 2031	\$ -	\$ 7,034,963	\$ 9,379,951	\$ 9,379,951	\$ 9,379,951	\$ 9,379,951	\$ 6,253,301					\$ 50,808,070
	BenefitsCal Other Price	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -						\$ -
BenefitsCal 6-Month Transition-In + Initial 5-Year and 5-Month Contract Term Price Subtotal		\$ 1,212,336	\$ 11,435,717	\$ 9,606,392	\$ 9,617,714	\$ 9,629,603	\$ 9,642,085	\$ 6,253,301	\$ -	\$ -	\$ -	\$ -	\$ 57,397,148
BenefitsCal Initial 5-Year and 5-Month Contract Term Price Excluding Deliverables Paid During the Transition-In Period Subtotal		\$ 205,389	\$ 11,435,717	\$ 9,606,392	\$ 9,617,714	\$ 9,629,603	\$ 9,642,085	\$ 6,253,301	\$ -	\$ -	\$ -	\$ -	\$ 56,390,201
BenefitsCal Change Allowance													\$ 20,000,000
BenefitsCal Initial 5-Year and 5-Month Contract Term Price Subtotal		\$ 205,389	\$ 10,880,188	\$ 9,606,392	\$ 9,617,714	\$ 9,629,603	\$ 9,642,085	\$ 6,253,301	\$ -	\$ -	\$ -	\$ -	\$ 55,834,672
	BenefitsCal Optional Extension Year 1 Price for Services January 2032 - December 2032							\$ 3,714,556	\$ 6,878,631				\$ 10,593,187
	BenefitsCal Optional Extension Year 2 Price for Services January 2033 - December 2033								\$ 3,728,318	\$ 6,878,631			\$ 10,606,949
	BenefitsCal Optional Extension Year 3 Price for Services January 2034 - December 2034									\$ 3,742,768	\$ 6,878,631		\$ 10,621,399
	BenefitsCal Optional Extension Year 4 Price for Services January 2035 - December 2035										\$ 3,757,941	\$ 6,878,631	\$ 10,636,572
BenefitsCal Four 1-Year Optional Extensions Price Subtotal								\$ 3,714,556	\$ 10,606,949	\$ 10,621,399	\$ 10,636,572	\$ 6,878,631	\$ 42,458,107
BenefitsCal Maximum Price Including Four 1-Year Optional Extensions		\$ 1,212,336	\$ 11,435,717	\$ 9,606,392	\$ 9,617,714	\$ 9,629,603	\$ 9,642,085	\$ 9,967,857	\$ 10,606,949	\$ 10,621,399	\$ 10,636,572	\$ 6,878,631	\$ 119,855,254

ONLY UPDATE THE ASSUMPTIONS TABLE ON THIS TAB.

Assumptions	
1	The Charges as of the Execution Date are based upon the scope of the Services and the allocation of Contractor Staff to Key Tasks set forth in Exhibit C that includes "Schedule 6. Staff Loading". If there is a change to this staffing mix, or if the Services change such that new or different Contractor Staff are required as part of the Services team (e.g., a change in the underlying technology, a change to security requirements), Contractor may exercise and follow the Change Order process. If the change requires Contractor Staff with skills that are not included in the Schedule 9 CO Rate Card, the Change Order will include the rate(s) applicable to such Contractor Staff.
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Schedule 2
BenefitsCal Deliverables Price
BenefitsCal Transition-In & Base Period Deliverables: Feb 2026 - Jul 2026

				Payment Month = Invoice Month + 1 Month			
#	Deliverable Name	Deliverable Due Date (Month/Year)	Target Approval/ Invoice Date (Month/Year)	Target Payment Date (Month/Year)	SFY 2025/26 Total	SFY 2026/27 Total	Total Deliverable Price
D01	BenefitsCal Transition-In Master Plan	Feb-26	Mar-26	Apr-26	\$ 555,529		\$ 555,529
D03	BenefitsCal Transition-In Work Schedule	Feb-26	Mar-26	Apr-26	\$ 451,418		\$ 451,418
D04	BenefitsCal Transition-In Test and Validation Plan	Mar-26	Apr-26	May-26		\$ 555,529	\$ 555,529
	Total BenefitsCal Transition-In Deliverables Price				\$ 1,006,947	\$ 555,529	\$ 1,562,476
D02	BenefitsCal Services Plan and Operational Working Documents	May-26	Jun-26	Jul-26		\$ 327,949	\$ 327,949
D05	BenefitsCal Project Control Document	Apr-26	May-26	Jun-26		\$ 432,060	\$ 432,060
D06	BenefitsCal Work Schedule	Apr-26	May-26	Jun-26		\$ 312,333	\$ 312,333
D07	BenefitsCal User Centered Design Plan	May-26	Jun-26	Jul-26		\$ 416,443	\$ 416,443
D08	BenefitsCal Requirements Traceability Matrix (RTM) and Report ##	n/a	n/a	n/a	n/a		n/a
D09	BenefitsCal General Design Document (GDD) ##	n/a	n/a	n/a	n/a		n/a
D10	BenefitsCal Performance Test Materials Packet (Online/Batch) ##	n/a	n/a	n/a	n/a		n/a
D11	BenefitsCal Certification of Successful Production Release ##	n/a	n/a	n/a	n/a		n/a
D12	BenefitsCal Marketing and Public Communications Plan	May-26	Jun-26	Jul-26		\$ 598,637	\$ 598,637
D13	BenefitsCal Approach to Automation, AI and Machine Learning	Jul-26	Aug-26	Sep-26		\$ 520,554	\$ 520,554
D14	BenefitsCal Monthly Service Level Agreement Performance Report **	Sep-26	Oct-26	Nov-26		\$ 51,242	\$ 51,242
D15	BenefitsCal System Application Recovery Plan	Jun-26	Jul-26	Aug-26		\$ 260,277	\$ 260,277
D16	BenefitsCal System Security Plan	Jun-26	Jul-26	Aug-26		\$ 710,070	\$ 710,070
	Total BenefitsCal Base Deliverables Price				\$ -	\$ 3,629,566	\$ 3,629,566

Total BenefitsCal Transition-In and Base Deliverables Price Paid During the Transition-In Period			\$ 1,006,947	\$ 4,185,095	\$ 5,192,042

D17	BenefitsCal Transition-Out Master Plan			n/a		\$ 1,000,000.00
D18	BenefitsCal Transition-Out Work Schedule			n/a		\$ 1,000,000.00
D19	BenefitsCal Agreement Closeout Plan			n/a		\$ 1,000,000.00
D20	BenefitsCal Final Closeout Report			n/a		\$ 1,000,000.00
	Total BenefitsCal Transition Out Deliverables Price					\$ 4,000,000

** Fixed Priced Payment for First Approved Submission. The subsequent Monthly/Semi-Annual/Annual documents will be included in the BenefitsCal Services tasks.
There is no Fixed Price Payment for these Deliverables. These Deliverables will be prepared and delivered in the BenefitsCal Services tasks.

Assumptions	
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Schedule 3
BenefitsCal Transition-In Staff Loading: Feb 2026 - Jul 2026

ID	Key Task	Position <From Tab 8>	Hourly Rate <From Tab 8>	Offshore (Y/N) <From Tab 8>	Service Month						Total BenefitsCal Transition-In Hours 832	Total BenefitsCal Transition-In Price	Average Monthly Hours Constant 166.40	Average Monthly FTEs	Average Monthly Hours	Offshore Hours	Onshore Hours	Offshore Hours %
					1	2	3	4	5	6								
					Feb-26 152	Mar-26 176	Apr-26 176	May-26 160	Jun-26 168	Jul-26 176								
1.0	Project Management																	
1.1	Project Management	BenefitsCal Project Manager	\$ 280.00	N	150.0	150.0	150.0	150.0	150.0	150.0	900.0	\$ 252,000		0.9	150.0	-	900.0	0%
		BenefitsCal Transition-In Lead	\$ 290.00	N	150.0	150.0	150.0	150.0	150.0	150.0	900.0	\$ 261,000		0.9	150.0	-	900.0	0%
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	Project Management Subtotal				300.0	300.0	300.0	300.0	300.0	300.0	1,800.0	\$ 513,000		1.8	300.0	-	1,800.0	0%
1.2	Work Plan/Schedule Management	BenefitsCal Project Management Office (PMO) Lead	\$ 255.00	N	150.0	150.0	150.0	150.0	150.0	150.0	900.0	\$ 229,500		0.9	150.0	-	900.0	0%
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	Work Plan/Schedule Management Subtotal				150.0	150.0	150.0	150.0	150.0	150.0	900.0	\$ 229,500		0.9	150.0	-	900.0	0%
1.3	PMO Support	BenefitsCal PMO Support Sr. - On	\$ 150.00	N	149.6	149.6	149.6	149.6	149.6	149.6	897.7	\$ 134,652		0.9	149.6	-	897.7	0%
		BenefitsCal PMO Support Sr. - Off	\$ 56.00	Y	49.8	166.0	166.0	166.0	166.0	166.0	879.6	\$ 49,258		0.9	146.6	879.6	-	100%
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	PMO Support Subtotal				199.4	315.6	315.6	315.6	315.6	315.6	1,777.3	\$ 183,910		1.8	296.2	879.6	897.7	49%
	Project Management Subtotal				649.4	765.6	765.6	765.6	765.6	765.6	4,477.3	\$ 926,410		4.5	746.2	879.6	3,597.7	20%
2.0	SCRs																	
2.1	SCR Team Management	BenefitsCal Application Manager	\$ 260.00	N	127.0	127.0	127.0	127.0	127.0	127.0	762.0	\$ 198,120		0.8	127.0	-	762.0	0%
		BenefitsCal Scrum Master - Off	\$ 96.00	Y	-	83.0	166.0	166.0	166.0	166.0	746.8	\$ 71,696		0.7	124.5	746.8	-	100%
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	SCR Team Mgmt Subtotal				127.0	210.0	293.0	293.0	293.0	293.0	1,508.8	\$ 249,816		1.5	251.5	746.8	762.0	49%
2.2	SCR Prep, Requirements & Design	BenefitsCal Product Manager	\$ 260.00	N	125.0	125.0	125.0	125.0	125.0	125.0	750.0	\$ 195,000		0.8	125.0	-	750.0	0%
		BenefitsCal Business Analyst - On	\$ 116.00	N	-	149.6	149.6	149.6	149.6	149.6	748.1	\$ 86,776		0.7	124.7	-	748.1	0%
		BenefitsCal Design Researcher - On	\$ 250.00	N	-	149.0	149.0	149.0	149.0	149.0	447.0	\$ 111,750		0.4	74.5	-	447.0	0%
		BenefitsCal User Centered Design Lead	\$ 260.00	N	150.0	150.0	150.0	150.0	150.0	150.0	900.0	\$ 234,000		0.9	150.0	-	900.0	0%
		BenefitsCal UX Designer - On	\$ 231.00	N	149.6	149.6	149.6	149.6	149.6	149.6	897.7	\$ 207,344		0.9	149.6	-	897.7	0%
		BenefitsCal UX Designer Jr. - Off	\$ 111.00	Y	-	-	-	166.0	166.0	-	331.9	\$ 36,844		0.3	55.3	331.9	-	100%
	SCR Prep, Requirements & Design Subtotal				424.6	723.2	723.2	723.2	740.2	740.2	4,074.7	\$ 871,734		4.1	679.1	331.9	3,742.7	8%
2.3	SCR Build	BenefitsCal Lead Developer - On	\$ 116.00	N	149.6	149.6	149.6	149.6	149.6	149.6	897.7	\$ 104,131		0.9	149.6	-	897.7	0%
		BenefitsCal Translation Consultant - On	\$ 125.00	N	-	150.0	150.0	150.0	150.0	150.0	750.0	\$ 93,750		0.8	125.0	-	750.0	0%
		BenefitsCal Developer Sr. - Off	\$ 65.00	Y	-	-	-	83.0	166.0	166.0	414.9	\$ 26,969		0.4	69.2	414.9	-	100%
		BenefitsCal Developer Sr. - Off	\$ 65.00	Y	-	-	-	166.0	166.0	166.0	497.9	\$ 32,363		0.5	83.0	497.9	-	100%
		BenefitsCal Developer Jr. - Off	\$ 56.00	Y	-	-	-	-	83.0	166.0	248.9	\$ 13,941		0.2	41.5	248.9	-	100%
		BenefitsCal Developer Jr. - Off	\$ 56.00	Y	-	-	-	-	166.0	166.0	166.0	\$ 9,294		0.2	27.7	166.0	-	100%
	SCR Build Subtotal				149.6	299.6	299.6	548.6	714.5	963.5	2,975.4	\$ 280,447		3.0	495.9	1,327.7	1,647.7	45%
2.4	SCR Test	BenefitsCal Test Manager	\$ 170.00	N	150.0	150.0	150.0	150.0	150.0	150.0	900.0	\$ 153,000		0.9	150.0	-	900.0	0%
		BenefitsCal Test Engineer Jr. - On	\$ 80.00	N	-	-	-	-	150.9	150.9	301.8	\$ 24,147		0.3	50.3	-	301.8	0%
		BenefitsCal Automation Engineer - Off	\$ 86.00	Y	-	-	166.0	166.0	166.0	166.0	663.9	\$ 57,091		0.7	110.6	663.9	-	100%
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	SCR Test Subtotal				150.0	150.0	316.0	316.0	466.9	466.9	1,865.7	\$ 234,238		1.9	310.9	663.9	1,201.8	36%
2.5	SCR Release Management	BenefitsCal DevOps Engineer - On	\$ 135.00	N	-	74.8	149.6	149.6	149.6	149.6	673.3	\$ 90,890		0.7	112.2	-	673.3	0%
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	SCR Release Management Subtotal				-	74.8	149.6	149.6	149.6	149.6	673.3	\$ 90,890		0.7	112.2	-	673.3	0%
2.6	SCR Training/OCM	BenefitsCal Training Developer - Off	\$ 60.00	Y	-	-	-	166.0	166.0	166.0	497.9	\$ 29,873		0.5	83.0	497.9	-	100%
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	SCR Training/OCM Subtotal				-	-	-	166.0	166.0	166.0	497.9	\$ 29,873		0.5	83.0	497.9	-	100%
2.7	SIRFRA/ SCERFRA/ External Inquiries																	
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	SIRFRA/ SCERFRA/ External Inquiries Subtotal				-	-	-	-	-	-	-	\$ -		-	-	-	-	#DIV/0!
	SCR Subtotal				851.2	1,457.6	1,781.4	2,196.3	2,530.1	2,779.1	11,595.7	\$ 1,776,999		11.6	1,932.6	3,568.2	8,027.5	31%
3.0	Tier 3 Service Desk Support																	
3.1	T																	

		Position	Hourly Rate	Offshore (Y/N)	1 Feb-26	2 Mar-26	3 Apr-26	4 May-26	5 Jun-26	6 Jul-26	BenefitsCal Transition-In Hours	Total BenefitsCal
											-	\$ -
		Security Support Subtotal			300.0	150.0	-	-	149.6	149.6	749.2	\$ 104,892
		Security Subtotal			1,066.0	616.0	316.0	316.0	614.5	614.5	3,542.9	\$ 691,779
6.0		Application/Architecture Evolution										
6.1		App/Arch Team Management	BenefitsCal Application Manager	N	11.5	11.5	11.5	11.5	11.5	11.5	69.0	\$ 17,940
			BenefitsCal Product Manager	N	12.5	12.5	12.5	12.5	12.5	12.5	75.0	\$ 19,500
											-	\$ -
											-	\$ -
											-	\$ -
		App/Arch Team Management Subtotal			24.0	24.0	24.0	24.0	24.0	24.0	144.0	\$ 37,440
6.2		App/Arch Dev/Testing/Deployment	BenefitsCal Lead Innovation Consultant - On	N	100.0	100.0	100.0	100.0	100.0	100.0	600.0	\$ 132,000
			BenefitsCal Developer Sr. - Off	Y				130.0	130.0	130.0	390.0	\$ 25,350
			BenefitsCal Automation Engineer - Off	Y						40.0	40.0	\$ 3,440
			BenefitsCal UX Designer - Off	Y				80.0	80.0	80.0	240.0	\$ 33,840
											-	\$ -
		App/Arch Dev/Testing/Deployment Subtotal			100.0	100.0	100.0	310.0	310.0	350.0	1,270.0	\$ 194,630
6.3		Performance	BenefitsCal Automation Engineer - Off	Y						125.0	125.0	\$ 10,750
											-	\$ -
											-	\$ -
											-	\$ -
											-	\$ -
		Performance Subtotal			-	-	-	-	-	125.0	125.0	\$ 10,750
		Application/Architecture Evolution Subtotal			124.0	124.0	124.0	334.0	334.0	499.0	1,539.0	\$ 242,820
7.0		Innovation										
7.1		Innovation Team Management	BenefitsCal Application Manager	N	11.5	11.5	11.5	11.5	11.5	11.5	69.0	\$ 17,940
			BenefitsCal Lead Innovation Consultant - On	N	50.0	50.0	50.0	50.0	50.0	50.0	300.0	\$ 66,000
			BenefitsCal Product Manager	N	12.5	12.5	12.5	12.5	12.5	12.5	75.0	\$ 19,500
			BenefitsCal Innovation Architect - On	N	150.0	150.0	150.0	150.0	150.0	150.0	900.0	\$ 261,000
											-	\$ -
		Innovation Team Management Subtotal			224.0	224.0	224.0	224.0	224.0	224.0	1,344.0	\$ 364,440
7.2		Prepare Innovation Proposal										
											-	\$ -
											-	\$ -
											-	\$ -
											-	\$ -
		Prepare Innovation Proposal Subtotal			-	-	-	-	-	-	-	\$ -
7.3		Conduct POC/Pilot										
											-	\$ -
											-	\$ -
											-	\$ -
											-	\$ -
		Conduct POC/Pilot Subtotal			-	-	-	-	-	-	-	\$ -
7.4		Implement Innovation										
											-	\$ -
											-	\$ -
											-	\$ -
											-	\$ -
		Implement Innovation Subtotal			-	-	-	-	-	-	-	\$ -
		Innovation Subtotal			224.0	224.0	224.0	224.0	224.0	224.0	1,344.0	\$ 364,440
8.0		Production Operations										
8.1		Production Operations Management	BenefitsCal Cloud Support Lead - On	N	163.0	163.0	163.0	237.8	237.8	237.8	1,202.5	\$ 150,308
			BenefitsCal Cloud Platform FinOps - Off	Y	66.4	66.4	66.4	66.4	66.4	66.4	398.3	\$ 34,255
											-	\$ -
											-	\$ -
											-	\$ -
		Production Operations Management Subtotal			229.4	229.4	229.4	304.2	304.2	304.2	1,600.8	\$ 184,562
8.2		Daily Ops/Production Ops	BenefitsCal Lead Cloud Platform Engineer - Off	Y	-	58.1	58.1	58.1	58.1	58.1	290.4	\$ 22,654
			BenefitsCal Lead Cloud Platform Analyst - On	N	-	-	-	-	-	150.9	150.9	\$ 14,337
			BenefitsCal Lead Cloud Platform Engineer - On	N	-	-	-	-	-	124.2	124.2	\$ 15,522
											-	\$ -
											-	\$ -
		Daily Ops/Production Operations Subtotal			-	58.1	58.1	58.1	58.1	333.2	565.5	\$ 52,514
8.3		Batch & Interfaces										
											-	\$ -
											-	\$ -
											-	\$ -
											-	\$ -
		Batch & Interfaces Subtotal			-	-	-	-	-	-	-	\$ -
8.4		Performance Monitoring										
											-	\$ -
											-	\$ -
											-	\$ -
											-	\$ -
		Performance Monitoring Subtotal			-	-	-	-	-	-	-	\$ -
8.5		Technology Recovery	BenefitsCal Lead Cloud Platform Analyst - Off	Y	83.0	83.0	83.0	83.0	83.0	166.0	580.9	\$ 34,852
			BenefitsCal Lead Cloud Platform Engineer - On	N	74.8	74.8	74.8	74.8	74.8	149.6	523.6	\$ 65,456
											-	\$ -
											-	\$ -
		Technology Recovery Subtotal			157.8	157.8	157.8	157.8	157.8	315.6	1,104.5	\$ 100,308
		Production Operations Subtotal			387.2	445.3	445.3	520.1	520.1	953.0	3,270.8	\$ 337,384
		BenefitsCal Staff Loading Total			3,676.4	4,197.0	4,220.8	5,149.4	5,881.9	6,946.6	30,072.1	\$ 5,192,041

Average Hourly Rate	\$ 172.65

Assumptions	
1	The Consortium will be responsible for ensuring availability of incumbent resources for transition and knowledge transfer during the Transition-In period.
2	Accenture will collaborate with the Consortium security team to baseline pre-existing open vulnerabilities during Transition-In and mutually agree on remediation strategy.
3	Accenture will not be responsible for resolving ongoing open issues /defects, including security vulnerabilities created by the Incumbent. The Incumbent will address the issues before the end of the transition period.
4	Defects found post Transition-In period, including security vulnerabilities, resulting from the incumbent's work will be prioritized and addressed as SCRs.
5	New SLAs introduced in the RFP will be monitored and baselined during Transition-In period by the Incumbent. The Incumbent will be responsible for any remediation of the BenefitsCal application to achieve the SLAs prior to the end of the Transition-In period.
6	
7	
8	
9	

Average
Monthly Hours
Constant

Average	Average Monthlv
-	-
0.8	124.9
3.5	590.5
-	-
-	-
0.1	11.5
0.1	12.5
-	-
-	-
-	-
0.1	24.0
0.6	100.0
0.4	65.0
0.0	6.7
0.2	40.0
-	-
1.3	211.7
0.1	20.8
-	-
-	-
-	-
-	-
0.1	20.8
1.5	256.5
-	-
-	-
0.1	11.5
0.3	50.0
0.1	12.5
0.9	150.0
1.3	224.0
-	-
-	-
-	-
-	-
-	-
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-	-
-	-
-	-
-	-
-	-
-	-
-	-
-	-
-	-
-	-
-	-
-	-
-	-
1.3	224.0
-	-
-	-
1.2	200.4
0.4	66.4
-	-
-	-
-	-
1.6	266.8
0.3	48.4
0.2	25.2
0.1	20.7
-	-
-	-
0.6	94.3
-	-
-	-
-	-
-	-
-	-
-	-
-	-
-	-
-	-
-	-
0.6	96.8
0.5	87.3
-	-
-	-
-	-
1.1	184.1
3.3	545.1
30.1	5,012

[illegible]

[illegible]

Schedule 4
BenefitsCal Software Price

Software Line Items	Number of Licenses/ Units	Price Per License/Unit	Average Annual License/ Maintenance Price	Annual Increase %	SFY 2025/26	SFY 2026/27	SFY 2027/28	SFY 2028/29	SFY 2029/30	SFY 2030/31	Total Software Price
Software Maintenance/Support											
Current BenefitsCal Software Inventory											
Amplitude	1	\$ 40,000.00	\$ 40,000	5.00%	\$ 40,000	\$ 42,000	\$ 44,100	\$ 46,305	\$ 48,620	\$ 51,051	\$ 272,077
FIGMA	1	\$ 600.00	\$ 600	5.00%	\$ 600	\$ 630	\$ 662	\$ 695	\$ 729	\$ 766	\$ 4,081
LOOP 11	1	\$ 7,106.66	\$ 7,107	5.00%	\$ 7,107	\$ 7,462	\$ 7,835	\$ 8,227	\$ 8,638	\$ 9,070	\$ 48,339
MEDALLIA	1	\$ 33,075.00	\$ 33,075	5.00%	\$ 33,075	\$ 34,729	\$ 36,465	\$ 38,288	\$ 40,203	\$ 42,213	\$ 224,973
Trend Micro Cloud One	1	\$ 3,223.69	\$ 3,224	5.00%	\$ 3,224	\$ 3,385	\$ 3,554	\$ 3,732	\$ 3,918	\$ 4,114	\$ 21,927
X-Ray	300	\$ 45.87	\$ 13,761	5.00%	\$ 13,761	\$ 14,449	\$ 15,172	\$ 15,930	\$ 16,727	\$ 17,563	\$ 93,601
LambdaTest	25	\$ 3,060.27	\$ 76,507	5.00%	\$ 76,507	\$ 80,332	\$ 84,349	\$ 88,566	\$ 92,994	\$ 97,644	\$ 520,392
< New Software Item 1 > ##		\$ -	\$ -	5.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
< New Software Item 2 >		\$ -	\$ -	5.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
< New Software Item 3 >		\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Current BenefitsCal Software Maintenance Subtotal	330		\$ 174,273		\$ 174,273	\$ 182,987	\$ 192,136	\$ 201,743	\$ 211,830	\$ 222,421	\$ 1,185,390
Other Software Maintenance											
Axure RP-Team (UX Testing)	3	\$ 1,781			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Brandwatch (Social Listening)	1	\$ 22,871.24	\$ 22,871	5%	\$ 22,871	\$ 24,015	\$ 25,216	\$ 26,476	\$ 27,800	\$ 29,190	\$ 155,568
WEVO	4	\$ 2,061.11	\$ 8,244	5%	\$ 8,244	\$ 8,657	\$ 9,089	\$ 9,544	\$ 10,021	\$ 10,522	\$ 56,078
Other Software Maintenance Subtotal	8		\$ 31,116		\$ 31,116	\$ 32,671	\$ 34,305	\$ 36,020	\$ 37,821	\$ 39,712	\$ 211,646
Software Maintenance/Support Subtotal	338		\$ 205,389		\$ 205,389	\$ 215,658	\$ 226,441	\$ 237,763	\$ 249,651	\$ 262,134	\$ 1,397,036
Total Infrastructure Software and Software Maintenance Price			\$ 205,389		\$ 205,389	\$ 215,658	\$ 226,441	\$ 237,763	\$ 249,651	\$ 262,134	\$ 1,397,036

Bidders should note the following software is included in the BenefitsCal BOM, but is not listed in this "Current BenefitsCal Software Inventory" - Atlassian Bitbucket, Fortify, Jira, and Precisely.

Assumptions	
1	Accenture recommends the use of 3 licenses of Axure RP-Team in place of 1 license of Loop 11 at a lower total cost. We have presented the cost per license for Axure for the Consortium's consideration but not included the total cost since the Consortium will need to approve the use of this tool.
2	WEVO is an online usability tool that constructs panels of users to provide feedback on online applications. This tool is not a replacement for the usability testing done with stakeholders in the UCD process - but can provide useful rapid insights on potential functionality. We assume 4 rounds of WEVO tests each year over and above the usability testing done through the UCD process with stakeholders engaged through the UCD process. The Consortium will be part of the process of deciding where nad when to use this tool.
3	Jira/BitBucket license not included as Accenture assumes usage of existing CalSAWS Jira/BitBucket instances. Incumbent will be responsible for migration of Incumbent's Jira/BitBucket data into the CalSAWS instance by the end of the Transition-In period.

Schedule 5
BenefitsCal Services Price: Aug 2026 - Dec 2031
Payments: Oct 2026 - Feb 2032
** DO NOT MODIFY ANY OF THE FIELDS ON THIS TAB **

#	Key Tasks	Monthly Hours	Average Hourly Rate	Monthly Price	Annual Hours	Annual Price	SFY 2025/26 Total	SFY 2026/27 Total	SFY 2027/28 Total	SFY 2028/29 Total	SFY 2029/30 Total	SFY 2030/31 Total	SFY 2031/32 Total	Total BenefitsCal Price
1.0	Project Management/PMO													
1.1	Project Management	150.0	\$ 280.00	\$ 42,000	1,800.00	\$ 504,000	\$ -	\$ 378,000	\$ 504,000	\$ 504,000	\$ 504,000	\$ 504,000	\$ 336,000	\$ 2,730,000
1.2	Work Plan/Schedule Management	150.0	\$ 255.00	\$ 38,250	1,800.00	\$ 459,000	\$ -	\$ 344,250	\$ 459,000	\$ 459,000	\$ 459,000	\$ 459,000	\$ 306,000	\$ 2,486,250
1.3	PMO Support	174.9	\$ 56.00	\$ 9,797	2,099.28	\$ 117,560	\$ -	\$ 88,170	\$ 117,560	\$ 117,560	\$ 117,560	\$ 117,560	\$ 78,373	\$ 636,782
	Project Management/PMO Subtotal	474.9	\$ 189.60	\$ 90,047	5,699.28	\$ 1,080,560	\$ -	\$ 810,420	\$ 1,080,560	\$ 1,080,560	\$ 1,080,560	\$ 1,080,560	\$ 720,373	\$ 5,853,032
2.0	SCRs													
2.1	SCR Team Management	263.9	\$ 158.40	\$ 41,798	3,166.49	\$ 501,572	\$ -	\$ 376,179	\$ 501,572	\$ 501,572	\$ 501,572	\$ 501,572	\$ 334,382	\$ 2,716,850
2.2	SCR Prep, Requirements & Design	655.9	\$ 171.16	\$ 112,263	7,870.87	\$ 1,347,153	\$ -	\$ 1,010,365	\$ 1,347,153	\$ 1,347,153	\$ 1,347,153	\$ 1,347,153	\$ 898,102	\$ 7,297,077
2.3	SCR Build	803.3	\$ 80.17	\$ 64,405	9,639.97	\$ 772,860	\$ -	\$ 579,645	\$ 772,860	\$ 772,860	\$ 772,860	\$ 772,860	\$ 515,240	\$ 4,186,323
2.4	SCR Test	401.8	\$ 102.23	\$ 41,078	4,821.78	\$ 492,930	\$ -	\$ 369,698	\$ 492,930	\$ 492,930	\$ 492,930	\$ 492,930	\$ 328,620	\$ 2,670,038
2.5	SCR Release Management	179.1	\$ 111.05	\$ 19,892	2,149.52	\$ 238,706	\$ -	\$ 179,029	\$ 238,706	\$ 238,706	\$ 238,706	\$ 238,706	\$ 159,137	\$ 1,292,990
2.6	SCR Training/OCM	165.7	\$ 60.00	\$ 9,942	1,988.33	\$ 119,300	\$ -	\$ 89,475	\$ 119,300	\$ 119,300	\$ 119,300	\$ 119,300	\$ 79,533	\$ 646,209
2.7	SIRFRA/ SCERFRA/ External Inquiries	30.3	\$ 116.00	\$ 3,509	363.02	\$ 42,110	\$ -	\$ 31,583	\$ 42,110	\$ 42,110	\$ 42,110	\$ 42,110	\$ 28,073	\$ 228,096
	SCRs Subtotal	2,500.0	\$ 117.15	\$ 292,886	29,999.99	\$ 3,514,631	\$ -	\$ 2,635,973	\$ 3,514,631	\$ 3,514,631	\$ 3,514,631	\$ 3,514,631	\$ 2,343,087	\$ 19,037,584
3.0	Level 3 Service Desk Support													
3.1	Level 3 Service Desk Support	478.4	\$ 96.67	\$ 46,243	5,740.28	\$ 554,920	\$ -	\$ 416,190	\$ 554,920	\$ 554,920	\$ 554,920	\$ 554,920	\$ 369,947	\$ 3,005,818
	Level 3 Service Desk Subtotal	478.4	\$ 96.67	\$ 46,243	5,740.28	\$ 554,920	\$ -	\$ 416,190	\$ 554,920	\$ 554,920	\$ 554,920	\$ 554,920	\$ 369,947	\$ 3,005,818
4.0	Customer Outreach and Marketing													
4.1	Customer Outreach and Marketing	472.0	\$ 191.23	\$ 90,264	5,664.22	\$ 1,083,164	\$ -	\$ 812,373	\$ 1,083,164	\$ 1,083,164	\$ 1,083,164	\$ 1,083,164	\$ 722,109	\$ 5,867,139
	Customer Outreach and Marketing Subtotal	472.0	\$ 191.23	\$ 90,264	5,664.22	\$ 1,083,164	\$ -	\$ 812,373	\$ 1,083,164	\$ 1,083,164	\$ 1,083,164	\$ 1,083,164	\$ 722,109	\$ 5,867,139
5.0	Security													
5.1	Security Team Management	150.0	\$ 260.00	\$ 39,000	1,800.00	\$ 468,000.00	\$ -	\$ 351,000	\$ 468,000	\$ 468,000	\$ 468,000	\$ 468,000	\$ 312,000	\$ 2,535,000
5.2	Application Security	166.0	\$ 91.00	\$ 15,103	1,991.56	\$ 181,231.51	\$ -	\$ 135,924	\$ 181,232	\$ 181,232	\$ 181,232	\$ 181,232	\$ 120,821	\$ 981,671
5.3	Security Monitoring	80.0	\$ 140.00	\$ 11,203	960.29	\$ 134,441.10	\$ -	\$ 100,831	\$ 134,441	\$ 134,441	\$ 134,441	\$ 134,441	\$ 89,627	\$ 728,223
5.4	Security Support	150.7	\$ 140.00	\$ 21,101	1,808.62	\$ 253,206.88	\$ -	\$ 189,905	\$ 253,207	\$ 253,207	\$ 253,207	\$ 253,207	\$ 168,805	\$ 1,371,537
	Security Subtotal	546.7	\$ 158.05	\$ 86,407	6,560.47	\$ 1,036,879	\$ -	\$ 777,660	\$ 1,036,879	\$ 1,036,879	\$ 1,036,879	\$ 1,036,879	\$ 691,253	\$ 5,616,430
6.0	Application/Architecture Evolution													
6.1	App/Arch Team Management	64.6	\$ 260.00	\$ 16,805	775.62	\$ 201,660.35	\$ -	\$ 151,245	\$ 201,660	\$ 201,660	\$ 201,660	\$ 201,660	\$ 134,440	\$ 1,092,327
6.2	App/Arch Dev/Testing/Deployment	280.4	\$ 125.44	\$ 35,170	3,364.34	\$ 422,034.04	\$ -	\$ 316,526	\$ 422,034	\$ 422,034	\$ 422,034	\$ 422,034	\$ 281,356	\$ 2,286,018
6.3	Performance	42.6	\$ 140.00	\$ 5,964	511.20	\$ 71,568.00	\$ -	\$ 53,676	\$ 71,568	\$ 71,568	\$ 71,568	\$ 71,568	\$ 47,712	\$ 387,660
	Application/Architecture Evolution Subtotal	387.6	\$ 149.48	\$ 57,939	4,651.15	\$ 695,262	\$ -	\$ 521,447	\$ 695,262	\$ 695,262	\$ 695,262	\$ 695,262	\$ 463,508	\$ 3,766,005
7.0	Innovation													
7.1	Innovation Team Management	24.8	\$ 260.00	\$ 6,448	297.59	\$ 77,374.53	\$ -	\$ 58,031	\$ 77,375	\$ 77,375	\$ 77,375	\$ 77,375	\$ 51,583	\$ 419,112
7.2	Prepare/Recommend Innovation Proposal	-	#DIV/0!	\$ -	-	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7.3	Conduct POC/Pilot	208.3	\$ -	\$ -	2,500.07	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
7.4	Implement Innovation	120.0	\$ 104.33	\$ 12,520	1,439.99	\$ 150,239.24	\$ -	\$ 112,679	\$ 150,239	\$ 150,239	\$ 150,239	\$ 150,239	\$ 100,159	\$ 813,796
	Innovation Subtotal	353.1	\$ 53.71	\$ 18,968	4,237.65	\$ 227,614	\$ -	\$ 170,710	\$ 227,614	\$ 227,614	\$ 227,614	\$ 227,614	\$ 151,743	\$ 1,232,908
8.0	Production Operations													
8.1	Production Operations Management	316.9	\$ 100.38	\$ 31,811	3,802.67	\$ 381,731.03	\$ -	\$ 286,298	\$ 381,731	\$ 381,731	\$ 381,731	\$ 381,731	\$ 254,487	\$ 2,067,710
8.2	Daily Ops/Production Operations	288.2	\$ 89.82	\$ 25,882	3,458.01	\$ 310,587.42	\$ -	\$ 232,941	\$ 310,587	\$ 310,587	\$ 310,587	\$ 310,587	\$ 207,058	\$ 1,682,349
8.3	Batch & Interfaces	75.5	\$ 125.00	\$ 9,433	905.56	\$ 113,194.87	\$ -	\$ 84,896	\$ 113,195	\$ 113,195	\$ 113,195	\$ 113,195	\$ 75,463	\$ 613,139
8.4	Performance Management	75.5	\$ 125.00	\$ 9,433	905.56	\$ 113,194.87	\$ -	\$ 84,896	\$ 113,195	\$ 113,195	\$ 113,195	\$ 113,195	\$ 75,463	\$ 613,139
8.5	Technology Recovery	209.0	\$ 106.94	\$ 22,351	2,508.16	\$ 268,212.40	\$ -	\$ 201,159	\$ 268,212	\$ 268,212	\$ 268,212	\$ 268,212	\$ 178,808	\$ 1,452,817
	Production Operations Subtotal	965.0	\$ 102.50	\$ 98,910	11,579.97	\$ 1,186,921	\$ -	\$ 890,190	\$ 1,186,921	\$ 1,186,921	\$ 1,186,921	\$ 1,186,921	\$ 791,280	\$ 6,429,153
	Total BenefitsCal Services Price	6,177.8	\$ 126.53	\$ 781,663	74,133.0	\$ 9,379,951	\$ -	\$ 7,034,963	\$ 9,379,951	\$ 9,379,951	\$ 9,379,951	\$ 9,379,951	\$ 6,253,301	\$ 50,808,070

	Assumptions
1	
2	
3	
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5	

Schedule 6
BenefitsCal Average Annual Staff Loading: Aug 2026 - Dec 2031

					Service Year							
ID	Key Task	Position <From Tab 8>	Hourly Rate <From Tab 8>	Offshore (Y/N) <From Tab 8>	Base Year 1	Base Year 2	Base Year 3	Base Year 4	Base Year 5	Base Year 6	BenefitsCal Total: Hours 10.808	BenefitsCal Total: Price
					Aug 2026 - Jul 2027	Aug 2027 - Jul 2028	Aug 2028 - Jul 2029	Aug 2029 - Jul 2030	Aug 2030 - Jul 2031	Aug 2031 - Dec 2031		
					1984.0	1992.0	2000.0	2000.0	2000.0	832.0		
1.0	Project Management				-	-	-	-	-	-		
1.1	Project Management	BenefitsCal Project Manager	\$ 280.00	N	1,800.0	1,800.0	1,800.0	1,800.0	1,800.0	750.0	9,750.0	\$ 2,730,000
					-	-	-	-	-	-	-	\$ -
					-	-	-	-	-	-	-	\$ -
					-	-	-	-	-	-	-	\$ -
					-	-	-	-	-	-	-	\$ -
	Project Management Subtotal				1,800.0	1,800.0	1,800.0	1,800.0	1,800.0	750.0	9,750.0	\$ 2,730,000
1.2	Work Plan/Schedule Management	BenefitsCal Project Management Office (PMO) Lead	\$ 255.00	N	1,800.0	1,800.0	1,800.0	1,800.0	1,800.0	750.0	9,750.0	\$ 2,486,250
					-	-	-	-	-	-	-	\$ -
					-	-	-	-	-	-	-	\$ -
					-	-	-	-	-	-	-	\$ -
					-	-	-	-	-	-	-	\$ -
	Work Plan/Schedule Management Subtotal				1,800.0	1,800.0	1,800.0	1,800.0	1,800.0	750.0	9,750.0	\$ 2,486,250
1.3	PMO Support	BenefitsCal PMO Support Sr. - Off	\$ 56.00	Y	2,142.9	2,128.5	2,078.0	2,078.0	2,078.0	865.8	11,371.1	\$ 636,782
					-	-	-	-	-	-	-	\$ -
					-	-	-	-	-	-	-	\$ -
					-	-	-	-	-	-	-	\$ -
					-	-	-	-	-	-	-	\$ -
	PMO Support Subtotal				2,142.9	2,128.5	2,078.0	2,078.0	2,078.0	865.8	11,371.1	\$ 636,782
	Project Management Subtotal				5,742.9	5,728.5	5,678.0	5,678.0	5,678.0	2,365.8	30,871.1	\$ 5,853,032
2.0	SCRs											
2.1	SCR Team Management	BenefitsCal Application Manager	\$ 260.00	N	1,204.8	1,204.8	1,204.8	1,204.8	1,204.8	502.0	6,526.1	\$ 1,696,776
		BenefitsCal Scrum Master - Off	\$ 96.00	Y	1,961.7	1,961.7	1,961.7	1,961.7	1,961.7	817.4	10,625.8	\$ 1,020,074
					-	-	-	-	-	-	-	\$ -
					-	-	-	-	-	-	-	\$ -
	SCR Team Management Subtotal				3,166.5	3,166.5	3,166.5	3,166.5	3,166.5	1,319.4	17,151.8	\$ 2,716,850
2.2	SCR Prep, Requirements & Design	BenefitsCal Product Manager	\$ 260.00	N	848.5	848.5	844.3	840.1	840.1	350.0	4,571.4	\$ 1,188,570
		BenefitsCal Business Analyst - On	\$ 116.00	N	1,795.4	1,795.4	1,795.4	1,795.4	1,795.4	748.1	9,724.9	\$ 1,128,085
		BenefitsCal User Centered Design Lead	\$ 260.00	N	1,800.0	1,800.0	1,800.0	1,800.0	1,800.0	750.0	9,750.0	\$ 2,535,000
		BenefitsCal UX Designer Jr. - On	\$ 160.00	N	1,440.0	1,440.0	1,440.0	1,440.0	1,440.0	600.0	7,800.0	\$ 1,248,000
		BenefitsCal UX Designer Jr. - Off	\$ 111.00	Y	1,991.6	1,991.6	1,991.6	1,991.6	1,991.6	829.8	10,787.6	\$ 1,197,422
	SCR Prep, Requirements & Design Subtotal				7,875.4	7,875.4	7,871.2	7,867.0	7,867.0	3,277.9	42,633.9	\$ 7,297,077
2.3	SCR Build	BenefitsCal Lead Developer - On	\$ 116.00	N	1,436.3	1,436.3	1,450.9	1,455.6	1,455.6	610.7	7,865.4	\$ 912,385
		BenefitsCal Translation Consultant - On	\$ 125.00	N	1,800.0	1,800.0	1,800.0	1,800.0	1,800.0	750.0	9,750.0	\$ 1,218,500
		BenefitsCal Developer Sr. - Off	\$ 65.00	Y	2,413.8	2,413.8	2,411.0	2,408.2	2,408.2	1,003.4	13,058.4	\$ 948,793
		BenefitsCal Developer Jr. - Off	\$ 56.00	Y	3,983.1	3,983.1	3,977.6	3,972.0	3,972.0	1,655.0	21,542.8	\$ 1,206,395
	SCR Build Subtotal				9,633.2	9,633.2	9,639.5	9,645.8	9,645.8	4,019.1	52,216.5	\$ 4,186,323
2.4	SCR Test	BenefitsCal Test Manager	\$ 170.00	N	1,058.4	1,058.4	1,058.4	1,058.4	1,058.4	441.0	5,733.0	\$ 974,610
		BenefitsCal Test Engineer Jr. - On	\$ 80.00	N	1,774.8	1,774.8	1,774.8	1,774.8	1,774.8	739.5	9,613.6	\$ 769,086
		BenefitsCal Automation Engineer - Off	\$ 86.00	Y	1,991.6	1,991.6	1,988.8	1,986.0	1,986.0	827.5	10,771.4	\$ 926,339
					-	-	-	-	-	-	-	\$ -
					-	-	-	-	-	-	-	\$ -
	SCR Test Subtotal				4,824.8	4,824.8	4,822.0	4,819.2	4,819.2	2,008.0	26,116.0	\$ 2,670,038
2.5	SCR Release Management	BenefitsCal Test Engineer Jr. - On	\$ 80.00	N	1,407.9	1,407.9	1,407.9	1,407.9	1,407.9	586.6	7,626.3	\$ 610,100
		BenefitsCal Test Manager	\$ 170.00	N	741.6	741.6	741.6	741.6	741.6	309.0	4,017.0	\$ 682,890
					-	-	-	-	-	-	-	\$ -
					-	-	-	-	-	-	-	\$ -
					-	-	-	-	-	-	-	\$ -
	SCR Release Management Subtotal				2,149.5	2,149.5	2,149.5	2,149.5	2,149.5	895.4	11,643.3	\$ 1,292,990
2.6	SCR Training/OCM	BenefitsCal Training Developer - Off	\$ 60.00	Y	1,991.6	1,991.6	1,988.6	1,985.6	1,985.6	827.3	10,770.1	\$ 646,209
					-	-	-	-	-	-	-	\$ -
					-	-	-	-	-	-	-	\$ -
					-	-	-	-	-	-	-	\$ -
					-	-	-	-	-	-	-	\$ -
	SCR Training/OCM Subtotal				1,991.6	1,991.6	1,988.6	1,985.6	1,985.6	827.3	10,770.1	\$ 646,209
2.7	SIRFRA/ SCERFRA/ External Inquiries	BenefitsCal Lead Developer - On	\$ 116.00	N	359.1	359.1	362.7	366.4	366.4	152.7	1,966.3	\$ 228,096
					-	-	-	-	-	-	-	\$ -
					-	-	-	-	-	-	-	\$ -
					-	-	-	-	-	-	-	\$ -
					-	-	-	-	-	-	-	\$ -
	SIRFRA/ SCERFRA/ External Inquiries Subtotal				359.1	359.1	362.7	366.4	366.4	152.7	1,966.3	\$ 228,096
	SCR Subtotal				30,000.0	30,000.0	30,000.0	30,000.0	30,000.0	12,500.0	162,500.0	\$ 19,037,584
3.0	Tier 3 Service Desk Support				-	-	-	-	-	-		
3.1	Tier 3 Service Desk Support	BenefitsCal Support Engineer Sr. - On	\$ 100.00	N	1,855.1	1,903.1	1,941.9	1,941.9	1,941.9	809.1	10,393.1	\$ 1,039,312
		BenefitsCal Support Engineer Jr. - On	\$ 90.00	N	1,871.3	1,919.7	1,919.7	1,919.7	1,919.7	799.9	10,350.0	\$ 931,503
		BenefitsCal Production Support Analyst - On	\$ 100.00	N	1,871.3	1,919.7	1,919.7	1,919.7	1,919.7	799.9	10,350.0	\$ 1,035,003
					-	-	-	-	-	-	-	\$ -
					-	-	-	-	-	-	-	\$ -
	Tier 3 Service Desk Support Subtotal				5,597.8	5,742.5	5,781.3	5,781.3	5,781.3	2,408.9	31,093.2	\$ 3,005,818
	Tier 3 Service Desk Support Subtotal				5,597.8	5,742.5	5,781.3	5,781.3	5,781.3	2,408.9	31,093.2	\$ 3,005,818
4.0	Customer Outreach and Marketing				-	-	-	-	-	-		
4.1	Customer Outreach and Marketing	BenefitsCal Public Communications Lead	\$ 260.00	N	1,800.0	1,800.0	1,800.0	1,800.0	1,800.0	750.0	9,750.0	\$ 2,535,000
		BenefitsCal Business Analyst - On	\$ 116.00	N	1,439.3	1,439.3	1,439.3	1,439.3	1,439.3	599.7	7,796.1	\$ 904,348
		BenefitsCal UX Designer - Off	\$ 141.00	Y	960.2	960.2	960.2	960.2	960.2	400.1	5,201.1	\$ 733,354
		BenefitsCal Copywriter / Editor - On	\$ 180.00	N	719.8	719.8	719.8	719.8	719.8	299.9	3,898.9	\$ 701,807
		BenefitsCal PR Team (Paid Social and Media) - On	\$ 246.00	N	855.1	720.0	720.0	720.0	720.0	300.0	4,035.1	\$ 992,630
	Customer Outreach and Marketing Subtotal				5,774.4	5,639.3	5,639.3	5,639.3	5,639.3	2,349.7	30,681.2	\$ 5,867,139
	Customer Outreach and Marketing Subtotal				5,774.4	5,639.3	5,639.3	5,639.3	5,639.3	2,349.7	30,681.2	\$ 5,867,139
5.0	Security				-	-	-	-	-	-		
5.1	Security Team Management	BenefitsCal Security Manager	\$ 260.00	N	1,800.0	1,800.0	1,800.0	1,800.0	1,800.0	750.0	9,750.0	\$ 2,535,000
					-	-	-	-	-	-	-	\$ -
					-	-	-	-	-	-	-	\$ -
					-	-	-	-	-	-	-	\$ -
	Security Team Management Subtotal				1,800.0	1,800.0	1,800.0	1,800.0	1,800.0	750.0	9,750.0	\$ 2,535,000
5.2	Application Security	BenefitsCal Applications Security Engineer Sr. - Off	\$ 91.00	Y	1,991.6	1,991.6	1,991.6	1,991.6	1,991.6	829.8	10,787.6	\$ 981,671
					-	-	-	-	-	-	-	\$ -
					-	-	-	-	-	-	-	\$ -
					-	-	-	-	-	-	-	\$ -
	Application Security Subtotal				1,991.6	1,991.6	1,991.6	1,991.6	1,991.6	829.8	10,787.6	\$ 981,671
5.3	Security Monitoring	BenefitsCal Security Support Engineer - On	\$ 140.00	N	1,065.6	940.9	935.2	935.2	935.2	389.7	5,201.6	\$ 728,223
					-	-	-	-	-	-	-	\$ -
					-	-	-	-	-	-	-	\$ -
					-	-	-	-	-	-	-	\$ -
	Security Monitoring Subtotal				1,065.6	940.9	935.2	935.2	935.2	389.7	5,201.6	\$ 728,223
5.4	Security Support	BenefitsCal security support engineer - On	\$ 140.00	N	1,802.1	1,796.6	1,814.0	1,814.0	1,814.0	755.9	9,796.7	\$ 1,371,537
					-	-	-	-	-	-	-	\$ -
					-	-	-	-	-	-	-	\$ -
					-	-	-	-	-	-	-	\$ -

Average Monthly Hours Constant	166.28

Average Monthly FTEs	Average Monthly Hours
0.9	150.0
-	-
-	-
-	-
0.9	150.0
-	-
-	-
-	-
0.9	150.0
-	-
1.1	174.9
-	-
-	-
-	-
1.1	174.9
2.9	474.9
-	-
0.6	100.4
1.0	163.5
-	-
-	-
1.6	263.9
0.4	70.3
0.9	149.6
0.9	150.0
0.7	120.0
1.0	166.0
3.9	655.9
0.7	121.0
0.9	150.0
1.2	200.9
2.0	331.4
4.8	803.3
0.5	88.2
0.9	147.9
1.0	165.7
-	-
-	-
2.4	401.8
0.7	117.3
0.4	61.8
-	-
-	-
1.1	179.1
1.0	165.7
-	-
-	-
-	-
1.0	165.7
0.2	30.3
-	-
-	-
0.2	30.3
15.0	2,500.0
-	-
1.0	159.9
1.0	159.2
1.0	159.2
-	-
2.9	478.4
2.9	478.4
-	-
0.9	150.0
0.7	119.9
0.5	80.0
0.4	60.0
0.4	62.1
2.8	472.0
2.8	472.0
-	-
0.9	150.0
-	-
-	-
0.9	150.0
1.0	166.0
-	-
-	-
1.0	166.0
0.5	80.0
-	-
-	-
0.5	80.0
0.9	150.7
-	-

Offshore Hours	Onshore Hours	Offshore %
-	9,750.0	0%
-	-	#DIV/0!
-	-	#DIV/0!
-	-	#DIV/0!
-	-	#DIV/0!
-	9,750.0	0%
-	9,750.0	0%
-	-	#DIV/0!
-	-	#DIV/0!
-	-	#DIV/0!
-	-	#DIV/0!
-	9,750.0	0%
11,371.1	-	100%
-	-	#DIV/0!
-	-	#DIV/0!
-	-	#DIV/0!
11,371.1	-	100%
11,371.1	19,500.0	37%
-	6,526.1	0%
10,625.8	-	100%
-	-	#DIV/0!
-	-	#DIV/0!
10,625.8	6,526.1	42%
-	4,571.4	0%
-	9,724.9	0%
-	9,750.0	0%
-	7,800.0	0%
10,787.6	-	100%
10,787.6	31,846.3	25%
-	7,865.4	0%
-	9,750.0	0%
13,058.4	-	100%
21,542.8	-	100%
34,601.1	17,615.4	44%
-	5,733.0	0%
-	9,613.6	0%
10,771.4	-	100%
-	-	#DIV/0!
10,771.4	15,346.6	41%
-	7,626.3	0%
-	4,017.0	0%
-	-	#DIV/0!
-	-	#DIV/0!
-	11,643.3	0%
10,770.1	-	100%
-	-	#DIV/0!
-	-	#DIV/0!
-	-	#DIV/0!
10,770.1	-	100%
-	1,966.3	0%
-	-	#DIV/0!
-	-	#DIV/0!
-	-	#DIV/0!
-	-	#DIV/0!
-	1,966.3	0%
77,556.0	84,943.9	48%
-	10,393.1	0%
-	10,350.0	0%
-	10,350.0	0%
-	-	#DIV/0!
-	-	#DIV/0!
-	31,093.2	0%
-	31,093.2	0%
-	-	-
-	9,750.0	0%
-	7,796.1	0%
5,201.1	-	100%
-	3,898.9	0%
-	4,035.1	0%
5,201.1	25,480.1	17%
5,201.1	25,480.1	17%
-	9,750.0	0%
-	-	#DIV/0!
-	-	#DIV/0!
-	-	#DIV/0!
-	9,750.0	0%
10,787.6	-	100%
-	-	#DIV/0!
-	-	#DIV/0!
10,787.6	-	100%
-	5,201.6	0%
-	-	#DIV/0!
-	-	#DIV/0!
-	-	#DIV/0!
-	5,201.6	0%
-	9,796.7	0%
-	-	#DIV/0!
-	-	#DIV/0!

ID	Key Task	Position <From Tab 8>	Hourly Rate <From Tab 8>	Offshore (Y/N) <From Tab 8>	Base Year 1 Aug 2026 - Jul 2027	Base Year 2 Aug 2027 - Jul 2028	Base Year 3 Aug 2028 - Jul 2029	Base Year 4 Aug 2029 - Jul 2030	Base Year 5 Aug 2030 - Jul 2031	Base Year 6 Aug 2031 - Dec 2031	BenefitsCal Total: Hours	BenefitsCal Total: Price
					-	-	-	-	-	-	-	-
					-	-	-	-	-	-	-	-
	Security Support Subtotal				1,802.1	1,796.6	1,814.0	1,814.0	1,814.0	755.9	9,796.7	\$ 1,371,537
					-	-	-	-	-	-	-	-
	Security Subtotal				6,659.2	6,529.0	6,540.8	6,540.8	6,540.8	2,725.3	35,535.9	\$ 5,616,430
					-	-	-	-	-	-	-	-
6.0	Application/Architecture Evolution				-	-	-	-	-	-	-	-
6.1	App/Arch Team Management	BenefitsCal Application Manager	\$ 260.00	N	297.6	297.6	297.6	297.6	297.6	124.0	1,612.0	\$ 419,112
		BenefitsCal Product Manager	\$ 260.00	N	475.8	475.8	477.9	480.0	480.0	200.0	2,589.3	\$ 673,215
					-	-	-	-	-	-	-	-
					-	-	-	-	-	-	-	-
					-	-	-	-	-	-	-	-
	App/Arch Team Management Subtotal				773.3	773.3	775.5	777.6	777.6	324.0	4,201.3	\$ 1,092,327
6.2	App/Arch Dev/Testing/Deployment	BenefitsCal Lead Innovation Consultant - On	\$ 220.00	N	846.6	846.6	844.5	842.4	842.4	351.0	4,573.5	\$ 1,006,170
		BenefitsCal Developer Sr. - Off	\$ 65.00	Y	1,560.0	1,560.0	1,560.0	1,560.0	1,560.0	650.0	8,450.0	\$ 549,251
		BenefitsCal Automation Engineer - On	\$ 140.00	N	480.0	480.0	480.0	480.0	480.0	200.0	2,600.0	\$ 364,001
		BenefitsCal UX Designer - Off	\$ 141.00	Y	480.0	480.0	480.0	480.0	480.0	200.0	2,600.0	\$ 366,596
					-	-	-	-	-	-	-	-
	App/Arch Dev/Testing/Deployment Subtotal				3,366.6	3,366.6	3,364.5	3,362.4	3,362.4	1,401.0	18,223.5	\$ 2,286,018
6.3	Performance	BenefitsCal Automation Engineer - On	\$ 140.00	N	540.0	384.0	540.0	540.0	540.0	225.0	2,769.0	\$ 387,660
					-	-	-	-	-	-	-	-
					-	-	-	-	-	-	-	-
					-	-	-	-	-	-	-	-
					-	-	-	-	-	-	-	-
					-	-	-	-	-	-	-	-
	Performance Subtotal				540.0	384.0	540.0	540.0	540.0	225.0	2,769.0	\$ 387,660
					-	-	-	-	-	-	-	-
	Application/Architecture Evolution Subtotal				4,679.9	4,523.9	4,680.0	4,680.0	4,680.0	1,950.0	25,193.8	\$ 3,766,005
					-	-	-	-	-	-	-	-
7.0	Innovation				-	-	-	-	-	-	-	-
7.1	Innovation Team Management	BenefitsCal Application Manager	\$ 260.00	N	297.6	297.6	297.6	297.6	297.6	124.0	1,612.0	\$ 419,112
					-	-	-	-	-	-	-	-
					-	-	-	-	-	-	-	-
					-	-	-	-	-	-	-	-
					-	-	-	-	-	-	-	-
	Innovation Team Management Subtotal				297.6	297.6	297.6	297.6	297.6	124.0	1,612.0	\$ 419,112
7.2	Prepare Innovation Proposal				-	-	-	-	-	-	-	-
					-	-	-	-	-	-	-	-
					-	-	-	-	-	-	-	-
					-	-	-	-	-	-	-	-
					-	-	-	-	-	-	-	-
	Prepare Innovation Proposal Subtotal				-	-	-	-	-	-	-	-
7.3	Conduct POC/Pilot	BenefitsCal Innovation POC Analyst Sr. - On	\$ -	N	520.0	520.0	520.0	520.0	520.0	217.0	2,817.0	\$ -
		BenefitsCal Innovation POC Analyst Sr. - Off	\$ -	Y	1,980.0	1,980.0	1,980.0	1,980.0	1,980.0	825.0	10,725.0	\$ -
					-	-	-	-	-	-	-	-
					-	-	-	-	-	-	-	-
					-	-	-	-	-	-	-	-
	Conduct POC/Pilot Subtotal				2,500.0	2,500.0	2,500.0	2,500.0	2,500.0	1,042.0	13,542.0	\$ -
7.4	Implement Innovation				-	-	-	-	-	-	-	-
		BenefitsCal Automation Engineer - Off	\$ 86.00	Y	960.0	960.0	960.0	960.0	960.0	400.0	5,200.0	\$ 447,200
		BenefitsCal UX Designer - Off	\$ 141.00	Y	480.0	480.0	480.0	480.0	480.0	200.0	2,600.0	\$ 366,596
					-	-	-	-	-	-	-	-
					-	-	-	-	-	-	-	-
	Implement Innovation Subtotal				1,440.0	1,440.0	1,440.0	1,440.0	1,440.0	600.0	7,800.0	\$ 813,796
					-	-	-	-	-	-	-	-
	Innovation Subtotal				4,237.6	4,237.6	4,237.6	4,237.6	4,237.6	1,766.0	22,954.0	\$ 1,232,908
					-	-	-	-	-	-	-	-
8.0	Production Operations				-	-	-	-	-	-	-	-
8.1	Production Operations Management	BenefitsCal Cloud Support Lead - On	\$ 125.00	N	1,811.1	1,811.1	1,811.1	1,811.1	1,811.1	754.6	9,810.2	\$ 1,226,278
		BenefitsCal Lead Cloud Platform Engineer - Off	\$ 78.00	Y	1,991.6	1,991.6	1,991.6	1,991.6	1,991.6	829.8	10,787.6	\$ 841,432
					-	-	-	-	-	-	-	-
					-	-	-	-	-	-	-	-
					-	-	-	-	-	-	-	-
	Production Operations Management Subtotal				3,802.7	3,802.7	3,802.7	3,802.7	3,802.7	1,584.4	20,597.8	\$ 2,067,710
8.2	Daily Ops/Production Ops	BenefitsCal Lead Cloud Platform Analyst - On	\$ 95.00	N	1,466.5	1,466.5	1,466.5	1,466.5	1,466.5	611.0	7,943.3	\$ 754,616
		BenefitsCal Cloud Platform FinOps - Off	\$ 86.00	Y	1,991.6	1,991.6	1,991.6	1,991.6	1,991.6	829.8	10,787.6	\$ 927,733
					-	-	-	-	-	-	-	-
					-	-	-	-	-	-	-	-
					-	-	-	-	-	-	-	-
	Daily Ops/Production Operations Subtotal				3,458.0	3,458.0	3,458.0	3,458.0	3,458.0	1,440.8	18,730.9	\$ 1,682,349
8.3	Batch & Interfaces	BenefitsCal Lead Cloud Platform Engineer - On	\$ 125.00	N	905.6	905.6	905.6	905.6	905.6	377.3	4,905.1	\$ 613,139
					-	-	-	-	-	-	-	-
					-	-	-	-	-	-	-	-
					-	-	-	-	-	-	-	-
					-	-	-	-	-	-	-	-
	Batch & Interfaces Subtotal				905.6	905.6	905.6	905.6	905.6	377.3	4,905.1	\$ 613,139
8.4	Performance Monitoring	BenefitsCal Lead Cloud Platform engineer - On	\$ 125.00	N	905.6	905.6	905.6	905.6	905.6	377.3	4,905.1	\$ 613,139
					-	-	-	-	-	-	-	-
					-	-	-	-	-	-	-	-
					-	-	-	-	-	-	-	-
					-	-	-	-	-	-	-	-
	Performance Monitoring Subtotal				905.6	905.6	905.6	905.6	905.6	377.3	4,905.1	\$ 613,139
8.5	Technology Recovery	BenefitsCal Lead Cloud Platform Engineer - On	\$ 125.00	N	1,811.1	1,811.1	1,811.1	1,811.1	1,811.1	754.6	9,810.2	\$ 1,226,278
		BenefitsCal Lead Cloud Platform Analyst - Off	\$ 60.00	Y	697.0	697.0	697.0	697.0	697.0	290.4	3,775.7	\$ 226,539
					-	-	-	-	-	-	-	-
					-	-	-	-	-	-	-	-
					-	-	-	-	-	-	-	-
	Technology Recovery Subtotal				2,508.2	2,508.2	2,508.2	2,508.2	2,508.2	1,045.1	13,585.9	\$ 1,452,817
					-	-	-	-	-	-	-	-
	Production Operations Subtotal				11,580.0	11,580.0	11,580.0	11,580.0	11,580.0	4,825.0	62,724.8	\$ 6,429,153
					-	-	-	-	-	-	-	-
	BenefitsCal Staff Loading Total				74,271.8	73,980.8	74,136.8	74,136.9	74,136.9	30,890.7	401,553.9	\$ 50,808,070

Average Hourly Rate	\$ 126.53

Assumptions
1
2
3
4
5
6
7
8
9
10

Average Monthly Hours Constant

Average Monthly FTEs	Average Monthly Hours
-	-
-	-
0.9	150.7
3.3	546.7
0.1	24.8
0.2	39.8
-	-
-	-
-	-
-	-
0.4	64.6
0.4	70.4
0.8	130.0
0.2	40.0
0.2	40.0
-	-
1.7	280.4
0.3	42.6
-	-
-	-
-	-
-	-
-	-
0.3	42.6
2.3	387.6
0.1	24.8
-	-
-	-
-	-
-	-
-	-
-	-
-	-
0.3	43.3
1.0	165.0
-	-
-	-
-	-
1.3	208.3
-	-
0.5	80.0
0.2	40.0
-	-
-	-
0.7	120.0
2.1	353.1
0.9	150.9
1.0	166.0
-	-
-	-
-	-
-	-
1.9	316.9
0.7	122.2
1.0	166.0
-	-
-	-
-	-
-	-
1.7	288.2
0.5	75.5
-	-
-	-
-	-
-	-
0.5	75.5
0.9	150.9
0.3	58.1
-	-
-	-
-	-
-	-
1.3	209.0
5.8	965.0
37.2	6,177.8

Offshore Hours	Onshore Hours	Offshore %
-	-	#DIV/0!
-	-	#DIV/0!
-	9,796.7	0%
10,787.6	24,748.3	30%
-	1,612.0	0%
-	2,589.3	0%
-	-	#DIV/0!
-	-	#DIV/0!
-	4,201.3	0%
-	4,573.5	0%
8,450.0	-	100%
-	2,600.0	0%
2,600.0	-	100%
11,050.0	7,173.5	61%
-	2,769.0	0%
-	-	#DIV/0!
-	-	#DIV/0!
-	-	#DIV/0!
-	-	#DIV/0!
-	2,769.0	0%
11,050.0	14,143.8	44%
-	1,612.0	0%
-	-	#DIV/0!
-	-	#DIV/0!
-	-	#DIV/0!
-	-	#DIV/0!
-	1,612.0	0%
-	-	#DIV/0!
-	-	#DIV/0!
-	-	#DIV/0!
-	-	#DIV/0!
-	-	#DIV/0!
-	2,817.0	0%
10,725.0	-	100%
-	-	#DIV/0!
-	-	#DIV/0!
-	-	#DIV/0!
10,725.0	2,817.0	79%
-	-	#DIV/0!
-	-	#DIV/0!
5,200.0	-	100%
2,600.0	-	100%
-	-	#DIV/0!
-	-	#DIV/0!
7,800.0	-	100%
18,525.0	4,429.0	81%
-	9,810.2	0%
10,787.6	-	100%
-	-	#DIV/0!
-	-	#DIV/0!
-	-	#DIV/0!
10,787.6	9,810.2	52%
-	-	0%
10,787.6	7,943.3	100%
-	-	#DIV/0!
-	-	#DIV/0!
10,787.6	7,943.3	58%
-	4,905.1	0%
-	-	#DIV/0!
-	-	#DIV/0!
-	-	#DIV/0!
-	-	#DIV/0!
-	4,905.1	0%
-	4,905.1	0%
-	-	#DIV/0!
-	-	#DIV/0!
-	-	#DIV/0!
-	4,905.1	0%
3,775.7	9,810.2	0%
-	-	100%
-	-	#DIV/0!
-	-	#DIV/0!
-	-	#DIV/0!
3,775.7	9,810.2	28%
25,350.8	37,374.0	40%
159,841.6	241,712.3	39.81%

Schedule 6.1
BenefitsCal Base Year 1 Staff Loading: Aug 2026 - Jul 2027

ID	Key Task	Position <From Tab 8>	Hourly Rate <From Tab 8>	Offshore (Y/N) <From Tab 8>	Service Month												Total BenefitsCal Year 1: Hours	Total BenefitsCal Year 1: Price
					1	2	3	4	5	6	7	8	9	10	11	12		
					Aug-26 168	Sep-26 168	Oct-26 168	Nov-26 144	Dec-26 176	Jan-27 152	Feb-27 152	Mar-27 184	Apr-27 176	May-27 160	Jun-27 168	Jul-27 168		
1.0	Project Management																	
1.1	Project Management	BenefitsCal Project Manager	\$ 280.00	N	150.0	150.0	150.0	150.0	150.0	150.0	150.0	150.0	150.0	150.0	150.0	150.0	1,800.0	\$ 504,000
		0	\$ -	0													- \$	-
		0	\$ -	0													- \$	-
		0	\$ -	0													- \$	-
	Project Management Subtotal				150.0	150.0	150.0	150.0	150.0	150.0	150.0	150.0	150.0	150.0	150.0	150.0	1,800.0	\$ 504,000
1.2	Work Plan/Schedule Management	BenefitsCal Project Management Office (PMO) Lead	\$ 255.00	N	150.0	150.0	150.0	150.0	150.0	150.0	150.0	150.0	150.0	150.0	150.0	150.0	1,800.0	\$ 459,000
		0	\$ -	0													- \$	-
		0	\$ -	0													- \$	-
		0	\$ -	0													- \$	-
	Work Plan/Schedule Management Subtotal				150.0	150.0	150.0	150.0	150.0	150.0	150.0	150.0	150.0	150.0	150.0	150.0	1,800.0	\$ 459,000
1.3	PMO Support	BenefitsCal PMO Support Sr. - Off	\$ 56.00	Y	177.1	177.1	177.1	177.1	177.1	177.1	180.0	180.0	180.0	180.0	180.0	180.0	2,142.9	\$ 120,003
		0	\$ -	0													- \$	-
		0	\$ -	0													- \$	-
		0	\$ -	0													- \$	-
	PMO Support Subtotal				177.1	177.1	177.1	177.1	177.1	177.1	180.0	180.0	180.0	180.0	180.0	180.0	2,142.9	\$ 120,003
	Project Management Subtotal				477.1	477.1	477.1	477.1	477.1	477.1	480.0	480.0	480.0	480.0	480.0	480.0	5,742.9	\$ 1,083,003
2.0	SCRs																	
2.1	SCR Team Management	BenefitsCal Application Manager	\$ 240.00	N	100.4	100.4	100.4	100.4	100.4	100.4	100.4	100.4	100.4	100.4	100.4	100.4	1,204.8	\$ 313,251
		BenefitsCal Scrum Master - Off	\$ 96.00	Y	163.5	163.5	163.5	163.5	163.5	163.5	163.5	163.5	163.5	163.5	163.5	163.5	1,961.7	\$ 188,321
		0	\$ -	0													- \$	-
		0	\$ -	0													- \$	-
	SCR Team Management Subtotal				263.9	263.9	263.9	263.9	263.9	263.9	263.9	263.9	263.9	263.9	263.9	263.9	3,166.5	\$ 801,572
2.2	SCR Prep, Requirements & Design	BenefitsCal Product Manager	\$ 240.00	N	70.7	70.7	70.7	70.7	70.7	70.7	70.7	70.7	70.7	70.7	70.7	70.7	848.5	\$ 220,610
		BenefitsCal Business Analyst - On	\$ 116.00	N	149.6	149.6	149.6	149.6	149.6	149.6	149.6	149.6	149.6	149.6	149.6	149.6	1,795.4	\$ 208,262
		BenefitsCal User Centered Design Lead	\$ 240.00	N	150.0	150.0	150.0	150.0	150.0	150.0	150.0	150.0	150.0	150.0	150.0	150.0	1,800.0	\$ 468,000
		BenefitsCal UX Designer Jr. - On	\$ 140.00	N	120.0	120.0	120.0	120.0	120.0	120.0	120.0	120.0	120.0	120.0	120.0	120.0	1,440.0	\$ 230,400
		BenefitsCal UX Designer Jr. - Off	\$ 111.00	Y	166.0	166.0	166.0	166.0	166.0	166.0	166.0	166.0	166.0	166.0	166.0	166.0	1,991.6	\$ 221,063
	SCR Prep, Requirements & Design Subtotal				656.3	656.3	656.3	656.3	656.3	656.3	656.3	656.3	656.3	656.3	656.3	656.3	7,875.4	\$ 1,348,334
2.3	SCR Build	BenefitsCal Lead Developer - On	\$ 116.00	N	119.7	119.7	119.7	119.7	119.7	119.7	119.7	119.7	119.7	119.7	119.7	119.7	1,436.3	\$ 166,609
		BenefitsCal Translation Consultant - On	\$ 125.00	N	150.0	150.0	150.0	150.0	150.0	150.0	150.0	150.0	150.0	150.0	150.0	150.0	1,800.0	\$ 225,000
		BenefitsCal Developer Sr. - Off	\$ 45.00	Y	201.1	201.1	201.1	201.1	201.1	201.1	201.1	201.1	201.1	201.1	201.1	201.1	2,413.8	\$ 158,891
		BenefitsCal Developer Jr. - Off	\$ 56.00	Y	331.9	331.9	331.9	331.9	331.9	331.9	331.9	331.9	331.9	331.9	331.9	331.9	3,983.1	\$ 223,054
		0	\$ -	0													- \$	-
	SCR Build Subtotal				802.8	802.8	802.8	802.8	802.8	802.8	802.8	802.8	802.8	802.8	802.8	802.8	9,633.2	\$ 771,558
2.4	SCR Test	BenefitsCal Test Manager	\$ 170.00	N	88.2	88.2	88.2	88.2	88.2	88.2	88.2	88.2	88.2	88.2	88.2	88.2	1,058.4	\$ 179,928
		BenefitsCal Test Engineer Jr. - On	\$ 80.00	N	147.9	147.9	147.9	147.9	147.9	147.9	147.9	147.9	147.9	147.9	147.9	147.9	1,774.8	\$ 141,986
		BenefitsCal Automation Engineer - Off	\$ 86.00	Y	166.0	166.0	166.0	166.0	166.0	166.0	166.0	166.0	166.0	166.0	166.0	166.0	1,991.6	\$ 171,274
		0	\$ -	0													- \$	-
		0	\$ -	0													- \$	-
	SCR Test Subtotal				402.1	402.1	402.1	402.1	402.1	402.1	402.1	402.1	402.1	402.1	402.1	402.1	4,824.8	\$ 493,187
2.5	SCR Release Management	BenefitsCal Test Engineer Jr. - On	\$ 80.00	N	117.3	117.3	117.3	117.3	117.3	117.3	117.3	117.3	117.3	117.3	117.3	117.3	1,407.9	\$ 112,634
		BenefitsCal Test Manager	\$ 170.00	N	81.8	81.8	81.8	81.8	81.8	81.8	81.8	81.8	81.8	81.8	81.8	81.8	981.6	\$ 126,072
		0	\$ -	0													- \$	-
		0	\$ -	0													- \$	-
	SCR Release Management Subtotal				179.1	179.1	179.1	179.1	179.1	179.1	179.1	179.1	179.1	179.1	179.1	179.1	2,149.5	\$ 238,706
2.6	SCR Training/OCM	BenefitsCal Training Developer - Off	\$ 40.00	Y	166.0	166.0	166.0	166.0	166.0	166.0	166.0	166.0	166.0	166.0	166.0	166.0	1,991.6	\$ 119,493
		0	\$ -	0													- \$	-
		0	\$ -	0													- \$	-
		0	\$ -	0													- \$	-
	SCR Training/OCM Subtotal				166.0	166.0	166.0	166.0	166.0	166.0	166.0	166.0	166.0	166.0	166.0	166.0	1,991.6	\$ 119,493
2.7	SIRFRA/ SCERFRA/ External Inquiries	BenefitsCal Lead Developer - On	\$ 116.00	N	29.9	29.9	29.9	29.9	29.9	29.9	29.9	29.9	29.9	29.9	29.9	29.9	359.1	\$ 41,652
		0	\$ -	0													- \$	-
		0	\$ -	0													- \$	-
		0	\$ -	0													- \$	-
	SIRFRA/ SCERFRA/ External Inquiries Subtotal				29.9	29.9	29.9	29.9	29.9	29.9	29.9	29.9	29.9	29.9	29.9	29.9	359.1	\$ 41,652
	SCR Subtotal				2,500.0	2,500.0	2,500.0	2,500.0	2,500.0	2,500.0	2,500.0	2,500.0	2,500.0	2,500.0	2,500.0	2,500.0	30,000.0	\$ 3,514,504
3.0	Tier 3 Service Desk Support																	
3.1	Tier 3 Service Desk Support	BenefitsCal Support Engineer Sr. - On	\$ 100.00	N	154.6	154.6	154.6	154.6	154.6	154.6	154.6	154.6	154.6	154.6	154.6	154.6	1,855.1	\$ 185,515
		BenefitsCal Support Engineer Jr. - On	\$ 90.00	N	155.9	155.9	155.9	155.9	155.9	155.9	155.9	155.9	155.9	155.9	155.9	155.9	1,871.3	\$ 168,421
		BenefitsCal Production Support Analyst - On	\$ 100.00	N	155.9	155.9	155.9	155.9	155.9	155.9	155.9	155.9	155.9	155.9	155.9	155.9	1,871.3	\$ 187,135
		0	\$ -	0													- \$	-
		0	\$ -	0													- \$	-
	Tier 3 Service Desk Support Subtotal				466.5	466.5	466.5	466.5	466.5	466.5	466.5	466.5	466.5	466.5	466.5	466.5	5,597.5	

Schedule 6.2
BenefitsCal Base Year 2 Staff Loading: Aug 2027 - Jul 2028

[illegible]

ID	Key Task	Position <From Tab 8>	Hourly Rate <From Tab 8>	Offshore (Y/N) <From Tab 8>	1	2	3	4	5	6	7	8	9	10	11	12	Total BenefitsCal Year 2: Hours	Total BenefitsCal Year 2: Price
6.0	Application/Architecture Evolution																	
6.1	App/Arch Team Management	BenefitsCal Application Manager	\$ 260.00	N	24.8	24.8	24.8	24.8	24.8	24.8	24.8	24.8	24.8	24.8	24.8	24.8	297.6	\$ 77,375
		BenefitsCal Product Manager	\$ 260.00	N	39.6	39.6	39.6	39.6	39.6	39.6	39.6	39.6	39.6	39.6	39.6	39.6	475.8	\$ 123,695
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
	App/Arch Team Management Subtotal				64.4	64.4	64.4	64.4	64.4	64.4	64.4	64.4	64.4	64.4	64.4	64.4	773.3	\$ 201,070
6.2	App/Arch Dev/Testing/Deployment	BenefitsCal Lead Innovation Consultant	\$ 220.00	N	70.6	70.6	70.6	70.6	70.6	70.6	70.6	70.6	70.6	70.6	70.6	70.6	846.6	\$ 186,252
		BenefitsCal Developer Sr. - Off	\$ 65.00	Y	130.0	130.0	130.0	130.0	130.0	130.0	130.0	130.0	130.0	130.0	130.0	130.0	1,560.0	\$ 101,400
		BenefitsCal Automation Engineer - On	\$ 140.00	N	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	480.0	\$ 67,200
		BenefitsCal UX Designer - Off	\$ 141.00	Y	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	480.0	\$ 67,679
		0	\$ -	0													-	\$ -
	App/Arch Dev/Testing/Deployment Subtotal				280.5	280.5	280.5	280.5	280.5	280.5	280.5	280.5	280.5	280.5	280.5	280.5	3,366.6	\$ 422,532
6.3	Performance	BenefitsCal Automation Engineer - On	\$ 140.00	N	32.0	32.0	32.0	32.0	32.0	32.0	32.0	32.0	32.0	32.0	32.0	32.0	384.0	\$ 53,760
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
	Performance Subtotal				32.0	32.0	32.0	32.0	32.0	32.0	32.0	32.0	32.0	32.0	32.0	32.0	384.0	\$ 53,760
	Application/Architecture Evolution Subtotal				377.0	377.0	377.0	377.0	377.0	377.0	377.0	377.0	377.0	377.0	377.0	377.0	4,523.9	\$ 677,361
7.0	Innovation																	
7.1	Innovation Team Management	BenefitsCal Application Manager	\$ 260.00	N	24.8	24.8	24.8	24.8	24.8	24.8	24.8	24.8	24.8	24.8	24.8	24.8	297.6	\$ 77,375
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
	Innovation Team Management Subtotal				24.8	24.8	24.8	24.8	24.8	24.8	24.8	24.8	24.8	24.8	24.8	24.8	297.6	\$ 77,375
7.2	Prepare Innovation Proposal	0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
	Prepare Innovation Proposal Subtotal				-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -
7.3	Conduct POC/Pilot	BenefitsCal Innovation POC Analyst Sr.	\$ -	N	44.0	43.0	43.0	44.0	43.0	43.0	44.0	43.0	43.0	44.0	43.0	43.0	520.0	\$ -
		BenefitsCal Innovation POC Analyst Sr. -	\$ -	Y	165.0	165.0	165.0	165.0	165.0	165.0	165.0	165.0	165.0	165.0	165.0	165.0	1,980.0	\$ -
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
	Conduct POC/Pilot Subtotal				209.0	208.0	208.0	209.0	208.0	208.0	209.0	208.0	208.0	209.0	208.0	208.0	2,500.0	\$ -
7.4	Implement Innovation	0	\$ -	0													-	\$ -
		BenefitsCal Automation Engineer - Off	\$ 86.00	Y	80.0	80.0	80.0	80.0	80.0	80.0	80.0	80.0	80.0	80.0	80.0	80.0	960.0	\$ 82,560
		BenefitsCal UX Designer - Off	\$ 141.00	Y	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	480.0	\$ 67,679
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
	Implement Innovation Subtotal				120.0	120.0	120.0	120.0	120.0	120.0	120.0	120.0	120.0	120.0	120.0	120.0	1,440.0	\$ 150,239
	Innovation Subtotal				353.8	352.8	352.8	353.8	352.8	352.8	353.8	352.8	352.8	353.8	352.8	352.8	4,237.6	\$ 227,614
8.0	Production Operations																	
8.1	Production Operations Management	BenefitsCal Cloud Support Lead - On	\$ 125.00	N	150.9	150.9	150.9	150.9	150.9	150.9	150.9	150.9	150.9	150.9	150.9	150.9	1,811.1	\$ 226,390
		BenefitsCal Lead Cloud Platform Engine	\$ 78.00	Y	166.0	166.0	166.0	166.0	166.0	166.0	166.0	166.0	166.0	166.0	166.0	166.0	1,991.6	\$ 155,341
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
	Production Operations Management Subtotal				316.9	316.9	316.9	316.9	316.9	316.9	316.9	316.9	316.9	316.9	316.9	316.9	3,802.7	\$ 381,731
8.2	Daily Ops/Production Ops	BenefitsCal Lead Cloud Platform Analyst	\$ 95.00	N	122.2	122.2	122.2	122.2	122.2	122.2	122.2	122.2	122.2	122.2	122.2	122.2	1,466.5	\$ 139,314
		BenefitsCal Cloud Platform FinOps - Off	\$ 86.00	Y	166.0	166.0	166.0	166.0	166.0	166.0	166.0	166.0	166.0	166.0	166.0	166.0	1,991.6	\$ 171,274
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
	Daily Ops/Production Operations Subtotal				288.2	288.2	288.2	288.2	288.2	288.2	288.2	288.2	288.2	288.2	288.2	288.2	3,458.0	\$ 310,587
8.3	Batch & Interfaces	BenefitsCal Lead Cloud Platform Engine	\$ 125.00	N	75.5	75.5	75.5	75.5	75.5	75.5	75.5	75.5	75.5	75.5	75.5	75.5	905.6	\$ 113,195
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
	Batch & Interfaces Subtotal				75.5	75.5	75.5	75.5	75.5	75.5	75.5	75.5	75.5	75.5	75.5	75.5	905.6	\$ 113,195
8.4	Performance Monitoring	BenefitsCal Lead Cloud Platform Engine	\$ 125.00	N	75.5	75.5	75.5	75.5	75.5	75.5	75.5	75.5	75.5	75.5	75.5	75.5	905.6	\$ 113,195
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
	Performance Monitoring Subtotal				75.5	75.5	75.5	75.5	75.5	75.5	75.5	75.5	75.5	75.5	75.5	75.5	905.6	\$ 113,195
8.5	Technology Recovery	BenefitsCal Lead Cloud Platform Engine	\$ 125.00	N	150.9	150.9	150.9	150.9	150.9	150.9	150.9	150.9	150.9	150.9	150.9	150.9	1,811.1	\$ 226,390
		BenefitsCal Lead Cloud Platform Analyst	\$ 60.00	Y	58.1	58.1	58.1	58.1	58.1	58.1	58.1	58.1	58.1	58.1	58.1	58.1	697.0	\$ 41,823
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
	Technology Recovery Subtotal				209.0	209.0	209.0	209.0	209.0	209.0	209.0	209.0	209.0	209.0	209.0	209.0	2,508.2	\$ 268,212
	Production Operations Subtotal				965.0	965.0	965.0	965.0	965.0	965.0	965.0	965.0	965.0	965.0	965.0	965.0	11,580.0	\$ 1,186,921
	BenefitsCal Staff Loading Total				6,165.7	6,164.7	6,164.7	6,165.7	6,164.7	6,164.7	6,165.7	6,164.7	6,164.7	6,165.7	6,164.7	6,164.7	73,980.8	\$ 9,353,154

Average Hourly Rate	\$ 126.43

Average Monthly Hours Constant

Average Monthly FTE	Average Monthly Hours
0.1	24.8
0.2	39.6
-	-
-	-
-	-
-	-
0.4	64.4
0.4	70.6
0.8	130.0
0.2	40.0
0.2	40.0
-	-
1.7	280.5
0.2	32.0
-	-
-	-
-	-
-	-
-	-
0.2	32.0
2.3	377.0
-	-
-	-
0.1	24.8
-	-
-	-
-	-
-	-
-	-
0.1	24.8
-	-
-	-
-	-
-	-
-	-
0.3	43.3
1.0	165.0
-	-
-	-
-	-
-	-
1.3	208.3
-	-
0.5	80.0
0.2	40.0
-	-
-	-
-	-
0.7	120.0
2.1	353.1
-	-
-	-
0.9	150.9
1.0	166.0
-	-
-	-
-	-
-	-
1.9	316.9
0.7	122.2
1.0	166.0
-	-
-	-
-	-
-	-
1.7	288.2
0.5	75.5
-	-
-	-
-	-
-	-
-	-
0.5	75.5
0.5	75.5
-	-
-	-
-	-
-	-
-	-
0.5	75.5
0.9	150.9
0.3	58.1
-	-
-	-
-	-
-	-
1.3	209.0
5.8	965.0
33.6	5,583.9

Offshore Hours	Onshore Hours	Offshore %
-	297.6	0%
-	475.8	0%
-	-	#DIV/0!
-	-	#DIV/0!
-	-	#DIV/0!
-	-	#DIV/0!
-	773.3	0%
-	846.6	0%
1,560.0	-	100%
-	480.0	0%
480.0	-	100%
-	-	#DIV/0!
-	384.0	0%
-	-	#DIV/0!
-	-	#DIV/0!
-	-	#DIV/0!</

Schedule 6.3
BenefitsCal Base Year 3 Staff Loading: Aug 2028 - Jul 2029

ID	Key Task	Position <From Tab 8>	Hourly Rate <From Tab 8>	Offshore (Y/N) <From Tab 8>	Service Month												Total BenefitsCal Year 3: Hours	Total BenefitsCal Year 3: Price
					1	2	3	4	5	6	7	8	9	10	11	12		
					Aug-28	Sep-28	Oct-28	Nov-28	Dec-28	Jan-29	Feb-29	Mar-29	Apr-29	May-29	Jun-29	Jul-29		
1.0	Project Management				184	160	168	152	160	168	152	176	168	176	168	168	2,000	
1.1	Project Management	BenefitsCal Project Manag	\$ 280.00	N	150.0	150.0	150.0	150.0	150.0	150.0	150.0	150.0	150.0	150.0	150.0	150.0	1,800.0	\$ 504,000
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
	Project Management Subtotal				150.0	150.0	150.0	150.0	150.0	150.0	150.0	150.0	150.0	150.0	150.0	150.0	1,800.0	\$ 504,000
1.2	Work Plan/Schedule Management	BenefitsCal Project Manag	\$ 255.00	N	150.0	150.0	150.0	150.0	150.0	150.0	150.0	150.0	150.0	150.0	150.0	150.0	1,800.0	\$ 459,000
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
	Work Plan/Schedule Management Subtotal				150.0	150.0	150.0	150.0	150.0	150.0	150.0	150.0	150.0	150.0	150.0	150.0	1,800.0	\$ 459,000
1.3	PMO Support	BenefitsCal PMO Support	\$ 56.00	Y	173.2	173.2	173.2	173.2	173.2	173.2	173.2	173.2	173.2	173.2	173.2	173.2	2,078.0	\$ 116,366
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
	PMO Support Subtotal				173.2	173.2	173.2	173.2	173.2	173.2	173.2	173.2	173.2	173.2	173.2	173.2	2,078.0	\$ 116,366
	Project Management Subtotal				473.2	473.2	473.2	473.2	473.2	473.2	473.2	473.2	473.2	473.2	473.2	473.2	5,678.0	\$ 1,079,366
2.0	SCRs																	
2.1	SCR Team Management	BenefitsCal Application	\$ 260.00	N	100.4	100.4	100.4	100.4	100.4	100.4	100.4	100.4	100.4	100.4	100.4	100.4	1,204.8	\$ 313,251
		BenefitsCal Scrum Master	\$ 96.00	Y	163.5	163.5	163.5	163.5	163.5	163.5	163.5	163.5	163.5	163.5	163.5	163.5	1,961.7	\$ 188,321
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
	SCR Team Management Subtotal				263.9	263.9	263.9	263.9	263.9	263.9	263.9	263.9	263.9	263.9	263.9	263.9	3,166.5	\$ 501,572
2.2	SCR Prep, Requirements & Design	BenefitsCal Product Manag	\$ 260.00	N	70.7	70.7	70.7	70.7	70.7	70.7	70.0	70.0	70.0	70.0	70.0	70.0	844.3	\$ 219,513
		BenefitsCal Business Anal	\$ 116.00	N	149.6	149.6	149.6	149.6	149.6	149.6	149.6	149.6	149.6	149.6	149.6	149.6	1,795.4	\$ 208,262
		BenefitsCal User Centered	\$ 260.00	N	150.0	150.0	150.0	150.0	150.0	150.0	150.0	150.0	150.0	150.0	150.0	150.0	1,800.0	\$ 468,000
		BenefitsCal UX Designer	\$ 160.00	N	120.0	120.0	120.0	120.0	120.0	120.0	120.0	120.0	120.0	120.0	120.0	120.0	1,440.0	\$ 230,400
		BenefitsCal UX Designer	\$ 111.00	Y	166.0	166.0	166.0	166.0	166.0	166.0	166.0	166.0	166.0	166.0	166.0	166.0	1,991.6	\$ 221,063
	SCR Prep, Requirements & Design Subtotal				656.3	656.3	656.3	656.3	656.3	656.3	655.6	655.6	655.6	655.6	655.6	655.6	7,871.2	\$ 1,347,237
2.3	SCR Build	BenefitsCal Lead Develop	\$ 116.00	N	119.7	119.7	119.7	119.7	119.7	119.7	122.1	122.1	122.1	122.1	122.1	122.1	1,450.9	\$ 168,310
		BenefitsCal Translation C	\$ 125.00	N	150.0	150.0	150.0	150.0	150.0	150.0	150.0	150.0	150.0	150.0	150.0	150.0	1,800.0	\$ 225,000
		BenefitsCal Developer Sr	\$ 65.00	Y	201.1	201.1	201.1	201.1	201.1	201.1	200.7	200.7	200.7	200.7	200.7	200.7	2,411.0	\$ 156,714
		BenefitsCal Developer Jr	\$ 56.00	Y	331.9	331.9	331.9	331.9	331.9	331.9	331.0	331.0	331.0	331.0	331.0	331.0	3,977.6	\$ 222,743
		0	\$ -	0													-	\$ -
	SCR Build Subtotal				802.8	802.8	802.8	802.8	802.8	802.8	803.8	803.8	803.8	803.8	803.8	803.8	9,439.5	\$ 772,767
2.4	SCR Test	BenefitsCal Test Manag	\$ 170.00	N	88.2	88.2	88.2	88.2	88.2	88.2	88.2	88.2	88.2	88.2	88.2	88.2	1,058.4	\$ 179,928
		BenefitsCal Test Engineer	\$ 80.00	N	147.9	147.9	147.9	147.9	147.9	147.9	147.9	147.9	147.9	147.9	147.9	147.9	1,774.8	\$ 141,986
		BenefitsCal Automation	\$ 86.00	Y	166.0	166.0	166.0	166.0	166.0	166.0	165.5	165.5	165.5	165.5	165.5	165.5	1,988.8	\$ 171,035
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
	SCR Test Subtotal				402.1	402.1	402.1	402.1	402.1	402.1	401.6	401.6	401.6	401.6	401.6	401.6	4,822.0	\$ 492,948
2.5	SCR Release Management	BenefitsCal Test Engineer	\$ 80.00	N	117.3	117.3	117.3	117.3	117.3	117.3	117.3	117.3	117.3	117.3	117.3	117.3	1,407.9	\$ 112,634
		BenefitsCal Test Manag	\$ 170.00	N	61.8	61.8	61.8	61.8	61.8	61.8	61.8	61.8	61.8	61.8	61.8	61.8	741.6	\$ 126,072
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
	SCR Release Management Subtotal				179.1	179.1	179.1	179.1	179.1	179.1	179.1	179.1	179.1	179.1	179.1	179.1	2,149.5	\$ 238,706
2.6	SCR Training/OCM	BenefitsCal Training Deve	\$ 60.00	Y	166.0	166.0	166.0	166.0	166.0	166.0	165.5	165.5	165.5	165.5	165.5	165.5	1,988.6	\$ 119,314
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
	SCR Training/OCM Subtotal				166.0	166.0	166.0	166.0	166.0	166.0	165.5	165.5	165.5	165.5	165.5	165.5	1,988.6	\$ 119,314
2.7	SIRFRA/ SCERFRA/ External Inquiries	BenefitsCal Lead Develop	\$ 116.00	N	29.9	29.9	29.9	29.9	29.9	29.9	30.5	30.5	30.5	30.5	30.5	30.5	362.7	\$ 42,077
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
	SIRFRA/ SCERFRA/ External Inquiries Subtotal				29.9	29.9	29.9	29.9	29.9	29.9	30.5	30.5	30.5	30.5	30.5	30.5	362.7	\$ 42,077
	SCR Subtotal				2,500.0	2,500.0	2,500.0	2,500.0	2,500.0	2,500.0	2,500.0	2,500.0	2,500.0	2,500.0	2,500.0	2,500.0	30,000.0	\$ 3,514,622
3.0	Tier 3 Service Desk Support																	
3.1	Tier 3 Service Desk Support	BenefitsCal Support Engi	\$ 100.00	N	161.8	161.8	161.8	161.8	161.8	161.8	161.8	161.8	161.8	161.8	161.8	161.8	1,941.9	\$ 194,192
		BenefitsCal Support Engi	\$ 90.00	N	160.0	160.0	160.0	160.0	160.0	160.0	160.0	160.0	160.0	160.0	160.0	160.0	1,919.7	\$ 172,773
		BenefitsCal Production S	\$ 100.00															

ID	Key Task	Position	Hourly Rate	Offshore (Y/N)	1	2	3	4	5	6	7	8	9	10	11	12	Total BenefitsCal Year 3: Hours	Total BenefitsCal Year 3: Price
		<From Tab 8>	<From Tab 8>	<From Tab 8>	Aug-28	Sep-28	Oct-28	Nov-28	Dec-28	Jan-29	Feb-29	Mar-29	Apr-29	May-29	Jun-29	Jul-29		
5.4	Security Support	BenefitsCal Security Supp	\$ 140.00	N	151.2	151.2	151.2	151.2	151.2	151.2	151.2	151.2	151.2	151.2	151.2	151.2	1,814.0	\$ 253,966
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
	Security Support Subtotal				151.2	151.2	151.2	151.2	151.2	151.2	151.2	151.2	151.2	151.2	151.2	151.2	1,814.0	\$ 253,966
	Security Subtotal				545.1	545.1	545.1	545.1	545.1	545.1	545.1	545.1	545.1	545.1	545.1	545.1	6,540.8	\$ 1,034,120
6.0	Application/Architecture Evolution																	
6.1	App/Arch Team Management	BenefitsCal Application	\$ 260.00	N	24.8	24.8	24.8	24.8	24.8	24.8	24.8	24.8	24.8	24.8	24.8	24.8	297.6	\$ 77,375
		BenefitsCal Product Mar	\$ 260.00	N	39.6	39.6	39.6	39.6	39.6	39.6	40.0	40.0	40.0	40.0	40.0	40.0	477.9	\$ 124,244
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
	App/Arch Team Management Subtotal				64.4	64.4	64.4	64.4	64.4	64.4	64.8	64.8	64.8	64.8	64.8	64.8	775.5	\$ 201,618
6.2	App/Arch Dev/Testing/Deployment	BenefitsCal Lead Innova	\$ 220.00	N	70.6	70.6	70.6	70.6	70.6	70.6	70.2	70.2	70.2	70.2	70.2	70.2	844.5	\$ 185,790
		BenefitsCal Developer Sr	\$ 65.00	Y	130.0	130.0	130.0	130.0	130.0	130.0	130.0	130.0	130.0	130.0	130.0	130.0	1,560.0	\$ 101,400
		BenefitsCal Automation	\$ 140.00	N	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	480.0	\$ 67,200
		BenefitsCal UX Designer	\$ 141.00	Y	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	480.0	\$ 67,679
		0	\$ -	0													-	\$ -
	App/Arch Dev/Testing/Deployment Subtotal				280.5	280.5	280.5	280.5	280.5	280.5	280.2	280.2	280.2	280.2	280.2	280.2	3,364.5	\$ 422,070
6.3	Performance	BenefitsCal Automation	\$ 140.00	N	45.0	45.0	45.0	45.0	45.0	45.0	45.0	45.0	45.0	45.0	45.0	45.0	540.0	\$ 75,600
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
	Performance Subtotal				45.0	45.0	45.0	45.0	45.0	45.0	45.0	45.0	45.0	45.0	45.0	45.0	540.0	\$ 75,600
	Application/Architecture Evolution Subtotal				390.0	390.0	390.0	390.0	390.0	390.0	390.0	390.0	390.0	390.0	390.0	390.0	4,680.0	\$ 699,288
7.0	Innovation																	
7.1	Innovation Team Management	BenefitsCal Application	\$ 260.00	N	24.8	24.8	24.8	24.8	24.8	24.8	24.8	24.8	24.8	24.8	24.8	24.8	297.6	\$ 77,375
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
	Innovation Team Management Subtotal				24.8	24.8	24.8	24.8	24.8	24.8	24.8	24.8	24.8	24.8	24.8	24.8	297.6	\$ 77,375
7.2	Prepare Innovation Proposal	0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
	Prepare Innovation Proposal Subtotal				-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -
7.3	Conduct POC/Pilot	BenefitsCal Innovation P	\$ -	N	44.0	43.0	43.0	44.0	43.0	43.0	44.0	43.0	43.0	44.0	43.0	43.0	520.0	\$ -
		BenefitsCal Innovation P	\$ -	Y	165.0	165.0	165.0	165.0	165.0	165.0	165.0	165.0	165.0	165.0	165.0	165.0	1,980.0	\$ -
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
	Conduct POC/Pilot Subtotal				209.0	208.0	208.0	209.0	208.0	208.0	209.0	208.0	208.0	209.0	208.0	208.0	2,500.0	\$ -
7.4	Implement Innovation	0	\$ -	0													-	\$ -
		BenefitsCal Automation	\$ 86.00	Y	80.0	80.0	80.0	80.0	80.0	80.0	80.0	80.0	80.0	80.0	80.0	80.0	960.0	\$ 82,560
		BenefitsCal UX Designer	\$ 141.00	Y	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	480.0	\$ 67,679
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
	Implement Innovation Subtotal				120.0	120.0	120.0	120.0	120.0	120.0	120.0	120.0	120.0	120.0	120.0	120.0	1,440.0	\$ 150,239
	Innovation Subtotal				353.8	352.8	352.8	353.8	352.8	352.8	353.8	352.8	352.8	353.8	352.8	352.8	4,237.6	\$ 227,614
8.0	Production Operations																	
8.1	Production Operations Management	BenefitsCal Cloud Supp	\$ 125.00	N	150.9	150.9	150.9	150.9	150.9	150.9	150.9	150.9	150.9	150.9	150.9	150.9	1,811.1	\$ 226,390
		BenefitsCal Lead Cloud	\$ 78.00	Y	166.0	166.0	166.0	166.0	166.0	166.0	166.0	166.0	166.0	166.0	166.0	166.0	1,991.6	\$ 155,341
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
	Production Operations Management Subtotal				316.9	316.9	316.9	316.9	316.9	316.9	316.9	316.9	316.9	316.9	316.9	316.9	3,802.7	\$ 381,731
8.2	Daily Ops/Production Ops	BenefitsCal Lead Cloud	\$ 95.00	N	122.2	122.2	122.2	122.2	122.2	122.2	122.2	122.2	122.2	122.2	122.2	122.2	1,466.5	\$ 139,314
		BenefitsCal Cloud Platfo	\$ 86.00	Y	166.0	166.0	166.0	166.0	166.0	166.0	166.0	166.0	166.0	166.0	166.0	166.0	1,991.6	\$ 171,274
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
	Daily Ops/Production Operations Subtotal				288.2	288.2	288.2	288.2	288.2	288.2	288.2	288.2	288.2	288.2	288.2	288.2	3,458.0	\$ 310,587
8.3	Batch & Interfaces	BenefitsCal Lead Cloud	\$ 125.00	N	75.5	75.5	75.5	75.5	75.5	75.5	75.5	75.5	75.5	75.5	75.5	75.5	905.6	\$ 113,195
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
	Batch & Interfaces Subtotal				75.5	75.5	75.5	75.5	75.5	75.5	75.5	75.5	75.5	75.5	75.5	75.5	905.6	\$ 113,195
8.4	Performance Monitoring	BenefitsCal Lead Cloud	\$ 125.00000	N	75.5	75.5	75.5	75.5	75.5	75.5	75.5	75.5	75.5	75.5	75.5	75.5	905.6	\$ 113,195
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
	Performance Monitoring Subtotal				75.5	75.5	75.5	75.5	75.5	75.5	75.5	75.5	75.5	75.5	75.5	75.5	905.6	\$ 113,195
8.5	Technology Recovery	BenefitsCal Lead Cloud	\$ 125.00	N	150.9	150.9	150.9	150.9	150.9	150.9	150.9	150.9	150.9	150.9	150.9	150.9	1,811.1	\$ 226,390
		BenefitsCal Lead Cloud	\$ 60.00	Y	58.1	58.1	58.1	58.1	58.1	58.1	58.1	58.1	58.1	58.1	58.1	58.1	697.0	\$ 41,823
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
	Technology Recovery Subtotal				209.0	209.0	209.0	209.0	209.0	209.0	209.0	209.0	209.0	209.0	209.0	209.0	2,508.2	\$ 268,212
	Production Operations Subtotal				965.0	965.0	965.0	965.0	965.0	965.0	965.0	965.0	965.0	965.0	965.0	965.0	11,580.0	\$ 1,186,921
	BenefitsCal Staff Loading Total				6,178.7	6,177.7	6,177.7	6,178.7	6,177.7	6,177.7	6,178.7	6,177.7	6,177.7	6,178.7	6,177.7	6,177.7	74,136.8	\$ 9,377,895

Average Hourly Rate \$ 126.49

Average Monthly Hours Constant

Average Monthly FTEs	Average Monthly Hours
0.9	151.2
-	-
-	-
-	-
-	-
-	-
0.9	151.2
3.3	545.1
0.1	24.8
0.2	39.8
-	-
-	-
-	-
-	-
0.4	64.6
0.4	70.4
0.8	130.0
0.2	40.0
0.2	40.0
-	-
1.7	280.4
0.3	45.0
-	-
-	-
-	-
-	-
-	-
0.1	24.8
-	-
-	-
-	-
-	-
-	-
-	-
0.3	43.3
1.0	165.0
-	-
-	-
-	-
-	-
1.3	208.3
-	-
0.5	80.0

Schedule 6.4
BenefitsCal Base Year 4 Staff Loading: Aug 2029 - Jul 2030

[illegible]

ID	Key Task	Position <From Tab 8>	Hourly Rate <From Tab 8>	Offshore (Y/N) <From Tab 8>	1	2	3	4	5	6	7	8	9	10	11	12	Total BenefitsCal Year 4: Hours	Total BenefitsCal Year 4: Price
5.4	Security Support	BenefitsCal Security Supp	\$ 140.00	N	151.2	151.2	151.2	151.2	151.2	151.2	151.2	151.2	151.2	151.2	151.2	151.2	1,814.0	\$ 253,966
	0		\$ -	0													-	\$ -
	0		\$ -	0													-	\$ -
	0		\$ -	0													-	\$ -
	0		\$ -	0													-	\$ -
	Security Support Subtotal				151.2	151.2	151.2	151.2	151.2	151.2	151.2	151.2	151.2	151.2	151.2	151.2	1,814.0	\$ 253,966
	Security Subtotal				545.1	545.1	545.1	545.1	545.1	545.1	545.1	545.1	545.1	545.1	545.1	545.1	6,540.8	\$ 1,034,120
6.0	Application/Architecture Evolution																	
6.1	App/Arch Team Management	BenefitsCal Application	\$ 260.00	N	24.8	24.8	24.8	24.8	24.8	24.8	24.8	24.8	24.8	24.8	24.8	24.8	297.6	\$ 77,375
		BenefitsCal Product Mar	\$ 260.00	N	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	480.0	\$ 124,792
	0		\$ -	0													-	\$ -
	0		\$ -	0													-	\$ -
	0		\$ -	0													-	\$ -
	App/Arch Team Management Subtotal				64.8	64.8	64.8	64.8	64.8	64.8	64.8	64.8	64.8	64.8	64.8	64.8	777.6	\$ 202,167
6.2	App/Arch Dev/Testing/Deployment	BenefitsCal Lead Innova	\$ 220.00	N	70.2	70.2	70.2	70.2	70.2	70.2	70.2	70.2	70.2	70.2	70.2	70.2	842.4	\$ 185,328
		BenefitsCal Developer Sr	\$ 65.00	Y	130.0	130.0	130.0	130.0	130.0	130.0	130.0	130.0	130.0	130.0	130.0	130.0	1,560.0	\$ 101,400
		BenefitsCal Automation	\$ 140.00	N	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	480.0	\$ 67,200
		BenefitsCal UX Designer	\$ 141.00	Y	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	480.0	\$ 67,679
	0		\$ -	0													-	\$ -
	App/Arch Dev/Testing/Deployment Subtotal				280.2	280.2	280.2	280.2	280.2	280.2	280.2	280.2	280.2	280.2	280.2	280.2	3,362.4	\$ 421,608
6.3	Performance	BenefitsCal Automation	\$ 140.00	N	45.0	45.0	45.0	45.0	45.0	45.0	45.0	45.0	45.0	45.0	45.0	45.0	540.0	\$ 75,600
	0		\$ -	0													-	\$ -
	0		\$ -	0													-	\$ -
	0		\$ -	0													-	\$ -
	0		\$ -	0													-	\$ -
	Performance Subtotal				45.0	45.0	45.0	45.0	45.0	45.0	45.0	45.0	45.0	45.0	45.0	45.0	540.0	\$ 75,600
	Application/Architecture Evolution Subtotal				390.0	390.0	390.0	390.0	390.0	390.0	390.0	390.0	390.0	390.0	390.0	390.0	4,680.0	\$ 699,374
7.0	Innovation																	
7.1	Innovation Team Management	BenefitsCal Application	\$ 260.00	N	24.8	24.8	24.8	24.8	24.8	24.8	24.8	24.8	24.8	24.8	24.8	24.8	297.6	\$ 77,375
	0		\$ -	0													-	\$ -
	0		\$ -	0													-	\$ -
	0		\$ -	0													-	\$ -
	0		\$ -	0													-	\$ -
	Innovation Team Management Subtotal				24.8	24.8	24.8	24.8	24.8	24.8	24.8	24.8	24.8	24.8	24.8	24.8	297.6	\$ 77,375
7.2	Prepare Innovation Proposal	0	\$ -	0													-	\$ -
	0		\$ -	0													-	\$ -
	0		\$ -	0													-	\$ -
	0		\$ -	0													-	\$ -
	0		\$ -	0													-	\$ -
	Prepare Innovation Proposal Subtotal				-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -
7.3	Conduct POC/Pilot	BenefitsCal Innovation P	\$ -	N	44.0	43.0	43.0	44.0	43.0	43.0	44.0	43.0	43.0	44.0	43.0	43.0	520.0	\$ -
		BenefitsCal Innovation P	\$ -	Y	165.0	165.0	165.0	165.0	165.0	165.0	165.0	165.0	165.0	165.0	165.0	165.0	1,980.0	\$ -
	0		\$ -	0													-	\$ -
	0		\$ -	0													-	\$ -
	0		\$ -	0													-	\$ -
	0		\$ -	0													-	\$ -
	Conduct POC/Pilot Subtotal				209.0	208.0	208.0	209.0	208.0	208.0	209.0	208.0	208.0	209.0	208.0	208.0	2,500.0	\$ -
7.4	Implement Innovation	0	\$ -	0													-	\$ -
		BenefitsCal Automation	\$ 86.00	Y	80.0	80.0	80.0	80.0	80.0	80.0	80.0	80.0	80.0	80.0	80.0	80.0	960.0	\$ 82,560
		BenefitsCal UX Designer	\$ 141.00	Y	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	480.0	\$ 67,679
	0		\$ -	0													-	\$ -
	0		\$ -	0													-	\$ -
	Implement Innovation Subtotal				120.0	120.0	120.0	120.0	120.0	120.0	120.0	120.0	120.0	120.0	120.0	120.0	1,440.0	\$ 150,239
	Innovation Subtotal				353.8	352.8	352.8	353.8	352.8	352.8	353.8	352.8	353.8	352.8	352.8	352.8	4,237.6	\$ 227,614
8.0	Production Operations																	
8.1	Production Operations Management	BenefitsCal Cloud Supp	\$ 125.00	N	150.9	150.9	150.9	150.9	150.9	150.9	150.9	150.9	150.9	150.9	150.9	150.9	1,811.1	\$ 226,390
		BenefitsCal Lead Cloud	\$ 78.00	Y	166.0	166.0	166.0	166.0	166.0	166.0	166.0	166.0	166.0	166.0	166.0	166.0	1,991.6	\$ 155,341
	0		\$ -	0													-	\$ -
	0		\$ -	0													-	\$ -
	0		\$ -	0													-	\$ -
	Production Operations Management Subtotal				316.9	316.9	316.9	316.9	316.9	316.9	316.9	316.9	316.9	316.9	316.9	316.9	3,802.7	\$ 381,731
8.2	Daily Ops/Production Ops	BenefitsCal Lead Cloud	\$ 95.00	N	122.2	122.2	122.2	122.2	122.2	122.2	122.2	122.2	122.2	122.2	122.2	122.2	1,466.5	\$ 139,314
		BenefitsCal Cloud Platfo	\$ 86.00	Y	166.0	166.0	166.0	166.0	166.0	166.0	166.0	166.0	166.0	166.0	166.0	166.0	1,991.6	\$ 171,274
	0		\$ -	0													-	\$ -
	0		\$ -	0													-	\$ -
	0		\$ -	0													-	\$ -
	Daily Ops/Production Operations Subtotal				288.2	288.2	288.2	288.2	288.2	288.2	288.2	288.2	288.2	288.2	288.2	288.2	3,458.0	\$ 310,587
8.3	Batch & Interfaces	BenefitsCal Lead Cloud	\$ 125.00	N	75.5	75.5	75.5	75.5	75.5	75.5	75.5	75.5	75.5	75.5	75.5	75.5	905.6	\$ 113,195
	0		\$ -	0													-	\$ -
	0		\$ -	0													-	\$ -
	0		\$ -	0													-	\$ -
	0		\$ -	0													-	\$ -
	Batch & Interfaces Subtotal				75.5	75.5	75.5	75.5	75.5	75.5	75.5	75.5	75.5	75.5	75.5	75.5	905.6	\$ 113,195
8.4	Performance Monitoring	BenefitsCal Lead Cloud	\$ 125.00	N	75.5	75.5	75.5	75.5	75.5	75.5	75.5	75.5	75.5	75.5	75.5	75.5	905.6	\$ 113,195
	0		\$ -	0													-	\$ -
	0		\$ -	0													-	\$ -
	0		\$ -	0													-	\$ -
	0		\$ -	0													-	\$ -
	Performance Monitoring Subtotal				75.5	75.5	75.5	75.5	75.5	75.5	75.5	75.5	75.5	75.5	75.5	75.5	905.6	\$ 113,195
8.5	Technology Recovery	BenefitsCal Lead Cloud	\$ 125.00	N	150.9	150.9	150.9	150.9	150.9	150.9	150.9	150.9	150.9	150.9	150.9	150.9	1,811.1	\$ 226,390
		BenefitsCal Lead Cloud	\$ 60.00	Y	58.1	58.1	58.1	58.1	58.1	58.1	58.1	58.1	58.1	58.1	58.1	58.1	697.0	\$ 41,823
	0		\$ -	0													-	\$ -
	0		\$ -	0													-	\$ -
	0		\$ -	0													-	\$ -
	Technology Recovery Subtotal				209.0	209.0	209.0	209.0	209.0	209.0	209.0	209.0	209.0	209.0	209.0	209.0	2,508.2	\$ 268,212
	Production Operations Subtotal				965.0	965.0	965.0	965.0	965.0	965.0	965.0	965.0	965.0	965.0	965.0	965.0	11,580.0	\$ 1,186,921
	BenefitsCal Staff Loading Total				6,178.7	6,177.7	6,177.7	6,178.7	6,177.7	6,177.7	6,178.7	6,177.7	6,177.7	6,178.7	6,177.7	6,177.7	74,136.9	\$ 9,378,100

Average Hourly Rate \$ 126.50

Average
Monthly
Hours
Constant

Average Monthly FTEs	Average Monthly Hours
0.9	151.2
-	-
-	-
-	-
-	-
0.9	151.2
3.3	545.1
0.1	24.8
0.2	40.0
-	-
-	-
-	-
-	-
0.4	64.8
0.4	70.2
0.8	130.0
0.2	40.0
0.2	40.0
1.7	280.2
0.3	45.0
-	-
-	-
-	-
-	-
0.3	45.0
2.3	390.0
0.1	24.8
-	-
-	-
-	-
-	-
-	-
0.1	24.8
-	-
-	-
-	-
-	-
-	-
-	-
-	-
0.3	43.3
1.0	165.0
-	-
-	-
-	-
-	-
1.3	208.3
-	-
0.5	80.0
0.2	40.0
-	-
-	-
0.7	120.0
2.1	353.1

Schedule 6.5
BenefitsCal Base Year 5 Staff Loading: Aug 2030 - Jul 2031

ID	Key Task	Position <From Tab 8>	Hourly Rate <From Tab 8>	Offshore (Y/N) <From Tab 8>	Service Month												Total BenefitsCal Year 5: Hours	Total BenefitsCal Year 5: Price
					1	2	3	4	5	6	7	8	9	10	11	12		
					Aug-30	Sep-30	Oct-30	Nov-30	Dec-30	Jan-31	Feb-31	Mar-31	Apr-31	May-31	Jun-31	Jul-31		
1.0	Project Management				176	160	176	144	168	168	152	168	176	168	168	176	2,000	
1.1	Project Management	BenefitsCal Project Manag	\$ 280.00	N	150.0	150.0	150.0	150.0	150.0	150.0	150.0	150.0	150.0	150.0	150.0	150.0	1,800.0	\$ 504,000
		0	\$ -	0													- \$	-
		0	\$ -	0													- \$	-
		0	\$ -	0													- \$	-
		0	\$ -	0													- \$	-
	Project Management Subtotal				150.0	150.0	150.0	150.0	150.0	150.0	150.0	150.0	150.0	150.0	150.0	150.0	1,800.0	\$ 504,000
1.2	Work Plan/Schedule Management	BenefitsCal Project Manag	\$ 255.00	N	150.0	150.0	150.0	150.0	150.0	150.0	150.0	150.0	150.0	150.0	150.0	150.0	1,800.0	\$ 459,000
		0	\$ -	0													- \$	-
		0	\$ -	0													- \$	-
		0	\$ -	0													- \$	-
		0	\$ -	0													- \$	-
	Work Plan/Schedule Management Subtotal				150.0	150.0	150.0	150.0	150.0	150.0	150.0	150.0	150.0	150.0	150.0	150.0	1,800.0	\$ 459,000
1.3	PMO Support	BenefitsCal PMO Support	\$ 56.00	Y	173.2	173.2	173.2	173.2	173.2	173.2	173.2	173.2	173.2	173.2	173.2	173.2	2,078.0	\$ 116,366
		0	\$ -	0													- \$	-
		0	\$ -	0													- \$	-
		0	\$ -	0													- \$	-
		0	\$ -	0													- \$	-
	PMO Support Subtotal				173.2	173.2	173.2	173.2	173.2	173.2	173.2	173.2	173.2	173.2	173.2	173.2	2,078.0	\$ 116,366
	Project Management Subtotal				473.2	473.2	473.2	473.2	473.2	473.2	473.2	473.2	473.2	473.2	473.2	473.2	5,678.0	\$ 1,079,366
2.0	SCRs																	
2.1	SCR Team Management	BenefitsCal Application	\$ 260.00	N	100.4	100.4	100.4	100.4	100.4	100.4	100.4	100.4	100.4	100.4	100.4	100.4	1,204.8	\$ 313,251
		BenefitsCal Scrum Master	\$ 96.00	Y	163.5	163.5	163.5	163.5	163.5	163.5	163.5	163.5	163.5	163.5	163.5	163.5	1,961.7	\$ 188,321
		0	\$ -	0													- \$	-
		0	\$ -	0													- \$	-
		0	\$ -	0													- \$	-
	SCR Team Management Subtotal				263.9	263.9	263.9	263.9	263.9	263.9	263.9	263.9	263.9	263.9	263.9	263.9	3,166.5	\$ 501,572
2.2	SCR Prep, Requirements & Design	BenefitsCal Product Manag	\$ 260.00	N	70.0	70.0	70.0	70.0	70.0	70.0	70.0	70.0	70.0	70.0	70.0	70.0	840.1	\$ 218,416
		BenefitsCal Business Analyst	\$ 116.00	N	149.6	149.6	149.6	149.6	149.6	149.6	149.6	149.6	149.6	149.6	149.6	149.6	1,795.4	\$ 208,262
		BenefitsCal User Centered	\$ 260.00	N	150.0	150.0	150.0	150.0	150.0	150.0	150.0	150.0	150.0	150.0	150.0	150.0	1,800.0	\$ 468,000
		BenefitsCal UX Designer	\$ 160.00	N	120.0	120.0	120.0	120.0	120.0	120.0	120.0	120.0	120.0	120.0	120.0	120.0	1,440.0	\$ 230,400
		BenefitsCal UX Designer	\$ 111.00	Y	166.0	166.0	166.0	166.0	166.0	166.0	166.0	166.0	166.0	166.0	166.0	166.0	1,991.6	\$ 221,063
	SCR Prep, Requirements & Design Subtotal				655.6	655.6	655.6	655.6	655.6	655.6	655.6	655.6	655.6	655.6	655.6	655.6	7,867.0	\$ 1,346,140
2.3	SCR Build	BenefitsCal Lead Developer	\$ 116.00	N	122.1	122.1	122.1	122.1	122.1	122.1	122.1	122.1	122.1	122.1	122.1	122.1	1,465.6	\$ 170,010
		BenefitsCal Translation C	\$ 125.00	N	150.0	150.0	150.0	150.0	150.0	150.0	150.0	150.0	150.0	150.0	150.0	150.0	1,800.0	\$ 225,000
		BenefitsCal Developer Sr	\$ 65.00	Y	200.7	200.7	200.7	200.7	200.7	200.7	200.7	200.7	200.7	200.7	200.7	200.7	2,408.2	\$ 156,534
		BenefitsCal Developer Jr	\$ 56.00	Y	331.0	331.0	331.0	331.0	331.0	331.0	331.0	331.0	331.0	331.0	331.0	331.0	3,972.0	\$ 222,432
		0	\$ -	0													- \$	-
	SCR Build Subtotal				803.8	803.8	803.8	803.8	803.8	803.8	803.8	803.8	803.8	803.8	803.8	803.8	9,645.8	\$ 773,975
2.4	SCR Test	BenefitsCal Test Manager	\$ 170.00	N	88.2	88.2	88.2	88.2	88.2	88.2	88.2	88.2	88.2	88.2	88.2	88.2	1,058.4	\$ 179,928
		BenefitsCal Test Engineer	\$ 80.00	N	147.9	147.9	147.9	147.9	147.9	147.9	147.9	147.9	147.9	147.9	147.9	147.9	1,774.8	\$ 141,986
		BenefitsCal Automation	\$ 86.00	Y	165.5	165.5	165.5	165.5	165.5	165.5	165.5	165.5	165.5	165.5	165.5	165.5	1,986.0	\$ 170,796
		0	\$ -	0													- \$	-
		0	\$ -	0													- \$	-
	SCR Test Subtotal				401.6	401.6	401.6	401.6	401.6	401.6	401.6	401.6	401.6	401.6	401.6	401.6	4,819.2	\$ 492,710
2.5	SCR Release Management	BenefitsCal Test Engineer	\$ 80.00	N	117.3	117.3	117.3	117.3	117.3	117.3	117.3	117.3	117.3	117.3	117.3	117.3	1,407.9	\$ 112,634
		BenefitsCal Test Manager	\$ 170.00	N	61.8	61.8	61.8	61.8	61.8	61.8	61.8	61.8	61.8	61.8	61.8	61.8	741.6	\$ 126,072
		0	\$ -	0													- \$	-
		0	\$ -	0													- \$	-
		0	\$ -	0													- \$	-
	SCR Release Management Subtotal				179.1	179.1	179.1	179.1	179.1	179.1	179.1	179.1	179.1	179.1	179.1	179.1	2,149.5	\$ 238,706
2.6	SCR Training/OCM	BenefitsCal Training Developer	\$ 60.00	Y	165.5	165.5	165.5	165.5	165.5	165.5	165.5	165.5	165.5	165.5	165.5	165.5	1,985.6	\$ 119,134
		0	\$ -	0													- \$	-
		0	\$ -	0													- \$	-
		0	\$ -	0													- \$	-
		0	\$ -	0													- \$	-
	SCR Training/OCM Subtotal				165.5	165.5	165.5	165.5	165.5	165.5	165.5	165.5	165.5	165.5	165.5	165.5	1,985.6	\$ 119,134
2.7	SIRFRA/ SCERFRA/ External Inquiries	BenefitsCal Lead Developer	\$ 116.00	N	30.5	30.5	30.5	30.5	30.5	30.5	30.5	30.5	30.5	30.5	30.5	30.5	366.4	\$ 42,502
		0	\$ -	0													- \$	-
		0	\$ -	0													- \$	-
		0	\$ -	0													- \$	-
		0	\$ -	0													- \$	-
	SIRFRA/ SCERFRA/ External Inquiries Subtotal				30.5	30.5	30.5	30.5	30.5	30.5	30.5	30.5	30.5	30.5	30.5	30.5	366.4	\$ 42,502
	SCR Subtotal				2,500.0	2,500.0	2,500.0	2,500.0	2,500.0	2,500.0	2,500.0	2,500.0	2,500.0	2,500.0	2,500.0	2,500.0	30,000.0	\$ 3,514,740
3.0	Tier 3 Service Desk Support																	
3.1	Tier 3 Service Desk Support	BenefitsCal Support Engineer	\$ 100.00	N	161.8	161.8	161.8	161.8	161.8	161.8	161.8	161.8	161.8	161.8	161.8	161.8	1,941.9	\$ 194,192
		BenefitsCal Support Engineer	\$ 90.00	N	160.0	160.0	160.0	160.0	160.0	160.0	160.0	160.0	160.0	160.0	160.0	160.0	1,919.7	\$ 172,773
		Benefits																

ID	Key Task	Position <From Tab 8>	Hourly Rate <From Tab 8>	Offshore (Y/N) <From Tab 8>	1	2	3	4	5	6	7	8	9	10	11	12	Total BenefitsCal Year 5: Hours	Total BenefitsCal Year 5: Price
					Aug-30	Sep-30	Oct-30	Nov-30	Dec-30	Jan-31	Feb-31	Mar-31	Apr-31	May-31	Jun-31	Jul-31		
5.4	Security Support	BenefitsCal Security Supp	\$ 140.00	N	151.2	151.2	151.2	151.2	151.2	151.2	151.2	151.2	151.2	151.2	151.2	151.2	1,814.0	\$ 253,966
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
	Security Support Subtotal				151.2	151.2	151.2	151.2	151.2	151.2	151.2	151.2	151.2	151.2	151.2	151.2	1,814.0	\$ 253,966
	Security Subtotal				545.1	545.1	545.1	545.1	545.1	545.1	545.1	545.1	545.1	545.1	545.1	545.1	6,540.8	\$ 1,034,120
6.0	Application/Architecture Evolution																	
6.1	App/Arch Team Management	BenefitsCal Application	\$ 260.00	N	24.8	24.8	24.8	24.8	24.8	24.8	24.8	24.8	24.8	24.8	24.8	24.8	297.6	\$ 77,375
		BenefitsCal Product Mar	\$ 260.00	N	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	480.0	\$ 124,792
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
	App/Arch Team Management Subtotal				64.8	64.8	64.8	64.8	64.8	64.8	64.8	64.8	64.8	64.8	64.8	64.8	777.6	\$ 202,167
6.2	App/Arch Dev/Testing/Deployment	BenefitsCal Lead Innova	\$ 220.00	N	70.2	70.2	70.2	70.2	70.2	70.2	70.2	70.2	70.2	70.2	70.2	70.2	842.4	\$ 185,328
		BenefitsCal Developer Sr	\$ 65.00	Y	130.0	130.0	130.0	130.0	130.0	130.0	130.0	130.0	130.0	130.0	130.0	130.0	1,560.0	\$ 101,400
		BenefitsCal Automation	\$ 140.00	N	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	480.0	\$ 67,200
		BenefitsCal UX Designer	\$ 141.00	Y	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	480.0	\$ 67,679
		0	\$ -	0													-	\$ -
	App/Arch Dev/Testing/Deployment Subtotal				280.2	280.2	280.2	280.2	280.2	280.2	280.2	280.2	280.2	280.2	280.2	280.2	3,362.4	\$ 421,608
6.3	Performance	BenefitsCal Automation	\$ 140.00	N	45.0	45.0	45.0	45.0	45.0	45.0	45.0	45.0	45.0	45.0	45.0	45.0	540.0	\$ 75,600
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
	Performance Subtotal				45.0	45.0	45.0	45.0	45.0	45.0	45.0	45.0	45.0	45.0	45.0	45.0	540.0	\$ 75,600
	Application/Architecture Evolution Subtotal				390.0	390.0	390.0	390.0	390.0	390.0	390.0	390.0	390.0	390.0	390.0	390.0	4,680.0	\$ 699,374
7.0	Innovation																	
7.1	Innovation Team Management	BenefitsCal Application	\$ 260.00	N	24.8	24.8	24.8	24.8	24.8	24.8	24.8	24.8	24.8	24.8	24.8	24.8	297.6	\$ 77,375
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
	Innovation Team Management Subtotal				24.8	24.8	24.8	24.8	24.8	24.8	24.8	24.8	24.8	24.8	24.8	24.8	297.6	\$ 77,375
7.2	Prepare Innovation Proposal	0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
	Prepare Innovation Proposal Subtotal				-	-	-	-	-	-	-	-	-	-	-	-	-	\$ -
7.3	Conduct POC/Pilot	BenefitsCal Innovation P	\$ -	N	44.0	43.0	43.0	44.0	43.0	43.0	44.0	43.0	43.0	44.0	43.0	43.0	520.0	\$ -
		BenefitsCal Innovation P	\$ -	Y	165.0	165.0	165.0	165.0	165.0	165.0	165.0	165.0	165.0	165.0	165.0	165.0	1,980.0	\$ -
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
	Conduct POC/Pilot Subtotal				209.0	208.0	208.0	209.0	208.0	208.0	209.0	208.0	208.0	209.0	208.0	208.0	2,500.0	\$ -
7.4	Implement Innovation	0	\$ -	0													-	\$ -
		BenefitsCal Automation	\$ 86.00	Y	80.0	80.0	80.0	80.0	80.0	80.0	80.0	80.0	80.0	80.0	80.0	80.0	960.0	\$ 82,560
		BenefitsCal UX Designer	\$ 141.00	Y	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	40.0	480.0	\$ 67,679
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
	Implement Innovation Subtotal				120.0	120.0	120.0	120.0	120.0	120.0	120.0	120.0	120.0	120.0	120.0	120.0	1,440.0	\$ 150,239
	Innovation Subtotal				353.8	352.8	352.8	353.8	352.8	352.8	353.8	352.8	352.8	353.8	352.8	352.8	4,237.6	\$ 227,614
8.0	Production Operations																	
8.1	Production Operations Management	BenefitsCal Cloud Supp	\$ 125.00	N	150.9	150.9	150.9	150.9	150.9	150.9	150.9	150.9	150.9	150.9	150.9	150.9	1,811.1	\$ 226,390
		BenefitsCal Lead Cloud	\$ 78.00	Y	166.0	166.0	166.0	166.0	166.0	166.0	166.0	166.0	166.0	166.0	166.0	166.0	1,991.6	\$ 155,341
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
	Production Operations Management Subtotal				316.9	316.9	316.9	316.9	316.9	316.9	316.9	316.9	316.9	316.9	316.9	316.9	3,802.7	\$ 381,731
8.2	Daily Ops/Production Ops	BenefitsCal Lead Cloud	\$ 95.00	N	122.2	122.2	122.2	122.2	122.2	122.2	122.2	122.2	122.2	122.2	122.2	122.2	1,466.5	\$ 139,314
		BenefitsCal Cloud Platfo	\$ 86.00	Y	166.0	166.0	166.0	166.0	166.0	166.0	166.0	166.0	166.0	166.0	166.0	166.0	1,991.6	\$ 171,274
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
	Daily Ops/Production Operations Subtotal				288.2	288.2	288.2	288.2	288.2	288.2	288.2	288.2	288.2	288.2	288.2	288.2	3,458.0	\$ 310,587
8.3	Batch & Interfaces	BenefitsCal Lead Cloud	\$ 125.00	N	75.5	75.5	75.5	75.5	75.5	75.5	75.5	75.5	75.5	75.5	75.5	75.5	905.6	\$ 113,195
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
	Batch & Interfaces Subtotal				75.5	75.5	75.5	75.5	75.5	75.5	75.5	75.5	75.5	75.5	75.5	75.5	905.6	\$ 113,195
8.4	Performance Monitoring	BenefitsCal Lead Cloud	\$ 125.00	N	75.5	75.5	75.5	75.5	75.5	75.5	75.5	75.5	75.5	75.5	75.5	75.5	905.6	\$ 113,195
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
	Performance Monitoring Subtotal				75.5	75.5	75.5	75.5	75.5	75.5	75.5	75.5	75.5	75.5	75.5	75.5	905.6	\$ 113,195
8.5	Technology Recovery	BenefitsCal Lead Cloud	\$ 125.00	N	150.9	150.9	150.9	150.9	150.9	150.9	150.9	150.9	150.9	150.9	150.9	150.9	1,811.1	\$ 226,390
		BenefitsCal Lead Cloud	\$ 60.00	Y	58.1	58.1	58.1	58.1	58.1	58.1	58.1	58.1	58.1	58.1	58.1	58.1	697.0	\$ 41,823
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
		0	\$ -	0													-	\$ -
	Technology Recovery Subtotal				209.0	209.0	209.0	209.0	209.0	209.0	209.0	209.0	209.0	209.0	209.0	209.0	2,508.2	\$ 248,212
	Production Operations Subtotal				965.0	965.0	965.0	965.0	965.0	965.0	965.0	965.0	965.0	965.0	965.0	965.0	11,580.0	\$ 1,186,921
	BenefitsCal Staff Loading Total				6,178.7	6,177.7	6,177.7	6,178.7	6,177.7	6,177.7	6,178.7	6,177.7	6,177.7	6,178.7	6,177.7	6,177.7	74,136.9	\$ 9,378,100

Average Hourly Rate \$ 126.50

Average
Monthly
Hours
Constant

Average Monthly FTEs	Average Monthly Hours
0.9	151.2
-	-
-	-
-	-
-	-
0.9	151.2
3.3	545.1
-	-
0.1	24.8
0.2	40.0
-	-
-	-
-	-
-	-
0.4	64.8
0.4	70.2
0.8	130.0
0.2	40.0
0.2	40.0
-	-
1.7	280.2
0.3	45.0
-	-
-	-
-	-
-	-
-	-
0.3	45.0
2.3	390.0
-	-
0.1	24.8
-	-
-	-
-	-
-	-
-	-
0.1	24.8
-	-
-	-
-	-
-	-
-	-
-	-
-	-
-	-
0.3	43.3
1.0	165.0
-	-
-	-
-	-
-	-
1.3	

Schedule 6.6
BenefitsCal Base Year 6 Staff Loading: Aug 2031 - Dec 2031

ID	Key Task	Position <From Tab 8>	Hourly Rate <From Tab 8>	Offshore (Y/N) <From Tab 8>	Service Month					Total BenefitsCal Year 6: Hours	Total BenefitsCal Year 6: Price
					1	2	3	4	5		
					Aug-31	Sep-31	Oct-31	Nov-31	Dec-31		
					168	168	184	144	168	832	
1.0	Project Management										
1.1	Project Management	BenefitsCal Project Manager	\$ 280.00	N	150.0	150.0	150.0	150.0	150.0	750.0	\$ 210,000
		0	\$ -	0						- \$	-
		0	\$ -	0						- \$	-
		0	\$ -	0						- \$	-
		0	\$ -	0						- \$	-
		0	\$ -	0						- \$	-
	Project Management Subtotal				150.0	150.0	150.0	150.0	150.0	750.0	\$ 210,000
1.2	Work Plan/Schedule Management	BenefitsCal Project Management Office (PMO) Lead	\$ 255.00	N	150.0	150.0	150.0	150.0	150.0	750.0	\$ 191,250
		0	\$ -	0						- \$	-
		0	\$ -	0						- \$	-
		0	\$ -	0						- \$	-
		0	\$ -	0						- \$	-
		0	\$ -	0						- \$	-
	Work Plan/Schedule Management Subtotal				150.0	150.0	150.0	150.0	150.0	750.0	\$ 191,250
1.3	PMO Support	BenefitsCal PMO Support Sr. - Off	\$ 56.00	Y	173.2	173.2	173.2	173.2	173.2	865.8	\$ 48,486
		0	\$ -	0						- \$	-
		0	\$ -	0						- \$	-
		0	\$ -	0						- \$	-
		0	\$ -	0						- \$	-
		0	\$ -	0						- \$	-
	PMO Support Subtotal				173.2	173.2	173.2	173.2	173.2	865.8	\$ 48,486
	Project Management Subtotal				473.2	473.2	473.2	473.2	473.2	2,365.8	\$ 449,736
2.0	SCRs										
2.1	SCR Team Management	BenefitsCal Application Manager	\$ 260.00	N	100.4	100.4	100.4	100.4	100.4	502.0	\$ 130,521
		BenefitsCal Scrum Master - Off	\$ 96.00	Y	163.5	163.5	163.5	163.5	163.5	817.4	\$ 78,467
		0	\$ -	0						- \$	-
		0	\$ -	0						- \$	-
		0	\$ -	0						- \$	-
	SCR Team Management Subtotal				263.9	263.9	263.9	263.9	263.9	1,319.4	\$ 208,988
2.2	SCR Prep, Requirements & Design	BenefitsCal Product Manager	\$ 260.00	N	70.0	70.0	70.0	70.0	70.0	350.0	\$ 91,007
		BenefitsCal Business Analyst - On	\$ 116.00	N	149.6	149.6	149.6	149.6	149.6	748.1	\$ 86,776
		BenefitsCal User Centered Design Lead	\$ 260.00	N	150.0	150.0	150.0	150.0	150.0	750.0	\$ 195,000
		BenefitsCal UX Designer Jr. - On	\$ 160.00	N	120.0	120.0	120.0	120.0	120.0	600.0	\$ 96,000
		BenefitsCal UX Designer Jr. - Off	\$ 111.00	Y	166.0	166.0	166.0	166.0	166.0	829.8	\$ 92,109
	SCR Prep, Requirements & Design Subtotal				655.6	655.6	655.6	655.6	655.6	3,277.9	\$ 560,892
2.3	SCR Build	BenefitsCal Lead Developer - On	\$ 116.00	N	122.1	122.1	122.1	122.1	122.1	610.7	\$ 70,837
		BenefitsCal Translation Consultant - On	\$ 125.00	N	150.0	150.0	150.0	150.0	150.0	750.0	\$ 93,750
		BenefitsCal Developer Sr. - Off	\$ 45.00	Y	200.7	200.7	200.7	200.7	200.7	1,003.4	\$ 45,222
		BenefitsCal Developer Jr. - Off	\$ 56.00	Y	331.0	331.0	331.0	331.0	331.0	1,655.0	\$ 92,680
		0	\$ -	0						- \$	-
	SCR Build Subtotal				803.8	803.8	803.8	803.8	803.8	4,019.1	\$ 322,490
2.4	SCR Test	BenefitsCal Test Manager	\$ 170.00	N	88.2	88.2	88.2	88.2	88.2	441.0	\$ 74,970
		BenefitsCal Test Engineer Jr. - On	\$ 80.00	N	147.9	147.9	147.9	147.9	147.9	739.5	\$ 59,161
		BenefitsCal Automation Engineer - Off	\$ 86.00	Y	165.5	165.5	165.5	165.5	165.5	827.5	\$ 71,165
		0	\$ -	0						- \$	-
		0	\$ -	0						- \$	-
	SCR Test Subtotal				401.6	401.6	401.6	401.6	401.6	2,008.0	\$ 205,296
2.5	SCR Release Management	BenefitsCal Test Engineer Jr. - On	\$ 80.00	N	117.3	117.3	117.3	117.3	117.3	586.6	\$ 46,931
		BenefitsCal Test Manager	\$ 170.00	N	61.8	61.8	61.8	61.8	61.8	309.0	\$ 52,530
		0	\$ -	0						- \$	-
		0	\$ -	0						- \$	-
		0	\$ -	0						- \$	-
	SCR Release Management Subtotal				179.1	179.1	179.1	179.1	179.1	895.6	\$ 99,461
2.6	SCR Training/OCM	BenefitsCal Training Developer - Off	\$ 60.00	Y	165.5	165.5	165.5	165.5	165.5	827.3	\$ 49,639
		0	\$ -	0						- \$	-
		0	\$ -	0						- \$	-
		0	\$ -	0						- \$	-
		0	\$ -	0						- \$	-
		0	\$ -	0						- \$	-
	SCR Training/OCM Subtotal				165.5	165.5	165.5	165.5	165.5	827.3	\$ 49,639
2.7	SIRFRA/ SCERFRA/ External Inquiries	BenefitsCal Lead Developer - On	\$ 116.00	N	30.5	30.5	30.5	30.5	30.5	152.7	\$ 17,709
		0	\$ -	0						- \$	-
		0	\$ -	0						- \$	-
		0	\$ -	0						- \$	-
		0	\$ -	0						- \$	-
		0	\$ -	0						- \$	-
	SIRFRA/ SCERFRA/ External Inquiries Subtotal				30.5	30.5	30.5	30.5	30.5	152.7	\$ 17,709
	SCR Subtotal				2,500.0	2,500.0	2,500.0	2,500.0	2,500.0	12,500.0	\$ 1,464,475
3.0	Tier 3 Service Desk Support										
3.1	Tier 3 Service Desk Support	BenefitsCal Support Engineer Sr. - On	\$ 100.00	N	161.8	161.8	161.8	161.8	161.8	809.1	\$ 80,913
		BenefitsCal Support Engineer Jr. - On	\$ 90.00	N	160.0	160.0	160.0	160.0	160.0	799.9	\$ 71,989
		BenefitsCal Production Support Analyst - On	\$ 100.00	N	160.0	160.0	160.0	160.0	160.0	799.9	\$ 79,988
		0	\$ -	0						- \$	-
		0	\$ -	0						- \$	-
	Tier 3 Service Desk Support Subtotal				481.8	481.8	481.8	481.8	481.8	2,408.9	\$ 232,890
	Tier 3 Service Desk Support Subtotal				481.8	481.8	481.8	481.8	481.8	2,408.9	\$ 232,890
4.0	Customer Outreach and Marketing										
4.1	Customer Outreach and Marketing	BenefitsCal Public Communications Lead	\$ 260.00	N	150.0	150.0	150.0	150.0	150.0	750.0	\$ 195,000
		BenefitsCal Business Analyst - On	\$ 119.9	N	119.9	119.9	119.9	119.9	119.9	599.7	\$ 69,565
		BenefitsCal UX Designer - Off	\$ 141.00	Y	80.0	80.0	80.0	80.0	80.0	400.1	\$ 56,412
		BenefitsCal Copywriter / Editor - On	\$ 180.00	N	60.0	60.0	60.0	60.0	60.0	299.9	\$ 53,985
		BenefitsCal PR Team (Paid Social and Media) - On	\$ 246.00	N	60.0	60.0	60.0	60.0	60.0	300.0	\$ 73,800
	Customer Outreach and Marketing Subtotal				469.9	469.9	469.9	469.9	469.9	2,349.7	\$ 448,762
	Customer Outreach and Marketing Subtotal				469.9	469.9	469.9	469.9	469.9	2,349.7	\$ 448,762
5.0	Security										
5.1	Security Team Management	BenefitsCal Security Manager	\$ 260.00	N	150.0	150.0	150.0	150.0	150.0	750.0	\$ 195,000
		0	\$ -	0						- \$	-
		0	\$ -	0						- \$	-
		0	\$ -	0						- \$	-
		0	\$ -	0						- \$	-
	Security Team Management Subtotal				150.0	150.0	150.0	150.0	150.0	750.0	\$ 195,000
5.2	Application Security	BenefitsCal Applications Security Engineer Sr. - Off	\$ 91.00	Y	166.0	166.0	166.0	166.0	166.0	829.8	\$ 75,513
		0	\$ -	0						- \$	-
		0	\$ -	0						- \$	-
		0	\$ -	0						- \$	-
		0	\$ -	0						- \$	-

Average
Monthly
Hours
Constant
166.40

Average Monthly FTEs	Average Monthly Hours
0.9	150.0
-	-
-	-
-	-
-	-
-	-
0.9	150.0
0.9	150.0
-	-
-	-
-	-
-	-
-	-
0.9	150.0
1.0	173.2
-	-
-	-
-	-
-	-
1.0	173.2
2.8	473.2
-	-
-	-
0.6	100.4
1.0	163.5
-	-
-	-
-	-
1.6	263.9
0.4	70.0
0.9	149.6
0.9	150.0
0.7	120.0
1.0	166.0
3.9	655.6
0.7	122.1
0.9	150.0
1.2	200.7
2.0	331.0
-	-
4.8	803.8
0.5	88.2
0.9	147.9
1.0	165.5
-	-
-	-
2.4	401.6
0.7	117.3
0.4	61.8
-	-
-	-
-	-
-	-
1.1	179.1
1.0	165.5
-	-
-	-
-	-
-	-
-	-
1.0	165.5
0.2	30.5
-	-
-	-
-	-
-	-
-	-
-	-
0.2	30.5
15.0	2,500.0
-	-
-	-
1.0	161.8
1.0	160.0
1.0	160.0
-	-
-	-
-	-
2.9	481.8
2.9	481.8
-	-
-	-
0.9	150.0
0.7	119.9
0.5	80.0
0.4	60.0
0.4	60.0
2.8	469.9
2.8	469.9
-	-
-	-
0.9	150.0
-	-
-	-
-	-
-	-
-	-
0.9	150.0
1.0	166.0
-	-
-	-
-	-

Offshore Hours	Onshore Hours	Offshore %
-	750.0	0%
-	-	#DIV/0!
-	-	#DIV/0!
-	-	#DIV/0!
-	-	#DIV/0!
-	750.0	0%
-	750.0	0%
-	-	#DIV/0!
-	-	#DIV/0!
-	-	#DIV/0!
-	-	#DIV/0!
-	750.0	0%
865.8	-	100%
-	-	#DIV/0!
-	-	#DIV/0!
-	-	#DIV/0!
-	-	#DIV/0!
-	-	#DIV/0!
865.8	-	100%
865.8	1,500.0	37%
-	-	-
-	502.0	0%
817.4	-	100%
-	-	#DIV/0!
-	-	#DIV/0!
-	-	#DIV/0!
817.4	502.0	62%
-	350.0	0%
-	748.1	0%
-	750.0	0%
-	600.0	0%
829.8	-	100%
829.8	2,448.1	25%
-	610.7	0%
-	750.0	0%
1,003.4	-	100%
1,655.0	-	100%
-	-	#DIV/0!
-	-	#DIV/0!
827.5	-	100%
827.5	1,180.5	41%
-	586.6	0%
-	309.0	0%
-	-	#DIV/0!
-	-	#DIV/0!
-	-	#DIV/0!
-	895.6	0%
827.3	-	100%
-	-	#DIV/0!
-	-	#DIV/0!
-	-	#DIV/0!
-	-	#DIV/0!
-	-	#DIV/0!
-	-	#DIV/0!
827.3	-	100%
-	152.7	0%
-	-	#DIV/0!
-	-	#DIV/0!
-	-	#DIV/0!
-	-	#DIV/0!
-	152.7	0%
5,960.4	6,539.6	48%
-	-	-
-	809.1	0%
-	799.9	0%
-	799.9	0%
-	-	#DIV/0!
-	-	#DIV/0!
-	2,408.9	0%
-	2,408.9	0%
-	-	-
-	750.0	0%
-	599.7	0%
400.1	-	100%
-	299.9	0%
-	300.0	0%
400.1	1,949.6	17%
400.1	1,949.6	17%
-	-	-
-	750.0	0%
-	-	#DIV/0!
-	-	#DIV/0!
-	-	#DIV/0!
-	-	#DIV/0!
-	750.0	0%
829.8	-	100%
-	-	#DIV/0!
-	-	#DIV/0!
-	-	#DIV/0!

ID	Key Task	Position <From Tab 8>	Hourly Rate <From Tab 8>	Offshore (Y/N) <From Tab 8>	1	2	3	4	5	Total BenefitsCal Year 6: Hours	Total BenefitsCal Year 6: Price
					Aug-31	Sep-31	Oct-31	Nov-31	Dec-31		
		0	\$ -	0						-	-
	Application Security Subtotal				166.0	166.0	166.0	166.0	166.0	829.8	\$ 75,513
5.3	Security Monitoring	BenefitsCal Security Support Engineer - On	\$ 140.00	N	77.9	77.9	77.9	77.9	77.9	389.7	\$ 54,551
		0	\$ -	0						-	-
		0	\$ -	0						-	-
		0	\$ -	0						-	-
		0	\$ -	0						-	-
		0	\$ -	0						-	-
	Security Monitoring Subtotal				77.9	77.9	77.9	77.9	77.9	389.7	\$ 54,551
5.4	Security Support	BenefitsCal Security Support Engineer - On	\$ 140.00	N	151.2	151.2	151.2	151.2	151.2	755.9	\$ 105,819
		0	\$ -	0						-	-
		0	\$ -	0						-	-
		0	\$ -	0						-	-
		0	\$ -	0						-	-
		0	\$ -	0						-	-
	Security Support Subtotal				151.2	151.2	151.2	151.2	151.2	755.9	\$ 105,819
	Security Subtotal				545.1	545.1	545.1	545.1	545.1	2,725.3	\$ 430,884
6.0	Application/Architecture Evolution										
6.1	App/Arch Team Management	BenefitsCal Application Manager	\$ 260.00	N	24.8	24.8	24.8	24.8	24.8	124.0	\$ 32,239
		BenefitsCal Product Manager	\$ 260.00	N	40.0	40.0	40.0	40.0	40.0	200.0	\$ 51,997
		0	\$ -	0						-	-
		0	\$ -	0						-	-
		0	\$ -	0						-	-
	App/Arch Team Management Subtotal				64.8	64.8	64.8	64.8	64.8	324.0	\$ 84,236
6.2	App/Arch Dev/Testing/Deployment	BenefitsCal Lead Innovation Consultant - On	\$ 220.00	N	70.2	70.2	70.2	70.2	70.2	351.0	\$ 77,220
		BenefitsCal Developer Sr. - Off	\$ 65.00	Y	130.0	130.0	130.0	130.0	130.0	650.0	\$ 42,250
		BenefitsCal Automation Engineer - On	\$ 140.00	N	40.0	40.0	40.0	40.0	40.0	200.0	\$ 28,000
		BenefitsCal UX Designer - Off	\$ 141.00	Y	40.0	40.0	40.0	40.0	40.0	200.0	\$ 28,200
		0	\$ -	0						-	-
	App/Arch Dev/Testing/Deployment Subtotal				280.2	280.2	280.2	280.2	280.2	1,401.0	\$ 175,670
6.3	Performance	BenefitsCal Automation Engineer - On	\$ 140.00	N	45.0	45.0	45.0	45.0	45.0	225.0	\$ 31,500
		0	\$ -	0						-	-
		0	\$ -	0						-	-
		0	\$ -	0						-	-
		0	\$ -	0						-	-
		0	\$ -	0						-	-
	Performance Subtotal				45.0	45.0	45.0	45.0	45.0	225.0	\$ 31,500
	Application/Architecture Evolution Subtotal				390.0	390.0	390.0	390.0	390.0	1,950.0	\$ 291,406
7.0	Innovation										
7.1	Innovation Team Management	BenefitsCal Application Manager	\$ 260.00	N	24.8	24.8	24.8	24.8	24.8	124.0	\$ 32,239
		0	\$ -	0						-	-
		0	\$ -	0						-	-
		0	\$ -	0						-	-
		0	\$ -	0						-	-
		0	\$ -	0						-	-
	Innovation Team Management Subtotal				24.8	24.8	24.8	24.8	24.8	124.0	\$ 32,239
7.2	Prepare Innovation Proposal	0	\$ -	0						-	-
		0	\$ -	0						-	-
		0	\$ -	0						-	-
		0	\$ -	0						-	-
		0	\$ -	0						-	-
		0	\$ -	0						-	-
	Prepare Innovation Proposal Subtotal				-	-	-	-	-	-	-
7.3	Conduct POC/Pilot	BenefitsCal Innovation POC Analyst Sr. - On	\$ -	N	44.0	43.0	43.0	44.0	43.0	217.0	\$ -
		BenefitsCal Innovation POC Analyst Sr. - Off	\$ -	Y	165.0	165.0	165.0	165.0	165.0	825.0	\$ -
		0	\$ -	0						-	-
		0	\$ -	0						-	-
		0	\$ -	0						-	-
	Conduct POC/Pilot Subtotal				209.0	208.0	208.0	209.0	208.0	1,042.0	\$ -
7.4	Implement Innovation	0	\$ -	0						-	-
		BenefitsCal Automation Engineer - Off	\$ 86.00	Y	80.0	80.0	80.0	80.0	80.0	400.0	\$ 34,400
		BenefitsCal UX Designer - Off	\$ 141.00	Y	40.0	40.0	40.0	40.0	40.0	200.0	\$ 28,200
		0	\$ -	0						-	-
		0	\$ -	0						-	-
	Implement Innovation Subtotal				120.0	120.0	120.0	120.0	120.0	600.0	\$ 62,600
	Innovation Subtotal				353.8	352.8	352.8	353.8	352.8	1,766.0	\$ 94,839
8.0	Production Operations										
8.1	Production Operations Management	BenefitsCal Cloud Support Lead - On	\$ 125.00	N	150.9	150.9	150.9	150.9	150.9	754.6	\$ 94,329
		BenefitsCal Lead Cloud Platform Engineer - Off	\$ 78.00	Y	166.0	166.0	166.0	166.0	166.0	829.8	\$ 64,726
		0	\$ -	0						-	-
		0	\$ -	0						-	-
		0	\$ -	0						-	-
	Production Operations Management Subtotal				316.9	316.9	316.9	316.9	316.9	1,584.4	\$ 159,055
8.2	Daily Ops/Production Ops	BenefitsCal Lead Cloud Platform Analyst - On	\$ 95.00	N	122.2	122.2	122.2	122.2	122.2	611.0	\$ 58,047
		BenefitsCal Cloud Platform FinOps - Off	\$ 86.00	Y	166.0	166.0	166.0	166.0	166.0	829.8	\$ 71,364
		0	\$ -	0						-	-
		0	\$ -	0						-	-
		0	\$ -	0						-	-
	Daily Ops/Production Operations Subtotal				288.2	288.2	288.2	288.2	288.2	1,440.8	\$ 129,411
8.3	Batch & Interfaces	BenefitsCal Lead Cloud Platform Engineer - On	\$ 125.00	N	75.5	75.5	75.5	75.5	75.5	377.3	\$ 47,165
		0	\$ -	0						-	-
		0	\$ -	0						-	-
		0	\$ -	0						-	-
		0	\$ -	0						-	-
		0	\$ -	0						-	-
	Batch & Interfaces Subtotal				75.5	75.5	75.5	75.5	75.5	377.3	\$ 47,165
8.4	Performance Monitoring	BenefitsCal Lead Cloud Platform Engineer - On	\$ 125.00	N	75.5	75.5	75.5	75.5	75.5	377.3	\$ 47,165
		0	\$ -	0						-	-
		0	\$ -	0						-	-
		0	\$ -	0						-	-
		0	\$ -	0						-	-
		0	\$ -	0						-	-
	Performance Monitoring Subtotal				75.5	75.5	75.5	75.5	75.5	377.3	\$ 47,165
8.5	Technology Recovery	BenefitsCal Lead Cloud Platform Engineer - On	\$ 125.00	N	150.9	150.9	150.9	150.9	150.9	754.6	\$ 94,329
		BenefitsCal Lead Cloud Platform Analyst - Off	\$ 60.00	Y	58.1	58.1	58.1	58.1	58.1	290.4	\$ 17,426
		0	\$ -	0						-	-
		0	\$ -	0						-	-
		0	\$ -	0						-	-
	Technology Recovery Subtotal				209.0	209.0	209.0	209.0	209.0	1,045.1	\$ 111,755
	Production Operations Subtotal				965.0	965.0	965.0	965.0	965.0	4,825.0	\$ 494,550
	BenefitsCal Staff Loading Total				6,178.7	6,177.7	6,177.7	6,178.7	6,177.7	30,890.7	\$ 3,907,542

Average Hourly Rate	\$ 126.50

Assumptions

Average Monthly Hours Constant

Average Monthly FTEs	Average Monthly Hours
-	-
1.0	166.0
0.5	77.9
-	-
-	-
-	-
-	-
-	-
0.5	77.9
0.9	151.2
-	-
-	-
-	-
-	-
-	-
0.9	151.2
3.3	545.1
-	-
-	-
0.1	24.8
0.2	40.0
-	-
-	-
-	-
-	-
0.4	64.8
0.4	70.2
0.8	130.0
0.2	40.0
0.2	40.0
-	-
1.7	280.2
0.3	45.0
-	-
-	-
-	-
-	-
-	-
-	-
0.3	45.0
2.3	390.0
-	-
-	-
0.1	24.8
-	-
-	-
-	-
-	-
-	-
-	-
-	-
-	-
0.1	24.8
-	-
-	-
-	-
-	-
-	-
-	-
-	-
-	-
-	-
0.3	43.4
1.0	165.0
-	-
-	-
-	-
-	-
1.3	208.4
-	-
0.5	80.0
0.2	40.0
-	-
-	-
-	-
0.7	120.0
2.1	353.2
-	-
-	-
0.9	150.9
1.0	166.0
-	-
-	-
-	-
-	-
1.9	316.9
0.7	122.2
1.0	166.0
-	-
-	-
-	-
-	-
1.7	288.2
0.5	75.5
0.5	75.5
-	-
-	-
-	-
-	-
-	-
-	-
0.5	75.5
0.9	150.9
0.3	58.1
-	-
-	-
-	-
-	-
1.3	209.0
5.8	965.0
37.1	6,178.1

Offshore Hours	Onshore Hours	Offshore %
-	-	#DIV/0!
829.8	-	100%
-	389.7	0%
-	-	#DIV/0!
-	-	#DIV/0!
-	-	#DIV/0!
-	-	#DIV/0!
-	-	#DIV/0!
-	389.7	0%
-	755.9	0%
-	-	#DIV/0!
-	-	#DIV/0!
-	-	#DIV/0!
-	-	#DIV/0!
-	-	#DIV/0!
-	755.9	0%
829.8	1,895.5	30%
-	-	
-	-	
-	124.0	0%
-	200.0	0%
-	-	#DIV/0!
-	-	#DIV/0!
-	-	#DIV/0!
-	324.0	0%
-	351.0	0%
650.0	-	100%
-	200.0	0%
200.0	-	100%
-	-	#DIV/0!
850.0	551.0	61%
-	225.0	0%
-	-	#DIV/0!
-	-	#DIV/0!
-	-	#DIV/0!
-	-	#DIV/0!
-	-	#DIV/0!
-	225.0	0%
850.0	1,100.0	44%
-	-	
-	-	
-	124.0	0%
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-	-	#DIV/0!
-	-	#DIV/0!
-	-	#DIV/0!
-	-	#DIV/0!
-	-	#DIV/0!
-	217.0	0%
825.0	-	100%
-	-	#DIV/0!
-	-	#DIV/0!
-	-	#DIV/0!
825.0	217.0	79%
-	-	#DIV/0!
400.0	-	100%
200.0	-	100%
-	-	#DIV/0!
-	-	#DIV/0!
600.0	-	100%
1,425.0	341.0	81%
-	-	
-	754.6	0%
829.8	-	100%
-	-	#DIV/0!
-	-	#DIV/0!
829.8	754.6	52%
-	611.0	0%
829.8	-	100%
-	-	#DIV/0!
-	-	#DIV/0!
-	-	#DIV/0!

ID	Key Task	Position <From Tab 8>	Hourly Rate <From Tab 8>	Offshore (Y/N) <From Tab 8>	1	2	3	4	5	Total BenefitsCal Year 6: Hours	Total BenefitsCal Year 6: Price	Average Monthly Hours Constant	Average Monthly FTEs	Average Monthly Hours	Offshore Hours	Onshore Hours	Offshore %
					Aug-31	Sep-31	Oct-31	Nov-31	Dec-31								
1	Line 44: Translation services are provided by our subcontractor ULG. The rate here reflects a blended rate and will cover all time spent on translation strategy, services, and QA.																
2	Line 44: We assume level of effort required for translation will vary from month to month, depending on how text intensive the enhancements to the site are, and the current frequency of marketing campaigns. We've assumed 150 hours per month, but translation services will be prioritized and addressed as part of the SCR process.																
3																	
4																	
5																	
6																	
7																	
8																	
9																	
10																	

Schedule 7.1

BenefitsCal Optional Extension Year 1 Price for Services January 2032 - December 2032

Payments: March 2032 - February 2033

#	Key Tasks/Items	Base Contract Annual Services Price/ Extended Price	% Annual Increase Applied	SFY 2031/32 Total	SFY 2032/33 Total	Total Optional Extension Year 1 Price
	Project Management/PMO Subtotal	\$ 1,080,560	10.00%	\$ 396,205.26	\$ 792,410.51	\$ 1,188,616
	SCR Subtotal	\$ 3,514,631	10.00%	\$ 1,288,697.99	\$ 2,577,395.98	\$ 3,866,094
	Level 3 Service Desk Subtotal	\$ 554,920	10.00%	\$ 203,470.78	\$ 406,941.56	\$ 610,412
	Customer Outreach and Marketing Subtotal	\$ 1,083,164	10.00%	\$ 397,160.17	\$ 794,320.34	\$ 1,191,481
	Security Subtotal	\$ 1,036,879	10.00%	\$ 380,189.14	\$ 760,378.28	\$ 1,140,567
	Application/Architecture Evolution Subtotal	\$ 695,262	10.00%	\$ 254,929.55	\$ 509,859.09	\$ 764,789
	Innovation Subtotal	\$ 227,614	10.00%	\$ 83,458.38	\$ 166,916.77	\$ 250,375
	Production Operations Subtotal	\$ 1,186,921	10.00%	\$ 435,204.22	\$ 870,408.44	\$ 1,305,613
	BenefitsCal Tasks Subtotal	\$ 9,379,951		\$ 3,439,315.48	\$ 6,878,631	\$ 10,317,946
	BenefitsCal Software and Maintenance					
	BenefitsCal Software	\$ -	0.00%	\$ -	\$ -	\$ -
	BenefitsCal Software Maintenance	\$ 262,134	5.00%	\$ 275,240	\$ -	\$ 275,240
	BenefitsCal Software Subtotal	\$ 262,134		\$ 275,240.50	\$ -	\$ 275,240
	BenefitsCal Other					
	BenefitsCal Other Services	\$ -	0.00%	\$ -	\$ -	\$ -
	BenefitsCal Language Translation Services	\$ -	0.00%	\$ -	\$ -	\$ -
	BenefitsCal Miscellaneous	\$ -	0.00%	\$ -	\$ -	\$ -
	BenefitsCal Other Subtotal	\$ -		\$ -	\$ -	\$ -
	Total BenefitsCal Optional Extension Year 1 Price	\$ 9,642,085		\$ 3,714,556	\$ 6,878,631	\$ 10,593,187

	Assumptions
1	
2	
3	
4	
5	

Schedule 7.2

BenefitsCal Optional Extension Year 2 Price for Services January 2033 - December 2033

Payments: March 2033 - February 2034

#	Key Tasks/Items	Year 1 Extension Annual Services Price/ Extended Price	% Annual Increase Applied	SFY 2032/33 Total	SFY 2033/34 Total	Total Optional Extension Year 2 Price
	Project Management/PMO Subtotal	\$ 1,188,616	0.00%	\$ 396,205.26	\$ 792,410.51	\$ 1,188,616
	SCR Subtotal	\$ 3,866,094	0.00%	\$ 1,288,697.99	\$ 2,577,395.98	\$ 3,866,094
	Level 3 Service Desk Subtotal	\$ 610,412	0.00%	\$ 203,470.78	\$ 406,941.56	\$ 610,412
	Customer Outreach and Marketing Subtotal	\$ 1,191,481	0.00%	\$ 397,160.17	\$ 794,320.34	\$ 1,191,481
	Security Subtotal	\$ 1,140,567	0.00%	\$ 380,189.14	\$ 760,378.28	\$ 1,140,567
	Application/Architecture Evolution Subtotal	\$ 764,789	0.00%	\$ 254,929.55	\$ 509,859.09	\$ 764,789
	Innovation Subtotal	\$ 250,375	0.00%	\$ 83,458.38	\$ 166,916.77	\$ 250,375
	Production Operations Subtotal	\$ 1,305,613	0.00%	\$ 435,204.22	\$ 870,408.44	\$ 1,305,613
	BenefitsCal Tasks Subtotal	\$ 10,317,946		\$ 3,439,315.48	\$ 6,878,631	\$ 10,317,946
	BenefitsCal Software and Maintenance					
	BenefitsCal Software	\$ -	0.00%	\$ -	\$ -	\$ -
	BenefitsCal Software Maintenance	\$ 275,240	5.00%	\$ 289,003	\$ -	\$ 289,003
	BenefitsCal Software Subtotal	\$ 275,240		\$ 289,002.52	\$ -	\$ 289,003
	BenefitsCal Other					
	BenefitsCal Other Services	\$ -	0.00%	\$ -	\$ -	\$ -
	BenefitsCal Language Translation Services	\$ -	0.00%	\$ -	\$ -	\$ -
	BenefitsCal Miscellaneous	\$ -	0.00%	\$ -	\$ -	\$ -
	BenefitsCal Other Subtotal	\$ -		\$ -	\$ -	\$ -
	Total BenefitsCal Optional Extension Year 2 Price	\$ 10,593,187		\$ 3,728,318	\$ 6,878,631	\$ 10,606,949

	Assumptions
1	
2	
3	
4	
5	

Schedule 7.3

BenefitsCal Optional Extension Year 3 Price for Services January 2034 - December 2034

Payments: March 2034 - February 2035

#	Key Tasks/Items	Year 2 Extension Annual Services Price/ Extended Price	% Annual Increase Applied	SFY 2033/34 Total	SFY 2034/35 Total	Total Optional Extension Year 3 Price
	Project Management/PMO Subtotal	\$ 1,188,616	0.00%	\$ 396,205.26	\$ 792,410.51	\$ 1,188,616
	SCR Subtotal	\$ 3,866,094	0.00%	\$ 1,288,697.99	\$ 2,577,395.98	\$ 3,866,094
	Level 3 Service Desk Subtotal	\$ 610,412	0.00%	\$ 203,470.78	\$ 406,941.56	\$ 610,412
	Customer Outreach and Marketing Subtotal	\$ 1,191,481	0.00%	\$ 397,160.17	\$ 794,320.34	\$ 1,191,481
	Security Subtotal	\$ 1,140,567	0.00%	\$ 380,189.14	\$ 760,378.28	\$ 1,140,567
	Application/Architecture Evolution Subtotal	\$ 764,789	0.00%	\$ 254,929.55	\$ 509,859.09	\$ 764,789
	Innovation Subtotal	\$ 250,375	0.00%	\$ 83,458.38	\$ 166,916.77	\$ 250,375
	Production Operations Subtotal	\$ 1,305,613	0.00%	\$ 435,204.22	\$ 870,408.44	\$ 1,305,613
	BenefitsCal Tasks Subtotal	\$ 10,317,946		\$ 3,439,315.48	\$ 6,878,631	\$ 10,317,946
	BenefitsCal Software and Maintenance					
	BenefitsCal Software	\$ -	0.00%	\$ -	\$ -	\$ -
	BenefitsCal Software Maintenance	\$ 289,003	5.00%	\$ 303,453	\$ -	\$ 303,453
	BenefitsCal Software Subtotal	\$ 289,003		\$ 303,452.65	\$ -	\$ 303,453
	BenefitsCal Other					
	BenefitsCal Other Services	\$ -	0.00%	\$ -	\$ -	\$ -
	BenefitsCal Language Translation Services	\$ -	0.00%	\$ -	\$ -	\$ -
	BenefitsCal Miscellaneous	\$ -	0.00%	\$ -	\$ -	\$ -
	BenefitsCal Other Subtotal	\$ -		\$ -	\$ -	\$ -
	Total BenefitsCal Optional Extension Year 3 Price	\$ 10,606,949		\$ 3,742,768	\$ 6,878,631	\$ 10,621,399

	Assumptions
1	
2	
3	
4	
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Schedule 7.4

BenefitsCal Optional Extension Year 4 Price for Services January 2035 - December 2035

Payments: March 2035 - February 2036

#	Key Tasks/Items	Year 3 Extension Annual Services Price/ Extended Price	% Annual Increase Applied	SFY 2034/35 Total	SFY 2035/36 Total	Total Optional Extension Year 4 Price
	Project Management/PMO Subtotal	\$ 1,188,616	0.00%	\$ 396,205.26	\$ 792,410.51	\$ 1,188,616
	SCR Subtotal	\$ 3,866,094	0.00%	\$ 1,288,697.99	\$ 2,577,395.98	\$ 3,866,094
	Level 3 Service Desk Subtotal	\$ 610,412	0.00%	\$ 203,470.78	\$ 406,941.56	\$ 610,412
	Customer Outreach and Marketing Subtotal	\$ 1,191,481	0.00%	\$ 397,160.17	\$ 794,320.34	\$ 1,191,481
	Security Subtotal	\$ 1,140,567	0.00%	\$ 380,189.14	\$ 760,378.28	\$ 1,140,567
	Application/Architecture Evolution Subtotal	\$ 764,789	0.00%	\$ 254,929.55	\$ 509,859.09	\$ 764,789
	Innovation Subtotal	\$ 250,375	0.00%	\$ 83,458.38	\$ 166,916.77	\$ 250,375
	Production Operations Subtotal	\$ 1,305,613	0.00%	\$ 435,204.22	\$ 870,408.44	\$ 1,305,613
	BenefitsCal Tasks Subtotal	\$ 10,317,946		\$ 3,439,315.48	\$ 6,878,631	\$ 10,317,946
	BenefitsCal Software and Maintenance					
	BenefitsCal Software	\$ -	0.00%	\$ -	\$ -	\$ -
	BenefitsCal Software Maintenance	\$ 303,453	5.00%	\$ 318,625	\$ -	\$ 318,625
	BenefitsCal Software Subtotal	\$ 303,453		\$ 318,625.28	\$ -	\$ 318,625
	BenefitsCal Other					
	BenefitsCal Other Services	\$ -	0.00%	\$ -	\$ -	\$ -
	BenefitsCal Language Translation Services	\$ -	0.00%	\$ -	\$ -	\$ -
	BenefitsCal Miscellaneous	\$ -	0.00%	\$ -	\$ -	\$ -
	BenefitsCal Other Subtotal	\$ -		\$ -	\$ -	\$ -
	Total BenefitsCal Optional Extension Year 4 Price	\$ 10,621,399		\$ 3,757,941	\$ 6,878,631	\$ 10,636,572

	Assumptions
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Schedule 8
Base BenefitsCal Hourly Rate Card

California State Fiscal Year is July through June

#	Staff Position	SFY 2025/26 Through SFY 2030/31 Hourly Rate	Offshore (Y/N)
1	BenefitsCal Project Manager	\$280.00	N
2	BenefitsCal Transition-In Lead	\$290.00	N
3	BenefitsCal Project Management Office (PMO) Lead	\$255.00	N
4	BenefitsCal Application Manager	\$260.00	N
5	BenefitsCal Product Manager	\$260.00	N
6	BenefitsCal User Centered Design Lead	\$260.00	N
7	BenefitsCal Security Manager	\$260.00	N
8	BenefitsCal Public Communications Lead	\$260.00	N
9	BenefitsCal Test Manager	\$170.00	N
10	BenefitsCal Security SMA - On	\$295.00	N
11	BenefitsCal Marketing Analytics Specialist - On	\$290.00	N
12	BenefitsCal Innovation Architect - On	\$290.00	N
13	BenefitsCal Communications Program Manager - On	\$290.00	N
14	BenefitsCal Security Incident Response Lead - On	\$290.00	N
15	BenefitsCal Strategy Analyst / Social Strategist - On	\$260.00	N
16	BenefitsCal Design Researcher - On	\$250.00	N
17	BenefitsCal Social Listening Analyst - On	\$250.00	N
18	BenefitsCal PR Team (Paid Social and Media) - On	\$246.00	N
19	BenefitsCal UX Designer - On	\$231.00	N
20	BenefitsCal Lead Innovation Consultant - On	\$220.00	N
21	BenefitsCal Copywriter / Editor - On	\$180.00	N
22	BenefitsCal Visual Designer - On	\$179.90	N
23	BenefitsCal UX Designer Jr. - On	\$160.00	N
24	BenefitsCal PMO Support Sr. - On	\$150.00	N
25	BenefitsCal Security Support Engineer - On	\$140.00	N
26	BenefitsCal Automation Engineer - On	\$140.00	N
27	BenefitsCal DevOps Engineer - On	\$135.00	N
28	BenefitsCal Translation Consultant - On	\$125.00	N
29	BenefitsCal Cloud Support Lead - On	\$125.00	N
30	BenefitsCal Lead Cloud Platform Engineer - On	\$125.00	N
31	BenefitsCal Business Analyst - On	\$116.00	N
32	BenefitsCal Lead Developer - On	\$116.00	N
33	BenefitsCal Support Engineer Sr. - On	\$100.00	N
34	BenefitsCal Production Support Analyst - On	\$100.00	N
35	BenefitsCal Lead Cloud Platform Analyst - On	\$95.00	N
36	BenefitsCal Support Engineer Jr. - On	\$90.00	N
37	BenefitsCal Test Engineer Jr. - On	\$80.00	N
38	BenefitsCal UX Designer - Off	\$141.00	Y
39	BenefitsCal UX Designer Jr. - Off	\$111.00	Y
40	BenefitsCal Scrum Master - Off	\$96.00	Y
41	BenefitsCal Applications Security Engineer Sr. - Off	\$91.00	Y
42	BenefitsCal Automation Engineer - Off	\$86.00	Y
43	BenefitsCal Cloud Platform FinOps - Off	\$86.00	Y

[illegible]

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Schedule 9
BenefitsCal Change Order Hourly Rate Card

California State Fiscal Year is July through June

#	Staff Position	Offshore (Y/N)	SFY 2025/26 Hourly Rate	SFY 2026/27 Hourly Rate	SFY 2027/28 Hourly Rate	SFY 2028/29 Hourly Rate	SFY 2029/30 Hourly Rate	SFY 2030/31 Hourly Rate	SFY 2031/32 Hourly Rate	SFY 2032/33 Hourly Rate	SFY 2033/34 Hourly Rate	SFY 2034/35 Hourly Rate	SFY 2035/36 Hourly Rate
1	BenefitsCal Product Manager	N	\$ 286.00	\$ 286.00	\$ 286.00	\$ 286.00	\$ 286.00	\$ 286.00	\$ 314.60	\$ 314.60	\$ 314.60	\$ 314.60	\$ 314.60
2	BenefitsCal Security SMA - On	N	\$ 324.50	\$ 324.50	\$ 324.50	\$ 324.50	\$ 324.50	\$ 324.50	\$ 356.95	\$ 356.95	\$ 356.95	\$ 356.95	\$ 356.95
3	BenefitsCal Marketing Analytics Specialist - On	N	\$ 319.00	\$ 319.00	\$ 319.00	\$ 319.00	\$ 319.00	\$ 319.00	\$ 350.90	\$ 350.90	\$ 350.90	\$ 350.90	\$ 350.90
4	BenefitsCal Innovation Architect - On	N	\$ 319.00	\$ 319.00	\$ 319.00	\$ 319.00	\$ 319.00	\$ 319.00	\$ 350.90	\$ 350.90	\$ 350.90	\$ 350.90	\$ 350.90
5	BenefitsCal Communications Program Manager - On	N	\$ 319.00	\$ 319.00	\$ 319.00	\$ 319.00	\$ 319.00	\$ 319.00	\$ 350.90	\$ 350.90	\$ 350.90	\$ 350.90	\$ 350.90
6	BenefitsCal Security Incident Response Lead - On	N	\$ 319.00	\$ 319.00	\$ 319.00	\$ 319.00	\$ 319.00	\$ 319.00	\$ 350.90	\$ 350.90	\$ 350.90	\$ 350.90	\$ 350.90
7	BenefitsCal PR Team (Paid Social and Media) - On	N	\$ 270.60	\$ 270.60	\$ 270.60	\$ 270.60	\$ 270.60	\$ 270.60	\$ 297.66	\$ 297.66	\$ 297.66	\$ 297.66	\$ 297.66
8	BenefitsCal Strategy Analyst / Social Strategist - On	N	\$ 286.00	\$ 286.00	\$ 286.00	\$ 286.00	\$ 286.00	\$ 286.00	\$ 314.60	\$ 314.60	\$ 314.60	\$ 314.60	\$ 314.60
9	BenefitsCal Design Researcher - On	N	\$ 275.00	\$ 275.00	\$ 275.00	\$ 275.00	\$ 275.00	\$ 275.00	\$ 302.50	\$ 302.50	\$ 302.50	\$ 302.50	\$ 302.50
10	BenefitsCal Lead Innovation Consultant - On	N	\$ 242.00	\$ 242.00	\$ 242.00	\$ 242.00	\$ 242.00	\$ 242.00	\$ 266.20	\$ 266.20	\$ 266.20	\$ 266.20	\$ 266.20
11	BenefitsCal Copywriter Sr. / Editor Sr./ Visual Designer Sr. - On	N	\$ 242.00	\$ 242.00	\$ 242.00	\$ 242.00	\$ 242.00	\$ 242.00	\$ 266.20	\$ 266.20	\$ 266.20	\$ 266.20	\$ 266.20
12	BenefitsCal Social Listening Analyst - On	N	\$ 275.00	\$ 275.00	\$ 275.00	\$ 275.00	\$ 275.00	\$ 275.00	\$ 302.50	\$ 302.50	\$ 302.50	\$ 302.50	\$ 302.50
13	BenefitsCal UX Designer - On	N	\$ 254.10	\$ 254.10	\$ 254.10	\$ 254.10	\$ 254.10	\$ 254.10	\$ 279.51	\$ 279.51	\$ 279.51	\$ 279.51	\$ 279.51
14	BenefitsCal Visual Designer - On	N	\$ 197.89	\$ 197.89	\$ 197.89	\$ 197.89	\$ 197.89	\$ 197.89	\$ 217.68	\$ 217.68	\$ 217.68	\$ 217.68	\$ 217.68
15	BenefitsCal Copywriter / Editor - On	N	\$ 198.00	\$ 198.00	\$ 198.00	\$ 198.00	\$ 198.00	\$ 198.00	\$ 217.80	\$ 217.80	\$ 217.80	\$ 217.80	\$ 217.80
16	BenefitsCal Scrum Master - On	N	\$ 187.00	\$ 187.00	\$ 187.00	\$ 187.00	\$ 187.00	\$ 187.00	\$ 205.70	\$ 205.70	\$ 205.70	\$ 205.70	\$ 205.70
17	BenefitsCal UX Designer Jr. - On	N	\$ 176.00	\$ 176.00	\$ 176.00	\$ 176.00	\$ 176.00	\$ 176.00	\$ 193.60	\$ 193.60	\$ 193.60	\$ 193.60	\$ 193.60
18	BenefitsCal PMO Support Sr. - On	N	\$ 165.00	\$ 165.00	\$ 165.00	\$ 165.00	\$ 165.00	\$ 165.00	\$ 181.50	\$ 181.50	\$ 181.50	\$ 181.50	\$ 181.50
19	BenefitsCal Security Support Engineer - On	N	\$ 154.00	\$ 154.00	\$ 154.00	\$ 154.00	\$ 154.00	\$ 154.00	\$ 169.40	\$ 169.40	\$ 169.40	\$ 169.40	\$ 169.40
20	BenefitsCal Automation Engineer - On	N	\$ 154.00	\$ 154.00	\$ 154.00	\$ 154.00	\$ 154.00	\$ 154.00	\$ 169.40	\$ 169.40	\$ 169.40	\$ 169.40	\$ 169.40
21	BenefitsCal Performance Test Specialist - On	N	\$ 154.00	\$ 154.00	\$ 154.00	\$ 154.00	\$ 154.00	\$ 154.00	\$ 169.40	\$ 169.40	\$ 169.40	\$ 169.40	\$ 169.40
22	BenefitsCal DevOps Engineer - On	N	\$ 148.50	\$ 148.50	\$ 148.50	\$ 148.50	\$ 148.50	\$ 148.50	\$ 163.35	\$ 163.35	\$ 163.35	\$ 163.35	\$ 163.35
23	BenefitsCal Translation Consultant - On	N	\$ 137.50	\$ 137.50	\$ 137.50	\$ 137.50	\$ 137.50	\$ 137.50	\$ 151.25	\$ 151.25	\$ 151.25	\$ 151.25	\$ 151.25
24	BenefitsCal Cloud Support Lead - On	N	\$ 137.50	\$ 137.50	\$ 137.50	\$ 137.50	\$ 137.50	\$ 137.50	\$ 151.25	\$ 151.25	\$ 151.25	\$ 151.25	\$ 151.25
25	BenefitsCal Business Analyst - On	N	\$ 127.60	\$ 127.60	\$ 127.60	\$ 127.60	\$ 127.60	\$ 127.60	\$ 140.36	\$ 140.36	\$ 140.36	\$ 140.36	\$ 140.36
26	BenefitsCal Lead Developer - On	N	\$ 127.60	\$ 127.60	\$ 127.60	\$ 127.60	\$ 127.60	\$ 127.60	\$ 140.36	\$ 140.36	\$ 140.36	\$ 140.36	\$ 140.36
27	BenefitsCal Lead Cloud Platform Engineer - On	N	\$ 137.50	\$ 137.50	\$ 137.50	\$ 137.50	\$ 137.50	\$ 137.50	\$ 151.25	\$ 151.25	\$ 151.25	\$ 151.25	\$ 151.25
28	BenefitsCal Support Engineer Sr. - On	N	\$ 110.00	\$ 110.00	\$ 110.00	\$ 110.00	\$ 110.00	\$ 110.00	\$ 121.00	\$ 121.00	\$ 121.00	\$ 121.00	\$ 121.00
29	BenefitsCal Production Support Analyst - On	N	\$ 110.00	\$ 110.00	\$ 110.00	\$ 110.00	\$ 110.00	\$ 110.00	\$ 121.00	\$ 121.00	\$ 121.00	\$ 121.00	\$ 121.00
30	BenefitsCal Lead Cloud Platform Analyst - On	N	\$ 104.50	\$ 104.50	\$ 104.50	\$ 104.50	\$ 104.50	\$ 104.50	\$ 114.95	\$ 114.95	\$ 114.95	\$ 114.95	\$ 114.95
31	BenefitsCal Support Engineer Jr. - On	N	\$ 99.00	\$ 99.00	\$ 99.00	\$ 99.00	\$ 99.00	\$ 99.00	\$ 108.90	\$ 108.90	\$ 108.90	\$ 108.90	\$ 108.90
32	BenefitsCal Test Engineer Jr. - On	N	\$ 88.00	\$ 88.00	\$ 88.00	\$ 88.00	\$ 88.00	\$ 88.00	\$ 96.80	\$ 96.80	\$ 96.80	\$ 96.80	\$ 96.80
33	BenefitsCal UX Designer - Off	Y	\$ 155.10	\$ 155.10	\$ 155.10	\$ 155.10	\$ 155.10	\$ 155.10	\$ 170.61	\$ 170.61	\$ 170.61	\$ 170.61	\$ 170.61
34	BenefitsCal Copywriter Sr. / Editor Sr/ Visual Design Sr. - Off	Y	\$ 126.50	\$ 126.50	\$ 126.50	\$ 126.50	\$ 126.50	\$ 126.50	\$ 139.15	\$ 139.15	\$ 139.15	\$ 139.15	\$ 139.15
35	BenefitsCal UX Designer Jr. - Off	Y	\$ 122.10	\$ 122.10	\$ 122.10	\$ 122.10	\$ 122.10	\$ 122.10	\$ 134.31	\$ 134.31	\$ 134.31	\$ 134.31	\$ 134.31
36	BenefitsCal Business Analyst - Off	Y	\$ 110.00	\$ 110.00	\$ 110.00	\$ 110.00	\$ 110.00	\$ 110.00	\$ 121.00	\$ 121.00	\$ 121.00	\$ 121.00	\$ 121.00
37	BenefitsCal Copywriter / Editor / Visual Designer - Off	Y	\$ 110.00	\$ 110.00	\$ 110.00	\$ 110.00	\$ 110.00	\$ 110.00	\$ 121.00	\$ 121.00	\$ 121.00	\$ 121.00	\$ 121.00
38	BenefitsCal Scrum Master - Off	Y	\$ 105.60	\$ 105.60	\$ 105.60	\$ 105.60	\$ 105.60	\$ 105.60	\$ 116.16	\$ 116.16	\$ 116.16	\$ 116.16	\$ 116.16
39	BenefitsCal Applications Security Engineer Sr. - Off	Y	\$ 100.10	\$ 100.10	\$ 100.10	\$ 100.10	\$ 100.10	\$ 100.10	\$ 110.11	\$ 110.11	\$ 110.11	\$ 110.11	\$ 110.11
40	BenefitsCal Automation Engineer - Off	Y	\$ 94.60	\$ 94.60	\$ 94.60	\$ 94.60	\$ 94.60	\$ 94.60	\$ 104.06	\$ 104.06	\$ 104.06	\$ 104.06	\$ 104.06
41	BenefitsCal Cloud Platform FinOps - Off	Y	\$ 94.60	\$ 94.60	\$ 94.60	\$ 94.60	\$ 94.60	\$ 94.60	\$ 104.06	\$ 104.06	\$ 104.06	\$ 104.06	\$ 104.06
42	BenefitsCal Lead Developer / Production Support Lead / Innova	Y	\$ 85.80	\$ 85.80	\$ 85.80	\$ 85.80	\$ 85.80	\$ 85.80	\$ 94.38	\$ 94.38	\$ 94.38	\$ 94.38	\$ 94.38
43	BenefitsCal Lead Cloud Platform Engineer - Off	Y	\$ 85.80	\$ 85.80	\$ 85.80	\$ 85.80	\$ 85.80	\$ 85.80	\$ 94.38	\$ 94.38	\$ 94.38	\$ 94.38	\$ 94.38
44	BenefitsCal Innovation Analyst Sr. - Off	Y	\$ 71.50	\$ 71.50	\$ 71.50	\$ 71.50	\$ 71.50	\$ 71.50	\$ 78.65	\$ 78.65	\$ 78.65	\$ 78.65	\$ 78.65
45	BenefitsCal Developer Sr. - Off	Y	\$ 71.50	\$ 71.50	\$ 71.50	\$ 71.50	\$ 71.50	\$ 71.50	\$ 78.65	\$ 78.65	\$ 78.65	\$ 78.65	\$ 78.65
46	BenefitsCal Training Developer - Off	Y	\$ 66.00	\$ 66.00	\$ 66.00	\$ 66.00	\$ 66.00	\$ 66.00	\$ 72.60	\$ 72.60	\$ 72.60	\$ 72.60	\$ 72.60
47	BenefitsCal Lead Cloud Platform Analyst - Off	Y	\$ 66.00	\$ 66.00	\$ 66.00	\$ 66.00	\$ 66.00	\$ 66.00	\$ 72.60	\$ 72.60	\$ 72.60	\$ 72.60	\$ 72.60
48	BenefitsCal Test Engineer Jr. - Off	Y	\$ 66.00	\$ 66.00	\$ 66.00	\$ 66.00	\$ 66.00	\$ 66.00	\$ 72.60	\$ 72.60	\$ 72.60	\$ 72.60	\$ 72.60
49	BenefitsCal Developer Jr. - Off	Y	\$ 61.60	\$ 61.60	\$ 61.60	\$ 61.60	\$ 61.60	\$ 61.60	\$ 67.76	\$ 67.76	\$ 67.76	\$ 67.76	\$ 67.76
50	BenefitsCal PMO Support Sr. - Off	Y	\$ 61.60	\$ 61.60	\$ 61.60	\$ 61.60	\$ 61.60	\$ 61.60	\$ 67.76	\$ 67.76	\$ 67.76	\$ 67.76	\$ 67.76

[illegible]

	Assumptions
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Schedule 10. BenefitsCal AWS IaaS Resources

- Instructions:
- 1 - Using the AWS pricing calculator found here: <https://calculator.s3.amazonaws.com/index.html>.
 - 2 - Select "US West (Oregon)" for the region.
 - 3 - Create your resources as needed from the pricing calculator.
 - 4 - Be sure to include storage and data transfer costs.
 - 5 - Use "On-Demand" for the billing option.
 - 6 - Enter each resource on a row below. Add new rows as needed.
 - 7 - Do NOT include support costs.

#	AWS Resource List	Resource Type	Quantity	Monthly Cost	Total Monthly Cost	Notes
1	Cloud watch - Application signals		1	\$ 1,200	\$ 1,200	We understand the application is cloud native application and can support the utilization of application performance monitoring Assumed volumes:100 detailed metrics, 10000 hits,100 composite alarms, 2 canaries metrics and 10GB of logs per month. .
2	AWS WorkSpaces		60	\$ 264	\$ 15,828	Operating system (Windows), License (Included), Bundle type (PowerPro (8 vCPU, 32GB RAM)), Root volume (175 GB), User volume (100 GB), Number of WorkSpaces (60)
3				\$ -	\$ -	
4				\$ -	\$ -	
5				\$ -	\$ -	
6				\$ -	\$ -	
7				\$ -	\$ -	
8				\$ -	\$ -	
9				\$ -	\$ -	
10				\$ -	\$ -	
	Total		61		\$ 17,028	

	Assumptions
1	All AWS workspaces images and templates will be maintained by the CalSAWS Infrastructure Contractor.
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Schedule 11
BenefitsCal Other Items Price

Other Line Items	Units	Price Per Unit	Annual Price/ Extended Price	% Annual Increase Applied	SFY 2025/26	SFY 2026/27	SFY 2027/28	SFY 2028/29	SFY 2029/30	SFY 2030/31	SFY 2031/32	Total M&E Other Price
Other Services												
Item 1		\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Item 2			\$ -	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Item 3			\$ -	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Other Services Subtotal	-		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Language Translation Services												
Item 1		\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Item 2			\$ -	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Item 3			\$ -	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Language Translation Services Subtotal	-		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous Items												
Item 1		\$ -	\$ -	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Item 2			\$ -	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Item 3			\$ -	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Miscellaneous Items Subtotal	-		\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Total Other/Miscellaneous Items Price			\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -

	Assumptions
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EXHIBIT D

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

CONSORTIUM CONTRACT: _____

CONTRACTOR/EMPLOYER NAME: _____

CONTRACT NUMBER _____

GENERAL INFORMATION

The Contractor referenced above has entered into the above-referenced Consortium Contract with the California Statewide Automated Welfare System (hereafter sometimes "Consortium") to provide certain services to the Consortium. The Consortium requires your signature on this Contractor Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement.

EMPLOYEE ACKNOWLEDGMENT

I understand and agree that the above-referenced Contractor is my sole employer for purposes of the above-referenced Consortium Contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the Consortium Contract.

I understand and agree that I am not an employee of the Consortium for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the Consortium by virtue of my performance of work under the Consortium Contract. I understand and agree that I do not have and will not acquire any rights or benefits from the Consortium pursuant to any agreement between any person or entity and the Consortium.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the Consortium Contract is contingent upon my passing, to the reasonable satisfaction of the Consortium, any and all such investigations. I understand and agree that my failure to pass, to the reasonable satisfaction of the Consortium, any such investigation shall result in my immediate release from performance under the Consortium Contract and/or any future contract with the Consortium.

CONFIDENTIALITY

I may be involved with work pertaining to services provided by the Consortium and, if so, I may have access to Personally Identifiable Information (PII) and Personal Health Information (PHI) pertaining to persons receiving services from the Consortium. In addition, I may also have access to documents, software programs and documentation, designs, specifications, configurations, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, notes, algorithms, formulas, processes, procedures, manuals, data, and information and/or tools of all types, relating to the that are owned, copyrighted, and/or supplied by the Consortium, the above-referenced Contractor, or other vendors doing business with the Consortium. All PII, PHI, and other documents and materials referenced above shall hereinafter be referred to as "Confidential Information." The Consortium has a legal obligation to protect all such

“Confidential Information,” including, without limitation, data, information and materials concerning health, criminal and welfare recipient records.

I understand that if I am involved in Consortium work, the Consortium must ensure that I, too, will protect all Confidential Information. Consequently, I understand that I must sign this Agreement as a condition of my work to be provided by the above-referenced Contractor for the Consortium. I have read this Agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any Confidential Information. I agree to use and maintain all Confidential Information in accordance with the restrictions found in California Welfare and Institutions Code Section 10850 and California Department of Social Services, Manual of Policies and Procedures Chapter 19-000. I agree to forward all requests for the disclosure or release of any data, information, or materials received by me to my immediate supervisor.

I agree to protect from loss and to keep Confidential Information, including without limitation all health, criminal and welfare recipient records and all data, information and materials pertaining to persons and/or entities receiving services from the Consortium, design concepts, algorithms, programs, formats, documentation, vendor proprietary information, and all other original materials produced, created or provided to or by me as related to the Consortium Contract. I agree to protect this Confidential Information against disclosure to other than the above-referenced Contractor or Consortium employees who have a need to know the information. I agree that if Confidential Information of the Consortium, the above-referenced Contractor, or other vendors doing business with the Consortium is provided to me during this employment, I shall keep such data, information and materials confidential.

I agree to report to my immediate supervisor any and all violations of the above-referenced Consortium Contract or this Agreement by myself and/or by any other person of whom I become aware. I agree to return all Confidential Information to my immediate supervisor upon completion of my work on the Consortium Contract, or termination of my employment with the above Contractor, whichever occurs first.

I understand and agree that breach of this Agreement may cause irreparable harm for which money damages may not provide adequate compensation, and that Consortium is entitled to seek injunctive relief against any breach or threatened breach of confidentiality (without proving actual damage or posting a bond or other security). I further understand and agree that the confidentiality and non-disclosure obligations contained in this Exhibit D as well as the Consortium Contract shall last in perpetuity.

INTELLECTUAL PROPERTY ASSIGNMENT

Subject to the provisions of the Consortium Contract referenced above and Contractor's ownership of Contractor Technology as defined at Section 10.4 therein, and solely as necessary to effectuate any ownership rights granted to the Consortium therein, I agree that all materials, documents, software programs and documentation, designs, specifications, configurations, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, notes, algorithms, formulas, processes, procedures, manuals, data, and information and/or tools of all types, relating to the [PROJECT NAME], and all updates thereto, as well as all CalSAWS Data, CalSAWS Project Control Document, acceptance test criteria, acceptance test plans, departmental procedures and processes, and Deliverables, as such terms are defined or described in the Consortium Contract described above, developed or acquired by me in whole or in part

pursuant to the Consortium Contract, and all works based thereon, incorporated therein, or derived therefrom, shall be the sole property of the Consortium. I hereby assign and transfer to the Consortium in perpetuity for all purposes all my right, title, and interest in and to all such items, including, without limitation, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof.

Subject to the provisions of the Consortium Contract and Contractor's ownership of Contractor Technology as defined at Section 10.4 therein, I acknowledge that the Services performed under the Consortium Contract, and all Deliverables and work product that results from such Services, are being created for use the Consortium's use and, as such, constitutes a "work made for hire" as defined at Title 17 United State Code section 101 and, at all stages of development, the Services shall be and remain the sole and exclusive property of the Consortium. At Consortium's sole discretion, Consortium may make changes in, deletions from, or additions to the Services and work products in accordance with the Consortium Contract. If for any reason the results and proceeds of the work and Services hereunder are determined at any time not to be a work made for hire, I hereby irrevocably transfer and assign to Consortium all right, title and interest therein, including all copyrights, as well as all renewals and extensions thereto, subject at all times to Contractor's ownership of Contractor Technology.

Subject to the provisions of the Consortium Contract, whenever requested by the Consortium, I agree to promptly execute and deliver to the Consortium all papers, instruments, and other documents requested by the Consortium, and to promptly perform all other acts requested by the Consortium, to carry out the terms of this Agreement, including, without limitation, executing an assignment and transfer of copyright in a form substantially similar to the Assignment and Transfer of Copyright attached hereto and incorporated herein by reference.

Subject to the provisions of the Consortium Contract, the Consortium shall have the right to register all copyrights in the name of the Consortium and shall have the right to assign, license, or otherwise transfer any and all of the Consortium's right, title, and interest, including, without limitation, copyrights, in and to the items described above.

In the event that this section does not provide Consortium with full ownership, right, title, and interest in Deliverables and work product as described above and set forth in the Consortium Contract, I hereby grant Consortium a perpetual, irrevocable, fully paid, royalty-free, worldwide license to reproduce, create derivative works from, distribute, publicly display, publicly perform, and use such Deliverables and work product, with the right to sublicense any and all item of such Deliverables and work products.

I acknowledge that violation of this Agreement may subject me to civil and/or criminal action under this Contractor Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement and/or applicable law.

Date: _____

Name: _____
(Contractor Employee's Signature)

Name: _____
(Print Contractor Employee's Name)

Working Title: _____

Original: Contractor
Copy: Contractor Employee

ASSIGNMENT AND TRANSFER OF INTELLECTUAL PROPERTY

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, _____, an individual (hereafter "Grantor"), does hereby assign, grant, convey and transfer to the Consortium (hereafter "Grantee") and its successors and assigns throughout the world in perpetuity, all of Grantor's right, title and interest of every kind and nature in and to all materials, documents, software programs and documentation, designs, specifications, configurations, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, notes, algorithms, formulas, processes, procedures, manuals, data, and information and/or tools of all types, relating to the [PROJECT NAME], and all updates thereto, as well as all CalSAWS Data, CalSAWS Project Control Document, acceptance test criteria, acceptance test plans, departmental procedures and processes, and Deliverables, as such terms are defined or described in the Consortium Contract described above, and further including any and all items developed under the Agreement, including, without limitation, all right, title and interest in and to all copyrights and works protectable by copyright and all renewals and extensions thereof (collectively referred to herein as "Works") and in and to all copyrights and right, title, and interest of every kind or nature, without limitation, in and to all works based thereon, incorporated in, derived from, or related to, the Works or from which the Works are derived.

Without limiting the generality of the foregoing, the aforesaid conveyance and assignment shall include, without limitation, all prior choses-in-action, at law, in equity and otherwise, the right to recover all damages and other sums, and the right to other relief allowed or awarded at law, in equity, by statute, or otherwise.

[CONTRACTOR NAME] and Grantee have entered into Consortium Contract Number _____ for _____, dated _____, and any amendments thereto (collectively referred to herein as "Agreement").

GRANTOR: _____
(Signature)

DATE: ____/____/____

NAME: _____
(Print)

WORKING TITLE: _____

EXHIBIT E

SUBCONTRACTOR EMPLOYEE ACKNOWLEDGEMENT, CONFIDENTIALITY, AND INTELLECTUAL PROPERTY ASSIGNMENT AGREEMENT

CONSORTIUM CONTRACT: _____

SUBCONTRACTOR/EMPLOYER NAME: _____

CONTRACT NUMBER _____

GENERAL INFORMATION

The Subcontractor referenced above has entered into the above-referenced Consortium Contract with the California Statewide Automated Welfare System (hereafter sometimes "Consortium") to provide certain services to the Consortium. The Consortium requires your signature on this Subcontractor Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement.

EMPLOYEE ACKNOWLEDGMENT

I understand and agree that the above-referenced Subcontractor is my sole employer for purposes of the above-referenced Consortium Contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the Consortium Contract.

I understand and agree that I am not an employee of the Consortium for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the Consortium by virtue of my performance of work under the Consortium Contract. I understand and agree that I do not have and will not acquire any rights or benefits from the Consortium pursuant to any agreement between any person or entity and the Consortium.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the Consortium Contract is contingent upon my passing, to the reasonable satisfaction of the Consortium, any and all such investigations. I understand and agree that my failure to pass, to the reasonable satisfaction of the Consortium, any such investigation shall result in my immediate release from performance under the Consortium Contract and/or any future contract with the Consortium.

CONFIDENTIALITY

I may be involved with work pertaining to services provided by the Consortium and, if so, I may have access to Personally Identifiable Information (PII) and Personal Health Information (PHI) pertaining to persons receiving services from the Consortium. In addition, I may also have access to documents, software programs and documentation, designs, specifications, configurations, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, notes, algorithms, formulas, processes, procedures, manuals, data, and information and/or tools of all types, relating to the that are owned, copyrighted, and/or supplied by the Consortium, the above-referenced Subcontractor, or other vendors doing business with the Consortium. All PII,

PHI, and other documents and materials referenced above shall hereinafter be referred to as "Confidential Information." The Consortium has a legal obligation to protect all such "Confidential Information," including, without limitation, data, information and materials concerning health, criminal and welfare recipient records.

I understand that if I am involved in Consortium work, the Consortium must ensure that I, too, will protect all Confidential Information. Consequently, I understand that I must sign this Agreement as a condition of my work to be provided by the above-referenced Subcontractor for the Consortium. I have read this Agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any Confidential Information. I agree to use and maintain all Confidential Information in accordance with the restrictions found in California Welfare and Institutions Code Section 10850 and California Department of Social Services, Manual of Policies and Procedures Chapter 19-000. I agree to forward all requests for the disclosure or release of any data, information, or materials received by me to my immediate supervisor.

I agree to protect from loss and to keep Confidential Information, including without limitation all health, criminal and welfare recipient records and all data, information and materials pertaining to persons and/or entities receiving services from the Consortium, design concepts, algorithms, programs, formats, documentation, vendor proprietary information, and all other original materials produced, created or provided to or by me as related to the Consortium Contract. I agree to protect this Confidential Information against disclosure to other than the above-referenced Subcontractor or Consortium employees who have a need to know the information. I agree that if Confidential Information of the Consortium, the above-referenced Subcontractor, or other vendors doing business with the Consortium is provided to me during this employment, I shall keep such data, information and materials confidential.

I agree to report to my immediate supervisor any and all violations of the above-referenced Consortium Contract or this Agreement by myself and/or by any other person of whom I become aware. I agree to return all Confidential Information to my immediate supervisor upon completion of my work on the Consortium Contract, or termination of my employment with the above Subcontractor, whichever occurs first.

I understand and agree that breach of this Agreement may cause irreparable harm for which money damages may not provide adequate compensation, and that Consortium is entitled to seek injunctive relief against any breach or threatened breach of confidentiality (without proving actual damage or posting a bond or other security). I further understand and agree that the confidentiality and non-disclosure obligations contained in this Exhibit D as well as the Consortium Contract shall last in perpetuity.

INTELLECTUAL PROPERTY ASSIGNMENT

Subject to the provisions of the Consortium Contract referenced above and Subcontractor's ownership of Subcontractor Technology as defined at Section 10.4 therein, and solely as necessary to effectuate any ownership rights granted to the Consortium therein, I agree that all materials, documents, software programs and documentation, designs, specifications, configurations, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, notes, algorithms, formulas, processes, procedures, manuals, data, and information and/or tools of all types, relating to the [PROJECT NAME], and all updates thereto,

as well as all CalSAWS Data, CalSAWS Project Control Document, acceptance test criteria, acceptance test plans, departmental procedures and processes, and Deliverables, as such terms are defined or described in the Consortium Contract described above, developed or acquired by me in whole or in part pursuant to the Consortium Contract, and all works based thereon, incorporated therein, or derived therefrom, shall be the sole property of the Consortium. I hereby assign and transfer to the Consortium in perpetuity for all purposes all my right, title, and interest in and to all such items, including, without limitation, all unrestricted and exclusive copyrights, patent rights, trade secret rights, and all renewals and extensions thereof.

Subject to the provisions of the Consortium Contract and Subcontractor's ownership of Subcontractor Technology as defined at Section 10.4 therein, I acknowledge that the Services performed under the Consortium Contract, and all Deliverables and work product that results from such Services, are being created for use the Consortium's use and, as such, constitutes a "work made for hire" as defined at Title 17 United State Code section 101 and, at all stages of development, the Services shall be and remain the sole and exclusive property of the Consortium. At Consortium's sole discretion, Consortium may make changes in, deletions from, or additions to the Services and work products in accordance with the Consortium Contract. If for any reason the results and proceeds of the work and Services hereunder are determined at any time not to be a work made for hire, I hereby irrevocably transfer and assigns to Consortium all right, title and interest therein, including all copyrights, as well as all renewals and extensions thereto, subject at all times to Subcontractor's ownership of Subcontractor Technology.

Subject to the provisions of the Consortium Contract, whenever requested by the Consortium, I agree to promptly execute and deliver to the Consortium all papers, instruments, and other documents requested by the Consortium, and to promptly perform all other acts requested by the Consortium, to carry out the terms of this Agreement, including, without limitation, executing an assignment and transfer of copyright in a form substantially similar to the Assignment and Transfer of Copyright attached hereto and incorporated herein by reference.

Subject to the provisions of the Consortium Contract, the Consortium shall have the right to register all copyrights in the name of the Consortium and shall have the right to assign, license, or otherwise transfer any and all of the Consortium's right, title, and interest, including, without limitation, copyrights, in and to the items described above.

In the event that this section does not provide Consortium with full ownership, right, title, and interest in Deliverables and work product as described above and set forth in the Consortium Contract, I hereby grant Consortium a perpetual, irrevocable, fully paid, royalty-free, worldwide license to reproduce, create derivative works from, distribute, publicly display, publicly perform, and use such Deliverables and work product, with the right to sublicense any and all item of such Deliverables and work products.

I acknowledge that violation of this Agreement may subject me to civil and/or criminal action under this Subcontractor Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement and/or applicable law.

Date: _____

Name: _____
(Subcontractor Employee's Signature)

Name: _____
(Print Subcontractor Employee's Name)

Working Title: _____

Original: Subcontractor
Copy: Subcontractor Employee

ASSIGNMENT AND TRANSFER OF INTELLECTUAL PROPERTY

For good and valuable consideration, receipt of which is hereby acknowledged, the undersigned, _____, an individual (hereafter "Grantor"), does hereby assign, grant, convey and transfer to the Consortium (hereafter "Grantee") and its successors and assigns throughout the world in perpetuity, all of Grantor's right, title and interest of every kind and nature in and to all materials, documents, software programs and documentation, designs, specifications, configurations, plans, diagrams, reports, software development tools and aids, diagnostic aids, computer processable media, source codes, object codes, conversion aids, training documentation and aids, notes, algorithms, formulas, processes, procedures, manuals, data, and information and/or tools of all types, relating to the [PROJECT NAME], and all updates thereto, as well as all CalSAWS Data, CalSAWS Project Control Document, acceptance test criteria, acceptance test plans, departmental procedures and processes, and Deliverables, as such terms are defined or described in the Consortium Contract described above, and further including any and all items developed under the Agreement, including, without limitation, all right, title and interest in and to all copyrights and works protectable by copyright and all renewals and extensions thereof (collectively referred to herein as "Works") and in and to all copyrights and right, title, and interest of every kind or nature, without limitation, in and to all works based thereon, incorporated in, derived from, or related to, the Works or from which the Works are derived.

Without limiting the generality of the foregoing, the aforesaid conveyance and assignment shall include, without limitation, all prior choses-in-action, at law, in equity and otherwise, the right to recover all damages and other sums, and the right to other relief allowed or awarded at law, in equity, by statute, or otherwise.

[SUBCONTRACTOR NAME] and Grantee have entered into Consortium Contract Number _____ for _____, dated _____, and any amendments thereto (collectively referred to herein as "Agreement").

GRANTOR: _____
(Signature)

DATE: ____/____/____

NAME: _____
(Print)

WORKING TITLE: _____

CALSAWS CONSORTIUM PRIVACY & SECURITY
AGREEMENT NO.:

**PRIVACY AND SECURITY AGREEMENT
BETWEEN
the California Department of Social Services and the California Statewide
Automated Welfare System Joint Powers Authority**

PREAMBLE

The California Department of Social Services (CDSS) and the California Statewide Automated Welfare System Joint Powers Authority (CalSAWS Consortium) enter into this Privacy and Security Agreement (PSA) in order to ensure the privacy and security of Social Security Administration (SSA) information, Medi-Cal Eligibility Data Systems information, Income and Eligibility Verification System and Personally Identifiable Information (PII). This PSA covers the following programs:

- CalFresh;
- California Food Assistance Program;
- California Work Opportunity and Responsibility to Kids Program;
- Cash Assistance Program for Immigrants;
- Entrant Cash Assistance/Refugee Cash Assistance;
- Foster Care (eligibility);
- Kinship Guardianship Assistance Program (eligibility);
- Federal Guardianship Assistance Program (eligibility);
- General Assistance/General Relief; and
- Trafficking and Crime Victims Assistance Program.

The CalSAWS Consortium is responsible for the maintenance and operation of the case management system used by County Departments/Agencies in their administration of the program. The case management system stores PII for the purpose of assisting the County Departments/Agencies with determining eligibility.

This PSA covers the CalSAWS Consortium and its workers, who assist in the administration of, and access, use, or disclose PII.

The CalSAWS Consortium is accountable to County Departments/Agencies pursuant to law and/or one or more separate agreements, to which CDSS is not a party. County Departments/Agencies are accountable to CDSS for certain aspects of the administration of the program pursuant to law and separate agreements, to which the CalSAWS Consortium is not a party.

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The PSA is not intended to diminish or supplant in any way the distinct relationships that the CalSAWS Consortium and CDSS each have with County Departments/Agencies but reflects the recognition of the parties of the need for and desirability of a more direct relationship between them.

DEFINITIONS

For the purpose of this PSA, the following terms mean:

1. Assist in the administration of the program

Performing administrative functions on behalf of, such as establishing eligibility, determining the amount of medical assistance, and collecting PII for such purposes, to the extent such activities are authorized by law.

2. Breach

The actual loss, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for other than authorized purposes have access or potential access to PII, whether electronic, paper, verbal, or recorded.

3. Consortium Worker

CalSAWS Consortium employees, contractors, subcontractors, vendors and agents performing any functions for the CalSAWS Consortium that require access to and/or use of PII and that are authorized by the CalSAWS Consortium to access and use PII. An agent is a person or organization authorized to act on behalf of the CalSAWS Consortium.

4. PII

Information directly obtained in the course of performing an administrative function that can be used alone, or in conjunction with any other information, to identify a specific individual. PII includes any information that can be used to search for or identify individuals, or can be used to access their files, including but not limited to name, social security number (SSN), date and place of birth (DOB), mother's maiden name, driver's license number, or identification number. PII may also include any information that is linkable to an individual, such as medical, educational, financial, and employment information. PII may be electronic, paper, verbal, or recorded and includes statements made by, or attributed to, the individual.

5. Security Incident

The attempted or successful unauthorized access, use, disclosure, modification, or destruction of PII, or interference with system operations in an information system which processes PII that is under the control of the CalSAWS Consortium, or a contractor, subcontractor or vendor of the CalSAWS Consortium.

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6. Secure Areas

Any area where:

- a. CalSAWS Consortium assist in the administration of;
- b. CalSAWS Consortium use or disclose PII; or
- c. PII is stored in paper or electronic format.

7. SSA-provided or verified data (SSA data)

SSA Data means:

- a. Any information under the control of the SSA provided to CDSS under the terms of an information exchange agreement with SSA (e.g., SSA provided date of death, SSA Title II or Title XVI benefit and eligibility data, or SSA citizenship verification); or
- b. Any information provided to CDSS, including a source other than SSA, but in which CDSS attests that SSA verified it, or couples the information with data from SSA to certify the accuracy of it (e.g., SSN and associated SSA verification indicator displayed together on a screen, file, or report, or DOB and associated SSA verification indicator displayed together on a screen, file, or report).

AGREEMENTS

CDSS and CalSAWS Consortium mutually agree as follows:

PRIVACY AND CONFIDENTIALITY

1. Consortium Workers may use or disclose PII only as permitted in this PSA and only to assist in the administration of programs in accordance with 45 CFR § 205.50 et seq. and Welfare and Institutions Code section 10850 and as otherwise required by law. Disclosures required by law or that are made with the explicit written authorization of a client, such as through an authorized release of information form, are allowable. Any other use or disclosure of PII requires the express approval in writing of CDSS. No Consortium Worker shall duplicate, disseminate or disclose PII except as allowed in this PSA.
2. Access to PII shall be restricted to Consortium Workers who need to perform their official duties to assist in the administration of the programs.
3. Consortium Workers who access, disclose or use PII in a manner or for a purpose not authorized by this PSA may be subject to civil and criminal sanctions contained in applicable federal and State statutes.

PERSONNEL CONTROLS

The CalSAWS Consortium agrees to advise Consortium Workers who have access to PII of the confidentiality of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance contained in

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applicable federal and State laws. For that purpose, the CalSAWS Consortium shall implement the following personnel controls:

1. Employee Training

Train and use reasonable measures to ensure compliance with the requirements of this PSA by Consortium Workers, including, but not limited to:

- a. Provide initial privacy and security awareness training to each new Consortium Worker within 30 days of employment;
- b. Thereafter, provide annual refresher training or reminders of the privacy and security safeguards in this PSA to all Consortium Workers. Three or more security reminders per year are recommended;
- c. Maintain records indicating each Consortium Worker's name and the date on which the privacy and security awareness training was completed and;
- d. Retain training records for a period of five years after completion of the training.

2. Employee Discipline

- a. Provide documented sanction policies and procedures for Consortium Workers who fail to comply with privacy policies and procedures or any provisions of these requirements.
- b. Sanction policies and procedures shall include termination of employment when appropriate.

3. Confidentiality Statement

Ensure that all Consortium Workers sign a confidentiality statement. The statement shall be signed by Consortium Workers prior to accessing PII and annually thereafter. Signatures may be physical or electronic.

The signed statement shall be retained for a period of five years.

- a. The statement shall include, at a minimum, a description of the following:
 - i. General Use of PII;
 - ii. Security and Privacy Safeguards for PII;
 - iii. Unacceptable Use of PII; and
 - iv. Enforcement Policies.

4. Background Screening

- a. Conduct a background screening of a Consortium Worker before they may access PII.
- b. The background screening should be commensurate with the risk and magnitude of harm the employee could cause. More thorough screening shall be done for those employees who are authorized to

CALSAWS CONSORTIUM PRIVACY & SECURITY
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bypass significant technical and operational security controls.

- c. The CalSAWS Consortium shall retain each Consortium Worker's background screening documentation for a period of three years following conclusion of employment relationship.

I. MANAGEMENT OVERSIGHT AND MONITORING

To ensure compliance with the privacy and security safeguards in this PSA the CalSAWS Consortium shall perform the following:

1. Conduct periodic privacy and security review of work activity by Consortium Workers, including random sampling of work product. Examples include, but are not limited to, access to case files or other activities related to the handling of PII.
2. The periodic privacy and security reviews shall be performed or overseen by management level personnel who are knowledgeable and experienced in the areas of privacy and information security in the administration of the program and the use or disclosure of PII.

IV. INFORMATION SECURITY AND PRIVACY STAFFING

The CalSAWS Consortium agrees to:

1. Designate information security and privacy officials who are accountable for compliance with these and all other applicable requirements stated in this PSA.
2. Provide the CDSS with applicable contact information for these designated individuals using the County PSA inbox listed in Section IX of this PSA. Any changes to this information should be reported to CDSS within ten days.
3. Assign Consortium Workers to be responsible for administration and monitoring of all security-related controls stated in this PSA.

V. TECHNICAL SECURITY CONTROLS

The State of California Office of Information Security (OIS) and SSA have adopted the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, Security and Privacy controls for Information Systems and Organizations, and NIST SP 800-37, Risk Management Framework for Information Systems and Organizations.

OIS and SSA require organizations to comply and maintain the minimum standards outlined in NIST SP 800-53 when working with PII and SSA data. CalSAWS Consortium shall, at a minimum, implement an information security program that effectively manages risk in accordance NIST SP 800-53, revision 5.

Guidance regarding implementation of NIST SP 800-53 is available in the Statewide

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Information Management Manual (SIMM), SIMM-5300-A, which is hereby incorporated into this PSA (Exhibit C) and available upon request.

Minimum Cloud Security Requirements

CalSAWS Consortium and any agents, subcontractors, and vendors storing PII in a cloud service must comply with the Cloud Computing Policy, State Administration Manual (SAM) Sections 4983-4983.1, and employ the capabilities in the Cloud Security Standard, SIMM 5315-B to protect information and systems in cloud services as outlined below.

1. Identify and classify assets to focus and prioritize efforts in aligning business needs and risk management.
2. Each information asset for which the CalSAWS Consortium entity has ownership responsibility shall be inventoried and identified to include the following:
 - a. Description and value of the information asset.
 - b. Owner of the information asset.
 - c. Custodians of the information asset.
 - d. Users of the information asset.
 - e. Classification of information.
 - f. [FIPS Publication 199](#) categorization and level of protection (Low, Moderate, or High).
 - g. Importance of information assets to the execution of the Agency/State entity's mission and program function.
 - h. Potential consequences and impacts if confidentiality, integrity, and availability of the information asset were compromised.
3. Security of cloud services stems from managing authentication and fine-grained authorization. To safeguard cloud systems, CalSAWS Consortium shall establish processes and procedures to ensure:
 - a. Maintenance of user identities, including both provisioning and de-provisioning;
 - b. Enforcement of password policies or more advanced multifactor mechanisms to authenticate users and devices;
 - c. Management of access control rules, limiting access to the minimum necessary to complete defined responsibilities;
 - d. Separation of duties to avoid functional conflicts;
 - e. Periodic recertification of access control rules to identify those that are no longer needed or provide overly broad clearance;
 - f. Use of privileged accounts that can bypass security are restricted and audited;
 - g. Systems to administer access based on roles are defined and installed; and
 - h. Encryption keys and system security certificates are effectively generated, exchanged, stored and safeguarded.
4. Infrastructure protection controls limit the impact of unintended access or

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potential vulnerabilities. PaaS and SaaS resources may already have these controls implemented by the service provider. The CalSAWS Consortium must configure information assets to provide only essential capabilities.

5. The CalSAWS Consortium is entrusted with protecting the integrity and confidentiality of data processed by their information systems. Cloud technologies simplify data protection by providing managed data storage services with native protection and backup features, but these features must be configured and managed appropriately.
6. Detective controls identify potential security threats or incidents, supporting timely investigation and response. The CalSAWS Consortium must continuously identify and remediate vulnerabilities.
7. Response controls enable timely event and incident response which is essential to reducing the impact if an incident were to occur. Compliance with incident management requirements as outlined in VII. Notification and Investigation of Breaches and Security Incidents.
8. Recover controls facilitate long-term recovery activities following events or incidents. With cloud services, primarily SaaS solutions, the services provider hosts the data in its application, and unless properly planned and provisioned for in the contract with the service provider it may be difficult or impossible to obtain the data in a usable format at contract termination. The CalSAWS Consortium must ensure agreements with cloud service providers include recover controls.

Minimum Necessary

Only the minimum necessary amount of PII required to perform required business functions applicable to the terms of this PSA may be used, disclosed, copied, downloaded, or exported.

Transmission and Storage of PII

All persons that will be working with PII shall employ FIPS 140-2 or greater approved security functions as described in section 6.2.2 of NIST SP 800-140Cr1 encryption of PII at rest and in motion unless CalSAWS Consortium determines it is not reasonable and appropriate to do so based upon a risk assessment, and equivalent alternative measures are in place and documented as such. In addition, CalSAWS Consortium shall maintain, at a minimum, the most current industry standards for transmission and storage of CDSS data and other confidential information.

The CalSAWS Consortium, its Consortium Workers and any agents, subcontractors, and vendors accessing PII pursuant to this PSA when working remotely, shall follow reasonable policies and procedures that are equivalent to or better than the CDSS Remote Work Policy, as published in [CDSS Telework Policy](#). Working remotely means working from a physical location not under the control of the person's employer.

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If CDSS changes the terms of the CDSS Remote to Work Policy, CDSS will, as soon as reasonably possible, supply copies to CWDA and the CalSAWS Consortium or its designee as well as CDSS' proposed target date for compliance. For a period of thirty (30) days, CDSS will accept input from CalSAWS Consortium or its designee on the proposed changes.

If the CalSAWS Consortium is unable to comply with these standards, the CalSAWS Consortium will be asked to develop a Plan of Action and Milestones (POAM) detailing a concrete roadmap to becoming fully compliant with the policy's standard.

The POAM must be provided to CDSS for review and approval. If CalSAWS Consortium is under a POAM, they will be required to provide quarterly updates to CDSS until fully compliant.

VI. AUDIT CONTROLS

Audit Control Mechanisms

The CalSAWS Consortium shall ensure audit control mechanisms are in place that are compliant with the Technical Security Controls within Section V of this PSA.

Notification to CDSS in event CalSAWS Consortium is subject to other Audits

If the CalSAWS Consortium is the subject of an audit, compliance review, investigation, or any proceeding that is related to the performance of its obligations pursuant to this PSA or is the subject of any judicial or administrative proceeding alleging a violation of law related to the privacy and security of PII, the CalSAWS Consortium shall promptly notify CDSS unless it is legally prohibited from doing so.

VII. PAPER, RECORD, AND MEDIA CONTROLS

Supervision of Data

PII shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office at the individual's place of employment or at home when working remotely. Unattended means that information may be observed by an individual not authorized to access the information.

Data in Vehicles

The CalSAWS Consortium shall have policies that include, based on applicable risk factors, a description of the circumstances under which the Consortium Workers can transport PII, as well as the physical security requirements during transport. If CalSAWS Consortium chooses to permit its Consortium Workers to leave records unattended in vehicles, shall include provisions in its policies to provide that the PII is stored in a non-visible area such as a trunk, that the vehicle is locked, and that under no circumstances permit PII to be left unattended in a vehicle overnight or for other extended periods of time.

Public Modes of Transportation

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PII shall not be left unattended at any time in airplanes, buses, trains, etc., inclusive of baggage areas. This should be included in training due to the nature of the risk.

Escorting Visitors

Visitors to areas where PII is contained shall be escorted, and PII shall be kept out of sight while visitors are in the area.

Confidential Destruction

PII shall be disposed of through confidential means, such as crosscut shredding or pulverizing.

Removal of Data

PII shall not be removed from the premises of the CalSAWS Consortium except for justifiable business purposes.

Faxing

1. Faxes containing PII shall not be left unattended and fax machines shall be in secure areas.
2. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them and notify the sender.
3. Fax numbers shall be verified with the intended recipient before sending the fax.

Mailing

1. Mailings containing PII shall be sealed and secured from damage or inappropriate viewing of PII to the extent possible.
2. Mailings that include 500 or more individually identifiable records containing PII in a single package shall be sent using a tracked mailing method that includes verification of delivery and receipt.

VIII. NOTIFICATION AND INVESTIGATION OF BREACHES AND SECURITY INCIDENTS

During the term of this PSA, the CalSAWS Consortium agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:

1. **Initial Notice to The Department of Health Care Services**
The Department of Health Care Services (DHCS) is acting on behalf of CDSS for purposes of processing reports of privacy and information security incidents and breaches.
2. The CalSAWS Consortium shall notify DHCS using DHCS' online incident reporting portal of any suspected security incident, intrusion, or unauthorized access, use, or disclosure of PII or potential loss of PII. When making notification, the following applies:
 - a. If a suspected security incident involves PII provided or verified by SSA, the CalSAWS Consortium shall immediately notify DHCS upon discovery. For more information on SSA data, please see the

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Definition section of this PSA.

- b. If a suspected security incident does not involve PII provided or verified by SSA, the CalSAWS Consortium shall notify DHCS promptly and in no event later than one working day of discovery of:
 - i. Unsecured PII if the PII is reasonably believed to have been accessed or acquired by an unauthorized person;
 - ii. Any suspected security incident which risks unauthorized access to PII and/or;
 - iii. Any intrusion or unauthorized access, use, or disclosure of PII in violation of this PSA; or
 - iv. Potential loss of PII affecting this PSA.
- c. Notice to DHCS shall include all information known at the time the incident is reported. The CalSAWS Consortium can submit notice via the [DHCS incident reporting portal](#).
- d. If DHCS' online incident reporting portal is unavailable, notice to DHCS can instead be made via email using the DHCS Privacy Incident Report (PIR) form. The email address to submit a PIR can be found on the PIR and in subsection H of this section. The CalSAWS Consortium shall use the [most current version of the PIR](#).
- e. If the CalSAWS Consortium is unable to notify DHCS the via the Incident Reporting Portal or email, notification can be made by telephone using the contact information listed in subsection H.
- f. A breach shall be treated as discovered by the CalSAWS Consortium as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach), who is an employee, officer or other agent of the CalSAWS Consortium.
- g. Upon discovery of a breach, security incident, intrusion, or unauthorized access, use, or disclosure of PII, the CalSAWS Consortium shall take:
 - h. Prompt corrective action to mitigate any risks or damages involved with the security incident or breach; and
 - i. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

3. Investigation of Security Incident or Breach

The CalSAWS Consortium shall immediately investigate such a security incident, breach, or unauthorized use of PII.

4. Complete Report

Within ten (10) working days of the discovery of a security incident, breach, or unauthorized use of PII, the CalSAWS Consortium shall provide any additional information related to the incident requested by DHCS. The CalSAWS Consortium shall make reasonable efforts to provide DHCS with such information.

- a. The complete report must include an assessment of all known

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factors relevant to a determination of whether a breach occurred under applicable federal and State laws. The report shall include a full, detailed corrective action plan including mitigating measures that were taken to halt and/or contain the improper use or disclosure.

- b. If CDSS requests additional information related to the incident, the CalSAWS Consortium shall make reasonable efforts to provide DHCS with such information. If necessary, the CalSAWS Consortium shall submit an updated report with revisions and/or additional information after the Completed Report has been provided. DHCS will review and determine whether a breach occurred and whether individual notification is required. CDSS will maintain the final decision making over a breach determination.

5. Notification of Individuals

If the cause of a breach is solely attributable to the CalSAWS Consortium or its agents, the CalSAWS Consortium shall notify individuals accordingly and shall pay all costs of such notifications as well as any costs associated with the breach. The notifications shall comply with applicable federal and State law. DHCS shall approve the time, manner, and content of any such notifications and their review and approval must be obtained before the notifications are made. DHCS and the CalSAWS Consortium shall work together to ensure that notification of individuals is done in compliance with statutory deadlines within applicable federal and State law.

- a. If the cause of a breach is solely attributable to DHCS or CDSS, DHCS or CDSS shall pay all costs of such notifications as well as any costs associated with the breach.
- b. If there is any question as to whether DHCS, CDSS or the CalSAWS Consortium is responsible for the breach or DHCS, CDSS and the CalSAWS Consortium acknowledge that both are responsible for the breach, DHCS, CDSS and the CalSAWS Consortium shall jointly determine responsibility for purposes of allocating the costs.
- c. All notifications (regardless of breach status) regarding beneficiaries' PII shall comply with the requirements set forth in Section 1798.29 of the California Civil Code and Section 17932 of Title 42 of United States Code, inclusive of its implementing regulations, including but not limited to the requirement that the notifications be made without unreasonable delay and in no event later than **sixty (60) calendar days** from discovery.

Responsibility for Reporting of Breaches

1. Breach Attributable to CalSAWS Consortium

If the cause of a breach of PII is attributable to the CalSAWS Consortium or its agents, subcontractors, or vendors, the CalSAWS Consortium shall be

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responsible for all required reporting of the breach.

2. Breach Attributable to DHCS or CDSS

If the cause of the breach is attributable to DHCS or CDSS, DHCS or CDSS shall be responsible for all required reporting of the breach.

3. Coordination of Reporting

When applicable law requires the breach be reported to a federal or State agency, or that notice be given to media outlets, CDSS and the CalSAWS Consortium shall coordinate to ensure such reporting is compliant with applicable law and prevent duplicate reporting and to jointly determine responsibility for purposes of allocating the costs of such reports, if any.

4. Submission of Sample Notification to Attorney General

If the cause of the breach is attributable to the CalSAWS Consortium or an agent, subcontractor, or vendor of the CalSAWS Consortium and if notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, regardless of whether CalSAWS Consortium is considered only a custodian and/or non-owner of the PII, CalSAWS Consortium shall, at its sole expense and at the sole election of CDSS, either:

- a. Electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format, content, and timeliness provisions of Section 1798.29, subdivision (e). CalSAWS Consortium shall inform the CDSS Privacy Officer of the time, manner, and content of any such submissions prior to the transmission of such submissions to the Attorney General; or
- b. Cooperate with and assist CDSS in its submission of a sample copy of the notification to the Attorney General.

5. DHCS Contact Information.

The CalSAWS Consortium shall utilize the below contact information to direct all communication/notifications of breach and security incidents to CDSS. CDSS reserves the right to make changes to the contact information by giving written notice to the CalSAWS Consortium. Said changes shall not require an amendment to this PSA or any other agreement into which it is incorporated.

DHCS Breach and Security Incident Reporting

Department of Health Care Services

Privacy Officer

c/o Data Privacy Unit

P.O. Box 997413, MS 0011 Sacramento, CA 95899-7413

Email: incidents@dhcs.ca.gov

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Telephone: (916) 445-4646

The preferred method of communication is email, when available. Do not include any PII unless requested by DHCS.

Copy CDSS at:

CDSS Breach and Security Incident Reporting

California Department of Social Services
Information Security and Privacy Bureau – CalSAWS PSA
744 P Street, MS 9-10-59
Sacramento, CA 95814-6413

Email: iso@dss.ca.gov

Telephone: (916) 651-5558

IX. CDSS PSA CONTACTS

The CalSAWS Consortium shall utilize the below contact information for any PSA-related inquiries or questions. CDSS reserves the right to make changes to the contact information by giving written notice to the CalSAWS Consortium. Said changes shall not require an amendment to this PSA or any other agreement into which it is incorporated. Please use the contact information listed in Section X of this PSA for any PII incident or breach reporting.

PSA Inquires and Questions

California Department of Social Services
Information Security and Privacy Bureau – CalSAWS PSA
744 P Street, MS 9-10-59
Sacramento, CA 95814-6413

Email: iso@dss.ca.gov

Telephone: (916) 651-5558

X. COMPLIANCE WITH SSA AGREEMENT

The CalSAWS Consortium agrees to comply with applicable privacy and security requirements in the Computer Matching and Privacy Protection Act Agreement (CMPPA) between SSA and the California Health and Human Services Agency, in the Information Exchange Agreement (IEA) between SSA and CDSS, and in the Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with SSA (TSSR), which are incorporated into this PSA within section V. Technical Security Controls and Exhibit A (available upon request).

If there is any conflict between a privacy and security standard in the CMPPA, IEA or TSSR, and a standard in this PSA, the most stringent standard shall apply. The most

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stringent standard means the standard which provides the greatest protection to PII.

If SSA changes the terms of its agreement(s) with CDSS, CDSS will, as soon as reasonably possible after receipt, supply copies to CalSAWS Consortium as well as CDSS' proposed target date for compliance. For a period of thirty (30) days, CDSS will accept input from CalSAWS Consortium on the proposed target date and adjust, if appropriate. After the thirty (30) day period, CDSS will submit the proposed target date to SSA, which will be subject to adjustment by SSA. Once a target date for compliance is determined by SSA, CDSS will supply copies of the changed agreement to CalSAWS Consortium, along with the compliance date expected by SSA. If the CalSAWS Consortium is not able to meet the SSA compliance date, the CalSAWS Consortium will be asked to develop a POAM detailing a concrete roadmap to becoming fully compliant with the policy's standard.

The POAM must be provided to CDSS for review and approval. If CalSAWS Consortium is under a POAM, they will be required to provide quarterly updates to CDSS until the fully compliant.

A copy of Exhibit A can be requested by authorized CalSAWS Consortium individuals from CDSS using the contact information listed in Section XI of this PSA.

XI. COMPLIANCE WITH DEPARTMENT OF HOMELAND SECURITY AGREEMENT

The CalSAWS Consortium agrees to comply with substantive privacy and security requirements in the Computer Matching Agreement (CMA) between the Department of Homeland Security, United States Citizenship and Immigration Services (DHS-USCIS) and CDSS, which is hereby incorporated into this PSA (Exhibit B) and available upon request. If there is any conflict between a privacy and security standard in the CMA and a standard in this PSA, the most stringent standard shall apply. The most stringent standard means the standard which provides the greatest protection to PII.

If DHS-USCIS changes the terms of its agreement(s) with CDSS, CDSS will, as soon as reasonably possible after receipt, supply copies to the CalSAWS Consortium as well as CDSS' proposed target date for compliance. For a period of thirty (30) days, CDSS will accept input from CalSAWS Consortium on the proposed target date and adjust, if appropriate. After the 30-day period, CDSS will submit the proposed target date to DHS-USCIS, which will be subject to adjustment by DHS-USCIS. Once a target date for compliance is determined by DHS-USCIS, CDSS will supply copies of the changed agreement to CalSAWS Consortium, along with the compliance date expected by DHS-USCIS. If the CalSAWS Consortium is not able to meet the DHS-USCIS compliance date, the POAM must be provided to CDSS for review and approval. If the CalSAWS Consortium is under a POAM, they will be required to provide quarterly updates to CDSS until fully compliant.

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A copy of Exhibit B can be requested by authorized CalSAWS Consortium individuals from CDSS using the contact information listed in Section IX of this PSA.

XII. CALSAWS CONSORTIUM'S AGENTS, SUBCONTRACTORS, AND VENDORS

The CalSAWS Consortium agrees to enter into written agreements with all agents, subcontractors and vendors that have access to CalSAWS Consortium PII. These agreements will impose, at a minimum, the same restrictions and conditions that apply to the CalSAWS Consortium with respect to PII upon such agents, subcontractors, and vendors.

These shall include, (1) restrictions on disclosure of PII, (2) conditions regarding the use of appropriate administrative, physical, and technical safeguards to protect PII, and, where relevant, (3) the requirement that any breach, security incident, intrusion, or unauthorized access, use, or disclosure of PII be reported to the CalSAWS Consortium. If the agents, subcontractors, and vendors of CalSAWS Consortium access data provided to CDSS and/or CDSS by SSA or DHS-USCIS, the CalSAWS Consortium shall also incorporate the PSA's Exhibits into each subcontract or subaward with agents, subcontractors, and vendors.

If CalSAWS Consortium would like assistance or guidance with this requirement are encouraged to contact CDSS via the PSA inbox at CountyPSA@CDSS.ca.gov.

XIII. ASSESSMENTS AND REVIEWS

In order to enforce this PSA and ensure compliance with its provisions and Exhibits, the CalSAWS Consortium agrees to assist CDSS in performing compliance assessments. These assessments may involve compliance review questionnaires, and/or review of the facilities, systems, books, and records of the CalSAWS Consortium, with reasonable notice from CDSS. Such reviews shall be scheduled at times that consider the operational and staffing demands. The CalSAWS Consortium agrees to promptly remedy all violations of any provision of this PSA and certify the same to the CDSS Privacy Office and CDSS Information Security Office in writing, or to enter into a POAM with CDSS containing deadlines for achieving compliance with specific provisions of this PSA.

XIV. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

In the event of litigation or administrative proceedings involving CDSS based upon claimed violations by the CalSAWS Consortium of the privacy or security of PII or of federal or State laws or agreements concerning privacy or security of PII, the CalSAWS Consortium shall make all reasonable effort to make itself and Consortium Workers assisting in the administration of and using or disclosing PII available to CDSS at no cost to CDSS to testify as witnesses.

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CDSS shall also make all reasonable efforts to make itself and any subcontractors, agents, and employees available to the CalSAWS Consortium at no cost to the CalSAWS Consortium to testify as witnesses, in the event of litigation or administrative proceedings involving the CalSAWS Consortium based upon claimed violations by CDSS of the privacy or security of PII or of State or federal laws or agreements concerning privacy or security of PII.

XV. AMENDMENT OF AGREEMENT

CDSS and the CalSAWS Consortium acknowledge that federal and State laws relating to data security and privacy are rapidly evolving and that amendment of this PSA may be required to ensure compliance with such changes. Upon request by CDSS, the CalSAWS Consortium agrees to promptly enter into negotiations with CDSS concerning an amendment to this PSA as may be needed by changes in federal and state laws and regulations or NIST 800-53. In addition to any other lawful remedy, CDSS may terminate this PSA upon 30 days written notice if the CalSAWS Consortium does not promptly agree to enter into negotiations to amend this PSA when requested to do so or does not enter into an amendment that CDSS deems necessary.

XVI. TERMINATION

This PSA shall terminate on September 1, 2028, regardless of the date the PSA is executed by the parties. The parties can agree in writing to extend the term of this PSA. The CalSAWS Consortium's requests for an extension shall be approved by CDSS and limited to no more than a six (6) month extension.

- **Survival:** All provisions of this PSA that provide restrictions on disclosures of PII and that provide administrative, technical, and physical safeguards for the PII in the CalSAWS Consortium's possession shall continue in effect beyond the termination or expiration of this PSA and shall continue until the PII is destroyed or returned to CDSS.

XVII. TERMINATION FOR CAUSE

Upon CDSS' knowledge of a material breach or violation of this PSA by the CalSAWS Consortium, CDSS may provide an opportunity for the CalSAWS Consortium to cure the breach or end the violation and may terminate this PSA if the CalSAWS Consortium does not cure the breach or end the violation within the time specified by CDSS. This PSA may be terminated immediately by CDSS if the CalSAWS Consortium has breached a material term and CDSS determines, in its sole discretion, that cure is not possible or available under the circumstances. Upon termination of this PSA, the CalSAWS Consortium shall return or destroy all PII in accordance with Section VII, above.

The provisions of this PSA governing the privacy and security of the PII shall remain in effect until all PII is returned or destroyed and CDSS receives a certificate of

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destruction.

EXHIBIT A

Exhibit A consists of the current versions of the following documents, copies of which can be requested by the CalSAWS Consortium information security and privacy staff, or other authorized county official from CDSS by using the contact information listed in Section IX of this PSA.

- Computer Matching and Privacy Protection Act Agreement between the SSA and California Health and Human Services Agency
- Information Exchange Agreement between SSA and CDSS
- Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with the SSA

EXHIBIT B

Exhibit B consists of the current version of the following document, a copy of which can be requested by the CalSAWS Consortium information security and privacy staff, or other authorized county official from CDSS by using the contact information listed in Section IX of this PSA.

- Computer Matching Agreement between the Department of Homeland Security, United States Citizenship and Immigration Services and California Department of Social Services

EXHIBIT C

Exhibit C consists of the current version of the SIMM-5300-A, a copy of which can be requested by the CalSAWS Consortium information security and privacy staff, or other authorized county official from CDSS by using the contact information listed in Section IX of this PSA. The SIMM-5300-A can be used as guidance for implementing security controls found in NIST SP 800-53.

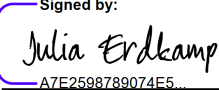
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XVIII. SIGNATORIES

The signatories below warrant and represent that they have the competent authority on behalf of their respective agencies to enter into the obligations set forth in this PSA.

The authorized officials whose signatures appear below have committed their respective agencies to the terms of this PSA. The contract is effective on September 1, 2024.

For the California Statewide Automated Welfare System Joint Powers Authority,

Signed by:  A7E2598789074E5... _____ (Signature)	11/14/2025 _____ (Date)
Julia Erdkamp _____ (Name)	Executive Director _____ (Title)

For the Department of Social Services,  _____ (Signature)	10/8/2025 _____ (Date)
Jennifer Troia _____ (Name)	Director _____ (Title)

**MEDI-CAL PRIVACY AND SECURITY AGREEMENT
BETWEEN
the California Department of Health Care Services and the California Statewide
Automated Welfare System Joint Powers Authority**

PREAMBLE

The Department of Health Care Services (DHCS) and the California Statewide Automated Welfare System Joint Powers Authority (CalSAWS Consortium) enter into this Medi-Cal Privacy and Security Agreement (Agreement) in order to ensure the privacy and security of Social Security Administration (SSA) information, Medi-Cal Eligibility Data Systems (MEDS) information, Income and Eligibility Verification System (IEVS) and Medi-Cal Personally Identifiable Information (Medi-Cal PII).

DHCS receives federal funding to administer California's Medicaid Program (Medi-Cal). The CalSAWS Consortium is responsible for the maintenance and operation of the case management system used by County Departments/Agencies in their administration of the Medi-Cal program. The case management system stores Medi-Cal PII for the purpose of assisting the County Departments/Agencies with determining Medi-Cal eligibility.

This Agreement covers the CalSAWS Consortium and its workers, who assist in the administration of Medi-Cal; and access, use, or disclose Medi-Cal PII.

The CalSAWS Consortium is accountable to County Departments/Agencies pursuant to law and/or one or more separate agreements, to which DHCS is not a party. County Departments/Agencies are accountable to DHCS for certain aspects of the administration of the Medi-Cal program pursuant to law and separate agreements, to which the CalSAWS Consortium is not a party. This Agreement is not intended to diminish or supplant in any way the distinct relationships that the CalSAWS Consortium and DHCS each have with County Departments/Agencies but reflects the recognition of the parties of the need for and desirability of a more direct relationship between them.

DEFINITIONS

For the purpose of this Agreement, the following terms mean:

1. **"Assist in the administration of the Medi-Cal program"** means performing administrative functions on behalf of Medi-Cal, such as establishing eligibility, determining the amount of medical assistance, and collecting Medi-Cal PII for such purposes, to the extent such activities are authorized by law.
2. **"Breach"** refers to actual loss, loss of control, compromise, unauthorized disclosure, unauthorized acquisition, unauthorized access, or any similar term referring to situations where persons other than authorized users and for other than authorized purposes have access or potential access to Medi-Cal PII, whether electronic, paper, verbal, or recorded.

3. **“Consortium Worker”** means those CalSAWS Consortium employees, contractors, subcontractors, vendors and agents performing any functions for the CalSAWS Consortium that require access to and/or use of Medi-Cal PII and that are authorized by the CalSAWS Consortium to access and use Medi-Cal PII. An agent is a person or organization authorized to act on behalf of the CalSAWS Consortium.
4. **“Medi-Cal PII”** is information directly obtained in the course of performing an administrative function on behalf of Medi-Cal that can be used alone, or in conjunction with any other information, to identify a specific individual. Medi-Cal PII includes any information that can be used to search for or identify individuals, or can be used to access their files, including but not limited to name, social security number (SSN), date and place of birth (DOB), mother’s maiden name, driver’s license number, or identification number. Medi-Cal PII may also include any information that is linkable to an individual, such as medical, educational, financial, and employment information. Medi-Cal PII may be electronic, paper, verbal, or recorded and includes statements made by, or attributed to, the individual.
5. **“Security Incident”** means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of Medi-Cal PII, or interference with system operations in an information system which processes Medi-Cal PII that is under the control of the CalSAWS Consortium, or a contractor, subcontractor or vendor of the CalSAWS Consortium.
6. **“Secure Areas”** means any area where:
 - A. CalSAWS Consortium assist in the administration of Medi-Cal;
 - B. CalSAWS Consortium use or disclose Medi-Cal PII; or
 - C. Medi-Cal PII is stored in paper or electronic format.
7. **“SSA-provided or verified data (SSA data)”** means:
 - A. Any information under the control of the Social Security Administration (SSA) provided to DHCS under the terms of an information exchange agreement with SSA (e.g., SSA provided date of death, SSA Title II or Title XVI benefit and eligibility data, or SSA citizenship verification); or
 - B. Any information provided to DHCS, including a source other than SSA, but in which DHCS attests that SSA verified it, or couples the information with data from SSA to certify the accuracy of it (e.g., SSN and associated SSA verification indicator displayed together on a screen, file, or report, or DOB and associated SSA verification indicator displayed together on a screen, file, or report).

AGREEMENTS

DHCS and CalSAWS Consortium mutually agree as follows:

I. PRIVACY AND CONFIDENTIALITY

- A. Consortium Workers may use or disclose Medi-Cal PII only as permitted in this Agreement and only to assist in the administration of Medi-Cal in accordance with Section 14100.2 of the Welfare and Institutions Code, Section 431.302 of Title 42 Code of Federal Regulations, as limited by this Agreement, and as otherwise required by law. Disclosures required by law or that are made with the explicit written authorization of a Medi-Cal client, such as through an authorized release of information form, are allowable. Any other use or disclosure of Medi-Cal PII requires the express approval in writing of DHCS. No Consortium Worker shall duplicate, disseminate or disclose Medi-Cal PII except as allowed in this Agreement.
- B. While DHCS is a covered entity under the federal Health Insurance Portability and Accountability Act, as amended from time to time (HIPAA), the CalSAWS Consortium is not required to be the business associate of DHCS, if the activities of the CalSAWS Consortium are limited to determining eligibility for, or enrollment in, Medi-Cal (45 CFR 160.103). Nevertheless, it is the intention of the parties to protect the privacy and security of Medi-Cal PII and the rights of Medi-Cal applicants and beneficiaries in a manner that is consistent with HIPAA and other laws that are applicable. It is not the intention of the parties to voluntarily subject the CalSAWS Consortium to federal HIPAA jurisdiction where it would not otherwise apply, and DHCS does not assert any authority to do so.
 - 1. To the extent that other state and/or federal laws provide additional, stricter, and/or more protective (collectively, more protective) privacy and/or security protections to Medi-Cal PII covered under this Agreement beyond those provided through HIPAA, as applicable, CalSAWS Consortium shall:
 - a. Comply with the more protective of the privacy and security standards set forth in applicable state or federal laws to the extent such standards provide a greater degree of protection and security than HIPAA or are otherwise more favorable to the individuals whose information is concerned; and
 - b. Treat any violation of such additional and/or more protective standards as a breach or security incident, as appropriate, pursuant to Section VIII. of this Agreement. It is not the intention of the parties that this subsection I.B.(1)(b) expands the definitions of breach nor security incident set forth this Agreement unless the additional and/or more protective standard has a different definition for these terms, as applicable.

Examples of laws that provide additional and/or stricter privacy protections to certain types of Medi-Cal PII include, but are not limited to the Confidentiality

of Alcohol and Drug Abuse Patient Records, 42 CFR Part 2, Welfare and Institutions Code section 5328, and California Health and Safety Code section 11845.5.

- C. Access to Medi-Cal PII shall be restricted to Consortium Workers who need to perform their official duties to assist in the administration of Medi-Cal.
- D. Consortium Workers who access, disclose or use Medi-Cal PII in a manner or for a purpose not authorized by this Agreement may be subject to civil and criminal sanctions contained in applicable federal and state statutes.

II. **PERSONNEL CONTROLS**

The CalSAWS Consortium agrees to advise Consortium Workers who have access to Medi-Cal PII of the confidentiality of the information, the safeguards required to protect the information, and the civil and criminal sanctions for non-compliance contained in applicable federal and state laws. For that purpose, the CalSAWS Consortium shall implement the following personnel controls:

- A. ***Employee Training.*** Train and use reasonable measures to ensure compliance with the requirements of this Agreement by Consortium Workers, including, but not limited to:
 - 1. Provide initial privacy and security awareness training to each new Consortium Worker within 30 days of employment;
 - 2. Thereafter, provide annual refresher training or reminders of the privacy and security safeguards in this Agreement to all Consortium Workers. Three or more security reminders per year are recommended;
 - 3. Maintain records indicating each Consortium Worker's name and the date on which the privacy and security awareness training was completed and;
 - 4. Retain training records for a period of five years after completion of the training.
- B. ***Employee Discipline.***
 - 1. Provide documented sanction policies and procedures for Consortium Workers who fail to comply with privacy policies and procedures or any provisions of these requirements.
 - 2. Sanction policies and procedures shall include termination of employment when appropriate.
- C. ***Confidentiality Statement.*** Ensure that all Consortium Workers sign a

confidentiality statement. The statement shall be signed by Consortium Workers prior to accessing Medi-Cal PII and annually thereafter. Signatures may be physical or electronic. The signed statement shall be retained for a period of five years.

The statement shall include, at a minimum, a description of the following:

1. General Use of Medi-Cal PII;
2. Security and Privacy Safeguards for Medi-Cal PII;
3. Unacceptable Use of Medi-Cal PII; and
4. Enforcement Policies.

D. *Background Screening.*

1. Conduct a background screening of a Consortium Worker before they may access Medi-Cal PII.
2. The background screening should be commensurate with the risk and magnitude of harm the employee could cause. More thorough screening shall be done for those employees who are authorized to bypass significant technical and operational security controls.
3. The CalSAWS Consortium shall retain each Consortium Worker's background screening documentation for a period of three years following conclusion of employment relationship.

III. MANAGEMENT OVERSIGHT AND MONITORING

To ensure compliance with the privacy and security safeguards in this Agreement the CalSAWS Consortium shall perform the following:

- A. Conduct periodic privacy and security review of work activity by Consortium Workers, including random sampling of work product. Examples include, but are not limited to, access to case files or other activities related to the handling of Medi-Cal PII.

The periodic privacy and security reviews shall be performed or overseen by management level personnel who are knowledgeable and experienced in the areas of privacy and information security in the administration of the Medi-Cal program and the use or disclosure of Medi-Cal PII.

IV. INFORMATION SECURITY AND PRIVACY STAFFING

The CalSAWS Consortium agrees to:

- A. Designate information security and privacy officials who are accountable for compliance with these and all other applicable requirements stated in this

Agreement.

- B. Provide the DHCS with applicable contact information for these designated individuals using the County PSA inbox listed in Section IX of this Agreement. Any changes to this information should be reported to DHCS within ten days.
- C. Assign Consortium Workers to be responsible for administration and monitoring of all security-related controls stated in this Agreement.

V. TECHNICAL SECURITY CONTROLS

The State of California Office of Information Security (OIS) and SSA have adopted the National Institute of Standards and Technology (NIST) Special Publication (SP) 800-53, Security and Privacy controls for Information Systems and Organizations, and NIST SP 800-37, Risk Management Framework for Information Systems and Organizations.

OIS and SSA require organizations to comply and maintain the minimum standards outlined in NIST SP 800-53 when working with PII and SSA data. CalSAWS Consortium shall, at a minimum, implement an information security program that effectively manages risk in accordance NIST SP 800-53, revision 5.

Guidance regarding implementation of NIST SP 800-53 is available in the Statewide Information Management Manual (SIMM), SIMM-5300-A, which is hereby incorporated into this Agreement (Exhibit C) and available upon request.

Minimum Cloud Security Requirements

CalSAWS Consortium and any agents, subcontractors, and vendors storing Medi-Cal PII in a cloud service must comply with the Cloud Computing Policy, State Administration Manual (SAM) Sections 4983-4983.1, and employ the capabilities in the Cloud Security Standard, SIMM 5315-B to protect information and systems in cloud services as outlined below.

1. Identify and classify assets to focus and prioritize efforts in aligning business needs and risk management.
2. Each information asset for which the CalSAWS Consortium entity has ownership responsibility shall be inventoried and identified to include the following:
 - a. Description and value of the information asset.
 - b. Owner of the information asset.
 - c. Custodians of the information asset.
 - d. Users of the information asset.
 - e. Classification of information.
 - f. [FIPS Publication 199](#) categorization and level of protection (Low, Moderate, or High).
 - g. Importance of information assets to the execution of the Agency/state entity's mission and program function.
 - h. Potential consequences and impacts if confidentiality, integrity, and availability of the information asset were compromised.

3. Security of cloud services stems from managing authentication and fine-grained authorization. To safeguard cloud systems, CalSAWS Consortium shall establish processes and procedures to ensure:
 - a. Maintenance of user identities, including both provisioning and de-provisioning;
 - b. Enforcement of password policies or more advanced multifactor mechanisms to authenticate users and devices;
 - c. Management of access control rules, limiting access to the minimum necessary to complete defined responsibilities;
 - d. Separation of duties to avoid functional conflicts;
 - e. Periodic recertification of access control rules to identify those that are no longer needed or provide overly broad clearance;
 - f. Use of privileged accounts that can bypass security are restricted and audited;
 - g. Systems to administer access based on roles are defined and installed; and
 - h. Encryption keys and system security certificates are effectively generated, exchanged, stored and safeguarded.
 4. Infrastructure protection controls limit the impact of unintended access or potential vulnerabilities. PaaS and SaaS resources may already have these controls implemented by the service provider. CalSAWS Consortium must configure information assets to provide only essential capabilities.
 5. CalSAWS Consortium are entrusted with protecting the integrity and confidentiality of data processed by their information systems. Cloud technologies simplify data protection by providing managed data storage services with native protection and backup features, but these features must be configured and managed appropriately.
 6. Detective controls identify potential security threats or incidents, supporting timely investigation and response. CalSAWS Consortium must continuously identify and remediate vulnerabilities.
 7. Response controls enable timely event and incident response which is essential to reducing the impact if an incident were to occur. Compliance with incident management requirements as outlined in VII. Notification and Investigation of Breaches and Security Incidents.
 8. Recover controls facilitate long-term recovery activities following events or incidents. With cloud services, primarily SaaS solutions, the services provider hosts the data in its application, and unless properly planned and provisioned for in the contract with the service provider it may be difficult or impossible to obtain the data in a usable format at contract termination. CalSAWS Consortium must ensure agreements with cloud service providers include recover controls.
- A. **Minimum Necessary.** Only the minimum necessary amount of Medi-Cal PII required to perform required business functions applicable to the terms of this Agreement may be used, disclosed, copied, downloaded, or exported.

B. **Transmission and Storage of Medi-Cal PII.** All persons that will be working with Medi-Cal PII shall employ FIPS 140-2 or greater approved security functions as described in section 6.2.2 of NIST SP 800-140Cr1 encryption of Medi-Cal PII at rest and in motion unless CalSAWS Consortium determines it is not reasonable and appropriate to do so based upon a risk assessment, and equivalent alternative measures are in place and documented as such. In addition, CalSAWS Consortium shall maintain, at a minimum, the most current industry standards for transmission and storage of DHCS data and other confidential information.

C. **DHCS Remote Work Policy.** CalSAWS Consortium, its Consortium Workers and any agents, subcontractors, and vendors accessing Medi-Cal PII pursuant to this PSA when working remotely, shall follow reasonable policies and procedures that are equivalent to or better than the DHCS Remote Work Policy, as published in [Medi-Cal Eligibility Division Informational Letter \(MEDIL\) | 23-35E](#). Working remotely means working from a physical location not under the control of the person's employer.

If DHCS changes the terms of the DHCS Remote to Work Policy, DHCS will, as soon as reasonably possible, supply copies to CWDA and the CalSAWS Consortium or its designee as well as DHCS' proposed target date for compliance. For a period of thirty (30) days, DHCS will accept input from CalSAWS Consortium or its designee on the proposed changes. DHCS will issue a new policy in a future MEDIL. If the CalSAWS Consortium is unable to comply with these standards, the CalSAWS Consortium will be asked to develop a Plan of Action and Milestones (POA&M) detailing a concrete roadmap to becoming fully compliant with the policy's standard. The POA&M must be provided to DHCS for review and approval. Any CalSAWS Consortium who is under a POA&M will be required to provide quarterly updates to DHCS until the fully compliant.

VI. **AUDIT CONTROLS**

- A. **Audit Control Mechanisms.** The CalSAWS Consortium shall ensure audit control mechanisms are in place that are compliant with the Technical Security Controls within Section V of this Agreement.
- B. **Anomalies.** When the CalSAWS Consortium or DHCS suspects MEDS usage anomalies, the CalSAWS Consortium shall work with DHCS to investigate the anomalies and report conclusions of such investigations and remediation to DHCS.
- C. **Notification to DHCS in event CalSAWS Consortium is subject to other Audit.** If CalSAWS Consortium is the subject of an audit, compliance review, investigation, or any proceeding that is related to the performance of its obligations pursuant to this Agreement, or is the subject of any judicial or

administrative proceeding alleging a violation of law related to the privacy and security of PII, including but not limited to Medi-Cal PII, the CalSAWS Consortium shall promptly notify DHCS unless it is legally prohibited from doing so.

VII. PAPER, RECORD, AND MEDIA CONTROLS

- A. ***Supervision of Data.*** Medi-Cal PII shall not be left unattended at any time, unless it is locked in a file cabinet, file room, desk or office at the individual's place of employment or at home when working remotely. Unattended means that information may be observed by an individual not authorized to access the information.
- B. ***Data in Vehicles.*** The CalSAWS Consortium shall have policies that include, based on applicable risk factors, a description of the circumstances under which the Consortium Workers can transport Medi-Cal PII, as well as the physical security requirements during transport. A CalSAWS Consortium that chooses to permit its Consortium Workers to leave records unattended in vehicles, shall include provisions in its policies to provide that the Medi-Cal PII is stored in a non-visible area such as a trunk, that the vehicle is locked, and that under no circumstances permit Medi-Cal PII to be left unattended in a vehicle overnight or for other extended periods of time.
- C. ***Public Modes of Transportation.*** Medi-Cal PII shall not be left unattended at any time in airplanes, buses, trains, etc., inclusive of baggage areas. This should be included in training due to the nature of the risk.
- D. ***Escorting Visitors.*** Visitors to areas where Medi-Cal PII is contained shall be escorted, and Medi-Cal PII shall be kept out of sight while visitors are in the area.
- E. ***Confidential Destruction.*** Medi-Cal PII shall be disposed of through confidential means, such as cross cut shredding or pulverizing.
- F. ***Removal of Data.*** Medi-Cal PII shall not be removed from the premises of CalSAWS Consortium except for justifiable business purposes.
- G. ***Faxing.***
 - 1. Faxes containing Medi-Cal PII shall not be left unattended and fax machines shall be in secure areas.
 - 2. Faxes shall contain a confidentiality statement notifying persons receiving faxes in error to destroy them and notify the sender.
 - 3. Fax numbers shall be verified with the intended recipient before sending

the fax.

H. *Mailing.*

1. Mailings containing Medi-Cal PII shall be sealed and secured from damage or inappropriate viewing of PII to the extent possible.
2. Mailings that include 500 or more individually identifiable records containing Medi-Cal PII in a single package shall be sent using a tracked mailing method that includes verification of delivery and receipt.

VIII. NOTIFICATION AND INVESTIGATION OF BREACHES AND SECURITY INCIDENTS

During the term of this Agreement, the CalSAWS Consortium agrees to implement reasonable systems for the discovery and prompt reporting of any breach or security incident, and to take the following steps:

A. *Initial Notice to DHCS:*

The CalSAWS Consortium shall notify DHCS using DHCS' online incident reporting portal of any suspected security incident, intrusion, or unauthorized access, use, or disclosure of Medi-Cal PII or potential loss of Medi-Cal PII. When making notification, the following applies:

1. If a suspected security incident involves Medi-Cal PII provided or verified by SSA, the CalSAWS Consortium shall immediately notify DHCS upon discovery. For more information on SSA data, please see the Definition section of this Agreement.
2. If a suspected security incident does not involve Medi-Cal PII provided or verified by SSA, the CalSAWS Consortium shall notify DHCS promptly and in no event later than one working day of discovery of:
 - a. Unsecured Medi-Cal PII if the Medi-Cal PII is reasonably believed to have been accessed or acquired by an unauthorized person;
 - b. Any suspected security incident which risks unauthorized access to Medi-Cal PII and/or;
 - c. Any intrusion or unauthorized access, use, or disclosure of Medi-Cal PII in violation of this Agreement; or
 - d. Potential loss of Medi-Cal PII affecting this Agreement.

Notice to DHCS shall include all information known at the time the incident is reported. The CalSAWS Consortium can submit notice via the DHCS incident reporting portal which is available online at:

<https://www.dhcs.ca.gov/formsandpubs/laws/priv/Pages/default.aspx>

If DHCS' online incident reporting portal is unavailable, notice to DHCS can instead be made via email using the DHCS Privacy Incident Report

(PIR) form. The email address to submit a PIR can be found on the PIR and in subsection H of this section. The CalSAWS Consortium shall use the most current version of the PIR, which is available online at:

<https://www.dhcs.ca.gov/formsandpubs/laws/priv/Documents/Privacy-Incident-Report-PIR.pdf>.

If the CalSAWS Consortium is unable to notify DHCS the via the Incident Reporting Portal or email, notification can be made by telephone using the contact information listed in subsection H.

A breach shall be treated as discovered by the CalSAWS Consortium as of the first day on which the breach is known, or by exercising reasonable diligence would have been known, to any person (other than the person committing the breach), who is an employee, officer or other agent of the CalSAWS Consortium.

Upon discovery of a breach, security incident, intrusion, or unauthorized access, use, or disclosure of Medi-Cal PII, the CalSAWS Consortium shall take:

1. Prompt corrective action to mitigate any risks or damages involved with the security incident or breach; and
2. Any action pertaining to such unauthorized disclosure required by applicable Federal and State laws and regulations.

B. **Investigation of Security Incident or Breach.** The CalSAWS Consortium shall immediately investigate such a security incident, breach, or unauthorized use of Medi-Cal PII.

C. **Complete Report.** Within ten (10) working days of the discovery the CalSAWS Consortium shall provide any additional information related to the incident requested by DHCS. The CalSAWS Consortium shall make reasonable efforts to provide DHCS with such information.

The complete report must include an assessment of all known factors relevant to a determination of whether a breach occurred under applicable federal and state laws. The report shall include a full, detailed corrective action plan (CAP) including mitigating measures that were taken to halt and/or contain the improper use or disclosure.

If DHCS requests additional information related to the incident, the CalSAWS Consortium shall make reasonable efforts to provide DHCS with such information. If necessary, the CalSAWS Consortium shall submit an updated report with revisions and/or additional information after the Completed Report has been provided. DHCS will review and determine whether a breach occurred and whether individual notification is required.

DHCS will maintain the final decision making over a breach determination.

- D. **Notification of Individuals.** If the cause of a breach is solely attributable to CalSAWS Consortium or its agents, CalSAWS Consortium shall notify individuals accordingly and shall pay all costs of such notifications as well as any costs associated with the breach. The notifications shall comply with applicable federal and state law. DHCS shall approve the time, manner, and content of any such notifications and their review and approval must be obtained before the notifications are made. DHCS and the CalSAWS Consortium shall work together to ensure that notification of individuals is done in compliance with statutory deadlines within applicable federal and state law.

If the cause of a breach is solely attributable to DHCS, DHCS shall pay all costs of such notifications as well as any costs associated with the breach. If there is any question as to whether DHCS or the CalSAWS Consortium is responsible for the breach or DHCS and the CalSAWS Consortium acknowledge that both are responsible for the breach, DHCS and the CalSAWS Consortium shall jointly determine responsibility for purposes of allocating the costs.

1. All notifications (regardless of breach status) regarding beneficiaries' Medi-Cal PII shall comply with the requirements set forth in Section 1798.29 of the California Civil Code and Section 17932 of Title 42 of United States Code, inclusive of its implementing regulations, including but not limited to the requirement that the notifications be made without unreasonable delay and in no event later than **sixty (60) calendar days** from discovery.

E. **Responsibility for Reporting of Breaches**

1. **Breach Attributable to CalSAWS Consortium.** If the cause of a breach of Medi-Cal PII is attributable to the CalSAWS Consortium or its agents, subcontractors, or vendors, the CalSAWS Consortium shall be responsible for all required reporting of the breach.
2. **Breach Attributable to DHCS.** If the cause of the breach is attributable to DHCS, DHCS shall be responsible for all required reporting of the breach.

- F. **Coordination of Reporting.** When applicable law requires the breach be reported to a federal or state agency, or that notice be given to media outlets, DHCS and the CalSAWS Consortium shall coordinate to ensure such reporting is compliant with applicable law and prevent duplicate reporting and to jointly determine responsibility for purposes of allocating the costs of such reports, if any.

- G. **Submission of Sample Notification to Attorney General:** If the cause of

the breach is attributable to the CalSAWS Consortium or an agent, subcontractor, or vendor of the CalSAWS Consortium and if notification to more than 500 individuals is required pursuant to California Civil Code section 1798.29, regardless of whether CalSAWS Consortium is considered only a custodian and/or non-owner of the Medi-Cal PII, CalSAWS Consortium shall, at its sole expense and at the sole election of DHCS, either:

1. Electronically submit a single sample copy of the security breach notification, excluding any personally identifiable information, to the Attorney General pursuant to the format, content, and timeliness provisions of Section 1798.29, subdivision (e). CalSAWS Consortium shall inform the DHCS Privacy Officer of the time, manner, and content of any such submissions prior to the transmission of such submissions to the Attorney General; or
2. Cooperate with and assist DHCS in its submission of a sample copy of the notification to the Attorney General.

H. ***DHCS Contact Information.*** The CalSAWS Consortium shall utilize the below contact information to direct all communication/notifications of breach and security incidents to DHCS. DHCS reserves the right to make changes to the contact information by giving written notice to the CalSAWS Consortium. Said changes shall not require an amendment to this Agreement or any other agreement into which it is incorporated.

DHCS Breach and Security Incident Reporting
Privacy Officer c/o Data Privacy Unit Department of Health Care Services P.O. Box 997413, MS 0011 Sacramento, CA 95899-7413 Email: incidents@dhcs.ca.gov Telephone: (916) 445-4646 <i>The preferred method of communication is email, when available. Do not include any Medi-Cal PII unless requested by DHCS.</i>

IX. **DHCS PSA CONTACTS**

The CalSAWS Consortium shall utilize the below contact information for any PSA-related inquiries or questions. DHCS reserves the right to make changes to the contact information by giving written notice to the CalSAWS Consortium. Said

changes shall not require an amendment to this Agreement or any other agreement into which it is incorporated. *Please use the contact information listed in Section X of this Agreement for any Medi-Cal PII incident or breach reporting.*

PSA Inquires and Questions
Department of Health Care Services Medi-Cal Eligibility Division 1501 Capitol Avenue, MS 4607 P.O. Box 997417 Sacramento, CA 95899-7417 Email: countypsa@dhcs.ca.gov

X. COMPLIANCE WITH SSA AGREEMENT

The CalSAWS Consortium agrees to comply with applicable privacy and security requirements in the Computer Matching and Privacy Protection Act Agreement (CMPPA) between SSA and the California Health and Human Services Agency (CalHHS), in the Information Exchange Agreement (IEA) between SSA and DHCS, and in the Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with SSA (TSSR), which are incorporated into this Agreement within section V. Technical Security Controls and Exhibit A (available upon request).

If there is any conflict between a privacy and security standard in the CMPPA, IEA or TSSR, and a standard in this Agreement, the most stringent standard shall apply. The most stringent standard means the standard which provides the greatest protection to Medi-Cal PII.

If SSA changes the terms of its agreement(s) with DHCS, DHCS will, as soon as reasonably possible after receipt, supply copies to CalSAWS Consortium as well as DHCS' proposed target date for compliance. For a period of thirty (30) days, DHCS will accept input from CalSAWS Consortium on the proposed target date and make adjustments, if appropriate. After the thirty (30) day period, DHCS will submit the proposed target date to SSA, which will be subject to adjustment by SSA. Once a target date for compliance is determined by SSA, DHCS will supply copies of the changed agreement to CalSAWS Consortium, along with the compliance date expected by SSA. If the CalSAWS Consortium is not able to meet the SSA compliance date, the CalSAWS Consortium will be asked to develop a POA&M detailing a concrete roadmap to becoming fully compliant with the policy's standard. The POA&M must be provided to DHCS for review and approval. Any CalSAWS Consortium who is under a POA&M will be required to provide quarterly updates to DHCS until the fully compliant.

A copy of Exhibit A can be requested by authorized CalSAWS Consortium individuals from DHCS using the contact information listed in Section XI of this Agreement.

XI. COMPLIANCE WITH DEPARTMENT OF HOMELAND SECURITY AGREEMENT

The CalSAWS Consortium agrees to comply with substantive privacy and security requirements in the Computer Matching Agreement (CMA) between the Department of Homeland Security, United States Citizenship and Immigration Services (DHS-USCIS) and DHCS, which is hereby incorporated into this Agreement (Exhibit B) and available upon request. If there is any conflict between a privacy and security standard in the CMA and a standard in this Agreement, the most stringent standard shall apply. The most stringent standard means the standard which provides the greatest protection to Medi-Cal PII.

If DHS-USCIS changes the terms of its agreement(s) with DHCS, DHCS will, as soon as reasonably possible after receipt, supply copies to the CalSAWS Consortium as well as DHCS' proposed target date for compliance. For a period of thirty (30) days, DHCS will accept input from CalSAWS Consortium on the proposed target date and make adjustments, if appropriate. After the 30-day period, DHCS will submit the proposed target date to DHS-USCIS, which will be subject to adjustment by DHS-USCIS. Once a target date for compliance is determined by DHS-USCIS, DHCS will supply copies of the changed agreement to CalSAWS Consortium, along with the compliance date expected by DHS-USCIS. If the CalSAWS Consortium is not able to meet the DHS-USCIS compliance date, the POA&M must be provided to DHCS for review and approval. Any CalSAWS Consortium who is under a POA&M will be required to provide quarterly updates to DHCS until the fully compliant.

A copy of Exhibit B can be requested by authorized CalSAWS Consortium individuals from DHCS using the contact information listed in Section IX of this Agreement.

XII. CALSAWS CONSORTIUM'S AGENTS, SUBCONTRACTORS, AND VENDORS

The CalSAWS Consortium agrees to enter into written agreements with all agents, subcontractors and vendors that have access to CalSAWS Consortium Medi-Cal PII. These agreements will impose, at a minimum, the same restrictions and conditions that apply to the CalSAWS Consortium with respect to Medi-Cal PII upon such agents, subcontractors, and vendors. These shall include, (1) restrictions on disclosure of Medi-Cal PII, (2) conditions regarding the use of appropriate administrative, physical, and technical safeguards to protect Medi-Cal PII, and, where relevant, (3) the requirement that any breach, security incident, intrusion, or unauthorized access, use, or disclosure of Medi-Cal PII be reported to the CalSAWS Consortium. If the agents, subcontractors, and vendors of CalSAWS Consortium access data provided to DHCS and/or CDSS by SSA or DHS-USCIS, the CalSAWS Consortium shall also incorporate the Agreement's Exhibits into each subcontract or subaward with agents, subcontractors, and vendors.

CalSAWS Consortium who would like assistance or guidance with this requirement are encouraged to contact DHCS via the PSA inbox at CountyPSA@dhcs.ca.gov.

XIII. ASSESSMENTS AND REVIEWS

In order to enforce this Agreement and ensure compliance with its provisions and Exhibits, the CalSAWS Consortium agrees to assist DHCS in performing compliance assessments. These assessments may involve compliance review questionnaires, and/or review of the facilities, systems, books, and records of the CalSAWS Consortium, with reasonable notice from DHCS. Such reviews shall be scheduled at times that take into account the operational and staffing demands. The CalSAWS Consortium agrees to promptly remedy all violations of any provision of this Agreement and certify the same to the DHCS Privacy Office and DHCS Information Security Office in writing, or to enter into a POA&M with DHCS containing deadlines for achieving compliance with specific provisions of this Agreement.

XIV. ASSISTANCE IN LITIGATION OR ADMINISTRATIVE PROCEEDINGS

In the event of litigation or administrative proceedings involving DHCS based upon claimed violations by the CalSAWS Consortium of the privacy or security of Medi-Cal PII or of federal or state laws or agreements concerning privacy or security of Medi-Cal PII, the CalSAWS Consortium shall make all reasonable effort to make itself and Consortium Workers assisting in the administration of Medi-Cal and using or disclosing Medi-Cal PII available to DHCS at no cost to DHCS to testify as witnesses. DHCS shall also make all reasonable efforts to make itself and any subcontractors, agents, and employees available to the CalSAWS Consortium at no cost to the CalSAWS Consortium to testify as witnesses, in the event of litigation or administrative proceedings involving the CalSAWS Consortium based upon claimed violations by DHCS of the privacy or security of Medi-Cal PII or of state or federal laws or agreements concerning privacy or security of Medi-Cal PII.

XV. AMENDMENT OF AGREEMENT

DHCS and the CalSAWS Consortium acknowledge that federal and state laws relating to data security and privacy are rapidly evolving and that amendment of this Agreement may be required to ensure compliance with such changes. Upon request by DHCS, the CalSAWS Consortium agrees to promptly enter into negotiations with DHCS concerning an amendment to this Agreement as may be needed by changes in federal and state laws and regulations or NIST 800-53. In addition to any other lawful remedy, DHCS may terminate this Agreement upon 30 days written notice if the CalSAWS Consortium does not promptly agree to enter into negotiations to amend this Agreement when requested to do so or does not enter into an amendment that DHCS deems necessary.

XVI. TERMINATION

This Agreement shall terminate on September 1, 2028, regardless of the date the Agreement is executed by the parties. The parties can agree in writing to extend the term of the Agreement. CalSAWS Consortium's requests for an extension shall be approved by DHCS and limited to no more than a six (6) month extension.

- A. **Survival:** All provisions of this Agreement that provide restrictions on disclosures of Medi-Cal PII and that provide administrative, technical, and physical safeguards for the Medi-Cal PII in the CalSAWS Consortium's possession shall continue in effect beyond the termination or expiration of this Agreement and shall continue until the Medi-Cal PII is destroyed or returned to DHCS.

XVII. TERMINATION FOR CAUSE

Upon DHCS' knowledge of a material breach or violation of this Agreement by the CalSAWS Consortium, DHCS may provide an opportunity for the CalSAWS Consortium to cure the breach or end the violation and may terminate this Agreement if the CalSAWS Consortium does not cure the breach or end the violation within the time specified by DHCS. This Agreement may be terminated immediately by DHCS if the CalSAWS Consortium has breached a material term and DHCS determines, in its sole discretion, that cure is not possible or available under the circumstances. Upon termination of this Agreement, the CalSAWS Consortium shall return or destroy all Medi-Cal PII in accordance with Section VII, above. The provisions of this Agreement governing the privacy and security of the Medi-Cal PII shall remain in effect until all Medi-Cal PII is returned or destroyed and DHCS receives a certificate of destruction.

XVIII. SIGNATORIES

The signatories below warrant and represent that they have the competent authority on behalf of their respective agencies to enter into the obligations set forth in this Agreement.

The authorized officials whose signatures appear below have committed their respective agencies to the terms of this Agreement. The contract is effective on September 1, 2024.

For the California Statewide Automated Welfare System Joint Powers Authority,

Signed by:  A7E2598789074E5...	9/27/2024
_____ (Signature)	_____ (Date)
Julia Erdkamp	Executive Director
_____ (Name)	_____ (Title)

For the Department of Health Care Services,

DocuSigned by:  A810D8EECE6C0445...	October 10, 2024
_____ (Signature)	_____ (Date)
Sarah Crow	Medi-Cal Eligibility Division Chief
_____ (Name)	_____ (Title)

EXHIBIT A

Exhibit A consists of the current versions of the following documents, copies of which can be requested by the CalSAWS Consortium information security and privacy staff, or other authorized county official from DHCS by using the contact information listed in Section IX of this Agreement.

- Computer Matching and Privacy Protection Act Agreement between the SSA and California Health and Human Services Agency
- Information Exchange Agreement between SSA and DHCS
- Electronic Information Exchange Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with the SSA (TSSR)

EXHIBIT B

Exhibit B consists of the current version of the following document, a copy of which can be requested by the CalSAWS Consortium information security and privacy staff, or other authorized county official from DHCS by using the contact information listed in Section IX of this Agreement.

- Computer Matching Agreement between the Department of Homeland Security, United States Citizenship and Immigration Services (DHS-USCIS) and California Department of Health Care Services (DHCS)

EXHIBIT C

Exhibit C consists of the current version of the SIMM-5300-A, a copy of which can be requested by the CalSAWS Consortium information security and privacy staff, or other authorized county official from DHCS by using the contact information listed in Section IX of this Agreement. The SIMM-5300-A can be used as guidance for implementing security controls found in NIST SP 800-53.

Certificate Of Completion

Envelope Id: 0DDAD541-28E5-44B0-8DB3-703294147050

Status: Completed

Subject: Complete with Docusign: BenefitsCal Agreement.docx, Exhibit A - CalSAWS BenefitsCal Statement o...

Source Envelope:

Document Pages: 299

Signatures: 4

Envelope Originator:

Certificate Pages: 3

Initials: 1

Magdalena Eaton

AutoNav: Enabled

161 N Clark St Ste 1100

Envelopeld Stamping: Enabled

Chicago, IL 60601-3362

Time Zone: (UTC) Dublin, Edinburgh, Lisbon, London

magdalena.eaton@accenture.com

IP Address: 24.113.85.49

Record Tracking

Status: Original

Holder: Magdalena Eaton

Location: DocuSign

January 28, 2026 | 15:34

magdalena.eaton@accenture.com

Signer Events

Lisa Salas

lisa.a.salas@accenture.com

Managing Director

Security Level: Email, Account Authentication
(None)

Signature

DocuSigned by:

EBE7A52388484D0...

Signature Adoption: Pre-selected Style
Using IP Address: 162.246.145.2

Timestamp

Sent: January 28, 2026 | 18:04

Viewed: January 28, 2026 | 20:45

Signed: January 28, 2026 | 20:45

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Holly Murphy

MurphyH@CalSAWS.org

CalSAWS Chief Administrative Officer

CalSAWS

Security Level: Email, Account Authentication
(None)

DS

Signature Adoption: Pre-selected Style
Using IP Address: 162.246.145.2

Sent: January 28, 2026 | 20:46

Viewed: January 29, 2026 | 18:15

Signed: January 29, 2026 | 18:15

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Jeff Mitchell

jmitchell@kmtg.com

Security Level: Email, Account Authentication
(None)

DocuSigned by:

5D9753D2431B4EB...

Signature Adoption: Drawn on Device
Using IP Address: 68.233.193.199

Sent: January 29, 2026 | 18:15

Viewed: January 29, 2026 | 19:44

Signed: January 29, 2026 | 19:45

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Julia Erdkamp

erdkampj@calsaws.org

Executive Director

Security Level: Email, Account Authentication
(None)

Signed by:

BACE94C0B657479...

Signature Adoption: Pre-selected Style
Using IP Address: 162.246.145.2

Sent: January 29, 2026 | 19:45

Viewed: January 29, 2026 | 20:24

Signed: January 29, 2026 | 20:24

Electronic Record and Signature Disclosure:

Not Offered via Docusign

Signer Events	Signature	Timestamp
Michael Sylvester MichaelSylvester@dpss.lacounty.gov CalSAWS JPA Board Chairperson Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	Signed by: <i>Michael Sylvester</i> D401979858D0422... Signature Adoption: Pre-selected Style Using IP Address: 172.56.15.28 Signed using mobile	Sent: January 29, 2026 20:25 Viewed: January 29, 2026 20:42 Signed: January 29, 2026 20:42

In Person Signer Events	Signature	Timestamp
Editor Delivery Events	Status	Timestamp
Agent Delivery Events	Status	Timestamp
Intermediary Delivery Events	Status	Timestamp
Certified Delivery Events	Status	Timestamp
Carbon Copy Events	Status	Timestamp

Hiba Hassan hiba.hassan@accenture.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: January 28, 2026 18:04
Accenture CFM CalSAWS.CFM@accenture.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: January 29, 2026 20:42 Viewed: January 29, 2026 20:44
ACN CPMO Team CPMO_SUPPORT@accenture.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: January 29, 2026 20:42
APMO apmo.docuSign@CalSAWS.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: January 29, 2026 20:42
CalSAWS CM Distro calsaws.cm@accenture.com Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: January 29, 2026 20:42
Jennifer Seel SeelJ@CalSAWS.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure:	COPIED	Sent: January 29, 2026 20:42

Carbon Copy Events	Status	Timestamp
Not Offered via DocuSign		
PMO Fiscal PMO.Fiscal@CalSAWS.org Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: January 29, 2026 20:42
Shanna Armstrong shanna.a.armstrong@accenture.com Accenture General Use Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: January 29, 2026 20:42
Wei M Fou wei.m.fou@accenture.com Managing Director Accenture Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: January 29, 2026 20:42
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	January 28, 2026 18:04
Envelope Updated	Security Checked	January 28, 2026 19:56
Certified Delivered	Security Checked	January 29, 2026 20:42
Signing Complete	Security Checked	January 29, 2026 20:42
Completed	Security Checked	January 29, 2026 20:42
Payment Events	Status	Timestamps