

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

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

**Change Notice Number Thirty-Nine**

**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-Nine. 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-Nine requests Two Million Six Thousand Nine Hundred Sixteen Dollars (\$2,006,916) to be used for additional R&A Change Budget Services hours for Work related to Alternate Formats in SAWS requested by the Consortium. The estimated effort, prices, and assumptions are set forth in the attached Attachment 1 (Alternate Formats in SAWS). R&A Change Budget Services related to the Alternate Formats in SAWS will be conducted and invoiced on a Time and Materials basis in an amount not to exceed Two Million Six Thousand Nine Hundred Sixteen Dollars (\$2,006,916).
3. This Change Notice Number Thirty-Nine requests One Hundred Thousand Twenty Dollars (\$100,020) to be used for additional R&A Change Budget Services hours for Work related to CalFresh Minimum Nutrition Benefit Pilot Program requested by the Consortium. The estimated effort, prices, and assumptions are set forth in the attached Attachment 2 (CalFresh Minimum Nutrition Benefit Pilot Program). R&A Change Budget Services related to the CalFresh Minimum Nutrition Benefit Pilot Program will be conducted and invoiced on a Time and Materials basis in an amount not to exceed One Hundred Thousand Twenty Dollars (\$100,020).
4. This Change Notice Number Thirty-Nine requests Five Hundred Seventy-Six Thousand Eight Hundred Twenty Dollars (\$576,820) to be used for additional R&A Change Budget Services hours for Work related to CalFresh Simplifications (SFY2024-2025) requested by the Consortium. The estimated effort, prices and assumptions are set forth in the attached Attachment 3 (CF Simplifications (SFY2024-2025)). R&A Change Budget Services related to the CalFresh Simplifications (SFY2024-2025) will be conducted and invoiced on a Time and Materials basis in an amount not to exceed Five Hundred Seventy-Six Thousand Eight Hundred Twenty Dollars (\$576,820).

5. This Change Notice Thirty-Nine requests One Hundred Seventy-One Thousand Two Hundred Ninety-Two Dollars (\$171,292) to be used for additional R&A Change Budget Services hours for Work related to CHDP Program requested by the Consortium. The estimated effort, prices and assumptions are set forth in the attached Attachment 4 (CHDP Program). R&A Change Budget Services related to the CHDP Program will be conducted and invoiced on a Time and Materials basis in an amount not to exceed One Hundred Seventy-One Thousand Two Hundred Ninety-Two Dollars (\$171,292).
6. The total amount of funds for additional R&A Change Budget Services requested pursuant to this Change Notice is Two Million Eight Hundred Fifty-Five Thousand Forty-Eight Dollars (\$2,855,048).
7. Subsequent to the approval of this Change Notice Number Thirty-Nine, 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-Five Million Six Hundred Thirty-Seven Thousand Six Hundred Eighty-Five Dollars One Cent (\$45,637,685.01).
8. 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-Nine requests One Million Five Hundred Eighty-Seven Thousand, Three Hundred Fifty-Nine Dollars Eighty-One Cents (\$1,587,359.81) 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>Service Description</b>	<b>Value</b>
FR-01-2023 - Revision 1	Fresno	Kiosks (Quantity 26) - Revision 1	\$ (215,488.00)
FR-02-2024 – Revision 1	Fresno	Request for Purpose-Built, Curated Data Set (“PBDS”) Access in CalSAWS Amazon Simple Storage Solution (“Amazon S3”) Location – Revision 1	\$ (8,992.40)

FR-04-2024	Fresno	Request for Generative Artificial Intelligence ("GenAI") for Post-Call Summarization in Spanish	\$ 441,241.25
KR-02-2023 - Revision 1	Kern	Kiosks (Quantity 7) - Revision 1	\$ (29,008.00)
LS-01-2023 – Revision 2	Lassen	Kiosks (Quantity 1) – Revision 2	\$ (5,328.00)
NV-01-2023 – Revision 1	Nevada	Kiosks (Quantity 3) – Revision 1	\$ (10,656.00)
RV-02-2023 – Revision 1	Riverside	Refresh of Damaged Kiosks (Quantity 2) – Revision 1	\$ -
SB-02-2024	San Bernardino	Request to Implement the New General Assistance/General Relief ("GA/GR") Automated Solution County-Specific Program	\$ 922,094.17
SB-04-2023 - Revision 1	San Bernardino	Kiosk Printer Refresh (Quantity 26) - Revision 1	\$ -
SC-02-2023 - Revision 1	Santa Clara	Kiosks (Quantity 3) and Production Operations for Managed Facilitated Access Control Tablets ("FACTs") (Quantity 3) - Revision 1	\$ (28,416.00)
SD-02-2023 – Revision 2	San Diego	Request for County Data Pipeline in CalSAWS Amazon Web Services ("AWS") Account – Revision 2	\$41,550.93
SE-02-2024	Sacramento	Calabrio Cloud Storage Retention	\$ 21,374.72
SE-03-2024	Sacramento	Additional Licensing for Customer Service Center ("CSC") Expansion (Quantity 200)	\$ 265,976.00
SM-01-2024	San Mateo	Additional Reporting Support	\$ 219,651.14
SR-01-2023 - Revision 2	Santa Cruz	Kiosks (Quantity 2) and Production Operations for Managed FACTs (Quantity 2) - Revision 2	\$ (14,208.00)
VN-01-2022 – Revision 1	Ventura	Kiosks (Quantity 7) – Revision 1	\$ (12,432.00)

9. Subsequent to the approval of this Change Notice Number Thirty-Nine, 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 Eleven Million, Three Hundred Seventy-Two Thousand, Eight Hundred Eighty-Seven Dollars Seventy-Two Cents (\$11,372,887.72).
10. As a result of the transition of Modifications and Enhancements ("M&E") services to a new Consortium vendor, this Change Notice Number Thirty-Nine requests an additional Two Million Seven Hundred Seventy-One Thousand Seven Hundred Thirty-Eight Dollars (\$2,771,738) to be used for Work related to Infrastructure and M&E Transition Out Activities requested by the Consortium. The estimated effort, prices, and assumptions are set forth in the attached Attachment 5 (Infrastructure and M&E Transition Out Activities) to this Change

Notice Number Thirty-Nine. Services related to Infrastructure and M&E Transition Out Activities will be conducted and invoiced on a Time and Materials basis in an amount not to exceed Three Million One Hundred Seventy-Seven Thousand Seven Hundred Fifty-Six Dollars (\$3,177,756). Attachment 5 (Infrastructure and M&E Transition Out Activities) to this Change Notice Number Thirty-Nine supersedes Attachment 4 (Infrastructure Transition Out Job Shadowing and Reverse Job Shadowing) to Change Notice Number Thirty-Seven dated December 13, 2024.

11. Subsequent to the approval of this Change Notice Number Thirty-Nine, the balance remaining from the Ten Million Dollars (\$10,000,000) in approved funds for future optional Work to transition the CalSAWS System to Consortium or another vendor in Agreement Paragraph 8.2.4 will be Five Million Eight Hundred Thirty-One Thousand One Hundred Twenty-One Dollars (\$5,831,121).

12. As of March 25, 2025, the Consortium will be moving from its current Project Location in Roseville to a new Project Location in Gold River. To align the Agreement to this new Project Location, the Exhibit X (CalSAWS Maintenance and Operations (“M&O”) Extension) is hereby updated as follows:

12.1. Subparagraph 2.1.1 of Subparagraph 2.1 (CONSORTIUM EXECUTIVE 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 CONSORTIUM Executive Director for this CalSAWS M&O Extension shall be the following person, or such other person as may be designated by the CONSORTIUM’s Board of Directors:*

*Julia Erdkamp, Consortium Executive Director*

*CalSAWS Consortium*

*Address: 11971 Foundation Place, 3rd floor*

*Gold River, CA. 95670*

*Telephone Number: (213) 712 1960*

*Email Address: ErdkampJ@CalSAWS.org”*

- 12.2. 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: 11971 Foundation Place, 3rd floor*

*Gold River, CA. 95670*

*Telephone Number: (916) 282-3806*

*Email Address: MurphyH@CalSAWS.org”*

- 12.3. 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: 11971 Foundation Place, 3rd floor*

*Gold River, CA. 95670*

*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. As of March 25, 2025, the Consortium will be moving from its current Project Location in Roseville to a new Project Location in Gold River. To align the Agreement to this new Project Location, Subparagraph 2.1 (PLACE OF PERFORMANCE) of Paragraph 2 (GENERAL REQUIREMENTS) of the Schedule 1 (Statement of Work for CalSAWS Maintenance and Operations (“M&O”) Project) of Exhibit X (CalSAWS Maintenance and Operations (“M&O”) Extension) is deleted in its entirety and replaced as follows:

*“All Work for the CalSAWS M&O Project shall be performed at CONTRACTOR and Consortium supplied locations. The Roseville Location, the Gold River Location, the Central Repair Depot, and the Service Desk Facility (the “Project Locations”) are hereby approved by CONSORTIUM Executive Director.*

*Additionally, CONTRACTOR may be requested by CONSORTIUM Executive Director to perform certain Work at CONSORTIUM, or CONSORTIUM County specified facilities from time-to-time during the term of the CalSAWS Maintenance and Operations Extension, and CONTRACTOR shall perform such Work in accordance with CONSORTIUM Executive Director's request, as appropriate. In all cases, CONTRACTOR shall comply with all applicable CONSORTIUM requirements, and any applicable CONSORTIUM County requirements, including physical security requirements, for each specified facility that is used during the term of this SOW.”*



This Change Notice Number Thirty-Nine is effective as of March 14, 2025 (the “Effective Date”).

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

**ACCENTURE, LLP**

**CALSAWS CONSORTIUM**

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

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

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

Lisa A. Salas,  
Accenture Managing Director

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

Michael Sylvester, Consortium Chair

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

Kronick Moskovitz Tiedemann &  
Girard, Consortium Legal Counsel

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

Julia Erdkamp, CalSAWS Executive  
Director