

EXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R10/4-06)

Instructions for completing the EDS and the Contract process.



1. Please read the guidelines on the back of this form.
2. Please type all information.
3. Check all boxes that apply.
4. For amendments / renewals, attach original contract.
5. Attach additional pages if necessary.

1. EDS Number: A281-7-ADM-16-044	2. Date prepared: 6/23/2016
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3. CONTRACTS & LEASES

<input checked="" type="checkbox"/> Professional/Personal Services	<input type="checkbox"/> Contract for procured Services
<input type="checkbox"/> Grant	<input type="checkbox"/> Maintenance
<input type="checkbox"/> Lease	<input type="checkbox"/> License Agreement
<input type="checkbox"/> Attorney	<input type="checkbox"/> Amendment# _____
<input type="checkbox"/> MOU	<input type="checkbox"/> Renewal # _____
<input type="checkbox"/> QPA	<input type="checkbox"/> Other _____

FISCAL INFORMATION

4. Account Number: 12090-11000.539034	5. Account Name: ADMINISTRATION
6. Total amount this action: \$45,000.00	7. New contract total: 45,000.00
8. Revenue generated this action: \$0.00	9. Revenue generated total contract: \$0.00
10. New total amount for each fiscal year:	
Year 2016	\$30,000.00
Year 2017	\$15,000.00
Year _____	\$ _____
Year _____	\$ _____

TIME PERIOD COVERED IN THIS EDS

11. From (month, day, year): 6/24/2016	12. To (month, day, year): 10/31/2016
13. Method of source selection: <input checked="" type="checkbox"/> Negotiated	
<input type="checkbox"/> Bid/Quotation <input type="checkbox"/> Emergency <input type="checkbox"/> Special Procurement	
<input type="checkbox"/> RFP# _____ <input type="checkbox"/> Other (specify) _____	

35. Will the attached document involve data processing or telecommunications system Yes: IOT or Delegate has signed off on contract

36. Statutory Authority (Cite applicable Indiana or Federal Codes):
IC 5-28-16

37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.)
Professional services provided to IEDC for HA data integration

38. Justification of vendor selection and determination of price reasonableness:
This vendor has knowledge of our HA system and information to be integrated.

39. If this contract is submitted late, please explain why: (Required if more than 30 days late.)

40. Agency fiscal officer or representative approval <i>Matthew R. Kimmick</i> Digitally signed by Matthew R. Kimmick Economic Development Corporation, ou email=mkimmick@iedc.in.gov, c=US Date: 2016.06.24 10:40:24 -04'00'	41. Date Approved	42. Budget agency approval <i>OC</i>	43. Date Approved 6/27/16
44. Attorney General's Office approval	45. Date Approved	46. Agency representative receiving from AG	47. Date Approved

AGENCY INFORMATION

14. Name of agency: Economic Development Corp	15. Requisition Number: 0000006115
16. Address: IN Economic Development Corp Central Office 1 N CAPITOL AVE STE 700 INDIANAPOLIS, IN 46204-2040	

AGENCY CONTACT INFORMATION

17. Name: Joyce Weidner	18. Telephone #: 317/234-8003
19. E-mail address: joweidner@iedc.in.gov	

COURIER INFORMATION

20. Name: Jackie Addison	21. Telephone #: 317-234-8741
22. E-mail address: jacaddison@iedc.in.gov	

VENDOR INFORMATION

23. Vendor ID # 0000315681	
24. Name: PRAZIER DEAN & HOWARD PLLC	25. Telephone #: N/A
26. Address: 3310 W END AVE STE 550 NASHVILLE, TN 37203	
27. E-mail address: todd.lilly@fdhconsulting.com	
28. Is the vendor registered with the Secretary of State? (Out of State Corporations, must be registered) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
29. Primary Vendor: M/WBE/IN-Vetera Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No IN-Veteran <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	30. Primary Vendor Percentages 100.0 %
31. Sub Vendor: M/WBE/IN-Veteran Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No IN-Veteran <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	32. If yes, list the %: Minority: _____ % Women: _____ % IN- Veteran _____ %
33. Is there Renewal Language in <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	34. Is there a "Termination for Convenience" clause in the document? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No



ADDENDUM

This Addendum is entered into by and between the Indiana Economic Development Corporation (the "IEDC") and the entity designated as "Contractor" below.

The purpose of this Addendum is to modify, delete, or amend certain terms and conditions set forth in the attached Form Contract prepared by Contractor (the "Form Contract"). This Addendum and the Form Contract are incorporated into each other and, when read together, shall constitute one integrated document (this "Agreement"). Any inconsistency, conflict, or ambiguity between this Addendum and the Form Contract shall be resolved by giving precedence and effect to this Addendum.

Contractor Name:

FDH Consulting LLC

Contractor Address:

3310 West End Avenue, Suite 550
Nashville, TN 37203

Title of Form Contract:

FDH Consulting Engagement Letter

WHEREAS, the IEDC entered into a multi-year software as a service license agreement with Host Analytics, Inc. ("Host") for access and use of certain application, data, and documentation services;

WHEREAS, for the IEDC to make the most effective use of the application, data, and documentation services provided by Host, the IEDC must engage the Contractor to perform certain unique and particular services; and

WHEREAS, as a result, the parties desire to enter into this Agreement so the Contractor may perform such services as described herein.

NOW THEREFORE, in consideration of the above recitals and the mutual promises, obligations and stipulations contained herein, the parties hereby agree as follows:

1. FORM CONTRACT/DUTIES OF CONTRACTOR.

The Contractor shall perform the work and/or services for the IEDC as set forth in the Form Contract.

2. TERM.

(A) This Agreement shall commence on **June 24, 2016** and shall remain in effect through **October 31, 2016** or unless earlier terminated in accordance with the provisions of this Agreement (the "Expiration Date"). All work and/or services under this Agreement must be completed by the Expiration Date. In no event shall payments be made for work done or services performed after the Expiration Date.

(B) The Contractor may request in writing that the Expiration Date be extended, provided that the Contractor provides a written justification for the extension at least seven (7) days in advance of the Expiration Date, and the amount of the funds to be paid does not exceed the amount of the original agreement. The IEDC may approve such requests in writing but will not extend the Expiration Date beyond **December 31, 2016**. Approval of the extension is subject to the sole discretion of the IEDC. If the Expiration Date is extended, all other provisions of this Agreement shall remain in full force and effect.

(C) Any provisions which, by their nature, are intended to apply after termination of this Agreement shall survive termination of the Agreement, including provisions for payment of amounts owed for work performed under the Agreement, disclaimer of warranty, limitation of liability, and intellectual property clauses.

3. CONSIDERATION.

(A) All services performed by the Contractor under this Agreement must be authorized by the IEDC and consistent with the description set forth in the Form Contract.

(B) For the services provided hereunder, the Contractor shall be compensated in accordance with the terms set forth in the Form Contract.

(C) Total remuneration under this Agreement shall not exceed **\$45,000.00** ("**Maximum Agreement Amount**"), including the IEDC's reimbursement to the Contractor of reasonable out-of-pocket expenses incurred in connection with the Contractor's services. Accordingly, the Contractor will notify the IEDC when each of the following amounts have accrued to discuss work product, strategy for completion, remaining efforts on this Agreement, and accomplishments to date:

- \$15,000.00
- \$30,000.00
- \$40,000.00

(D) Any increase in the total remuneration under this Agreement shall require an amendment.

(E) All work and/or services provided by the Contractor under this Agreement must be performed to the IEDC's reasonable satisfaction, which satisfaction shall be determined at the discretion of the IEDC, and in accordance with all applicable federal, state, local laws, ordinances, rules, and regulations. The IEDC shall not be required to pay for work found to be unsatisfactory, inconsistent with this Agreement, or performed in violation of federal, state, or local laws.

By mutual agreement of the parties, the following terms and conditions are deleted from the Form Contract:

(A) Any provision requiring payment of consideration in advance unless authorized by an exception listed in Indiana Code § 4-13-2-20.

(B) Any provision giving the Form Contract precedence over this Addendum.

4. PAYMENTS.

(A) The Contractor shall submit monthly invoices for payment in connection with its services provided hereunder. Such invoices shall include a detailed summary of work performed including line item breakdowns and associated costs with each line item and shall otherwise be in compliance with the requirements of this Paragraph. The IEDC reserves the right to request additional details in such Contractor submitted invoices.

(B) The Contractor shall submit invoices to the IEDC at processing@iedc.in.gov.

(C) All payment obligations shall be made in arrears in accordance with Indiana law and state fiscal policies and procedures, and as required by Indiana Code § 4-13-2-14.8. Notwithstanding any other law, rule, or custom, a person or company whom has a contract with the State of Indiana or submits invoices to the state for payment shall authorize, in writing, the direct deposit by electronic funds transfer of all payments by the state to the person or company. The written authorization must designate a financial institution and an account number to which all payments are to be credited. Any exception to this requirement must be approved by the IEDC and the State of Indiana. For forms and additional information, see the Auditor of State's website at www.in.gov/auditor/forms.

(D) No travel and other expenditures made by the Contractor will be reimbursed by the IEDC unless provided for in the Form Contract. Allowable expenditures made by the Contractor for travel will be reimbursed at the current rate paid by the IEDC and in accordance with the State Travel Policies and Guidelines as specified in the current Financial Management Circular, available at <http://www.in.gov/idoa/2459.htm>. All expenses must be approved by the IEDC in writing in advance. Out-of-state travel requests must be reviewed by the IEDC for availability of funds and for appropriateness per Circular guidelines.

5. CONFIDENTIALITY OF INFORMATION.

(A) The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected data. Therefore, the Contractor promises and assures that data, material, and information disclosed to the Contractor by the IEDC for the purpose of this Agreement, and specifically identified as confidential information will not be disclosed to others or discussed with other parties without the prior written consent of the IEDC.

(B) Deleted by mutual agreement of the parties.

6. USE OF THE IEDC NAME.

Notwithstanding the terms provided for the in Form Contract, the IEDC has not granted any additional rights to use its name, trademark, intellectual property, or logos. The Contractor agrees that it will not use the name or intellectual property, including but not limited to IEDC trademarks or logos, in any manner, including commercial advertising or as a business reference without the prior written consent of the IEDC. For any purposes outside those contemplated by this Agreement, and for which the IEDC's participation will be referenced, the IEDC shall have the right of review and approval of the use, disclosure, and the finished product prior to its publication. All such requests shall be made in writing and delivered to the IEDC for approval at its sole discretion.

7. GOVERNING LAW.

(A) This Agreement shall be construed in accordance with, and governed by, the laws of the State of Indiana without regard to principles of choice of law, and suit, if any, must be brought in the State of Indiana. The venue for any court action shall be the circuit or superior court of Marion County, Indiana. The Contractor hereby consents to the personal jurisdiction of Indiana state courts.

(B) If any section, paragraph, term, condition, or provision of this Agreement is found, by a court of competent jurisdiction, to be invalid or unenforceable, or if any paragraph, term, condition, or provision is found to violate or contravene the laws of the State of Indiana, then the section, paragraph, term, condition, or provision so found will be deemed severed from this Agreement, but all other sections, paragraphs, terms, conditions, and provisions will remain in full force and effect.

(C) The Contractor understands that this Agreement is a public record subject to request pursuant to Indiana Code § 5-14-3 and its exemptions. Use by the public of the information contained in this Agreement shall not be considered an act of the IEDC or the State.

8. TERMINATION & FUNDING CANCELLATION.

(A) This Agreement may be terminated by the IEDC whenever, for any reason, with or without cause, the IEDC determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a termination notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The IEDC will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided, but in no case shall total payment made to the Contractor exceed the original Agreement price or shall any price increase be allowed on individual line items if canceled in whole or in part prior to the original termination date.

(B) When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Agreement, the Agreement shall be cancelled. A determination by



the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

9. PROGRESS REPORTS.

(A) The Contractor shall submit written progress reports to the IEDC in accordance with the following:

- 1) Upon the Contractor reaching fifty percent (50%) of the Maximum Agreement Amount, the Contractor shall within fifteen (15) business days provide the IEDC with a progress report. The progress report shall include an assessment of where the work and/or services set forth in this Agreement stands, accomplishments to date, remaining work, and any other requirements reasonably requested by the IEDC.
- 2) Any subsequent progress reports shall be provided to the IEDC upon request and within 15 business days of such request. The subsequent progress reports shall include an assessment of where the work and/or services set forth in this Agreement stands, accomplishments to date, remaining work, and any other requirements reasonably requested by the IEDC.

(B) The Contractor shall submit progress reports to the IEDC at reports@iedc.in.gov.

(C) The progress reports shall serve the purpose of assuring the IEDC that work is progressing in a timely manner, and that completion can be reasonably assured on the scheduled date.

10. ACCESS TO RECORDS & AUDITS.

(A) The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Agreement. The Contractor shall make such materials available at his/her respective office at all reasonable times during the Agreement period, and for three (3) years from the date of final payment under the Agreement, for inspection by the IEDC or by any other authorized representative of state government. Copies thereof shall be furnished at no cost to the IEDC if requested.

(B) The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Agreement. Any such audit shall be conducted in accordance with Indiana Code § 5-11-1 *et seq.* and any audit guidelines specified by the IEDC.

11. THE CONTRACTOR'S SERVICES.

(A) The Contractor recognizes that the services to be performed under this Agreement are vital to the IEDC and must be continued without interruption and that, upon the expiration of the Agreement, a successor, either the IEDC or another contractor, may continue them. The Contractor agrees to use its best efforts and cooperation to effect an orderly and efficient transition to a successor to provide the services contemplated

hereby. This Agreement shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written modification thereof.

- (B) The Contractor shall not commence any additional services or change the scope of services unless and until authorized in writing by the IEDC. No claim for additional compensation or any material change to the Budget shall be made. This Agreement may only be amended, supplemented or modified by a written document executed in the same manner as this Agreement.
- (C) The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. The Contractor represents that it has or shall obtain at its own expense all personnel, materials, and equipment required to perform the services under this Agreement. All of the work performed hereunder shall be performed by the Contractor or under its supervision. The Contractor warrants that all personnel assigned to perform the services or other consultants or subcontractors engaged by the Contractor to perform the services are fully qualified and authorized to perform such services under the state and local laws. If the IEDC becomes dissatisfied with the work product of, or the working relationship with, any individuals assigned to work under this Agreement, the IEDC may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request.
- (D) The IEDC shall, at all reasonable times, have the right to inspect the work, services or performance of the Contractor. The Contractor shall furnish all reasonable aid and assistance required by the IEDC for proper examination of the work or services. Such inspection shall not relieve the Contractor of any obligation to perform said services in accordance with the law or this Agreement.

12. OWNERSHIP OF DOCUMENTS AND MATERIALS.

- (A) Upon the expiration or termination of this Agreement, the Contractor, at the IEDC's request, will transfer to the IEDC all the materials in Contractor's possession prepared for the IEDC or provided to the Contractor by the IEDC for the services rendered under this Agreement.
- (B) All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the Contractor prior to execution of this Agreement, but specifically developed under this Agreement shall be considered "work for hire," and the Contractor shall transfer any ownership claim to the IEDC, and all such materials will be the property of the IEDC. The Contractor agrees to execute any and all documents necessary to assign and transfer to the IEDC all intellectual property and other rights in materials and information created for the IEDC pursuant to this Agreement.
- (C) Use of these materials, other than related to Agreement performance by the Contractor, without the prior written consent of the IEDC, is prohibited. The Contractor shall take



such action as is necessary under law to preserve the IEDC's rights in and to the work product or intellectual property while such property is within the control and/or custody of the Contractor. During the performance of this Agreement, the Contractor shall be responsible for any loss of or damage to these materials developed for or supplied by the IEDC and used to develop or assist in the services provided while the materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. The Contractor shall provide the IEDC full, immediate, and unrestricted access to the work product during the term of this Agreement.

13. COMPLIANCE WITH LAWS.

- (A) The Contractor agrees to comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of regulations thereunder after execution of this Agreement shall be reviewed by the IEDC and the Contractor to determine whether the provisions of this Agreement require formal modification.
- (B) The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State of Indiana, as set forth in Indiana Code § 4-2-6, Indiana Code § 4-2-7, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the website of the Indiana Inspector General at <http://www.in.gov/ig/>. If the Contractor or its agents violate any applicable ethical standards, the IEDC may, in its sole discretion, terminate this Agreement immediately upon notice to Contractor. In addition, the Contractor may be subject to penalties under Indiana Code § 4-2-6, Indiana Code § 4-2-7, Indiana Code § 35-44.1-1-4 and under any other applicable laws.
- (C) The Contractor certifies by entering into this Agreement that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana or the IEDC. Further, the Contractor agrees that any payments in arrears and currently due to the State of Indiana or to the IEDC may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Agreement suspended until the Contractor is current in its payments and has submitted proof of such payment to the IEDC.
- (D) The Contractor warrants that it has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana, or pending, and agrees that it will immediately notify the IEDC of any such actions. During the term of such actions, the Contractor agrees that the IEDC may delay, withhold, or deny work under any supplement, amendment, change order, or other contractual device issued pursuant to this Agreement.



- (E) If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the IEDC or the State of Indiana or its agencies, and the IEDC decides to delay, withhold, or deny work to Contractor, Contractor may request that it be allowed to continue, or receive work, without delay.
- (F) Any payments that the IEDC may delay, withhold, deny, or apply under this Section shall not be subject to penalty or interest under Indiana Code § 5-17-5.
- (G) The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations applicable in connection with the services provided under this Agreement. Failure to do so is a material breach of the Agreement and grounds for immediate termination of this Agreement and denial of further work with the IEDC. The IEDC shall not be required to reimburse the Contractor for any services performed when Contractor or its employees or subcontractors were not or are not in compliance with such applicable standards, laws, rules or regulations. If licensure, certification or accreditation expires or is revoked, Contractor shall notify the IEDC immediately, and the IEDC, at its option, may immediately terminate this Agreement.
- (H) The Contractor affirms that, if it is an entity described in Title 23 of the Indiana Code, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

14. COMPLIANCE WITH TELEPHONE SOLICITATIONS ACT.

As required by Indiana Code § 5-22-3-7:

- (A) The Contractor and any principals of the Contractor certify that:
 - (1) The Contractor, except for de minimis and nonsystematic violations, has not violated the terms of:
 - (a) Indiana Code § 24-4.7 [Telephone Solicitation of Consumers],
 - (b) Indiana Code § 24-5-12 [Telephone Solicitations], or
 - (c) Indiana Code § 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if Indiana Code § 24-4.7 is preempted by federal law; and
 - (2) The Contractor will not violate the terms of Indiana Code § 24-4.7 for the duration of the Agreement, even if Indiana Code § 24-4.7 is preempted by federal law.
- (B) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor:
 - (1) Except for de minimis and nonsystematic violations, has not violated the terms of Indiana Code § 24-4.7 in the previous three hundred sixty-five (365) days, even if Indiana Code § 24-4.7 is preempted by federal law; and

- (2) Will not violate the terms of Indiana Code § 24-4.7 for the duration of the Agreement, even if Indiana Code § 24-4.7 is preempted by federal law.

15. DRUG-FREE WORKPLACE CERTIFICATION.

- (A) The Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace during the term of this Agreement. The Contractor will give written notice to the IEDC within ten (10) days after receiving actual notice that the Contractor or an employee of the Contractor in the State of Indiana has been convicted of a criminal drug violation occurring in the Contractor's workplace.
- (B) It is further expressly agreed that a false certification, a violation of the certification or the failure of the Contractor to, in good faith, comply with the terms of this Section shall constitute a material breach of this Agreement and shall entitle the IEDC to impose, or may otherwise result in, sanctions against the Contractor including, but not limited to, suspension of Agreement payments, the termination of this Agreement and/or the debarment of the Contractor from doing further business with the IEDC and the State of Indiana for up to three (3) years.
- (C) In addition to the provisions of above paragraphs, if the total Agreement amount set forth in the Agreement is in excess of Twenty-Five Thousand Dollars (\$25,000.00), the Contractor hereby further agrees that this Agreement is expressly subject to the terms, conditions and representations of the following Certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all contracts with and contracts from the State of Indiana in excess of \$25,000.00. No award of a contract shall be made, and no grant, purchase order, or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the Contractor and made part of the contract or agreement as part of the contract documents.

The Contractor certifies and agrees that it will provide a drug-free workplace by:

- (1) Publishing and providing to all of its employees a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
- (2) Establishing a drug-free awareness program to inform employees about:
- (a) The dangers of drug abuse in the workplace;
 - (b) The Contractor's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and

- (d) The penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace.
- (3) Notifying all employees in the statement required by subparagraph (A) above that, as a condition of continued employment, the employee will:
 - (a) Abide by the terms of the statement; and
 - (b) Notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and
- (4) Notifying in writing the IEDC within ten (10) days after receiving notice from an employee under subparagraph 3(b) above, or otherwise receiving actual notice of such conviction; and
- (5) Within thirty (30) days after receiving notice under subparagraph 3(b) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace:
 - (a) Take appropriate personnel action against the employee, up to and including termination; or
 - (b) Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purpose by a Federal, State or local health, law enforcement, or other appropriate agency; and
- (6) Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs 1 through 5 above.

16. NONDISCRIMINATION.

Pursuant to Indiana Code § 22-9-1-10 and the Civil Rights Act of 1964, the Age Discrimination in Employment Act and the Americans with Disabilities Act, the Contractor and its subcontractors, if any, shall not discriminate against any employee or applicant for employment relating to this Agreement with respect to the hire, tenure, terms, conditions, or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's race, color, religion, sex, age disability, national origin or ancestry or status as a veteran, or any other characteristic protected by federal, state, or local law. Breach of this covenant may be regarded as a material breach of the Agreement. Acceptance of this Agreement also signifies compliance with applicable federal and state laws and regulations prohibiting the aforementioned discrimination in the provision of services.

17. NOTICE TO PARTIES.

(A) Whenever any notice, statement, or other communication ("Notice") is required under this Agreement, it shall be sent to the following address, unless otherwise advised in writing:

- 1) Notices to the IEDC shall be sent to:
INDIANA ECONOMIC DEVELOPMENT CORPORATION
Attn: General Counsel
One North Capitol Avenue, Suite 700
Indianapolis, IN 46204-2288

reports@iedc.in.gov

2) Notices to the Contractor shall be sent to:

FDH CONSULTING LLC
Attn: Todd C. Lilly, Principal
3310 West End Avenue, Suite 550
Nashville, TN 37203
Todd.Lilly@fdhconsulting.com

(B) Any change in the Contractor's contact information must be provided in writing by the Contractor to the IEDC in accordance with this paragraph.

(C) Notice shall be provided via electronic mail to the Contractor's electronic mail address and via certified, registered, or first-class U.S. mail at the option of the IEDC. Notice shall be deemed delivered upon dispatch.

18. SUBCONTRACTS, ASSIGNMENT & KEY PERSONS.

(A) The Contractor shall not assign or subcontract the whole or any part of this Agreement without the prior written consent of the IEDC. The Contractor agrees to bind all subcontractors, successors and assignees to all the terms and conditions of this Agreement. The Contractor shall specifically require each subcontractor, if any, who has access to the IEDC's confidential information in the course of performing any services to be bound by the confidentiality provisions in Paragraph 5 of this Agreement and, at the IEDC's discretion, to execute a non-disclosure agreement that is satisfactory to the IEDC.

(B) KEY PERSON(S): Deleted by mutual agreement of the parties.

(C) BACKGROUND CHECKS: Deleted by mutual agreement of the parties.

19. INDEMNIFICATION.

The Contractor shall indemnify, defend, and hold harmless the IEDC and the State of Indiana and their respective agents, officers, employees and representatives from all third party claims and suits for loss or damage to property, including the loss of use thereof, and injuries to or death of persons, including without limitation any officers, agents, employees, and representatives of the Contractor or its subcontractor(s), and from all judgments recovered there from and for expenses in defending any such claims or suits, including court costs, attorneys' fees, and for any other expenses caused by an act or omission of the Contractor and/or subcontractor(s), agents, officers, or employees in connection with performance of this Agreement. The IEDC shall not provide such indemnification to Contractor. Notwithstanding the foregoing, the Contractor's indemnification shall be limited to \$90,000.00 (two times the Maximum Agreement Amount).

20. DEBARMENT AND SUSPENSION.

(A) The Contractor certifies, by entering into this Agreement, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared

ineligible, or voluntarily excluded from entering into this Agreement by any federal agency, branch of government, or by any department, agency, or political subdivision of the State of Indiana. The term "principal" for purposes of this Agreement means an officer, director, owner, partner, key employee, or other person with primary management of supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.

- (B) The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Agreement and shall be solely responsible for any recoupment, penalties, or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify the IEDC if any subcontractor becomes debarred or suspended, and shall, at the IEDC's request, take all steps required by the IEDC to terminate its contractual relationship with the subcontractor for work to be performed under this Agreement.

21. ATTORNEYS' FEES & INTEREST.

The IEDC will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest, attorneys' fees, court costs, or litigation expenses, except as required by Indiana law, in part, Indiana Code § 5-17-5, Indiana Code § 34-54-8, and Indiana Code § 34-13-1, and Indiana Code § 34-52-2-3. Notwithstanding the provisions contained in Indiana Code § 5-17-5, the parties stipulate and agree that any liability resulting from the IEDC's failure to make prompt payment shall be based solely on the amount of funding originating from the State of Indiana and shall not be based on funding from federal or other sources.

22. MISCELLANEOUS.

- (A) No right conferred on either party under this Agreement shall be deemed waived and no breach of this Agreement excused, unless such waiver or excuse is in writing and signed by the party claimed to have waived such right. Neither the IEDC's review, approval, or acceptance of, nor payment for the services required under this Agreement shall be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement, and the Contractor shall be and remain liable to the IEDC in accordance with applicable law for all damages to the IEDC caused by the Contractor's negligent performance of any of the services furnished under this Agreement.

- (B) This Agreement constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Agreement will be valid provisions of this Agreement. This Agreement may not be modified, supplemented, or amended, in any manner, except by written agreement signed by all necessary parties.

- (C) This Agreement may be executed through an original or electronically, and in duplicates or through counterparts, each of which shall be deemed to be an original, and all of which shall constitute but one and the same Agreement.

(D) Both parties hereto, in the performance of this Agreement, shall act in an individual capacity and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property arising out of the acts or omissions of the agents, employees or subcontractors of the other party.

(E) Nothing in this Agreement shall be construed to confer any rights or remedies on any third party not a signatory to this Agreement, including, the employees or subcontractors of the Contractor.

(F) Deleted by mutual agreement of the parties.

(G) The IEDC is exempt from state, federal, and local taxes. The IEDC will not be responsible for any taxes levied on the Contractor as a result of this Agreement.

23. INSURANCE.

The Contractor shall secure and keep in force during the term of this Agreement the insurance coverage required by law and as would be reasonable to cover claims of any nature which may arise out of or result from this Agreement. Upon request, the Contractor shall furnish a certificate of insurance and all endorsements to the IEDC.

24. AUTHORITY TO BIND CONTRACTOR.

Notwithstanding anything in the Agreement to the contrary, the signatory for the Contractor represents that he/she has been duly authorized to execute contracts on behalf of the Contractor and has obtained all necessary or applicable approvals from the home office of the Contractor to make this Agreement fully binding upon the Contractor when his/her signature is affixed and is not subject to home office acceptance hereto when accepted by the IEDC.

25. INFORMATION TECHNOLOGY ACCESSIBILITY STANDARDS.

If the Contractor provides any information technology-related products or services to the IEDC, the Contractor shall comply with all Indiana Office of Technology (IOT) standards, policies, and guidelines, which are available online at <http://iot.in.gov/architecture/>. The Contractor specifically agrees that all hardware, software, and services provided to or purchased by the IEDC shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and Indiana Code § 4-13.1-3. Any deviation from these architecture requirements must be approved in writing by IOT in advance. The IEDC may terminate this Agreement for default if the Contractor fails to cure a breach of this provision within a reasonable time.

26. DISPUTES.



(A) Should any disputes arise with respect to this Agreement, the Contractor and the IEDC agree to act immediately to resolve such disputes. Neither party shall be required to submit to binding arbitration for the resolution of disputes. Time is of the essence in the resolution of disputes.

(B) The Contractor agrees that, the existence of a dispute notwithstanding, it will continue, without delay, to carry out all of its responsibilities under this Agreement that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work or services, without delay, any additional costs incurred by the IEDC or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the IEDC for such costs.

27. AGREEMENT MODIFICATIONS.

Only the following paragraphs of this Agreement were added, deleted, or modified during construction and/or negotiation of this Agreement. All changes to this Agreement are mutually agreed to by the parties.

Paragraph 3 of this Addendum, entitled Consideration, is modified by the mutual agreement of the parties.

(A) Paragraph 4 of this Addendum, entitled Payments, is modified by the mutual agreement of the parties.

(B) Paragraph 5 of this Addendum, entitled Confidentiality of Information, is modified by the mutual agreement of the parties.

(C) Paragraph 6 of this Addendum, entitled Use of the IEDC Name, is modified by the mutual agreement of the parties.

(D) Paragraph 9 of this Addendum, entitled Progress Reports, is modified by the mutual agreement of the parties.

(E) Paragraph 18 of this Addendum, entitled Subcontracts, Assignment & Key Persons, is modified by the mutual agreement of the parties.

(F) Paragraph 19 of this Addendum, entitled Indemnification, is modified by the mutual agreement of the parties.

(G) Paragraph 22 of this Addendum, entitled Miscellaneous, is modified by the mutual agreement of the parties.

(H) Paragraph 23 of this Addendum, entitled Insurance, is modified by the mutual agreement of the parties.

28. NON-COLLUSION AND ACCEPTANCE.

The undersigned attests, subject to the penalties for perjury, that the undersigned is the properly authorized representative, agent, member, or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent, or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Agreement other than that which appears upon the face hereof.

Signatures Appear on the Following Page



In Witness Whereof, Contractor and the Indiana Economic Development Corporation have, through duly authorized representatives, entered into this Agreement. The parties, having read and understand the foregoing terms of the Agreement, do by their respective signatures dated below hereby agree to the terms thereof.

FDH CONSULTING LLC

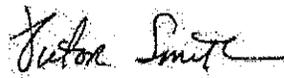


Signature
Todd C. Lilly, Principal

Printed Name and Title

Date: 6/22/2016

INDIANA ECONOMIC DEVELOPMENT CORPORATION
Victor P. Smith, Secretary of Commerce
(Digital Signature Stamp Below)



Digitally signed by Victor P. Smith
DN: cn=Victor P. Smith,
o=Secretary of Commerce,
ou=IEDC,
email=vsmith@iedc.in.gov, c=US
Date: 2016.06.22 15:27:58 -04'00'

STATE BUDGET AGENCY



BRIAN E. BAILEY, DIRECTOR

Date: 6/27/16



June 3, 2016

Matthew Kimmick
Chief Financial Officer
Indiana Economic Development Corporation
One North Capitol, Suite 700
Indianapolis, IN 46204

Dear Mr. Kimmick:

FDH Consulting, LLC ("FDH") is pleased to present this Engagement Letter to assist the Indiana Economic Development Corporation ("IEDC" or "Client") with the enhancement of Host Analytics. This Engagement Letter describes the scope of work, activities and deliverables that we have discussed to complete this engagement.

Objective

The objective of this project will be for FDH to assist IEDC with the design and implementation of specific reporting and data integration projects in the Host Analytics application ("Host").

Scope and Activities

The following describes the specific areas that are in scope for this project:

- **Automated Data Integration:**

- **GL Integrations:**

- FDH will integrate the IEDC PeopleSoft general ledger ("GL") balances and selected accounts payable transactions utilizing Dell Boomi as the integration tool selected by IEDC. These integrations will use two PeopleSoft queries provided by IEDC. This work will include integrating these data sets in the Sandbox environment first for unit testing and validation by IEDC. Once fully validated by IEDC, the data will be integrated with the Production environment. Segment data loads, such as new accounts and any data from Indiana Economic Development Foundation ("IEDF") will not be included in these integrations.



Hours and Professional Fees

Our professional fees will be based on a time and materials basis. The following table outlines our estimates for the hours and fees for the project:

Project	Estimated Hours	Rate	Estimated Fees
Boomi Integration – GL balances and AP Transactions	150-200	\$140	\$21,000-\$28,000
Weekly Status Meetings and Updates, 2-4 hours a week	20-48	\$140	\$2,800-\$6,720
Total	170-248		\$23,800-\$34,720

Any support hours incurred to assist or train the Client in the use of Host beyond the scope of this EL are not included in these hours estimates and would be billed as additional hours.

Professionals fees associated with this EL will not exceed \$40,000 without prior notice and approval of Client.

In addition to professional fees, you agree to reimburse FDH for reasonable out-of-pocket expenses incurred in connection with FDH's services, such as travel, reproduction, telephone, postage, typing and printing. Neither the amount of our fees nor the payment of our fees and expenses will depend upon the results of our work.

Professional fees and actual expenses will be billed monthly. Invoices are due net 35 days from time of receipt.

Deliverable Acceptance

The deliverables outlined above will be incorporated in the agreed to project plan to provide a schedule of completion. Client will have 10 business days to review and approve each deliverable (including revisions to a deliverable requested by Client). If FDH does not receive feedback within 5 business days, FDH reserves the right to extend the project timeline by an additional 5 business days and Client agrees to pay for any additional hours incurred as a result of the extended timeline. Client will designate an employee as the single point of contact to review and approve all the deliverables for this engagement. The Client designated single point of contact may delegate responsibility for any individual deliverable to another Client employee but such delegation will not result in additional time for review.

Other Matters

FDH's services are not intended to be an audit, examination, attestation, special report or agreed-upon procedures engagement as those services are defined in American Institute of Certified Public Accountants (AICPA) literature applicable to such engagements conducted by independent auditors. Accordingly, these services will not result in the issuance of a written communication to third parties by FDH directly reporting on financial data or internal control or expressing a conclusion or any other form of assurance.



Our analysis will be prepared in part on the basis of information received from Client. No independent verification of this information will be made by FDH and we assume no responsibility for the accuracy or reliability of the information provided to us. The analysis will be intended solely for the use of FDH for its business purposes and should not be relied upon for any other purposes.

The intent of this engagement is not to render tax advice.

This engagement letter has been reviewed with Client management to ensure all parties understand that we will not be undertaking any management functions or decisions. Your response, by way of your approval of this engagement letter, is to confirm that our role is strictly advisory.

IEDC gives FDH the limited right to use IEDC's logo on documents prepared for IEDC internally (e.g., internal presentations) or approved and distributed on IEDC's behalf.

Engagement Assumptions

In assembling this response and estimating the engagement timing and fees, FDH has made certain general assumptions.

- Client will provide load all data necessary for the reports written and will be responsible for validating the reports.
- GL Data Integrations – 1 GL Balances integration and 1 AP transactions integration. Client will be responsible for providing access to the PeopleSoft data queries and for the accuracy of the data queries.
- The year-end Host accounting closing procedure documentation will be the only training or process documentation required for this EL.
- FDH assumes a single training session of 1 hour each for Boomi, data loads and running FPP report.
- Client will provide all requested data and information in the timeframe necessary to meet the project milestones.
- Our timeline does not estimate any significant business changes with Client such as new products, acquisitions, divestitures, material staffing changes.
- Client will designate Mike Luciani and Georgia Chang (or such another individual(s) should Client so decide) as the project managers for their respective functions.
- Client will provide resources at each project stage that are knowledgeable of Client business requirements and capable of facilitating timely decision making to support the project timeline.
- Client resources will participate in system, integration, and user acceptance testing with support of FDH professionals.
- Client is responsible for extracting and cleansing data from its legacy systems.
- Client resources will be able to meet their obligations with regards to the project.
- FDH will not act in the capacity equivalent to a member of management or as an employee of Client.
- FDH will provide observations to Client management during this engagement. Client management is solely responsible for evaluating such observations and then determining what changes/improvements (if any) Client should implement.
- Client has an efficient project issue resolution process and decisions will be made within 10 business days.



- FDH will provide the services under this proposal during its normal business hours, Monday through Friday, except holidays.
- For resources onsite, Client will provide space, internet access and access to printing.

Acceptance

We would like to thank you for this opportunity and we look forward to continue working with IEDC. Our signature below represents FDH's agreement to the terms and conditions of this Engagement Letter. If you have any questions, please contact me at (615) 708-8870.

Very truly yours,

FDH Consulting, LLC

Todd C. Lilly
Principal

ACCEPTANCE AND AUTHORIZATION TO PROCEED

For Indiana Economic Development Corporation

Matthew Kimmick, VP & CFO

Date

EXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R10/4-06)



Instructions for completing the EDS and the Contract process.

1. Please read the guidelines on the back of this form.
2. Please type all information.
3. Check all boxes that apply.
4. For amendments / renewals, attach original contract.
5. Attach additional pages if necessary.

1. EDS Number: A281-7-ADM-16-044	2. Date prepared: 7/26/2016
-------------------------------------	--------------------------------

3. CONTRACTS & LEASES

<input checked="" type="checkbox"/> Professional/Personal Services	<input type="checkbox"/> Contract for procured Services
<input type="checkbox"/> Grant	<input type="checkbox"/> Maintenance
<input type="checkbox"/> Lease	<input type="checkbox"/> License Agreement
<input type="checkbox"/> Attorney	<input checked="" type="checkbox"/> Amendment# <u>1</u>
<input type="checkbox"/> MOU	<input type="checkbox"/> Renewal # _____
<input type="checkbox"/> QPA	<input type="checkbox"/> Other _____

FISCAL INFORMATION

4. Account Number: 12090-11000.539034	5. Account Name: ADMINISTRATION
6. Total amount this action: \$12,000.00	7. New contract total: 57,000.00
8. Revenue generated this action: \$0.00	9. Revenue generated total contract: \$0.00
10. New total amount for each fiscal year:	
Year 2016	\$30,000.00
Year 2017	\$27,000.00
Year _____	\$ _____
Year _____	\$ _____

TIME PERIOD COVERED IN THIS EDS

11. From (month, day, year): 6/24/2016	12. To (month, day, year): 10/31/2016
13. Method of source selection:	
<input type="checkbox"/> Bid/Quotation	<input checked="" type="checkbox"/> Negotiated
<input type="checkbox"/> Emergency	<input type="checkbox"/> Special Procurement
<input type="checkbox"/> RFP# _____	<input type="checkbox"/> Other (specify) _____

35. Will the attached document involve data processing or telecommunications system Yes: IOT or Delegate has signed off on contract

36. Statutory Authority (Cite applicable Indiana or Federal Codes):
IC 5-28-16

37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.)
Professional services provided to IEDC for HA data integration. This Amendment is to be combined with PO # 0016564554, upon approval. Additional amount has been added to line 2.

38. Justification of vendor selection and determination of price reasonableness:
This vendor has knowledge of our HA system and information to be integrated.

39. If this contract is submitted late, please explain why: (Required if more than 30 days late.)

40. Agency fiscal officer or representative approval
Matthew J. Kimmick
DK: c:\mattkim\k\kim_mick_email\mattkim@iedc.in.gov Date: 20160726 12:11:34 -0400

44. Attorney General's Office approval

41. Date Approved

45. Date Approved

AGENCY INFORMATION	
14. Name of agency: Economic Development Corp	15. Requisition Number: 0000006180
16. Address: IN Economic Development Corp Central Office 1 N CAPITOL AVE STE 700 INDIANAPOLIS, IN 46204-2040	

AGENCY CONTACT INFORMATION	
17. Name: Joyce Weidner	18. Telephone #: 317/234-8003
19. E-mail address: joweidner@iedc.in.gov	

COURIER INFORMATION	
20. Name: Jackie Addison	21. Telephone #: 317-234-8741
22. E-mail address: jacaddison@iedc.in.gov	

VENDOR INFORMATION	
23 Vendor ID #	0000315681
24. Name: FRAZIER DEAN & HOWARD PLLC	25. Telephone #: N/A
26. Address: 3310 W END AVE STE 550 NASHVILLE, TN 37203	

27. E-mail address: todd.lilly@fdhconsulting.com

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

29. Primary Vendor: M/WBE/IN-Vetera	30. Primary Vendor Percentages
Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	100.0 %
Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
IN-Veteran <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	

31. Sub Vendor: M/WBE/IN-Veteran	32. If yes, list the %:
Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Minority: _____ %
Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Women: _____ %
IN-Veteran <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	IN- Veteran _____ %

33. Is there Renewal Language in Yes No

34. Is there a "Termination for Convenience" clause in the document? Yes No



FIRST AMENDMENT

This First Amendment (the "**First Amendment**") to the Professional Services Agreement is made by and between the Indiana Economic Development Corporation (the "**IEDC**") and FDH Consulting LLC (the "**Contractor**").

RECITALS

WHEREAS, the IEDC and the Contractor previously entered into that certain Professional Services Agreement, which was executed on June 27, 2016 (the "**Original Agreement**");

WHEREAS, the Original Agreement and the First Amendment shall hereinafter be referred to collectively as the "**Agreement**"; and

WHEREAS, the IEDC and the Contractor desire to amend the Agreement for changes in services and to increase the total remuneration under this Agreement; and

NOW, THEREFORE, in consideration of the above recitals and the mutual promises, obligations and stipulations contained in this First Amendment and the Original Agreement, the parties hereby agree as follows:

EFFECTIVE DATE

1. This First Amendment shall take effect on the last signature hereto ("**Effective Date**").

AMENDMENT

2. The parties agree that the Contractor's Form Contract dated June 3, 2016, is deleted in its entirety and replaced with the attached Form Contract entitled FDH Consulting Engagement Letter dated July 20, 2016.

3. Paragraph 3(C) of the Agreement is deleted and replaced in its entirety with the following:

3. **CONSIDERATION.**

(C) Total remuneration under this Agreement shall not exceed **\$57,000.00** (the "**Maximum Agreement Amount**"), including the IEDC's reimbursement to the Contractor of reasonable out-of-pocket expenses incurred in connection with the Contractor's services. Accordingly, the Contractor will notify the IEDC when each of the following amounts have accrued to discuss work product, strategy for completion, remaining efforts on this Agreement, and accomplishments to date:

- \$15,000.00
- \$30,000.00
- \$40,000.00
- \$50,000.00

4. The parties hereby agree that all other unamended terms and conditions set forth in the Agreement shall remain the same and shall remain in full force and effect following the Effective Date. All benefits, rights, obligations and responsibilities of the parties under the Agreement shall transfer and operate under this First Amendment, and shall be construed and shall function as if the Agreement had remained in effect continuously but with the amendment of the terms contained in this First Amendment.

Signatures Appear on the Following Page

IN WITNESS WHEREOF, the Contractor and the IEDC have, through their respective duly authorized representatives, entered into this First Amendment as of the Effective Date. The parties, having read and understood the foregoing terms of this First Amendment, do by their respective signatures dated below hereby agree to the terms hereof.

FDH CONSULTING LLC



Todd C. Lilly, Principal

7/25/2016

Date

**APPROVED:
STATE BUDGET AGENCY**



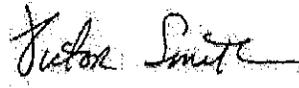
BRIAN E. BAILEY, DIRECTOR

7/28/16

Date

**INDIANA ECONOMIC DEVELOPMENT
CORPORATION**

Victor P. Smith, Secretary of Commerce
(Digital Signature Stamp Below)





Digitally signed by
Victor P. Smith
DN: cn=Victor P.
Smith, o=Secretary of
Commerce, ou=IEDC,
email=vsmith@iedc.i
n.gov, c=US
Date: 2016.07.25
16:40:56 -04'00'



July 20, 2016

Matthew Kimmick
Chief Financial Officer
Indiana Economic Development Corporation
One North Capitol, Suite 700
Indianapolis, IN 46204

Dear Mr. Kimmick:

FDH Consulting, LLC ("FDH") is pleased to present this Engagement Letter to assist the Indiana Economic Development Corporation ("IEDC" or "Client") with the enhancement of Host Analytics. This Engagement Letter describes the scope of work, activities and deliverables that we have discussed to complete this engagement.

Objective

The objective of this project will be for FDH to assist IEDC with the design and implementation of specific reporting and data integration projects in the Host Analytics application ("Host").

Scope and Activities

The following describes the specific areas that are in scope for this project:

• **Automated Data Integration:**

FDH will create 4 automated data integrations utilizing Dell Boomi as the integration tool selected by IEDC. The integrations are specified below:

- General Ledger ("GL") Integration – GL actual balances from the IEDC PeopleSoft primary ledger
- Accounts Payable Integration – Selected accounts payable transactions from the IEDC PeopleSoft instance
- Fund Balance Integration – Appropriation balances from the IEDC PeopleSoft primary ledger
- Encumbrance balances – Selected PO and requisition balance data from a separate PeopleSoft ledger

These integrations will each use a separate PeopleSoft query provided by IEDC. This work will include integrating these data sets in the Sandbox environment first for unit testing and validation by IEDC. Once fully validated by IEDC, the data will be integrated with the Production environment. Segment data loads, such as new accounts and any data from Indiana Economic Development Foundation ("IEDF") will not be included in these integrations.



Hours and Professional Fees

Our professional fees will be based on a time and materials basis. The following table outlines our estimates for the hours and fees for the project:

Project	Estimated Hours	Rate	Estimated Fees
Boomi Integration – GL balances and AP Transactions	250-325	\$140	\$35,000-\$45,500
Weekly Status Meetings and Updates, 2-4 hours a week	20-48	\$140	\$2,800-\$6,720
Total	270-348		\$37,800-\$52,220

Any support hours incurred to assist or train the Client in the use of Host beyond the scope of this EL are not included in these hours estimates and would be billed as additional hours.

Professionals fees associated with this EL will not exceed \$57,000 without prior notice and approval of Client.

In addition to professional fees, you agree to reimburse FDH for reasonable out-of-pocket expenses incurred in connection with FDH’s services, such as travel, reproduction, telephone, postage, typing and printing. Neither the amount of our fees nor the payment of our fees and expenses will depend upon the results of our work.

Professional fees and actual expenses will be billed monthly. Invoices are due net 35 days from time of receipt.

Deliverable Acceptance

The deliverables outlined above will be incorporated in the agreed to project plan to provide a schedule of completion. Client will have 10 business days to review and approve each deliverable (including revisions to a deliverable requested by Client). If FDH does not receive feedback within 10 business days, FDH reserves the right to extend the project timeline by an additional 10 business days and Client agrees to pay for any additional hours incurred as a result of the extended timeline. Client will designate an employee as the single point of contact to review and approve all the deliverables for this engagement. The Client designated single point of contact may delegate responsibility for any individual deliverable to another Client employee but such delegation will not result in additional time for review.

Other Matters

FDH’s services are not intended to be an audit, examination, attestation, special report or agreed-upon procedures engagement as those services are defined in American Institute of Certified Public Accountants (AICPA) literature applicable to such engagements conducted by independent auditors. Accordingly, these services will not result in the issuance of a written communication to third parties by FDH directly reporting on financial data or internal control or expressing a conclusion or any other form of assurance.



Our analysis will be prepared in part on the basis of information received from Client. No independent verification of this information will be made by FDH and we assume no responsibility for the accuracy or reliability of the information provided to us. The analysis will be intended solely for the use of FDH for its business purposes and should not be relied upon for any other purposes.

The intent of this engagement is not to render tax advice.

This engagement letter has been reviewed with Client management to ensure all parties understand that we will not be undertaking any management functions or decisions. Your response, by way of your approval of this engagement letter, is to confirm that our role is strictly advisory.

IEDC gives FDH the limited right to use IEDC's logo on documents prepared for IEDC internally (e.g., internal presentations) or approved and distributed on IEDC's behalf.

Engagement Assumptions

In assembling this response and estimating the engagement timing and fees, FDH has made certain general assumptions.

- Client will provide access for Boomi to reach the required data loads.
- We assume 4 data integrations as detailed in the scope section. Client will be responsible for providing access to the PeopleSoft data queries and for the accuracy of the data queries.
- The year-end Host accounting closing procedure documentation will be the only training or process documentation required for this EL.
- FDH assumes a single training session of 1 hour each for Boomi, data loads and running FPP report.
- Client will provide all requested data and information in the timeframe necessary to meet the project milestones.
- Our timeline does not estimate any significant business changes with Client such as new products, acquisitions, divestitures, material staffing changes.
- Client will designate Mike Luciani and Georgia Chang (or such another individual(s) should Client so decide) as the project managers for their respective functions.
- Client will provide resources at each project stage that are knowledgeable of Client business requirements and capable of facilitating timely decision making to support the project timeline.
- Client resources will participate in system, integration, and user acceptance testing with support of FDH professionals.
- Client is responsible for extracting and cleansing data from its legacy systems.
- Client resources will be able to meet their obligations with regards to the project.
- FDH will not act in the capacity equivalent to a member of management or as an employee of Client.
- FDH will provide observations to Client management during this engagement. Client management is solely responsible for evaluating such observations and then determining what changes/improvements (if any) Client should implement.
- Client has an efficient project issue resolution process and decisions will be made within 10 business days.
- FDH will provide the services under this proposal during its normal business hours, Monday through Friday, except holidays.
- For resources onsite, Client will provide space, internet access and access to printing.



Acceptance

We would like to thank you for this opportunity and we look forward to continue working with IEDC.
Our signature below represents FDH's agreement to the terms and conditions of this Engagement Letter.
If you have any questions, please contact me at (615) 708-8870.

Very truly yours,

FDH Consulting, LLC

Todd C. Lilly
Principal

ACCEPTANCE AND AUTHORIZATION TO PROCEED

For Indiana Economic Development Corporation

Matthew Kimmick, VP & CFO

Date