

**CHANGE ORDER NO. THREE
STATEWIDE PORTAL/MOBILE APP PROJECT AGREEMENT
BY AND BETWEEN
CALSAWS CONSORTIUM
AND
DELOITTE CONSULTING LLP**

This Change Order No. Three is effective on July 30, 2021 (the “Effective Date”) and revises the Agreement, as defined below, between the CalSAWS Consortium (“Consortium”) and Deloitte Consulting LLP (“Contractor”) as specified in this Change Order No. Three. Unless otherwise indicated by this Change Order No. Three, all other provisions of the Agreement not affected by this Change Order No. Three remain in full force and effect between the parties.

RECITALS

WHEREAS, on August 25, 2020, Consortium and Contractor entered into an agreement regarding the Statewide Portal/Mobile App Project (“Agreement”); and

WHEREAS, on August 25, 2020, Contractor commenced work on the Project; and

WHEREAS, the Consortium has allotted Five Million Dollars (\$5,000,000) in unallocated funds for additional Services provided under the Agreement and the parties now wish to increase the Total Cost of the Agreement by the amount of Five Million Dollars.

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual covenants and promises described herein, the parties mutually agree to this Change Order No. Three to the Agreement as follows:

1. Section 7.1.1 of the Agreement is revised to add the following language at the end of the section after "The Contract Sum for the M&O Phase 3 shall not exceed Five Million Seven Hundred Ninety One Thousand Eight Hundred Seventy Eight Dollars (\$5,791,878.00)".

The Contractor may invoice the Consortium a maximum amount of Five Million Dollars (\$5,000,000) for additional DD&I, optional Enhancements and/or M&O via the System Change Request process, approved by the Consortium Executive Director and Contractor's Project Director or their respective designees.

2. Section 8 of the Agreement, Change Orders is revised to add a new Section 8.7 which reads:

8.7 Work Orders

The CONSORTIUM reserves the right to utilize the Unallocated Funds as set forth in Section 7.1.1 by executing a Work Order for additional DD&I, optional Enhancements and/or M&O, authorizing such utilization via the Change Order process which governs any change to any portion of the Deliverables or Services required under this Agreement. Attached as Exhibit G is a template of the CalSAWS Work Order which will be used to authorize additional DD&I, optional Enhancements and/or M&O and which will be executed by the CONSORTIUM'S Executive Director and the CONTRACTOR'S Project Director to initiate the Change Order process as provided in this Section 8 of this Agreement.

3. Exhibit C, Financial Matters, is revised as follows:

Attached to this Change Order No. Three, and incorporated by reference, is a Revised Exhibit C, Financial Matters. This Revised Exhibit C, Financial Matters, shall replace in its entirety the current Exhibit C, Financial Matters, to the Agreement.

3. Attached to this Change Order No. Three, and incorporated by reference, is Exhibit G, Work Order template, a new Exhibit which will be added to the Agreement.

IN WITNESS WHEREOF, the Consortium has caused this Change Order No. Three to be subscribed on behalf of the Consortium and Contractor has caused this Change Order No. Three to be subscribed on its behalf by its duly authorized officer, as indicated below.

DELOITTE CONSULTING LLP

CALSAWS CONSORTIUM

Dated: _____

Dated: _____

By: _____

By: _____

Michael Sylvester, Consortium Chair

Name: _____

Title: _____

By: _____
Kronick Moskowitz Tiedemann & Girard,
Consortium Legal Counsel

By: _____
John Boule, Consortium Executive
Director