



ASSIGNMENT, NOVATION AND CONSENT AGREEMENT

This ASSIGNMENT, NOVATION AND CONSENT AGREEMENT is made as of the 1st day of September, 2019 (“Agreement”) by and among DXC Technology Services, LLC (“DXC”) with an address of 1775 Tysons Boulevard, Tysons, Virginia 22102 (“Contractor”), County of San Mateo, a political subdivision of the State of California with an address of 1 Davis Drive, Belmont, CA 94580 (“Assignor”), and California Statewide Automated Welfare System (CalSAWS) Consortium, (“Assignee”).

WHEREAS, Assignor and Contractor entered into Contract for CalHEERS and Contact CalWIN Maintenance, Operations and Support Services effective February 2, 2015 through January 31, 2025, (the “Contract”); and

WHEREAS, Assignee is in the process of amending its existing Joint Exercise of Powers Agreement, and once the amendment is effective on June 28, 2019, it will be comprised of all fifty eight (58) California Counties of Alameda, Alpine, Amador, Butte, Calaveras, Colusa, Contra Costa, Del Norte, El Dorado, Fresno, Glenn, Humboldt, Imperial, Inyo, Kern, Kings, Lake, Lassen, Los Angeles, Madera, Marin, Mariposa, Mendocino, Merced, Modoc, Mono, Monterey, Napa, Nevada, Orange, Placer, Plumas, Riverside, Sacramento, San Benito, San Bernardino, San Diego, San Francisco, San Joaquin, San Luis Obispo, San Mateo, Santa Barbara, Santa Clara, Santa Cruz, Shasta, Sierra, Siskiyou, Solano, Sonoma, Stanislaus, Sutter, Tehama, Trinity, Tulare, Tuolumne, Ventura, Yolo and Yuba, and shall be renamed the California Statewide Automated Welfare System (CalSAWS) Consortium; and

WHEREAS, Assignee wishes to acquire the Contract and to continue to provide such Services to County in accordance with the terms and conditions of the Contract;

WHEREAS, Contractor is willing to release Assignor from the obligations under the Contract and to consent to Assignee assuming such obligations under the Contract; and

WHEREAS, the parties desire to substitute Assignee in place of Assignor with respect to the Contract;

NOW, THEREFORE, in consideration of the premises hereto and the mutual covenants and agreements herein set forth, the parties agree as follows:

1. Assignor does hereby assign, transfer, and convey to the Assignee as of September 1, 2019 (the “Effective Date”) all of Assignor’s title, right, obligations, and interest in, to and under the said Contract through January 31, 2025.
2. Assignee hereby accepts such assignment of the Contract as of the Effective Date and agrees to assume all of Assignor’s duties and obligations in, to and under the Contract from and after the Effective Date.
3. Contractor further consents to the substitution and novation of Assignee in place and instead of Assignor from and after the effective date.

4. Contractor and Assignee each consent to fully release Assignor from any and all obligations, responsibilities, and duties under the Contract from and after September 1, 2019.
5. Assignee agrees to defend and indemnify Assignor from any and all claims, actions, judgments, liabilities, proceedings and costs, including reasonable attorneys' fees and other costs of defense and damages, resulting from and related to the Contract, which accrue after the Effective Date.
6. This Agreement constitutes the entire agreement concerning the assignment between the parties and it may not be modified, altered or amended other than in writing executed by the party sought to be charged thereby.
7. This Agreement may be executed in faxed counterparts, and in such event, the counterpart signatures shall be assembled and shall together constitute a complete agreement.

IN WITNESS WHEREOF, THE PARTIES ACKNOWLEDGE THAT THEY HAVE READ THE ASSIGNMENT, NOVATION AND CONSENT, UNDERSTAND IT AND AGREE TO BE BOUND BY ITS TERMS. EACH PARTY HAS FULL POWER AND AUTHORITY TO ENTER INTO AND PERFORM THIS ASSIGNMENT, NOVATION AND CONSENT, AND THE PERSON SIGNING THIS ASSIGNMENT, NOVATION AND CONSENT ON BEHALF OF EACH HAS BEEN PROPERLY AUTHORIZED AND EMPOWERED TO ENTER INTO THIS ASSIGNMENT, NOVATION AND CONSENT.

COUNTY OF SAN MATEO

CALSAWS CONSORTIUM

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

DXC TECHNOLOGY SERVICES, LLC (DXC)

By: _____

Name: _____

Title: _____