AGREEMENT

**BY AND BETWEEN**

**CALIFORNIA AUTOMATED CONSORTIUM ELIGIBILITY SYSTEM**

# AND

**ACCENTURE LLP**

 **FOR A**

**LEADER REPLACEMENT SYSTEM**

**Amendment Number Nine**

AGREEMENT ENTERED INTO BY AND BETWEEN THE CALIFORNIA AUTOMATED CONSORTIUM ELIGIBILITY SYSTEM ("CONSORTIUM"), A CALIFORNIA JOINT POWERS AUTHORITY, AND ACCENTURE LLP ("CONTRACTOR") FOR PROVISION OF THE LEADER REPLACEMENT SYSTEM ("LRS").

This Amendment Number Nine, is effective as of May \_\_, 2018 (the “Effective Date”), and amends the Agreement (“Agreement”) for the Leader Replacement System (“LRS”).

 **RECITALS**

 WHEREAS, the County of Los Angeles (“COUNTY”) executed the Agreement with CONTRACTOR on November 7, 2012 for the development, implementation, operation and maintenance of the LRS.

WHEREAS, COUNTY and the 39 counties composing the former California Statewide Automated Welfare System Consortium IV (“C-IV Consortium”) joined together as of September 1, 2017, in the CONSORTIUM, in compliance with California Assembly Bill ABXI 16 (2011), resulting in a consortium composed of the 40 counties.

WHEREAS, the CONSORTIUM Executive Director or his designee is hereby designated as the approver and point of contact for (a) any and all items/matters requiring CONSORTIUM approval, (b) required notices, and (c) invoices, in every instance under the Agreement that previously referenced the COUNTY Project Executive and/or COUNTY Project Director. The CONSORTIUM Executive Director will notify CONTRACTOR of his authorized designee(s) for specific roles and responsibilities from time to time, as needed.

WHEREAS, the CONSORTIUM has allotted premise funding that can be used towards funding additional hours for the R&A Change Budget for the automation of the Diaper Assistance.

WHEREAS, the CONSORTIUM has allotted premise funding that can be used towards funding additional hours for the R&A Change Budget for the Maintenance and Operations for Statewide Automated Welfare System (SAWS)/California Healthcare Eligibility, Enrollment and Retention System (CalHEERS) interface.

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

1. The CONSORTIUM Executive Director or his designee, is hereby designated as the approver and point of contact for (a) any and all items/matters requiring CONSORTIUM approval, (b) required notices, and (c) invoices, in every instance under the Agreement that previously referenced the COUNTY Project Executive and/or COUNTY Project Director. The CONSORTIUM Executive Director will notify CONTRACTOR of authorized Executive Director designee(s) for specific roles and responsibilities from time to time, as needed.
2. Subparagraph 8.1.2 (Total Maximum Contract Sum During Initial Term) of Subparagraph 8.1 (Total Maximum Contract Sum) of Paragraph 8 (Contract Sum) of the Base Agreement is deleted in its entirety and replaced as follows:

**“8.1.2 Total Maximum Contract Sum During Initial Term**

The Total Maximum Contract Sum [CONTRACTOR’s total consideration for all Work hereunder, excluding postage charges as defined in Subparagraph 8.3 (Postage Charges), and including all applicable taxes and transportation charges, as determined by aggregating the Maximum Contract Sums specified in Subparagraphs 8.2.1. (Deliverables), 8.2.2.1, and 8.2.3.1 and 8.2.4 (Regulatory & Administrative Change Budget Services), and 8.2.5 (County Purchases)] for this Agreement during the Initial Term, shall not exceed Six Hundred and Thirty Three Million, Two Hundred and Ninety One Thousand, Nine Hundred and Eight Dollars ($633,291,908). The Total Maximum Contract Sum shall not be increased for any costs or expenses whatsoever of CONTRACTOR, except pursuant to an Amendment to this Agreement as set forth in Subparagraph 5.2.2.”

1. Subparagraph 8.2.4 (Regulatory & Administrative Budget Services) to Subparagraph 8.2 (Maximum Contract Sum) of Paragraph 8 (Contract Sum) of the Base Agreement is deleted in its entirety and replaced as follows:

**“8.2.2 Regulatory & Administrative Change Budget Services**

The Maximum Contract Sum for Regulatory & Administrative Change Budget Services [CONTRACTOR’s total consideration for all Work hereunder, including all applicable taxes and transportation charges for Regulatory & Administrative Change Budget Services] for this Agreement during the Initial Term, shall not exceed Fifty Four Million, Forty Three Thousand, Six Hundred and Fifteen Dollars ($54,043,615) as applicable, in Schedule D (Regulatory & Administrative Change Budget Services) of Exhibit C (Schedule of Payments).”

1. Schedule D (Regulatory & Administrative Change Budget Services) of Exhibit C (Schedule of Payments) is deleted in its entirety and replaced as follows:

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| --- | --- |
| **Schedule D** |  |
| **Regulatory & Administrative Change Budget Services** |  |
| **Description** | **Maximum Total Price (USD)** |
| Application Software Changes and Related Services (Amendment One) | $15,265,804.00  |
| Premise Funding for Senate Bill 1341: Medi-Cal Statewide Automated Welfare System (Amendment Two) | $9,442,336.00  |
| CalFresh Reporting Simplification: Eliminate Change Reporting (Amendment Two) | $350,000.00  |
| Premise Funding for SAWS/CalHEERS Interface Development (Amendment Three) | $5,544,000.00  |
| Premise Funding for Approved Relative Caregivers (ARC) Program (Amendment Three) | $1,650,000.00  |
| Premise Funding for Horizontal Integration (Amendment Three) | $82,500.00  |
| Regulatory and Administrative Changes (Amendment Four) | $3,000,000.00  |
| Premise Funding for ABAWD Automation (Amendment Four) | $1,019,700.00  |
| Premise Funding for SAWS/CalHEERS Interface Development (Amendment Five) | $5,544,000.00  |
| Premise Funding for Maximum Family Grant (MFG) Repeal (Amendment Five) | $206,250.00  |
| Premise Funding for Homeless Assistance Program (Amendment Five) | $181,500.00  |
| Premise Funding for Continuum of Care Reform (Amendment Five) | $2,108,170.00  |
| Premise Funding for Inter-County Transfer SB 1339 (Amendment Five) | $500,000.00  |
| Premise Funding for Consumer Credit Report Automation SB 1232 (Amendment Five) | $13,695.00  |
| Premise Funding for Overpayments - CalWORKS Reporting AB 2062 (Amendment Five) | $216,975.00  |
| Premise Funding for Improving Participation for the Elderly and Disabled (IPED) Program (Amendment Five) | $49,500.00  |
| Premise Funding for Electronic Benefit Transfer (EBT) Project - Los Angeles County (Amendment Five) | $116,420.00  |
| Premise Funding for Electronic Benefit Transfer (EBT) Project LRS Consortium (Amendment Five) | $270,600.00  |
| Application Software Changes and Related Services (Amendment Six) | $1,999,956.00 |
| Video Conferencing (Amendment Seven) | $652,174.00 |
| CalWIN User Lab Technical Support (Amendment Eight) | $135,024.00 |
| Diaper Assistance (Amendment Nine) | $247,950.00 |
| CalHEERS Interface SFY 18/19 (Amendment Nine) | $5,447,061.00 |
| **Maximum Contract Sum for R&A Change Budget Services** | **$54,043,615.00**  |

The scope of Work, CONTRACTOR and CONSORTIUM responsibilities, estimated resources, hours, assumptions, constraints, and schedule for the above will be approved by the CONSORTIUM Executive Director. Such Regulatory & Administrative Change Budget Services will be invoiced and paid in accordance with the Agreement, including as set forth in Subparagraph 9.2 (Invoices and Payment for Regulatory & Administrative Change Budget Services) of the Base Agreement.

**AMENDMENT NUMBER NINE**

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

**ACCENTURE, LLP** **CALIFORNIA AUTOMATED**

 **CONSORTIUM ELIGIBILITY SYSTEM**

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

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

 Scott Pettygrove, Consortium Chair

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

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

 Phebe W. Chu, Consortium Legal Counsel

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

 John Boule, Consortium Executive Director