

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

Amendment Number Sixteen

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 Sixteen is effective as of September 13, 2019 (the "Effective Date") and amends the Agreement.

RECITALS

WHEREAS, the CONSORTIUM has allotted premise funding that can be used towards funding additional hours for the R&A Change Budget for automation related to the Disaster CalFresh program.

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

1. 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, and 8.2.3.1 and 8.2.4 (Regulatory & Administrative Change Budget Services), and 8.2.5 (County Purchases)] for this Agreement during the Initial Term, shall not exceed One Billion, Fifty-Five Million, Nine Hundred Twenty-Four Thousand, Five Hundred and Three Dollars (\$1,055,924,503). 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."

2. 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:

“8.2.4 Regulatory & Administrative Change Budget Services

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 Sixty-Eight Million, Seven Hundred Nineteen Thousand, Seven Hundred and Eighty-Nine Dollars (\$68,719,789) as applicable, in Schedule D (Regulatory & Administrative Change Budget Services) of Exhibit C (Schedule of Payments).”

3. Schedule D (Regulatory & Administrative Change Budget Services) of Exhibit C (Schedule of Payments) is deleted in its entirety and replaced by the attached Schedule D (Regulatory & Administrative Change Budget Services) which is hereby incorporated into the Agreement.

[Intentionally left blank. Schedule D is on the following page]

Schedule D	
Regulatory & Administrative Change Budget Services	
Description	Maximum Total Price (USD)
Application Software Changes and Related Services (Amendment One)	\$15,265,804.00
Premise Funding for Senate Bill 1341: Medi-Cal Statewide Automated Welfare System (Amendment Two)	\$9,442,336.00
CalFresh Reporting Simplification: Eliminate Change Reporting (Amendment Two)	\$350,000.00
Premise Funding for SAWS/CalHEERS Interface Development (Amendment Three)	\$5,544,000.00
Premise Funding for Approved Relative Caregivers (ARC) Program (Amendment Three)	\$1,650,000.00
Premise Funding for Horizontal Integration (Amendment Three)	\$82,500.00
Regulatory and Administrative Changes (Amendment Four)	\$3,000,000.00
Premise Funding for ABAWD Automation (Amendment Four)	\$1,019,700.00
Premise Funding for SAWS/CalHEERS Interface Development (Amendment Five)	\$5,544,000.00
Premise Funding for Maximum Family Grant (MFG) Repeal (Amendment Five)	\$206,250.00
Premise Funding for Homeless Assistance Program (Amendment Five)	\$181,500.00
Premise Funding for Continuum of Care Reform (Amendment Five)	\$2,108,170.00
Premise Funding for Inter-County Transfer SB 1339 (Amendment Five)	\$500,000.00
Premise Funding for Consumer Credit Report Automation SB 1232 (Amendment Five)	\$13,695.00
Premise Funding for Overpayments - CalWORKs Reporting AB 2062 (Amendment Five)	\$216,975.00
Premise Funding for Improving Participation for the Elderly and Disabled (IPED) Program (Amendment Five)	\$49,500.00
Premise Funding for Electronic Benefit Transfer (EBT) Project - Los Angeles County (Amendment Five)	\$116,420.00
Premise Funding for Electronic Benefit Transfer (EBT) Project LRS Consortium (Amendment Five)	\$270,600.00
Application Software Changes and Related Services (Amendment Six)	\$1,999,956.00
Video Conferencing (Amendment Seven)	\$652,174.00
CalWIN User Lab Technical Support (Amendment Eight)	\$135,024.00
Diaper Assistance (Amendment Nine)	\$247,950.00
CalHEERS Interface SFY 18/19 (Amendment Nine)	\$5,447,061.00
Premise Funding for Improving Participation for the Elderly and Disabled (IPED) Program (Amendment Eleven)	\$465,102.00
Premise Funding for Child Support Program SB 380 (Amendment Eleven)	\$936,990.00
Premise Funding for AB 1811 - SSI Cash Out (Amendment Twelve)	\$3,913,260.00
Premise Funding for CalHEERS Interface SFY 19/20 (Amendment Fourteen)	\$5,298,372.00
Premise Funding for SB 1341 Maintenance SFY 19/20 (Amendment Fourteen)	\$1,733,076.00
Premise Funding for ABAWD Phase 2 (Amendment Fourteen)	\$550,224.00
Premise Funding for Disaster CalFresh Automation (Amendment Sixteen)	\$1,779,150.00
Maximum Contract Sum for R&A Change Budget Services	\$68,719,789.00

The scope of Work, CONTRACTOR and CONSORTIUM responsibilities, estimated resources, hours, assumptions, constraints, and schedule for the above will be approved by the CONSORTIUM Executive Director. Such Regulatory & Administrative Change Budget Services will be invoiced and paid in accordance with the Agreement, including as set forth in Subparagraph 9.2 (Invoices and Payment for Regulatory & Administrative Change Budget Services) of the Base Agreement.

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AMENDMENT NUMBER SIXTEEN

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

ACCENTURE, LLP

Dated: 9-12-19
By: [Signature]
Name: Seth Richman
Title: Managing Director

CALSAWS CONSORTIUM

Dated: 09/13/2019
By: [Signature]
Barry Zimmerman, Consortium Chair
By: [Signature]
Kronick Moskowitz Tiedemann & Girard,
Consortium Legal Counsel
By: [Signature]
John Boule, Consortium Executive
Director