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**CHANGE ORDER NO. FIVE
STATEWIDE PORTAL/MOBILE APP PROJECT AGREEMENT
BY AND BETWEEN
CALSAWS CONSORTIUM
AND
DELOITTE CONSULTING LLP**

This Change Order No. Five is effective on September 9, 2022 (the "Effective Date") and revises the Agreement, as defined below, between the CalSAWS Consortium ("Consortium") and Deloitte Consulting LLP ("Contractor") as specified in this Change Order No. Five. Unless otherwise indicated by this Change Order No. Five, all other provisions of the Agreement not affected by this Change Order No. Five remain in full force and effect between the parties.

RECITALS

WHEREAS, on August 25, 2020, Consortium and Contractor entered into an agreement regarding the Statewide Portal/Mobile App Project ("Agreement"); and

WHEREAS, on August 25, 2020, Contractor commenced work on the Project; and

WHEREAS, the Consortium wishes to exercise its option to extend the Maintenance & Operations (M&O) Phase 3 of the Portal/Mobile App Project provided in the Agreement for an additional two (2) years.

WHEREAS, the Consortium wishes to increase the Total Cost of the Agreement by the amount of Sixteen Million Six Hundred Eighty Four Thousand One Hundred Forty Four Dollars (\$16,684,144.00) for Modifications and Enhancement (M&E) Services to be performed by the Contractor under the Agreement.

WHEREAS, the Consortium has allotted Eight Million Dollars (\$8,000,000.00) in unallocated funds for additional Services provided under the Agreement and the parties now wish to increase the Total Cost of the Agreement by the amount of Eight Million Dollars (\$8,000,000.00).

WHEREAS, the Consortium wishes to increase the Total Cost of the Agreement by the amount of Four Hundred Forty Three Thousand Two Hundred and Two Dollars (\$443,202.00) for two (2) additional years of hardware/software support costs.

WHEREAS, the Consortium has allotted One Million dollars (\$1,000,000.00) for County Purchases for Implementation Services provided under the Agreement and the parties now wish to increase the Total Cost of the Agreement by the amount of One Million dollars (\$1,000,000.00)

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual covenants and promises described herein, the parties mutually agree to this Change Order No. Five to the Agreement as follows:

1. Section 4.3 of the Agreement provides the Consortium the option to extend the M&O Phase 3 of the Portal/Mobile App Project up to two (2) years. The Consortium wishes to exercise its option to extend M&O Phase 3 for two (2) years.
2. Section 7.1.1 General of 7.1 Total Maximum Contract Sum of the Agreement is revised to read as follows:

All of the pricing and sums set forth in this Section 7 apply to the Scope of Contract Work and Portal/Mobile App Deliverables and Services described in Section 5.

The Total Maximum Contract Sum for all DD&I (Phase 1), Optional Enhancements (Phase 2), First Year M&O (Phase 3) Deliverables, two additional M&O Option Years, County Purchases for Implementation Services, and Services to be provided pursuant to this Agreement shall not exceed Forty Seven Million One Hundred Two Thousand Nine Hundred Twenty Seven Dollars (\$47,102,927). This Total Maximum Contract Sum is inclusive of all of the following:

The Contract Sum for the DD&I Phase I, excluding those Deliverables and Services related to the Mobile App described in Sections 5.2.1.5 and 5.2.1.6 shall not exceed Six Million Twenty Eight Thousand Nine Hundred Seventy One Dollars (\$6,028,971).

The Contract Sum for Deliverables and Services related to the Mobile App described in Sections 5.2.1.5 and 5.2.1.6 shall not exceed Six Hundred Seventy Seven Thousand Four Hundred Sixteen Dollars (\$677,416).

The Contract Sum for the M&O Phase 3 shall not exceed Twenty Two Million Nine Hundred Nineteen Thousand Two Hundred Twenty Four Dollars (\$22,919,224).

The Contract Sum for the Optional Enhancements shall not exceed Sixteen Million Four Hundred Seventy Seven Thousand Nine Three Hundred Sixteen Dollars (\$16,477,316)

The Contract Sum for the County Purchases for Implementation Services shall not exceed One Million Dollars (\$1,000,000).

3. Section 8 of the Agreement, Change Orders is revised to add a new Section 8.7 which reads:

8.7 County Work Orders

The CONSORTIUM reserves the right to utilize the funds allocated for County Purchases as set forth in Section 7.1.1 by executing a County Work Order for County Purchases for additional services, authorizing such utilization via the Change Order process which governs any change to any portion of the Deliverables or Services required under this Agreement. Each County/Counties will authorize additional Portal/Mobile App Project Services in Work Order/s which will be executed by the Consortium's Executive Director and the Contractor's Project Director to initiate the Change Order process as provided in this Section 8 of this Agreement.

4. Exhibit C, Financial Matters, is revised as follows:

Attached to this Change Order No. Five, and incorporated by reference, is a Revised Exhibit C, Financial Matters. This Revised Exhibit C, Financial Matters, shall replace in its entirety the current Exhibit C, Financial Matters, to the Agreement.

IN WITNESS WHEREOF, the Consortium has caused this Change Order No. Five to be subscribed on behalf of the Consortium and Contractor has caused this Change Order No. Five to be subscribed on its behalf by its duly authorized officer, as indicated below.

DELOITTE CONSULTING LLP

Dated: 06-Sep-2022 | 11:01:29 PM IST

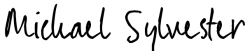
By: 

Name: Rachel Frey


Title: Principal

CALSAWS CONSORTIUM

Dated: 09-Sep-2022 | 4:58:51 PM PDT

By: 
Michael Sylvester, Consortium Chair

By: 
Kronick Moskovitz Tiedemann & Girard,
Consortium Legal Counsel

By: 
John Boule, Consortium Executive
Director

COST SCHEDULES
Attachment A

Attachment A - Price Proposal Schedules
Schedule 1
Summary of Portal/Mobile App Phase 1 DD&I, Phase 2 Optional Enhancements and and 1st 36 Months of M&O Price

Portal/Mobile DD&I and M&O Project Overall Price Total	SFY 2020/21	SFY 2021/22	SFY 2022/23	SFY 2023/24	SFY 2024/25	Portal/Mobile Maximum Amount
Portal/Mobile Phase 1: DD&I Deliverables Price	\$ 2,150,711	\$ 3,304,300	\$ -	\$ -		\$ 5,455,011
Mobile App Phase 1: DD&I Deliverables Price	\$ 249,618	\$ 427,798	\$ -	\$ -		\$ 677,416
Portal/Mobile Phase 1: Hardware and Software Price	\$ 201,936	\$ 221,601	\$ -	\$ -		\$ 423,536
Portal/Mobile Phase 1: Change Request Summary	\$ 29,724	\$ -	\$ 120,700	\$ -		\$ 150,424
Portal/Mobile Phase 1: DD&I Price Subtotal	\$ 2,631,989	\$ 3,953,698	\$ 120,700			\$ 6,706,387
Portal/Mobile Phase 2: Optional Enhancements Price	\$ -	\$ 1,738,091	\$ 1,739,225	\$ -		\$ 3,477,316
Portal/Mobile Phase 2: Hardware and Software Price		\$ -	\$ -	\$ -		\$ -
Portal/Mobile Phase 2: Price Subtotal		\$ 1,738,091	\$ 1,739,225			\$ 3,477,316
Portal/Mobile Maintenance & Operations Price: 1st 36 Months		\$ 3,124,702	\$ 7,740,528	\$ 7,740,528	\$ 3,870,264	\$ 22,476,022
Portal/Mobile Maintenance & Operations Price: Hardware and Software Support		\$ -	\$ -	\$ 221,601	\$ 221,601	\$ 443,202
Portal/Mobile: M&O Price Subtotal		\$ 3,124,702	\$ 7,740,528	\$ 7,962,129	\$ 4,091,865	\$ 22,919,224
Portal/Mobile Maximum Price Phase 1 and Phase 2 and M&O	\$ 2,631,989	\$ 8,816,491	\$ 9,600,453	\$ 7,962,129	\$ 4,091,865	\$ 33,102,927
Portal/Mobile Unallocated Funds						\$ 13,000,000
Portal/Mobile County Purchases For Implementation Services						\$ 1,000,000
Portal/Mobile Total Contract Value						\$ 47,102,927

	Assumptions
1	The Consortium will provide independent security assessments as required by NIST 800-53.
2	Deloitte and the Consortium will agree to discuss and negotiate all final terms and conditions upon award selection, which include but are not limited to any materially substantive terms in the RFP and its related attachments, exhibits, and references.
3	The Consortium will provide qualified and knowledgeable resources to the project team with business and technical skills required for the project to be delivered within the mutually agreeable timeline.
4	The Consortium will reach timely agreement with the vendors to allow for the timely provision of the products identified in the Response and Deloitte Consulting will have all access and use rights as required to perform the services.
5	Deloitte's cost proposal is based on the scope of current CalSAWS programmatic, statutory requirements and naming conventions as defined in the RFP and effective as of the submission of this RFP response.
6	The prices reflected in AWS IaaS Resources workbook are as of 01/22/2020 and are subject to change based on periodic revisions published by AWS.
7	Based on direction provided in RFP section 1.5 Location of Work that the CONTRACTOR may perform CalSAWS Statewide Portal related work at CONTRACTOR offices outside of the Sacramento area with prior written approval of the CONSORTIUM Executive Director, we assumed that Deloitte will receive approval to perform work outside of the Sacramento area. Our rates and cost proposal provided are based on this assumption.
8	Third party products will work as specified by the third-party application vendor. Any significant issues with the functionality/quality of the software could affect Deloitte Consulting's estimate, timeline, and resources.
9	Deloitte Consulting's response is submitted in accordance with the data available and provided by the Consortium at the time of the RFP response submission and all corresponding performance, dates, and pricing included in our Response are estimates and shall be considered as such.
10	The Consortium shall obtain all consents necessary from third parties required for Deloitte Consulting to perform its obligations as described in our response. We assume that the third parties will provide the required information and access in a timely manner.
11	Any other existing and planned Consortium initiatives, which are not defined to be within the scope of the project, will be managed by the Consortium in a manner which does not adversely affect the overall project timeline.
12	The Consortium will limit sensitive information, such as PII, PHI, trade secrets and other information that it considers sensitive or highly confidential, it provides to Deloitte Consulting (or otherwise makes available to Deloitte Consulting) to only that which is reasonably necessary to allow Deloitte Consulting to provide the Services. Deloitte Consulting will provide the Consortium with a list of Deloitte Consulting personnel who are authorized to receive or have access to the Consortium sensitive information. Such list may be updated as needed. Any disclosure of sensitive information by the Consortium to Deloitte Consulting will utilize levels of information security and data encryption appropriate to maintain security of Client sensitive information being accessed by or transferred to Deloitte Consulting, and as required by applicable information protection laws.
13	The Consortium will develop a mutually agreeable set of data management controls specifying the processes, procedures and methods that will be used by the parties for the secure transfer, access, and exchange management of Client sensitive information pertinent to the Services, intended to safeguard the confidentiality and security of the sensitive information. The Consortium will train its relevant personnel on any such data management approach.
14	The project team will be able to engage directly with end users (residents, CBOs, FBOs, county workers) to conduct experience research and prototype and test designs.
15	Solution concepts will be prototyped in low-fidelity wireframes that will be tested with user populations prior to development.
16	ADA testing will only be performed for English language.
17	Comprehensive design documentation for existing CalSAWS web services that will be used by the Statewide Portal to deliver Attachment J requirements will be provided by the Consortium according to the project schedule.
18	The Consortium will provide test environments and test data for the CalSAWS system web services required to support delivery of the Statewide Portal.
19	The Consortium will own production readiness, monitoring, and performance for all CalSAWS web services for which Deloitte is not owning design and development and which are required to support delivery of the Statewide Portal.
20	The Consortium will own design, modification, and testing of any eligibility rule changes required to support delivery of the Statewide Portal. Existing rules engine will be exposed via a web service.
21	Web services provided by the CalSAWS system will be stable at the start of the System testing phase.
22	Text messages sent by the Statewide Portal will not include business data in order to protect member privacy.
23	EBT Locator functionality in the Statewide Portal will be provided by an external link to https://www.ebt.ca.gov/locator/index.html#/locator.page or similar URL.
24	Test environment web services will be available to Deloitte staff to access from any work location as approved by the process described in assumption 8.
25	Deloitte project team will require working space for up to 20 resources at the North Project location for the duration of the project.
26	Spanish translations display will be tested on both desktop and responsive form factors. Other languages will be tested for formatting on desktop form factor only.
27	Phase 1 is based off the 14 month timeline mandated within the RFP. A total of 18 months are shown in Schedule 9 to account for the 90 day acceptance period, plus 30 days to remediate any issues remaining on day 90.

Certificate Of Completion

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Principal

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Holly Murphy



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CalSAWS PMO Director

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ID: c82d47e6-fba6-4320-8225-728c78dab6b9

Company Name: Deloitte

Jeff Mitchell



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Viewed: 09-Sep-2022 | 13:15

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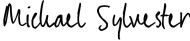
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Michael Sylvester CalSAWS JPA Board Chairperson Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 104.129.199.56	Sent: 09-Sep-2022 16:41 Viewed: 09-Sep-2022 16:58 Signed: 09-Sep-2022 16:58
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Christina Tung Deloitte US Account Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign		Sent: 06-Sep-2022 10:08
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Required hardware and software

Operating Systems:	Windows® 2000, Windows® XP, Windows Vista®; Mac OS® X
Browsers:	Final release versions of Internet Explorer® 6.0 or above (Windows only); Mozilla Firefox 2.0 or above (Windows and Mac); Safari™ 3.0 or above (Mac only)
PDF Reader:	Acrobat® or similar software may be required to view and print PDF files
Screen Resolution:	800 x 600 minimum
Enabled Security Settings:	Allow per session cookies

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