



Low Income Oversight Board (LIOB)

SB 1208 Subcommittee Meeting

February 3, 2023

10:00 – 11:30 AM

Meeting Materials

- i. Proposed Outline
- ii. Proposed Outline Edits
- iii. Lifeline Contract

Proposed Report Outline

1. Description of existing income-qualified low-income electric, water and gas utility customer assistance programs and application enrollment systems
 - CPUC Energy & Water Programs
 - Other State Energy and Water Programs
 - Other State Programs with same income qualifications (high level)
2. Description of Universal Lifeline Telephone Service Program
 - Eligibility and assistance offerings
 - General Administration
 - i. Roles and Responsibilities of the third-party administrator contract
 - ii. Roles and Responsibilities of service providers
 - Existing application enrollment system(s)
 - Existing linkages/program coordination with CPUC Energy and Water Programs and other programs
3. Universal Application System Working Group
 - Brief Background on UAS Working Group
 - UAS Working Group Objectives
 - UAS Working Group Recommendation Report w/ emphasis on recommendations and strategies directly aligning with SB 1208 objectives and those informing a potential roadmap for using new technologies in the future to: 1) to streamline customer enrollment in CPUC energy and water assistance programs; 2) facilitate enrollment opportunities of assistance programs administered by the state and public and private utilities; and 3) maximize data sharing to promote greater public awareness of and participation in target programs.
4. Opportunities and challenges to expand the third-party administrator contract for the Universal Lifeline Telephone Service Program to encourage stronger program coordination between CPUC water, gas, electric, and telephone customer assistance programs and the development/implementation of innovative intake strategies and systems to streamline customer application, enrollment, and verification in these programs.
5. Near or Short-term Strategies
 - Recommendations to amend/modify the existing third-party administrator contract
 - Recommendations to immediately strengthen program coordination and administration between CPUC water, gas, electric and telephone customer assistance programs
 - Leverage the UAS Working Group recommendations to inform the development of a technology and data sharing roadmap to inform the implementation of a single-application system for CPUC Energy, Water, and Telephone customer assistance programs and viable data sharing strategies having the potential to expedite eligibility verification processes. Viable data sharing strategies shall place immediate focus on implementing a workable data sharing model for specific use within CPUC Energy, Water, and Telephone customer

assistance programs first, and then a second data sharing strategy focused on partners and resources external to the CPUC and regulated utilities.

- Identify barriers or challenges to data sharing between Health and Human Services Programs that verify income eligibility by household and CPUC Energy (IOUs), Water and telephone customer assistance programs and what would be needed to solve these barriers to enable a single application system across CPUC and HHS low-income programs.

6. Long-term Strategies

- Pursue new third-party administrator contract to achieve deeper program coordination and administration ties across all CPUC water, gas, electric, and telephone customer assistance programs
- Implement single-application system for CPUC energy, water, and telephone customer assistance program
- Implement data sharing strategies identified in the roadmap
- Build an implementation plan to enable a single application system across CPUC and HHS low-income programs

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SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

STANDARD AGREEMENT

STD 213 (Rev. 04/2020)

AGREEMENT NUMBER

68616

PURCHASING AUTHORITY NUMBER (If Applicable)

PAAL-8660

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

CONTRACTING AGENCY NAME

California Public Utilities Commission

CONTRACTOR NAME

TrueCourse Solutions, Inc.

2. The term of this Agreement is:

START DATE

07/15/2021

THROUGH END DATE

07/14/2023

3. The maximum amount of this Agreement is:

\$995,280.00 (Nine Hundred Ninety-Five Thousand, Two Hundred Eighty Thousand Dollars and no cents)

4. The parties agree to comply with the terms and conditions of the following exhibits, which are by this reference made a part of the Agreement.

Exhibits	Title	Pages
Exhibit A	Scope of Work	9
Exhibit A.1	Personnel Resume(s)	12
Exhibit A.2	Deliverable Expectation Document (DED)	1
+ - Exhibit A.3	Deliverable Acceptance Document (DAD)	1
+ - Exhibit A.4	Work Authorization (WA)	1
+ - Exhibit B	Budget Detail and Payment Provisions	2
+ - Exhibit B.1	Cost Worksheet	3
+ - Exhibit C	Special Terms and Conditions	4
+ - Exhibit D	Information Security Provisions	5
+ - GSPD-401IT *	General Provisions - Information Technology (GSPD 401IT) - Incorporated by reference	

Items shown with an asterisk (*), are hereby incorporated by reference and made part of this agreement as if attached hereto.

These documents can be viewed at <https://www.dgs.ca.gov/OLS/Resources>

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.)

TrueCourse Solutions, inc.

CONTRACTOR BUSINESS ADDRESS

6808 Waverly Rd.

CITY

Martinez

STATE

CA

ZIP

94553

PRINTED NAME OF PERSON SIGNING

Stephen Bonham

TITLE

CEO

CONTRACTOR AUTHORIZED SIGNATURE

Stephen S Bonham

Digitally signed by Stephen S Bonham
Date: 2021.06.27 20:38:04 -07'00'

DATE SIGNED

06/27/2021

SCO ID:

STATE OF CALIFORNIA - DEPARTMENT OF GENERAL SERVICES

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PAAL-8660

STATE OF CALIFORNIA

CONTRACTING AGENCY NAME

California Public Utilities Commission

CONTRACTING AGENCY ADDRESS

505 Van Ness Avenue

CITY

San Francisco

STATE

CA

ZIP

94102


PRINTED NAME OF PERSON SIGNING

Rachel Peterson

TITLE

Executive Director

CONTRACTING AGENCY AUTHORIZED SIGNATURE

Rachel Peterson Digitally signed by Rachel Peterson
Date: 2021.06.30 13:19:19 -07'00'

DATE SIGNED

6/30/2021

CALIFORNIA DEPARTMENT OF GENERAL SERVICES APPROVAL

EXEMPTION (If Applicable)

Exempt per SCM Volume 3, Section 4.B8.5

EXHIBIT A STATEMENT OF WORK

1. OBJECTIVE

The purpose of this Statement of Work (SOW) is to provide details and define the tasks and responsibilities of the “Contractor” and the California Public Utilities Commission (CPUC), hereafter referred to as the “State” or “CPUC”, during the term of this contract. The Contractor will assist the CPUC Lifeline staff with day-to-day operations, compliance, and issue resolution of the Third-Party California Lifeline Administrator (Maximus Human Services, Inc.) database and platforms, including any work with underlying sub-contractors. The Contractor technical and support resources will assist in day-to-day oversight of the Maximus, determine compliance with contractual requirements, assist in general issue resolution, and assist CPUC LifeLine staff in developing operational requirements for new policies or rules.

Although Maximus has stabilized their platform and day-to-day operations. CPUC LifeLine Program staff need to ensure compliance of the Maximus Contract through a required traceability matrix and business required documents, describing how operations meets contracted goals. Additionally, the LifeLine team expects to improve areas of operations through deliverable expectation documents and both LifeLine policy enforcement of current rules and implementing new policy rules to achieve the underlying LifeLine goals. The CPUC seeks assistance to achieve these objectives.

2. TERM/PERIOD OF PERFORMANCE

The period of performance for the Contract shall be twenty-four (24) months from the date the Contract is executed. The State reserves the option to extend the term of the Contract at its sole discretion for one (1) additional twelve (12) month term at the original rates evaluated and considered. The Contractor shall not be authorized to deliver goods or commence performance of services described in this SOW prior to the Effective Date. Any delivery of goods or performance of services by the Contractor that is commenced prior to the Effective Date shall be considered gratuitous on the part of the Contractor.

3. PROJECT REPRESENTATIVES

The Project Representatives during the term of this Contract will be:

CPUC CONTACTS	CONTACT INFORMATION
Hector Corral, Lifeline Project Manager	Telephone: (415) 696-7347 Email: Hector.Corral@cpuc.ca.gov
Russell Lee, IT Contract Manager	Telephone: (415) 713-8768 Email: Russell.Lee@cpuc.ca.gov
CONTRACTOR CONTACTS	CONTACT INFORMATION

Stephen Bonham, CEO	Telephone: (925) 334-0706 Email:sbonham@tcourse.com
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If either CPUC or Contractor requires a change of contact, a written notification will be provided to the other party.

4. DELIVERABLES

The following table identifies the deliverables required under the terms of this Contract to be completed and delivered to the State. State reserves the right to request additional analyses and assessments, as needed. The Contractor may suggest development of additional deliverables in specific areas. Deliverables will be further defined for each deliverable using Attachment A.2, Deliverable Expectation Document (DED) after Contract award.

DELIVERABLES
Deliverable 1 – Evaluation of operational compliance with the Third-Party Administrator (TPA) Contract, identifying trends and patterns to improve compliance monitoring.
<p>Assist with the enforcement of Service Level Agreements (SLAs), reports, and provisions described in the TPA Contract and evaluate current Business Requirement Documents (BRD) and the existing Requirements Traceability Matrix (RTM) against actual operations:</p> <ul style="list-style-type: none">• Assist with the organization and monitoring of TPA compliance with the Contract, SLAs, and RTM.• Provide non-compliance issues to the CPUC staff, assist with the prioritization of issues, and provide support to present non-compliance issues to the TPA.• Modify the current RTM processes or create new RTMs that track current processes by the TPA back to the BRDs created and TPA Contract sections.• Evaluate current operations and processes for their compliance and operational success.• Ability to describe technical details in a narrative form.• Assess the quality and provide feedback of deliverables.• Evaluate project's quality assurance and quality control processes.
Deliverable 2 – Assist in monitoring the TPA monthly reports
<ul style="list-style-type: none">• Using the CPUC JIRA platform, work with the CPUC and TPA staff to track and identify deficiencies, defects, and performance of the TPA and sub-contractor systems.• Provide recommendations for improvement and how to implement amended processes.• Coordinate with the CPUC and TPA to address findings and implement solutions.

Deliverable 3 – Assist with Risk, Issue, and Task Management
<ul style="list-style-type: none"> When risks, issues, and tasks are identified, create, and track those risks, issues and tasks on the CPUC’s JIRA platform, a software platform for project management and tracking issues. Contractor would assist with coordinating and managing CPUC’s JIRA platform with the TPA’s JIRA platform to inform and mitigate risks. The Contractor will work with CPUC, the TPA, and sub-contractors to mitigate any risks that arise out of operations of the Contract.
Deliverable 4 – Perform Technical Analysis
<ul style="list-style-type: none"> Provide technical analysis and assist the CPUC to resolve issues and enhancements to the TPA operations. Assess the quality of and provide feedback on deliverables. Evaluate project’s quality assurance and quality control processes.
Deliverable 5 – Participate in relevant meetings and discussions
<ul style="list-style-type: none"> The Contractor must participate in 10-15 monthly meetings with the TPA and stakeholders, and provide support by communicating complex technical information, provide written technical analyses and narrative descriptions, and engage in verbal reporting and discussions.
Deliverable 6 – Assist Lifeline staff with technical writing of RFI and RFP
<ul style="list-style-type: none"> The Contractor must evaluate the current technical writing of the Maximus Contract and assist LifeLine staff with a Statement of Work for the RFP that articulates LifeLine staff policies and goals. The Contractor may be expected to advise LifeLine staff and assist in technical writing of the RFI for scoping of the RFP.
Deliverable 7 – Assist with integration of other State Agency eligibility platforms
<ul style="list-style-type: none"> The Contractor will assist LifeLine staff to work with the TPA on the integration of other State agency enrollment platforms.
Deliverable 8 – Assist LifeLine staff with new pilot programs or new policy work
<ul style="list-style-type: none"> The Contractor will assist LifeLine staff with project management expertise on new pilot programs or new policy work.

5. DELIVERABLE FORMAT

- A. All deliverables shall be provided in a format compatible with the CPUC Project Office standard applications (currently, Microsoft Office 365). In all cases, the Contractor shall verify application compatibility with the CPUC IT Contract Manager prior to creation or delivery of any electronic documentation. Any deviations to these standards shall be approved by the CPUC Information Technology Services Division (ITSD) and Information Security Office (ISO).
- B. Electronic versions shall be stored in a state-designated central repository and remain

the sole property of the State. The delivery media shall be compatible with the State storage devices.

- C. If the State does not accept the deliverable(s) or services in the executed Contract, payment for the deliverable(s)/services shall be withheld by the State and the Contractor will be notified. The Contractor shall take timely and appropriate measures to correct or remediate the reason(s) for non-acceptance and demonstrate to the State that the Contractor has successfully completed the scheduled work for each deliverable/service before payment is made.

6. DELIVERABLE EXPECTATION DOCUMENT (DED)

Each DED shall consist of a detailed statement of the purpose, objective, tasks, or goals to be undertaken by the Contractor for each deliverable and all information requested to be provided per Exhibit A.2 Deliverable Expectation Document (DED).

- A. All DED's must be signed and fully executed before work may commence. Below are steps in developing the DED:
 - i. CPUC identifies the work that needs to be completed and must map back to SOW deliverables.
 - ii. CPUC Project Manager will contact the Contractor to determine the tasks required for DED.
 - iii. CPUC IT Contract Manager will populate the DED and send to the Contractor and CPUC Project Manager for sign off.
 - iv. CPUC Project Manager returns signed copy to CPUC IT Contract Manager to finalize DED.
- B. The State has the right to require the Contractor to stop or suspend work on any DED.
- C. Amendments to DED's must follow the procedures below:
 - i. If the Contractor determines that additional tasks are required on a DED, the Contractor will immediately notify the State in writing. Upon receipt of such notification, the State may amend the DED.

7. DELIVERABLE ACCEPTANCE DOCUMENT (DAD)

It shall be in the State's sole determination as to whether a project deliverable identified in this Contract or in a supplemental DED has been successfully completed and acceptable to the State. Acceptance criteria shall consist of the following:

- A. The approval process outlined in Section 9, PERFORMANCE.
- B. A signed DAD is required upon completion of deliverable(s) identified in a DED prior to invoice submission.
- C. The Contractor will complete a DAD and email to the CPUC Project Manager. After CPUC signatures are done, the CPUC Project Manager will email to Contractor and Contractor will sign off. The DAD must be included with the invoice.

8. WORK AUTHORIZATION (WA)

A. WA applies to unanticipated tasks only.

1. Each WA shall consist of a detailed statement of the purpose, objective, tasks or goals to be undertaken by the Contractor for each deliverable and all information requested to be provided per, Exhibit A.4 Work Authorization (WA).
2. All WA's must be signed and fully executed before work may commence. Below are steps in developing the WA:
 - i. CPUC identifies the work that needs to be completed.
 - ii. CPUC Project Manager will contact the Contractor to determine details of work to be completed (Project Resources, Estimated Hours, and Completion Date).
 - iii. CPUC Project Manager will provide estimates and work that needs to be completed to the CPUC IT Contract Manager.
 - iv. CPUC IT Contract Manager will populate the WA and send to the Contractor and CPUC Project Manager for sign off.
 - v. CPUC Project Manager returns signed copy and CPUC IT Contract Manager to finalize WA.
3. The State has the right to require the Contractor to stop or suspend work on any WA.
4. Contractors are required to maintain timesheets and submit with invoice.
5. Amendments to WA's must follow the procedures below:
 - i. If the Contractor determines that additional hours and/or additional tasks are required on a WA, the Contractor will immediately notify the State in writing. Upon receipt of such notification, the State may amend the WA.
 - ii. The State will notify the Contractor in writing of its decision within seven (7) calendar days after receipt of the notification. If notice of the decision is given to proceed via a signed fully executed amended WA, the Contractor may expend the estimated additional work hours for agreed upon services.

9. PERFORMANCE

The State 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 State conditions, requirements, specifications, Deliverable Acceptance Criteria, guidelines, or other applicable standards, the following resolution process will be employed, except as superseded by other binding processes:

- A. The State will notify the Contractor in writing within five (5) State business days 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 State.
- B. The Contractor will, within five (5) State business days after initial problem notification, respond to the State 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 State's initial problem notification within the required time limits may result in immediate termination of the Contract.

- C. In the event of such termination, the State shall pay all amounts due the Contractor for all work accepted prior to termination.
- D. The State will, within five (5) State business days after receipt of the Contractor's detailed explanation and/or proposed corrective action plan, notify the Contractor in writing whether it accepts or rejects the explanation and/or plan. If the State 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 State'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 State shall pay all amounts due the Contractor for all work accepted prior to termination.
- E. The State will, within three (3) State business days of receipt of the revised corrective action plan, 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 may result in immediate termination of the Contract. In the event of such termination, the State shall pay all amounts due the Contractor for all work accepted prior to termination.

10. 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 State'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 State personnel. The State 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 State personnel include, but are not limited to, the following:

First Level:	Hector Corral, CPUC Business Project Manager
Second Level:	Clover Sellden, CPUC Supervisor, California Lifeline
Third Level:	Jonathan Lakrtiz, CPUC Program Manager

11. UNANTICIPATED TASKS

This Contract shall include Unanticipated Tasks, the cost of which shall be calculated on a time-and-materials basis and shall not exceed 10% of the total Contract value, excluding the value of Unanticipated Tasks. Unanticipated Tasks shall include only services, including work products, not specifically set forth in this Contract, but which are subsequently identified as in-scope and necessary for the successful delivery of the services described in this Contract. Prior to commencement of any work being performed for Unanticipated Tasks, the Contractor shall have received an approved WA for such work. The labor rates for Unanticipated Tasks shall not exceed the hourly rates as stated in Exhibit B.1, Cost Worksheet. WAs for Unanticipated Tasks shall include the Contractor's estimated number of hours per labor classification required to complete the work, multiplied by the hourly labor rates specified in Exhibit B.1, Cost Worksheet. The State will release payment for any WA upon State acceptance of the acceptance criteria specified in the approved WA in accordance with Exhibit B, Budget Detail and Payment Provisions.

For each Unanticipated Task, Exhibit A.4 – Work Authorization (WA) will be developed by the CPUC Project manager, CPUC IT Contract Manager and Contractor to detail the task(s) and estimated hours required in order to complete the original deliverable(s).

It is understood and agreed by both parties to this Contract that all the terms and conditions of this Contract shall remain in force with the inclusion of any such WA. Such WA shall in no way constitute a Contract other than as provided pursuant to this Contract nor in any way amend or supersede any of the other provisions of this Contract.

12. CONTRACTOR RESPONSIBILITIES

- A. The Contractor will work under the direction of the CPUC's Project Manager and will be accountable to the manager for performing work in accordance with scope, schedule, budget, and quality standards.
- 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. A DED is required for each deliverable. A template for the DED is provided in Exhibit A.2, Deliverable Expectation Document (DED). The Contractor will develop the DED with the CPUC Project Manager and CPUC IT Contract Manager.
- D. All work products and deliverables shall be stored on the CPUC document repository (e.g. Content Server, SharePoint, code repositories) in a format compatible with CPUC document standards. The most current version of all work products and deliverables shall be continuously available for CPUC review at all times.
- E. Prior to expiration of the Contract, the Contractor shall return all State property, including security badges to the CPUC IT Contract Manager.

Due to the current COVID-19 situation and unknown future, Contractor remote work is acceptable based on Contractor's proposed approach and final negotiated Contract between the Contractor and CPUC. Access to CPUC's equipment (cubicle, desk, desktop computer, phone, network cables, etc.) will not be available remotely for resource. Access to the CPUC network will be available remotely through a Virtual Desktop Infrastructure account. CPUC reserves the right to review the resource's ability to work remotely if the timely delivery of tasks and deliverables becomes an issue.

The CPUC intends to resume on-site office work and meetings, knowledge transfer sessions, trainings, and similar activities when the COVID-19 situation is resolved.

The location of services for this Contract will be at 505 Van Ness Avenue, San Francisco, CA 94102.

13. STATE RESPONSIBILITIES

- A. The CPUC is responsible for providing the Contractor with access to departmental functional subject matter experts, stakeholders, and IT staff for interviews and meetings, as needed.
- B. The CPUC will provide a short-term workspace to the awarded Contractor if on-site work resumes. Remote access is allowed until the COVID-19 situation is resolved or other arrangements are agreed upon.

14. OTHER CONTRACT CONSIDERATIONS

- A. The State reserves the right to approve all sub-contractors prior to the performance of any work by the sub-contractor.
- B. Nothing contained in this Contract shall create any contractual relationship between the State and any sub-contractors and no subcontract shall relieve the Contractor of its responsibilities and obligations hereunder. The Contractor is fully responsible to the State indirectly employed by them. The Contractor is fully responsible to the State for the acts and omissions of its sub-contractors and of persons either directly or indirectly employed by any of them.
- C. If a sub-contractor is a California Certified Small Business and/or DVBE, those amounts paid to certified sub-contractors shall be identified on the Contractor's invoices.
- D. The Contractor's obligation to pay its sub-contractors 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 sub-contractor.

EXHIBIT A.1 PERSONNEL RESUME(S)

Stephen S. Bonham, MBA, ME, PMP, CISA – Senior Project Manager

Professional Experience

California Public Utility Commission (CPUC)

- **LifeLine Support, Project Manager (8/23/2019 – current)**
 - Led a team to resolve a complex crisis management scenario that impacted over a million customers
 - Coordinated with the State CIO, the Department of Technology, CPUC executives, third-party administrator management, telecom service providers and internal auditors to establish initiate processes, contract amendments, planning and guidance to stabilize the LifeLine operations
 - Provided contract and change management language processes to realign the primary vendor
 - Reviewed and updated all requirements and business design documentation to ensure compliance with the administrator contract
 - Initiated operational processes such as activity, risk and issue management for the CPUC and the third-party administrator using JIRA automation
- **Transportation Carrier Portal (TCP), Project Manager (7/1/2018 – current)**
 - Recovered a stalled project by creating and managing an RFI process, an SPR document, an architectural review process and a requirements gathering effort across multiple agencies.
- **LifeLine Transition, Project Manager (8/1/2017 – 5/15/2018)**
 - Managed several stakeholder teams from three organizations to successfully transition large-scale printing and mailing operation from the private to public sector.
 - Provided technical and contractual expertise to support a multi-million-dollar IT procurement effort with the CPUC and the California Department of Technology.
- **eFiling Administrative Support (eFAST), Project Manager (7/16 – 11/18)**
 - Leading vendor and client teams in the development and deployment of an enterprise-wide eFiling system.
- **eFiling Administrative Support (eFAST), Oversight Manager (5/14 – 7/16)**
 - Led multiple government procurements and managed several vendor and State staff teams to deliver automation business cases (Feasibility Study Reports).
- **COPS, Business and Technical Analyst (2/14 - 2/15).**
 - Ran facilitation sessions and interviews to gather, analyze and achieve acceptance of business requirements, process flows, and detailed technical designs.
- **eFiling upgrade, Project Manager (1/14 - 8/15).**
 - Managed one vendor team and several State staff to deliver a custom software solution.

- Wrote contract amendments, change requests and pay-point plans to keep the vendor on budget and within scope.

Worksystems, Inc., Security Risk Assessment, Lead Analyst (6/14 - 9/14)

- Ran and conducted assessments/audits of information security, policy risk, business continuity and disaster recovery using NIST 800-53, FIPS 199/200 and COBIT DS5 controls and impact analysis.
- Wrote several policy statements, process change recommendations and assessment reports.
- Areas investigated included outsourced infrastructure, backup stores, telephony, networking, Active Directory, virus protection, information asset risk and organizational readiness.

Washington Health Care Authority (HCA) MPS, Program Oversight (5/14 – 12/14)

- Provided independent and inter-agency oversight of a major upgrade to the State of Washington's Affordable Care Act system.
- Engaged in extensive and deep investigations to validate timelines, expenditures, scope and resource availabilities.

Covered California, Software Engineer (1/14 – 5/14)

- Developed full GIS solution to display Census Bureau layers and locations of qualified healthcare providers from over 20 companies.
- Leveraged open source software to keep software costs at zero. Code written in Python, Google Big Table DB, JavaScript, Google Fusion Tables, Selenium and HTML.

California Public Utility Commission (CPUC), California LifeLine Web Interface, Project Manager (04/13 – 11/13)

- Took over and successfully delivered a delayed internal and external-facing web application project which involved three vendors and tight security requirements.
- Developed and executed broad test harness using Selenium.

Oregon Employment Department (OED), IT Strategist (08/13 – 11/13)

- Developed enterprise-wide IT environmental assessment, organizational assessment, IT process assessment and project portfolio assessment.
- Consulted on CIO recruitment, IT Architecture approach, Call Center management and project portfolio management best practices.
- Conducted full security audit using NIST 800-53 and FIPS 199/200 17 controls and impact categorizations.

Washington Department of Safety and Human Services (DSHS)

- **Confidential Data Compliance Project (CDCP) Program Manager (05/12 – 11/13).**
 - In five months, coordinated six project managers to bring the State of Washington into HIPAA and HITECH Omnibus Rule compliance and avoid a pending \$1.5 Million fine from the Office of Civil Rights for confidential data breaches.
 - Developed process documentation, support guide and policy sheets to better institutionalize long-term compliance.
 - Implemented full risk assessment using NIST 800-53 and FIPS 199/200 controls and impact categorizations.

- **Affordable Care Act, Program Manager (11/12 – 11/13)**
 - Repaired communication gaps and mentored State resources across multiple departments and at all levels of each organization to ensure the State of Washington's complete support for the Affordable Care Act.
 - Oversaw ACA-related technology implementations, labor negotiations, legislative activity, cost allocations, policy changes and State-wide outreach for the largest department in the State.

Education and Certifications

- MBA, University of Denver
- ME, Computer Science, University of Colorado, Boulder
- BA, Computer Science, University of Colorado, Boulder
- PMP, PMI Certificate No. 55688
- CISA (Certified Information Systems Auditor), ISACA Certificate No. 16129734

Publications

- Actionable Strategies through Integrated Performance, Process, Project and Risk Management; Artech House Publishers, May 2008
- “The Molson-Coors Operational Portfolio Architecture – A Case Study”; CAIS - Volume 1, December 2006
- IT Project Portfolio Management; Artech House Publishers, January 2005
- “CIO Insight – Healthy, Wealthy and Wise”, Intelligent Enterprise, January 2002
- “People are the Key to Systems Success”; Frontline Solutions, January 2001
- “Getting Everyone Involved”; *CRM Magazine*, October 2000

Mr. Thomas Keller – Senior Technical Lead

Professional Experience

California Public Utilities Commission (CPUC), LifeLine Program, Senior Technical Specialist, (9/19 – present)

- As a member of TrueCourse's technical team, assisted CPUC with auditing the performance of the current Third-Party Administrator (Maximus), in comparison to the previous TPA (Conduent, former employer), and helped allay some concerns.
- Teamed with Maximus personnel to modify TPA reporting so that Key Performance Indicators, such as Renewal Rate, could be tied to metrics relied on by CPUC before TPA transition. Showed that program performance, in some areas of concern, was returning to norms.
- Audited Business Requirements Documents with technical details embedded in them, for accuracy, completeness and consistency. Provided recommendations for process changes, and made changes to documentation, for improvements in those areas.
- On request, provided perspective regarding how certain scenarios had been handled before TPA transition, including tradeoffs that had been considered, and frequently asked questions.
- Reconstructed the reporting requirements enabling California LifeLine to support Service Providers in filing Form 555. Ensured that Maximus could produce a report to match the procedure that was documented for Service Providers to follow.

Conduent, Technical Solution Architect, Senior Developer/DBA (2/15 – 8/31/2019)

- Maintained, monitored and improved SQL 2008 R2 databases and C#.Net websites related to californialifeline.com for California Public Utility Commission low-income telephone subsidy.
- Technical Solution Architect for complete system development to produce eligibility determinations for Arizona Public Service Electric Company (APS) "Energy Support Program (E-3)" and Solar "Sun II" subsidies, using SQL 2016 in Amazon Web Services (AWS).
- Managed and mentored mid-level web designers and database developers, translated business requirements into technical specifications, and documented behavior of existing code.
- Adapted system behavior to accommodate frequent rule changes due to state legislation.
- Technical Architect for creation of customer-facing Web Enrollment System, to improve customer retention by streamlining the online application and renewal process.
- Conceived and implemented enhancements to vendor-facing SOAP web services, to prevent timeouts by using callbacks, and to allow extensibility by exchanging datasets using XML.
- Used SQLCLR to build functions using external web services, for address validation (using Satori Architect from Quadient) and identity validation (using Lexis-Nexis Instant Verify).
- Maintained and improved SSIS packages used for ETL, including aggregating production data into a data warehouse, to populate SSRS 2012 reports.

Tom Keller Consulting, Database and Website Consultant (7/08 – 2/15)

- Converted Oracle, Sybase, DBISAM and Access databases to SQL Server.

- Integrated Medical Record and Practice Management systems for doctors and hospitals.
- Implemented Oracle database backups, with point-in-time restore, using RMAN.
- Deployed custom integration allowing Asterisk FreePBX MySQL phone system to record calls in Salesforce, using Excel VBA and SOQL/SOSL with Salesforce's CTI 4.0 toolkit.
- Rescued data from crashed SharePoint 2007 and loaded it into SharePoint 2010.
- Created fuzzy-string.com as a public service teaching tool, and migrated it from SQL Express 2008 and 2008R2 through SQL 2012 Web Edition (on Amazon Web Services cloud) to SQL 2014 Standard (on VMWare).

Capital Public Radio, Webmaster and DBA (6/07 – 12/14)

- Launched cap radio network site for syndicating news content to other stations.
- Upgraded SQL 2000 to SQL 2005; assisted with website and database move from SQL 2008 on physical Windows 2008 Server to SQL 2014 and Windows 2012R2 in RackSpace cloud.
- Used PowerShell with custom Event and Perfmon triggers to automatically recycle IIS application pools based on performance and memory usage.
- Implemented mobile-responsive design on a table-layout donation form generated and hosted by BlackBaud, using CSS and JQuery.
- Implemented real-time capture of those donations into SQL, using JavaScript and Google Analytics and ASP.Net.
- Managed interns and consultants, mentored entry-level web designers and programmers, and verified compliance with California State University and National Public Radio standards.

Repo Remarketing, Webmaster and DBA (1/04) – 8/14)

- Upgraded SQL 2000 to SQL 2005; managed database, website, and intranet until acquisition by Primeritus Financial Services.
- Integrated with third-party website/databases and web services, such as SalesLogix CRM (now Infor), AutoIMS vehicle auction management, RDN recovery agent network, and BlackBook and NADA vehicle valuation and VIN decoding.
- Implemented and optimized Damerau-Levenshtein algorithm for “fuzzy” searching (finding information which is slightly misspelled) of Vehicle Identification Numbers (VIN).
- Setup VSS and SourceGear SourceOffsite source control, implemented SQL trigger audit trail, and exported binary data to reduce database size.
- Built Excel Pivot Tables to reconcile financial reporting with operational databases.

John Burns Real Estate Consulting, Database Consultant (1/08 – 1/12)

- Optimized monthly data import and reporting processes, using Confio Ignite (now Solarwinds Database Performance Analyzer).

Asset Preservation, Database and Software Developer (10/04 – 6/08)

- Created ASP.Net/JavaScript/SQL 2005 intranet CRM (Customer Relationship Management) database, upgraded from Access 2003/SQL 2000.
- Maintained and improved C#.Net client program for managing the process of IRS Section 1031 tax-deferred exchanges, in a database integrated with CRM, accounting, paperless document tracking, and address verification databases. Automated Word merges for monthly statements mailings.
- Extracted and formatted data for IRS e-filing (1099-INT).
- Setup VSS for source control, and Accounting document control.

- Automated daily status emails to clients, and alerts for accounting inconsistencies. Implemented SQL trigger audit trail, Excel Pivot Table reports.

Tahoe-Wheaton (foreclosureS.com), Database and Website Developer (2/05 – 5/06)

- Designed and optimized SQL 2000 database for import, de-dup and publish of a million records per year of foreclosure data, from one nationwide and multiple regional vendors.
- Integrated with Goldmine 6.7 CRM database to drive ASP/JavaScript website and intranet. Implemented SQL trigger audit trail on published data, customers' saved search criteria, and data delivery via web or email.
- Automated daily import of monthly recurring credit-card billing status from authorize.net payment gateway.

Wells Fargo Bank, Database Developer and Administrator (6/04 – 9/04)

- Optimized SQL 2000 DTS (Data Transformation Services).
- Developed table-driven system for parallel job execution, to run DTS packages as input files become available. Improved ASP/JavaScript intranet.

Education and Certifications

BS, The Cooper Union, New York, Bachelor's Degree in Electrical Engineering
MCTS – Microsoft Certified Technology Specialist

Ms. Judy Holliday, PMP – Business Solutions Analyst

Professional Experience

California Public Utilities Commission (CPUC), LifeLine Program, Senior Business/Technology Analyst, (8/19 – present)

- Business process analysis and improvement
- Document writing and management; written, verbal and interpersonal communications
- Analysis and research; organizing information for analysis and presentation
- Quality assurance; meeting management, document sharing and retention
- Quality assurance; risks, issues, decisions and action items

California Public Utilities Commission (CPUC), LifeLine Program, Senior Business/Technology Analyst, (11/16 – 6/18)

- Business process analysis
- Major system transition (print and mail)
- Document writing and management; written, verbal and interpersonal communications
- Group meeting/call facilitation
- Analysis and research; organizing information for analysis and presentation

GENE IP, Marketing Manager / Business Analyst (2/13 – 2/16)

- Responsible for ongoing market research and business analysis relative to the technology product(s) being developed and patented, and relative to other potential enterprise solutions already being studied or tested.

California Unemployment Appeals Board (CUIAB), Organizational Change Management (OCM) Project Manager (6/11 – 11/12)

- Developed change management umbrella plan for the CUIAB to be utilized by the agency during the 3-5-year Enterprise Appeals Project (EAP) life cycle and for subsequent technology projects
- Used business analysis processes and OCM methodologies (ADCAR, other) and activities, including end user and technology team interviews, anonymous surveys, OCM end user change management sessions, legal and policy constraints research, project documentation analysis, and ongoing meetings with key project and business contacts.
- Assessed OCM impacts of the planned technology changes on business processes
- Identified/analyzed individual and job function level employee skill gaps and competencies relative to the anticipated technology changes
- Proposed / recommended a high-level competency development plan that would enable employees to learn/reinforce existing CUIAB system competencies; developed/proposed metrics that would allow agency executives and employees to monitor achievements and levels of success
- Proposed options for mapping the workforce to the new technologies that included ideas for new job categories and positions, a strategic evolution of roles and responsibilities within existing positions, and the potential realignment and sizing of managers and their respective groups
- Participated in the development of the Stakeholder Communities Document, the Stakeholder Strategies Document, the Communication Plan, and the Change

Management Plan and a strategy for the implementation of all of these plans. Co-developed the Transition Strategy and Transition Plan

California Department of Food and Agriculture (CDFA), Co-Project Manager: California Animal Health Emergency (6/11 – 1/12)

- Developed/wrote the Feasibility Study Report (FSR) for a Content Management (CM) enterprise solution, including Request for Information (RFI) and white paper, containing 300 instruction manuals that needed to be accessible to responders during emergencies that put California farm animals, humans, and the State's agriculture business at risk.

California Department of Corrections and Rehabilitation (CDCR) Trainer; Strategic eUHR and State Offender Management Systems (SOMS) Project (3/11 – 11/11)

- Trained healthcare staff in 5 California State prisons to use the Electronic Unit Health Record (eUHR) System and provided go-live support in 3 of the institutions. Facilitated classes ranging from 2-25 people that included major presentations at the request of senior clinicians. Provided training and go-live support for SOMS IMC to a segment of the prison healthcare staff, in conjunction with the first major SOMS custody deployment.
- Provided conduit between prison medical staff and CDCR leadership concerns. Trained the trainers.

California Department of Corrections and Rehabilitation (CDCR), Project Manager, Strategic Business, Writer, Business Analyst (12/09 – 2/10)

- Authored the IT Strategic Plan's Executive Summary and other plan components as required.
- Reviewed the CDCR Business Strategic Plan and did a readiness assessment to evaluate the alignment between the IT Strategic Plan objectives and CDCR business objectives; made recommendations based on findings

CA Public Utilities Commission (CPUC), Project Manager, Consumer Information Management System (CIMS) Project (12/06 – 1/09)

- Analyzed project management activities and reported results monthly to CDT using the required forms and format, based on the CDT Independent Oversight Framework and Project Management Institute (PMI) best practices. Conducted select meetings as needed or requested (e.g. project milestone lessons learned sessions, special interest group assessments); provided procurement SME support. Met frequently with project sponsor.
- Provided formal/informal readiness assessment:
 - Interviewed multiple key stakeholders to initially assess the degree of alignment between what each of them wanted and expected this project to achieve, including commissioners (CPUC), agency leaders, business sponsors, project teams and vendors.
 - Met with key stakeholders periodically, including external agencies and select NGO's, including project supporters and detractors, to provide them with project updates and to assess their evolving relationships with the project and continuing support (or lack thereof).
 - Provided PM SME and business analyst support during procurement, multiple project team member role and personnel changes, and solution implementation.

California Employment Development Department (EDD), Project Manager, Independent Project Oversight, Disability Insurance Automation (DIA) Project (3/07 – 6/09)

- Participated in risks and issues management process (attended project risks and issues meetings, participated in discussions regarding acceptance/avoidance/mitigation decisions, submitted applicable risks identified by oversight team, tracked oversight team risks and issues separately as appropriate).
- Analyzed project and change management activities and reported results monthly to the Project Team and sponsors, utilizing a format proposed by the oversight team and agreed to by the state project manager and business sponsor(s). Participated in the mitigation of risks and issues. Reviewed report results with project leaders before release of formal reports to EDD leadership and the State Department of Technology.
- Attended select project team meetings (weekly project status meeting, risks and issues meetings, steering committee meetings, and others as necessary).

California Department of Alcohol Beverage Control (ABC), Project Manager, Independent Project Oversight, Alcohol Beverage Information System (ABIS) Project (3/09 – 12/09)

- Reviewed/evaluated all project documentation, including project plans, schedules, risks and issues, as-is/to-be design documents, vendor contracts, financial reports, Feasibility Study Reports (FSRs) and others as required.

Education and Certifications

- B.A. Sociology/English, San Jose State University, San Jose, CA
- Masters Urban Planning (in progress), San Jose State University, San Jose, CA, 42 units done
- PMP, PMI Certificate No., 2005 – Present – 304778

Ms. Vanessa Garcia – Business Solutions Analyst

Professional Summary

After 17+ years of experience in client services, which include technical, analytical, administrative, and financial responsibilities, I am excited for this opportunity to work again with the California Public Utilities Commission to assist with resolving the TPA issues on the California LifeLine Program. Having worked on the LifeLine program for 3 years, I would be honored to continue helping the State of California with this program to service the participating citizens.

Professional Experience

California Public Utilities Commission (CPUC), LifeLine Program, Senior Business Analyst and Technical Writer, (8/19 – present)

- Reviewed CA LifeLine RFP, TPA Contract, & TPA documentation to provide GAP analysis
- Reviewed program BRDs to ensure compliance with contract and in line with what the TPA and subcontractor are currently doing
- Site visits and identified processes where there could be potential for optimization
- Advised or questioned processes with hypothetical situations that have historically occurred in the program

State of Michigan, Project Manager (2/19 – 2/20)

- Support department projects by following State project management methodology (SUITE) that follows PMBOK project management principles. Projects include:
- New application development on Angular JS framework for the Department of Natural Resources (DNR) for administering the grants program for motorized vehicles, including snowmobiles and off-road vehicles
- Rewrite the current application for the DNR Parks and Recreation department to update the look and feel of the website for a better citizen-user experience and bring the website to new branding standards for the State of Michigan
- Work with a vendor to implement a commercial off-the-shelf (COTS) solution to track and administer the DNR online safety training and certification required for obtaining recreational licenses
- Initial stages of determining either an in-house development or vendor software solution to replace a legacy program to continue tracking the Department of Environment, Great Lakes & Energy (EGLE) legal cases

Conduent, Inc. (formerly Xerox Services), Project Manager (1/15 – 1/18)

- Provide financial analysis & projections for \$85 million contract with State of California – Public Utilities Commission (CPUC), & successfully projected within acceptable limits from actuals
- Manage procurement of vendors, including subcontract management, prepare Scope of Works (SOWs), & Master Services Agreements (MSAs)
- Accounts payable & receivable for two contracts – CPUC & Arizona Public Service (APS) using internal accounting systems

- Communicate with clients on project requirements, & prepare scope, schedule & budget
- Key contributor to winning, starting up new contract & Project Manager with APS, initial value of \$900,000
- Liaison with client to provide supporting documentation & documenting new processes & procedures
- Liaison with client to support investigation and documentation of fraud, waste, and abuse cases
- Helpdesk support & customer investigations using SQL queries in database for fraud, waste & abuse prevention
- Liaison with third party auditor for annual program audit, & business continuity plan
- Testing & quality control of website design
- Liaison with third party vendor for print mail design, quality control, and integration to client contract
- Lead on transfer of major component of program to Office of State Publishing from an outside vendor

Kleinfelder, Staff Engineer (1/12 – 1/13)

- Prepared technical reports for clients & regulators that involved detailed data analysis and evaluation allowing them to make key decisions based on these reports
- Prepared proposals in response to RFPs and negotiated contractual agreements
- Extracted data & provided analysis, allowing grand opening for one client to occur ahead of schedule
- Gathered data, both historical & current, & presented required documentation within specified time frame & budget to meet client objectives & successfully close out projects
- Created reports to define metrics & ensure data accuracy through validation using third-party data management software, EQuIS & Excel
- Quality Assurance on reporting for State Department of Water Resources projects

Conestoga-Rovers & Associates (CRA), Data Manager (1/08 – 1/10)

- Managed project related data collection, troubleshooting, & analyzing regulatory compliance
- Followed rigid guidelines & tracked correspondence closely to accomplish client goals
- Prepared schedule & ad hoc reports for clients & government agencies on time & within budget

Science Applications International Corporation (SAIC), Assistant Project Manager (1/07 – 1/08)

- Managed technical components of client projects with total operating budgets in excess of \$1,000,000 & achieved a high level of customer satisfaction
- Communicated & worked closely with multiple governmental agencies
- Gathered requirements for remediation systems & set programs in SCADA control system with PID and PLC devices to regulate system and build reports, presented data, & represented client to accomplish project objectives

Dolver Company, Inc., Program & Operations Manager (1/05 – 1/07)

- Responsible for contracts and construction management on government & private contracts
- Oversaw office procedures including accounts payable/receivable, general accounting, payroll & corporate taxes

- Organized monthly meetings, educated & trained employees, & ensured safety standards were being adhered to
- Advised & trained field employees on technical procedures & regulations for various environmental projects

Parsons, Associate Engineer (1/04 – 1/05)

- Worked on a team assessing appropriate uses for 30 acres of previously industrial land for Los Angeles Unified School District
- Prepared detailed requisitions for material purchase, services, & subcontracts after gathering requirements from client
- Assisted other project managers with reports, data entry, & drawings

Helzberg Diamonds, Office Manager (1/03 – 1/05)

- Responsible for monitoring, mentoring, and supervising the office personnel with customer service activities including purchases, warranty repairs, routine cleanings, & customer complaints
- Responsible for hiring, training, & scheduling store personnel
- Worked with store manager & district manager to generate sales plans & ensure store policies were consistent with National company standards
- Provided excellent customer service

Education and Certifications

BS, University of Western Ontario, London, Ontario, Bachelor's Degree in Engineering Science

EXHIBIT A.2
DELIVERABLE EXPECTATION DOCUMENT (DED)

DED #X: Deliverable # – Deliverable Name (Tasks)

Deliverable #	Deliverable Name	DED Tasks

APPROVALS

This DED is subject to the terms and conditions of the Contract # (TBD) Statement of Work. It is agreed that the complete Contract for these services consists of the original Statement of Work, and the Customer Contract.

	CPUC Project Manager	Contractor Name	CPUC IT Contract Manager
Printed Name:			
Signature:			
Title:			
Date:			

EXHIBIT A.3
DELIVERABLE ACCEPTANCE DOCUMENT (DAD)

California Public Utilities Commission
IT Procurement and Project Management Services Deliverable Acceptance Document

Contractor Name	
CPUC Contract Number	
Contract Name	
Type of Contract (<i>Deliverables or Time and Materials</i>)	
CPUC Division/Branch	
Month Work Completed	

Statement of Work #	Deliverable Expectation Document No. or Statement of Work Deliverable	Details of All Tasks Must Be Provided	Project Resource	Total Hours	Total Cost
Totals					

The CPUC accepts the deliverables and tasks completed for work performed for this Deliverable Acceptance Document. Attached to the invoice will be any documents or artifacts invoiced for this period if applicable. *The invoice will be rejected by the CPUC IT Contract Manager if the documents or artifacts are not attached.*

Agreed and Accepted by:

	CPUC Project Manager	Contractor Name
Printed Name:		
Signature:		
Title:		
Date:		

EXHIBIT A.4 WORK AUTHORIZATION (WA)

1. INTRODUCTION - Scope

The purpose for this Work Authorization is XXX.

2. SCHEDULE

Completion dates for Work Authorization #XX are outlined in Section 3 – Task Description.

3. TASK DESCRIPTION – Summary of Work and Estimates

The following reflect the work requested for this Work Authorization.

WA#	Deliverable #	Task(s)	Completion Date

Work Authorization Cost Estimates

WA#	Task	Project Resource Name	Project Role	Hourly Rate	Estimated Hours	Estimated Cost
Totals						

4. RESOURCES REQUIRED

CPUC agrees to provide staff from the XX Office. The resources assigned to this WA will be: **Employee X**

Contractor X will assign (insert classification) to complete the deliverables required for this WA. The resources assigned to WA No. 00X will be: **John XX – Developer**

5. WORK AUTHORIZATION ACCEPTANCE CRITERIA

- TBD

6. COMPLETION DATE

- Tasks must be completed before the completion date on the WA.
- If the completion date will need to be extended the CPUC Project Manager must notify the CPUC IT Contract Manager prior to the completion date to prepare an addendum to the WA.
- Once the completion date passes the WA is considered expired and a new WA must be generated.

7. APPROVALS

This WA is subject to the terms and conditions of the Contract XX Statement of Work. It is agreed that the complete Contract for these services consists of the original Statement of Work, and the Customer Contract.

Agreed and Accepted by:

	CPUC Project Mgr.	Contractor Name	CPUC IT Contract Mgr.
Printed Name:			
Signature:			
Title:			
Date:			

EXHIBIT B

BUDGET DETAIL AND PAYMENT PROVISIONS

1. INVOICING AND PAYMENT

- A. For approved and accepted services and upon receipt and approval of Contractor's invoices, the CPUC agrees to pay Contractor for the services accepted in accordance with Exhibit B.1, Cost Worksheet and respective DEDs developed for work.
- B. All invoices will be submitted detailing the labor category hours (incremental hours shall be billed to the nearest 15 minutes) and dollars and include:
 - i. The CPUC Contract number
 - ii. A completed DAD
 - iii. A copy of the authorized DED
 - iv. Copies of artifacts (documents, training, etc.), if applicable
 - v. Copy of any sign off documents, if applicable
 - vi. A copy of the WA, if applicable
 - Copies of timesheet(s) are required.
 - Any estimated unused funds will be released back to unanticipated funding.
 - Any estimated hours and funds exceeding the WA will be rejected.
- C. In accordance with Public Contract Code, Section 12112, the State will withhold, from each invoiced payment amount to the Contractor, an amount equal to ten percent (10%) of the payment. Such retained amount shall be held by the State and only released to the Contractor upon the Contract Manager's determination that the Contractor has satisfactorily completed all of the required services.
- D. The Contractor will invoice the CPUC for actual work performed upon acceptance of provisions under the Statement of Work and the DED. All work invoiced will reference the Deliverable and DED number. All CPUC resources identified on this DED must sign off on the DAD and invoice if acceptable. If unacceptable, the CPUC resources identified on this DED will reject the invoice in writing and identify criteria that were not met and submit to the Contractor.
- E. Invoices shall not be submitted more frequently than monthly in arrears; Contractor shall email invoices to: ITinvoices@cpuc.ca.gov
- F. Invoices will be subject to verification and approval by the CPUC's Project Manager and CPUC IT Contract Manager.
- G. Travel expenses are not reimbursed.

2. STATE BUDGET CONTINGENCY CLAUSE

- A. It is mutually agreed that if the California State Budget Act for the current fiscal year and/or any subsequent fiscal years covered under this Contract does not appropriate sufficient funds for the program, this Contract shall be of no further force and effect. In

this event, the State shall have no liability to pay any funds whatsoever to Contractor or to furnish any other considerations under this Contract, and Contractor shall not be obligated to perform any provisions of this Contract.

- B. If funding for the purposes of this program is reduced or deleted for any fiscal year by the California State Budget Act, the State shall have the option to either cancel this Contract with no liability occurring to the State or offer a Contract amendment to Contractor to reflect the reduced amount.

3. PROMPT PAYMENT CLAUSE

Payment will be made in accordance with, and within the time specified in, Government Code Chapter 4.5, commencing with Section 927. Payment to small/micro businesses shall be made in accordance with and within the time specified in Chapter 4.5, Government Code 927 et seq.

4. FINAL BILLING

Final billing for services must be received by CPUC within ninety (90) days following the end of the Contract.

EXHIBIT B.1
COST WORKSHEET

Cost Worksheet attached on the next page.

EXHIBIT B.1 - CPUC RFO 0521-001 LifeLine Technical Oversight Services
Cost Summary - Deliverable and Pay Point Table

Offeror Name:							
Statement of Work / Deliverable #	Deliverable	Proposed Resource(s) Project Role	Proposed Resource(s) Name	ITMSA Labor Category	Hourly Rate	Estimated Hours	Total Cost
Term - Mandatory Twenty Four (24) months - July 15, 2021 - July 14, 2023							
1	Evaluation of operational compliance with the TPA contract, identifying trends and patterns to improve compliance monitoring	Senior Technical Lead Business Solutions Analyst	Thomas Keller Judy Holiday Vanessa Garcia	Senior Technical Lead Business Solutions Analyst	\$ 145.00	960	\$ 139,200.00
2	Assist in monitoring the TPA monthly reports	Business Solutions Analyst	Judy Holiday Vanessa Garcia	Business Solutions Analyst	\$ 145.00	960	\$ 139,200.00
3	Assist with Risk, Issue, and Task Management	Senior Project Manager	Stephen Bonham	Senior Project Manager	\$ 145.00	960	\$ 139,200.00
4	Perform Technical Analysis	Senior Technical Lead	Thomas Keller	Senior Technical Lead	\$ 145.00	720	\$ 104,400.00
5	Participate in relevant meetings and discussions	Senior Project Manager Senior Technical Lead Business Solutions Analyst	Stephen Bonham Thomas Keller Judy Holiday Vanessa Garcia	Senior Project Manager Senior Technical Lead Business Solutions Analyst	\$ 145.00	960	\$ 139,200.00
6	Assist Lifeline staff with technical writing of RFI and RFP	Senior Project Manager Senior Technical Lead Business Solutions Analyst	Stephen Bonham Thomas Keller Judy Holiday Vanessa Garcia	Senior Project Manager Senior Technical Lead Business Solutions Analyst	\$ 145.00	720	\$ 104,400.00
7	Assist with integration of other State Agency eligibility platforms	Senior Technical Lead	Thomas Keller	Senior Project Manager	\$ 145.00	480	\$ 69,600.00
8	Assist LifeLine staff with new pilot programs or new policy work	Senior Project Manager Senior Technical Lead Business Solutions Analyst	Stephen Bonham Thomas Keller Judy Holiday Vanessa Garcia	Senior Project Manager Senior Technical Lead Business Solutions Analyst	\$ 145.00	480	\$ 69,600.00
SUBTOTAL A						6240	\$ 904,800.00
UNANTICIPATED TASKS (MULTIPLY SUBTOTAL BY 0.10): 10% OF SUBTOTAL COST (ABOVE) A:							\$ 90,480.00
(ADD SUBTOTAL COST + UNANTICIPATED TASKS) TOTAL CORE CONTRACT COST A:							\$ 995,280.00
Total Core Contract Cost must not exceed \$1,000,000							
Term - Optional twelve (12) months - July 15, 2023 - July 14, 2024							
1	Evaluation of operational compliance with the TPA contract, identifying trends and patterns to improve compliance monitoring	Senior Technical Lead Business Solutions Analyst	Thomas Keller Judy Holiday Vanessa Garcia	Senior Technical Lead Business Solutions Analyst	\$ 145.00	480	\$ 69,600.00
2	Assist in monitoring the TPA monthly reports	Business Solutions Analyst	Judy Holiday Vanessa Garcia	Business Solutions Analyst	\$ 145.00	480	\$ 69,600.00
3	Assist with Risk, Issue, and Task Management	Senior Project Manager	Stephen Bonham	Senior Project Manager	\$ 145.00	480	\$ 69,600.00
4	Perform Technical Analysis	Senior Technical Lead	Thomas Keller	Senior Technical Lead	\$ 145.00	360	\$ 52,200.00

**EXHIBIT B.1 - CPUC RFO 0521-001 LifeLine Technical Oversight Services
Cost Summary - Deliverable and Pay Point Table**

Statement of Work / Deliverable #	Deliverable	Proposed Resource(s) Project Role	Proposed Resource(s) Name	ITMSA Labor Category	Hourly Rate	Estimated Hours	Total Cost
5	Participate in relevant meetings and discussions	Senior Project Manager Senior Technical Lead Business Solutions Analyst	Stephen Bonham Thomas Keller Judy Holiday Vanessa Garcia	Senior Project Manager Senior Technical Lead Business Solutions Analyst	\$ 145.00	480	\$ 69,600.00
6	Assist Lifeline staff with technical writing of RFI and RFP	Senior Project Manager Senior Technical Lead Business Solutions Analyst	Stephen Bonham Thomas Keller Judy Holiday Vanessa Garcia	Senior Project Manager Senior Technical Lead Business Solutions Analyst	\$ 145.00	360	\$ 52,200.00
7	Assist with integration of other State Agency eligibility platforms	Senior Technical Lead	Thomas Keller	Senior Project Manager	\$ 145.00	240	\$ 34,800.00
8	Assist LifeLine staff with new pilot programs or new policy work	Senior Project Manager Senior Technical Lead Business Solutions Analyst	Stephen Bonham Thomas Keller Judy Holiday Vanessa Garcia	Senior Project Manager Senior Technical Lead Business Solutions Analyst	\$ 145.00	240	\$ 34,800.00
SUBTOTAL B						3120	\$ 452,400.00
(ADD SUBTOTAL COST A + Optional Year SUBTOTAL B) TOTAL CORE CONTRACT COST							\$ 1,447,680.00
Total must not exceed the CPUC purchasing authority of \$1,500,000.00							

EXHIBIT C SPECIAL TERMS AND CONDITIONS

1. TERMINATION WITHOUT CAUSE

This Contract may be terminated without cause by the CPUC upon thirty (30) days written notice to the other party. In the event of such termination, the State shall pay all amounts due the Contractor for all tasks/deliverables accepted prior to termination.

2. AMENDMENT CLAUSE

Any Contract executed may be amended prior to the expiration of the Contract, consistent with the terms and conditions of the ITMSA and Contract and by mutual consent of both parties. Time extensions necessary to complete deliverables may be via amendment made at no additional cost.

An optional year may be activated under the CPUC discretion to add additional time and funds. If an optional year is activated the Contract will require DED and the basis for the hourly rate will be the ITMSA Labor Category/Hourly Rate on Exhibit B.1, Cost Worksheet. All work must map back to the Statement of Work.

Any resulting amended Contract will not take effect until it is signed by CPUC and the Contractor has received a signed and fully executed Contract.

3. RESOURCE REPLACEMENT

- A. The Contractor shall not add and/or substitute resources without the prior written consent of the State, which consent shall not be unreasonably withheld. The Contractor shall make every reasonable effort to provide suitable substitute resources. The additional and/or substitute resource shall meet all the requirements and shall be approved in writing by the State prior to substitute resource beginning work.
- B. The Contractor will notify the State, in writing, within five (5) calendar days of any changes in the personnel assigned to the Project tasks/deliverables by completing a Proposed Resource Qualification Form and a Proposed Resource Reference Form with attached resume and resource experience worksheet. If a Contractor employee is unable to perform due to illness, resignation, or other factors beyond the Contractor's control, the Contractor will make every reasonable effort to provide suitable substitute personnel within ten (10) days. The substitute personnel must be equal or better qualifications than the replaced personnel, meet all requirements and be approved in advance of any performance under the Contract by the IT Contract Manager via an approved amendment unless the resource change does not increase the total for the Contract. The rates for the substituted personnel must be less than or equal to the rates of the personnel that they are replacing.
- C. The State reserves the right to have the Contractor to replace personnel at any time, such right will not be exercised unreasonably. The State will notify the Contractor in writing when exercising that right and will provide the Contractor with the reason for

requiring the replacement. In this event, the Contractor must provide a proposed replacement in accordance with the process and deadline specified herein.

4. INSURANCE REQUIREMENTS

Prior to commencing performance of any work under this Contract, Contractor shall furnish to the CPUC IT Contract Manager a certificate of insurance that complies with all the requirements set forth herein. If Contractor is self-insured, Contractor shall provide written proof of adequate self-insurance.

General Insurance Requirements

- A. All insurance coverage required herein shall remain in force for the complete term of this Contract.
- B. The Certificate Holder on the Contractor's certificate of insurance shall include the CPUC address as: California Public Utilities Commission, Attention: Russell Lee, IT Contract Manager, 505 Van Ness Avenue, San Francisco, CA, 94102 and the Contract #(68616).
- C. Contractor's insurance company shall carry a rating that is acceptable to the Department of General Services (DGS). If Contractor is self-insured for a portion or all its insurance, review of Contractor's financial information, including a letter of credit, may be required.
- D. If the Contractor's insurance required by this Contract expires during the term of the Contract, a new certificate must be received by the State Contract Manager at least ten (10) business days prior to the expiration of the insurance. The new insurance shall meet all the requirements of this Contract.
- E. The Contractor shall notify the CPUC IT Contract Manager in writing within five (5) business days prior to the effective date of any cancellation, non-renewal, or material change that affects any insurance coverage required by this Contract.
- F. If the Contractor fails to maintain in effect at all times the insurance coverage required in this Contract, the State may, in addition to any other remedies it may have, terminate this Contract upon the occurrence of such event.
- G. Any insurance required to be carried under this Contract shall be primary, and not excess or contributory, to any other insurance carried by the State.
- H. The State shall not be responsible for any premiums, deductibles, self-insured retention, or assessments on the Contractor's insurance policy.
- I. Any required endorsement(s) must be physically attached to all requested certificates of insurance and not substituted by referring to such coverage on the certificate of insurance.

- J. The policy retroactive date must be displayed on the certificate or insurance and must be before the date this Contract is executed or before the commencement of work.
- K. Inadequate or lack of insurance does not negate the Contractor's obligations under the Contract.
- L. In the case of the Contractor's utilization of subcontractors to complete the contracted scope of work, the Contractor shall include all subcontractors as insureds under the Contractor's insurance policy or supply evidence of insurance to the State equal to policies, coverage, and limits required of the Contractor, as specified herein.
- M. All insurance required by this Contract shall allow to the State to pay and/or act as the Contractor's agent in satisfying any self-insured retention. The choice to pay and/or act as the Contractor's agent in satisfying any self-insured retention shall be at the sole discretion of the State.
- N. All insurance coverage and limits available to the Contractor shall also be available and applicable to the State.

Types of Insurance and Coverage Limits

- A. Commercial General Liability: The Contractor shall maintain commercial general liability insurance with limits of not less than \$1,000,000 per occurrence for bodily injury and property damage liability combined with a \$2,000,000 annual policy aggregate. The policy shall include coverage for liabilities arising out of premises, operations, independent Contractors, products, completed operations, personal and advertising injury, and liability assumed under an insured Contract. The commercial general liability insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the Contractor's limit of liability. The policy must name CPUC, the State of California, its officers, agents, and employees as additional insured, but only with respect to work performed under this Contract.
- B. Provisions of section 3700 of the California Labor Code require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with such provisions before commencing performance of work under the Contract.
 - 1. The Contractor shall maintain statutory workers' compensation and employer's liability coverage for all its employees who will be engaged in the performance of the Contract, including special coverage extensions where applicable. Employer's liability limits of \$1,000,000 are required. A waiver of subrogation or waiver of right to recover endorsement in favor of the State of California must be attached to the certificate of insurance.
 - 2. If your business is a sole proprietorship and does not employ any other individual(s), a signed statement on business letterhead stating, "I certify under penalty of perjury under the laws of the State of California that I do not employ

any person in any manner as to become subject to the Workers' Compensation laws of California. I further certify that CPUC will be notified within thirty (30) days of any changes which results in the business becoming subject to the Workers' Compensation laws of the State of California." Contractor shall provide this letter to the State Contract Manager prior to the commencement of any work under this Contract.

5. TRAVEL COST

The CPUC does not anticipate travel outside of San Francisco for this project. The CPUC will not be responsible for the cost of travel to bring the Contractor personnel to the San Francisco office to work.

6. 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-401IT-ITMSA), Paragraph 23, Termination for Default.

7. SECURITY AND DATA PROTECTION REQUIREMENTS

The State must ensure Contracts 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.

8. EVALUATION OF CONTRACTOR

Performance of the Contractor under this Contract will be evaluated. The evaluation shall be prepared on Contract/Contractor Evaluation Sheet, Std. 971 and maintained in the Contract file. For consultant Contracts, a copy of the evaluation will be sent to the DGS, Office of Legal Services, if it is negative and over \$5,000.00.

EXHIBIT D INFORMATION SECURITY PROVISIONS

In the performance of this Contract, the Contractor agrees to protect the confidentiality, integrity and availability of all information provided by the California Public Utilities Commission (CPUC). The Contractor further agrees to implement the following minimum administrative, physical, and technical information security safeguards to comply with the information security provisions specified in State Administrative Manual (SAM) 5305.8.

Reference:

https://www.documents.dgs.ca.gov/sam/SamPrint/new/sam_master/sam_master_File/chap5300/5305.8.pdf

1. ADMINISTRATIVE SAFEGUARDS

A. DATA OWNERSHIP

- 1) The information being provided by CPUC under this Contract remains the exclusive property of CPUC. This information is not open to the public and requires special precautions to protect from loss and unauthorized use, disclosure, modification or destruction. This information must not be shared without written permission from CPUC.
- 2) The Contractor shall have a non-exclusive right to use and process the information for the purposes stated in this Contract. This right shall be revoked immediately upon termination of this Contract. Disclosure of this data to Contractor in the performance of this Contract does not transfer ownership of information to the Contractor or its employees or agents.

B. INCIDENT REPORTING

All unauthorized or suspected unauthorized access, uses, and/or disclosures of information obtained under this Contract will be thoroughly reviewed by CPUC ISO and the Contractor's ISO. The Contractor will comply with the incident reporting requirements in accordance with California Civil Code Section 1798.29, California State Administrative Manual Section 5340.4, and State Information Management Manual Sections 5340-A and 5340-C.

- 1) The Contractor will immediately notify the CPUC ISO of any information security breach involving information accessed or obtained under this Contract. Immediately, for purposes of this Contract, means not later than 24 hours after a security event is detected.
- 2) Each party will conduct oversight of its users with access to information provided under this Contract and will immediately notify the other Agency's Information Security Office of any unauthorized or suspected unauthorized accesses, uses, and/or disclosures / (incidents).

Reference: https://cdt.ca.gov/wp-content/uploads/2017/03/TL_12-16_Incident-Response_Final.pdf

C. USE OF INFORMATION

The Contractor acknowledges and agrees that the information furnished or secured pursuant to this Contract will be used solely for the purposes described in this Contract and agrees to implement policies and procedures to ensure the confidentiality, integrity and availability of said information. The Contractor further agrees that information obtained under this Contract will not be reproduced, published, sold, or released in original or any other form for any purpose other than identified in this Contract.

D. STATEMENT OF CONFIDENTIALITY

Each party will ensure that all employees who have access to confidential, sensitive, and/or personal information of the other party will be required to file a signed confidentiality statement attesting to the fact that he/she is aware of the confidential nature of the data and penalties for unauthorized disclosure under applicable state and federal law. Copies of signed confidentiality statements must be made available upon request to the CPUC ISO.

E. EMPLOYEE ACCESS TO INFORMATION

The Contractor agrees that information will be kept in the strictest confidence and only made available to authorized personnel on a "need-to-know" business basis, and only for the purposes authorized under this Contract. The term "need-to know" refers to those authorized persons who need information to perform their official duties in connection with the purpose described in the Contract. The parties recognize their mutual responsibilities to protect the confidentiality of information in their custody as provided by law and ensure such information is disclosed only to those individuals, and of such purpose as authorized by the respective laws.

F. SECURITY AWARENESS TRAINING

The Contractor and all their users authorized to access all information furnished or obtained under this Contract must receive security awareness training prior to accessing such information, and annually thereafter.

2. PHYSICAL SAFEGUARDS

A. ACCESS AUTHORIZATION RECORDS

The Contractor will maintain records of all authorized users and the authorization level of access granted to the information obtained under this Contract.

B. ACCESS CONTROL

The Contractor will maintain and secure its entire computer system (network, hardware, software, and applications) used in the performance of this Contract in accordance with state policies, standards and procedures held in the State Administrative Manual Chapters 4800 through 5300

Reference: <https://www.dgs.ca.gov/Resources/SAM/TOC/5300/5360>

C. SECURE AREAS

Computer monitors, printers, hard copy printouts, or any other forms of information accessed or obtained under the performance of this Contract must not be viewed by the public or other unauthorized persons as described in the Contract.

D. SECURE STORAGE

Information in all forms must be stored in areas physically secure and protected from access by unauthorized persons.

E. MEDIA PROTECTION

The Contractor will employ the use of FIPS 140-2 validated encryption for all confidential information stored on electronic media and obtained in the performance of this Contract. Confidential information obtained by either party in this Contract must be secured in accordance with the State Administrative Manual Chapter 5300.

Reference: State Administrative Manual Section 5300
<https://www.dgs.ca.gov/Resources/SAM/TOC/5300>

F. DESTRUCTION OF RECORDS

All records received under this Contract and any database(s) created, copies made, or files attributed to the records received will be destroyed when they are no longer needed for the business purpose for which they were obtained, or within thirty (30) calendar days of termination of the Contract or Contract expiration, using confidential destruction methods. This information includes information stored on all media both digital and physical. The records shall be securely destroyed in accordance with NIST 800-88.

Reference: <http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-88r1.pdf>

3. INFORMATION SECURITY

Information security is defined as the preservation of the confidentiality, integrity, availability, authenticity and utility of information. A secure environment is required to protect the confidential information obtained pursuant to this Contract. Confidential information obtained by either party in this Contract must be secured in accordance with the State Administrative Manual Chapter 5300.

A. ELECTRONIC TRANSMISSION

All confidential information transmitted over a public network must be encrypted end-to-end. The Contractor will use FIPS 140-2 encryption standards and FIPS 140-2 validated methods, and NIST special publication 800-53 control requirements such as, but not limited to, utilizing minimum encryption strength of 256-bit AES and Secure File Transfer Protocol (SFTP) when transferring or encrypting electronic files or information. The Contractor will coordinate with CPUC ISO to implement the above referenced encryption standards to send and receive all information as required.

Reference:

- 1) *NIST special publication 800-53, Rev 4, page F-193, System and Communications Protection Family, Control SC-8 Transmission Confidentiality and Integrity*

- i. <http://nvlpubs.nist.gov/nistpubs/SpecialPublications/NIST.SP.800-53r4.pdf>
- ii. <http://csrc.nist.gov/publications/PubsSPs.html>

- 2) *FIPS publication 197*

- i. <http://nvlpubs.nist.gov/nistpubs/FIPS/NIST.FIPS.197.pdf>
- ii. <http://csrc.nist.gov/publications/PubsFIPS.html>

B. CHANGE CONTROL

All changes to computer systems, hardware, software, file structure, data or record layout, applications, storage media, and network components used for storing and/or accessing information in the performance of this Contract must be approved by the CPUC ISO in writing in advance prior to implementation.

C. SCREEN-LOCKING

Computers capable of accessing information for the performance of this Contract must not be left unattended and logged on unless secured by a screen-locking process or mechanism to prevent unauthorized access or secured in a locked room not accessible to unauthorized personnel.

D. AUDITING

The Contractor will maintain an audit trail and record data access of authorized users and the authorization level of access granted to information based on job function. Logs must be made available to the CPUC ISO upon request. The Contractor will allow audits or inspections by individuals authorized by the CPUC ISO at the Contractor's premises during regular business hours, prior notice for purposes of determining compliance with the terms of this Contract.

E. CLOUD COMPUTING

If the Contractor will be using a cloud computing solution, the solution must follow and meet, or exceed, the special provisions for cloud computing services set by the Department of General Services (DGS) and Department of Technology and published on the DGS website.

Reference: <https://www.dgs.ca.gov/-/media/Divisions/PD/Acquisitions/Solicitation-Documents/IT-Cloud-Computing-iaaS.pdf>

F. DISASTER RECOVERY

The Contractor must meet the following disaster recovery objectives:

- 1) Upon the executed interagency Contract and the installation of the data transfer method, the Contractor shall provide a copy of disaster recovery plan and procedures that address all essential recovery program elements outlined in State Administrative Manual sections 5325 through 5325.6.

In the event of a disaster, as defined in the disaster recovery plan, the Contractor shall notify CPUC as soon as practical, but not later than 24 hours after declaring a disaster; and shall provide a report to CPUC within two (2) business days, or as soon as practical. In the event of a disaster, the Contractor will notify CPUC for their approval when the need to use an outside Contractor occurs ensuring all security measures will be maintained.

- 2) The Contractor, in collaboration with CPUC and a Disaster Recovery Contractor, shall test their ability to meet the requirements of this Contract annually in accordance with State requirements and provide CPUC a report regarding the execution of the test and its outcome.
 - a) The testing must meet the recovery objectives of this Contract and should assess whether or not the Contractor's disaster recovery provisions are capable of meeting the recovery objectives. The Contractor and CPUC will be responsible for establishing and conducting periodic business recovery tests, which will provide a means for Disaster Recovery and Business Continuity Plan document maintenance as well as early identification and mitigation of any problems that occur as a result of the test.
 - b) At the minimum, the Contractor, in conjunction with CPUC and the Disaster Recovery Contractor, must conduct one simulation or parallel test a year, this test must exhibit end-to-end recovery capability to meet requirements as described in this Contract. Additional testing methodologies may be used to evaluate the effectiveness of the Disaster Recovery and Business Continuity Plan.

Reference: <https://www.dgs.ca.gov/Resources/SAM/TOC/5300>

☐ CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED

AGREEMENT NUMBER 84799		AMENDMENT NUMBER
1. CONTRACTOR'S NAME MAXIMUS Human Services, Inc.		2. FEDERAL I.D. NUMBER 45-0553376
3. AGENCY TRANSMITTING AGREEMENT California Public Utilities Commission	4. DIVISION, BUREAU, OR OTHER UNIT Communications Division	5. AGENCY BILLING CODE 059000
6a. CONTRACT ANALYST NAME Russell Lee	6b. EMAIL Russell.lee@cpuc.ca.gov	6c. PHONE NUMBER (415) 703-1804
7. HAS YOUR AGENCY CONTRACTED FOR THESE SERVICES BEFORE? <input type="checkbox"/> NO <input checked="" type="checkbox"/> YES (If YES, enter prior contractor name and Agreement Number)		
Prior Contractor: MAXIMUS Human Services, Inc. Prior Agreement No.: 19946		

8. BRIEF DESCRIPTION OF SERVICES

Maximus will perform the services required as the California LifeLine Administrator and is responsible for: Qualifying LifeLine Customers; Operation of a Customer Support Call Center equipped with multiple language lines; Outbound messaging; Records Management; Database Operation; Ongoing maintenance of printed and electronic forms/documents; Customer account updates; Interaction with supported carriers; and Submission of required reports, plans, and other activities with the California Public Utilities Commission (CPUC) Details of services being provided can be found in the Scope of Work.

9. AGREEMENT OUTLINE (Include reason for Agreement: Identify specific problem, administrative requirement, program need or other circumstances making the Agreement necessary; include special or unusual terms and conditions.)

The implementation of a third-party administrator was mandated by FCC Order 04-87. The CPUC ordered compliance with the FCC Order in Decision 05-04-026, further revised by D. 07-05-030. Public Utilities Code (PUC) Section 871 et. Seq. requires the CPUC to promote universal service by making residential telephone service affordable to low income Californians. The California LifeLine program provides discounts to basic landline (wireline) and wireless telephone service to qualifying low income residents to help them stay connected.

10. PAYMENT TERMS (More than one may apply.)

- ☐ Monthly Flat Rate ☐ Quarterly ☐ One -Time Payment ☐ Progress Payment
☒ Itemized Invoice ☐ Withhold 10 % ☐ Advanced Payment Not To Exceed
☐ Reimbursement//Revenue \$ _____ or _____ %
☐ Other (Explain) _____

11. PROJECTED EXPENDITURES FUND TITLE	ITEM	F.Y.	CHAPTER	STATUTE	PROJECTED EXPENDITURES
ULTS	8660-0471-001	22/23	43	2022	\$ 7,476,173.96
ULTS	8660-0471-001	23/24	TBD	2023	\$ 17,899,385.79
ULTS	8660-0471-001	24/25	TBD	2024	\$ 16,445,393.11
ULTS	8660-0471-001	25/26	TBD	2025	\$ 4,111,348.28
OBJECT CODE 5340580				AGREEMENT TOTAL \$	45,932,301.13
OPTIONAL USE Program: 6685028P05, Reporting Structure: 86601004				AMOUNT ENCUMBERED BY THIS DOCUMENT \$ 7,476,173.96	
I CERTIFY upon my own personal knowledge that the budgeted funds for the current budget year are available for the period and purpose of the expenditure stated above.				PRIOR AMOUNT ENCUMBERED FOR THIS AGREEMENT \$ 0	
ACCOUNTING OFFICER'S SIGNATURE Lalaine L. Semana - Accounting Administrator III Digitally signed by Lalaine L. Semana - Accounting Administrator III Date: 2022.09.30 07:25:11 -07'00'		ACCOUNTING OFFICER'S NAME Lalaine Semana		DATE SIGNED 9.30.2022	TOTAL AMOUNT ENCUMBERED TO DATE \$ 7,476,173.96
12. AGREEMENT	TERM From	Through	TOTAL COST OF THIS TRANSACTION		BID, SOLE SOURCE, EXEMPT
Original	10/03/2022	10/02/2025	\$ 45,932,301.13		Bid

Amendment No. 1			\$	
Amendment No. 2			\$	
Amendment No. 3			\$	
		TOTAL	\$ 45,932,301.13	

(Continue)

AGREEMENT SUMMARY

TECH 215 (NEW 12/2018)

13. BIDDING METHOD USED:

- ☒ Request for Proposal (RFP) ☐ Invitation for Bid (IFB) ☐ Use of Master Service Agreement
(Attach justification if secondary method is used)
- ☐ Sole Source Contract ☐ Exempt from Bidding ☐ Other (Explain)
(Attach TECH. 821) (Give authority for exempt status)

NOTE: Proof of advertisement on the Cal eProcure website or an approved form
TECH 821, Contract Advertising Exemption Request, must be attached

14. SUMMARY OF BIDS (List of bidders, bid amount and small business status) (If an amendment, sole source, or exempt, leave blank)

MAXIMUS Human Services Inc. - \$73,019,856.00
Horne LLP - \$61,407,598.42

15. IF AWARD OF AGREEMENT IS TO OTHER THAN THE LOWER BIDDER, PLEASE EXPLAIN REASON(S) (If an amendment, sole source, or exempt, leave blank)

MAXIMUS was not the lowest bidder, but was awarded the Contract because they scored higher in the Narrative Response and Bidder Interviews.

16. WHAT IS THE BASIS FOR DETERMINING THAT THE PRICE OR RATE IS REASONABLE?

Formal solicitation, evaluation, and award process was followed. Responses were evaluated based on the terms of the proposal and responsive bids received. Negotiations were also held by CDT to assure rates were reasonable.

17 (a) JUSTIFICATION FOR CONTRACTING OUT (Check one)

- ☐ Contracting out is based on cost savings per Government Code 19130(a). The State Personnel Board has been so notified. ☐ Contracting out is justified based on Government Code 19130(b). When this box is checked, a completed JUSTIFICATION – CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60 must be attached to this document.
- ☐ Not Applicable (Interagency/Public Works/Other)

17 (b) EMPLOYEE BARGAINING UNIT NOTIFICATION

- ☒ By checking this box, I hereby certify compliance with Government Code section 19132(b)(1).

AUTHORIZED

SIGNATURE:

SIGNER'S NAME (Print or Type)

Rachel Peterson

DATE SIGNED:

18. FOR AGREEMENTS IN EXCESS OF \$5,000: Has the letting of the agreement been reported to the Department of Fair Employment and Housing?

☐ NO ☒ YES ☐ N/A

19. HAVE CONFLICT OF INTEREST ISSUES BEEN IDENTIFIED AND RESOLVED AS REQUIRED BY THE STATE CONTRACT MANUAL SECTION 7.10?

☐ NO ☒ YES ☐ N/A

20. FOR CONSULTING AGREEMENTS: Did you review any contractor evaluations on file with the DGS Legal Office?

☐ NO ☐ YES ☐ NONE ON FILE ☒ N/A

21. IS A SIGNED COPY OF THE FOLLOWING ON FILE AT YOUR AGENCY FOR THIS CONTRACTOR?

A. Contractor Certification Clauses

☐ NO ☐ YES ☒ N/A

B. STD. 204 Vendor Data Record

☐ NO ☒ YES ☐ N/A

22. REQUIRED RESOLUTIONS ARE ATTACHED

☐ NO ☐ YES ☒ N/A

23. IS THIS A SMALL BUSINESS AND/OR A DISABLED VETERAN BUSINESS CERTIFIED BY DGS?

☒ NO ☐ YES

SB/DVBE Certification Number:

24. ARE DISABLED VETERANS BUSINESS ENTERPRISE GOALS REQUIRED? (If an amendment, explain changes, if any)

☒ NO (Explain below) ☐ YES (If YES complete the following) % of Agreement

Explain:

The CPUC waived the DVBE program requirements via Std816 because there aren't many vendors that can provide LifeLine services, so we didn't anticipate a lot of vendors that would provide a bid to the RFP. We conducted an RFI and only received one non-DVBE response. Also, there were only two non-DVBE vendors that provided a response for the previous LifeLine RFP.

25. IS THIS AGREEMENT (WITH AMENDMENTS) FOR A PERIOD OF TIME LONGER THAN THREE YEARS?

☐ NO ☒ YES (If YES, provide justification below)

The CA Department of Technology oversaw this solicitation and award and determined that for the purpose of this RFP, the term of this Contract is for 3 years with the option to extend for two (2) one (1) year terms.

I certify that all copies of the referenced Agreement will conform to the original Agreement sent to the Department of Technology.

SIGNATURE



NAME/TITLE (Print or Type)

Rachel Peterson, Executive Director

DATE SIGNED

AGREEMENT SUMMARY

TECH 215 (NEW 12/2018)

JUSTIFICATION - CALIFORNIA CODE OF REGULATIONS, TITLE 2, SECTION 547.60


In the space provided below, the undersigned authorized state representative documents, with specificity and detailed factual information, the reasons why the contract satisfies one or more of the conditions set forth in Government Code section 19130(b). Please specify the applicable subsection. Attach extra pages if necessary.

19130 (b) (3) and (5)

The requirements of this contract, including database services for over two million people, and a call center are beyond the capabilities of civil service staff. DGS OSP will handle the printing and mailing of all related program documents.

The implementation of a third-party administrator was mandated by FCC Order 04-87. The CPUC ordered compliance with the FCC Order in Decision 05-04-026, further revised by D. 07-05-030.

The undersigned represents that, based upon his or her personal knowledge, information or belief the above justification correctly reflects the reasons why the contract satisfies Government Code section 19130(b).

SIGNATURE	NAME/TITLE (Print or Type)	DATE SIGNED	
	Rachel Peterson, Executive Director		
PHONE NUMBER	STREET ADDRESS		
(415) 757-7844	505 Van Ness Avenue		
EMAIL	CITY	STATE	ZIP
Rachel.Peterson@cpuc.ca.gov	San Francisco	CA	94102