

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

Amendment Number Twenty-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 PROVISION OF THE CALIFORNIA STATEWIDE AUTOMATED WELFARE SYSTEM (“CalSAWS”).

This Amendment Number Twenty-Seven is effective as of August 13, 2021 (the “Effective Date”) and amends the Agreement.

RECITALS

WHEREAS, Exhibit W (Statement of Work for CalSAWS Cloud Enablement Project and Interim Maintenance and Operations) has been revised to update production operations for State Fiscal Years 2020/21 and 2021/22; and

WHEREAS, the CONSORTIUM has requested R&A Change Budget Services for enhancements for the LRS/CalSAWS System related to HTML 5, GA/GR correspondence, and the ForgeRock IAM solution; and supporting the CONSORTIUM’s user acceptance testing activities for the BenefitsCal self-service portal; and

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

1. Exhibit W (Statement of Work for CalSAWS Cloud Enablement Project and Interim Maintenance and Operations) inclusive of Schedule 1 (Contractor Assumptions), Schedule 2 (CalSAWS Cloud Enablement and IM&O Pricing Schedule), Schedule 3 (CalSAWS Cloud Enablement Compute Resource Specifications), Schedule 4 (Hardware/Software Specifications), Schedule 5 (IM&O Production Operations Specifications), and Schedule 6 (API Statement of Requirements and Contractor Assumptions), is hereby deleted in its entirety and replaced with Attachment 1 to this Amendment Twenty-Seven the restated Exhibit W (Statement of Work for CalSAWS Cloud Enablement Project and Interim Maintenance and Operations) inclusive of Schedule 1 (Contractor Assumptions), Schedule 2 (CalSAWS Cloud Enablement and IM&O Pricing Schedule), Schedule 3 (CalSAWS Cloud Enablement Compute

Resource Specifications), Schedule 4 (Hardware/Software Specifications), Schedule 5 (IM&O Production Operations Specifications), and Schedule 6 (API Statement of Requirements and Contractor Assumptions).

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 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), and 8.2.16 (CalSAWS Customer Service Center Project) for this Agreement during the Initial Term, shall not exceed One Billion One Hundred Thirty-Five Million Twenty Thousand Ten Dollars (\$1,135,020,010). 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.”

3. 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 Nine Hundred Fifty-Three Thousand Four Hundred Twenty-Six Dollars (\$82,953,426) 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."

4. Schedule D (Regulatory & Administrative Change Budget Services) of Exhibit C (Schedule of Payments) 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

Schedule D	
Regulatory & Administrative Change Budget Services	
Description	Maximum Total Price (USD)
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
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
Application Modifications (Amendment Twenty-Seven)	\$470,018.00
Maximum Contract Sum for R&A Change Budget Services	\$82,953,426.00

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.

5. The CONSORTIUM hereby agrees the \$416,923.00 of additional Work provided by CONTRACTOR toward R&A Change Budget Services for HTML 5-related enhancements pursuant to this Amendment Number Twenty-Seven, and recognized as a credit in Attachment 2 to this Amendment Number Twenty-Seven, satisfies and completes CONTRACTOR's obligation to perform the additional Work set forth in Section 6 of Exhibit AA.
6. This Amendment Number Twenty-Seven includes \$470,018 to be used for additional R&A Change Budget Services for enhancements related to HTML 5, GA/GR correspondence, and the ForgeRock IAM solution; and support for the CONSORTIUM's user acceptance testing activities for the BenefitsCal self-service portal. The estimated effort, prices, and assumptions for those R&A Change Budget Services are attached to this Amendment Number Twenty-Seven as Attachment 2.

7. Subparagraph 8.2.11 (CalSAWS Interim Maintenance and Operations) to Subparagraph 8.2 (Maximum Contract Sums) of Paragraph 8 (Contract Sum) is hereby deleted in its entirety and replaced as follows:

“8.2.11 CalSAWS Interim Maintenance and Operations

The Maximum Contract Sum for CalSAWS Interim Maintenance and Operations [CONTRACTOR’s total consideration for all Work hereunder, including all applicable taxes and transportation charges for the CalSAWS Interim Maintenance and Operations] for this Agreement during the Initial Term, shall not exceed One Million Four Hundred Ninety-Four Thousand Nine Hundred Forty-Five Dollars (\$1,494,945), as applicable, in Schedule 2 of Exhibit W (Scope of Work for CalSAWS Cloud Enablement Project and Interim Maintenance and Operations).”

8. Schedule I (CalSAWS Cloud Enablement Project and Interim Maintenance and Operations) of Exhibit C (Schedule of Payments) is hereby deleted in its entirety and replaced as follows:

Schedule I	
CalSAWS Cloud Enablement Project and Interim Maintenance and Operations	
Description	Maximum Total Price (USD)
CalSAWS Cloud Enablement Project and Interim Maintenance and Operations – Excluding Innovation Labs (Amendments Fifteen, Twenty-One, Twenty-Four, Twenty-Seven)	\$31,651,472.75
CalSAWS Cloud Enablement Project and Interim Maintenance and Operations – Innovation Labs (Amendments Fifteen, Twenty-One, Twenty-Two)	\$4,147,100.86
Maximum Contract Sum for CalSAWS Cloud Enablement Project and Interim Maintenance and Operations	\$35,798,573.61

9. For the purposes of Schedule 1 to Exhibit X (Statement of Work for CalSAWS Maintenance and Operations Project), CONSORTIUM hereby agrees that in addition to the offshore Work permitted pursuant to Schedule 4 to Exhibit X of the Agreement, CONTRACTOR’s Global Delivery Network will perform approximately 42,100 hours of Work for Subtask 2.5 (System Administration), Subtask 2.15 (Batch Support), and Subtask 2.17 (Production Support) at the rates defined in Schedule 3a (CalSAWS Maintenance and Operations - Technical Infrastructure Services Charges) of Attachment 2 (Pricing Schedules) to Schedule 1 of Exhibit X.

10. 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-SEVEN

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

ACCENTURE, LLP

Dated: _____

By: _____

Name: _____

Title: _____

CALSAWS CONSORTIUM

Dated: _____

By: _____
Michael Sylvester, Consortium Chair

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

By: _____
John Boule, Consortium Executive
Director