

**AMENDED RESTATED AND REVISED LEADER REPLACEMENT SYSTEM
AGREEMENT
BY AND BETWEEN
CALSAWS CONSORTIUM
AND
ACCENTURE LLP**

Amendment Number Twenty-Three

AMENDED RESTATED AND REVISED LEADER REPLACEMENT SYSTEM AGREEMENT (“AGREEMENT”) ENTERED INTO BY AND BETWEEN THE CALSAWS CONSORTIUM (“CONSORTIUM”), A CALIFORNIA JOINT POWERS AUTHORITY, AND ACCENTURE LLP (“CONTRACTOR”) FOR PROVISION OF THE CALIFORNIA STATEWIDE AUTOMATED WELFARE SYSTEM (“CalSAWS”).

This Amendment Number Twenty-Three is effective as of November 6, 2020 (the “Effective Date”) and amends the Agreement.

RECITALS

WHEREAS, the CONSORTIUM has allotted funding that can be used towards funding additional hours for the Regulatory & Administrative Change Budget Services the allocation of which is subject to further Consortium approval; and

WHEREAS, the CONSORTIUM has allotted funding that can be used towards funding additional County Purchases, the allocation of which is subject to further Consortium approval; and

WHEREAS, the CONSORTIUM has allotted additional hours for Application Software Modifications and/or Enhancements Services (M&E Services) for Contract Year 8; and

WHEREAS, the Exhibit AB (Statement of Work for the CalSAWS Customer Service Center Functional Design Project) has been revised to incorporate the scope, effort, and pricing for State Fiscal Year 2020/21.

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

1. 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 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, 8.2.3.1 and 8.2.4 (Regulatory & Administrative Change Budget Services), and 8.2.5 (County Purchases), 8.2.6 (Cloud Enablement Proof of Concept Project), and 8.2.7 (CalSAWS Design, Development and Implementation), and 8.2.8 (CalSAWS Cloud Enablement Bridge Project), and 8.2.9 (CalSAWS Cloud Enablement Project), and 8.2.10 (CalSAWS Innovation Lab), and 8.2.11 (CalSAWS Interim Maintenance and Operations), and 8.2.12 (CalSAWS Maintenance and Operations; CalSAWS M&O), and 8.2.13 (CalSAWS Imaging Project), and 8.2.14 (CalSAWS Analytics Cloud Enablement Project), and 8.2.15 (CalSAWS Customer Service Center Functional Design Project) for this Agreement during the Initial Term, shall not exceed One Billion One Hundred Twenty-Five Million Fifty-Six Thousand Four Hundred Twenty-One Dollars (\$1,125,056,421). 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.”

2. Subparagraph 8.2.1 (Deliverables) of Subparagraph 8.2 (Maximum Contract Sums) of Paragraph 8 (Contract Sum) is hereby deleted in its entirety and replaced as follows:

“8.2.1 Deliverables.

The Maximum Contract Sum for Deliverables [CONTRACTOR’s total consideration for all Work hereunder, including all applicable taxes and transportation charges, for all Deliverables to be provided under Tasks 1 (Project Administration) through Task 15 (Phase 3 (Operational Phase)) of Exhibit A (Statement of Work)] for this Agreement, shall not exceed One Hundred Million, Two Hundred Nineteen Thousand, Four Hundred Eighty-One Dollars (\$100,219,481).”

3. Subparagraph 8.2.3.1 of Subparagraph 8.2.3 (Application Software Modifications and/or Enhancements During Phase 2 (Performance Verification Phase) and Phase 3 (Operational Phase)) of Subparagraph 8.2 (Maximum Contract Sums) of Paragraph 8 (Contract Sum) is hereby deleted in its entirety and replaced as follows:

“8.2.3.1 The Maximum Contract Sum for Application Software Modifications and/or Enhancements [CONTRACTOR’s total consideration for all Work hereunder, including all applicable taxes and transportation charges, for Application Software Modifications and/or Enhancements as required hereunder for this Agreement during

Phase 2 (Performance Verification Phase) and Phase 3 (Operational Phase)], shall not exceed Fifty-Five Million Nine Hundred Eleven Thousand Three Hundred Seventy-Nine Dollars (\$55,911,379).”

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

“8.2.4 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 One Hundred Thirty-Two Million Four Hundred Eighty-Three Thousand Four Hundred Eight Dollars (\$132,483,408). Said Maximum Contract Sum for Regulatory & Administrative Change Budget Services, is the sum of the Eighty-Two Million Four Hundred Eighty-Three Thousand Four Hundred Eight Dollars (\$82,483,408) in approved scope of work funds (Schedule D (Regulatory & Administrative Change Budget Services) of Exhibit C (Schedule of Payments)) and Fifty Million Dollars (\$50,000,000) in approved funds for future work to be allocated via the System Change Request process approved by the Consortium Executive Director and CONTRACTOR’s Project Director or their respective designees.”

5. Subparagraph 8.2.5 (County Purchases) of Subparagraph 8.2 (Maximum Contract Sum) of Paragraph 8 (Contract Sum) of the Agreement is deleted in its entirety and replaced as follows:

“8.2.5 COUNTY Purchases and Orders for Services for Consortium Members

The Maximum Contract Sum for LA COUNTY Purchases and Orders for Services for Consortium Members [CONTRACTOR’s total consideration for all Work hereunder, including all applicable taxes and transportation charges for LA COUNTY Purchases and Orders for Services for Consortium Members] for this Agreement during the Initial Term, shall not exceed Twenty-Two Million Ninety-Nine Thousand Eight Hundred Thirty-Two Dollars (\$22,099,832). Said Maximum Contract Sum for LA COUNTY Purchases is the sum of the Two Million Ninety-Nine Thousand Eight Hundred Thirty-Two Dollars (\$2,099,832) in Schedule E (County Purchases) of Exhibit C (Schedule of Payments) and Twenty Million Dollars (\$20,000,000) in approved funds for future scope of work, subject to authorization by the CalSAWS Consortium pursuant to Section 5 of the Agreement.”

6. Subparagraph 8.2.15 (CalSAWS Customer Service Center Functional Design Project) to Subparagraph 8.2 (Maximum Contract Sums) of Paragraph 8 (Contract Sum) of the Agreement is hereby deleted in its entirety and replaced as follows:

“8.2.15 CalSAWS Customer Service Center Functional Design Project

The Maximum Contract Sum for the CalSAWS Customer Service Center Functional Design Project [CONTRACTOR’s total consideration for all Work hereunder, including all applicable taxes and transportation charges for the CalSAWS Customer Service Center Functional Design Project] for this Agreement during the Initial Term, shall not exceed \$696,992 as applicable, in Schedule 1 of Exhibit AB (Statement of Work for CalSAWS Customer Service Center Functional Design Project).”

7. Schedule C (Application Software Modifications and/or Enhancements Prices During Phase 2 (Performance Verification Phase) and Phase 3 (Operational Phase)) of Exhibit C (Schedule of Payments) is deleted in its entirety and replaced by the attached Schedule C (Application Software Modifications and/or Enhancements Prices During Phase 2 (Performance Verification Phase) and Phase 3 (Operational Phase)) which is hereby incorporated into the Agreement.

[Intentionally left blank. Schedule C is on the following page]

Schedule C	
Application Software Modifications and/or Enhancements Prices During Phase 2 (Performance Verification Phase) and Phase 3 (Operational Phase)	
Application Software Modifications and/or Enhancements	Fixed Hourly Rate Price
<i>I. Phase 2 (Performance Verification Phase)</i>	
Application Software Modifications and/or Enhancements Fixed Hourly Rate Price <i>(Maximum Contract Sum based on 96,000 hours for Contract Year 5)</i>	
Contract Year 5 (first six (6) months)	\$113
<i>II. Phase 3 (Operational Phase)</i>	
Application Software Modifications and/or Enhancements Fixed Hourly Rate Price	
Contract Year 5 (second six (6) months)	\$113
Contract Year 6 <i>(Maximum Contract Sum based on 96,000 hours for Contract Year 6)</i>	\$113
Contract Year 7 <i>(Maximum Contract Sum based on 96,000 hours for Contract Year 7)</i>	\$114
Contract Year 8 <i>(Maximum Contract Sum based on 107,000 hours for Contract Year 8)</i>	\$117
Contract Year 9 (first eleven (11) months) <i>(Maximum Contract Sum based on 88,000 hours for Contract Year 9)</i>	\$121
Contract Year 9 (last one (1) month)	\$0
Contract Year 10	\$0
Contract Year 11	\$0
Maximum Contract Sum for Application Software Modifications and/or Enhancements	\$55,911,379

8. Schedule C (Application Software Modifications and/or Enhancements Prices During Phase 2 (Performance Verification Phase) and Phase 3 (Operational Phase)) of Schedule 3 (Schedule of Payments) to Exhibit X is deleted in its entirety and replaced by the attached Schedule C (Application Software Modifications and/or Enhancements Prices During Phase 2 (Performance Verification Phase) and Phase 3 (Operational Phase)) which is hereby incorporated into the Agreement.

[Intentionally left blank. Schedule C is on the following page]

Schedule C	
Application Software Modifications and/or Enhancements Prices During Phase 2 (Performance Verification Phase) and Phase 3 (Operational Phase)	
Application Software Modifications and/or Enhancements	Fixed Hourly Rate Price
<i>I. Phase 2 (Performance Verification Phase)</i>	
Application Software Modifications and/or Enhancements Fixed Hourly Rate Price <i>(Maximum Contract Sum based on 96,000 hours for Contract Year 5)</i>	
Contract Year 5 (first six (6) months)	\$113
<i>II. Phase 3 (Operational Phase)</i>	
Application Software Modifications and/or Enhancements Fixed Hourly Rate Price	
Contract Year 5 (second six (6) months)	\$113
Contract Year 6 <i>(Maximum Contract Sum based on 96,000 hours for Contract Year 6)</i>	\$113
Contract Year 7 <i>(Maximum Contract Sum based on 96,000 hours for Contract Year 7)</i>	\$114
Contract Year 8 <i>(Maximum Contract Sum based on 107,000 hours for Contract Year 8)</i>	\$117
Contract Year 9 (first eleven (11) months) <i>(Maximum Contract Sum based on 88,000 hours for Contract Year 9)</i>	\$121
Contract Year 9 (last one (1) month)	\$0
Contract Year 10	\$0
Contract Year 11	\$0
Maximum Contract Sum for Application Software Modifications and/or Enhancements	\$55,911,379

9. Schedule D (Regulatory & Administrative Change Budget Services) of Schedule 3 (Schedule of Payments) to Exhibit X (CalSAWS Maintenance and Operations (“M&O”) Extension) is deleted in its entirety and replaced by the attached Schedule D (Regulatory & Administrative Change Budget Services) which is hereby incorporated into the Agreement.

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
Premise Funding for Improving Participation for the Elderly and Disabled (IPED) Program (Amendment Eleven)	\$465,102.00
Premise Funding for Child Support Program SB 380 (Amendment Eleven)	\$936,990.00

Schedule D	
Regulatory & Administrative Change Budget Services	
Description	Maximum Total Price (USD)
Premise Funding for AB 1811 – SSI Cash Out (Amendment Twelve)	\$3,913,260.00
Premise Funding for CalHEERS Interface SFY 19/20 (Amendment Fourteen)	\$5,298,372.00
Premise Funding for SB 1341 Maintenance SFY 19/20 (Amendment Fourteen)	\$1,733,076.00
Premise Funding for ABAWD Phase 2 (Amendment Fourteen)	\$550,224.00
Premise Funding for Disaster CalFresh Automation (Amendment Sixteen)	\$1,779,150.00
Premise Funding for the OCAT (Amendment Seventeen)	\$1,397,741.00
Premise Funding for Home Visiting Program (Amendment Eighteen)	\$659,634.00
Premise Funding for Cal-OAR (Amendment Eighteen)	\$1,185,636.00
Premise Funding for Medi-Cal Full Scope Expansion (Amendment Eighteen)	\$358,788.00
Premise Funding for ABAWD Phase 3 (Amendment Twenty)	\$3,282,576.00
Premise Funding for FCED (Amendment Twenty)	\$6,879,244.00
Maximum Contract Sum for R&A Change Budget Services	\$82,483,408.00

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 9.12 (Invoices and Payment for Regulatory & Administrative Change Budget Services) of the Base Agreement.

10. Item C of Section VI (M&O/M&E Assumptions) of Exhibit G (Estimates, Quantities, and Assumptions) is hereby deleted in its entirety and replaced as follows:

“M&E Services will be a maximum of 96,000 hours per year, with the exception of Contract Year 8 which will have a maximum of 107,000 hours.”

11. Attached as Attachment 1 to this Amendment Number Twenty-Three and incorporated into the Agreement by this reference is Exhibit AB (Statement of Work for CalSAWS Customer Service Center Functional Design Project), which includes Schedule 1 (Pricing Schedule) and Schedule 2 (Contractor Assumptions).

12. Schedule M (CalSAWS Customer Service Center Functional Design Project) of Exhibit C (Schedule of Payments) is hereby deleted in its entirety and replaced as follows:

Schedule M	
CalSAWS Customer Service Center Functional Design Project	
Description	Maximum Total Price (USD)
CalSAWS Customer Service Center Functional Design Project (Amendments Twenty-Two, Twenty-Three)	\$696,992.00
Maximum Contract Sum for CalSAWS Customer Service Center Functional Design Project	\$696,992.00

13. Schedule M (CalSAWS Customer Service Center Functional Design Project) of Schedule 3 (Schedule of Payments) to Exhibit X (CalSAWS Maintenance and Operations (“M&O”) Extension) is hereby deleted in its entirety and replaced as follows:

Schedule M	
CalSAWS Customer Service Center Functional Design Project	
Description	Maximum Total Price (USD)
CalSAWS Customer Service Center Functional Design Project (Amendments Twenty-Two, Twenty-Three)	\$696,992.00
Maximum Contract Sum for CalSAWS Customer Service Center Functional Design Project	\$696,992.00

14. Except as specifically provided in this Amendment, all other terms and conditions of the Agreement are unchanged and remain in full force and effect. This Amendment is the complete and exclusive statement of the agreement between the parties relating to the subject matter of this Amendment and supersedes all proposals, letters of intent, or prior agreements, oral or written, and all other communications and representations between the parties relating to the subject matter of this Amendment.

AMENDMENT NUMBER TWENTY-THREE

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

ACCENTURE, LLP

Dated: _____

By: _____

Name: Seth Richman_____

Title: _Managing Director_____

CALSAWS CONSORTIUM

Dated: _____

By: _____
Michael Sylvester, Consortium Chair

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

By: _____
John Boule, Consortium Executive
Director