

CONSORTIUM REVIEWED BY: _____

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

Change Notice Number Seven

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 THE PROVISION OF THE CALIFORNIA STATEWIDE AUTOMATED WELFARE SYSTEM (“CALSAWS”).

Pursuant to Subparagraph 5.2.1 of Subparagraph 5.2 (Required Approvals) of Paragraph 5 (Change Notices and Amendments) in the Agreement, Consortium and Accenture agree to modify the Agreement to include changes that do not materially affect the scope of work, term, payments, or any term or condition of the Agreement except as provided in this Change Notice Number Seven. Consortium and Accenture hereby agree to the following modifications to the Agreement:

1. Paragraph 3.6 Background and Security Investigation of the Base Agreement is deleted in its entirety and replaced as follows:

“3.6 BACKGROUND AND SECURITY INVESTIGATION:

3.6.1 Due to the confidential nature of the information and materials which will be accessible to Contractor, Contractor shall conduct a background check in accordance with CONTRACTOR’S policies and procedures on all CONTRACTOR staff, including Subcontractor staff, performing Work under this Agreement. The fees associated with obtaining the background information shall be at the expense of CONTRACTOR, regardless if CONTRACTOR staff passes or fails the background clearance investigation.

3.6.2 Each member of CONTRACTOR staff, including Subcontractor staff, performing Work shall complete and sign Exhibit K (CONTRACTOR and Subcontractor Staff Criminal Conviction Information Notice and Certification) following receipt of a conditional offer of employment but prior to beginning Work.

3.6.3 CONTRACTOR shall notify CONSORTIUM immediately of any felony conviction, or misdemeanor conviction involving moral turpitude, of any member of

CONTRACTOR staff, including Subcontractor staff. CONTRACTOR will consider (i) the nature and gravity of the offense or conduct; (ii) the time that has passed since the offense or conduct and completion of the sentence; and (iii) the nature of the job held or sought in determining whether the affected employee can work, or continue to work, on the Project. CONTRACTOR will provide CONSORTIUM with its assessment of the suitability of the affected employee for work or continued work on the Project in light of the aforementioned factors. Pursuant to the terms of this Agreement, CONSORTIUM reserves the final determination of the suitability of any proposed CONTRACTOR or Subcontractor staff for work on the Project.

3.6.4 CONSORTIUM may immediately, at the sole discretion of the CONSORTIUM Executive Director, deny or terminate facility access to CONTRACTOR staff, including Subcontractor staff whose background or conduct is incompatible with CONSORTIUM facility access.

3.6.5 Disqualification, if any, of CONTRACTOR staff, including Subcontractor staff, pursuant to this Subparagraph 3.6, shall not relieve CONTRACTOR of its obligation to complete all Work in accordance with this Agreement.”

2. Paragraph 3.5 Background and Security Investigation of Exhibit X CalSAWS M&O Extension is deleted in its entirety and replaced as follows:

“3.5 BACKGROUND AND SECURITY INVESTIGATION:

3.5.1 Due to the confidential nature of the information and materials which will be accessible to Contractor, Contractor shall conduct a background check in accordance with CONTRACTOR’S policies and procedures on all CONTRACTOR staff, including Subcontractor staff, performing Work under this Agreement. The fees associated with obtaining the background information shall be at the expense of CONTRACTOR, regardless if CONTRACTOR staff passes or fails the background clearance investigation.

3.5.2 Each member of CONTRACTOR staff, including Subcontractor staff, performing Work shall complete and sign Exhibit K (CONTRACTOR and Subcontractor Staff Criminal Conviction Information Notice and Certification) following receipt of a conditional offer of employment but prior to beginning Work.

3.5.3 CONTRACTOR shall notify CONSORTIUM immediately of any felony conviction, or misdemeanor conviction involving moral turpitude, of any member of CONTRACTOR staff, including Subcontractor staff. CONTRACTOR will consider (i) the nature and gravity of the offense or conduct; (ii) the time that has passed since the offense or conduct and completion of the sentence; and (iii) the nature of the job held or sought in determining whether the affected employee can work, or continue to work, on the Project. CONTRACTOR will provide CONSORTIUM with its assessment of the suitability of the affected employee for work or continued work on the Project in light of the aforementioned factors. Pursuant to the terms of this Agreement, CONSORTIUM

reserves the final determination of the suitability of any proposed CONTRACTOR or Subcontractor staff for work on the Project.

3.5.4 CONSORTIUM may immediately, at the sole discretion of the CONSORTIUM Executive Director, deny or terminate facility access to CONTRACTOR staff, including Subcontractor staff whose background or conduct is incompatible with CONSORTIUM facility access.

3.5.5 Disqualification, if any, of CONTRACTOR staff, including Subcontractor staff, pursuant to this Subparagraph 3.5, shall not relieve CONTRACTOR of its obligation to complete all Work in accordance with this CalSAWS M&O Extension.”

3. CalSAWS Base Agreement Exhibit K (Contractor and Subcontractor Staff Criminal Conviction Information Notice and Certification) is deleted in its entirety and replaced with CalSAWS Base Agreement Exhibit K (Contractor and Subcontractor Staff Criminal Conviction Information Notice and Certification) dated January 22, 2021 and attached hereto as Schedule One to this Change Notice No. 7.
4. Schedule 9 (Contractor and Subcontractor Staff Criminal Conviction Information Notice and Certification) to Exhibit X (CalSAWS Maintenance and Operations Extension) is deleted in its entirety and replaced with Schedule 9 (Contractor and Subcontractor Staff Criminal Conviction Information Notice and Certification) to Exhibit X (CalSAWS Maintenance and Operations Extension) dated January 22, 2021 and attached hereto as Schedule Two to this Change Notice No. 7.
5. Consortium has allotted funding that may be used toward future work for Regulatory & Administrative (“R&A”) Change Budget Services, when the allocation for which is approved by the Consortium Executive Director and Accenture’s Project Director or their respective designees.
6. This Change Notice Number Seven requests Two Hundred Eighty-One Thousand Ninety-Eight Dollars (\$281,098) to be used for additional R&A Change Budget Services hours for Work related to implementing two (2) training environments for the LRS/CalSAWS system, requested by the Consortium. The estimated effort, prices, and assumptions are set forth in the attached Schedule Three (LRS/CalSAWS M&O Training Environments). R&A Change Budget Services related to the training environments will be conducted and invoiced on a Time and Materials basis in an amount not to exceed Two Hundred Eighty-One Thousand Ninety-Eight Dollars (\$281,098).
7. This Change Notice Number Seven requests Four Million One Hundred Fifty-Six Thousand Two Hundred Twenty-Nine Dollars (\$4,156,229) to be used for additional R&A Change Budget Services hours for Work related to an expansion of the LRS/CalSAWS System’s ForgeRock IAM solution, requested by the Consortium. The estimated effort, prices, and assumptions are set forth in the attached Schedule Four (ForgeRock IAM Enterprise Enablement Project), inclusive of Attachment 1 (Contractor Assumptions) and Attachment 2 (ForgeRock IAM Enterprise Enablement Pricing

Schedules). One-time R&A Change Budget Services for the ForgeRock IAM Enterprise Enablement Project will be conducted and invoiced as fixed price milestone payments in an amount not to exceed Two Million Eight Hundred Seventy-One Thousand Two Hundred Eleven Dollars (\$2,871,211). Furthermore, recurring R&A Change Budget Services for maintenance and operations for the ForgeRock IAM Enterprise Enablement Project will be conducted and invoiced on a Time and Materials basis in an amount not to exceed One Million Two Hundred Eighty-Five Thousand Eighteen Dollars (\$1,285,018).

8. This Change Notice Number Seven requests Two Million Nine Hundred Thirty-Two Thousand Four Hundred Eighty Dollars (\$2,932,480) to be used for additional R&A Change Budget Services hours for Work related to the design, development, testing and implementation of application programming interfaces (“APIs”) for the LRS/CalSAWS System, requested by the Consortium to support the BenefitsCal Statewide self-service portal. The estimated effort, prices, and assumptions are set forth in the attached Schedule Five (CalSAWS APIs for Statewide Self-Service Portal). R&A Change Budget Services related to these APIs will be conducted and invoiced on a Time and Materials basis in an amount not to exceed Two Million Nine Hundred Thirty-Two Thousand Four Hundred Eighty Dollars (\$2,932,480).
9. Subsequent to the final approval of this Change Notice Seven, the balance remaining from the Fifty Million Dollars (\$50,000,000) in Agreement Section 8.2.4 Regulatory and Administrative Change Budget Service of approved but unallocated funds for future work to be allocated via the System Change Request process will be Thirty-Two Million Nine Hundred Twenty-Eight Thousand Six Hundred Forty Dollars (\$32,928,640).

This Change Notice Number Seven shall be effective upon execution by Consortium and Accenture.

Except as provided in this Change Notice Number Seven, all other terms and conditions of the Agreement shall remain in full force and effect.

ACCENTURE, LLP

Dated: _____

By: _____
Seth Richman, CalSAWS Project Director

CALSAWS CONSORTIUM

Dated: _____

By: _____
Michael Sylvester, Consortium Chair

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

By: _____
John Boule, Consortium Executive
Director