

CONSORTIUM REVIEWED BY: _____

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

Change Notice Number Twelve

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 CalSAWS Maintenance and Operations (“M&O”) Extension, 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 Twelve. 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 Twelve requests Four Hundred Forty-Eight Thousand Nine Dollars (\$448,009) to be used for additional R&A Change Budget Services hours for State Fiscal Year 2021/22 for the maintenance and operations of the LRS California Healthcare Eligibility, Enrollment and Retention System (CalHEERS) interface. The estimated effort, prices, and assumptions are set forth in Attachment 1 (CalHEERS Maintenance). R&A Change Budget Services related to maintenance and operations of the LRS CalHEERS interface will be conducted and invoiced on a Time and Materials basis in an amount not to exceed Four Million Three Hundred Thirty-One Thousand Seven Hundred Thirty-Three Dollars (\$4,331,733). This request supersedes the original request of \$3,883,724 for CalHEERS Maintenance that was approved on August 13, 2021 via Change Notice Number Ten.

3. This Change Notice Number Twelve requests Three Hundred Thousand Dollars (\$300,000) to be used for additional R&A Change Budget Service hours for Work to extend post-deployment change enablement support for the C-IV Counties from November 5, 2021, as stated in Schedule 2 to Exhibit X to the Agreement, to December 17, 2021. The estimated effort, prices, and assumptions are set forth in the attached Attachment 2 (Extended C-IV Post-Deployment Support). R&A Change Budget Services related to the Extended C-IV Post Deployment Support will be conducted and invoiced on a Fixed Fee basis in an amount not to exceed Three Hundred Thousand Dollars (\$300,000).
4. Subsequent to the final approval of this Change Notice Number Twelve, 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 Eighteen Million Eight Hundred Thirty-Nine Thousand Six Hundred Fifty-Eight Dollars (\$18,839,658).
5. Schedule 1 to Exhibit X (Statement of Work for CalSAWS Maintenance and Operations (“M&O”) Project) inclusive of Attachment 1 (CalSAWS M&O Contractor Assumptions), Attachment 2 (CalSAWS M&O Pricing Schedules), Attachment 3 (CalSAWS M&O Hardware and Software Specifications), and Attachment 4 (CalSAWS M&O Production Operations), is hereby deleted in its entirety and replaced with Attachment 3 to this Change Notice Number Twelve the restated Schedule 1 to Exhibit X (Statement of Work for CalSAWS Maintenance and Operations (“M&O”) Project) inclusive of Attachment 1 (CalSAWS M&O Contractor Assumptions), Attachment 2 (CalSAWS M&O Pricing Schedules), Attachment 3 (CalSAWS M&O Hardware and Software Specifications), and Attachment 4 (CalSAWS M&O Production Operations).
6. Subparagraph 8.2.12 (CalSAWS 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:

“8.2.12 CalSAWS Maintenance and Operations; CalSAWS M&O

The Maximum Contract Sum for CalSAWS Maintenance and Operations [CONTRACTOR’s total consideration for all Work hereunder, including all applicable taxes and transportation charges for the CalSAWS Maintenance and Operations] for this Agreement during the Initial Term, shall not exceed Two Hundred Ninety-Three Million Three Hundred Forty-Four Thousand Nine Hundred Thirty-Eight Dollars (\$293,332,888), as applicable, in Attachment 2 of Schedule 1 to Exhibit X (CalSAWS Maintenance and Operations Extension).”

7. Schedule J (CalSAWS Maintenance and Operations (“M&O”) Project) of Schedule 3 (Schedule of Payments) of Exhibit X (CalSAWS Maintenance and Operations (“M&O”) Extension) is hereby deleted in its entirety and replaced as follows:

Schedule J	
CalSAWS Maintenance and Operations (“M&O”) Project	
Description	Maximum Total Price (USD)
CalSAWS M&O Project – Excluding Innovation Labs (Amendments Fifteen, Twenty-One, Twenty-Four, Twenty-Eight; Change Notice Twelve)	\$293,332,887.85
CalSAWS M&O Project – Innovation Labs (Amendments Fifteen, Twenty-One)	\$3,324,555.68
Maximum Contract Sum for CalSAWS M&O Project	\$296,657,443.53

8. 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-Seven Million Eight Hundred Fifty-One Thousand Two Hundred Sixty-Three Dollars (\$57,851,263).”

9. 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 (CalSAWS M&O Extension) 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.

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 104,032.10 hours for Contract Year 9)</i>	\$121
Contract Year 9 (last one (1) month)	\$0
Contract Year 10	\$0
Contract Year 11	\$0

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 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)
- 120,467 hours for State Fiscal Year 2020/21 (service months from June 1, 2020 to May 31, 2021)
- 59,034.10 hours for a portion of State Fiscal Year 2021/22 (service months from June 1, 2021 to September 30, 2021)”

This Change Notice Number Twelve is effective as of November 19, 2021 (the “Effective Date”).

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

ACCENTURE, LLP

Dated: _____

By: _____
Gaurav Diwan, CalSAWS Account Lead

CALSAWS CONSORTIUM

Dated: _____

By: _____
Michael Sylvester, Consortium Chair

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

By: _____
John Boule, Consortium Executive
Director