

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

Amendment Number Twenty-Two

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-Two is effective as of May 29, 2020 (the “Effective Date”) and amends the Agreement.

RECITALS

WHEREAS, Exhibit X Schedule 2 (Statement of Work for CalSAWS Design, Development and Implementation (“DD&I”) Project) was inadvertently not included in Amendment 21 to this Agreement, and

WHEREAS, the schedule for design activities for the CalSAWS Imaging Project has been revised and requires a revision to both Exhibit Z (Statement of Work for CalSAWS Imaging Project) and to Schedule 13 (Statement of Work for CalSAWS Imaging Project) to Exhibit X (CalSAWS M&O Extension); and

WHEREAS, Exhibit W (Statement of Work for CalSAWS Cloud Enablement Project and Interim Maintenance and Operations) has been revised to update the effort and pricing for Innovation Lab services for State Fiscal Year 2019/20; and

WHEREAS, the parties mutually agree upon the scope, effort, and pricing for the CalSAWS Customer Service Center Functional Design Project for performing research and planning activities for future review sessions for customer service center-related requirements.

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

1. Exhibit Z (Statement of Work for CalSAWS Imaging Project) inclusive of Schedule 1 (Contractor Assumptions), Schedule 2 (CalSAWS Imaging Solution Pricing Schedule), Schedule 3 (CalSAWS Imaging Function Design Business Process Flows), Schedule 4 (CalSAWS Imaging Hardware/Software Specifications), and Schedule 5 (CalSAWS

Imaging Solution Requirements) is hereby deleted in its entirety and replaced with Attachment 1 to this Amendment Twenty-Two the Restated Exhibit Z (Statement of Work for CalSAWS Imaging Project) inclusive of Schedule 1 (Contractor Assumptions), Schedule 2 (CalSAWS Imaging Solution Pricing Schedule), Schedule 3 (CalSAWS Imaging Function Design Business Process Flows), Schedule 4 (CalSAWS Imaging Hardware/Software Specifications), and Schedule 5 (CalSAWS Imaging Solution Requirements).

2. Schedule 13 (Statement of Work for CalSAWS Imaging Project) to Exhibit X (CalSAWS M&O Extension), inclusive of Attachment 1 (Contractor Assumptions), Attachment 2 (CalSAWS Imaging Solution Pricing Schedule), Attachment 3 (CalSAWS Imaging Function Design Business Process Flows), Attachment 4 (CalSAWS Imaging Hardware/Software Specifications), and Attachment 5 (CalSAWS Imaging Solution Requirements) is hereby deleted in its entirety and replaced with Attachment 2 to this Amendment Twenty-Two the Restated Schedule 13 (Statement of Work for CalSAWS Imaging Project) to Exhibit X (CalSAWS M&O Extension), inclusive of Attachment 1 (Contractor Assumptions), Attachment 2 (CalSAWS Imaging Solution Pricing Schedule), Attachment 3 (CalSAWS Imaging Function Design Business Process Flows), Attachment 4 (CalSAWS Imaging Hardware/Software Specifications), and Attachment 5 (CalSAWS Imaging Solution Requirements).
3. Exhibit X Schedule 2 (Statement of Work for CalSAWS Design, Development and Implementation (“DD&I”) Project) inclusive of Attachment 1 (Contractor Assumptions), Attachment 2 (CalSAWS DD&I Pricing Schedule), and Attachment 3 (CalSAWS DD&I Statement of Requirements) is hereby deleted in its entirety and replaced with Attachment 3 to this Amendment Twenty-Two the Restated Exhibit X Schedule 2 (Statement of Work for CalSAWS Design, Development and Implementation (“DD&I”) Project) inclusive of Attachment 1 (Contractor Assumptions), Attachment 2 (CalSAWS DD&I Pricing Schedule), and Attachment 3 (CalSAWS DD&I Statement of Requirements).
4. 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).

5. Attached as Attachment 5 to this Amendment Number Twenty-Two and incorporated into the Agreement by this reference is Exhibit AB (Statement of Work for CalSAWS Customer Service Center Functional Design Project), which includes Schedule 1 (Pricing Schedule).
6. 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 22, 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, and AB 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 AB – Statement of Work for CalSAWS Customer Service Center Functional Design Project
6. Exhibit V – Statement of Work for CalSAWS Cloud Enablement Project - Bridge
7. Exhibit Y – Services To Be Performed in GDN – Security, Access and Technology Requirements
8. Exhibit T – Scope of Work for CalACES Cloud Enablement Proof of Concept Project
9. Exhibit A – Statement of Work
10. Exhibit B – Statement of Requirements

11. Exhibit C – Schedule of Payments
12. Exhibit D – Accenture plc Performance Guarantee
13. Exhibit E – Pre-Existing Software Components
14. Exhibit F – Certain LRS Components as of the Effective Date
15. Exhibit G – Estimates, Quantities and Assumptions
16. Exhibit H – Work Acceptance Certificate
17. Exhibit I – Performance Bond
18. Exhibit J – CONTRACTOR Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement and Assignment and Transfer of Copyright
19. Exhibit K – CONTRACTOR and Subcontractor Staff Criminal Conviction Notice and Certification
20. Exhibit L – Required Subcontract Provisions
21. Exhibit M – Intentionally Omitted
22. Exhibit N – CONTRACTOR’s EEO Certification
23. Exhibit O – Jury Service Ordinance
24. Exhibit P – IRS Notice 1015
25. Exhibit Q – Safely Surrendered Baby Law
26. 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
27. 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.”

7. 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 [REDACTED]

[REDACTED] 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.”

8. Subparagraph 8.2.10 (CalSAWS Innovation Lab) to Subparagraph 8.2 (Maximum Contract Sums) of Paragraph 8 (Contract Sum) is hereby deleted in its entirety and replaced as follows:

“8.2.10 CalSAWS Innovation Lab

The Maximum Contract Sum for the CalSAWS Innovation Lab [CONTRACTOR’s total consideration for all Work hereunder, including all applicable taxes and transportation charges for the CalSAWS Innovation Lab] for this Agreement during the Initial Term, shall not exceed [REDACTED]
[REDACTED] as applicable, in Schedule 2 of Exhibit W (Scope of Work for CalSAWS Cloud Enablement Project and Interim Maintenance and Operations) and Attachment 2 to Schedule 1 of Exhibit X (CalSAWS Maintenance and Operations Extension).”

9. Subparagraph 8.2.15 (CalSAWS Customer Service Center Functional Design Project) to Subparagraph 8.2 (Maximum Contract Sums) of Paragraph 8 (Contract Sum) of the Agreement is added as follows:

“8.2.15 CalSAWS Customer Service Center Functional Design Project

The Maximum Contract Sum for the CalSAWS Customer Service Center Functional Design Project [CONTRACTOR’s total consideration for all Work hereunder, including all applicable taxes and transportation charges for the CalSAWS Customer Service Center Functional Design Project] for this Agreement during the Initial Term, shall not exceed [REDACTED] as applicable, in Schedule 1 of Exhibit AB (Statement of Work for CalSAWS Customer Service Center Functional Design Project).”

10. 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)	[REDACTED]
CalSAWS Cloud Enablement Project and Interim Maintenance and Operations – Innovation Labs (Amendments Fifteen, Twenty-One, Twenty-Two)	[REDACTED]
Maximum Contract Sum for CalSAWS Cloud Enablement Project and Interim Maintenance and Operations	[REDACTED]

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

Schedule M	
CalSAWS Customer Service Center Functional Design Project	
Description	Maximum Total Price (USD)
CalSAWS Customer Service Center Functional Design Project (Amendment Twenty-Two)	
Maximum Contract Sum for CalSAWS Customer Service Center Functional Design Project	

12. 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)	
CalSAWS Cloud Enablement Project and Interim Maintenance and Operations – Innovation Labs (Amendments Fifteen, Twenty-One, Twenty-Two)	
Maximum Contract Sum for CalSAWS Cloud Enablement Project and Interim Maintenance and Operations	

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

Schedule M	
CalSAWS Customer Service Center Functional Design Project	
Description	Maximum Total Price (USD)
CalSAWS Customer Service Center Functional Design Project (Amendment Twenty-Two)	
Maximum Contract Sum for CalSAWS Customer Service Center Functional Design Project	

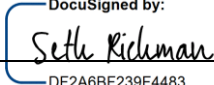
14. Except as specifically provided in this Amendment, all other terms and conditions of the Agreement are unchanged and remain in full force and effect. This Amendment is the complete and exclusive statement of the agreement between the parties relating to the subject matter of this Amendment and supersedes 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.

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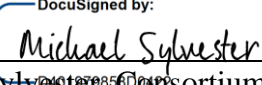


AMENDMENT NUMBER TWENTY-TWO

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

ACCENTURE, LLP

Dated: May 30, 2020
By:  DocuSigned by: Seth Richman
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Name: Seth Richman
Title: Managing Director

CALSAWS CONSORTIUM

Dated: June 3, 2020
By:  DocuSigned by: Michael Sylvester
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Michael Sylvester, Consortium Chair
By:  DocuSigned by: John Mitchell
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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