**Attachment 59**

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| First Data Government Solutions, LP  Change Order CO-051  CalACES Cloud Enablement |
| California Automated Consortium Eligibility System  CalACES Migration Project |

Submitted: July 27, 2018

# Statement of Purpose

This Change Order CO-051 (“Change Order”) is related to the Agreement (the “Agreement”) dated as of October 29, 2007, as amended, by and between the California Automated Consortium Eligibility System (“Consortium”) and First Data Government Solutions, LP ("First Data"). Unless the context indicates otherwise, all capitalized terms that are used, but not defined in this Change Order, shall have the meaning assigned to such terms in the Agreement.

The Consortium currently has two automated welfare systems, the Los Angeles Eligibility, Automated Determination, Evaluation and Reporting (“LEADER”) Replacement System (“LRS”) and the Consortium IV (“C-IV”) System. The Consortium is planning to migrate the counties into a combined 40-county system (“CalACES”) with a future plan to migrate all California counties into a combined 58-county system (“CalSAWS”). Federal sponsors, both Food and Nutrition Service (“FNS”) and the Centers for Medicare and Medicaid Services (“CMS”), have requested additional information and analysis surrounding the requirements and cost estimates for C-IV migration to CalACES, which will become the future CalSAWS, to support and approve the Implementation Advance Planning Document (“IAPD”) for the CalACES Migration Development and Implementation (“D&I”) project to proceed.

As part of the CalACES/CalSAWS Migration Planning effort, the CalACES Consortium will conduct a Proof of Concept (“PoC”) of the Amazon Web Services (“AWS”) cloud solution to host a copy LRS. The CalACES Consortium needs assistance from an independent third-party to analyze the PoC output, review and provide feedback of the technical design, and provide inputs on improvements required in the core architecture to achieve the best performance and cost profile in the cloud environment.

This Change Order outlines the staffing requirements, costs, and timeline for First Data and/or its subcontractors.

# Services and Deliverables

First Data and its subcontractor shall provide the Consortium with the services and deliverables for Cloud PoC support services and will provide oversight, quality assessments, and subject matter expertise for the activities described within in this Change Order.

## Tasks

First Data and its subcontractor will have a working team with the appropriate mix of experience and expertise to lead and complete the following tasks and deliverables:

| **Task No.** | **Task Description** |
| --- | --- |
| 1.0 | Review the PoC set-up and configuration, and provide inputs. |
| 2.0 | Analyze the PoC output, performance tests and metrics. |
| 3.0 | Review the current design of the core, in light of the PoC learnings, and provide inputs. |
| 4.0 | Provide inputs on tactical improvements required in the core architecture to achieve the best performance and cost profile in a cloud environment. |
| 5.0 | Review, provide inputs, and update the current cost estimates based on results of the PoCs (e.g., changes needed in the application, resourcing, timeline and cost) as an input to the Consortium’s updates to the IAPD. |

The work will be staged over a 25-week period, July 2, 2018 to December 21, 2018, during which five (5) deliverables will be generated. First Data and its subcontractor will provide targeted 5 weeks of on-the-ground support during the latter stages of Phase 0 and the beginning stages of Phase 1, followed by 2 weeks of on-the-ground support at the completion of Phase 1, 1 week of on-the-ground support at the completion of Phase 2, and 1 week of on-the-ground support at the completion of Phase 3 (in total 9 weeks). Over the course of the engagement, when there is not on-the-ground support, First Data and its subcontractor will participate remotely in the weekly problem solving sessions (1-2 hours a week), as shown in Exhibit 1.

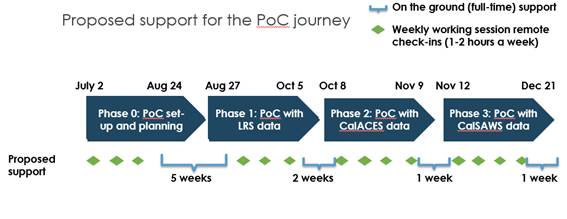


Exhibit 1: Timeline of support for the PoC journey

First Data and its subcontractor will produce the following deliverables:

* **Deliverable 01 Phase 0 (PoC set-up) status report of AWS PoC set-up:** This deliverable will contain a status report covering the following topics:

1. PoC scope, acceptance criteria and metrics, and milestones
2. Initial technical design and architecture across network, technical infrastructure and database for Phase 1 (with artifacts provided by Consortium’s contracted systems integration vendor and cloud services vendor)

* **Deliverable 02 Phase 1 (with LRS data) high-level status report of AWS PoC performance:** This deliverable will contain a status report covering the following topics:

1. PoC output and performance based on LRS data
2. Analysis of the PoC performance, and implications on the required changes in the technical design and architecture across network, tech infrastructure, and database, to ensure similar or better performance in the cloud environment (with artifacts provided by Consortium’s contracted systems integration vendor and cloud services vendor)
3. Risk assessment (e.g. operational risk, migration risk) of technical architecture based on LRS dataset

* **Deliverable 03 Phase 2 (CalACES data and volume) high-level status report of AWS PoC outcome:** This deliverable will contain a status report covering the following topics:

1. PoC output and performance based on CalACES data
2. Analysis of the PoC performance, and implications on the required changes in the technical design and architecture across network, tech infrastructure, and database, to ensure similar or better performance in the cloud environment
3. Emerging technical design and architecture across network, tech infrastructure, and database for the CalACES dataset, or articulation of required changes in the technical architecture to enable the cloud migration (with artifacts provided by Consortium’s contracted systems integration vendor and cloud services vendor)
4. Risk assessment (e.g. operational risk, migration risk) of technical architecture based on CalACES dataset

* **Deliverable 04 – (if needed, and with prior written Agreement with FDGS and Consortium following end of Phase 2) Phase 3 high-level status report of AWS PoC outcome (PoC performance):** This deliverable will contain a status 3 report covering the following topics:

1. PoC output and performance based on CalSAWS data
2. Analysis of the PoC performance, and implications on the required changes in the technical design and architecture across network, tech infrastructure, and database, to ensure similar or better performance in the cloud environment (with artifacts provided by Consortium’s contracted systems integration vendor and cloud services vendor)
3. Risk assessment (e.g. operational risk, migration risk) of technical architecture based on CalSAWS dataset

* **Deliverable 05 – Updated business plan:** This deliverable will contain the final optimized technical architecture, resourcing, timeline, and cost, based on PoC learnings that Consortium can use to update IAPD

1. Final technical design and architecture across network, tech Infrastructure, and database for the CalSAWS dataset. or articulation of required changes in the technical architecture to enable the cloud migration (with artifacts provided by Consortium’s contracted systems integration vendor and cloud services vendor)
2. Operational performance for CalSAWS workload
3. Implications on timeline, resourcing and cost

# Assumptions

In addition to any other responsibilities or duties described in this Change Order or in the Agreement, the conditions on First Data's performance and assumptions upon which First Data has relied in agreeing to perform the services described in this Change Order on the terms set out herein (collectively "Assumptions") are listed below. If any of the Assumptions are not performed or prove to be incorrect, it may cause changes to the Schedule, costs, Deliverables, or level of effort required, or otherwise impact First Data’s performance of the services described in this Change Order.

The Assumptions of this Change Order are set forth below:

1. Regular communication with the project executive sponsor and core project team to align on tasks, review progress, escalate any roadblocks, and resolve outstanding issues.
2. Syndication of progress and emerging findings with critical stakeholders across the consortia, state, counties, and other partners that will be identified during the kickoff.
3. Decisions shall be made in a timely fashion such that key milestones and timelines are agreed upon upfront and met.
4. Timely and efficient access to technical artifacts and information related to the PoC provided by the Consortium’s contracted systems integration vendor and cloud services vendor
5. Access to institutional data and subject matter experts as well as time from the right data ‘leads’ to help interpret and translate the information. This includes access to off-the-shelf reports, systems and databases for pulls of raw data, any available reports and/or documents, as well as time to meet and have conversations and/or conduct interviews with relevant resources across the project teams.
6. Dedicated project team with appropriate representation from the Client, inclusive of State and Consortium stakeholders.
7. Collaborative approach to problem solving with active involvement of the Client team members through frequent working sessions.
8. Consortium shall give Acceptance within a reasonable timeframe when it determines that each Deliverable conforms to its applicable Specifications, and has no Deficiencies (other than cosmetic deficiencies).
9. The Consortium will provide, or cause to be provided, office space at no cost to First Data.
10. First Data and its subcontractor shall provide its staff resources with laptops and any necessary software to perform the work under this Change Order.
11. Consortium will provide WiFi and Ethernet connectivity to the Local Area Networks and the Internet from the CalACES North and CalACES South project locations in Rancho Cordova and Norwalk, respectively.
12. Consortium will provide access to project tools as deemed necessary by the CalACES Executive Director designee in the performance of this Change Order.

# Confidentiality

For the Services associated with this Change Order, First Data and its subcontractors’ work to be provided as described within this Change Order is confidential and intended for the Consortium’s internal use, and for the Consortium to share as required with State, County, and Federal partners only. In order to promote true neutrality on issues, provide an environment for uncensored guidance for its clients, ensure compliance with its contract confidentiality requirements, and better empower its clients, First Data and its subcontractors do not advocate, present findings, or consent to public references in any public meeting, writing, or other public forum. The Consortium and its State, County, and Federal partners may, on an as-needed basis for the sole purpose of supporting the Consortium, disclose the fact of First Data and its subcontractors’ involvement verbally, and if necessary, in writing. The Consortium understands that First Data and its subcontractors will not advocate, present findings, or speak on the Consortium’s behalf in any public forum without specific written authorization and agreement, although First Data and/or a single subcontractor will join the Consortium routine meetings, specifically the CalACES Joint Powers of Authority Board Meeting and the CalACES Project Steering Committee Meeting, with State, County, and Federal partners that may be open to the public to be available to answer questions directly related to First Data and/or its subcontractors’ services that the Consortium may not otherwise be able to answer.

First Data and its subcontractor resources shall be excused by the Consortium from any meetings and conference calls surrounding procurements strategy and planning with regard to Services under this Change Order. First Data and its subcontractor(s) shall not access any procurement information or materials that are either confidential and/or have not been officially published, disclosed or distributed to the vendor community with regard to Services under this Change Order. Should First Data or its subcontractor(s) inadvertently receive said information or materials, First Data shall inform the sender/provider of such information, the CalACES Executive Director and designee.

# Schedule

The Services associated with this Change Order shall commence in State Fiscal Year (“SFY”) 2018/19.

# Total Change Order Cost

The costs associated with this Change Order are summarized in the table below. The costs will be billed in accordance with Section 6.6 of the Agreement as reflected in Section VII below and Exhibit A.

|  |  |  |
| --- | --- | --- |
| **SFY Summary** | **SFY 18/19** | **Total Cost** |
| Deliverables | $742,000 | $742,000 |

# Payment Schedule

The following table outlines the charges and invoicing timelines for Payment Milestones associated with the Technical Analysis, Project Oversight, Subject Matter Expertise and deliverables.

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **#** | **Deliverable** | **Target Deliverable Due Date** | **Target Invoice Date** | **Price** |
| 1.0 | Phase 0 (PoC set-up) status report of AWS PoC set-up | 9/15/2018 | 9/25/2018 | $356,730 |
| 2.0 | Phase 1 (with LRS data) high-level status report of AWS PoC performance | 10/15/2018 | 10/25/2018 | $112,965 |
| 3.0 | OPTIONAL: Phase 2 (CalACES data and volume) high-level status report of AWS PoC outcome | 11/15/2018 | 11/25/2018 | $112,965 |
| 4.0 | OPTIONAL: Phase 3 high-level status report of AWS PoC (CalSAWS data and volume) | 12/21/2018 | 12/31/2018 | $112,965 |
| 5.0 | Updated business plan – final optimized technical architecture, resourcing, timeline, and cost, based on PoC learnings\* | 12/21/2018 | 12/31/2018 | $46,375 |
|  |  |  | **TOTAL** | **$742,000** |

\*Deliverable due date will be revised to November 15, 2018 if no Phase 3 or October 15, 2018 if no Phase 2.

# Impact on the Agreement

The changes outlined in this Change Order are incorporated into the Agreement dated October 29, 2007, and Amendment No. Sixty-Two dated July 27, 2018, as follows:

* Exhibit A, Financial Matters – The total increase to the Prices and Charges under the Agreement is incorporated into Sections A, C and D.

# Change Order Approval

**Subject: Change Order CO-051– CalACES Cloud Enablement**

The subject document is accepted as allowing First Data to proceed with Change Order CO-051 – CalACES Cloud Enablement.

**CALIFORNIA AUTOMATED CONSORTIUM ELIGIBLITY SYSTEM**

By:

Printed Name: \_\_\_\_\_\_

Title:

Date:

By:

Printed Name: \_\_\_\_\_\_

Title:

Date:

Notice Address:

California Automated Consortium Eligibility System  
Attention: Executive Director  
11290 Pyrites Way, Suite 150

Rancho Cordova, CA 95670-4481