

CONTRACT NUMBER: DMS (DEL-F2) FY12-12442

AMENDED AND RESTATED CONTRACT
BETWEEN
THE DEPARTMENT OF SERVICES FOR CHILDREN, YOUTH AND THEIR FAMILIES
AND
DELOITTE CONSULTING LLP

This Amended and Restated Contract is entered into as of March 29, 2016 (the “**Effective Date**”) between the STATE OF DELAWARE, DEPARTMENT OF SERVICES FOR CHILDREN, YOUTH AND THEIR FAMILIES (the “**Department**”), and DELOITTE CONSULTING LLP (the “**Contractor**”). The Department and the Contractor are sometimes referred to herein collectively as the “**Parties**” and individually as a “**Party**”.

The following Exhibits are hereby incorporated by reference herein and this document together with such Exhibits collectively constitute the agreement between the Parties (the “**Agreement**”):

- (i) Exhibit A – Definitions,
- (ii) Exhibit B – Statement of Agreement, including any schedules specifically referenced and incorporated therein,
- (iii) Exhibit C – RASCI Mapping
- (iv) Exhibit D – High Level Project Timeline
- (v) Exhibit E – Deliverable Expectation Document
- (vi) Exhibit F – Early Termination Fee Schedule
- (vii) Exhibit G – Proposed PMO Methodologies,
- (viii) Exhibit H – DE FACTS II Software Delivery Methodology,
- (ix) Exhibit I – Product Training
- (x) Exhibit J – Core Principles

To the extent that there is any conflict between this document and any exhibit or between any of the exhibits, the Parties agree that the order of priority of the documents and the order in which they shall be controlling on the Parties is as follows: first, this Document and then the order in which they are set forth above, the highest priority beginning with Exhibit A.

The Parties agree that, as of the Effective Date, this Agreement amends, restates and supersedes in all respects the contract between the Parties that commenced on May 7, 2012 (the “**Original Agreement**”). Any and all obligations under the Original Agreement shall be waived, released and superseded by this Agreement and each Party hereby forever waives and releases the other Party from any and all claims that each may have against the other under the Original Agreement.

This Agreement constitutes the entire agreement between the parties relating to the subject matter hereof. No other understanding, oral or otherwise, regarding the subject matter of this Agreement, shall be deemed to exist or to bind any of the Parties hereto.

The period of this Agreement shall commence on the Effective Date and shall terminate upon the end of the Warranty Period, except for any obligation intended to survive termination pursuant to Exhibit B, Article XI, Section S, and unless terminated earlier or extended pursuant to the terms hereof. The period of this Agreement may be extended, pursuant to a non-binding option to renew, for up to two (2) two-year terms at the option of the Department, should the Department elect that Contractor perform maintenance and operations services of the nature contemplated in the M&O plan to be developed as part of Sprint 0

pursuant to a mutually agreed-to and executed change order adding such services to this Agreement and setting forth the terms and fees pertaining to such services.

[Signature Page Follows]

IN WITNESS THEREOF, the Parties hereto have caused this Agreement to be executed by their duly authorized officials.

FOR THE CONTRACTOR



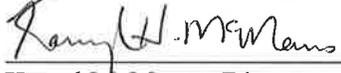
Authorized Contractor Signatory 3/30/16
Sanjay Shah, Principal Date
Deloitte Consulting, LLP

Authorized Contractor Signatory Date

FOR THE DEPARTMENT



Carla Benson-Green, Secretary 3/29/16
Department of Services for Children, Date
Youth and Their Families



Karryl McManus, Director 3/29/16
Division of Management Support Services Date