

**STANDARD AGREEMENT - AMENDMENT**

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED **8** PAGES

AGREEMENT NUMBER

M53917-7100

AMENDMENT NUMBER

3

Purchasing Authority Number

EDD-7100

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

CONTRACTING AGENCY NAME

Employment Development Department

CONTRACTOR NAME

Eventus Solutions Group, LLC

2. The term of this Agreement is:

START DATE

May 1, 2020

THROUGH END DATE

June 30, 2021

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

Seven Million Five Hundred Fifty Four Thousand Four Hundred Dollars and No Cents (\$7,554,400.00)

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:

That Agreement entered into May 1, 2020 by and between the Employment Development Department, hereinafter referred to as EDD, and Eventus Solutions Group, LLC, hereinafter referred to as Contractor, is hereby amended to:

Extend the Initial Term of the Agreement, update the services provided, and increase the Agreement budget in order to address COVID-19 pandemic related concerns and to ensure adequate response to the residents of California.

Specific:

--Increase the total maximum contract amount by \$2,997,696.00.

--Change the contract end date to June 30, 2021.

--Delete Exhibit A, Statement of Work, in its entirety and replace with the attached revised Exhibit A.

--Delete Exhibit B, Budget Detail and Payment Provisions, and replace with the attached revised Exhibit B.

*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.)

Eventus Solutions Group, LLC

CONTRACTOR BUSINESS ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTOR AUTHORIZED SIGNATURE

DATE SIGNED

12-23-2020

**STANDARD AGREEMENT - AMENDMENT**

STD 213A (Rev. 4/2020)

 CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 8 PAGES

AGREEMENT NUMBER

M53917-7100

AMENDMENT NUMBER

3

Purchasing Authority Number

EDD-7100

**STATE OF CALIFORNIA**

CONTRACTING AGENCY NAME

Employment Development Department

CONTRACTING AGENCY ADDRESS

[REDACTED]

CITY

[REDACTED]

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

[REDACTED]

TITLE

[REDACTED]

CONTRACTING AGENCY AUTHORIZED SIGNATURE

[REDACTED]

DATE SIGNED

12/31/2020

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Governor's State of Emergency Proclamation,  
effective March 4, 2020 (GC Sections 8625-8629)

**EXHIBIT A  
(Standard Agreement)**

**STATEMENT OF WORK**

- 1. BACKGROUND.** Because of the unprecedented impact of COVID-19 pandemic ("Pandemic") on the residents of the State of California (the "State"), the State has been inundated with inbound calls from State residents with questions and concerns about the Pandemic that are far above and beyond the State's standard capacity to handle State resident communications. As a result, the State is in the process of engaging multiple telecommunications experts to assist with the implementation of an extremely robust solution within an aggressive timeline to accommodate the volume of State resident communications ("EDD's Pandemic Response"). Contractor is an expert at providing strategic management and consulting to government and commercial clients that are engaged in new customer experience ("CX") initiatives or CX transformations and already has positioned itself with multiple clients to assist with managing through the Pandemic.
- 2. TERM/PERIOD OF PERFORMANCE.** The initial term of this Agreement began on May 1, 2020 and was amended on June 24, 2020 ("Amendment 1") to continue through August 7, 2020 ("Initial Term"), and again on August 1, 2020 to continue through December 31, 2020 ("Amendment 2"). Amendment 2 is amended to extend the Initial Term through June 30, 2021 ("Amendment 3"), with an option to extend the Services on a month-to-month basis through December 31, 2021, and to provide the following updates to the Services, as described in greater detail in Section 6. All Services described under this Amendment 3 will begin on January 1, 2021 and continue through June 30, 2021. Any renewals or extension beyond June, 2021, will be mutually agreed upon by the parties, subject to the pricing set forth in Section 7.
- 3. 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: [REDACTED] EDD Chief Information Officer.
- 4. AMENDMENT.** 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. All amendments for additional services will be based on the rates identified in Section 7. Pricing of this SOW.

**EXHIBIT A  
(Standard Agreement)**

- 5. CANCELLATION.** The EDD may exercise its option to terminate the Contract with 30 calendar days' prior written notice following the completion of the Agreement's Initial Term defined in Section 2. Term/Period of Performance of this SOW. In the event of such termination, the EDD shall pay all amounts due the Contractor for all tasks/deliverables accepted prior to termination.

In the event that EDD wishes to exercise a change in the scope of services of this Contract after the Initial Term which may impact the level of resources, then the parties will mutually agree upon the size, scope of responsibilities and pricing for a reduced team of Resources in an amendment to this Contract.

- 6. DESCRIPTION OF SERVICES/CONTRACTOR RESOURCES.** The Contractor shall provide EDD with a team of strategic consultants ("Resources"), who have a depth and breadth of experience sufficient to perform the Services described in this Amendment, with the intention to give the EDD ultimate flexibility to utilize Contractor's Resources to provide regular ongoing tasks that may change from day-to-day or to assign such Resources to focus on a particular longer- term project, in accordance with EDD's Work Authorization form ("WA"), which is attached hereto and incorporated by reference as Attachment B1. The WA may be used to assign the Resources identified in this SOW or may be used to increase the Resources assigned under this Agreement, in accordance with the timeframes and for the additional fees set forth in an executed WA, subject to the direction of and instructions by the EDD's Chief Information Officer [REDACTED]. Contractor's Resources will have expertise in all of the following areas to support EDD's Pandemic Response.

**Knowledge Management and Flow Resources**

- Combined part-time and full-time Resources totaling (15) FTE's focused on Knowledge Management CoE, Content Development & Work Flows
  - (1) Program Manager
  - (1) Director of Knowledge Management
  - (3) COE and Workstream leads
  - (4) Content Writers
  - (4) FTE's focused on Workflows / Operations
  - (1) Salesforce Workflow Engineers (build workflows into SFDC platform)
  - (1) Reporting Analyst

In this regard, the Resources scope of expertise covers the following areas:

**Knowledge Management and Flow Deliverables**

- Knowledge Management and Content Development
- Salesforce Optimization and Implementation of Additional Phases
- Implement KM Center of Excellence and help operationalize EDD staff
- Digitize Claimant-facing KM (Ask EDD)
- Digitize EPR and DI Content to KM

**EXHIBIT A  
(Standard Agreement)**

**Knowledge Management & Content Development**

- Develop governance process and workflow to clarify short and long term process
- Curate existing training materials, bulletins and manuals to the extent practical within the term of this SOW
- Collaborate with EDD training staff to prioritize digitization of Knowledge Management content
- Collaborate with EDD training staff to approve Knowledge Management articles that are connected to Flows from authorizing phase into production
- Execute on KM content transformation/migration plan
- Ongoing project status with key stakeholders

**KM Center of Excellence**

- Implement the KM COE Strategy that includes the following:
  - Business Strategy
  - Organizational Structure
  - Governance
  - Company Culture
  - Technology Infrastructure
  - Knowledge Content
  - Knowledge Accessibility
  - KPI's Measurements
- Deliverables:
  - KM Playbook (documents the areas above)
  - Content Style Guide
  - Executive Presentation
- Ongoing project status with key stakeholders
- Execute on the KM COE Strategy to help operationalize State staff
- Quality & Reporting
  - Quality Analyst to analyze proficiency and quality of content for workflows

**7. PRICING.** Contractor will provide EDD with fifteen (15) FTE Resources for the Knowledge Management Expertise at a blended monthly rate for a total fixed fee as identified in Section 8. Payment Terms of this SOW, with the understanding that Contractor may, during the term of the Agreement, use more than fifteen (15) of its personnel to meet the FTE commitment.

**EXHIBIT A  
(Standard Agreement)**

- 8. PAYMENT TERMS.** Invoices will be issued electronically by Contractor to EDD on the invoice dates set forth in the table below under this Agreement:

<b>Knowledge Management and Flow Resources</b>	
<b>Invoice Date</b>	<b>Invoice Amount</b>
February 1, 2021	\$499,616
March 1, 2021	\$499,616
April 1, 2021	\$499,616
May 1, 2021	\$499,616
June 1, 2021	\$499,616
July 1, 2021	\$499,616
<b>Total</b>	<b>\$2,997,696</b>

<b>Agreement Total</b>	<b>\$2,997,696</b>
------------------------	--------------------

**Optional Month-to-Month Extensions Pricing through December 31, 2021**

<b>Knowledge Management and Flow Resources: \$499,616 per month</b>
---

- 9. THIRD PARTY USAGE.** Contractor may utilize third-party contractor(s) for this engagement with the approval of the EDD ITB and the EDD Business Operations Planning and Support Division (BOPSD) Analyst, enter into sub-agreements with third parties for the performance of any part of the Contractor's duties and obligations. Any such State approval may be rescinded for reasonable cause. The Contractor is responsible and liable for the proper performance and quality of any work performed by any and all sub-agreements. The State reserves the right to reject or refuse admission to any sub-agreement personnel whose workmanship, in the reasonable judgment of the State, is deemed to be substandard. In no event shall the existence of a sub-agreement release or reduce the liability of the Contractor to the EDD for any breach in performance of the Contractor's duties.
- 10. WORK LOCATION.** Contractor will perform the majority of the work remotely and if desired, can be on-site as necessary and travel expense cost must be in accordance with state's travel cost allowance and will require an amendment of the agreement.
- 11. CONTRACTOR PARAMETERS.** The Contractor will provide the independent services described by this SOW, and associated Standard Agreement (STD. 213), subject to the following: a) The EDD will not reimburse for any expenses incurred by the Contractor in the execution of activities as described by the Contractor's Offer, and associated Standard Agreement, except as specifically preauthorized in writing by the EDD and b) All data, documents, software and other artifacts produced under the Contract will become the sole property of EDD.

**EXHIBIT A  
(Standard Agreement)**

- 12. SECURITY.** The Contractor shall supply the respective EDD Program Manager with the names of the Consultant(s) who are assigned to this project and will need access to EDD facilities. The Contractor shall notify the EDD Security Administrator of all changes, as soon as is practical. The EDD shall issue identification (ID) badges to each Consultant to allow them access to those areas of the building where they will be performing services. These ID badges are the property of EDD and the Consultants must surrender them when they leave the project(s) or at the end of the Contract term. The EDD shall issue computer user accounts to each Consultant as needed and for no longer than the duration of the contract. An Appointment/Separation Checklist (DE 7411) shall be completed for all such accounts and shall reflect the account ID and the anticipated expiration date. The EDD Single Point of Contact (SPOC) may request the EDD Security Administrator extend the user account ID expiration date by sending a request with a new anticipated account expiration date. EDD shall cancel user account access as soon as there is no longer a business need for such access, or when the Consultant is no longer working on the project.
- 13. INSURANCE REQUIREMENTS.** Contractor agrees the insurance herein provided for shall be in effect at all times during the term of this Contract. In the event said insurance coverage expires at any time during the term of this Contract, Contractor agrees to provide at least 30 days prior to said expiration date, a new certificate of insurance evidencing insurance coverage as outlined below for not less than the remainder of the term of this Contract, or for a period of not less than one year. New certificates of insurance are subject to the approval of the Department of General Services (DGS), and Contractor agrees that no work or services shall be performed prior to the giving of such approval. In the event Contractor fails to keep in effect at all times insurance coverage as herein provided, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event. The Contractor shall provide written notice to EDD within five (5) business days of any cancellation, non-renewal, or material change that affects required insurance coverage.

The Contractor shall display evidence of the following coverage on an ACORD certificate:  
**Commercial General Liability Insurance** - Contractor shall furnish to EDD a certificate of insurance prior to commencement of work stating there is commercial general liability insurance in effect for the Contractor in an occurrence form with limits not less than \$1,000,000 per occurrence for bodily injury and property damage combined. The certificate of insurance must include the following provision stating: **The State of California, its officers, agents, employees, and servants are included as additional insured, but only with respect to work performed for EDD under this contract.** *The additional insured endorsement must accompany the certificate.*

- 14. WORKERS' COMPENSATION INSURANCE. Workers' Compensation and Employers Liability Insurance** - The Contractor shall furnish to EDD a certificate of insurance evidencing Workers' Compensation and Employers Liability Insurance presently in effect with limits not less than \$1,000,000 by an insurance carrier licensed to write Workers' Compensation insurance in California. Such certificate shall include the name of the carrier and the policy inception and expiration dates. If the Contractor is self-insured for Workers' Compensation, a certificate must be presented evidencing Contractor is a qualified self-insurer in the State of California.

**EXHIBIT A  
 (Standard Agreement)**

**15. CONFIDENTIALITY AND NON-DEBARMENT.** In addition to the terms and conditions of the CMAS contract, pertaining to confidentiality and non-debarment, the Contractor shall sign all confidentiality, non-debarment, privacy, security, conflict of interest, and other necessary agreements as required by the EDD to successfully provide the services described in the Contract.

All financial, statistical, personal, technical, and other data and information provided to the Contractor by the EDD, pursuant to the terms of resulting Contract, are confidential information pursuant to Section 1094 of the California Unemployment Insurance Code. As such, the Contractor hereby agrees to maintain and protect the confidentiality of said information and shall disclose said information to its own employees or subcontractor(s) only on a “need-to-know” basis and only for the purposes of fulfilling the terms of this Contract. In no event shall said information be disclosed to any individual other than the Contractor’s employees or subcontractor(s). The Contractor further agrees to retain the confidential information for three years after final payment under the contract. To preserve the integrity of the security and confidentiality measures integrated into EDD's automated information systems, each Consultant is required to provide a signed Employee Confidentiality Statement (Attachment D1) and Indemnity Agreement (Attachment D2) prior to starting work.

**16. REPRESENTATIVES.** The EDD shall designate a Single Point of Contact (SPOC) who shall give direction to the Contractor concerning the assigned tasks. The SPOC will work collaboratively with the ITB Management Team, Program Managers, Functional Managers, and technical staff to ensure that all deliverables are satisfactorily completed. The SPOC shall be the Program Manager who shall ensure that all contract activities are conducted in accordance with State law and regulations; oversee processes and procedures; monitor contractor compliance with the contract; and resolve issues. The representatives during the term of this Agreement will be:

<b>CONTRACT SPOC</b>			
State:	Employment Development Department	Contractor:	Eventus Solutions Group, LLC
Name:	██████████	Name:	██████████
Phone:	██████████	Phone:	██████████
Email:	██████████	Email:	██████████

Changes to representatives can be made by written notice without amending this contract.



**EXHIBIT B  
(Standard Agreement)**

**BUDGET DETAIL AND PAYMENT PROVISIONS**

1. INVOICING AND PAYMENT

Payment for services performed under this Contract shall be monthly in arrears for services satisfactorily rendered and upon receipt and approval of the invoice. The maximum amount of this Agreement shall not exceed **Seven Million Five Hundred Fifty Four Thousand Four Hundred Dollars and No Cents (\$7,554,400.00)**.

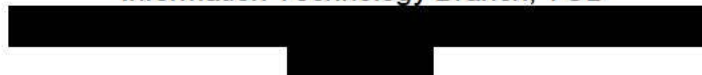
Payment shall be made based on the rates identified in SOW Section 7, Pricing, and acceptance by the EDD.

Invoices shall be submitted, monthly, in arrears, however, invoices shall be due and payable, and payment shall be made, only after the EDD acceptance under this Contract.

The Contractor costs related to items such as travel and per diem are costs of the Contractor, shall be inclusive of the monthly rate, and **will not be paid separately** as part of this Contract.

Invoices shall not be submitted more frequently than monthly. Invoices shall include the Contract Number M53917-7100 and shall be submitted in triplicate in arrears to:

Employment Development Department  
Information Technology Branch, TGD



*or*

E-mail:



Each invoice must include a certification statement signed by a company official, attesting to the accuracy of the invoice data. The Contractor's rate may not exceed the rates specified in the SOW, Section 7, Pricing. Any excess shall be at no cost to EDD, unless negotiated and documented with EDD using the Work Authorization (WA) process.

2. PAYMENT WITHHOLD

If the EDD rejects all or part of the Contractor's work or work product, EDD shall withhold payment for the rejected work or work product and shall notify the Contractor in writing of the reason(s) why the work or work product was rejected. The Contractor shall take appropriate measures to correct the work and demonstrate to the EDD that the Contractor has successfully completed the work before payment can be made.

3. BUDGET CONTINGENCY

It is mutually understood between the parties that this Contract may have been written before ascertaining the availability of congressional and legislative appropriation of funds, for the mutual benefit of both parties, in order to avoid program and fiscal delays which would occur if the Contract were executed after that determination was made.

**EXHIBIT B**  
**(Standard Agreement)**

This Contract is valid and enforceable only if (1) sufficient funds are made available by the State Budget Act of the appropriate State Fiscal Year(s) covered by this Agreement for the purposes of this program; and (2) sufficient funds are made available to the State by the United States Government or by the State of California for the Fiscal Year(s) covered by this Contract for the purposes of this program. In addition, this Contract is subject to any additional restrictions, limitations or conditions established by the United States Government and/or the State of California, or any statute enacted by the Congress and Legislature, which may affect the provisions, terms or funding of the Contract in any manner.

The parties mutually agree that if the Congress and/or Legislature does not appropriate sufficient funds for the program, this Agreement shall be amended to reflect any reduction in funds.

**4. AVAILABILITY OF FUNDS**

If the term of this Contract covers more than the current fiscal year, continuation of the Contract is subject to the appropriation of funds by the Legislature. If funds to continue payment are not appropriated, the Contractor agrees to terminate any service supplied to the EDD under this Contract, and relieve the EDD of any further obligation. The EDD has the option to invalidate the Contract under the 30-day cancellation clause or to amend the Contract to reflect any reduction of funds.

**5. CALIFORNIA PROMPT PAYMENT CLAUSE**

Payment will be made in accordance with, and within the time specified in, Government Code Section 927, et seq.