

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: 
Printed Name: Julian M. Bielawski
Title: CEO
Date: 2/10/11

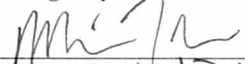
Indiana Office of Technology

Brian Arrowood
Chief Information Officer
Date: _____

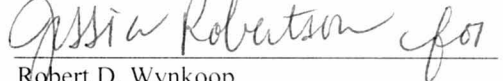
State Budget Agency


Adam Horst
Director
Date: 3/8/11

State of Indiana Agency:

Signature: 
Printed Name: Michiel DuValle
Title: Director
Date: 2/28/11

Department of Administration


Robert D. Wynkoop
Commissioner
Date: 3.3.11

Office of the Attorney General

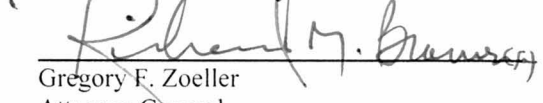

Gregory F. Zoeller
Attorney General
Date: March 10, 2011

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.

Eligibility Assistant – Hourly Rates

Year 1	Year 2	Year 3	Year 4	Year 5	Year 6	Year 7
2/1/11 - 6/30/11	7/1/11 - 6/30/12	7/1/12 - 6/30/13	7/1/13 - 6/30/14	7/1/14 - 6/30/15	7/1/15 - 6/30/16	7/1/16 - 12/26/16
\$13.95	\$13.95	\$14.30	\$14.66	\$15.02	\$15.40	\$15.78

- 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.
 2. Paid Holidays are New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.
 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.).

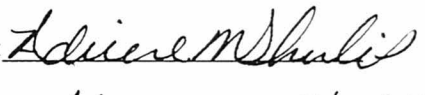
7. Conversion

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: 
 Printed Name: Julianna M. Bielawski
 Title: CEO
 Date: 2/10/11

State of Indiana Agency:

Signature: 
 Printed Name: Adrienne M. Shields
 Title: Deputy Director
 Date: 2/10/11