

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

This Change Order No. Nine is effective on October 18, 2024 (the "Effective Date") and revises the Agreement, as defined below, between the California Statewide Automated Welfare System (CalSAWS) Consortium ("Consortium") and Deloitte Consulting LLP ("Contractor") as specified in this Change Order No. Nine. Unless otherwise indicated by this Change Order No. Nine, all other provisions of the Agreement not affected by this Change Order No. Nine 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, the Consortium wishes to extend the term of the Agreement; and

WHEREAS, the parties have agreed to increase the Total Cost of the Agreement by the amount of Five Million Three Hundred Eighty One Thousand Nine Hundred Fifty Three Dollars (\$5,381,953) for additional Maintenance & Operations and related Hardware and Software support costs; and

WHEREAS, the parties have agreed to increase the Total Cost of the Agreement by the amount of Twenty Million Dollars (\$20,000,000) for unallocated funds to allow the Consortium to purchase additional Services provided under the Agreement; and

WHEREAS, the parties have agreed to increase the Total Contract Maximum Sum of the Agreement by the amount of Five Million Eight Hundred Five Thousand Three Hundred Ninety Six Dollars (\$5,805,396) for the Optional Extension Period; and

WHEREAS, the total amount of increases sought by this Change Order No. Nine amounts to Thirty One Million One Hundred Eighty Seven Thousand Three Hundred Forty Nine Dollars (\$31,187,349); and

WHEREAS, the parties now wish to make certain revisions to Optional Enhancements of the Agreement. Due to revised State priorities, several of the optional enhancements were replaced with currently prioritized maintenance and enhancements activities.

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. Nine to the Agreement as follows:

1. Section 2.26 Extended Term is deleted in its entirety and replaced with:

“2.26 Extended Term. The period described in Sections 4.3 and 4.5 for extended Portal/Mobile App Services.

2. The following language is added to Section 4, Contract Term:

“4.5 Extension of Contract Term to Align with BenefitsCal Procurement Schedule.

The parties have agreed to extend the term of the Contract until August 31, 2025, for Maintenance & Operations (M&O), related Hardware and Software support costs, and other Services as the parties agree in Work Orders. In addition, the Consortium may exercise an option to extend the term of the Contract for up to nine additional months (“Optional Extension Period”).”

3. Section 7.1.1 of Section 7.1 Total Maximum Contract Sum of the Agreement is deleted in entirety and replaced with:

“7.1.1 General.

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.

(a) The Total Maximum Contract Sum for all DD&I (Phase 1), Optional Enhancements (Phase 2), Maintenance & Operations, County Purchases for Implementation Services, and other Services to be provided pursuant to this Agreement until August 31, 2025 shall not exceed Seventy-Two Million Four Hundred Eighty Four Thousand Eight Hundred Eighty Dollars (\$72,484,880). This Total Maximum Contract Sum is inclusive of all of the following:

i) The Contract Sum for the DD&I Phase 1, 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 Five Million Nine Hundred Sixty Thousand Four Hundred Eighty Five Dollars (\$5,960,485).

ii) 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).

iii) The Contract Sum for the M&O Phase 3 and the extended M&O shall not exceed Twenty Seven Million Five Hundred Forty Nine Thousand Eight Hundred Eighty Six Dollars (\$27,549,886).

iv) The Contract Sum for the Optional Enhancements and Unallocated Funds shall not exceed Thirty Seven Million Two Hundred Ninety Seven Thousand Ninety Three Dollars (\$37,297,093).

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

(b) The Total Maximum Contract Sum for M&O and other Services to be provided pursuant to this Agreement during the Optional Extension Period shall not exceed Five Million Eight Hundred Five Thousand Three Hundred Ninety Six Dollars (\$5,805,396)."

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

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

DELOITTE CONSULTING LLP

Dated: 18-Oct-2024 | 8:35:52 PM IST

By: 


Name: Rachel Frey


Title: Principal

CALSAWS CONSORTIUM

Dated: 18-Oct-2024 | 10:40:35 AM PDT

By: 
Michael Sylvester, Consortium Chair

By: 
Kronick Moskowitz Tiedemann & Girard,
Consortium Legal Counsel

By: 
Julia Erdkamp, Consortium Executive
Director

Certificate Of Completion

Envelope Id: 9EDDAC238DCA473DB52DE538BF79223E

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Use Case: Contract/Service Agreement

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Rachel Frey



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Principal

Deloitte US Account

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Holly Murphy



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CalSAWS PMO Director

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Company Name: Deloitte

Jeffrey A. Mitchell



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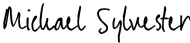
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Julia Erdkamp Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 64.21.197.186	Sent: 10/18/2024 10:39:00 AM Viewed: 10/18/2024 10:40:23 AM Signed: 10/18/2024 10:40:35 AM

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Michael Sylvester CalSAWS JPA Board Chairperson Security Level: Email, Account Authentication (None)	 Signature Adoption: Pre-selected Style Using IP Address: 172.56.169.78 Signed using mobile	Sent: 10/18/2024 10:40:37 AM Viewed: 10/18/2024 3:30:27 PM Signed: 10/18/2024 3:30:40 PM
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Surranjan Kumar Managing Director Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Accepted: 9/6/2023 3:21:34 PM ID: 248919fe-4f99-4afa-91a9-3476c1a3a6ba Company Name: Deloitte	<div>COPIED</div>	Sent: 10/18/2024 8:05:53 AM
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