

**BENEFITS CAL MAINTENANCE AND OPERATIONS SERVICES AGREEMENT
BY AND BETWEEN
CALSAWS CONSORTIUM
AND
ACCENTURE, LLP**

Amendment Number One

BENEFITS CAL MAINTENANCE AND OPERATIONS (“M&O”) SERVICES AGREEMENT (“AGREEMENT”) ENTERED INTO BY AND BETWEEN THE CALSAWS CONSORTIUM (“CONSORTIUM”), A CALIFORNIA JOINT POWERS AUTHORITY, AND ACCENTURE, LLP (“CONTRACTOR”) FOR THE PROVISION OF ONGOING BENEFITS CAL MAINTENANCE AND OPERATIONS.

This Amendment Number One is effective as of August 14, 2026, (the “Effective Date”) and amends the Agreement.

RECITALS

WHEREAS, based on the outcomes of the Transition-In Period, the Parties have agreed to update certain requirements and contract language to better reflect the BenefitsCal governance; and

WHEREAS, the Consortium made the determination to remove software procurement and its associated price in the amount of Two Million Five Hundred Eighty-Three Thousand Three Hundred Fifty-Seven Dollars (\$2,583,357) (Base Term: \$1,397,036 + Optional Years: \$1,186,321) from the scope of the Agreement; and

WHEREAS, the Parties have agreed to shift the total of Two Million Five Hundred Eighty-Three Thousand Three Hundred Fifty-Seven Dollars (\$2,583,357) associated with the removed software procurement scope to the Change Allowance, which will be increased from Twenty Million Dollars (\$20,000,000) to Twenty-Two Million Five Hundred Eighty-Three Thousand Three Hundred Fifty-Seven Dollars (\$22,583,357); and

WHEREAS, the Parties have agreed to further clarify the security, access, and technology requirements for Offshore Work; and

WHEREAS the Parties have agreed to allocate a portion of the Change Allowance.

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

1. Consortium has allotted funding for Change Allowance up to a Total of Twenty Million Dollars (\$20,000,000).

2. This Amendment Number One allocates Three Hundred Eighty-Six Thousand Three Hundred Seventy Dollars (\$386,370) to be used for Work related to the Okta (IMS ForgeRock Replacement) requested by the Consortium. The estimated effort, prices, and assumptions are set forth in the attached Attachment 1 (Okta (IMS ForgeRock Replacement)). Work related to the Okta (IMS ForgeRock Replacement) will be conducted and invoiced on a Time and Materials basis in an amount not to exceed Three Hundred Eighty-Six Thousand Three Hundred Seventy Dollars (\$386,370).

2.1. Attachment 1 includes a Statement of Work and Pricing Schedules for Okta (IMS ForgeRock Replacement).

3. The total amount of funds allocated from the Total Change Allowance pursuant to this Amendment Number One is Three Hundred Eighty-Six Thousand Three Hundred Seventy Dollars (\$386,370).

4. Subsequent to the approval of this Amendment Number One, the balance remaining from the Twenty-Two million, five hundred and eighty-three thousand and three hundred and fifty-seven Million Dollars (\$22,583,357) in Agreement Sub-paragraph 7.1.1 (General) under Sub-Paragraph 7.1 (Total Maximum Contract Sum) of approved but unallocated funds for Change Allowance will be Twenty Million One Hundred Thirty-Three Thousand Two Hundred Ninety-Six Dollars (\$20,133,296).

5. Exhibit A to the Agreement (Statement of Work) is hereby deleted in its entirety and replaced with Attachment 2 to this Amendment Number One, the restated Exhibit A to the Agreement (Statement of Work).

6. Exhibit B to the Agreement (Statement of Requirements) is hereby deleted in its entirety and replaced with Attachment 3 to this Amendment Number One, the restated Exhibit B to the Agreement (Statement of Requirements).

7. Exhibit C to the Agreement (Pricing) is hereby deleted in its entirety and replaced with Attachment 4 to this Amendment Number One, the restated Exhibit C to the Agreement (Pricing).

8. The BenefitsCal M&O Agreement is amended as indicated in the following subparagraphs:

8.1. Sub-Paragraph 2.10 (BenefitsCal General Design Document (GDD)) of the Agreement is deleted in its entirety and replaced as follows:

*“BenefitsCal General Systems Design (GSD) Document.
A Deliverable to be provided by Contractor as described at Section 5.5.9 of this Agreement.”*

8.2. Sub-Paragraph 5.5.1.6 (Production Operations Services and Functions) of the Agreement is deleted in its entirety and replaced as follows:

“Production Operations Services and Functions.

Definition of how each service or function, being performed by the incumbent contractor, will be operationalized and cutover to the Contractor.

Identification of the activities and Tasks that must be accomplished to allow for a successful transition of operational control of a service or function, such as preparatory actions being taken to establish and obtain service contracts, establish capabilities, prepare for testing/validation, and those actions taken after successful testing/validation, needed to implement cutover.

Identification of what technical assistance the Contractor will require from the incumbent Contractor such as number of hours, position, and expertise.”

8.3. Sub-Paragraph 5.5.9 (BenefitsCal General Design Document (GDD)) of the Agreement is deleted in its entirety and replaced as follows:

“BenefitsCal General Systems Design (GSD) Document.

The BenefitsCal GSD describes the features and functions of BenefitsCal behavior as seen by an external observer, and containing the technical information and data needed for the design.

Delivery of and updates to this document will occur regularly within the context of the Task Work and, as such, are not correlated to Deliverable payments on the Price Schedules.”

8.4. Sub-Paragraph 5.5.17.7 of the Agreement is deleted in its entirety and replaced as follows:

“Narrative of applicable lessons learned from the Transition-In activities.

1. *A BenefitsCal Transition-Out Documentation and Deliverables Assessment that identifies the results of a complete and comprehensive review and evaluation of all BenefitsCal Documentation to identify Documentation that requires updates or revisions. The Assessment will include:*

A. All Contractor Deliverables.

B. All policies and procedures related to the provision of Services under this Agreement.

C. Any other Documentation that would facilitate successor Contractors’ understanding of overall application development, technical on-line operations and Services, application baseline code and coding standards, Configuration Management technical practices, and BenefitsCal Software to maintain and operate the current BenefitsCal System.

2. *The archiving, central storing, and file location listing of all Documentation included in the inventory and assessment”*

8.5. Sub-Paragraph 7.1.1 (General) of the Agreement is deleted in its entirety and replaced as follows:

“General.

All of the pricing and sums set forth in this Section 7 apply to the Scope of Contract Work and Deliverables and Services described in Section 5.

The Total Maximum Contract Sum for all BenefitsCal Deliverables and Services shall not exceed Fifty-Six Million One Hundred Twelve Dollars (\$56,000,112.00). This Total Maximum Contract Sum is inclusive of all of the following, except the Twenty-Two Million Five Hundred Eighty-Three Thousand Three Hundred Fifty-Seven Dollars (\$22,583,357.00) in Change Allowance listed below:

The Contract Sum for BenefitsCal Transition-In Staff Loading (Schedules 2 and 3) shall not exceed Five Million One Hundred Ninety Two Thousand Forty Two Dollars (\$5,192,042.00).

The Contract Sum for BenefitsCal Services and Staff Loading (Schedules 5 and 6) shall not exceed Fifty Million Eight Hundred Eight Thousand Seventy Dollars (\$50,808,070.00).

Total Change Allowance is \$22,583,357.00”

8.6. Sub-Paragraph 7.1.2 (Optional Year Pricing) of the Agreement is deleted in its entirety and replaced as follows:

“Optional Year Pricing.

Should the Consortium elect to extend the BenefitsCal Services being provided by Contractor pursuant to Section 4.2, the Contract Sum for such extended BenefitsCal Services shall not exceed Forty-One Million Two Hundred Seventy-One Thousand Seven Hundred Eighty-Six Dollars (\$41,271,786.00) (Schedules 7.1-7.4)”

8.7. Paragraph 20 (Offshore Work; Security Access and Technology Requirements) of the Agreement is deleted in its entirety and replaced as follows:

“OFFSHORE WORK; SECURITY ACCESS AND TECHNOLOGY REQUIREMENTS.

20.1 Introduction.

This Section 20 sets forth the security, access and technology requirements for the performance of Work under the Agreement as conducted by Contractor or its Subcontractors outside the United States (referred to in this Section as “Offshore Work”). By this Section 20, Consortium agrees and acknowledges that the Work may be performed offshore. All Offshore Work will be conducted in accordance with all data privacy and security requirements included in the Agreement, including but not limited to, the requirement that any handling or accessing of Production Data in performing all Offshore Work must take place within a secure bay dedicated to the Offshore Work (“Secure Bay”). Offshore Work that does not involve handling or accessing of Production Data will be performed from a Contractor facility or under a work from home (“WFH”) model and following the security protocols described in the System Security Plan.

20.2 Definitions.

Terms not otherwise specifically defined in this Section 20 shall have the same meaning as used elsewhere in this Agreement.

20.2.1 Personally Identifiable Information (“PII”). PII is information that can be used alone or with other information to identify, contact, or locate a single person, or to identify them in context. It includes: (1) A first and last name; (2) A home or other physical address, including street name and name of a city or town; (3) An e-mail address; (4) A telephone number; (5) A social security number; and (6) any other identifier that permits the physical or online contacting of a specific individual. PII also includes information defined as Personal Information in California Civil Code section 1798.3 and section 1798.29(g)-(h).

20.2.2 Protected Health Information (“PHI”): PHI is, as defined by 45 C.F.R. section 160.103, information transmitted or maintained by a covered entity or its business associates in any form or medium. It includes an individual’s past, present, or future physical or mental health or condition, the provision of health care to the individual, or the past, present, or future payment for the provision of health care to the individual, and that identifies the individual or for which there is a reasonable basis to believe can be used to identify the individual.

20.2.3 Production Data: The term “Production Data” includes all data falling within the definition of “Program Data,” which is defined as all federal, state, county, and/or other data and information: (i) which is stored online, stored off-line, or computed, and used or accessed by Contractor for providing services under this Agreement and all backups of such data and

information, and/or placed into, used within, or resulting from the use of, the CalSAWS Software and all backups of such data and information and (ii) which is not System Data. The term "Production Data" also includes any data containing PII or PHI and also includes any and all case data.

20.3 Additional Terms.

In addition to all of the obligations applicable to Contractor under this Agreement, Contractor will provide the following additional controls with respect to all Offshore Work when handling or accessing Production Data. The details regarding these additional controls will be set forth in the BenefitsCal PCD, which is incorporated herein by reference.

20.3.1 Secure Bay Requirements.

Contractor will handle or access Production Data in performing all Offshore Work within a Secure Bay environment, which will adhere to the following requirements:

20.3.1.1 The Secure Bay will be a physically segregated space that is clearly demarked from other common areas by walls and doors capable of supporting both magnetic and key locks.

20.3.1.2 Access to the Secure Bay must be controlled and audited via electronic badge system. Individuals may not share badges.

20.3.1.3 Only Contractor's staff required for performing Work for Consortium, and other supporting activities (IT Admin., etc.) will be allowed to access the Secure Bay.

20.3.1.4 Security guards must be posted at all entrances of each facility that houses a Secure Bay.

20.3.1.5 Contractor will not authorize copying of any data from the Windows Virtual Desktop Instances (VDIs) to a local computer via copy/paste, screen capture, camera picture, or otherwise under any circumstance.

20.3.1.6 All devices such as mobile phones, USB storage devices, other external storage devices, and any other media recording devices will be prohibited. Any exceptions must be explicitly approved by the Consortium Executive Director.

20.3.1.7 All computers in the Secure Bay must be locked down to not allow the use of any external ports and devices including, but not limited to, USB ports, serial ports, and CD/DVD Drives, except when required to deliver the Work (e.g., monitor, keyboard, mouse, network connectivity).

20.3.1.8 The use of paper, pens, pencils and printed material may be allowed in the Secure Bay, however, no Consortium documents or printed materials may be taken out of the Secure Bay by Contractor staff under any circumstance. Paper must be shredded before discarding. Print capabilities will be restricted to supervisors or other senior management.

20.3.2 Virus Protection.

20.3.2.1 Contractor's workstations in the Secure Bay will have Symantec Antivirus, IDS Proventia, and PointSec Encryption or substantially similar protections.

20.3.2.2 Contractor will update, operate, and maintain such virus protection and malware prevention software.

20.3.3 Workstations.

20.3.3.1 Contractor personnel will use the standard Consortium workstation image build with access to Consortium's environment.

20.3.3.2 Contractor will limit administrative rights to workstations.

20.3.3.3 The workstation environment will meet agreed-upon security requirements (e.g. desktop encryption; updated anti-virus definitions; patch management processes).

20.3.3.4 Contractor will centrally manage operating software patching of workstations. Security patches released by Microsoft will be pushed to workstations and monitored.

20.3.4 Security.

20.3.4.1 Contractor personnel located in the Secure Bay will (i) undergo annual information security compliance training, HIPAA awareness sessions, and Consortium data protection training in order to protect (i) Production Data as defined in Section 20.2.3 above and (ii) Program Data and System Data as defined in this Agreement, from unauthorized use, disclosure or access; and (ii) document attendance at, or completion of, same.

20.3.4.2 Consortium supplied access such as security certificates will be periodically reconciled and inventoried.

20.3.5 Reporting and Access.

20.3.5.1 Contractor's information security unit will enforce and monitor the Secure Bay and report upon its compliance with the controls to the project team.

20.3.5.2 Contractor will provide reasonable access to its offshore facilities and equipment, and make its books and other records pertaining to the Work, available to Consortium to inspect, evaluate, and audit books and other records pertaining to any aspect of the Offshore Work being performed by Contractor.

20.3.5.3 Contractor shall provide the Consortium with rights of access to materials, facilities and persons that the Consortium may reasonably request in order to monitor on an on-going basis Contractor's compliance with the requirements described and referenced in this Section 20.

20.4 Permissible Offshore Work.

20.4.1 Subject to the limitations set forth either in this Section 20, or any limitations otherwise imposed in any other Section of the Agreement, Contractor is authorized to perform up to forty percent (40%) of the Work required of Contractor under this Agreement as Offshore Work.

20.4.2 Contractor must first mask or otherwise obfuscate any Data that is accessible from the Secure Bays at any of Contractor's offshore locations.

20.4.3 Contractor must comply with, implement, adhere to, and align with all applicable State, Federal, and Consortium standards, regulations, guidelines and requirements in place as of the Effective Date of this Agreement and as may be updated, revised, or amended thereafter. These include, but are not limited to, Social Security Administration (Technical System Security Requirements), NIST, ADA, and California SIMM/SAM) requirements.

20.4.4 The Parties may, at any time, mutually agree in writing to expand the (a) scope of Offshore Work performed or (b) data accessed offshore in Contractor's offshore locations.

20.5 Background Checks of Staff Working Offshore.

For all Staff working offshore, Contractor shall conduct a thorough background check of each proposed Staff, to the extent permitted by applicable local law, and shall, upon request, provide written confirmation of that background check having been performed to the Consortium prior to onboarding them. The background check conducted by the Contractor shall include, but not be limited to Identity Verification; Criminal background checks (check of all relevant court records for a seven (7) year period; Education Confirmation (confirm all university level education); Employment Confirmation (confirm all professional employment in the last seven (7) years); searches of various government and criminal sanctions lists, including India specific and global databases; confirmation of all professional licenses."

9. 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.

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AMENDMENT NUMBER ONE

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

ACCENTURE, LLP

CALSAWS CONSORTIUM

By: _____
Lisa A. Salas
Accenture Managing Director

By: _____
Michael Sylvester
Consortium Chair

Date: _____

Date: _____

By: _____
Holly Murphy, Acting CalSAWS
Executive Director

APPROVED AS TO FROM:

By: _____
David W. Tyra
Kronick Moskowitz Tiedemann &
Girard, Consortium Legal Counsel