

CONSORTIUM REVIEWED BY: \_\_\_\_\_

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

**Change Notice Number Twenty-Five**

**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 THE PROVISION OF THE CALIFORNIA STATEWIDE AUTOMATED WELFARE SYSTEM (“CALSAWS”).**

Pursuant to Subparagraph 5.2.1 of Subparagraph 5.2 (Required Approvals) of Paragraph 5 (Change Notices and Amendments) in the CalSAWS Maintenance and Operations (“M&O”) Extension, Consortium and Accenture agree to modify the Agreement to include changes that do not materially affect the scope of work, term, payments, or any term or condition of the Agreement except as provided in this Change Notice Number Twenty-Five. Consortium and Accenture hereby agree to the following modifications to the Agreement:

1. Consortium has allotted funding that may be used toward future work for Regulatory & Administrative (“R&A”) Change Budget Services, when the allocation for which is approved by the Consortium Executive Director and Accenture’s Project Director or their respective designees.
2. This Change Notice Number Twenty-Five requests Three Hundred Ninety Thousand Seven Hundred Twenty Dollars (\$390,720) to be used for additional R&A Change Budget Services hours for Work related to the BenefitsCal AT5 and STG3 Environments requested by the Consortium. The estimated effort, prices, and assumptions are set forth in the attached Attachment 1 (BenefitsCal AT5 and STG3 Environments). R&A Change Budget Services related to the BenefitsCal AT5 and STG3 Environments will be conducted and invoiced on a Time and Materials basis in an amount not to exceed Three Hundred Ninety Thousand Seven Hundred Twenty Dollars (\$390,720).
  - 2.1. The detailed scope for BenefitsCal AT5 and STG3 Environments is defined in the attached Attachment 2 (Statement of Work for BenefitsCal AT5 and STG3 Environments)

3. This Change Notice Number Twenty-Five requests Fifty-Six Thousand Nine Hundred Seventy-Seven Dollars (\$56,977) to be used for additional R&A Change Budget Services hours for Work related to the CalWIN Training Laptop Imaging requested by the Consortium. The estimated effort, prices, and assumptions are set forth in the attached Attachment 3 (CalWIN Training Laptop Imaging). R&A Change Budget Services related to the CalWIN Training Laptop Imaging will be conducted and invoiced on a Time and Materials basis in an amount not to exceed Fifty-Six Thousand Nine Hundred Seventy-Seven Dollars (\$56,977).
4. This Change Notice Number Twenty-Five requests Two Million Three Hundred Seventeen Thousand Three Hundred One Dollars (\$2,317,301) to be used for additional R&A Change Budget Services hours for Work related to the Correspondence Additional Hours requested by the Consortium. The estimated effort, prices, and assumptions are set forth in the attached Attachment 4 (Correspondence Additional Hours). R&A Change Budget Services related to the Correspondence Additional Hours will be conducted and invoiced on a Time and Materials basis in an amount not to exceed Two Million Three Hundred Seventeen Thousand Three Hundred One Dollars (\$2,317,301).
5. This Change Notice Number Twenty-Five requests One Million Four Hundred Sixty-Six Thousand Six Hundred Thirty-Seven Dollars (\$1,466,637) to be used for additional R&A Change Budget Services hours for Work related to the Data Growth - Cost Avoidance: Archive Phase 1 and 2 requested by the Consortium. The estimated effort, prices, and assumptions are set forth in the attached Attachment 5 (Data Growth - Cost Avoidance). R&A Change Budget Services related to the Data Growth - Cost Avoidance will be conducted and invoiced on a Time and Materials basis in an amount not to exceed One Million Four Hundred Sixty-Six Thousand Six Hundred Thirty-Seven Dollars (\$1,466,637).
  - 5.1. The detailed scope for Archive Phase 1 and 2 is defined in the Attachment 6 (Statement of Work for Archive Phase 1 and 2).
6. This Change Notice Number Twenty-Five requests Twenty Eight Thousand Ninety-Five Dollars (\$28,095) to be used for additional R&A Change Budget Services hours for Work related to the New Required Notices and STAT 47 Report Modification requested by the Consortium. The estimated effort, prices, and assumptions are set forth in the attached Attachment 7 (New Required Notices and STAT 47 Report Modification). R&A Change Budget Services related to the New Required Notices and STAT 47 Report Modification will be conducted and invoiced on a Time and Materials basis in an amount not to exceed Twenty-Eight Thousand Ninety-Five Dollars (\$28,095).
7. This Change Notice Number Twenty-Five requests Nine Hundred Ninety-Three Thousand Seven Hundred Twenty Dollars (\$993,720) to be used for additional R&A Change Budget Services hours for Work during State Fiscal Years 2022/23 related to providing Functional Support related to the CalWIN Counties' migration to the CalSAWS System, requested by the Consortium. The detailed scope, estimated effort, prices, and assumptions are set forth in the attached Attachment 8 (Statement of Work for Functional Support) and its updated

Schedule 1 (Pricing Schedules) and Schedule 2 (Compute Resource Specification). Attachment 8 to this One-time R&A Change Budget Services for conducting the functional support will be conducted and invoiced based on fixed price milestones in an amount not to exceed Five Million Seven Hundred Seventy-Seven Thousand Seven Hundred Seventy-Two Dollars (\$5,777,772).

This request supersedes the original request of Four Million Seven Hundred Eighty-Four Thousand Fifty-Two Dollars (\$4,784,052) for Functional support related to the CalWIN Counties' migration to the CalSAWS System that was approved on July 22, 2022, via Change Notice Number Nineteen.

This Change Notice Twenty-Five deletes Attachment 1 to the Change Notice Number Nineteen in its entirety and replaces it by Attachment 8 (Statement of Work for Functional Support) to this Change Notice Twenty Five.

8. This Change Notice Number Twenty-Five requests Eight Hundred Twenty-Seven Thousand Four Hundred Thirty-Six Dollars (\$827,436) to be used for additional R&A Change Budget Services hours for Work during State Fiscal Years 2022/23 related to Security - EDR, Tech Arch, NIST, requested by the Consortium. The estimated effort, prices, and assumptions are set forth in the attached Attachment 9 (Security - EDR, Tech Arch, NIST). One-time R&A Change Budget Services for Security - EDR, Tech Arch, NIST will be conducted and invoiced based on a Time and Materials basis in an amount not to exceed Eight Hundred Twenty-Seven Thousand Four Hundred Thirty-Six Dollars (\$827,436).
- 8.1. The detailed scope for EDR is defined in Attachment 10 (Statement of Work for Endpoint Detection and Response).
9. This Change Notice Number Twenty-Five requests Fifty Thousand Sixty Hundred Forty-Six Dollars (\$50,646) to be used for additional R&A Change Budget Services hours for Work related to the CalSAWS HA and DR API Gateway to DR East requested by the Consortium. The estimated effort, prices, and assumptions are set forth in the attached Attachment 12 (CalSAWS HA and DR API Gateway to DR East). R&A Change Budget Services related to the CalSAWS HA and DR API Gateway to DR East will be conducted and invoiced on a Time and Materials basis in an amount not to exceed Fifty Thousand Sixty Hundred Forty-Six Dollars (\$50,646).
10. This Change Notice Number Twenty-Five reduces total allocated funds for R&A Change Budget Services by Six Million One Hundred Thirty-One Thousand Five Hundred Thirty-Two Dollars (\$6,131,532).
11. Subsequent to the final approval of this Change Notice Number Twenty-Five, the balance remaining from the Ninety-Two Million Dollars (\$92,000,000) in Agreement Section 8.2.4 Regulatory and Administrative Change Budget Services of approved but unallocated funds

for future work to be allocated will be Thirty One Million Nine Hundred Twenty-Two Thousand One Hundred Sixty-Six Dollars (\$31,922,166).

12. This Change Notice Twenty-Five updates Schedule 1 (Statement of Work for CalSAWS Maintenance and Operations (“M&O”) Project) and its Attachment 2 (CalSAWS M&O Pricing Schedules) to reflect removal of Innovation Lab SFY 22/23 budget in amount of One Million Nine Hundred Fifty-Two Thousand Six Hundred Seventy-One Dollars (\$1,952,671), removal of Central Print in amount of Nine Hundred Twenty-Eight Thousand Nineteen Dollars (\$928,019) under CalSAWS M&O - Technical Infrastructure Services Charges and CalSAWS Maintenance and Operations - Production Operations Charges, addition of 3,360 hours for ForgeRock in the amount of Four Hundred Ninety-Seven Thousand Two Hundred Eighty Dollars (\$497,280) in SFY 22/23, shift of 20,328 hours and Three Million Two Hundred Seventeen Thousand Three Hundred Thirteen Dollars (\$3,217,313) from Application Maintenance - CalHEERS to Application Maintenance – Base within SFY 2022/23.

Following changes described in this section Schedule 1 to Exhibit X (Statement of Work for CalSAWS Maintenance and Operations (“M&O”) Project) inclusive of Attachment 1 (CalSAWS M&O Contractor Assumptions), Attachment 2 (CalSAWS M&O Pricing Schedules), Attachment 3 (CalSAWS M&O Hardware and Software Specifications), Attachment 4 (CalSAWS M&O Production Operations Specifications) is hereby deleted in its entirety and replaced with Attachment 11 to this Change Notice Number Twenty-Five the restated Schedule 1 to Exhibit X (Statement of Work for CalSAWS Maintenance and Operations (“M&O”) Project) inclusive of Attachment 1 (CalSAWS M&O Contractor Assumptions), Attachment 2 (CalSAWS M&O Pricing Schedules), Attachment 3 (CalSAWS M&O Hardware and Software Specifications), Attachment 4 (CalSAWS M&O Production Operations Specifications).

13. 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 Four Hundred Twenty-Three Million One Hundred Twelve Thousand Four Hundred Thirty-Three Dollars (\$1,423,112,433). 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.”*

14. 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 Four Hundred Eighty One Million Five Hundred Four Thousand Three Hundred Ninety-Two Dollars (\$481,504,392), as applicable, in Attachment 2 of Schedule 1 to Exhibit X (CalSAWS Maintenance and Operations Extension).”*

15. 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)	\$480,132,507
CalSAWS M&O Project – Innovation Labs (Amendments Fifteen, Twenty-One, Amendment Thirty, Change Notice Twenty-Five)	\$1,371,885

<b>Maximum Contract Sum for CalSAWS M&amp;O Project</b>	<b>\$481,504,392</b>
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16. Using the County purchase process, the Counties defined in the table below have purchased various Services, equipment, and software items. This Change Notice Number Twenty-Five requests Eight Hundred Eighty Six Thousand Five Hundred Sixty-Five Dollars (\$886,565) to be used for the following purchases that were funded and approved by the individual Counties, which are incorporated into the CalSAWS M&O Extension:

<b>CPO#</b>	<b>County</b>	<b>Services description</b>	<b>Value</b>
OR-01-2022	Orange	Kiosks (Qty 10) and Production Operations for Managed FACTs (Qty 24)	\$284,101.00
PR-01-2022 Rev 1	Placer	Kiosks (Qty 3) and Production Operations for FACT - Revision 1	(\$564.00)
SC-01-2021 Rev 1	Santa Clara	Hyland Document Export Support - Revision 1	\$0.00
SC-01-2022	Santa Clara	Kiosks (Qty 6)	\$157,826.00
SO-01-2022	Sonoma	Kiosks (Quantity 6) and Production Operations for Managed FACTs (Quantity 5)	\$230,930.00
VN-01-2022	Ventura	Kiosks (Quantity 7)	\$212,782.00
YB-01-2022	Yuba	Administrative Charges for Managed FACTs	\$1,490.00

17. Subsequent to the approval of this Change Notice Number Twenty-Five, the balance remaining from the Twenty Million Dollars (\$20,000,000) in Exhibit X Section 8.2.5 of approved but unallocated funds for additional County Purchases and Orders for Services for Consortium Members to be allocated will be Eleven Million Seven Hundred Forty-Five Thousand Six Hundred Twenty-Six Dollars (\$11,745,626).

This Change Notice Number Twenty-Five is effective as of March 10, 2023 (the “Effective Date”).

Except as provided in this Change Notice Number Twenty-Five, all other terms and conditions of the Agreement shall remain in full force and effect.

**ACCENTURE, LLP**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Gaurav Diwan, CalSAWS Account Lead

**CALSAWS CONSORTIUM**

Dated: \_\_\_\_\_

By: \_\_\_\_\_  
Michael Sylvester, Consortium Chair

By: \_\_\_\_\_  
Kronick Moskowitz Tiedemann &  
Girard, Consortium Legal Counsel

By: \_\_\_\_\_  
John Boule, Consortium Executive  
Director