**Amendment No. Two**

**Contract Number 78350**

This Amendment No. Two to Contract Number 78350 the Amended and Restated Agreement for Quality Assurance (“QA”) Services for the Los Angeles Eligibility, Automated Determination, Evaluation and Reporting (“LEADER”) Replacement System (“LRS”) Project, is entered into this 15th day of November, 2019 (the “Execution Date”), by and between the CalSAWS Consortium (“CONSORTIUM”) and First Data Government Solutions, LP, a Delaware Limited Partnership (“CONTRACTOR”).

**RECITALS**

Whereas, the Centers for Medicare and Medicaid Services and the Food and Nutrition Services agencies of the United States Department of Agriculture directed California to move to a single statewide automated welfare system (“CalSAWS”) by 2023. In moving toward that goal, on June 28, 2019, the 18 Welfare Client Data Systems Consortium Counties joined the 40 California Automated Consortium Eligibility System Counties, and the combined 58-county organization changed its legal name to the CalSAWS Consortium. As a single legal entity separate from its members, CalSAWS manages the LRS, Consortium IV (“C-IV”) and WCDS systems; and

Whereas, by this Amendment Number Two, the Consortium seeks to amend the Agreement to reflect the Consortium's new legal name, CalSAWS Consortium, extend the term of the Agreement, define the scope of work for the extended term, and provide for payment for such extended term.

**AGREEMENT**

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

1. **Consortium Name Change:** The parties agree that the name of the Consortium in the Agreement is changed from the California Automated Consortium Eligibility System to the CalSAWS Consortium for all purposes, to recognize the Consortium’s name change by its members effective as of June 28, 2019.
2. **Definitions.** Section 1.4. of the agreement is amended with the addition of the following definition:

**1.4.74 QA Further Extended Term**

The Term “QA Extended Term” will have the meaning specified in Subparagraph 7.4 (QA Further Extended Term).

1. **Term.** Section 7 of the Agreement is amended with the addition of Section 7.4 as follows:

**7.4 QA FURTHER EXTENDED TERM**

The Agreement shall also be effective for the extended period of time which will begin on March 1, and continue through September 30, 2021 unless terminated earlier as provided herein.

1. **Contract Sum.** Section 8 of the Agreement is amended with the addition of Section 8.1.4 as follows:

**Section 8.1.4 TOTAL MAXIMUM CONTRACT SUM DURING ANY QA FURTHER EXTENDED TERM**

This Agreement is extended pursuant to Subparagraph 7.4 (QA Further Extended Term), and the Total Maximum Contract Sum [CONTRACTOR’s total consideration for all Work hereunder, including all applicable taxes, transportation charges, and other costs and expenses for this Agreement during the QA Extended Term including any Pool Dollars], shall not exceed Six Million Four Hundred and Fifty-One Thousand Seven Hundred Thirty-Eight Dollars ($6,451,738). The Total Maximum Contract Sum for the QA Further Extended Term shall not be increased for any costs or expenses whatsoever of CONTRACTOR.

1. **Scope of Work**.
   1. Exhibit A, Section 1.3. Exhibit A Statement of Work for Quality Assurance (QA) Services for the LRS, Section 1.3 of the of the Agreement is amended with the addition of the following scope.

**5. QA Further Extended Term:** The QA Further Extended Term is for a maximum of seven (7) months and includes the following Work:

**A.** QA Management Services

**B.** Augmentation Staff

* 1. Exhibit A, Section 2.1.2.1. Exhibit A Statement of Work for Quality Assurance (QA) Services for the LRS, Section 2.1.2 CONTRACTOR Resources, subsection 2.1.2.1 QA Key Staff, bullet 2 of the Agreement is replaced in its entirety as follows:

**2.** CONTRACTOR Project Manager shall be assigned to the LRS Project and leveraged for the C-IV Project.

CONTRACTOR Project Manager shall report directly to CONSORTIUM Project Director. CONTRACTOR Project Manager shall serve as the primary point-of-contact between CONSORTIUM Project Director and CONTRACTOR. CONTRACTOR Project Manager shall be responsible for the overall day-to-day management and coordination of all Work to ensure that all Deliverables and other requirements, as described in Agreement, are completed successfully and on time.

* 1. Exhibit A, Section 2.1.2.3. Exhibit A Statement of Work for Quality Assurance (QA) Services for the LRS, Section 2.1.2 CONTRACTOR Resources, of the Agreement is amended with the addition of the following description of contractor resources:

**Section 2.1.2.3 QA Augmentation Staff**

CONTRACTOR Staff Augmentation Staff shall provide support services as requested by the Consortium.

Senior Business Analyst/Tester services include but are not limited to:

* Support requirements gathering, design validation, Release Notes review, incident identification and validation; defect documentation, prioritization and planning; issue resolution and reporting
* Review Test Plans and scenarios; serve as Consortium tester resource; provide test process training, test planning, data creation, and test execution; provide policy, application and team support Analyze and/or develop business process solutions, especially in the absence of an automated solution
* When assigned a program, system or technical area of responsibility own every aspect of that area of assignment including problem resolution and maintenance communications
* Participate in County Welfare Directors Association of California/State meetings and workgroups as requested
* Ability to read and understand State and Federal regulations, and to translate those into business/system requirements
* Work with project stakeholder's responses to questions, comments and concerns; lead application development and testing initiatives, prepare and present findings to project leadership
* Attend project development, planning and testing meetings; provide support in the project risk and issues identification and management process
* Review System Integration Test (SIT) scenarios, support proper disposition of deliverable comments/action items; and work with stakeholders to identify and implement corrective actions, if necessary

1. **Schedule of Payments.** Exhibit B. Schedule B-EXT. Exhibit B Schedule of Payments of the Agreement is replaced in its entirety as follows:

**Exhibit B Schedule of Payments**

Replace Schedule B-EXT in its entirety with the following:

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| **Schedule B-EXT and Further EXT** | | |
| **QA Management Services Prices During Any QA Extended and Further Extended Term** | | |
| **QA Management Services** | **Fixed Monthly Price** | **Maximum Annual Price** |
| Contract Year 4: March 1, 2018 – February 28, 2019 | $92,716.17 | $1,112,594 |
| Contract Year 5: March 1, 2019 – February 28, 2020 | $92,716.17 | $1,112,594 |
| Contract Year 6: March 1, 2020 – February 28, 2021 | $92,716.17 | $1,112,594 |
| FURTHER EXT: March 1, 2021 – September 30, 2021 | $92,716.17 | $649,013 |

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| --- | --- |
| **Professional Services** | **Maximum Price** |
| QA Extended Term: March 1, 2018 - February 28, 2021 | $750,000 |

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| **Augmentation Staff Services** | **Maximum Annual Price** |
| Contract Year 5: December 1, 2019 – February 28, 2020 | $233,856 |
| Contract Year 6: March 1, 2020 – February 28, 2021 | $935,424 |
| FURTHER EXT: March 1, 2021 – September 30, 2021 | $545,664 |

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| --- | --- |
| Total QA Extended Term (years 4-6): March 1, 2018 - February 28, 2021 | $5,257,062 |
| Total QA Further Extended Term: March 1, 2021 - September 30, 2021 | $1,194,677 |
|  |  |
| **Total QA Extended and Further Extended Term** | **$6,451,739** |

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| --- | --- |
| **QA Professional Services and Augmentation Staff Prices During Any QA Extended and Further Extended Term** | |
| **Service Type** | **Hourly Rate** |
| Professional Services | $134.00 |
| Augmentation Staff - Senior Business Analyst / Tester | $116.00[[1]](#footnote-2) |

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| --- | --- |
| **Total QA Initial Term: March 1, 2015 - February 28, 2018** |  |
|  |  |
| **Subtotal Phase 1 (Task 1-13)** | **$3,881,143** |
| **Subtotal Phase 2 (Task 14)** | **$48,720** |
| **Subtotal Phase 3 (Task 15)** | **$86,999** |
| **Max Sum All Deliverables - QA Initial Term** | **$4,016,862** |
| Professional Services: March 1, 2015 - February 28, 2018 | $750,000 |
|  |  |
| **Total QA Initial Term** | **$4,766,862** |

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| --- | --- |
| **Contract Total- Initial, Extended and Further Extended Terms** |  |
| Total QA Initial Term (years 1-3): March 1, 2015 - February 28, 2018 | $4,766,862 |
| Total QA Extended Term (years 4-6): March 1, 2018 - February 28, 2021 | $5,257,062 |
| Total QA Further Extended Term: March 1, 2021 - September 30, 2021 | $1,194,677 |
|  |  |
| **TOTAL CONTRACT** | **$11,218,601** |

1. **Miscellaneous Survival.** Capitalized terms used but not otherwise defined in this Amendment will have the meanings in the Agreement. Except as specifically provided in this Amendment No. Two, all other terms and conditions of the Agreement are unchanged and remain in full force and effect.

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

**CALSAWS CONSORTIUM FIRST DATA GOVERNMENT**

**SOLUTIONS, LP**

By: FDGS Partner, LLC

Its general partner

By: By:

Printed Name: Printed Name:

Title: Title:

Date: Date:

By:

Printed Name:

Title:

Date:

**Notice Address: Notice Address:**

CalSAWS Consortium First Data Government Solutions, LP

Attention: Executive Director Attention: Jose Garcia, SVP, Government Solutions

11290 Pyrites Way, Suite 150 5565 Glenridge Connecter NE

Rancho Cordova, CA 95670-4481 Atlanta, GA 30342

With a copy to:

First Data Government Solutions, LP

Attn: Legal Counsel

5775 DTC Blvd., Mail Stop 100 North

Greenwood Village, Colorado 80111

1. Travel will be invoiced to CalSAWS for actual expenditures in accordance with Section 9. Invoices and Payments. [↑](#footnote-ref-2)