

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

Amendment Number Twenty-Four

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-Four is effective as of January 22, 2021 (the “Effective Date”) and amends the Agreement.

RECITALS

WHEREAS, the Parties now mutually agree upon requirements, scope, effort, and pricing for the CalSAWS Customer Service Center Project to design, develop, implement, maintain and operate a customer service center solution for the 58 CalSAWS Counties, and such project is anticipated to commence in February 2021 and complete in October 2023; and

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

1. Attached as Attachment 1 to this Amendment Number Twenty-Four and incorporated into the Agreement by this reference is Exhibit AC (Statement of Work for CalSAWS Customer Service Center Project), which includes the following schedules:
 - Schedule 1 (Contractor Assumptions)
 - Schedule 2 (CalSAWS Customer Service Center Pricing Schedule)
 - Schedule 3 (CalSAWS Customer Service Center Functional Design Business Process Flows)
 - Schedule 4 (CalSAWS Customer Service Center Software Specifications)
 - Schedule 5 (CalSAWS Customer Service Center Compute Resource Specifications)
 - Schedule 6 (CalSAWS Customer Service Center Solution Requirements)

2. 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 2 to this Amendment Twenty-Four 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).
3. 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 Amendment Twenty-Four 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).
4. Subparagraph 1.1 (Interpretation) of Paragraph 1 (Applicable Documents and Definitions) of the Agreement is hereby deleted in its entirety and replaced as follows:

“1.1 Interpretation:

This document, without Exhibits, is referred to as the “Base Agreement”. The Base Agreement as amended by Amendments 1 through 24, inclusive, together with Exhibits A, B, C, D, E, F, G, H, I, J, K, L, L-1, L-2, M, N, O, P, Q, T, U, V, W, X, Y, Z, AA, AB, and AC attached hereto, and Exhibits R and S referenced below but not attached hereto, form the entire Agreement between the Parties. In the event of any contradiction, conflict, or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any Task, Subtask, Deliverable, good or service, between the Base Agreement, as amended, and the Exhibits, or between Exhibits, such contradiction,

conflict, or inconsistency shall be resolved by giving precedence first to the Base Agreement, as amended, and then to the Exhibits according to the following priority:

1. Exhibit U – Scope of Work for CalSAWS Design, Development and Implementation Project
2. Exhibit W – Scope of Work for CalSAWS Cloud Enablement Project and Interim Maintenance and Operations
3. Exhibit Z – Statement of Work for CalSAWS Imaging Project
4. Exhibit AA – Statement of Work for the CalSAWS Analytics Cloud Enablement Project
5. Exhibit AC – Statement of Work for CalSAWS Customer Service Center Project
6. Exhibit AB – Statement of Work for CalSAWS Customer Service Center Functional Design Project
7. Exhibit V – Statement of Work for CalSAWS Cloud Enablement Project - Bridge
8. Exhibit Y – Services To Be Performed in GDN – Security, Access and Technology Requirements
9. Exhibit T – Scope of Work for CalACES Cloud Enablement Proof of Concept Project
10. Exhibit A – Statement of Work
11. Exhibit B – Statement of Requirements
12. Exhibit C – Schedule of Payments
13. Exhibit D – Accenture plc Performance Guarantee
14. Exhibit E – Pre-Existing Software Components
15. Exhibit F – Certain LRS Components as of the Effective Date
16. Exhibit G – Estimates, Quantities and Assumptions
17. Exhibit H – Work Acceptance Certificate
18. Exhibit I – Performance Bond
19. Exhibit J – CONTRACTOR Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement and Assignment and Transfer of Copyright
20. Exhibit K – CONTRACTOR and Subcontractor Staff Criminal Conviction Notice and Certification
21. Exhibit L – Required Subcontract Provisions

22. Exhibit M – Intentionally Omitted
23. Exhibit N – CONTRACTOR’s EEO Certification
24. Exhibit O – Jury Service Ordinance
25. Exhibit P – IRS Notice 1015
26. Exhibit Q – Safely Surrendered Baby Law
27. Exhibit R – LA COUNTY’s Request for Proposals for a LEADER Replacement System, dated November 30, 2007, including Addendum One, dated December 12, 2007, Addendum Two, dated February 25, 2008, Addendum Three, dated February 29, 2008, Addendum Four, dated March 5, 2008, Addendum Five, dated April 8, 2008, Addendum Six, dated May 1, 2008, Addendum Seven, dated June 30, 2008, Addendum Eight, dated August 15, 2008, and Addendum Nine, dated January 8, 2009
28. Exhibit S – CONTRACTOR’s Proposal for a LEADER Replacement System, dated May 15, 2008, including response to Addendum Seven, dated July 15, 2008, response to Addendum Eight, dated September 2, 2008, and response to Addendum Nine, dated February 9, 2009

In the event of a contradiction, conflict or inconsistency between prior specifications, requirements, and standards and a later CONSORTIUM-approved Deliverable, the contradiction, conflict, or inconsistency shall be resolved in favor of the latest CONSORTIUM-approved Deliverable, unless otherwise determined by CONSORTIUM.

From the Effective Date until September 1, 2017, LA COUNTY was a party to this Agreement. As of September 1, 2017, LA COUNTY assigned its rights and obligations under this Agreement to CONSORTIUM. As specifically noted in Paragraph 29 (Waiver), the award of this Agreement does not constitute a waiver by either party to this Agreement to enforce any right, obligation, term, defense, or provision that was in place from the Effective Date until September 1, 2017.”

5. 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 Three Hundred Eighty Thousand Ten Dollars (\$1,135,380,010). 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.”

6. 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 Two Million Three Hundred Twenty-Four Thousand Nine Hundred Sixty-Four Dollars (\$2,324,964), as applicable, in Schedule 2 of Exhibit W (Scope of Work for CalSAWS Cloud Enablement Project and Interim Maintenance and Operations).”

7. 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 Fifty-Four Million Nine Hundred Forty-Four Thousand One Hundred Seventy-Seven Dollars (\$254,944,177), as applicable, in Attachment 2 of Schedule 1 to Exhibit X (CalSAWS Maintenance and Operations Extension).”

8. Subparagraph 8.2.16 (CalSAWS Customer Service Center Project) to Subparagraph 8.2 (Maximum Contract Sums) of Paragraph 8 (Contract Sum) of the Agreement is added as follows:

“8.2.16 CalSAWS Customer Service Center Project

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 Fourteen Million Seven Hundred Twenty Thousand Four Hundred Dollars (\$14,720,400), as applicable, in Schedule 1 of Exhibit AC (Statement of Work for CalSAWS Customer Service Center Project).”

9. 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)	\$32,481,490.86
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	\$36,628,591.72

10. Schedule J (CalSAWS Maintenance and Operations (“M&O”) Project) of Exhibit C (Schedule of Payments) 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)	\$254,944,176.90

CalSAWS M&O Project – Innovation Labs (Amendments Fifteen, Twenty-One)	\$3,324,555.68
Maximum Contract Sum for CalSAWS M&O Project	\$258,268,732.58

11. Schedule N (CalSAWS Customer Service Center Project) is added to Exhibit C (Schedule of Payments) as follows:

Schedule N	
CalSAWS Customer Service Center Project	
Description	Maximum Total Price (USD)
CalSAWS Customer Service Center Project (Amendment Twenty-Four)	\$14,720,400.07
Maximum Contract Sum for CalSAWS Customer Service Center Project	\$14,720,400.07

12. Attached as Attachment 4 to this Amendment Number Twenty-Four to the Agreement, and incorporated into the Agreement by this reference, is Schedule 15 (Statement of Work for CalSAWS Customer Service Center Project) to Exhibit X (CalSAWS M&O Extension), which includes the following schedules:

- Schedule 1 (Contractor Assumptions)
- Schedule 2 (CalSAWS Customer Service Center Pricing Schedule)
- Schedule 3 (CalSAWS Customer Service Center Functional Design Business Process Flows)
- Schedule 4 (CalSAWS Customer Service Center Software Specifications)
- Schedule 5 (CalSAWS Customer Service Center Compute Resource Specifications)
- Schedule 6 (CalSAWS Customer Service Center Solution Requirements)

13. The list of Schedules on Page 1 of Exhibit X (CalSAWS M&O Extension) is hereby deleted in its entirety and replaced as follows:

“Schedule 1 (Statement of Work for CalSAWS Maintenance and Operations Project)
 Schedule 2 (Statement of Work for CalSAWS DD&I Project)
 Schedule 3 (Schedule of Payments)
 Schedule 4 (Services To Be Performed in GDN – Security, Access and Technology Requirements)
 Schedule 5 (Accenture plc Performance Guarantee)
 Schedule 6 (Performance Bond)
 Schedule 7 (Performance Requirements)

Schedule 8 (CONTRACTOR Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement and Assignment and Transfer of Copyright)
Schedule 9 (CONTRACTOR and Subcontractor Staff Criminal Conviction Notice and Certification)
Schedule 10 (Required Subcontract Provisions)
Schedule 11 (CONTRACTOR's EEO Certification)
Schedule 12 (IRS Notice 1015)
Schedule 13 (Statement of Work for CalSAWS Imaging Project)
Schedule 14 (Statement of Work for CalSAWS Analytics Cloud Enablement Project)
Schedule 15 (Statement of Work for CalSAWS Customer Service Center Project)"

14. Subparagraph 1.1 of Exhibit X (CalSAWS M&O Extension) is hereby deleted in its entirety and replaced as follows:

"1.1 INTERPRETATION:

This document, together with the Schedules attached hereto, is referred to as and form the "CalSAWS M&O Extension". In the event of any contradiction, conflict, or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any Task, Subtask, Deliverable, good or service, between the CalSAWS M&O Extension and the Schedules, or between Schedules, such contradiction, conflict, or inconsistency shall be resolved by giving precedence first to the CalSAWS M&O Extension (excluding the Schedules), and then to the Schedules according to the following priority:

1. Schedule 1 – Statement of Work for CalSAWS Maintenance & Operations Project
2. Schedule 2 – Statement of Work for CalSAWS DD&I Project
3. Schedule 13 – Statement of Work for CalSAWS Imaging Project
4. Schedule 14 – Statement of Work for CalSAWS Analytics Cloud Enablement Project
5. Schedule 15 - Statement of Work for CalSAWS Customer Service Center Project
6. Schedule 3 – Schedule of Payments
7. Schedule 7 – Performance Requirements
8. Schedule 4 -- Services To Be Performed in GDN – Security, Access and Technology Requirements
9. Schedule 5 – Accenture plc Performance Guarantee
10. Schedule 6 – Performance Bond
11. Schedule 8 – CONTRACTOR Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement and Assignment and Transfer of Copyright
12. Schedule 9 – CONTRACTOR and Subcontractor Staff Criminal Conviction Notice and Certification
13. Schedule 10 – Required Subcontract Provisions

14. Schedule 11 – CONTRACTOR’s EEO Certification
15. Schedule 12 – IRS Notice 1015

In the event of a contradiction, conflict or inconsistency between the CalSAWS M&O Extension and a later CONSORTIUM-approved Deliverable, the contradiction, conflict, or inconsistency shall be resolved in favor of the latest CONSORTIUM-approved Deliverable, unless otherwise determined by CONSORTIUM.”

15. Schedule I (CalSAWS Cloud Enablement Project and Interim Maintenance and Operations) 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 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)	\$32,481,490.86
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	\$36,628,591.72

16. 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)	\$254,944,176.90
CalSAWS M&O Project – Innovation Labs (Amendments Fifteen, Twenty-One)	\$3,324,555.68
Maximum Contract Sum for CalSAWS M&O Project	\$258,268,732.58

17. Schedule N (CalSAWS Customer Service Center Project) is added to Schedule 3 (Schedule of Payments) of Exhibit X (CalSAWS Maintenance and Operations (“M&O”) Extension) as follows:

Schedule N	
CalSAWS Customer Service Center Project	
Description	Maximum Total Price (USD)
CalSAWS Customer Service Center Project (Amendments Twenty-Four)	\$14,720,400.07
Maximum Contract Sum for CalSAWS Customer Service Center Project	\$14,720,400.07

18. 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-FOUR

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

ACCENTURE, LLP

Dated: _____

By: _____
DocuSigned by:
Seth Richman
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Name: Seth Richman

Title: CalSAWS Project Director

CALSAWS CONSORTIUM

Dated: _____

By: _____
DocuSigned by:
Michael Sylvester
D441979878D9472...
Michael Sylvester, Consortium Chair

By: _____
DocuSigned by:
Michael Hall
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Kronick Moskowitz Tiedemann & Girard,
Consortium Legal Counsel

By: _____
DocuSigned by:
John Boule
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John Boule, Consortium Executive
Director