

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

Amendment Number Twenty-Six

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-Six is effective as of May 14, 2021 (the “Effective Date”) and amends the Agreement.

RECITALS

WHEREAS, the Consortium requested the ability to purchase hardware, software licenses, and related items and/or services via resale under the Agreement.

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

1. Subparagraph 1.4.102.1 is hereby added to Paragraph 1.4 (Definition) of the Agreement:

“1.4.102.1 PROQUIRE

Proquire LLC (“Proquire”) is a wholly owned subsidiary and agent of CONTRACTOR.”

2. Subparagraph 12.1.1 (Hardware Purchases) is hereby added to Paragraph 12.1 (LRS Hardware and CalSAWS Hardware) of the Agreement:

“12.1.1 Hardware Purchases

All LRS Hardware and CalSAWS Hardware will be procured by Proquire and resold to the CONSORTIUM through CONTRACTOR. CONTRACTOR shall be an agent for Proquire and shall invoice, collect, and receive from the CONSORTIUM all sums that become due to Proquire. Prior to delivery of any LRS Hardware or CalSAWS Hardware to the CONSORTIUM, CONTRACTOR shall provide the CONSORTIUM copies of any applicable terms and conditions of sale and maintenance, or other applicable agreement from the original Hardware manufacturer to allow the CONSORTIUM to pre-approve such agreement(s). Title to such hardware shall pass through CONTRACTOR to the CONSORTIUM immediately upon delivery.”

3. Subparagraph 12.2.5 (Software Purchases) is hereby added to Paragraph 12 (Ownership) of the Agreement:

“12.2.5 Software Purchases.

All LRS Software and CalSAWS Software will be procured by Proquire and resold to the CONSORTIUM through CONTRACTOR. CONTRACTOR shall be an agent for Proquire and shall invoice, collect, and receive from the CONSORTIUM all sums that become due to Proquire. Prior to delivery of any LRS Software or CalSAWS Software to the CONSORTIUM, CONTRACTOR shall provide the CONSORTIUM copies of any applicable terms and conditions of sale and maintenance, or other applicable agreement from the original software manufacturer to allow the CONSORTIUM to pre-approve such agreement(s). Title to such software shall pass through CONTRACTOR to the CONSORTIUM immediately upon delivery.”

4. Subparagraph 12.8 (Transfer of Hardware and Software Licenses) is hereby added to Paragraph 12 (Ownership) of the Agreement:

“12.8 TRANSFER OF HARDWARE AND SOFTWARE LICENSES

CONTRACTOR shall request that Proquire provides to the CONSORTIUM, through CONTRACTOR, all right, title and interest in Hardware and Software licenses, including related services, which have been purchased by Proquire for the CONSORTIUM at delivery of such Hardware and Software. Upon CONTRACTOR providing the CONSORTIUM with the fully signed license or other third party agreement that is applicable to the Software or Hardware, the CONSORTIUM shall be responsible for the obligations and liabilities under such license or other third party agreement, which shall constitute an agreement between the CONSORTIUM and the third-party supplier only, and not Proquire or CONTRACTOR, and which the CONSORTIUM shall pre-approve (as set forth in Sections 12.1.1 and 12.2.5) as a condition of the transfer.”

6. Subparagraph 1.4.62.1 is hereby added to Paragraph 1.4 (Definition) of the Exhibit X (Statement of Work for CalSAWS Maintenance and Operations (“M&O”) Project):

“1.4.62.1 PROQUIRE

Proquire LLC (“Proquire”) is a wholly owned subsidiary and agent of CONTRACTOR.”

7. Subparagraphs 12.1.1 (Hardware Purchases) is hereby added to Subparagraph 12.1 (CalSAWS Hardware) of Exhibit X (Statement of Work for CalSAWS Maintenance and Operations (“M&O”) Project):

“12.1.1 Hardware Purchases:

All LRS Hardware and CalSAWS Hardware will be procured by Proquire and resold to the CONSORTIUM through CONTRACTOR. CONTRACTOR shall be an agent for Proquire and shall invoice, collect, and receive from the CONSORTIUM all sums that become due to Proquire. Prior to delivery of any LRS Hardware or CalSAWS Hardware to the

CONSORTIUM, CONTRACTOR shall provide the CONSORTIUM copies of any applicable terms and conditions of sale and maintenance, or other applicable agreement from the original hardware manufacturer to allow the CONSORTIUM to pre-approve such agreement(s). Title to such hardware shall pass through CONTRACTOR to the CONSORTIUM immediately upon delivery.”

8. Subparagraph 12.2.5 (Software Purchases) is hereby added to Subparagraph 12.2 (CalSAWS Software) of Exhibit X (Statement of Work for CalSAWS Maintenance and Operations (“M&O”) Project):

12.2.5 Software Purchases:

All LRS Software and CalSAWS Software will be procured by Proquire and resold to the CONSORTIUM through CONTRACTOR. CONTRACTOR shall be an agent for Proquire and shall invoice, collect, and receive from the CONSORTIUM all sums that become due to Proquire. Prior to delivery of any LRS Software or CalSAWS Software to the CONSORTIUM, CONTRACTOR shall provide the CONSORTIUM copies of any applicable terms and conditions of sale and maintenance, or other applicable agreement from the original software manufacturer to allow the CONSORTIUM to pre-approve such agreement(s). Title to such software shall pass through CONTRACTOR to the CONSORTIUM immediately upon delivery.

9. Subparagraph 12.8 (Transfer of Hardware and Software Licenses) is hereby added to Paragraph 12 (Ownership) of Exhibit X (Statement of Work for CalSAWS Maintenance and Operations (“M&O”) Project):

“12.8 Transfer of Hardware and Software Licenses

CONTRACTOR shall request that Proquire provides to the CONSORTIUM, through CONTRACTOR all rights, title, and interest in Hardware and Software licenses, including related services, which have been purchased by Proquire for the CONSORTIUM at delivery of such

Hardware and Software. Upon CONTRACTOR providing the CONSORTIUM with the fully signed license or other third-party agreement that is applicable to the software or hardware, the CONSORTIUM shall be responsible for the obligations and liabilities under such license or other third-party agreement, which shall constitute an agreement between the CONSORTIUM and the third-party supplier only, and not Proquire, in which the CONSORTIUM shall pre-approve (as set forth in Sections 12.1.1 and 12.2.5) as a condition of the transfer.”

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

AMENDMENT NUMBER TWENTY-SIX

IN WITNESS WHEREOF, the CONSORTIUM has caused this Amendment Number Twenty-Six to the Agreement to be subscribed on behalf of the CONSORTIUM, and CONTRACTOR has caused this Amendment Number Twenty-Six 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