

11.7 ATTACHMENT 7 – EXCEPTIONS TO THE AGREEMENTCONTRACTOR NAME Accenture LLPADDRESS 1610 R Street, Suite 240, Sacramento, CA 95811TELEPHONE# [REDACTED] Email [REDACTED]

I have reviewed the **RFP Attachment 6 – BenefitsCal Agreement** in its entirety and have the following exceptions: Please identify and list your exceptions by indicating the Section or Paragraph number, and Page number, as applicable. Bidders are directed to be specific about any objections to content, language, or omissions. Add as many rows and pages as required.

Table 1 - Agreement Exceptions Form

#	SECTION	PAGE #	ORIGINAL LANGUAGE	PROPOSED LANGUAGE	ANTICIPATED IMPACT TO STAFFING AND COST, AS APPLICABLE
1.	1	2	<p>In the event there is a conflict between the documents comprising the Agreement, including all exhibits to it, the following order of precedence shall apply:</p> <p>1.1 The terms and conditions in the body of this Agreement, which shall include all exhibits, which are hereby incorporated by reference.</p> <p>1.2 The RFP for BenefitsCal Maintenance and Operations Services; and</p> <p>1.3 Contractor's Proposal submitted in response to the RFP.</p>	<p>In the event there is a conflict between the documents comprising the Agreement, including all exhibits to it, the following order of precedence shall apply:</p> <p>1.1 The terms and conditions in the body of this Agreement, which</p>	Revised language allows optimized solution due to better clarification of scope and requirements

#	SECTION	PAGE #	ORIGINAL LANGUAGE	PROPOSED LANGUAGE	ANTICIPATED IMPACT TO STAFFING AND COST, AS APPLICABLE
				<p>shall include all exhibits, which are hereby incorporated by reference.</p> <p>1.2 Contractor's Proposal submitted in response to the RFP; and</p> <p>1.3 The RFP for BenefitsCal Maintenance and Operations Services.</p> <p>In the event of a contradiction, conflict or inconsistency between the Agreement 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.</p>	
2.	2.48	8	Deficiency - A failure of a Deliverable or Service, or an omission, defect or deficiency in any such Deliverable or Service, which causes it not to conform to the Specifications or incorrect spelling, incorrect grammar, poor quality esthetics, poor quality of documentation, or similar failures in a Deliverable.	<p>Add at the end:</p> <p>Deficiency shall not include any of the foregoing to the extent that they are the result of any of the following, as determined by Consortium Executive Director:</p> <p>(A) The negligent or intentional misuse of the BenefitsCal System by a User.</p> <p>(B) The improper performance or non-performance of any hardware, software or services that Consortium procures from third party vendors and for which Contractor has no obligation to provide maintenance and support under this Agreement.</p>	Revised language allows optimized solution due to reduction of uncertainty for matters outside Contractor control

#	SECTION	PAGE #	ORIGINAL LANGUAGE	PROPOSED LANGUAGE	ANTICIPATED IMPACT TO STAFFING AND COST, AS APPLICABLE
				(C) The negligent or intentional act of a User to modify, customize, or change the BenefitsCal System without Contractor's prior written approval.	
3.	2.76	12	Specifications - The Documentation; all applicable County, State and federal policies, laws, codes, regulations and guidelines; the RFP; the Proposal; DEDs; Acceptance Criteria; subsequent Deliverables which have received Acceptance; and other specifications and requirements as described in the Statement of Requirements, if any; the Project Control Document (PCD); BenefitsCal Services Plan and Operational Work Documents (OWD).	Specifications - The Documentation; all applicable County, State and federal policies, laws, codes, regulations and guidelines as reflected in the DEDs; the RFP; the Proposal; DEDs; Acceptance Criteria; subsequent Deliverables which have received Acceptance; and other specifications and requirements as described in the Statement of Requirements, if any; the Project Control Document (PCD); BenefitsCal Services Plan and Operational Work Documents (OWD).	Revised language allows optimized solution due to better definition of standards
4.	5.4	22	To achieve the Requirements under this Contract, the Consortium will have the following responsibilities:	To achieve the Requirements under this Contract, the Consortium will have the following responsibilities and the responsibilities specified in the PCD and applicable Deliverables:	Clarification that high-level responsibilities in the Contract will be supplemented by more specific responsibilities in the project working documents
5.	5.5.1.1 (4)(C)	26	Procedures the Contractor will use to work with the incumbent contractor to transfer all BenefitsCal Software license maintenance agreements as identified in the incumbent contractor's Closeout Plan.		We would like to better understand the scope of the expected transfer here, as it is not clear to us from the other RFP documentation.
6.	5.5.16	40	The BenefitsCal System Security Plan will be completed by providing responses to each of the NIST 800-53 controls contained in the System	The BenefitsCal System Security Plan will be completed by providing responses to each of the NIST 800-53 (rev.5 final 12/10/20) controls	Clarification

#	SECTION	PAGE #	ORIGINAL LANGUAGE	PROPOSED LANGUAGE	ANTICIPATED IMPACT TO STAFFING AND COST, AS APPLICABLE
			Security Plan template (from the NIST 800-53 moderate baseline).	contained in the System Security Plan template (from the NIST 800-53 (rev. 5 final 12/10/20) moderate baseline).	
7.	6.1.8	47	The Consortium assumes up to of Key Staff and other Staff will work full-time on-site with an additional 10% of Staff working on-site periodically.	The Consortium assumes up to XX of Key Staff and other Staff will work full-time on-site with an additional 10% of Staff working on-site periodically.	Need to add the appropriate information
8.	6.4	58	During the term of this Agreement, the Consortium reserves the right to approve or disapprove Contractor's Staff, to approve or disapprove any proposed changes in such Staff, or to require the removal or reassignment of any Contractor or Subcontractor Staff found unacceptable by the Consortium, to the extent permitted by law.	During the term of this Agreement, the Consortium reserves the right to approve or disapprove Contractor's Staff in a timely manner, to approve or disapprove any proposed changes in such Staff in a timely manner, or to require the removal or reassignment of any Contractor or Subcontractor Staff found unacceptable by the Consortium, to the extent permitted by law.	Revised language will facilitate smoother delivery of services
9.	7.5	66	Consortium will hold back ten percent (10%) of each monthly invoice during the Transition-In period, and for an additional twelve (12) months following the Transition-In period. This ten percent (10%) holdback will be released after the twelve (12) months following the Transition-In period upon condition that all Transition-In Deliverables have been accepted by the Consortium	Consortium will hold back ten percent (10%) of each monthly invoice during the Transition-In period, and for an additional twelve (12) months following the Transition-In period. This ten percent (10%) holdback will be released after the twelve (12) months within fifteen (15) days following the Transition-In period upon condition that all Transition-In Deliverables have been accepted by the Consortium	Revised language allows optimized solution and pricing while providing adequate protection for Consortium
10.	8.1	68	The Consortium reserves the right to change any portion of the Deliverables or Services required under this Agreement and any other	Add at end: Additionally, any changes to Consortium policies that have a	Clarification as to process

#	SECTION	PAGE #	ORIGINAL LANGUAGE	PROPOSED LANGUAGE	ANTICIPATED IMPACT TO STAFFING AND COST, AS APPLICABLE
			provisions of this Agreement. All such changes shall be accomplished only as provided in this Section 8.	material impact on the Services will be addressed through the Change Order process.	
11.	11.2	74	Time is of the essence in connection with Contractor's performance of the Services according to the Consortium-approved Schedule.	Time is of the essence in connection with Contractor's performance of the Services delivery of any Deliverables noted as "Critical Deliverables" according to the Consortium-approved Schedule.	Revised language allows parties to focus on most critical matters
12.	11.4.1.1	75	For any Non-cosmetic Deficiency, determined to be high priority in accordance with this Section 11.4, Contractor shall immediately commence corrective action and either correct or implement an appropriate workaround for such Non-cosmetic Deficiency within twelve (12) hours of providing notice to, or receipt of, Notice from the Consortium.	For any Non-cosmetic Deficiency, determined to be high priority in accordance with this Section 11.4, Contractor shall immediately commence corrective action and either correct or implement an appropriate workaround for such Non-cosmetic Deficiency within twelve (12) hours of providing notice to, or receipt of, Notice from the Consortium based on availability of all necessary enablers or as otherwise set forth in the Defect Management Plan.	Revised language allows optimized solution due to clarity of underlying dependencies and opportunities for flexibility
13.	11.4.1.2	75	For any Non-cosmetic Deficiency, determined to be "normal priority" in accordance with this Subparagraph 11.4, Contractor shall either correct or implement an appropriate workaround for such Non-cosmetic Deficiency within a time period determined by the Consortium Executive Director, but in no event shall such time period be more than three (3) business days from Notice	For any Non-cosmetic Deficiency, determined to be "normal priority" in accordance with this Subparagraph 11.4, Contractor shall either correct or implement an appropriate workaround for such Non-cosmetic Deficiency within a time period determined by the Consortium Executive Director, but in no event shall such time period be more than three (3) business days from Notice to, or receipt of Notice from, the	Revised language allows optimized solution due to efficiency in scheduling

#	SECTION	PAGE #	ORIGINAL LANGUAGE	PROPOSED LANGUAGE	ANTICIPATED IMPACT TO STAFFING AND COST, AS APPLICABLE
			to, or receipt of Notice from, the Consortium.	Consortium <i>or, if later, the next applicable major release.</i>	
14.	11.4.1.3	75	For any Cosmetic Deficiency, Contractor shall correct such Cosmetic Deficiency within a time period determined by the Consortium Executive Director, but in no event shall such time period be more than twenty (20) working Days of providing notice to, or receipt of notice from, the Consortium.	For any Cosmetic Deficiency, Contractor shall correct such Cosmetic Deficiency within a time period determined by the Consortium Executive Director, but in no event shall such time period be more than twenty (20) working Days of providing notice to, or receipt of notice from, the Consortium <i>or, if later, the next applicable major release.</i>	Revised language allows optimized solution due to efficiency in scheduling
15.	11.6.4	78	In addition, Contractor shall be responsible for and shall indemnify the State, the Counties, the Consortium, and their officers, directors, employees, and agents against any fines, penalties, sanctions, or disallowances which are imposed on the Consortium or its member Counties, which arise from any Contractor noncompliance with the federal, State, or County laws, regulations, codes, policies and guidelines resulting from Contractor's or its Subcontractors' performance of their obligations.	In addition, Contractor shall be responsible for and shall indemnify the State, the Counties, the Consortium, and their officers, directors, employees, and agents against any fines, penalties, sanctions, or disallowances which are imposed on the Consortium or its member Counties, which arise from any Contractor noncompliance with the federal, State, or County laws, regulations, codes, <i>and the policies set forth in the BenefitsCal Services Plan and Operational Working Documents, and guidelines resulting from</i> in each case, as applicable to Contractor's or its Subcontractors' performance of their obligations.	Revised language allows optimized solution due to appropriately-clarified obligation
16.	13.2	81 - 82	In addition, in the event (a) Contractor fails to meet any of the requirements in the Service Level Agreements (SLAs), which are	In addition, in the event (a) Contractor fails to meet any of the requirements in the Service Level Agreements (SLAs), which are	Revised language allows optimized solution due to more cooperative process

#	SECTION	PAGE #	ORIGINAL LANGUAGE	PROPOSED LANGUAGE	ANTICIPATED IMPACT TO STAFFING AND COST, AS APPLICABLE
			incorporated by reference into this Agreement, and as referenced in Section 13.3, (b) such failure is due to the non-performance of any Key Personnel, (c) the Consortium has notified Contractor that its failure to meet the requirements of any SLA is due to the non-performance of any Key Personnel; and (d) Contractor nonetheless chooses to retain the non-performing Key Personnel in his/her/their position on the Project, then the Liquidated Damages specified in Section 13.3 shall double.	incorporated by reference into this Agreement, and as referenced in Section 13.3, (b) the Parties agree that such failure is due to the non-performance of any Key Personnel, (c) the Consortium has notified Contractor that its failure to meet the requirements of any SLA is due to the non-performance of any Key Personnel; and (d c) Contractor nonetheless chooses to retain has not replaced the non-performing Key Personnel in his/her/their position on the Project within four (4) weeks after such agreement , then the Liquidated Damages specified in Section 13.3 shall double.	
17.	13.3	82 - 83	Agreement does not include standard Service Level framework language	Accenture seeks the opportunity to discuss with the Consortium an alternative service level framework that is aligned with industry leading practices and has proven acceptable to numerous government and commercial clients. Our guiding principle is to propose a framework that accomplishes the Consortium's business objectives in a cost-effective manner, and in our experience service level methodologies that are inconsistent with this industry standard framework create additional costs for clients which are not balanced with the necessary protection.	Based on the outcome of this discussion and what (if any) elements of the standard service level framework are able to be incorporated into the Agreement, Accenture anticipates being able to reduce service charges

#	SECTION	PAGE #	ORIGINAL LANGUAGE	PROPOSED LANGUAGE	ANTICIPATED IMPACT TO STAFFING AND COST, AS APPLICABLE
				<p>Key elements of this framework would include:</p> <ul style="list-style-type: none"> - A maximum monthly at-risk amount consistent with industry standards - A common incentive, or Earn Back, where Accenture may earn back a service credit if performance is above the expected performance levels for three consecutive months following a default, incenting a quick fix to problems, and getting performance back to above average. - A low-volume adjustment provision that recognizes a situation where an SLA that is not 100 percent "perfection" with very low monthly volume of associated items would present the potential for a failure to achieve the service level for a single item (incident, service request, etc.), resulting in a Service Level Credit. - A "double jeopardy" provision that recognizes a situation where a single incident results in the failure of Accenture to meet more than one Service Level. In this scenario, the Consortium would select only one of such Service Level Defaults for which the Consortium would receive Liquidated Damages. - After transition activities are complete, a Stabilization Period of three months to stabilize the service 	

#	SECTION	PAGE #	ORIGINAL LANGUAGE	PROPOSED LANGUAGE	ANTICIPATED IMPACT TO STAFFING AND COST, AS APPLICABLE
				at the agreed upon expected Service Levels.	
18.	14.7	86	FOR PURPOSES HEREOF, THE SPECIFIED PAYMENT REMEDIES SET FORTH IN SECTIONS 11.8, 14.3, 16.4, AND 19.24 OF THIS AGREEMENT AND DAMAGES ARISING FROM BREACH OF SECTION 15, CONFIDENTIAL DATA, SHALL NOT BE DEEMED CONSEQUENTIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES BUT RATHER SHALL BE SUBJECT TO SUBCLAUSE 14.7(i).	FOR PURPOSES HEREOF, (A) THE SPECIFIED PAYMENT REMEDIES SET FORTH IN SECTIONS 11.8, 14.3, 16.4, AND 19.24 OF THIS AGREEMENT AND (B) DAMAGES ARISING FROM BREACH OF SECTION 15, CONFIDENTIAL DATA, AND (C) DAMAGES ARISING FROM BREACH OF CONTRACTOR'S OBLIGATIONS WITH RESPECT TO PERSONAL IDENTIFIABLE INFORMATION (PII), INCLUDING UNDER ANY INDEMNIFICATION OBLIGATIONS, SHALL NOT BE DEEMED CONSEQUENTIAL, INDIRECT, INCIDENTAL, EXEMPLARY OR PUNITIVE DAMAGES BUT RATHER SHALL BE SUBJECT TO SUBCLAUSE 14.7(i).	Revised language allows optimized solution due to addition of market-relevant limits and reduction of uncertainty for matters outside Contractor control
19.	15.1	87	Contractor shall comply with, implement, adhere to and align with, track, and report on all applicable State, federal, and CalSAWS standards, regulations, guidelines and requirements in place as of the Execution Date.	Add at end: Any changes to the requirements in this Section that have a material impact on the Services will be addressed through the Change Order process.	Revised language allows optimized solution due to reduction of uncertainty for matters outside Contractor control
20.	New Section 15.8.4			15.8.4 Backlog Vulnerabilities. With respect to vulnerabilities in Data, applications or infrastructure existing prior to the Commencement Date ("Backlog Vulnerabilities"), Contractor will only be responsible for fixing such Backlog Vulnerabilities to the extent vulnerability remediation	Revised language allows clear alignment of parties and transparent process with respect to the important issue of addressing vulnerabilities

#	SECTION	PAGE #	ORIGINAL LANGUAGE	PROPOSED LANGUAGE	ANTICIPATED IMPACT TO STAFFING AND COST, AS APPLICABLE
				services are in scope under this Agreement, and as further agreed in a specific plan of action between the Parties with respect to the Backlog Vulnerabilities ("POA"). The POA will be documented in writing and regularly updated by the Parties in accordance with the governance process. When Contractor is remediating Backlog Vulnerabilities on the Consortium's behalf, absent a breach of Contractor's obligations, the Consortium will remain responsible for any resulting security breach or incident until the remediation is complete.	

Name of Authorized Representative _____ Gaurav Diwan _____

Signature of Authorized Representative _____  _____

Date _____ July 30, 2024 _____