

STATE OF TEXAS §
 §
 COUNTY OF FORT BEND §

**AGREEMENT FOR TECHNOLOGY CONSULTING SERVICES
 PURSUANT TO DIR CONTRACT NO. DIR-CPO-4570**

THIS AGREEMENT is made and entered into by and between Fort Bend County, (hereinafter "County"), a body corporate and politic under the laws of the State of Texas, and C&T Information Technology Consulting, Inc. (hereinafter "Contractor"), a company authorized to conduct business in the State of Texas.

WITNESSETH

WHEREAS, County desires that Contractor provide technology consulting services as will be more fully described herein (hereinafter "Services") pursuant to DIR CONTRACT NO. DIR-CPO-4570 (which is incorporated by reference);

WHEREAS, Contractor represents that it is qualified and desires to perform such services.

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

AGREEMENT

Section 1. Scope of Services

- A. Contractor will provide on-site personnel as directed by the Fort Bend Information Services Director (hereinafter "IT Director") and in accordance with the attached and incorporated Exhibit A. In the event of conflict, the IT Director's instructions shall prevail over the Exhibits, to the extent that the deviation from the Exhibit does not increase the maximum compensation available under this Agreement. Subject to availability of funding, County may but is not required to, secure additional services at the same rates as stated in the Exhibit(s). Likewise, County may also reduce the level of service utilized under this Agreement without penalty.
- B. Scheduling and location for personnel reporting shall be as directed by the IT Director.
- C. County will supply equipment for use by contracted personnel as determined by the IT director. Personnel shall not use County equipment for any unlawful purposes, will obey all laws, rules, and regulations of all governmental authorities while using the equipment and will only use the equipment in the performance of Services under this Agreement. Personnel shall use the equipment in a careful and proper manner. Contractor agrees, at

County's election, to replace or reimburse County for any equipment damaged, lost or not returned by their personnel.

- D. Contractor will require all their staff to comply with any grant documentation requirements administered by the County as of the Effective Date of this Agreement.
- E. In the performance of all Services, Contractor agrees to execute the attached Exhibit B, Business Associates Agreement.

Section 2. Personnel

- A. Contractor represents that it presently has, or is able to obtain, adequate qualified personnel in its employment for the timely performance of the Scope of Services required under this Agreement and that Contractor shall furnish and maintain, at its own expense, adequate and sufficient personnel, in the opinion of County, to perform the Scope of Services when and as required and without delays.
- B. All employees of Contractor shall have such knowledge and experience as will enable them to perform the duties assigned to them. Any employee of Contractor who, in the opinion of County, is incompetent or by his conduct becomes detrimental to the project shall, upon request of County, immediately be removed from association with the project.

Section 3. Compensation and Payment

- A. Contractor's fees shall be calculated at the rates set forth in the attached Exhibits. The Maximum Compensation for the performance of Services within the Scope of Services described in Exhibit A shall not exceed the amounts certified below by the Fort Bend County Auditor and any additional amounts of funds from time to time that may be certified as available, as of the date so certified. In no case shall the amount paid by County under this Agreement exceed the Maximum Compensation without an approved change order.
- B. Contractor understands and agrees that the Maximum Compensation stated is an inclusive amount and no additional fee, cost or reimbursed expense shall be added whatsoever to the fees stated in the Exhibit(s).
- C. All performance of the Scope of Services by Contractor including any changes in the Scope of Services and revision of work satisfactorily performed will be performed only when approved in advance and authorized by County.
- D. County will pay Contractor based on the following procedures: Upon completion of the tasks identified in the Scope of Services, Contractor shall submit to County one (1) original to 301 Jackson St, Suite 701, Richmond TX 77469 and one electronic copy to APAuditor@fortbendcountytexas.gov showing the amounts due for services performed in a form acceptable to County. Contractor is encouraged to invoice weekly but no less

frequently than monthly. County shall review such invoices and approve them within 30 calendar days with such modifications as are consistent with this Agreement and forward same to the Auditor for processing. County shall pay each such approved invoice within thirty (30) calendar days. County reserves the right to withhold payment pending verification of satisfactory work performed.

Section 4. Limit of Appropriation

- A. It is expressly understood and agreed that County has available the total maximum sum of funds hereinafter certified available by the County Auditor of Fort Bend County for the purpose of satisfying County's obligations under the terms and provisions of this Agreement; that notwithstanding anything to the contrary, or that may be construed to the contrary, the liability of County as to payment under the terms and provisions of this Agreement is limited to this sum, plus additional amounts of funds from time to time certified available pursuant to Sections 111.061 through 111.073 of the Local Government Code, as amended, for the purpose of satisfying County's obligations under the terms and provisions of this Agreement; and that when and if all the funds so certified are expended for the purpose of satisfying County's obligations under the terms and provisions of this Agreement, the sole and exclusive remedy of Contractor is to terminate this Agreement. Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed the funding certified as available by the Auditor as of the date so certified.
- B. Contractor does further understand and agree, said understanding and agreement also being of the absolute essence of this Agreement, that the total maximum compensation that Contractor may become entitled to and the total maximum sum that County may become liable to pay to Contractor shall not under any conditions, circumstances, or interpretations thereof exceed the funds certified by the County Auditor to be available.

Section 5. Term

This Agreement is effective as of the date executed by County and shall terminate on December 31, 2021 unless sooner terminated in accordance with this Section. This Agreement does not automatically renew.

Section 6. Termination

- A. Termination for Convenience: County may terminate this Agreement at any time upon fourteen (14) days written notice issued by the IT Director.

B. Termination for Default

1. County may terminate the whole or any part of this Agreement for cause in the following circumstances:
 - a. If Contractor fails to perform services within the time specified in the Scope of Services or any extension thereof granted by the County in writing;
 - b. If Contractor materially breaches any of the covenants or terms and conditions set forth in this Agreement or fails to perform any of the other provisions of this Agreement or so fails to make progress as to endanger performance of this Agreement in accordance with its terms, and in any of these circumstances does not cure such breach or failure to County's reasonable satisfaction within a period of ten (10) calendar days after receipt of notice from County specifying such breach or failure.
 2. If, after termination, it is determined by County that for any reason whatsoever that Contractor was not in default, or that the default was excusable, services may continue in accordance with the terms and conditions of this Agreement or the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of the County in accordance with Section 7A above.
- C. Upon termination of this Agreement, County shall compensate Contractor in accordance with Section 3, above, for those services which were provided under this Agreement prior to its termination and which have not been previously invoiced to County. Contractor's final invoice for said services will be presented to and paid by County in the same manner set forth in Section 3 above.
- D. If County terminates this Agreement as provided in this Section, no fees of any type, other than fees due and payable at the Termination Date, shall thereafter be paid to Contractor.

Section 7. Modifications and Waivers

- A. The parties may not amend or waive this Agreement, except by a written agreement executed by both parties.
- B. No failure or delay in exercising any right or remedy or requiring the satisfaction of any condition under this Agreement, and no course of dealing between the parties, operates as a waiver or estoppel of any right, remedy, or condition.

- C. The rights and remedies of the parties set forth in this Agreement are not exclusive of, but are cumulative to, any rights or remedies now or subsequently existing at law, in equity, or by statute.

Section 8. Ownership and Reuse of Documents

All documents, data, reports, research, graphic presentation materials, etc., developed by Contractor as a part of its work under this Agreement, shall become the property of County upon completion of this Agreement, or in the event of termination or cancellation thereof, at the time of payment under Section 3 for work performed. Contractor shall promptly furnish all such data and material to County on request.

Section 9. Inspection of Books and Records

Contractor will permit County, or any duly authorized agent of County, to inspect and examine the books and records of Contractor for the purpose of verifying the amount of work performed under the Scope of Services. County's right to inspect survives the termination of this Agreement for a period of four years.

Section 10. Insurance

- A. Prior to commencement of the Services, Contractor shall furnish County with properly executed certificates of insurance which shall evidence all insurance required and provide that such insurance shall not be canceled, except on 30 days' prior written notice to County. Contractor shall provide certified copies of insurance endorsements and/or policies if requested by County. Contractor shall maintain such insurance coverage from the time Services commence until Services are completed and provide replacement certificates, policies and/or endorsements for any such insurance expiring prior to completion of Services. Contractor shall obtain such insurance written on an Occurrence form from such companies having Bests rating of A/VII or better, licensed or approved to transact business in the State of Texas, and shall obtain such insurance of the following types and minimum limits:
 - 1. Workers Compensation in accordance with the laws of the State of Texas. Substitutes to genuine Workers' Compensation Insurance will not be allowed.
 - 2. Employers' Liability insurance with limits of not less than \$1,000,000 per injury by accident, \$1,000,000 per injury by disease, and \$1,000,000 per bodily injury by disease.
 - 3. Commercial general liability insurance with a limit of not less than \$1,000,000 each occurrence and \$2,000,000 in the annual aggregate. Policy shall cover liability for bodily injury, personal injury, and property

damage and products/completed operations arising out of the business operations of the policyholder.

4. Business Automobile Liability coverage applying to owned, non-owned and hired automobiles with limits not less than \$1,000,000 each occurrence combined single limit for Bodily Injury and Property Damage combined.
 5. Cyber/Data Breach Liability Insurance with a limit of not less than \$1,000,000.
- B. County and the members of Commissioners Court shall be named as additional insured to all required coverage except for Workers' Compensation and Professional Liability (if required). All Liability policies written on behalf of Contractor shall contain a waiver of subrogation in favor of County and members of Commissioners Court.
- C. If required coverage is written on a claims-made basis, Contractor warrants that any retroactive date applicable to coverage under the policy precedes the effective date of the Contract and that continuous coverage will be maintained or an extended discovery period will be exercised for a period of 2 years beginning from the time the work under this Contract is completed.
- D. Contractor shall not commence any portion of the work under this Contract until it has obtained the insurance required herein and certificates of such insurance have been filed with and approved by Fort Bend County.
- E. No cancellation of or changes to the certificates, or the policies, may be made without thirty (30) days prior, written notification to Fort Bend County.
- F. Approval of the insurance by Fort Bend County shall not relieve or decrease the liability of the Contractor.

Section 12. Indemnity

CONTRACTOR SHALL INDEMNIFY AND DEFEND COUNTY AGAINST ALL LOSSES, LIABILITIES, CLAIMS, CAUSES OF ACTION, AND OTHER EXPENSES, INCLUDING REASONABLE ATTORNEYS FEES, ARISING FROM ACTIVITIES OF CONTRACTOR, ITS AGENTS, SERVANTS OR EMPLOYEES, PERFORMED UNDER THIS AGREEMENT THAT RESULT FROM THE NEGLIGENT ACT, ERROR, OR OMISSION OF CONTRACTOR OR ANY OF CONTRACTOR'S AGENTS, SERVANTS OR EMPLOYEES. THE PARTIES AGREE THAT THIS INDEMNIFICATION PROVISION SHALL APPLY DURING THE PERFORMANCE OF SERVICES AS WELL AS DURING THE PERFORMANCE OF ANY CONTINUING OBLIGATIONS THAT MAY EXIST (IF ANY) AFTER THE EXPIRATION OF THIS AGREEMENT.

Section 13. Confidential and Proprietary Information

- A. Contractor acknowledges that it and its employees or agents may, in the course of performing their responsibilities under this Agreement, be exposed to or acquire information that is confidential to County. Any and all information of any form obtained by Contractor or its employees or agents from County in the performance of this Agreement shall be deemed to be confidential information of County ("Confidential Information"). Any reports or other documents or items (including software) that result from the use of the Confidential Information by Contractor shall be treated with respect to confidentiality in the same manner as the Confidential Information. Confidential Information shall be deemed not to include information that (a) is or becomes (other than by disclosure by Contractor) publicly known or is contained in a publicly available document; (b) is rightfully in Contractor's possession without the obligation of nondisclosure prior to the time of its disclosure under this Agreement; or (c) is independently developed by employees or agents of Contractor who can be shown to have had no access to the Confidential Information.
- B. Contractor agrees to hold Confidential Information in strict confidence, using at least the same degree of care that Contractor uses in maintaining the confidentiality of its own confidential information, and not to copy, reproduce, sell, assign, license, market, transfer or otherwise dispose of, give, or disclose Confidential Information to third parties or use Confidential Information for any purposes whatsoever other than the provision of Services to County hereunder, and to advise each of its employees and agents of their obligations to keep Confidential Information confidential. Contractor shall use its best efforts to assist County in identifying and preventing any unauthorized use or disclosure of any Confidential Information. Without limitation of the foregoing, Contractor shall advise County immediately in the event Contractor learns or has reason to believe that any person who has had access to Confidential Information has violated or intends to violate the terms of this Agreement and Contractor will at its expense cooperate with County in seeking injunctive or other equitable relief in the name of County or Contractor against any such person. Contractor agrees that, except as directed by County, Contractor will not at any time during or after the term of this Agreement disclose, directly or indirectly, any Confidential Information to any person, and that upon termination of this Agreement or at County's request, Contractor will promptly turn over to County all documents, papers, and other matter in Contractor's possession which embody Confidential Information.
- C. Contractor acknowledges that a breach of this Section, including disclosure of any Confidential Information, or disclosure of other information that, at law or in equity, ought to remain confidential, will give rise to irreparable injury to County that is inadequately compensable in damages. Accordingly, County may seek and obtain injunctive relief against the breach or threatened breach of the foregoing undertakings, in addition to any other legal remedies that may be available. Contractor acknowledges and agrees that the covenants contained herein are necessary for the protection of the legitimate business interest of County and are reasonable in scope and content.

- D. Contractor in providing all services hereunder agrees to abide by the provisions of any applicable Federal or State Data Privacy Act.
- E. Contractor expressly acknowledges that County is subject to the Texas Public Information Act, TEX. GOV'T CODE ANN. §§ 552.001 et seq., as amended, and notwithstanding any provision in the Agreement to the contrary, County will make any information related to the Agreement, or otherwise, available to third parties in accordance with the Texas Public Information Act. Any proprietary or confidential information marked as such provided to County by Consultant shall not be disclosed to any third party, except as directed by the Texas Attorney General in response to a request for such under the Texas Public Information Act, which provides for notice to the owner of such marked information and the opportunity for the owner of such information to notify the Attorney General of the reasons why such information should not be disclosed. The terms and conditions of the Agreement are not proprietary or confidential information.

Section 14. Independent Contractor

- A. In the performance of work or services hereunder, Contractor shall be deemed an independent contractor, and any of its agents, employees, officers, or volunteers performing work required hereunder shall be deemed solely as employees of contractor or, where permitted, of its subcontractors.
- B. Contractor and its agents, employees, officers, or volunteers shall not, by performing work pursuant to this Agreement, be deemed to be employees, agents, or servants of County and shall not be entitled to any of the privileges or benefits of County employment.

Section 15. Notices

- A. Each party giving any notice or making any request, demand, or other communication (each, a "Notice") pursuant to this Agreement shall do so in writing and shall use one of the following methods of delivery, each of which, for purposes of this Agreement, is a writing: personal delivery, registered or certified mail (in each case, return receipt requested and postage prepaid), or nationally recognized overnight courier (with all fees prepaid).
- B. Each party giving a Notice shall address the Notice to the receiving party at the address listed below or to another address designated by a party in a Notice pursuant to this Section:

County: Fort Bend County
Attn: County Judge
401 Jackson Street
Richmond, Texas 77469

With a copy to: Fort Bend County
Information Technology
Attn: Director
500 Liberty Street
Richmond, TX 77469

Contractor: C&T Information Technology Consulting, Inc.
Attn: Jennifer Conway
201 S. Lakeline Blvd., Suite 803
Cedar Park, Texas 78613

- C. Notice is effective only if the party giving or making the Notice has complied with Notice provisions herein and if the addressee has received the Notice. A Notice is deemed received as follows:
1. If the Notice is delivered in person, or sent by registered or certified mail or a nationally recognized overnight courier, upon receipt as indicated by the date on the signed receipt.
 2. If the addressee rejects or otherwise refuses to accept the Notice, or if the Notice cannot be delivered because of a change in address for which no Notice was given, then upon the rejection, refusal, or inability to deliver.

Section 16. Compliance with Laws

Contractor shall comply with all federal, state, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any courts or administrative bodies or tribunals in any matter affecting the performance of this Agreement, including, without limitation, Worker's Compensation laws, minimum and maximum salary and wage statutes and regulations, licensing laws and regulations. When required by County, Contractor shall furnish County with certification of compliance with said laws, statutes, ordinances, rules, regulations, orders, and decrees above specified.

Section 17. Performance Warranty

- A. Contractor warrants to County that Contractor has the skill and knowledge ordinarily possessed by well-informed members of its trade or profession practicing in the greater

Houston metropolitan area and Contractor will apply that skill and knowledge with care and diligence to ensure that the Services provided hereunder will be performed and delivered in accordance with the highest professional standards.

- B. Contractor warrants to County that the Services will be free from material errors and will materially conform to all requirements and specifications contained in the attached Exhibit A.

Section 18. Assignment and Delegation

- A. Neither party may assign any of its rights under this Agreement, except with the prior written consent of the other party. That party shall not unreasonably withhold its consent. All assignments of rights by Contractor are prohibited under this subsection, whether they are voluntarily or involuntarily, without first obtaining written consent from County.
- B. Neither party may delegate any performance under this Agreement.
- C. Any purported assignment of rights or delegation of performance in violation of this Section is void.

Section 19. Applicable Law

The laws of the State of Texas govern all disputes arising out of or relating to this Agreement. The parties hereto acknowledge that venue is proper in Fort Bend County, Texas, for all legal actions or proceedings arising out of or relating to this Agreement and waive the right to sue or be sued elsewhere. Nothing in the Agreement shall be construed to waive the County's sovereign immunity.

Section 20. Successors and Assigns

County and Contractor bind themselves and their successors, executors, administrators and assigns to the other party of this Agreement and to the successors, executors, administrators and assigns of the other party, in respect to all covenants of this Agreement.

Section 21. Third Party Beneficiaries

This Agreement does not confer any enforceable rights or remedies upon any person other than the parties.

Section 22. Severability

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, the remaining provisions remain in full force, if the essential terms and conditions of this Agreement for each party remain valid, binding, and enforceable.

Section 23. Publicity

Contact with citizens of Fort Bend County, media outlets, or governmental agencies shall be the sole responsibility of County. Under no circumstances whatsoever, shall Contractor release any material or information developed or received in the performance of the Services hereunder without the express written permission of County, except where required to do so by law.

Section 24. Captions

The section captions used in this Agreement are for convenience of reference only and do not affect the interpretation or construction of this Agreement.

Section 25. Conflict

In the event there is a conflict between documents they shall be resolved in this Order: First: Exhibit C: Federal Clauses; Second: Exhibit B: Business Associates Agreement; Third: This document titled "AGREEMENT FOR technology consulting services pursuant to DIR Contract No. DIR-CPO-4570" and last: Exhibit A: Scope of Service

Section 26. Certain State Law Requirements for Contracts:

The contents of this Section are required by Texas Law and are included by County regardless of content.

- A. Agreement to Not Boycott Israel Chapter 2270 Texas Government Code: By signature below, Contractor verifies Contractor does not boycott Israel and will not boycott Israel during the term of this Agreement.

- B. Texas Government Code Section 2251.152 Acknowledgment: By signature below, Contractor represents pursuant to Section 2252.152 of the Texas Government Code, that Contractor is not listed on the website of the Comptroller of the State of Texas concerning the listing of companies that are identified under Section 806.051, Section 807.051 or Section 2253.153

Section 27. Human Trafficking

BY ACCEPTANCE OF CONTRACT, CONTRACTOR ACKNOWLEDGES THAT FORT BEND COUNTY IS OPPOSED TO HUMAN TRAFFICKING AND THAT NO COUNTY FUNDS WILL BE USED IN SUPPORT OF SERVICES OR ACTIVITIES THAT VIOLATE HUMAN TRAFFICKING LAWS

Section 28. Federal Clauses

Contractor understands and acknowledges that this Agreement may be totally or partially funded with federal and or state funds. As a condition of receiving these funds, Contractor represents that it is and will remain in compliance with all requirements in Exhibit C. These terms flow down to all third-party contractors and their subcontracts at every tier that exceed the simplified acquisition threshold, unless a particular award term or condition specifically indicates otherwise. The Contractor shall require that these clauses shall be included in each covered transaction at any tier.

Section 29. Entire Agreement

This executed instrument is understood and intended to be the final expression of the parties' agreement and is a complete and exclusive statement of the terms and conditions with respect thereto, superseding all prior agreements or representations, oral or written, and all other communication between the parties relating to the subject matter of this agreement. Any oral representations or modifications concerning this instrument shall be of no force or effect excepting a subsequent modification in writing signed by all the parties hereto.

IN WITNESS WHEREOF, the parties hereto have signed or have caused their respective names to be signed to multiple counterparts to be effective on the ____ day of _____, 2021

FORT BEND COUNTY



County Judge KP George

KP George, County Judge

ATTEST:



Laura Richard, County Clerk



C&T INFORMATION

TECHNOLOGY CONSULTING, INC.



Authorized Agent- Signature

Jennifer Conway

Authorized Agent- Printed Name

Director of Operations

Title

01/25/2021

Date

Exhibit A: Scope of Service
Exhibit B: Business Associates Agreement
Exhibit C: Federal Clauses

REVIEWED BY:

Robyn Doughtie

Robyn Doughtie
Director of Information Technology & CIO

APPROVED AS TO LEGAL FORM:

Michelle L. Turner

Michelle L. Turner
General Counsel Division Chief
County Attorney Office


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AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ 200,000.00 to accomplish and pay the obligation of Fort Bend County under this contract for services provided by **Contractor** for the below time period:

Through February 28, 2021

Service period



Robert Ed Sturdivant

February 1, 2021

Date Certified

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ _____ to accomplish and pay the obligation of Fort Bend County under this contract for services provided by **Contractor** for the below time period:

Service period

Robert Ed Sturdivant

Date Certified

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ _____ to accomplish and pay the obligation of Fort Bend County under this contract for services provided by **Contractor** for the below time period:

Service period

Robert Ed Sturdivant

Date Certified

AUDITOR'S CERTIFICATE

I hereby certify that funds are available in the amount of \$ _____ to accomplish and pay the obligation of Fort Bend County under this contract for services provided by **Contractor** for the below time period:

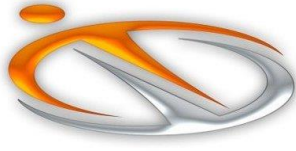
Service period

Robert Ed Sturdivant

Date Certified

EXHIBIT A

Scope of Service



C&T Information Technology Consulting, Inc.

201 S. Lakeline Blvd., Suite 803, Cedar Park, Texas 78613

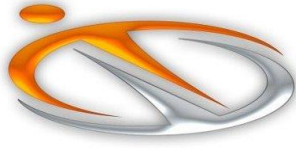
Phone: 512-610-0040, Fax: 512-231-8044, Email: sales@candttech.com

www.candttech.com

**QUOTE FOR CONSULTING SERVICES
FORT BEND COUNTY**

Description:	Sales Rep:	Customer Contact
Fort Bend Project: Technical design, development, analysis, build out, testing, support, review and knowledge transfer.	Jennifer Conway 512-610-0040 sales@candttech.com	Cassie Leal <i>Fort Bend County Purchasing, Buyer II</i> (281) 341-8641 Cassie.Leal@fortbendcountytexas.gov www.fortbendcountytexas.gov
Customer	Bill To	Ship To
Fort Bend County Purchasing, Buyer II (281) 341-8641 Cassie.Leal@fortbendcountytexas.gov www.fortbendcountytexas.gov	Fort Bend County 301 Jackson St Richmond, TX 77469 (281) 341-8641 Cassie.Leal@fortbendcountytexas.gov www.fortbendcountytexas.gov	Fort Bend County 301 Jackson St Richmond, TX 77469 (281) 341-8641 Cassie.Leal@fortbendcountytexas.gov www.fortbendcountytexas.gov
PO:	Terms: Undefined	Special Instructions:

Description	Est. Total
<p>Project Scope: The Fort Bend Project will require technical design and development, analysis, build out, testing, support, review, and knowledge transfer.</p> <p>This effort will require the following:</p> <p>Support Sysadmin tasks related to COVID projects implementations using 3rd party vendors. Support BI/ Reporting needs of BHS, HHS (Contact Tracing, Federal Reporting projects and COVID Tracing and Tracking). Understand and analyze requirements, documentation, communication, testing CyberSecurity for COVID related projects. Create Test Scripts, Complete Regression Testing, Functional Testing, Training for all COVID related projects. Developing/ managing COVID website or webpage and file management.</p> <p>Proposed Start Date: TBD Location: Clients Worksite</p> <p>Project Duration:</p> <p>Hourly rates over 40hrs/week: same as above Estimated Total: 184 hours per person per month</p>	<p>\$1,685,146</p>



C&T Information Technology Consulting, Inc.

201 S. Lakeline Blvd., Suite 803, Cedar Park, Texas 78613
Phone: 512-610-0040, Fax: 512-231-8044, Email: sales@candttech.com
www.candttech.com

<i>(estimate based on 184 hours a month for 12 months or until end of year 2021 = \$1,685,146)</i>	
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**Rates will Not Exceed the above quoted hourly rate, vary based on skill level of Consultant and are negotiable and subject to any Customer budgetary constraints.*

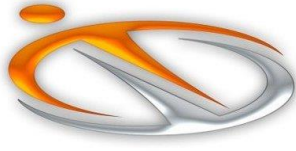
*** Actual total will be determined by PO hours, actual bill rate, start/end dates and customer needs.*

Subtotal: \$ TBD
Tax (0.000%): \$ 0.00
Total: \$ \$ TBD

Thank you.

A handwritten signature in black ink that reads "Jennifer Conway". The signature is written in a cursive, flowing style.

Jennifer Conway
Director of Operations
January 20, 2021



C&T Information Technology Consulting, Inc.

201 S. Lakeline Blvd., Suite 803, Cedar Park, Texas 78613

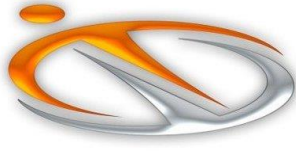
Phone: 512-610-0040, Fax: 512-231-8044, Email: sales@candttech.com

www.candttech.com

**QUOTE FOR CONSULTING SERVICES
FORT BEND COUNTY**

Description:	Sales Rep:	Customer Contact
Fort Bend Project: Technical design, development, analysis, build out, testing, support, review and knowledge transfer.	Jennifer Conway 512-610-0040 sales@candttech.com	Cassie Leal <i>Fort Bend County Purchasing, Buyer II</i> (281) 341-8641 Cassie.Leal@fortbendcountytexas.gov www.fortbendcountytexas.gov
Customer	Bill To	Ship To
Fort Bend County Purchasing, Buyer II (281) 341-8641 Cassie.Leal@fortbendcountytexas.gov www.fortbendcountytexas.gov	Fort Bend County 301 Jackson St Richmond, TX 77469 (281) 341-8641 Cassie.Leal@fortbendcountytexas.gov www.fortbendcountytexas.gov	Fort Bend County 301 Jackson St Richmond, TX 77469 (281) 341-8641 Cassie.Leal@fortbendcountytexas.gov www.fortbendcountytexas.gov
PO:	Terms: Undefined	Special Instructions:

Description	Est. Total
<p>Project Scope: The Fort Bend Project will require technical design and development, analysis, build out, testing, support, review, and knowledge transfer.</p> <p>This effort will require the following: Support COVID/Vaccination/Rental Assistance/SBA etc Website & Webpage development & maintenance, backend support. Create Test Scripts, Complete Regression Testing, Functional Testing, Training for all vaccine related projects. Developing/ managing/supporting COVID vaccine website or webpage and file management</p> <p>Proposed Start Date: TBD Location: Clients Worksite</p> <p>Project Duration:</p> <p>Hourly rates over 40hrs/week: same as above Estimated Total: 184 hours per person per month</p> <p><i>(estimate based on 184 hours a month for 12 months or until end of year 2021 = \$2,153,171</i></p>	<p>\$2,153,171</p>



C&T Information Technology Consulting, Inc.

201 S. Lakeline Blvd., Suite 803, Cedar Park, Texas 78613
Phone: 512-610-0040, Fax: 512-231-8044, Email: sales@candttech.com
www.candttech.com

**Rates will Not Exceed the above quoted hourly rate, vary based on skill level of Consultant and are negotiable and subject to any Customer budgetary constraints.*

*** Actual total will be determined by PO hours, actual bill rate, start/end dates and customer needs.*

Subtotal: \$ TBD
Tax (0.000%): \$ 0.00
Total: \$ \$ TBD

Thank you.

A handwritten signature in black ink that reads "Jennifer Conway".

Jennifer Conway
Director of Operations
January 20, 2021



Department of Information Resources

Information Technology Staff Augmentation Contracts (ITSAC) Services

Appendix D

ITSAC Titles and Descriptions

Version 1.1

Descriptions of IT Staff Augmentation Contract (ITSAC) Titles

The following is a list of job categories and descriptions available through DIR's Information Technology (IT) Staffing Contracts.

Note About Internships

Internship positions are held by students and graduates looking to gain relevant skills and experience in a particular field. Employers benefit from these placements because they often recruit employees from their best interns, who have known capabilities, thus saving time and money in the long run. Customers may consider hiring an Intern for any Category Title using the following levels as a guideline:

- **Intern Level 1** – possesses raw knowledge and skillset through coursework with no work experience;
- **Intern Level 2** – possesses raw knowledge and skillset through coursework with some hands-on work experience;
- **Intern Level 3** – graduate level intern possessing raw knowledge and skillset through coursework and work experience as a returning intern or other work experience.

1 Applications/Software Development

1.1 DevOps Engineer

Works with IT developers to facilitate better coordination among operations, development, and testing functions by automating and streamlining integration and deployment processes. DevOps aims at coupling a tighter alignment between IT operations and businesses.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

1.2 Systems Analyst

Understands business objectives and problems, identifies alternative solutions, performs studies and cost/benefit analysis of alternatives. Analyzes user requirements, procedures, and problems to automate processing or to improve existing computer system: Confers with personnel of organizational units involved to analyze current operational procedures, identify problems, and learn specific input and output requirements, such as forms of data input, how data is to be

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summarized, and formats for reports. Writes detailed description of user needs, program functions, and steps required to develop or modify computer program. Reviews computer system capabilities, specifications, and scheduling limitations to determine if requested program or program change is possible within existing system.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

1.3 [Application Architect](#)

Application architects are responsible for designing, developing and implementing applications for computer systems. They must direct the development process from conception to completion and oversee the efforts of all associated technical staff.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, may lead and direct the work of others, a wide degree of creativity and latitude is expected.

1.4 [Business Analyst](#)

Reviews, analyzes, and evaluates business systems and user needs. Formulates systems to parallel overall business strategies. Experienced with business process reengineering and identifying new applications of technology to business problems to make business more effective. Familiar with industry standard business process mapping, and reengineering. Prepares solution options, risk identification, and financial analyses such as cost/benefit, ROI, buy/build, etc. Writes detailed description of user needs, program functions, and steps required to develop or modify computer programs.

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- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
- **Level 2:** 4-7 years of experience in the field or in a related area as a senior Business Analyst (Technical). Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment. 2+ years of experience as a data analyst analyzing raw data using Excel, Tableau, etc.
- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected. Min 5 years of experience, served as a liaison between the Business community and Customer IT Teams (i.e., Architecture, Project Delivery, Application Sustain, etc.). Strong experience as a Data Analyst in analyzing raw data, and as a Business Analyst in requirements gathering, understanding technology, and any project management experience with PMP are a huge plus.

1.5 Cloud Solutions Architect

The cloud architect is responsible for the cloud computing initiatives within an organization and for directing the architectural aspects of a cloud brokering team across all aspects of IT and the business. Responsible for the planning and engineering of an organization's cloud computing infrastructure and applications. Implements and designs hardware and software. Familiar with standard concepts, practices, and procedures of cloud technology, including Software as Service (SaaS), Platform as Service (PaaS), or Infrastructure as a Service (IaaS).

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, may lead and direct the work of others, a wide degree of creativity and latitude is expected.

1.6 Artificial Intelligence/Machine Learning Engineer

Enhances data collection procedures to include information that is relevant for building analytics and machine learning systems. Processing, cleansing, and verifying the integrity of data used

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for analysis. Doing ad-hoc analysis and presenting results in a clear manner. Focused on generating, maintaining and delivering detailed and accurate reporting on the information gathered and reported by artificial intelligence systems, with the goal of maximizing ROI from the rush of new data generated.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, may lead and direct the work of others, a wide degree of creativity and latitude is expected.

1.7 **Developer/Programmer Analyst**

Plans, develops, tests, and documents computer programs, applying knowledge of programming techniques and computer systems. Evaluates user request for new or modified program, such as for financial or human resource management systems, clinical research trial results, statistical study of traffic patterns, or analyzing and developing specifications for bridge design, to determine feasibility, cost and time required, compatibility with current system, and computer capabilities. Consults with user to identify current operating procedures and clarify program objectives. Formulates plan outlining steps required to develop program, using methodologies such as structured analysis and design or object-oriented development.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, may lead and direct the work of others, a wide degree of creativity and latitude is expected.

1.8 **Enterprise Architect**

Responsible for translating the client's business requirements into specific systems, applications or process designs with interlocked financial modeling for very large complex technical solutions. Analyzes customer service requirements and designs service solutions to meet those

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objectives. Primary expert to construct the specific solution, scope document, risk profile, and corresponding financials. Maintains and utilizes detailed industry and internal services knowledge in the construction of industry-leading services solutions, including expert working level knowledge of the processes, technologies, and people components involved in the services arena. Uses expertise to construct specific and detailed solutions that encompass process, technology, and staffing plans for customer sales opportunities. Constructs risk assessments and corresponding remediation plans relative to complex services proposals. Participates in the construction of detailed financial models that align with complex services proposals. Composes Statement of Work or other documents, using departmental automation tools as available, to craft detailed and accurate deliverables that specify processes, technology, staffing, and project management involved in proposed services solutions. As needed, provide a "trusted expert advisor" role as a Subject Matter Expert for technical services, to both internal and external customers, ranging from formal advice to internal and external customer presentations. Follow all organizational Standard Operating Procedures relative to cost modeling, approvals and reviews, and all other associated workflow and deliverables.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
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1.9 Enterprise Resource Planning (ERP) Business Analyst

Assist with developing and maintaining a company's Enterprise Resource Planning (ERP) applications by customizing and configuring the workflow, the analyst can ensure proper integration of the server/client application. Conduct application fit-gap analysis with assistance of packaged application specific technical resources.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.

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1.10 ERP Developer

Reviews, analyzes, and modifies the programming systems including encoding, testing, and debugging to support an organization's Enterprise Resource Planning (ERP) applications. Ensures that software can be completely integrated into the ERP system. Coordinates software integration and maintains technical documentation.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, may lead and direct the work of others, a wide degree of creativity and latitude is expected.

1.11 Mobile Applications Developer

Create, maintain and implement the source code to develop mobile apps and programs that meet the needs and requirements of the clients using the computer programming languages.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
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1.12 Technical Writer

Develops and maintains user and technical documentation and project process documentation for Application Teams. Understands the user's view of applications and/or technology and is able to put procedures in a logical sequence. Provides expertise on technical concepts of applications and /or user groups and structuring procedures in a logical sequence, due to a broad

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understanding of the applications. Writes a variety of technical articles, reports, brochures, and/or manuals for documentation for a wide range of uses. May be responsible for coordinating the display of graphics and the production of the document.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

1.13 **Digital Product Manager**

Responsible for building, implementing and managing software or digital products, taking into account life-cycle considerations and an audience. Governs a product from its inception to customer delivery and service in order to maximize customer expectations.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, may lead and direct the work of others, a wide degree of creativity and latitude is expected.

1.14 **Software Engineer**

Develops software solutions by studying information needs, conferring with users, and studying systems flow, data usage, and work processes. Investigates problem areas. Prepares and installs solutions by determining and designing system specifications, standards, and programming.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.

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- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, may lead and direct the work of others, a wide degree of creativity and latitude is expected.

1.15 Software Developer

Researching, designing, implementing and managing software programs. Testing and evaluating new programs. Working closely with other developers, UX designers, business and systems analysts.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, may lead and direct the work of others, a wide degree of creativity and latitude is expected.

1.16 Undefined Title: Applications/Software Development

Customer defined title, position, job description, and experience level. This Undefined Position does not have an associated Not to Exceed rate. Customers must competitively solicit DIR ITSAC Contract Holders in accordance with threshold requirements and negotiate rates directly with Contract Holders.

2 Data/Database Administration

2.1 Database Administrator

Enters codes to create production data base. Selects and enters codes of utility program to monitor database performance, such as distribution of records and amount of available memory. Directs programmers and analysts to make changes to data base management system. Reviews and corrects programs. Answers user questions. Confers with coworkers to determine impact of data base changes on other systems and staff cost for making changes to data base. Modifies data base programs to increase processing performance, referred to as performance tuning. Workers typically specialize in one or more types of data base management systems. Providing assistance in the planning, development, maintenance, and monitoring of integrated database systems, and

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ensuring that the conceptual and design phases of new applications are consistent with the structural parameters within the database environment.

Evaluates users' requests for new data elements and systems, incorporates them into the existing shared data environment, and provides technical assistance. Coordinates the use of data to ensure data integrity and control redundancy, loads databases, and reorganizes as needed. Performs data modeling and prototyping. Performs logical and physical data modeling, designs relational database models, and creates physical data models from logical data models. Performs security recovery procedures. Determines and implements database search strategies and storage requirements. Maintains data dictionary ensuring uniformity of definitions and sets standards for use of data dictionary. Monitors database performance and recommends efficiency improvements. Creates test database environment for applications section, including the creation of necessary libraries and procedures.

Executes the procedures necessary to save, retrieve, and recover databases from hardware and software failures within established procedures. Assists with determining, implementing, and enhancing standards on database security and with monitoring agency disaster recovery procedures and systems. Assists with the installation of database software and with analyzing, designing, and implementing databases. Assists in benchmarking and threshold testing of databases and with establishing and controlling necessary database security. Assists in the selection of database management software. Experience in computer systems analysis or computer programming work.

Knowledge of the principles, practices, and techniques of computer programming and systems design; of computer operations, systems, and procedures; of project control and cost estimating techniques; of computer programming languages; of data processing flowcharting techniques; of database structures and theories; and of current database technologies.

Has working knowledge of EIR Accessibility standards and assistive technologies. Ensures that user interfaces for database administration and inputting, viewing, outputting data(via reports) are compliant with accessibility standards. Provides support to users in obtaining data / information when EIR Accessibility issues arise.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
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2.2 Data Analyst/Report Writer

Data reporting analysts transform data into information that can be utilized to make business decisions and actions. Their work involves acquiring data from other sources, creating reports on a regular basis, correcting any code issues, and ensuring that databases remain error-free and organized.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

2.3 Database Architect

Designs and builds relational databases. Develops strategies for data acquisitions, archive recovery, and implementation of a database. Cleans and maintains the database by removing and deleting old data. Must be able to design, develop and manipulate database management systems, data warehouses and multidimensional databases. Requires a depth and breadth of database knowledge that shall help with formal design of relational databases and provides insight into strategic data manipulation. Responsible for making sure an organization's strategic goals are optimized through the use of enterprise data standards. This frequently involves creating and maintaining a centralized registry of metadata.

Has working knowledge of EIR Accessibility standards and assistive technologies. Ensures that all user interfaces for database administration and inputting, viewing, outputting data(via reports) are compliant with accessibility standards

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
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2.4 Data Modeler

Systems Analysts who design computer databases that translate complex business data into usable computer systems. Data Modelers work with data architects to design databases that meet organizational needs using conceptual, logical, and physical data models.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

2.5 Data Scientist (Big Data Engineer)

A data scientist (big data engineer) is someone who makes value out of data. Such a person proactively fetches information from various sources and analyzes it for better understanding about how the business performs and builds AI tools that automate certain processes within the company.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

2.6 Business Intelligence Analyst

Analysts use data to figure out market and business trends for companies to increase profits and efficiency. They may work directly for a company or as a consultant. They able to look at large chunks of data and understand trends, and then communicate those trends to the company.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on

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instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.

- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

2.7 **Undefined Title: Data/Database Administration**

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3 Web Development

3.1 **Front-End Web Developer/Web Designer**

Programmers who specialize in website design. Front End Developer duties include determining the structure and design of web pages, striking a balance between functional and aesthetic design and ensuring web design is optimized for smartphones.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

3.2 **Web Developer**

Writing well designed, testable, efficient code by using best software development practices. Creating website layout/user interfaces by using standard HTML/CSS practices. Integrating data from various back-end services and databases.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on

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instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.

- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

3.3 Senior Web Developer

Communicating with clients to determine website specifications, creating schedules and providing quotes, writing code, working with a team of designers and content writers, as well as assisting with recruitment and training of all new junior web developers.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

3.4 Web Administrator

Maintains hardware and software critical to the functionality of the organization's Internet/intranet. Monitors usage and performance, creates and maintains backups, and troubleshoots and resolves issues as they arise.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.

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- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

3.5 Undefined Title: Web Development

Customer defined title, position, job description, and experience level. This Undefined Position does not have an associated Not to Exceed rate. Customers must competitively solicit DIR ITSAC Contract Holders in accordance with threshold requirements and negotiate rates directly with Contract Holders.

4 Quality Assurance (QA) and Testing

4.1 QA Engineer Automated

QA automation engineers design automated tests by creating scripts that run testing functions automatically. This includes determining the priority for test scenarios and creating execution plans to implement these scenarios. Designing documentation for automated processes.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

4.2 QA/Test Manager

The role of the software test manager is to lead the testing team. Test Manager plays a central role in the Team. The Test Manager takes full responsibility for the project's success. The role involves quality & test advocacy, resource planning & management, and resolution of issues that impede the testing effort.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.

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- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

4.3 QA Associate/Analyst

Investigate and diagnose quality complaints, track down components, and recommend corrective actions. Verify logs, databases, and other data to track and flag quality concerns and improvements.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

4.4 Undefined Title: Web Development

Customer defined title, position, job description, and experience level. This Undefined Position does not have an associated Not to Exceed rate. Customers must competitively solicit DIR ITSAC Contract Holders in accordance with threshold requirements and negotiate rates directly with Contract Holders.

5 Networking/Telecommunications

5.1 Network Engineer

Responsible for installing networking technologies and supporting networks. Performs highly complex network engineering work. Data engineer that operates, monitors and manages network infrastructure. Responsible for the design, implementation, management and operational support of Network Infrastructure. Assesses existing network configurations and makes recommendations based on product specifications. Configures equipment and software to meet business needs, trains others on the solution, and documents the solution for ongoing support. Functions as part of a team on larger projects, or individually provides the services on support visits or smaller projects. Provides technical support and assists with the design of network solutions. Requires experience in the technical services and support field as well as experience in network administration (DHCP, DNS, routers, firewall, etc.).

- **Level 1:** 1- 5 years experience. Responsible for Network Infrastructure support. Work includes monitoring the Network bandwidth utilization, installation, configuration, repair and maintenance. Experience with TCP/IP, UDP, DHCP, DNS,

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MPLS, SONET, DWDM, EIGRP, BGP, HSRP, FTP, SFTP, STP, RSTP, TACACS+, ACS, RADIUS, RSA, SecureID, and SNMP monitoring and reporting Works with all Network Monitoring tools, makes changes and recommendations for updating tools and/or adding new tools.

- **Level 2:** More than 5 years experience supporting enterprise network IT infrastructure design, implementation, operational maintenance & support. Hands on experience with IP subnetting, Telnet/SSH Clients, Raritan or Terminal Server Remote Access, ServiceNow, COS, VoIP and MPLS technologies, and Cisco network software (COS/IOS), inventory/maintenance tracking and vendor support case handling; as well as with Cisco routers and Catalyst/Nexus switches, F5 load balancers and Infoblox DHCP/DNS. Proficient with network monitoring & administration tools such as Solar Winds, Splunk, Tivoli Netcool/Omnibus, NNMi, Netscout Infinistream and various Protocol Analyzers and with Microsoft Office suite including Visio for network diagramming and documentation is a big plus.
- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

5.2 Wireless Network Engineer

Installing, configuring and maintaining wireless network equipment, network management and security including 802.11 b/g/n/ac standards and industry best practices for implementing high-density WIFI solutions.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

5.3 Network Administrator

Install, configure, and support an organization's local area network (LAN), wide area network (WAN), and Internet system or a segment of a network system. Maintain network hardware and software. Monitor network to ensure network availability to all system users and perform necessary maintenance to support network availability. May supervise other network support and client server specialists and plan, coordinate, and implement network security measures. Coordinate the development, implementation, and maintenance of a local area network or wide area network. Maintains the network's physical and logical structures, including network

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connections. Maintains network support software, analyzes user support statistics, and recommends appropriate measures. Installs, tests, and maintains network hardware and software. Prepares and analyzes statistics on network utilization and availability. Prepares training courses and provides user support and training in the use of available hardware, software, and utilities. Performs tuning and capacity planning activities to enhance the performance of the network resources.

Assists in maintaining the network's physical and logical structures and in installing and testing hardware and software. Assists in performance tuning and capacity planning activities to enhance the performance of the network resources and in maintaining network support software. Assists in or conducts product evaluations of upgraded or new hardware and software and identifies strengths, weaknesses, and potential benefits to the agency. Assists in maintaining the operating system and security software utilized on the network, including the addition of new users to the network and establishment of rights and privileges. Experience in local or wide area network work. Knowledge of network facilities and data processing techniques; of personal computer hardware and software; of network operating system and security software; and of performance monitoring and capacity management tools.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

5.4 [Telecommunications Manager](#)

Plan, devise, build, configure and commission telecommunications equipment, networks, and systems, including voice, data, satellite, microwave, digital data systems, etc. Managers maintain records on installation, resolution of issues, and replacement of equipment and parts.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity

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and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.

- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

5.5 **Telecommunications Technician**

Focus on the interaction between computer systems, communication methods, and devices. They design video, data, and voice communication systems. They may oversee the installation and maintenance of these systems, including their repair and testing.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

5.6 **Network Operations Center (NOC) Technician**

Oversee complex network components and are responsible for network management. They perform troubleshooting on a daily basis. To be specific, a NOC is a central location from which IT support technicians administer, monitor, fix, and maintain client networks.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

5.7 **Undefined Title: Networking/Telecommunications**

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6 Security

6.1 Data Security Analyst

Responsible for installing and uninstalling various security programs. These programs often protect sensitive data using firewalls and data-encryption technology, and they must be updated on a regular basis to remove bugs and add new features.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

6.2 Security Administrator

Configuring security systems, analyzing security requirements, and recommending improvements. Monitoring network traffic for suspicious behavior. Creating network policies and authorization roles and defending against unauthorized access, modifications, and destruction.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

6.3 Network Security Analyst

A network security analyst ensures that information systems and computer networks are secure. This includes protecting the company against hackers and cyber-attacks, as well as monitoring

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network traffic and server logs for activity that seems unusual. Additionally, these analysts are responsible for finding vulnerabilities in the computer networks and creating recommendations for how to minimize these vulnerabilities. The network security analyst investigates security breaches, develops strategies for any security issues that arise, and utilizes the help of firewalls and antivirus software to maintain security.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

6.4 Network Security Engineer

Responsible for the provisioning, deployment, configuration, and administration of many different pieces of network and security-related hardware and software. These include firewalls, routers, switches, various network-monitoring tools, and virtual private networks (VPNs).

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

6.5 Information Security Manager

Coordinate and execute security policies and controls, as well as assess vulnerabilities within a company. They are responsible for data and network security processing, security systems management, and security violation investigation.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on

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instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.

- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

6.6 IT Auditor

Responsible for the internal controls and risks of a company's technology network.

This role includes identifying the weaknesses in a systems network and creating an action plan to prevent security breaches in the technology.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

6.7 Undefined Title: Security

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7 Project Management

7.1 Project Manager

Project managers are the people in charge of a specific project or projects within a company. As the project manager, your job is to plan, budget, oversee and document all aspects of the specific project you are working on. Project managers might work by themselves or be in charge of a team to get the job done.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on

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instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.

- **Level 2:** 3- 7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment. Minimum of three (3) years of progressive broad-based information systems, system integration and project delivery experience. Experience working with external vendors and/or Quality Assurance efforts a plus.
- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected. Certification in Project Management by a recognized project management organization or Scrum Master a plus.

7.2 Project Lead

Responsible for the planning, coordination, requirements gathering, business analysis, specifications development, project planning, project monitoring, and project status reporting and system implementation of moderate to complex business solutions.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

7.3 Program Manager

Organizing programs and activities in accordance with the mission and goals of the organization. Developing new programs to support the strategic direction of the organization. Creating and managing long-term goals. Developing a budget and operating plan for the program.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity

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and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.

- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

7.4 Agile Scrum Master

Responsible for monitoring the scrum processes and scrum meetings. He increases his team efficiency, motivates his team, spins, argues for changes that will ensure quality and timeliness. He ensures observance of DoD (Definition of done).

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

7.5 Agile Coach

Help train corporate teams on the agile methodology and oversee the development of agile teams to ensure effective outcomes for the organization. They are responsible for guiding teams through the implementation process and are tasked with encouraging workers and leadership to embrace the agile method.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

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7.6 Undefined Title: Project Management

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8 Technical Services, Help Desk and Operations

8.1 Support Technician

Maintains, analyzes, troubleshoots, and repairs computer systems, hardware, and computer peripherals. Documents, maintains, upgrades or replaces hardware and software systems. Supports and maintains user account information including rights, security, and systems groups. Performs basic operation, monitoring, installation, trouble shooting, relocations, or maintenance of communications equipment. Identifies and resolves basic communications problems. Prepares or assists in the preparation of service record documentation. Shows awareness of standards and regulatory requirements related to assigned tasks.

Assists in monitoring and providing assistance on the use and interface of systems, subsystems, and software applications. May be responsible for accessing data from and transferring data to various local, state, or federal databases. May assist in the review and recommendation of the procurement and inventory of information resources hardware or software. May write and update personal computer and mainframe application programs. Experience in automated data processing systems. Knowledge of the practices, principles, and techniques of computer operations, of information systems, of computer software and hardware, and of information security policies and procedures. Skill in the use and support of personal computers, in the use of applicable programs and systems, and in troubleshooting information systems. Ability to operate information technology systems, to communicate effectively, and to train others.

Provides assistance in the design, development, and maintenance of various system applications. Provides technical assistance and support for applications and hardware problems. Installs, maintains, moves, and assists in testing and upgrading new and existing hardware/software. Reviews and recommends procurement of information technology equipment. Maintains the necessary security controls over software. Makes presentations and briefings for training sessions. Prepares briefings, reports, and evaluations on system efficiency and utilization. May be responsible for accessing data from and transferring data to various local, state, or federal databases.

Installs, maintains, moves, and assists in testing and upgrading new and existing hardware and software. Reviews and recommends procurement of information technology equipment. Maintains the necessary security controls over software. Develops procedure manuals. Develops and makes presentations and briefings for training sessions. Prepares briefings, reports, and evaluations on systems efficiency and utilization. May supervise the work of others.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on

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instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.

- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

8.2 Help Desk Technician

Provide technical assistance to computer system users on a variety of issues. Identifies, researches, and resolves technical problems. Responds to telephone calls, email and personnel requests for technical support. Documents, tracks, and monitors the problem to ensure a timely resolution. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Answer questions or resolve computer problems for clients in person, via telephone or from remote location. May provide assistance concerning the use of computer hardware and software, including printing, installation, word processing, electronic mail, and operating systems.

Provide service and preventive maintenance activities on terminals, printers, personal computers, etc. Basic knowledge of electrical/mechanical principles and basic electronics. Read and comprehend technical service manuals and publications. Knowledge of basic mathematics to read and understand various gauges, meters, and measurement devices. Able to diagnose and repair products by replacing worn or broken parts and making technical adjustments. Makes appropriate use of reference publications and diagnostic aids in resolving technical problems. Strong communication skills.

Assist in coordination of changes, upgrades and new products, ensuring systems shall operate correctly in current and future environment. Provide accurate and complete answers to general use and administrative environment questions in a timely manner. Implement shared software, such as operating systems, configuration management tools, application and development tools, testing tools, compilers, and code editors. Communicate accurate and useful status updates. Manage and report time spent on all work activities. Ability to work in a team environment.

Proven working experience in providing help desk support. Has a basic understanding of ITSM practices along with working knowledge of help desk software, databases and remote control. Able to receive calls and inquiries, provide support in accordance with established processes and document incidents and remedies. Must be great communicators and be able to translate their technical knowledge into actionable direction.

Has a basic understanding of EIR Accessibility and assistive technologies used by people with disabilities. Understands protocols for communicating with customers requiring special assistance to obtain required or requested information.

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- **Level 1:** 1-3 years of experience in the field or in a related area. Handle Tier 1 help desk escalations through tickets or phone. Follow up on outstanding requests and ensure timely resolution. Create accounts and configure hardware as part of on-boarding process. Support audio and video equipment in conference rooms.
- **Level 2:** 4-7 years of experience in the field or in a related area. Provides the second level of support to end users by handling service requests that have been escalated by lower tiers. Support will be provided onsite, remotely, over the phone, or via email. They will be required to develop solutions for network, desktop, and server problems.
- **Level 3:** 8 or more years of experience. Provides the highest level of support to end users by handling service requests that have been escalated by lower tiers. Support will be provided onsite, remotely, over the phone, or via email. They will be required to develop solutions for complex network, desktop, and server problems.

8.3 Business Continuity Analyst

Prepare companies for the event of blackouts or disasters in which company information could be lost. They analyze potential risks and losses and design, test and implement recovery plans.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

8.4 Product Support Analyst

Evaluate failures, bugs, systemic problems, and hardware and report on necessary steps. Consider site-specific information like hardware, operating system, and user requirements to appropriately resolve problems. Install applications, hardware, parts, and/or equipment. Product Support Analyst common tasks include: troubleshoot, diagnose and repair product and service concerns; contribute to and use knowledge base; communicate ongoing problems and fixes internally and with customers; report on product and service problems; and guide customers on product features, product selection and configuration and implementation.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited

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experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.

- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

8.5 Site Reliability Engineer

Responsible for availability, latency, performance, efficiency, change management, monitoring, emergency response, and capacity planning.” Site reliability engineers create a bridge between development and operations by applying a software engineering mindset to system administration topics.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

8.6 Instructor Trainer

Responsible for preparing, conducting, and evaluating technical training programs. Writes literature and materials to be used in programs and designs exercises to enhance lectures. Shall deliver on-site and web-based training courses covering any number of software solutions.

Leads development of infrastructure for information delivery, as well as taking part in the writing and maintenance of training material and supplementary technical documentation. Creates instructor materials (course outlines, background material, instructional materials, and training aids), as needed for different COTS Products/Current IT-Driven in-house solutions as well as desktop support processes, i.e. Remote Access Systems, RAS step by step procedure. Assists with formatting training materials created by other DIR Staff as requested. Determines needs and develops plans to meet the need of customers. Assists in design of computer-based and multimedia curriculum. Shall be planning, directing and undertaking classroom training, electronic learning, multimedia programs, and other computer-aided instructional technologies, simulators, conferences and workshops. The trainer will manage the training program in accordance with business needs, regulatory requirements, and Quality Management System. Help staff with their productivity reporting both within and without the agency. Researches and recommends vendors and costs for various training methods including: training classes from outside vendors; books; readymade training guides; computer or web based training. Stay current

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with developments in computer training field, especially alternative media/methods for instruction.

This instructor uses a computer to organize and draft a curriculum that breaks a complex subject into blocks or units of instruction, creates graphics, and integrates them into curriculum. Courses may be instructor based, computer-based, simulator based, interactive, or non-interactive. This instructor also teaches short technical courses in accordance with approved curriculum to maintain proficiency and to evaluate and develop new instructional techniques/courses. Job duties also include the following: incorporation of new curriculum in the teaching process (e.g., develops clarification or examples of application related to the subject matter), development and maintenance of classroom techniques that reflect professionalism and good discipline and enhance teaching, development of alternative teaching techniques and scenarios to maintain high motivation and interest in the subject areas, and while acting as the testing officer, the conducting of test analysis and development or revision of test items.-The Training Specialist is primarily responsible for working with a team of Training Specialist in technical and system curriculum delivery, revision and maintenance.

This specialist will gather, analyze, translate and compose technical information into clear, readable materials to be used by technical and non-technical personnel. Collect data and analyze audiences and training needs, based on new business processes and policies, and apply these into successful training delivery. This specialist will teach technical courses in accordance with approved curriculum to maintain proficiency and to evaluate and develop new instructional techniques/courses.

Has a basic understanding of EIR Accessibility and assistive technologies used by people with disabilities. Understands protocols for communicating with customers requiring special assistance to obtain required or requested information.

- **Level 1:** Minimum 3 to 5 years of training work experience delivering technical training. Minimum 3 years of experience conducting classes regarding software solutions, IT security, IT system installation, software programming, system maintenance, and repair of software, operational support best practices, and equipment. Experience with web-based learning management systems and e-Learning authoring tools. Expert knowledge of MS Office Suite 2010 (Word, Excel, PowerPoint, Outlook). A high degree of aptitude and flexibility to deliver training on a myriad of software products. Experience in delivering technical training in cloud-based technology is a plus.
- **Level 2:** Minimum 5 to 8 years of experience designing, developing and implementing training curricula. Develop training programs, including web-based and instructor led courses, job-aids, videos, etc. Minimum 5 years of experience conducting classes regarding standard operating procedures of various software solutions, IT security, IT system installation, software programming, system maintenance, and repair of software, operational support best practices, and equipment. Experience with web-based learning management systems and e-Learning authoring tools. Expert knowledge of MS Office Suite 2010 (Word, Excel, PowerPoint, Outlook). A high

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degree of aptitude and flexibility to deliver training on a myriad of software products. Experience in delivering technical training in cloud-based technology is a plus.

- **Level 3:** 8 or more years of experience designing, developing and implementing training curricula. Develop training programs, including web-based and instructor led courses, job-aids, videos, etc. Minimum 5 years of experience conducting classes regarding standard operating procedures of various software solutions, IT security, IT system installation, software programming, system maintenance, and repair of software, operational support best practices, and equipment. Experience with web-based learning management systems and e-Learning authoring tools. Expert knowledge of MS Office Suite 2010 (Word, Excel, PowerPoint, Outlook). A high degree of aptitude and flexibility to deliver training on a myriad of software products. Experience in delivering technical training in cloud-based technology is a plus.

8.7 Undefined Title: Technical Services, Help Desk and Operations

Customer defined title, position, job description, and experience level. This Undefined Position does not have an associated Not to Exceed rate. Customers must competitively solicit DIR ITSAC Contract Holders in accordance with threshold requirements and negotiate rates directly with Contract Holders.

9 Information Technology Services Management (ITSM Operations)

9.1 Change Management Manager/Organizational Change Management (OCM)

The primary role and responsibility of OCM analyst is to schedule, plan and execute releases, develop release plans, oversee release milestones, monitor related dependencies, manage risks and issues to ensure timely resolution. Executes project-level change strategies, including the measurement of change readiness and long-term sustainability. Assists in planning and designing business processes; assists in formulating recommendations to improve and support business activities. The analyst ensures the successful project delivery, long-term sustenance and continuous process improvements. Assists in creating basic test scenarios to be used in testing the business applications in order to verify that client requirements are incorporated into the system design. The OCM analyst works closely with the risk managers, application development team, quality assurance team, and other technology partners (DBAs, SAs, etc) to provide complete the IT Operations' tasks. The activities are creating change ticket, performing application releases, automate production release process, create reports/status updates, refresh environments for testing and scheduling/coordinating infrastructure activities. Manages scope - review changes with the Customer Director/Manager or the Program Manager, then resolve and document those changes with the product owners. Coordinates testing and communication strategies. Manages RFC documentation, make copies and files as needed. Tracks and reports on delinquent RFC completion status reporting; obtains data from RFC submitters. Reports status of each RFC.

Experience in being a team player in change management process. Possess in depth knowledge of each line of business in order to anticipate necessary changes in related to training, communications, stakeholder buy-in, behavioral change to facilitate successful implementation of software applications and systems.

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Understands EIR Accessibility requirements and their technical specifications. Ensures the EIR Accessibility is integrated into the project lifecycle at the appropriate points (planning, design, development, test, etc.) and ensures that resources are included to implement EIR accessibility within the project.

- **Level 1:** Overall experience of 2 to 5 years of experience in IT operations with solid Change Management knowledge. At least 2 years of experience in change management background, based on ITIL principles and practices. In addition, good knowledge on other ITSM processes. Proven service management background based on ITIL principles and practices. Prosci or Change Management Advance Practitioner (CMAP) credential (preferred).
- **Level 2:** Overall experience of 4 to 7 years of experience in IT operations with solid Change Management knowledge. At least 3 years' experience in change management background, based on ITIL principles and practices. In addition, good knowledge on other ITSM processes. Minimum 3 years of experience maintaining rigorous check points while constantly and consistently ensuring projects stay on time, within budget and meets quality standards. Coordinates testing and communication strategies. Proven service management background based on ITIL principles and practices. Prosci or Change Management Advance Practitioner (CMAP) credential (preferred)"
- **Level 3:** 7 or more years of experience in IT operations with solid Change Management knowledge. At least 5 years' experience in change management background, based on ITIL principles and practices. In addition, good knowledge on other ITSM processes. Minimum 3 years of experience maintaining rigorous check points while constantly and consistently ensuring projects stay on time, within budget and meets quality standards. Coordinates testing and communication strategies. Proven service management background based on ITIL principles and practices. Prosci or Change Management Advance Practitioner (CMAP) credential (preferred)"

9.2 [Process Improvement Manager](#)

Identify, create, and participate in the implementation of business process improvements, enabling tools, and systems that deliver tangible value. Advisor on projects, offering solution-design support and best practices for process management.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

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9.3 Undefined Title: ITSM Operations

Customer defined title, position, job description, and experience level. This Undefined Position does not have an associated Not to Exceed rate. Customers must competitively solicit DIR ITSAC Contract Holders in accordance with threshold requirements and negotiate rates directly with Contract Holders.

10 IT Marketing

10.1 Communications Coordinator

Effectively manage the brand 'Customer' through cooperative relationships with internal management and staff and external vendors, the news media, etc. by reinforcing the importance of branding, effective communication and the need for consistent branding and communications. Coordinate with Customer leadership, executives and staff to gather information about identified news-worthy events/activities/happenings for publication on website, social media, etc. Ensure consistency of the organization's message and brand identify among all communication mediums. Review all Elwyn external communications (newsletters, etc.) for consistent messaging, branding, etc. and coordinate production and distribution, identifying photo opportunities as needed. Segment lists based on buyer personas, targeted verticals, and behaviors like past email engagement and website interactions (content downloads, site page visits, etc.). Develop a presence and a working relationship with Customer management and staff to be seen as a required resource for communicating with the public. Assist in developing, organizing, creating and publicizing press packets, articles, promotional materials etc. Works with vendors to deliver specialized tactics such as event planning, Web/podcasts, and video production.

Create, implement and evaluate communications strategies and plans that align with the organization's strategic plan. Creates goals and set measurable objectives. Monitors effectiveness and trends, ensures message accuracy, analyzes and applies market research. Provides communications support via strategic planning, project implementation and post-implementation support. Shall keep abreast of trends and possible cooperative programs. Review literature, and otherwise keep current of industry and communication trends.

Understands EIR Accessibility requirements and their technical specifications. Ensures the EIR Accessibility is integrated into the project lifecycle at the appropriate points (planning, design, development, test, etc.) and ensures that resources are included to implement EIR accessibility within the project.

- **Level 1:** 1-2 years of experience as a Marketing Communications Coordinator. Minimum of 1 – 2 years of experience with external documents such as newsletters or demonstrated equivalent writing and publishing design skills; public relations, marketing, targeted marketing, especially social media, promotional marketing, lead nurturing, marketing automation tools, and web analytics for any agency. Excellent understanding of email marketing concepts and metrics such as Sender Score, deliverability, and sender reputation. Min 1 year of experience in email marketing and marketing automation technology. Demonstrated intermediate experience with Microsoft Office applications, including Word, Excel, Outlook, Publisher and

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PowerPoint; Access, and report-writer and/or Adobe Creative Suite experience preferred. Knowledge of Associated Press Style.

- **Level 2:** 2-5 years of experience as a Marketing Communications Coordinator. Minimum of 1 – 2 years of experience with external documents such as newsletters or demonstrated equivalent writing and publishing design skills; public relations, marketing, targeted marketing, especially social media, promotional marketing, lead nurturing, marketing automation tools, and web analytics for any agency. Excellent understanding of email marketing concepts and metrics such as Sender Score, deliverability, and sender reputation. Min 1 year of experience in email marketing and marketing automation technology. Demonstrated intermediate experience with Microsoft Office applications, including Word, Excel, Outlook, Publisher and PowerPoint; Access, and report-writer and/or Adobe Creative Suite experience preferred. Knowledge of Associated Press Style.
- **Level 3:** 5+ years of experience as a Marketing Communications Coordinator. Minimum of 3 years of experience with external documents such as newsletters or demonstrated equivalent writing and publishing design skills; public relations, marketing, targeted marketing, especially social media, promotional marketing, lead nurturing, marketing automation tools, and web analytics for any agency. Excellent understanding of email marketing concepts and metrics such as Sender Score, deliverability, and sender reputation. Min 2 years of experience in email marketing and marketing automation technology. Highly analytical and able to derive meaning from data through A/B testing and email and landing page optimization. Demonstrated intermediate experience with Microsoft Office applications, including Word, Excel, Outlook, Publisher and PowerPoint; Access, and report-writer and/or Adobe Creative Suite experience preferred. Knowledge of Associated Press Style.

10.2 Customer Relationship Manager (CRM)

Reviews customer data and offer recommendations to companies based on their findings. Customer data can be pulled from anything, including surveys, traffic to the business’s website, browsing habits and purchase history. Communicate complex data in comprehensible ways.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

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10.3 Digital Marketing Analyst

Responsible for analyzing statistics and looking for ways that the company can improve its online marketing efforts. These efforts include things like social media ads, website banner ads, and online branding. Many businesses know that digital marketing is essential to their success.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

10.4 Web Content Technician/Manager

Create content strategies, research trending topics, and write content. The web content manager is responsible for establishing and maintaining the organization's website publication strategy. They typically work in an office environment. Web Content Technicians work closely with other members of their team, such as writers, designers, and managers.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment.
- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment.
- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected.

10.5 Undefined Title: IT Marketing

Customer defined title, position, job description, and experience level. This Undefined Position does not have an associated Not to Exceed rate. Customers must competitively solicit DIR ITSAC Contract Holders in accordance with threshold requirements and negotiate rates directly with Contract Holders.

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11 Information Technology Contracting and Procurement

11.1 IT Contract Manager

Possess a current knowledge of business trends, government regulations, commercial business laws and regulations, software licensing practices, as well as negotiation and pricing techniques, in order to effectively negotiate contracts and to advise executive management of the contractual ramifications associated with agreements and actions contemplated by DIR. Responsible for developing and implementing a strategic direction for supplier performance, working with top leadership and senior managers across departments. The Contract Manager will work with a wide range of internal and external stakeholders to ensure that the supplier performance and contract management strategy is understood and that effective support for the strategy is achieved. Shall be responsible for developing and managing strategic contracts in accordance with the Council's vision, policies, governance arrangements and values. Will Develop and manage strategic contracts that reflect customers' needs and take account of legislation, H&S, fraud prevention, sustainability and workforce issues.

Operationally manage the specified portfolio of Customer expenditure on a day-to-day basis in line with the overall strategy, including: Managing performance to SLAs and against KPIs; Ensuring other contractual obligations are fulfilled, including Health and Safety and Sustainability; Understanding the customer experience, including managing any comments or complaints; Communication and escalation internally and externally; Maintaining contingency plans and managing risks; and Budget management.

Deliver efficiencies and service improvements, leading on continuous improvement initiatives, including: Improving the customer experience including proactive action to prevent future complaints; Regular benchmarking and alternative service modelling activities; Exploring opportunities for collaboration across public sector; Maintaining contact with the marketplace to be aware of the latest trends and sector initiatives; Assisting Customer make Value for Money (VFM) choices when commissioning change to existing contracts; Process efficiencies and communications enhancements; Ensuring appropriate career development and knowledge sharing opportunities are available to staff.

Must have rich knowledge of contracting concepts and contract acquisition law and regulations. Knowledge of Federal Government Contract types as well as State Contracts, an advanced working knowledge of the FAR, working of standard state and commercial contract terms, property and equipment is a plus.

Understands EIR Accessibility requirements and their technical specifications. Ensures the EIR Accessibility is integrated into the project lifecycle at the appropriate points (planning, design, development, test, etc.) and ensures that resources are included to implement EIR accessibility within the project.

- **Level 1:** 5+ years of experience leading competitive bidding processes (Request for Proposals, Request for Information, Invitation for Bids, etc.) and contract negotiations. Must have experience with standard concepts, practices, and procedures relating to Government Agencies, DOD and IC contracting; relying on experience and judgment to plan and accomplish goals. Experience with large integration programs/proposals,

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and performance-based programs a plus. Certified Texas Contract Developer (CTCD), Certified Texas Contract Manager (CTCM), Certified Federal Contracts Manager (CFCM) or Certified Professional Contracts Manager (CPCM) credentials a plus.

- **Level 2:** 10-15 years of experience working as a Contract Manager with 5+ years of experience drafting/developing business contracts for IT, Professional Services, Software Development, COTS based solution, System Integration, Cloud, Big Data, Business Intelligence Reporting and equivalent task areas. Must have a demonstrated experience for 5+ years leading competitive bidding processes (Request for Proposals, Request for Information, Invitation for Bids, etc.) and contract negotiations. Must be having a Universal Public Procurement Certification Council (UPPCC) Procurement Certification, or another state, nationally or federally recognized procurement certification/credential. For ex: Certified as Public Purchasing Officer (CPPO), Certified Professional Public Buyer (CPPB) from UPPCC, Certified Federal Contracts Managers (CFCM) or Certified Professional Contract Manager (CPCM) or any equivalent certification such as Certified Texas Contract Developer (CTCD) or Certified Texas Contract Manager (CTCM).

11.2 IT Contract Administrator/Technician

Provides technical assistance to program staff and contractors regarding contract procedures. Maintains contract file information and/or enter contract data into contract management databases. Maintains accurate and current contract information. Maintains contract file information in accordance with customer policy and procedure, including ensuring that documents are timely and correctly filed, and disposed of in accordance with records retention policy and procedure. Uploads contract related documents and enters contract related data into contract records database in accordance with agency policy and procedure. Assists Contract Manager with preparation of documents contract execution in accordance with agency policy and procedure and coordinates the logistics of routing contracts for signature with contractors. Conducts any required vendor background checks prior to renewal and contract execution. Provides technical assistance to contractors and agency staff on questions related to contract compliance, processing and management. Provides contractors with information and updates in required forms and agency policies and standards or performance. Reviews contract data for upcoming renewal and expiration periods and updates calendar for completing all renewals and contract close-outs timely. Receives and documents timely compliance reports. Notifies contractors when reports have not been timely received.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment. Certified Texas Contract Developer (CTCD), or Certified Texas Contract Manager (CTCM) credentials a plus.
- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity

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and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment. Certified Texas Contract Developer (CTCD), or Certified Texas Contract Manager (CTCM credentials a plus.

- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected. Certified Texas Contract Developer (CTCD), or Certified Texas Contract Manager (CTCM credentials a plus.

11.3 IT Procurement Technician

Possess a current knowledge of business trends, government regulations, software licensing practices, as well as negotiation and pricing techniques, in order to effectively find manufacturers for a particular technology product or service, ensure order fulfillment with vendors and negotiate pricing and delivery schedules.

- **Level 1:** 1-3 years of experience in the field or in a related area. Has knowledge of commonly used concepts, practices, and procedures within a particular field. Relies on instructions and pre-established guidelines to perform the functions of the job. Primary job functions do not typically require exercising independent judgment. Certified Texas Contract Developer (CTCD), or Certified Texas Contract Manager (CTCM credentials a plus.
- **Level 2:** 4-7 years of experience in the field or in a related area. Familiar with standard concepts, practices, and procedures within a particular field. Relies on limited experience and judgment to plan and accomplish goals. A certain degree of creativity and latitude is required. Works under limited supervision with considerable latitude for the use of initiative and independent judgment. Certified Texas Contract Developer (CTCD), or Certified Texas Contract Manager (CTCM credentials a plus.
- **Level 3:** 8 or more years of experience, relies on experience and judgment to plan and accomplish goals, independently performs a variety of complicated tasks, a wide degree of creativity and latitude is expected. Certified Texas Contract Developer (CTCD), or Certified Texas Contract Manager (CTCM) credentials a plus.

11.4 Undefined Title: Information Technology Contracting and Procurement

Customer defined title, position, job description, and experience level. This Undefined Position does not have an associated Not to Exceed rate. Customers must competitively solicit DIR ITSAC Contract Holders in accordance with threshold requirements and negotiate rates directly with Contract Holders.

Not to Exceed Rates

These rates represent the highest bill rate for each Title that a Contract Holder may propose in Response to a Customer solicitation. At no time under a Customer Purchase Order may a Contract Holder

NOTE: Areas shaded gray (Undefined Rows and the Specialist Level Column) are for use on Customer solicitations only. RFO Respondents are not required to submit any pricing rates at this time.

Category	Title	Intern Level 1	Intern Level 2	Intern Level 3	Level 1	Level 2	Level 3	Specialist Level
		Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Open Hourly Bill Rate
Applications / Software Development	DevOps Engineer	\$ 36.98	\$ 55.47	\$ 73.95	\$ 92.44	\$ 121.86	\$ 166.85	
	Systems Analyst	\$ 39.28	\$ 58.92	\$ 78.57	\$ 98.21	\$ 119.20	\$ 144.24	
	Applications Architect	\$ 34.54	\$ 51.80	\$ 69.07	\$ 86.34	\$ 108.68	\$ 149.51	
	Business Analyst	\$ 34.31	\$ 51.47	\$ 68.62	\$ 85.78	\$ 98.21	\$ 127.59	
	Cloud Solutions Architect	\$ 46.47	\$ 69.71	\$ 92.94	\$ 116.18	\$ 137.36	\$ 185.43	
	Artificial Intelligence/Machine Learning Engineer	\$ 38.46	\$ 57.70	\$ 76.93	\$ 96.16	\$ 117.47	\$ 142.12	
	Developer/Programmer Analyst	\$ 20.40	\$ 30.60	\$ 40.80	\$ 63.50	\$ 79.00	\$ 104.50	
	Enterprise Architect	\$ 36.56	\$ 54.84	\$ 73.13	\$ 91.41	\$ 116.79	\$ 151.54	
	Enterprise Resource Planning (ERP) Business Analyst	\$ 25.35	\$ 38.03	\$ 50.70	\$ 89.20	\$ 102.40	\$ 120.80	
	ERP Developer	\$ 29.26	\$ 43.88	\$ 58.51	\$ 73.14	\$ 114.79	\$ 167.84	
	Mobile Applications Developer	\$ 36.56	\$ 54.84	\$ 73.13	\$ 91.41	\$ 115.80	\$ 152.32	
	Technical Writer	\$ 18.69	\$ 28.03	\$ 37.37	\$ 46.72	\$ 73.94	\$ 93.79	
	Digital Product Manager	\$ 40.62	\$ 60.93	\$ 81.24	\$ 101.54	\$ 137.07	\$ 193.94	
	Software Engineer	\$ 28.85	\$ 43.27	\$ 57.70	\$ 72.12	\$ 101.57	\$ 147.35	
	Software Developer	\$ 42.03	\$ 63.05	\$ 84.07	\$ 105.08	\$ 131.12	\$ 144.24	
	Undefined Title: Applications/Software Development							
Data / Database Administration	Database Administrator	\$ 39.28	\$ 58.92	\$ 78.57	\$ 98.21	\$ 119.20	\$ 144.24	
	Data Analyst/Report Writer	\$ 21.95	\$ 32.92	\$ 43.89	\$ 54.87	\$ 90.63	\$ 147.25	
	Data Architect	\$ 57.69	\$ 86.54	\$ 115.39	\$ 144.24	\$ 160.00	\$ 179.60	
	Data Modeler	\$ 28.01	\$ 42.01	\$ 56.01	\$ 70.01	\$ 110.71	\$ 152.32	
	Data Scientist (Big Data Engineer)	\$ 34.92	\$ 52.38	\$ 69.84	\$ 87.30	\$ 112.00	\$ 142.24	
	Business Intelligence Analyst	\$ 23.64	\$ 35.46	\$ 47.28	\$ 59.11	\$ 85.32	\$ 121.86	
		Undefined Title: Data/Database Administration						
Web Development	Front-End Web Developer/Web Designer	\$ 17.16	\$ 25.74	\$ 34.32	\$ 42.89	\$ 70.00	\$ 117.43	
	Web Developer	\$ 20.36	\$ 30.55	\$ 40.73	\$ 50.91	\$ 85.00	\$ 123.38	
	Senior Web Developer	\$ 31.91	\$ 47.87	\$ 63.82	\$ 79.78	\$ 103.04	\$ 127.40	
	Web Administrator	\$ 34.31	\$ 51.47	\$ 68.62	\$ 85.78	\$ 98.21	\$ 119.20	
		Undefined Title: Web Developer						
Quality Assurance & Testing	QA Engineer - Automated	\$ 24.03	\$ 36.05	\$ 48.06	\$ 60.08	\$ 77.68	\$ 92.17	
	QA/Test Manager	\$ 29.61	\$ 44.42	\$ 59.23	\$ 74.03	\$ 116.31	\$ 144.95	
	QA Associate/Analyst	\$ 19.59	\$ 29.38	\$ 39.17	\$ 48.96	\$ 59.73	\$ 75.48	
		Undefined Title: Quality Assurance (QA) and Testing						
Networking / Telecommunications	Network Engineer	\$ 23.40	\$ 35.10	\$ 46.80	\$ 58.50	\$ 86.36	\$ 127.59	
	Wireless Network Engineer	\$ 21.12	\$ 31.68	\$ 42.24	\$ 52.80	\$ 82.24	\$ 145.20	
	Network Administrator	\$ 34.31	\$ 51.47	\$ 68.62	\$ 85.78	\$ 98.21	\$ 119.20	
	Telecommunications Manager	\$ 29.27	\$ 43.90	\$ 58.53	\$ 73.16	\$ 90.00	\$ 122.86	
	Telecommunications Technician	\$ 29.97	\$ 44.95	\$ 59.94	\$ 74.92	\$ 85.78	\$ 98.21	
	Network Operations Center (NOC) Technician	\$ 16.68	\$ 25.02	\$ 33.36	\$ 41.70	\$ 65.09	\$ 96.52	
	Undefined Title: Networking/Telecommunications							
Security	Data Security Analyst	\$ 36.71	\$ 55.07	\$ 73.43	\$ 91.78	\$ 105.08	\$ 131.12	
	Security Administrator	\$ 20.87	\$ 31.31	\$ 41.75	\$ 52.19	\$ 85.03	\$ 122.69	
	Network Security Analyst	\$ 42.03	\$ 63.05	\$ 84.07	\$ 105.08	\$ 131.12	\$ 158.66	
	Network Security Engineer	\$ 26.45	\$ 39.67	\$ 52.90	\$ 66.12	\$ 105.66	\$ 123.91	
	Information Security Manager	\$ 41.89	\$ 62.83	\$ 83.78	\$ 104.72	\$ 139.62	\$ 174.53	
	IT Auditor	\$ 36.71	\$ 55.07	\$ 73.43	\$ 91.78	\$ 105.08	\$ 131.12	
	Undefined Title: Security							
Project Management	Project Manager	\$ 39.28	\$ 58.92	\$ 78.57	\$ 98.21	\$ 119.20	\$ 144.24	
	Project Lead	\$ 35.35	\$ 53.03	\$ 70.71	\$ 88.39	\$ 125.96	\$ 169.09	
	Program Manager	\$ 41.04	\$ 61.56	\$ 82.08	\$ 102.60	\$ 120.87	\$ 163.55	
	Agile Scrum Master	\$ 27.31	\$ 40.97	\$ 54.62	\$ 68.28	\$ 109.68	\$ 154.39	
	Agile Coach	\$ 30.50	\$ 45.76	\$ 61.01	\$ 76.26	\$ 121.88	\$ 167.65	
		Undefined Title: Project Management						

Category	Title	Intern Level 1	Intern Level 2	Intern Level 3	Level 1	Level 2	Level 3	Specialist Level
		Hourly	Hourly	Hourly	Hourly	Hourly	Hourly	Open Hourly Bill Rate
Technical Services, Help Desk & Operations	Support Technician	\$ 15.83	\$ 23.74	\$ 31.65	\$ 39.56	\$ 58.00	\$ 82.52	
	Help Desk Technician	\$ 14.83	\$ 22.25	\$ 29.66	\$ 37.08	\$ 52.55	\$ 65.75	
	Business Continuity Analyst	\$ 42.03	\$ 63.05	\$ 84.07	\$ 105.08	\$ 112.00	\$ 119.20	
	Product Support Analyst	\$ 18.45	\$ 27.67	\$ 36.90	\$ 46.12	\$ 70.00	\$ 101.93	
	Site Reliability Engineer	\$ 30.00	\$ 45.00	\$ 60.00	\$ 75.00	\$ 85.62	\$ 95.06	
	Instructor Trainer Operations	\$ 23.33	\$ 34.99	\$ 46.66	\$ 58.32	\$ 73.18	\$ 91.75	
Information Technology Service Management (ITSM Operations)	Change Management Manager/ Organizational Change Management (OCM)	\$ 24.64	\$ 36.97	\$ 49.29	\$ 61.61	\$ 100.00	\$ 144.08	
	Process Improvement Manager	\$ 24.35	\$ 36.53	\$ 48.70	\$ 60.88	\$ 92.82	\$ 118.55	
	Undefined Title: ITSM Operation							
IT Marketing	Communication Coordinators	\$ 15.72	\$ 23.58	\$ 31.43	\$ 39.29	\$ 45.68	\$ 61.94	
	Customer Relationship Management (CRM)	\$ 19.51	\$ 29.26	\$ 39.02	\$ 48.77	\$ 64.99	\$ 98.48	
	Digital Marketing Analyst	\$ 18.38	\$ 27.58	\$ 36.77	\$ 45.96	\$ 56.16	\$ 72.63	
	Web Content Technician/Manager	\$ 17.66	\$ 26.49	\$ 35.32	\$ 44.16	\$ 85.00	\$ 133.94	
	Undefined Title: IT Marketing							
Information Technology Contract Management	IT Contract Manager	\$ 28.01	\$ 42.01	\$ 56.02	\$ 70.02	\$ 82.24	\$ 120.83	
	IT Contract Administrator/Technician	\$ 22.58	\$ 33.87	\$ 45.16	\$ 56.45	\$ 64.58	\$ 73.90	
	IT Procurement Technician	\$ 26.18	\$ 39.26	\$ 52.35	\$ 65.44	\$ 74.92	\$ 85.78	
	Undefined Title: IT Contracting and Procurement							

EXHIBIT B
Business Associates
Agreement

STATE OF TEXAS §
 §
COUNTY OF FORT BEND §

BUSINESS ASSOCIATE AGREEMENT

This Business Associate Agreement (“Agreement”) is entered into as of 01/25/2021 by and between the **COUNTY OF FORT BEND, TEXAS** (“Covered Entity”) and **C&T INFORMATION TECHNOLOGY CONSULTING, INC.** (“Business Associate”) (collectively the “Parties”) to comply with privacy standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160 and 164 (“the Privacy Rule”) and security standards adopted by the U.S. Department of Health and Human Services as they may be amended from time to time, 45 C.F.R. parts 160, 162 and 164, subpart C (“the Security Rule”), and the Health Information Technology for Economic and Clinical Health (HITECH) Act, Title XIII of Division A and Title IV of Division B of the American Recovery and Reinvestment Act of 2009 and regulations promulgated there under and any applicable state confidentiality laws.

RECITALS

WHEREAS, Business Associate provides technology consulting services to or on behalf of Covered Entity;

WHEREAS, in connection with these services, Covered Entity discloses to Business Associate certain protected health information that is subject to protection under the HIPAA Rules; and

WHEREAS, the HIPAA Rules require that Covered Entity receive adequate assurances that Business Associate will comply with certain obligations with respect to the PHI received in the course of providing services to or on behalf of Covered Entity.

NOW THEREFORE, in consideration of the mutual promises and covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

- I. Definitions. Terms used herein, but not otherwise defined, shall have meaning ascribed by the Privacy Rule and the Security Rule.
 - A. Business Associate. “Business Associate” shall generally have the same meaning as the term “business associate” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean County of Fort Bend, Texas by and through the County Risk Management Department.
 - B. Covered Entity. “Covered Entity” shall generally have the same meaning as the term “covered entity” at 45 CFR 160.103, and in reference to the party to this agreement, shall mean Boon Chapman Benefit Administrators, Inc.

- C. HIPAA Rules. "HIPAA Rules" shall mean the Privacy, Security, Breach Notification, and Enforcement Rules at 45 CFR Part 160 and Part 164.
 - D. Catch-all definitions: The following terms used in this Agreement shall have the same meaning as those terms in the HIPAA Rules: Breach, Data Aggregation, Designated Record Set, Disclosure, Health Care Operations, Individual, Minimum Necessary, Notice of Privacy Practices, Protected Health Information, Required By Law, Secretary, Security Incident, Subcontractor, Unsecured Protected Health Information, and Use.
- II. Purposes for which PHI May Be Disclosed to Business Associate. In connection with the services provided by Business Associate to or on behalf of Covered Entity described in this Agreement, Covered Entity may disclose PHI to Business Associate for the purposes of Third Party Claims Administration Services.
- III. Obligations of Covered Entity. If deemed applicable by Covered Entity, Covered Entity shall:
- A. provide Business Associate a copy of its Notice of Privacy Practices ("Notice") produced by Covered Entity in accordance with 45 C.F.R. 164.520 as well as any changes to such Notice;
 - B. provide Business Associate with any changes in, or revocation of, authorizations by Individuals relating to the use and/or disclosure of PHI, if such changes affect Business Associate's permitted or required uses and/or disclosures;
 - C. notify Business Associate of any restriction to the use and/or disclosure of PHI to which Covered Entity has agreed in accordance with 45 C.F.R. 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of PHI;
 - D. not request Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy rule if done by the Covered entity;
 - E. notify Business Associate of any amendment to PHI to which Covered Entity has agreed that affects a Designated Record Set maintained by Business Associate;
 - F. if Business Associate maintains a Designated Record Set, provide Business Associate with a copy of its policies and procedures related to an Individual's right to: access PHI; request an amendment to PHI; request confidential communications of PHI; or request an accounting of disclosures of PHI; and,

- G. notify individuals of breach of their Unsecured PHI in accordance with the requirements set forth in 45 C.F.R. §164.404.
- b. Obligations of Business Associate. Business Associate agrees to comply with applicable federal and state confidentiality and security laws, specifically the provisions of the HIPAA Rules applicable to business associates, including:
1. Use and Disclosure of PHI. Except as otherwise permitted by this Agreement or applicable law, Business Associate shall not use or disclose PHI except as necessary to provide Services described above to or on behalf of Covered Entity, and shall not use or disclose PHI that would violate the HIPAA Rules if used or disclosed by Covered Entity. Also, knowing that there are certain restrictions on disclosure of PHI. Provided, however, Business Associate may use and disclose PHI as necessary for the proper management and administration of Business Associate, or to carry out its legal responsibilities. Business Associate shall in such cases:
 - (a) provide information and training to members of its workforce using or disclosing PHI regarding the confidentiality requirements of the HIPAA Rules and this Agreement;
 - (b) obtain reasonable assurances from the person or entity to whom the PHI is disclosed that: (a) the PHI will be held confidential and further used and disclosed only as Required by Law or for the purpose for which it was disclosed to the person or entity; and (b) the person or entity will notify Business Associate of any instances of which it is aware in which confidentiality of the PHI has been breached; and
 - (c) agree to notify the designated Privacy Officer of Covered Entity of any instances of which it is aware in which the PHI is used or disclosed for a purpose that is not otherwise provided for in this Agreement or for a purpose not expressly permitted by the HIPAA Rules.
 2. Data Aggregation. In the event that Business Associate works for more than one Covered Entity, Business Associate is permitted to use and disclose PHI for data aggregation purposes, however, only in order to analyze data for permitted health care operations, and only to the extent that such use is permitted under the HIPAA Rules.
 3. De-identified Information. Business Associate may use and disclose de-identified health information if written approval from the Covered Entity is obtained, and the PHI is de-identified in compliance with the HIPAA Rules. Moreover, Business Associate shall review and comply with the requirements defined under Section E. of this Agreement.
 4. Safeguards.
 1. Business Associate shall maintain appropriate safeguards to ensure that PHI is not used or disclosed other than as provided by this

Agreement or as Required by Law. Business Associate shall implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of any paper or electronic PHI it creates, receives, maintains, or transmits on behalf of Covered Entity.

2. Business Associate shall assure that all PHI be secured when accessed by Business Associate's employees, agents or subcontractor. Any access to PHI by Business Associate's employees, agents or subcontractors shall be limited to legitimate business needs while working with PHI. Any personnel changes by Business Associate, eliminating the legitimate business needs for employees, agents or contractors access to PHI – either by revision of duties or termination – shall be immediately reported to Covered Entity. Such reporting shall be made no later than the third business day after the personnel change becomes effective.
5. Minimum Necessary. Business Associate shall ensure that all uses and disclosures of PHI are subject to the principle of “minimum necessary use and disclosure,” *i.e.*, that only PHI that is the minimum necessary to accomplish the intended purpose of the use, disclosure, or request is used or disclosed; and, the use of limited data sets when possible.
6. Disclosure to Agents and Subcontractors. If Business Associate discloses PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, to agents, including a subcontractor, Business Associate shall require the agent or subcontractor to agree to the same restrictions and conditions as apply to Business Associate under this Agreement. Business Associate shall ensure that any agent, including a subcontractor, agrees to implement reasonable and appropriate safeguards to protect the confidentiality, integrity, and availability of the paper or electronic PHI that it creates, receives, maintains, or transmits on behalf of the Covered Entity. Business Associate shall be liable to Covered Entity for any acts, failures or omissions of the agent or subcontractor in providing the services as if they were Business Associate's own acts, failures or omissions, to the extent permitted by law. Business Associate further expressly warrants that its agents or subcontractors will be specifically advised of, and will comply in all respects with, the terms of this Agreement.
7. Individual Rights Regarding Designated Record Sets. If Business Associate maintains a Designated Record Set on behalf of Covered Entity Business Associate agrees as follows:
 - (a) Individual Right to Copy or Inspection. Business Associate agrees that if it maintains a Designated Record Set for Covered Entity that is not maintained by Covered Entity, it will permit an Individual to inspect or copy PHI about the Individual in that set as directed by Covered Entity to meet the requirements of 45 C.F.R. § 164.524. If the PHI is in electronic format, the

Individual shall have a right to obtain a copy of such information in electronic format and, if the Individual chooses, to direct that an electronic copy be transmitted directly to an entity or person designated by the individual in accordance with HITECH section 13405 (c). Under the Privacy Rule, Covered Entity is required to take action on such requests as soon as possible, but not later than 30 days following receipt of the request. Business Associate agrees to make reasonable efforts to assist Covered Entity in meeting this deadline. The information shall be provided in the form or format requested if it is readily producible in such form or format; or in summary, if the Individual has agreed in advance to accept the information in summary form. A reasonable, cost-based fee for copying health information may be charged. If Covered Entity maintains the requested records, Covered Entity, rather than Business Associate shall permit access according to its policies and procedures implementing the Privacy Rule.

- (b) Individual Right to Amendment. Business Associate agrees, if it maintains PHI in a Designated Record Set, to make amendments to PHI at the request and direction of Covered Entity pursuant to 45 C.F.R. §164.526. If Business Associate maintains a record in a Designated Record Set that is not also maintained by Covered Entity, Business Associate agrees that it will accommodate an Individual's request to amend PHI only in conjunction with a determination by Covered Entity that the amendment is appropriate according to 45 C.F.R. §164.526.
- (c) Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of disclosures of PHI, whether PHI is paper or electronic format, in accordance with 45 C.F.R. §164.528 and HITECH Sub Title D Title VI Section 13405 (c), and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. Under the Privacy Rule, Covered Entity is required to take action on such requests as soon as possible but not later than 60 days following receipt of the request. Business Associate agrees to use its best efforts to assist Covered Entity in meeting this deadline but not later than 45 days following receipt of the request. Such accounting must be provided without cost to the individual or Covered Entity if it is the first accounting requested by an individual within any 12 month period; however, a reasonable, cost-based fee may be charged for subsequent accountings if Business Associate informs the individual in advance of the fee and is afforded an opportunity to withdraw or modify the request. Such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures prior to the compliance date of the Privacy Rule) and shall be provided for as long as Business Associate maintains the PHI.

8. Internal Practices, Policies and Procedures. Except as otherwise specified herein, Business Associate shall make available its internal practices, policies and procedures relating to the use and disclosure of PHI, received from or on behalf of Covered Entity to the Secretary or his or her agents for the purpose of determining Covered Entity's compliance with the HIPAA Rules, or any other health oversight agency, or to Covered Entity. Records requested that are not protected by an applicable legal privilege will be made available in the time and manner specified by Covered Entity or the Secretary.
9. Notice of Privacy Practices. Business Associate shall abide by the limitations of Covered Entity's Notice of which it has knowledge. Any use or disclosure permitted by this Agreement may be amended by changes to Covered Entity's Notice; provided, however, that the amended Notice shall not affect permitted uses and disclosures on which Business Associate relied prior to receiving notice of such amended Notice.
10. Withdrawal of Authorization. If the use or disclosure of PHI in this Agreement is based upon an Individual's specific authorization for the use or disclosure of his or her PHI, and the Individual revokes such authorization, the effective date of such authorization has expired, or such authorization is found to be defective in any manner that renders it invalid, Business Associate shall, if it has notice of such revocation, expiration, or invalidity, cease the use and disclosure of the Individual's PHI except to the extent it has relied on such use or disclosure, or if an exception under the Privacy Rule expressly applies.
11. Knowledge of HIPAA Rules. Business Associate agrees to review and understand the HIPAA Rules as it applies to Business Associate, and to comply with the applicable requirements of the HIPAA Rule, as well as any applicable amendments.
12. Information Breach Notification for PHI. Business Associate expressly recognizes that Covered Entity has certain reporting and disclosure obligations to the Secretary and the Individual in case of a security breach of unsecured PHI. Where Business Associate accesses, maintains, retains, modifies, records, stores, destroys, or otherwise holds, uses or discloses unsecured paper or electronic PHI, Business Associate immediately following the "discovery" (within the meaning of 45 C.F.R. §164.410(a)) of a breach of such information, shall notify Covered Entity of such breach. Initial notification of the breach does not need to be in compliance with 45 C.F.R. §164.404(c); however, Business Associate must provide Covered Entity with all information necessary for Covered Entity to comply with 45 C.F.R. §164.404(c) without reasonable delay, and in no case later than 15 days following the discovery of the breach. Business Associate shall be liable for all costs associated with any breach caused by Business Associate's agents, officers, employees or subcontractors.
13. Breach Notification to Individuals. Business Associate's duty to notify Covered Entity of any breach does not permit Business Associate to notify those individuals whose PHI has been breached by Business Associate without the express written

permission of Covered Entity to do so. Any and all notification to those individuals whose PHI has been breached shall be made under the direction, review and control of Covered Entity. The Business Associate will notify the County Risk Management Director via telephone with follow-up in writing to include; name of individuals whose PHI was breached, information breached, date of breach, form of breach, etc. The cost of the notification will be paid by the Business Associate.

14. Information Breach Notification for Other Sensitive Personal Information. In addition to the reporting under Section D.12, Business Associate shall notify Covered Entity of any breach of computerized Sensitive Personal Information (as determined pursuant to Title 11, subtitle B, chapter 521, Subchapter A, Section 521.053. Texas Business & Commerce Code) to assure Covered Entity's compliance with the notification requirements of Title 11, Subtitle B, Chapter 521, Subchapter A, Section 521.053, Texas Business & Commerce Code. Accordingly, Business Associate shall be liable for all costs associated with any breach caused by Business Associate's agents, officers, employees or subcontractors.
15. If requested by Covered Entity, Business Associate shall notify individuals of breach of their Unsecured PHI in accordance with the requirements set forth in 45 C.F.R. §164.404. Such notification shall be in accordance with C.F.R. §164.404(c) and as approved and directed by the County Risk Management Director. Business Associate shall be liable for all costs associated with any breach caused by Business Associate's agents, officers, employees or subcontractors.
 - c. Permitted Uses and Disclosures by Business Associates. Except as otherwise limited in this Agreement, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Business Associates Agreement or in a Master Services Agreement, provided that such use or disclosure would not violate the HIPAA Rules if done by Covered Entity or the minimum necessary policies and procedures of the Covered Entity. Also, Business Associate may use PHI to report violations of law to appropriate Federal and State authorities, consistent with the HIPAA Rules.
 1. Use. Business Associate will not, and will ensure that its directors, officers, employees, contractors and other agents do not, use PHI other than as permitted or required by Business Associate to perform the Services or as required by law, but in no event in any manner that would constitute a violation of the Privacy Standards or Security standards if used by Covered Entity.
 2. Disclosure. Business Associate will not, and will ensure that its directors, officers, employees, contractors, and other agents do not, disclose PHI other than as permitted pursuant to this arrangement or as required by law, but in no event disclose PHI in any manner that would constitute a violation of the Privacy Standards or Security Standards if disclosed by Covered Entity.

3. Business Associate acknowledges and agrees that Covered Entity owns all right, title, and interest in and to all PHI, and that such right, title, and interest will be vested in Covered Entity. Neither Business Associate nor any of its employees, agents, consultants or assigns will have any rights in any of the PHI, except as expressly set forth above. Business Associate represents, warrants, and covenants that it will not compile and/or distribute analyses to third parties using any PHI without Covered Entity's express written consent.

F. Application of Security and Privacy Provisions to Business Associate.

1. Security Measures. Sections 164.308, 164.310, 164.312 and 164.316 of Title 45 of the Code of Federal Regulations dealing with the administrative, physical and technical safeguards as well as policies, procedures and documentation requirements that apply to Covered Entity shall in the same manner apply to Business Associate. Any additional security requirements contained in Sub Title D of Title IV of the HITECH Act that apply to Covered Entity shall also apply to Business Associate. Pursuant to the foregoing requirements in this section, the Business Associate will implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the paper or electronic PHI that it creates, has access to, or transmits. Business Associate will also ensure that any agent, including a subcontractor, to whom it provides such information, agrees to implement reasonable and appropriate safeguards to protect such information. Business Associate will ensure that PHI contained in portable devices or removable media is encrypted.
2. Annual Guidance. For the first year beginning after the date of the enactment of the HITECH Act and annually thereafter, the secretary shall annually issue guidance on the most effective and appropriate technical safeguards for use in carrying out the sections referred to in subsection (a) and the security standards in subpart C of part 164 of title 45, Code of Federal Regulations. Business Associate shall, at their own cost and effort, monitor the issuance of such guidance and comply accordingly.
3. Privacy Provisions. The enhanced HIPAA privacy requirements including but not necessarily limited to accounting for certain PHI disclosures for treatment, restrictions on the sale of PHI, restrictions on marketing and fundraising communications, payment and health care operations contained Subtitle D of the HITECH Act that apply to the Covered entity shall equally apply to the Business Associate.
4. Application of Civil and Criminal Penalties. If Business Associate violates any security or privacy provision specified in subparagraphs (1) and (2) above, sections 1176 and 1177 of the Social Security Act (42 U.S.C. 1320d-5, 1320d-6) shall apply to Business Associate with respect to such violation in the same manner that such sections apply to Covered Entity if it violates such provisions.

G. Term and Termination.

1. Term. This Agreement shall be effective as of the date executed by both Parties and shall be terminated when all PHI provided to Business Associate by Covered Entity, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity.
2. Termination for Cause. Upon Covered entity's knowledge of a material breach by Business Associate, Covered Entity shall either:
 - a. Provide an opportunity for Business associate to cure the breach or end the violation and terminate this Agreement, whether it is in the form of a stand alone agreement or an addendum to a Master Services Agreement, if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or
 - b. Immediately terminate this Agreement whether it is in the form of a stand alone agreement or an addendum to a Master Services Agreement if Business associate has breached a material term of this Agreement and cure is not possible.
3. Effect of Termination. Upon termination of this Agreement for any reason, Business Associate agrees to return or destroy all PHI received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity, maintained by Business Associate in any form. If Business Associate determines that the return or destruction of PHI is not feasible, Business Associate shall inform Covered Entity in writing of the reason thereof, and shall agree to extend the protections of this Agreement to such PHI and limit further uses and disclosures of the PHI to those purposes that make the return or destruction of the PHI not feasible for so long as Business Associate retains the PHI.

H. Miscellaneous.

1. Indemnification. Business Associate agrees to indemnify and hold harmless Covered Entity from and against all claims, demands, liabilities, judgments or causes of action of any nature for any relief, elements of recovery or damages recognized by law (including, without limitation, attorney's fees, defense costs, and equitable relief), for any damage or loss incurred by Covered Entity arising out of, resulting from, or attributable to any acts or omissions or other conduct of Business Associate or its agents in connection with the performance of Business Associate's or its agents' duties under this Agreement. This indemnity shall apply even if Covered Entity is alleged to be solely or jointly negligent or otherwise solely or jointly at fault; provided, however, that a trier of fact finds Covered Entity not to be solely or jointly negligent or otherwise solely or jointly at fault. This indemnity shall not be construed to limit Covered Entity's rights, if any, to common law indemnity.

Covered Entity shall have the option, at its sole discretion, to employ attorneys selected by it to defend any such action, the costs and expenses of which shall be the responsibility of Business Associate. Covered Entity shall provide Business Associate with timely notice of the existence of such proceedings and such

information, documents and other cooperation as reasonably necessary to assist Business Associate in establishing a defense to such action.

These indemnities shall survive termination of this Agreement, and Covered Entity reserves the right, at its option and expense, to participate in the defense of any suit or proceeding through counsel of its own choosing.

2. Mitigation. If Business Associate violates this Agreement or any of the HIPAA Rules, Business Associate agrees to mitigate any damage caused by such breach.
3. Rights of Proprietary Information. Covered Entity retains any and all rights to the proprietary information, confidential information, and PHI it releases to Business Associate.
4. Survival. The respective rights and obligations of Business Associate under Section E.3 of this Agreement shall survive the termination of this Agreement.
5. Notices. Any notices pertaining to this Agreement shall be given in writing and shall be deemed duly given when personally delivered to a Party or a Party's authorized representative as listed below or sent by means of a reputable overnight carrier, or sent by means of certified mail, return receipt requested, postage prepaid. A notice sent by certified mail shall be deemed given on the date of receipt or refusal of receipt. All notices shall be addressed to the appropriate Party as follows:

If to Covered Entity:

Attn: County Judge
401 Jackson Street
Richmond, Texas 77469

With a copy to:

Fort Bend County
Information Technology
Attn: Director
500 Liberty Street
Richmond, TX 77469

If to Business Associate:

C&T Information Technology Consulting, Inc.
Attn: Jennifer Conway
201 S. Lakeline Blvd., Suite 803
Cedar Park, Texas 78613

6. Amendments. This Agreement may not be changed or modified in any manner except by an instrument in writing signed by a duly authorized officer of each of the Parties hereto. The Parties, however, agree to amend this Agreement from time to time as necessary, in order to allow Covered Entity's to comply with the requirements of the HIPAA Rules.
7. Choice of Law. This Agreement and the rights and the obligations of the Parties hereunder shall be governed by and construed under the laws of the State of Texas without regard to applicable conflict of laws principles.
8. Assignment of Rights and Delegation of Duties. This Agreement is binding upon and inures to the benefit of the Parties hereto and their respective successors and permitted assigns. However, neither Party may assign any of its rights or delegate any of its obligations under this Agreement without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed. Notwithstanding any provisions to the contrary, however, Covered Entity retains the right to assign or delegate any of its rights or obligations hereunder to any of its wholly owned subsidiaries, affiliates or successor companies. Assignments made in violation of this provision are null and void.
9. Nature of Agreement. Nothing in this Agreement shall be construed to create (i) a partnership, joint venture or other joint business relationship between the Parties or any of their affiliates, (ii) any fiduciary duty owed by one Party to another Party or any of its affiliates, or (iii) a relationship of employer and employee between the Parties.
10. No Waiver. Failure or delay on the part of either Party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. No provision of this Agreement may be waived by either Party except by a writing signed by an authorized representative of the Party making the waiver.
11. Equitable Relief. Any disclosure of misappropriation of PHI by Business Associate in violation of this Agreement will cause Covered Entity irreparable harm, the amount of which may be difficult to ascertain. Business Associate therefore agrees that Covered Entity shall have the right to apply to a court of competent jurisdiction for specific performance and/or an order restraining and enjoining Business Associate from any such further disclosure or breach, and for such other relief as Covered Entity shall deem appropriate. Such rights are in addition to any other remedies available to Covered Entity at law or in equity. Business Associate expressly waives the defense that a remedy in damages will be adequate, and further waives any requirement in an action for specific performance or injunction for the posting of a bond by Covered Entity.
12. Severability. The provisions of this Agreement shall be severable, and if any provision of this Agreement shall be held or declared to be illegal, invalid or unenforceable, the remainder of this Agreement shall continue in full force and effect as though such illegal, invalid or unenforceable provision had not been contained herein.

13. No Third Party Beneficiaries. Nothing in this Agreement shall be considered or construed as conferring any right or benefit on a person not party to this Agreement nor imposing any obligations on either Party hereto to persons not a party to this Agreement.
14. Headings. The descriptive headings of the articles, sections, subsections, exhibits and schedules of this Agreement are inserted for convenience only, do not constitute a part of this Agreement and shall not affect in any way the meaning or interpretation of this Agreement.
15. Entire Agreement. This Agreement, together with all Exhibits, Riders and amendments, if applicable, which are fully completed and signed by authorized persons on behalf of both Parties from time to time while this Agreement is in effect, constitutes the entire Agreement between the Parties hereto with respect to the subject matter hereof and supersedes all previous written or oral understandings, agreements, negotiations, commitments, and any other writing and communication by or between the Parties with respect to the subject matter hereof. In the event of any inconsistencies between any provisions of this Agreement in any provisions of the Exhibits, Riders, or amendments, the provisions of this Agreement shall control.
16. Interpretation. Any ambiguity in this Agreement shall be resolved in favor of a meaning that permits Covered Entity to comply with the HIPAA Rules and any applicable state confidentiality laws. The provisions of this Agreement shall prevail over the provisions of any other agreement that exists between the Parties that may conflict with, or appear inconsistent with, any provision of this Agreement or the HIPAA Rules.
17. Regulatory References. A citation in this Agreement to the Code of Federal Regulations shall mean the cited section as that section may be amended from time to time.

Agreed to:

COVERED ENTITY
FORT BEND COUNTY



County Judge KP George

KP George, County Judge

BUSINESS ASSOCIATE
C&T INFORMATION
TECHNOLOGY CONSULTING, INC.



Authorized Agent- Signature

Jennifer Conway

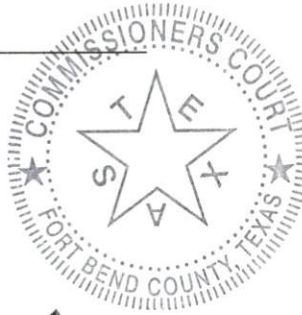
Authorized Agent- Printed Name

Director of Operations

Title

01/25/2021

Date



ATTEST:



Laura Richard, County Clerk

ATTEST:

Laura Richard, County Clerk

EXHIBIT C

CARES Clauses

Code of Federal Regulations

Title 2 - Grants and Agreements

Volume: 1

Date: 2014-01-01

Original Date: 2014-01-01

Title: Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

Context: Title 2 - Grants and Agreements. Subtitle A - Office of Management and Budget Guidance for

Grants and Agreements. CHAPTER II - OFFICE OF MANAGEMENT AND BUDGET GUIDANCE. -

Reserved. PART 200 - UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS.

Pt. 200, App. II

Appendix II to Part 200—Contract Provisions for Non-Federal Entity Contracts Under Federal Awards

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

(A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.

(B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.

(C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in

the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (42 U.S.C. 6201).

(I) Debarment and Suspension (Executive Orders 12549 and 12689)—A contract award (see 2 CFR 180.220) must not be made to parties listed on the governmentwide Excluded Parties List System in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR Part 1986 Comp., p. 189) and 12689 (3 CFR Part 1989 Comp., p. 235), "Debarment and Suspension." The Excluded Parties List System in SAM contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(J) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award of \$100,000 or more must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(K) See § 200.322 Procurement of recovered materials.

CERTIFICATE OF INTERESTED PARTIES

FORM 1295

1 of 1

Complete Nos. 1 - 4 and 6 if there are interested parties.
 Complete Nos. 1, 2, 3, 5, and 6 if there are no interested parties.

**OFFICE USE ONLY
 CERTIFICATION OF FILING**

Certificate Number:
 2021-708185

Date Filed:
 01/20/2021

Date Acknowledged:
 01/26/2021

1 Name of business entity filing form, and the city, state and country of the business entity's place of business.
 C&T Information Technology Consulting, Inc.
 Cedar Park, TX United States

2 Name of governmental entity or state agency that is a party to the contract for which the form is being filed.
 Fort Bend County

3 Provide the identification number used by the governmental entity or state agency to track or identify the contract, and provide a description of the services, goods, or other property to be provided under the contract.
 DIR-CPO-4570
 IT Staff Augmentation

4	Name of Interested Party	City, State, Country (place of business)	Nature of interest (check applicable)	
			Controlling	Intermediary
	Conway, Jennifer	Cedar Park, TX United States	X	

5 Check only if there is NO Interested Party.

6 UNSWORN DECLARATION

My name is _____, and my date of birth is _____.

My address is _____, _____, _____, _____, _____.
(street) (city) (state) (zip code) (country)

I declare under penalty of perjury that the foregoing is true and correct.

Executed in _____ County, State of _____, on the _____ day of _____, 20____.
(month) (year)

 Signature of authorized agent of contracting business entity
 (Declarant)