

**AMENDMENT TO  
AGREEMENT  
BY AND BETWEEN  
CALSAWS CONSORTIUM  
AND  
CAMBRIA SOLUTIONS, INC.**

**Amendment No. 1**

This Amendment Number 1 is effective on August 28, 2020 (the "Effective Date") and amends to Agreement, as defined below, between the CalSAWS Consortium ("Consortium") and Cambria Solutions, Inc. ("Contractor") as specified in this Amendment. Unless otherwise indicated by this Amendment, all other provisions of the Agreement not affected by this Amendment remain in full force and effect between the parties.

**RECITALS**

WHEREAS, on June 28, 2019, Consortium and Contractor entered into an agreement regarding the Online CalWORKs Appraisal Tool (OCAT) Project ("Agreement"); and

WHEREAS, on July1, 2019 Contractor commenced work on the Project; and

WHEREAS, on at least two occasions prior to the Effective Date, Consortium's Quality Assurance vendor, ClearBest, Incorporation, has informed Consortium of performance by Contractor on the Project that does not meet the requirements or standards for the Project as established by the Agreement; and

WHEREAS, both Consortium and Contractor have met and conferred to address Contractor's performance under the Agreement both in terms of Contractor's timeliness and the acceptability to Consortium of the Deliverables Contractor is providing under the Agreement; and

WHEREAS, the parties now wish to amend the Agreement in order to address issues involving both the timeliness and acceptability to Consortium of the Deliverables Contractor is providing under the Agreement;

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual covenants and promises described herein, the parties agree to amend the Agreement as follows:

1. Section 2.57 of the Agreement is amended to read as follows:

#### **2.57 Statement of Work.**

The Statement of Work and subsequent Statements of Work which are agreed to by the parties in writing and which shall be incorporated into this Agreement upon such agreement, detailing the Services to be performed and Deliverables to be provided by CONTRACTOR under the terms and conditions of this Agreement. The Statement of Work and subsequent Statements of Work shall include all attachments to the Statement of Work and subsequent Statements of Work as agreed to by the parties. Any reference in this Agreement to the Statement of Work shall be deemed to include all attachments to the Statement of Work or subsequent Statements of Work.

2. Section 4.1 of the Agreement is amended to read as follows:

#### **4.1 Initial Term for D&I Phase (OCAT Deliverables).**

As addressed in Section 5.2 below, the initial term of this Agreement for delivery of all OCAT Deliverables shall be from the date of Execution Date of this Agreement to not later than November 2, 2020, with the exception of the Business Rule Engine (BRE) Deliverable. As to the BRE Deliverable, that Deliverable will be delivered pursuant to a schedule acceptable to the Consortium to be provided no later than October 5, 2020. Final acceptance will occur after acceptance of the BRE Deliverable.

3. Section 13.3 of the Agreement is amended to read as follows:

#### **13.3 Failure to Meet Key Milestones.**

CONTRACTOR shall pay liquidated damages as follows for CONTRACTOR's failure to timely perform the OCAT Services or provide the OCAT Deliverables following the dates specified in the CONSORTIUM Executive Director approved OCAT Work Plan, subject to Section 3.2, for the following Key Milestone events.

<b>Key Milestones</b>	<b>Amount of Liquidated Damages Per Day</b>
OCAT Work Plan Initial Acceptance	\$500.00
OCAT General Design Acceptance	\$500.00
OCAT Application/SAWS Interfaces Acceptance	\$2,000
CalACES Training Materials (WBT) Acceptance	\$2,000
OCAT Reports Design Acceptance	\$2,000
BRE Schedule Submission	\$2,000

OCAT Business Rule Engine Design Acceptance	\$2,000
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4. Exhibit A, Statement of Work, is amended as follows:

Attached to this Amendment, and incorporated by reference, is an Amended and Revised Exhibit A, Statement of Work. The Amended and Revised Statement of Work, along with Attachments 1, 2, and 3 to the Amended and Revised Statement of Work, shall replace in its entirety the current the current Exhibit A, Statement of Work, to the Agreement.

**AMENDMENT NUMBER 1**

IN WITNESS WHEREOF, the Consortium has caused this Amendment Number 1 to the Agreement to be subscribed on behalf of the Consortium and Contractor has caused this Amendment Number 1 to be subscribed on its behalf by its duly authorized officer, as indicated below.

**Cambria Solutions, Inc.**

**CALSAWS CONSORTIUM**

Dated: \_\_\_\_\_

Dated: \_\_\_\_\_

By: \_\_\_\_\_

By: \_\_\_\_\_,  
\_\_\_\_\_, Consortium Chair

Name: \_\_\_\_\_

Title: \_\_\_\_\_

By: \_\_\_\_\_  
Kronick Moskowitz Tiedemann & Girard,  
Consortium Legal Counsel

By: \_\_\_\_\_  
John Boule, Consortium Executive  
Director