

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

Amendment Number Nineteen

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 Nineteen is effective as of February 14, 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 imaging system requirements for the CalSAWS Imaging Project; and

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

1. Attached to this Amendment Number 19 to the Agreement is Exhibit Z (Statement of Work for CalSAWS Imaging Project), which includes the following schedules:
 - 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)
 - Schedule 5 (CalSAWS Imaging Solution Requirements)
2. Subparagraph 1.1 (Interpretation) of Paragraph 1 (Applicable Documents and Definitions) of the Agreement is 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, 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 and Z attached hereto, and Exhibits R and S referenced below but not

attached hereto, form this Agreement. 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 and the Exhibits, or between Exhibits, such contradiction, conflict, or inconsistency shall be resolved by giving precedence first to the Base Agreement, 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 V – Statement of Work for CalSAWS Cloud Enablement Project - Bridge
5. Exhibit Y – Services To Be Performed in GDN – Security, Access and Technology Requirements
6. Exhibit T – Scope of Work for CalACES Cloud Enablement Proof of Concept Project
7. Exhibit A – Statement of Work
8. Exhibit B – Statement of Requirements
9. Exhibit C – Schedule of Payments
10. Exhibit D – Accenture plc Performance Guarantee
11. Exhibit E – Pre-Existing Software Components
12. Exhibit F – Certain LRS Components as of the Effective Date
13. Exhibit G – Estimates, Quantities and Assumptions
14. Exhibit H – Work Acceptance Certificate
15. Exhibit I – Performance Bond
16. Exhibit J – CONTRACTOR Employee Acknowledgement, Confidentiality, and Copyright Assignment Agreement and Assignment and Transfer of Copyright
17. Exhibit K – CONTRACTOR and Subcontractor Staff Criminal Conviction Notice and Certification
18. Exhibit L – Required Subcontract Provisions
19. Exhibit M – Intentionally Omitted
20. Exhibit N – CONTRACTOR's EEO Certification

21. Exhibit O – Jury Service Ordinance
22. Exhibit P – IRS Notice 1015
23. Exhibit Q – Safely Surrendered Baby Law
24. 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
25. 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 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, Seventy-Eight Million, Three Hundred Thirty-Five Thousand, Nine Hundred and Ninety-Eight Dollars (\$1,078,335,998). 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 8.2.13 (CalSAWS Imaging Project) to Subparagraph 8.2 (Maximum Contract Sums) of Paragraph 8 (Contract Sum) of the Agreement is added as follows:

“8.2.13 CalSAWS Imaging Project

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 Eighteen Million, Eight Hundred Nine Thousand, Six Hundred and Ninety-Six Dollars (\$18,809,696.00), as applicable, in Schedule 2 of Exhibit Z (Statement of Work for CalSAWS Imaging Project).

5. Schedule K (CalSAWS Imaging Project) of Exhibit C (Schedule of Payments) is added as follows:

Schedule K	
CalSAWS Imaging Project	
Description	Maximum Total Price (USD)
CalSAWS Imaging Project (Amendment Nineteen)	\$18,809,696.00
Maximum Contract Sum for CalSAWS Imaging Project	\$18,809,696.00

6. Schedule K (CalSAWS Imaging Project) of Schedule 3 (Schedule of Payments) to Exhibit X (CalSAWS Maintenance and Operations (“M&O”) Extension) is added as follows:

Schedule K	
CalSAWS Imaging Project	
Description	Maximum Total Price (USD)
CalSAWS Imaging Project (Amendment Nineteen)	\$18,809,696.00
Maximum Contract Sum for CalSAWS Imaging Project	\$18,809,696.00

7. Attached to this Amendment Number 19 to the Agreement is Schedule 13 (Statement of Work for CalSAWS Imaging Project) to Exhibit X (CalSAWS M&O Extension), which includes the following attachments:

- 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)
- Attachment 5 (CalSAWS Imaging Solution Requirements)

8. The list of Schedules on Page 1 of Exhibit X (CalSAWS M&O Extension) is 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)”

9. Subparagraph 1.1 of Exhibit X (CalSAWS M&O Extension) is 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 3 – Schedule of Payments
5. Schedule 7 – Performance Requirements
6. Schedule 4 -- Services To Be Performed in GDN – Security, Access and Technology Requirements
7. Schedule 5 – Accenture plc Performance Guarantee
8. Schedule 6 – Performance Bond
9. Schedule 8 – CONTRACTOR Employee Acknowledgment, Confidentiality, and Copyright Assignment Agreement and Assignment and Transfer of Copyright
10. Schedule 9 – CONTRACTOR and Subcontractor Staff Criminal Conviction Notice and Certification
11. Schedule 10 – Required Subcontract Provisions
12. Schedule 11 – CONTRACTOR’s EEO Certification
13. Schedule 12 – IRS Notice 1015

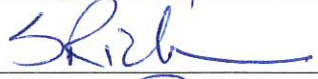
In the event of a contradiction, conflict or inconsistency between the CalSAWS M&O Extension and a later CONSORTIUM-approved Deliverable, the contradiction, conflict, or inconsistency shall be resolved in favor of the latest CONSORTIUM-approved Deliverable, unless otherwise determined by CONSORTIUM.”

[Intentionally left blank. Signature page is on the following page]

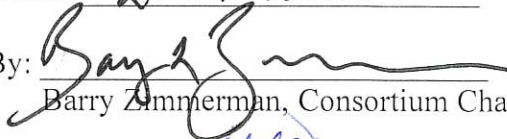

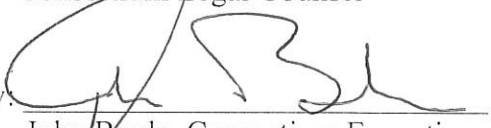
AMENDMENT NUMBER NINETEEN

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

ACCENTURE, LLP

Dated: Feb 14, 2020
By: 
Name: Seth Richman
Title: Managing Director

CALSAWS CONSORTIUM

Dated: 2-14-2020
By: 
Barry Zimmerman, Consortium Chair
By: 
Kronick Moskowitz Tiedemann & Girard,
Consortium Legal Counsel
By: 
John Boule, Consortium Executive
Director