

Amendment No. 9 to the

**HUMAN RESOURCES, BENEFITS AND PAYROLL ADMINISTRATION SERVICES
CONTRACT BY AND BETWEEN CONVERGYS CUSTOMER MANAGEMENT GROUP INC.,
AND THE STATE OF FLORIDA, DEPARTMENT OF MANAGEMENT SERVICES**

Convergys Customer Management Group Inc., (the "Service Provider") and the Department of Management Services, State of Florida (the "State") (collectively, referred to as the "Parties"), have entered into a contract as of August 21, 2002, for Human Resources, Benefits & Payroll Administration Services, Contract No. ITN#32-973-400Z ("Contract"),

Whereas, The State has requested and the Service Provider agrees to perform system modifications to the People First ("PF") system to enable interconnectivity between PF and the State of Florida, Department of Financial Services ASPIRE project/People Soft FL system ("ASPIRE Project"); and

Whereas, the complete scope and full pricing of the Service Provider's technical and operational support of the ASPIRE Project have not yet been determined or agreed upon by the Parties, however, because of the tight time frame for initiating the ASPIRE Project with the Service Provider, certain activities must proceed while the Parties negotiate a comprehensive Amendment. Although this Amendment is for initial services, under this Amendment, the State is not obligated to contract for and Service Provider is not obligated to perform additional activities related to the ASPIRE Project.

Now therefore, for valuable consideration, the adequacy and receipt of which are hereby acknowledged, the Parties agree to amend the Contract to add the following new services:

- I. Definitions and Acronyms: The following definitions and acronyms are applicable to this Amendment:
1. **Business Requirements Document (BRD)** – This document is used by the State of Florida to capture the requirements for system enhancements/modifications that are required to the People First System.
 2. **Functional Design Document (FDD)** – This document is used by Convergys to provide the technical design and changes that will be made to the People First system. Generally FDDs are the result of a state provided BRD.
 3. **Other Cost Accumulator (OCA)** – Further extension of an agencies accounting structure. This is primarily used by DOH, DCF and APD.
 - o **Aspire Description of OCA:** OCA is used by the agencies to represent concepts that may be unique to that agency. Frequently it is used as an interface point to business and shadow systems.
 4. **Time Reporting Code (TRC)** – TRC is the Aspire equivalent of a Charge Object. TRCs are a cost accounting values used to redistribute payroll based on time worked on given Projects and Grants.
 5. **Interface** - A file transferring data between People First and other state IT systems.

II. **Services and deliverables supporting the ASPIRE Project:** The State has requested and the Service Provider agrees to provide the following services and deliverables that will support the anticipated ASPIRE Project (sub-sections 1-8 below are collectively referred to as “Initial Services”):

1. Convergys will deliver an estimate of the costs for the information technology and another for the operations components of the project and a work plan identifying key milestones to integrate ASPIRE into People First.

2. Initiate discovery on the PF Human Resources and Organizational Management modules.

Screens reviewed for future revision include: Position Funding, Budget Entity, State Org Financial Data, OCA Table, Alternate FLAIR Account Code, Organizational Work Assignment and PAR.

Initiate discovery includes:

- BRD review and initial scope definition.
- State Interface discovery meetings.
- Deliverables from meeting to include agendas, meeting minutes and clarification documents (i.e. emails, tables, etc.).
- Convergys design sessions for future FDD creation.

3. Initiate discovery of Payroll File 001. Initiate discovery includes:

- BRD review and initial scope definition.
- State Interface discovery meetings.
- Deliverables from meeting to include agendas, meeting minutes and clarification documents (i.e. emails, tables, etc.).
- Convergys design sessions for future FDD creation.

4. Initiate discovery of all Payroll/Time management screens.

Screens reviewed for future revision include: One-Time Regular Payroll Payment, Recurring Pay Additive and Military Pay, CJIP, Time Entry Approval, Time Entry Approval/Rejection, Supplemental Pay, Awards Payments, Stop/Cancel Payment, Charge Object Maintenance, Maintain Projects/ Accounts/ Sub-Accounts, Assign Org Range to a Charge Object, Assign Position to a Charge Object, Online Reports, Justice Administration Commission and State Court System Time Entry, Time Entry Template, Time Entry and Charge Object drop down box on Time Entry.

Initiate discovery includes:

- BRD review and initial scope definition.
- State Interface discovery meetings.
- Deliverables from meeting to include agendas, meeting minutes and clarification documents (i.e. emails, tables, etc.).
- Convergys design sessions for future FDD creation.

5. Initiate discovery of Time Sheet functionality including Time Sheet screens, paper time sheets and input technology functions.

Initiate discovery includes:

- BRD review and initial scope definition.
- State Interface discovery meetings.
- Deliverables from meeting to include agendas, meeting minutes and clarification documents (i.e. emails, tables, etc.).
- Convergys design sessions for future FDD creation.

6. Initiate discovery on all Salary interfaces.

Interfaces include: Salary Detail L, Salary Detail M, Salary Detail S, Salary Detail O, Salary Detail B, Adjust-B and Adjust-W.

Initiate discovery includes:

- BRD review and initial scope definition.
- State Interface discovery meetings.
- Deliverables from meeting to include agendas, meeting minutes and clarification documents (i.e. emails, tables, etc.).
- Convergys design sessions for future FDD creation.

7. Development and delivery of three initial Interfaces (Conversion, Personnel and Position, and TRC Inbound).

Such Interface development and delivery includes:

- FDD development and completion for three initial interfaces as provided in this Section 7.
- Development and coding of Interfaces.
- Initial quality assurance testing.
- Delivery of Interfaces to ASPIRE for integration testing.

8. Initiate development of one additional Interface (TRC Outbound).

Initiate development includes:

- FDD development and completion for one additional Interface as provided in this Section 8.
- Initial development and coding of Interface.

III. **Fees.** The State has appropriated funding in the amount of \$350,000.00 for the Initial Services. Subject to Sections 3.5 and 4.6 of the Contract, the Service Provider will be paid by the State \$350,000.00 upon completion and acceptance of all Initial Services described herein. This payment may be after the expiration date of this Amendment 9. The Service Provider will provide the Initial Services described herein at a cost of \$350,000.00. The invoice for payment for services shall be submitted in detail sufficient for a proper pre-audit and post-audit.

IV. **Annual Appropriations.** In accordance with Section 9.2 of the Contract, if for any reason the State Legislature fails to appropriate funds for the Initial Services or for the anticipated ASPIRE Project, then the Service Provider will not be obligated to provide Initial Services or additional ASPIRE Project services beyond such date that such funds cease to be appropriated.

V. **Term.** Service Provider will provide the Initial Services beginning on September 1, 2006 ("Effective Date"), through November 30, 2006, unless the Contract, or this Amendment 9, is terminated or extended as provided in the Contract. The Parties may mutually agree in writing to extend the term of this Amendment 9 for Initial Services. The Parties anticipate that a new amendment will need to be mutually agreed upon that will set forth the complete scope and full pricing for any remaining modifications to enable interconnectivity between PF and the State of Florida, Department of Financial Services ASPIRE Project.

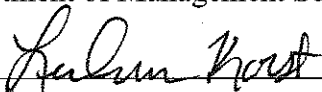
Except as otherwise specifically provided herein, all other terms and conditions of the Contract remain unchanged. This Amendment No. 9 shall constitute an integral part of the Contract following its execution and delivery.

This Amendment shall be executed in duplicate, each duplicate copy of this Amendment shall be treated as an original, and facsimile signatures are acceptable as originals signatures.

IN WITNESS WHEREOF, each of the Parties has caused this Amendment No. 9 to be executed by its duly authorized representative signifying the Parties' agreement to the terms.

Accepted:

Department of Management Services

By: 

Name: LeAnn Korst

Title: Deputy Secretary

Date: 11/17/06

Convergys Customer Management Group Inc.

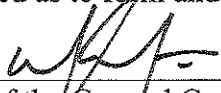
By: 

Name: John Gibson

Title: SVP of Operations, Employee Care

Date: 11-10-06

Approved as to form and legality.


Office of the General Counsel
Department of Management Services

M F MINNO
Date: 11/15/06