

**STANDARD AGREEMENT - AMENDMENT**

STD 213A (Rev. 10/2019)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 8 PAGES

AGREEMENT NUMBER

M53530

AMENDMENT NUMBER

2

Purchasing Authority Number

2

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY NAME

Employment Development Department

CONTRACTOR NAME

Deloitte Consulting LLP

2. The term of this Agreement is:

START DATE

April 20, 2020

THROUGH END DATE

August 20, 2020

3. The maximum amount of this Agreement after this Amendment is:

\$21,133,598.00 Twenty-One Million One Hundred Thirty-Three Thousand Five Hundred Ninety-Eight Dollars and No Cents

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

The Agreement entered into April 20, 2020 by and between the Employment Development Department, hereinafter referred to as EDD, and Deloitte Consulting LLP, hereinafter referred to as Contractor, is hereby amended to:

Update contract exhibit

Specific:

Remove Exhibit A, Statement of Work, in its entirety and replace with the updated Exhibit A.

*All other terms and conditions shall remain the same.*

IN WITNESS WHEREOF, THIS AGREEMENT HAS BEEN EXECUTED BY THE PARTIES HERETO.

**CONTRACTOR**

CONTRACTOR NAME (if other than an individual, state whether a corporation, partnership, etc.)

Deloitte Consulting LLP

CONTRACTOR BUSINESS ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

Director US Government Markets

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

Cleared  
CSG  
Dist. 7/3/2020 MN

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**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Employment Development Department

CONTRACTING AGENCY ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

Chief Business Operations Planning &amp; Support Div

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

7/1/2020

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Exempt per Governor's Proclamation of a State  
Emergency, effect March 4, 2020 (GC Sections  
8625-8629)

## EXHIBIT A STATEMENT OF WORK (SOW)

### 1. OBJECTIVE

The global COVID-19 epidemic has reached the state of California and now presents a serious threat to the health of its residents and its economic prosperity. With the Governor's declaration of a State of Emergency on March 4, 2020, interventions are urgently needed to mitigate its impacts.

Deloitte Consulting LLP (hereinafter referred to as the "Contractor") agrees to provide the Employment Development Department (hereinafter referred to as "EDD" or the "State"), augmenting EDD's Unemployment Insurance (UI) Telephone Claims Center (TCC).

These services are required immediately due to the surge in unemployment claims being filed by individuals that have lost their jobs as a result of the COVID-19 pandemic.

Calls to EDD's UI TCC have increased dramatically as a result of COVID-19 related mass layoffs around State of California and EDD's UI TCC staff cannot keep up with this volume. This inability to handle the call volume is leading to much frustration with the public, compounding the fear and uncertainty they are facing financially.

Contracting with a private Contractor (Contractor) who can provide staff and service augmentation to EDD's UI TCC operation will quickly increase EDD's ability to handle the increase in call volume and will assist in our ability to process claims more expeditiously and assuage much of the public's concerns.

EDD reserves the right to shift priorities within the scope of work at any time upon notice to the Contractor. Therefore, the Contractor must provide a price for each of the project areas described in this emergency procurement.

The new capacity that the augmented Call Center provides will, in conjunction with the existing State of California UI TCC operation, significantly advance the State's goal of enrolling all those individuals that are eligible for unemployment insurance benefits.

The augmented Call Center project will commence when the contract is signed and will have a term of two months with an option to add four (4) 1 month extensions.

### 2. TERM/PERIOD OF PERFORMANCE

The period of performance for the Amendment (also referred to in this SOW as the "Contract") shall be four (4) months from April 20, 2020 or upon approval, whichever is later, through August 20, 2020. **Amendment 2 is effective from June 21, 2020 through August 20, 2020.**

The Contractor shall not be authorized to deliver or commence the performance of services as described in this SOW until written approval has been obtained from all entities. Any delivery or performance of service that is commenced prior to the signing of the Contract shall be considered voluntary on the part of the Contractor and non-compensable.

### 3. CONTRACT REPRESENTATIVES

All notices required by, or relating to, this Contract shall be in writing and shall be sent to the parties of the Contract at the address set below unless changed from time to time, in which event each party shall so notify the other in writing, and all such notices shall be deemed duly given if deposited, postage prepaid, in the United States mail or e-mailed and directed to the addresses then prevailing.

The Business Contract Manager during the term of this Contract will be:

State:	Employment Development Department	Contractor:	Deloitte Consulting LLP
Unit:		Name:	
Name:		Address:	
Address:			
Phone:		Phone:	
e-mail:		e-mail:	

### 4. PROJECT TASKS/DELIVERABLES

The Contractor, may initially provide a team of 500 or more telephone agents which will have access to EDD contact center and corresponding system(s) of record technologies in order to answer, diagnose and resolve or properly transfer if outside of an agreed set of call drivers. EDD will assist in training by providing training materials.

The primary scope for the augmented Call Center operation is to assist EDD's Call Centers operation by providing call center services to include staff who can help respond to an extraordinarily high call volume for UI Original Claim applications and Pandemic Unemployment Assistance (PUA) applications and inquiries. 500 Contractor's agents are to ramp up as quickly as possible to commence work at the start of the contract, and EDD may seek additional agents at a later date. Contractor must use EDD's Verizon VCC solution or another agreed upon solution and provide proper staffing is maintained during call center operational days and hours in accordance with a staffing plan mutually agreed to by the parties. The Contractor's agents will be trained on EDD policies and procedures for in scope UI services and support.

The Contractor must provide call center operations and oversight including project management and reporting on contract activities to EDD.

Other Services that may be required, subject to EDD approval will be executed using the Work Authorization Form (Exhibit A-2).

#### Command Center

Contractor will provide ongoing project management, oversight and reporting to EDD. Specifically, these tasks will consist of the following:

- **Project Management:** Continue PM oversight to coordinate the transition and knowledge transfer activities to the EDD for the command center functions, managing escalations, and executive comms.

- **Reporting:** Continue current services and lead the knowledge transfer activities working with designated EDD managers and staff to transition the reporting to the staff using the data sources Deloitte uses.
- **Incident Management:** Continue incident management services – triage, address and resolve technical issues around tools such as VDI, VCC, SCDB, CUBS, and SharePoint for Deloitte managed agents.

### Agent Deployment

Contractor will deploy an initial tranche of 500 or more customer service agents to support the surge in call volumes; number of agents will fluctuate as needed during the period as agreed to by the parties.

Responsibilities will include:

- **WFM & Utilization:** Continue services to assist in transition and perform knowledge transfer activities for transition to the EDD.
- **Training:** Continue services for training Deloitte managed agents and provide agents with educational and support resources.
- **Provisioning:** Continue services to coordinate and manage provisioning requests for Deloitte agents with EDD and manager master database.
- **Q&A & Performance Management:** Continue services to provide oversight and management of the Deloitte agents.

### Agent Support

Contractor will provide agent provisioning and first level technical support (Incident Management) to the call center agents, and assumes the role of single point of contact between EDD and the agents. This includes, but not limited to:

- Assist agents with logon process
- PC issues and connectivity
- Managing VCC password resets
- Resolving first level technical issues including:
  - CUBS
  - MFA
  - SCDB
  - SharePoint
  - UI Intake Form
  - VCC
  - VDI access
- Tracking trends and patterns

Contractor will email the Service Desk (SD) mailbox [REDACTED] for issues that cannot be solved with first level triage, and require EDD resolution. The SD will attempt to resolve or escalate to ITB Tier 2/3 or UI for additional troubleshooting efforts.

### Staff Qualifications

All references to "Contractor staff", "Contractor agents", and "Contractor management" include subcontractors and all subcontractor personnel are subject to the same requirements and standards as Contractor personnel, including but not limited to all confidentiality requirements.

**Accessibility and Staffing:**

- A. The Contractor will assume a support role to help the current UI hotlines through an augmented Call Center.
- B. The Contractor will be required to hire staff who have strong communication and interpersonal skills.
- C. The Contractor's agents must be able to assist English and Spanish speaking individuals. **Any new agents hired need to be California based with a goal of many being bilingual skilled.**
- D. The Contractor's agents who are taking calls must use EDD's Verizon VCC solution or such other solution agreed to by the parties and ensure proper staffing is maintained during call center operational days and hours in accordance with the parties staffing plan.
- E. The current hours of operation (PST) for the augmented Call Center operation will be as follows, and staffed in accordance with the agreed to staffing plan:

Monday 8:00 a.m. to 8:00 p.m.

Tuesday 8:00 a.m. to 8:00 p.m.

Wednesday 8:00 a.m. to 8:00 p.m.

Thursday 8:00 a.m. to 8:00 p.m.

Friday 8:00 a.m. to 8:00 p.m.

Saturday 8:00 a.m. to 8:00 p.m.

Sunday 8:00 a.m. to 8:00 p.m.

These hours may be expanded or contracted by the EDD. Support for Incident Management will be provided from 8:00a.m. to 8:00p.m. on weekdays, and on-call basis on weekends from 8:00a.m. to 8:00p.m. (or agreed upon approach with the State).

- F. The Contractor's augmented Call Center agents need to escalate callers threatening self-harm or that are threatening the agent. Calls will be escalated as determined by EDD and communicated to Deloitte.
- G. The Contractor's agents must transfer more complex calls to EDD utilizing the features and capabilities of the technology provided by EDD.

**Objectives:**

Weekly, Deloitte and EDD will meet to discuss the staffing levels required to address the call volumes.

**Caller Assistance/Information Dissemination:**

The Contractor's information dissemination responsibilities include, but are not limited to, providing UI benefits information to callers.

**Handling Complaints:**

- A. Accept information on complaints about the programs and provide written information on complaints to EDD for follow up as determined by EDD and communicated to Deloitte.
- B. Respond to complaints either directly or by capturing the information and referring it to EDD staff. Once EDD has investigated the complaint and determined the outcome, EDD will inform the person who made the complaint. The Contractor will use EDD's technology to log such complaints.

**Access to EDD Resources:**

The Contractor will have access to the EDD UI system and other technology available to EDD UI staff, as may be authorized by EDD.

**Assumptions:**

1. A staffed hour ("Staffed Hour") represents time spent talking with clients, after call work, QA, supervisor time, workforce management, technology integration, time spent logged into the phone system to handle customer calls, and all other functions that call center personnel will perform hereunder. Staffed Hours will include required breaks, training and briefing activities and is the time entered by agents in their company's internal time tracking system.
2. EDD approves the Contractor's use of the following subcontractors to perform work under this SOW: Verizon, Senture, Harte Hanks, AnswerNet, Fortuna, Activus, CSAA Insurance Services and Eventus.
3. The provisions required for FEMA funded contracting attached hereto as Exhibit F, entitled "Additional Legal Terms Required for FEMA Reimbursement" are incorporated herein to the extent applicable.
4. For this Agreement, the warranty period under Section 18(a) of GSDP401IT shall be thirty (30) days from delivery rather than one year.

**5. CONTRACTOR RESPONSIBILITIES**

- a. The Contractor will provide its own equipment necessary to perform the required duties.
- b. The Contractor shall designate a primary contact person to whom all project communications may be addressed and who has the authority to act on all aspects of the services.
- c. The Contractor will adhere to the EDD policies and procedures, guidelines and templates including access and security requirements.

**6. EMPLOYMENT DEVELOPMENT DEPARTMENT RESPONSIBILITIES**

- a. Designate a person to whom all Contractor communication may be addressed, and who has the authority to act on all aspects of the services. This person will review the SOW and associated documents with the Contractor to ensure understanding of the responsibilities of both parties.
- b. Provide a timely review and approval of information and documentation provided by the Contractor to perform its obligations.

**7. PERFORMANCE**

The EDD will be the sole judge of the acceptability of all work performed and all work products produced by the Contractor as a result of this SOW. Should the work performed or the products produced by the Contractor fail to meet the EDD conditions, requirements, specifications, guidelines, or other applicable standards, the following resolution process will be employed, except as superseded by other binding processes (this section 7 shall only apply to the extent that Deliverables are provided by Contractor as part of the Services):

- a. The EDD will notify the Contractor after completion of each phase of service of any acceptance problems by identifying the specific inadequacies and/or failures in the services performed and/or the products produced by the Contractor. The costs related to rework of unacceptable work products shall not be billed to the EDD.
- b. The Contractor will respond to the EDD by submitting a detailed explanation describing precisely how the identified services and/or products actually adhere to and satisfy all applicable requirements, and/or a proposed corrective action plan to address the specific inadequacies and/or failures in the identified services and/or products. Failure by the Contractor to respond to the EDD's initial problem notification within the required time limits may result in immediate termination of the Contract.  
In the event of such termination, the EDD shall pay all amounts due the Contractor for all work accepted prior to termination.
- c. The EDD will notify the Contractor in writing whether it accepts or rejects the explanation and/or plan. If the EDD rejects the explanation and/or plan, the Contractor will submit a revised corrective action plan within three (3) State business days of notification of rejection. Failure by the Contractor to respond to the EDD's notification of rejection by submitting a revised corrective action plan within the required time limits may result in immediate termination of the Contract. In the event of such termination, the EDD shall pay all amounts due the Contractor for all work accepted prior to termination.
- d. The EDD will notify the Contractor in writing whether it accepts or rejects the revised corrective action plan proposed by the Contractor. Rejection of the revised corrective action plan will result in immediate termination of the Contract. In the event of such termination, the EDD shall pay all amounts due the Contractor for all work accepted prior to termination.

## 8. PROBLEM ESCALATION

The parties acknowledge and agree that certain technical and project related problems or issues may arise, and that such matters shall be brought to the EDD's attention. Problems or issues shall normally be reported in regular status reports. There may be instances, however, where the severity of the problems justifies escalated reporting. To this extent, the Contractor will determine the level of severity and notify the appropriate EDD personnel. The EDD personnel notified, and the time period taken to report the problem or issue, shall be at a level commensurate with the severity of the problem or issue. The EDD personnel include, but are not limited to, the following:

First level:

[REDACTED]

Second level:

[REDACTED]

Third level:

[REDACTED]

## 9. AMENDMENTS

Consistent with the terms and conditions of the original agreement, and upon mutual consent, the EDD and the Contractor may execute amendments to this Agreement, including revisions to Exhibit A – Statement of Work (i.e. objective, project tasks and deliverables). There shall be options to amend for additional time and funds. No amendment or variation of the terms of this Agreement shall be valid unless made in writing, and agreed upon by both parties and

approved, as required. No verbal understanding or agreement not incorporated into the Agreement is binding on any of the parties.

## 10. CANCELLATION

The EDD may exercise its option to terminate the Contract at any time with 30 calendar days' prior written notice. In the event of such termination, the EDD shall pay all amounts due the Contractor for all tasks/deliverables accepted prior to termination

## 11. OTHER CONTRACT CONSIDERATIONS

- a. The Contractor will act as prime contractor under this Contract. In addition to identifying all personnel proposed to work under this Contract, the Contractor shall also identify its subcontractor affiliation, as applicable.
- b. The EDD reserves the right to approve all subcontractors prior to the performance of any work by the subcontractor.
- c. Nothing contained in this Contract shall create any conceptual relationship between the State and any subcontractors, and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor is fully responsible to the EDD for the acts and omissions of its subcontractors and of persons either directly or indirectly employed by any of them.
- d. If a subcontractor is a California Certified Small Business (SB) and/or Disabled Veteran Business Enterprise (DVBE), then those amounts paid to certified subcontractors shall be identified on the Contractor's invoice(s).
- e. The Contractor's obligation to pay its subcontractors is an independent obligation from the State's obligation to make payments to the Contractor. As a result, the State shall have no obligation to pay or to enforce the payment of any monies to any subcontractor.
- f. Military and Veteran Code (MVC) 999.5(d), Government Code (GC) 14841, and California Code of Regulations (CCR) 1896.78(e) requires all Prime Contractor's that had a DVBE firm perform any element of work for a contract to report DVBE information.

Prime Contractors are required to maintain records supporting the information that all payments to DVBE subcontractor(s) were made. The Prime DVBE Subcontracting form can be found at the following link:

[https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/pd\\_810P.pdf](https://www.documents.dgs.ca.gov/dgs/fmc/gs/pd/pd_810P.pdf) and the instructions can be found at the following link: <https://www.dgs.ca.gov/PD/Services/Page-Content/Procurement-Division-Services-List-Folder/File-a-DVBE-Subcontractor-Report#@ViewBag.JumpTo>. Completed forms are to be e-mailed to: [primeDVBE@state.ca.gov](mailto:primeDVBE@state.ca.gov).

## 12. FEDERAL TAX ADMINISTRATION REQUIREMENTS

Subject to the Internal Revenue Service (IRS), federal tax information (FTI) requirements, if an unfavorable response is received by the IRS, this contract will be terminated immediately, per General Provisions – Information Technology (GSPD-401), clause 23, Termination for Default.

### **13. SECURITY AND DATA PROTECTION REQUIREMENTS**

The EDD must ensure agreements with state and non-state entities include provisions, which protect and minimize risk to the state when engaging in the development, use, or maintenance of information systems, products, solutions, or services. In order to comply with the State Administrative Manual (SAM) Section 5305.8, Contractor must comply with Exhibit E, Security and Data Protection.