EXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R10/4-06)

RECEIVED JUL 17 1053 By

Received JUL 20 2009 IDOA Contracts

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.

WALK THRU! 4298 9/4 TG 7:52 GW

1. EDS Number:	2. Date prepared:
C1-6-TLM-09-05	7/16/2009

3. CONTRACTS & LEASES

X Professional/Personal Services	___ Contract for procured Services
___ Grant	___ Maintenance
___ Lease	___ License Agreement
___ Attorney	X Amendment# 11
___ MOU	___ Renewal #
___ QPA	___ Other

FISCAL INFORMATION

4. Account Number:	5. Account Name:
6710-15100.537000	EMPL SECURITY ADM FUND
6. Total amount this action: $3,745,510.00	7. New contract total: 32,246,260.00
8. Revenue generated this action: $0.00	9. Revenue generated total contract: $0.00

10. New total amount for each fiscal year :

Year 2005	$4,500,000.00
Year 2006	$10,800,000.00
Year 2007	$8,600,000.00
Year 2008	$4,500,000.00
Year 2009	$3,846,260.00

TIME PERIOD COVERED IN THIS EDS

11. From (month, day, year):	12. To (month, day, year):
9/6/2005	10/31/2010

13. Method of source selection:
___ Bid/Quotation ___ Emergency ___ Negotiated
X RFP# 5-13 ___ Other *(specify)* ___ Special Procurement

AGENCY INFORMATION

14. Name of agency:	15. Requisition Number:
Dept of Workforce Development	

16. Address: DWD
10 N SENATE AVE RM SE0015
INDIANAPOLIS, IN 46204-2201

AGENCY CONTACT INFORMATION

17. Name:	18. Telephone #:
Greg Gushrowski	317/232-7732

19. E-mail address: ggushrowski@dwd.in.gov

COURIER INFORMATION

20. Name:	21. Telephone #:
Greg Gushrowski	317/232-7732

22. E-mail address: ggushrowski@dwd.in.gov

VENDOR INFORMATION

23 Vendor ID # 0000051544

24. Name:	25. Telephone #:
HAVERSTICK CONSULTING INC	317-218-1734

26. Address: 6270 CORPORATE DR STE 100
INDIANAPOLIS,, IN 46278

27. E-mail address: bryan.orr@haverstickinc.com

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

29. Primary Vendor: M/WBE	30. If yes, list the %:
Minority: ___ Yes X No	Minority: ___ %
Women: ___ Yes X No	Women: ___ %
31 Sub Vendor:M/WBE	32. If yes, list the %:
Minority: X Yes ___ No	Minority: 5.0 %
Women: X Yes ___ No	Women: 5.0 %
33. Is there Renewal Language in the document? ___ Yes X No	34. Is there a "Termination for Convenience" clause in the document? X Yes ___ No

35. Will the attached document involve data processing or telecommunications systems(s)? X Yes IOT or Delegate has signed off on contract

36. Statutory Authority *(Cite applicable Indiana or Federal Codes)*:
X

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

This is Amendment #11 to an existing contract. Amendment #11 defines the Contract End Date as; the last day of the last month listed in Exhibit C, UIM Payment Schedule. The scope of work is being modified to ensure compliance with recently enacted legislation. This amendment date also changes the implementation date to 11/08/09. IDWD released a request for proposal ("RFP") for the Unemployment Insurance Modernization ("UIM") Project. This project is a multi-year initiative to modernize and replace a 17-year-old unemployment insurance ("UI") computer system in order to maximize servies to all customers while streamlining internal IDWD processes.

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

The UIM Steering Committee awarded the UIM Project contract to Haverstick Consulting, Inc. ("Haverstick") and its partners, including Tier Technologies, Inc., Number Six Software, Crew Technical Services and Source. The Haverstick proposal scored equal to or higher than all other proposals in every measurable category. The Haverstick proposal was over $7 million less than the second place bidder.

RECEIVED JUL 21 2009 OAG - ADVISORY

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	42. Budget agency approval	43. Date Approved
	7-16-09		7/21/09
44. Attorney General's Office approval	45. Date Approved	46. Agency representative receiving from AG	47. Date Approved
	7/22/09		

6567-011

Amendment # 11

This Amendment #11 ("Amendment #11") modifies the Unemployment Insurance Modernization Agreement entered into by and between the State of Indiana, acting through the Indiana Department of Workforce Development (the "State") and Haverstick Consulting, Inc. (hereinafter "Haverstick") effective September 6, 2005, as amended in Amendment #1, dated January 25, 2006, as amended in Amendment #2, April 30, 2006, as amended in Amendment #3, dated July 31, 2006, as amended in Amendment #4, dated September 5, 2007, as amended in Amendment #5, dated January 14, 2008, as amended in Amendment #6, dated April 29, 2008; as amended in Amendment #7, dated June 2, 2008; as amended in Amendment #8, dated October 1, 2008; as amended in Amendment #9, dated December 2, 2008; and as amended in Amendment #10, dated January 13, 2009 (collectively referred to herein as the "Agreement.").

WHEREAS, the Agreement requires Haverstick to provide the State with a modernized unemployment insurance system (the "UIM Project");

WHEREAS, the current economic climate has resulted in increased workflow, thereby effectuating difficulties in the implementation of the UIM system;

WHEREAS, it has become necessary to make changes to the scope of the UIM Project to ensure compliance with recently enacted legislation. The Extended Benefits ("EB") and Federal Additional Compensation ("FAC") change request will modify the fund charging process, ensure proper conversion from the old system, and allow for automated payment of the additional weekly benefit;

WHEREAS, it has also become necessary to make changes to the scope of the UIM Project to accommodate delivery of certain functionality. The manual appeal change request will support both standard and manual appeal determinations;

WHEREAS, further delay of deployment beyond the Implementation Date set forth herein will result in incurable and undue hardship to the State;

WHEREAS, the changes being made by this Amendment No. 11 will increase value to the State's customers and employees by providing functionality and services to the State and the State's customers; and

WHEREAS, additional money is required to complete the UIM Project.

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

1. The Agreement is hereby amended to increase the Agreement Price for contractor services from twenty-eight million, five hundred thousand, and seven hundred fifty

dollars ($28,500,750) by an additional three million, seven hundred and forty five thousand, and five hundred and ten dollars ($3,745,510). Therefore, the first two sentences of Section 4.1 of the Agreement, Fees, as modified in Amendment #4 and Amendment #8, are removed in their entirety and replaced with the following:

"Section 4.1, **Fees**. The fees for the Services performed under this Agreement and the SOW are set forth in Exhibit C to this Agreement, UIM Payment Schedule. Remuneration to Haverstick under this Agreement shall not exceed Thirty-two Million, Two Hundred Forty Six Thousand, and Two Hundred and Sixty Dollars ($32,246,260) (the Agreement Price");"

In addition the following payment terms are added:

"Haverstick will receive One Million, Seven Hundred Thousand Dollars ($1,700,000) upon execution of this Amendment. The remaining Two Million, Forty Five Thousand, Five Hundred and Ten Dollars ($2,045,510) will be distributed as follows:

i. Seven Hundred Eighty Four Thousand, One Hundred Thirty Three Dollars ($784,133) will be paid upon completion of development of original requirements of all domains set forth in the SOW, upon completion of development of the Appeals and FAC Change Orders and upon completion of the additional July 2009 Interim Deliverables set forth in Exhibit C, UIM Payment Schedule.
ii. Two Hundred Sixty One Thousand, Three Hundred Seventy Seven Dollars ($261,377) will be paid upon completion of development of the EB Change Orders and upon completion of the additional August 2009 Interim Deliverable set forth in Exhibit C, UIM Payment Schedule.
iii. One Million Dollars ($1,000,000) will be paid on the date of Final Implementation."

2. Haverstick hereby confirms that it has informed all subcontractors of the total remaining funds available for the UIM Project, advised them that all final invoices must be at or below the amended contract price (subject to additional fees as mutually agreed for change orders entered into after the date of this Amendment) and, as necessary, has amended/revised all subcontracts consistent with the terms of the Agreement.

3. The Agreement is hereby amended to define the Contract End Date to be the last day of the Extended Warranty Period.

4. The term "Final Implementation" is hereby defined to mean the completion of all Services, specifically including, but not limited to, defects categorized as critical, major, average or minor, as set forth in the UIM Defect Severity & Priority Definitions, but not including defects categorized as postponed defects.

"Postponed defects" is defined to mean those defects the State determines are within the SOW but are not critical to deployment.

5. Haverstick agrees to a new Implementation Date of November 8, 2009. Therefore, Section 3.1 is amended as follows to reflect this and other changes:

> "Section 3.1 **Delivery**. Haverstick shall deliver, in accordance with the timeline, terms and conditions set forth in this Agreement and the SOW, all those goods or services as set forth in the cumulative project plans prepared by Haverstick in connection with this project, including but not limited to all software object and source code, as set forth in the SOW to be delivered by Haverstick as part of the Services, any and all related Work Product (as defined in Section 8.1) and all materials provided by Haverstick in performance of the Services (the "**Deliverables**") by the dates specified in the SOW. Final Implementation of the UIM System shall occur on or before November 8, 2009 (the "**Implementation Date**"). Any subsequent changes to Exhibit C, "UIM Payment Schedule" shall have no effect on the Implementation Date, unless specifically agreed to and amended by the State."

6. Section 3.2, **Interim Testing and Review**, is amended as follows:

"The State Project Manager and appropriate information technology managers shall review and accept interim Deliverables delivered pursuant to the timeline set forth in Exhibit C, UIM Payment Schedule (the "Interim Deliverables") within fifteen (15) business days after completion of each Interim Deliverable ("Acceptance"). Review and acceptance of such Interim Deliverables shall be completed based upon written procedures mutually agreed upon for each Interim Deliverable no later than sixty (60) calendar days prior to the delivery date for that Interim Deliverable set forth in Exhibit C. If an Interim Deliverable is not delivered to the State pursuant to the timeline set forth in Exhibit C, UIM Payment Schedule, then a One Thousand Dollar ($1,000) per calendar day penalty will be assessed until delivery. If the State does not accept a particular Interim Deliverable within fifteen (15) business days, then the penalty will be increased to Two Thousand Dollars ($2,000) per calendar day until Acceptance of the Interim Deliverable by the State. Any penalties accrued pursuant to this Section will be assessed by the State and withheld from future payments."

7. It is hereby understood and agreed by the parties that Haverstick is responsible for managing the project, revising project plans to identify the tasks to be performed by State employees and fully advising State of the status of those tasks, and ensuring that all deadlines established hereafter are met in accordance with the terms of the Agreement. This project management encompasses any necessary means to ensure that no actions by either Haverstick or State employees will constitute a delay in Final Implementation.

8. The State reserves the right to exercise any remedy available to it under the terms of the Agreement or by law or at equity at any time the State deems necessary or appropriate. The State, by this amendment or any prior course of performance/dealings, has not waived any rights it has under the Agreement, including but not limited to, its rights under section 3.4 for assessment of liquidated damages in the amount of $10,000 per business day for failure to complete Services as set forth in the Agreement; its right under section 9.3 to recover losses under the performance bond if the system is not deployed by the Implementation Date; its rights under section 10 to recover costs; and its rights under section 1.4 to refuse either vendor from assigning the Agreement. No waiver by the State of any breach of any term, covenant or condition shall be deemed a waiver of the same or of any subsequent breach of the same or any other term, covenant, or condition in the Agreement.

9. Haverstick understands that this is a fixed-bid contract and in that regard, DWD is relying on the professional expertise of Haverstick to identify all necessary tasks for the successful deployment of the UIM system. Haverstick assumes the liability for any failure to identify and perform all required functions related to Final Implementation.

10. In order to clarify what is expected upon Final Acceptance, the first paragraph of Section 3.4 is amended to read as follows:

> "Section 3.4 **Final Acceptance**. Upon Final implementation, the State shall be entitled to perform a final acceptance review to determine whether the final Deliverables comply with any and all requirements, specifications and criteria set forth in the SOW and otherwise meet State's reasonable satisfaction (the "**Final Acceptance Review**"). The State Project Manager shall review the final Deliverables within sixty (60) calendar days after the date of Final Implementation. State shall notify Haverstick of acceptance or rejection of the final Deliverables in writing. Payment by State of any fees or other consideration to Haverstick or use of the final Deliverables by State prior to acceptance will not constitute State's acceptance of such final Deliverables. If the final Deliverables, or any portion thereof, fail the Final Acceptance Review and are not accepted by State: (i) within fifteen (15) business days (or such other time period as is mutually agreed upon by the parties) after receipt of State's notice of such failure, Haverstick shall cure all deficiencies, at no additional cost to State; and (ii) within thirty (30) calendar days after such cures have been made, State will review the relevant final Deliverables. If the final Deliverables still fail Final Acceptance Review, Haverstick shall be granted an additional five (5) business days to correct the final Deliverables, at no additional cost to state. If the final Deliverables fail Final Acceptance Review after the second iteration, State may, in its sole discretion: (A) grant Haverstick additional time to cure the outstanding deficiencies at no additional cost to State; or (B) without prejudice to any of State's other rights and remedies under this Agreement or at law or in equity, terminate the SOW (or portion thereof) and this Agreement and (1) return the

rejected final Deliverables to Haverstick, in which case Haverstick shall refund promptly any fees or other consideration paid to Haverstick (if any) for such rejected final Deliverables; or (2) retain the rejected final Deliverables (in which case State's rights, title and interest in the rejected Deliverables shall be the same as if such final Deliverables had been accepted) and pay to Haverstick a lesser value than would have been paid had the final Deliverables been accepted, such lesser value to be mutually agreed upon by the parties."

11. The last two paragraphs of Section 3.4 of the Agreement, as added in Amendment 4, item #3, are hereby removed in their entirety.

12. The first sentence in Section 5.2, **Deliverables**, is amended and should read as follows:

> "Haverstick warrants to State that, for a period of six (6) months following the Final Acceptance (the "Warranty Period"), all Deliverables, including all postponed defects, will function properly and in conformity with such Deliverables' and postponed defects' applicable requirements, specifications, and documentation."

13. Section 10.2 **Termination for Default**, is amended and the following is added after the first sentence:

> "Any Interim Deliverable, as defined in Section 3.2, not delivered pursuant to the delivery date set forth in Exhibit C, "UIM Payment Schedule," will be a material breach of this Agreement."

14. Exhibit A, the "Statement of Work," is amended to reflect the change request to add EB, FAC and the manual appeals to the scope of work.

15. Haverstick agrees to add Craig Bozzelli as the new project lead. In addition, Exhibit B, "Key Personnel", is hereby modified, attached herein and incorporated into this Agreement.

16. Exhibit C, "UIM Payment Schedule" is hereby modified, attached herein and incorporated into this Agreement.

All other matters previously agreed to and set forth in the 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 of perjury, that he/she is the Contractor, or that he/she is the duly 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, 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 Amendment other than that which appears upon the face hereof.

THE REMAINDER OF THIS PAGE IS LEFT BLANK INTENTIONALLY.

In Witness Whereof, Haverstick and the State of Indiana have, through duly authorized representatives, entered into this Amendment. The parties, having read and understanding the foregoing terms of this Amendment do by their respective signatures dated below hereby agree to the terms thereof. This Amendment shall be effective as of the last date written below.

HAVERSTICK CONSULTING, INC.

Howard Bates, President

July 14, 2009
Date

INDIANA DEPARTMENT OF WORKFORCE DEVELOPMENT

Teresa L. Voors, Commissioner

7/16/09
Date

INDIANA DEPARTMENT OF ADMINISTRATION

Mark Everson, Commissioner

7/22/09
Date

STATE BUDGET AGENCY

for
Christopher A Ruhl, Director

7/21/09
Date

INDIANA OFFICE OF TECHNOLOGY

Brian Arrowood for Gerry Weaver

Gerry Weaver,
Chief Information Officer

7/17/09
Date

APPROVED AS TO FORM AND LEGALITY

Gregory F Zoeller
Attorney General

7/22/09
Date

Exhibit C
UIM Payment Schedule
11th Contract Amendment

Month / Interim Deliverable	Interim Deliverable Amount
September 2005	
Initiation	$1,750,000
Monthly Total	**$1,750,000**
November 2005	
QW Project Planning	$127,023
QW CSS HLUC for UI Connect Starting Point	$158,778
QW CSS Descibed LLUC for UI Connect Starting Point	$95,267
QW ESS HLUC for UI Connect Starting Point	$158,778
QW ESS Described LLUC for UI Connect Starting Point	$95,267
Monthly Total	**$635,113**
December 2005	
QW ESS Prototype for UI Connect Starting Point	$187,448
QW CSS Prototype for UI Connect Starting Point	$210,879
Project Office Structure	$70,293
Monthly Total	**$468,620**
January 2006	
QW CSS Login Use Cases for UIM	$57,843
QW CSS Claims Weekly Benefit Use Cases for UIM	$86,765
QW ESS Quarterly Reporting Use Cases for UIM	$173,530
QW Imaging Use Cases	$57,843
QW Workflow Use Cases	$86,765
QW Data Capture On-Site Analysis	$115,687
Monthly Total	**$578,433**
February 2006	
QW CSS Login Development	$87,129
QW CSS UIM Process Flows	$304,953
Remaining QW CSS UIM Use Cases	$130,694
Agent Registration	$217,823
QW Data Capture Detailed System Design	$130,694
Monthly Total	**$871,293**
March 2006	
QW ESS Login (Add, Edit, Delete Accounts) Development	$208,503
QW Workflow Design	$198,574
QW Imaging Design	$198,574
QW Imaging and Workflow Test Cases	$89,358
Core Benefits High Level Use Case Domain Model (Pre Gap)	$148,931
Core Tax High Level Use Case Domain Model (Pre Gap)	$148,931
Monthly Total	**$992,871**

Exhibit C
UIM Payment Schedule
11th Contract Amendment

Month / Interim Deliverable		Interim Deliverable Amount
April 2006		
QW CSS Claimant Registration Development		$89,356
QW ESS Employer Resources Development		$89,356
QW ESS Employer Registration Development		$89,356
QW ESS Agent Registration Development		$89,356
QW ESS Employer Profile Maintenance Development		$89,356
Tax Registration Use Case Artifacts (Post Gap)		$44,679
Tax Registration Storyboards (Post Gap)		$134,034
Tax Profile Maintenance Use Case Artifacts (Post Gap)		$20,106
Tax Profile Maintenance Storyboards (Post Gap)		$60,315
Tax Rating Use Case Artifacts (Post Gap)		$24,573
Tax Rating Storyboards (Post Gap)		$73,719
Initial Detailed Project Plans for Tax, Benefits, and Appeals		$89,356
	Monthly Total	**$893,562**
May 2006		
QW CSS Claim Homepage Development		$70,688
QW CSS UIM to Legacy Conversion Delivery		$44,180
QW ESS File Contribution Reports Development		$70,688
QW ESS File Wage Reports Development		$70,688
QW ESS Submit Payments Development		$70,688
QW ESS View Employer Summary Development		$70,688
QW Imaging and Workflow Use Case Artifacts (Post Gap)		$70,688
QW Imaging and Workflow Storyboards (Post Gap)		$70,688
Appeals High Level Use Case Domain Model (Pre Gap)		$150,213
Benefits Apply for Benefits Storyboards (Post Gap)		$132,543
Domain Charters for Tax, Benefits, and Appeals		$61,852
	Monthly Total	**$883,604**
June 2006		
QW CSS Apply for Benefits Development		$88,467
QW CSS Claim Weekly Benefits Development		$88,467
QW ESS UIM to Legacy Conversion Delivery		$61,247
QW Imaging and Workflow Development 1		$217,765
Appeals Storyboards (Post Gap)		$224,571
	Monthly Total	**$680,517**

Exhibit C
UIM Payment Schedule
11th Contract Amendment

Month / Interim Deliverable	Interim Deliverable Amount
July 2006	
Tax Payments, Quarterly Reporting & Adjustment Use Case Artifacts (Post Gap)	$54,091
Tax Payments, Quarterly Reporting & Adjustment Storyboards (Post Gap)	$87,898
QW Implementation Plan for ESS	$40,568
QW Implementation Plan for CSS	$40,568
QW CSS System Test Scripts (created only)	$54,091
QW ESS System Test Scripts (created only)	$54,091
QW Imaging and Workflow Development 2	$169,034
Benefits Monetary Storyboards (Post Gap)	$87,898
Benefits Apply for Benefits Support Screens Storyboards (Post Gap)	$87,898
Monthly Total	**$676,137**
August 2006	
QW ESS Completed System Testing for Logon	$11,282
QW ESS Completed System Testing for Registration	$11,282
QW ESS Completed System Testing for Maintenance	$11,282
QW ESS Completed System Testing for Employer Summary	$11,282
QW CSS Completed System Testing for Logon	$8,200
QW CSS Completed System Testing for Registration	$8,200
QW CSS Completed System Testing for Maintenance	$8,200
QW Conversion Test Scripts (created only)	$216,450
QW Bridging and Back-Bridging Test Scripts (created only)	$216,450
QW Imaging and Workflow Development 3	$184,075
Benefits Monetary Use Case Artifacts (Post Gap)	$130,800
Monthly Total	**$817,503**
September 2006	
QW DCIW Non-Adjudication System Test Scripts (created only)	$78,250
QW Benefits Master Matrix	$97,812
QW Penalty Master Matrix	$97,812
QW Notice Master Matrix	$97,812
QW Data Capture Final UAT	$65,208
QW ESS Part 1 Data Conversion System Testing	$65,208
Tax Certifications Use Case Artifacts (Post Gap)	$39,125
Tax Certifications Storyboards (Post Gap)	$58,687
Appeals Use Case Artifacts (Post Gap)	$52,167
Monthly Total	**$652,081**

Exhibit C
UIM Payment Schedule
11th Contract Amendment

Month / Interim Deliverable		Interim Deliverable Amount
October 2006		
QW ESS Part 1 Data Bridging and Back-Bridging System Testing		$100,105
QW DCIW Implementation Plan		$61,603
QW DCIW Adjudication System Test Scripts (created only)		$107,806
QW CSS Functional System Testing for Apply for Benefits		$38,502
QW CSS Functional System Testing for File Weekly Claims		$30,802
QW CSS Functional System Testing for Claimant Homepage		$15,400
QW CSS Functional System Testing for Claim Homepage		$15,400
QW Mass Layoff System Test Scripts (created only)		$61,603
Tax Accounting Use Case Artifacts (Post Gap)		$123,206
Tax Accounting Storyboards (Post Gap)		$146,308
Benefits Apply for Benefits Use Case Artifacts (Post Gap)		$69,305
	Monthly Total	**$770,040**
November 2006		
UIU Readiness Assessment Report #1		$46,312
QW ESS Part 1 Deployment		$52,925
QW DCIW Non-Adjudication System Testing		$52,925
QW DCIW Deployment (Non-Adjudication)		$52,925
QW CSS Data Conversion System Testing		$79,388
QW CSS Data Bridging and Back-Bridging System Testing		$66,157
QW CSS Large Scale Employer Separation Development		$79,388
Adjudication Test Data Preparation		$231,548
	Monthly Total	**$661,568**
December 2006		
QW Large Scale Employer Separations System Testing		$33,544
QW CSS Pre-Production Deployment		$100,633
QW Large Scale Employer Separations Pre-Production Deployment		$67,088
Adjudication Data Staging Scripts		$234,810
Adjudication Automated Test Scripts		$234,810
	Monthly Total	**$670,885**
January 2007		
QW CSS Deployment		$75,245
QW ESS Part 2 Functional System Testing		$75,245
QW ESS Part 2 Deployment		$82,770
Tax Collections Use Case Artifacts (Post Gap)		$112,868
Tax Collections Storyboards (Post Gap)		$150,491
Dec-06 Sprint Technical Review		$180,590
Core Project Planning		$75,245
	Monthly Total	**$752,454**

Exhibit C
UIM Payment Schedule
11th Contract Amendment

Month / Interim Deliverable	Interim Deliverable Amount
February 2007	
Adjudication System Testing Round 1	$143,844
Benefits - Perform Employer Charging Post Gap Artifacts	$84,614
Benefits - Claimant Registration and Maintenance Post Gap Artifacts	$84,614
Benefits - Manage Special Programs Post Gap Artifacts	$118,459
Jan-07 Sprint Technical Review	$296,144
Dec-06 to Feb-07 Sprint Test Planning	$118,459
Monthly Total	**$846,134**
March 2007	
Development Training Exercises	$132,312
Benefits - Provide Interface to ICON Post Gap Artifacts	$149,953
Tax - ESS Collections Post Gap Artifacts	$105,849
Feb-07 Sprint Technical Review	$308,728
Dec-06 to Feb-07 Sprint Test Execution	$105,849
Mar-07 Sprint Test Planning	$79,388
Monthly Total	**$882,079**
April 2007	
Benefits - Maintain Benefit Wages Post Gap Artifacts	$77,080
Benefits - Determine Non-Monetary Eligibility Post Gap Artifacts	$77,080
Benefits - Perform Cross Matches Post Gap Artifacts	$77,080
Benefits - Collect Fact Finding Post Gap Artifacts	$77,080
Tax - ESS Registration Post Gap Artifacts	$77,080
Mar-07 Sprint Technical Review	$342,581
Mar-07 Sprint Test Execution	$85,644
Apr-07 Sprint Test Planning	$42,822
Monthly Total	**$856,447**
May 2007	
Benefits - Process Large Scale Employer Separations Post Gap Artifacts	$84,564
Benefits - Claim Weekly Benefit Post Gap Artifacts	$84,564
Adjudication System Testing Round 2	$76,106
Apr-07 Sprint Technical Review	$397,448
Benefits - Perform Employer Charging Functional Test Cases	$33,826
Benefits - Calculate Monetary Eligibility Functional Test Cases	$33,826
Tax - Certification Functional Test Cases	$33,826
Tax - Collections Functional Test Cases	$33,826
Tax - Registration Functional Test Cases	$33,826
Tax - ESS Collections Functional Test Cases	$33,826
Monthly Total	**$845,638**

Exhibit C
UIM Payment Schedule
11th Contract Amendment

Month / Interim Deliverable	Interim Deliverable Amount
June 2007	
Tax - Mergers and Acquisitions Post Gap Artifacts	$87,655
Benefits - Generate Payments and EFT Post Gap Artifacts	$87,655
Benefits - Process Overpayments and Collections Post Gap Artifacts	$87,655
Tax - Field Audit Post Gap Artifacts	$87,655
Tax - Reporting (TPS Reviews) Post Gap Artifacts	$87,655
Tax - Reporting (Perform Data Validation Reviews) Post Gap Artifacts	$87,655
May-07 Sprint Technical Review	$370,099
Benefits - Apply for Benefits Functional Test Cases	$38,958
Benefits - Claimant Registration and Maintenance Functional Test Cases	$38,958
Monthly Total	**$973,945**
July 2007	
Tax - Rating Functional Test Cases	$26,168
Tax - Profile Maintenance Functional Test Cases	$26,168
Tax - ESS Registration Functional Test Cases	$26,168
Appeals - Appeals Table Maintenance Functional Test Cases	$26,168
Appeals - Prepare for Hearing Functional Test Cases	$26,168
Appeals - Appeal Homepage Functional Test Cases	$26,168
Benefits - Provide UI Worker Homepage Post Gap Artifacts	$78,507
Benefits - CSS Part 2 Apply for Benefits Post Gap Artifacts	$78,507
Adjudication System Testing Round 3	$130,843
Jun-07 Sprint Technical Review	$427,421
Monthly Total	**$872,286**
August 2007	
Change PROD00000758	$5,760
Change PROD00000903	$6,960
Change PROD00000915	$5,760
Change PROD00000990	$12,000
Change PROD000001540	$375,000
Change PROD000001876	$1,920
Remainder of Advanced Payment	$342,600
Benefits - CSS Part 2 Claim Weekly Benefits Post Gap Artifacts	$95,430
Benefits - Process Accounting Post Gap Artifacts	$95,430
Benefits - Manage Special Programs Functional Test Cases	$38,172
Benefits - Provide Interface to ICON Functional Test Cases	$38,172
Benefits - Maintain Benefit Wages Functional Test Cases	$38,172
Tax - Reporting - TPS Functional Test Cases	$38,172
Tax - Field Audit Functional Test Cases	$38,172
Tax - Reporting - Data Validation Functional Test Cases	$38,172
Jul-07 Sprint Technical Review	$534,408
Monthly Total	**$1,704,300**

Exhibit C
UIM Payment Schedule
11th Contract Amendment

Month / Interim Deliverable	Interim Deliverable Amount
September 2007	
Benefits - Process Adjustments Post Gap Artifacts	$65,089
Benefits - CSS Part 2 Claimant Homepage Post Gap Artifacts	$65,089
Benefits - CSS Part 2 Claim Homepage Post Gap Artifacts	$65,089
Tax - Reports (Generate Federal Reports) Post Gap Artifacts	$21,696
Appeals - Hearing Official Homepage Functional Test Cases	$21,696
Appeals - Conduct Hearing Functional Test Cases	$21,696
Appeals - Process Post Hearing Information Functional Test Cases	$21,696
Benefits - Determine Non-Monetary Eligibility Functional Test Cases	$21,696
Benefits - Perform Cross Matches Functional Test Cases	$21,696
Tax - Report and Payment Processing Functional Test Cases	$21,696
Tax - Report and Payment Adjustments Functional Test Cases	$21,696
Aug-07 Sprint Technical Review	$354,374
Monthly Total	**$723,209**
October 2007	
Benefits - Produce Federal Reports Post Gap Artifacts	$98,066
Benefits - Collect Fact Finding Functional Test Cases	$21,014
Benefits - Large Scale Employer Separations Functional Test Cases	$21,014
Tax - Mergers and Acquisitions Functional Test Cases	$63,043
Tax - Reporting - Federal Functional Test Cases	$28,019
Appeals - Appeal Reports Functional Test Cases	$35,024
Appeals - Review Board Appeals Process Functional Test Cases	$35,024
Appeals - UI Stats for Appeals Functional Test Cases	$35,024
Sep-07 Sprint Technical Review	$364,252
Monthly Total	**$700,480**
November 2007	
Benefits - Provide Interface to External Systems Post Gap Artifacts	$60,841
Tax - Reports (Generate Management Reports) Post Gap Artifacts	$60,841
Tax - Field Audit (Laptop) Post Gap Artifacts	$60,841
Appeals - Review Board Reports Functional Test Cases	$24,336
Benefits - Claim Weekly Benefit Functional Test Cases	$24,336
Benefits - Generate Payments and EFT Functional Test Cases	$24,336
Benefits - Process Overpayments and Collections Functional Test Cases	$24,336
Oct-07 Sprint Technical Review	$328,543
Monthly Total	**$608,410**

Exhibit C
UIM Payment Schedule
11th Contract Amendment

Month / Interim Deliverable	Interim Deliverable Amount
December 2007	
Benefits - Produce UI Management Reports Post Gap Artifacts	$58,016
Tax - ESS Adjustments Post Gap Artifacts	$58,016
Tax - Workflow Post Gap Artifacts	$58,016
Benefits - Provide UI Worker Homepage Functional Test Cases	$23,206
Benefits - CSS Apply for Benefits Functional Test Cases	$23,206
Tax - Accounting Functional Test Cases	$23,206
Tax - Field Audit Laptop Functional Test Cases	$23,206
Nov-07 Sprint Technical Review	$313,287
Monthly Total	**$580,159**
January 2008	
Benefits - Create Data Validation Post Gap Artifacts	$63,645
Benefits - Provide UI Program Information Post Gap Artifacts	$63,645
Benefits - CSS Claim Weekly Benefits Functional Test Cases	$25,458
Benefits - Process Accounting Functional Test Cases	$25,458
Benefits - Process Adjustments Functional Test Cases	$25,458
Tax - Correspondence Post Gap Analysis - Part 1	$25,458
Tax - ESS Adjustments Functional Test Cases	$25,458
Tax - Reporting - Management Reports Functional Test Cases	$25,458
Tax - Workflow & Interfaces Functional Test Cases	$25,458
Dec-07 Sprint Technical Review	$330,954
Total	**$636,450**
February 2008	
Benefits - CSS Claim Homepage Functional Test Cases	$23,893
Benefits - CSS Claimant Homepage Functional Test Cases	$23,893
Benefits - Produce Federal Reports Functional Test Cases	$23,893
Benefits - Provide Interface to External Systems Functional Test Cases	$23,893
Tax - Correspondence Functional Test Cases Part 1	$23,893
Jan-08 Sprint Technical Review	$477,869
Total	**$597,334**
March 2008	
Benefits - Create Audit and Performance Information Post Gap Artifacts	$54,750
Benefits - Provide UI Program Information Functional Test Cases	$16,425
Benefits - Produce UI Management Reports Functional Test Cases	$16,425
Benefits - Create Data Validation Functional Test Cases	$16,425
Appeals - Affirm System Test Cases	$21,900
Appeals - Reverse an Appeal Decision System Test Cases	$21,900
Tax - Correspondence Post Gap Analysis Part 2	$43,800
Tax - Correspondence Functional Test Cases Part 2	$16,425
Feb-08 Sprint Technical Review	$339,454
Monthly Total	**$547,504**

Exhibit C
UIM Payment Schedule
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Month / Interim Deliverable	Interim Deliverable Amount
April 2008	
Benefits - Produce UI Statistics Post Gap Analysis	$43,865
Benefits - Create Audit and Performance Information Functional Test Cases	$16,449
Appeals - Reverse and Modify System Test Cases	$16,449
Appeals - Hearing within a Hearing System Test Cases	$16,449
Appeals - Render a Benefit Appeal Decision System Test Cases	$16,449
Appeals - Reverse a Benefit Decision System Test Cases	$16,449
Tax - Registration System Test Cases	$16,449
Tax - Voluntary Payment System Test Cases	$16,449
Tax - FUTA Certification System Test Cases	$16,449
Tax - File Bankruptcy System Test Cases	$16,449
Tax - Change Wages System Test Cases	$16,449
Tax - Field Audit Profile Maintenance System Test Cases	$16,449
Mar-08 Sprint Technical Review	$323,505
Monthly Total	**$548,309**
May 2008	
Benefits - Produce UI Statistics Functional Test Cases	$14,961
Benefits - File a Claim & Establish Monetary System Test Cases	$14,961
Benefits - ICON System Test Cases	$14,961
Benefits - Order and Chaining of Reductions System Test Cases	$14,961
Appeals - Render a Tax Appeal Decision System Test Cases	$14,961
Appeals - Reverse a Tax Decision System Test Cases	$14,961
Tax - Partial Acquisition System Test Cases	$14,961
Tax - Contribution Rpt Adjustment System Test Cases	$14,961
Tax - Receive a Payment System Test Cases	$14,961
Tax - Tax Appeals System Test Cases	$14,961
Tax - Appeal Issue Determination System Test Cases	$14,961
Tax - Collections System Test Cases	$14,961
Apr-08 Sprint Technical Review	$319,177
Monthly Total	**$498,709**

Exhibit C
UIM Payment Schedule
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Month / Interim Deliverable	Interim Deliverable Amount
June 2008	
Benefits - Three Monetaries System Test Cases	$14,961
Benefits - Multi Weeks with Overpayments Adj System Test Cases	$14,961
Benefits - Outside Overpayment System Test Cases	$14,961
Appeals - Labor Dispute System Test Cases	$14,961
Appeals - Remands System Test Cases	$14,961
Appeals - Affirm Review Board System Test Cases	$14,961
Tax - Redeposit Refund Check System Test Cases	$14,961
Tax - Reactivate an Account System Test Cases	$14,961
Tax - Initiate a Blocked Claim System Test Cases	$14,961
Tax - Receive Benefit Overpayment Recoupment System Test Cases	$14,961
May-08 Sprint Technical Review	$349,099
Monthly Total	**$498,709**
July 2008	
Benefits - Interfaces System Test Cases	$14,646
Benefits - Cross Type/Benefit Year with TRA System Test Cases	$14,646
Benefits - Large Scale Employer Separations System Test Cases	$14,646
Benefits - Claim Montage System Test Cases	$14,646
Tax - Acquisition and Disposition System Test Cases	$14,646
Tax - Rating System Test Cases	$14,646
Tax - IWT System Test Cases	$14,646
Change PROD00045601 - Tax Collections Modifications	$100,750
Jun-08 Sprint Technical Review	$385,687
Monthly Total	**$588,959**
August 2008	
Jul-08 Sprint Technical Review	$478,444
Monthly Total	**$478,444**
September 2008	
Aug-08 Sprint Technical Review	$478,444
Monthly Total	**$478,444**
October 2008	
Sep-08 Test Support Sprint Review	$331,642
Automated Functional Testing Results	$135,459
Monthly Total	**$467,101**
November 2008	
Oct-08 Test Support Sprint Review	$278,257
Automated Functional Testing Results	$125,664
Code Quality Enhancement Review	$44,880
Monthly Total	**$448,801**

Exhibit C
UIM Payment Schedule
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Month / Interim Deliverable	Interim Deliverable Amount
December 2008	
Nov-08 Test Support Sprint Review	$269,521
Automated Functional Testing Results	$94,697
Monthly Total	**$364,218**
January 2009	
Monthly Total	**$0**
February 2009	
Monthly Total	**$0**
March 2009	
Monthly Total	**$0**
April 2009	
Dec-08 Develpment Sprint Review	
Dec-08 Automated Functional Testing Results	
Jan-09 Development Sprint Review	
Jan-09 Automated Functional Testing Results	
Feb-09 Development Sprint Review	
Feb-09 Automated Functional Testing Results	
Mar-09 Development Sprint Review	
Mar-09 Automated Functional Testing Results	
April 6 Phase 1 and Phase 2 Deployment	
Monthly Total	**$1,700,000**
May 2009	
Security Mapping to Screens and Roles Set-Up for all Domains	
Monthly Total	**$0**
June 2009	
Monthly Total	**$0**

Exhibit C
UIM Payment Schedule
11th Contract Amendment

Month / Interim Deliverable		Interim Deliverable Amount
July 2009		
Automated Functional Testing Results		
Change Request PROD00068289 Appeals		
Change Request PROD00068284 FAC Development Complete		
Development of original requirements		
Benefits - Complete on 6/15/09		
Tax - Complete on 6/15/09		
Reconcile tax work types vs. IWF - Complete 05/08/09		
Security Development - Complete 6/15/09		
	Monthly Total	**$784,133**
August 2009		
Change Request PROD00068284 EB Development Complete		
Automated Functional Testing Results		
	Monthly Total	**$261,377**
September 2009		
Automated Functional Testing Results		
Deployment Plan		
	Monthly Total	**$0**
October 2009		
Automated Functional Testing Results		
	Monthly Total	**$0**
November 2009		
Environment/Architecture Management - Tech Transfer Plan 10/15/09		
Conversion of Data to Uplink - Complete on 11/8/09		
Deployment to Production - Complete on 11/8/09		
Delivery of Final Project documents to DWD		
	Monthly Total	**$1,000,000**
December 2009		
Warranty Period		$0
	Monthly Total	**$0**
January 2010		
Warranty Period		$0
	Monthly Total	**$0**
February 2010		
Warranty Period		$0
	Monthly Total	**$0**

Exhibit C
UIM Payment Schedule
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Month / Interim Deliverable	Interim Deliverable Amount
March 2010	
Warranty Period	$0
Monthly Total	**$0**
April 2010	
Warranty Period	$0
Monthly Total	**$0**
May 2010	
Partial Warranty Period	$0
Monthly Total	**$0**
June 2010	
Partial Warranty Period	$0
Monthly Total	**$0**
July 2010	
Partial Warranty Period	$0
Monthly Total	**$0**
August 2010	
Partial Warranty Period	$0
Monthly Total	**$0**
September 2010	
Partial Warranty Period	$0
Monthly Total	**$0**
October 2010	
Partial Warranty Period	$0
Monthly Total	**$0**

Total **$32,246,260**

REVISED EXHIBIT B
KEY PERSONNEL
07/09/2009 - 11TH AMENDMENT

Original	Changes	Current
Tier One		
Tim Peterson		Lynette Stern
Bob Hunchberger	Left 7/31/2006	See Below [T1-1]
Dmitri Ilkaev	Left 11/2006	
John Hanna		John Hanna
Robin Doughty	Resigned 5/08/09	Craig Bozzelli
Kurt Crowley	Resigned 1/30/2008	Srini Madala
Tier Two		
Alan Samuels		Alan Samuels
Lee Carter		Lee Carter
Steve Thompson	Unavailable	~~Brian Long~~ [T2-1]
Brian Long	Resigned 12/14/2007	Bruce Biddle and ~~Mary Blankemeier~~ [T2-2]
Mary Blankemeier	Resigned 4/15/2008	~~Steve Keizer~~ [T2-3]
Steve Keizer	Resigned 6/20/2008	Responsibilities transferred to existing project resource
Joanne Loughney-Finstad		
Tier Three		
Gary Vincent	Resigned 10/19/2007	~~Brian Long~~ [T3-1]
Brian Long	Resigned 12/14/2007	~~Mary Blankemeier~~ [T3-2]
Mary Blankemeier	Resigned 4/15/2008	~~Steve Keizer~~ [T3-3]
Steve Keizer	Resigned 6/30/2008	Responsibilities transferred to existing project resources
Nick Eaton	Resigned 5/17/2007	Bruce Biddle
Dave Greene	Resigned 5/26/2006	~~Mike Hobson~~ [T3-4]
Mike Hobson	Resigned 9/10/2008	Jennifer Yoon
Jim Obermaier	Unavailable	
Terri Kershner	Accepted Promotion	
Joe Corey	Unavailable	

Tier One Notes:
[T1-1] The Rational suite of tools have been installed and configured for the project. The vendor will schedule two periodic assessments at no additional cost to DWD to ensure the project adheres to the Rational methodology.

Tier Two Notes:
[T2-1] Brian Long resigned and is replaced by Bruce Biddle for Tax Conversion and Mark Blankemeier for Benefits/Appeals Conversion.
[T2-2] Mary Blankemeier resigned and is replaced by Steve Keizer for Benefits/Appeals Conversion.
[T2-3] Steve Keizer's Benefits/Appeals Conversion responsibilities have been transferred to Bruce Biddle.

Tier Three Notes:
[T3-1] Brian Long resigned and is replaced by Mary Blankemeier for Benefits/Appeals Domain Project Administration.
[T3-2] Mary Blankemeier resigned and is replaced by Steve Keizer for Benefits/Appeals Domain Project Administration.
[T3-3] Steve Keizer's Benefits/Appeals Domain Project Administration responsibilities have been transferred to Robin Everman and Mike Hobson.
[T3-4] Mike Hobson resigned and his responsibilities have been transferred to Jennifer Yoon.