

CONTRACT NO.: DMS-11/12-030
BETWEEN
FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
AND
ACCENTURE, LLP

AMENDMENT NO.: 3 /
EXTENSION NO.: 1

This Amendment No.: 3 / Extension No.: 1 (collectively referred to herein as the "Amendment") to Contract No.: DMS-11/12-030 (the "Contract") is by and between the State of Florida acting through the Florida Department of Management Services (the "Department") and Accenture, LLP ("Contractor"), each a "Party" and collectively known as the "Parties".

WHEREAS, the Contract is currently set to expire on June 30, 2021; and

WHEREAS, in accordance with section 287.057(12), Florida Statutes, the Parties desire to extend the Contract for a six (6) month period beginning July 1, 2021, and ending December 31, 2021.

NOW THEREFORE, in consideration of the foregoing premises, the Parties hereby agree that the Contract shall be amended as follows:

1. The Parties agree that the term of this Contract shall be extended for a period of six (6) months, commencing upon July 1, 2021, and ending December 31, 2021.
2. Section XVI of the Contract is hereby amended to add the following subsection:

U. Public Records

1. **Record Management and Retention.** The Contractor must retain sufficient records to substantiate claims for payment under the Contract and must retain all other records that were made in relation to the Contract for the longer of five (5) years after expiration of the Contract or the period required by the General Records Schedules maintained by the Florida Department of State available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>.
2. **Identification and Protection of Confidential Information.** Article 1, section 24, Florida Constitution, guarantees every person access to all public records, and section 119.011, F.S., provides a broad definition of "public record." As such, records submitted to the Department (or any other State agency) are public records and are subject to disclosure unless exempt from disclosure by law. If the Contractor considers any portion of records it provides to the Department (or any other State agency) to be trade secret or otherwise confidential or exempt from disclosure under Florida or federal law ("Confidential Information"), the Contractor shall mark the document as "confidential" and simultaneously provide the Department (or other State agency) with a separate, redacted copy of the record. For each portion redacted, the Contractor should briefly describe in writing the grounds for claiming exemption, including the specific statutory citation for such exemption. The Contractor shall only redact portions of records that it claims are Confidential Information.

In the event of a request for public records pursuant to Chapter 119, F.S., the Florida Constitution, or other authority, to which records that are marked as “confidential” are responsive, the Department will provide the Contractor-redacted copy to the requestor. If a requestor asserts a right to the redacted Confidential Information, the Department will notify the Contractor such an assertion has been made. It is the Contractor’s responsibility to take the appropriate legal action to assert that the information in question is exempt from disclosure under Chapter 119, F.S., or other applicable law.

If the Department becomes subject to a demand for discovery or disclosure of documents that are marked as “confidential” in a legal proceeding, the Department will give the Contractor notice of the demand or request. The Contractor shall take the appropriate legal action in response to the demand and to defend its claims of confidentiality. If the Contractor fails to take appropriate and timely action to protect the records it has designated as Confidential Information, the Department will provide the unredacted records to the requester.

The Contractor shall protect, defend, and indemnify the Department for all claims, costs, fines, and attorneys’ fees arising from or relating to the Contractor’s determination that the redacted portions of its records are Confidential Information. If the Contractor fails to submit a redacted copy in accordance with this section, of information it claims is Confidential Information, the Department is authorized to produce the entire record submitted to the Department in response to a public records request for, or demand for discovery or disclosure of, these records.

3. Public Records Requirements Pursuant to Section 119.0701, F.S. Solely for the purpose of this section, the Department’s Contract Manager is the agency custodian of public records. If, under this Contract, the Contractor is providing services and is acting on behalf of the public agency, as provided in section 119.0701, F.S., the Contractor shall:

(a) Keep and maintain public records required by the Department to perform the service.

(b) Upon request from the Department’s custodian of public records, provide the Department with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.

(c) Ensure that public records that are exempt or confidential and exempt from public records disclosure are not disclosed except as authorized by law for the duration of the contract term and following the completion of the Contract if the Contractor does not transfer the records to the Department.

(d) Upon completion of the Contract, transfer, at no cost, to the Department all public records in possession of the Contractor or keep and maintain public records required by the Department to perform the service. If the Contractor transfers all public records to the Department upon completion of the contract, the Contractor shall destroy any duplicate public records that are exempt or confidential and exempt from public records disclosure requirements. If the Contractor keeps and maintains public records upon completion of the Contract, the Contractor shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Department, upon request from the Department’s custodian of public records, in a format that is compatible

with the information technology systems of the Department.

(e) IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT THE TELEPHONE NUMBER, EMAIL ADDRESS AND MAILING ADDRESS PROVIDED FOR THE CONTRACT MANAGER.

3. Subsection 6.17 of Contract Attachment IV is deleted in its entirety. Subsection N., E-Verify, of Section XVI of the Contract is deleted in its entirety and replaced with the following:

N. E-Verify.

The Contractor and its subcontractors have an obligation to utilize the U.S. Department of Homeland Security's (DHS) E-Verify system for all newly hired employees in accordance with section 448.095, F.S. By executing this Contract, the Contractor certifies that it is registered with, and uses, the E-Verify system for all newly hired employees in accordance with section 448.095, F.S. The Contractor must obtain an affidavit from its subcontractors in accordance with paragraph (2)(b) of section 448.095, F.S., and maintain a copy of such affidavit for the duration of the Contract. The Contractor shall provide a copy of its DHS Memorandum of Understanding (MOU) to the Department's Contract Manager within five (5) days of Contract execution.

This section serves as notice to the Contractor regarding the requirements of section 448.095, F.S., specifically sub-paragraph (2)(c)1, and the Department's obligation to terminate the Contract if it has a good faith belief that the Contractor has knowingly violated section 448.09(1), F.S. If terminated for such reason, the Contractor will not be eligible for award of a public contract for at least one (1) year after the date of such termination. The Department will promptly notify the Contractor and order the immediate termination of the contract between the Contractor and a subcontractor performing work on its behalf for this Contract should the Department have a good faith belief that the subcontractor has knowingly violated section 448.095(1), F.S.

4. Subsection O, Scrutinized Companies List, of Section XVI of the Contract is hereby deleted in its entirety and replaced with the following:

O. Scrutinized Companies.

The following paragraph applies regardless of the dollar value of the goods or services provided:

In accordance with the requirements of section 287.135(5), F.S., the Contractor certifies that it is not participating in a boycott of Israel. At the Department's option, the Contract may be terminated if the Contractor is placed on the Quarterly List of Scrutinized Companies that Boycott Israel (referred to in statute as the "Scrutinized Companies that Boycott Israel List") or becomes engaged in a boycott of Israel.

The State Board of Administration maintains the "Quarterly List of Scrutinized Companies that Boycott Israel" at the following link:

<https://www.sbafla.com/fsb/FundsWeManage/FRSPensionPlan/GlobalGovernanceMandates.aspx>.

In accordance with the requirements of section 287.135, F.S., the Contractor certifies that it is not on the Scrutinized List of Prohibited Companies (referred to in statute as the "Scrutinized Companies with Activities in Sudan List" and the "Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List") and, to the extent that it is not preempted by Federal law, that it has not been engaged in business operations in Cuba or Syria. At the Department's option, the Contract may be terminated if such certification (or the certification regarding a boycott of Israel) is false, if the Contractor is placed on the Scrutinized List of Prohibited Companies, or, to the extent not preempted by Federal law, if the Contractor engages in business operations in Cuba or Syria.

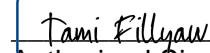
The State Board of Administration maintains the "Scrutinized List of Prohibited Companies" under the quarterly reports section at the following link:

<https://www.sbafla.com/fsb/PerformanceReports.aspx>.

- 5. This Amendment is hereby made a part of this Contract. All other terms and conditions of the Contract shall remain in full force and effect. Except as otherwise expressly set forth herein, the terms and conditions contained in the Contract and subsequent amendments are unchanged. This Amendment sets forth the entire understanding between the Parties with regard to the subject matter hereof.
- 6. This Amendment is effective on the last date of execution.

IN WITNESS WHEREOF, the Parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

Department of Management Services

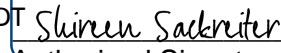
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 Authorized Signature _____ 3/29/2021 | 2:53 PM EDT
 Date

Tami Fillyaw

 Typed or Printed Name
 Chief of Staff

 Title

Accenture, LLP

DocuSigned by:

 Authorized Signature _____ 3/29/2021 | 6:56 PM BST
 Date

Shireen Sackreiter

 Typed or Printed Name
 Managing Director

 Title