

ARKANSAS SUBCONTRACTOR AGREEMENT

THIS AGREEMENT, made this _____ day of _____, 2009 ("Effective Date"), by and between COMPUTER AID, INC., with offices at 470 Friendship Road, Suite 300, Harrisburg, PA, 17111 and Corporate Headquarters at 1390 Ridgeview Drive, Allentown, PA, 18104 ("Contractor") and _____ ("Subcontractor")

WITNESSETH:

WHEREAS, the Contractor has entered into a contract with a third party (the "Customer") to provide certain information technology time and materials services; and

WHEREAS, the Contractor wishes to hire the Subcontractor to perform certain information technology time and materials services on an as-needed basis relating to the Contractor's aforementioned contract with the Customer (such software, including all know-how, trade secrets, copyrights, and patentable inventions relating thereto, being hereinafter referred to collectively as the "Program Materials"); and

WHEREAS, both the Contractor and the Subcontractor desire to set forth in writing the terms and conditions of their agreement, including their respective rights as to the Program Materials.

NOW, THEREFORE, in consideration of the premises hereof and the mutual covenants and conditions hereinafter set forth and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound hereby agree as follows:

1. Information Technology Services. On the terms and conditions set forth herein, Contractor hereby engages Subcontractor to perform information technology time and materials services for the Project in which the Contractor is engaged with the Customer, during the term hereof, and Subcontractor hereby accepts such engagement. Subcontractor agrees to use its best efforts, at a level consistent with entities having a similar level of experience and expertise in the IT industry, in the performance of the services called for hereunder. Upon selection by Contractor, in its sole discretion, of any one or more Subcontractor Employees, Contractor shall provide required information for each requisition in accordance with the procedures set forth in Exhibit A. Information will include the following:

- (i) the name(s) of the Subcontractor Employee(s) needed by Contractor (each, an "Assigned Employee");
- (ii) the name and location of the Contractor Customer for which the Assigned Employee shall work;
- (iii) the description of skills requested;
- (iv) the nature of the work to be performed by each Assigned Employee;
- (v) the time period for which Contractor will utilize each Assigned Employee; and
- (vi) the hourly fee which Contractor will pay shall be in accordance with the Rate Schedule in Exhibit B.

1.1 If a Subcontractor employee begins work at Customer, and the Customer determines within the first week (5 business days) that the Subcontractor employee does not have the skills or capabilities necessary to complete the job as requested in the original requisition, the agency may request that the resource be replaced immediately, and Contractor shall not pay for the work conducted by the unacceptable Subcontractor employee. Contractor

shall also require that the Subcontractor's replacement employee be provided at no charge for the first 5 days of work after replacing the inadequate resource.

2. Term of Agreement. The term of this Agreement shall be from the Effective Date to April 10, 2008. This Agreement will renew automatically for a period of one (1) year at the end of each term unless either party provides written notice to the other party of its desire to terminate the Agreement no less than thirty (30) days prior to the expiration of the preceding term. Subcontractor is a non-exclusive provider to Contractor. Absent the execution of a Statement of Work, this Agreement does not, in and of itself, represent a commitment by Contractor to receive any Services from Subcontractor or pay Subcontractor any fees.

2.1. Notwithstanding any termination of this Agreement, the terms of paragraphs 6, 7, 8, 11 and 12 hereof shall continue in full force and effect.

3. Compliance. The parties hereto acknowledge that the business relationship is between two independent contractors and is not an employer-employee relationship. The Subcontractor warrants and represents that it is a corporation engaged in the business of providing computer consulting/programming services and that it will continue to act as an independent entity notwithstanding any degree of direction or control exerted over its programming activities by the Contractor. Accordingly, the Subcontractor shall pay and report, as applicable, local, state and federal income tax withholdings, social security taxes, unemployment taxes and such other taxes as may be required with respect to payments received by the Subcontractor for the services provided by it pursuant to this Agreement.

3.1. Further, the Subcontractor agrees to indemnify and hold harmless the Contractor from any demands or damages which may arise pursuant to a claim involving the Subcontractor and which is brought under a theory of an employer-employee relationship such as, but not limited to, a claim for, wages, premiums, employment benefits, discrimination (unless caused by the willful conduct of Contractor or its agents), workers' compensation benefits, unemployment insurance, withholding taxes or payroll taxes.

3.2. Subcontractor shall purchase and maintain insurance for protection from claims under the Worker's Compensation Act and other statutory employee benefit provisions, which are applicable in the state in which this Agreement is being performed. Subcontractor shall obtain and keep in force throughout the term of this Agreement, comprehensive general liability insurance to cover claims for damages because of bodily injury, including death, of Customer personnel and third parties and from claims for damage to property of Customer or third parties which may arise out of or result from Subcontractor's performance of work under the Agreement whether such work be by Contractor or by a subcontractor or anyone directly or indirectly employed by any of them. Such liability insurance shall have the following: single limit liability with a minimum amount of \$2,000,000 in coverage.

3.3. Subcontractor shall submit a Certificate of Insurance to Contractor evidencing the required insurance coverage and stating that thirty (30) days prior written notice must be given to Contractor before cancellation of the policy.

3.4. Contractor shall have the right no more than one (1) time in any six month period, at its sole cost and expense and upon reasonable prior written notice, itself or through an independent third party, to inspect the books and records of Subcontractor at Subcontractor's location to determine if Subcontractor is performing its obligations in accordance with the terms of this Agreement. If it is determined by the inspection that there was an overpayment of an amount due to Subcontractor by Contractor, Subcontractor shall promptly pay the difference to Contractor together with interest at the rate of 1.5% per month and, in the event such overpayment exceeds five percent (5%) of the amounts due under the Agreement for such period, Subcontractor shall reimburse Contractor for the costs of the inspection. If it is determined by the inspection that Subcontractor has defaulted in any of its non-monetary obligations under this Agreement, then Contractor may, but shall not be obligated to, pursue its rights and remedies against Subcontractor as permitted hereunder. In no event shall Contractor's failure to enforce its rights upon learning of a default be deemed to be a waiver of such default. Furthermore, if a material default of a non-monetary obligation is uncovered as a result of the inspection, Subcontractor shall promptly reimburse Contractor for the costs of the inspection.

4.0. Compensation. Contractor agrees to pay Subcontractor the rates set forth in Exhibit B for all Customer-Approved billable hours for services rendered by Subcontractor during the term of this Agreement. Fees for any renewal of this Agreement shall be as mutually agreed by parties. Subcontractor shall provide Contractor with an invoice for services performed during the preceding month. Subcontractor employee must enter time into the Vendor Management System (VMS) on a weekly basis or as directed by the Contractor. In the event of a conflict between the invoice and the time entered on VMS, the time entered on VMS shall prevail.

4.1. Subcontractor shall maintain its payroll time records and work reports in accordance with Contractor's requirements for a period of four (4) years. Contractor may audit said books and records during the term of this Agreement and for four (4) years thereafter.

4.2. This Agreement does not entitle Subcontractor to any reimbursement of expenses unless otherwise expressly agreed to in writing in advance as Customer approved and billable.

5. Indemnification. The Subcontractor, at its own expense, agrees to defend, indemnify and hold harmless the Contractor, its employees, successors and assigns from any claim, demand, cause of action, loss, damage, expense or liability (including attorney's fees) that may be incurred by the Contractor as a result of Subcontractor's actions under this Agreement or to the extent that it is based on a claim that Subcontractor infringed or violated the patent, copyright, license or other proprietary or intellectual property right of a third party or arising out of any injury (including death) to persons or damage to property to the extent caused by the negligence or intentional misconduct of Subcontractor or Subcontractor's employees, agents or subcontractors while engaged in the performance of this Agreement or that Subcontractor otherwise acted negligently, improperly or illegally in the performance of its duties pursuant to the terms of this Agreement. In addition, in the event that any such Subcontractor performance is held to constitute an infringement and its use is or may be enjoined, Subcontractor shall, at its option, (1) modify the infringing program coding at its own expense so that it is not infringing;

or (2) procure for the Contractor the right to use and license the use of the infringing program coding at no cost to either the Contractor or the Customer.

6. Ownership of Program Materials. Subcontractor agrees that all program materials, reports, and other data or materials generated or developed by Subcontractor under this Agreement or furnished by either the Contractor or the Customer to the Subcontractor shall be and remain the property of either the Contractor or the Customer. Subcontractor specifically agrees that all copyrightable material developed or created under this Agreement shall be considered works made for hire by Subcontractor for the Contractor and that such material shall, upon creation, be owned exclusively by the Contractor.

6.1. To the extent that any such material, under applicable law, may not be considered work made for hire by Subcontractor for Contractor, Subcontractor agrees to assign and, upon its creation, automatically assigns to Contractor the ownership of such material, including any copyright or other intellectual property rights in such materials, without the necessity of any further consideration. Contractor shall be entitled to obtain and hold in its own name all copyrights in respect of such materials. Subcontractor shall perform any acts that may be deemed necessary or desirable by Contractor to evidence more fully the transfer of ownership of all materials referred to in this paragraph 6 to Contractor to the fullest extent possible, including, without limitation, by executing further written assignments in a form requested by Contractor.

6.2. To the extent that any preexisting rights of Subcontractor are embodied in the Program Materials, Subcontractor hereby grants to Contractor the irrevocable, perpetual, non-exclusive, world wide royalty-free right and license to (1) use, execute, reproduce, display, perform, distribute copies of, and prepare derivative works based upon such pre-existing rights and any derivative works thereof and (2) authorize others to do any or all of the foregoing.

6.3. Subcontractor represents and warrants that it either owns or has valid, paid-up licenses for all software used by it in the performance of its obligations under this Agreement.

7. Protection of Proprietary Materials. From the date of execution hereof and for as long as the information or data remain Proprietary Information or Trade Secrets (as defined in paragraph 7.1), Subcontractor shall not use, disclose, or permit any person to obtain any Proprietary Information or Trade Secrets of Contractor or Customer, including any materials developed or generated hereunder (whether or not the Trade Secrets are in written or tangible form), except as specifically authorized by Contractor or Customer.

7.1. As used herein, "Trade Secrets" shall include, but not be limited to, a whole or any portion or phase of any scientific technical information, design, process, procedure, formula, business plan or improvement relating to the development, design, construction, and operation of Customer's or Contractor's processes in the Application Maintenance Support, and/or Construction Management Development, and/or Desktop Services product offerings areas, that is valuable and not generally known to competitors of Contractor or Customer. "Proprietary Information" shall include, but not be limited to,

customer lists, pricing (including Subcontractor's pricing to Contractor), sales and marketing plans and strategic planning.

7.2. Irreparable harm shall be presumed if Subcontractor breaches any covenant of this Agreement for any reason. This Agreement is intended to address Contractor's legal obligation to protect Customer's proprietary rights pertaining to the Program Materials and Trade Secrets, and any misuse of such rights would cause irreparable harm to the Contractor and Customer's business. Therefore, Subcontractor agrees that a court of competent jurisdiction should immediately enjoin any breach of this Agreement, upon a request by Contractor.

8. Return of Materials. Upon the request of Contractor, but in any event upon termination of this Agreement, Subcontractor shall surrender to Contractor all memoranda, notes, records, drawings, manuals, computer software, and other documents or materials, and all copies thereof, pertaining to the Program Materials or furnished by Contractor or Customer to Subcontractor, including all materials embodying any Trade Secrets. This paragraph is intended to apply to all materials made or compiled by Subcontractor, as well as to all materials furnished to Subcontractor by Contractor or by anyone else that pertain to the Program Materials or Trade Secrets.

9. Termination. This Agreement shall terminate as set forth herein and may be terminated by Contractor at the request of, or due to changes in the services rendered to, Customer. Contractor may terminate this Agreement sooner in the event of Subcontractor's breach or its failure to adequately and/or sufficiently perform its duties hereunder, or if the Customer requires termination sooner. Contractor may terminate this agreement for failure to comply with U.S. or State of Arkansas laws or other gross or willful misconduct. It is understood and acknowledged by Subcontractor that its termination of this Agreement in any manner other than as set forth herein shall cause Contractor to incur substantial damages as a result of having to replace Subcontractor and Subcontractor will be held liable for any such damages which Contractor may incur as a result of any premature termination of this Agreement by Subcontractor.

10. Nonsolicitation of Contractor's Customers. The Subcontractor agrees that Subcontractor or their employees may not solicit Department of Information Systems or other state agencies for Time & Materials positions that would otherwise be provided under this agreement. Solicitation may result in dismissal from the vendor network and /or termination of this Agreement during the term of this Agreement and any renewals thereof. Subcontractor further agrees that it will not use any information regarding customers of Contractor which it may procure during the course of this Agreement. The prohibitions contained herein shall continue for a period of one year from the date of the termination of this Agreement or until the end of the master contract, whichever is sooner.

11. Governing Law and Attorney's Fees. This Agreement is made under, and in all respects shall be interpreted, construed and governed by and in accordance with the laws of this Commonwealth of Pennsylvania. It is agreed that venue for any dispute arising out of this Agreement shall be proper in the courts of Dauphin County, Pennsylvania. In the event of a dispute hereunder, the prevailing party shall be entitled to recover its reasonable attorney's fees.

12. Assignment. This Agreement may not be assigned by Subcontractor without the written consent of Contractor.

13. Entire Agreement and Modification. This Agreement and the Exhibits attached hereto contain the entire agreement between the parties and there are no other representations or warranties and this Agreement supersedes any prior oral or written agreement or negotiations between the parties. This Agreement may only be modified by a written agreement signed by all parties that are to be bound by the modification.

14. Authority. If the party signing this Agreement is doing so as representative of either party, that person guarantees and represents that they have the express authority to bind their respective party and that entering into this Agreement does not violate the provisions of any other contract into which the Subcontractor has entered.

15. Notices. Any notice, demand, request, or other communication (any "Communication") required or permitted to be given or made to or by either party hereunder or under the Agreement shall be in writing. Any Communication shall be deemed to have been delivered on the earlier of the day actually received (by whatever means sent) if received on a business day (or if not received on a business day, on the first business day after the day of receipt) or, regardless of whether or not received after the dates hereinafter specified, on the first business day after having been delivered to Federal Express or comparable air courier service, or on the second business day after having been deposited with the United States Postal Service, Express Mail, return receipt requested, or on the third business day after having been deposited with the United States Postal Service, registered or certified mail, return receipt requested, in each case addressed to the respective party at the several addresses indicated below or to such other addresses as may hereafter be indicated by notice delivered in accordance with the terms hereof to the other party.

If to CAI:

If to:

Contract Administrator
Computer Aid, Inc.
470 Friendship Road
Suite 300
Harrisburg, PA 17111

Copy to:
Gregg M. Feinberg, Esq.
Feinberg & Associates
1390 Ridgeview Drive
Suite 301
Allentown, PA 18104-9065

16. Miscellaneous. All of the terms and provisions of this Agreement shall be binding upon, inure to the benefit of, and be enforceable by, the parties hereto and their respective heirs, successors, legal representatives and permitted assigns.

If any of the provisions of this Agreement are ultimately deemed by a court of competent jurisdiction to be illegal, invalid or unenforceable, such provisions shall be deleted and the remaining terms and provisions of this Agreement shall continue in full force and effect.

Each party hereto shall be excused from performance hereunder for any period and to the extent that it is prevented from performing any services pursuant hereto in whole or in part, as a result of delays caused by the other party or an act of God, or other cause beyond its reasonable control and which it could not have prevented by reasonable precautions, including failures or fluctuations in electric power, heat, light, air conditioning or telecommunication equipment, and such nonperformance shall not be a default hereunder or a ground for termination hereof. Subcontractor's time of performance shall be enlarged, if and to the extent reasonably necessary, in the event that: (i) Customer fails to submit input data in the prescribed form or in accordance with the agreed upon schedules; (ii) special request by Customer or any governmental agency authorized to regulate, supervise, or impact CAI's normal processing schedule; (iii) Customer fails to provide any equipment, software, premises or performance called for by this Agreement, and the same is necessary for Subcontractor's performance hereunder. Subcontractor will notify Customer and Contractor of the estimated impact on its processing schedule, if any. In the event Subcontractor is responsible for an error in processing Customer's data, Subcontractor promptly will correct such error.

17. Subcontractor acknowledges that Contractor has or will enter into an agreement with the State of Arkansas to provide the services referenced herein and that the Subcontractor has had the opportunity to review said agreement and the terms and conditions of Contractor's Agreement with the State of Arkansas (State Contract Number SP-07-0181), hereinafter referred to as "Master Agreement") will flow down to the Subcontractor and become part of this Agreement and the Subcontractor will be bound by the terms and conditions of the Master Agreement. In the event of a conflict between the terms and conditions contained herein and those contained in the Master Agreement, the terms and conditions in the Master Agreement shall prevail.

17.1 Subcontractor is responsible for providing information, resumes and employees in accordance with the processes defined in Exhibit A. Failure to comply that results in Contractor not meeting the service level agreements in the Master Agreement and set forth in Exhibit C may result in a reduction in the use of Subcontractor's services.

17.2 Subcontractor will use industry best practices testing mechanisms to validate and verify employee's technical skills as described in their respective resume. Contractor may request documentation to substantiate the claimed skills on a resume. In the event that subcontractor fails to submit documentation in a timely manner Contractor reserves the right to hold the resume for submission to the client until such time as the documentation is submitted or the requisition is filled.

This Agreement may be executed in several counterparts, all of which taken together shall constitute one single agreement between the parties hereto.

The section headings used herein are for reference and convenience only and shall not enter into the interpretation hereof.

18. Payment terms are 30 days net payment – Contractor shall use its best efforts to pay all properly prepared and submitted invoices within 30 calendar days from the date of receipt of such invoice by the Subcontractor, subject to Contractor’s receipt of payment from the Customer.

19. Background Security Checks. Subcontractor is required to provide written proof of Arkansas State Police Criminal Background Check prior to employee starting work assignment.

Background checks are to be conducted via the ASP-122 form and procedure found at <https://www.ark.org/criminal/index.php?ac:show:contact=1>. The background check must be conducted prior to the date of starting work and on an annual basis thereafter if the employment period warrants. Subcontractor may be required to perform additional background checks at Subcontractor’s expense. This additional requirement will be noted in the requisition.

Subcontractor must maintain valid Visa’s for any of its employees for whom a Visa is required. Any failure to do so will result in removal of the employee and may result in the cancellation of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed on the day and year first above written.

Contractor: COMPUTER AID, INC.

Subcontractor:

By: _____

By: _____

Printed Name

Printed Name

Title

Title

Date: _____

Date: _____

Exhibit A

Workflow Process Description

The IT Staff Augmentation Services contract brings a new ordering process through a Managed Service Provider, CAI. The following details supplement the IT Staff Augmentation Services Order Process Workflow diagram.

Step 1: The End User obtains verbal approval from their manager for a contract services needed.

Step 2: The End User at the agency level will log into the online requisition tool and create a new order. They will follow the order creation process as defined by the State of Arkansas. The End User will use standard job titles and descriptions, as well as skill categories and experience levels, to select an appropriate resource. The End User will need to modify the job description to define the actual work to be performed.

Step 3: The requisition created by the End User will be routed to a DIS contract administrator. The requisition will be reviewed and approved/modified by the administrator.

Step 4: A member of CAI's Account Team will notify the End User that they have received the request, review the requisition for completeness, and submit any questions back to the End User for clarification. The Account Rep will distribute the request to the Vendors to begin the resume gathering process.

Step 5: Vendors will receive the request from the Account Rep via the online tool, and review the requirements. If the Vendor has resources who they feel fit the description of the need, they will submit the resource's resume to the online tool with all required information. The vendors will be required to follow the appropriate procedures and time limits for submittals.

Step 6: The Account Rep checks the status of the online requisition and receives all submitted resumes from the Vendors. The Account Rep will review the resumes and select a group of 3 resumes to pass on to the end user based on skill and experience match and availability. Any special requirements will also be evaluated to ensure an appropriate fit.

Step 7: The Account Rep identifies resume matches and qualifies the candidate.

Step 8: The Account Rep forwards the qualified candidates to the end user via the online tool.

Step 9: The End User reviews the group of resumes and selects an appropriate number of resources to interview/conduct skills assessments.

Step 10: The End User notifies the account rep of the selected resources they would like to interview/skills assessment.

Step 11: The Account Rep contacts the selected Vendor/Candidate and notifies of the next level of selection. The Account Rep will set up the interview/skills assessment based on the availability of the End User.

Step 12: The End User conducts the interview/skills assessment with the Candidate(s), by phone or in person.

Step 13: The End User selects a Candidate and notifies the Account Rep.

Step 14: The Account Rep notifies the Vendor pool that a Candidate has been selected, and notifies the appropriate Vendor that their individual Candidate was selected. The Account Rep adds information on the required steps to take for background checks and other necessary steps prior to the candidate reporting for work. The Acct Rep notifies the Contract Administrator with the candidate name.

Step 15: The Contract Administrator processes the MOU and forwards the completed MOU to CAI and the Service Order Group.

Step 16: The Vendor who manages the approved Candidate notifies the Candidate of selection and provides all job details to the Candidate. The Vendor supports the Candidate in receiving the appropriate background checks or other pre-work.

Step 17: The Account Rep forwards final hire details to CAI corporate accounting.

Step 18: The Candidate begins work.

Arkansas IT Staff Augmentation Services - Order Process Workflow

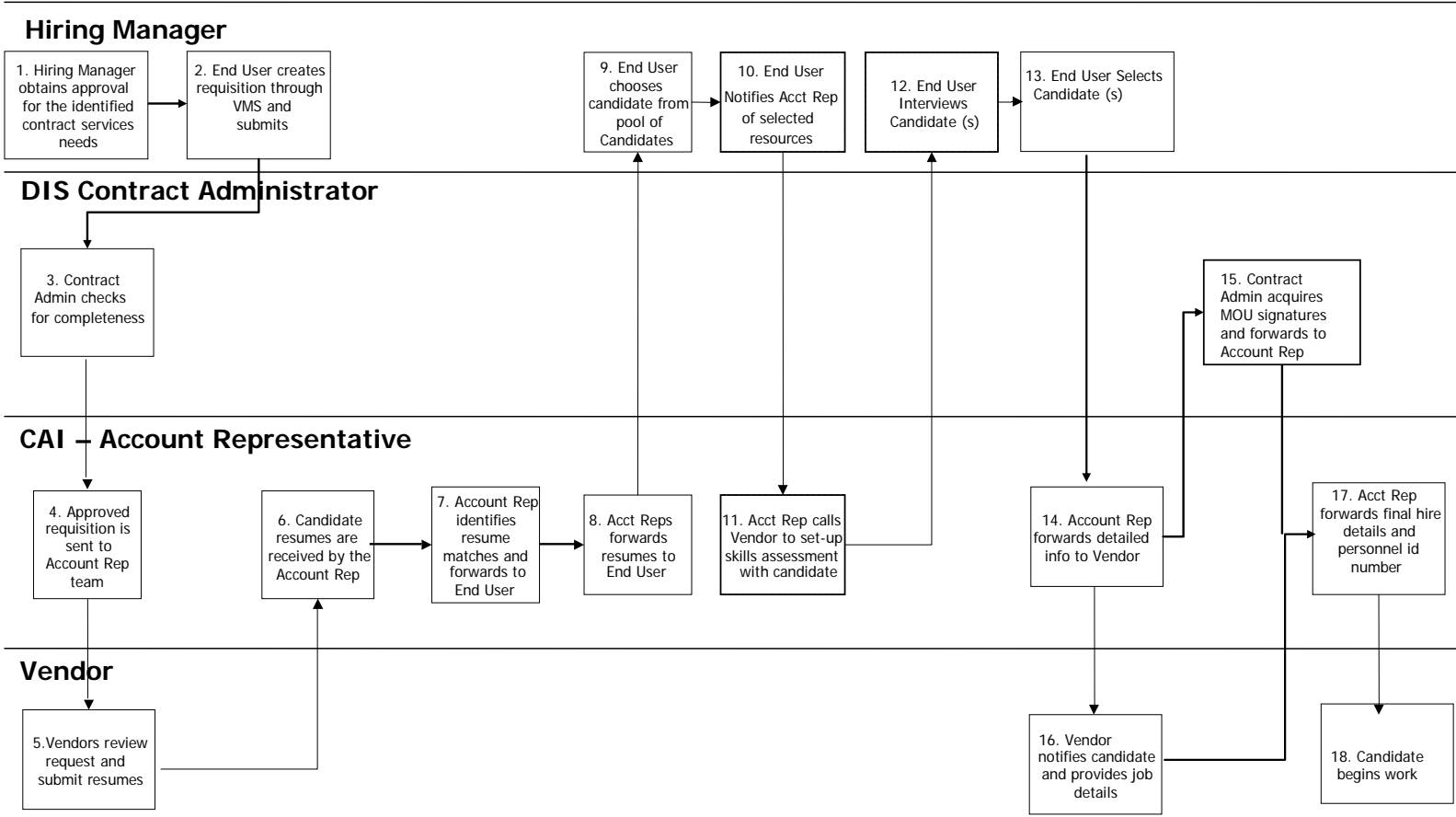


Exhibit B Current Vendor Rate Schedule

Job Title	Vendor Rate		
	SC 1	SC2	SC3
Administrator			
ADM1	\$19.51	\$19.91	\$21.31
ADM2	\$22.85	\$23.32	\$24.94
ADM3	\$26.94	\$27.50	\$29.42
Data Entry Operator			
DE1	\$13.27	\$13.27	\$14.20
DE2	\$14.48	\$14.48	\$15.49
Database Administrator			
DBA 1	\$36.05	\$36.80	\$39.36
DBA 2	\$40.11	\$40.92	\$43.79
DBA 3	\$56.45	\$56.45	\$60.39
Functional Architect			
FA 1	\$27.69	\$28.26	\$30.24
FA 2	\$33.72	\$34.41	\$36.82
FA 3	\$41.97	\$41.97	\$44.91
FA 4 (Lead)	\$50.52	\$50.52	\$54.06
Help Desk Support			
HDS 1	\$21.98	\$21.98	\$23.52
HDS 2	\$23.90	\$23.90	\$25.56
Product Specialist			
PS 1	\$37.64	\$38.41	\$41.10
PS 2	\$42.81	\$43.68	\$46.74
PS 3	\$58.05	\$58.05	\$62.10
Program Manager			
PM 1	\$48.45	\$48.45	\$51.84
PM 2	\$58.14	\$58.14	\$62.20
PM 3	\$67.82	\$67.82	\$72.57
Programmer			
PR 1	\$27.55	\$29.94	\$32.03
PR 2	\$31.74	\$36.06	\$38.59
PR 3	\$48.67	\$48.67	\$52.07

Job Title	Vendor Rate		
	SC 1	SC2	SC3
Quality Assurance Specialist			
QAS 1	\$32.60	\$32.60	\$34.89
QAS 2	\$37.22	\$37.22	\$39.82
QAS 3	\$50.94	\$50.94	\$54.50
Senior Consultant			
SC1	\$68.20	\$72.92	\$80.60
SC2	\$78.12	\$84.14	\$93.00
SC3	\$89.28	\$96.97	\$107.88
Software Process Engineer			
SPS 1	\$36.03	\$36.03	\$38.56
SPS 2	\$40.07	\$40.07	\$42.87
SPS 3	\$56.39	\$56.39	\$60.33
System Administrator			
SA 1	\$31.36	\$31.36	\$33.56
SA 2	\$35.02	\$35.02	\$37.47
SA 3	\$51.13	\$51.13	\$54.70
System Specialist			
SS 1	\$30.09	\$30.09	\$32.20
SS 2	\$32.05	\$32.05	\$34.28
SS 3	\$42.04	\$42.04	\$44.98
Team Lead			
TL 1 (High)	\$51.51	\$51.51	\$55.12
TL 2 (Expert)	\$57.08	\$57.08	\$61.07
Technical Architecture Specialist			
TAS 1	\$34.56	\$34.56	\$36.98
TAS 2	\$40.60	\$40.60	\$43.44
TAS 3	\$46.19	\$46.19	\$49.42
TAS 4 (Lead)	\$49.48	\$49.48	\$52.94
Technical Writer			
TW 1	\$21.79	\$21.79	\$23.32
TW 2	\$26.26	\$26.26	\$28.09
TW 3 (Lead)	\$30.48	\$30.48	\$32.62
Tester			
Test 1	\$28.87	\$28.87	\$30.89
Test 2	\$33.40	\$33.40	\$35.74
Test 3	\$39.16	\$39.16	\$41.90
Test 4 (Lead)	\$53.10	\$53.10	\$56.82

Exhibit C

Service Level Agreement

Performance Metric	Contractor Goal	Performance Target	Description	Calculation	Frequency of Review
Requisition Confirmation Response Time	Instantaneous	92% or higher	Measures average response time from receipt of request to confirmation of request receipt.	Number of requisitions which received confirmation within four hours / total number of requisitions	Monthly
Resume Submittal Response time	3 business days	92% or higher	Measures average response time from receipt of request to delivery of first candidate's resume	Number of requisitions which received first batch of resumes for review within 72 hours / total number of requisitions	Monthly
Normal Fill Rate	N/A	92% or higher	Measures contractor's ability to satisfactorily fulfill requisitions: Indicates how many requisitions are open	Total number of filled positions at month end / total number of requisitions which have been in place more than two weeks	Monthly
Normal Round Fill Rate	N/A	80% or higher	Measures contractor's ability to satisfactorily fulfill requisitions within first round of resumes submitted to requestor (normal requisitions)	Total number of filled positions resulting from the first round of resumes / total number of requisitions filled	Monthly
Urgent Flagged Submittal Response Time	2 business days	92% or higher	Measures average response time from receipt of URGENT request to delivery of first candidate's resume	Number of URGENT requisitions which received first batch of resumes for review within 24 hours / total number of URGENT requisitions	Monthly
Urgent Fill Rate	N/A	92% or higher	Measures contractor's ability to fulfill requisitions: Indicates how many requisitions are open	Total number of URGENT filled positions at month end / total number of requisitions which have been in place more than two weeks	Monthly
Urgent Round 1 Fill Rate	N/A	90% or higher	Measures contractor's ability to fulfill requisitions within first round of resumes submitted to requestor (urgent requisitions)	Total number of URGENT filled positions resulting from the first round of resumes / total number of requisitions filled	Monthly
Attrition Rate	N/A	8% or lower	Measures resource turnover due to unplanned situations which are not caused by the State of Arkansas, not including inadequate performance, death, serious illness, etc.	Number of unplanned turnovers / total number of resources	Monthly
Performance Removal	N/A	5% or lower	Measures resource turnover due to inadequate resource performance	Number of turnovers (due to inadequate performance) / total number of resources	Monthly
Offering Opportunity to the Network	N/A	80% or higher	Measure of how many resource resumes, provided to the State of Arkansas after requisition, are from the contractor's subcontractor network.	Total number of resumes provided to the State of Arkansas from subcontractor resource pools / total number of resumes provided to the State of Arkansas	Monthly

Performance Metric	Contractor Goal	Performance Target	Description	Calculation	Frequency of Review
Usage of Network	N/A	75% or higher	Measure of how many subcontractor resources are selected by the State of Arkansas	Number of subcontractor resources selected within period / Total number of resources selected within period	Monthly
Customer Service Survey Results	Monthly survey of the satisfaction of the agency requestor with the resource(s) placed at that agency by the contractor. Survey will highlight positive and negative points about the contractor's processes and resources in order to identify areas for improvement. The State of Arkansas' Contract Manager will review and include overall results as part of the scorecard.				