

CONSORTIUM REVIEWED BY: _____

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

Change Notice Number Thirteen

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 Thirteen. 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 Thirteen requests Two Hundred Ninety-Nine Thousand Nine Hundred Seventy-Six Dollars (\$299,976) to be used for additional R&A Change Budget Services for Work related to providing additional report support for the California Department of Social Services (“CDSS”) during State Fiscal Year 2021/2022. The estimated effort, prices, and assumptions are set forth in the attached Attachment 1 (CDSS Report Support). R&A Change Budget Services related to report support for CDSS will be conducted and invoiced on a Time and Materials basis in an amount not to exceed Two Hundred Ninety-Nine Thousand Nine Hundred Seventy-Six Dollars (\$299,976).
3. This Change Notice Number Thirteen requests Four Million Three Hundred Twenty-Nine Thousand Three Hundred Seventy-Five Dollars (\$4,329,375) to be used for additional R&A Change Budget Services hours for the design, development, test, and

implementation of enhancements related to correspondence for the CalSAWS System. The estimated effort, prices, and assumptions are set forth in Attachment 2 (Correspondence). R&A Change Budget Services related to enhancements for CalSAWS correspondence will be conducted and invoiced on a Time and Materials basis in an amount not to exceed Four Million Three Hundred Twenty-Nine Thousand Three Hundred Seventy-Five Dollars (\$4,329,375).

4. This Change Notice Number Thirteen requests Six Hundred Seventy Thousand Five Hundred Ninety Dollars (\$670,590) to be used for an additional 4,237 hours for Modifications and Enhancements (“M&E”) Services for the CalSAWS System for State Fiscal Year 2021/2022, requested by the Consortium. Subsequent to the final approval of this Change Notice Number Thirteen, the revised maximum number of hours for CalSAWS M&E Services that do not relate to the CalSAWS System’s CalHEERS interface will be 112,580.20 hours for State Fiscal Year 2021/2022.
5. Exhibit X Schedule 2 (Statement of Work for CalSAWS Design, Development and Implementation (“DD&I”) Project) inclusive of Attachment 1 (Contractor Assumptions), Attachment 2 (CalSAWS DD&I Pricing Schedule), and Attachment 3 (CalSAWS DD&I Statement of Requirements) is hereby deleted in its entirety and replaced with Attachment 3 to this Change Notice Number Thirteen the restated Exhibit X Schedule 2 (Statement of Work for CalSAWS Design, Development and Implementation (“DD&I”) Project) inclusive of Attachment 1 (Contractor Assumptions), Attachment 2 (CalSAWS DD&I Pricing Schedule), and Attachment 3 (CalSAWS DD&I Statement of Requirements).
6. Exhibit X Schedule 15 (Statement of Work for CalSAWS Customer Service Center Project), inclusive of Attachment 1 (Contractor Assumptions), Attachment 2 (CalSAWS Customer Service Center Pricing Schedule), Attachment 3 (CalSAWS Customer Service Center Functional Design Business Process Flows), Attachment 4 (CalSAWS Customer Service Center Software Specifications), Attachment 5 (CalSAWS Customer Service Center Compute Resource Specifications), Attachment 6 (CalSAWS Customer Service Center Solution Requirements), is hereby deleted in its entirety and replaced with Attachment 4 to this Change Notice Number Thirteen the restated Exhibit X Schedule 15 (Statement of Work for CalSAWS Customer Service Center Project), inclusive of Attachment 1 (Contractor Assumptions), Attachment 2 (CalSAWS Customer Service Center Pricing Schedule), Attachment 3 (CalSAWS Customer Service Center Functional Design Business Process Flows), Attachment 4 (CalSAWS Customer Service Center Software Specifications), Attachment 5 (CalSAWS Customer Service Center Compute Resource Specifications), Attachment 6 (CalSAWS Customer Service Center Solution Requirements).

7. Subsequent to the final approval of this Change Notice Number Thirteen, 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 Thirteen Million Five Hundred Thirty-Nine Thousand Seven Hundred Seventeen Dollars (\$13,539,717).

This Change Notice Number Thirteen is effective as of December 17, 2021 (the “Effective Date”).

Except as provided in this Change Notice Number Thirteen, 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