PROFESSIONAL SERVICES CONTRACT
For MANAGED SERVICE PROVIDER SERVICES

This Contract ("this Contract"), entered into by and between the Indiana Office of Administration Procurement Division on behalf of all State Agencies (the "State") and GuideSoft, Inc. dba Knowledge Services (the "Contractor"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

WHEREAS, the Indiana Office of Technology entered into a Professional Services Contract with Contractor for Managed Service Provider Services pursuant to RFP 8-43,

WHEREAS, Contractor agreed to provide pricing to Other Governmental Bodies as part of the Professional Services Contract for Managed Service Provider Services, and

WHEREAS, the State desires Contractor to provide Managed Service Provider Services for temporary administrative personnel;

THEREFORE, in consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Duties of Contractor.

The Contractor shall provide Managed Service Provider (MSP) services as described in Exhibit C, RFP 8-43, and the Contractor's response to RFP 8-43, Exhibit D, incorporated herein as by reference.

The Managed Service Provider (MSP) services shall include the following:

A. The Contractor will provide a Vendor Management System that is accessible by end users through the Internet and residing on a secure server with backup and recovery capabilities;
B. The Vendor Management System will accept requirements from the State for both time and labor and scope of work requests, provide those requirements to the supplier vendors, review, rate and filter the candidates or proposals from the supplier vendors, provide the best candidates and proposals to the State, capture timesheet information, and accurately invoice the State for the resources or deliverables by agency and P.O.;
C. The Contractor is responsible for the all costs and fees associated with prescreening (background, drug, credit) checks. Prescreening requirements will be determined on a per-agency basis, and Contractor is responsible for defining such requirements in the job posting within the Vendor Management System
D. The Vendor Management System will interface with Encompass (PeopleSoft) Financials/eProcurement to automate the requisition and invoicing process, with such definitions to be mutually agreed upon by the parties. The State will provide all necessary technical requirements and appropriate access to personnel and/or file structures on a timely basis to perform such work.
E. The Contractor will provide Vendor Management System training for all users;
F. The Contractor will provide ongoing support for the Vendor Management System;
G. The Contractor will provide standard reports, as well as a reasonable amount of management reports and user-defined reports, available in hard copy and on-line either on request or scheduled;
H. The Contractor will provide a concierge service to facilitate the State's use of the Vendor Management System;
I. The Contractor will hold the Vendor Management System source code in escrow; Escrow means a software escrow account where Contractor has deposited with a third party the source code for the Vendor Management System.
J. The Vendor Management System will track and store data for at least three (3) years after the contract expiration;

K. The Contractor will provide a plan to implement the Vendor management System, report progress on the implementation, and identify and resolve issues during the implementation;

L. The Contractor will provide a comprehensive plan to transition all existing staffing suppliers, and current projects and resources to the Vendor Management System;

M. The Contractor will facilitate regular contract review meetings to review their performance and service level metrics;

N. The Contractor will assist the State in quantifying cost savings and identify ongoing opportunities for additional savings during the life of the contract;

O. The Contractor will track the performance of supplier vendors and resources and ensure that quality and service levels are maintained;

P. The Contract will meet the established service levels as described in Exhibit B;

Q. The Contractor will provide customer satisfaction survey metrics;

R. The Contractor will provide the pricing in this Contract to Other Governmental Bodies (state and local units of government).

2. Consideration

The Contractor will be paid up to the maximum rates shown in Exhibit A, attached hereto and incorporated by reference. Total remuneration under this Contract shall not exceed twenty four million dollars ($24,000,000).

A. Compensation for the Services shall be contingent upon the actual performance of Services by the Contractor and based on the maximum hourly rates listed in Exhibit A – Managed Service Provider Rate.

B. Maximum hourly rates identified for the term of the contract are fixed and are not subject to change at any time during the term of this Contract, unless by amendment executed by all signatories hereto, including any extension thereto, or during the term of any QPA Purchase Order.

C. The rates will include the Vendor Management Service fee not to exceed 1.87%.

D. Hourly service rates apply during normal business hours, Monday through Friday (excluding state holidays), 7:00 am to 7:00 pm. Upon twenty-four (24) hour advance verbal notice from the Using Agency authorized representative, Contractor will provide services during hours other than set forth above at the same rates.

E. Temporary staff will not be compensated for State Holidays unless they work as approved by the Using Agency.

F. If work in any work week for a contract personnel resource will exceed forty (40) hours, Using Agencies may, by a letter or memorandum signed by an Authorized Fiscal Agent of that agency, agree to pay Contractor the incremental cost in overtime wages incurred by Contractor as a result of the overtime work. In order for Contractor to qualify for reimbursement hereunder, all of the following conditions must be met:
   i. consent from the Using Agency must precede the work for which additional reimbursement is sought;
   ii. Contractor must accurately state the hourly wage or contract charge to Contractor ("the real hourly wage") of the affected contract employee; and,
   iii. Contractor will receive reimbursement over and above the rates provided in the Rate Schedule only for the additional charge to Contractor resulting from overtime work. The overtime bill rate differential for State designated eligible positions will be at a rate of 1.4, i.e. forty percent (40%) above the accepted base rate in the rate schedule, and only for positions designated by the State as eligible for overtime. Overtime premium for rates in excess of or not included in the accepted published rate schedule will be negotiated at time of candidate acceptance by the State hiring manager or MSP.
Contractor or the supplier vendor shall ensure that employees are paid overtime pay if legally eligible.

G. Contractor shall submit a properly prepared invoice of charges to the Using Agency weekly for services performed in the immediately preceding week to the Using Agency for review. Attached to the invoice shall be work statements representing each week with detailed information for each person performing work under the Contract such that the Using Agency can determine with reasonable accurateness the appropriateness of the charges being presented. The statements shall include, but not necessarily be limited to, the number of hours worked, the rates charged, and a general description of the work performed. Payment of the invoice, if accurate, shall be made thirty-five (35) calendar days from receipt in accordance with IC 5-17-5-1 et seq.

H. The State shall in good faith perform its obligations hereunder, and does not agree to pay any penalties, liquidated damages, interest, or attorney's fees, except as required by Indiana law, in part, IC 5-17-5-1 et seq., IC 34-54-8-1 et seq., and IC 34-13-1-1 et seq. All payment obligations are subject to the encumbrance of monies and shall be made in arrears in accordance with Indiana law and State fiscal policies and procedures.

I. Except as specified below, the State shall not be responsible for any travel, living, or out-of-pocket expenses of any kind incurred by the Contractor in the performance of any services under this Contract and/or any QPA Purchase Order. All such expenses are the sole responsibility of the Contractor. Any hours worked shall not include hours or time spent traveling to and from the assigned office of the Using Agency. Despite the foregoing, Using Agencies may reimburse Contractor solely for the travel, living, or out-of-pocket expenses incurred by Contractor's employees in traveling from the Using Agency's assigned office to branch or remote offices provided that:

i. The State will only reimburse such actual expenses up to the amount granted to state employees under State law, fiscal policy, and procedures for travel as stated in the current State Budget Agency Financial Management Circular.

ii. In order to receive reimbursement for expenses, Contractor must submit an itemized list of actual expenses and copies of receipts matching the claimed expenses.

iii. Failure to submit itemized expenses and matching receipts will result in nonpayment for expenses.

3. Term

This Contract shall be effective for a period of three (3) years and may be renewed for an additional three (3) year term, for a total of six (6) years. It shall commence on the last State signatory date and shall remain in effect for three (3) years after the last State signatory date.

4. Access to Records

The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract, and for three (3) years from the date of final payment under this Contract, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.

5. Assignment; Successors

The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that the Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be
made to more than one party.

6. Audits

The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC 5-11-1, et. seq. and audit guidelines specified by the State.

Following the expiration of this Contract, the Contractor shall arrange for a financial and compliance audit of funds provided by State pursuant to this Contract. Such audit is to be conducted by an independent public or certified public accountant (or as applicable, the Indiana State Board of Accounts), and performed in accordance with Indiana State Board of Accounts publication entitled “Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources,” and applicable provisions of the Office of Management and Budget Circulars A-133 (Audits of States, Local Governments, and Non-Profit Organizations). The Contractor is responsible for ensuring that the audit and any management letters are completed and forwarded to the State in accordance with the terms of this Contract. Audits conducted pursuant to this paragraph must be submitted no later than nine (9) months following the close of the Contractor’s fiscal year. Contractor agrees to provide the Indiana State Board of Accounts and the State an original of all financial and compliance audits. The audit shall be an audit of the actual entity, or distinct portion thereof that is the Contractor, and not of a parent, member, or subsidiary corporation of the Contractor, except to the extent such an expanded audit may be determined by the Indiana State Board of Accounts or the State to be in the best interests of the State. The audit shall include a statement from the Auditor that the Auditor has reviewed this Contract and that the Contractor is not out of compliance with the financial aspects of this Contract.

7. Authority to Bind Contractor

The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and accepted by the State.

8. Changes in Work

The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the State. Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

9. Compliance with Laws

A. The Contractor shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.

B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6 et seq., IC § 4-2-7, et. seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at http://www.in.gov/ethics/. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44-1-3, and under any other applicable laws.
C. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Contractor agrees that any payments currently due to the State may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.

D. The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Contractor agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.

E. If a valid dispute exists as to the Contractor’s liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC § 5-17-5.

F. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.

G. The Contractor affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

H. As required by IC 5-22-3-7:
   (1) the Contractor and any principals of the Contractor certify that (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4.7 [Telephone Solicitation Of Consumers], (ii) IC 24-5-12 [Telephone Solicitations], or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) the Contractor will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

   (2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

10. Condition of Payment

All services provided by the Contractor under this Contract must be performed to the State’s reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of and federal, state or local statute, ordinance, rule or regulation.
11. Confidentiality of State Information

The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract, will not be disclosed to or discussed with third parties without the prior written consent of the State.

The parties acknowledge that the services to be performed by Contractor for the State under this contract may require or allow access to data, materials, and information containing Social Security numbers maintained by the State in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the State agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.

For work to be performed by Contractor on behalf of the Department of Revenue, Contractor shall require all Resources to sign the State’s Confidentiality Agreement and Authorization to Release Information forms on an annual basis, and further agrees to the following:

a. PERFORMANCE

In performance of this contract, Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

(1) All work will be done under the supervision of Contractor or Contractor’s employees.

(2) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of Contractor will be prohibited.

(3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.

(4) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by Contractor at the time the work is completed. If immediate purging of all data storage components is not possible, Contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.

(5) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, Contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.

(6) All computer systems processing, storing, or transmitting Federal tax information must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal tax information.
(7) No work involving Federal tax information furnished under this contract will be subcontracted without prior written approval of the IRS.

(8) Contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.

(9) The agency will have the right to void the contract if Contractor fails to provide the safeguards described above.

b. CRIMINAL/CIVIL SANCTIONS:

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than $1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

(2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of $1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC section 7213A and 7431.

(3) Additionally, it is incumbent upon Contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(j)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000.
c. **INSPECTION:**

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of Contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where Contractor is found to be noncompliant with contract safeguards.

**12. Continuity of Services**

A. The Contractor recognizes that the service(s) to be performed under this Contract are vital to the State and must be continued without interruption and that, upon Contract expiration, a successor, either the State or another contractor, may continue them. The Contractor agrees to:
   1. Furnish phase-in training, and
   2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

B. The Contractor shall, upon the State's written notice:
   1. Furnish phase-in, phase-out services for up to sixty (60) days after this Contract expires, and
   2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required.

The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the State's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency.

C. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

D. The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).

**13. Debarment and Suspension**

A. The Contractor certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. The term “principal” for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.

B. The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

**14. Default by State**
If the State, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, the Contractor may cancel and terminate this Contract and institute the appropriate measures to collect monies due up to and including the date of termination.

15. Disputes

A. Should any disputes arise with respect to this Contract, the Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor.

C. If a party to the contract is not satisfied with the progress toward resolving a dispute, the party must notify in writing the other party of this dissatisfaction. Upon written notice, the parties have ten (10) working days, unless the parties mutually agree to extend this period, following the notification to resolve the dispute. If the dispute is not resolved within ten (10) working days, a dissatisfied party will submit the dispute in writing according to the following procedure:

i. The parties agree to resolve such matters through submission in writing of their dispute to the Commissioner of the Indiana Department of Administration. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the State within ten (10) working days after presentation of such dispute for action. The presentation may include a period of negotiations, clarifications, and mediation sessions and will not terminate until the Commissioner or one of the parties concludes that the presentation period is over. The Commissioner’s decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner’s decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If no reconsideration is provided within ten (10) working days, the parties may mutually agree to submit the dispute to arbitration or mediation for a determination. If a party is not satisfied with the Commissioner’s ultimate decision, the dissatisfied party, may submit the dispute to an Indiana court of competent jurisdiction.

ii. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

16. Drug-Free Workplace Certification

The Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor or an employee of the Contractor in the State of Indiana has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total contract amount set forth in this Contract is in excess of $25,000.00, the Contractor hereby further agrees that this Contract is expressly subject to the terms, conditions, and representations of the following certification:
This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds $25,000.00, shall be valid, unless and until this certification has been fully executed by the Contractor and made a part of the contract or agreement as part of the contract documents.

The Contractor certifies and agrees that it will provide a drug-free workplace by:

A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor’s workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor’s policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;

E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

17. Employment Option

If the State determines that it would be in the State’s best interest to hire or convert the employee of the Contractor or a participating program supplier to a State employee or to a State-designated payroll provider after the designated period in Exhibit A, Contractor or supplier vendor will release the selected employee from any non-compete agreements that may be in effect. This release will be at no cost to the State, Contractor or the employee.

If the State determines that it would be in the State’s best interest to hire an employee of the Contractor or a participating program supplier vendor prior to completion of the designated period in Exhibit A, the State will notify the Contractor or applicable supplier vendor, who in turn will notify Contractor or applicable supplier vendor, of the State’s intent to hire the resource. The State will negotiate a conversion fee with the contractor or applicable supplier vendor, which shall not exceed the maximum rates detailed in Exhibit A.

Upon receiving the approval of IDOA authority agent, the State shall pay a payrolling rate of twelve percent (12%) after statutory costs, which include FICA, Medicare, SUTA, FUTA and Workers
Compensation Insurance. Total markup will be approximately twenty two percent (22%), but in no event shall exceed twenty five percent (25%). M/WBE commitments outlined in Section 28 below shall exclude payroll spend.

18. Force Majeure

In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a “Force Majeure Event”), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

19. Funding Cancellation

When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Director of SBA that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

20. Governing Laws

This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

21. Indemnification

The Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all claims and suits including court costs, attorney’s fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. The State shall not provide such indemnification to the Contractor.

22. Independent Contractor

Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party.

The Contractor shall be responsible for providing all necessary unemployment and workers’ compensation insurance for the Contractor’s employees.

23. Information Technology Enterprise Architecture Requirements

If the Contractor provides any information technology related products or services to the State, the Contractor shall comply with all IOT standards, policies and guidelines, which are online at http://iot.in.gov/architecture/. The Contractor specifically agrees that all hardware, software and services provided to or purchased by the State shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and IC 4-13.1-3. Any deviation from these architecture requirements must be approved in writing by IOT in advance. The State may terminate this Contract for
default if the Contractor fails to cure a breach of this provision within a reasonable time.

24. Insurance

A. The Contractor shall secure and keep in force during the term of this Contract, the following insurance coverages, covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from Contractor's performance under this Contract:

1. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits of $700,000 per person and $5,000,000 per occurrence unless additional coverage is required by the State. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.

2. Automobile liability with minimum liability limits of $700,000 per person and $5,000,000 per occurrence. The State is to be named as an additional insured on a primary, non-contributory basis.

3. The Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative a certificate of insurance prior to the commencement of this Contract and proof of Workers compensation coverage meeting all statutory requirements of IC 22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required if any of the services provided under this Contract involve work outside of Indiana.

B. The Contractor's insurance coverage must meet the following additional requirements:

1. The insurer must have a certificate of authority issued by the Indiana Department of Insurance.

2. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.

3. The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this Contract shall not be limited by the insurance required in this Contract.

4. The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State agency.

Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the State to immediately terminate this Contract. The Contractor shall furnish a certificate of insurance and all endorsements to the State before the commencement of this Contract.

25. Key Person(s) – Deleted by agreement of both parties

26. Licensing Standards

The Contractor, its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the Contractor pursuant to this Contract. The State will not pay the Contractor for any services performed when the Contractor, its employees or subcontractors are not in compliance with such applicable standards, laws, rules or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification or accreditation, the
Contractor shall notify the State immediately and the State, at its option, may immediately terminate this Contract.

27. Merger & Modification

This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, except by written agreement signed by all necessary parties.

28. Minority and Women’s Business Enterprises Compliance

The Contractor agrees to submit a copy of the agreement entered into between the Contractor and each MBE/WBE subcontractor where the State took the selection of the MBE/WBE by the Contractor into consideration when issuing the procurement award. The copy of the agreement must be submitted to the MWBE Division in IDOA within ninety (90) days of the execution of the contract between the Contractor and the State. The Contractor also agrees to send all amendments, changes, and terminations to these agreements to the MWBE Division in IDOA within ninety (90) days of their execution. Failure to provide a copy of the agreement or subsequent amendment, change, and termination may result in exclusion from future State procurements. If the Contractor is not excluded from future procurements, the actions or inactions of the Contractor with regard to the above will be taken into account in all phases and scoring in future procurements. In addition, the Contractor must obtain the approval of the Division before changing any MBE/WBE participation plan submitted in connection with this Contract.

The Contractor agrees to comply fully with the provisions of 25 IAC 5 and the Subcontractor Commitment submitted to the State. No changes may be made to the commitment without the written approval of the Minority and Women’s Enterprises Division of IDOA.

<table>
<thead>
<tr>
<th>MBE/WBE</th>
<th>PHONE</th>
<th>COMPANY NAME</th>
<th>SCOPE OF PRODUCTS and/or SERVICES</th>
</tr>
</thead>
<tbody>
<tr>
<td>WBE</td>
<td>812/479-8373</td>
<td>Action Temporary Service, Inc.</td>
<td>Temporary Admin/Clerical Staffing</td>
</tr>
<tr>
<td>WBE</td>
<td>317/844-1400</td>
<td>Chrysalis Consulting, LLC</td>
<td>Temporary Admin/Clerical Staffing</td>
</tr>
<tr>
<td>MBE</td>
<td>317/472-6777</td>
<td>Lee Computers</td>
<td>Temporary Admin/Clerical Staffing</td>
</tr>
<tr>
<td>MBE</td>
<td>317/541-9300</td>
<td>Ryan Consulting Group, Inc.</td>
<td>Temporary Admin/Clerical Staffing</td>
</tr>
<tr>
<td>MBE</td>
<td>317-578-7441</td>
<td>RCR Technology Corp</td>
<td>Temporary Admin/Clerical Staffing</td>
</tr>
<tr>
<td>MBE</td>
<td>317/723-3512</td>
<td>Professional Management Enterprises</td>
<td>Temporary Admin/Clerical Staffing</td>
</tr>
<tr>
<td>MBE</td>
<td>317/509-6604</td>
<td>The Morales Group Inc.</td>
<td>Temporary Admin/Clerical Staffing</td>
</tr>
<tr>
<td>WBE</td>
<td>260/434-0990</td>
<td>Briljent</td>
<td>Temporary Admin/Clerical Staffing</td>
</tr>
<tr>
<td>WBE</td>
<td>317-423-0609</td>
<td>The Bryant Group</td>
<td>Temporary Admin/Clerical Staffing</td>
</tr>
</tbody>
</table>

Amounts for each company will vary through the term of the contract. However the cumulative commitment will be as follows:

- Minority Business Enterprise Commitment 8%
- Women’s Business Enterprise Commitment 8%

29. Nondiscrimination

This covenant is enacted pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. Breach of this covenant may be regarded as a material breach of this Contract, but nothing in this covenant shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Contractor or any subcontractor.

Pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the
Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant’s: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

The Contractor understands that the State is a recipient of federal funds, and therefore, where applicable, Contractor and any subcontractors agree to comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246.

30. Notice to Parties

Whenever any notice, statement or other communication is required under this Contract, it shall be sent to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:
   Indiana Office of Administration
   Attention: Roxie Coble
   Indiana Government Center South, Room W-468
   402 W. Washington St.
   Indianapolis, IN 46204

B. Notices to the Contractor shall be sent to:
   GuideSoft, Inc. dba Knowledge Services
   Attention: Julie Bielawski
   8275 Allison Pointe Trail, Suite 200
   Indianapolis, IN 46250

C. As required by IC 4-13-2-14.8, payments to the Contractor shall be made via electronic funds transfer in accordance with instructions filed by the Contractor with the Indiana Auditor of State.

31. Order of Precedence; Incorporation by Reference

Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract, (2) attachments prepared by the State, (3) RFP 8-43, (4) Contractor’s response to RFP 8-43, and (5) attachments prepared by the Contractor. All of the foregoing are incorporated fully by reference. All attachments, and all documents referred to in this paragraph are hereby incorporated fully by reference.

32. Ownership of Documents and Materials

All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the Contractor transfers any ownership claim to the State and all such materials will be the property of the State. Use of these materials, other than related to contract performance by the Contractor, without the prior written consent of the State, is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to these materials developed for or supplied by the State and used to develop or assist in the services provided while the materials are in the possession of the Contractor. Any loss or damage thereto
shall be restored at the Contractor’s expense. The Contractor shall provide the State full, immediate, and unrestricted access to the work product during the term of this Contract.

33. Payments

A. All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC 4-13-2-20.

33. Penalties/Interest/Attorney’s Fees

The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney’s fees, except as permitted by Indiana law, in part, IC 5-17-5, IC 34-54-8, and IC 34-13-1.

Notwithstanding the provisions contained in IC 5-17-5, any liability resulting from the State’s failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

35. Progress Reports

The Contractor shall submit progress reports to the State upon request. The report shall be oral, unless the State, upon receipt of the oral report, should deem it necessary to have it in written form. The progress reports shall serve the purpose of assuring the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

36. Renewal Option

This Contract may be renewed under the same terms and conditions, subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC 5-22-17-4. The term of the renewed contract may not be longer than the term of the original contract.

37. Security and Privacy of Health Information

The Contractor agrees to comply with all requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) in all activities related to this Contract, to maintain compliance throughout the life of this Contract, to operate any systems used to fulfill the requirements of this Contract in full compliance with HIPAA and to take no action which adversely affects the State’s HIPAA compliance.

The parties acknowledge that the Department of Health and Human Services has issued the Final Rule, as amended from time to time, on the Standards for Privacy of Individually Identifiable Health Information, as required by HIPAA. To the extent required by the provisions of HIPAA and regulations promulgated thereunder, the Contractor covenants that it will appropriately safeguard Protected Health Information (PHI), as defined by the regulations, which is made available to or obtained by the Contractor in the course of its work under this Contract. The Contractor agrees to comply with applicable requirements of law relating to PHI with respect to any task or other activity it performs for the State as required by the final regulations.

38. Severability
The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

39. Substantial Performance

This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

40. Taxes

The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this Contract.

41. Termination for Convenience

This Contract may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date.

42. Termination for Default

A. With the provision of thirty (30) days notice to the Contractor, the State may terminate this Contract in whole or in part if the Contractor fails to:

1. Correct or cure any breach of this Contract; the time to correct or cure the breach may be extended beyond thirty (30) days if the State determines progress is being made and the extension is agreed to by the parties;
2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;
3. Make progress so as to endanger performance of this Contract; or
4. Perform any of the other provisions of this Contract.

B. If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

C. The State shall pay the contract price for completed supplies delivered and services accepted. The Contractor and the State shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

D. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

43. Travel
No expenses for travel will be reimbursed unless specifically permitted under the Duties of Contractor. The Contractor will arrange all travel to be reimbursed under this Contract through the State’s Department of Administration Travel Coordinator. All travel must be approved in advance by the State. Expenditures made by the Contractor for travel will be reimbursed at the current rate paid by the state and in accordance with the State Travel Policies and Procedures (see Travel Management Office website: http://www.in.gov/idoa/2459.htm) as specified in the current Financial Management Circular (see http://www.in.gov/idoa/files/travel_policy.pdf).

44. Waiver of Rights

No right conferred on either party under this Contract shall be deemed waived, and no breach of this Contract excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the State’s review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the Contractor’s negligent performance of any of the services furnished under this Contract.

45. Work Standards

The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product or the working relationship with those individuals assigned to work on this Contract, the State may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request.

46. State Boilerplate Affirmation Clause

I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State’s Boilerplate contract clauses (as contained in the March 2008 OAG/ IDOA Professional Services Contract Manual) in any way except for the following clauses:

11. Confidentiality of State Information – Modified
17. Employment Option - Modified
25. Key Person(s) – Deleted
28. MWBE Compliance - Modified
30. Notice to Parties – Added contact information
43. Travel – Must be arranged by IDOA Travel Coordinator

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.
Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she is the Contractor, or that he/she is the properly authorized representative, agent, member or officer of the Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, to the best of the undersigned’s knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

In Witness Whereof, Contractor and the State have, through their duly authorized representatives, entered into this Contract. The parties, having read and understood the foregoing terms of this Contract, do by their respective signatures dated below hereby agree to the terms thereof.

(Contractor:

By: [Signature]
Printed Name: Juliana B. Bielawska
Title: CEO
Date: 8/25/09

(Where Applicable)

Attested By: [Signature]
Kathleen P. Kiernan
Corporate Counsel
Date: 8/25/09

Indiana Office of Technology

Gerry Weaver, Chief Information Officer
Date: 9/4/09

Department of Administration

Mark W. Earnsion, Commissioner
Date: 8/27/09

State Budget Agency

Christopher A. Ruhl, Director
Date: 9/11/09

APPROVED as to Form and Legality:

Office of the Attorney General

Greg Zoeller, Attorney General
Date: September 8, 2009
### Exhibit A
**Program Outline**

1. **Hourly “Not to Exceed Rates” by position.**

<table>
<thead>
<tr>
<th>Position</th>
<th>State Job Code</th>
<th>KS Program Max Bill</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accountant 1</td>
<td>2RA1</td>
<td>$36.00</td>
</tr>
<tr>
<td>Accountant 2</td>
<td>2RA2</td>
<td>$29.00</td>
</tr>
<tr>
<td>Accountant 3</td>
<td>2RA3</td>
<td>$24.00</td>
</tr>
<tr>
<td>Accountant 4</td>
<td>2RA4</td>
<td>$18.00</td>
</tr>
<tr>
<td>Accountant 5</td>
<td>2RA5</td>
<td>$17.00</td>
</tr>
<tr>
<td>Temporary, Account Clerk 2, Clerical</td>
<td>3JA2</td>
<td>$14.10</td>
</tr>
<tr>
<td>Temporary, Account Clerk 3, Clerical</td>
<td>3JA3</td>
<td>$12.50</td>
</tr>
<tr>
<td>Temporary, Account Clerk 4, Clerical</td>
<td>3JA4</td>
<td>$13.00</td>
</tr>
<tr>
<td>Temporary, Administrative Assistant 3, Professional</td>
<td>2WN3</td>
<td>$14.60</td>
</tr>
<tr>
<td>Temporary, Administrative Assistant 4, Professional</td>
<td>2WN4</td>
<td>$14.70</td>
</tr>
<tr>
<td>Temporary, Administrative Assistant 5, Professional</td>
<td>2WN5</td>
<td>$16.10</td>
</tr>
<tr>
<td>Temporary, Clerical Assistant 4</td>
<td>3LD4</td>
<td>$12.90</td>
</tr>
<tr>
<td>Temporary, Clerical Assistant 5</td>
<td>3LD5</td>
<td>$11.50</td>
</tr>
<tr>
<td>Temporary, Data Input Operator 2, Clerical</td>
<td>3QB4</td>
<td>$12.70</td>
</tr>
<tr>
<td>Data Input Operator 2, Clerical, 9,500-10,499 keystrokes</td>
<td>3QB4</td>
<td>$12.10</td>
</tr>
<tr>
<td>Data Input Operator 2, Clerical, 10,500-11,499 keystrokes</td>
<td>3QB4</td>
<td>$12.70</td>
</tr>
<tr>
<td>Data Input Operator 2, Clerical, 11,500-12,499 keystrokes</td>
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<td>$13.30</td>
</tr>
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<td>Data Input Operator 2, Clerical, 12,500-13,499 keystrokes</td>
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<td>$13.90</td>
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<td>$15.20</td>
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<td>Data Input Operator 2, Clerical, 15,500-16,499 keystrokes</td>
<td>3QB4</td>
<td>$15.90</td>
</tr>
<tr>
<td>Data Input Operator 2, Clerical, 16,500-17,499 keystrokes</td>
<td>3QB4</td>
<td>$16.60</td>
</tr>
<tr>
<td>Data Input Operator 2, Clerical, 17,500-18,499 keystrokes</td>
<td>3QB4</td>
<td>$17.50</td>
</tr>
<tr>
<td>Data Input Operator 2, Clerical, 18,500 and up keystrokes</td>
<td>3QB4</td>
<td>$18.40</td>
</tr>
<tr>
<td>Temporary, Data Input Operator 3, Clerical</td>
<td>3QB4</td>
<td>$11.80</td>
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<tr>
<td>Temporary, Data Input Operator 4, Clerical</td>
<td>3QB4</td>
<td>$11.50</td>
</tr>
<tr>
<td>Temporary, GenCOMOT 2, Clerical</td>
<td>3MB2</td>
<td>$13.00</td>
</tr>
<tr>
<td>Temporary, GenCOMOT 3, Clerical</td>
<td>3MB3</td>
<td>$12.60</td>
</tr>
<tr>
<td>Temporary, GenCOMOT 4, Clerical</td>
<td>3MB4</td>
<td>$12.10</td>
</tr>
<tr>
<td>Temporary, Legal Assistant 5, Professional</td>
<td>1VA5</td>
<td>$18.90</td>
</tr>
<tr>
<td>Temporary, Tax Analyst 4, Professional</td>
<td>2RW4</td>
<td>$15.70</td>
</tr>
<tr>
<td>Temporary, Tax Analyst 5, Professional</td>
<td>2RW5</td>
<td>$14.30</td>
</tr>
<tr>
<td>Temporary, Tax Analyst Supervisor 6, Professional</td>
<td>7RW6</td>
<td>$17.90</td>
</tr>
<tr>
<td>Temporary, Word Processor 2, Clerical</td>
<td>3QB4</td>
<td>$13.40</td>
</tr>
<tr>
<td>Temporary, Word Processor 3, Clerical</td>
<td>3QB4</td>
<td>$13.00</td>
</tr>
<tr>
<td>Temporary, Word Processor 4, Clerical</td>
<td>3QB4</td>
<td>$13.00</td>
</tr>
<tr>
<td>Temporary, Warehouse Clerk</td>
<td>3PA2</td>
<td>$11.60</td>
</tr>
</tbody>
</table>
2. **Rate Differentials.**

   a. The State shall pay a premium of 1.4 times the hourly rate for all overtime work pre-approved by the hiring manager and the Authorized Fiscal agent of the agency. Overtime is defined as work performed in excess of 40 hours per week, and only for the positions specified under this agreement.

3. **Shift Premiums**

   The State shall pay the below stated shift premium upon pre-approval being given by the hiring manager and the Authorized Fiscal agent of the agency.

   a. The State shall pay a shift premium multiplier of **1.05 times** the hourly rate for all **Evening shift** work. Evening shift is defined as work performed from 5:00PM to 12:00 Midnight, and only for the positions specified under this agreement.

   b. The State shall pay a shift premium multiplier of **1.1 times** the hourly rate for all **Night shift** work. Night shift is defined as work performed from 12:00 Midnight to 8:00 AM, and only for the positions specified under this agreement.

   c. The State shall pay a shift premium multiplier of **1.05 times** the hourly rate for all **Holiday or Weekend shift** work. Night shift is defined as work performed from 12:00 Midnight to 8:00 AM, and only for the positions specified under this agreement.

4. **Direct Hire Fees.**

   a. **Direct hire fees - Nonprofessional Positions.**

   The State shall pay the following direct hire fees for nonprofessional positions. Nonprofessional positions are defined as any position with less than $40,000 in annual base salary per year.

<table>
<thead>
<tr>
<th>Non-professional</th>
<th>Direct Hire Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Under $40,000 per year in salary</td>
<td>$3,000</td>
</tr>
</tbody>
</table>

   b. **Direct hire fees - Professional Positions.** The State shall pay the following direct hire fees for professional positions. Professional positions are defined as any position with more than $40,000 in annual base salary per year.

<table>
<thead>
<tr>
<th>Professional</th>
<th>Direct Hire Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Above $40,000 per year in salary</td>
<td>20% of base salary on hire date excluding bonus plan and benefits</td>
</tr>
</tbody>
</table>

5. **Conversion Fees.**

   a. The “Conversion Fee” shall be the fee charged by Contractor when a Resource is converted to a direct hire employee of the State. Conversion Fees shall not be adjusted by the Mark-Up Rate. The Conversion Fee shall be calculated as follows:

   b. Conversion fees for nonprofessional positions shall be compensated as follows. Nonprofessional positions are defined as any position with less than $40,000 in annual base salary per year.

<table>
<thead>
<tr>
<th>Non professional</th>
<th>Conversion Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 - 30 days worked</td>
<td>$3,000</td>
</tr>
<tr>
<td>31 - 60 days worked</td>
<td>$1,000</td>
</tr>
<tr>
<td>Professional</td>
<td>Conversion Fee</td>
</tr>
<tr>
<td>-------------------------</td>
<td>----------------</td>
</tr>
<tr>
<td>61 - 90 days worked</td>
<td>$ 500</td>
</tr>
<tr>
<td>Over 90 days worked</td>
<td>$ 0</td>
</tr>
</tbody>
</table>

c. Conversion fees for professional positions shall be compensated as follows. Professional positions are defined as any position with more than $40,000 in annual base salary per year.

<table>
<thead>
<tr>
<th>Professional</th>
<th>Conversion Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 - 30 days worked</td>
<td>20%</td>
</tr>
<tr>
<td>31 - 60 days worked</td>
<td>15%</td>
</tr>
<tr>
<td>61 - 90 days worked</td>
<td>12.5%</td>
</tr>
<tr>
<td>91 - 120 days worked</td>
<td>10%</td>
</tr>
<tr>
<td>121 - 180 days worked</td>
<td>5%</td>
</tr>
<tr>
<td>Over 180 days worked</td>
<td>0%</td>
</tr>
</tbody>
</table>
Exhibit B
Managed Service Provider Service Levels

The State expects that the MSP will demonstrate a high level of quality control standards and service to their clients. The MSP is required to describe its quality standards and guarantees of service, background check processes and other quality assurance processes, and its response to resources that are not performing to the State quality standards.

The State has also developed a high-level process that will be utilized throughout the life of this contract to ensure that the MSP is providing the best possible service to all agencies. Suppliers should be prepared to contribute regularly through this process in a variety of ways and should be prepared to receive reductions in business volume or pay liquidated damages to the State for inadequate service levels. The quality assurance process encompasses several key sections:

A. Agency end users will request resources through the MSP’s web-based ordering tool. If the Account Managers provide a group of resumes (minimum of three (3) per request), which the agency end user feels do not meet the requirements as stated in the requisition, the end user will return those resumes to the Account Manager and request a new group of resumes. If a second group of resumes is provided (minimum of three (3)), and no resumes within the group meet the requirements as stated in the requisition and clarified in the re-order process, the end user may return the resumes to the Account Manager and request a waiver from the State contract manager to utilize an out of program provider for the service need. To be accepted by the State, the Contractor(s) and the vendor/supplier of the Contractor(s) will be added into the Vendor Management System at time of Contractor acceptance, but prior to the Contractor(s) start date, and be subject to the fees and contractual obligations of the State approved contract with the MSP.

B. End users will have the opportunity to conduct, and request that the Contractor administer skills assessments specified by the agency (phone interviews, face to face interviews, capabilities tests, etc.) of the candidates they choose from the Account Manager-provided group of resumes. If the end user determines that the candidate will not meet the skill requirements of the position, the end user will reject the candidate and request another batch of resumes from which to choose another candidate. If this occurs twice with the same requisition, and the end user is still unable to find a candidate who meets the skills requirements of the position, the end user may request a waiver from the State contract manager to utilize an out of program provider for the service need. To be accepted by the State, the Contractor(s) and the vendor/supplier of the Contractor(s) will be added into the Vendor Management System at time of Contractor acceptance, but prior to the Contractor(s) start date, and be subject to the fees and contractual obligations of the State approved contract with the MSP.

C. If a resource begins work for a particular agency, and the agency determines within the first week (five (5) business days) that the resource does not have the skills or capabilities necessary to complete the job as requested in the original requisition, the agency may request that the resource be replaced immediately, and the State shall not pay for the work conducted by the unacceptable resource.

D. A quarterly meeting will take place among the Account Managers, State Agency Representatives, and the State Contract Manager to review the quality of service provided to the State by the MSP. It is at this time that the State will score the MSP on a variety of performance criteria, including, but not limited to, the Service Level Agreements (SLAs) as outlined below. The MSP will also have the opportunity to provide the State with suggestions on how to improve its own processes relating to Medical Contract Services. If any service deficiencies are identified across the entire contract, the MSP and the State representatives will determine a plan of action to ensure that the level of service improves. Remedies for missing specific SLA-defined targets, as outlined below, will be imposed. If two (2) additional quarterly meetings occur with minimal or no improvement in the identified areas, it may be cause for the State to terminate the contract.

The SLAs will be reviewed monthly by the State contract manager to identify any issues requiring immediate attention and will be reviewed again during the quarterly meetings between the State and the MSP, as defined in part D above.
<table>
<thead>
<tr>
<th>Performance Metric</th>
<th>MSP Goal</th>
<th>Performance Target</th>
<th>Description</th>
<th>Calculation</th>
<th>Frequency of Review</th>
</tr>
</thead>
<tbody>
<tr>
<td>Requisition Confirmation Response time</td>
<td>4 business hours</td>
<td>92% or higher</td>
<td>Measures average response time from receipt of request to confirmation of request receipt.</td>
<td>Number of requisitions which received confirmation within 4 hours / total number of requisitions.</td>
<td>monthly</td>
</tr>
<tr>
<td>Resume Submittal Response time</td>
<td>4 business days</td>
<td>92% or higher</td>
<td>Measures average response time from receipt of request to delivery of first candidate's resume.</td>
<td>Number of requisitions which received first batch of resumes for review within 72 hours / total number of requisitions.</td>
<td>monthly</td>
</tr>
<tr>
<td>Normal Fill Rate</td>
<td>N/A</td>
<td>92% or higher</td>
<td>Measures contractor's ability to satisfactorily fulfill requisitions: Indicates how many requisitions are open.</td>
<td>Total number of filled positions at month end / total number of requisitions that have been in place over 2 weeks.</td>
<td>monthly</td>
</tr>
<tr>
<td>Normal Round 1 Fill Rate</td>
<td>N/A</td>
<td>80% or higher</td>
<td>Measures contractor's ability to satisfactorily fulfill requisitions within first round of resumes submitted to requestor (normal requisitions).</td>
<td>Total number of filled positions resulting from the first round of resumes / total number of requisitions filled.</td>
<td>monthly</td>
</tr>
<tr>
<td>Urgent Flagged Submittal Response Time</td>
<td>2 business days</td>
<td>92% or higher</td>
<td>Measures average response time from receipt of URGENT request to delivery of first candidate's resume.</td>
<td>Number of URGENT requisitions that received first batch of resumes for review within 24 hours / total number of URGENT requisitions.</td>
<td>monthly</td>
</tr>
<tr>
<td>Urgent Fill Rate</td>
<td>N/A</td>
<td>92% or higher</td>
<td>Measures contractor's ability to fulfill requisitions: Indicates how many requisitions are open.</td>
<td>Total number of URGENT filled positions at month end / total number of requisitions that have been in place over 2 weeks.</td>
<td>monthly</td>
</tr>
<tr>
<td>Urgent Round 1 Fill Rate</td>
<td>N/A</td>
<td>90% or higher</td>
<td>Measures contractor's ability to fulfill requisitions within first round of resumes submitted to requestor (URGENT requisitions).</td>
<td>Total number of URGENT filled positions resulting from the first round of resumes / total number of requisitions filled.</td>
<td>monthly</td>
</tr>
<tr>
<td>Attrition Rate</td>
<td>N/A</td>
<td>8% or lower</td>
<td>Measures resource turnover due to unplanned situations that are not caused by the State, not including inadequate performance, death, serious illness, etc.</td>
<td>Number of unplanned turnovers / total number of resources.</td>
<td>monthly</td>
</tr>
<tr>
<td>Performance Removal</td>
<td>N/A</td>
<td>5% or lower</td>
<td>Measures resource turnover due to inadequate resource performance.</td>
<td>Number of turnovers (due to inadequate performance) / total number of resources.</td>
<td>monthly</td>
</tr>
<tr>
<td>Offering Opportunity to the Network</td>
<td>N/A</td>
<td>30% or higher</td>
<td>Measure of how many resource resumes, provided to the State after requisition, are from the contractor's subcontractor network.</td>
<td>Total number of resumes provided to the State from subcontractor resource pools / total number of resumes provided to the State.</td>
<td>monthly</td>
</tr>
<tr>
<td>Usage of Network</td>
<td>N/A</td>
<td>90% or higher</td>
<td>Measure of how many subcontractor resources are selected within the State.</td>
<td>Number of subcontractor resources selected within period / total number of resources selected within period.</td>
<td>monthly</td>
</tr>
<tr>
<td>Minority Business Enterprise Usage</td>
<td>Commitment from Section 28</td>
<td>8% or higher</td>
<td>Measure of how many Minority Business Enterprises resources are being used by the State</td>
<td>Dollars paid to Minority Business Enterprises within period / Total dollars paid within period.</td>
<td>monthly</td>
</tr>
<tr>
<td>Women's Business Enterprise Usage</td>
<td>Commitment from Section 28</td>
<td>8% or higher</td>
<td>Measure of how many Women's Business Enterprise resources are being used by the State</td>
<td>Dollars paid to Women's Business Enterprises within period / Total dollar's paid within period.</td>
<td>monthly</td>
</tr>
</tbody>
</table>

The MSP will be allowed a sixty (60) day grace period during the implementation phase of the contract to ramp up services, without scoring on the performance metrics above. Resources billing at the State prior to the effective date
of this Contract shall be excluded from the performance metrics calculation. After the sixty (60) day grace period, tracking of each of the above performance metrics should begin, and the first report shall be due to the State contract manager one (1) month after the grace period ends.

Once a final scorecard, which will include the above performance metrics, has been developed, the State contract manager will calculate a score for the contractor’s overall performance. If the score is below the minimum threshold, as agreed upon in negotiations by the MSP and the State, the following actions will be taken.

1. A discussion will take place between the MSP representatives and the State contract manager. The MSP will be given a warning, and a plan will be developed to improve on the problem areas within two (2) months.

2. If the next review occurs with minimal or no improvement in the problem areas, the MSP will be placed on probation, and the MSP will be given three (3) months to improve their overall service score.

3. If the next review with below-threshold score occurs within the three (3) month probationary period, the MSP will be required to give a three percent (3%) rebate on the month’s revenue generated from MSP fees back to each agency which has provided revenue to the MSP.

4. If a fourth below-threshold score occurs within the next three (3) months, the MSP will be required to provide a five percent (5%) rebate on the month’s revenue back to each agency that has provided revenue generated from MSP fees to the MSP, and the contract may be terminated by the State.
EXECUTIVE DOCUMENT SUMMARY

State FY: 2011 (11/21 (R104-06)

1. EDS Number: E20-9-4612-11230
2. Date prepared: 2/17/2010

3. CONTRACTS & LEASES

- Professional/Personal Services: Contract for provided Services
  - Grant
  - Lease
  - Attorney
  - MOU
  - QPA 11230A

4. Account Number: 4595
5. Account Name: 668
6. Total Amount this Action: $0.00
7. New Contract Total: $0.00
8. Revenues generated this action: $0.00
9. Revenues generated total contract: $24000.00

10. New total amount for each fiscal year:
    Year 2010: $0.00
    Year 2011: $0.00
    Year 2012: $0.00

11. Time Period Covered in this EDS
    From (month, day, year): 9/1/2009
    To (month, day, year): 8/31/2011

12. Method of source selection:
    - Bid/Quotation: Negotiated
    - RFQ: B-43
    - Other (specify): Special Procurement

13. Will the attached document involve data processing or telecommunications system(s)?
    X Yes

14. Name of agency: Department of Administration
15. Requisition Number:

16. Address: IDOA, Procurement Division
   402 W WASHINGTON ST #1M W468
   INDIANAPOLIS, IN 46204
17. Name: Roxie Coble
18. Telephone #: 317 234-4251
19. Email address: rcoible@idoa.in.gov

20. Name: Array Redding
21. Telephone #: (317) 234-3542
22. Email address: aredding@idoa.in.gov

23. Vendor ID #: 00000054131
24. Name: GUIDESOFT INC
25. Telephone #: (317) 305-6100
26. Address: 8278 ALLISON POINTE TRAIL #120
   INDIANAPOLIS, IN 46269
27. Email address: dan_nierste@dotstaff.com

28. Is the vendor registered with the Secretary of State? (Out of State Corporations, must be registered)

29. Primary Vendor: M/WBE
    Minority: Yes X No
    Women: X Yes X No

30. If yes, list the %:
    Minority: %
    Women: %

31. Sub-Vendor M/WBE
    Minority: Yes X No
    Women: X Yes X No

32. If yes, list the %:
    Minority: %
    Women: %

33. Is there Renewal Language in the current document?
    X Yes X No

34. Is there a "Termination for Convenience" clause in the document?
    X Yes X No

35. Statutory Authority (Cite applicable Indiana or Federal Codes): IC 5-22

36. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.)

37. Justification of vendor selection and determination of price reasonableness:

38. If this contract is submitted late, please explain why. (Required if more than 30 days late.)

39. Agency fiscal officer or representative approval
40. Attorney General's Office approval

41. Date Approved: 2/18/10
42. Budget agency approval
44. Date Approved: 3-8-10
45. Date Approved: 3-8-10
46. Agency representative receiving input: AG

47. Date Approved: 3-8-10
Amendment # 1
QPA # 11230A

This is an Amendment to the contract entered into by and between the Indiana Department of Administration on behalf of All State Agencies (hereinafter referred to as “State”) and GuideSoft, Inc. dba Knowledge Services (hereinafter referred to as “Contractor”) dated September 9, 2009. In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree to amend the existing contract as follows:

Recitals

WHEREAS, Contractor and the Indiana State Athletic Commission (“ISAC”) have agreed upon a Statement of Work (“SOW”)

NOW THEREFORE, in consideration of their mutual promises made herein, and for other good and valuable consideration, the parties, intending to be legally bound, hereby agree that the foregoing recitals are true and correct and incorporated herein by this reference and further agree:

Section 1 [Duties of the Contractor] is amended to include the following services:

1. Duties of Contractor.
S. The Contractor shall provide the additional positions of Chief Commission Representative and Assistant Commission Representative to fulfill regulatory services for ISAC relative to this Contract and as further detailed in Exhibit C.

Total amount of this action is zero dollars and zero cents ($0.00). Total remuneration of this contract is not to exceed twenty four million dollars and zero cents ($24,000,000.00).

All other matters previously agreed to and set forth in the original agreement and not affected by this Amendment shall remain in full force and effect.

All other matters previously agreed to and set forth in the original agreement and not affected by this Amendment shall remain in full force and effect.
Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she is the contracting party, or that he/she is the representative, agent, member or officer of the contracting party, that he/she has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of the agreement.

In Witness Whereof, Contractor and the State of Indiana have, through duly authorized representatives, entered into this agreement. The parties having read and understand the foregoing terms of the contract do by their respective signatures dated below hereby agree to the terms thereof.

Contractor:

Signature: [Signature]
Printed Name: DAN NIERSTE
Title: EEO
Date: 2/17/10

(Where Applicable)
Attested By: [Signature]
Katie Bevange
CORPORATE COUNSEL
2/17/2010

State of Indiana Agency:

Signature: [Signature]
Printed Name: Erin Kremer
Title: DIRECTOR OF VENDOR MANAGEMENT
Date: 2/18/2010

Indiana Office of Technology

Gerry Weaver
Chief Information Officer
Date: 2/22/2010

Department of Administration

Mark W. Everson
Commissioner
Date: 2/17/2010

Office of the Attorney General

Gregory F. Zoeller
Attorney General
Date: 3/18/2010
STATEMENT OF WORK ADDENDUM TO THE
PROFESSIONAL SERVICES CONTRACT
FOR MANAGED SERVICE PROVIDER SERVICES

This Statement of Work ("SOW") to the Professional Services Contract for Managed Service Provider Services, entered into by and between the Indiana Office of Administration Procurement Division on behalf of all State Agencies (the "State") and GuideSoft, Inc. dba Knowledge Services (the "Contractor"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Duties of Contractor.

Contractor shall provide regulatory services for the Indiana State Athletic Commission ("ISAC").

Contractor will provide two classes of personnel to participate in the regulation of ISAC regulated events, at the request of the ISAC. The ISAC will give at least twenty-five (25) days notice to the Contractor before an event where such personnel will be required. No later than fifteen (15) days before the event, Contractor will provide the ISAC with a list of personnel it proposes to supply, along with a current resume or equivalent information on each individual, and the results of a national criminal database search, including the last two (2) Indiana counties of residence, on each individual. The results of each check shall be valid for a period of twelve (12) months before a re-check is required. The ISAC will then approve or disapprove the personnel. If the ISAC does not approve an individual, Contractor is responsible for finding suitable personnel who can be approved by the ISAC before the event.

If for any reason, such as illness or other unforeseen emergency, previously approved personnel cannot participate in a scheduled event, and notice of the cancellation is provided less than fifteen (15) days before the event, a replacement person may be approved by the Director of the ISAC. To the extent that time permits, the aforementioned required information, including national criminal database search and current resume or equivalent information, must be provided to the Director of the ISAC. The Director of the ISAC retains discretion on whether to accept personnel submitted for approval less than fifteen (15) days before the scheduled event.

If any personnel fails to fulfill their duties as listed below, has attendance problems, or fails to meet expectations of the ISAC in any way, the Director of the ISAC reserves the right to disallow that person from participating in future events.

The duties pertaining to each class of personnel are found below.

A. Chief Commission Representative

General Description:

A Chief Commission Representative will be responsible for being the lead supervisor at the professional boxing and unarmed combat event being regulated. In addition to providing regulatory oversight of the event in order to ensure the safety of participants and to uphold the integrity of the sport, this person will also be responsible for supervising other Commission representatives on site for the event, in accordance with the pre-fight, during-fight, and post-flight checklist (to be provided by the State).

Requirements:
a. Must have knowledge of boxing and unarmed combat rules and regulations, as well as knowledge of federal and state laws, policies, and procedures pertaining to the ISAC (knowledge may be obtained through ISAC training).
b. Must be able to work evenings and weekends.
c. Must possess a valid Indiana Driver's License.
d. Must successfully pass a background investigation.
e. Must possess at least a high school diploma, GED, or equivalent.

Responsibilities:

a. Ensure that all contestants, seconds, managers, referees, judges, and all other officials at the event are properly licensed by the ISAC.
b. Report any observed or suspected violations of the laws, rules, and regulations of the ISAC to the Chief Commission Representative to ensure compliance.
c. Ensure that all contestants have complied with the medical requirements set forth by the ISAC.
d. Inspect all equipment related to the event to ensure compliance with regulations, including but not limited to inspecting each contestant's hand wrappings and gloves.
e. Observe contestant testing for controlled substances after each event.
f. Complete other duties as assigned by the ISAC.

2. Consideration

The Contractor will be paid $150 for each Assistant Commission Representative who works a full event, and from that, $100 will be paid to the Assistant Commission Representative, before applicable statutory payroll taxes.

The Chief Commission Representative will be paid differently depending on whether the individual who is working as the Chief Commission Representative was introduced to the Contractor by the ISAC, or if the individual was recruited by the Contractor without an introduction.

If the Chief Commission Representative was recruited by the ISAC, then the Contractor will be paid $200 for the Chief Commission Representative who works a full event, and from that, the Chief Commission Representative will be paid $150, before applicable statutory payroll taxes.

If the Chief Commission Representative was recruited by Knowledge Services or its agents, then the Contractor will be paid $200 for the Chief Commission Representative who works a full event, and from that, the Chief Commission Representative will be paid $130, before applicable statutory payroll taxes.
**EXECUTIVE DOCUMENT SUMMARY**

State Form 4221 (R104-06) 3/31/2010

1. Please fill in all information.
2. Check all boxes that apply.
3. For amendments/renewals, attach original contract.
4. Attach additional pages if necessary.

**AGENCY INFORMATION**

14. Name of agency: Department of Administration
15. Requisition Number: 

16. Address: IDOA, Procurement Division 402 W WASHINGTON ST RM W458 INDIANAPOLIS, IN 46204

**AGENCY CONTACT INFORMATION**

17. Name: Roxie Cable
18. Telephone #: 317-234-4251
19. E-mail address: rcable@idoa.in.gov

**COUSIR INFORMATION**

20. Name: Amey Redding
21. Telephone #: (317) 234-3542
22. E-mail address: aredding@idoa.in.gov

**VENDOR INFORMATION**

23. Vendor ID #: 0000054131
24. Name: GUIDESOFT INC
25. Telephone #: (317) 805-8109
26. Address: 8775 ALLISON POINTE TRAIL #120 INDIANAPOLIS, IN 46250

**FISCAL INFORMATION**

4. Account Number: 
5. Account Name: 
6. Total amount this action: $0.00
7. New contract total: $24,000,000.00
8. Revenue generated this action: $0.00
9. New Revenue generated total contract: $0.00
10. New total amount for each fiscal year: 
   Year 2010: $24,000,000.00
   Year 2011: $0.00
   Year 2012: $0.00
   Year: $

**TIME PERIOD COVERED IN THIS EDS**

11. From (month, day, year): 9/1/2009
12. To (month, day, year): 8/31/2011

**METHOD OF SOURCE SELECTION**

13. Method of source selection: 
   - Bid/Quotation: Emergency
   - Negotiated:
   - Amendment # 2
   - Other (specify): Special Procurement

**WILL THE ATTACHED DOCUMENT INVOLVE DATA PROCESSING OR TELECOMMUNICATIONS SYSTEM(S)?**

14. X Yes IOT or Delegate has signed off on contract
15. No

**AGREEMENT INFORMATION**

27. E-mail address: dani erection@dotstaff.com

28. Is the vendor registered with the Secretary of State? (Out of State Corporations must be registered) X Yes No

29. Minority: Yes X No
   Women: Yes X No
   Minority: X 100.0 %
   Women: X%

30. If yes, list the %:

31. Sub Vendor: M/WBE X Yes X No
   Minority: X 100.0 %
   Women: X%

32. If yes, list the %:

33. Is there a Renewal Language in the document? X Yes X No

34. Is there a "Termination for Convenience" clause in the document? X Yes X No

35. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement)

36. Amend # 2:

37. This amendment attaches an agreed upon Service Level Agreements established between the Contractor and the Department of Revenue

38. Justification of vendor selection and determination of price reasonableness:

39. If this contract is submitted late, please explain why: (Required if more than 30 days late)

40. Agency fiscal officer or representative approval
41. Date Approved: 04/16/10
42. Budget agency approval
43. Date Approved: 05/23/10
44. Attorney General's Office approval
45. Date Approved: 06/24/10
46. Agency representative receives from AG
47. Date Approved: 06/24/10

**OAG-ADVISORY**

Jun 24, 2010

42247-002
Amendment # 2
QPA # 11230A

This is an Amendment to the contract entered into by and between the Indiana Department of Administration on behalf of All State Agencies (hereinafter referred to as "State") and GuideSoft, Inc. dba Knowledge Services (hereinafter referred to as "Contractor") dated September 9, 2009. In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree to amend the existing contract as follows:

Recitals

WHEREAS, Contractor and the Department of Revenue ("DOR") have agreed upon a Service Level Agreement ("SLA")

NOW THEREFORE, in consideration of their mutual promises made herein, and for other good and valuable consideration, the parties, intending to be legally bound, hereby agree that the foregoing recitals are true and correct and incorporated herein by this reference and further agree:

Section 1 [Duties of the Contractor] is amended to include the following services:

1. Duties of Contractor.
   T. The Contractor shall abide by the requirements defined in the Service Level Agreement relative to this Contract and as further detailed in Exhibit D, in order to act as the Managed Service Provider for temporary administrative personnel for the Indiana Department of Revenue (DOR).

   Total amount of this action is zero dollars and zero cents ($0.00). Total remuneration of this contract is not to exceed twenty four million dollars and zero cents ($24,000,000.00).

   All other matters previously agreed to and set forth in the original agreement and not affected by this Amendment shall remain in full force and effect.

   All other matters previously agreed to and set forth in the original agreement and not affected by this Amendment shall remain in full force and effect.
Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she is the contracting party, or that he/she is the representative, agent, member or officer of the contracting party, that he/she has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of the agreement.

In Witness Whereof, Contractor and the State of Indiana have, through duly authorized representatives, entered into this agreement. The parties having read and understand the foregoing terms of the contract do by their respective signatures dated below hereby agree to the terms thereof.

Contractor:

Signature: [Signature]
Printed Name: [Printed Name]
Title: [Title]
Date: [Date]

(Where Applicable)

Attested By: [Attested By]

State of Indiana Agency:

Signature: [Signature]
Printed Name: [Printed Name]
Title: [Title]
Date: [Date]

Indiana Office of Technology

Brian Arrowood
Chief Information Officer

Date: 15 Jun 2010

State Budget Agency

Christopher A. Ruhl
Director

Date: 6/23/10

Office of the Attorney General

Gregory F. Zoeller
Attorney General

Date: 6/24/10
Exhibit D

SERVICE LEVEL AGREEMENT

Executed on Behalf of
Guidesoft Inc.
and
The Indiana Department of Revenue

This Service Level Agreement (SLA) defines the requirements for the Contractor, Guidesoft, Inc., to provide levels of services that must be met in order to act as the Managed Service Provider for temporary administrative personnel for the Indiana Department of Revenue (DOR).

This SLA is presented in the following sections:
1. Definitions
2. Locations of Resource Employment
3. Background Checks- Security Badges
4. Minimum Benefits
5. On-Site Manager
6. Training-Orientation
7. Pay Status
8. Time Sheet Procedures- Invoices
9. Resource Advancement Procedures
10. Reports
11. Termination Procedures

Each section provides the following:
• description of the section support function
• roles and responsibility of the Contractor
• roles and responsibility of the DOR

1. Definitions
a. Long Term Temporary Resource
   The Long Term Temporary Resource is a resource that is in work status for DOR each month during a twelve (12) month period.
b. Short Term Temporary Resource
   The Short Term Temporary Resource is a resource that is in work status for DOR less than six (6) months with no expectation of full time employment.
c. Short Term Temporary Recall Resource
   The Short Term Temporary Recall Resource is a resource that is in work status for DOR less than six (6) months but returns within twelve (12) months to work for DOR.
d. Temporary to Hire Resource
   The Temporary to Hire Resource is a resource that is in work status for DOR for up to six (6) months culminating with full time employment with DOR
e. **Vendor Hourly Bill Rate**
   The Vendor Hourly Bill Rate is the rate which is paid to the Vendor for each position specified in the DOR Specific Rate Card-Position Schedule attached to this SLA.

f. **Vendor Hourly Pay Rate**
   The Vendor Hourly Pay Rate is the rate which is paid to the Resource and does not include any Vendor markup or rate differentials as specified in the DOR Specific Rate Card-Position Schedule attached to this SLA.

g. **Vendor Hourly Payroll Rate**
   The Vendor Hourly Payroll Rate is the rate which is paid to the Resource and includes a reduced mark-up rate as specified in the Professional Services Contract for Managed Service Providers Services, Section 17., Employment Option

2. **Locations of Resource Employment**
The following DOR locations will have temporary administrative resources employed for DOR:

**Returns Processing Center (RPC)**
5150 Decatur Blvd
Indianapolis In 46241
317-615-2518

**Motor Carrier Services Division (MCSD)**
5252 Decatur Blvd Suite R
Indianapolis In 46241

**Indiana Government Center (IGC)**
100 N Senate Ave
Indianapolis In 46204

**DOR Bloomington District Office**
410 Landmark Ave
Bloomington In 47403
812-339-1119

**DOR Clarksville District Office**
1446 Horn St
Clarksville In 47129
812-282-7729

**DOR Columbus District Office**
3136 N National Rd Suite H
Columbus In 47201
812-376-3049
DOR Evansville District Office
Goodwill Building Suite 202
500 S Green River Rd
Evansville In 47715
812-479-9261

DOR Fort Wayne District Office
1415 Magnavox Way Suite 100
Fort Wayne In 46804
260-436-5663

DOR Kokomo District Office
117 E Superior St
Kokomo In 46901
765-457-0525

DOR Lafayette District Office
100 Executive Dr Suite B
Lafayette In 47905
765-448-6626

DOR Merrillville District Office
8368 Louisiana Ave Suite A
Merrillville In 46410
219-769-4267

DOR Muncie District Office
3640 N Briarwood Lane Suite 5
Muncie In 47304
765-289-6196

DOR South Bend District Office
1025 Widener Lane Suite B
South Bend In 46614
574-291-8270

DOR Terre Haute District Office
30 N 8th St 3rd Floor
Terre Haute In 47807
812-235-6046
3. **Background Checks—Security Badges**

All Resources must pass the following:

a. background checks,

b. pre-screening requirements,

c. tax clearances as specified by DOR.

Any Resource that does not pass all these requirements will not be accepted by DOR for employment.

a. **Background Checks**

Background Checks are to include the following:

1. Seven (7) years of Employment and Indiana residency verification, if applicable
2. Seven (7) years of Educational verification, if applicable to job description posting.
3. Indiana driver license verification—must have a “Valid” status
4. Seven (7) years of National criminal history checks
5. Seven (7) years of Sex Offender Registry check
6. If the resource will be using the Bureau of Motor Vehicles (BMV) STARS system, the resource must have a national fingerprint check.

DOR is to be notified of any negative history and will determine if the resource will pass or fail the background check. This notification is to be directed to the Human Resource (HR) Director or his designee. The HR director, or his designee, will notify the Contractor as soon as possible of DOR’s decision.

If DOR notifies the Contractor that a resource has failed the background check and/or the tax clearance check, the Contractor will immediately offer at least two more resources for consideration.

b. **Pre-Screening Requirements**

1. **Data Input Operator Resources** must be tested and meet the keystroke requirement stated in the job description. All pre-screening requirements for each position are to be tested prior to being offered as a resource.

c. **Security Badges**

1. Security badges are required to be worn by resources when on DOR properties. Procedures for issuing and assuring that security badges are returned upon termination of employment must be established.
2. Security badges are produced at a cost to each resource. Each security badge fee collected from the resource by the Contractor will be refunded to the resource upon termination of employment if the security badge is returned to the Contractor. Only one security badge fee will be refunded to the resource upon termination.
3. The Contractor will collect all security badge fees paid by Long Term Temporary Resources to the previous State QPA Vendors.
4. Upon termination of a resource and return of the security badge to the Contractor, the Contractor will refund the resource the security badge fee.
5. If a security badge becomes disabled, the first badge is replaced at no cost to the resource. If more than one security badge is replaced for the resource, the resource will pay an additional security badge fee for each new security badge.

6. If a resource loses a security badge, the resource is required to pay an additional security badge fee for the replacement security badge.

a. RPC Building Procedures
   Security badges will be produced for each resource on the first day of employment with DOR at the RPC or MCSD. The cost of the security badge will be deducted from the resource's first paycheck.

b. IGC Building Procedures
   The resource will complete the necessary paperwork and be accompanied to the proper location in the IGC complex to obtain the required security badge. The cost of the security badge will be deducted from the resource's first paycheck.

c. District Office Locations
   The district offices do not require security badges at this time.

d. Tax Clearances
   The DOR will confirm that the resource is current in paying the previous seven (7) years of Indiana state taxes.

   If a resource fails to pass the tax clearance, the resource is rejected from consideration for employment with DOR.

   DOR may conduct annual tax clearances on all Short Term Temporary Recall resources and Long Term Temporary resources.

Contractor's Responsibilities
1. The background checks and pre-screening requirements will be completed after the resource has been accepted by DOR and will be performed at no cost to DOR.

2. The Contractor will ensure that all background checks and pre-screening tests are completed prior to the resource commencing work at DOR.

3. The Contractor will obtain a completed Release of Information form from each resource. The Release of Information form must be submitted to DOR for the purpose of the tax clearance checks.

4. DOR is to be notified of any negative history and will determine if the resource will pass or fail the background check. This notification is to be directed to the Human Resource (HR) Director or his designee.

5. All background checks, pre-screening tests and Release of Information forms will be maintained by the Contractor for a minimum of one (1) year after the resource is employed by DOR or until the resource is released from employment at DOR, whichever is longer. These documents are subject to audit by DOR.

6. The Contractor will be responsible for collecting the security badge fee from each resource upon employment with DOR.

7. The Contractor will be responsible for refunding the security badge fee to the resource, upon receipt of the security badge, at the time of termination of employment with DOR.
DOR Responsibilities

1. DOR will perform all tax clearances on each resource offered to DOR for employment after the resource has cleared all background checks and pre-screening requirements.
2. DOR will review all negative history from the background check and determine if the resource will pass or fail the background check.
3. DOR will notify the Contractor as soon as possible, that a resource has not passed the background check and/or the tax clearance requirement in order that additional resources can be offered.

4. Minimum Benefits
All temporary resources currently employed by DOR and transitioned to the Contractor, are to be provided the minimum benefits provided by the previous State QPA vendors.

5. On-Site Manager Requirements
An On-Site Manager will be provided by the Contractor for the DOR Returns Processing Center (PRC) located at 5150 Decatur Blvd., Indianapolis In. The On-Site Manager will act as a liaison between the resources, the Contractor and DOR personnel at the RPC location.

Contractor’s Responsibilities
On-Site Manager Responsibilities:
1. The On-site Manager will be present at the RPC facility long enough to allow sufficient time to service both the DOR and the temporary resources. The On-site Manager must be present every day on Monday through Friday.
2. The On-site Manager will conduct all orientation and training sessions for all resources employed at the RPC and the MCSD.
3. The On-Site Manager will be available for resource questions, distribution of paychecks, dispute settlements, and termination procedures.
4. The On-site Manager will collect all paper time sheets and forward these time sheets to the appropriate Vendors for entry into the dotStaff™ computer system for time keeping purposes.
5. A phone number is to be provided by the Contractor, so that at any time the On-Site Manager is not present at the RPC facility, the resource can discuss any concerns with the Contractor.

DOR Responsibilities
1. DOR - RPC will provide an area for the On-site Manager in which to work. This site will have internet and telephone access.
2. RPC will provide training packets for the resource orientation and training procedures that pertain to the RPC resources. MCSD will provide training packets for the resource orientation and training procedures that pertain to the MCSD resources.
6. Training and Orientation
Each resource that is placed with DOR is to receive training and orientation. The training and orientation sessions will be conducted in one of the following manners:

On-Site Training or Orientation
Sites are: Returns Processing Center and Indiana Government Center.

a. Resources working at the RPC will attend orientation and training sessions at the RPC facility.

b. Training for Data Input Operators only will be conducted at the RPC and will be conducted during the 8:00 AM to 4:30 PM shift for the first two (2) days of employment. The two day training will be conducted by DOR. After training has been completed, the Data Input Operator resource will be moved to the designated shift for which the resource is to be placed.

b. Resources working at the Motor Carrier Services Division will attend training and orientation sessions at the RPC facility.

c. Resources working at the IGC will be informed of the location of their orientation and training sites.

Web Based Training and Orientation
For those resources located in the district offices, training and orientation will be provided via the Contractor's web based application.

Contractor's Responsibilities
1. The Contractor will determine the DOR orientation and training requirements with the appropriate DOR personnel.
2. The Contractor will validate, with the resource, that the resource pay is compliant with DOR pay rate guidelines.
3. Orientation and training outlines will be developed by the Contractor to ensure that all orientation and training requirements are met. The DOR orientation and training requirement outline will be presented to DOR for approval prior to implementation.
4. The Contractor will develop a Web based orientation–training program for DOR. The Web based training application will be presented to DOR for approval prior to implementation.
5. The Contractor will provide training for all DOR supervisors who will be supervising the Contractor's resources. This training will train the DOR supervisors on the use of the dotStaff™ computer system that is used to enter and approve the resource’s work hours each week.
6. This training must be available for on-site training at the RPC, IGCN and via the Web for all district office managers.
7. DOR requires verification that all resources sign the DOR Confidentiality Statement. A list of the resource’s names are to be presented to DOR to confirm the resource has read and signed the DOR Confidentiality Statement. The DOR Confidentiality Statement will be maintained by the Contractor for one (1) year after the resource leave DOR service.
DOR’s Responsibilities

1. DOR RPC will provide the orientation material packets to the Contractor. These orientation materials will be used to conduct the orientation of all employees placed at the RPC. DOR Motor Carrier Services Division will provide the orientation material packets to the Contractor for those resources placed at the MCSD.

2. Orientation materials for resources located at the IGC and the district offices will be provided electronically by the DOR HR division.

3. If any materials contained in the orientation material packets change or become obsolete, DOR will ensure that revised or new materials are provided to the Contractor in a timely manner to ensure correct materials are provided to the temporary resources.

4. DOR will ensure that all DOR supervisors supervising the Contractor’s resources will be available for training of the dotStaff™ computer system for the approval of hours worked by each resource under their supervision.

7. Pay Status
   The following resources will be paid at the following rates:

<table>
<thead>
<tr>
<th>Vendor Hourly Bill Rate</th>
<th>Vendor Hourly Payroll Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Short Term Temporary Resource</td>
<td>Long Term Temporary Resource</td>
</tr>
<tr>
<td>Temporary to Hire Resource</td>
<td>Short Term Temporary Recall</td>
</tr>
</tbody>
</table>

   If a resource is a “new hire”, the resource will be paid at the Vendor Hourly Bill Rate for the first six (6) months of service and then transitioned to the Vendor Hourly Payroll Rate on the six month anniversary date.

   If a resource is a “new hire” and is “recruited” by DOR, the resource will be paid at the Vendor Hourly Payroll Rate.

   DOR has provided a list of positions and the minimum hourly pay rate for each position. This list is attached to the SLA as the DOR specific Rate Card Schedule.

DOR Rate Differentials
DOR will pay rate differentials only after pre-approval from the DOR Chief Financial officer (CFO) or designee.

a. Overtime Pay Premium Rate Differentials
   Overtime Pay Premium Rate differential will be paid only after the Contractor has received a memorandum from the DOR CFO or designee stating the following:
   1. Resource’s name, position title, vendor hourly pay rate, and DOR department code number.
   2. Inclusive dates and time period of over time shift.
   3. Number of hours approved for the resource to work overtime.

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Overtime Pay Premium rate is of 1.4 times the Vendor Hourly Pay Rate for all overtime work performed by the resource.
Overtime pay premium rate differentials will only be paid if the resource has worked a minimum of forty (40) hours per week.

b. Shift Pay Premium Rate Differentials
DOR will pay the shift pay premium rate differential fee for the evening or night shifts differentials only after pre-approval from the DOR Chief Financial officer (CFO) or designee.

c. Holiday or Weekend Pay Premium Rate Differentials
DOR will not pay the holiday or weekend pay premium rate differential fee.

8. Time Sheet Procedures– Invoices
Time sheet procedures must be established to ensure that DOR resources who do not have computer access will have their payable hours recorded in a correct and timely manner to ensure timely payment.

a. Resources located at the RPC do not have computer access, thus paper time sheets will be used to document their payable hours.
b. Paper time sheets will be placed in appropriate departments within the RPC building. Each department will be identified by a unique department code number for reference purposes.
c. Each DOR supervisor will ensure that each resource completes the daily time sheet information as instructed in the orientation training session.
d. At the end of the work week, the DOR supervisor will review the paper time sheet and verify each resource’s work record for the work week.
e. After verification, the DOR supervisor will transmit the paper time sheet to the Contractor.
f. The Contractor will enter the paper time sheet information in to the Contractor’s dotStaff™ computer system.
g. The DOR supervisor will enter the dotStaff™ computer system and verify all resource’s work hours and the total number hours worked.

This verification of the dotStaff™ computer information must be done prior to Tuesday at 4:00 PM. Any work hours not verified by this time, will not appear on the current weekly pay check, but will appear on the next week’s pay check.

Contractor’s Responsibilities
1. The Contractor will provide access to the dotStaff™ computer system for all DOR supervisors.
2. The Contractor will provide training in the use of the dotStaff™ computer system for all DOR supervisors.
3. The Contractor will provide training in the use to the dotStaff™ computer system to all DOR resources who do have computer access.
4. The Contractor will provide DOR with weekly invoices documenting the following:
I. resource's name,
2. resource's position title,
3. resource's total work hours,
4. resource's department code number,
5. resource's DOR Supervisor's Name

5. The Contractor will provide weekly payment invoices to DOR at:
   Department of Revenue
   Finance Division MS 103
   100 N Senate Ave 1GCN 248
   Indianapolis In 46241
   caltherr@dor.in.gov
   317-232-2170
   Fax: 317-233-8650

DOR's Responsibilities
1. DOR will ensure that all DOR supervisors are available for dotStaff™ computer system training at a pre-determined time.
2. DOR will ensure that all resources who have computer access are available for dotStaff™ computer system training at a pre-determined time.
3. DOR will ensure that all supervisors verify all resources hours worked.

9. Resource Advancement Procedures
Under certain circumstances, DOR will want to advance or promote a resource from one position to another.

Data Input Operator Advancement/Demotion Procedure
Data input operators will be evaluated on a monthly basis and their production will be rated to determine if an advancement or reduction in pay is warranted per the DOR Specific Rate Card Schedule attached to this SLA.

DOR has two (2) methods of measuring the data input operator's production and the correctness of that production. The first measurement is the industry standard of the number of keystrokes per hour (KS). The second measurement is "forms per hour" (FPH) and has been developed specifically by and for DOR. The FPH measurement became effective January 1, 2010.

FPH is defined by the following formula:

\[
\text{Number of Forms Keyed per Function-Standardized} \div \text{Number of Hours of Machine Time}
\]

Functions are standardized by default data entry, data entry, rekeying and W-2/Wh-3 forms.

Current Data Input Operators
The first of February, 2010 all current data input operators will be evaluated and their KS/FPH rate will be determined. At the end of February, 2010, all current data input operators will be
evaluated; if their KS/FPH rate is below the minimum KS/FPH that corresponds to their Pay Rate, the resource will be demoted to the next pay rate category which corresponds to their KS/FPH rate.

If the FPH rate is above the maximum KS/FPH rate that corresponds to their Pay Rate, the resource will be promoted to the next pay rate category which corresponds to their KS/FPH rate.

**New Data Input Operators**
Newly hired data input operators will be allowed a thirty (30) day trial period during which time the KS/FPH rate for the resource will be established. At the end of the next calendar month, the KS/FPH rate will be evaluated and the resource can either be promoted or demoted per the guidelines noted above.

If a resource does not maintain the minimum KS/FPH production rate, the resource may be subject to dismissal.

**Other Resource Positions**
The advancement of other resource positions will be initiated by DOR in the form of a written Change Request which must be pre-approved by the DOR CFO and/or HR Director. The approved written Change Request will be forwarded to the Contractor for processing.

**Contractor’s Responsibilities**
1. Upon receipt of a written Change Request from DOR, the Contractor shall process a Change Request for the resource.
2. The Change Request will become effective at the beginning of the next pay period or the effective date specified by DOR in the Change Request.
3. The Contractor will acknowledge to DOR, by written communication, the following:
   a. the Change Request has been received and processed,
   b. state the effective date of the change will occur,
   c. state the resource’s name, new position title, new vendor hourly pay rate, new vendor hourly bill rate, and the new DOR department code number.
4. The Contractor will inform the resource vendor:
   a. of the advancement and the advancement effective date,
   b. the new hourly pay rate,
   c. the new position title,
   d. the name of the resource’s new supervisor, if applicable.

**DOR’s Responsibilities**
1. DOR will provide a written Change Request to the Contractor.
2. DOR will attach the CFO/HR Director’s written approval of the advancement.
3. The Change Request shall contain the following:
   a. the date the Change Order is to become effective,
   b. state the resource’s name, current position title, current vendor hourly pay rate, current vendor hourly bill rate, and the current DOR department code number.
   c. state the resource’s name, new position title, new vendor hourly pay rate, new vendor hourly bill rate, and the new DOR department code number.
10. **Reports**
DOR requires reports from the Contractor which document the expenses associated with temporary resource employment.

Reports are to document the following:
  a. resource's name
  b. resource's position title
  c. resource's department code number
  d. resource's hire date
  e. resource's supervisor name

The reports are to be developed in such a way as to enable DOR to request statistics within the following parameters on a cumulative weekly/monthly or annual basis:
  a. resource spend by position title
  b. resource spend by department code number
  c. resource spend by department supervisor's name
  d. resource hire date
  e. resource spend by total number of resources
  f. resource spend by Encompass fund, account, program, department code number
  g. resource spend by resource name
  h. resource spend by vendor hourly bill rate
  i. long term temporary resource positions
  j. short term temporary resource positions
  k. short term temporary recall resource positions
  l. temporary to hire resource positions

**Contractor's Responsibilities**
1. The Contractor will develop the reports requested by DOR
2. The Contractor will test and obtain DOR approval of all requested reports prior to implementation.
3. The Contractor will make the reports available to DOR for review and/or print production upon request from DOR.
4. The Contractor will develop additional reports for DOR upon request.
5. The Contractor will provide training to DOR employees to enable the employees to access and produce the requested reports.

**DOR's Responsibilities**
1. DOR will provide a DOR employee to work with the Contractor in the development, testing and production of all requested reports.
2. DOR will determine the DOR employees who are to be trained in requesting reports and make these employees available for report training at a pre-determined time and place.
11. Termination Procedures
Termination of resources will occur during the contract period. DOR must have the capability of terminating a resource immediately or at a pre-determined future time. The following procedures have been established.

Immediate Termination
a. DOR will contact and orally inform the On-site manager of the impending immediate termination of a resource.
b. If the On-site manager is present at the RPC facility, the On-site manager will be present at and conduct the immediate termination meeting with the resource.
c. If the On-site manager is not present at the DOR facility, the DOR Deputy Director and/or her designee will conduct the immediate termination meeting with the resource.
d. DOR reserves the right to have the on-site security guard present at all termination meetings.
e. After the immediate termination meeting has been conducted and the resource has been escorted off the DOR premises, the DOR supervisor will prepare the written Termination Request and forward it to the On-site manager.

Pre-Determined Future Time Termination
a. Upon receipt of a written Termination Request from the DOR supervisor, the Contractor shall process the Termination Request immediately.
b. The Termination Request will become effective on the date and time specified by the DOR supervisor in the Termination Request.
c. The Contractor will ensure the On-site manager will be present at and will conduct the termination meeting with the resource.
d. The Contractor will acknowledge to the DOR supervisor, by written communication, as soon as possible, the following:
   1. the Termination Request has been received,
   2. state the date and time of the termination meeting,
   3. contact the resource and inform the resource of the time and place of the termination meeting,
   4. contact the DOR supervisor and inform the DOR supervisor of the date, time and place of the termination meeting,
   5. state the resource’s name, position title, vendor hourly bill rate, the DOR department code number, and the effective date of the termination.

Contractor's Responsibilities
1. The Contractor will commence immediate action upon oral or written notification of a Termination Request.
2. The Contractor will conduct all termination meetings with the resource if present at the RPC when the termination meeting is to be held.
3. The Contractor will process the appropriate documents to terminate the resource on the effective date in the dotStaff™ computer system.
4. The Contractor will obtain the security badge from the terminated resource and refund the security badge fee to the resource.
DOR's Responsibilities

1. DOR will provide an oral or written Termination Request to the Contractor.

2. The Termination Request shall contain the following:
   a. state the resource's name, current position title, current vendor hourly bill rate, and the current DOR department code number.
   b. state the effective date and time of the termination,
   c. state the reason for termination.

3. The DOR supervisor, and any other DOR personnel deemed necessary, will be available and present at the termination meeting.

GuideSoft, Inc.

[Signature]

[Printed Name, Title]
Date: [Date]

Department of Revenue

[Signature]

John Eckart, Commissioner

[Printed Name, Title]
Date: 3-24-10
| Accountant 1 | 2RA1 | $27.69 | $36.00 |
| Accountant 2 | 2RA2 | $22.31 | $29.00 |
| Accountant 3 | 2RA3 | $18.46 | $24.00 |
| Accountant 4 | 2RA4 | $13.85 | $18.00 |
| Accountant 5 | 2RA5 | $13.08 | $17.00 |
| Temporary, Account Clerk | 3JA2 | $10.75 | $13.00 |
| Temporary, Account Clerk 3 | 3JA3 | $10.00 | $13.00 |
| Temporary, Account Clerk 4 (Law Vol/Fms. Ord-DOR) | 3JA4 | $9.17 | $11.80 |
| Temporary, Administrative Assistant 3, Professional | 2WN3 | $12.00 | $15.50 |
| Temporary, Administrative Assistant 4, Professional | 2WN4 | $10.25 | $13.20 |
| Temporary, Administrative Assistant 5, Professional | 2WN5 | $10.00 | $12.90 |
| Temporary, Clerical Assistant 3 - DOR specific | 3KS3 | $10.00 | $12.90 |
| Temporary, Clerical Assistant 3 | 3LD3 | $10.53 | $13.60 |
| Temporary, Clerical Assistant 4 - forms ordering-dor | 3LD4 | $8.50 | $11.00 |
| Temporary, Clerical Assistant 5 | 3LD5 | $8.00 | $10.30 |
| Data Input Operator 2, Clerical, 8,500-9,499 keystrokes (A) | 3QB4 | $8.75 | $11.30 |
| Data Input Operator 2, Clerical, 100 - 114 forms per hour (A) | 3QB4 | $8.75 | $11.30 |
| Data Input Operator 2, Clerical, 115 - 129 forms per hour (B) | 3QB4 | $9.75 | $12.60 |
| Data Input Operator 2, Clerical, 9,500 - 10,499 keystrokes (B) | 3QB4 | $9.75 | $12.60 |
| Data Input Operator 2, Clerical, 10,500-11,499 keystrokes (D) | 3QB4 | $10.25 | $13.20 |
| Data Input Operator 2, Clerical, 130 - 144 forms per hour (D) | 3QB4 | $10.25 | $13.20 |
| Data Input Operator 2, Clerical, 11,500-12,499 keystrokes (F) | 3QB4 | $10.75 | $13.90 |
| Data Input Operator 2, Clerical, 145 - 159 forms per hour (F) | 3QB4 | $10.75 | $13.90 |
| Data Input Operator 2, Clerical, 12,500-13,499 keystrokes (H) | 3QB4 | $11.25 | $14.50 |
| Data Input Operator 2, Clerical, 160 - 174 forms per hour (H) | 3QB4 | $11.25 | $14.50 |
| Data Input Operator 2, Clerical, 13,500-14,499 keystrokes (J) | 3QB4 | $11.75 | $15.20 |
| Data Input Operator 2, Clerical, 175 - 189 forms per hour (J) | 3QB4 | $11.75 | $15.20 |
| Data Input Operator 2, Clerical, 14,500-15,499 keystrokes (N) | 3QB4 | $12.50 | $16.10 |
| Data Input Operator 2, Clerical, 190 - 204 forms per hour (N) | 3QB4 | $12.50 | $16.10 |
| Data Input Operator 2, Clerical, 15,500 - 16,499 keystrokes (Q) | 3QB4 | $13.25 | $17.10 |
| Data Input Operator 2, Clerical, 205 - 219 forms per hour (Q) | 3QB4 | $13.25 | $17.10 |
| Data Input Operator 2, Clerical, 16,500-17,499 keystrokes (R) | 3QB4 | $14.00 | $18.10 |
| Data Input Operator 2, Clerical, 220 - 234 forms per hour (R) | 3QB4 | $14.00 | $18.10 |
| Data Input Operator 2, Clerical, 17,500-18,499 keystrokes (S) | 3QB4 | $14.75 | $19.00 |
| Data Input Operator 2, Clerical, 235 - 249 forms per hour (S) | 3QB4 | $14.75 | $19.00 |
| Data Input Operator 2, Clerical, 18,500 and up keystrokes (U) | 3QB4 | $15.75 | $20.30 |
| Data Input Operator 2, Clerical, 250 forms per hour and up (U) | 3QB4 | $15.75 | $20.30 |
| Temporary, Data Input Operator 2, Clerical | 3QB4 | $8.75 | $11.30 |
| Temporary, Data Input Operator 3, Clerical | 3QB4 | $8.50 | $11.00 |
| Temporary, Data Input Operator 4, Clerical | 3QB4 | $8.00 | $10.30 |
| Temporary, GenCOMOT 2, Clerical | 3MB2 | $8.50 | $11.00 |
| Temporary, GenCOMOT 3, Clerical | 3MB3 | $8.25 | $10.60 |
| Temporary, GenCOMOT 4, Clerical (mailopening-dor) | 3MB4 | $8.00 | $10.30 |
| Temporary, Customer Support 1 - DOR | 1KS1 | $9.50 | $12.30 |
| Temporary, Switchboard Operator | 1KS1 | $8.80 | $11.10 |
| Temporary, Legal Assistant 5, Professional | 1VA5 | $11.33 | $14.80 |
| Temporary, Tax Analyst 4, Professional | 2RW4 | $12.50 | $15.70 |
| Temporary, Tax Analyst 5, Professional | 2RW5 | $11.50 | $14.30 |
| Temporary, Tax Analyst 6, Professional - DOR specific | 2WE6 | $10.53 | $13.60 |
| Temporary, Tax Analyst Supervisor 6, Professional | 7RW6 | $13.75 | $17.70 |
| Temporary, Word Processor 2, Clerical | 3QB4 | $9.50 | $12.30 |
| Temporary, Word Processor 3, Clerical | 3QB4 | $9.25 | $11.90 |
| Temporary, Word Processor 4, Clerical | 3QB4 | $9.00 | $11.60 |
| Temporary, Warehouse Clerk | 3PA2 | $8.50 | $11.00 |

DOR Signature: [Signature]

Date: 3-24-10

Guidesoft Inc

Date: March 2, 2010
EXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R10/04-06)

Instructions for completing the EDS and the Contract process.
1. Professional/Personal Services __ Contract for procured Services
   Grant __ Maintenance
   Lease __ License Agreement
   Attorney __ Amendment# 3
   MOU __ Renewal #
   X QPA 11230A Other

3. CONTRACTS & LEASES

4. Account Number: 5. Account Name:

6. Total amount this action: $0.00 7. New contract total: $24,000,000.00

9. Revenue generated this action: $0.00 9. Revenue generated total contract: $0.00

10. New total amount for each fiscal year:

Year 2010 $24,000,000.00
Year 2011 $0.00
Year 2012 $0.00
Year 2013

TIME PERIOD COVERED IN THIS EDS

11. From (month, day, year): 8/1/2009
12. To (month, day, year): 8/31/2011

13. Method of source selection:
   Bid/Quotation Emergency Special Procurement
   X RFP/ 8-43 Other Specified

14. Name of agency: 15. Requisition Number:
   Department of Administration

16. Address: IODA, Procurement Division
   402 W WASHINGTON ST RM W468
   INDIANAPOLIS, IN 46204

17. Name: Roxie Coble
   18. Telephone #: 317 234-4251
   E-mail address: rcoble@ioda.in.gov

19. Name: Amey Redding
   21. Telephone #: (317) 234-3542
   E-mail address: aredding@ioda.in.gov

22. Name: GUIDESOFT INC
   23. Telephone #: (317) 806-0599
   Address: 5875 CASTLE CREEK PKWY STE 400
   INDIANAPOLIS, IN 46250

24. Name: dan_nierste@btsstaff.com
   25. Telephone #: (317) 806-0599

26. Primary Vendor: M/WBE
   Minority: Yes X No
   Women: X Yes X No
   X 30. If yes, list the %
   Minority: %
   Women: % 100.0 %

31. Sub Vendor: M/WBE
   Minority: Yes X No
   Women: X Yes X No
   X 32. If yes, list the %
   Minority: %
   Women: %

33. Will the attached document include data processing or telecommunications system(s)? X Yes: IOT or Delegate has signed off on contract

36. Statutory Authority (if applicable: Indiana or Federal Code):
   IC 5-2-2
   Amendment # 3
   This amendment attaches the agreed upon term of called Selective Resource Program, the formula to determine the bill rate and strikes 17. Employment option as written in the contract to restate the boilerplate language for 17. Employment option

38. Justification of vendor selection and determination of price reasonableness:
   Contractor determined through the response to RFP 8-43 that they are capable of providing the MSP solution. The contractor submitted a revised offer which included a 5.9% percentage that was not provided by vendor. MBE commitment is 12%; WBE commitment is 8%

39. If this contract is submitted late, please explain why: (Required if more than 30 days late.)

RECEIVED

FEB 15 2011

OAG-ADVISORY

40. Agency fiscal officer or representative approval
41. Date Approved 1/24/11

42. Budget agency approval
43. Date Approved 2/14/11

44. Attorney General's Office approval
45. Date Approved 2/16/11

46. Agency representative receiving copy from AG
47. Date Approved 2/14/11

42247-003
Amendment # 3
QPA # 11230A

This is an Amendment to the contract entered into by and between the Indiana Department of Administration on behalf of All State Agencies (hereinafter referred to as “State”) and GuideSoft, Inc. dba Knowledge Services (hereinafter referred to as "Contractor") dated September 9, 2009. In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree to amend the existing contract as follows:

Recitals

Section 1 [Duties of the Contractor] is amended to include the following services:

1. Duties of Contractor.

U. As part of the Vendor Management System, the Contractor shall provide services subject to approval by the State through the Selected Resource Program ("SRP"). The Contractor shall provide any of its own employees as resources to the state and assign or place said resource to any state facility subject to approval by the state if determined by the State to be in the State’s best interest.

1). Mark up rate shall be 12.7%.

2). To receive such reimbursement for providing services via the SRP, the Contractor shall invoice the State an Hourly Bill Rate ("HBR") as defined in the formula below which will prevent any contractor markup on Statutory Costs

("LPR") = Loaded Pay Rate = Base Pay + Benefits.
("MUR") = Mark Up Rate of 12.7% which is to be added to the Loaded pay rate of the resource
("SC") = Statutory cost = FICA, Medicare, SUTA, FUTA and Workers Compensation Insurance.

("HBR") = [(LPR X MUR) + (LPR)] + (SC)

Sample Calculation where LPR = $10.00 MUR = 12.7% and SC = $1.01
("HBR") = [(LPR X MUR) + (LPR)] + (SC)
("HBR") = [($10.00 X 12.7%) + ($10.00)] + ($1.01)
("HBR") = [($1.27 + $10.00)] + ($1.01)
("HBR") = [$11.27] + ($1.01)
("HBR") = $12.28

M/WBE commitments outlined in Section 28 below shall exclude such reimbursement payments.
3.) In the event that prescreening is necessary as determined by the receiving state agency, to the placement or assignment of a resource under this paragraph, Contractor shall bear the cost associated with the prescreening process.

17. Employment Option: shall be stricken as written in the contract and replaced in its entirety as the following:

If the State determines that it would be in its best interest to hire an employee of the Contractor after the designated period in Exhibit A, the Contractor will release the selected employee from any non compete agreements that may be in effect. This release will be at no cost to the State or employee.

If the State determines that it would be in its best interest to hire an employee of the Contractor before the designated period in Exhibit A, the State will negotiate a conversion fee with the contractor or applicable supplier vendor, which shall not exceed the maximum rates detailed in Exhibit A.

Total amount of this action is zero dollars and zero cents ($0.00). Total remuneration of this contract is not to exceed twenty four million dollars and zero cents ($24,000,000.00).

All other matters previously agreed to and set forth in the original agreement and not affected by this Amendment shall remain in full force and effect.
Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that he/she is the contracting party, or that he/she is the representative, agent, member or officer of the contracting party, that he/she has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of the agreement.

In Witness Whereof, Contractor and the State of Indiana have, through duly authorized representatives, entered into this agreement. The parties having read and understand the foregoing terms of the contract do by their respective signatures dated below hereby agree to the terms thereof.

Contractor:

Signature: [Signature]
Printed Name: Dan Nierste
Title: EVP
Date: 1/12/2011

(Where Applicable)

Attested By: Katie Belanger
Title: Corporate Counsel
Date: 1/12/2011

State of Indiana Agency:

Signature: [Signature]
Printed Name: Mike Williams
Title: Director
Date: 1/12/2011

Indiana Office of Technology
Brian Arrowood
Chief Information Officer
Date: 28-Jan-2011

Department of Administration
Robert D. Wynkoop
Commissioner
Date: 1/20/11

State Budget Agency
Adam Horst
Director
Date: 2/14/11

Office of the Attorney General
Gregory F. Zoeller
Attorney General
Date: 2/15/11
**EXECUTIVE DOCUMENT SUMMARY**

State Form 41221 (R104-06)

Instructions for completing the EDS and the Contract process:
1. Please read the guidelines on the back of this form.
2. Please type all information.
3. Check all boxes that apply.
4. For amendments/renewals, attach original contract.
5. Attach additional pages if necessary.

<table>
<thead>
<tr>
<th>1. EDS Number:</th>
<th>2. Date prepared:</th>
</tr>
</thead>
<tbody>
<tr>
<td>D20-9-4612-11230</td>
<td>2/24/2011</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>3. CONTRACTS &amp; LEASES</th>
</tr>
</thead>
<tbody>
<tr>
<td>X Professional/Personal Services</td>
</tr>
<tr>
<td>— Grant</td>
</tr>
<tr>
<td>— Lease</td>
</tr>
<tr>
<td>— Attorney</td>
</tr>
<tr>
<td>MOU</td>
</tr>
<tr>
<td>QPA</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>4. Account Number:</th>
<th>5. Account Name:</th>
</tr>
</thead>
</table>

<table>
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<tr>
<th>6. Total amount this action:</th>
<th>7. New contract total:</th>
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</thead>
<tbody>
<tr>
<td>$2,500,000.00</td>
<td>$2,500,000.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>8. Revenue generated this action:</th>
<th>9. Revenue generated total contract:</th>
</tr>
</thead>
<tbody>
<tr>
<td>$0.00</td>
<td>$0.00</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>10. New total amount for each fiscal year:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Year 2010</td>
</tr>
<tr>
<td>Year 2011</td>
</tr>
<tr>
<td>Year 2012</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>TIME PERIOD COVERED IN THIS EDS</th>
</tr>
</thead>
<tbody>
<tr>
<td>11. From (month, day, year):</td>
</tr>
<tr>
<td>9/12/2009</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>13. Method of source selection:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid/Quotation</td>
</tr>
<tr>
<td>X RFP 8-43</td>
</tr>
<tr>
<td>Negotiated</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>35. Will the attached document involve data processing or telecommunications system(s)?</th>
</tr>
</thead>
<tbody>
<tr>
<td>X Yes: ICT or Delegate has signed off on contract</td>
</tr>
</tbody>
</table>

**AGENCY INFORMATION**

<table>
<thead>
<tr>
<th>14. Name of agency:</th>
<th>15. Requisition Number:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Department of Administration</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>16. Address:</th>
</tr>
</thead>
<tbody>
<tr>
<td>IDOA, Procurement Division</td>
</tr>
<tr>
<td>402 W WASHINGTON ST RM W468</td>
</tr>
<tr>
<td>INDIANAPOLIS, IN 46204</td>
</tr>
</tbody>
</table>

**AGENCY CONTACT INFORMATION**

<table>
<thead>
<tr>
<th>17. Name:</th>
<th>18. Telephone #:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roxie Coble</td>
<td>317 234-4251</td>
</tr>
<tr>
<td>Email address:</td>
<td><a href="mailto:rcoble@idoa.in.gov">rcoble@idoa.in.gov</a></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>20. Name:</th>
<th>21. Telephone #:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amey Redding</td>
<td>(317) 234-3542</td>
</tr>
<tr>
<td>Email address:</td>
<td><a href="mailto:aredding@idoa.in.gov">aredding@idoa.in.gov</a></td>
</tr>
</tbody>
</table>

**VENDOR INFORMATION**

<table>
<thead>
<tr>
<th>23. Vendor ID #:</th>
<th>24. Name:</th>
</tr>
</thead>
<tbody>
<tr>
<td>0000054131</td>
<td>GUIDESOFT INC</td>
</tr>
<tr>
<td>25. Telephone #:</td>
<td>(317) 806-6109</td>
</tr>
<tr>
<td>Address:</td>
<td>5875 CASTLE CREEK PKWY STE 400</td>
</tr>
<tr>
<td>INDIANAPOLIS, IN 46250</td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>27. Email address:</th>
<th>28. Is the vendor registered with the Secretary of State? (Out of State Corporations, must be registered)</th>
</tr>
</thead>
<tbody>
<tr>
<td><a href="mailto:dan_nierste@dotstaff.com">dan_nierste@dotstaff.com</a></td>
<td>X Yes No</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>29. Primary Vendor: M/WBE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minority:</td>
</tr>
<tr>
<td>Women:</td>
</tr>
<tr>
<td>30. If yes, list the %:</td>
</tr>
<tr>
<td>Minority:</td>
</tr>
<tr>
<td>Women:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>31. Sub Vendor: M/WBE</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minority:</td>
</tr>
<tr>
<td>Women:</td>
</tr>
<tr>
<td>32. If yes, list the %:</td>
</tr>
<tr>
<td>Minority:</td>
</tr>
<tr>
<td>Women:</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>33. Is there a Renewal Language in the document?:</th>
</tr>
</thead>
<tbody>
<tr>
<td>X Yes</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>34. Is there a &quot;Termination for Convenience&quot; clause in the document?:</th>
</tr>
</thead>
<tbody>
<tr>
<td>X Yes</td>
</tr>
</tbody>
</table>

**36. Statutory Authority (Select applicable Indiana or Federal Code):**

IC 5-22

**37. Description of work and justification for spending money: (Please give a brief description of the scope of work included in this agreement):**

Amendment # 4

This amendment attaches an agreed upon Statement of Work established between the Contractor and Family and Social Services Administration, Division of Family Resources.

**38. Justification of vendor selection and determination of price reasonableness:**

Contractor demonstrated through their response to RFP 8-43 that they are capable of providing such MSP solution. The contract was awarded to the most responsible offeror but the percentage was not provided by vendor. MBE commitment is 8%; WBE commitment is 8%.

**39. If this contract is submitted late, please explain why: (Required if more than 30 days late):**

**RECEIVED**

MAR 04 2011

MAR 08 2011

OAG ADVISORY

42247-004
Contract Amendment # 4
QPA # 11230A

This is an Amendment to the Contract entered into by and between Indiana Department of Administration (hereinafter referred to as “State”) and GuideSoft, Inc. dba Knowledge Services (hereinafter referred to as “Contractor”) dated September 9, 2009. In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree to amend the existing contract as follows:

WHEREAS, Contractor and Family Social Services Administration, Division of Family Resources, (hereinafter referred to as “FSSA, DFR”) have agreed upon a Statement of Work (SOW)

Section 1 Duties of the Contractor is amended for the purposes of this SOW only to strike 1. U.1 and 1.U.2 to be replaced with:

1.U. As part of the Vendor Management System, the Contractor shall provide services subject to approval by the State through the Selected Resource Program (“SRP”). The Contractor shall provide any of its own employees as resources to the state and assign or place said resource to any state facility subject to approval by the state if determined by the State to be in the State’s best interest.

V. The Contractor shall abide by the requirements defined in the Statement of Work relative to this Contract and as further detailed in Exhibit E.

Section 3. Term is amended for the purposes of this SOW to strike the original language and shall be replaced with:

This Statement of Work shall meet the terms outlined in QPA # 11230A including in the event QPA # 11230A expires prior to this SOW expiration of December 31, 2016.

Total amount of this action is zero dollars and zero cents ($0.00) Total remuneration of this contract is not to exceed twenty four million dollars and zero cents ($24,000,000.00).

All other matters previously agreed to and set forth in the original agreement and not affected by this Amendment shall remain in full force and effect.

Non-Collusion and Acceptance
The undersigned attests, subject to the penalties for perjury, that he/she is the contracting party, or that he/she is the representative, agent, member or officer of the contracting party, that he/she has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him/her, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of the agreement.
In Witness Whereof, Contractor and the State of Indiana have, through duly authorized representatives, entered into this agreement. The parties having read and understand the foregoing terms of the contract do by their respective signatures dated below hereby agree to the terms thereof.

**Contractor:**
Signature: [Signature]
Printed Name: Julianne M. Bie easdzi
Title: [Title]
Date: [Date]

**Indiana Office of Technology**

Brian Arrowood
Chief Information Officer
Date: [Date]

**State of Indiana Agency**
Signature: [Signature]
Printed Name: [Printed Name]
Title: [Title]
Date: [Date]

**Department of Administration**
Signature: [Signature]
Printed Name: [Printed Name]
Title: [Title]
Date: [Date]

**Office of the Attorney General**
Signature: [Signature]
Printed Name: [Printed Name]
Title: [Title]
Date: [Date]
Exhibit E

STATEMENT OF WORK ADDENDUM TO THE
PROFESSIONAL SERVICES CONTRACT
FOR MANAGED SERVICE PROVIDER SERVICES.

This Statement of Work ("SOW") to the Professional Services Contract for Managed Service Provider Services defines the requirements of Family Social Services Administration, Division of Family Resources (known as “DFR” in this SOW) of GuideSoft, Inc. dba Knowledge Services (known as “Contractor” in this SOW) to provide resources under the Selected Resource Program as outlined in Quantity Purchase Agreement ("QPA") number 11230A, Amendment 3.

1. Consideration:

The Contractor shall invoice DFR an hourly rate for services rendered and shall incorporate a maximum 2.5% rate increase for SOW years three (3) through seven (7) to account for cost of living increases based on the following price structure for each Eligibility Assistant.

<table>
<thead>
<tr>
<th>Year 1</th>
<th>Year 2</th>
<th>Year 3</th>
<th>Year 4</th>
<th>Year 5</th>
<th>Year 6</th>
<th>Year 7</th>
</tr>
</thead>
<tbody>
<tr>
<td>2/1/11 -</td>
<td>7/1/11 -</td>
<td>7/1/12 -</td>
<td>7/1/13 -</td>
<td>7/1/14 -</td>
<td>7/1/15 -</td>
<td>7/1/16 -</td>
</tr>
<tr>
<td>6/30/11</td>
<td>6/30/12</td>
<td>6/30/13</td>
<td>6/30/14</td>
<td>6/30/15</td>
<td>6/30/16</td>
<td>12/26/16</td>
</tr>
<tr>
<td>$13.95</td>
<td>$13.95</td>
<td>$14.30</td>
<td>$14.66</td>
<td>$15.02</td>
<td>$15.40</td>
<td>$15.78</td>
</tr>
</tbody>
</table>

A. This rate is inclusive of the Retention Bonus of $.25 per hour in addition to the hourly pay rate provided to Each Eligibility Assistant. The Retention Bonus shall be paid to the Eligibility Assistant every six (6) months based upon the total hours worked in that six (6) month period.

B. Paid Time Off (PTO) and Holiday Pay shall be invoiced to DFR as it is utilized by the Eligibility Assistant.

C. Overtime (over 40 hours per week) shall be invoiced at the straight time rate bill rate based on the schedule above

D. Contractor shall use the State of Indiana’s guidelines for travel expenses.

2. Term:

This SOW shall meet the terms outlined in QPA # 11230A including in the event QPA # 11230A expires prior to this SOW expiration of 12/31/2016.
3. **Employer of Record and Single Point of Contact (SPOC)**

A. Contractor shall dedicate an Employee Relations Coordinator as the single point of contact to this SOW. The Employee Relations Coordinator shall proactively communicate and work with all the Regional Offices and Eligibility Assistants.

B. Each Eligibility Assistant shall sign Contractor’s Employee Contract acknowledging acceptance that employment is with the Contractor and not the State of Indiana.

C. Each Eligibility Assistant shall sign an employment agreement indicating that the assignment for DFR is long-term (based upon performance).

D. Each Eligibility Assistant shall participate in the Contractor’s Employee Orientation.

E. Each Eligibility Assistant shall contact the Employee Relations Coordinator to address any questions, including but not limited to, employment, performance, pay, benefits, and expenses.

F. Each Eligibility Assistant shall be contacted monthly, at a minimum, by the Employee Relations Coordinator.

G. Each Eligibility Assistant, on a quarterly basis, shall be invited to participate in a Contractor’s Employee web conference meeting. Each meeting shall last approximately 30 minutes and shall address topics such as employee benefits, program updates, and any issues or challenges specific to the role of Eligibility Assistant with DFR.

4. **Transition Plan for Existing Eligibility Assistant Resources**

A. Contractor shall transition 160 Eligibility Assistants within the 8 Regional DFR offices.

B. Each existing Eligibility Assistant shall be transitioned to the Contractor as a W2 employee.

C. Each existing Eligibility Assistant shall continue making the same hourly pay rate.

D. Contractor shall develop a communication plan for all Regional Offices, Eligibility Assistants, and Vendors of transitioning Eligibility Assistants. This plan shall include printed and e-mail communications, several Webinars and live in-person meetings (to be determined by Region). All communications shall be approved by DFR. Webinars for the Eligibility Assistants shall be scheduled on a regular basis throughout the life of the SOW.

1. As part of the communication plan, Contractor shall give a 30 day transition notice to all Regional Offices, Eligibility Assistants, and Vendors.

2. Contractor shall offer a “buyout” to those vendors whose resources have been on assignment 90 days or less at the time of the transition to the Contractor. The
“buyout” terms shall mirror those in QPA # 11230A Exhibit A, Section 5 Conversion Fees.

3. All existing Eligibility Assistants shall re-apply for their current positions as Contractor employees. In the event DFR would like to replace any existing Eligibility Assistants or in the event an Eligibility Assistant declines Contractor offer to continue the assignment at DFR, Contractor shall replace the Eligibility Assistant immediately.

4. Contractor shall maintain 160 Eligibility Assistants unless DFR requests a quantity adjustment.

5. **Fulfillment**

   A. Eligibility Assistant positions shall be recruited and filled by the Contractor only. Contractor shall not utilize sub-vendors to ensure quality and consistency in the hiring and employment process.

   B. The process shall be as follows:

   1. DFR (or the Regional Office) shall contact the Employee Relations Coordinator and indicate a need.

   2. The Employee Relations Coordinator shall begin the recruiting process with the Contractor’s Recruiting Delivery Team.

   3. All Candidates shall be pre-screened, qualified, and tested by the Contractor.

   4. Qualified Candidate resumes shall be submitted to the designated Manager(s) in the Regional Office for review.

   5. The designated Manager shall inform the Employee Relations Coordinator which Candidate(s) to interview.

   6. The Employee Relations Coordinator shall coordinate the interview process between the Regional Office and the Candidate(s).

   7. The Regional Office shall interview the Candidate(s), provide feedback, and indicate to the Employee Relations Coordinator which Candidate is selected.

   8. The Employee Relations Coordinator shall facilitate the on-boarding process and start date with the Regional Office and the Candidate.

6. **Benefits**

   A. Each Eligibility Assistant shall earn ten (10) Paid Time Off (PTO) days per year and be paid for six (6) holidays.
1. PTO hours shall be earned at an accrual rate based upon every hour worked and can be utilized by the Eligibility Assistants at their discretion with onsite DFR Manager approval.


3. Another option is to replace the paid Holidays with PTO days, which would equal sixteen (16) PTO days per year. The Eligibility Assistants may use PTO at their discretion with onsite DFR Manager approval. In the event and Eligibility Assistant has not accrued enough PTO hours close to a Holiday period, no payment would be received for that Holiday.

B. Each Eligibility Assistant shall have the opportunity to participate in a Limited Medical, Dental, Vision, and Life Plan. A high-level overview of this plan is as follows:

1. No Deductible
2. No Co-insurance
3. No Co-pays on the Medical
4. No Pre-existing Condition Clause
5. Benefits Paid Directly to Provider
6. National Medical PPO Network

C. Each Eligibility Assistant shall have the opportunity to participate in a 401K program.

D. Each Eligibility Assistant shall participate in the Contractor’s Employee Recognition Program (Certificates of Appreciation, Anniversary Cards, Congratulations Notices, Company Meetings, etc.).

7. Conversion

Any Eligibility Assistant shall be eligible to accept a position for DFR or another DFR Vendor with zero dollar and zero cents conversion fee after the fulfillment of 90 days services to DFR through the Contractor.

Contractor: 
Signature: [Signature] 
Printed Name: [Printed Name] 
Title: [Title] 
Date: [Date]

State of Indiana Agency: 
Signature: [Signature] 
Printed Name: [Printed Name] 
Title: [Title] 
Date: [Date]
AMENDMENT # 5
TO THE QUANTITY PURCHASE AWARD AGREEMENT #11230A
FOR MANAGED SERVICE PROVIDER SERVICES

This Amendment #5 modifies the Professional Services Contract (the “Contract”) entered into by and between the Indiana Office of Administration Procurement Division on behalf of all State agencies (the “State”) and GuideSoft, Inc. d/b/a Knowledge Services (the “Contractor”) dated September 8, 2009, and amended February 10, 2010, March 24, 2010, February 15, 2011 and March 10, 2011.

WHEREAS, the State and Contractor wish to extend the term of the contract and make certain amendments to update contract language to meet Federal requirements and effectuate agreement on key contract provisions regarding performance metrics, minority and women owned business updates, and Contractor duties;

NOW THEREFORE, in consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

The parties mutually agree to amend the Contract by adding the following provisions:

No Investment in Iran

As required by IC §5-22-16.5, the Contractor certifies that the Contractor is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC §5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as an imposition of a civil penalty.

Employment Eligibility Verification

The Contractor affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.

The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.

The Contractor shall require his/her/its subcontractors, who perform work under this contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The State may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

Assignment of Antitrust Claims
The Contractor assigns to the State all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

**Cooperative Agreement**

Indiana Code 36-1-7 permits the State of Indiana, including all political subdivisions, state agencies, public instrumentalities, and public corporate bodies to enter into cooperative purchasing agreements with other states, cities, governmental municipalities and quasi-governmental agencies to the extent authorized by the law of such states.

This Agreement is viewed as a cooperative agreement and is available to all states, cities, governmental municipalities and quasi-governmental agencies. The State of Indiana is not responsible for the transactions between the Contractor and other states. All other states using this contract are expected to follow the contractual terms and conditions specified in the agreement, unless otherwise specified in the Participating Addendum between other state(s), cities, governmental municipalities and Corporate Bodies and Politic, or “quasi-governmental agencies,” and Contractor. The Participating Addendum shall incorporate the terms and conditions of this contract, however, Contractor shall not be required to enter into any Participating Addendum.

**American Recovery and Reinvestment Act Funding**

Funds supporting this Grant/Contract/Loan that have been provided through the “American Recovery and Reinvestment Act of 2009” (“ARRA”) are subject to the reporting and operational requirements of ARRA. The State makes no representations/guarantees about funding beyond the grant/contract period when funding occurs with one time dollars from the ARRA. The recipient of these funds is responsible for record keeping and reporting requirements under ARRA. Reports required by Federal agencies and the State of Indiana shall include, but are not limited to, performance indicators of program deliverables, information on costs and progress against timelines. Additionally, each contract and grant subject to ARRA, including subcontractors and subgrantees, is subject to audit by appropriate federal or state entities. Failure to comply with the terms, conditions and requirements of ARRA may result in the recapture of the balance of funds awarded.

The requirements for Exhibit 7 of IRS Publication 1075 are applicable to the Contractor and each subcontractor (defined as Contractor’s vendor) with access to Federal Tax Information (FTI) is incorporated herein by reference as Exhibit G-1 updated with newest “Contract Language for General Services”. The confidentiality statement for initial and annual certification is incorporated herein by reference as Exhibit G-2.

Paragraph 37 [Security and Privacy of Health Information] is hereby amended to include specific provisions when the Contractor or Contractor’s vendor receives protected health information (PHI) or any alcohol and drug abuse records, health records, or mental health records and required criminal and background checks as further detailed and incorporated herein by reference as Exhibit G-3 and Exhibit G-4.

Paragraph 11 [Confidentiality of State Information] is hereby amended to include additional language when Contractor or Contractor’s vendor will be using or receiving data from the State which was made available to the State through a data exchange program with the Social Security Administration (SSA), specifically a person’s social security number, when the Contractor will have access to Federal Tax Information that the State has obtained from the IRS, and when Contractor or Contractor’s vendor will
have access to Federal Tax Information not obtained from the IRS incorporated herein by reference as **Exhibit G-5.**

Paragraph 4 [Access to Records] is hereby amended to include additional language when Federal funds provided by the U.S. Department of Homeland Security, Federal Emergency Management Agency are used, in whole or part, as the source of funding for a project as further detailed and incorporated herein by reference as **Exhibit G-6.**

The following performance metrics are added to **Exhibit B** [Managed Service Provider Service Levels] in the original contract:

<table>
<thead>
<tr>
<th>Performance Metric</th>
<th>MSP Goal</th>
<th>Description</th>
<th>Calculation</th>
<th>Frequency of Review</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minority/Women’s Business Enterprise Outreach</td>
<td>Meet with 50% of M/WBE supplier vendors quarterly</td>
<td>Meet with M/WBE vendors in scheduled, one-on-one sessions to provide education and mentoring on participation in the MSP program</td>
<td>Number of scheduled meetings/number of M/WBE vendors</td>
<td>Quarterly</td>
</tr>
<tr>
<td>Minority/Women’s Business Enterprise Outreach</td>
<td>One (1) M/WBE outreach event quarterly</td>
<td>Facilitate or attend M/WBE outreach event</td>
<td>Number of events</td>
<td>Quarterly</td>
</tr>
</tbody>
</table>

Paragraph 1 [Duties of the Contractor] is amended clarify and duties as follows:

**Duties of Contractor**

C. Contractor’s responsibilities for drug and background checks is further defined in and incorporated herein by reference as **Exhibit G-7.**

U. Paragraph 1 as written in Amendment 3 shall be replaced by the following:

As part of the MSP Program, the Contractor shall provide services subject to approval by the State through the Selected Resource Program (“SRP”). The Contractor shall provide any of its own employees as resources to the State and assign or place said resource to any state facility subject to approval by the State if determined by the State to be in the State’s best interest. Resources from Vendors in the MSP program will not be converted to the SRP, with the exception of Administrative Resources at the Department of Revenue Returns Processing Center, or as otherwise directed by IDOA.

V. The Managed Service Provider will provide software and hardware including time-clocks, wanding stations and bar code data collection devices that integrate with the Vendor Management System, for use by all appropriate and necessary system users, Resources and agencies;

W. In order to develop and encourage M/WBE and Emerging Vendor program success, Contractor will provide payroll funding services at sub-market rates to selected Vendors. Rates shall not exceed 16.5 basis points above the published monthly Libor rate;
X. The Vendor Management System must be approved by the State Board of Accounts, and will provide online time approval and invoicing. Vendors must have full visibility to resource time entry, time approval and payment status;

Y. The Vendor Management System will provide online, user-defined reporting of budget hours and encumbered funds;

Z. The Vendor Management System must be capable of providing skill, shift and location-based scheduling system integration for all applicable agencies and Resources;

AA. The Contractor will provide dedicated personnel for the scheduling of Resources on assignment, as applicable and as reasonably needed by using agencies.

BB. The Contractor will provide dedicated onsite personnel for the management of Resources on assignment, as applicable and as reasonably needed by using agencies;

CC. The MSP and the VMS will provide performance-based and quota-based billing and pay tracking functionality. The MSP and the VMS must provide support for processing weekly pay and program vendor bill rate changes based on the productivity measures.

DD. The Contractor will provide a time-tracking system to track the time of full-time State employees and resources of vendors outside of the MSP program that are working on State projects. The Vendor Management System will track Total Cost of Ownership, broken down by cost center and by spending source, Federal or State. The Vendor Management System will also provide integration of the time-tracking system with the State’s Project Management tracking system.

Paragraph 2 [Consideration] E. shall hereby be changed from, “Temporary staff will not be compensated for State Holidays unless they work as approved by the Using Agency,” to Temporary staff will not be compensated for State Holidays unless their work is approved by the Using Agency.

Paragraph 2 [Consideration] G. is hereby amended to add the following: Contractor may propose dispute data within sixty (60) days of services rendered.

Paragraph 3 [Term] is hereby amended to reflect an extension of contract term to December 31, 2015.

Paragraph 17 [Employment Option] as amended found in Amendment 3 shall replace all references to Exhibit A with Exhibit A-1.

Paragraph 28 [Minority and Women’s Business Enterprise Compliance]

The following MWBE Vendors are removed from contract:

<table>
<thead>
<tr>
<th>MBE/WBE</th>
<th>PHONE</th>
<th>COMPANY NAME</th>
<th>SCOPE OF PRODUCTS and/or SERVICES</th>
</tr>
</thead>
<tbody>
<tr>
<td>WBE</td>
<td>812/479-8373</td>
<td>Action Temporary Services</td>
<td>Temporary Administrative/Clerical Staffing</td>
</tr>
<tr>
<td>WBE</td>
<td>317/844-1400</td>
<td>Chrysalis Consulting, LLC</td>
<td>Temporary Administrative/Clerical Staffing</td>
</tr>
<tr>
<td>MBE</td>
<td>317/541-9300</td>
<td>Ryan Consulting Group, Inc</td>
<td>Temporary Administrative/Clerical Staffing</td>
</tr>
<tr>
<td>MBE</td>
<td>317/578-7441</td>
<td>RCR Technology Corp</td>
<td>Temporary Administrative/Clerical Staffing</td>
</tr>
<tr>
<td>MBE</td>
<td>317/723-3512</td>
<td>Professional Management Enterprises</td>
<td>Temporary Administrative/Clerical Staffing</td>
</tr>
<tr>
<td>MBE</td>
<td>317/309-6604</td>
<td>The Morales Group</td>
<td>Temporary Administrative/Clerical Staffing</td>
</tr>
<tr>
<td>WBE</td>
<td>260/434-0990</td>
<td>Brillient</td>
<td>Temporary Administrative/Clerical Staffing</td>
</tr>
<tr>
<td>MBE</td>
<td>317/423-0609</td>
<td>The Bryant Group</td>
<td>Temporary Administrative/Clerical Staffing</td>
</tr>
</tbody>
</table>
The following MWBE Vendors are added to the contract:

<table>
<thead>
<tr>
<th>MBE/WBE</th>
<th>PHONE</th>
<th>COMPANY NAME</th>
<th>SCOPE OF PRODUCTS and/or SERVICES</th>
</tr>
</thead>
<tbody>
<tr>
<td>WBE</td>
<td>703/450-5252</td>
<td>ABBTECH</td>
<td>Temporary Administrative/Clerical Staffing</td>
</tr>
<tr>
<td>WBE</td>
<td>317/862-8141</td>
<td>Assured Healthcare</td>
<td></td>
</tr>
<tr>
<td>MBE</td>
<td>317/423-8980</td>
<td>Bucher and Christian Consulting, Inc.</td>
<td>Temporary Administrative/Clerical Staffing</td>
</tr>
<tr>
<td>MBE</td>
<td>888/971-0728</td>
<td>Lee Computers</td>
<td>Temporary Administrative/Clerical Staffing</td>
</tr>
<tr>
<td>WBE</td>
<td>317/496-8199</td>
<td>LK Sourcing</td>
<td>Temporary Administrative/Clerical Staffing</td>
</tr>
<tr>
<td>MBE</td>
<td>317/541-0200</td>
<td>PME</td>
<td>Temporary Administrative/Clerical Staffing</td>
</tr>
</tbody>
</table>

Paragraph 30 [Notice to Parties] B. shall be removed from the contract:
GuideSoft, Inc. dba Knowledge Services
Attention: Julie Bielawski
8275 Allison Pointe Trail, Suite 200
Indianapolis, IN 46250
shall be revised to reflect the updated address:
GuideSoft, Inc. dba Knowledge Services
Attention: Julie Bielawski
5875 Castle Creek Parkway, Suite 400
Indianapolis, IN 46250
Exhibit A shall be replaced with Exhibit A-1 to update the rate card, remove direct hire option, and revise the conversion term.
Exhibit B, paragraph D shall remove all references to “Medical” and replace with Administrative.
Exhibit B paragraph 3
The current language shall be removed.
“The SLAs will be reviewed monthly by the State contract manager to identify any issues requiring immediate attention and will be reviewed again during the quarterly meetings between the State and the MSP, as defined in part D above.”
This new language shall replace the original language.
The State has developed a set of minimum SLAs, defined in the table below that the MSP will need to agree to meet or exceed in order to be in good standing on the contract. All pricing submitted through the Cost Proposal will need to reflect these SLAs. The MSP will be scored on their ability to commit to exceeding these minimum SLAs. The State expects that the final SLAs agreed upon by the awarded MSP will be higher than these proposed minimum requirements. The SLAs will be reviewed monthly by the State contract manager to identify any issues requiring immediate attention and will be reviewed again during the quarterly meetings between the State and the MSP, as defined in part D above.
Amendment 1 [Duties of Contractor] paragraph 1-S replace reference to Exhibit C with Exhibit E.
Amendment 2 [Duties of Contractor] paragraph 1-T replace reference to Exhibit D with Exhibit F.
All other matters previously agreed to and set forth in the original Contract and not affected by this Amendment shall remain in full force and effect.
THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.
Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned’s knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Amendment other than that which appears upon the face hereof.

In Witness Whereof, Contractor and the State have, through their duly authorized representatives, entered into this Amendment. The parties, having read and understood the foregoing terms of this amendment, do by their respective signatures dated below agree to the terms thereof.

GuideSoft, Inc. d/b/a Knowledge Services:

By: [Signature]
Printed Name: Julian Arthur Biedawski
Title: CEO
Date: 9/5/12

Attested By: [Signature]
Ketie Belarge
Corporate Officer
Date: 9/6/2012

Indiana Office of Technology

By: [Signature]
Brian S. Arrowood, Chief Information Officer
Date: 9/4-5-2012

Department of Administration

For: [Signature]
Robert D. Wynkoop, Commissioner
Date: 9-21-12

State Budget Agency

[Signature] (for)
Adam M. Horst, Director
Date: 9/27/2012

APPROVED as to Form and Legality:
Office of the Attorney General

[Signature] (for)
Gregory F. Zoeller, Attorney General
Date: 9-28-12
EXHIBIT G-1
EXHIBIT 5 SANCTIONS FOR UNAUTHORIZED DISCLOSURE
IRC SEC. 7213 and 7213A UNAUTHORIZED DISCLOSURE OF INFORMATION.

(a) RETURNS AND RETURN INFORMATION.
(1) FEDERAL EMPLOYEES AND OTHER PERSONS.-It shall be unlawful for any officer or employee of the United States or any person described in section 6103(n) (or an officer or employee of any such person), or any former officer or employee, willfully to disclose to any person, except as authorized in this title, any return or return information [as defined in section 6103(b)]. Any violation of this paragraph shall be a felony punishable upon conviction by a fine in any amount not exceeding $5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution, and if such offense is committed by any officer or employee of the United States, he shall, in addition to any other punishment, be dismissed from office or discharged from employment upon conviction for such offense. (2) STATE AND OTHER EMPLOYEES.-It shall be unlawful for any person [not described in paragraph (1)] willfully to disclose to any person, except as authorized in this title, any return or return information [as defined in section 6103(b)] acquired by him or another person under subsection (d), (i)(3)(B)(i), (1)(6), (7), (8), (9), (10), (12), (15) or (16) or (m)(2), (4), (5), (6), or (7) of section 6103. Any violation of this paragraph shall be a felony punishable by a fine in any amount not exceeding $5,000, or imprisonment of not more than 5 years, or both, together with the cost of prosecution. (3) OTHER PERSONS.-It shall be unlawful for any person to whom any return or return information [as defined in section 6103(b)] is disclosed in an manner unauthorized by this title thereafter willfully to print or publish in any manner not provided by law any such return or return information. Any violation of this paragraph shall be a felony punishable by a fine in any amount not exceeding $5,000, or imprisonment of not more than 5 years, or both, together with the cost of prosecution. (4) SOLICITATION.-It shall be unlawful for any person willfully to offer any item of material value in exchange for any return or return information [as defined in section 6103(b)] and to receive as a result of such solicitation any such return or return information. Any violation of this paragraph shall be a felony punishable by a fine in any amount not exceeding $5,000, or imprisonment of not more than 5 years, or both, together with the cost of prosecution. (5) SHAREHOLDERS.—It shall be unlawful for any person to whom return or return information [as defined in section 6103(b)] is disclosed pursuant to the provisions of section 6103(e)(1)(D)(iii) willfully to disclose such return or return information in any manner not provided by law. Any violation of this paragraph shall be a felony punishable by a fine in any amount not exceeding $5,000, or imprisonment of not more than 5 years, or both, together with the cost of prosecution.

SEC. 7213A. UNAUTHORIZED INSPECTION OF RETURNS OR RETURN INFORMATION
(a) PROHIBITIONS.—(1) FEDERAL EMPLOYEES AND OTHER PERSONS.—It shall be unlawful for—(A) any officer or employee of the United States, or (B) any person described in section 6103(n) or an officer willfully to inspect, except as authorized in this title, any return or return information. (2) STATE AND OTHER EMPLOYEES.—It shall be unlawful for any person [not described in paragraph (1)] willfully to inspect, except as authorized by this title, any return information acquired by such person or another person under a provision of section 6103 referred to in section 7213(a)(2). (b) PENALTY.—(1) IN GENERAL.—Any violation of subsection (a) shall be punishable upon conviction by a fine in any amount not exceeding $1000, or imprisonment of not more than 1 year, or both, together with the costs of prosecution. (2) FEDERAL OFFICERS OR EMPLOYEES.—An officer or employee of the United States who is convicted of any violation of subsection (a) shall, in addition to any other punishment, be dismissed from office or discharged from employment. (c) DEFINITIONS.—For purposes of this section, the terms "inspect", "return", and "return information" have respective meanings given such terms by section 6103(b).
EXHIBIT G-1

EXHIBIT 6 CIVIL DAMAGES FOR UNAUTHORIZED DISCLOSURE
IRC SEc. 7431 CIVIL DAMAGES FOR UNAUTHORIZED DISCLOSURE OF
RETURNS AND RETURN INFORMATION.

(a) IN GENERAL.- (1) INSPECTION OR DISCLOSURE BY EMPLOYEE OF UNITED STATES.- If any officer or employee of the United States knowingly, or by reason of negligence, inspects or discloses any return or return information with respect to a taxpayer in violation of any provision of section 6103, such taxpayer may bring a civil action for damages against the United States in a district court of the United States. (2) INSPECTION OR DISCLOSURE BY A PERSON WHO IS NOT AN EMPLOYEE OF UNITED STATES.- If any person who is not an officer or employee of the United States knowingly, or by reason of negligence, inspects or discloses any return or return information with respect to a taxpayer in violation of any provision of section 6103, such taxpayer may bring a civil action for damages against such person in a district court of the United States. (b) EXCEPTIONS.- No liability shall arise under this section with respect to any inspection or disclosure - (1) which results from good faith, but erroneous, interpretation of section 6103, or (2) which is requested by the taxpayer. (c) DAMAGES.- In any action brought under subsection (a), upon a finding of liability on the part of the defendant, the defendant shall be liable to the plaintiff in an amount equal to the sum of- (i) the greater of- (A) $1,000 for each act of unauthorized inspection or disclosure of a return or return information with respect to which such defendant is found liable, or (B) the sum of- (i) the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure, plus (ii) in the case of a willful inspection or disclosure or an inspection or disclosure which is the result of gross negligence, punitive damages, plus (2) the cost of the action. (d) PERIOD FOR BRINGING ACTION.- Notwithstanding any other provision of law, an action to enforce any liability created under this section may be brought, without regard to the amount in controversy, at any time within 2 years after the date of discovery by the plaintiff of the unauthorized inspection or disclosure. (e) NOTIFICATION OF UNLAWFUL INSPECTION AND DISCLOSURE.- If any person is criminally charged by indictment or information with inspection or disclosure of a taxpayer's return or return information in violation of- (1) paragraph (1) or (2) of section 7213(a), (2) section 7213A(a), or (3) subparagraph (B) of section 1030(a)(2) of title 18, United States Code, the Secretary shall notify such taxpayer as soon as practicable of such inspection or disclosure. (f) DEFINITIONS.- For purposes of this section, the terms "inspect", "inspection", "return" and "return information" have the respective meanings given such terms by section 6103(b).

EXHIBIT 7 SAFEGUARDING CONTRACT LANGUAGE
The agency should include the Exhibit 7 language for General Services, as appropriate and include the language below to the greatest extent possible, applicable to the specific situation.

CONTRACT LANGUAGE FOR GENERAL SERVICES
I. PERFORMANCE
In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements: (1) All work will be performed under the supervision of the contractor or the contractor's responsible employees. (2) Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited. (3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material. (4) No work involving returns and return information furnished under this contract will be
subcontracted without prior written approval of the IRS. (5) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office. (6) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above. (7) (Include any additional safeguards that may be appropriate.)

II. CRIMINAL/CIVIL SANCTIONS
(1) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as $5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than $1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(h)-1. (2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as $1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of $1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus, in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRC Sections 7213A and 7431. (3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(j)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than $5,000. (4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency’s security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency’s files for review. As part of the certification and at least annually afterwards, contractors should be advised of the provisions of IRC Sections 7431, 7213, and 7213A (see Exhibit 6, IRC Sec. 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information and Exhibit 5, IRC Sec. 7213 Unauthorized Disclosure of Information). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor should sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION
The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.
EXHIBIT G-2
CONFIDENTIALITY AGREEMENT

It is the policy of the Indiana Department of Revenue, based upon law, that all information obtained by an employee of a Contractor/Potential Contractor in the course of providing services to the Department of Revenue shall be considered confidential and shall not be divulged to anyone outside the Department of Revenue.

Attention is called to Indiana Code 6-8.1-7-1 (a), which states, in part:

Unless in accordance with a judicial order or as otherwise provided in this chapter, the department, its employees, former employees, counsel, agents, or any other person may not divulge the amount of tax paid by any taxpayer...or any other information disclosed by the reports filed under the provisions of the law relating to any of the listed taxes, including required information derived from a federal return, except to: 1) members and employees of the department; 2) the governor; 3) the attorney general or any other legal representative of the state in any action in respect to the amount of tax due under the provisions of the law relating to any of the listed taxes; or 4) any authorized officers of the United States; when it is agreed that the information is to be confidential and to be used solely for official purposes.

Please also note Indiana Code 6-8.1-7-3:

A person who violates the provisions of this chapter commits a Class C misdemeanor. In addition, if the person is an officer or employee of the state, he shall be immediately dismissed from his office or employment.

I hereby acknowledge having read the Confidential Information Notification above and I understand that such information obtained in the course of my employment is confidential.

__________________________________________    _______________________
Signature of Employee                        Date
EXHIBIT G-3
SECURITY AND PRIVACY OF HEALTH INFORMATION

A. This Section applies only to the extent that the Contractor receives any protected health information ("PHI"), as referenced in paragraph B below, or any alcohol and drug abuse records (as defined in IC 16-18-2-12), health records (as defined in IC 16-18-2-168), or mental health records (as defined in IC 16-18-2-226), concerning any individual, in connection with performance of any services under this Contract. Any records included in the above definitions in IC 16-18-2 are referred to herein as "Health Records."

B. HIPAA. The Contractor agrees to comply with all applicable requirements of the Health Insurance Portability and Accountability Act of 1996, Title II, Administrative Simplification ("HIPAA"), including amendments signed into law under the American Recovery and Reinvestment Act of 2009 ("ARRA"), in particular, applicable provisions of Title XIII known as the Health Information Technology for Economic and Clinical Health Act ("HITECH"), Subtitle D, in all activities related to this Contract, to maintain compliance during the term of this Contract and after as may be required by federal law, to operate any systems used to fulfill the requirements of this Contract in full compliance with all applicable provisions of HIPAA and to take no action which adversely affects the State's HIPAA compliance.

Terms used, but not otherwise defined, in this Contract shall have the same meaning as those found in the HIPAA Regulations under 45 CFR Parts 160, 162, and 164.

To the extent required by the provisions of HIPAA and regulations promulgated thereunder, the Contractor assures that it will appropriately safeguard all forms of Health Records and/or Protected Health Information (PHI), as defined by the regulations, which is made available to or obtained by the Contractor in the course of its work under this Contract. The Contractor agrees to comply with all applicable requirements of law relating to Health Records and/or PHI with respect to any task or other activity it performs for the State including, as required by the final Privacy and Security regulations:

1. Implementing the following HIPAA requirements for any forms of Health Records and/or PHI that the Contractor receives, maintains, or transmits on behalf of the State:
   a. Administrative safeguards under 45 CFR § 164.308
   b. Physical safeguards under 45 CFR § 164.310
   c. Technical safeguards under 45 CFR § 164.312
   d. Policies and procedures and documentation requirements under 45 CFR § 164.316;

2. Implementing a disaster recovery plan, as appropriate for work conducted for this Contract, which includes mechanisms to recover data and/or alternative data storage sites, as determined by the State to be necessary to uphold integral business functions in the event of an unforeseen disaster;

3. Not using or further disclosing Health Records and/or PHI other than as permitted or required by this Contract or by applicable law;

4. Immediately reporting to the State any security and/or privacy breach directly relating to the work performed for this Contract of which the Contractor becomes aware;
Mitigating, to the extent practicable, any harmful effect that is known to the Contractor and immediately reporting to the State any use or disclosure by the Contractor, its agent, employees, subcontractors or third parties, of Health Records and/or PHI obtained under this Contract in a manner not provided for by this Contract or by applicable law of which the Contractor becomes aware;

Ensuring that any subcontractors or agents to whom the Contractor provides Health Records and/or PHI received from, or created or received by the Contractor, subcontractors or agents on behalf of the State agree to the same restrictions, conditions and obligations applicable to such party regarding Health Records and/or PHI and agree to implement the required safeguards to protect it;

Making the Contractor's internal practices, books and records related to the use or disclosure of Health Records and/or PHI received from, or created or received by the Contractor on behalf of the State available to the State at its request or to the Secretary of the United States Department of Health and Human Services ("DHHS") for purposes of determining the State's compliance with applicable law. The Contractor shall immediately notify the State upon receipt of any such request from the Secretary of DHHS or designee, and shall provide the State with copies of any materials made available in response to such a request;

In accordance with procedures established by the State, making available the information required to provide an accounting of disclosures pursuant to applicable law, if the duties of the Contractor include disclosures that must be accounted for;

Making available Health Records and/or PHI for amendment and incorporating any amendments to Health Records and/or PHI in accordance with 45 CFR § 164.526, if the Contractor maintains Health Records and/or PHI subject to amendment;

Make Health Records and/or PHI available to individuals entitled to access and requesting access in compliance with 45 CFR § 164.524 and the duties of the Contractor;

At the discretion of the State, authorizing termination of the Contract if the Contractor has violated a material provision of this Section; and

At the termination of the Contract, the Contractor shall return or destroy all Health Records and/or PHI received or created under the Contract. If the State determines return or destruction is not feasible, the protections in this Contract shall continue to be extended to any Health Records and/or PHI maintained by the Contractor for as long as it is maintained.

C. **Drug and Alcohol Patient Abuse Records.** In the performance of the services listed in this Contract, the Contractor may have access to confidential information concerning the disclosure and use of alcohol and drug abuse patient records. The Contractor understands and agrees that data, materials and information disclosed to the Contractor may contain confidential and protected data, including confidential individual information concerning alcohol and drug abuse patient records. Therefore, the Contractor promises and assures that any such confidential data, material, and information gathered or disclosed to the Contractor for the purposes of this Contract and specifically identified as Confidential Information will not be disclosed or discussed with others without the prior written consent of the State. The Contractor and the State shall comply with applicable requirements under 42 CFR Part 2 and any other applicable federal or state
statutory or regulatory requirements. The Contractor shall immediately report any unauthorized disclosures of these records to the State.

Criminal and Background Checks

A. This Section applies to all directors/chief executive officers, facility managers, licensing applicants and other heads of agencies, by whatever title, and each employee or volunteer (which includes interns) who has or will have electronic or physical access to children's records or direct contact with children on a regular and continuing basis or any contact when a child(ren) is/are alone or only with the Provider's staff in connection with performance of any services or activities pursuant to this Contract ("Covered Personnel"). To the extent applicable, the Contractor (referred to in this Section as Provider) shall conduct all criminal history and background checks required by law, this Contract, and the applicable DCS' policies, including those implemented by Administrative Letter. All required checks must be completed prior to the Contractor submitting this Contract for State signature. The checks will be conducted in the same manner as required for licensed residential child caring institutions, with respect to IC 31-27-3-3, subsections (e)(1) and (f), and the Provider shall maintain records of information it gathers and receives on Covered Personnel checked pursuant to this Section. The applicable laws and DCS' policies and practices are updated periodically, and the Provider shall comply with those current as of the time the Provider executes this Contract, adds Covered Personnel, renews this Contract, or reaches the anniversary date of commencement of a multi-year agreement. Upon request, DCS will furnish the Provider with information on updates and any changes in policy or procedure. The current procedure requires the Provider to conduct the following checks:

1. For those with direct contact with children on a regular and continuing basis or any contact when a child(ren) is/are alone or only with the Provider's staff in connection with performance of any services or activities pursuant to this Contract:

   a. Verify the identity of all individuals subject to criminal and background checks by viewing a current government issued picture I.D;

   b. Conduct Child Protection Services (CPS) checks for all states of residency in the past five (5) years (for Indiana, send DCS a Request for Child Protection Services History Check; for other states, see DCS' website on child welfare policies and contractor policies for web links to CPS records);

   c. Conduct Sex Offender Registry checks for all states of residency in the past five (5) years (see DCS' website for web links for national and state sex offender registry checks);

   d. Conduct Local Law Enforcement checks with law enforcement agencies that would have responded to each residential address in the last five (5) years;

   e. Register for Fingerprint-Based National and State Checks through the State approved fingerprint vendor [To do so, Contractor must confirm that it is listed as a current DCS agency with the current state-approved fingerprint vendor. If not, Contractor name will need to be added as a DCS agency prior to registering for fingerprinting.], and follow through with obtaining fingerprints; and

   f. Review Results of Criminal and Background Checks and take appropriate action.

2. For those with only electronic or physical access to children's records:

   a. Verify the identity of all individuals subject to criminal and background checks by viewing a current government issued picture I.D;
(b) Conduct Child Protection Services (CPS) checks for all states of residency in the past five (5) years (for Indiana, send DCS a Request for Child Protection Services History Check; for other states, see DCS' website as above);

(c) Conduct Sex Offender Registry checks for all states of residency in the past five (5) years (see DCS' website for web links for national and state sex offender registry checks); and

(d) Review Results of Criminal and Background Checks and take appropriate action. All directors/chief executive officers, facility managers and licensing applicants, regardless of their level of contact with children shall have background checks commensurate with the highest level of background checks required of any other Covered Personnel within their organization. If no other Covered Personnel require background checks and no exception is granted for an administrative contract, they shall have the checks described in this paragraph A. (2).

(3) For all Covered Personnel and Subcontractors:

The Provider shall require Covered Personnel and subcontractors for this Contract to immediately notify the Provider of any information about them that would have been revealed by the checks above including substantiation for child abuse or neglect or other similar complaints or charges and of any convictions or arrests. The Provider shall immediately relay such notice to DCS. The Contractor shall further collect from each Covered Personnel an annual attestation regarding whether that individual has any history of such substantiation, arrest or conviction and shall include any previously unreported information to DCS in its annual Certification (Exhibit G-4, which is attached hereto and hereby incorporated by reference).

Except for A (3) above, the required checks must be performed every four (4) years based on the anniversary of the individual Covered Personnel’s initial checks.

B. The Provider shall be responsible for assessing job responsibilities and categorizing Covered Personnel as subject to A(1), A(2), or as not-covered and for performing the appropriate checks. Any Covered Personnel who might serve as a substitute for a covered position, even in emergency circumstances, should undergo the checks required for that covered position.

C. The Provider shall maintain a record of the results of each check conducted pursuant to this Section. The Provider shall, if requested by the State, provide a copy of that record to DCS or make the record available for inspection by an authorized representative of DCS.

D. With respect to any current Covered Personnel, the Provider shall submit the form attached hereto as Exhibit G-4 (or a similar form as updated by DCS) at the time it submits this Contract to the State for signature or within thirty (30) days after the effective date of this Contract, whichever is earlier, and annually upon the anniversary of the effective date of the Contract. Exhibit G-4 will certify that the requirements under paragraph A of this Section have been completed. The Provider shall furnish any other documentation related to background checks as DCS requests. The Provider has an ongoing obligation to assess job responsibilities and to conduct appropriate checks for employees or volunteers who join the Provider after this Contract begins. Such staff may not provide any services that involve contact with children before the requisite checks have been completed.

E. In order to allow DCS to evaluate the results and to make determinations regarding qualifications, national fingerprint-based criminal history checks relating to Covered Personnel are required to be conducted through DCS' approved fingerprint vendor in accordance with the terms and conditions
stated in IC 10-13-3-38.5, 39. The results of the national fingerprint-based criminal history checks will be returned to DCS as an authorized entity to receive the results. DCS will inform the Provider whether the report it receives concerning the subject of a check shows any record that would be grounds for denial of his/her ability to provide services and/or perform activities pursuant to this Contract. If any Covered Personnel receive a response of conditionally disqualified or disqualified, further follow up is required. If the result is disqualified, then the individual may be eligible for a waiver. The Provider should contact the DCS' background check unit to determine if the individual is eligible and to apply for the waiver. DCS will not release to the Provider any criminal history record information ("CHRI") contained in any report that it receives from the Federal Bureau of Investigation ("FBI") through the Indiana State Police ("ISP"). If the Provider requests a waiver of criminal history, DCS will inform the Provider of the decision on the waiver request.

F. In the event a criminal history or background check required herein produces any record concerning the subject of a check that would be a ground for denial of his/her ability to provide services and/or perform activities pursuant to this Contract and the Provider chooses to retain such employee or volunteer, that decision may be considered a material breach of this Contract.

G. The Provider will be responsible for payment of all fees required to be paid for conducting any check required under this Section, whether the check is conducted by the Provider or by DCS. Any fees paid by DCS on behalf of the Provider may be offset against any claim for payment submitted by the Provider under this Contract.

Upon request, the State will assist the Provider in clarifying the requirements of this Section.
EXHIBIT G-4
CERTIFICATION OF COMPLETION OF REQUIRED CRIMINAL AND BACKGROUND CHECKS

The Provider, ____________________________________________, hereby certifies that it has performed all of the checks as required pursuant to the criminal and background checks procedure set forth in its professional services contract with the State of Indiana (EDS# D20-9-4612) (the “Contract”), including collection of attestations regarding child abuse and neglect or criminal activity. A list of the Provider’s current Covered Personnel that have received the requisite criminal and background checks referenced herein is attached hereto. The list is divided into two parts, separately showing those who require full background checks, which include Fingerprint-Based national and state checks, from all the rest of the Covered Personnel. The Provider shall submit this form with an updated list annually upon the anniversary date of the Contract. Reminder: Covered Personnel who join the Provider after the Contract begins may not provide any services for the Provider pursuant to the Contract before the requisite criminal and background checks have been completed unless they are accompanied by other staff who have completed acceptable checks.

The Provider hereby certifies that it has, per Contract requirements:

_____ Verified the identity of all individuals subject to criminal and background checks;

_____ Conducted Child Protection Services (CPS) checks (for Indiana, send DCS an Indiana Request for Child Protection Services History Check form; for other states, see DCS’ website on child welfare policies and contractor policies for web links);

_____ Conducted Sex Offender Registry checks (see DCS’ website on child welfare policies for web links for national and state sex offender registry checks);

_____ Conducted Local Law Enforcement checks using the completed and signed Application for Criminal History Background check form;

_____ Registered and completed fingerprinting through the DCS approved fingerprinting vendor and assured that a fingerprint-based status letter is received via e-mail for each Covered Personnel; and

_____ Reviewed the results of criminal and civil Background Checks and taken appropriate action per DCS child welfare policy.

__________________________________________        ____________________________
Signature of Provider                                      Date

__________________________________________        ____________________________
Name printed                                              E-mail
EXHIBIT G-5
CONFIDENTIALITY OF STATE INFORMATION

Security Procedures for Disclosure of Social Security Administration ("SSA") Records, Information, and Data ("Data"): 

The State will restrict access to Data obtained from SSA to only those authorized contractors and agents who need such Data to perform their official duties in connection with purposes identified in this Contract. The Contractor agrees to abide by all relevant federal laws, restrictions on access, use, and disclosure, and security requirements for SSA Data set forth in the following documents which are available for review, by request, and incorporated herein by reference:

(a) Information Exchange Agreement Between the Social Security Administration (SSA) and the State Agency, "IEA," a copy of which is on file and available for review, by request, and incorporated herein by reference;

(b) Computer Matching and Privacy Protection Act Agreement, "CMPPA Agreement," a copy of which is on file and available for review, by request, and incorporated herein by reference; and

(c) All related attachments referred to in the IEA and the CMPPA Agreement, including, but not limited to, Attachment 3: Systems Security Requirements for SWA Access to SSA Information Through the ICON System, and Attachment 4: Information System Security Guidelines For Federal, State and Local Agencies Receiving Electronic Information from the Social Security Administration, copies of which are on file and available for review, by request, and incorporated herein by reference.

The Contractor will not use, duplicate, disseminate, or disclose such Data without prior notice to and prior written approval of both the State and SSA.

The Contractor agrees to maintain a current list of all employees and agents with access to SSA Data and provide such list(s) to the State upon request.

The Contractor and its agents who access, use, or disclose SSA data in a manner or purpose not authorized by this Contract may be subject to civil and criminal sanctions pursuant to applicable federal and state statutes.

As used in IRS Exhibit 7 [for General services], which is attached hereto and hereby incorporated by reference, and as used in the remaining paragraphs of this Section:

"return" means any tax or information return, declaration of estimated tax, or claim for refund required by, or provided for or permitted under, the provisions of the Internal Revenue Code ("IRC") which is filed with the Secretary of the Treasury or his delegate (hereinafter in this Section referred to as "Secretary") by, on behalf of, or with respect to any Person (hereinafter in this Section, "Person" means an individual, a trust, estate, partnership, association, company or corporation), and any amendment or supplement thereto, including supporting schedules, attachments, or lists which are supplemental to, or part of, the return so filed.

"return information" means --

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(A) a Taxpayer's (hereinafter in this Section, "Taxpayer" means any Person subject to any internal revenue tax) identity, the nature, source, or amount of his income, payments, receipts, deductions, exemptions, credits, assets, liabilities, net worth, tax liability, tax withheld, deficiencies, overassessments, or tax payments, whether the Taxpayer's return was, is being, or will be examined or subject to other investigation or processing, or any other data, received by, recorded by, prepared by, furnished to, or collected by the Secretary with respect to a return or with respect to the determination of the existence, or possible existence, of liability (or the amount thereof) of any Person under the IRC for any tax, penalty, interest, fine, forfeiture, or other imposition, or offense,

(B) any part of any written determination or any background file document relating to such written determination (as such terms are defined in section 6110(b) of the IRC) which is not open to public inspection under section 6110 of the IRC,

(C) any advance pricing agreement entered into by a Taxpayer and the Secretary and any background information related to such agreement or any application for an advance pricing agreement, and

(D) any agreement under section 7121 of the IRC, and any similar agreement, and any background information related to such an agreement or request for such an agreement,

but such term does not include data in a form which cannot be associated with, or otherwise identify, directly or indirectly, a particular Taxpayer. Nothing in the preceding sentence, or in any other provision of law, shall be construed to require the disclosure of standards used or to be used for the selection of returns for examination, or data used or to be used for determining such standards, if the Secretary determines that such disclosure will seriously impair assessment, collection, or enforcement under the internal revenue laws.


F. As required by the IRC and to ensure IRS audit compliance, the Contractor must comply with all of the requirements/information set forth in IRS Exhibit 7 [for General services].

G. The provisions/requirements outlined above in this Section and outlined in IRS Exhibit 7 [for General services] equally apply to state of Indiana tax returns and return information, with "return" and "return information" utilized in this sentence in the same manner as such terms are defined above in paragraph [D] of this Section, except the terms used herein are received by, recorded by, prepared by, furnished to, collected by, or otherwise related to the Indiana Department of State Revenue.]

The parties acknowledge that even though the Contractor has access to Federal tax return and return information ("FTI") pursuant to this Contract, such FTI has not been obtained from the Internal Revenue Service ("IRS"). If the situation changes and the Contractor is going to have access to FTI obtained from the IRS pursuant to this Contract, this Contract will have to be formally amended to ensure that the Contractor will have to comply with all applicable provisions of the "Tax Information Security Guidelines for Federal, State, and Local Agencies," IRS Publication 1075, published by the Secretary of the Treasury and available at the following Internal Revenue Service ("IRS") website (or any designated successor website): http://www.irs.gov/pub/irs-pdf/p1075.pdf, and the Contractor will also have to comply with all of the requirements/information set forth in the appropriate IRS Exhibit 7.]
EXHIBIT G-6

A. Audit and Access to Records.
The Contractor and its sub-Contractors, if any, shall maintain all books, documents, papers, accounting records and other evidence pertinent to this Contract ("Contract Records"). The Contractor shall adequately protect such records against fire or other damage. The Contractor acknowledges that some or all of the funds for this Contract are from a federal grant, and the State, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any Contract Records for the purpose of making an audit, examination, excerpts, and transcriptions. They shall make such materials available at their respective offices at all reasonable times during this Contract, and for a minimum of four (4) years from the date of final payment under this Contract (or until March 30, 2019, whichever is later), ("Recordkeeping Period"), for inspection by the State, the U.S. Department of Homeland Security, the U.S. Department of Transportation, the Comptroller General of the United States, or any of their duly authorized representatives. Copies thereof shall be furnished at no cost if requested. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration date of this Recordkeeping Period, the records must be retained until completion of the action and resolution of all issues which arise from it or until the end of the Recordkeeping Period, whichever is later.

B. Debarment and Suspension.
As required by 2 CFR 3000.332 and 2 CFR 1200.332, the Contractor shall:
   i. Comply with Subpart C of the OMB guidance in 2 CFR part 180 as supplemented by 2 CFR 1200 and/or 2 CFR 3000; and
   ii. Include a similar term or condition in any covered transaction into which it enters at the next lower tier.

C. Publications Statement
All publications created under this Contract (includes the issuance of statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or part with Federal funds) shall prominently contain the following statement: "This document was prepared under a grant from the Federal Emergency Management Agency’s Grant Programs Directorate (FEMA/GPD) within the U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA/GPD or the U.S. Department of Homeland Security."

D. U.S. DHS, FEMA Copyright and Acknowledgement of Government Sponsorship.
The Contractor shall comply with the requirements established by law and this provision which are applicable to publications or other exercise of copyright for any work first produced under Federal financial assistance awards unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).
   i. For any scientific, technical, or other copyright work based on or containing data first produced under this award, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, the recipient grants the government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for government purposes in all such copyrighted works.
   ii. The Contractor shall affix the applicable copyright notices of 17 U.S.C. §401 or 402 and an acknowledgement of government sponsorship (including award number) to any work first produced under an award.
E. US DOT, PHMSA Copyright and Acknowledgement of Government Sponsorship. The U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes:

i. The copyright in any work developed using the funds provided through this Contract; and

ii. Any rights of copyright which are purchased using the funds provided through this Contract.

F. Lobbying Certification

i. The Contractor acknowledges that a Federal grant is the source of payments under this Contract and as required by Section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18 and 49 CFR Part 20, the Contractor certifies that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of a federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any Federal grant, the making of any federal loan, the entering of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

(c) The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

ii. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

G. Davis-Bacon Act

If U.S. Department of Homeland Security, Federal Emergency Management Agency, Emergency Management Performance Grant funds are used as the source of funding, the Davis-Bacon Act is applicable to the federal funds used for this Contract. If this Contract is a construction contract in excess of $2,000 or a Contract which involves the employment of mechanics or laborers in excess of $2,500, the Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a–7) as supplemented by Department of Labor regulations (29 CFR part 5).

H. Buy American Act

If U.S. Department of Homeland Security, Federal Emergency Management Agency, Emergency Management Performance Grant funds are used as the source of funding, in accordance with 42 U.S.C. 5206, the Buy American Act (41 U.S.C. 10a et seq.) is applicable to the funds used for this Contract; therefore, the Contractor must comply with the Buy American Act.

I. Activities Conducted Abroad.

The Contractor will comply with the requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
J. **Fly America Act of 1974.**

The Contractor will comply with the requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. §41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (49 U.S.C. §40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

K. **USA Patriot Act of 2001.**

The Contractor will comply with the requirements of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c. Among other things, it prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The Act also establishes restrictions on access to specified materials. “Restricted persons,” as defined by the Act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent.

L. **Coastal Wetlands Planning, Protection, and Restoration Act of 1990.**

The Contractor will comply with the requirements of Executive Order 11990, which provides that federally funded construction and improvements minimize the destruction, loss, or degradation of wetlands. The Executive Order provides that, in furtherance of Section 101(b)(3) of NEPA (42 U.S.C. § 4321(b)(3)), Federal agencies, to the extent permitted by law, must avoid undertaking or assisting with new construction located in wetlands unless the head of the agency finds that there is no practicable alternative to such construction, and that the proposed action includes all practicable measures to minimize harm to wetlands that may result from such use. In making this finding, the head of the agency may take into account economic, environmental, and other pertinent factors. The public disclosure requirement described above also pertains to early public review of any plans or proposals for new construction in wetlands. This is codified at 44 CFR Part §9.

M. **Flood Disaster Protection Act of 1973.**

The Contractor will comply with the requirements of the *Flood Disaster Protection Act of 1973*, as amended (42 U.S.C. §4001 et seq.), which provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the United States, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within one year of the identification. The flood insurance purchase requirement applies to both public and private applicants for DHS support. Lists of flood-prone areas that are eligible for flood insurance are published in the *Federal Register* by FEMA.

N. **National Flood Insurance Act of 1968.**

The Contractor will comply with the requirements of Section 1306(c) of the *National Flood Insurance Act*, as amended, which provides for benefit payments under the Standard Flood Insurance Policy for demolition or relocation of a structure insured under the Act that is located along the shore of a lake or other body of water and that is certified by an appropriate State or local land use authority to be subject to imminent collapse or subsidence as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels. These regulations are codified at 44 CFR Part §63.

O. **Protection of Human Subjects.**

The Contractor will comply with the requirements of the Federal regulations at 45 CFR Part §46, which requires that recipients comply with applicable provisions/law for the protection of human subjects for purposes of research. Recipients must also comply with the requirements in DHS
Management Directive 026-04, Protection of Human Subjects, prior to implementing any work with human subjects. For purposes of 45 CFR Part §46, research means a systematic investigation, including research, development, testing, and evaluation, designed to develop or contribute to general knowledge. Activities that meet this definition constitute research for purposes of this policy, whether or not they are conducted or supported under a program that is considered research for other purposes. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable State and local law and is not directly regulated by 45 CFR Part §46.


The Contractor will comply with the requirements of the Animal Welfare Act, as amended (7 U.S.C. §2131 et seq.), which requires that minimum standards of care and treatment be provided for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public. Recipients must establish appropriate policies and procedures for the humane care and use of animals based on the Guide for the Care and Use of Laboratory Animals and comply with the Public Health Service Policy and Government Principles Regarding the Care and Use of Animals.


The Contractor will comply with the requirements of 42 U.S.C. §7401 et seq. and Executive Order 11738, which provides for the protection and enhancement of the quality of the Nation’s air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation’s waters is considered research for other purposes.


The Contractor will comply with the requirements of Section 504 of the Rehabilitation Act of 1973, 29 U.S.C. §794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

S. Hotel and Motel Fire Safety Act of 1990

In accordance with section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225a, the Contractor agrees to ensure that all conference, meeting, convention, or training space provided through or under this Contract complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225. More information about this requirement can be obtained at: http://www.usfa.dhs.gov/citizens/hotel.shtm. A searchable database of hotels and motels which comply with this requirement is available on this website.

T. Classified Security Condition.

i. “Classified national security information,” as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.

ii. No funding provided by U.S. Department of Homeland Security shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information by the contractor, subawardee, or other entity without prior written approval from the U.S. DHS Office of Security, Industrial Security Program Branch (ISPB), or, an appropriate official within the Federal department or agency with whom the classified effort will be performed.

The Contractor hereby acknowledges and agrees, and shall require any sub-recipients, subcontractors, successors, transferees, and assignees to acknowledge and agree, to comply with applicable provisions governing U.S. Department of Homeland Security (U.S. DHS) access to records, accounts, documents, information, facilities, and staff, including, but not limited to the following:

i. Recipients must cooperate with any compliance review or complaint investigation conducted by U.S. DHS.

ii. Recipients must give U.S. DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by U.S. DHS regulations and other applicable laws or program guidance.

iii. Recipients must submit timely, complete, and accurate reports to the appropriate U.S. DHS officials and maintain appropriate backup documentation to support the reports.

iv. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.

v. If, during the past three years, the Recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the U.S. DHS awarding office and the U.S. DHS Office of Civil Rights and Civil Liberties.

vi. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the U.S. DHS Component and/or awarding office.

vii. The United States has the right to seek judicial enforcement of these obligations.

As used in above provisions, the term “Recipients” includes sub-recipients, contractors, subcontractors, successors, transferees, and assignees.

V. Trafficking In Persons

A. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients’ employees may not:
   a. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
   b. Procure a commercial sex act during the period of time that the award is in effect; or
   c. Use forced labor in the performance of the award or subawards under the award.

2. The Federal Awarding Agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:
   a. Is determined to have violated a prohibition in paragraph A.1, above; or
   b. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1, above, through conduct that is either:
      i. Associated with performance under this award; or
      ii. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR
part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement),” as implemented by the Federal Awarding Agency at 2 CFR part 3000.

B. Provisions applicable to a recipient other than a private entity. The Federal Awarding Agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:
   1. Is determined to have violated an applicable prohibition in paragraph A.1., above; or
   2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph A.1., above, through conduct that is either:
      a. Associated with performance under this award; or
      b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, “OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement),” as implemented by the Federal Awarding Agency at 2 CFR part 3000.

C. Provisions applicable to any recipient.
   1. You must inform the Federal Awarding Agency and the State immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A.1., above.
   2. The Federal Awarding Agency’s right to terminate unilaterally that is described in paragraph A.1. or B., above:
      a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
      b. Is in addition to all other remedies for noncompliance that are available to the Federal Awarding Agency under this award.
   3. You must include the requirements of paragraph A.1., above, in any subaward you make to a private entity.

D. Definitions. For purposes of this award term:
   1. “Employee” means either:
      a. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
      b. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
   2. “Forced labor” means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
   3. “Private entity” means:
      a. Any entity other than a State, local government, Indian Tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
      b. Includes:
         i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2 CFR 175.25(b),
         ii. A for-profit organization.
4. “Severe forms of trafficking in persons,” “commercial sex act,” and “coercion” have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102)

W. Assurance Of Compliance With Title VI Of The Civil Rights Act Of 1964 Department Of Transportation. During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the “Contractor”) agrees as follows:

i. Compliance with Regulations: The Contractor shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.

ii. Nondiscrimination: The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.

iii. Solicitation for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.

iv. Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State/Territory/Native American Tribe of Indiana or the Pipeline and Hazardous Materials Safety Administration (PHMSA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the State/Territory/Native American Tribe of Indiana or the Pipeline and Hazardous Materials Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.

v. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with nondiscrimination provisions of this Contract, the State/Territory/Native American Tribe of Indiana shall impose contract sanctions as it or the Pipeline and Hazardous Materials Safety Administration may determine to be appropriate, including, but not limited to:

(a) Withholding of payments to the Contractor under the Contract until the Contractor complies; and/or

(b) Cancellation, termination, or suspension of the Contract, in whole or in part.

vi. Incorporation of Provisions: The Contractor shall include the provisions of paragraphs (i) through (vi) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurements as the State/Territory/Native American Tribe of Indiana or the Pipeline and Hazardous Materials Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the
State/Territory/Native American Tribe of Indiana to enter into such litigation to protect the interests of the State/Territory/Native American Tribe of Indiana, and, in addition the Contractor may request the United States to enter into such litigation to protect the interest of the United States.
EXHIBIT G-7
DRUG AND BACKGROUND AMENDMENT
ADMINISTRATIVE/CLERICAL POSITIONS

Contractor agrees to conduct or require to have conducted a background check of any Resource placed on assignment at a State agency ("Agency"), or State facility ("Facility"), prior to the start of Resource’s assignment.

Background checks shall be completed for verification of, but not limited to:
   a. Social security trace – verification of social security number;
   b. Criminal history, including a criminal history check for applicable states and counties of residence for the past seven (7) years;
   c. E-verify check;
   d. Sex Offender Registry check for all states of residency in the past seven (7) years; and
   e. A Department of Revenue tax liability check, if applicable, will be initiated by Contractor, subject to the Department of Revenues’ policies regarding such checks, for all Resources on assignment at the Department of Revenue, and/or for Resources on assignment at other State Agencies, if so directed by the applicable Agency.

Resource may also be required to provide additional, relevant pre-assignment documents, at the request of a State Agency.

In the event that an Agency requires fingerprinting, such fingerprint check requirements shall supersede the background check requirements (a) and (b) stated above.

Contractor may require Vendor to use a background check company specified by Contractor.

Reasons for determining that a Resource did not satisfactorily pass the background check include, but are not limited to, the below guidelines. Any exceptions to the below guidelines must be approved by the Agency’s Human Resources Director.

   a. Candidates convicted of a criminal misdemeanor involving dishonesty or a breach of trust, including burglary, larceny, embezzlement, counterfeiting, forgery, theft or robbery, shall be excluded from consideration.
   b. Candidates convicted of criminal felonies or misdemeanors involving violent acts such as murder, assault, rape and battery shall be excluded from consideration.
   c. Candidates convicted of a criminal felony involving dishonesty or a breach of trust, including burglary, larceny, embezzlement, counterfeiting, forgery, theft or robbery shall be excluded from consideration.

In addition, a five-panel drug screen shall be performed prior to Resource’s assignment for all Admin positions at a State hospital, school or correctional facility. Contractor may require Vendors to use a drug screening company specified by Contractor, and such drug screen must be verified by a laboratory (dip-stick test kits or swabs are not acceptable). Candidates who test positive for drugs shall not be accepted. A “positive” drug test result shall mean test levels that are recognized as positive on both the screening test and the confirmatory test under the “Mandatory
Guidelines for Federal Workplace Drug Testing Programs.” The following levels shall constitute a positive drug test (which levels may change from time to time):

<table>
<thead>
<tr>
<th></th>
<th>Screening Levels (ng/ml)</th>
<th>Confirmation Levels</th>
</tr>
</thead>
<tbody>
<tr>
<td>Amphetamines</td>
<td>500</td>
<td>250</td>
</tr>
<tr>
<td>Amphetamine</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Methamphetamine</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Cocaine Metabolites</td>
<td>150</td>
<td>100</td>
</tr>
<tr>
<td>PCP – Phencyclidine</td>
<td>25</td>
<td>25</td>
</tr>
<tr>
<td>Opiate Metabolites</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6-Acetylmorphine</td>
<td>10</td>
<td>10</td>
</tr>
<tr>
<td>Morphine</td>
<td>2000</td>
<td>2000</td>
</tr>
<tr>
<td>Codeine</td>
<td>2000</td>
<td>2000</td>
</tr>
<tr>
<td>Marijuana Metabolites</td>
<td>50</td>
<td>15</td>
</tr>
</tbody>
</table>

Costs associated with drug screens, background or fingerprint checks shall be the sole responsibility of the Contractor or the applicable Vendor. Drug screen, background and fingerprint check results shall be effective for a period of thirty (30) days prior to Resource’s assignment start date. In the case of a “break in service” from the State, a drug screen is effective for a period of ninety (90) days, and a background check is effective for a period of six (6) months, unless otherwise specified for assignments at a State hospital.

A background or fingerprint check and drug screen may be required to be run each year for Resources on assignment, as measured from Resource’s assignment start date. In the event that Resource begins work for a new Agency or Facility during such time, a separate fingerprint check will be required.

Additionally, assignments located at a State hospital, school or correctional facility may require a TB shot to be updated annually. In the event that this is not performed by the applicable Facility, Vendor will be responsible for such test.

At the sole discretion of the Agency or Facility Human Resources Director, a Resource may begin work pending the results of the drug screen and/or fingerprint or background check. The Agency or Facility Human Resources Director may elect to waive any or all requirements, and such waiver shall be communicated in writing from the Agency or Facility to Contractor prior to Resource’s assignment. Contractor shall then communicate such waiver in writing to Vendor. The State reserves the right to require additional checks as requested.
## Exhibit A-1

### Program Outline

Hourly “Not to Exceed Rates” by position.

<table>
<thead>
<tr>
<th>Position</th>
<th>State Job Code</th>
<th>KS Program Max Bill</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accountant 1</td>
<td>2RA1</td>
<td>$36.00</td>
</tr>
<tr>
<td>Accountant 2</td>
<td>2RA2</td>
<td>$29.00</td>
</tr>
<tr>
<td>Accountant 3</td>
<td>2RA3</td>
<td>$24.00</td>
</tr>
<tr>
<td>Accountant 4</td>
<td>2RA4</td>
<td>$18.00</td>
</tr>
<tr>
<td>Accountant 5</td>
<td>2RA5</td>
<td>$17.00</td>
</tr>
<tr>
<td>Temporary, AccountClerk2, Clerical</td>
<td>3JA2</td>
<td>$14.00</td>
</tr>
<tr>
<td>Temporary, AccountClerk3, Clerical</td>
<td>3JA3</td>
<td>$13.00</td>
</tr>
<tr>
<td>Temporary, AccountClerk4, Clerical</td>
<td>3JA4</td>
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<tr>
<td>Temporary, Administrative Assistant 2, Professional</td>
<td>2WN3</td>
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</tr>
<tr>
<td>Temporary, Administrative Assistant 3, Professional</td>
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<td>$16.10</td>
</tr>
<tr>
<td>Temporary, Administrative Assistant 4, Professional</td>
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<td>$14.70</td>
</tr>
<tr>
<td>Temporary, Administrative Assistant 5, Professional</td>
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<td>$14.60</td>
</tr>
<tr>
<td>Temporary, ClericalAssistant 4</td>
<td>3LD4</td>
<td>$12.90</td>
</tr>
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<td>Temporary, ClericalAssistant 5</td>
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<td>Data Input Operator 2, Clerical, 100-116 forms per hour (A)</td>
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</tr>
<tr>
<td>Data Input Operator 2, Clerical, 117-133 forms per hour (B)</td>
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</tr>
<tr>
<td>Data Input Operator 2, Clerical, 134-150 forms per hour (D)</td>
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<td>$12.70</td>
</tr>
<tr>
<td>Data Input Operator 2, Clerical, 151-167 forms per hour (F)</td>
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<tr>
<td>Data Input Operator 2, Clerical, 168-184 forms per hour (H)</td>
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</tr>
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<td>Data Input Operator 2, Clerical, 185-201 forms per hour (J)</td>
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<tr>
<td>Data Input Operator 2, Clerical, 202-218 - 201 forms per hour (N)</td>
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<td>Data Input Operator 2, Clerical, 219-235 forms per hour (Q)</td>
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<td>Data Input Operator 2, Clerical, 236-255 forms per hour (R)</td>
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<td>Data Input Operator 2, Clerical, 256-274 forms per hour (S)</td>
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<td>$15.70</td>
</tr>
<tr>
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<td>$14.30</td>
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<tr>
<td>Title</td>
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<tr>
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<td>Temporary Warehouse Clerk</td>
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<tr>
<td>Landscape</td>
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<td>Security Guard 4</td>
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<td>Accountant 8</td>
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<td>Food Service Workers</td>
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<td>Criminal Intelligence Analyst IV</td>
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<td>Grant Coordinator - DOC</td>
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<tr>
<td>Plant Foreman</td>
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<td>Warehouse Foreman</td>
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<td>Training Officer</td>
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<td>Math Teacher</td>
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<td>$30.00</td>
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<tr>
<td>Salesperson</td>
<td>4KS8</td>
<td>$30.00</td>
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<tr>
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<td>4KS9</td>
<td>$13.00</td>
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<td>Housekeeper 4</td>
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<tr>
<td>Maintenance</td>
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<td>Special Education Teacher - Assistant</td>
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<td>Meat Inspector</td>
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<td>Data Processing Operator 2</td>
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<td>Assistant Controller</td>
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<td>Interior Designer</td>
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<td>Architectural Surveyor</td>
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<td>Financial Analyst</td>
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</tr>
<tr>
<td>Financial Analyst 4</td>
<td>2RJ4</td>
<td>$19.50</td>
</tr>
</tbody>
</table>
2. Rate Differentials remain unchanged from the original contract to read:

   a. The State shall pay a premium of 1.4 times the hourly rate for all overtime work pre-approved by the hiring manager and the Authorized Fiscal agent of the agency. Overtime is defined as work performed in excess of 40 hours per week, and only for the positions specified under this agreement.

3. Shift Premiums remain unchanged from the original contract to read.

   The State shall pay the below stated shift premium upon pre-approval being given by the hiring manager and the Authorized Fiscal agent of the agency.

   a. The State shall pay a shift premium multiplier of 1.05 times the hourly rate for all Evening shift work. Evening shift is defined as work performed from 5:00PM to 12:00 Midnight, and only for the positions specified under this agreement.

   b. The State shall pay a shift premium multiplier of 1.1 times the hourly rate for all Night shift work. Night shift is defined as work performed from 12:00 Midnight to 8:00 AM, and only for the positions specified under this agreement.

   c. The State shall pay a shift premium multiplier of 1.05 times the hourly rate for all Holiday or Weekend shift work. Night shift is defined as work performed from 12:00 Midnight to 8:00 AM, and only for the positions specified under this agreement.

4. Direct Hire Fees has been removed by mutual agreement.

5. Conversion fees have been changed by mutual agreement as follows:

   Removed from the contract is:

   a. The "Conversion Fee" shall be the fee charged by Contractor when a Resource is converted to a direct hire employee of the State. Conversion Fees shall not be adjusted by the Mark-Up Rate. The Conversion Fee shall be calculated as follows:

   b. Conversion fees for nonprofessional positions shall be compensated as follows. Nonprofessional positions are defined as any position with less than $40,000 in annual base salary per year.

<table>
<thead>
<tr>
<th>Non professional</th>
<th>Conversion Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 - 30 days worked</td>
<td>$3,000</td>
</tr>
<tr>
<td>31 - 60 days worked</td>
<td>$1,000</td>
</tr>
<tr>
<td>61 - 90 days worked</td>
<td>$500</td>
</tr>
<tr>
<td>Over 90 days worked</td>
<td>$0</td>
</tr>
</tbody>
</table>

   c. Conversion fees for professional positions shall be compensated as follows. Professional positions are defined as any position with more than $40,000 in annual base salary per year.

<table>
<thead>
<tr>
<th>Professional</th>
<th>Conversion Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>0 - 30 days worked</td>
<td>20%</td>
</tr>
<tr>
<td>31 - 60 days worked</td>
<td>15%</td>
</tr>
<tr>
<td>61 - 90 days worked</td>
<td>12.5%</td>
</tr>
<tr>
<td>91 - 120 days worked</td>
<td>10%</td>
</tr>
<tr>
<td>121 - 180 days worked</td>
<td>5%</td>
</tr>
<tr>
<td>Over 180 days worked</td>
<td>0%</td>
</tr>
</tbody>
</table>

New language added to the contract is:

   a. The Conversion fees for nonprofessional positions shall be compensated as follows. Nonprofessional positions are defined as any position with less than $40,000 in annual base salary per year and with no greater than twelve months interruption of service to the State.
### Conversion Fees

Conversion fees for professional positions shall be compensated as follows. Professional positions are defined as any position with more than $40,000 in annual base salary per year and with no greater than twelve months interruption of service to the State. The first year annual salary will be the annual salary that would be paid to the resource by the State during the first year of service exclusive of any benefits or fees paid to the resource.

<table>
<thead>
<tr>
<th>Hours Worked</th>
<th>0-160 hours</th>
<th>&gt;160-320 hours</th>
<th>&gt;320-480 hours</th>
<th>&gt;480-640 hours</th>
<th>&gt;640-800 hours</th>
<th>&gt;800 hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maximum/not to exceed conversion fee</td>
<td>$3,000</td>
<td>$1,000</td>
<td>$500</td>
<td>$0.00</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Hours Worked</th>
<th>0-160 hours</th>
<th>&gt;160-320 hours</th>
<th>&gt;320-480 hours</th>
<th>&gt;480-640 hours</th>
<th>&gt;640-800 hours</th>
<th>&gt;800 hours</th>
</tr>
</thead>
<tbody>
<tr>
<td>Maximum/not to exceed conversion fee</td>
<td>20.0% of first year annual salary</td>
<td>15.0% of first year annual salary</td>
<td>12.5% of first year annual salary</td>
<td>10.0% of first year annual salary</td>
<td>5.0% of first year annual salary</td>
<td>0.0% of first year annual salary</td>
</tr>
</tbody>
</table>