

**EIGHTH AMENDMENT TO AMENDED AND RESTATED CONTRACT  
BETWEEN  
THE DEPARTMENT OF SERVICES FOR CHILDREN, YOUTH AND THEIR  
FAMILIES  
AND  
THE CONTRACTOR DELOITTE CONSULTING LLP**

THIS EIGHTH AMENDMENT (the "Eighth Amendment"), entered into July 23, 2019, between the State of Delaware, Department of Services for Children, Youth and Their Families (the "Department"), and The CONTRACTOR Deloitte Consulting LLP (the "Contractor"), is an amendment to the Amended and Restated Contract, dated as of March 29, 2016, between the Parties (the "Agreement"). Unless otherwise specifically defined herein, each term used herein shall have the meaning ascribed to such term in the Agreement and subsequent amendments.

**WHEREAS**, the Department requires Additional Services to Develop new Assessment Types in FOCUS solution for Division of Youth Rehabilitative Services (DYRS) and integrate with a third-party vendor system;

**WHEREAS**, the Department and the Contractor have mutually agreed to update the Contract for purposes of Additional Development Services and to put in place a Statement of Work to specify the Additional Development Services.

**NOW, THEREFORE**, in consideration of the foregoing recitals and mutual covenants contained herein, the Parties hereby agree as follows:

1. Append the Contract with the included Statement of Work that includes additional terms to govern the Additional Development Services.

To the extent that there is any conflict between this EIGHTH AMENDMENT and any attachment or exhibit or between any of the foregoing, the parties agree that the order of priority of the documents and the order in which they shall be controlling on the parties is set out below as follows:

1. The text of the Eighth Amendment (including the SOW); and
2. The Exhibits that are applicable for this EIGHTH AMENDMENT (and that do not replace the Exhibits in effect for the Agreement and subsequent amendments) in order as set out below:

**Exhibit A:** User Stories for the scope of the Eighth Amendment's services;

**Exhibit B:** High Level Timeline for the scope of the Eighth Amendment's services;

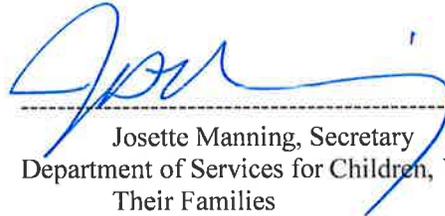
**Exhibit C:** Software List for the scope of the Eighth Amendment's services;

All other terms and conditions of the Agreement and subsequent amendments remain the same.

**IN WITNESSS THEREOF**, the parties hereto have caused this Amendment to be executed by their duly authorized officials as to the date first above written.

FOR THE CONTRACTER

FOR THE DEPARTMENT



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Authorized Contractor Signatory  
Managing Director  
Deloitte Consulting LLP

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Josette Manning, Secretary  
Department of Services for Children, Youth and  
Their Families

## Statement of Work

### For the Additional Development Services

#### **I. Section 1 Overview**

This Eighth Amendment adds Additional Development Services to incorporate new Assessment Types in FOCUS solution for Division of Youth Rehabilitative Services (DYRS) and to integrate with a third-party vendor system (Vant4gePoint). The Additional Development Services in the scope of this Eighth Amendment will be performed outside the scope of Additional Development and Support Services as set forth in the FIFTH Amendment.

The scope of this EIGHTH AMENDMENT will cover:

- Development of new functionality in FOCUS solution and Integration with Vant4gePoint (the third-party vendor system) to support Risk-Needs Screener assessment and Trauma Screener assessment for DYRS as covered in Section 2 of this document.

#### **II. Section 2 Additional Development Services for the CONTRACTOR**

The CONTRACTOR will perform the following activities between July 1, 2019 and September 16, 2019:

##### Additional Development Scope

- Develop and deploy additional functionality in FOCUS solution to allow designated DYRS users to create new Risk-Needs Screener assessments and Trauma Screener assessments in FOCUS solution.
- Integrate FOCUS solution with Vant4gePoint (the third-party vendor system) to allow designated DYRS users to access the Vant4gePoint system to be able to view and complete Risk-Needs Screener assessments.
- The scope of this development work will include:
  - Design, Development, System Testing, UAT Support and Code Promotions.
- The additional Development Services as covered above in Section 2 will be performed by additional resources over 1 sprint. “Exhibit B High-Level Timeline” provides the anatomy of this sprint and the proposed high-level schedule of the development services as covered above in Section 2. “Section IV Team Resourcing” provides the in-scope additional resources to support the additional Development Services.
- The terms of Warranty and Transition services as set forth in the FIFTH AMENDMENT will extend to the scope of the development services in this EIGHTH AMENDMENT.

In order for the CONTRACTOR to perform this scope of services, the DEPARTMENT will:

- Work with the CONTRACTOR in accordance with the high-level timeline included in Exhibit B for delivery and deployment of the new functionality as covered above under Additional Development Scope.
- Update the User Stories to include UAT scripts within the User Story Template prior to the design start date, as included in Exhibit B: High Level Timeline and execute UAT in accordance with the High-Level schedule.
- Update the User Stories for the Additional Development Scope to meet the Definition of Ready (DOR) prior to the development start date as included in Exhibit B: High Level Timeline.

### **III. Section 3 Assumptions**

The following is a list of some of the assumptions and expectations that, together with the information provided to the CONTRACTOR as of the date of this Amendment, the nature and scope of the Services, the expected Resource requirements, and other commitments from the DEPARTMENT, form the “Assumptions” for this Amendment and the basis of the CONTRACTOR pricing. A deviation from the Assumptions may cause changes to the CONTRACTOR’s schedule, fee, expenses, level of effort or otherwise impact the CONTRACTOR’s performance of the Services, and any adjustments to the Services and/or pricing for such services as a result thereof will require to go through a new amendment. Unless otherwise mentioned, the assumptions as set forth in the FIFTH AMENDMENT, where applicable, apply to the scope of services in this EIGHTH AMENDMENT.

#### **3.1 Requirements and Estimated Effort**

- The estimated effort for the scope of Additional Development Services for this EIGHTH AMENDMENT is 78 user story points which is based on the requirements in the user stories referenced in Exhibit A and uploaded in Project Tracker under Change Request CR-0800 as of 7/1/2019. These user stories are expected to undergo minor updates (not to exceed 1 user story point of aggregated level of effort) as a result of the detailed design and clarification sessions between the DEPARTMENT and the CONTRACTOR to meet the Definition of Ready (DoR).
- Increase from the initial scope of the requirements that may cause a change or any adjustments to the Services, that includes but is not limited to change in level of effort and/or pricing (including any updates to user stories that require more than 1 user story point of aggregated level of effort), may require a new amendment for such changes. All changes will require mutual agreement as to the updated schedule for services.
- Given the fixed team deployed by the CONTRACTOR, should any scope be removed, there will be no adjustment done to the estimated user story points. Where the user story points increase by more than one (1) user story point, an amendment will be used to add funding to the contract to pay the story point rate as set out in Section VI.

- Any delays by the DEPARTMENT in performing its responsibilities, including but not limited to delay associated with this Section 3.1 above (e.g., timely agreement on changes, updated schedules, ARB Review and Approval of proposed approach etc.) and activities included in Exhibit B (High-level Timeline) could delay the completion date of the services in this EIGHTH AMENDMENT.
- The DEPARTMENT is responsible for the contractual relationship with third parties and for ensuring that they cooperate with The CONTRACTOR in a timely manner in accordance with Exhibit B (High-level Timeline). The CONTRACTOR will have no responsibility for the performance of other contractors or vendors engaged by the DEPARTMENT, or delays caused by them, in connection with the scope of services in this EIGHTH AMENDMENT.
- The high-level timelines as included in Exhibit B must be met by the CONTRACTOR, DEPARTMENT and other contractors or vendors to avoid a delay that could impact availability of federal funding for the scope of development services for this EIGHTH Amendment.

### **3.2 Solution**

- If the DEPARTMENT desires a Salesforce expert services review, the DEPARTMENT will contract separately with Salesforce for the expert services review. The CONTRACTOR will support the expert services review by working with Salesforce.

### **3.3 Testing**

- The CONTRACTOR will conduct code promotion from development sandboxes to Production environment during final cut-over for configuration related items.
- The CONTRACTOR will conduct Unit, System, and Integration testing for functions developed and / or modified by the CONTRACTOR and Regression and workflow testing on related portions of FOCUS and the new functionality. The CONTRACTOR will provide the DEPARTMENT, in Tracker, with Test scripts and results from each test.
- The DEPARTMENT will create separate UAT test cases to be executed during the UAT phase. It is expected that these cases will be added to the user story template at the time of user story creation.

### **3.4 Licensing**

- The DEPARTMENT will continue to provide licenses and support for all the required software listed in the FIFTH AMENDMENT throughout the duration of the Agreement and this EIGHTH Amendment.
- DTI ARB will provide approval as soon as reasonably possible so as not to impact the release schedule and no later than 21 calendar days from the handover of the Technical Architecture document to MIS Team by the CONTRACTOR for submission to DTI for ARB review unless a longer period is mutually agreed to by the parties.

### **3.5 Technology/Infrastructure**

- The DEPARTMENT will manage the contracts with third parties to support integration with external sites or vendor systems
- Integration with external systems will be dependent on the capability of external systems. External systems should allow Application Programming Interface (API) access or have a structured manner to call the external web sites

### **3.6 Change Management and Ongoing Training**

- The DEPARTMENT will provide subject matter specialists, super users, and trainers as required to complete updates to the materials for existing and new functionality, for courseware reviews, and to identify specific exercise scenarios, support data identification and prepare the training system,
- The DEPARTMENT will deliver any additional end user training and will provide timely identification and onboarding of resources who will serve as trainers,
- The DEPARTMENT will administer all additional training logistics and related compliance activities, inclusive of enrollment/registration, attendance training, and reporting,
- The DEPARTMENT will reproduce and distribute communication materials and courseware components as required,
- The DEPARTMENT will provide all necessary training facilities and equipment, including training rooms, hardware, network access, audio-visual equipment, and classroom supplies in accordance with the associated and agreed timelines and milestones

### **3.7 Project Management**

- The DEPARTMENT Project Management will have the overall responsibility and authority for driving all decisions, reviewing and approving all deliverables, facilitating discussion and communication among the Parties as needed, and securing any required DEPARTMENT or third-party resources as it pertains to the scope of Services covered in Section 2 above,
- The CONTRACTOR is not responsible for delays or additional scope that results from other initiatives the DEPARTMENT may have in progress,
- Management of activities in the scope of services, as covered in Section 2 above, will be shared responsibility between the DEPARTMENT and the CONTRACTOR,
- The DEPARTMENT shall obtain all consents necessary from third parties required for the CONTRACTOR to perform its obligations hereunder,
- The DEPARTMENT will be responsible for DEPARTMENT resources, ensuring attendance and participation as deemed needed for the scope of services covered in Section 2,
- The DEPARTMENT and the CONTRACTOR will finalize the schedule for the activities involved in the scope of services as covered in Section 2, inclusive of meetings, draft Deliverable target dates, review cycles, and sign-off milestones in advance of the beginning the activities for the scope of services covered in Section 2 and no later than the end of "Review and Approval of Technical Architecture by DTI

ARB” as set forth in Exhibit B: High Level Timeline for the scope of the Eighth Amendment.

### **3.8 The DEPARTMENT Staff**

- The DEPARTMENT will confirm subject matter specialists and super users are available when needed to attend meetings and workshops,
- The DEPARTMENT is responsible for delays or additional costs associated with the delayed approvals, unavailability of required DEPARTMENT resources and for ensuring performance of its third parties,
- The Executive Product Owner and the Division Product Owners, as applicable, will help define/change features, negotiate work with the team, and have the authority to make decisions.

### **3.9 The CONTRACTOR Personnel**

- There will be additional resources added to the existing contract, as included in “IV Section 4 Team Resourcing”, to provide the in-scope Additional Development services per the mutually agreed upon schedule. The additional resources shall comprise of 1 Offshore Developer and 1 Offshore Tester. The additional resources will be supported by the onsite Deloitte team as required.
- The CONTRACTOR staff, including offshore resources, will be provided appropriate access to all environments in order to conduct deployment activities and support UAT testing by the DEPARTMENT.

## **IV. Section 4 Team Resourcing**

The development services in the scope of this EIGHTH AMENDMENT will be performed over one sprint as provided in Exhibit B High-Level Timeline by additional resources as provided below:

- 1 Full-time Offshore Developer
- 1 Full-time Offshore Tester

## **V. Section 5 Service Level Agreements (SLA)**

SLAs for development services as set forth in the FIFTH AMENDMENT will apply to the scope of the Additional Development Services as covered in this EIGHTH AMEDMENT.

**VI. Section 6 Pricing**

The CONTRACTOR fixed fee to provide the in-scope Additional Development Services as specified herein is set out below:

| Scope of Services               | Story Point Value | Rate per Story Point | Pricing  |
|---------------------------------|-------------------|----------------------|----------|
| Additional Development Services | 78                | \$685                | \$53,430 |
| TOTAL:                          |                   |                      | \$53,430 |

- The Additional Development Services will be invoiced to the Department at the end of the Sprint upon acceptance of the user stories and deployment to production as outlined in Exhibit B: High Level Timeline.

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## **Exhibits**

The Updated Agreement Exhibits for purposes of the EIGHTH AMENDMENT are detailed below and set out in their order of precedence as follows:

**Exhibit A:** User Stories for the scope of the Eighth Amendment's services;

**Exhibit B:** High Level Timeline for the scope of the Eighth Amendment's services;

**Exhibit C:** Software List for the scope of the Eighth Amendment's services;

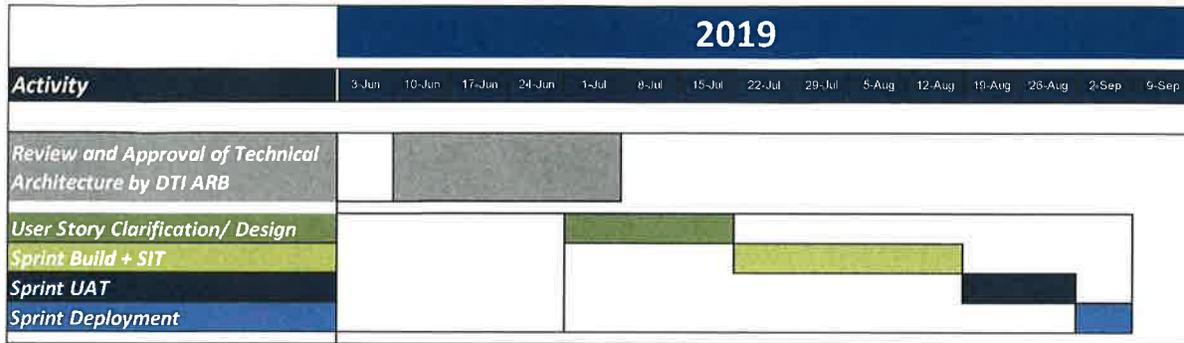
**Exhibit A – User Stories**

The below user stories, uploaded on the respective Change Request(s) in Tracker, provide the requirements for the Additional Development Services and integration with the third-party vendor system (Vant4gePoint).

| Change Request | Change Request Title            | User Story Title  | Upload Date in Tracker |
|----------------|---------------------------------|---|------------------------|
| CR-0800        | Risk-Needs Screener Integration | <ol style="list-style-type: none"> <li>1. DYRS Diversion Provider Business Actor</li> <li>2. DYRS Court Order</li> <li>3. MPACT/Risk-Needs Screener Data Storage</li> <li>4. Add Screener Object in DYRS Cases</li> <li>5. Call Validate Token</li> <li>6. Call User Profile Information</li> <li>7. Call Subject Information</li> <li>8. Call Sentence Information</li> <li>9. Call Offense Information</li> <li>10. Return Risk-Needs Screener Results from Vant4gePoint</li> </ol> | 7/1/2019               |

### Exhibit B – High Level Timeline

The Additional Development Services in the scope of this EIGHTH AMENDMENT will be delivered over 1 Sprint of 6 weeks with User Story Clarification starting July 1, 2019 as pre-Sprint work and Sprint Build starting July 22, 2019 as provided in the High-Level Timeline below.



### Exhibit C: Software List

The Department will continue to provide licenses and support for all the required software listed below throughout the duration of the contract.

| Product Name   | Vendor Name                         |
|--|-------------------------------------|
| <b>Windows</b>   | Microsoft                           |
| <b>MS Office</b>   | Microsoft                           |
| <b>Salesforce Platform Licenses for developers and users</b>             | Salesforce                          |
| <b>Salesforce Platform Licenses for Tracker</b>                          | Salesforce                          |
| <b>Salesforce Event Monitoring (for Audit purpose)</b>                   | Salesforce                          |
| <b>Salesforce Einstein (Analytics &amp; Reporting)</b>                   | Salesforce                          |
| <b>Salesforce Community (for Portal)</b>                                 | Salesforce                          |
| <b>CopyStorm Copy</b>  | CapStorm                            |
| <b>CopyStorm Restore</b>   | CapStorm                            |
| <b>Eclipse<sup>1</sup></b>   | Eclipse Foundation (Public License) |
| <b>GitHub – Cloud Hosting User License</b>                               | GitHub, Inc.                        |
| <b>Jenkins<sup>1</sup> (w/ Amazon EC2 Hosting)<sup>2</sup></b>           | MIT (General Public License)        |
| <b>Notepad++<sup>1</sup></b>   | GNU (General Public License)        |
| <b>Anypoint Studio 3.8.5</b>   | MuleSoft                            |
| <b>Cloudhub – (2 PROD, 4 non-PROD CPU Core)</b>                          | MuleSoft                            |
| <b>SOAP UI<sup>1</sup> (EUPL – SOAP UI Open Source)</b>                  | Smartbear Software (Open Source)    |
| <b>WinSCP<sup>1</sup></b>  | GNU (General Public License)        |
| <b>Putty<sup>1</sup> (Open Source)</b>                                   | MIT License (Open Source)           |
| <b>Talend Open Studio for Data Integration version 6.2.1<sup>1</sup></b> | Talend (Open Source)                |
| <b>PLSQL Developer 12</b>  | Oracle                              |
| <b>Oracle DB 11g</b>   | Oracle                              |
| <b>Adobe Reader</b>  | Adobe                               |
| <b>Chrome</b>  | Google Inc. (Freeware)              |
| <b>JAWS</b>  | Freedom Scientific                  |
| <b>Smarty Street (Address Verification Service)</b>                      | SmartySteets                        |
| <b>Selenium<sup>1</sup></b>  | Apache License 2.0 (Freeware)       |
| <b>SOLR</b>  | Apache License 2.0 (Freeware)       |
| <b>Apache Ant<sup>1</sup></b>  | Apache License 2.0 (Freeware)       |

<sup>1</sup>Freeware, no license cost involved.

<sup>2</sup>Amazon EC2 subscription is required.