

CONSORTIUM REVIEWED BY: _____

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

Change Notice Number Thirty-Five

AMENDED RESTATED AND REVISED LEADER REPLACEMENT SYSTEM AGREEMENT (“AGREEMENT”), EXHIBIT X (CALSAWS MAINTENANCE AND OPERATIONS (“M&O”) EXTENSION, 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 Thirty-Five. Consortium and Accenture hereby agree to the following modifications to the Agreement:

Change Notice Number Thirty-Five

Effective Date September 27, 2024

1. 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 Thirty-Five requests Three Hundred Five Thousand Nine Hundred Twenty-Six Dollars Fifty Cents (\$305,926.50) 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
KR-04-2023	Kern	Software Renewal and Production Operations for 100 Additional Contact Service Center ("CSC") Agents	\$177,007.20
SC-01-2023 - Revision 1	Santa Clara	Additional Licensing for Contact Service Center ("CSC") (Quantity 50) - Revision 1	\$97,080.60
SD-01-2024 - Revision 1	San Diego	Request for Purpose-Built, Curated Data Set ("PBDS") Access from CalSAWS Amazon Simple Storage Solution ("Amazon S3") Location - Revision 1	(\$7,810.80)
SR-01-2024	Santa Cruz	Additional Licensing for Customer Service Center ("CSC") Expansion (Quantity 25)	\$39,649.50

2. Subsequent to the approval of this Change Notice Number Thirty-Five, the balance remaining from the Thirty-Five Million Dollars (\$35,000,000) in Agreement Paragraph 8.2.5 of approved but unallocated funds for additional County Purchases and Orders for Services for Consortium Members to be allocated will be Thirteen Million Seven Hundred Thirty-Seven Thousand Nine Hundred Ninety-One Dollars Six Cents (\$13,737,991.06).
3. As a result of the Production Operations Charges re-baselining efforts undertaken by the Parties, the Parties agree to delete Attachment 4 (CalSAWS M&O Production Operations Specifications) to the Schedule 1 (Statement of Work for CalSAWS Maintenance and Operations ("M&O") Project) to Exhibit X and replace it with Attachment 2 to this Change Notice Number Thirty-Five, the restated Attachment 4 (CalSAWS M&O Production Operations Specifications) to the Schedule 1 (Statement of Work for CalSAWS Maintenance and Operations ("M&O") Project) to Exhibit X.

4. As a result of WAN site updates and to document the current capacity resulting of these upgrades, Attachment 4 (CalSAWS M&O Production Operations Specifications) to Schedule 1 (Statement of Work for CalSAWS Maintenance and Operations (“M&O”) Project) to Exhibit X is deleted in its entirety and is replaced with Attachment 2 to this Change Notice Number Thirty-Five, the restated Attachment 4 (CalSAWS M&O Production Operations Specifications) to the Schedule 1 (Statement of Work for CalSAWS Maintenance and Operations (“M&O”) Project) to Exhibit X. Additionally, the WAN site update fees are reflected in the “Schedule 4 Production Operation Charges” of the Attachment 1 to this Change Notice Number Thirty-Five, 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.

4.1. The WAN site updates are funded by the WAN Changes documented in Attachment 2 to this Change Notice Number Thirty-Five, the restated Attachment 4 (CalSAWS M&O Production Operations Specifications) to the Schedule 1 (Statement of Work for CalSAWS Maintenance and Operations (“M&O”) Project) to Exhibit X.

5. The Parties have agreed to extend the term of the Statement of Work for New Production Monthly Second Cut Database Only Environment through January 31, 2025. As result of such extension, the Statement of Work for New Production Monthly Second Cut Database Only Environment is hereby deleted in its entirety and replaced with Attachment 3 to this Change Notice Number Thirty-Five, the restated Statement of Work for New Production Monthly Second Cut Database Only Environment.

5.1. This extension is funded by the re-baselining effort for Production Operations Charges documented in Attachment 2 to this Change Notice Number Thirty-Five, the restated Attachment 4 (CalSAWS M&O Production Operations Specifications) to the Schedule 1 (Statement of Work for CalSAWS Maintenance and Operations (“M&O”) Project) to Exhibit X.

5.2. The associated fees for the extension of the Statement of Work for New Production Monthly Second Cut Database Only Environment are reflected in Schedule 3T of the Attachment 1 to this Change Notice Number Thirty-Five, the restated Attachment 2

Commented [FDB1]: Hernandez, Alan J. Should we clarify in the recitals where we are getting the funds from, or is enough if we keep the record in our CM internal tracker?

Commented [AH2R1]: Yes we should call out where these funds are coming from

Commented [AH3R1]: Please add a separate paragraph that talks about the rebaseline of Prod Ops Specs

Commented [FDB4R1]: Hernandez, Alan J. For re-baseline please refer to paragraph 3. For the funds for extension please refer to paragraph 5.1

(CalSAWS M&O Pricing Schedules) to Schedule 1 (Statement of Work for CalSAWS Maintenance and Operations (“M&O”) Project) to Exhibit X.

6. This Change Notice Number Thirty-Five requests a shift of One Thousand One Hundred Four (1,104) hours for CSAC-31 from State Fiscal Year 2024/25 to 2025/26. This shift is documented in Schedule 3W “Security and Upgrades” of Attachment 1 to this Change Notice Number Thirty-Five, the restated Attachment 2 (CalSAWS M&O Pricing Schedules) to Schedule 1 (Statement of Work for CalSAWS Maintenance and Operations (“M&O”) Project) to the Exhibit X.

6.1.As a result of the shift of hours mentioned in the preceding paragraph, the Statement of Work for Security and Upgrades is deleted in its entirety and is replaced with Attachment 4 to this Change Notice Number Thirty-Five, the restated Statement of Work for Security and Upgrades.

7. This Change Notice Number Thirty-Five requests a shift of One Thousand One Hundred Sixty (1,160) hours for TLM-68 from State Fiscal Year 2025/26 to 2024/25. This shift is documented in Schedule 3W “Security and Upgrades” of Attachment 1 to this Change Notice Number Thirty-Five, the restated Attachment 2 (CalSAWS M&O Pricing Schedules) to Schedule 1 (Statement of Work for CalSAWS Maintenance and Operations (“M&O”) Project) to the Exhibit X.

7.1.As a result of the shift of hours mentioned in the preceding paragraph, the Statement of Work for Security and Upgrades is deleted in its entirety and is replaced with Attachment 4 to this Change Notice Number Thirty-Five, the restated Statement of Work for Security and Upgrades.

This Change Notice Number Thirty-Five is effective as of September 27, 2024 (the “Effective Date”).

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

ACCENTURE, LLP

Dated: _____

By: _____
Arnold J. Malvick,
Accenture Managing Director

CALSAWS CONSORTIUM

Dated: _____

By: _____
Michael Sylvester, Consortium Chair

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

By: _____
Julia Erdkamp, Consortium Executive
Director