

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

Amendment Number Thirty-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 PROVISION OF THE CALIFORNIA STATEWIDE AUTOMATED WELFARE SYSTEM (“CalSAWS”).

This Amendment Number Thirty-Two is effective as of May 10, 2024 (the “Effective Date”) and amends the Agreement.

RECITALS

WHEREAS, the Statement of Work for the CalSAWS Maintenance and Operations (“M&O”) Project has been revised to incorporate the scope, effort, rates and pricing for State Fiscal Years 2023/24, 2024/25, and 2025/26 and to re-baseline Hardware and Software budget for SFYs 2021/22, 2022/23, 2023/24 and 2024/25; and

WHEREAS, the Statement of Work for the CalSAWS Imaging Project has been revised to incorporate effort and pricing for State Fiscal Years 2023/24 and 2024/25; and

WHEREAS, the CONSORTIUM has increased the funding that can be used toward funding additional hours for the Regulatory & Administrative Change Budget Services the allocation of which is subject to further Consortium approval; and,

WHEREAS, the CONSORTIUM has increased the funding that can be used towards funding additional County Purchases, the allocation of which is subject to further Consortium approval; and

WHEREAS, the CONSORTIUM has designated a new CONSORTIUM Executive Director;

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) and its Attachment 2 (CalSAWS M&O Pricing Schedules) are hereby deleted in their entirety and replaced with Attachment 1 to this Amendment Thirty-Two the restated Schedule 1 to Exhibit X (Statement of Work for CalSAWS Maintenance and Operations (“M&O”) Project) and its restated Attachment 2 (CalSAWS M&O Pricing Schedules).
 - 1.1 Attachment 1 (CalSAWS M&O Contractor Assumptions), Attachment 4 (CalSAWS M&O Production Operations Specifications), and Attachment 5 (CalSAWS M&O Compute Resource Specifications) remain unchanged and are not attached to this Amendment Thirty-Two.
2. Attachment 2 (CalSAWS Imaging Pricing Schedule) to Schedule 13 (Statement of Work for CalSAWS Imaging Project) to Exhibit X (CalSAWS Maintenance and Operations (“M&O”) Extension) is hereby deleted in its entirety and replaced with Attachment 2 to this Amendment Thirty-Two, the restated Attachment 2 (CalSAWS Imaging Pricing Schedule), to Schedule 13 (Statement of Work for CalSAWS Imaging Project) to Exhibit X (CalSAWS Maintenance and Operations (“M&O”) Extension).
 - 2.1 Schedule 13 (Statement of Work for CalSAWS Imaging Project) to Exhibit X (CalSAWS Maintenance and Operations (“M&O”) Extension) and its Attachment 1 (Contractor

Assumptions), and Attachment 3 (CalSAWS Imaging Functional Design Business Process Flows) remain unchanged and are not attached to this Amendment Thirty-Two.

3. Following section 3.6.20 “Subtask 6.20: Redesign of CalSAWS Purge Components” of the restated Schedule 1 to Exhibit X (Statement of Work for CalSAWS Maintenance and Operations (“M&O”) Project) the Parties introduced a new Statement of Work as Attachment 3 (Statement of Work for Redesign of CalSAWS Purge Components) to Amendment Thirty-Two.

3.1 Pricing details for the scope of Attachment 3 (Statement of Work for Redesign of CalSAWS Purge Components) to Amendment Thirty-Two are defined in schedule 3V of the Attachment 2 (CalSAWS M&O Pricing Schedules) to Schedule 1 (Statement of Work for CalSAWS Maintenance and Operations (“M&O”) Project) to Exhibit X of the Agreement

4. Following section 3.6.21 “Subtask 6.21: Security and Upgrades” of the restated Schedule 1 to Exhibit X (Statement of Work for CalSAWS Maintenance and Operations (“M&O”) Project) the Parties introduced a new Statement of Work as Attachment 4 (Statement of Work for Security and Upgrades) to Amendment Thirty-Two.

4.1 Pricing details for the scope of Attachment 4 (Statement of Work for Security and Upgrades) to Amendment Thirty-Two are defined in schedule 3W of the Attachment 2 (CalSAWS M&O Pricing Schedules) to Schedule 1 (Statement of Work for CalSAWS Maintenance and Operations (“M&O”) Project) to Exhibit X of the Agreement.

5. 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 Six Hundred Thirty-Seven Million One Hundred Eighty-Seven Thousand Two Hundred Seventy Dollars (\$1,637,187,270). 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.”

6. Subparagraph 8.2.4 (Regulatory & Administrative Change Budget Services) of Subparagraph 8.2 (Maximum Contract Sums) of Paragraph 8 (Contract Sum) of the Agreement is deleted in its entirety and replaced as follows:

“8.2.4 Regulatory & Administrative Change Budget Services

The Maximum Contract Sum for Regulatory & Administrative Change Budget Services [CONTRACTOR’s total consideration for all Work hereunder, including all applicable taxes and transportation charges for Regulatory & Administrative Change Budget Services] for this Agreement during the Initial Term, shall not exceed Two Hundred Fifty-Nine Million Nine Hundred Fifty-Three Thousand Four Hundred Twenty-Six Dollars (\$259,953,426). Said Maximum Contract Sum for Regulatory & Administrative Change Budget Services, is the sum of the Eighty-Two Million Nine Hundred Fifty-Three Thousand Four Hundred Twenty-Six Dollars (\$82,953,426) in approved scope of work funds (Schedule D (Regulatory & Administrative Change Budget Services) of Schedule 003 (Schedule of Payments)) and One Hundred Sixty-Seven Million Dollars (\$167,000,000) in approved funds for future work to be allocated via the System Change Request process approved by the Consortium Executive Director and CONTRACTOR’s Project Director or their respective designees and Ten Million Dollars (\$10,000,000) in approved funds for future optional Work to transition the CalSAWS System to Consortium or another vendor to be allocated via the System Change Request

process to be approved by the Consortium Executive Director and CONTRACTOR's Project Director or their respective designees. The Parties agree that if a transition is required, they will meet six (6) months prior to the Agreement end date to determine and mutually agree to a transition plan."

7. Subparagraph 8.2.5 (COUNTY Purchases and Orders for Services for Consortium Members) of Subparagraph 8.2 (Maximum Contract Sums) of Paragraph 8 (Contract Sum) of the Agreement is deleted in its entirety and replaced as follows:

"8.2.5 COUNTY Purchases and Orders for Services for Consortium Members

The Maximum Contract Sum for LA COUNTY Purchases and Orders for Services for Consortium Members [CONTRACTOR's total consideration for all Work hereunder, including all applicable taxes and transportation charges for LA COUNTY Purchases and Orders for Services for Consortium Members] for this Agreement during the Initial Term, shall not exceed Thirty-Seven Million Ninety-Nine Thousand Eight Hundred Thirty-Two Dollars (\$37,099,832). Said Maximum Contract Sum for LA COUNTY Purchases is the sum of the Two Million Ninety-Nine Thousand Eight Hundred Thirty-Two Dollars (\$2,099,832) in Schedule E (County Purchases) of Schedule 3 (Schedule of Payments) and Thirty-Five Million Dollars (\$35,000,000) in approved funds for future scope of work, subject to authorization by the CalSAWS Consortium pursuant to Section 5 of the Agreement Regulatory & Administrative Change Budget Services."

8. Subparagraph 8.2.12 (Maintenance and Operations; CalSAWS M&O) of Subparagraph 8.2 (Maximum Contract Sums) of Paragraph 8 (Contract Sum) of the Agreement is 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 Six Hundred One Million Nine Hundred Twenty-Seven Thousand Nine Hundred and Three Dollars (\$601,927,903), as applicable, in Attachment 2 of Schedule 1 to Exhibit X (CalSAWS Maintenance and Operations Extension).

9. Subparagraph 8.2.13 (CalSAWS Imaging Project) of Subparagraph 8.2 (Maximum Contract Sums) of Paragraph 8 (Contract Sum) of the Agreement is deleted in its entirety and replaced as follows:

“8.2.13 CalSAWS Imaging Project

The Maximum Contract Sum for the CalSAWS Imaging Project [CONTRACTOR’s total consideration for all Work hereunder, including all applicable taxes and transportation charges for the CalSAWS Imaging Project] for this Agreement during the Initial Term, shall not exceed Twenty-Three Million Six Hundred Fifty-Six Thousand One Hundred and Eighty Dollars (\$23,656,180), as applicable, in Attachment 2 of Schedule 13 (Statement of Work for CalSAWS Imaging Project).

10. Schedule J (CalSAWS Maintenance and Operations (“M&O”) Project) of Schedule 3 (Schedule of Payments) to Exhibit X (CalSAWS Maintenance and Operations (“M&O”) Extension) is hereby deleted in its entirety and replaced as follows:

Schedule J	
CalSAWS Maintenance and Operations (“M&O”) Project	
Description	Maximum Total Price (USD)
CalSAWS M&O Project – Excluding Innovation Labs (Amendments Fifteen, Twenty-One, Twenty-Four, Twenty-Eight; Change Notice Twelve, Amendment Thirty, Change Notice Twenty-Two, Change Notice Twenty-Five, Amendment Thirty-One, Change Notice Thirty-One, Amendment Thirty-Two)	\$600,785,450
CalSAWS M&O Project – Innovation Labs (Amendments Fifteen, Twenty-One, Amendment Thirty, Change Notice Twenty-Five, Amendment Thirty-Two)	\$1,142,453
Maximum Contract Sum for CalSAWS M&O Project	\$601,927,903

11. Schedule K (CalSAWS Imaging Project) of Schedule 3 (Schedule of Payments) to Exhibit X (CalSAWS Maintenance and Operations (“M&O”) Extension) is hereby deleted in its entirety and replaced as follows:

Schedule K	
CalSAWS Imaging Project	
Description	Maximum Total Price (USD)
CalSAWS Imaging Project (Amendment Nineteen, Amendment Thirty, Amendment Thirty-One, Amendment Thirty-Two)	\$23,656,180
Maximum Contract Sum for CalSAWS Imaging Project	\$23,656,180

12. Effective May 17, 2024, Subparagraph 2.1.1 of Subsection 2.1 (CONSORTIUM EXECUTIVE DIRECTOR) of Exhibit X (CalSAWS Maintenance and Operations (“M&O”) Extension) is hereby deleted in its entirety and replaced as follows:

“The CONSORTIUM Executive Director for this CalSAWS M&O Extension shall be the following person, or such other person as may be designated by the CONSORTIUM’s Board of Directors:

*Julia Erdkamp, Consortium Executive Director
CalSAWS Consortium
Address: 620 Roseville Parkway
Roseville, CA 95747
Telephone Number: (213) 712 1960
Email: Address: ErdkampJ@CalSAWS.org”*

13. Effective May 17, 2024, Section 50 (NOTICES) of Exhibit X (CalSAWS Maintenance and Operations (“M&O”) Extension) is hereby deleted in its entirety and replaced as follows:

“NOTICES:

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. *Julia Erdkamp, CONSORTIUM Executive Director
CalSAWS Consortium
Address: 620 Roseville Parkway
Roseville, CA 95747
Telephone Number: (213) 712 1960
Email Address: ErdkampJ@CalSAWS.org*

With a copy to:

2. *David Tyra
Counsel for Consortium
Address: 1331 Garden Highway, 2nd Floor
Sacramento, California 95833
Telephone Number: (916) 321-4500
Fax Number: (916) 321-4555
Email Address: dtyra@kmtg.com*

If to CONTRACTOR:

1. *Arnold J. Malvick, CONTRACTOR Project Director
Accenture: 1610 R Street, Suite 240
Sacramento, CA 95811
Telephone Number: +16025490465
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"*

14. 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 THIRTY-TWO

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

ACCENTURE, LLP

Dated: _____


By:  Arnold J. Malnick
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Name: _____

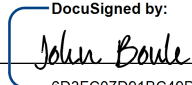
Title: _____

CALSAWS CONSORTIUM

Dated: _____

By:  Michael Sylvester
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Michael Sylvester, Consortium Chair

By:  Mitchell
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Kronick Moskowitz Tiedemann & Girard,
Consortium Legal Counsel

By:  John Boule
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John Boule, Consortium Executive
Director