Exhibit 149

Cleared
CSG
Dist. 5/14/18 CB

STATE OF CALIFORNIA

STANDARD AGREEMENT AMENDMENT

STD 213A (Rev 06/03)

[X] CHECK HERE IF ADDITIONAL PAGES ARE ATTACHED 2 Pages

AGREEMENT NUMBER	AMENDMENT NUMBER
M6100352	1
REGISTRATION NUMBER	

1. This Agreement is entered into between the State Agency and the Contractor named below:

STATE AGENCY'S NAME
Employment Development Department

CONTRACTOR'S NAME
Bank of America NA

2. The term of this Agreement is: August 1, 2016 through July 31, 2021

3. The maximum amount of this Agreement after this amendment is: $0.00 No Dollars and No Cents

4. The parties mutually agree to this amendment as follows. All actions noted below are by this reference made a part of the Agreement and incorporated herein:

That Agreement entered into August 1, 2016 by and between the Employment Development Department, hereinafter referred to as EDD, and Bank of America NA, hereinafter referred to as Contractor, is hereby amended to:

Modify the revenue sharing calculation used for the Contract. This modified revenue sharing calculation will use the Effective Federal Funds Rate instead of the current Targeted Federal Funds Rate.

Specific

Add Exhibit F, Amendment to EDD Agreement Number M6100352.

All other terms and conditions shall remain the same.

IN WITNESS WHEREOF, this Agreement has been executed by the parties hereto.

CONTRACTOR		CALIFORNIA Department of General Services Use Only
CONTRACTOR'S NAME *(if other than an individual, state whether a corporation, partnership, etc.)* Bank of America NA		
BY *(Authorized Signature)* [signature]	DATE SIGNED *(Do not type)* 5/9/2018	
PRINTED NAME AND TITLE OF PERSON SIGNING Dawn Haddock, Director, Municipal Banking and Markets - Public Sector Banking		
ADDRESS 555 Capitol Mall, Sacramento, CA 9581-44503		
STATE OF CALIFORNIA		
AGENCY NAME Employment Development Department		[X] Exempt per:
BY *(Authorized Signature)* Sheri L Collins	DATE SIGNED *(Do not type)* 5/14/18	DGS Exemption Letter No. 54.5
PRINTED NAME AND TITLE OF PERSON SIGNING Sheri L Collins, Manager, Contract Services Group		
ADDRESS 800 Capitol Mall, MIC 62, Sacramento, CA 95814		

EXHIBIT F

Bank of America

Amendment to EDD Agreement Number M6100352

This Amendment to EDD Agreement Number M6100352 (this "Amendment") is dated 5/14, 2018 by and between the State of California Employment Development Division (the "State") and Bank of America, N.A. (the "Bank") (collectively, the "Parties") and amends the Electronic Benefit Payment Agreement (EDD Agreement Number M6100352), plus any applicable amendments, between the Parties dated August 21, 2015 (collectively, the "Agreement")

RECITALS

I. The Agreement between the State and the Bank addresses Electronic Benefit Payments for unemployment and disability beneficiaries in California.

II. The Parties have discussed the existing Agreement and they agree that the present formula to calculate the State's revenue share has the potential for ambiguity. Specifically, because the formula utilizes the Targeted Federal Funds Rate (TFFR), which is actually a range rather than a fixed rate, the monthly calculations to determine the State's revenue share are occasionally indeterminate and do not contain the precision that the Parties require.

III. To address this ambiguity, both regarding revenue calculations in the past, as well as, future revenue calculations, the Parties are executing this Amendment.

NOW THEREFORE, for the mutual covenants contained herein and other good and valuable consideration, the sufficiency of which is hereby acknowledged, the Parties hereto agree as follows:

1. The above recitals I through III are stated by the Parties as true.
2. In order to address any ambiguities and inadvertent inaccuracies in previous revenue calculations, the Parties have agreed that for the period January 2017 through February 2018, the following method shall be utilized:

   In order to calculate the TFFR to be applied to a given month's average balances, the TFFR will be the upper bound of the "target rate/range," as published by the Federal Reserve Bank of New York (Federal Funds Data). In cases where the TFFR changes at any point during the month, the TFFR for the month will be the mean average of the TFFR upper bound on all the Fridays that fall in the month. In cases where bank systems render rounding necessary, the rate will be rounded up to the nearest full basis point (hundredth of one percent).

3. Utilizing the calculation method detailed in Section 2 above, the Parties have agreed that the amount of one million, two hundred and thirty thousand, two hundred and ninety-eight dollars and ninety-two cents ($1,230,298.92) will be paid to the State by the Bank within sixty days of final execution of this Amendment. This amount will compensate the State for any past discrepancies imposed by the previous calculation method.
4. Regarding the calculation of the State's revenue share at present and in the future, effective March 1, 2018 and going forward, the following calculation language equation located in the Agreement at Exhibit D, Volume III – Revenue Share Model, Attachment V1.1, "Revenue Share," is deleted in its entirety:

   Average Collected Daily Balance (ACDB) in the SDI and UI trust account times 50% of the Targeted Federal Funds Rate (TFFR) divided by 365 [or 366 in leap years]times the number of days in the month [ACDB x (TFFR x .50) ÷ by 365 [or 366 in leap years] x ## of days in the month

   The language and equation detailed above is replaced with the following calculation language which utilizes the Effective Federal Funds Rate (EFFR) which is a single rate point:

   Average Collected Daily Balance (ACDB) in the SDI and UI trust account times 50% of the Effective Federal Funds Rate (EFFR) divided by 365 [or 366 in leap years]times the number of days in the month [ACDB x (EFFR x .50) ÷ by 365 [or 366 in leap years] x ## of days in the month].

   EFFR will be as published by the Federal Reserve Bank of New York. To set the rate for the month, Bank will use each Friday's rate within the month used for the ACDB and calculate the mean average.

5. The Parties agree that by utilizing EFFR versus TFFR greater specificity of revenue calculation will be realized.
6. All of the terms of the Agreement not expressly modified herein shall continue in full force and effect and are hereby ratified by the Parties hereto.

EXHIBIT F

This Amendment may be executed in counterparts by the different Parties to the Amendment, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute but one and the same instrument.

State of California Employment Development Division	**Bank of America, N.A.**
Sheri L Collins	
(Signature)	(Signature)
Sheri L Collins	Dawn Haddock
(Print Name)	(Print Name)
Manager, Contract Services	SVP, Sr. Client Manager
(Print Title)	(Print Title)
5/14/18	5/9/2018
(Print Date)	(Print Date)