

CONSORTIUM REVIEWED BY: _____

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

Change Notice Number Eight

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 Eight. Consortium and Accenture hereby agree to the following modifications to the Agreement:

1. 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.
2. This Change Notice Number Eight requests One Hundred Thirty-Seven Thousand Sixty Dollars (\$137,060) to be used for additional software and R&A Change Budget Services for Work related to the design, development, testing, implementation, and ongoing production operations of an interactive voice response (“IVR”) call flow for Los Angeles County’s Department of Children and Family Services (“DCFS”), requested by the Consortium. The estimated effort, prices, and assumptions are set forth in the attached Attachment One (DCFS IVR Call Flow). R&A Change Budget Services and production operations related to the DCFS IVR Call Flow will be conducted and invoiced on a Time and Materials basis in an amount not to exceed One Hundred Thirty-Seven Thousand Sixty Dollars (\$137,060).
3. This Change Notice Number Eight requests Four Hundred Ninety-Nine Thousand Nine Hundred Eighty-Nine Dollars (\$499,989) to be used for additional R&A Change Budget

Services hours for Work related to the Continuum of Care Automation program, requested by the Consortium. The estimated effort, prices, and assumptions are set forth in the attached Attachment Two (Continuum of Care Automation). R&A Change Budget Services related to the Continuum of Care Automation program will be conducted and invoiced on a Time and Materials basis in an amount not to exceed Four Hundred Ninety-Nine Thousand Nine Hundred Eighty-Nine Dollars (\$499,989).

4. This Change Notice Number Eight requests Five Hundred Sixty Thousand Six Hundred Twenty-Eight Dollars (\$560,628) to be used for additional R&A Change Budget Services hours for Work related to the Earned Income Disregard (EID) program, requested by the Consortium. The estimated effort, prices, and assumptions are set forth in the attached Attachment Three (Earned Income Disregard). R&A Change Budget Services related to the EID program will be conducted and invoiced on a Time and Materials basis in an amount not to exceed Five Hundred Sixty Thousand Six Hundred Twenty-Eight Dollars (\$560,628).
5. This Change Notice Number Eight requests Six Hundred Ninety-Nine Thousand Three Hundred Eighty Dollars (\$699,380) to be used for an additional 5,780 hours for LRS Modifications and Enhancements (“M&E”) Services for State Fiscal Year 2020/2021, requested by the Consortium. The Consortium specifically agrees that some or all of these additional 5,780 hours for LRS M&E Services may be performed by Contractor’s Global Delivery Network (“GDN”) in excess of the maximum number of allowable hours calculated per Subparagraph 4.1 of the Agreement. Subsequent to the final approval of this Change Notice Number Eight, the revised maximum number of hours for LRS M&E Services for State Fiscal Year 2020/2021 will be 101,780 hours.
6. 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 through Contract Year 7 (through October 31, 2019). Furthermore, the maximum number of hours for M&E Services per State Fiscal Year will be:

 - 107,000 hours for State Fiscal Year 2019/20 (service months from June 1, 2019 to May 31, 2020)
 - 101,780 hours for State Fiscal Year 2020/21 (service months from June 1, 2020 to May 31, 2021)
 - 32,000 hours for a portion of State Fiscal Year 2021/22 (service months from June 1, 2021 to September 30, 2021)”
7. Subsequent to the final approval of this Change Notice Number Eight, 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 will be Thirty-One Million Thirty-One Thousand Five Hundred Eighty-Three Dollars (\$31,031,583).

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

Except as provided in this Change Notice Number Eight, 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