

**AMENDMENT NO. 2 TO RESTATED CONTRACT No.: DMS-14/15-011  
BETWEEN  
DEPARTMENT OF MANAGEMENT SERVICES  
AND  
NORTHGATEARINSO, LLC**

This Amendment No. 2 (Amendment) to the Amended and Restated No.: DMS-14/15-011 (Contract), effective as of the date last signed below, is made by and between the Department of Management Services (Department), an agency of the state of Florida (State), located at 4050 Esplanade Way, Tallahassee, Florida 32399, and NORTHGATEARINSO, LLC (Service Provider), located at 810 Hesters Crossing Road, Suite 250, Round Rock, Texas 78681; collectively referred to herein as the "Parties."

**WHEREAS**, the Department, pursuant to the Department's Human Resource Outsourcing Solicitation No. DMS-14/15-011, entered into the Contract effective August 21, 2016;

**WHEREAS**, the Parties amended and restated this Contract, effective December 22, 2020, and subsequently renewed the Amended and Restated Contract through August 20, 2026; and

**WHEREAS**, the Parties wish to amend the Amended and Restated Contract as set forth herein.

**NOW THEREFORE**, in consideration of the mutual promises contained herein and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Parties agree as follows:

1. The terms and conditions of the Amended and Restated Contract are incorporated by reference as if fully re-written herein. Except as expressly amended and supplemented by this Amendment, the terms and conditions of the Amended and Restated Contract will remain in effect unchanged. If and to the extent that any inconsistency may appear between the Amended and Restated Contract and this Amendment, the provisions of this Amendment shall control.
2. Section 6.7(k) is modified to append the following after its existing text:

Additionally, with respect to Human Resource Specialists only, the Service Provider shall ensure that each Human Resource Specialist receives annual training regarding information privacy and security. This training must include content covering the security requirements described in the Contract and content related to cybersecurity, including training that educates the agents on red flags that help identify potential fraudulent callers. The Service Provider shall ensure that each Human Resource Specialist completes this training prior to the Human Resource Specialist having any access to State of Florida data and every year thereafter. The Service Provider shall provide the Department proof of security training, including proof of completion of cybersecurity training, within one Business Day of a request from the Department. The Service Provider shall review the training plan with the Department for comment and refresh the training, as needed, at least annually. If it is determined that an Human Resource Specialist has not completed the required security training, including the cybersecurity or cybersecurity refresher training, the Service Provider shall remove the Human Resource Specialist from the State of Florida account until the training is completed.

3. The following is added as new Section 6.10 to the Contract:

#### 6.10 Data Catalog

The Department, through its Florida Digital Service, is required, pursuant to section 282.0051(3)(a), Florida Statutes, to create and maintain a data catalog of the data elements housed within the enterprise and the legacy system or application in which these data elements are located. The Department may request, and Service Provider shall allow upon reasonable notice, the processing of certain data (including SOF Production Data) by the Department (or at the Department's direction, by Service Provider or a third-party) that is in the possession of Service Provider for the purpose of the creation and maintenance of the foregoing data catalog. Such processing may include the use of automated means or software tools ("Catalog Processing"). After such reasonable notice, Service Provider shall conduct Catalog Processing activities requested and directed by the Department or shall provide, as necessary, monitored and controlled access to the relevant systems and data for Catalog Processing activities by the Department or a third-party. If such access is to be granted to a third-party, the third-party may be required by Service Provider to execute a non-disclosure agreement. Service Provider is not responsible for, and will not suffer or incur, any costs, liabilities, damages, losses, claims, suits, or proceedings of any kind or nature (e.g., those which are relative to breach of data protection or privacy laws, data corruption or loss, breach of confidentiality or breach of Contract) arising from or related to the Department's or the aforementioned third-party's Catalog Processing activities. Accordingly, the Department shall hold harmless, indemnify, and defend Service Provider and its officers, directors and employees, from all liabilities, damages, losses, claims, suits, or proceedings of any kind or nature, including Service Provider's legal fees and costs related to the same, to the extent arising from or related to the Department's or the aforementioned third-party's Catalog Processing activities. Service Provider will not be responsible for any failure or delay of its performance under the Contract that arises from or relates to Catalog Processing activities.

4. Section 10.26, Public Entity Crime, of the Amended and Restated Contract is retitled "Prohibited Vendors" and the following paragraph is added to the end of that section:

In accordance with section 287.137, Florida Statutes, a person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply for any new contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply for a new contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on new leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a new contract with a public entity; and may not transact new business with a public entity. The Service Provider shall promptly notify the Department if it or its suppliers, subcontractors, or consultants under this Contract are placed on such list.

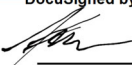

5. The following provision is hereby added to the Amended and Restated Contract as a new Section 10.27.6:

**Inspection of Records.** In accordance with section 216.1366, F.S., the Department is authorized to inspect the: (a) financial records, papers, and documents of the Service Provider that are directly related to the performance of the Contract or the expenditure of state funds; and (b) programmatic records, papers, and documents of the Service Provider which the Department determines are necessary to monitor the performance of the Contract or to ensure

that the terms of the Contract are being met. The Service Provider shall provide such records, papers, and documents requested by the Department within 10 Business Days after the request is made.

**IN WITNESS WHEREOF**, the Parties agree to the terms and conditions of this Amendment and have duly authorized their respective representatives to sign it on the dates indicated below.

**DEPARTMENT OF MANAGEMENT SERVICES      NORTHGATEARINSO, LLC**

<div>DocuSigned by:  5B91A9D369E741FC</div>	7/25/2022   9:07 AM EDT	<div>DocuSigned by:  72DF7B36D99334A0...</div>	7/15/2022   3:03 PM CDT
<div>Pedro Allende</div>	Date	<div>Colin Brennan</div>	Date
<div>Secretary</div>		<div></div>	
<div>Title</div>		<div>Title</div>	