

**CONTRACT No.: DMS-14/15-011
BETWEEN
FLORIDA DEPARTMENT OF MANAGEMENT SERVICES
AND
NORTHGATEARINSO, INC.**

AMENDMENT NO.: 4

This Amendment to Contract No.: DMS-14/15-011 (the "Contract") is by and between the State of Florida acting through the Florida Department of Management Services (the "Department") and NorthgateArinso, Inc. (the "Service Provider") and collectively known as the "Parties".

WHEREAS, advancements in telephone technology require the updating and replacement of the telephony system used in NGA Service Centers with a cloud-based system; and,

WHEREAS, the Service Provider has procured a new vendor to provide these new telephony system and services.

THEREFORE, the Parties agree to amend the Contract as follows:

1. **Approved Subcontractor.** By this instrument the Department approves Genesys Europe B.V. and its Affiliates ("Genesys") as a Subcontractor pursuant to Section 10.31 of the Contract. Service Provider confirms and agrees that Genesys will be governed by Service Provider according to the terms and conditions of its contract with Genesys, and the Contract. The Department agrees that due to the nature of the technology used by Genesys, the following exceptions to the contractual requirements for Subcontractors are approved:
 - a. The Department agrees that the background check requirements in Section 6.2 of the Contract will not apply to Genesys as long as Genesys adheres to their standard background check policy, as provided to the Department under separate cover in the document titled "US Background Check Statement 20-Aug-19" which may be revised in a manner that will not diminish the security of SOF Production Data. Updates to Genesys' "US Background Check Statement 20-Aug-19" document shall be provided to the Department for approval upon revision.
 - b. The Department agrees that Genesys' data security measures, as provided in Appendix 3 to the NGA and Genesys contract, and standard training on their privacy and security measures are sufficient for the requirements of the Contract as an exception to section 10.31.4 which requires NGA to train the Subcontractor on the Security Plan and include them in the Service Providers security provisions. Updates to Appendix 3 to the NGA and Genesys contract shall be provided to the Department for approval. Appendix C - Subcontractor Affidavit of Compliance will be amended to reflect the changes in this paragraph.
 - c. Amazon Web Services (AWS) is the hosting provider for Genesys' system and data hardware. The Department's preference is for the data center to be located within the State of Florida; however, the Department acknowledges that the AWS business model may result in the People First Data Center being located outside of the State of Florida. Under no circumstances will the Department allow the Service Provider to locate the data center outside the continental United States (U.S.). Under no

circumstances will the Department allow the Service Provider to transmit or store any State of Florida data outside the continental United States (U.S.). The Department understands the Genesys contract with AWS does not allow a tour or audit of the AWS data center(s) for any Genesys' customers. If the Genesys contract with AWS is modified to allow inspection of the AWS data centers, the Department will be allowed to inspect the AWS data center(s) containing State of Florida data.

- d. The Department understands that Genesys does not provide their Business Continuity Plan (BCP) for client review as required by section 3.3(d) of the Contract, as their BCP includes an assessment of outside threats to their systems and their mitigation and response, and that providing this information puts the security of their systems at risk. Instead, Genesys will provide a SOC 2, Type II audit annually, which will include a review of their BCP in the scope of that audit; and, Genesys will confirm to the Service Provider in writing that an annual test has been completed, any deficiencies have been identified, and the remediation of those deficiencies is completed, all of which will satisfy the requirements of the section 3.3(d) of the Contract.

2. **Performance Metric 26 - Organizational Management Processing Timeliness Percentage**. Appendix D - Performance Metrics, Item 26, Organizational Management Processing Timeliness Percentage, is hereby replaced in its entirety with the following:

Performance Metric 26 – Organizational Management Processing Timeliness Percentage

Definition: "Organizational Management Processing Timeliness Percentage" shall mean the number of times the Service Provider resolved organizational management changes for members of the Covered Population divided by the total number of requests.

- (a) "Resolved" is defined as the Ticket has been processed (appropriate action completed) and closed per the established business rules, and the member of the Covered Population has been notified of the resolution.
 1. If the Service Provider has to request (from the requestor) additional information or data necessary to resolve the Ticket, the Service Provider must request the information within one (1) Business Day of the Ticket being opened and place the Ticket in a pending status. The count of Business Days resumes once the additional information is received.
 2. If it is determined by NGA IT that the resolution of the Ticket will involve a system enhancement, then the Ticket should be closed and the member of the Covered Population notified.
 3. If a Ticket is pended, the Ticket shall be resolved and the member of the Covered Population notified of the resolution no more than ten (10) Business Days from the date the Ticket is created.

Standard: Equal to one-hundred percent (=100%) within three (3) Business Days

Data Source(s): hrX Assist

3. **Increase in iContent Storage**. Appendix O – Talent Management System, Item #29.f.(x), is hereby replaced in its entirety with the following:

Ability to house learning materials in a central repository so they can be pulled in to a course delivered via iContent subscription (includes 500 GB of storage).

4. Cost of Mailing Adjustment

Amendment 1, Item 4, to this Contract is hereby deleted. That is, NGA will not provide an invoice credit for certified mail and regular mail cost reduction. In lieu of providing this annual credit, NGA will add a certified mailing for IVWD final notices from the FSA/HSA/HRA Subcontractor.

5. Deliverable Due Date

Appendix B – Deliverables - The due date for Item p, Recorded Calls Audit Log, is hereby changed from “5th of each month” to “5th Business Day of each month.”

6. This Amendment is hereby made a part of this Contract. All other terms and conditions of the Contract shall remain in full force and effect. Except as otherwise expressly set forth herein, the terms and conditions contained in the Contract and subsequent amendments are unchanged. This Amendment sets forth the entire understanding between the Parties with regard to the subject matter hereof. The State of Florida’s performance and obligation to pay under this Contract remains contingent upon an annual appropriation by the Legislature. Nothing contained herein shall be construed to obligate the State of Florida beyond the appropriated amount.

7. This Amendment is effective on the last date signed by all Parties.

SIGNATURE PAGE IMMEDIATELY FOLLOWS

SO AGREED by the Parties' authorized representatives on the dates noted below:

FLORIDA DEPARTMENT OF MANAGEMENT SERVICES



Jonathan Satter, Secretary

10/9/2019

Date

NORTHGATEARINSO, INC.



Signature

Marianne Langlois

Print Name and Title General manager, NA

10/4/2019

Date