

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

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

**Change Notice Number Twenty-Eight**

**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-Eight. 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-Eight requests One Million Three Hundred Eighty-Five Thousand Nine Hundred Ninety-Nine Dollars (\$1,385,999) to be used for additional R&A Change Budget Services hours for Work related to the Reimbursement for Food benefit Automation requested by the Consortium. The estimated effort, prices, and assumptions are set forth in the attached Attachment 1 (Reimbursement for Food benefit Automation). R&A Change Budget Services related to the Reimbursement for Food benefit Automation will be conducted and invoiced on a Time and Materials basis in an amount not to exceed One Million Three Hundred Eighty-Five Thousand Nine Hundred Ninety-Nine Dollars (\$1,385,999).
3. This Change Notice Number Twenty-Eight requests Two Hundred Fifty Thousand Five Hundred Fifty-Nine Dollars (\$250,559) to be used for additional R&A Change Budget Services hours for Work related to the Stage One Continuous Eligibility - Automation requested by the Consortium. The estimated effort, prices, and assumptions are set forth in the attached Attachment 2 (Stage One Continuous Eligibility – Automation). R&A Change Budget Services related to the Stage One Continuous Eligibility - Automation will be conducted and invoiced on a Time and Materials basis in an amount not to exceed Two Hundred Fifty Thousand Five Hundred Fifty-Nine Dollars (\$250,559).
4. This Change Notice Number Twenty-Eight requests One Hundred Fifty-One Thousand Thirty-Two Dollars (\$151,032) to be used for additional R&A Change Budget Services hours for Work related to the Work Registration CalFresh Disqualification Notice Update requested by the Consortium. The estimated effort, prices, and assumptions are set forth in the attached Attachment 3 (Work Registration CalFresh Disqualification Notice Update). R&A Change Budget Services related to the Work Registration CalFresh Disqualification Notice Update will be conducted and invoiced on a Time and Materials basis in an amount not to exceed One Hundred Fifty-One Thousand Thirty-Two Dollars (\$151,032).

5. This Change Notice Number Twenty-Eight requests Forty-Nine Thousand One Hundred Seventy-Two Dollars (\$49,172) to be used for additional R&A Change Budget Hardware and Software Charges es for Work related to the CARES Development Environment Funding requested by the Consortium. The estimated effort, prices, and assumptions are set forth in the attached Attachment 4 (CARES Development Environment Funding). R&A Change Budget Services related to the CARES Development Environment Funding will be conducted and invoiced on a Time and Materials basis in an amount not to exceed Forty-Nine Thousand One Hundred Seventy-Two Dollars (\$49,172).
6. This Change Notice Number Twenty-Eight requests a shift of One Million Three Hundred Fifty-Eight Thousand Nine Hundred Eighteen Dollars (\$1,358,918) R&A Change Budget Services from State Fiscal Year 2022/23 to 2023/24 for Work requested by the Consortium related to the Data Growth – Cost Avoidance: Archive Phase 1 & 2. R&A Change Budget Services related the Archive Phase 1 & 2 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). Attachment 5 (Data Growth) to this Change Notice Twenty-Eight supersedes Attachment 5 (Data Growth Price) to Change Notice Number Twenty-Five dated March 10, 2023.
  - 6.1. The detailed scope for Archive Phase 1 and 2 is defined in restated Statement of Work for Archive Phase 1 and 2, Attachment 6 hereto, which supersedes Attachment 6 to the Change Notice Number Twenty-Five dated March 10, 2023.
  - 6.2. Pricing details for the scope of this Statement of Work for Archive Phase 1 and 2 are defined:
    - 6.2.1. For the period from June 1, 2023, though the end of this SOW, Archive Phase 1 is funded under both Attachment 5 (Pricing Schedules for Data Growth – Cost Avoidance: Archive Phase 1 & 2) to the Change Notice Twenty-Eight to the Agreement and in schedule 3O 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. For avoidance of doubt, for the period of SFY 23-24, Archive Phase 1 is funded under both Attachment 5 (Pricing Schedules for Data Growth – Cost Avoidance: Archive Phase 1 & 2) to the Change Notice Twenty-Eight to the Agreement and in schedule 3O 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.

6.2.2. For the period from March 1, 2023, to May 31, 2023, for Data Growth – Cost Avoidance: Archive Phase 2 only, in Attachment 5 (Pricing Schedules for Data Growth – Cost Avoidance: Archive Phase 1 & 2) to the Change Notice Twenty-Eight to the Agreement.

3.6.3. For the period from June 1, 2023, through the end of this SOW, for Archive Phase 2 only, in schedule 3O 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.

7. This Change Notice Number Twenty-Eight requests a shift of Two Hundred Fifty-Eight Thousand Two Hundred Ninety-Seven Dollars (\$258,297) R&A Change Budget Services from State Fiscal Year 2022/23 to 2023/24 for Work requested by the Consortium related to the NIST Rev5 Uplift. R&A Change Budget Services related the NIST Rev5 Uplift will be conducted and invoiced on a Time and Materials basis in an amount not to exceed Eight Hundred Twenty-Seven Thousand Four Hundred Thirty-Six Dollars (\$827,436). Attachment 7 (Pricing Schedule for Security - EDR, Tech Arch, NIST) to this Change Notice Twenty-Eight supersedes Attachment 9 (Security - EDR, Tech Arch, NIST) to Change Notice Number Twenty-Five dated March 10, 2023.

7.1. The detailed scope for Statement of Work for NIST Rev5 Uplift, is defined in restated Statement of Work for NIST Rev5 Uplift Attachment 8 hereto, which supersedes Attachment 14 to the Amendment Thirty-One dated August 25, 2023.

7.2. The pricing details for the scope of Attachment 8 (Statement of Work for NIST Rev5 Uplift) to Change Notice Twenty-Eight are defined:

7.2.1. For the period from October 1, 2023, to December 31, 2023, up to 1,440 hours are included in Attachment 7 (Pricing Schedules for Security - EDR, Tech Arch, NIST) to the Change Notice Twenty-Eight to the Agreement.

7.2.2. For the period from January 1, 2024 though the end of this SOW, up to 960 hours are included in schedule 3M 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.

8. The total amount of funds for additional R&A Change Budget Services requested pursuant to this Change Notice is One Million Eight Hundred Thirty-Six Thousand Seven Hundred Sixty-Two Dollars (\$1,836,762).
9. Subsequent to the approval of this Change Notice Number Twenty-Seven, 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 Twenty-Seven Million One Hundred Eleven Thousand Nine Hundred Dollars (\$27,111,900).
10. Using the County purchase process, the Counties defined in the table below have purchased various Services, equipment, and software items directly related to the development and implementation of the CalSAWS System. This Change Notice Number Twenty-Eight requests Five Hundred Eighty-One Thousand Eight Hundred Seventy-Three Dollars Four Cents (\$581,873.04) 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:

CPO #	County	Service Description	Value
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HM-03-2023	Humboldt	Licensing for Additional Customer Service Center ("CSC") Expansion (Quantity 35)	\$100,306.22
SM-02-2023	San Mateo	Request for Changes to the General Assistance ("GA") County-Specific Program	\$142,908.73
SM-03-2023	San Mateo	Licensing for Additional Customer Service Center Expansion (Quantity 20)	\$23,060.00
SN-01-2023	Santa Barbara	Licensing for Additional Customer Service Center ("CSC") Expansion (Quantity 67)	\$192,014.76
SO-02-2023	Sonoma	Licensing for Additional Customer Service Center Expansion (Quantity 44)	\$123,583.33

11. Subsequent to the approval of this Change Notice Number Twenty-Eight, 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 Five Million Three Hundred Seventy-Seven Thousand Four Hundred Seventy-Four Dollars Eighty-Five Cents (\$5,377,474.85).
12. As provided for in Subtask 2.1 (Northern Location and Southern Location Support) of Schedule 1 to Exhibit X (Statement of Work for CalSAWS Maintenance and Operations ("M&O") Project), the Northern and Southern Locations are being torn down.
13. Consortium has requested Contractor to support Roseville Office location network upgrade (ADF Migration and Roseville Build-Out). This Change Notice Number Twenty-Eight requests a shift of Four Hundred Thirty-Three Thousand One Hundred Ninety-Six Dollars (\$433,196) from WAN Administration of Production Operations line item to Technical Infrastructure Services of Production Operations line items to be used for the ADF Migration and Roseville Build-Out requested by the Consortium. The effort and price details for the ADF Migration and Roseville Build-Out are set forth in Schedule 3A "Prod Ops" of the restated Attachment 2 (CalSAWS M&O Pricing Schedules) to the Schedule 1 to Exhibit X (Statement of Work for CalSAWS Maintenance and Operations ("M&O") Project) following section 15.1 hereof.

14. As a result of the events described in sections 12 and 13 hereof, Schedule 1 to Exhibit X (Statement of Work for CalSAWS Maintenance and Operations (“M&O”) Project) and its Attachment 1 (CalSAWS M&O Contractor Assumptions), Attachment 2 (CalSAWS M&O Pricing Schedules), Attachment 4 (CalSAWS M&O Production Operations Specifications) and Attachment 5 (CalSAWS M&O Compute Resource Specifications) are hereby deleted in their entirety and replaced with Attachment 9 to this Change Notice Twenty-Eight the restated Schedule 1 to Exhibit X (Statement of Work for CalSAWS Maintenance and Operations (“M&O”) Project) and its restated of Attachment 1 (CalSAWS M&O Contractor Assumptions), Attachment 2 (CalSAWS M&O Pricing Schedules), Attachment 4 (CalSAWS M&O Production Operations Specifications), and Attachment 5 (CalSAWS M&O Compute Resource Specifications).
- 15.1. 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 replaced with Attachment 9 to this Change Notice Twenty-Eight.
- 15.2. As a result of the events described in sections 12 and 13, and potential WAN savings from previous State Fiscal Years, the parties agree that Attachment 4 (CalSAWS M&O Production Operations Specifications) will be amended in an upcoming Change Notice.
- 15.3. Attachment 1 (CalSAWS M&O Contractor Assumptions), Attachment 4 (CalSAWS M&O Production Operations Specifications), and Attachment 5 (CalSAWS M&O Compute Resource Specifications) to Schedule 1 to Exhibit X (Statement of Work for CalSAWS Maintenance and Operations (“M&O”) Project) remain unchanged and are not attached to this Change Notice Twenty-Eight.
- 15.4. Following events described in sections 12 and 13 hereof, detailed list of CalSAWS Hardware and Software which is captured in the living document "CalSAWS M&O Schedule Baseline" maintained on the CalSAWS SharePoint, is updated accordingly.

This Change Notice Number Twenty-Eight is effective as of September 15, 2023 (the “Effective Date”).

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

**ACCENTURE, LLP**

**CALSAWS CONSORTIUM**

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

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

By: \_\_\_\_\_

Arnold J. Malvick,  
Accenture Managing Director

By: \_\_\_\_\_

Michael Sylvester, Consortium Chair

By: \_\_\_\_\_

Kronick Moskovitz Tiedemann &  
Girard, Consortium Legal Counsel

By: \_\_\_\_\_

John Boule, Consortium Executive  
Director