

**AMENDMENT # 5**  
**TO THE QUANTITY PURCHASE AWARD AGREEMENT #11230A**  
**FOR MANAGED SERVICE PROVIDER SERVICES**

This Amendment #5 modifies the Professional Services Contract (the "Contract") entered into by and between the Indiana Office of Administration Procurement Division on behalf of all State agencies (the "State") and GuideSoft, Inc. d/b/a Knowledge Services (the "Contractor") dated September 8, 2009, and amended February 10, 2010, March 24, 2010, February 15, 2011 and March 10, 2011.

WHEREAS, the State and Contractor wish to extend the term of the contract and make certain amendments to update contract language to meet Federal requirements and effectuate agreement on key contract provisions regarding performance metrics, minority and women owned business updates, and Contractor duties;

NOW THEREFORE, in consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

The parties mutually agree to amend the Contract by adding the following provisions:

**No Investment in Iran**

As required by IC §5-22-16.5, the Contractor certifies that the Contractor is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC §5-22-16.5-14, including termination of this Contract and denial of future state contracts, as well as an imposition of a civil penalty.

**Employment Eligibility Verification**

The Contractor affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.

The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.

The Contractor shall require his/her/its subcontractors, who perform work under this contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The State may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

**Assignment of Antitrust Claims**

The Contractor assigns to the State all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

### **Cooperative Agreement**

Indiana Code 36-1-7 permits the State of Indiana, including all political subdivisions, state agencies, public instrumentalities, and public corporate bodies to enter into cooperative purchasing agreements with other states, cities, governmental municipalities and quasi-governmental agencies to the extent authorized by the law of such states.

This Agreement is viewed as a cooperative agreement and is available to all states, cities, governmental municipalities and quasi-governmental agencies. The State of Indiana is not responsible for the transactions between the Contractor and other states. All other states using this contract are expected to follow the contractual terms and conditions specified in the agreement, unless otherwise specified in the Participating Addendum between other state(s), cities, governmental municipalities and Corporate Bodies and Politic, or "quasi-governmental agencies," and Contractor. The Participating Addendum shall incorporate the terms and conditions of this contract, however, Contractor shall not be required to enter into any Participating Addendum.

### **American Recovery and Reinvestment Act Funding**

Funds supporting this Grant/Contract/Loan that have been provided through the "American Recovery and Reinvestment Act of 2009" ("ARRA") are subject to the reporting and operational requirements of ARRA. The State makes no representations/guarantees about funding beyond the grant/contract period when funding occurs with one time dollars from the ARRA. The recipient of these funds is responsible for record keeping and reporting requirements under ARRA. Reports required by Federal agencies and the State of Indiana shall include, but are not limited to, performance indicators of program deliverables, information on costs and progress against timelines. Additionally, each contract and grant subject to ARRA, including subcontractors and subgrantees, is subject to audit by appropriate federal or state entities. Failure to comply with the terms, conditions and requirements of ARRA may result in the recapture of the balance of funds awarded.

The requirements for Exhibit 7 of IRS Publication 1075 are applicable to the Contractor and each subcontractor (defined as Contractor's vendor) with access to Federal Tax Information (FTI) is incorporated herein by reference as **Exhibit G-1** updated with newest "Contract Language for General Services". The confidentiality statement for initial and annual certification is incorporated herein by reference as **Exhibit G-2**.

Paragraph 37 [Security and Privacy of Health Information] is hereby amended to include specific provisions when the Contractor or Contractor's vendor receives protected health information (PHI) or any alcohol and drug abuse records, health records, or mental health records and required criminal and background checks as further detailed and incorporated herein by reference as **Exhibit G-3** and **Exhibit G-4**.

Paragraph 11 [Confidentiality of State Information] is hereby amended to include additional language when Contractor or Contractor's vendor will be using or receiving data from the State which was made available to the State through a data exchange program with the Social Security Administration (SSA), specifically a person's social security number, when the Contractor will have access to Federal Tax Information that the State has obtained from the IRS, and when Contractor or Contractor's vendor will

have access to Federal Tax Information not obtained from the IRS incorporated herein by reference as **Exhibit G-5**.

Paragraph 4 [Access to Records] is hereby amended to include additional language when Federal funds provided by the U.S. Department of Homeland Security, Federal Emergency Management Agency are used, in whole or part, as the source of funding for a project as further detailed and incorporated herein by reference as **Exhibit G-6**.

The following performance metrics are added to **Exhibit B** [Managed Service Provider Service Levels] in the original contract:

Performance Metric	MSP Goal	Description	Calculation	Frequency of Review
Minority/Women's Business Enterprise Outreach	Meet with 50% of M/WBE supplier vendors quarterly	Meet with M/WBE vendors in scheduled, one-on-one sessions to provide education and mentoring on participation in the MSP program	Number of scheduled meetings/number of M/WBE vendors	Quarterly
Minority/Women's Business Enterprise Outreach	One (1) M/WBE outreach event quarterly	Facilitate or attend M/WBE outreach event	Number of events	Quarterly

Paragraph 1 [Duties of the Contractor] is amended clarify and duties as follows:

**Duties of Contractor**

- C. Contractor's responsibilities for drug and background checks is further defined in and incorporated herein by reference as **Exhibit G-7**.
- U. Paragraph 1 as written in Amendment 3 shall be replaced by the following:  
As part of the MSP Program, the Contractor shall provide services subject to approval by the State through the Selected Resource Program ("SRP"). The Contractor shall provide any of its own employees as resources to the State and assign or place said resource to any state facility subject to approval by the State if determined by the State to be in the State's best interest. Resources from Vendors in the MSP program will not be converted to the SRP, with the exception of Administrative Resources at the Department of Revenue Returns Processing Center, or as otherwise directed by IDOA.
- V. The Managed Service Provider will provide software and hardware including time-clocks, wand stations and bar code data collection devices that integrate with the Vendor Management System, for use by all appropriate and necessary system users, Resources and agencies;
- W. In order to develop and encourage M/WBE and Emerging Vendor program success, Contractor will provide payroll funding services at sub-market rates to selected Vendors. Rates shall not exceed 16.5 basis points above the published monthly Libor rate;

- X. The Vendor Management System must be approved by the State Board of Accounts, and will provide online time approval and invoicing. Vendors must have full visibility to resource time entry, time approval and payment status;
- Y. The Vendor Management System will provide online, user-defined reporting of budget hours and encumbered funds;
- Z. The Vendor Management System must be capable of providing skill, shift and location-based scheduling system integration for all applicable agencies and Resources;
- AA. The Contractor will provide dedicated personnel for the scheduling of Resources on assignment, as applicable and as reasonably needed by using agencies
- BB. The Contractor will provide dedicated onsite personnel for the management of Resources on assignment, as applicable and as reasonably needed by using agencies;
- CC. The MSP and the VMS will provide performance-based and quota-based billing and pay tracking functionality. The MSP and the VMS must provide support for processing weekly pay and program vendor bill rate changes based on the productivity measures.
- DD. The Contractor will provide a time-tracking system to track the time of full-time State employees and resources of vendors outside of the MSP program that are working on State projects. The Vendor Management System will track Total Cost of Ownership, broken down by cost center and by spending source, Federal or State. The Vendor Management System will also provide integration of the time-tracking system with the State's Project Management tracking system.

Paragraph 2 [Consideration] E. shall hereby be changed from, "Temporary staff will not be compensated for State Holidays unless they work as approved by the Using Agency," to Temporary staff will not be compensated for State Holidays unless their work is approved by the Using Agency.

Paragraph 2 [Consideration] G. is hereby amended to add the following:  
Contractor may propose dispute data within sixty (60) days of services rendered.

Paragraph 3 [Term] is hereby amended to reflect an extension of contract term to December 31, 2015.

Paragraph 17 [Employment Option] as amended found in Amendment 3 shall replace all references to Exhibit A with Exhibit A-1.

Paragraph 28 [Minority and Women's Business Enterprise Compliance]

The following MWBE Vendors are removed from contract:

MBE/WBE	PHONE	COMPANY NAME	SCOPE OF PRODUCTS and/or SERVICES
WBE	812/479-8373	Action Temporary Services	Temporary Administrative/Clerical Staffing
WBE	317/844-1400	Chrysalis Consulting, LLC	Temporary Administrative/Clerical Staffing
MBE	317/541-9300	Ryan Consulting Group, Inc	Temporary Administrative/Clerical Staffing
MBE	317/578-7441	RCR Technology Corp	Temporary Administrative/Clerical Staffing
MBE	317/723-3512	Professional Management Enterprises	Temporary Administrative/Clerical Staffing
MBE	317/509-6604	The Morales Group	Temporary Administrative/Clerical Staffing
WBE	260/434-0990	Briljent	Temporary Administrative/Clerical Staffing
MBE	317/423-0609	The Bryant Group	Temporary Administrative/Clerical Staffing

The following MWBE Vendors are added to the contract:

MBE/WBE	PHONE	COMPANY NAME	SCOPE OF PRODUCTS and/or SERVICES
WBE	703/450-5252	ABBTECH	Temporary Administrative/Clerical Staffing
WBE	317/862-8141	Assured Healthcare	
MBE	317/423-8980	Bucher and Christian Consulting, Inc.	Temporary Administrative/Clerical Staffing
MBE	888/571-0728	Lee Computers	Temporary Administrative/Clerical Staffing
WBE	317/496-8199	LK Sourcing	Temporary Administrative/Clerical Staffing
MBE	317/541-0200	PME	Temporary Administrative/Clerical Staffing

Paragraph 30 [Notice to Parties] B.  
shall be removed from the contract:  
GuideSoft, Inc. dba Knowledge Services  
Attention: Julie Bielawski  
8275 Allison Pointe Trail, Suite 200  
Indianapolis, IN 46250

shall be revised to reflect the updated address:  
GuideSoft, Inc. dba Knowledge Services  
Attention: Julie Bielawski  
5875 Castle Creek Parkway, Suite 400  
Indianapolis, IN 46250

Exhibit A shall be replaced with Exhibit A-1 to update the rate card, remove direct hire option, and revise the conversion term.

Exhibit B, paragraph D shall remove all references to “Medical” and replace with Administrative.

Exhibit B paragraph 3

The current language shall be removed.

“The SLAs will be reviewed monthly by the State contract manager to identify any issues requiring immediate attention and will be reviewed again during the quarterly meetings between the State and the MSP, as defined in part D above.”

This new language shall replace the original language.

The State has developed a set of minimum SLAs, defined in the table below that the MSP will need to agree to meet or exceed in order to be in good standing on the contract. All pricing submitted through the Cost Proposal will need to reflect these SLAs. The MSP will be scored on their ability to commit to exceeding these minimum SLAs. The State expects that the final SLAs agreed upon by the awarded MSP will be higher than these proposed minimum requirements. The SLAs will be reviewed monthly by the State contract manager to identify any issues requiring immediate attention and will be reviewed again during the quarterly meetings between the State and the MSP, as defined in part D above.

Amendment 1 [Duties of Contractor] paragraph 1-S replace reference to Exhibit C with Exhibit E.

Amendment 2 [Duties of Contractor] paragraph 1-T replace reference to Exhibit D with Exhibit F.

**All other matters previously agreed to and set forth in the original Contract and not affected by this Amendment shall remain in full force and effect.**

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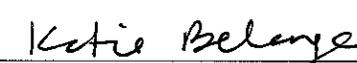
**Non-Collusion and Acceptance**

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or 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 Amendment other than that which appears upon the face hereof.

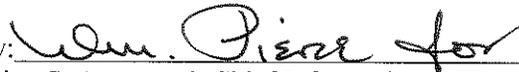
**In Witness Whereof**, Contractor and the State have, through their duly authorized representatives, entered into this Amendment. The parties, having read and understood the foregoing terms of this amendment, do by their respective signatures dated below agree to the terms thereof.

**GuideSoft, Inc. d/b/a Knowledge Services:**

By:   
Printed Name: Julianne Bielawska  
Title: CEO  
Date: 9/5/12

Attested By:   
Katie Belange  
Corporate Counsel  
9/5/2012

**Indiana Office of Technology**

By:  for  
Brian S. Arrowood, Chief Information Officer  
Date: 24-Sep-2012

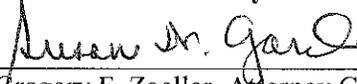
**Department of Administration**

 (for)  
Robert D. Wynkoop, Commissioner  
Date: 9-21-12

**State Budget Agency**

 (for)  
Adam M. Horst, Director  
Date: 9/27/2012

**APPROVED as to Form and Legality:  
Office of the Attorney General**

 (for)  
Gregory F. Zoeller, Attorney General  
Date: 9-28-12

## **EXHIBIT G-1**

### **EXHIBIT 5 SANCTIONS FOR UNAUTHORIZED DISCLOSURE IRC SEC. 7213 and 7213A UNAUTHORIZED DISCLOSURE OF INFORMATION.**

**(a) RETURNS AND RETURN INFORMATION.**

(1) **FEDERAL EMPLOYEES AND OTHER PERSONS.**-It shall be unlawful for any officer or employee of the United States or any person described in section 6103(n) (or an officer or employee of any such person), or any former officer or employee, willfully to disclose to any person, except as authorized in this title, any return or return information [as defined in section 6103(b)]. Any violation of this paragraph shall be a felony punishable upon conviction by a fine in any amount not exceeding \$5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution, and if such offense is committed by any officer or employee of the United States, he shall, in addition to any other punishment, be dismissed from office or discharged from employment upon conviction for such offense. (2) **STATE AND OTHER EMPLOYEES.**-It shall be unlawful for any person [not described in paragraph (1)] willfully to disclose to any person, except as authorized in this title, any return or return information [as defined in section 6103(b)] acquired by him or another person under subsection (d), (i)(3)(B)(i), (1)(6), (7), (8), (9), (10), (12), (15) or (16) or (m)(2), (4), (5), (6), or (7) of section 6103. Any violation of this paragraph shall be a felony punishable by a fine in any amount not exceeding \$5,000, or imprisonment of not more than 5 years, or both, together with the cost of prosecution. (3) **OTHER PERSONS.**-It shall be unlawful for any person to whom any return or return information [as defined in section 6103(b)] is disclosed in a manner unauthorized by this title thereafter willfully to print or publish in any manner not provided by law any such return or return information. Any violation of this paragraph shall be a felony punishable by a fine in any amount not exceeding \$5,000, or imprisonment of not more than 5 years, or both, together with the cost of prosecution. (4) **SOLICITATION.**-It shall be unlawful for any person willfully to offer any item of material value in exchange for any return or return information [as defined in 6103(b)] and to receive as a result of such solicitation any such return or return information. Any violation of this paragraph shall be a felony punishable by a fine in any amount not exceeding \$5,000, or imprisonment of not more than 5 years, or both, together with the cost of prosecution. (5) **SHAREHOLDERS.**--It shall be unlawful for any person to whom return or return information [as defined in 6103(b)] is disclosed pursuant to the provisions of 6103(e)(1)(D)(iii) willfully to disclose such return or return information in any manner not provided by law. Any violation of this paragraph shall be a felony punishable by a fine in any amount not exceeding \$5,000, or imprisonment of not more than 5 years, or both, together with the cost of prosecution.

**SEC. 7213A. UNAUTHORIZED INSPECTION OF RETURNS OR RETURN INFORMATION**

(a) **PROHIBITIONS.**-(1) **FEDERAL EMPLOYEES AND OTHER PERSONS.**-It shall be unlawful for-(A) any officer or employee of the United States, or (B) any person described in section 6103(n) or an officer willfully to inspect, except as authorized in this title, any return or return information. (2) **STATE AND OTHER EMPLOYEES.**-It shall be unlawful for any person [not described in paragraph (1)] willfully to inspect, except as authorized by this title, any return information acquired by such person or another person under a provision of section 6103 referred to in section 7213(a)(2). (b) **PENALTY.**-(1) **IN GENERAL.**-Any violation of subsection (a) shall be punishable upon conviction by a fine in any amount not exceeding \$1000, or imprisonment of not more than 1 year, or both, together with the costs of prosecution. (2) **FEDERAL OFFICERS OR EMPLOYEES.**-An officer or employee of the United States who is convicted of any violation of subsection (a) shall, in addition to any other punishment, be dismissed from office or discharged from employment. (c) **DEFINITIONS.**-For purposes of this section, the terms "inspect", "return", and "return information" have respective meanings given such terms by section 6103(b).

## **EXHIBIT G-1**

### **EXHIBIT 6 CIVIL DAMAGES FOR UNAUTHORIZED DISCLOSURE IRC SEC. 7431 CIVIL DAMAGES FOR UNAUTHORIZED DISCLOSURE OF RETURNS AND RETURN INFORMATION.**

(a) IN GENERAL.-(1) INSPECTION OR DISCLOSURE BY EMPLOYEE OF UNITED STATES.-If any officer or employee of the United States knowingly, or by reason of negligence, inspects or discloses any return or return information with respect to a taxpayer in violation of any provision of section 6103, such taxpayer may bring a civil action for damages against the United States in a district court of the United States. (2) INSPECTION OR DISCLOSURE BY A PERSON WHO IS NOT AN EMPLOYEE OF UNITED STATES.-If any person who is not an officer or employee of the United States knowingly, or by reason of negligence, inspects or discloses any return or return information with respect to a taxpayer in violation of any provision of section 6103, such taxpayer may bring a civil action for damages against such person in a district court of the United States. (b) EXCEPTIONS.-No liability shall arise under this section with respect to any inspection or disclosure - (1) which results from good faith, but erroneous, interpretation of section 6103, or (2) which is requested by the taxpayer. (c) DAMAGES.-In any action brought under subsection (a), upon a finding of liability on the part of the defendant, the defendant shall be liable to the plaintiff in an amount equal to the sum of-(1) the greater of- (A) \$1,000 for each act of unauthorized inspection or disclosure of a return or return information with respect to which such defendant is found liable, or (B) the sum of-(i) the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure, plus (ii) in the case of a willful inspection or disclosure or an inspection or disclosure which is the result of gross negligence, punitive damages, plus (2) the cost of the action. (d) PERIOD FOR BRINGING ACTION.-Notwithstanding any other provision of law, an action to enforce any liability created under this section may be brought, without regard to the amount in controversy, at any time within 2 years after the date of discovery by the plaintiff of the unauthorized inspection or disclosure. (e) NOTIFICATION OF UNLAWFUL INSPECTION AND DISCLOSURE.-If any person is criminally charged by indictment or information with inspection or disclosure of a taxpayer's return or return information in violation of-(1) paragraph (1) or (2) of section 7213(a), (2) section 7213A(a), or (3) subparagraph (B) of section 1030(a)(2) of title 18, United States Code, the Secretary shall notify such taxpayer as soon as practicable of such inspection or disclosure. (f) DEFINITIONS.-For purposes of this section, the terms "inspect", "inspection", "return" and "return information" have the respective meanings given such terms by section 6103(b). (g) EXTENSION TO INFORMATION OBTAINED UNDER SECTION 3406.-For purposes of this section-(1) any information obtained under section 3406 (including information with respect to any payee certification failure under subsection (d) thereof) shall be treated as return information, and (2) any inspection or use of such information other than for purposes of meeting any requirement under section 3406 or (subject to the safeguards set forth in 6103) for purposes permitted under section 6103 shall be treated as a violation of section 6103. For purposes of subsection (b), the reference to section 6103 shall be treated as including a reference to section 3406.

### **EXHIBIT 7 SAFEGUARDING CONTRACT LANGUAGE**

The agency should include the Exhibit 7 language for General Services, as appropriate and include the language below to the greatest extent possible, applicable to the specific situation.

#### **CONTRACT LANGUAGE FOR GENERAL SERVICES**

##### **I. PERFORMANCE**

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements: (1) All work will be performed under the supervision of the contractor or the contractor's responsible employees. (2) Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited. (3) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material. (4) No work involving returns and return information furnished under this contract will be

subcontracted without prior written approval of the IRS. (5) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office. (6) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above. (7) (Include any additional safeguards that may be appropriate.)

## **II. CRIMINAL/CIVIL SANCTIONS**

(1) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRC Sections 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1. (2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need to know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRC Sections 7213A and 7431. (3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000. (4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors should be advised of the provisions of IRC Sections 7431, 7213, and 7213A (see Exhibit 6, *IRC Sec. 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information* and Exhibit 5, *IRC Sec. 7213 Unauthorized Disclosure of Information*). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor should sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

## **III. INSPECTION**

The IRS and the Agency shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.

**EXHIBIT G-2**  
**CONFIDENTIALITY AGREEMENT**

It is the policy of the Indiana Department of Revenue, based upon law, that all information obtained by an employee of a Contractor/Potential Contractor in the course of providing services to the Department of Revenue shall be considered confidential and shall not be divulged to anyone outside the Department of Revenue.

Attention is called to Indiana Code 6-8.1-7-1 (a), which states, in part:

Unless in accordance with a judicial order or as otherwise provided in this chapter, the department, its employees, former employees, counsel, agents, or any other person may not divulge the amount of tax paid by any taxpayer...or any other information disclosed by the reports filed under the provisions of the law relating to any of the listed taxes, including required information derived from a federal return, except to: 1) members and employees of the department; 2) the governor; 3) the attorney general or any other legal representative of the state in any action in respect to the amount of tax due under the provisions of the law relating to any of the listed taxes; or 4) any authorized officers of the United States; when it is agreed that the information is to be confidential and to be used solely for official purposes.

Please also note Indiana Code 6-8.1-7-3:

A person who violates the provisions of this chapter commits a Class C misdemeanor. In addition, if the person is an officer or employee of the state, he shall be immediately dismissed from his office or employment.

I hereby acknowledge having read the Confidential Information Notification above and I understand that such information obtained in the course of my employment is confidential.

\_\_\_\_\_  
Signature of Employee

\_\_\_\_\_  
Date

**EXHIBIT G-3**  
**SECURITY AND PRIVACY OF HEALTH INFORMATION**

- A. This Section applies only to the extent that the Contractor receives any protected health information ("PHI"), as referenced in paragraph B below, or any alcohol and drug abuse records (as defined in IC 16-18-2-12), health records (as defined in IC 16-18-2-168), or mental health records (as defined in IC 16-18-2-226), concerning any individual, in connection with performance of any services under this Contract. Any records included in the above definitions in IC 16-18-2 are referred to herein as "Health Records."
- B. HIPAA. The Contractor agrees to comply with all applicable requirements of the Health Insurance Portability and Accountability Act of 1996, Title II, Administrative Simplification ("HIPAA"), including amendments signed into law under the American Recovery and Reinvestment Act of 2009 ("ARRA"), in particular, applicable provisions of Title XIII known as the Health Information Technology for Economic and Clinical Health Act ("HITECH"), Subtitle D, in all activities related to this Contract, to maintain compliance during the term of this Contract and after as may be required by federal law, to operate any systems used to fulfill the requirements of this Contract in full compliance with all applicable provisions of HIPAA and to take no action which adversely affects the State's HIPAA compliance.

Terms used, but not otherwise defined, in this Contract shall have the same meaning as those found in the HIPAA Regulations under 45 CFR Parts 160, 162, and 164.

To the extent required by the provisions of HIPAA and regulations promulgated thereunder, the Contractor assures that it will appropriately safeguard all forms of Health Records and/or Protected Health Information (PHI), as defined by the regulations, which is made available to or obtained by the Contractor in the course of its work under this Contract. The Contractor agrees to comply with all applicable requirements of law relating to Health Records and/or PHI with respect to any task or other activity it performs for the State including, as required by the final Privacy and Security regulations:

- (1) Implementing the following HIPAA requirements for any forms of Health Records and/or PHI that the Contractor receives, maintains, or transmits on behalf of the State:
  - a. Administrative safeguards under 45 CFR § 164.308
  - b. Physical safeguards under 45 CFR § 164.310
  - c. Technical safeguards under 45 CFR § 164.312
  - d. Policies and procedures and documentation requirements under 45 CFR § 164.316;
- (2) Implementing a disaster recovery plan, as appropriate for work conducted for this Contract, which includes mechanisms to recover data and/or alternative data storage sites, as determined by the State to be necessary to uphold integral business functions in the event of an unforeseen disaster;
- (3) Not using or further disclosing Health Records and/or PHI other than as permitted or required by this Contract or by applicable law;
- (4) Immediately reporting to the State any security and/or privacy breach directly relating to the work performed for this Contract of which the Contractor becomes aware;

- (5) Mitigating, to the extent practicable, any harmful effect that is known to the Contractor and immediately reporting to the State any use or disclosure by the Contractor, its agent, employees, subcontractors or third parties, of Health Records and/or PHI obtained under this Contract in a manner not provided for by this Contract or by applicable law of which the Contractor becomes aware;
- (6) Ensuring that any subcontractors or agents to whom the Contractor provides Health Records and/or PHI received from, or created or received by the Contractor, subcontractors or agents on behalf of the State agree to the same restrictions, conditions and obligations applicable to such party regarding Health Records and/or PHI and agree to implement the required safeguards to protect it;
- (7) Making the Contractor's internal practices, books and records related to the use or disclosure of Health Records and/or PHI received from, or created or received by the Contractor on behalf of the State available to the State at its request or to the Secretary of the United States Department of Health and Human Services ("DHHS") for purposes of determining the State's compliance with applicable law. The Contractor shall immediately notify the State upon receipt by the Contractor of any such request from the Secretary of DHHS or designee, and shall provide the State with copies of any materials made available in response to such a request;
- (8) In accordance with procedures established by the State, making available the information required to provide an accounting of disclosures pursuant to applicable law, if the duties of the Contractor include disclosures that must be accounted for;
- (9) Making available Health Records and/or PHI for amendment and incorporating any amendments to Health Records and/or PHI in accordance with 45 CFR § 164.526, if the Contractor maintains Health Records and/or PHI subject to amendment;
- (10) Make Health Records and/or PHI available to individuals entitled to access and requesting access in compliance with 45 CFR § 164.524 and the duties of the Contractor;
- (11) At the discretion of the State, authorizing termination of the Contract if the Contractor has violated a material provision of this Section; and
- (12) At the termination of the Contract, the Contractor shall return or destroy all Health Records and/or PHI received or created under the Contract. If the State determines return or destruction is not feasible, the protections in this Contract shall continue to be extended to any Health Records and/or PHI maintained by the Contractor for as long as it is maintained.

C. **Drug and Alcohol Patient Abuse Records.** In the performance of the services listed in this Contract, the Contractor may have access to confidential information concerning the disclosure and use of alcohol and drug abuse patient records. The Contractor understands and agrees that data, materials and information disclosed to the Contractor may contain confidential and protected data, including confidential individual information concerning alcohol and drug abuse patient records. Therefore, the Contractor promises and assures that any such confidential data, material, and information gathered or disclosed to the Contractor for the purposes of this Contract and specifically identified as Confidential Information will not be disclosed or discussed with others without the prior written consent of the State. The Contractor and the State shall comply with applicable requirements under 42 CFR Part 2 and any other applicable federal or state

statutory or regulatory requirements. The Contractor shall immediately report any unauthorized disclosures of these records to the State.

### **Criminal and Background Checks**

A. This Section applies to all directors/chief executive officers, facility managers, licensing applicants and other heads of agencies, by whatever title, and each employee or volunteer (which includes interns) who has or will have electronic or physical access to children's records or direct contact with children on a regular and continuing basis or any contact when a child(ren) is/are alone or only with the Provider's staff in connection with performance of any services or activities pursuant to this Contract ("Covered Personnel"). To the extent applicable, the Contractor (referred to in this Section as Provider) shall conduct all criminal history and background checks required by law, this Contract, and the applicable DCS' policies, including those implemented by Administrative Letter. All required checks must be completed *prior to* the Contractor submitting this Contract for State signature. The checks will be conducted in the same manner as required for licensed residential child caring institutions, with respect to IC 31-27-3-3, subsections (e)(1) and (f), and the Provider shall maintain records of information it gathers and receives on Covered Personnel checked pursuant to this Section. The applicable laws and DCS' policies and practices are updated periodically, and the Provider shall comply with those current as of the time the Provider executes this Contract, adds Covered Personnel, renews this Contract, or reaches the anniversary date of commencement of a multi-year agreement. Upon request, DCS will furnish the Provider with information on updates and any changes in policy or procedure. The current procedure requires the Provider to conduct the following checks:

- (1) For those with **direct contact** with children on a regular and continuing basis or any contact when a child(ren) is/are alone or only with the Provider's staff in connection with performance of any services or activities pursuant to this Contract:
  - (a) *Verify the identity* of all individuals subject to criminal and background checks by viewing a current government issued picture I.D;
  - (b) *Conduct Child Protection Services (CPS) checks* for all states of residency in the past five (5) years (for Indiana, send DCS a Request for Child Protection Services History Check; for other states, *see* DCS' website on child welfare policies and contractor policies for web links to CPS records);
  - (c) *Conduct Sex Offender Registry checks* for all states of residency in the past five (5) years (*see* DCS' website for web links for national and state sex offender registry checks);
  - (d) *Conduct Local Law Enforcement checks with law enforcement agencies that would have responded to each residential address in the last five (5) years;*
  - (e) *Register for Fingerprint-Based National and State Checks through the State approved fingerprint vendor* [To do so, Contractor must confirm that it is listed as a current DCS agency with the current state-approved fingerprint vendor. If not, Contractor name will need to be added as a DCS agency prior to registering for fingerprinting.], *and follow through with obtaining fingerprints;* and
  - (f) *Review Results of Criminal and Background Checks and take appropriate action.*
- (2) For those with **only** electronic or physical **access to children's records**:
  - (a) *Verify the identity* of all individuals subject to criminal and background checks by viewing a current government issued picture I.D;

- (b) *Conduct Child Protection Services (CPS) checks for all states of residency in the past five (5) years (for Indiana, send DCS a Request for Child Protection Services History Check; for other states, see DCS' website as above);*
- (c) *Conduct Sex Offender Registry checks for all states of residency in the past five (5) years (see DCS' website for web links for national and state sex offender registry checks); and*
- (d) *Review Results of Criminal and Background Checks and take appropriate action. All directors/chief executive officers, facility managers and licensing applicants, regardless of their level of contact with children shall have background checks commensurate with the highest level of background checks required of any other Covered Personnel within their organization. If no other Covered Personnel require background checks and no exception is granted for an administrative contract, they shall have the checks described in this paragraph A. (2).*

(3) For all Covered Personnel and Subcontractors:

The Provider shall require Covered Personnel and subcontractors for this Contract to immediately notify the Provider of any information about them that would have been revealed by the checks above including substantiation for child abuse or neglect or other similar complaints or charges and of any convictions or arrests. The Provider shall immediately relay such notice to DCS. The Contractor shall further collect from each Covered Personnel an annual attestation regarding whether that individual has any history of such substantiation, arrest or conviction and shall include any previously unreported information to DCS in its annual Certification (Exhibit G-4, which is attached hereto and hereby incorporated by reference).

Except for A (3) above, the required checks must be performed every four (4) years based on the anniversary of the individual Covered Personnel's initial checks.

- B. The Provider shall be responsible for assessing job responsibilities and categorizing Covered Personnel as subject to A(1), A(2), or as not-covered and for performing the appropriate checks. Any Covered Personnel who might serve as a substitute for a covered position, even in emergency circumstances, should undergo the checks required for that covered position.
- C. The Provider shall maintain a record of the results of each check conducted pursuant to this Section. The Provider shall, if requested by the State, provide a copy of that record to DCS or make the record available for inspection by an authorized representative of DCS.
- D. With respect to any current Covered Personnel, the Provider shall submit the form attached hereto as Exhibit G-4 (or a similar form as updated by DCS) at the time it submits this Contract to the State for signature or within thirty (30) days after the effective date of this Contract, whichever is earlier, and annually upon the anniversary of the effective date of the Contract. Exhibit G-4 will certify that the requirements under paragraph A of this Section have been completed. The Provider shall furnish any other documentation related to background checks as DCS requests. The Provider has an ongoing obligation to assess job responsibilities and to conduct appropriate checks for employees or volunteers who join the Provider after this Contract begins. Such staff may **not** provide any services that involve contact with children before the requisite checks have been completed.
- E. In order to allow DCS to evaluate the results and to make determinations regarding qualifications, national fingerprint-based criminal history checks relating to Covered Personnel are required to be conducted through DCS' approved fingerprint vendor in accordance with the terms and conditions

stated in IC 10-13-3-38.5, 39. The results of the national fingerprint-based criminal history checks will be returned to DCS as an authorized entity to receive the results. DCS will inform the Provider whether the report it receives concerning the subject of a check shows any record that would be grounds for denial of his/her ability to provide services and/or perform activities pursuant to this Contract. If any Covered Personnel receive a response of conditionally disqualified or disqualified, further follow up is required. If the result is disqualified, then the individual may be eligible for a waiver. The Provider should contact the DCS' background check unit to determine if the individual is eligible and to apply for the waiver. DCS will not release to the Provider any criminal history record information ("CHRI") contained in any report that it receives from the Federal Bureau of Investigation ("FBI") through the Indiana State Police ("ISP"). If the Provider requests a waiver of criminal history, DCS will inform the Provider of the decision on the waiver request.

- F. In the event a criminal history or background check required herein produces any record concerning the subject of a check that would be a ground for denial of his/her ability to provide services and/or perform activities pursuant to this Contract and the Provider chooses to retain such employee or volunteer, that decision may be considered a material breach of this Contract.
- G. The Provider will be responsible for payment of all fees required to be paid for conducting any check required under this Section, whether the check is conducted by the Provider or by DCS. Any fees paid by DCS on behalf of the Provider may be offset against any claim for payment submitted by the Provider under this Contract.

Upon request, the State will assist the Provider in clarifying the requirements of this Section.

**EXHIBIT G-4**  
**CERTIFICATION OF COMPLETION OF REQUIRED CRIMINAL AND BACKGROUND CHECKS**

The Provider, \_\_\_\_\_, hereby certifies that it has performed all of the checks as required pursuant to the criminal and background checks procedure set forth in its professional services contract with the State of Indiana (EDS# D20-9-4612) (the "Contract"), including collection of attestations regarding child abuse and neglect or criminal activity. **A list of the Provider's current Covered Personnel that have received the requisite criminal and background checks referenced herein is attached hereto. The list is divided into two parts, separately showing those who require full background checks, which include Fingerprint-Based national and state checks, from all the rest of the Covered Personnel.** The Provider shall submit this form **with an updated list** annually upon the anniversary date of the Contract. **Reminder:** Covered Personnel who join the Provider after the Contract begins may **not** provide any services for the Provider pursuant to the Contract before the requisite criminal and background checks have been completed unless they are accompanied by other staff who have completed acceptable checks.

The Provider hereby certifies that it has, per Contract requirements:

- \_\_\_\_\_ *Verified the identity* of all individuals subject to criminal and background checks;
- \_\_\_\_\_ *Conducted Child Protection Services (CPS) checks* (for Indiana, send DCS an Indiana Request for Child Protection Services History Check form; for other states, *see* DCS' website on child welfare policies and contractor policies for web links);
- \_\_\_\_\_ *Conducted Sex Offender Registry checks* (*see* DCS' website on child welfare policies for web links for national and state sex offender registry checks);
- \_\_\_\_\_ *Conducted Local Law Enforcement checks* using the completed and signed Application for Criminal History Background check form;
- \_\_\_\_\_ *Registered and completed fingerprinting* through the DCS approved fingerprinting vendor and *assured that a fingerprint-based status letter is received* via e-mail for each Covered Personnel; and
- \_\_\_\_\_ *Reviewed the results* of criminal and civil Background Checks and taken appropriate action per DCS child welfare policy.

\_\_\_\_\_  
Signature of Provider

\_\_\_\_\_  
Date

\_\_\_\_\_  
Name printed

\_\_\_\_\_  
E-mail

**EXHIBIT G-5**  
**CONFIDENTIALITY OF STATE INFORMATION**

Security Procedures for Disclosure of Social Security Administration ("SSA") Records, Information, and Data ("Data"):

The State will restrict access to Data obtained from SSA to only those authorized contractors and agents who need such Data to perform their official duties in connection with purposes identified in this Contract. The Contractor agrees to abide by all relevant federal laws, restrictions on access, use, and disclosure, and security requirements for SSA Data set forth in the following documents which are available for review, by request, and incorporated herein by reference:

- (a) Information Exchange Agreement Between the Social Security Administration (SSA) and the State Agency, "**IEA**," a copy of which is on file and available for review, by request, and incorporated herein by reference;
- (b) Computer Matching and Privacy Protection Act Agreement, "**CMPPA Agreement**," a copy of which is on file and available for review, by request, and incorporated herein by reference; and
- (c) All related attachments referred to in the IEA and the CMPPA Agreement, including, but not limited to, *Attachment 3: Systems Security Requirements for SWA Access to SSA Information Through the ICON System*, and *Attachment 4: Information System Security Guidelines For Federal, State and Local Agencies Receiving Electronic Information from the Social Security Administration*, copies of which are on file and available for review, by request, and incorporated herein by reference.

The Contractor will not use, duplicate, disseminate, or disclose such Data without prior notice to and prior written approval of both the State and SSA.

The Contractor agrees to maintain a current list of all employees and agents with access to SSA Data and provide such list(s) to the State upon request.

The Contractor and its agents who access, use, or disclose SSA data in a manner or purpose not authorized by this Contract may be subject to civil and criminal sanctions pursuant to applicable federal and state statutes.

As used in **IRS Exhibit 7 [for General services]**, which is attached hereto and hereby incorporated by reference, and as used in the remaining paragraphs of this Section:

"return" means any tax or information return, declaration of estimated tax, or claim for refund required by, or provided for or permitted under, the provisions of the Internal Revenue Code ("IRC") which is filed with the Secretary of the Treasury or his delegate (hereinafter in this Section referred to as "Secretary") by, on behalf of, or with respect to any Person (hereinafter in this Section, "Person" means an individual, a trust, estate, partnership, association, company or corporation), and any amendment or supplement thereto, including supporting schedules, attachments, or lists which are supplemental to, or part of, the return so filed.

"return information" means --

(A) a Taxpayer's (hereinafter in this Section, "Taxpayer" means any Person subject to any internal revenue tax) identity, the nature, source, or amount of his income, payments, receipts, deductions, exemptions, credits, assets, liabilities, net worth, tax liability, tax withheld, deficiencies, overassessments, or tax payments, whether the Taxpayer's return was, is being, or will be examined or subject to other investigation or processing, or any other data, received by, recorded by, prepared by, furnished to, or collected by the Secretary with respect to a return or with respect to the determination of the existence, or possible existence, of liability (or the amount thereof) of any Person under the IRC for any tax, penalty, interest, fine, forfeiture, or other imposition, or offense,

(B) any part of any written determination or any background file document relating to such written determination (as such terms are defined in section 6110(b) of the IRC) which is not open to public inspection under section 6110 of the IRC,

(C) any advance pricing agreement entered into by a Taxpayer and the Secretary and any background information related to such agreement or any application for an advance pricing agreement, and

(D) any agreement under section 7121 of the IRC, and any similar agreement, and any background information related to such an agreement or request for such an agreement,

but such term does not include data in a form which cannot be associated with, or otherwise identify, directly or indirectly, a particular Taxpayer. Nothing in the preceding sentence, or in any other provision of law, shall be construed to require the disclosure of standards used or to be used for the selection of returns for examination, or data used or to be used for determining such standards, if the Secretary determines that such disclosure will seriously impair assessment, collection, or enforcement under the internal revenue laws.

E. For any Federal tax return and return information ("FTI"), the Contractor agrees to comply with all applicable provisions of the "Tax Information Security Guidelines for Federal, State, and Local Agencies," IRS Publication 1075, published by the Secretary of the Treasury and available at the following Internal Revenue Service ("IRS") website (or any designated successor website): <http://www.irs.gov/pub/irs-pdf/p1075.pdf>.

F. As required by the IRC and to ensure IRS audit compliance, the Contractor must comply with all of the requirements/information set forth in **IRS Exhibit 7 [for General services]**.

G. The provisions/requirements outlined above in this Section and outlined in **IRS Exhibit 7 [for General services]** equally apply to state of Indiana tax returns and return information, with "return" and "return information" utilized in this sentence in the same manner as such terms are defined above in paragraph [D] of this Section, except the terms used herein are received by, recorded by, prepared by, furnished to, collected by, or otherwise related to the Indiana Department of State Revenue.]

The parties acknowledge that even though the Contractor has access to Federal tax return and return information ("FTI") pursuant to this Contract, such FTI has not been obtained from the Internal Revenue Service ("IRS"). If the situation changes and the Contractor is going to have access to FTI obtained from the IRS pursuant to this Contract, this Contract will have to be formally amended to ensure that the Contractor will have to comply will all applicable provisions of the "Tax Information Security Guidelines for Federal, State, and Local Agencies," IRS Publication 1075, published by the Secretary of the Treasury and available at the following Internal Revenue Service ("IRS") website (or any designated successor website): <http://www.irs.gov/pub/irs-pdf/p1075.pdf>, and the Contractor will also have to comply with all of the requirements/information set forth in the appropriate IRS Exhibit 7.]

## EXHIBIT G-6

### A. Audit and Access to Records.

The Contractor and its sub-Contractors, if any, shall maintain all books, documents, papers, accounting records and other evidence pertinent to this Contract ("Contract Records"). The Contractor shall adequately protect such records against fire or other damage. The Contractor acknowledges that some or all of the funds for this Contract are from a federal grant, and the State, the federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives shall have access to any Contract Records for the purpose of making an audit, examination, excerpts, and transcriptions. They shall make such materials available at their respective offices at all reasonable times during this Contract, and for a minimum of four (4) years from the date of final payment under this Contract (or until March 30, 2019, whichever is later), ("Recordkeeping Period"), for inspection by the State, the U.S. Department of Homeland Security, the U.S. Department of Transportation, the Comptroller General of the United States, or any of their duly authorized representatives. Copies thereof shall be furnished at no cost if requested. If any litigation, claim, negotiation, audit, or other action involving the records has been started before the expiration date of this Recordkeeping Period, the records must be retained until completion of the action and resolution of all issues which arise from it or until the end of the Recordkeeping Period, whichever is later.

### B. Debarment and Suspension.

As required by 2 CFR 3000.332 and 2 CFR 1200.332, the Contractor shall:

- i Comply with Subpart C of the OMB guidance in 2 CFR part 180 as supplemented by 2 CFR 1200 and/or 2 CFR 3000; and
- ii Include a similar term or condition in any covered transaction into which it enters at the next lower tier.

### C. Publications Statement

All publications created under this Contract (includes the issuance of statements, press releases, requests for proposals, bid invitations, and other documents describing projects or programs funded in whole or part with Federal funds) shall prominently contain the following statement: "This document was prepared under a grant from the Federal Emergency Management Agency's Grant Programs Directorate (FEMA/GPD) within the U.S. Department of Homeland Security. Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA/GPD or the U.S. Department of Homeland Security."

### D. U.S. DHS, FEMA Copyright and Acknowledgement of Government Sponsorship.

The Contractor shall comply with the requirements established by law and this provision which are applicable to publications or other exercise of copyright for any work first produced under Federal financial assistance awards unless the work includes any information that is otherwise controlled by the Government (e.g., classified information or other information subject to national security or export control laws or regulations).

- i. For any scientific, technical, or other copyright work based on or containing data first produced under this award, including those works published in academic, technical or professional journals, symposia proceedings, or similar works, the recipient grants the government a royalty-free, nonexclusive and irrevocable license to reproduce, display, distribute copies, perform, disseminate, or prepare derivative works, and to authorize others to do so, for government purposes in all such copyrighted works.
- ii. The Contractor shall affix the applicable copyright notices of 17 U.S.C. §401 or 402 and an acknowledgement of government sponsorship (including award number) to any work first produced under an award.

**E. US DOT, PHMSA Copyright and Acknowledgement of Government Sponsorship.** The U.S. Department of Transportation, Pipeline and Hazardous Materials Safety Administration reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish or otherwise use, and to authorize others to use, for federal government purposes:

- i. The copyright in any work developed using the funds provided through this Contract; and
- ii. Any rights of copyright which are purchased using the funds provided through this Contract.

**F. Lobbying Certification**

- i. The Contractor acknowledges that a Federal grant is the source of payments under this Contract and as required by Section 1352, Title 31 of the U.S. Code, and implemented at 44 CFR Part 18 and 49 CFR Part 20, the Contractor certifies that:
  - (a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of a federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any Federal grant, the making of any federal loan, the entering of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - (b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any federal agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;
  - (c) The Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, contracts under grants loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- ii. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**G. Davis-Bacon Act**

If U.S. Department of Homeland Security, Federal Emergency Management Agency, Emergency Management Performance Grant funds are used as the source of funding, the Davis-Bacon Act is applicable to the federal funds used for this Contract. If this Contract is a construction contract in excess of \$2,000 or a Contract which involves the employment of mechanics or laborers in excess of \$2,500, the Contractor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5).

**H. Buy American Act**

If U.S. Department of Homeland Security, Federal Emergency Management Agency, Emergency Management Performance Grant funds are used as the source of funding, in accordance with 42 U.S.C. 5206, the Buy American Act (41 U.S.C. 10a *et seq.*) is applicable to the funds used for this Contract; therefore, the Contractor must comply with the Buy American Act.

**I. Activities Conducted Abroad.**

The Contractor will comply with the requirements that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

**J. Fly America Act of 1974.**

The Contractor will comply with the requirements of the Preference for U.S. Flag Air Carriers: Travel supported by U.S. Government funds requirement, which states preference for the use of U.S. flag air carriers (air carriers holding certificates under 49 U.S.C. §41102) for international air transportation of people and property to the extent that such service is available, in accordance with the *International Air Transportation Fair Competitive Practices Act of 1974* (49 U.S.C. §40118) and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B138942.

**K. USA Patriot Act of 2001.**

The Contractor will comply with the requirements of the *Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act* (USA PATRIOT Act), which amends 18 U.S.C. §§175–175c. Among other things, it prescribes criminal penalties for possession of any biological agent, toxin, or delivery system of a type or in a quantity that is not reasonably justified by a prophylactic, protective, bona fide research, or other peaceful purpose. The Act also establishes restrictions on access to specified materials. “Restricted persons,” as defined by the Act, may not possess, ship, transport, or receive any biological agent or toxin that is listed as a select agent.

**L. Coastal Wetlands Planning, Protection, and Restoration Act of 1990.**

The Contractor will comply with the requirements of Executive Order 11990, which provides that federally funded construction and improvements minimize the destruction, loss, or degradation of wetlands. The Executive Order provides that, in furtherance of Section 101(b)(3) of NEPA (42 U.S.C. § 4331(b)(3)), Federal agencies, to the extent permitted by law, must avoid undertaking or assisting with new construction located in wetlands unless the head of the agency finds that there is no practicable alternative to such construction, and that the proposed action includes all practicable measures to minimize harm to wetlands that may result from such use. In making this finding, the head of the agency may take into account economic, environmental, and other pertinent factors. The public disclosure requirement described above also pertains to early public review of any plans or proposals for new construction in wetlands. This is codified at 44 CFR Part §9.

**M. Flood Disaster Protection Act of 1973.**

The Contractor will comply with the requirements of the *Flood Disaster Protection Act of 1973*, as amended (42 U.S.C. §4001 et seq.), which provides that no Federal financial assistance to acquire, modernize, or construct property may be provided in identified flood-prone communities in the United States, unless the community participates in the National Flood Insurance Program and flood insurance is purchased within one year of the identification. The flood insurance purchase requirement applies to both public and private applicants for DHS support. Lists of flood-prone areas that are eligible for flood insurance are published in the *Federal Register* by FEMA.

**N. National Flood Insurance Act of 1968.**

The Contractor will comply with the requirements of Section 1306(c) of the *National Flood Insurance Act*, as amended, which provides for benefit payments under the Standard Flood Insurance Policy for demolition or relocation of a structure insured under the Act that is located along the shore of a lake or other body of water and that is certified by an appropriate State or local land use authority to be subject to imminent collapse or subsidence as a result of erosion or undermining caused by waves or currents of water exceeding anticipated cyclical levels. These regulations are codified at 44 CFR Part §63.

**O. Protection of Human Subjects.**

The Contractor will comply with the requirements of the Federal regulations at 45 CFR Part §46, which requires that recipients comply with applicable provisions/law for the protection of human subjects for purposes of research. Recipients must also comply with the requirements in DHS

Management Directive 026-04, *Protection of Human Subjects*, prior to implementing any work with human subjects. For purposes of 45 CFR Part §46, research means a systematic investigation, including research, development, testing, and evaluation, designed to develop or contribute to general knowledge. Activities that meet this definition constitute research for purposes of this policy, whether or not they are conducted or supported under a program that is considered research for other purposes. The regulations specify additional protections for research involving human fetuses, pregnant women, and neonates (Subpart B); prisoners (Subpart C); and children (Subpart D). The use of autopsy materials is governed by applicable State and local law and is not directly regulated by 45 CFR Part §46.

**P. Animal Welfare Act of 1966.**

The Contractor will comply with the requirements of the *Animal Welfare Act*, as amended (7 U.S.C. §2131 *et seq.*), which requires that minimum standards of care and treatment be provided for vertebrate animals bred for commercial sale, used in research, transported commercially, or exhibited to the public. Recipients must establish appropriate policies and procedures for the humane care and use of animals based on the *Guide for the Care and Use of Laboratory Animals* and comply with the *Public Health Service Policy and Government Principles Regarding the Care and Use of Animals*.

**Q. Clean Air Act of 1970 and Clean Water Act of 1977.**

The Contractor will comply with the requirements of 42 U.S.C. §7401 *et seq.* and Executive Order 11738, which provides for the protection and enhancement of the quality of the Nation's air resources to promote public health and welfare and for restoring and maintaining the chemical, physical, and biological integrity of the nation's waters is considered research for other purposes.

**R. Rehabilitation Act of 1973.**

The Contractor will comply with the requirements of Section 504 of the *Rehabilitation Act of 1973*, 29 U.S.C. §794, as amended, which provides that no otherwise qualified handicapped individual in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. These requirements pertain to the provision of benefits or services as well as to employment.

**S. Hotel and Motel Fire Safety Act of 1990**

In accordance with section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. §2225a, the Contractor agrees to ensure that all conference, meeting, convention, or training space provided through or under this Contract complies with the fire prevention and control guidelines of the Federal Fire Prevention and Control Act of 1974, 15 U.S.C. §2225. More information about this requirement can be obtained at: <http://www.usfa.dhs.gov/citizens/hotel.shtm>. A searchable database of hotels and motels which comply with this requirement is available on this website.

**T. Classified Security Condition.**

- i. "Classified national security information," as defined in Executive Order (EO) 12958, as amended, means information that has been determined pursuant to EO 12958 or any predecessor order to require protection against unauthorized disclosure and is marked to indicate its classified status when in documentary form.
- ii. No funding provided by U.S. Department of Homeland Security shall be used to support a contract, subaward, or other agreement for goods or services that will include access to classified national security information by the contractor, subawardee, or other entity without prior written approval from the U.S. DHS Office of Security, Industrial Security Program Branch (ISPB), or, an appropriate official within the Federal department or agency with whom the classified effort will be performed.

**U. U.S. Department of Homeland Security Specific Acknowledgements and Assurances.**

The Contractor hereby acknowledges and agrees, and shall require any sub-recipients, sub-contractors, successors, transferees, and assignees to acknowledge and agree, to comply with applicable provisions governing U.S. Department of Homeland Security (U.S. DHS) access to records, accounts, documents, information, facilities, and staff, including, but not limited to the following:

- i. Recipients must cooperate with any compliance review or complaint investigation conducted by U.S. DHS.
- ii. Recipients must give U.S. DHS access to and the right to examine and copy records, accounts, and other documents and sources of information related to the grant and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by U.S. DHS regulations and other applicable laws or program guidance.
- iii. Recipients must submit timely, complete, and accurate reports to the appropriate U.S. DHS officials and maintain appropriate backup documentation to support the reports.
- iv. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
- v. If, during the past three years, the Recipient has been accused of discrimination on the grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status, the recipient must provide a list of all such proceedings, pending or completed, including outcome and copies of settlement agreements to the U.S. DHS awarding office and the U.S. DHS Office of Civil Rights and Civil Liberties.
- vi. In the event any court or administrative agency makes a finding of discrimination on grounds of race, color, national origin (including limited English proficiency), sex, age, disability, religion, or familial status against the recipient, or the recipient settles a case or matter alleging such discrimination, recipients must forward a copy of the complaint and findings to the U.S. DHS Component and/or awarding office.
- vii. The United States has the right to seek judicial enforcement of these obligations.

As used in above provisions, the term "Recipients" includes sub-recipients, contractors, sub-contractors, successors, transferees, and assignees.

**V. Trafficking In Persons**

A. Provisions applicable to a recipient that is a private entity.

1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not:
  - a. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
  - b. Procure a commercial sex act during the period of time that the award is in effect; or
  - c. Use forced labor in the performance of the award or subawards under the award.
2. The Federal Awarding Agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity:
  - a. Is determined to have violated a prohibition in paragraph A.1, above; or
  - b. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph A.1, above, through conduct that is either:
    - i. Associated with performance under this award; or
    - ii. Imputed to the you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR

part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)," as implemented by the Federal Awarding Agency at 2 CFR part 3000.

- B. Provisions applicable to a recipient other than a private entity. The Federal Awarding Agency may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity:
1. Is determined to have violated an applicable prohibition in paragraph A.1., above; or
  2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph A.i., above, through conduct that is either:
    - a. Associated with performance under this award; or
    - b. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Non-procurement)," as implemented by the Federal Awarding Agency at 2 CFR part 3000.
- C. Provisions applicable to any recipient.
1. You must inform the Federal Awarding Agency and the State immediately of any information you receive from any source alleging a violation of a prohibition in paragraph A.1., above.
  2. The Federal Awarding Agency's right to terminate unilaterally that is described in paragraph A.1. or B., above:
    - a. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
    - b. Is in addition to all other remedies for noncompliance that are available to the Federal Awarding Agency under this award.
  3. You must include the requirements of paragraph A.1., above, in any subaward you make to a private entity.
- D. Definitions. For purposes of this award term:
1. "Employee" means either:
    - a. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
    - b. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
  2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
  3. "Private entity" means:
    - a. Any entity other than a State, local government, Indian Tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
    - b. Includes:
      - i. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian Tribe at 2 CFR 175.25(b).
      - ii. A for-profit organization.

4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102)

**W. Assurance Of Compliance With Title VI Of The Civil Rights Act Of 1964 Department Of Transportation.** During the performance of this Contract, the Contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "Contractor") agrees as follows:

- i. Compliance with Regulations: The Contractor shall comply with the Regulations relative to nondiscrimination in Federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time, (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this Contract.
- ii. Nondiscrimination: The Contractor, with regard to the work performed by it during the Contract, shall not discriminate on the grounds of race, color, sex, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The Contractor shall not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the Contract covers a program set forth in Appendix B of the Regulations.
- iii. Solicitation for Subcontractors, Including Procurements of Materials and Equipment: In all solicitations either by competitive bidding or negotiation made by the Contractor for work to be performed under a subcontract, including procurements of materials or leases of equipment, each potential subcontractor or supplier shall be notified by the Contractor of the Contractor's obligations under this Contract and the Regulations relative to nondiscrimination on the grounds of race, color, sex, or national origin.
- iv. Information and Reports: The Contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto, and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State/Territory/Native American Tribe of Indiana or the Pipeline and Hazardous Materials Safety Administration (PHMSA) to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a Contractor is in the exclusive possession of another who fails or refuses to furnish this information the Contractor shall so certify to the State/Territory/Native American Tribe of Indiana or the Pipeline and Hazardous Materials Safety Administration as appropriate, and shall set forth what efforts it has made to obtain the information.
- v. Sanctions for Noncompliance: In the event of the Contractor's noncompliance with nondiscrimination provisions of this Contract, the State/Territory/Native American Tribe of Indiana shall impose contract sanctions as it or the Pipeline and Hazardous Materials Safety Administration may determine to be appropriate, including, but not limited to:
  - (a) Withholding of payments to the Contractor under the Contract until the Contractor complies; and/or
  - (b) Cancellation, termination, or suspension of the Contract, in whole or in part.
- vi. Incorporation of Provisions: The Contractor shall include the provisions of paragraphs (i) through (vi) in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations, or directives issued pursuant thereto. The Contractor shall take such action with respect to any subcontract or procurements as the State/Territory/Native American Tribe of Indiana or the Pipeline and Hazardous Materials Safety Administration may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the Contractor may request the

State/Territory/Native American Tribe of Indiana to enter into such litigation to protect the interests of the State/Territory/Native American Tribe of Indiana, and, in addition the Contractor may request the United States to enter into such litigation to protect the interest of the United States.

**EXHIBIT G-7**  
**DRUG AND BACKGROUND AMENDMENT**  
**ADMINISTRATIVE/CLERICAL POSITIONS**

Contractor agrees to conduct or require to have conducted a background check of any Resource placed on assignment at a State agency ("Agency"), or State facility ("Facility"), prior to the start of Resource's assignment.

Background checks shall be completed for verification of, but not limited to:

- a. Social security trace – verification of social security number;
- b. Criminal history, including a criminal history check for applicable states and counties of residence for the past seven (7) years;
- c. E-verify check;
- d. Sex Offender Registry check for all states of residency in the past seven (7) years; and
- e. A Department of Revenue tax liability check, if applicable, will be initiated by Contractor, subject to the Department of Revenues' policies regarding such checks, for all Resources on assignment at the Department of Revenue, and/or for Resources on assignment at other State Agencies, if so directed by the applicable Agency.

Resource may also be required to provide additional, relevant pre-assignment documents, at the request of a State Agency.

In the event that an Agency requires fingerprinting, such fingerprint check requirements shall supersede the background check requirements (a) and (b) stated above.

Contractor may require Vendor to use a background check company specified by Contractor.

Reasons for determining that a Resource did not satisfactorily pass the background check include, but are not limited to, the below guidelines. Any exceptions to the below guidelines must be approved by the Agency's Human Resources Director.

- a. Candidates convicted of a criminal misdemeanor involving dishonesty or a breach of trust, including burglary, larceny, embezzlement, counterfeiting, forgery, theft or robbery, shall be excluded from consideration.
- b. Candidates convicted of criminal felonies or misdemeanors involving violent acts such as murder, assault, rape and battery shall be excluded from consideration.
- c. Candidates convicted of a criminal felony involving dishonesty or a breach of trust, including burglary, larceny, embezzlement, counterfeiting, forgery, theft or robbery shall be excluded from consideration.

In addition, a five-panel drug screen shall be performed prior to Resource's assignment for all Admin positions at a State hospital, school or correctional facility. Contractor may require Vendors to use a drug screening company specified by Contractor, and such drug screen must be verified by a laboratory (dip-stick test kits or swabs are not acceptable). Candidates who test positive for drugs shall not be accepted. A "positive" drug test result shall mean test levels that are recognized as positive on both the screening test and the confirmatory test under the "Mandatory

Guidelines for Federal Workplace Drug Testing Programs.” The following levels shall constitute a positive drug test (which levels may change from time to time):

	<b>Screening Levels (ng/ml)</b>	<b>Confirmation Levels</b>
Amphetamines Amphetamine Methamphetamine	500	250
Cocaine Metabolites	150	100
PCP – Phencyclidine	25	25
Opiate Metabolites 6-Acetylmorphine Morphine Codeine	10 2000 2000	10 2000 2000
Marijuana Metabolites	50	15

Costs associated with drug screens, background or fingerprint checks shall be the sole responsibility of the Contractor or the applicable Vendor. Drug screen, background and fingerprint check results shall be effective for a period of thirty (30) days prior to Resource’s assignment start date. In the case of a “break in service” from the State, a drug screen is effective for a period of ninety (90) days, and a background check is effective for a period of six (6) months, unless otherwise specified for assignments at a State hospital.

A background or fingerprint check and drug screen may be required to be run each year for Resources on assignment, as measured from Resource’s assignment start date. In the event that Resource begins work for a new Agency or Facility during such time, a separate fingerprint check will be required.

Additionally, assignments located at a State hospital, school or correctional facility may require a TB shot to be updated annually. In the event that this is not performed by the applicable Facility, Vendor will be responsible for such test.

At the sole discretion of the Agency or Facility Human Resources Director, a Resource may begin work pending the results of the drug screen and/or fingerprint or background check. The Agency or Facility Human Resources Director may elect to waive any or all requirements, and such waiver shall be communicated in writing from the Agency or Facility to Contractor prior to Resource’s assignment. Contractor shall then communicate such waiver in writing to Vendor. The State reserves the right to require additional checks as requested.

**Exhibit A-1**

**Program Outline**

**Hourly “Not to Exceed Rates” by position.**

<b>Position</b>	<b>State Job Code</b>	<b>KS Program Max Bill</b>
Accountant 1	2RA1	\$36.00
Accountant 2	2RA2	\$29.00
Accountant 3	2RA3	\$24.00
Accountant 4	2RA4	\$18.00
Accountant 5	2RA5	\$17.00
Temporary, AccountClerk2, Clerical	3JA2	\$14.00
Temporary, AccountClerk3, Clerical	3JA3	\$13.00
Temporary, AccountClerk4, Clerical	3JA4	\$12.50
Temporary, Administrative Assistant 2, Professional	2WN3	\$17.00
Temporary, Administrative Assistant 3, Professional	2WN3	\$16.10
Temporary, Administrative Assistant 4, Professional	2WN4	\$14.70
Temporary, Administrative Assistant 5, Professional	2WN5	\$14.60
Temporary, ClericalAssistant 4	3LD4	\$12.90
Temporary, ClericalAssistant 5	3LD5	\$11.50
Data Input Operator 2, Clerical, 100-116 forms per hour (A)	3QB4	\$11.30
Data Input Operator 2, Clerical, 117-133 forms per hour (B)	3QB4	\$12.10
Data Input Operator 2, Clerical, 134-150 forms per hour (D)	3QB4	\$12.70
Data Input Operator 2, Clerical, 151-167 forms per hour (F)	3QB4	\$13.30
Data Input Operator 2, Clerical, 168-184 forms per hour (H)	3QB4	\$13.90
Data Input Operator 2, Clerical, 185-201 forms per hour (J)	3QB4	\$14.50
Data Input Operator 2, Clerical, 202-218 – 201 forms per hour (N)	3QB4	\$15.20
Data Input Operator 2, Clerical, 219-235 forms per hour (Q)	3QB4	\$15.90
Data Input Operator 2, Clerical, 236-255 forms per hour (R)	3QB4	\$16.60
Data Input Operator 2, Clerical, 256-274 forms per hour (S)	3QB4	\$17.50
Data Input Operator 2, Clerical, 275+ forms per hour (U)	3QB4	\$18.40
Temporary, DataInputOperator2,Clerical	3QB4	\$12.70
Temporary, DataInputOperator3,Clerical	3QB4	\$11.80
Temporary, DataInputOperator4,Clerical	3QB4	\$11.50
Temporary, GenCOMOT2,Clerical	3MB2	\$13.00
Temporary, GenCOMOT3,Clerical	3MB3	\$12.60
Temporary, GenCOMOT4,Clerical	3MB4	\$12.10
Temporary, LegalAssistant5, Professional	1VA5	\$18.90
Temporary, Tax Analyst4, Professional	2RW4	\$15.70
Temporary, Tax Analyst5, Professional	2RW5	\$14.30
Temporary, Tax Analyst Supervisor6, Professional	7RW6	\$17.90
Temporary, WordProcessor2, Clerical	3QB4	\$13.40
Temporary, WordProcessor3, Clerical	3QB4	\$13.15
Temporary, WordProcessor4, Clerical	3QB4	\$13.00

Temporary, Warehouse Clerk	3PA2	\$11.60
Landscaper	3KS5	\$12.79
IBM Transfer Clerks (Job Description to Come)	3KS6	\$14.50
Receptionist	3KS7	\$12.90
Security Guard 4	3KS8	\$11.50
Accountant 6	3KS9	\$16.00
Food Service Workers	4KS1	\$12.10
Criminal Intelligence Analyst IV	4KS2	\$18.27
Grant Coordinator - DOC	4KS3	\$20.15
Plant Foreman	4KS4	\$14.48
Warehouse Foreman	4KS5	\$21.00
Training Officer	4KS6	\$21.26
Math Teacher	4KS7	\$30.00
Salesperson	4KS8	\$30.00
Security Guard 5	4KS9	\$13.00
Housekeeper 4	5KS1	\$13.00
Maintenance	5KS2	\$13.00
Policy & Procedures Analyst 2	5KS3	\$23.50
Special Education Teacher - Assistant	5KS4	\$16.00
Meat Inspector	5KS5	\$15.06
Data Processing Operator 2	5KS6	\$12.70
Data Processing Operator 3	5KS7	\$11.80
Data Processing Operator 4	5KS8	\$11.50
Legal Assistant 6 - ISP use only	5KS9	\$21.55
Facility Coordinator	6KS1	\$16.00
SIMPLE Program Coordinator	6KS2	\$29.52
Recreation Leader 4	6KS4	\$15.06
Executive Assistant 2	6KS5	\$24.61
Assistant Controller	6KS6	\$35.00
Program Coordinator	6KS7	\$32.00
Interior Designer	6KS8	\$48.57
Architectural Surveyor	6KS9	\$14.65
Financial Analyst	2RJ1	\$33.00
Financial Analyst 4	2RJ4	\$19.50

2. Rate Differentials remain unchanged from the original contract to read:

- a. The State shall pay a premium of 1.4 times the hourly rate for all overtime work pre-approved by the hiring manager and the Authorized Fiscal agent of the agency. Overtime is defined as work performed in excess of 40 hours per week, and only for the positions specified under this agreement.

3. Shift Premiums remain unchanged from the original contract to read.

The State shall pay the below stated shift premium upon pre-approval being given by the hiring manager and the Authorized Fiscal agent of the agency.

- a. The State shall pay a shift premium multiplier of 1.05 times the hourly rate for all Evening shift work. Evening shift is defined as work performed from 5:00PM to 12:00 Midnight, and only for the positions specified under this agreement.
- b. The State shall pay a shift premium multiplier of 1.1 times the hourly rate for all Night shift work. Night shift is defined as work performed from 12:00 Midnight to 8:00 AM, and only for the positions specified under this agreement.
- c. The State shall pay a shift premium multiplier of 1.05 times the hourly rate for all Holiday or Weekend shift work. Night shift is defined as work performed from 12:00 Midnight to 8:00 AM, and only for the positions specified under this agreement.

4. Direct Hire Fees has been removed by mutual agreement.

5. Conversion fees have been changed by mutual agreement as follows:

Removed from the contract is:

- a. The "Conversion Fee" shall be the fee charged by Contractor when a Resource is converted to a direct hire employee of the State. Conversion Fees shall not be adjusted by the Mark-Up Rate. The Conversion Fee shall be calculated as follows:
- b. Conversion fees for nonprofessional positions shall be compensated as follows. Nonprofessional positions are defined as any position with less than \$40,000 in annual base salary per year.

<b>Non professional</b>	<b>Conversion Fee</b>
0 - 30 days worked	\$3,000
31 - 60 days worked	\$1,000
61 - 90 days worked	\$ 500
Over 90 days worked	\$ 0

- c. Conversion fees for professional positions shall be compensated as follows. Professional positions are defined as any position with more than \$40,000 in annual base salary per year.

<b>Professional</b>	<b>Conversion Fee</b>
0 - 30 days worked	20%
31 - 60 days worked	15%
61 - 90 days worked	12.5%
91 - 120 days worked	10%
121 - 180 days worked	5%
Over 180 days worked	0%

New language added to the contract is:

- a. The Conversion fees for nonprofessional positions shall be compensated as follows. Nonprofessional positions are defined as any position with less than \$40,000 in annual base salary per year and with no greater than twelve months interruption of service to the State.

Hours Worked	0-160 hours	>160-320 hours	>320-480 hours	>480 hours
Maximum/not to exceed conversion fee	\$3,000	\$1,000	\$500	\$0.00

- b. Conversion fees for professional positions shall be compensated as follows. Professional positions are defined as any position with more than \$40,000 in annual base salary per year and with no greater than twelve months interruption of service to the State. The first year annual salary will be the annual salary that would be paid to the resource by the State during the first year of service exclusive of any benefits or fees paid to the resource.

Hours Worked	0-160 hours	>160-320 hours	>320-480 hours	>480-640 hours	>640 - 800 hours	>800 hours
Maximum/not to exceed conversion fee	20.0% of first year annual salary	15.0% of first year annual salary	12.5% of first year annual salary	10.0% of first year annual salary	5.0% of first year annual salary	00.0% of first year annual salary