

Amendment No. 5 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") have entered into a contract as of August 21, 2002, for Human Resources, Benefits and Payroll Administration Service, ITN No. 32-973-400-Z ("Contract"), for the purpose of providing an enterprise-wide suite of service to manage human capital all in accordance with and pursuant to the terms and conditions of the Contract; and,

Section 2.3 Services, Activities and Tasks – Global Services – Global Activities of the Contract originally provided that the Service Provider will deploy a Virtual Center of Excellence (i.e., expert human capital knowledge) for a not to exceed total of 8,300 consulting hours over the term of the Contract to oversee program design and ensure exploration and reasonable consideration of best practices in Service delivery; and,

Section 2.3 Services, Activities and Tasks – Global Services – Global Activities of the Contract was amended on July 31, 2003, to permit the Service Provider to use no more than 2,715 hours of the 8,300 Virtual Center of Excellence hours allowed to the State, the monetary equivalent of which was to be used by the Service Provider to compensate BAE SYSTEMS Analytical Solutions, Inc. for performing independent User Acceptance Testing and other implementation consulting services; and,

On December 18, 2003, the Service Provider re-credited the Virtual Center of Excellence with 2,330 consulting hours bringing the remaining balance to 7,463 consulting hours; and,

Section 2.3 Services, Activities and Tasks – Global Services – Global Activities of the Contract was amended on December 18, 2003, to permit the Service Provider to use no more than 2,330 hours of the remaining 7,463 Virtual Center of Excellence hours allowed to the State, the monetary equivalent of which was to be used by the Service Provider to compensate BAE SYSTEMS Analytical Solutions, Inc. for performing independent User Acceptance Testing and other implementation consulting services; and,

Section 2.3 Services, Activities and Tasks – Global Services – Global Activities of the Contract was amended on January 29, 2004, to permit the Service Provider to use no more than 4,375 hours of the remaining 5,133 Virtual Center of Excellence hours allowed to the State, the monetary equivalent of which was to be used by the Service Provider to compensate BAE SYSTEMS Analytical Solutions, Inc. for performing independent User Acceptance Testing and other implementation consulting services; and,

There are 758 Virtual Center of Excellence hours remaining in the Virtual Center of Excellence and the parties have determined that a need presently exists to draw upon the expertise of the Virtual Center of Excellence.

Now, therefore, for valuable consideration, the adequacy and receipt of which are hereby acknowledged, the parties agree to amend the Contract as follows:

1. Section 2.3 Services, Activities and Tasks – Global Services – Global Activities of the Contract, page 9, first row, as amended, is hereby replaced in its entirety with:

Deploy a Virtual Center of Excellence (i.e. expert human capital knowledge) for a not to exceed total of 758 consulting hours over the Contract to oversee program design and ensure exploration and reasonable consideration of best practices in Service delivery.

State hereby authorizes Service Provider to use the remaining balance of Virtual Center of Excellence consulting hours allowed to State, the monetary equivalent of which is to be used by the Service Provider to compensate a third party provider for performing independent User Acceptance Testing and other implementation consulting services for the Contract's Human Resource and Payroll Preparation Deliverables under separate contract with the Department.

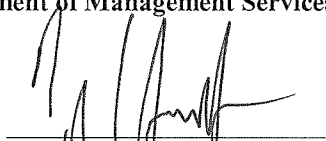
2. The Service Provider hereby expressly agrees to compensate the third party provider for testing and consulting services for the Contract's Human Resource and Payroll Preparation deliverables. Notwithstanding this obligation to pay the third party provider, the Department shall have the sole right to direct the third party provider's testing and consulting activities. Such services are detailed in a contract between the Department and the third party provider, which is attached as Exhibit 1. For purposes of this agreement between the Department and the Service Provider, the work provided by the third party provider for the work detailed in Exhibit 1 will be performed as detailed in the attached Exhibit 2.

3. The value of the 758 drawn hours shall be \$151,600.00

All other terms and conditions of the Contract remain in full force and effect and apply to this Contract unless specifically modified above.

In witness whereof the parties hereto have executed this Amendment effective on the last day executed below.

Department of Management Services

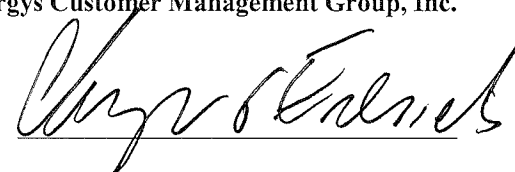
By: 

Name: TAYLOR C. SMITH

Title: DEPUTY SECRETARY

Date: 7-21-04

Convergys Customer Management Group, Inc.

By: 

Name: CHRISTOPHER EMERICH

Title: Vice President, Public Sector Ops

Date: 7/12/04