

CONTRACT #7

RFS # NA

FA # NA

Edison # NA

Tennessee Board of Regents

VENDOR:

PeopleAdmin, Inc.



TENNESSEE BOARD OF REGENTS

Office of Business & Finance | Division of Purchasing & Contracts

1415 Murfreesboro Road, Suite 346 | Nashville, TN 37217-2833 | Phone 615.366.4436 | Fax 615.366.2243 | www.tbr.edu

October 26, 2012

Ms. Leni S. Chick
Fiscal Analyst
Rachel Jackson Building, 8th Floor
Nashville, TN 37243

Dear Ms. Chick:

Enclosed please find an Agreement between Tennessee Board of Regents (TBR) and PeopleAdmin for the purpose of software licensing, hosting and maintenance services for Human Resource Products such as recruiting, position management, performance management, on-boarding and reporting. Historically, TBR utilized PeopleAdmin via our SunGard/Elucian competitive process/Agreement. TBR learned that SunGard/Elucian would no longer serve as Pay Agent for PeopleAdmin, forcing TBR to contract directly with PeopleAdmin.

Per Fiscal Review's request to see non-competitive agreements/amendments, this contract must be approved by the Committee. Please contact me regarding the date this will go before the Fiscal Review Committee and I will inform the representatives to insure they are present for the meeting in which the contract will be discussed. If you have any questions, please do not hesitate to contact me at 366-4436.

Information regarding the contract may be sent to my attention at the Tennessee Board of Regents, 1415 Murfreesboro Road, Suite 346, Nashville, Tennessee 37217.

Sincerely,

Angela Gregory Flynn
Director of Purchasing and Contracts

cc: Dale Sims
April Preston

Supplemental Documentation Required for Fiscal Review Committee

*Contact Name:	April Preston		*Contact Phone:	615-366-4404		
*Original Contract Number:			*Original RFS Number:			
Edison Contract Number: <i>(if applicable)</i>			Edison RFS Number: <i>(if applicable)</i>			
*Original Contract Begin Date:	01/01/2013		*Current End Date:	12/31/2017		
Current Request Amendment Number: <i>(if applicable)</i>						
Proposed Amendment Effective Date: <i>(if applicable)</i>						
*Department Submitting:			Tennessee Board of Regents			
*Division:			Human Resources			
*Date Submitted:			10/26/12			
*Submitted Within Sixty (60) days:			Yes			
<i>If not, explain:</i>						
*Contract Vendor Name:			People Admin, Inc.			
*Current Maximum Liability:			\$2,297,743			
*Current Contract Allocation by Fiscal Year: (as Shown on Most Current Fully Executed Contract Summary Sheet)						
FY:2013	FY:2014	FY:2015	FY:2016	FY2017	FY	
\$455,555	\$433,977	\$451,217	\$469,167	\$487,827		
*Current Total Expenditures by Fiscal Year of Contract: (attach backup documentation from STARS or FDAS report)						
FY:	FY:	FY:	FY:	FY	FY	
\$	\$	\$	\$	\$	\$	
IF Contract Allocation has been greater than Contract Expenditures, please give the reasons and explain where surplus funds were spent:						
IF surplus funds have been carried forward, please give the reasons and provide the authority for the carry forward provision:						
IF Contract Expenditures exceeded Contract Allocation, please give the reasons and explain how funding was acquired to pay the overage:						
*Contract Funding	State:	X	Federal:			

Supplemental Documentation Required for Fiscal Review Committee

Source/Amount:			
Interdepartmental:		<i>Other:</i>	
If " <i>other</i> " please define:			
Dates of All Previous Amendments or Revisions: <i>(if applicable)</i>		Brief Description of Actions in Previous Amendments or Revisions: <i>(if applicable)</i>	
Method of Original Award: <i>(if applicable)</i>			
*What were the projected costs of the service for the entire term of the contract prior to contract award?			

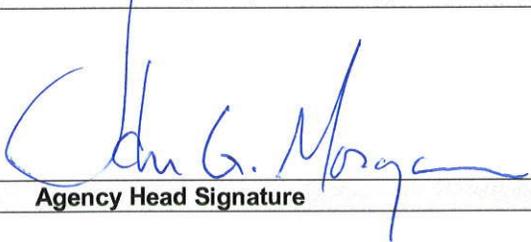
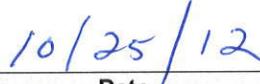
REQUEST: NON-COMPETITIVE CONTRACT

APPROVED

Commissioner of Finance & Administration

Date:

<p>Each of the request items below indicates specific information that <u>must</u> be individually detailed or addressed <u>as required</u>. A request can not be considered if information provided is incomplete, non-responsive, or does not clearly address each of the requirements individually as required.</p>	
1) RFS #	
2) State Agency Name :	Tennessee Board of Regents
3) Service Caption :	Software licensing hosting and maintenance services for Human Resource products such as recruiting, position management, performance management, on-boarding and reporting.
4) Proposed Contractor :	People Admin
5) Contract Start Date : (attached explanation required if date is < 60 days after F&A receipt)	01/01/2013
6) Contract End Date IF <u>all</u> Options to Extend the Contract are Exercised :	12/31/2017
7) Total Maximum Cost IF <u>all</u> Options to Extend the Contract are Exercised :	2,297,743
8) Approval Criteria : (select one)	<input type="checkbox"/> use of Non-Competitive Negotiation is in the best interest of the state <input type="checkbox"/> only one uniquely qualified service provider able to provide the service
9) Description of Service to be Acquired :	
Software licensing, hosting and maintenance services for business processes for Human Resource products such as recruiting, position management, performance management, on-boarding and reporting.	
10) Explanation of the Need for or Requirement Placed on the Procuring Agency to Acquire the Service :	
People Admin provides an automated Internet based system for managing talent. This enables the TBR institutions to streamline business processes, save time and money, protect sensitive data related to recruiting, position management, performance management, on-boarding and reporting.	
11) Explanation of Whether the Procuring Agency Bought the Service in the Past, & if so, What Procurement Method It Used :	
Through a competitive process with Sungard/Elucian.	
12) Name & Address of the Proposed Contractor's Principal Owner(s) : (<u>not</u> required if proposed contractor is a state education institution)	
People Admin, Inc. 805 Las Cimas Parkway, Suite 400 Austin, TX 78746	

13) Evidence of the Proposed Contractor's Experience and Length of Experience Providing the Service :		
People Admin has been providing these services for over 10 years and serves over 700 customers.		
14) Documentation of Office for Information Resources Endorsement : (required <u>only</u> if the subject service involves information technology)		
select one:	<input checked="" type="checkbox"/> Documentation Not Applicable to this Request	<input type="checkbox"/> Documentation Attached to this Request
15) Documentation of Department of Personnel Endorsement : (required <u>only</u> if the subject service involves training for state employees)		
select one:	<input checked="" type="checkbox"/> Documentation Not Applicable to this Request	<input type="checkbox"/> Documentation Attached to this Request
16) Documentation of State Architect Endorsement : (required only if the subject service involves construction or real property related services)		
select one:	<input checked="" type="checkbox"/> Documentation Not Applicable to this Request	<input type="checkbox"/> Documentation Attached to this Request
17) Description of Procuring Agency Efforts to Identify Reasonable, Competitive, Procurement Alternatives :		
TBR entered into a competitive process five years ago. There are no existing in-house resources to create or maintain this type of software. Standard business processes have been created as a result of using this software. The staff is trained on this system. Historical data is contained within this system.		
18) Justification of Why the State Should Use Non-Competitive Negotiation Rather Than a Competitive Process : (Being the "only known" or "best" service provider to perform the service as desired will not be deemed adequate justification.)		
This particular product is only from one source; the system is consistent with what is currently in place; and the cost of conversion, including disruption and migration of historical data, as well as re-training, precludes bidding competitively.		
REQUESTING AGENCY HEAD SIGNATURE & DATE : (<u>must</u> be signed & dated by the <u>ACTUAL</u> procuring agency head as detailed on the Signature Certification on file with OCR— signature by an authorized signatory will be accepted only in documented exigent circumstances)		
		
Agency Head Signature		Date

CONTRACT SUMMARY SHEET

021406

RFS #		Contract #			
State Agency		State Agency Division			
Tennessee Board of Regents					
Contractor Name		Contractor ID # (FEIN or SSN)			
People Admin, Inc.		<input type="checkbox"/> C- or <input type="checkbox"/> V-			
Service Description					
Software licensing, hosting and maintenance services for Human Resource products.					
Contract BEGIN Date		Contract END Date		Subrecipient or Vendor?	
1/1/2013		12/31/2017			
Mark Each TRUE Statement					
<input type="checkbox"/> Contractor is on STARS		<input type="checkbox"/> Contractor's Form W-9 is on file in Accounts			
Allotment Code		Cost Center	Object Code	Fund	Funding Grant Code
FY	State	Federal	Interdepartmental	Other	TOTAL Contract Amount
2012/13	\$ 455,555.00				\$ 455,555.00
13/14	\$ 433,977.00				\$ 433,977.00
14/15	\$ 451,217.00				\$ 451,217.00
15/16	\$ 469,167.00				\$ 469,167.00
16/17	\$ 487,827.00				\$ 487,827.00
					\$ -
TOTAL:	\$ 2,297,743.00	\$ -	\$ -	\$ -	\$ 2,297,743.00
— COMPLETE FOR AMENDMENTS ONLY —			State Agency Fiscal Contact & Telephone #		
FY	Base Contract & Prior Amendments	THIS Amendment ONLY	Dale Sims (615) 366-3921		
			State Agency Budget Officer Approval		
					
			Funding Certification (certification, required by T.C.A., § 9-4-5113, that there is a balance in the appropriation from which the obligated expenditure is required to be paid that is not otherwise encumbered to pay obligations previously incurred)		
TOTAL:	\$ -	\$ -			
End Date					
Contractor Ownership (complete only for base contracts with contract # prefix: FA or GR)					
<input type="checkbox"/> African American	<input type="checkbox"/> Person w/ Disability	<input type="checkbox"/> Hispanic	<input type="checkbox"/> Small Business	<input type="checkbox"/> NOT disadvantaged	
<input type="checkbox"/> Asian	<input type="checkbox"/> Female	<input type="checkbox"/> Native American	<input type="checkbox"/> OTHER minority/disadvantaged—		
Contractor Selection Method (complete for ALL base contracts— N/A to amendments or delegated authorities)					
<input type="checkbox"/> RFP	<input type="checkbox"/> Competitive Negotiation		<input type="checkbox"/> Alternative Competitive Method		
<input checked="" type="checkbox"/> Non-Competitive Negotiation	<input type="checkbox"/> Negotiation w/ Government(eg, ID, GG, GU)		<input type="checkbox"/> Other		
Procurement Process Summary (complete for Alternative Method, Competitive Negotiation, Non-Competitive Negotiation, OR Other)					
Non-Competitive Negotiation					

Customer Name Tennessee Board Of Regents			
Street Address 1415 Murfreesboro Road, Suite 350	City Nashville	State TN	Zip 37217

In this Service Agreement (the "Agreement") dated _____, Customer refers to the organization named above and "PeopleAdmin" refers to PeopleAdmin, Inc., 805 Las Cimas Parkway, Suite 400, Austin, TX 78746. PeopleAdmin offers software on a fully hosted basis to assist in automating certain human resources administrative tasks. Customer agrees to contract for use of the software, subject to the terms of this Agreement. In consideration of the mutual rights and obligations in this Agreement, the parties agree as follows:

1) SERVICES. Customer contracts with PeopleAdmin to perform the services described in the attached Exhibits (the "Services"). Customer authorizes PeopleAdmin to provide the Services and agrees to pay the associated fees.

2) TERM OF AGREEMENT. The "Effective Date" is the date this Service Agreement is executed by both parties. The Initial Term will extend for 1 (one) year from the Effective Date. This Agreement shall automatically renew for 4 (four) subsequent 12-month periods (each, a "Renewal Term"). The total term of this Agreement shall not exceed five (5) years. Either party may terminate this Agreement, for any reason, with at least 90 days' prior written notice to the other party. Termination does not affect Customer's obligation to pay for Services already provided by PeopleAdmin through the date of termination. Upon early termination, PeopleAdmin will provide a pro-rated refund of the Service Fee (as defined in Exhibit A). The Implementation Fee (as defined in Exhibit A) is not refundable.

3) GENERAL PROVISIONS.

a) Confidential Information. "Confidential Information" means any proprietary or confidential information that at the time of disclosure is marked as "proprietary" or "confidential," is reasonably identifiable as the disclosing party's proprietary or confidential information, or should reasonably be considered as proprietary or confidential under the circumstances of disclosure. Confidential Information includes Customer's job applicant information, personnel data, and hiring criteria, Customer's and PeopleAdmin's forms, PeopleAdmin's software, and the terms of this Agreement. Each party agrees that it (i) will not copy or use any of the other party's Confidential Information in any way, except as permitted by this Agreement or as required to achieve the purposes of this Agreement, (ii) will not disclose any of the other party's Confidential Information to any third party, except to that party's attorneys and accountants who need to know such information and who are subject to confidentiality obligations at least as stringent as those in this Agreement, and (iii) will protect the other party's Confidential Information as well as it protects its own information of a similar nature using at least reasonable care. The receiving party may disclose the Confidential Information of the disclosing party in response to a valid court order, law, or other governmental action, provided that, to the extent permitted by law, (i) the disclosing party is notified in writing before disclosure of the information and given a reasonable opportunity to obtain a protective order, and (ii) the receiving party assists the disclosing party, at the disclosing party's expense, in any attempt to limit or prevent the disclosure of the Confidential Information. Information is not Confidential Information if a party can clearly show that it (i) became known to the receiving party prior to receipt from the disclosing party, (ii) has become publicly known, except through breach of this Agreement, or (iii) is independently developed without reference to Confidential Information. Customer shall comply with this Section to the extent permitted by the Tennessee Open Records Act.

b) Intellectual Property. Except as otherwise provided in this Agreement, PeopleAdmin retains all rights, title, and interest in and to all types of intellectual property, including but not limited to new forms and form modifications, software, trademarks, and other inventions or technical know-how protectable under patent, copyright, and trade secret law ("Intellectual Property"), provided, conceived, discovered, or developed, in whole or in part, by PeopleAdmin in the performance of this Agreement.

c) Limited License. Subject to the terms of this Agreement, PeopleAdmin grants Customer a limited, non-exclusive, non-transferable license to use PeopleAdmin's relevant Intellectual Property during the term of this Agreement solely for Customer's own internal purposes. Customer shall not sell, market, rent, sub-license, or re-license any aspect of the Intellectual Property. Customer obtains no ownership rights or any other rights in the Intellectual Property, other than those specified in this Agreement. Customer grants PeopleAdmin a limited license to use Customer's transactional and performance data related to Customer's use of the Services (e.g., statistical information about the number of job applications processed) solely on an aggregated basis as part of PeopleAdmin's overall statistics for marketing and analytical purposes, provided that PeopleAdmin does not reveal Customer's job applicant information, personnel data, or hiring criteria.

d) Independent Contractor. The relationship of PeopleAdmin and Customer established by this Agreement is that of independent contractor, and nothing contained in this Agreement shall be construed to (i) give either party the power to direct or control the day-to-day activities of the other, (ii) establish PeopleAdmin as a hiring or human resources consultant to Customer, (iii) establish the parties as partners, franchisee-franchiser, co-owners or otherwise as participants in a joint or common undertaking, or (iv) otherwise give rise to fiduciary obligations between the parties.

e) Force Majeure. Except for payment of fees, non-performance by either party will be excused to the extent that performance is rendered impossible by strike, fire, flood, governmental acts or restrictions, failure of suppliers, or any other reason where failure to perform is beyond the control and not caused by the negligence of the non-performing party.

f) Entire Agreement. This Agreement constitutes the entire agreement between the parties regarding the subject matter of this Agreement and supersedes all previous agreements or representations, oral or written regarding the subject matter of this Agreement. Except as otherwise provided in this Agreement, this Agreement may not be modified except in writing signed by an authorized representative of each party. Both parties acknowledge having read the terms and conditions set forth in this Agreement and all attachments hereto, understand all terms and conditions, and agree to be bound thereby. The titles of sections and subsections are for convenience only and are not to be used in construing any term in this Agreement.

4) WARRANTIES, RESPONSIBILITIES, AND LIMITATIONS.

a) Limited Warranty. PeopleAdmin represents and warrants that it will use commercially reasonable efforts to fulfill its obligations under this Agreement. PeopleAdmin does not warrant that its Services are or will be error free. PeopleAdmin further does not warrant that its electronic files containing information pertaining to Customer and/or Customer's applicants are not susceptible to intrusion, attack or computer virus infection, but given the confidential nature of much of this data, PeopleAdmin will use commercially reasonable efforts to insure and safeguard the security of this data. EXCEPT FOR THE LIMITED WARRANTY DESCRIBED IN THIS SECTION AND TO THE EXTENT ALLOWED BY APPLICABLE LAW, PEOPLEADMIN

MAKES NO OTHER WARRANTIES, EXPRESS, IMPLIED OR STATUTORY, AND EXPRESSLY DISCLAIMS ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY OR ARISING FROM A COURSE OF DEALING, USAGE OR TRADE PRACTICE.

b) Exclusive Remedies. For any breach of the warranties set forth above, PeopleAdmin's entire liability and Customer's exclusive remedy shall be correction of the errors that caused the breach, or if PeopleAdmin is unable to provide Services as warranted, Customer shall be entitled to receive two (2) times the fees for the non-performing Services for the period of non-performance.

c) No Liability for Customer Procedures. PeopleAdmin carries out procedures specified solely by Customer, and PeopleAdmin expressly denies all liability for PeopleAdmin's implementation of Customer's procedures including, but not limited to, Customer's hiring and screening criteria and any of Customer's practices that are discriminatory or otherwise in violation of applicable law. Customer is solely responsible for determining the scope and extent of the Services provided by PeopleAdmin, and Customer is entirely responsible for reviewing the Services provided by PeopleAdmin on Customer's behalf to ensure compliance with Customer's procedures. PeopleAdmin makes no attempt to determine or advise as to whether the Customer's procedures comply with any statutory or regulatory requirements, including but not limited to any statutory or regulatory requirements related to hiring, employment, race, color, ancestry, religion, citizenship, gender, sexual orientation, age, marital status, pregnancy, veteran status, national origin, disability, or any federal, state or local statutes governing the employer/employee relationship. To the extent, however, that Customer's procedures or criteria clearly violate any of these laws, PeopleAdmin reserves the right to refuse to implement such procedures or criteria. PeopleAdmin also will not be liable for Customer's failure to comply with applicable laws, regulations, or Customer's own privacy policy (if any) or for loss of data caused by Customer.

d) Responsibility. Neither party shall be responsible for personal injury or property damage or other loss except that resulting from its own negligence or the negligence of its employees or others for whom the party is legally responsible. Any and all claims against the Customer shall be submitted to the Tennessee Board of Claims or the Tennessee Claims Commission

e) PeopleAdmin's Limited Liability. Customer agrees that regardless of the form of any claim Customer may have under this Agreement or otherwise, PeopleAdmin's liability for damages to Customer will not exceed two (2) times the total fees paid by Customer, for the applicable institution as defined in the Exhibits, under this Agreement. To the extent permitted by Tennessee law, PeopleAdmin will not be liable for damages arising from any breach, unauthorized access, misuse of, or intrusion into the Customer's data. EXCEPT IN THE EVENT OF FRAUD, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT, AND TO THE MAXIMUM EXTENT PERMITTED BY TENNESSEE LAW, PEOPLEADMIN WILL NOT BE LIABLE OR RESPONSIBLE FOR ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE, OR CONSEQUENTIAL DAMAGES, SUCH AS, BUT NOT LIMITED TO, LOSS OF PROFITS RESULTING FROM THE USE OF THE SERVICES, OR ARISING OUT OF ANY BREACH OF THIS AGREEMENT OR THE LIMITED WARRANTY, EVEN IF PEOPLEADMIN HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

5) Prohibition on Hiring Illegal Immigrants. Tennessee Public Chapter No. 878 of 2006, TCA 12-4-124, requires that Contactor attest in writing that Contactor will not knowingly utilize the services of illegal immigrants in the performance of this Contract and will not knowingly utilize the services of any subcontractor, if permitted under this Contract, who will utilize the services of illegal immigrants in the performance of this Contract. The attestation shall be made on the form, Attestation re Personnel Used in Contract Performance ("the Attestation"), which is attached and hereby incorporated by this reference as Exhibit G.

If Contactor is discovered to have breached the Attestation, the Commissioner of Finance and Administration shall declare that the Contactor shall be prohibited from contracting or submitting a bid to any Tennessee Board of Regents institution or any other state entity for a period of one (1) year from the date of discovery of the breach. Contactor may appeal the one (1) year by utilizing an appeals process in the Rules of Finance and Administration, Chapter 0620.

This Agreement is void unless executed by Customer and delivered to PeopleAdmin on or before December 31, 2012.

_____	_____	_____	_____
Authorized Customer Signature	Date	PeopleAdmin Signature	Date
_____	_____	_____	_____
Printed Name	Title	Printed Name	Title

Exhibit A

Description of Services for SelectSuite12:

1) **PRIMARY CONTACT.** The primary Customer contact for this Service is:

Customer contact name April Preston Tennessee Board Of Regents	Phone (615) 366-4404	E-mail april.preston@tbr.edu
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2) **SERVICE.** PeopleAdmin will provide the following services for the Customer:

- a. **Subscription to Software as a Service:** PeopleAdmin will establish and maintain an automated Internet based system (the "PeopleAdmin System") for managing talent. The PeopleAdmin System shall provide the following functions:
 - i. **PeopleAdmin SelectSuite12 Recruiting (ATS):**
 - 1. **Recruiting Management:** Applicant Portal, Requisition Management, Applicant Tracking, Configurable Workflow Engine, Hiring Proposals, Merit Based Hiring, Faculty Search, Onboarding
 - 2. **Position Management:** Posting Templates and Job Descriptions
 - 3. **Reporting:** Online reporting tools
 - 4. **Employment Groups:** Staff and Faculty/Executive
 - 5. **Number of Employees:** NA
 - ii. **PeopleAdmin SelectSuite12 Position Management (PD):**
 - 1. Classification framework including titles and position descriptions
 - 2. Workflows for reclassifications and new position requisitions
 - 3. Position incumbent, vacancy and supervisor tracking
 - iii. **PeopleAdmin SelectSuite12 Performance Management (PM):**
 - 1. Program configuration and eligibility definition
 - 2. Evaluation form creation and management
 - 3. Scheduling and automated communications
 - 4. Co-reviewers, and peer reviews
 - 5. Employee Portal
- b. **Implementation Services (IS) One Time Fee:** PeopleAdmin will provide services to prepare, design, configure, test and deploy Customer's site.
 - i. Level 3 Implementation Services include the following:
 - 1. **Plan:** Introduce the customer to the implementation team and the product through readiness meetings and web based training. Set expectations and responsibilities for the project and deliver an initial project plan.
 - 2. **Design:** Gather detailed requirements from customer during an onsite meeting; identify processes to be supported and data integration needs. Deliver a Business Requirements Document (BRD) and final project plan.
 - 3. **Build:** Build a functional customer site with a unique URL and establish the testing and rollout plans and criteria.
 - 4. **Test:** Conduct walkthrough of the completed system and test plan with Customer during an onsite meeting, conduct testing and obtain site configuration and functionality acceptance.
 - 5. **Transition:** Conduct train the trainer sessions, clean out testing data, load final production data, and transition to support.

Unless otherwise noted, all phases described above will be conducted remotely using telephone and web conferences.
- c. **Standard Support Services (SS):** PeopleAdmin will provide unlimited e-mail and toll-free telephone technical support for designated Customer representatives according to the following approach:
 - i. Technical support hours will be 8:30am - 5:00pm Central Time, Monday-Friday, excluding Company holidays
 - ii. Additionally, a 24-hour, 7-days a week toll free telephone number will be available for reporting of emergencies
 - iii. Online Support is provided with 24 X 7 access to user guides, tutorials and PA Community
- d. **Premium Support Services (PS):** PeopleAdmin will provide unlimited e-mail and direct phone access to an assigned technical support representative for designated Customer representatives according to the following approach:
 - i. Technical support hours will be 8:30am - 5:00pm Central Time, Monday-Friday, excluding Company holidays
 - ii. Additionally, a 24-hour, 7-days a week toll free telephone number will be available for reporting of emergencies
 - iii. Online Support is provided with 24 X 7 access to user guides, tutorials and PA Community
 - iv. Priority Level SLAs
 - v. Annual System Assessment
 - vi. One free registration Conference Pass to the PeopleAdmin Annual Client Conference
- e. **Integrations (INT):** The following integrations will be supported as part of the annual Service Fee.
 - i. None
- f. **Consulting Services (CS) One Time Fee:** PeopleAdmin will build and deliver custom written and oral training for Customer. Services will include:

- i. One onsite visit at the Central Office for a 2 day custom training session(s), facilitated for participating schools and by user type, including Staff, Faculty, Supervisors, Employees and Administrators
 - ii. Content and document creation (user manuals) for each user type, including Staff, Faculty, Supervisors, Employees and Administrators
 - 1. Content includes tutorials for position descriptions, job requisition creation, posting, applicant search, search committee (where applicable), hiring proposals, reporting, onboarding and performance management
 - iii. Help Aids – Personalized by the user types defined above, including:
 - 1. Frequently Asked Questions document
 - 2. Webex recorded training of onsite sessions
 - iv. Time, materials, and all travel expenses.
- 3) **FEES.** A one-time Implementation Service Fee, Professional Services Fee, an Annual Service Fee covering service for the Initial Term, and other fees detailed below are due upon execution of this Agreement. Subsequent annual Service Fees will be due for each Renewal Term no later than 30 days before the first day of such Renewal Term. PeopleAdmin will submit an invoice for the subsequent year's annual Service Fee, plus any fee increase, to Customer at least 60 days before the expiration of the Initial Term or any Renewal Term. If the invoice for the Initial Term, or any subsequent Renewal Terms becomes more than 60 days past due, Customer's access to the PeopleAdmin System may be interrupted until payment is received.

Description of Services for PA7:

1) **PRIMARY CONTACT.** The primary Customer contact for this Service is:

Customer contact name April Preston Tennessee Board Of Regents	Phone (615) 366-4404	E-mail april.preston@tbr.edu
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2) **SERVICE.** PeopleAdmin will provide the following services for the Customer:

- a. **Subscription to Software as a Service:** PeopleAdmin will establish and maintain an automated Internet based system (the "PeopleAdmin System") for managing talent. The PeopleAdmin System shall provide the following functions:
 - i. **PeopleAdmin Applicant Tracking Module (ATS):**
 1. **Recruiting Management:** Applicant Portal, Requisition Management, Applicant Tracking, Configurable Workflow Engine, Hiring Proposals, Merit Based Hiring, Faculty Search
 2. **Position Management:** Posting Templates and Job Descriptions
 3. **Reporting:** Online reporting tools
 4. **Employment Groups:** TBD
 5. **Number of Employees:** 1,131
 - ii. **PeopleAdmin Position Description Module (PD):**
 1. Classification framework including titles and position descriptions
 2. Workflows for reclassifications and new position requisitions
 3. Position incumbent, vacancy and supervisor tracking
 - iii. **PeopleAdmin Performance Management Module (PM):**
 1. Program configuration and eligibility definition
 2. Evaluation form creation and management
 3. Automated communications
 4. Co-reviewers, and peer reviews
 5. Employee Portal
- b. **Implementation Services (IS) One Time Fee:** None
- c. **Standard Support Services (SS):** PeopleAdmin will provide unlimited e-mail and toll-free telephone technical support for designated Customer representatives according to the following approach:
 - i. Technical support hours will be 8:30am - 5:00pm Central Time, Monday-Friday, excluding Company holidays
 - ii. Additionally, a 24-hour, 7-days a week toll free telephone number will be available for reporting of emergencies
 - iii. Online Support is provided with 24 X 7 access to user guides, tutorials and PA Community
- d. **Premium Support Services (PS):** PeopleAdmin will provide unlimited e-mail and direct phone access to an assigned technical support representative for designated Customer representatives according to the following approach:
 - i. Technical support hours will be 8:30am - 5:00pm Central Time, Monday-Friday, excluding Company holidays
 - ii. Additionally, a 24-hour, 7-days a week toll free telephone number will be available for reporting of emergencies
 - iii. Online Support is provided with 24 X 7 access to user guides, tutorials and PA Community
 - iv. Priority Level SLAs
 - v. Annual System Assessment
 - vi. One free registration Conference Pass to the PeopleAdmin Annual Client Conference
- e. **Integrations (INT):** The following integrations will be supported as part of the annual Service Fee.
 - i. University of Memphis
 1. **Post to HigherEdJobs.com:** PeopleAdmin will enable an automated posting process to ensure new job postings are advertised with HigherEdJobs utilizing the customer's established HigherEdJobs account appropriately. Posting decisions can be made per position.
 2. **External Authentication – CAS:** PeopleAdmin will work directly with the customer to setup CAS single sign on support. It is recommended that larger customers also purchase a User Import integration to keep the user account lists in sync.
- f. **Consulting Services (CS) One Time Fee:** None

3) **FEES.** A one-time Implementation Service Fee, Professional Services Fee, an Annual Service Fee covering service for the Initial Term, and other fees detailed below are due upon execution of this Agreement. Subsequent annual Service Fees will be due for each Renewal Term no later than 30 days before the first day of such Renewal Term. PeopleAdmin will submit an invoice for the subsequent year's annual Service Fee, plus any fee increase, to Customer at least 60 days before the expiration of the Initial Term or any Renewal Term. If the invoice for the Initial Term, or any subsequent Renewal Terms becomes more than 60 days past due, Customer's access to the PeopleAdmin System may be interrupted until payment is received.

Description of Services for PA5:

- 1) **PRIMARY CONTACT.** The primary Customer contact for this Service is:

Customer contact name April Preston Tennessee Board Of Regents	Phone (615) 366-4404	E-mail april.preston@tbr.edu
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- 2) **SERVICE.** PeopleAdmin will provide the following services for the Customer:

- a. **Subscription to Software as a Service:** PeopleAdmin will establish and maintain an automated Internet based system (the "PeopleAdmin System") for managing talent. The PeopleAdmin System shall provide the following functions:
- i. **Applicant Tracking Module 5 (ATS).** The Applicant Tracking Module shall provide the following functions: a.) allow job candidates to complete and submit an employment application on-line; b.) allow candidates to review the status of their employment application on-line; c.) allow staff to electronically screen candidates for minimum qualifications using job specific multiple choice qualification questions; d.) allow employment department staff to electronically forward candidates to appropriate hiring managers; e.) allow hiring managers to create job requisitions on-line; f.) review applications and resumes from candidates on-line; and g.) update the status of candidates.
 - ii. **Position Description Module 5 (PD).** The Position Description Module shall provide the following functions: a.) allow departmental managers to submit requests for position review and job description updates; b.) allow departmental managers to review the status of change requests and updates; c.) allow departmental managers to convert a vacant position description to a job vacancy notice; d.) allow compensation department staff to review and process requests for position review online; e.) allow compensation department staff to compare position descriptions (active and historic) using a variety of criteria; and f.) allow departments to create, store, and recall individual employee job descriptions on-line.
 - iii. **Performance Management Module 5 (PM).** The Performance Management Module shall provide the following functions: a.) allow departmental managers to create annual and probationary employee performance evaluations online using a customized performance evaluation form; b.) allow departmental managers to create goals and objectives for an employee and track (or rate) employee attainment; c.) allow departmental managers to forward an employee evaluation to the appropriate employee for review online and create a printable version of the completed evaluation; d.) allow the human resources department to send automatic email reminders to managers when performance evaluations need to be conducted; e.) allow select human resources department staff to review performance evaluations results by department or manager; f.) allow the human resources department and departmental managers to review historic performance evaluations by employee; g.) allow departmental managers to use an employee's position description to populate the current performance evaluation form.
- b. **Implementation Services (IS) One Time Fee:** None
- c. **Standard Support Services (SS):** PeopleAdmin will provide unlimited e-mail and toll-free telephone technical support for designated Customer representatives according to the following approach:
- i. Technical support hours will be 8:30am - 5:00pm Central Time, Monday-Friday, excluding Company holidays
 - ii. Additionally, a 24-hour, 7-days a week toll free telephone number will be available for reporting of emergencies
 - iii. Online Support is provided with 24 X 7 access to user guides, tutorials and PA Community
- d. **Premium Support Services (PS):** PeopleAdmin will provide unlimited e-mail and direct phone access to an assigned technical support representative for designated Customer representatives according to the following approach:
- i. Technical support hours will be 8:30am - 5:00pm Central Time, Monday-Friday, excluding Company holidays
 - ii. Additionally, a 24-hour, 7-days a week toll free telephone number will be available for reporting of emergencies
 - iii. Online Support is provided with 24 X 7 access to user guides, tutorials and PA Community
 - iv. Priority Level SLAs
 - v. Annual System Assessment
 - vi. One free registration Conference Pass to the PeopleAdmin Annual Client Conference
- e. **Integrations (INT):** The following integrations will be supported as part of the annual Service Fee.
- i. University of Memphis
 1. **Post to HigherEdJobs.com:** PeopleAdmin will enable an automated posting process to ensure new job postings are advertised with HigherEdJobs utilizing the customer's established HigherEdJobs account appropriately. Posting decisions can be made per position.
 2. **External Authentication – CAS:** PeopleAdmin will work directly with the customer to setup CAS single sign on support. It is recommended that larger customers also purchase a User Import integration to keep the user account lists in sync.
- f. **Consulting Services (CS) One Time Fee:** None

- 3) **FEES.** A one-time Implementation Service Fee, Professional Services Fee, an Annual Service Fee covering service for the Initial Term, and other fees detailed below are due upon execution of this Agreement. Subsequent annual Service Fees will be due for each Renewal Term no later than 30 days before the first day of such Renewal Term. PeopleAdmin will submit an invoice for the subsequent year's annual Service Fee, plus any fee increase, to Customer at least 60 days before the expiration of the Initial Term or any Renewal Term. If the invoice for the Initial Term, or any subsequent Renewal Terms becomes more than 60 days past due, Customer's access to the PeopleAdmin System may be interrupted until payment is received.

Fees:

The following details the fee structure for the PeopleAdmin System:

Year 1:

Institution:	Version	ATS	PD	PM	IS	SS	PS	INT	CS	Total
TBR Shared Site *	SelectSuite12	52,620	26,310	53,916	30,554	Included	-	-	10,000	\$173,400
Austin Peay State University	PA7	18,000	9,000	9,000	-	Included	-	-	-	\$36,000
East Tennessee State University	PA5	24,480	12,240	12,240	-	Included	-	-	-	\$48,960
Middle Tennessee State University	PA5	24,570	12,285	12,285	-	Included	-	-	-	\$49,140
Southwest Tennessee CC	PA5	17,900	8,950	8,950	-	Included	-	-	-	\$35,800
Tennessee State University	PA5	18,720	-	-	-	Included	-	-	-	\$18,720
Tennessee Technical University	PA5	18,450	9,225	-	-	Included	8,200	-	-	\$35,875
University of Memphis	PA7	28,800	14,400	-	-	Included	-	1,500	-	\$44,700
Volunteer State CC	PA5	12,960	-	-	-	Included	-	-	-	\$12,960
Total		216,500	92,410	96,391	30,554	Included	8,200	1,500	10,000	\$455,555

* The TBR Shared Site includes the following institutions: Tennessee Board of Regents Central Office; Chattanooga State CC; Cleveland State CC; Columbia State CC; Motlow State CC; Pellissippi State CC; Roane State CC; Walters State CC; and Northeast State CC.

Year 2:

Institution:	Version	ATS	PD	PM	IS	SS	PS	INT	CS	Total
TBR Shared Site *	SelectSuite12	55,478	27,360	56,070	-	Included	-	-	-	138,908
Austin Peay State University	PA7	18,925	9,360	9,360	-	Included	-	-	-	37,645
East Tennessee State University	PA5	25,739	12,730	12,730	-	Included	-	-	-	51,199
Middle Tennessee State University	PA5	25,830	12,780	12,780	-	Included	-	-	-	51,390
Southwest Tennessee CC	PA5	18,824	9,310	9,310	-	Included	-	-	-	37,444
Tennessee State University	PA5	19,624	-	-	-	Included	8,530	-	-	28,154
Tennessee Technical University	PA5	19,348	9,590	-	-	Included	-	-	-	28,938
University of Memphis	PA7	30,205	14,980	-	-	Included	-	1,560	-	46,745
Volunteer State CC	PA5	13,554	-	-	-	Included	-	-	-	13,554
Total		227,527	96,110	100,250	-	Included	8,530	1,560	-	433,977

Year 3:

Institution:	Version	ATS	PD	PM	IS	SS	PS	INT	CS	Total
TBR Shared Site *	SelectSuite12	57,668	28,450	58,310	-	Included	-	-	-	144,428
Austin Peay State University	PA7	19,675	9,730	9,730	-	Included	-	-	-	39,135
East Tennessee State University	PA5	26,759	13,240	13,240	-	Included	-	-	-	53,239
Middle Tennessee State University	PA5	26,850	13,290	13,290	-	Included	-	-	-	53,430
Southwest Tennessee CC	PA5	19,564	9,680	9,680	-	Included	-	-	-	38,924
Tennessee State University	PA5	20,404	-	-	-	Included	8,870	-	-	29,274
Tennessee Technical University	PA5	20,118	9,970	-	-	Included	-	-	-	30,088
University of Memphis	PA7	31,405	15,580	-	-	Included	-	1,620	-	48,605
Volunteer State CC	PA5	14,094	-	-	-	Included	-	-	-	14,094
Total		236,537	99,940	104,250	-	Included	8,870	1,620	--	451,217

Year 4:

Institution:	Version	ATS	PD	PM	IS	SS	PS	INT	CS	Total
TBR Shared Site *	SelectSuite12	59,948	29,590	60,640	-	Included	-	-	-	150,178
Austin Peay State University	PA7	20,455	10,120	10,120	-	Included	-	-	-	40,695
East Tennessee State University	PA5	27,819	13,770	13,770	-	Included	-	-	-	55,359
Middle Tennessee State University	PA5	27,910	13,820	13,820	-	Included	-	-	-	55,550
Southwest Tennessee CC	PA5	20,334	10,070	10,070	-	Included	-	-	-	40,474
Tennessee State University	PA5	21,214	-	-	-	Included	9,220	-	-	30,434
Tennessee Technical University	PA5	20,918	10,370	-	-	Included	-	-	-	31,288

University of Memphis	PA7	32,655	16,200	-	-	Included	-	1,680	-	50,535
Volunteer State CC	PA5	14,654	-	-	-	Included	-	-	-	14,654
Total		245,907	103,940	108,420	-	Included	9,220	1,680	-	469,167

Year 5:

Institution:	Version	ATS	PD	PM	IS	SS	PS	INT	CS	Total
TBR Shared Site *	SelectSuite12	62,318	30,770	63,070	-	Included	-	-	-	156,158
Austin Peay State University	PA7	21,265	10,520	10,520	-	Included	-	-	-	42,305
East Tennessee State University	PA5	28,919	14,320	14,320	-	Included	-	-	-	57,559
Middle Tennessee State University	PA5	29,020	14,370	14,370	-	Included	-	-	-	57,760
Southwest Tennessee CC	PA5	21,144	10,470	10,470	-	Included	-	-	-	42,084
Tennessee State University	PA5	22,054	-	-	-	Included	9,590	-	-	31,644
Tennessee Technical University	PA5	21,748	10,780	-	-	Included	-	-	-	32,528
University of Memphis	PA7	33,955	16,850	-	-	Included	-	1,750	-	52,555
Volunteer State CC	PA5	15,234	-	-	-	Included	-	-	-	15,234
Total		255,657	108,080	112,750	-	Included	9,590	1,750	-	487,827

Exhibit B – SelectSuite12 Upgrade Pricing

1) **Total Annual and One Time Fees for SelectSuite12 Upgrade.** The following pricing is available through December 31, 2013. New fees are due upon Order Form execution. The “Start Date” of the Initial Term for all new annual fees is 90 calendar days after the Customer executes the Order Form. For add on or upgrade module fees, the second annual term will be prorated to align with the existing ATS renewal date.

Institution:	ATS	PD	PM	IS	SS	PS	INT	CS	Total
East Tennessee State University	27,697	13,848	14,688	17,995	Included	11,247			85,474
Middle Tennessee State University	27,798	13,899	14,742	18,061	Included	11,288			85,788
Southwest Tennessee CC	20,252	10,126	10,740	13,158	Included	8,224			62,499
Tennessee State University	21,120	10,560	11,232	13,732	Included	8,583			65,227
Tennessee Technical University	20,822	10,411	11,070	13,537	Included	8,461			64,301
University of Memphis	32,511	16,256	17,280	21,135	Included	13,209			100,391
Volunteer State CC	14,589	7,295	7,776	9,491	Included	5,932			45,083
Dyersburg State CC	9,204	4,602	4,800	5,954	Included	3,721			28,281
Jackson State CC	10,592	5,296	5,520	6,851	Included	4,282			32,540
Nashville State CC	15,942	7,971	8,280	10,302	Included	6,439			48,933
Austin Peay State University	20,365	10,183	10,800	13,231	Included	8,270			62,848

Exhibit C – Optional Integration Services Pricing

Upon Customer execution of Order Form, the chosen integrations will be supported as part of Customer's PeopleAdmin System. The "Effective Date" is the date Customer executes an Order Form. The "Start Date" of the Initial Term for all annual fees is 90 calendar days after the Customer executes an Order Form. The Initial Term will extend for 1 year from the Start Date. An Integration One-Time Setup Service Fee and an Integration Annual Maintenance Service Fee will be due for the Initial Term. An Integration Annual Maintenance Service Fee will be due for each subsequent 12-month period (each, a "Renewal Term") no later than 30 days before the first day of such Renewal Term. The first Renewal Term (year 2) will be prorated to align with the existing ATS renewal date. Integration fees are per Institution of Customer's PeopleAdmin System.

HRIS Integrations

- a. **New Hire Export - Datatel Format:** PeopleAdmin will create a nightly export of applicants hired since the last export. The export will be configured to work seamlessly with the Datatel-PeopleAdmin integration tools. Customer is expected to work with Datatel to install and setup the import tool. Once established, applicants that are marked as "hired" will be transferred to Datatel with all relevant information intact.
- b. **New Hire Export - SunGard Banner EPAF:** PeopleAdmin will create a nightly export of applicants hired since the last export. The export will be configured to work seamlessly with SunGard's EPAF toolset. Customer is expected to work with SunGard to configure EPAF. Once established, applicants that are marked as "hired" will be transferred to Banner with all relevant information intact.
- c. **New Hire Export – PeopleSoft:** PeopleAdmin will create a nightly export of applicants hired since the last export. The export will be configured to work seamlessly with PeopleSoft. Customer is expected to work with Oracle/PeopleSoft to install and setup the import tool. Once established, applicants that are marked as "hired" will be transferred to PeopleSoft with all relevant information intact.
- d. **New Hire Export - Custom Format:** When a new hire export must adhere to a third party technical specification PeopleAdmin will define the export rules, modify the format of any data elements to meet the third party requirements, and coordinate the delivery methods of the file. Additionally PeopleAdmin will work directly with the third party to establish testing processes and requirements.
- e. **New Hire Export - PeopleAdmin Format:** PeopleAdmin will create a nightly export of applicants hired since the last export. The export will include any field tracked in the system as defined by the customer. The data exported will be presented in native PeopleAdmin formats and will be available via a secure URL for download. Up to 12 previous export files will also be available for download. Any custom transformation of data elements (such as changing date format or combining two fields into one) will require a separate SOW and fees. Note: This capability is enabled for customer self-service; customers have the ability to configure this export via the user interface for no additional charge.
- f. **Position Descriptions Export - PeopleAdmin Format:** PeopleAdmin will create a nightly export of positions descriptions modified since the last export. The export will include any field tracked in the system as defined by the customer. The data exported will be presented in native PeopleAdmin formats and will be available via a secure URL for download. Up to 12 previous export files will also be available for download. Any custom transformation of data elements (such as changing date format or combining two fields into one) will require a separate SOW and fees. Note: This capability is enabled for customer self-service; customers have the ability to configure this export via the user interface for no additional charge.
- g. **Position Descriptions Export – Custom Format:** When a position description export must adhere to a third party technical specification PeopleAdmin will define the export rules, modify the format of any data elements to meet the third party requirements, and coordinate the delivery methods of the file. Additionally PeopleAdmin will work directly with the third party to establish testing processes and requirements.
- h. **Titles/Classification Export - PeopleAdmin Format:** PeopleAdmin will create a nightly export of class titles modified since the last export. The export will include any field tracked in the system as defined by the customer. The data exported will be presented in native PeopleAdmin formats and will be available via a secure URL for download. Up to 12 previous export files will also be available for download. Any custom transformation of data elements (such as changing date format or combining two fields into one) will require a separate SOW and fees. Note: This capability is enabled for customer self-service; customers have the ability to configure this export via the user interface for no additional charge.
- i. **Titles/Classification Export – Custom Format:** When a title/classification export must adhere to a third party technical specification PeopleAdmin will define the export rules, modify the format of any data elements to meet the third party requirements, and coordinate the delivery methods of the file. Additionally PeopleAdmin will work directly with the third party to establish testing processes and requirements.
- j. **User/Employee Import:** PeopleAdmin will establish a nightly import to create/edit/delete employee and user records. Data presented for import must adhere to the PeopleAdmin specification and will be uploaded to a secure FTP directory for processing. PeopleAdmin will engage the customer to establish special data transformation needs and data validation checks.
- k. **Organization Structure Import:** PeopleAdmin will establish an import to create/edit/delete a full organizational structure. Data presented for import must adhere to the PeopleAdmin specification, including a requirement for the entire structure each time, and will be uploaded to a secure FTP directory for processing. The organizational import is divided into two processes. A weekly process will create new departments and edit department labels. This will ensure related imports, such as User or Postings that refer to departments will have access to the most current ones available. A monthly process will also occur to update the full organizational hierarchy and all of the relationships between departments and their parent locations/divisions; any missing departments from the file will be deactivated during the monthly process.
- l. **Position Description Import:** PeopleAdmin will establish a nightly import to create/edit/delete position descriptions. Data presented for import must adhere to the PeopleAdmin specification and will be uploaded to a secure FTP directory for processing. PeopleAdmin will engage the customer to establish special data transformation needs and data validation checks.
- m. **Titles/ Classification Import:** PeopleAdmin will establish a nightly import to create/edit/delete class titles. Data presented for import must adhere to the PeopleAdmin specification and will be uploaded to a secure FTP directory for processing. PeopleAdmin will engage the customer to establish special data transformation needs and data validation checks.
- n. **Posting Import:** PeopleAdmin will establish a nightly import to create/edit/delete postings. Data presented for import must adhere to the PeopleAdmin specification and will be uploaded to a secure FTP directory for processing. PeopleAdmin will engage the customer to establish file formats any special data transformation needs and data validation checks.
- o. **Posting Import – SunGard Banner Format:** PeopleAdmin will establish a nightly import to create/edit/delete postings sent from Banner. Data presented for import must adhere to the PeopleAdmin specification and will be uploaded to a secure FTP directory for processing. PeopleAdmin will engage the customer to establish file formats any special data transformation needs and data validation checks.

Background Check Providers

- p. **Background Screening - Custom Batch Export:** PeopleAdmin will support customers who wish to use a third party background screening vendor via a batch export process. PeopleAdmin will define the export rules, modify the format of any data elements to meet the third party requirements, and coordinate the delivery methods of the file. Additionally PeopleAdmin will work directly with the third party to establish testing processes and requirements. This method of integration is not recommended. At this time, PeopleAdmin recommends using either HireRight or Certified Background.

Job Board Integrations

- q. **Post to HERC:** PeopleAdmin will enable an automated posting process to ensure new job postings are advertised with HERC utilizing the customer's established HERC account appropriately. Posting decisions can be made per position.
- r. **Post to HigherEdJobs.com:** PeopleAdmin will enable an automated posting process to ensure new job postings are advertised with HigherEdJobs utilizing the customer's established HigherEdJobs account appropriately. Posting decisions can be made per position.
- s. **Post to InsideHigherEd.com:** PeopleAdmin will enable an automated posting process to ensure new job postings are advertised with InsideHigherEd utilizing the customer's established InsideHigherEd account appropriately. Posting decisions can be made per position.
- t. **Post to JobElephant.com:** PeopleAdmin will enable an automated posting process to ensure new job postings are advertised with JobElephant utilizing the customer's established JobElephant account appropriately. Posting decisions can be made per position.
- u. **Post to Third Party Job Board:** Customers wishing to export new job postings to a third party will work with PeopleAdmin and the third party to define the export rules, modify the format of any data elements, and coordinate the delivery methods of the file. Additionally PeopleAdmin will work directly with the third party to establish testing processes and requirements.

External Authentication Methods

- v. **External Authentication – LDAP:** PeopleAdmin will work directly with the customer to setup, test and maintain an LDAP authentication process with the customer's directory. It is recommended that larger customers also purchase a User Import integration to keep the user account lists in sync.
- w. **External Authentication – CAS:** PeopleAdmin will work directly with the customer to setup CAS single sign on support. It is recommended that larger customers also purchase a User Import integration to keep the user account lists in sync.
- x. **External Authentication - Shibboleth In Common:** PeopleAdmin will work directly with the customer to setup Shibboleth single sign on support using the In Common federated implementation. It is recommended that larger customers also purchase a User Import integration to keep the user account lists in sync.
- y. **External Authentication - Shibboleth Private:** PeopleAdmin will work directly with the customer to setup Shibboleth single sign on support using the customer's proprietary implementation. It is recommended that larger customers also purchase a User Import integration to keep the user account lists in sync.

Other Integrations

- z. **File Encryption for imported or exported files using 7zip:** Files to be imported or exported will be encrypted at rest using 7zip.
- aa. **File Encryption for imported or exported files using PGP:** Files to be imported or exported will be encrypted at rest using PGP.

Integration One-Time Setup Service Fee	Year 1	Year 2	Year 3	Year 4	Year 5
New Hire Export - Datatel Format	\$1,000	\$1,040	\$1,080	\$1,120	\$1,160
New Hire Export - SunGard Banner EPAF	5,000	5,200	5,410	5,630	5,860
New Hire Export - PeopleSoft	5,000	5,200	5,410	5,630	5,860
New Hire Export - Custom Format	5,000	5,200	5,410	5,630	5,860
New Hire Export - PeopleAdmin Format	500	520	540	560	580
Position Descriptions Export - PeopleAdmin Format	500	520	540	560	580
Position Descriptions Export - Custom Format	5,000	5,200	5,410	5,630	5,860
Titles/Classification Export - PeopleAdmin Format	500	520	540	560	580
Titles/Classification Export - Custom Format	2,500	2,600	2,700	2,810	2,920
User/Employee Import	2,000	2,080	2,160	2,250	2,340
Organization Structure Import	5,000	5,200	5,410	5,630	5,860
Position Description Import	4,000	4,160	4,330	4,500	4,680
Titles/ Classification Import	2,000	2,080	2,160	2,250	2,340
Posting Import	8,000	8,320	8,650	9,000	9,360
Posting Import - SunGard Banner Format	5,000	5,200	5,410	5,630	5,860
Background Screening - Custom Batch Export	5,000	5,200	5,410	5,630	5,860
Post to HERC	500	520	540	560	580
Post to HigherEdJobs.com	500	520	540	560	580
Post to InsideHigherEd.com	500	520	540	560	580
Post to JobElephant.com	500	520	540	560	580
Post to Third Party Job Board	5,000	5,200	5,410	5,630	5,860
External Authentication - LDAP	500	520	540	560	580
External Authentication - CAS	2,000	2,080	2,160	2,250	2,340

External Authentication - Shibboleth In Common	2,000	2,080	2,160	2,250	2,340
External Authentication - Shibboleth Private	5,000	5,200	5,410	5,630	5,860
File Encryption for imported or exported files using 7zip	500	520	540	560	580
File Encryption for imported or exported files using PGP	500	520	540	560	580

Integration Annual Maintenance Service Fee	Year 1	Year 2	Year 3	Year 4	Year 5
New Hire Export - Datatel Format	\$1,000	\$1,040	\$1,080	\$1,120	\$1,160
New Hire Export - SunGard Banner EPAF	2,000	2,080	2,160	2,250	2,340
New Hire Export - PeopleSoft	2,000	2,080	2,160	2,250	2,340
New Hire Export - Custom Format	2,000	2,080	2,160	2,250	2,340
New Hire Export - PeopleAdmin Format	500	520	540	560	580
Position Descriptions Export - PeopleAdmin Format	500	520	540	560	580
Position Descriptions Export - Custom Format	2,000	2,080	2,160	2,250	2,340
Titles/Classification Export - PeopleAdmin Format	500	520	540	560	580
Titles/Classification Export - Custom Format	1,000	1,040	1,080	1,120	1,160
User/Employee Import	2,000	2,080	2,160	2,250	2,340
Organization Structure Import	2,000	2,080	2,160	2,250	2,340
Position Description Import	2,000	2,080	2,160	2,250	2,340
Titles/ Classification Import	2,000	2,080	2,160	2,250	2,340
Posting Import	2,000	2,080	2,160	2,250	2,340
Posting Import - SunGard Banner Format	2,500	2,600	2,700	2,810	2,920
Background Screening - Custom Batch Export	2,000	2,080	2,160	2,250	2,340
Post to HERC	500	520	540	560	580
Post to HigherEdJobs.com	500	520	540	560	580
Post to InsideHigherEd.com	500	520	540	560	580
Post to JobElephant.com	500	520	540	560	580
Post to Third Party Job Board	2,000	2,080	2,160	2,250	2,340
External Authentication - LDAP	500	520	540	560	580
External Authentication - CAS	1,000	1,040	1,080	1,120	1,160
External Authentication - Shibboleth In Common	1,000	1,040	1,080	1,120	1,160
External Authentication - Shibboleth Private	1,000	1,040	1,080	1,120	1,160
File Encryption for imported or exported files using 7zip	500	520	540	560	580
File Encryption for imported or exported files using PGP	500	520	540	560	580

Exhibit D – Optional Professional Services Pricing

Upon Customer execution of Order Form, PeopleAdmin will provide services to Customer's in the manner described below. All fees are due upon Order Form execution. Professional Services fees are per Institution of Customer's PeopleAdmin System.

1. Cancellation Policy

- a. If written notice is received at least 30 business days in advance of a scheduled service, the Customer is entitled to a refund of its payment less any unrecoverable travel expenses. If written notice is received within 15 days in advance of a scheduled service, the Customer is entitled to a credit that must be used towards another training session to be scheduled within three (3) months of the date of the cancelled service session. Failure to provide written notice at least 14 business days in advance of the service obligates the Customer to make payment for the full price of the service.
- b. If a service is cancelled by PeopleAdmin due to circumstances beyond its reasonable control (e.g. weather, natural disaster), the Customer is entitled to a full service credit which must be used within three (3) months of the date of the cancelled service. PeopleAdmin reserves the right to reschedule or cancel the date, time and location of services at any time, including replacing personnel who may be scheduled to deliver the service. In the event a service is cancelled, the Customer is entitled to a full refund. PeopleAdmin, Inc. shall not be responsible for any other loss incurred by Customer as a result of a cancellation or reschedule.

SECTION I: TRAINING

Onsite Sessions

- A. No custom materials will be developed for this training. The trainer will be familiar with the unique configuration of Customer's service and will be prepared to demonstrate its use and purpose.
1. **Scope of Work to be Completed:** HR Administrator – Applicant Tracking
 - a) This onsite session focuses on the Applicant Tracking features used by HR administrative staff.
 - b) Topics may include creating and managing postings, applicants, and job descriptions. The session also includes system administration tasks such as general system settings; managing users, system emails, and templates; applicant support strategies; and reporting. Also includes Onboarding, if applicable.
 - c) For maximum benefit to the participants, training sessions should have no more than 15-20 attendees.
 2. **Scope of Work to be Completed:** HR Administrator – Applicant tracking and Position Management
 - a) This onsite session is especially designed for customers using position descriptions in conjunction with Applicant Tracking.
 - b) The training covers Applicant Tracking and Position Management features used by HR administrative staff.
 - c) Applicant tracking topics may include creating and managing postings based on position descriptions; and managing applicants.
 - d) Position management topics may include classifications, position descriptions, seating incumbents, mapping supervisors, and executing change actions. System administration tasks covered in this session include general system settings; managing users, system emails, and templates; and applicant support strategies.
 - e) Topics will also include Onboarding, if applicable.
 - f) For maximum benefit to the participants, training sessions should have no more than 15-20 attendees.
 3. **Scope of Work to be Completed:** Hiring Manager – Applicant Tracking
 - a) This onsite session provides specialized training for hiring managers on specific hiring practices for staff, faculty or civil service.
 - b) Participants will learn how to navigate the HR Suite, create and manage postings, manage applicants, and manage and leverage job descriptions.
 - c) Training on faculty recruiting includes reference letter collection, search committees, and selection tools.
 - d) Training on civil service hiring includes managing review boards, eligible lists and certification.
 - e) For maximum benefit to the participants, training sessions should have no more than 15-20 attendees.
 4. **Scope of Work to be Completed:** Performance Management Overview
 - a) This onsite session covers all aspects of performance management for both managers and HR staff.
 - b) The majority of the day will focus on HR functionality, including defining and building performance review programs; establishing scores and weights, setting eligibility criteria; scheduling programs; and effectively managing and monitoring review programs.
 - c) The session will also cover information important to managers, including how to use the employee portal and effectively execute on performance management programs.
 - d) For maximum benefit to the participants, training sessions should have no more than 15-20 attendees.
 5. **Scope of Work to be Completed:** Custom Training
 - a) Requires a custom SOW approved by the Director of Shared Services

Web-Teleconference Sessions

- A. PeopleAdmin will deliver the following training session via a web-teleconference.
 - B. The duration of each web-teleconference training session will be two (2) hours. Sessions can be combined with a minimum one (1) hour break in between sessions.
 - C. No custom materials will be developed for this training. The trainer will be familiar with the unique configuration of Customer's service and will be prepared to demonstrate its use and purpose.
1. **Scope of Work to be Completed:** Hiring Manager – Applicant Tracking
 - a) In this web-based session, participants will learn how to navigate the HR Suite, create and manage postings, manage applicants, and manage and leverage job descriptions.
 - b) For maximum benefit to the participants, training sessions should have no more than 15-20 attendees.

2. **Scope of Work to be Completed: Hiring Manager – Applicant Tracking (Faculty Features)**
 - a) In the web-based session, participants will learn how to navigate the HR Suite, create and manage postings, manage applicants, manage and leverage job descriptions, and work with specific features of faculty recruiting such as reference letter collections, search committees and advanced selection tools.
 - b) For maximum benefit to the participants, training sessions should have no more than 15-20 attendees.
3. **Scope of Work to be Completed: Hiring Manager – Applicant Tracking (Civil Service Features)**
 - a) In this web-based session, participants will learn how to navigate the HR Suite, create and manage postings, manage applicants, manage and leverage job descriptions, and use specific features of civil service hiring such as managing review boards, eligible lists and certification.
 - b) For maximum benefit to the participants, training sessions should have no more than 15-20 attendees.
4. **Scope of Work to be Completed: HR Administrator – Applicant Tracking**
 - a) This web-based session provides in-depth training for HR staff, in which they will learn in more detail about creating and managing postings, applicants, and job descriptions.
 - b) For maximum benefit to the participants, training sessions should have no more than 15-20 attendees.
5. **Scope of Work to be Completed: HR Administrator – Applicant Tracking with Position Descriptions**
 - a) This web-based session is especially designed for customers using Position Descriptions in conjunction with Applicant Tracking. Also includes a more in-depth session for HR staff to learn in more detail about creating and managing a position-centric hiring process.
 - b) For maximum benefit to the participants, training sessions should have no more than 15-20 attendees.
6. **Scope of Work to be Completed: HR Administrator – Admin Module**
 - a) In this web-based session, participants will understand general system settings, and will learn how to manage users, system emails, and templates. Participants will also learn applicant support strategies that help them to facilitate a smooth application process.
 - b) For maximum benefit to the participants, training sessions should have no more than 15-20 attendees.
7. **Scope of Work to be completed: HR Administrator – Onboarding**
 - a) In this web-based session, participants will learn how to create employment events, manage tasks, and monitor progress.
 - b) For maximum benefit to the participants, training sessions should have no more than 15-20 attendees.
8. **Scope of Work to be completed: HR Administrator – Position Management**
 - a) In this web-based session, participants will learn about classifications, position descriptions, seating incumbents, mapping supervisors, and executing change actions.
 - b) For maximum benefit to the participants, training sessions should have no more than 15-20 attendees.
9. **Scope of Work to be completed: HR Administrator – Configuring Performance Management**
 - a) In this web-based session, participants will learn how to define and build performance review programs, establish scores and weights, set eligibility criteria, and schedule programs.
 - b) For maximum benefit to the participants, training sessions should have no more than 15-20 attendees.
10. **Scope of Work to be Completed: HR Administrator – Managing Performance Programs**
 - a) In this web-based session, participants will learn how to manage and monitor performance programs, including approvals and exceptions.
 - b) For maximum benefit to the participants, training sessions should have no more than 15-20 attendees.
11. **Scope of Work to be Completed: Manager – Performance Management**
 - a) In this web-based session, participants will learn how to use the employee portal and effectively execute on performance management programs.
 - b) For maximum benefit to the participants, training sessions should have no more than 15-20 attendees.
12. **Scope of Work to be Completed: HR Administrator – Reporting**
 - a) In this web-based session, participants will learn how use standard EEOC Reports, create ad-hoc reports, and use saved searches.
 - b) For maximum benefit to the participants, training sessions should have no more than 15-20 attendees.

SECTION II: PROFESSIONAL SERVICES

1. **Scope of Work to be Completed: Site Assessment (Applicant Tracking System and Position Management):**
 - a) PeopleAdmin will provide an expert analysis of system usage and configuration to identify areas where optimization may improve the efficiency and usability of the system.
 - b) PeopleAdmin will deliver a report detailing the Customer's system configuration for use by new employees and managers.
 - c) This Scope of Work will focus on the Applicant Tracking and, if applicable, the Position Management products.
 - d) Recommendations may include, but are not limited to: the addition of employment groups; changes to forms, workflows, or user groups; the addition of new features; or design changes to the applicant portal.
 - e) Should the Customer choose to implement any of the recommendations resulting from the Site Assessment, this may result in addition fees.
 - f) This Scope of Work does not include any modifications to integrations currently supported nor does it include the creation of any new integrations.
 - g) This Scope of Work does not include any exploration of the Customer's processes outside of PeopleAdmin's system. This type of exploration would be addressed via a Site Audit.
 - h) Customer agrees to participate in the service project as described in section A to the extent deemed necessary by the project manager assigned by PeopleAdmin.

2. **Scope of Work to be Completed:** Site Audit (Applicant Tracking System and Position Management):
 - a) PeopleAdmin will work with the Customer team to explore of the organization's processes and requirements and how the PeopleAdmin system could be better leveraged to maximize its value.
 - b) The Scope of Work will focus on the Applicant Tracking and, if applicable, the Position Management products. It does not include an audit of the Performance Management product.
 - c) Recommendations may include, but are not limited to: the addition of employment groups; changes to forms, workflows, or user groups; the addition of new features; or design changes to the applicant portal.
 - d) Should the Customer choose to implement any of the recommendations resulting from the Site Audit, this may result in addition fees.
 - e) This Scope of Work does not include any modifications to integrations currently supported nor does it include the creation of any new integrations.
 - f) This Scope of Work does not include an analysis of the Customer's current PeopleAdmin system configuration. This type of exploration, a Site Assessment is recommended.
 - g) Customer agrees to participate in the service project as described in section A to the extent deemed necessary by the project manager assigned by PeopleAdmin.
3. **Scope of Work to be Completed:** Add support for [NAME] employment group.
 - a) PeopleAdmin will configure the Service as described in the Agreement to support the additional employment group.
 - b) Adding the additional employment group may necessitate the creation additional forms, workflows, users groups or users. Such additions shall be permitted within the scope of this SOW.
 - c) This Scope of Work does not include the modification of any existing forms, workflows, user groups or users.
 - d) This Scope of Work does not include any modifications to integrations currently supported nor does it include the creation of any new integrations.
 - e) Should the Design phase described in section B, above, identify a requirement outside the scope described above, additional fees will be incurred.
 - f) Customer agrees to participate in the service project as described in section A to the extent deemed necessary by the project manager assigned by PeopleAdmin.
4. **Scope of Work to be Completed:** Add support for [NAME] feature.
 - a) PeopleAdmin staff will configure a previously unused feature for the Customer.
 - b) Adding the additional employment group may necessitate the creation additional forms, workflows, users groups or users. Such additions shall be permitted within the scope of this SOW.
 - c) This Scope of Work does not include the modification of any existing forms, workflows, user groups or users.
 - d) This Scope of Work does not include any modifications to integrations currently supported nor does it include the creation of any new integrations.
 - e) Should the Design phase described in section B, above, identify a requirement outside the scope described above, additional fees will be incurred.
 - f) Customer agrees to participate in the service project as described in section A to the extent deemed necessary by the project manager assigned by PeopleAdmin.
5. **Scope of Work to be Completed:** Web Design (Applicant Portal)
 - a) PeopleAdmin will refresh the applicant portal to accurately reflect changing institution branding guidelines.
 - b) Should the Design phase described in section A, above, identify a requirement outside the scope described above, additional fees will be incurred.
 - c) Customer agrees to participate in the service project as described in section A to the extent deemed necessary by the project manager assigned by PeopleAdmin.
6. **Scope of Work to be Completed:** Solution Reengineering
 - a) PeopleAdmin staff will reconfigure an existing feature configuration to better address the customer requirements.
 - b) Reengineering may include, but is not limited to: the addition of employment groups; changes to forms, workflows, or user groups; the addition or removal of features; or design changes to the applicant portal.
 - c) This Scope of Work does not include any Site Audit or Site Assessment to determine the need for Reengineering. These assessment services must be purchased separately.
 - d) This Scope of Work does not include any modifications to integrations currently supported nor does it include the creation of any new integrations.
 - e) Should the Design phase described in section B, above, identify a requirement outside the scope described above, additional fees will be incurred.
 - f) Customer agrees to participate in the service project as described in section A to the extent deemed necessary by the project manager assigned by PeopleAdmin.
7. **Scope of Work to be Completed:** Performance Management Program Refresh
 - a) An one-time service that will help institutions prepare for their next performance review cycle by adding options or making modifications to current processes.
 - b) This Scope of Work may include changes to forms, adjustments to existing performance processes, and turning on or changing program options and capabilities.
 - c) Should the Design phase described in section B, above, identify a requirement outside the scope described above, additional fees will be incurred.
 - d) Customer agrees to participate in the service project as described in section A to the extent deemed necessary by the project manager assigned by PeopleAdmin.
8. **Scope of Work to be Completed:** 5.8 RDB Custom Query Writing
 - a) Required a custom SOW approved by the Director of Services Enablement

SECTION III: STRATEGIC CONSULTING

1. **Scope of Work to be Completed:** Strategic Consulting for Project Readiness
 - a) Assess talent strategy and technical readiness and align processes with goals; help define internal goals and success metrics; ensure stakeholder buy-in; identify data integration and reporting goals; develop training and communication plan.
 - b) Requires a custom SOW approved by the Solutions Consultant

2. **Scope of Work to be Completed:** Talent Management Process Consulting
 - a) Facilitate mapping of current process and identification of future process changes for all constituencies and products; make recommendations for optimal performance and efficiencies; provide customer with a document that defines and describes all new processes.
 - b) Requires a custom SOW approved by the Solutions Consultant

3. **Scope of Work to be Completed:** Reporting and Data Integration Consulting
 - a) PeopleAdmin consultant will work with the customer to identify data, sources, methods and integrations (HRIS and other systems) and create a high-level data specification with report definitions.
 - b) Requires a custom SOW approved by the Solutions Consultant

4. **Scope of Work to be Completed:** Executive Sponsorship
 - a) PeopleAdmin will provide ongoing executive sponsorship to ensure adoption, successful roll out, success measurement and change management.
 - b) Requires a custom SOW approved by the Solutions Consultant

Service Description Summary	Year 1	Year 2	Year 3	Year 4	Year 5
ONSITE TRAINING					
HR Administrator - Applicant Tracking (1 Day)	\$2,500	\$2,600	\$2,700	\$2,810	\$2,920
HR Administrator - Applicant tracking and Position Management (2 Days)	4,500	4,680	4,870	5,060	5,260
Hiring Manager - Applicant Tracking (Limit 3 groups per day)	2,500	2,600	2,700	2,810	2,920
Performance Management Overview (One Day)	2,500	2,600	2,700	2,810	2,920
Custom Training	SOW	SOW	SOW	SOW	SOW
WEB TRAINING					
Hiring Manager - Applicant Tracking (2 Hours)	525	550	570	590	610
Hiring Manager - Applicant Tracking (Faculty Features) (2 Hours)	525	550	570	590	610
Hiring Manager - Applicant Tracking (Civil Service Features) (2 Hours)	525	550	570	590	610
HR Administrator - Applicant Tracking (2 Hours)	525	550	570	590	610
HR Administrator - Applicant Tracking with Position Descriptions (2 Hours)	525	550	570	590	610
HR Administrator – Admin Module (2 Hours)	525	550	570	590	610
HR Administrator - Onboarding (1 Hour)	350	360	370	380	400
HR Administrator - Position Management (2 Hours)	525	550	570	590	610
HR Administrator – Configuring Performance Management (2 Hours)	525	550	570	590	610
Manager – Performance Management (2 Hours)	525	550	570	590	610
HR Administrator - Reporting (2 Hours)	525	550	570	590	610
PROFESSIONAL SERVICES					
Site Assessment (remote)	1,225	1,270	1,320	1,370	1,420
Site Audit (Onsite one day)	2,500	2,600	2,700	2,810	2,920
Add Employment Group (remote)	SOW	SOW	SOW	SOW	SOW
Add Service Feature (remote)	SOW	SOW	SOW	SOW	SOW
Applicant Portal Brand Refresh (remote)	1,500	1,560	1,620	1,680	1,750
Solution Reengineering (remote)	SOW	SOW	SOW	SOW	SOW
5.8 RDB Custom Query Writing (remote)	SOW	SOW	SOW	SOW	SOW
Performance Management Program Refresh (remote)	1,225	1,270	1,320	1,370	1,420
Custom URL for Applicant Portal (remote)	500	520	540	560	580
STRATEGIC CONSULTING					
Strategic Planning for Project Readiness - New Implementation *	SOW	SOW	SOW	SOW	SOW
Talent Management Process Consulting – New Implementation *	SOW	SOW	SOW	SOW	SOW
Reporting and Data Integration Consulting *	SOW	SOW	SOW	SOW	SOW
Executive Sponsorship *	SOW	SOW	SOW	SOW	SOW

* In general, these services are \$2,500 for the first day and \$1,500 for each additional consecutive day, but final pricing will be determined upon ordering. Pricing for first day and additional consecutive days are as follows: Year 1: \$2,500 and \$1,500, Year 2: \$2,600 and \$1,560, Years 3: \$2,700 and \$1,620, Year 4: \$2,810 and \$1,680, and Year 5: \$2,920 and \$1,750 respectively.

EXHIBIT E

PRODUCT PRO RATION TABLE

To simplify billing, TBR desires to have a common renewal date for all annual fees, regardless of the date products are initially licensed. The intent of this pro ration table is to document how the first year annual fees are calculated for institutions who choose to license/upgrade products/services on a date other than the contract anniversary date.

To calculate first year annual fees for the product/service, multiply the annual fees of the service by the percentage for the month in which the product is licensed. This proration table only applies to recurring annual fees, not implementation, one-time setup, or other professional service fees.

MONTH IN WHICH PRODUCT IS LICENSED	PRODUCT/SERVICE
January – March	100%
April – June	75%
July – September	50%
October - December	25%

EXHIBIT F

PeopleAdmin Order Form Template

ORDER FORM

This Order Form, effective as of the date on which it has been executed on behalf of both parties, as provided for below ("Order Form Date"), is issued pursuant to the terms and conditions of the Master Agreement dated _____, 2012, and is made between Tennessee Board of Regents ("Customer") and/or [Institution Name] ("Institution") and PeopleAdmin, Inc. ("PeopleAdmin"). All terms and conditions of the Master Agreement, including any relevant Exhibit, are incorporated in this Order Form by this reference as fully as if written out below, except to the extent modified herein.

This Order Form is issued for benefit of the following TBR Institution, as indicated:

Name of Customer and/or TBR Institution: _____

Address: _____

Please Direct Invoices to: Attn: Deanna Hall, Director of Fiscal Services

Name of Client: Tennessee Board of Regents

Address: 1415 Murfreesboro Road, Ste. 346

 Nashville, TN 37217-2833

Phone Number: 615-366-4422

Fax Number: 615-366-4464

E-mail Address: Deanna.Hall@tbr.edu

Additional Software and Services Licensed Pursuant to Master Agreement. Subject to the terms of the Master Agreement, and in accordance with this Order Form, Customer and/or Institution desires to obtain a license for any of the following additional software, and/or services, for the Customer and/or Institution named above in this Order Form, as follows:

Table A – LICENSE SOFTWARE, MAINTENANCE AND HOSTING/SUPPORT SERVICES:

Licensed Software	First Annual Period Date of Service Begins/Ends	First Annual Period Payment Amount	Subsequent Annual Period	Annual Maintenance Fee Payment Amount
		\$	1/1_- 12/31/_	\$
				\$
				\$
				\$
				\$

				\$
TOTAL LICENSE, MAINTENANCE AND HOSTING/SUPPORT FEE				\$

Notes to Table C:

For the Software Systems identified above in Table A, PeopleAdmin shall provide any pro-rated length of the term and pro-rated amount due. The Subsequent Annual Period shall be the annual Master Agreement term going forward. The "Annual Maintenance Fee Payment Amount" represents the amount due for the full Contract Year.

Table B – IMPLEMENTATION AND TRAINING SERVICES (Professional Services):

Description	Fee
New Product	\$
Custom Work	\$
	\$
MAXIMUM AUTHORIZED TRAVEL	\$
MAXIMUM AUTHORIZED TOTAL	\$

Notes to Tables A & B:

The actual amount that Campus/Institution will pay for time and materials is limited to payment for the fixed fee and shall not exceed the total shown above.

Delivery. The Licensed Software identified in Table A will be delivered within thirty (30) days following the Effective Date of this Order Form.

TBR Institution Name: _____

BY: _____

PRINT NAME: _____

PRINT TITLE: _____

DATE SIGNED: _____

PeopleAdmin, Inc.

BY: _____

PRINT NAME: _____

PRINT TITLE: _____

DATE SIGNED: _____

Tennessee Board of Regents

BY: _____

PRINT NAME: _____

PRINT TITLE: _____

DATE SIGNED: _____

(This date is the Effective Date)

EXHIBIT G

ATTESTATION RE PERSONNEL USED IN CONTRACT PERFORMANCE

CONTRACT NUMBER:	
CONTRACTOR LEGAL ENTITY NAME:	
FEDERAL EMPLOYER IDENTIFICATION NUMBER: (or Social Security Number)	

The Contractor, identified above, does hereby attest, certify, warrant, and assure that the Contractor shall not knowingly utilize the services of an illegal immigrant in the performance of this Contract and shall not knowingly utilize the services of any subcontractor who will utilize the services of an illegal immigrant in the performance of this Contract.

SIGNATURE & DATE:

NOTICE: This attestation MUST be signed by an individual empowered to contractually bind the Contractor. If said individual is not the chief executive or president, this document shall attach evidence showing the individual's authority to contractually bind the Contractor.