**Amendment No. Three**

**Contract Number 78350**

This Amendment No. Three 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 24th day of January, 2020 (the “Execution Date”), by and between the CalSAWS Consortium (“CONSORTIUM”) and First Data Government Solutions, LP, a Delaware Limited Partnership (“CONTRACTOR”).

**RECITALS**

Whereas, by this Amendment Number Three, the Consortium seeks to amend the Agreement to reflect the addition of the Senior Technical Analyst position to the QA Augmentation in the scope of work and provide for payment for such services.

**AGREEMENT**

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

1. **Contract Sum.**
   1. Section 8.1.3 of the Agreement is replaced in its entirety as follows:

**8.1.3 TOTAL MAXIMUM CONTRACT SUM DURING ANY QA EXTENDED TERM**

This Agreement is extended pursuant to Subparagraph 7.3 (QA 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 Five Million Five Hundred Twenty-Three Thousand and Nine Hundred Forty-Two Dollars ($5,523,942). The Total Maximum Contract Sum for the QA Further Extended Term shall not be increased for any costs or expenses whatsoever of CONTRACTOR.

* 1. Section 8.1.4 of the Agreement is replaced in its entirety as follows:

**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 Further Extended Term including any Pool Dollars], shall not exceed One Million Three Hundred Thirty-Five and Seven Hundred Ninety-Seven Dollars ($1,335,797). 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 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 in its entirety as follows:

**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

Senior Technical Analyst services include but are not limited to:

* Review deliverables with a focus on technical, operational industry standards and project specifications, with adherence to technically-related processes and procedures
* Provide technical support of the CalWIN System as requested
* Ability to understand State and Federal regulations, and to translate those into system technical requirements
* Support project risk and issues identification and management process
* Participate in State/Consortium technical meetings and workgroups as requested
* Support creation/modification of CalWIN User profiles and role-based security testing as required
* Review application software releases involving software or configuration changes
* Support re-platforming of lower environments to include:
  + - * Availability and scalability to support conversion and M&O activities
      * Alignment with performance standards and availability requirements
      * Coordination of planned and unplanned downtime communication and resolution
* Validate Infrastructure and Application security scans are performed periodically, and vulnerability findings are remediated
* Participate in conversion related activities including test planning, data testing, validation of reports and processes as needed

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

|  |  |  |
| --- | --- | --- |
| **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 |
|  |  |  |
| **Professional Services** | | **Maximum Price** |
| QA Extended Term: March 1, 2018 - February 28, 2021 |  | $750,000 |
|  |  |  |
| **Augmentation Staff Services** | | **Maximum Annual Price** |
| Contract Year 5: December 1, 2019 – February 28, 2020 | | $258,816 |
| Contract Year 6: March 1, 2020 – February 28, 2021 | | $1,177,344 |
| FURTHER EXT: March 1, 2021 – September 30, 2021 | | $686,784 |
|  |  |  |
| Total QA Extended Term (years 4-6): March 1, 2018 - February 28, 2021 | | $5,523,942 |
| Total QA Further Extended Term: March 1, 2021 - September 30, 2021 | | $1,335,797 |
|  |  |  |
| **Total QA Extended and Further Extended Term** |  | **$6,859,739** |
|  |  |  |
| **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] |
| Augmentation Staff - Senior Technical Analyst | | $120.00[1] |
|  | | |
|  | | |
| **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** |
|  |  |  |
|  |  |  |
| **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 | | $5,523,942 |
| Total QA Further Extended Term: March 1, 2021 - September 30, 2021 | | $1,335,797 |
|  |  |  |
| **TOTAL CONTRACT** | | **$11,626,601** |

[1] Travel will be invoiced to CalSAWS for actual expenditures in accordance with Section 9. Invoices and Payments.

1. **Confirmation of QA.** The QA remains in full force and effect, except as modified by the Amendment Number Three.

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