

CONSORTIUM REVIEWED BY: _____

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

Change Notice 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 THE PROVISION OF THE CALIFORNIA STATEWIDE AUTOMATED WELFARE SYSTEM (“CALSAWS”).

Pursuant to Subparagraph 5.2.1 of Subparagraph 5.2 (Required Approvals) of Paragraph 5 (Change Notices and Amendments) in the CalSAWS Maintenance and Operations (“M&O”) Extension, Consortium and Accenture agree to modify the Agreement to include changes that do not materially affect the scope of work, term, payments, or any term or condition of the Agreement except as provided in this Change Notice Number Twenty-Two. Consortium and Accenture hereby agree to the following modifications to the Agreement:

1. Consortium has allotted funding that may be used toward future work for Regulatory & Administrative (“R&A”) Change Budget Services, when the allocation for which is approved by the Consortium Executive Director and Accenture’s Project Director or their respective designees.

2. This Change Notice Number Twenty-Two requests Eighty-Four Thousand Three Hundred Ninety Dollars (\$84,390) to be used for additional R&A Change Budget Services hours for Work related to the PHE Additional Contact Attempt requested by the Consortium. The estimated effort, prices, and assumptions are set forth in the attached Attachment 1 (PHE Additional Contact Attempt). R&A Change Budget Services related to the PHE Additional Contact Attempt will be conducted and invoiced on a Time and Materials basis in an amount not to exceed Eighty-Four Thousand Three Hundred Ninety Dollars (\$84,390).
3. This Change Notice Number Twenty-Two requests to re-allocate Two Hundred Five Thousand Eight Hundred Forty-Two Dollars (\$205,842) from State Fiscal Year 2021/22 to be used for additional R&A Change Budget Services hours for State Fiscal Year 2022/23 for Work related to the Earned Income Disregard (SB 80). This results in a net reduction of Twenty-Nine Thousand Seven Hundred Fifty-Four Dollars (\$29,754) of the R&A Change Budget Services related to Earned Income Disregard (SB 80). The estimated effort, prices, and assumptions are set forth in Attachment 2 (Earned Income Disregard (SB 80)) and will be conducted and invoiced on a Time and Materials basis in an amount not to exceed Five Hundred Thirty Thousand Eight Hundred Seventy-Four Dollars (\$530,874). Attachment 2 (Earned Income Disregard (SB 80)) to this Change Notice Twenty-Two supersedes Attachment 3 (Earned Income Disregard) to Change Notice Number Eight dated February 22, 2021.
4. This Change Notice Number Twenty-Two requests Eight Hundred Fifty-Seven Thousand Four Hundred Seventy-Two Dollars (\$857,472) to be used for additional R&A Change Budget Services hours for State Fiscal Year 2022/23 for Work related to the Prepopulated Medi-Cal Redetermination Forms. The estimated effort, prices, and assumptions are set forth in Attachment 3 (Prepopulated Medi-Cal Redetermination Forms). R&A Change Budget Services related to Prepopulated Medi-Cal Redetermination Forms will be conducted and invoiced on a Time and Materials basis in an amount not to exceed Three Million Two Hundred Forty Thousand Two Hundred Twenty-Eight Dollars (\$3,240,228). Attachment 3 (Prepopulated Medi-Cal Redetermination Forms) to this Change Notice

Twenty-Two supersedes Attachment 7 (Prepopulated Medi-Cal Redetermination Forms) to Change Notice Number Twenty dated August 12, 2022.

5. This Change Notice Number Twenty-Two requests Two Hundred Fifty-Nine Thousand Nine Hundred Fifty-Six Dollars (\$259,956) to be used for additional R&A Change Budget Services hours for Work related to the Transitional Nutrition Benefits Recertification Hold (Auto) requested by the Consortium. The estimated effort, prices, and assumptions are set forth in Attachment 4 (Transitional Nutrition Benefits Recertification Hold (Auto)). R&A Change Budget Services related to the Transitional Nutrition Benefits Recertification Hold (Auto) will be conducted and invoiced on a Time and Materials basis in an amount not to exceed Two Hundred Fifty-Nine Thousand Nine Hundred Fifty-Six Dollars (\$259,956).
6. This Change Notice Number Twenty-Two requests One Million Forty-Six Thousand Nine Hundred Fifty-Eight Dollars (\$1,046,958) to be used for additional R&A Change Budget Services hours for Work related to the Resume Pre-Pandemic Medi-Cal Operations requested by the Consortium. The estimated effort, prices, and assumptions are set forth in Attachment 5 (Resume Pre-Pandemic Medi-Cal Operations). R&A Change Budget Services related to the Resume Pre-Pandemic Medi-Cal Operations will be conducted and invoiced on a Time and Materials basis in an amount not to exceed One Million Two Hundred Twenty Thousand Nine Hundred Fifty-Eight Dollars (\$1,220,958).
7. This Change Notice Number Twenty-Two reduces total allocated funds for R&A Change Budget Services by Two Million Two Hundred Nineteen Thousand Twenty-Two Dollars (\$2,219,022).
8. Subsequent to the final approval of this Change Notice Number Twenty-Two, the balance remaining from the Ninety-Two Million Dollars (\$92,000,000) in Agreement Section 8.2.4 Regulatory and Administrative Change Budget Services of approved but unallocated funds for future work to be allocated will be Forty-Two Million Five Hundred Twelve Thousand Two Hundred Fifty-Nine Dollars (\$42,512,259).

9. Using the County purchase process, the Kern, Santa Clara, San Mateo, and Trinity Counties have purchased various Services, equipment, and software items. This Change Notice Number Twenty-Two requests Five Hundred Fifty-Two Thousand One Hundred Twenty-Six Dollars (\$552,126) to be used for the following purchases that were funded and approved by the individual Counties, which are incorporated into the CalSAWS M&O Extension:

CPO #	County	Description	Value
KR-01-2022 - Revision 1	Kern	Refresh of Damaged Kiosks (Quantity 2) - Revision 1	\$26,691
SC-02-2022	Santa Clara	Ancillary System Enhanced Support	\$261,000
SM-01-2021	San Mateo	Hyland Document Export Support	\$194,771
TR-01-2022	Trinity	Network Model Change to Point of Presence ("PoP")	\$69,664

10. Subsequent to the approval of this Change Notice Number Twenty-Two, the balance remaining from the Twenty Million Dollars (\$20,000,000) in Exhibit X Section 8.2.5 of approved but unallocated funds for additional County Purchases and Orders for Services for Consortium Members to be allocated will be Twelve Million Six Hundred Thirty-Two Thousand One Hundred Ninety-One Dollars (\$12,632,191).

11. Section 3.1 (Contractor Project Executive/CalSAWS Project Executive) is deleted in its entirety and replaced as follows:

“3.1 CONTRACTOR PROJECT EXECUTIVE/CONTRACTOR PROJECT DIRECTOR:

3.1.1 CONTRACTOR Project Executive for this Agreement shall be the following person:

Kate Hogan, CONTRACTOR Project Executive

Accenture

Address: 50 West San Fernando Street

San Jose, CA 95113

Telephone Number: +1 408-817-2313

Email Address: kate.hogan@accenture.com”

3.1.2 CONTRACTOR Project Executive shall be responsible for CONTRACTOR’s performance of all its Tasks, Subtasks, Deliverables, goods, and services provided hereunder and assuring CONTRACTOR’s compliance with this Agreement.

3.1.3 CONTRACTOR Project Executive shall be available to meet and confer with CONSORTIUM Executive Director and/or CalSAWS Project Director on a regular basis and otherwise when and as reasonably requested by CONSORTIUM Executive Director and/or CalSAWS Project Director. Such meetings shall be conducted at a time and place convenient to CONSORTIUM Executive Director and/or CalSAWS Project Director.

3.1.4 CONTRACTOR PROJECT DIRECTOR:

3.1.4.1 CONTRACTOR Project Director for this Agreement shall be the following person:

Arnold J. Malvick, CONTRACTOR Project Director

Accenture

Address: 1610 R Street, Suite 240

Sacramento, CA 95811

Telephone Number: +1 602-549-0465

Email Address: arnold.j.malvick@accenture.com

3.1.4.2 CONTRACTOR Project Director shall be responsible for CONTRACTOR’s day-to-day activities as related to this Agreement and for reporting to CONSORTIUM in

the manner set forth in Subparagraph 3.4 (Reports by CONTRACTOR).

3.1.4.3 CONTRACTOR Project Director shall be available to meet and confer with CONSORTIUM Executive Director on a regular basis and otherwise when and as reasonably requested by CONSORTIUM Executive Director. Such meetings shall be conducted at a time and place convenient to CONSORTIUM Executive Director.”

12. Section 50 (NOTICES) of Exhibit X (CalSAWS Maintenance and Operations (“M&O”) Extension), is deleted in its entirety and replaced as follows:

“All notices or demands required or permitted to be given or made under this CalSAWS M&O Extension, unless otherwise specified, shall be in writing and shall be addressed to the Parties at the following addresses and delivered: (i) by hand with signed receipt; (ii) by first class registered or certified mail, postage prepaid; or (iii) by facsimile or electronic mail transmission followed within twenty-four (24) hours by a confirmation copy mailed by first-class registered or certified mail, postage prepaid. Notices shall be deemed given at the time of signed receipt in the case of hand delivery, three (3) days after deposit in the United States mail as set forth above, or on the date of facsimile or electronic mail transmission if followed by timely confirmation mailing. Addresses may be changed by either party giving ten (10) days prior notice thereof to the other party.

CONSORTIUM Executive Director shall have the authority to issue all notices or demands that are required or permitted by CONSORTIUM under this CalSAWS M&O Extension. During the term of this CalSAWS M&O Extension, CONTRACTOR’s legal counsel shall only communicate with CONSORTIUM Counsel or his designee, and shall not, without CONSORTIUM Counsel’s prior consent, communicate with any CONSORTIUM staff.

If to CONSORTIUM:

1. John Boule, CONSORTIUM Executive Director

CalSAWS Consortium

Address: 11290 Pyrites Way, Suite 150

Rancho Cordova, CA 95670

Telephone Number: (916) 851-3201

Fax Number: (916) 638-4367

Email Address: BouleJ@CalSAWS.org

With a copy to:

2. *David Tyra*
Counsel for Consortium
Address: 400 Capitol Mall, 27th Floor
Sacramento, California 95814
Telephone Number: (916) 321-4500
Fax Number: (916) 321-4555
Email Address: dtrya@kmtg.com

If to CONTRACTOR:

1. *Arnold J. Malvick, CONTRACTOR Project Director*
Accenture
Address: 1610 R Street, Suite 240
Sacramento, CA 95811
Telephone Number: +1 602-549-0465
Email Address: arnold.j.malvick@accenture.com

With a copy to:

2. *Kate Hogan, CONTRACTOR Project Executive*
Accenture
Address: 50 West San Fernando Street
San Jose, CA 95113
Telephone Number: +1 408-817-2313

Email Address: kate.hogan@accenture.com”

13. Pursuant to County Purchase TR-01-2022 “Trinity County – Network Model Change to County Point of Presence (“PoP”)” dated September 26, 2022, County of Trinity shifted Network Model to County Point of Presence, therefore, section 3.2.11 (Subtask 2.11: Remote Hardware Maintenance) is deleted and replaced as follows:

“The CONTRACTOR will perform field service calls and provide remote hardware maintenance services for CalSAWS Managed equipment deployed in production in the 39 C-IV Consortium Counties. “CalSAWS Managed” equipment is equipment managed by the CONTRACTOR that is used in connection with the CalSAWS System’s infrastructure and is located at the Project Locations or located within one of the 39 C-IV Consortium Counties. Equipment located within Los Angeles County and the 18 CalWIN Counties is not managed by the CONTRACTOR.

CalSAWS Managed equipment is typically located in CalSAWS Managed Counties which are Counties that use authorized CalSAWS Managed workstations to access the CalSAWS Software across the private WAN and LAN provided by CalSAWS and managed jointly by the CONTRACTOR and the Counties. The scope of M&O services that the CONTRACTOR will perform is based on only the following Counties being CalSAWS Managed Counties: Alpine, Amador, Butte, Colusa, Imperial, Kern, Mariposa, Merced, Modoc, Mono, Plumas, Riverside, San Benito, San Bernardino, Sierra, Siskiyou, Stanislaus.”

14. This Change Notice Number Twenty-Two requests a shift of One Hundred Twenty-Six Thousand Two Hundred Ninety-Seven Dollars (\$126,297) for Subtask 3.1 (Wide Area Network (WAN) Administration) and Subtask 3.2 (Production Operations Support) of Task 3 (Production Operations) of Schedule 1 to Exhibit X (Statement of Work for CalSAWS Maintenance and Operations (“M&O”) Project) from State Fiscal Years 2022/23, 2023/24 and 2024/25 to State Fiscal Years 2022/23, 2023/24 and 2024/25 for Subtask 2.7 (Hardware and Software Purchasing Support) of Schedule 1 to Exhibit X (Statement of Work for CalSAWS Maintenance and Operations (“M&O”) Project).

15. 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), Attachment 4 (CalSAWS M&O Production Operations Specifications) is hereby deleted in its entirety and replaced with Attachment 6 to this Change Notice Twenty-Two 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), Attachment 4 (CalSAWS M&O Production Operations Specifications).

16. This Change Notice Number Twenty-Two is effective as of November 18, 2022 (the “Effective Date”).

17. Except as provided in this Change Notice Number Twenty-Two, all other terms and conditions of the Agreement shall remain in full force and effect

ACCENTURE, LLP

Dated: _____

By: _____

Gaurav Diwan, CalSAWS Account Lead

CALSAWS CONSORTIUM

Dated: _____

By: _____

Michael Sylvester, Consortium Chair

By: _____

Kronick Moskowitz Tiedemann &
Girard, Consortium Legal Counsel

By: _____

John Boule, Consortium Executive
Director