

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

Amendment Number Thirty-One

AMENDED RESTATED AND REVISED LEADER REPLACEMENT SYSTEM AGREEMENT (“AGREEMENT”) ENTERED INTO BY AND BETWEEN THE CALSAWS CONSORTIUM (“CONSORTIUM”), A CALIFORNIA JOINT POWERS AUTHORITY, AND ACCENTURE LLP (“CONTRACTOR”) FOR PROVISION OF THE CALIFORNIA STATEWIDE AUTOMATED WELFARE SYSTEM (“CalSAWS”).

This Amendment Number Thirty-One is effective as of August 25, 2023 (the “Effective Date”) and amends the Agreement.

RECITALS

WHEREAS, the Parties have agreed to extend the term of Exhibit X (CalSAWS Maintenance and Operations (“M&O”) Extension) to the Agreement, the Parties have executed this Amendment; and

WHEREAS, the Statement of Work for the CalSAWS Maintenance and Operations (“M&O”) Project has been revised to incorporate the scope, effort, rates and pricing for State Fiscal Years 2022/23, 2023/24, 2024/25, and 2025/26; to terminate early Accenture’s obligation to provide a Service Desk Facility for Service Desk staff by end of May, 2023, replacement of Attachment 3 (CalSAWS M&O Hardware and Software Specifications) by the detailed list of CalSAWS Hardware and Software which is captured in the living document "CalSAWS M&O

Schedule Baseline" maintained on the CalSAWS SharePoint, and adding a new Attachment 5 (CalSAWS M&O Compute Resource Specifications); and

WHEREAS, the Statement of Work for the CalSAWS Design, Development and Implementation ("DD&I") Project has been revised to extend its term for 6 months, to update information regarding Contractor Resources in section 2.1.2, to incorporate rates for State Fiscal Years 2023/24, to terminate early Accenture's obligation to provide Expanded C-IV ADF (Suite 130) by the end of June 2023; and

WHEREAS, the Statement of Work for the CalSAWS Imaging Project has been revised to incorporate the scope, effort, and pricing for 3 additional months for State Fiscal Years 2024/25, and 2025/26, rates for State Fiscal Years 2023/24 through 2025/26, to incorporate replacement of Attachment 4 (CalSAWS Imaging Hardware/Software Specifications) by detailed list of CalSAWS Hardware and Software which is captured in the living document "CalSAWS M&O Schedule Baseline" maintained on the CalSAWS SharePoint; and

WHEREAS, the Statement of Work for the CalSAWS Customer Service Center Project has been revised to incorporate the scope, effort, and pricing for 3 additional months for State Fiscal Years 2024/25 and 2025/26, rates for State Fiscal Years 2023/24 through 2025/26; and

NOW, THEREFORE, in consideration of the foregoing Recitals and the mutual covenants and promises described herein, the Parties agree as follows:

1. 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), Attachment 3 (CalSAWS M&O Hardware and Software Specifications), Attachment 4 (CalSAWS M&O Production Operations Specifications) are hereby deleted in their entirety and replaced with **Attachment 1** to this Amendment Thirty-One the restated Schedule 1 to Exhibit X (Statement of Work for CalSAWS Maintenance and Operations ("M&O") Project) and its restated of Attachment 1 (CalSAWS M&O Contractor Assumptions), Attachment 2 (CalSAWS M&O Pricing

Schedules), Attachment 4 (CalSAWS M&O Production Operations Specifications), and Attachment 5 (CalSAWS M&O Compute Resource Specifications).

1.1 Attachment 3 (CalSAWS M&O Hardware and Software Specifications) to the Schedule 1 to Exhibit X (Statement of Work for CalSAWS Maintenance and Operations (“M&O”) Project) was replaced by this Amendment Thirty-One by the detailed list of CalSAWS Hardware and Software which is captured in the living document "CalSAWS M&O Schedule Baseline" maintained on the CalSAWS SharePoint.

1.2 This Amendment Thirty-One added a new Attachment 5 (CalSAWS M&O Compute Resource Specifications) that provides a list of estimated compute resources required in the CONSORTIUM’s AWS Cloud for execution of the Services under CalSAWS M&O Project and CalSAWS Customer Service Center Project.

2. Schedule 2 to Exhibit X (Statement of Work for CalSAWS Design, Development and Implementation (“DD&I”) Project) and its Attachment 2 (CalSAWS DD&I Pricing Schedule) are hereby deleted in their entirety and replaced with **Attachment 2** to this Amendment Thirty-One the restated Schedule 2 to Exhibit X (Statement of Work for CalSAWS Design, Development and Implementation (“DD&I”) Project) and its restated Attachment 2 (CalSAWS DD&I Pricing Schedule).

2.1. Attachment 1 (Contractor Assumptions) and Attachment 3 (CalSAWS DD&I Statement of Requirements) to Schedule 2 to Exhibit X (Statement of Work for CalSAWS Design, Development and Implementation (“DD&I”) Project) remain unchanged and are not attached to this Amendment Thirty-One.

3. Schedule 13 to Exhibit X (Statement of Work for CalSAWS Imaging Project) and its Attachment 1 (Contractor Assumptions), Attachment 2 (CalSAWS Imaging Pricing Schedule), Attachment 3 (CalSAWS Imaging Functional Design Business Process Flows) are hereby deleted in their entirety and replaced with **Attachment 3** to this Amendment Thirty-One the restated Schedule 13 (Statement of Work for CalSAWS Imaging Project) to Exhibit X (CalSAWS Maintenance and Operations (“M&O”) Extension) and its restated Attachment 1 (Contractor Assumptions), Attachment 2 (CalSAWS Imaging Pricing Schedule), Attachment 3 (CalSAWS Imaging Functional Design Business Process Flows).

3.1. Attachment 4 (CalSAWS Imaging Hardware/Software Specifications) to the Schedule 13 (Statement of Work for CalSAWS Imaging Project) to Exhibit X (CalSAWS Maintenance and Operations (“M&O”) Extension) was replaced by this Amendment Thirty-One with the detailed list of CalSAWS Hardware and Software which is captured in the living document "CalSAWS M&O Schedule Baseline" maintained on the CalSAWS SharePoint. The budget for Hardware and Software required for delivering the scope of Schedule 13 (Statement of Work for CalSAWS Imaging Project) are reflected in Schedule 5 of the 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. Schedule 15 to Exhibit X (Statement of Work for CalSAWS Customer Service Center Project) and its Attachment 1 (Contractor Assumptions), Attachment 2 (CalSAWS Customer Service Center Pricing Schedule) are hereby deleted in their entirety and replaced with **Attachment 4** to this Amendment Thirty-One the restated Schedule 15 to Exhibit X (Statement of Work for CalSAWS Customer Service Center Project) and its restated Attachment 1 (Contractor Assumptions), Attachment 2 (CalSAWS Customer Service Center Pricing Schedule).

4.1. Attachment 4 (CalSAWS Customer Service Center Software Specifications) to the Schedule 15 to Exhibit X (Statement of Work for CalSAWS Customer Service Center Project) was replaced by this Amendment Thirty-One with the detailed list of CalSAWS Software which is captured in detailed list of CalSAWS Software which is captured in the living document "CalSAWS M&O Schedule Baseline" maintained on the CalSAWS SharePoint.

The budget for Software required for delivering scope of the Schedule 15 (Statement of Work for CalSAWS Customer Service Center Project) to Exhibit X are reflected in Schedule 5 of the Attachment 2 (CalSAWS M&O Pricing Schedules) to Schedule 1 (Statement of Work for CalSAWS Maintenance and Operations (“M&O”) Project) to Exhibit X.

4.2. Attachment 5 (CalSAWS Customer Service Center Compute Resource Specifications) to the Schedule 15 to Exhibit X (Statement of Work for CalSAWS Customer Service Center Project) was replaced by this Amendment Thirty-One with Attachment 5 (CalSAWS M&O Compute Resource Specifications) to the Schedule 1 (Statement of Work for CalSAWS Maintenance and Operations (“M&O”) Project) to Exhibit X.

4.3. Attachment 3 (CalSAWS Customer Service Center Functional Design Business Process Flows) and Attachment 6 (CalSAWS Customer Service Center Solution Requirements) to Schedule 15 (Statement of Work for CalSAWS Customer Service Center Project) to Exhibit X remain unchanged and are not attached to this Amendment Thirty-One.

5. Following section 3.6.8 “Subtask 6.8: BenefitsCal AT5 and STG3 Environments” of the restated Schedule 1 to Exhibit X (Statement of Work for CalSAWS Maintenance and Operations (“M&O”) Project) the Parties restated Attachment 2 (Statement of Work for BenefitsCal AT5 and STG3 Environments) to the Change Notice Twenty -Five and replaced it with **Attachment 5** (Statement of Work for BenefitsCal AT5 and STG3 Environments) to Amendment Thirty-One.

5.1. The pricing details for Attachment 5 (Statement of Work for BenefitsCal AT5 and STG3 Environments) to Amendment Thirty-One are defined:

(1) in Attachment 1 (Pricing Schedules for BenefitsCal AT5 and STG3 Environments) to the Change Notice Twenty-Five to the Agreement for the period from March 1, 2023 through April 31, 2023, and

(2) in Schedule 3J of the Attachment 2 (CalSAWS M&O Pricing Schedules) to Schedule 1 (Statement of Work for CalSAWS Maintenance and Operations (“M&O”) Project) to Exhibit X of the Agreement for the period from May 1, 2023 through January 31, 2025.

6. Following section 3.6.10 “Subtask 6.10: CalWIN Functional Support” of the restated Schedule 1 to Exhibit X (Statement of Work for CalSAWS Maintenance and Operations (“M&O”) Project) the Parties restated Attachment 8 (Statement of Work for Functional Support) to the Change Notice Twenty -Five and replaced it with **Attachment 6** (Statement of Work for CalWIN Functional Support) to Amendment Thirty-One.

6.1. The pricing details for Attachment 6 (Statement of Work for CalWIN Functional Support) to Amendment Thirty-One are defined as per below:

(1) Pricing details for the Functional Support and Environment Support tasks for the period from February 1, 2022 through October 31, 2023 and the County Preparation and Post Implementation Support task for the period from January 1, 2023 through May 31, 2023 as defined in section 2 of this Statement of Work are specified in Schedule 1 to

Attachment 8 (Pricing Schedules for CalWIN Functional Support) to the Change Notice Twenty-Five to the Agreement.

(2) Pricing details for the County Preparation and Post Implementation Support defined in section 2 of this Statement of Work for the period from June 1, 2023 through December 31, 2023 are specified in Schedule “3L.CalWIN Functional Support” of the Attachment 2 (CalSAWS M&O Pricing Schedules) to Schedule 1 (Statement of Work for CalSAWS Maintenance and Operations (“M&O”) Project) to Exhibit X of the Agreement.

6.2. For avoidance of doubt the County Preparation and Post Implementation Support task is funded and billed under both Schedule 1 to Attachment 8 (Pricing Schedules for CalWIN Functional Support) to the Change Notice Twenty-Five to the Agreement and Schedule 3L of the Attachment 2 (CalSAWS M&O Pricing Schedules) to Schedule 1 (Statement of Work for CalSAWS Maintenance and Operations (“M&O”) Project) to Exhibit X of the Agreement simultaneously.

7. Following subsection “3.6.11.1. Endpoint Detection Response (EDR)” of the section 3.6.11 “Subtask 6.11: Endpoint Detection Response (EDR), Tech Arch, and NIST Rev5 Uplift” of the restated Schedule 1 to Exhibit X (Statement of Work for CalSAWS Maintenance and Operations (“M&O”) Project) the Parties restated Attachment 10 (Statement of Work for Endpoint Detection and Response) to the Change Notice Twenty -Five and replaced it with **Attachment 7** (Statement of Work for Endpoint Detection and Response) to Amendment Thirty-One.

7.1. The pricing details for the scope of Attachment 7 (Statement of Work for Endpoint Detection and Response) to Amendment Thirty-One are defined:

(1) in Attachment 9 (Pricing Schedules for Security - EDR, Tech Arch, NIST) to the Change Notice Twenty-Five to the Agreement for the period from March 1, 2023 to May 31, 2023.

(2) in schedule 3M of the Attachment 2 (CalSAWS M&O Pricing Schedules) to Schedule 1 (Statement of Work for CalSAWS Maintenance and Operations (“M&O”) Project) to Exhibit X of the Agreement For the period from June 1, 2023 through July 31, 2025.

8. Following subsection “3.6.13 Subtask 6.13: Data Growth – Archiving Phase 1 & 2” of the section 3.6.13 “Subtask 6.13: Data Growth – Archiving Phase 1 & 2” of the restated Schedule 1 to Exhibit X (Statement of Work for CalSAWS Maintenance and Operations (“M&O”) Project) the Parties restated Attachment 6 (Statement of Work for Archive Phase 1 & 2) to the Change Notice Twenty -Five and replaced it with **Attachment 8** (Statement of Work for Archive Phase 1 & 2) to Amendment Thirty-One.

8.1. Pricing details for the scope of Attachment 8 (Statement of Work for Archive Phase 1 & 2) are defined:

(1) For the period from March 1, 2023 to May 31, 2023 in Attachment 5 (Pricing Schedules for Data Growth – Cost Avoidance: Archive Phase 1 & 2) to the Change Notice Twenty-Five to the Agreement.

(2) For the period from June 1, 2023 to July 31, 2025 in schedule 3O of the Attachment 2 (CalSAWS M&O Pricing Schedules) to Schedule 1 (Statement of Work for CalSAWS Maintenance and Operations (“M&O”) Project) to Exhibit X of the Agreement.

9. Following section 3.6.15 “Subtask 6.15: Data Growth – Test Data Slicer/Scrubber” of the restated Schedule 1 to Exhibit X (Statement of Work for CalSAWS Maintenance and Operations (“M&O”) Project) the Parties introduced a new Statement of Work **as Attachment 9** (Statement of Work for Test Data Slicer/Scrubber Capability) to Amendment Thirty-One.

9.1 Pricing details for the scope of Attachment 9 (Statement of Work for Test Data Slicer/Scrubber Capability) to Amendment Thirty-One are defined in schedule 3Q of the Attachment 2 (CalSAWS M&O Pricing Schedules) to Schedule 1 (Statement of Work for CalSAWS Maintenance and Operations (“M&O”) Project) to Exhibit X of the Agreement.

10. Following section 3.3.2 “Subtask 3.2: Production Operations Support” of the restated Schedule 1 to Exhibit X (Statement of Work for CalSAWS Maintenance and Operations (“M&O”) Project) the Parties restated Attachment 2 (Statement of Work for BenefitsCal Technical Help Desk) to the Change Notice Nineteen and replaced it with **Attachment 10** (Statement of Work for BenefitsCal Technical Help Desk) to Amendment Thirty-One.

10.1 Pricing details for the scope of Attachment 10 (Statement of Work for BenefitsCal Technical Help Desk) to Amendment Thirty-One are defined as per below:

(1) Charges for the original implementation are defined in Schedule 1 (BenefitsCal Technical Help Desk Pricing Schedules) to Attachment 10 (Statement of Work for BenefitsCal Technical Help Desk) to the Amendment Thirty-One.

(2) Charges for the recurring production operations services that are defined below in this subparagraph for the period from August 1, 2022 through October 31, 2023 are specified in Schedule 1 (BenefitsCal Technical Help Desk Pricing Schedules) to Attachment 10 (Statement of Work for BenefitsCal Technical Help Desk) to the Amendment Thirty-One:

- 5 workers/agents to support the BenefitsCal Technical Help Desk IVR/Telephony solution for the 39 C-IV Counties, LA County, and CalWIN Counties.

(3) Charges for the recurring production operations services that are defined below in this subparagraph for the period from November 1, 2023 through the end of this SOW are defined in Schedule 4 of the Attachment 2 (CalSAWS M&O Pricing Schedules) to Schedule 1 (Statement of Work for CalSAWS Maintenance and Operations (“M&O”) Project) to Exhibit X of the Agreement, with further details included in 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 of the Agreement:

- For 5 workers/agents to support the BenefitsCal Technical Help Desk IVR/Telephony solution for 39 C-IV Counties, LA and CalWIN Counties.

10.2. For avoidance of doubt, the Parties agree that the AWS compute resources schedules “5. LA - AWS Cost”, “5. C-IV - AWS Cost”, “5. CalWIN - AWS Cost” of Schedule 1 (BenefitsCal Technical Help Desk Pricing) to the Attachment 10 are replaced by this Amendment Thirty-One with AWS compute resources that are included in Attachment 5 (CalSAWS M&O Compute Re-source Specifications) to the Schedule 1 to Exhibit X (Statement of Work for CalSAWS Maintenance and Operations (“M&O”) Project).

10.3. For avoidance of doubt, the Parties agree that the hardware and software schedules “3. HW and SW” of Schedule 1 (BenefitsCal Technical Help Desk Pricing) to Attachment 10 are replaced by this Amendment Thirty-One by and the budget for hardware and software required for delivering scope of this SOW are reflected in Schedule 5 of the Attachment 2 (CalSAWS

M&O Pricing Schedules) to Schedule 1 (Statement of Work for CalSAWS Maintenance and Operations (“M&O”) Project) to Exhibit X of the Agreement. The detailed list of CalSAWS Hardware and Software is captured in the living document "CalSAWS M&O Schedule Baseline" maintained on the CalSAWS SharePoint.

11. Following section 3.6.5 “Subtask 6.5: CDSS Report Support” of the restated Schedule 1 to Exhibit X (Statement of Work for CalSAWS Maintenance and Operations (“M&O”) Project) the Parties restated Attachment 7 (Statement of Work for CDSS Report Support) to the Change Notice Twenty-Three and replaced it with **Attachment 11** (Statement of Work for CDSS Report Support) to Amendment Thirty-One.

- 11.1. Pricing details for the scope of Attachment 11 (Statement of Work for CDSS Report Support) are defined in Schedule 3G of the Attachment 2 (CalSAWS M&O Pricing Schedules) to Schedule 1 (Statement of Work for CalSAWS Maintenance and Operations (“M&O”) Project) to Exhibit X of the Agreement and Schedule 1 of Attachment 6 (CDSS Reports Support Phase II Pricing Schedule) of Change Notice Twenty-Three.

12. Following section 3.6.6 “Subtask 6.6: DHCS Report Support” of the restated Schedule 1 to Exhibit X (Statement of Work for CalSAWS Maintenance and Operations (“M&O”) Project) the Parties restated Attachment 3 (Statement of Work for DHCS Report Support) to the Change Notice Twenty-One and replaced it with **Attachment 12** (Statement of Work for DHCS Report Support) to Amendment Thirty-One.

- 12.1. Pricing details for the scope of Attachment 12 (Statement of Work for DHCS Report Support) are defined in Schedule 3H of the Attachment 2 (CalSAWS M&O Pricing Schedules) to Schedule 1 (Statement of Work for CalSAWS Maintenance and Operations (“M&O”) Project) to Exhibit X of the Agreement.

13. Following section 3.6.2 “Subtask 6.2: Virtual Assistants” of the restated Schedule 1 to Exhibit X (Statement of Work for CalSAWS Maintenance and Operations (“M&O”) Project) the Parties restated Attachment 5 (Statement of Work for Virtual Assistants) to the Change Notice Twenty-One and replaced it with **Attachment 13** (Statement of Work for Virtual Assistants) to Amendment Thirty-One.

- 13.1. Pricing details for Attachment 13 (Statement of Work for Virtual Assistants) are defined in Schedule 3D of the Attachment 2 (CalSAWS M&O Pricing Schedules) to Schedule

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

13.2. Schedule 1 (Compute Resource Specifications) to Attachment 5 (Statement of Work for Virtual Assistants) to Change Notice Twenty-One is replaced by this Amendment Thirty-One with Compute Resource Specifications for Attachment 13 (Statement of Work for Virtual Assistants) to Exhibit X that are included in Attachment 5 (CalSAWS M&O Compute Resource Specifications) to the Schedule 1 (Statement of Work for CalSAWS Maintenance and Operations (“M&O”) Project) to Exhibit X of the Agreement.

14. Following subsection 3.6.11.2 “NIST Rev5 Uplift” of section 3.6.11 “Subtask 6.11: Endpoint Detection Response (EDR), Tech Arch, and NIST Rev5 Uplift” of the restated Schedule 1 to Exhibit X (Statement of Work for CalSAWS Maintenance and Operations (“M&O”) Project) the Parties introduced a new Statement of Work as **Attachment 14** (Statement of Work for NIST Rev5 Uplift) to Amendment Thirty-One.

14.1. Pricing details for the scope of Attachment 14 (Statement of Work for NIST Rev5 Uplift) are defined in schedule 3M of the Attachment 2 (CalSAWS M&O Pricing Schedules) to Schedule 1 (Statement of Work for CalSAWS Maintenance and Operations (“M&O”) Project) to Exhibit X of the Agreement.

15. Subparagraph 8.1.2 (Total Maximum Contract Sum During Initial Term) of Subparagraph 8.1 (Total Maximum Contract Sum) of Paragraph 8 (Contract Sum) of the Agreement is deleted in its entirety and replaced as follows:

“8.1.2 Total Maximum Contract Sum During Initial Term

The Total Maximum Contract Sum [CONTRACTOR’s total consideration for all Work hereunder, excluding postage charges as defined in Subparagraph 8.3 (Postage Charges), and including all applicable taxes and transportation charges, as determined by aggregating the Maximum Contract Sums specified in Subparagraphs 8.2.1 (Deliverables), 8.2.2.1, 8.2.3.1 and 8.2.4 (Regulatory & Administrative Change Budget Services), and 8.2.5 (County Purchases), 8.2.6 (Cloud Enablement Proof of Concept Project), and 8.2.7 (CalSAWS Design, Development and Implementation), and 8.2.8 (CalSAWS Cloud Enablement Bridge Project), and 8.2.9 (CalSAWS Cloud Enablement Project), and 8.2.10 (CalSAWS Innovation Lab), and

8.2.11 (CalSAWS Interim Maintenance and Operations), and 8.2.12 (CalSAWS Maintenance and Operations; CalSAWS M&O), and 8.2.13 (CalSAWS Imaging Project), and 8.2.14 (CalSAWS Analytics Cloud Enablement Project), and 8.2.15 (CalSAWS Customer Service Center Functional Design Project), and 8.2.16 (CalSAWS Customer Service Center Project) for this Agreement during the Initial Term, shall not exceed One Billion Four Hundred Ninety-Six Million Four Hundred Ninety-One Thousand Two Hundred Seventy-Nine Dollars (\$1,496,491,279). The Total Maximum Contract Sum shall not be increased for any costs or expenses whatsoever of CONTRACTOR, except pursuant to an Amendment to this Agreement as set forth in Subparagraph 5.2.2.”

16. 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 Five Hundred Fifty-Two Million Twelve Thousand Four Hundred Sixty-Eight Dollars (\$552,012,468), as applicable, in Attachment 2 of Schedule 1 to Exhibit X (CalSAWS Maintenance and Operations Extension).”

17. Subparagraph 8.2.7 (CalSAWS Design, Development and Implementation) 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 DD&I Services [CONTRACTOR’s total consideration for all Work hereunder, including all applicable taxes and transportation charges for the CalSAWS DD&I Services] for this Agreement during the Initial Term, shall not exceed One Hundred Fifty-Three Million Four Thousand Eight Hundred and Sixty-Seven Dollars (\$153,004,867), as applicable, in Attachment 2 of Schedule 2 (Statement of Work for CalSAWS Design, Development and Implementation (“DD&I”) Project).”

18. 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 Six Hundred Eleven Thousand Eight Hundred and Ninety-Two Dollars (\$22,611,892), as applicable, in Attachment 2 of Schedule 13 (Statement of Work for CalSAWS Imaging Project).”

19. Subparagraph 8.2.16 (CalSAWS Customer Service Center 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 Customer Service Center Project [CONTRACTOR’s total consideration for all Work hereunder, including all applicable taxes and transportation charges for the CalSAWS Customer Service Center Project] for this Agreement during the Initial Term, shall not exceed Twenty-Five Million Five Hundred Twenty-Five Thousand Seven Hundred Forty-Seven Dollars (\$25,525,747), as applicable, in Attachment 2 of Schedule 15 (Statement of Work for CalSAWS Customer Service Center Project).”

20. 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)	\$550,640,583

Fifteen, Twenty-One, Twenty-Four, Twenty-Eight; Change Notice Twelve, Amendment Thirty, Change Notice Twenty-Two, Change Notice Twenty-Five, Amendment Thirty-One)	
CalSAWS M&O Project – Innovation Labs (Amendments Fifteen, Twenty-One, Amendment Thirty, Change Notice Twenty-Five)	\$1,371,885
Maximum Contract Sum for CalSAWS M&O Project	\$552,012,468

21. Schedule G (CalSAWS Design, Development and Implementation (DD&I) 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 G	
CalSAWS Design, Development and Implementation (DD&I) Project	
Description	Maximum Total Price (USD)
CalSAWS DD&I Project (Amendments Thirteen, Twenty-One, Amendment Thirty-One)	\$153,004,867
Maximum Contract Sum for CalSAWS DD&I Project	\$153,004,867

22. 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)	\$22,611,892
Maximum Contract Sum for CalSAWS Imaging Project	\$22,611,892

23. Schedule N (CalSAWS Customer Service Center 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 N	
CalSAWS Customer Service Center Project	
Description	Maximum Total Price (USD)
CalSAWS Customer Service Center Project (Amendments Twenty-Four, Amendment Thirty, Amendment Thirty-One)	\$25,525,747
Maximum Contract Sum for CalSAWS Customer Service Center Project	\$25,525,747

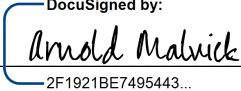
24. Except as specifically provided in this Amendment, all other terms and conditions of the Agreement are unchanged and remain in full force and effect. This Amendment is the complete and exclusive statement of the agreement between the parties relating to the subject matter of this Amendment and supersedes all proposals, letters of intent, or prior agreements, oral or written, and all other communications and representations between the parties relating to the subject matter of this Amendment.

AMENDMENT NUMBER THIRTY-ONE

IN WITNESS WHEREOF, the CONSORTIUM has caused this Amendment Number Thirty-One to the Agreement to be subscribed on behalf of the CONSORTIUM, and CONTRACTOR has caused this Amendment Number Thirty-One to be subscribed on its behalf by its duly authorized officer, as indicated below.

ACCENTURE, LLP

Dated: _____


By:  _____
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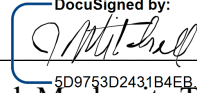
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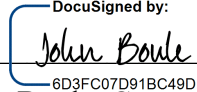
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CALSAWS CONSORTIUM

Dated: _____

By:  _____
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Michael Sylvester, Consortium Chair

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

By:  _____
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John Boule, Consortium Executive
Director