

**AMENDED RESTATED AND REVISED LEADER REPLACEMENT SYSTEM
AGREEMENT**

**BY AND BETWEEN
CALSAWS CONSORTIUM
AND
ACCENTURE LLP**

Amendment Number Thirty

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 Thirty is effective as of September 1, 2022 (the “Effective Date”) and amends the Agreement.

RECITALS

WHEREAS, the Parties have agreed to extend the term of Exhibit X (CalSAWS Maintenance and Operations (“M&O”) Extension) to the Agreement, the Parties have executed this Amendment; and

WHEREAS, the Statement of Work for the CalSAWS Maintenance and Operations (“M&O”) Project has been revised to incorporate the scope, effort, and pricing for State Fiscal Years 2023/24 and 2024/25; and

WHEREAS, the Statement of Work for the CalSAWS Imaging Project has been revised to incorporate the scope, effort, and pricing for State Fiscal Years 2023/24 and 2024/25 and corrections were made to all other State Fiscal Years in Exhibit X CalSAWS M&O Extension Schedule 13 Attachment 2 CalSAWS Imaging Solution Pricing Schedules to incorporate updated dates for certain county Imaging Go Live dates; and

WHEREAS, the Statement of Work for the CalSAWS Customer Service Center Project has been revised to incorporate the scope, effort, and pricing for State Fiscal Years 2023/24 and 2024/25; and

WHEREAS, the CONSORTIUM has increased the funding that can be used toward funding additional hours for the Regulatory & Administrative Change Budget Services the allocation of which is subject to further Consortium approval; and,

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

1. The first sentence of Section 00 (CALSAWS M&O EXTENSION) of the Base Agreement (Amended, Restated and Revised Leader Replacement System Agreement for a California Statewide Automated Welfare System) is deleted in its entirety and replaced as follows:

“The Parties anticipate C-IV Cutover will occur on September 30, 2021 and the term of Exhibit X (CalSAWS Maintenance and Operations Extension) will commence on October 1, 2021 and expire on April 30, 2025.”

2. The first sentence of Paragraph 7 (CALSAWS M&O TERM) of the Exhibit X (CalSAWS Maintenance and Operations (“M&O”) Extension) is deleted in its entirety and replaced as follows:

“The Parties anticipate C-IV Cutover will occur on September 30, 2021 and the term of this CalSAWS M&O Extension will commence on October 1, 2021 and expire on April 30, 2025.”

3. 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 Four Hundred Twenty-Five Million Four Hundred Ninety-Five Thousand Eight Hundred Forty-Two Dollars (\$1,425,495,842). 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.”

4. 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:

“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 Eighty-Four Million Nine Hundred Fifty-Three Thousand Four Hundred Twenty-Six Dollars (\$184,953,426). 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 Schedule 003 (Schedule of Payments)) and Ninety Two Million Dollars (\$92,000,000) 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 and Ten Million Dollars (\$10,000,000) in approved funds for future optional Work to transition the CalSAWS System to Consortium or another vendor to be allocated via the System Change Request process to be approved by the Consortium Executive Director and CONTRACTOR’s Project Director or their respective designees. The Parties agree that if a transition is required, they will meet six (6) months prior to the Agreement end date to determine and mutually agree to a transition plan.”

5. Subparagraph 8.2.12 (CalSAWS Maintenance and Operations; CalSAWS M&O) of Subparagraph 8.2 (Maximum Contract Sum) of Paragraph 8 (Contract Sum) of the Agreement is deleted in its entirety and replaced as follows:

“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 Four Hundred Eighty Three Million Eight Hundred Eighty-Seven Thousand Eight Hundred and Two Dollars (\$483,887,802), as applicable, in Attachment 2 of Schedule 1 to Exhibit X (CalSAWS Maintenance and Operations Extension).”

6. Subparagraph 8.2.13 (CalSAWS Imaging Project) of Subparagraph 8.2 (Maximum Contract Sum) of Paragraph 8 (Contract Sum) of the Agreement is deleted in its entirety and replaced as follows:

“The Maximum Contract Sum for the CalSAWS Imaging Project [CONTRACTOR’s total consideration for all Work hereunder, including all applicable taxes and transportation charges for the CalSAWS Imaging Project] for this Agreement during the Initial Term, shall not exceed Twenty-One Million, Eight Hundred Eighty-Two Thousand, Three Hundred and Seventy-Six Dollars (\$21,882,376), as applicable, in Attachment 2 of Schedule 13 (Statement of Work for CalSAWS Imaging Project).”

7. Subparagraph 8.2.16 (CalSAWS Customer Service Center Project) of Subparagraph 8.2 (Maximum Contract Sum) of Paragraph 8 (Contract Sum) of the Agreement is deleted in its entirety and replaced as follows:

“The Maximum Contract Sum for the CalSAWS Customer Service Center Project [CONTRACTOR’s total consideration for all Work hereunder, including all applicable taxes and transportation charges for the CalSAWS Customer Service Center Project] for this Agreement during the Initial Term, shall not exceed Twenty-Three Million Fifty Thousand Five Hundred Fifty-Three Dollars (\$23,050,553), as applicable, in Attachment 2 of Schedule 15 (Statement of Work for CalSAWS Customer Service Center Project).”

8. 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), Attachment 4 (CalSAWS M&O Production Operations Specifications) is hereby deleted in its entirety and replaced with Attachment 1 to this

Amendment Thirty 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), Attachment 4 (CalSAWS M&O Production Operations Specifications).

9. Schedule 13 (Statement of Work for CalSAWS Imaging Project) to Exhibit X (CalSAWS Maintenance and Operations (“M&O”) Extension) inclusive of Attachment 1 (Contractor Assumptions), Attachment 2 (CalSAWS Imaging Pricing Schedule), Attachment 3 (CalSAWS Imaging Functional Design Business Process Flows), Attachment 4 (CalSAWS Imaging Hardware/Software Specifications), Attachment 5 (CalSAWS Imaging Solution Requirements) is hereby deleted in its entirety and replaced with Attachment 2 to this Amendment Thirty the restated Schedule 13 (Statement of Work for CalSAWS Imaging Project) to Exhibit X (CalSAWS Maintenance and Operations (“M&O”) Extension) inclusive of Attachment 1 (Contractor Assumptions), Attachment 2 (CalSAWS Imaging Pricing Schedule), Attachment 3 (CalSAWS Imaging Functional Design Business Process Flows), Attachment 4 (CalSAWS Imaging Hardware/Software Specifications), Attachment 5 (CalSAWS Imaging Solution Requirements).

10. Schedule 15 to Exhibit X (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 3 to this Amendment Thirty the restated Schedule 15 to Exhibit X (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).

11. Schedule J (CalSAWS Maintenance and Operations (“M&O”) Project) of Schedule 3 (Schedule of Payments) to 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, Amendment Thirty)	\$480,563,246
CalSAWS M&O Project – Innovation Labs (Amendments Fifteen, Twenty-One, Amendment Thirty)	\$3,324,556
Maximum Contract Sum for CalSAWS M&O Project	\$483,887,802

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

Schedule K	
CalSAWS Imaging Project	
Description	Maximum Total Price (USD)
CalSAWS Imaging Project (Amendment Nineteen, Amendment Thirty)	\$21,882,376
Maximum Contract Sum for CalSAWS Imaging Project	\$21,882,376

13. Schedule N (CalSAWS Customer Service Center Project) of Schedule 3 (Schedule of Payments) to Exhibit X (CalSAWS Maintenance and Operations (“M&O”) Extension) is hereby deleted in its entirety and replaced as follows:

Schedule N
CalSAWS Customer Service Center Project

Description	Maximum Total Price (USD)
CalSAWS Customer Service Center Project (Amendments Twenty-Four, Amendment 30)	\$23,050,553
Maximum Contract Sum for CalSAWS Customer Service Center Project	\$23,050,553

14. 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 THIRTY

IN WITNESS WHEREOF, the CONSORTIUM has caused this Amendment Number Thirty to the Agreement to be subscribed on behalf of the CONSORTIUM, and CONTRACTOR has caused this Amendment Number Thirty 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 Moskovitz Tiedemann & Girard,
Consortium Legal Counsel

By: _____

John Boule, Consortium Executive
Director