

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

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

**Change Notice Number Thirty-Eight**

**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-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 Thirty-Eight requests Two Hundred Twenty-Nine Thousand Six Hundred Eighty Dollars (\$229,680) to be used for additional R&A Change Budget Services hours for State Fiscal Year 2024/25 for Work related to the CDSS Report Support. The estimated effort, prices, and assumptions are set forth in Attachment 1 (CDSS Report Support). R&A Change Budget Services related to CDSS Report Support will be conducted and invoiced on a Time and Materials basis in an amount not to exceed Six Hundred One Thousand One Hundred Seventy Dollars (\$601,170). Attachment 1 (CDSS Report Support) to this Change Notice Thirty-Eight supersedes Attachment 6 (CDSS Report Support) to Change Notice Number Twenty-Three dated December 16, 2022.

2.1.Attachment 11 (Statement of Work for CDSS Report Support) to the Amendment Thirty-One is deleted in its entirety. This Change Notice Number Thirty-Eight includes the restated Statement of Work for CDSS Report Support as Attachment 2 to this Change Notice.

3. The total amount of funds for additional R&A Change Budget Services requested pursuant to this Change Notice is Two Hundred Twenty-Nine Thousand Six Hundred Eighty Dollars (\$229,680).
4. Subsequent to the approval of this Change Notice Number Thirty-Eight, the balance remaining from the One Hundred and Sixty-Seven Million Dollars (\$167,000,000) in Agreement Paragraph 8.2.4 Regulatory and Administrative Change Budget Services of approved but unallocated funds for future work to be allocated will be Forty-Eight Million Four Hundred Ninety-Two Thousand Seven Hundred Thirty-Three Dollars One Cent (\$48,492,733.01).

5. The first sentence of Section 00 (CALSAWS M&O EXTENSION) of the Base Agreement (Amended, Restated and Revised Leader Replacement System Agreement for a California Statewide Automated Welfare System) 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 July 31, 2025.”*
6. Subparagraph 1.4.13 (CalSAWS System) of Subparagraph 1.4 (DEFINITIONS) of Paragraph 1 (APPLICABLE DOCUMENTS AND DEIFINITIONS) of the Exhibit X (CalSAWS Maintenance and Operations (“M&O”) Extension) is deleted in its entirety and replaced as follows:  
*“Through January 31, 2025, the term “CalSAWS System” shall mean: all CalSAWS Hardware, CalSAWS Software, and CalSAWS DD&I Services described in this CalSAWS M&O Extension and as otherwise agreed to in writing by CONSORTIUM and CONTRACTOR pursuant to Paragraph 5 (Change Notices and Amendments), collectively comprising the California Statewide Automated Welfare System for CONSORTIUM. As of February 1, 2025, the term “CalSAWS System” shall mean: all CalSAWS Software, and Application Support Services described in this CalSAWS M&O Extension and as otherwise agreed to in writing by CONSORTIUM and CONTRACTOR pursuant to Paragraph 5 (Change Notices and Amendments), collectively comprising the California Statewide Automated Welfare System for CONSORTIUM. Reference to the CalSAWS System may include one or more components thereof or the entire CalSAWS System.”*
7. Subparagraph 1.4.21 (CONTRACTOR Key Staff) of Subparagraph 1.4 (DEFINITIONS) of Paragraph 1 (APPLICABLE DOCUMENTS AND DEIFINITIONS) of the Exhibit X (CalSAWS Maintenance and Operations (“M&O”) Extension) is deleted in its entirety and replaced as follows:  
*“The term “CONTRACTOR Key Staff” shall mean CONTRACTOR Executive Director, Functional Manager and Project Controller. Reference to CONTRACTOR Key Staff may include one (1) or more staff thereof or all CONTRACTOR Key Staff.”*

8. Subparagraph 2.2.1 of Subparagraph 2.2 (CALSAWS PROJECT DIRECTOR) of Paragraph 2 (ADMINISTRATION OF AGREEMENT – CONSORTIUM) of the Exhibit X (CalSAWS Maintenance and Operations (“M&O”) Extension) is deleted in its entirety and replaced as follows:

*“The CalSAWS Project Director for this CalSAWS M&O Extension shall be the following person or such other person as may be designated by CONSORTIUM Executive Director:*

*Holly Murphy, CalSAWS Project Director*

*CalSAWS Consortium*

*Address: 620 Roseville Parkway*

*Roseville, CA 95747*

*Telephone Number: (916) 282-3806*

*Email Address: [MurphyH@CalSAWS.org](mailto:MurphyH@CalSAWS.org)”*

9. Subparagraph 3.1.1 of Subparagraph 3.1 (CONTRACTOR PROJECT EXECUTIVE/CONTRACTOR PROJECT DIRECTOR) of Paragraph 3 (ADMINISTRATION OF AGREEMENT – CONTRACTOR) of the Exhibit X (CalSAWS Maintenance and Operations (“M&O”) Extension) is deleted in its entirety and replaced as follows:

*“CONTRACTOR Project Executive for this Agreement shall be the following person:*

*Tamara D. Fields, CONTRACTOR Project Executive*

*Accenture*

*Address: 323 Congress Ave.*

*Austin, TX 78701*

*Telephone Number: +1 512-732-5199*

*Email Address: [tamara.d.fields@accenture.com](mailto:tamara.d.fields@accenture.com)”*

10. Subparagraph 3.1.4.1 of Subparagraph 3.1.4 (CONTRACTOR PROJECT DIRECTOR) of Subparagraph 3.1 (CONTRACTOR PROJECT EXECUTIVE/CONTRACTOR PROJECT DIRECTOR) of Paragraph 3 (ADMINISTRATION OF AGREEMENT – CONTRACTOR) of the Exhibit X (CalSAWS Maintenance and Operations (“M&O”) Extension) is deleted in its entirety and replaced as follows:

*“CONTRACTOR Project Director for this Agreement shall be the following person:*

*Lisa A. Salas, CONTRACTOR Project Director*

*Accenture*

*Address: 1610 R Street, Suite 240*

*Sacramento, CA 95811*

*Telephone Number: + 1 415-537-5568*

*Email Address: [lisa.a.salas@accenture.com](mailto:lisa.a.salas@accenture.com)”*

11. Section 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 July 31, 2025.*

*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.”*

12. Section 50 (NOTICES) of the Exhibit X (CalSAWS Maintenance and Operations (“M&O”) Extension) is deleted in its entirety and replaced as follows:

*“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 W. Tyra*

*Kronick, Moskovitz, Tiedemann & Girard*

*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. Lisa A. Salas, CONTRACTOR Project Director*

*Accenture: 1610 R Street, Suite 240*

*Sacramento, CA 95811*

*Telephone Number: +1 415-537-5568*

*Email Address: lisa.a.salas@accenture.com*

*With a copy to:*

*2. Tamara D. Fields, CONTRACTOR Project Executive*

*Accenture*

*Address: 323 Congress Ave.,*

*Austin, TX 78701*

*Telephone Number: +1 512-732-5199*

*Email Address: tamara.d.fields@accenture.com”*

13. 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), and Attachment 4 (CalSAWS M&O Production Operations Specifications), are hereby deleted in their entirety and replaced with Attachment 3 to this Change Notice Thirty-Eight the restated Schedule 1 to Exhibit X (Statement of Work for CalSAWS Maintenance and Operations (“M&O”) Project) and its restated Attachment 1 (CalSAWS M&O Contractor Assumptions), Attachment 2 (CalSAWS M&O Pricing Schedules), and Attachment 4 (CalSAWS M&O Production Operations Specifications).

13.1. Attachment 5 (CalSAWS M&O Compute Resource Specifications) remain unchanged and are not attached to this Change Notice Thirty-Eight.

14. Schedule 13 to Exhibit X (Statement of Work for CalSAWS Imaging Project) and its Attachment 2 (CalSAWS Imaging Pricing Schedules), are hereby deleted in their entirety and replaced with Attachment 4 to this Change Notice Thirty-Eight the restated Schedule 13 to Exhibit X (Statement of Work for CalSAWS Imaging Project) and its restated Attachment 1 (CalSAWS Imaging Contractor Assumptions), and Attachment 2 (CalSAWS Imaging Pricing Schedules).

14.1. Attachment 1 (CalSAWS Imaging Contractor Assumptions), Attachment 3 (CalSAWS Imaging Functional Design Business Process Flows), and Attachment 5 (CalSAWS Imaging Solution Requirements) remain unchanged and are not attached to this Change Notice Thirty-Eight.

15. Schedule 7 to Exhibit X (Performance Requirements) is hereby deleted in its entirety and replaced with Attachment 5 to this Change Notice Thirty-Eight the restated Schedule 7 to Exhibit X (Performance Requirements).



This Change Notice Number Thirty-Eight is effective as of January 30, 2025 (the “Effective Date”).

Except as provided in this Change Notice Number Thirty-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: \_\_\_\_\_

Julia Erdkamp, CalSAWS Executive  
Director