ADDENDUM

This Addendum is entered into by and between the Office of the Attorney General ("the State") and the entity designated as "Contractor", below.

The purpose of this Addendum is to modify, delete, or amend certain terms and conditions set forth in the attached Form Contract prepared by Contractor (the "Form Contract"). This Addendum and the Form Contract are incorporated into each other and, when read together, shall constitute one integrated document. Any inconsistency, conflict, or ambiguity between this Addendum and the Form Contract shall be resolved by giving precedence and effect to this Addendum.

Contractor Name: Yoh Services, LLC

Contractor Address: 1818 Market Street
Philadelphia, PA 19103-3672

Title of Form Contract: Agreement for Supplying Professional Contractors

1. Form Contract/Duties of Contractor.
Attached Form Contract consists of nine (9) pages without terms on both sides.

2. Term.
Contract term begins on May 7, 2007 and ends June 29, 2007.

3. Consideration.
Contractor shall be paid sixty-five dollars ($65.00) per hour. Total consideration for term of the Contract Form Contract is nineteen thousand five hundred dollars ($19,500.00).

By mutual agreement of the parties, the following terms and conditions are deleted from the Form Contract:

A. Any provision requiring the State of Indiana to provide insurance
B. Any provision requiring the State of Indiana to provide indemnity
C. Any provision providing that the Contract be construed in accordance with laws other than those of the State of Indiana
D. Any provision providing that suit be brought in any state other than Indiana
E. Any provision providing for resolution of contract disputes
F. Any provision requiring the State of Indiana to pay any taxes
G. Any provision requiring the State of Indiana to pay penalties, liquidated damages, interest or attorney's fees or requiring the State to pay within less than thirty-five (35) days
H. Any provision modifying the statute of limitations provided by Indiana statute.
I. Any provision relating to the time within which a claim must be made.
J. Any provision requiring payment of consideration in advance unless authorized by an exception listed in IC 4-13-2-20
K. Any provision limiting disclosure of the contract in violation of the Access to Public Records Act, IC 5-14-3-3.5
L. Any provision giving the Form Contract precedence over this Addendum

The following terms and conditions are incorporated into and made a part of the Form Contract:

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.

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 or other personal information 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) or personal information (as defined in IC 4-1-11-3) 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.

12. 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.

13. 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 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, and the Contractor shall make no claim within ten (10)

working days following notification in writing by either party of the existence of a dispute, then the following procedure shall apply:

1. The parties agree to resolve such matters through submission 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, or otherwise the dispute may be submitted to an Indiana court of competent jurisdiction.

2. 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.

14. 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.

15. Employment Option.

The State has determined that it may be in the State's best interest to hire an employee of the Contractor. Should this occur, the Contractor will release the selected employee from any non-compete agreements that may be in effect or any other binding employment arrangements, including but not limited to, any Contractor-employee agreements that employee or new employer shall pay a fee to Contractor for release of the employee. This release will be at no cost to the State or the employee.

16. 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.

17. 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 the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

18. 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.

19. 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.

20. 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.

21. 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.

22. 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 a additional insured on a primary, non-contributory basis for any liability arising directly 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 not 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.

23. 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.

24. 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.

25. Nondiscrimination.

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.

26. 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:
Office of the Attorney General
Attn: Martin Durand
302 W. Washington St., IGCS-5th Floor
Indianapolis, IN 46204

B. Notices to the Contractor shall be sent to:
Yoh Services, LLC
1818 Market Street
Philadelphia, PA 19103-3672

27. Order of Precedence.

Any inconsistency or ambiguity between this Addendum and the Form Contract shall be resolved by giving precedence to this Addendum.

28. Payments.

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.

29. 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.

30. 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.

31. 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.

32. 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 five (5) 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.

33. 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.

34. 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 of 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

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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 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 Addendum and the Form Contract other than that which appears upon the face hereof.

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

Yoh Services, LLC:

By: Charles O Jones
Printed Name: CHARLES O JONES
Title: Regional President
Date: 3-18-07

(Where Applicable)

Attested By: _____

Office of the Attorney General:

By: Brent E. Eurbey
Printed Name: Brent E. Eurbey
Title: Chief Counsel
Date: 3-27-07

Indiana Office of Technology

Gerry Weaver, Chief Information Officer

Date: 29-Mar-2007

Department of Administration Commission

Carrie Henderson, Commissioner

Date: 3-29-07

State Budget Agency

Charles E. Sonalliol, Director

Date: 4-2-07

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

Stephen Carter, Attorney General

Date: APRIL 9, 2007

Yoh
Know greater talent.

AGREEMENT FOR SUPPLYING PROFESSIONAL CONTRACTORS

This is an agreement ("Agreement") made as of the 15th day of March, 2007, between Yoh Services LLC, which has its principal offices at 1818 Market Street, Philadelphia, PA 19103-3672 ("Yoh") and Office of the Attorney General, which has offices at 302 West Washington Street, Indianapolis, IN 46204 ("Client").

1. STATEMENT OF WORK

Client has requested that Yoh supply professional contractors to Client on a temporary basis to supplement Client's own work force. Yoh will supply to Client such professional contractors as Client may from time to time request, to work under Client's direction, control and supervision.

2. THE PROFESSIONAL CONTRACTORS

Except as stated in Section 5 below, Yoh is the employer of all the persons that Yoh sends to supplement Client's work force (hereafter called "Professional Contractor(s)"). Yoh will pay the wages of Professional Contractors and reimburse Professional Contractors for any Client approved out-of-pocket expenses, which shall be billed to Client at cost.

Yoh will only send persons to work at Client's premises who have been approved by Client for the assignment – either as a result of Client having personally interviewed them, as a result of Client having reviewed their resumes, or on some other basis upon which Client and Yoh will agree. For each such person, Yoh will send to Client a confirming letter that will contain the hourly billing rates that Yoh has agreed to accept and which Client has agreed to pay for each of these persons. Exhibit A is a sample of such a confirming letter. All overtime will be billed to Client and paid to Yoh accordance with applicable federal, state, and local laws.

Yoh and Client acknowledge and agree that, with respect to Professional Contractors provided for assignments with Client, Yoh shall conduct those background and other checks as specifically requested by Client in writing. Client will reimburse Yoh for such background checks at cost. Notwithstanding any prior statements by Yoh to the contrary, in the event no background or other checks are requested in writing, Yoh will not have any obligation or duty to conduct background or other checks on Professional Contractors provided for assignment.

Yoh is responsible for assigning to Client Professional Contractors with the skills and abilities Client specifies. Yoh is not Client's legal partner, co-venturer, principal, agent, insurer or representative. Neither Yoh nor any Professional Contractors have any claim to Client's revenues related to their work. Client is solely responsible for meeting Client's goals for profits, costs, production and scheduling. Professional Contractors have no authority to bind Yoh legally.

If Client directly or indirectly hires an individual that Yoh introduced to Client during the assignment process, then it is agreed that the terms and conditions of Yoh's Direct Placement Staffing Services Agreement shall apply, unless Yoh and Client agree in writing to other direct placement terms and conditions.

3. GUARANTEE

Client has the right at all times for any legal reason to end the assignment of any Professional Contractor Yoh sends to Client. Furthermore, if Client becomes dissatisfied with the performance of any of the Professional Contractors during the first five (5) workdays of their assignment to Client, Client may cancel their assignment by contacting Yoh within the timeframe and telling Yoh that Client is dissatisfied. Yoh will not bill Client for the time spent by such Professional Contractor. If Client keeps a Professional Contractor on assignment for more than five (5) workdays, it is agreed that the Professional Contractor's performance is deemed to be satisfactory, and Client will pay the invoices for all hours worked by such Professional Contractor. However, if Yoh removes any Professional Contractor from an assignment at Client's direction Yoh may, nonetheless, refuse to assign replacement Professional Contractors or assign other Professional Contractors. It is understood and agreed that this paragraph sets forth Client's exclusive remedy for unsatisfactory performance by Yoh's Professional Contractors, including any claim that the work produced by Yoh's Professional Contractor was unsatisfactory.

4. YOH'S RESPONSIBILITIES

It is mutually agreed that any of Yoh's employees performing services under this Agreement shall remain employees of Yoh and Yoh will be solely responsible for recruiting, interviewing, assessing the qualifications and suitability of Professional Contractor for assignments with Client, hiring, disciplining and terminating its employees. Yoh's employees shall neither become employees of Client nor be entitled to any rights, benefits or privileges of Client's employees. As the employer, Yoh will:

(a) maintain all necessary personnel and payroll records for its employees assigned to Client;

(b) compute its employees' wages and withhold applicable Federal, State, and local taxes and Federal Social Security payments;

(c) remit employee withholdings to the proper governmental authorities and make employer contributions for Federal FICA and Federal and State unemployment insurance payments;

(d) pay net wages and fringe benefits, if any, directly to its employees;

(e) provide for liability, fidelity, and Workers' Compensation insurance coverage; and

(f) handle employee work-related claims and complaints.

Yoh is responsible for ensuring that the work of its Professional Contractors is consistent with Client's pertinent safety regulations and all other reasonable health, safety, environmental, and behavioral requirements. Yoh shall ensure that its Professional Contractors adhere to the provisions of this Agreement and that they have the requisite knowledge, training, and ability to perform work under this Agreement competently and in accordance with applicable laws, regulations, and Client's company policies.

Yoh is not undertaking to provide Client with a specific design, engineering or system concept or solution to a particular problem. Accordingly, Yoh does not warrant or guarantee that the

Professional Contractors will produce a technical solution to Client's particular problem or need. Rather, the Professional Contractors are provided to augment Client's existing technical capabilities to perform such technical services as Client may direct.

5. SUBCONTRACTING

Yoh, at its discretion, may subcontract assignments under this Agreement. Client will approve Subcontractor's employees as outlined in Section 2 "The Professional Contractors." Subcontractors will be the employer of all persons it assigns and Subcontractor will complete the employer obligations as outlined in Section 4 "Yoh's Responsibilities." All relevant provisions of this Agreement, including but not limited to indemnification and insurance provisions, will be a part of any agreement that Yoh enters into with Subcontractor.

6. DISCLAIMER OF LIABILITY

Yoh expressly disclaims liability for any claim, loss or liability of any kind resulting from:

a) Client's failure to adequately supervise or control Professional Contractors or safeguard Client's premises, processes or systems; or without Yoh's express prior written approval, entrusting Professional Contractors with unattended premises, cash, checks, keys, credit cards, merchandise, confidential or trade secret information, negotiable instruments or other valuables.

b) Client requesting or permitting Professional Contractors to use any motorized vehicle, including but not limited to automobiles, trucks and fork lifts, regardless of ownership, in connection with the performance of services for Client unless Yoh has given its prior approval in writing.

c) Claims by Professional Contractors for benefits, compensation, damages, contributions or penalties under any employee benefit plans sponsored and maintained by Client, whether or not Client's plans exclude Professional Contractors from coverage, to the extent that such claims were due to Yoh or Professional Contractors reasonably acting on representations or direction by Client, Client's employees or Client's written corporate plans, policies and procedures. Yoh further agrees to require each of its employees to execute a document waiving the rights to any such benefits.

d) Promises of increased compensation or benefits made by Client to Professional Contractors.

e) Claims by any person relating to Client's product or service.

f) Client assigning Professional Contractors to duties different from their original duties or Client making substantial changes to Professional Contractor's job duties or risks without Yoh's prior written approval.

g) Claims by any person based on allegations that Client's business activities damaged the environment.

h) The conduct of Client's officers, employees and agents.

i) Failure by Client to provide Professional Contractors with a safe work site or to provide information, training and safety equipment with respect to any hazardous substances or conditions to which Professional Contractors may be exposed at the worksite, whether or not required by law.

j) A violation or breach by Client of any law, statute or regulation.

7. CLAIM RESPONSIBILITY

Yoh will assume responsibility for all claims, losses, liabilities, damages and expenses arising out of (i) bodily injury (including death) or property damage to the extent such injury (including death) or property damage occur as a result of the negligent acts or willful misconduct of the Professional Contractors while the Professional Contractors are working on Client's premises under this Agreement; and (ii) the violation of any third party's trade secrets, proprietary information, trademark, copyright, or patent rights by Professional Contractor in connection with the performance of this Agreement. Yoh will not take responsibility for claims resulting from the work product, except for item (ii) above, or from Client's instructions to Yoh's Professional Contractors.

Notwithstanding anything to the contrary in this Agreement: i) neither Client nor Yoh nor any of their respective employees, officers, affiliates, insurers or contractors, shall be liable to the other party hereto (including any of their respective affiliates) for any consequential, incidental or indirect damages ("Damages"); and ii) Yoh's total liability in connection with this Agreement for any and all damages, claims, losses, costs or expenses ("Claims") shall be limited to the payment of claims from the insurances listed in Section 10. The foregoing release and limitation of liability shall apply whether such Damages or Claims arise or are alleged to arise in contract, tort, including negligence, strict liability or otherwise.

8. BILLING AND PAYMENT

Yoh will send Client an invoice each week for all hours worked by the Professional Contractors during the previous week, plus charges for any other properly billable items. These invoices are payable upon receipt. If Client has not paid Yoh's invoices within thirty (30) days of receipt for three (3) consecutive months, interest may accrue retroactive to the first invoice that was paid late or not paid at all, at the rate of one and one half percent (1.5%) per month. Client will remit payment to:

Yoh Services LLC
Dept. AT 40151
Atlanta, GA 31192-0151

With payment, Client will provide Yoh invoice number, or in the absence of a Yoh invoice number, Professional Contractor full name, week ending worked and dollar amount. In the event that Client defaults in its obligation to pay Yoh's invoices, Client agrees to pay all reasonable attorney and/or collection fees in obtaining payment of the debt.

Client shall, in addition to the payments required hereunder, pay all applicable sales, use, transfer or other taxes, however designated, which are levied or imposed by reason of the services provided under this Agreement; excluding, however, income taxes on income which may be levied against Yoh and employment and related taxes pertaining to the Professional Contractors. All taxes for which Client is liable shall be specifically stated and billed to Client by

Yoh and Yoh shall itemize the components on the invoices. All such taxes shall be collected and remitted to the appropriate state by Yoh. Yoh shall have sole responsibility for the timely payment of all applicable state and local sales and use taxes with respect to all of Client's purchases under this Agreement, except where provided with a Resale certificate, Direct Pay Permit, or other applicable Exemption Certificate by Client.

9. TERMINATION OF THIS AGREEMENT

The term of this Agreement shall commence as of the date first written above, and shall continue in full force and effect until this Agreement is terminated as provided below. Termination of a confirming letter will not terminate this Agreement.

Once this Agreement has been executed, Client and Yoh have agreed that either party can terminate it by giving fifteen (15) days written notice of such termination to the other. Also, Client and Yoh have agreed that either party will have the option to terminate this Agreement immediately if the other materially breaches any of its provisions.

10. INSURANCE

During the term of this Agreement, Yoh will maintain the following insurance coverages:

	Type	Coverage Limits
a.	Standard Workers' Compensation	Statutory
b.	Employer's Liability	$1,000,000
c.	Commercial General Liability	$1,000,000
d.	Comprehensive Automobile Liability	$1,000,000
e.	Excess Umbrella Liability	$1,000,000
f.	Third party Fidelity Bond	$ 250,000

11. CONFIDENTIAL INFORMATION

Yoh recognizes that the Professional Contractors who are assigned to Client's premises may have access to certain information that Client considers proprietary and confidential. Yoh will require each of its Professional Contractors to treat this information as confidential and to agree not to disclose it to any third person.

Proprietary and/or confidential information does not include any of the following:

i. has lawfully been published and has become a part of the public domain other than by the acts or omissions of Yoh or its employees;

ii. has been lawfully furnished or made known to Yoh by third parties (other than those acting directly or indirectly for or on behalf of Client) without restriction as to its disclosure or use; or

iii. was in Yoh's possession at the time Yoh entered into this Agreement and was not acquired by Yoh or its current or former employees directly or indirectly from Client or its employees; or

iv. is released in response to a subpoena, court order or other legal process.

12. WORKS FOR HIRE

All work performed by a Professional Contractor shall be considered work for hire ("Work"), and ownership of the Work and all copyrights, trademarks, patents, proprietary information, trade secrets, intellectual property and other rights are and shall be deemed owned by Client, and not by Professional Contractor or Yoh, both during the performance of the Work and upon completion. To the extent that any portion of the Work may not be considered "work for hire" under applicable law, Yoh shall, and Yoh shall cause each Professional Contractor, to irrevocably assign to Client all of Yoh's and Professional Contractor's right, title and interest in and to such portions of the Work. Yoh grants, and shall cause each Professional Contractor to grant, to Client the right to copy and freely distribute materials produced under this Agreement.

13. SOLICITATION OF EMPLOYEES

During the term of this Agreement and for ninety (90) days after its termination, Client and Yoh agree not to solicit or hire, either directly or indirectly, any of the other's employees. An exception to this prohibition may be agreed to, in writing. For the purposes of this provision, "employee" shall mean any individual that is on either party's payroll during the term of this Agreement and for the ninety (90) day period following removal from such payroll for any reason.

14. STATUTORY INCREASES

If Yoh, as the employer of the Professional Contractors, is mandated by statute or regulation to pay taxes or premiums which are (a) directly related to the employment of the Professional Contractors currently on assignment under this Agreement; and (b) the result of a change in the law after the time that a Professional Contractor was assigned to Client under this Agreement, then Yoh shall notify Client in writing of any increase in the billing rate caused by such mandate. Client will have thirty (30) days after receipt of such notice from Yoh to accept or reject such new billing rate, in writing. If Client rejects the new billing rate, then Yoh shall have the option to immediately terminate the assignment of the affected Professional Contractor without liability to Client.

15. EQUAL EMPLOYMENT OPPORTUNITY

It is Yoh's policy to provide employment, training, compensation, promotion and other conditions of employment without regard to race, color, religion, national origin, sex, marital or veteran status, age, or the presence of a non-job-related disability. Yoh will follow this policy in providing Professional Contractor s to Client under this Agreement.

16. RIGHT TO KNOW LAWS

Except as provided in the next paragraph, Client represents that those persons who Yoh will send to work at Client's premises will not be exposed to any hazardous chemicals (as defined by the OSHA Hazard Communication Standard or any applicable state/local "right to know" law) under normal operating conditions or any foreseeable emergencies.

If this is not presently the case, or if this changes in the future, Client agrees to give Yoh immediate written notification so that Client and Yoh may take any appropriate precautions

required by the OSHA Hazard Communication Standard or any applicable state/local "right to know" law.

17. DISCLOSURE TO FOREIGN PERSONS

Client acknowledges that both the disclosure of "Technical Data" and the provisions of a "Defense Service" related to any item on the "United States Munitions List" to a "Foreign Person" are controlled by the International Traffic in Arms Regulations ("ITAR") under which those terms are defined (22 CFR 120-130). Client warrants and covenants that it will not ask, require or allow any of Yoh's Professional Contractors provided to Client under this Agreement, while performing work for Client or under Client's direction, to disclose Technical Data to, or perform a Defense Service for, a Foreign Person without first informing Yoh of its intention to do so, so that Yoh may obtain requisite licensing or other approval from the U.S. Department of State.

18. GOVERNING LAWS

The laws of the Commonwealth of Pennsylvania shall govern the validity, jurisdiction, and construction of this Agreement and any dispute arising out of or relating to this Agreement, without regard to the principles of conflict laws.

19. WAIVER

The failure of either Client or Yoh to enforce at any time, or from time to time, any provision of this Agreement shall not be construed as a waiver thereof.

20. PUBLIC DISCLOSURES

All media releases, public announcements, and public disclosures by either party relating to this Agreement or the subject matter of this Agreement, including promotional or marketing material, but not including announcements intended solely for internal distribution or disclosures to the extent required to meet legal or regulatory requirements beyond the reasonable control of the disclosing party, shall be coordinated with and approved by the other party prior to release. Notwithstanding the foregoing, Yoh may list Client as a client of Yoh and describe in general terms the services provided by Yoh under this Agreement in proposals, web sites, case studies, and other marketing materials, and Yoh may disclose to third parties testimonials and references provided by Client.

21. AMENDMENT

This Agreement may be amended only by a written agreement between Client and Yoh that expressly amends, terminates or supersedes this Agreement.

22. VALIDITY OF TERMS

If any term or provision of this Agreement shall be held void, illegal, unenforceable or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining portions or provisions of this Agreement shall not be affected thereby.

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23. SURVIVAL

Any respective obligations of Yoh or Client hereunder which by their nature would continue beyond the termination, cancellation or expiration of this Agreement shall survive such termination, cancellation or expiration.

24. ENTIRE AGREEMENT

Notwithstanding any other documents, including Client issued purchase orders, this Agreement constitutes the entire agreement between Client and Yoh and no other understanding that modifies the terms hereof shall be binding unless made in writing and signed by authorized representatives of both Client and Yoh.

Intending to be legally bound, this Agreement is executed by authorized representatives of both parties hereto.

Yoh Services LLC

By: Charles D Jones
(authorized signature)

Name: CHARLES D. JONES

Title: Regional President

Date: 3-18-07

Client

By: _____
(authorized signature)

Name: _____

Title: _____

Date: _____

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Exhibit A
Confirming Letter Example

Date

Contact Person
Title
Company Name
Address
City, State Zip

Subject: Confirming Letter

Dear Ms. Smith:

On behalf of Yoh, I would like to thank you for the opportunity to supply your organization with high impact talent.

This will confirm the assignment of our Professional Contractor(s) to your facility.

Name	Classification	Start Date	Straight Time Billing Rate	Overtime Billing Rate
Bill Jones	Talent	TBD	$XX.YY	$XX.YY

Our standard terms and conditions apply (or the signed terms and conditions dated --/--/-- apply). It is understood and agreed that any and all Professional Contractors assigned to you by Yoh are subject to the direction, control and supervision of your representatives. All overtime will be billed to you and paid to Yoh in accordance with applicable federal, state, and local laws.

Please sign one copy of this letter and return it to our office.

Again, thank you for this opportunity to be of service and to deliver the talent you need. If you have any questions, please contact me.

Sincerely,

John Doe
District Manager

Agreed and accepted by:

_____ _____
Company Name Date

_____ _____
Signature Title