

CONSORTIUM REVIEWED BY: _____

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

Change Notice Number Forty

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 Forty. Consortium and Accenture hereby agree to the following modifications to the Agreement:

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 Forty requests Eight Hundred Ninety-Six Thousand Forty-Two Dollars Thirty Cents (\$896,042.30) 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
LA-01-2024 - Revision 1	Los Angeles	Custom Courtesy Callback ("CCB") Solution and New Afterhours Interactive Voice Response ("IVR") Flow - Revision 1	\$ 99,884.80
LA-05-2023	Los Angeles	Request for Changes to General Relief Opportunities for Work ("GROW") to Skills and Training to Achieve Readiness for Tomorrow ("START") County-Specific Program	\$ 557,133.26
LA-06-2024	Los Angeles	Request for Changes to the General Relief ("GR") County-Specific Program	\$ 196,115.13
SB-02-2022 - Revision 1	San Bernardino	Emergency IVR Call Flow and Customer Services Center Expansion - Revision 1	\$ (46,024.63)
SC-04-2023 - Revision 1	Santa Clara	Request for Purpose-Built Curated Data Set ("PBDS") Access in CalSAWS Amazon Simple Storage Solution ("Amazon S3") Location - Revision 1	\$ 24,496.20
SM-01-2025	San Mateo	Additional Reporting Support	\$ 64,437.54

2. Subsequent to the approval of this Change Notice Number Forty, 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 Ten Million Four Hundred Seventy-Six Thousand Eight Hundred Forty-Five Dollars Forty-Two Cents (\$10,476,845.42).

3. As a result of the transition of Modifications and Enhancements ("M&E") services to a new Consortium vendor, this Change Notice Number Forty requests an additional One Million Three Hundred Eleven Thousand Five Hundred Fifty-Four Dollars (\$1,311,554) 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 1 (Infrastructure and M&E Transition Out Activities) to this Change Notice

Number Forty. 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 Four Million Four Hundred Eighty-Nine Thousand Three Hundred Ten Dollars (\$4,489,310). Attachment 1 (Infrastructure and M&E Transition Out Activities) to this Change Notice Number Forty supersedes Attachment 5 (Infrastructure and M&E Transition Out Activities) to Change Notice Number Thirty-Nine dated March 14, 2025.

4. Subsequent to the approval of this Change Notice Number Forty, 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 Four Million Five Hundred Nineteen Thousand Five Hundred Sixty-Seven Dollars (\$4,519,567).

6. Schedule 13 to Exhibit X (Statement of Work for CalSAWS Imaging Project) and its Attachment 2 (CalSAWS Imaging Pricing Schedules) were deleted in their entirety and replaced with Attachment 4 to Change Notice Thirty-Eight. As a result of this change, the Maximum Contract Sum for the CalSAWS Imaging Project was updated.

6.1. To align the Agreement to the Maximum Contract Sum for the CalSAWS Imaging Project as updated by Change Notice Thirty-Eight, Subparagraph 8.2.13 (CalSAWS Imaging Project) 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 the CalSAWS Imaging Project [CONTRACTOR’s total consideration for all Work hereunder, including all applicable taxes and transportation charges for the CalSAWS Imaging Project] for this Agreement during the Initial Term, shall not exceed Twenty-Two Million Three Hundred Ninety-Seven Thousand Five Hundred and Twenty-Four Dollars (\$22,397,524), as applicable, in Attachment 2 of Schedule 13 (Statement of Work for CalSAWS Imaging Project).”

6.2. To align the Agreement to the Maximum Contract Sum for the CalSAWS Imaging Project as updated by Change Notice Thirty-Eight, Schedule K (CalSAWS Imaging 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:

Schedule K	
CalSAWS Imaging Project	
Description	Maximum Total Price (USD)
CalSAWS Imaging Project (Amendment Nineteen, Amendment Thirty, Amendment Thirty-One, Amendment Thirty-Two, Change Notice Thirty-Eight)	\$22,397,524
Maximum Contract Sum for CalSAWS Imaging Project	\$22,397,524

7. 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) were deleted in their entirety and replaced with Attachment 3 to Change Notice Thirty-Eight. As a result of this change, the Maximum Contract Sum for the CalSAWS Maintenance and Operations (“M&O”) Project was updated.

7.1. To align the Agreement to the Maximum Contract Sum for the CalSAWS Maintenance and Operations (“M&O”) Project as updated by Change Notice Thirty-Eight, 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 Six Hundred Three Million One Hundred Eighty-Six Thousand Five Hundred Fifty-Nine Dollars (\$603,186,559), as applicable, in Attachment 2 of Schedule 1 to Exhibit X (CalSAWS Maintenance and Operations Extension).”

7.2. To align the Agreement to the Maximum Contract Sum for the CalSAWS Maintenance and Operations as updated by Change Notice Thirty-Eight, 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:

Schedule J	
CalSAWS Maintenance and Operations (“M&O”) Project	
Description	Maximum Total Price (USD)
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, Amendment Thirty-One, Change Notice Thirty-One, Amendment Thirty-Two, Change Notice Thirty-Eight)	\$602,044,106
CalSAWS M&O Project – Innovation Labs (Amendments Fifteen, Twenty-One, Amendment Thirty, Change Notice Twenty-Five, Amendment Thirty-Two)	\$1,142,453
Maximum Contract Sum for CalSAWS M&O Project	\$603,186,559

This Change Notice Number Forty is effective as of May 9, 2025 (the “Effective Date”).

Except as provided in this Change Notice Number Forty, 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