BENEFITSCAL MAINTENTANCE AND OPERATIONS SERVICES AGREEMENT
BY AND BETWEEN
CALSAWS CONSORTIUM
AND
ACCENTURE, LLP

Amendment Number Two

BENEFITSCAL 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 BENEFITSCAL MAINTENANCE AND OPERATIONS.

This Amendment Number Two is effective as of November 20, 2026, (the "Effective Date") and amends the Agreement.

RECITALS

WHEREAS, the Parties have agreed to add language providing for orders for services for counties that are in connection with the BenefitsCal System; and

WHEREAS, the funding for orders for services for counties that are in connection with the BenefitsCal System will be the Change Allowance provided for in the Agreement, to which end the Parties have agreed to rename the "Change Allowance" to "Change and County Purchases Allowance"; and

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

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

1.1. A new Sub-Paragraph 8.7 (Orders for Services for Counties) is incorporated to Paragraph 8 (Change Orders) as follows:

"Orders for Services for Counties.
Consortium shall also have the right to order and purchase Work that are in connection with the BenefitsCal System and which will be used by a County, by executing and delivering an order form that is agreed to in writing by Contractor and Consortium and executed by the applicable County. In the event of a conflict or inconsistency between the terms and conditions of an order

and this Agreement, the terms and conditions of this Agreement shall control to the extent of the conflict or inconsistency."

1.2. 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 and County Purchases 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 and County Purchases Allowance is $22,583,357.00"

2. Exhibit C to the Agreement (Pricing) is hereby deleted in its entirety and replaced with Attachment 1 to this Amendment Number Two, the restated Exhibit C to the Agreement (Pricing).

3. 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 TWO

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

ACCENTURE, LLP

By: _____
Lisa A. Salas
Accenture Managing Director

Date: _____

CALSAWS CONSORTIUM

By: _____
Michael Sylvester
Consortium Chair

Date: _____

By: _____
Holly Murphy, Acting CalSAWS Executive Director

APPROVED AS TO FROM:

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