

**AMENDMENT NO. ONE
MAINTENANCE & ENHANCEMENTS SERVICES AGREEMENT
BY AND BETWEEN
CALSAWS CONSORTIUM
AND
DELOITTE CONSULTING LLP**

This Amendment No. One is effective as of _____, 2025 (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 Amendment No. One. Unless otherwise indicated by this Amendment No. One, all other provisions of the Agreement not affected by this Amendment No. One remain in full force and effect between the parties.

RECITALS

WHEREAS, on February 1, 2025, Consortium and Contractor entered into the Maintenance & Enhancements (M&E) Services Agreement (“Agreement”); and

WHEREAS, on February 1, 2025, Contractor commenced work on the Project;

WHEREAS, the Consortium has requested the Contractor to remove from scope the Contact Center Services;

WHEREAS, the parties have agreed to updates to scope of Services related to Bots;

WHEREAS, the parties have agreed to additional scope of Services relating to Report Support for CDSS and DHCS;

WHEREAS, the parties have agreed that Contractor will provide Services for System Releases during the Transition-In Period;

WHEREAS, the parties have agreed to additional scope relating to the M&E System Security Plan; and

WHEREAS, the parties have agreed to revise, remove, and replace portions of Exhibit A Statement of Work, Exhibit B Statement of Requirements, and Exhibit C Pricing/Price Schedule, which are hereby attached to this Amendment No. One.

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

1. In Section 2 Definitions, Subsection 2.107 Tier 3 Central Contact Center is hereby deleted in its entirety.

2. In Section 5.2.5 M&E Service Plan and Operational Working Documents (OWDs), subsection Section 5.2.5.5, Production Operations, subclause (iv) Contact Center Support Plan is hereby deleted.

3. Section 5.2.17 M&E System Security Plan is revised to add the following language at the end of the section:

“Additionally, the Contractor shall support the development of associated Standard Operating Procedures (SOPs) and Operational Work Documents (OWDs) to align with NIST 800-53 (rev. 5) requirements. This effort does not include any technical solution implementation activities. The implementation of any technical solution will follow the existing Consortium SCR process.”

4. Section 7.1.1 General is hereby deleted in its entirety and replaced with the following:

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

The Total Maximum Contract Sum for all M&E Deliverables and Services, including Section 7.1.2 Optional Years Pricing and 7.1.3 Change Order Maximum shall not exceed Six Hundred Seventy-Four Million, Five Hundred Fifty-Eight Thousand, Five Hundred Eighteen Dollars (\$674,558,518). This Total Maximum Contract Sum is inclusive of the following:

The Contract Sum for M&E Services Summary by FY (Schedule 1) shall not exceed Three Hundred Fifty-One Million, One Hundred Ninety Thousand, Nine Hundred Seventy-Five Dollars (\$351,190,975)

The Contract Sum for M&E Deliverables: February 2025 – January 2026 (Schedule 2) shall not exceed Fourteen Million, Two Hundred Fifty-Nine Thousand, Five Hundred Forty-One Dollars (\$14,259,541)

The Contract Sum for M&E Transition-In Staff Loading (Schedule 3) shall not exceed One Million, Seven Hundred Fifty-Eight Thousand, One Hundred Eleven Dollars (\$1,758,111)

The Contract Sum for M&E Software (Schedule 4) shall not exceed Two Million, One Hundred Forty-One Thousand, Four Hundred Twelve Dollars (\$2,141,412)

The Contract Sum for ongoing M&E Services from February 2026 – January 2032 (Schedule 5) shall not exceed Three Hundred Twenty-Three Million, One Hundred Three Thousand, Eight Hundred Twenty Dollars (\$323,103,820)

The Contract Sum for ongoing M&E Other from (Schedule 15) shall not exceed Six Hundred Thousand (\$600,000)

The Contract Sum for M&E Database Migration: February 2026 - July 2027 (Schedule 7) shall not exceed Nine Million, Three Hundred Twenty-Eight Thousand, Ninety Dollars (\$9,328,090)”

5. Section 7.1.3 Change Order Maximum, is hereby deleted in its entirety and replaced with the following:

“The amount charged by Contractor for approved Change Orders and County Purchases during the Contract Term shall not exceed Eighty Million, Eight Hundred Forty-Two Thousand, Thirty-One Dollars (\$80,842,031)”

6. Section 9.2.1 Location of Work for CalSAWS North in Exhibit A Statement of Work is revised to read as follows:

- “CalSAWS North
11971 Foundation Place, 3rd Floor
Gold River, CA 95670”

7. Section 1.1.1 Consortium Responsibilities in the M&O Services Roles and Responsibilities Table in Exhibit A, Statement of Work, Task 11 is deleted in its entirety and replaced with the following:

“Task 11 – Additional Support Services:

- Provide activities tied to tasks 4, 7 and 10 for virtual assistant and time on aid functionality.
- Report Support for CDSS and DHCS”

8. Section 1.1.4 M&E Requirements in Exhibit A Statement of Work is revised to add new subsection 1.1.4.12 Task 12 – Releases during the Transition-In Period:

“Contractor will provide Services for M&E Production Releases beginning in November 2025, during the Transition-In Period (“Early Release Period”). Early Release Period activities will include:

- a. Bringing on additional M&E staff to deliver Releases 25.09, 25.11, and 26.02 during the Early Release Period
- b. Operations of non-production environments, as to support the timeline for the Early Releases, and of the production environments starting on November 01, 2025.
- c. Provide System Change Request Services for Releases 25.11 and 26.01 in the Early Release Period
- d. Provide System Change Request Services for Release 26.2 of the CalHEERS release in the Early Release Period
- e. Additional security staff to review security architecture changes, scans, updates to monitoring and security processes in support of Releases 25.09, 25.11, and 26.02 during the Early Release Period.”

9. Section 1.1.4.7 Task 7 - M&E Production Operations in Exhibit A, Statement of Work, the following portion of the task is deleted:

“Providing Tier 3 Contact Center application Services including support of the AWS Connect-based contact center CalSAWS Software, centralized and County unique IVR call flows and third-party applications for reporting, work force management and quality assurance”

10. Section 1.1.4.11 Task 11 – Additional Support Services in Exhibit A, Statement of Work, the following task is deleted in its entirety and replaced with the following:

“Additional support services span activities tied to maintaining/supporting time on aid (WDTIP replacement system) functionality and virtual assistants.

Contractor will provide resources, equivalent to the hours specified in Schedule___ (Exhibit C – M&E Price Schedules) to assist CDSS and DHCS with the following capabilities:

1. Receive, document, analyze, estimate, and manage requests.
2. Provide Ad Hoc Queries in a timely manner (timeframe to be determined by CDSS and DHCS).
3. Provide advanced query skills and knowledge of how the CalSAWS system captures and maintains data.
4. Develop new queries based on CDSS and DHCS requirements.
5. Develop queries, placed in a repository, that enables CDSS and DHCS to execute the query as needed including allowing for changes in pre-defined variables (e.g. dates, counties, etc.).
6. Review work products or queries developed by CDSS or DHCS staff and provide feedback as it relates to the CalSAWS system(s).
7. Utilize CalSAWS data access granted to CDSS and DHCS for all efforts.
8. Utilize query development tools available from the CalSAWS project or CDSS or DHCS.

9. Provide system functional analysis as it relates to strategic direction, new or modified policy, research projects, or other activities as prioritized by CDSS or DHCS.
10. Develop and deliver training sessions or materials to help staff grow system knowledge and query capabilities as requested by CDSS or DHCS. The Consortium will be provided with access to such training materials.
11. Work with CDSS and DHCS to identify a location to create a repository of queries, tools, documentation or other resources.
12. Project management organization and support to:
 - a. Assist CDSS and DHCS with prioritizing requests;
 - b. Provide previously developed Queries from CalSAWS from previous efforts or SIRFRAs (e.g. MSP updates)
 - c. Provide status updates;
 - d. Executive escalation of concerns.

This Task is based upon the following assumptions:

1. CDSS and DHCS will provide an escalation path for concerns.
2. CDSS and DHCS will provide a person or persons who will oversee incoming requests and prioritize accordingly.
3. CDSS and DHCS will provide resources with a fundamental understanding of technology and database querying.
4. Contractor resources performing Work pursuant to these Services will be rolled onto the CalSAWS Project and leverage development tools used by the CalSAWS Project as well as CalSAWS laptops. CDSS and DHCS and/or the Consortium will provide Contractor resources with software licensing and access to data, tools, and systems, etc. Required to perform the Services under this Task.
5. This Task includes Services that Contractor would perform onsite at Consortium, CDSS, DHCS, or other State agency offices (e.g., participation in meetings, training delivery to CDSS or DHCS staff, etc.). In the event that conditions do not permit Contractor, at Contractor's sole discretion, to safely perform such Services onsite at the offices of the Consortium, CDSS, DHCS, or other State agencies, Contractor will engage with CDSS or DHCS to mutually determine alternative methods of

performing such Services (e.g., virtual meetings, virtual training sessions, etc.).”

11. In 1.2 Attachment 1 – M&E Deliverable Inventory in Exhibit A, Statement of Work, in Deliverable ID ME-D02 M&E Services Plan and Operational Working Documents, the obligation to provide the Contact Center Support Plan is hereby deleted.

12. In 1.2 Attachment 1 – M&E Deliverable Inventory in Exhibit A, Statement of Work, in Deliverable ID ME-D17 System Security Plan, the M&E Deliverable Description is revised to add the following language at the end of the section:

“Additionally, the Contractor shall develop associated Standard Operating Procedures (SOPs) and Operational Work Documents (OWDs) to align with NIST 800-53 (rev. 5) requirements.”

13. In 1.2 Attachment 1 – M&E Deliverable Inventory in Exhibit A, Statement of Work, in Deliverable ID ME-D17 System Security Plan, the date of first submission is revised to “Month 13 – 1st Business Day”

14. Subtask 7.4, Central Contact Center (Unique ID ME-7.4-01 – ME 7.4-05) of Exhibit B Statement of Requirements is hereby deleted in its entirety.

15. Subtask 9.1, Risk Management, ME-9.1-03 in Exhibit B Statement of Requirements is hereby deleted in its entirety and replaced with the following:

“The Contractor will conduct a current state assessment of the existing System Security Plan prior to adoption. The Contractor will identify areas of the plan, referenced procedures and Operational Work Documents, that are missing or incomplete. The Contractor will develop the missing content and facilitate the review process with Consortium third-party reviewers. Once complete, the Contractor will adopt, enhance, maintain, deliver and execute a System Security Plan, including security policies and procedures that directly align with M&E activities supported by the Contractor and make these documents readily available for regular review with the Consortium and third-party reviewers.

Deliverable: M&E System Security Plan”

16. Subtask 11.1, Additional Support, ME-11.1-01 in Exhibit B Statement of Requirements is hereby deleted in its entirety and replaced with the following:

“Contractor will provide up to 2,080 hours per year effective February 2026 to provide level 3 help desk support, production support, reporting, environment support, technology patching and updates, analysis, and refinements for virtual assistants”

17. Subtask 11.1, Additional Support, ME-11.1-02 in Exhibit B Statement of Requirements is hereby deleted in its entirety and replaced with the following:

“Contractor will provide up to 11,226 hours per year effective February 2026 to support ongoing operations associated with the Welfare Data Tracking

Implementation Project (WDTIP) Replacement Solution (WRS) expected to be complete by February 2026. Contractor will conduct database support for builds, code deployment for ongoing releases, environment support, incident support, security activities, data refreshes, patching, and change management. Contractor will provide additional level 3 help desk support to accommodate tickets coming in from new Employment Development Department (EDD) users (primary users outside of the counties), and out of state callers (other states call to confirm TOA in CA)."

18. Subtask 11.1, Additional Support, ME-11.1-03 in Exhibit B Statement of Requirements is hereby added with the following:

"Contractor will provide up to 4,881 hours per year for CDSS and 2,303 hours per year for DHCS Report Support, as described in Exhibit A – CalSAWS M&E Statement of Work, Section 1.1.4.11 Task 11 – Additional Support Services. These services will become effective February 2026 and run through the life of the contract."

19. Exhibit C, Pricing/Price Schedules is hereby deleted in its entirety and replaced with the revised Exhibit C, Pricing/Price Schedules, attached to and incorporated into this Amendment No. One.

IN WITNESS WHEREOF, the Consortium has caused this Amendment No. One to be executed on behalf of the Consortium and Contractor has caused this Amendment No. One to be executed on behalf of Contractor, each by their respective duly authorized representatives, as indicated below.

DELOITTE CONSULTING LLP

Date: _____

By: _____

Rajesh Tahaliyani, Managing Director

CALSAWS CONSORTIUM

Date: _____

By: _____

Kronick, Moskovitz Tiedemann & Girard,
Consortium Legal Counsel

By: _____

Julia Erdkamp, Consortium Executive
Director

By: _____

Michael Sylvester, Consortium Chair