

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

**Amendment Number Twenty-Eight**

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-Eight is effective as of September 10, 2021 (the “Effective Date”) and amends the Agreement.

**RECITALS**

WHEREAS, per Paragraph 5.3 and Paragraph 37 of the Agreement, the CONSORTIUM has executed a partial termination of the Agreement to remove the Central Print and Mail Fulfillment services that is planned to be effective August 28, 2021, pursuant to the CONSORTIUM’s notice dated May 12, 2021, which is attached to this Amendment Number Twenty-Eight as Attachment 1.

WHEREAS, the CONSORTIUM has requested the purchase of hardware, software, and related items and/or services for the CalSAWS Maintenance and Operations (“M&O”) Project.

WHEREAS, the CONSORTIUM has requested updates to production operations for the CalSAWS M&O Project.

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

1. 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 2 to this Amendment Twenty-Eight 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).

2. 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 Seventy-Four Million Eight Hundred Seventy-Four Thousand Seven Hundred One Dollars (\$1,174,874,701). 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.”

3. 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 Ninety-Five Million Two Hundred Seventy-Two Thousand Seven Hundred Seventy-Two Dollars

(\$295,272,772), as applicable, in Attachment 2 of Schedule 1 to Exhibit X (CalSAWS Maintenance and Operations Extension).”

4. 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:

<b>Schedule J</b>	
<b>CalSAWS Maintenance and Operations (“M&amp;O”) Project</b>	
<b>Description</b>	<b>Maximum Total Price (USD)</b>
CalSAWS M&O Project – Excluding Innovation Labs (Amendments Fifteen, Twenty-One, Twenty-Four, Twenty-Eight)	\$295,272,771.95
CalSAWS M&O Project – Innovation Labs (Amendments Fifteen, Twenty-One)	\$3,324,555.68
<b>Maximum Contract Sum for CalSAWS M&amp;O Project</b>	<b>\$298,597,327.63</b>

5. 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:

<b>Schedule J</b>	
<b>CalSAWS Maintenance and Operations (“M&amp;O”) Project</b>	
<b>Description</b>	<b>Maximum Total Price (USD)</b>
CalSAWS M&O Project – Excluding Innovation Labs (Amendments Fifteen, Twenty-One, Twenty-Four, Twenty-Eight)	\$295,272,771.95
CalSAWS M&O Project – Innovation Labs (Amendments Fifteen, Twenty-One)	\$3,324,555.68
<b>Maximum Contract Sum for CalSAWS M&amp;O Project</b>	<b>\$298,597,327.63</b>

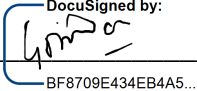
6. Except as specifically provided in this Amendment, all other terms and conditions of the Agreement are unchanged and remain in full force and effect. This Amendment is the complete and exclusive statement of the agreement between the parties relating to the subject matter of this Amendment and supersedes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

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

**ACCENTURE, LLP**

Dated: \_\_\_\_\_

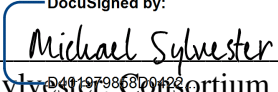
By: \_\_\_\_\_  



Name: \_\_\_\_\_

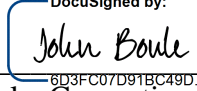
Title: \_\_\_\_\_

**CALSAWS CONSORTIUM**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
  
Michael Sylvester, Consortium Chair

By: \_\_\_\_\_  
  
Kronick Moskowitz Tiedemann & Girard,  
Consortium Legal Counsel

By: \_\_\_\_\_  
  
John Boule, Consortium Executive  
Director