**Amendment No. Four**

**Contract Number 78350**

This Amendment No. Four 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 17th day of April, 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 Four, the Consortium seeks to amend the Agreement to reflect an additional Senior Business Analyst for QA Augmentation and 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 Seven Hundred Twenty-Eight Thousand and One Hundred Two Dollars ($5,728,102). 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 Four Hundred Seventy-Two and Two Hundred Thirteen Dollars ($1,472,213). The Total Maximum Contract Sum for the QA Further Extended Term shall not be increased for any costs or expenses whatsoever of CONTRACTOR.

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 | | $1,381,504 |
| FURTHER EXT: March 1, 2021 – September 30, 2021 | | $823,200 |
|  |  |  |
| Total QA Extended Term (years 4-6): March 1, 2018 - February 28, 2021 | | $5,728,102 |
| Total QA Further Extended Term: March 1, 2021 - September 30, 2021 | | $1,472,213 |
|  |  |  |
| **Total QA Extended and Further Extended Term** |  | **$7,200,315** |
|  |  |  |
| **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 | | $5,728,102 |
| Total QA Further Extended Term: March 1, 2021 - September 30, 2021 | | $1,472,213 |
|  |  |  |
| **TOTAL CONTRACT** | | **$11,967,177** |

[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 Four.

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:

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