

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

Amendment Number Twenty-One

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-One is effective as of **March 27, 2020** (the “Effective Date”) and amends the Agreement.

RECITALS

WHEREAS, the Parties approved Amendment Number Thirteen to the Agreement on February 28, 2019 for the design, development, implementation, and Cloud enablement of CalSAWS; and

WHEREAS, the Parties now mutually agree upon requirements, scope, effort, and pricing for the CalSAWS Analytics Cloud Enablement Project to re-platform the LRS and identified C-IV State and Management reports currently built on the Oracle platform to an AWS cloud-hosted architecture, and such project is anticipated to commence in May 2020 and complete in January 2022; 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-One and incorporated into the Agreement by this reference is Exhibit AA (Statement of Work for CalSAWS Analytics Cloud Enablement Project), which includes the following schedules:
 - Schedule 1 (Requirements for CalSAWS Analytics Cloud Enablement Project)
 - Schedule 2 (Contractor Assumptions)
 - Schedule 3 (CalSAWS Analytics Cloud Enablement Pricing Schedule)
 - Schedule 4 (CalSAWS Analytics Cloud Enablement Compute Resource Specifications)
 - Schedule 5 (Software Specifications)
2. 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 21, 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, and AA 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 V – Statement of Work for CalSAWS Cloud Enablement Project - Bridge
6. Exhibit Y – Services To Be Performed in GDN – Security, Access and Technology Requirements
7. Exhibit T – Scope of Work for CalACES Cloud Enablement Proof of Concept Project
8. Exhibit A – Statement of Work
9. Exhibit B – Statement of Requirements
10. Exhibit C – Schedule of Payments
11. Exhibit D – Accenture plc Performance Guarantee
12. Exhibit E – Pre-Existing Software Components
13. Exhibit F – Certain LRS Components as of the Effective Date
14. Exhibit G – Estimates, Quantities and Assumptions
15. Exhibit H – Work Acceptance Certificate
16. Exhibit I – Performance Bond

17. Exhibit J – CONTRACTOR Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement and Assignment and Transfer of Copyright
18. Exhibit K – CONTRACTOR and Subcontractor Staff Criminal Conviction Notice and Certification
19. Exhibit L – Required Subcontract Provisions
20. Exhibit M – Intentionally Omitted
21. Exhibit N – CONTRACTOR’s EEO Certification
22. Exhibit O – Jury Service Ordinance
23. Exhibit P – IRS Notice 1015
24. Exhibit Q – Safely Surrendered Baby Law
25. 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
26. 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.”

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 hereby 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-Three Million, Two Hundred Ninety-Seven Thousand, Twenty-Six Dollars (\$1,053,297,026). 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 8.2.1 (Deliverables) of Subparagraph 8.2 (Maximum Contract Sums) of Paragraph 8 (Contract Sum) is hereby deleted in its entirety and replaced as follows:

“8.2.1 Deliverables.

The Maximum Contract Sum for Deliverables [CONTRACTOR’s total consideration for all Work hereunder, including all applicable taxes and transportation charges, for all Deliverables to be provided under Tasks 1 (Project Administration) through Task 15 (Phase 3 (Operational Phase)) of Exhibit A (Statement of Work)] for this Agreement, shall not exceed One Hundred Million, Two Hundred Nineteen Thousand, Four Hundred Eighty-One Dollars (\$100,219,481).

The Maximum Contract Sum for the CalSAWS Deliverables [CONTRACTOR’s total consideration for all Work in Exhibit U (Scope of Work for CalSAWS Design, Development and Implementation), including all applicable taxes and transportation charges, for all Deliverables and Facilities to be provided under Exhibit U (Scope of Work for CalSAWS Design, Development and Implementation)] for this Agreement, shall not exceed One Hundred Twenty-One Million, Ninety-Eight Thousand, Three Hundred Ninety-One Dollars (\$121,098,391).

5. Subparagraph 8.2.2.1 of Subparagraph 8.2.2 (Management and Operations Services) of Subparagraph 8.2 (Maximum Contract Sums) of Paragraph 8 (Contract Sum) is hereby deleted in its entirety and replaced as follows:

“8.2.2.1 The Maximum Contract Sum for Management and Operations Services (excluding CalSAWS M&O) [CONTRACTOR’s total consideration for all Work hereunder, including all applicable taxes and transportation charges, for Management and Operations Services] for this Agreement during the Initial Term, shall not exceed Three Hundred Eighteen Million, Five Hundred Twelve Thousand, Seventy-Four Dollars (\$318,512,074).”

6. Subparagraph 8.2.3.1 of Subparagraph 8.2.3 (Application Software Modifications and/or Enhancements During Phase 2 (Performance Verification Phase) and Phase 3 (Operational Phase)) of Subparagraph 8.2 (Maximum Contract Sums) of Paragraph 8 (Contract Sum) is hereby deleted in its entirety and replaced as follows:

“8.2.3.1 The Maximum Contract Sum for Application Software Modifications and/or Enhancements [CONTRACTOR’s total consideration for all Work hereunder, including all applicable taxes and transportation charges, for Application Software Modifications and/or Enhancements as required hereunder for this Agreement during Phase 2 (Performance Verification Phase) and Phase 3 (Operational Phase)], shall not exceed Fifty-Four Million, Six Hundred Twenty-Four Thousand, Three Hundred Seventy-Nine Dollars (\$54,624,379).”

7. Subparagraph 8.2.3.2 of Subparagraph 8.2.3 (Application Software Modifications and/or Enhancements During Phase 2 (Performance Verification Phase) and Phase 3 (Operational Phase)) of Subparagraph 8.2 (Maximum Contract Sums) of Paragraph 8 (Contract Sum) is hereby deleted in its entirety and replaced as follows:

“8.2.3.2 This subparagraph 8.2.3.2 is intentionally omitted.”

8. Subparagraph 8.2.3.3 of Subparagraph 8.2.3 (Application Software Modifications and/or Enhancements During Phase 2 (Performance Verification Phase) and Phase 3 (Operational Phase)) of Subparagraph 8.2 (Maximum Contract Sums) of Paragraph 8 (Contract Sum) is hereby deleted in its entirety and replaced as follows:

“8.2.3.3 CONTRACTOR shall be reimbursed for only those Application Software Modifications and/or Enhancements which have had prior CONSORTIUM approval and for which CONSORTIUM has approved completed Deliverables, provided that CONTRACTOR shall not be reimbursed for, and shall not include in its invoices, any person hours regarding: (i) an M&E Request, including any person hours for preparing, providing, and presenting any response to such M&E Request, applicable to the period

prior to CONSORTIUM approval of the related M&E Proposal, or (ii) any M&O Services provided to support Application Software Modifications and/or Enhancements Services. CONTRACTOR's invoices submitted for such Work shall include an accounting of such CONSORTIUM-approved Application Software Modifications and/or Enhancements, and such completed Deliverables, together with the number of person hours and the Fixed Hourly Rate Price for such Work; provided that the total amount invoiced by CONTRACTOR for such Work for each M&E Proposal approved by CONSORTIUM shall not be more than the maximum, not-to-exceed price in such M&E Proposal. The Fixed Hourly Rate Price is shown on Schedule C (Application Software Modifications and/or Enhancements Prices During Phase 2 (Performance Verification Phase) and Phase 3 (Operational Phase)), as applicable, of Exhibit C (Schedule of Payments)."

9. Subparagraph 8.2.7 (CalSAWS Design, Development and Implementation) to Subparagraph 8.2 (Maximum Contract Sums) of Paragraph 8 (Contract Sum) is hereby deleted in its entirety and replaced as follows:

"8.2.7 CalSAWS Design, Development and Implementation

The Maximum Contract Sum for CalSAWS DD&I Services [CONTRACTOR's total consideration for all Work hereunder, including all applicable taxes and transportation charges for the CalSAWS DD&I Services] for this Agreement during the Initial Term, shall not exceed One Hundred Fifty-Three Million, Three Hundred Thirty-Eight Thousand, Eight Hundred and Seven Dollars (\$153,338,807.00), as applicable, in Schedule 2 of Exhibit U (Scope of Work for CalSAWS Design, Development and Implementation)."

10. Subparagraph 8.2.9 (CalSAWS Cloud Enablement Project) to Subparagraph 8.2 (Maximum Contract Sums) of Paragraph 8 (Contract Sum) is hereby deleted in its entirety and replaced as follows:

"8.2.9 CalSAWS Cloud Enablement Project

The Maximum Contract Sum for CalSAWS Cloud Enablement Project [CONTRACTOR's total consideration for all Work hereunder, including all applicable taxes and transportation charges for the CalSAWS Cloud Enablement Project] for this Agreement during the Initial Term, shall not exceed Thirty Million, One Hundred Fifty-Six Thousand, Five Hundred Twenty-Seven Dollars (\$30,156,527), as applicable, in Schedule 2 of Exhibit W (Scope of Work for CalSAWS Cloud Enablement Project and Interim Maintenance and Operations)."

11. 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, Eight Hundred Ten Thousand, and Eighty-Three Dollars (\$2,810,083), as applicable, in Schedule 2 of Exhibit W (Scope of Work for CalSAWS Cloud Enablement Project and Interim Maintenance and Operations).”

12. 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-Eight Million, Eight Hundred Fifty-Five Thousand, Eight Hundred and Sixty-Eight Dollars (\$258,855,868), as applicable, in Attachment 2 of Schedule 1 to Exhibit X (CalSAWS Maintenance and Operations Extension).”

13. Subparagraph 8.2.14 (CalSAWS Analytics Cloud Enablement Project) to Subparagraph 8.2 (Maximum Contract Sums) of Paragraph 8 (Contract Sum) of the Agreement is added as follows:

“8.2.14 CalSAWS Analytics Cloud Enablement Project

The Maximum Contract Sum for the CalSAWS Analytics Cloud Enablement Project [CONTRACTOR’s total consideration for all Work hereunder, including all applicable taxes and transportation charges for the CalSAWS Analytics Cloud Enablement Project] for this Agreement during the Initial Term, shall not exceed \$18,019,250.00 as applicable, in Schedule 3 of Exhibit AA (Statement of Work for CalSAWS Analytics Cloud Enablement Project).”

14. Schedule B (Management and Operations Services Prices During Initial Term) of Exhibit C (Schedule of Payments) is hereby deleted in its entirety and replaced as follows:

Schedule B		
Management and Operations Services Prices During Initial Term		
Management and Operations Services	Fixed Monthly Rate Price	Maximum Annual Price
<i>I. Phase 1 (Design/Development/Implementation Phase)</i>		
Contract Year 1	\$3,992,132.92	\$47,905,595
Contract Year 2	\$2,746,938.92	\$32,963,267
Contract Year 3	\$3,594,497.50	\$43,133,970
Contract Year 4	\$3,737,471.08	\$44,849,653
<i>II. Phase 2 (Performance Verification Phase)</i>		
Contract Year 5 (first six (6) months)	\$3,240,673.50	\$19,444,041
<i>III. Phase 3 (Operational Phase)</i>		
Contract Year 5 (second six (6) months)	\$2,818,453.83	\$16,910,723
Contract Year 6	\$2,892,160.58	\$34,705,927
Contract Year 7	\$2,688,902.92	\$32,266,835
Contract Year 8 (first three (3) months)	\$2,652,213.20	\$7,956,640
Contract Year 8 (last nine (9) months)	\$1,986,777.44	\$17,880,997
Contract Year 9 (first eleven (11) months)	\$1,863,129.64	\$20,494,426
Contract Year 9 (last (1) month)	\$0	\$0
Contract Year 10	\$0	\$0
Contract Year 11	\$0	\$0

Subtotal Phase 1 (Design/Development/Implementation Phase)	\$168,852,485
Subtotal Phase 2 (Performance Verification Phase)	\$19,444,041
Subtotal Phase 3 (Operational Phase)	\$130,215,548
Maximum Contract Sum for Management and Operations Services	\$318,512,074

15. Schedule C (Application Software Modifications and/or Enhancements Prices During Phase 2 (Performance Verification Phase) and Phase 3 (Operational Phase)) of Exhibit C (Schedule of Payments) is hereby deleted in its entirety and replaced as follows:

Schedule C	
Application Software Modifications and/or Enhancements Prices During Phase 2 (Performance Verification Phase) and Phase 3 (Operational Phase)	
Application Software Modifications and/or Enhancements	Fixed Hourly Rate Price
<i>I. Phase 2 (Performance Verification Phase)</i>	
Application Software Modifications and/or Enhancements Fixed Hourly Rate Price	
Contract Year 5 (first six (6) months)	\$113
<i>II. Phase 3 (Operational Phase)</i>	
Application Software Modifications and/or Enhancements Fixed Hourly Rate Price	
Contract Year 5 (second six (6) months)	\$113
Contract Year 6	\$113
Contract Year 7	\$114
Contract Year 8	\$117
Contract Year 9 (first eleven (11) months)	\$121
Contract Year 9 (last one (1) month)	\$0
Contract Year 10	\$0
Contract Year 11	\$0

Maximum Contract Sum for Application Software Modifications and/or Enhancements	\$54,624,379
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16. Schedule C-EXT (Application Software Modifications and/or Enhancements Prices During Any Extended Term) of Schedule C (Schedule of Payments) is hereby deleted in its entirety.

17. Schedule G (CalSAWS Design, Development and Implementation (DD&I) Project) of Exhibit C (Schedule of Payments) is hereby deleted in its entirety and replaced as follows:

Schedule G	
CalSAWS Design, Development and Implementation (DD&I) Project	
Description	Maximum Total Price (USD)
CalSAWS DD&I Project (Amendments Thirteen, Twenty-One)	\$153,338,807.00
Maximum Contract Sum for CalSAWS DD&I Project	\$153,338,807.00

18. 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)	\$32,966,610.29
CalSAWS Cloud Enablement Project and Interim Maintenance and Operations – Innovation Labs (Amendments Fifteen, Twenty-One)	\$4,371,698.40
Maximum Contract Sum for CalSAWS Cloud Enablement Project and Interim Maintenance and Operations	\$37,338,308.69

19. 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)	\$258,855,868.11
CalSAWS M&O Project – Innovation Labs (Amendments Fifteen, Twenty-One)	\$3,324,555.68
Maximum Contract Sum for CalSAWS M&O Project	\$262,180,423.79

20. Schedule L (CalSAWS Analytics Cloud Enablement Project) is added to Exhibit C (Schedule of Payments) as follows:

Schedule L	
CalSAWS Analytics Cloud Enablement Project	
Description	Maximum Total Price (USD)
CalSAWS Analytics Cloud Enablement Project (Amendment Twenty-One)	\$18,019,250.00
Maximum Contract Sum for CalSAWS Analytics Cloud Enablement Project	\$18,019,250.00

21. Attached as Attachment 2 to this Amendment Number Twenty-One to the Agreement, and incorporated into the Agreement by this reference, is Schedule 14 (Statement of Work for CalSAWS Analytics Cloud Enablement Project) to Exhibit X (CalSAWS M&O Extension), which includes the following attachments:

- Attachment 1 (Requirements for CalSAWS Analytics Cloud Enablement Project)
- Attachment 2 (Contractor Assumptions)
- Attachment 3 (CalSAWS Analytics Cloud Enablement Pricing Schedule)
- Attachment 4 (CalSAWS Analytics Cloud Enablement Compute Resource Specifications)
- Attachment 5 (Software Specifications)

22. 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)”

23. 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 3 – Schedule of Payments
6. Schedule 7 – Performance Requirements
7. Schedule 4 -- Services To Be Performed in GDN – Security, Access and Technology Requirements
8. Schedule 5 – Accenture plc Performance Guarantee
9. Schedule 6 – Performance Bond
10. Schedule 8 – CONTRACTOR Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement and Assignment and Transfer of Copyright
11. Schedule 9 – CONTRACTOR and Subcontractor Staff Criminal Conviction Notice and Certification
12. Schedule 10 – Required Subcontract Provisions
13. Schedule 11 – CONTRACTOR’s EEO Certification
14. 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.”

24. Schedule B (Management and Operations Services Prices During Initial Term) 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 B		
Management and Operations Services Prices During Initial Term		
Management and Operations Services	Fixed Monthly Rate Price	Maximum Annual Price
<i>I. Phase 1 (Design/Development/Implementation Phase)</i>		
Contract Year 1	\$3,992,132.92	\$47,905,595
Contract Year 2	\$2,746,938.92	\$32,963,267
Contract Year 3	\$3,594,497.50	\$43,133,970
Contract Year 4	\$3,737,471.08	\$44,849,653
<i>II. Phase 2 (Performance Verification Phase)</i>		
Contract Year 5 (first six (6) months)	\$3,240,673.50	\$19,444,041
<i>III. Phase 3 (Operational Phase)</i>		
Contract Year 5 (second six (6) months)	\$2,818,453.83	\$16,910,723
Contract Year 6	\$2,892,160.58	\$34,705,927
Contract Year 7	\$2,688,902.92	\$32,266,835
Contract Year 8 (first three (3) months)	\$2,652,213.20	\$7,956,640
Contract Year 8 (last nine (9) months)	\$1,986,777.44	\$17,880,997
Contract Year 9 (first eleven (11) months)	\$1,863,129.64	\$20,494,426
Contract Year 9 (last (1) month)	\$0	\$0
Contract Year 10	\$0	\$0
Contract Year 11	\$0	\$0

Subtotal Phase 1 (Design/Development/Implementation Phase)	\$168,852,485
Subtotal Phase 2 (Performance Verification Phase)	\$19,444,041
Subtotal Phase 3 (Operational Phase)	\$130,215,548
Maximum Contract Sum for Management and Operations Services	\$318,512,074

25. Schedule C (Application Software Modifications and/or Enhancements Prices During Phase 2 (Performance Verification Phase) and Phase 3 (Operational Phase)) 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 C	
Application Software Modifications and/or Enhancements Prices During Phase 2 (Performance Verification Phase) and Phase 3 (Operational Phase)	
Application Software Modifications and/or Enhancements	Fixed Hourly Rate Price
<i>I. Phase 2 (Performance Verification Phase)</i>	
Application Software Modifications and/or Enhancements Fixed Hourly Rate Price	
Contract Year 5 (first six (6) months)	\$113
<i>II. Phase 3 (Operational Phase)</i>	
Application Software Modifications and/or Enhancements Fixed Hourly Rate Price	
Contract Year 5 (second six (6) months)	\$113
Contract Year 6	\$113
Contract Year 7	\$114
Contract Year 8	\$117
Contract Year 9 (first eleven (11) months)	\$121
Contract Year 9 (last one (1) month)	\$0
Contract Year 10	\$0
Contract Year 11	\$0
Maximum Contract Sum for Application Software Modifications and/or Enhancements	\$54,624,379

26. Schedule C-EXT (Application Software Modifications and/or Enhancements Prices During Any Extended Term) of Schedule 3 (Schedule of Payments) to Exhibit X (CalSAWS Maintenance and Operations ("M&O") Extension) is hereby deleted in its entirety.

27. Schedule G (CalSAWS Design, Development and Implementation (DD&I) 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 G	
CalSAWS Design, Development and Implementation (DD&I) Project	
Description	Maximum Total Price (USD)
CalSAWS DD&I Project (Amendments Thirteen, Twenty-One)	\$153,338,807.00
Maximum Contract Sum for CalSAWS DD&I Project	\$153,338,807.00

28. Schedule I (CalSAWS Cloud Enablement Project and Interim Maintenance and Operations) 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 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)	\$32,966,610.29
CalSAWS Cloud Enablement Project and Interim Maintenance and Operations – Innovation Labs (Amendments Fifteen, Twenty-One)	\$4,371,698.40
Maximum Contract Sum for CalSAWS Cloud Enablement Project and Interim Maintenance and Operations	\$37,338,308.69

29. 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)	\$258,855,868.11
CalSAWS M&O Project – Innovation Labs (Amendments Fifteen, Twenty-One)	\$3,324,555.68
Maximum Contract Sum for CalSAWS M&O Project	\$262,180,423.79

30. Schedule L (CalSAWS Analytics Cloud Enablement Project) of Schedule 3 (Schedule of Payments) to Exhibit X (CalSAWS Maintenance and Operations ("M&O") Extension) is added as follows:

Schedule L	
CalSAWS Analytics Cloud Enablement Project	
Description	Maximum Total Price (USD)
CalSAWS Analytics Cloud Enablement Project (Amendment Twenty-One)	\$18,019,250.00
Maximum Contract Sum for CalSAWS Analytics Cloud Enablement Project	\$18,019,250.00

31. Exhibit U (Statement of Work for CalSAWS Design, Development and Implementation ("DD&I") Project) inclusive of Schedule 1 (Contractor Assumptions), Schedule 2 (CalSAWS DD&I Pricing Schedule), and Schedule 3 (CalSAWS DD&I Statement of Requirements) is hereby deleted in its entirety and replaced with Attachment 3 to this Amendment Twenty-One the restated Exhibit U (Statement of Work for CalSAWS Design, Development and Implementation ("DD&I") Project) inclusive of Schedule 1 (Contractor Assumptions), Schedule 2 (CalSAWS DD&I Pricing Schedule), and Schedule 3 (CalSAWS DD&I Statement of Requirements).
32. 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), and Schedule 5 (IM&O Production Operations Specifications) is hereby deleted in its entirety and replaced with Attachment 4 to this Amendment Twenty-One 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), and Schedule 5 (IM&O Production Operations Specifications).

33. Exhibit Y (Work To Be Performed in GDN – Security, Access and Technology Requirements) is hereby deleted in its entirety and replaced with Attachment 5 to this Amendment Twenty-One the restated Exhibit Y (Work To Be Performed in GDN – Security, Access and Technology Requirements).
34. Exhibit X Schedule 1 (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 6 to this Amendment Twenty-One the restated Exhibit X Schedule 1 (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).
35. Schedule 4 (Work To Be Performed in GDN – Security, Access and Technology Requirements) to Exhibit X (CalSAWS Maintenance and Operations (“M&O”) Extension) is hereby deleted in its entirety and replaced with Attachment 7 to this Amendment Twenty-One the restated Schedule 4 (Work To Be Performed in GDN – Security, Access and Technology Requirements) to Exhibit X (CalSAWS Maintenance and Operations (“M&O”) Extension)
36. 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.”

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AMENDMENT NUMBER TWENTY-ONE

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

ACCENTURE, LLP

Dated: March 19, 2020

By: SRich

Name: Seth Richman

Title: Managing Director

CALSAWS CONSORTIUM

Dated: 3/21/2020

By: [Signature]
Michael Sylvester, Acting Consortium
Chair

By: [Signature]
Kronick Moskowitz Tiedemann & Girard,
Consortium Legal Counsel

By: [Signature]
John Boule, Consortium Executive
Director