

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

Amendment Number Twenty-Nine

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-Nine is effective as of March 11, 2022 (the “Effective Date”) and amends the Agreement.

RECITALS

WHEREAS, the Consortium has agreed to increase the percentage of Work that Accenture may perform from the Accenture GDN; and.

WHEREAS, Accenture will perform 20,000 hours of CalSAWS Application Software Modifications and/or Enhancements (“M&E”) Services during the period from January 2023 through October 2023 at no additional cost to CONSORTIUM.

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

1. Section 4.1. of Exhibit X (CalSAWS Maintenance and Operations (“M&O”) Extension) is deleted in its entirety and replaced as follows:

“4.1 GENERAL:

Pursuant to the provisions of this CalSAWS M&O Extension, CONTRACTOR shall fully provide, complete, and deliver on time all Tasks, Subtasks, Deliverables, goods, and services as set forth in this CalSAWS M&O Extension. All Work shall be performed within the fifty (50) United States and the District of Columbia except as set forth below.

Work performed under Schedule 4 (Services To Be Performed in GDN – Security, Access and Technology Requirements) may be performed by staff in and from the Accenture

Global Delivery Network (“GDN”) and using CONTRACTOR’s GDN Centers that are located in the United States, India, and elsewhere, and which are wholly-owned Affiliates of CONTRACTOR. Use of GDN resources may approximate 40% of the available hours required for Accenture to deliver its obligations under Exhibit X CalSAWS M&O Extension. Schedule 4 (Services To Be Performed in GDN – Security, Access and Technology Requirements) sets forth certain specific security terms to govern Work that involves personally identifiable information as further set forth therein.”

2. Paragraphs 4(A) and 4(B) of Schedule 4 (Work To Be Performed in GDN – Security, Access and Technology Requirements) to Exhibit X (CalSAWS Maintenance and Operations (“M&O”) Extension) are deleted in their entirety and replaced as follows:

“A. Subject to the limitations herein and Section 4.1 of the CalSAWS M&O Extension, CONTRACTOR is authorized to perform Work within the scope of Exhibit X (CalSAWS Maintenance and Operations (“M&O”) Extension) in GDN locations.

B. In addition to the requirements stated in subparagraph A above, CONTRACTOR must first mask or otherwise obfuscate any PII and/or PHI that may reside in any Production Data accessible from the Secured Bays at any of CONTRACTOR’s GDN locations.”

3. Paragraph 3.1 “TASK 1: MODIFICATIONS AND ENHANCEMENTS” of Schedule 1 (Statement of Work for CalSAWS Maintenance and Operations (“M&O”) Project) to Exhibit X (CalSAWS Maintenance and Operations (“M&O”) Extension) is deleted in its entirety and replaced as follows:

“CONTRACTOR will begin Work for CalSAWS Software Modifications and Enhancements (“M&E”) services on the CalSAWS M&O Start Date. CONTRACTOR will provide M&E services pursuant to tab ‘2. App Maint’ of Attachment 2, the CalSAWS M&O Pricing Schedules, attached to this Schedule 1.

During the period from January 2023 through October 2023 CONTRACTOR will provide 20,000 hours of M&E services at no additional cost to CONSORTIUM. It is anticipated that the average number of hours over each month of the referenced 10-month period will approximate 2,000 hours. These M&E services are reflected in Attachment 2, the CalSAWS M&O Pricing Schedules.

The M&E function is responsible for overall ongoing management of Work for System Change Requests (“SCRs”) for the CalSAWS Software and the CalSAWS Software’s interface to the CalHEERS System as SCRs are designed, built, tested, and deployed into the CalSAWS Software. The M&E activities performed during the CalSAWS Maintenance and Operations Project will include:

- Plan, document, and report the status of requests for modifications to the CalSAWS Software via SCRs;
- Deploy SCRs for the CalSAWS Software using the standard release management process documented in the CalSAWS M&E Services Plan Deliverable.”

4. During the period from January 2023 through October 2023 CONTRACTOR will provide 20,000 hours of M&E services at no additional cost to CONSORTIUM. It is anticipated that the average number of hours over each month of the referenced 10-month period will approximate 2,000 hours. These M&E services are reflected in Attachment 2, the CalSAWS M&O Pricing Schedules, to Schedule 1 (Statement of Work for CalSAWS Maintenance and Operations (“M&O”) Project) which is deleted in its entirety and replaced by Attachment 1 to this Amendment.
5. 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-NINE

IN WITNESS WHEREOF, the CONSORTIUM has caused this Amendment Number Twenty-Nine to the Agreement to be subscribed on behalf of the CONSORTIUM, and CONTRACTOR has caused this Amendment Number Twenty-Nine 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