

Consortium Reviewed By: 

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

**Amendment Number Thirty-Three**

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-Three is effective as of July 18, 2025 (the “Effective Date”) and amends the Agreement.

**RECITALS**

WHEREAS, the CONSORTIUM made the decision to transition the Modification and Enhancements (“M&E”) services provided by CONTRACTOR under the Agreement to a new CONSORTIUM third party vendor; and

WHEREAS, the Parties have agreed to extend the term of Exhibit X (CalSAWS Maintenance and Operations (“M&O”) Extension) to the Agreement, the Parties have executed this Amendment; and

WHEREAS, the Statement of Work for the CalSAWS Maintenance and Operations (“M&O”) Project has been revised to incorporate the scope, effort, and pricing for State Fiscal Year 2025/26; and

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

1. The first sentence of Paragraph 00 (CALSAWS M&O EXTENSION) of the Agreement is deleted in its entirety and replaced as follows:

*“The C-IV Cutover occurred on September 30, 2021 and the term of Exhibit X (CalSAWS Maintenance and Operations Extension) commenced on October 1, 2021 and will expire on February 28, 2026. All Work will end on January 31, 2026 (“M&E Work End Date”), except for Subparagraph 3.7.11 (Subtask 7.11: Project Management), which shall end on the following calendar month (February 28, 2026). The CONSORTIUM will have the option to extend the M&E Work End Date for two (2) extension terms of one (1) month each (“Optional Month”). The M&E Work End Date shall be followed by one calendar month of Project Management Support as provided for in Subparagraph 3.7.11 (Subtask 7.11: Project Management). Should CONSORTIUM exercise the option to an Optional Month, Subparagraph 3.7.11 (Subtask 7.11: Project Management) and the Agreement term shall be extended for an identical term.”*

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

*“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 Thirty-Five Million Two Hundred Ten Thousand Nine Hundred Five Dollars (\$235,210,905). 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 Forty-Two Million Two Hundred Fifty-Seven Thousand Four Hundred Seventy-Nine Dollars (\$142,257,479) 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."*

3. Subparagraph 8.2.12 (CalSAWS Maintenance and Operations; CalSAWS M&O) of Subparagraph 8.2 (Maximum Contract Sum) of Paragraph 8 (Contract Sum) of the Agreement is deleted in its entirety and replaced as follows:

*"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 Twenty-Seven Million Nine Hundred Twenty-Nine Thousand Eighty Dollars (\$627,929,080), as applicable, in Attachment 2 of Schedule 1 to Exhibit X (CalSAWS Maintenance and Operations Extension)."*

4. Paragraph 7 (CALSAWS M&O TERM) of the Exhibit X (CalSAWS Maintenance and Operations ("M&O") Extension) is deleted in its entirety and replaced as follows:

*"The C-IV Cutover occurred on September 30, 2021 and the term of this CalSAWS M&O Extension commenced on October 1, 2021 and expires on February 28, 2026. All Work will end on January 31, 2026 ("M&E Work End Date"), except for Subparagraph 3.7.11 (Subtask 7.11: Project Management), which shall end on the following calendar month (February 28, 2026). The CONSORTIUM will have the option to extend the M&E Work End Date for two (2) extension terms of one (1) month each ("Optional Month"). The M&E Work End Date shall be followed by one calendar month of Project Management Support as provided for in Subparagraph 3.7.11 (Subtask 7.11: Project Management). Should CONSORTIUM exercise*

*the option to an Optional Month, Subparagraph 3.7.11 (Subtask 7.11: Project Management) and the Agreement term shall be extended for an identical term.”*

*CONTRACTOR shall notify CONSORTIUM Executive Director in writing when this CalSAWS M&O Extension is within six (6) months from the expiration of the CalSAWS M&O Term.”*

5. 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-Three 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).
  - 5.1. 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-Three.
  - 5.2. Following Subparagraph 3.6.2 (Subtask 6.2: Virtual Assistant) of the restated Schedule 1 to Exhibit X (Statement of Work for CalSAWS Maintenance and Operations (“M&O”) Project) the parties restated Attachment 13 (Statement of Work for Virtual Assistants) to the Amendment Thirty-One and replaced it with Attachment 2 (Statement of Work for Virtual Assistants) to Amendment Thirty-Three. Pricing details for Attachment 2 (Statement of Work for Virtual Assistants) are defined in Schedule 3D of the restated 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.
  - 5.3. Following Subparagraph 3.6.5 (Subtask 6.5: CDSS Report Support) of the restated Schedule 1 to Exhibit X (Statement of Work for CalSAWS Maintenance and Operations (“M&O”) Project) the parties restated Attachment 2 (Statement of Work for CDSS Report Support) to the Change Notice Thirty-Eight and replaced it with Attachment 3 (Statement of Work for CDSS Report Support) to Amendment Thirty-Three. Pricing details for Attachment 3 (Statement of Work for CDSS Report Support) are defined in Schedule 3G of the restated 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.

- 5.4. Following Subparagraph 3.6.6 (Subtask 6.6: DHCS Report Support) of the restated Schedule 1 to Exhibit X (Statement of Work for CalSAWS Maintenance and Operations (“M&O”) Project) the parties restated Attachment 12 (Statement of Work for DHCS Report Support) to the Amendment Thirty-One and replaced it with Attachment 4 (Statement of Work for DHCS Report Support) to Amendment Thirty-Three. Pricing details for Attachment 4 (Statement of Work for DHCS Report Support) are defined in Schedule 3H of the restated 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.
- 5.5. Following Subparagraph 3.6.15 (Subtask 6.15: Data Growth - Test Data Slicer/Scrubber Capability) of the restated Schedule 1 to Exhibit X (Statement of Work for CalSAWS Maintenance and Operations (“M&O”) Project) the parties restated Attachment 9 (Statement of Work for Test Data Slicer/Scrubber Capability) to the Amendment Thirty-One and replaced it with Attachment 5 (Statement of Work for Test Data Slicer/Scrubber Capability) to Amendment Thirty-Three. Pricing details for Attachment 5 (Statement of Work for Test Data Slicer/Scrubber Capability) are defined in Schedule 3Q of the restated 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.
- 5.6. Following Subparagraph 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 restated Attachment 1 (Statement of Work for Security and Upgrades) to the Change Notice Thirty-Seven and replaced it with Attachment 6 (Statement of Work for Security and Upgrades) to Amendment Thirty-Three. Pricing details for Attachment 6 (Statement of Work for Security and Upgrades) are defined in Schedule 3W of the restated 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.

6. 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:

<b>Schedule J</b>	
<b>CalSAWS Maintenance and Operations (“M&amp;O”) Project</b>	
<b>Description</b>	<b>Maximum Total Price (USD)</b>
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, Change Notice Thirty-Eight, Amendment Thirty-Three)	\$626,786,627
CalSAWS M&O Project – Innovation Labs (Amendments Fifteen, Twenty-One, Amendment Thirty, Change Notice Twenty-Five, Amendment Thirty-Two)	\$1,142,453
<b>Maximum Contract Sum for CalSAWS M&amp;O Project</b>	<b>\$627,929,080</b>


7. Schedule 7 to Exhibit X (Performance Requirements) is hereby deleted in its entirety and replaced with Attachment 7 to this Amendment Thirty-Three the restated Schedule 7 to Exhibit X (Performance Requirements).
8. 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-THREE**

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

**ACCENTURE, LLP**

Dated: July 17, 2025

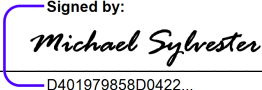
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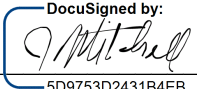
Name: Lisa Salas

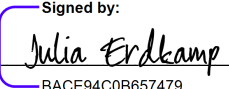
Title: Managing Director

**CALSAWS CONSORTIUM**

Dated: July 18, 2025

By:  D401979858D0422...  
Michael Sylvester, Consortium Chair

By:  5D9753D2431B4EB...  
Kronick Moskowitz Tiedemann & Girard,  
Consortium Legal Counsel

By:  BACE94C0B657479...  
Julia Erdkamp, Consortium Executive  
Director