

AMENDMENT SIXTEEN TO THE AGREEMENT BETWEEN
THE CALIFORNIA CASE DATA SYSTEM COUNTIES
AND
ELECTRONIC DATA SYSTEMS CORPORATION
FOR THE
MAINTENANCE OF A COMPUTERIZED WELFARE CASE DATA SYSTEM.

This is an amendment ("Amendment 16") to the agreement, as amended (the "Agreement"), between the California Counties of Santa Clara, San Mateo, San Diego, Sonoma, Santa Cruz, Fresno, Tulare, Solano, City and County of San Francisco, San Luis Obispo, Contra Costa, Placer, Alameda, Yolo, Orange, Santa Barbara, and Sacramento, and Electronic Data Systems Corporation, which commenced on July 1, 1991 for an initial period of three years. Subsequent to the Agreement, a first amendment dated July 1, 1992, a second amendment dated July 1, 1993, a third amendment dated July 1, 1993, a fourth amendment dated July 1, 1994, a fifth amendment dated July 1, 1995, a sixth amendment dated July 1, 1995, a seventh amendment dated July 1, 1996, an eighth amendment dated July 1, 1997, a ninth amendment dated July 1, 1998, a tenth amendment dated July 1, 1999, an eleventh amendment dated July 1, 2000, a twelfth amendment dated July 1, 2001, a thirteenth amendment dated July 1, 2002, a fourteenth amendment dated July 1, 2003, and a fifteenth amendment dated July 1, 2004 have been executed. The Agreement, plus the fifteen amendments are collectively referred to as the "Agreement".

Effective December 31, 1995 Marin County terminated its participation in the Agreement, reducing the total number of counties to eighteen (18), and the number of small counties to five (5).

Effective July 1, 1998 Nevada County terminated its participation in the Agreement, reducing the total number of counties to seventeen (17), and the number of small counties to four (4).

WHEREAS, the Counties and EDS wish to exercise their option to extend the term of the Agreement;

WHEREAS, the Counties and EDS desire to maintain the number of hours authorized at 69,700 for Joint Services for the year beginning July 1, 2005 and ending June 30, 2006;

WHEREAS, the Counties and EDS desire to maintain the basic billing rate of \$88.00 per hour beginning July 1, 2005 and ending June 30, 2006;

NOW, THEREFORE, it is agreed as follows:

1. By Amendment 9, Section 1.3 of the Agreement has been modified to extend the term of the Agreement on an annual basis, at Counties option, until systems jointly maintained under this Agreement have been replaced in all Counties by automation funded through the California Statewide Automated Welfare System (SAWS) strategy.
2. Pursuant to Section 1.3, as amended by Amendment 9, the Counties hereby exercise their annual option to extend the term of the Agreement by one year so that this Agreement shall expire on June 30, 2006.
3. Section 14.1 of the Agreement is modified to read:

14.1 Maximum Contractual Obligation:

It is mutually understood that for contract year 1, beginning July 1, 1991 and ending June 30, 1992, of the Agreement, Counties will appropriate \$2,958,600 to cover the costs under this Agreement. It is mutually understood that for contract year 2, beginning July 1, 1992 and ending June 30, 1993, of the Agreement, Counties will appropriate \$3,257,592 to cover the costs under this Agreement. It is mutually understood that for contract year 3, beginning July 1, 1993 and ending June 30, 1994, of the Agreement, Counties will appropriate \$3,257,592 to cover the costs under this Agreement. It is mutually understood that for contract option year 1, beginning July 1, 1994 and ending June 30, 1995, of the Agreement, Counties will appropriate \$3,257,592 to cover the costs under this Agreement. It is mutually understood that for contract option year 2, beginning July 1, 1995 and ending June 30, 1996, of the Agreement, Counties will appropriate \$4,814,842 to cover the costs under this Agreement. It is mutually understood that for contract option year 3, beginning July 1, 1996 and ending June 30, 1997, Counties will appropriate \$3,750,812 to cover the costs under this Agreement. It is mutually understood that for contract option year 4, beginning July 1, 1997 and ending June 30, 1998, Counties will appropriate \$4,424,320 to cover the costs under this Agreement. It is mutually understood that for the contract option year beginning July 1, 1998 and ending June 30, 1999, Counties will appropriate \$5,656,800 to cover the costs under this Agreement. It is mutually understood that for the contract option year beginning July 1, 1999 and ending June 30, 2000, Counties will appropriate \$5,656,800 to cover the costs under this Agreement. It is mutually understood that for the contract option year beginning July 1, 2000 and ending June 30, 2001, Counties will appropriate \$6,335,600 to cover the costs under this Agreement. It is mutually understood that for the contract option year beginning July 1, 2001 and ending June 30, 2002, Counties will appropriate \$6,614,400 to cover the costs under this Agreement. It is mutually understood that for the contract option year beginning July 1, 2002 and ending June 30, 2003, Counties will appropriate \$6,614,400 to cover the costs under this Agreement. It is mutually understood that for the contract option year beginning

July 1, 2003 and ending June 30, 2004, Counties will appropriate \$6,614,400 to cover the costs under this Agreement. It is mutually understood that for the contract option year beginning July 1, 2004, Counties will appropriate \$6,614,400 to cover the costs under this Agreement. It is mutually understood that for the contract option year beginning July 1, 2005, Counties will appropriate \$6,614,400 to cover the costs under this Agreement.

Notwithstanding any other provisions of the Agreement, the parties agree that at such time that the amount which Counties pay or become obligated to pay EDS for services rendered pursuant to this Agreement totals the amount appropriated, Counties may terminate the services of EDS pursuant to this Agreement, in which event Counties' total obligation to EDS for all services rendered pursuant to this Agreement shall not exceed the appropriated amount. In the alternative, at Counties' option, Counties may appropriate additional funds to pay for services pursuant to this Agreement, in which event EDS will continue to be obligated to perform at the rate set forth in this Agreement until such additional appropriation is exhausted (but not to exceed the term of this Agreement and any extensions hereto).

The obligation of Counties under this Agreement shall be contingent upon the availability of State and Federal funds for the reimbursement of Counties' expenditures. In the event that such funding is terminated or reduced, Counties' Contract Officer may terminate this Agreement or reduce Counties' maximum obligation set forth in this section.

4. Section 14.3.1 of the Agreement is modified to read:

14.3.1 The Billing Rate for twelve (12) months beginning July 1, 2005 shall continue to be (\$88.00) per hour of service rendered by EDS. This rate shall include the following services: system joint maintenance, technical revisions to the system, and staff training.

The maximum number of billing hours of service is:

- 1) 40,000 hours of service for the period July 1, 1991 through June 30, 1992; and,
- 2) 44,800 hours of service for the period July 1, 1992 through June 30, 1993; and,
- 3) 44,800 hours of service for the period July 1, 1993 through June 30, 1994; and,
- 4) 44,800 hours of service for the period July 1, 1994 through

- June 30, 1995; and,
- 5) 69,800 hours of service for the period July 1, 1995 through June 30, 1996; and,
 - 6) 52,800 hours of service for the period July 1, 1996 through June 30, 1997; and,
 - 7) 62,000 hours of service for the period July 1, 1997 through June 30, 1998; and,
 - 8) 64,700 hours of service for the period July 1, 1998 through June 30, 1999; and,
 - 9) 64,700 hours of service for the period July 1, 1999 through June 30, 2000.
 - 10) 69,700 hours of service for the period July 1, 2000 through June 30, 2001.
 - 11) 69,700 hours of service for the period July 1, 2001 through June 30, 2002.
 - 12) 69,700 hours of service for the period July 1, 2002 through June 30, 2003.
 - 13) 69,700 hours of service for the period July 1, 2003 through June 30, 2004.
 - 14) 69,700 hours of service for the period July 1, 2004 through June 30, 2005.
 - 15) 69,700 hours of service for the period July 1, 2005 through June 30, 2006.

Counties may elect to use, with prior agreement with EDS, Data Engineering Specialist services for data base services, rendered by qualified EDS staff as defined in Section 2.18, at the rate of \$125 per hour. Counties may also elect to use, with prior agreement with EDS, Business Consultant services for business engineering, industry based modeling, workflow analysis, and business and technology planning rendered by qualified EDS staff as defined in Section 2.19, at

the rate of \$150 per hour. Use of the above services will not increase the maximum amount of contractual obligation.

5. Section 11.1 naming key personnel who will serve continuously throughout the term of this Agreement has been changed this year to read:

Designated Individual Position

Maureen Finmand	Account Manager
Pat Norwood	Project Manager
Bern Lannan	Information Specialist
Debbie Simmons	Information Specialist
Vicki Pugliese	Information Specialist
Shannon Barker	Business Analyst Advanced

6. Except as noted above, all other provisions of the Agreement shall remain unchanged.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment 16 to be executed by their respective authorized representatives.

Electronic Data Systems Corporation

Dated: _____

By _____

Barbara Anderson
Vice President
Global Sales & Client Solutions
U.S. State & Local Government

ATTEST:

COUNTY OF SANTA CLARA

By _____
Deputy County Counsel

By _____
Director Social Services Agency

Dated: _____

Dated: _____

Deputy County Executive

ATTEST:

COUNTY OF SAN MATEO

By
Maureen Borland, Director
Human Services Agency

Dated: _____

ATTEST:

COUNTY OF SAN DIEGO

Deputy Clerk

By _____
Clerk of the Board of Supervisors

Dated: _____

APPROVED AS TO FORM AND LEGALITY
COUNTY COUNSEL

BY _____
Senior Deputy

ATTEST:

COUNTY OF SONOMA

By _____
Chairperson, Board of Supervisors

Dated: _____

ATTEST:

COUNTY OF TULARE

Deputy Clerk

By _____
Chairperson, Board of Supervisors

Dated: _____

APPROVED AS TO FORM:
COUNTY COUNSEL

By _____
Deputy

Dated:

ATTEST:

COUNTY OF SANTA CRUZ

By _____
Administrator
Human Resources Agency

Dated: _____

APPROVED AS TO FORM:

County Counsel

ATTEST:

COUNTY OF FRESNO

By _____
Chairperson, Board of Supervisors

Dated: _____

Dated: _____

APPROVED AS TO FORM:

County Counsel

ATTEST:

COUNTY OF SOLANO

By _____
Chairperson, Board of Supervisors

Dated:

ATTEST:

CITY AND COUNTY OF SAN FRANCISCO

By _____
President, Social Services
Commission

Dated:

ATTEST:

COUNTY OF SAN LUIS OBISPO

By _____

Deputy Clerk

Chairperson, Board of Supervisors

Dated: _____

By _____

Deputy County Counsel

Dated: _____

ATTEST:

COUNTY OF CONTRA COSTA

By _____

Deputy County Clerk

Chairperson, Board of Supervisors

Dated:

ATTEST:

COUNTY OF PLACER

By _____

Chairperson, Board of Supervisors

Dated: _____

ATTEST:

COUNTY OF ALAMEDA

By _____

Chairperson, Board of Supervisors

Dated:

By _____

Deputy County Counsel

Dated:

ATTEST:

COUNTY OF YOLO

By _____

Chairperson, Board of Supervisors

Dated: _____

Dated: _____

APPROVED AS TO FORM:

STEVEN M. BASHA

County Counsel

By _____

Deputy

ATTEST:

COUNTY OF ORANGE

By _____
Chairperson, Board of Supervisors

Dated: _____

APPROVED AS TO FORM
OFFICE OF THE COUNTY COUNSEL
ORANGE COUNTY, CALIFORNIA

By _____

Dated: _____

ATTEST:

COUNTY OF SANTA BARBARA

By _____
Chairperson, Board of Supervisors

Dated:

ATTEST:

COUNTY OF SACRAMENTO

Dated: _____

By _____
Director Department of Human
Assistance