

STANDARD AGREEMENT - AMENDMENT

STD 213A (Rev. 4/2020)

☒ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 6 PAGES

AGREEMENT NUMBER

M54516-7100

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

Nava Public Benefit Corporation

2. The term of this Agreement is:

START DATE

April 6, 2020

THROUGH END DATE

December 31, 2021

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

Three Million Dollars and Zero Cents (\$3,000,000.00)

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 April 6, 2020 by and between the Employment Development Department, hereinafter referred to as EDD, and Nava Public Benefit Corporation, hereinafter referred to as Contractor, is hereby amended to:

To extend the contract term and increase the contract budget in order to continue pandemic-related services.

Specific:

–Change the contract end date to December 31, 2021.

–Increase the total maximum contract amount by \$1,500,000.00.

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

–Delete Exhibit B-1, Cost Worksheet, in its entirety and replace with the attached revised Exhibit B-1.

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.)

Nava Public Benefit Corporation

CONTRACTOR BUSINESS ADDRESS

[REDACTED]

CITY

[REDACTED]

STATE

[REDACTED]

ZIP

[REDACTED]

PRINTED NAME OF PERSON SIGNING

[REDACTED]

TITLE

[REDACTED]

CONTRACTOR AUTHORIZED SIGNATURE

DocuSigned by:

[REDACTED]

DATE SIGNED

1/12/2021

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Purchasing Authority Number

EDD-7100

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

Employment Development Department

CONTRACTING AGENCY ADDRESS

CITY

STATE

ZIP

PRINTED NAME OF PERSON SIGNING

TITLE

CONTRACTING AGENCY AUTHORIZED SIGNATURE

DATE SIGNED

01/14/2021

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
STATEMENT OF WORK (SOW)**

1. OBJECTIVE

The current crisis in which unemployed individuals in California are both already eligible for, and in need of, income support as COVID19's impact on the economy grows. The Pandemic Unemployment Assistance (PUA) program is a new iteration of an existing program that will run in parallel with 'traditional' unemployment in the state. Further, the requirements and processes for these two unemployment programs and related services such as California Paid Family Leave and Disability Insurance are evolving, complex, and may be confusing for applicants. In addition, the State must be able to accomplish the Governor's Office Strike Team recommendations.

The approach uses the best practices in iterative development and human centered design, as well as Nava's past experiences building benefits services, to rapidly deliver value and promote extensibility. We will prioritize helping Californians' understand which unemployment program they are eligible for and how to access benefits by rapidly building and launching an MVP Eligibility Screener. We will then iterate on the screener' in response to user testing and in collaboration with government stakeholders. This will help us to understand the program, policy requirements, and any Governor's Office Strike Team recommendations needed to build a front end application for PUA.

2. TERM/PERIOD OF PERFORMANCE

- a. The period of performance for the Contract shall be from April 6, 2020 or upon approval, whichever is later, through December 31, 2021.
- b. 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 Technical Contract Managers during the term of this contract will be:

| | | | |
|---------|-----------------------------------|-------------|---------------------------------|
| State: | Employment Development Department | Contractor: | Nava Public Benefit Corporation |
| Name: | | Name: | |
| Phone: | | Phone: | |
| e-mail: | | e-mail: | |

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

| | | | |
|----------|--------------------------------------|-------------|---------------------------------|
| State: | Employment Development Department | Contractor: | Nava Public Benefit Corporation |
| Unit: | <u>Information Technology Branch</u> | Name: | [REDACTED] |
| Name: | [REDACTED] | Address: | [REDACTED] W |
| Address: | [REDACTED] | | [REDACTED] |
| Phone: | [REDACTED] | Phone: | [REDACTED] |
| e-mail: | [REDACTED] | e-mail: | [REDACTED] |

4. PROJECT TASKS/DELIVERABLES

Sprint 0 (beginning April 6)

The primary focus of Sprint 0 will be onboarding staff, knowledge transfer from the current team, conducting initial discovery, and collaboratively planning activities and success criteria for Sprints 1 and 2. This may also include aligning on how we will work together to define the tools practices and norms that support quick and productive communication and collaboration.

Sprint 1 (beginning April 13)

The primary focus of Sprint 1 will be rapid development of a plain language eligibility screening tool to guide the public through a series of questions informed by user research, in order to identify which unemployment assistance program they might be eligible for.

Sprint 2 (beginning April 27)

The focus of Sprint 2 will be iteration of the Screener based on user feedback and additional requirements gathering, as well as deeper discovery of technical considerations and business needs for development of a web-based application for PUA.

Future Sprints

Recognizing a rapidly evolving environment, and a need to begin work and add/adjust resources in response to need, we propose iterating on the sprint objectives and resources for sprint 3 and beyond at to-be-determined mutually agreed upon cadence such that Nava is able to understand and plan to deliver resources in response to project needs.

Assumptions

- We will be developing within the state's Azure account or equivalent
- We will work with the state to obtain any needed expedited approvals or other requirements to establish the path to production

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 (EDD) 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:

- a. The EDD will notify the Contractor after completion of each phase (Sprint) 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] IT Manager, Application Services Division

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 7 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 preform 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/gsp/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.

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.

**EXHIBIT B-1
COST WORKSHEET**

The Contractor shall provide all labor, materials, and equipment necessary to provide the services for **Pandemic Unemployment Assistance (PUA) program services in response to COVID-19 pandemic** in accordance with the specifications described in the SOW, Exhibit A, at the rates specified below. **Payment for services performed under this contract shall be monthly.** Submission of this information is required.

Staffing

We propose an initial cross-functional team of senior staff experienced in building and launching public benefits services to rapidly design, build, launch, and iterate the MVP Screener. We anticipate additional internal subject matter experts providing targeted, time-limited support on an as needed basis (see 'Advisor' role below). These resources will bring expertise and experience to bear from Nava's HealthCare.gov, Integrated Benefits, and Paid Family and Medical Leave work.

The following staff may be changed via a Work Authorization:

| Name | Role | CMAS/GSA LCAT map | Allocation | Hourly Rate |
|------|-------------------------|----------------------|------------|----------------|
| | Program Manager | Program Manager | 25%* | \$217.43 |
| | Product Lead | SME I | 100% | \$250.88 |
| | Design Lead | Designer III | 100% | \$183.97 |
| | Technical Lead | SWE IV | 100% | \$234.16 |
| | Sr. Software Engineer | SWE IV | 100% | \$234.16 |
| | Sr. Designer/Researcher | Designer III | 100% | \$183.97 |
| | Advisor | SME I | 20% | \$250.88 |

*Beginning April 13

We propose a firm-fixed price per sprint structure based on the staffing roles, rates, and allocations as above. Expected payment terms would be NET 45, paid monthly. Effective start date is Monday, April 6, 2020.

Note: The total amount of this contract shall not exceed Three Million Dollars and Zero Cents (\$3,000,000.00).