



# Commonwealth of Kentucky

## CONTRACT

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Memorandum of Agreement  
**Reason for Modification:**

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<b>Vendor Name:</b>	<b>Vendor No.</b>	KY0036014
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**Effective From:** 2025-07-01 **Effective To:** 2026-06-30

Line Item	Delivery Date	Quantity	Unit	Description	Unit Price	Contract Amount	Total Price
1		0.00000		FY26 Interstate Data Exchange Consortium	\$0.000000	\$62,664.00	\$62,664.00

### Extended Description:

66% Federal Funds

CFDA# 93.563

34% State

Shipping Information:	Billing Information:
	Office of the Attorney General 1024 Capital Center Dr, Suite 200  Frankfort KY 40601

<b>TOTAL CONTRACT AMOUNT</b>	<b>\$62,664.00</b>
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## MEMORANDUM OF AGREEMENT

Between

Office of the Attorney General, Department of Child Support Services

and

Mississippi Department of Human Services

### SECTION 1. OVERVIEW

This Memorandum of Agreement (MOA) is entered into by and between the Kentucky Office of the Attorney General (KYOAG) on behalf of the Department of Child Support Services (DCSS) and the Treasurer of State of Mississippi, Mississippi Department of Human Services (MDHS) to establish an agreement regarding KYOAG, DCSS inclusion and involvement in the Interstate Data Exchange Consortium (IDEC). This MOA is effective from July 1, 2025, through June 30, 2026.

KYOAG DCSS is responsible under Part D of Title IV of the Social Security Act with the collection of child support obligations owed by non-custodial parents to their child(ren) and the spouse, former spouse, parent or caretaker with whom such child(ren) are currently living.

The IDEC is a consortium of states that pool individual state data resources into a real-time online computer system which provides a comprehensive search capability to locate non-custodial parents in Title IV-D cases. The objective is to facilitate the interstate and intrastate location of non-custodial parents who are delinquent in the payment of child support or who have not supported their child(ren), and to establish and enforce child support orders.

In 1996, the federal government mandated the Financial Institution Data Match (FIDM) program. It resulted in a partnership between the federal child support program and the nation's financial institutions to identify financial accounts belonging to delinquent obligors. The FIDM program requires each Title IV-D state to implement quarterly matching of delinquent noncustodial parents to the accounts maintained at financial institutions. FIDM is a feature of the IDEC program which locates the financial assets of delinquent non-custodial parents in participating states. MDHS (hereinafter Contractor) shall provide KYOAG, DCSS (hereinafter DCSS) with IDEC FIDM computer information services pursuant to this agreement. This MOA is effective from July 1, 2025, through June 26, 2026. Terms of this contract shall be interpreted to be consistent with federal requirements set forth by 42 USC 651 et. Seq., and child support activities shall be carried out in accordance with all applicable laws.

### SECTION 2. SCOPE OF AGREEMENT

KYOAG DCSS has concluded that either state personnel are not available to perform said function, or it would not be feasible to utilize state personnel to perform said function; and the Contractor is available and qualified to perform such function; and for the abovementioned reasons, the state agency desires to avail itself of the services of the Contractor.

Therefore, the Contractor shall provide DCSS with IDEC FIDM computer information services for parents in Title IV-D cases in any states under binding legal agreement to the Contractor for the purpose of participating in the IDEC project. The scope of work between the Contractor and

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DCSS shall include obligations from both parties, and all agreements of, and work accomplished between the parties shall abide by all applicable federal and state statutes and regulations as currently in effect.

The Contractor shall:

1. Serve as the Seat Agency for IDEC operations through June 30, 2026. The IDEC Director and supporting staff will be housed in the Seat Agency and administratively report to the Chairperson of the IDEC Policy Board. DCSS shall permit the Contractor's executive head, or his/her designee, to serve as Chairperson of the IDEC Policy Board;
2. Establish the office of IDEC Manager and provide the funding to retain said Manager and provide clerical and technical support staff and indirect services in conjunction with said office;
3. Advise the IDEC Policy Board on both financial and contractual matters;
4. Assume all financial management responsibilities for the direct operations of IDEC or for contracting with a third party for IDEC computer information services as shown on the Cost Distribution Table of IDEC Participating States (CDT). The Contractor shall further assume financial management responsibilities for the communications network cost as shown on the CDT;
5. Provide detailed financial records to DCSS relating to charges made for services rendered under this contract;
6. Be responsible for conducting audits through the Mississippi Department for Internal Audits Division and as otherwise required by Kentucky or federal law, regulation or policy. Audit information will be provided to DCSS upon written request to the Contractor;
7. Deliver all services in accordance with all commitments and assurances as set forth in all DCSS grant awards with respect to goals, strategies, funding and outcomes made by DCSS as required by, and contained in, grant applications to federal agencies, foundations, and other agencies providing grant funding and in the resulting award notices from those agencies. Further, Contractor shall deliver all services in accordance with all final federally funded grant award terms and conditions, including federal reporting and expenditure requirements, for any federally funded proposed project developed jointly by the Contractor and DCSS and submitted to a federal agency;
8. Abide by the HIPPA Privacy Rule contained in 45 CFR Parts 160 and 164, and established under the Health Insurance Portability and Accountability Act, Public Law 104-191 at 42 USC 1320 (d);
9. Maintain all records pertaining to this contract for a period of not less than three (3) years after all matters pertaining to this contract are resolved in accordance with applicable federal and/or state laws, regulations and policies except as may otherwise be specified in this Contract;
10. Maintain and implement a Business Continuity Plan, Disaster Recovery Plan, and Information Security Plan, which shall detail the steps the Contractor will take in the event of an outage or failure of either the Contractor's or DCSS's data or communication or technical support system. Such plans shall enable the Contractor to continue to meet all requirements of DCSS should any such event occur. All costs associated with activating and sustaining execution of all plans shall be borne by the Contractor. The Contractor shall provide a copy of its' plans to DCSS upon request.

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11. The Contractor shall comply with applicable provisions of the Privacy Act of 1974 at 5 USC 552a, and all other state and federal rules, regulations and policies which govern access to, and use of information and data used under this agreement. No data or information shall be used by either party for any purpose not expressly delineated, defined and authorized in this contract. All employees and subcontractors shall be instructed to use the same degree of care toward all information and data used under this agreement.

OCSS shall:

1. Have the responsibility for contract monitoring activities which shall be carried out by KYOAG DCSS Office of Program Services using a contract monitoring tool created by DCSS;
2. Pay the charges for use of IDEC;
3. Work with the IDEC Seat Agency in both maintaining IDEC operation, maintaining current data sources for IDEC and developing additional data sources for IDEC use in the Commonwealth of Kentucky;
4. Attend and participate in general conferences, workshops and training sessions involving participating IDEC states;
5. The DCSS Chief, or his/her designee shall serve as a member of the IDEC participating states;
6. Provide a file of Title IV-D non-custodial obligors for FIDM on media as agreed upon using the format specified in the most recent version of the Federal OCSS Financial Data Match Specifications Handbook. This file shall be provided to the Contractor by DCSS no later than the 10<sup>th</sup> day of each quarter;
7. Remit monthly payments for invoices for use of the FIDM Component of IDEC as well as the monthly Seat Agency administrative charge;
8. Have security and confidentiality statements signed and on file for all staff having access to the FIDM data.

### **SECTION 3. PRICING and INVOICE REQUIREMENTS**

Contractor and KYOAG DCSS agree that funding from this Agreement distributed through subsequent agreements with other entities shall not be issued as a “subrecipient” agreement or a subaward of federal financial assistance.

The annual cost for Kentucky DCSS is \$62,664. Said amount includes a monthly FIDM charge and a monthly seat agency charge.

Invoices for payment shall be submitted electronically to [CSEINVOICES@ky.gov](mailto:CSEINVOICES@ky.gov). The Contractor agrees that invoices must be submitted monthly and no later than thirty (30) calendar days after completion of the service period. DCSS agrees that payment shall be conditioned upon receipt of appropriate, accurate and acceptable invoices submitted in a timely matter. The parties mutually agree that all invoices must include a minimum of the following information:

The invoice must include at a minimum:

1. Vendor's name and address.

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2. PON2 number that invoice(s) use for funding.
3. Clearly list dates of service (from and to).
4. Date of Invoice (date invoice is prepared).
5. Total amount due for the current billing cycle.
6. Cumulative total for all invoices to date.

All invoices that do not contain the requirements above will be rejected as incomplete and sent back to the Contractor by DCSS for re-invoicing.

#### **SECTION 4. GENERAL TERMS AND CONDITIONS**

DCSS acceptance of the Contractor's offer indicated by the issuance of this Contract and approved by the Division of Procurement and Grant Oversight the Finance and Administration Cabinet and filed with the Government Contract Review Committee shall create a valid Contract between the Parties consisting of the following:

1. This written agreement, all attachments thereto, and any subsequent written amendments to this Agreement; and
2. The Contractor 's final written budget or proposal.

In the event of any conflict between or among the provisions contained in the Contract, the order of precedence shall be as enumerated above. Signature to this contract also serves to bind the Contractor. This contract is effective between the parties as of the effective date specified above or date of signature and filing by all parties, whichever is later; however, monthly charges for IDEC services which may have been provided on an interim basis prior to the effective date of the contract and any subsequent renewals or extensions, shall be reimbursed at the current Seat Agency cost rate, unless the parties have agreed otherwise in writing. The Terms and Conditions of this Contract may be extended or amended for price for services only.

Pursuant to 200 KAR 5:311, no modification or change of any provision in the Contract shall be made, or construed to have been made, unless such modification is mutually agreed to in writing by the Contractor and the Commonwealth; and incorporated as a written amendment by the Department prior to the effective date of such modification or change. Modification shall be subject to prior approval from the Secretary of the Finance and Administration Cabinet, or this authorized designee, and the LRC Government Contract Review Committee. Memoranda of Understanding, written clarification, and/or correspondence shall not be construed as amendments to the Contract.

If the Contractor finds at any time that existing conditions make modification of the Contract necessary, it shall promptly report such matters to the KYOAG DCSS Office of General Counsel for consideration and decision.

Unless otherwise instructed, all notices, consents, and other communications required and/or permitted by the Contract shall be in writing.

Pursuant to KRS 45A.725, LRC has established policies which govern rates payable for certain professional services. These are located on the LRC webpage and would impact any contract established under KRS 45A.690 - 45A.725, where applicable.

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A link to the LRC webpage is as follows:

See: <https://apps.legislature.ky.gov/moreinfo/Contracts/homepage.html>

The Contractor acknowledges that the State of Kentucky has determined it is unable to expressly agree to be named as a Defendant in any county/state other than Franklin County, Kentucky, per its state law. Prior to initiating any suits or actions for the enforcement of the obligations of this contract and for every breach thereof, the IDEC Contracting Agency and the IDEC Seat Agency shall first consult with each other, in good faith, to settle the dispute. In the interest of furthering the parties' contractual relationship for the betterment of its citizens, the parties agree that the State of Mississippi is the IDEC Seat Agency. The parties also understand that Mississippi intends to assert Mississippi law and venue in the State of Mississippi, Hinds County, about disputes arising from this contract. Notwithstanding this intention, each party retains its right to assert all defenses to litigation if any shall occur.

The Contractor certifies that it is legally entitled to enter into this Contract with the Commonwealth of Kentucky, and by holding and performing this Contract, The Contractor will not be violating either any conflict of interest statute (KRS 45A.330-45A.340, 45A.990, 164.390), nor KRS 11A.040 of the executive branch code of ethics, relating to the employment of former public servants.

The Contractor certifies that neither The Contractor nor any member of The Contractor's immediate family having an interest of ten percent (10%) or more in any business entity involved in the performance of this Contract, has contributed more than the amount specified in KRS 121.056(2), to the campaign of the gubernatorial candidate elected at the election last preceding the date of this Contract. The Contractor further swears under the penalty of perjury, as provided by KRS 523.020, (i) that The Contractor represent, has not knowingly violated any provisions of the campaign finance laws of the Commonwealth, and (ii) that the award of a contract to him/her or the company represent will not violate any provisions of the campaign finance laws of the Commonwealth.

The Parties expressly agree that no provision of this Contract constitutes a waiver by the DCSS or the Commonwealth of Kentucky, the Contractor or the State of Mississippi of any immunities from suit or from liability that the DCSS or the Commonwealth of Kentucky, the Contractor or the State of Mississippi may have by operation of law.

Neither Party shall be liable for public utility performance (e.g., Postal Service, Telephone, or Water Company) or for the consequence of public utility non-performance. Events or conditions beyond the reasonable control of the Parties, such as natural disasters, fires, floods, elements, transportation crashes, a pandemic requiring the issuance of a State of Emergency Declaration by the Governor of the Commonwealth of Kentucky, or utility failures shall not be construed as non-performance, nor shall reductions be applied as a result of such events, provided that the DCSS shall have the right to obtain the necessary services elsewhere in the event of such non-performance by the Contractor and the Parties shall negotiate in good faith any appropriate offset to the compensation payable under this Contract. The Contractor shall cooperate and shall require that any Subcontractor cooperate with the Commonwealth in such event. The existence of such causes of delay or failure will extend the period of performance in the exercise of reasonable diligence until after the causes of delay or failure have been removed. Each Party must inform the other, orally or in writing, as soon as possible of the existence of a force majeure event. To preserve this right as a defense each Party must inform the other in writing, with confirmation of receipt,

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within twenty (20) business days of the existence of a force majeure event or otherwise waive this right as a defense.

All services provided by the Contractor under the terms and conditions of this Contract shall be delivered in accordance with:

1. All applicable federal and state statutes and regulations as they are currently in effect;
2. All commitments and assurances as set forth in all the Commonwealth grant awards with respect to goals, strategies, funding, and outcomes made by the Commonwealth as required by and contained in grant applications to federal agencies, foundations, and other agencies providing grant funding and in the resulting award notices from those agencies; and
3. All final federally funded grant award terms and conditions, including federal reporting and expenditure requirements, for any federally funded proposed project developed jointly by the Contractor and the DCSS and submitted to a federal agency.

The Contractor agrees to maintain all records pertaining to this Contract for a period of not less than three (3) years after all matters pertaining to this Contract (e.g., audit, settlement of audit exceptions, disputes, etc.) are resolved in accordance with applicable federal and/or state laws, regulations, and policies (except as may otherwise be specified in this Contract).

The Contractor shall comply with the state and federal rules and regulations governing access to and use of information and data provided by the OCSS or collected by the Contractor and will use such information or data only for those purposes expressly delineated, defined, and authorized in this Contract. The Contractor shall comply with the applicable provisions of the Privacy Act of 1974, 5 U.S.C. § 552a. The Contractor shall instruct its employees to use the same degree of care as it uses with its own data to keep confidential information concerning client data, the business of the Commonwealth, its financial affairs, its relations with its citizens and its employees, as well as any other information that may be specifically classified as confidential by the Commonwealth in writing to the Contractor. The Contractor agrees to ensure that all confidential information and data shall remain confidential. The Contractor shall have an appropriate agreement with its employees to that effect.

The Contractor agrees to abide by the "HIPAA Privacy Rule," 45 CFR Parts 160 and 164 established under the Health Insurance Portability and Accountability Act, Public Law 104-191 (42 USC 1320d).

It is agreed by the Parties that in the event of breach of contract by the Contractor, DCSS may pursue any remedy available to it pursuant to this Contract, or to the provisions of KRS Chapter 45A, or any remedy that is available to it by law. The remedies available to DCSS may be invoked without regard to the existence of any other available remedy and may include the enforcement of any holdback provision or payment of any specified liquidated damages by the Contractor to the Commonwealth for noncompliance as provided for in this Contract.

The Contractor shall not refer to the Award of Contract in commercial advertising in such a manner as to state or imply that the firm or its services are endorsed or preferred by the Commonwealth of Kentucky.

## **SECTION 5. FEDERAL REQUIREMENTS**

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If federal funds are utilized, the Contractor is responsible for complying with all provisions of 2 CFR Part 200, Appendix II, regarding Contract provisions for non-federal entity Contracts under federal award, including the following:

1. In accordance with Federal Acquisition Regulation 52.209-5, 2 CFR 180.300, 2 CFR 200.318, 2 CFR 200.303, and FAP 111-59-00 the Contractor shall certify, by signing the Solicitation, that to the best of its knowledge and belief, the Contractor and/or its Principals is (are) not presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any state or federal agency. If debarred during the life of the contract, the Contractor shall notify the Commonwealth buyer of record within seventy-two (72) hours of the federal debarment.
2. For the purposes of this certification, "Principals," means officers, directors, owners, partners, and persons having primary management or supervisory responsibilities within a business entity (e.g., general manager, plant manager, head of subsidiary, division, or business segment, and similar positions.



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## **Memorandum of Agreement Standard Terms and Conditions**

### **Revised May 2025**

#### **1.00 Effective Date**

All Memorandum of Agreements are not effective until the Secretary of the Finance and Administration Cabinet or his authorized designee has approved the agreement and until the agreement has been submitted to the government contract review committee. However, in accordance with KRS 45A.700, memoranda of agreement in aggregate amounts of \$50,000 or less are exempt from review by the committee and need only be filed with the committee within 30 days of their effective date for informational purposes.

KRS 45A.695(7) provides that payments on personal service contracts and memoranda of agreement shall not be authorized for services rendered after government contract review committee disapproval, unless the decision of the committee is overridden by the Secretary of the Finance and Administration Cabinet or agency head if the agency has been granted delegation authority by the Secretary.

The vendor shall be paid, upon the submission of proper invoices to the receiving agency at the prices stipulated for the supplies delivered and accepted, or services rendered. Unless otherwise specified, payment will not be made for partial deliveries accepted. Payments will be made within thirty (30) working days after receipt of goods or a vendor's invoice in accordance with KRS 45.453 and KRS 45.454.

#### **2.00 Cancellation Clause**

Both parties shall have the right to terminate and cancel this contract at any time not to exceed thirty (30) days' written notice served on the Contractor by registered or certified mail.

#### **3.00 Funding Out Provision**

The state agency may terminate this agreement if funds are not appropriated to the contracting agency or are not otherwise available for the purpose of making payments without incurring any obligation for payment after the date of termination, regardless of the terms of the agreement. The state agency shall provide the Contractor thirty (30) calendar day's written notice of termination of the agreement due to lack of available funding.

#### **4.00 Reduction in Contract Worker Hours**

The Kentucky General Assembly may allow for a reduction in contract worker hours in conjunction with a budget balancing measure for some professional and non-professional service contracts.

If under such authority the agency is required by Executive Order or otherwise to reduce contract hours, the agreement will be reduced by the amount specified in that document. If the contract funding is reduced, then the scope of work related to the contract may also be reduced commensurate with the reduction in funding. This reduction of the scope shall be agreeable to both parties and shall not be considered a breach of contract.

#### **5.00 Access to Records**

The state agency certifies that it is in compliance with the provisions of KRS 45A.150, "Access to contractor's books, documents, papers, records, or other evidence directly pertinent to the contract." The Contractor, as defined in KRS 45A.030, agrees that the contracting agency, the Finance and Administration Cabinet, the Auditor of Public Accounts, and the Legislative Research Commission, or their duly authorized representatives, shall have access to any books, documents, papers, records, or other evidence, which are directly pertinent to this agreement for the purpose of financial audit or program review. The Contractor also recognizes that any books, documents, papers, records, or other evidence, received during a financial audit or program review shall be subject to the Kentucky Open Records Act, KRS 61.870 to 61.884. Records and other prequalification information confidentially disclosed as part of the bid process shall not be deemed

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as directly pertinent to the agreement and shall be exempt from disclosure as provided in KRS 61.878(1)(c).

#### **6.00 Violation of tax and employment laws**

KRS 45A.485 requires the Contractor and all subcontractors performing work under the contract to reveal to the Commonwealth any final determination of a violation by the Contractor within the previous five (5) year period of the provisions of KRS chapters 136, 139, 141, 337, 338, 341, and 342. These statutes relate to corporate and utility tax, sales and use tax, income tax, wages and hours laws, occupational safety and health laws, unemployment insurance laws, and workers compensation insurance laws, respectively. Disclosure of any violations is required prior to the award of any state contract and throughout the duration the contract.

Failure to disclose violations, shall be grounds for the Commonwealth's disqualification of a contractor or subcontractor from eligibility for future state contracts for a period of two (2) years.

To comply with KRS 45A.485, the Contractor and all subcontractors performing work under this contract shall report any such final determination(s) of any violation(s) within the previous five (5) years to the Commonwealth by providing a list of the following information regarding any violation(s): (1) specific KRS violated, (2) date of any final determination of a violation, and (3) state agency which issued the final determination.

A list of any disclosures made prior to award of a contract shall be attached to the contract. The Contractor affirms that it has not violated any of the provisions of the above statutes within the previous five (5) year period, aside from violations explicitly disclosed and attached to this contract. Contractor further affirms that it will (1) communicate the above KRS 45A.485 disclosure requirements to any subcontractors and (2) disclose any subcontractor violations it becomes aware of to the Commonwealth.

#### **7.00 Nondiscrimination**

The Equal Employment Opportunity Act of 1978 (the "Act"), KRS 45.560 to 45.640, applies to all State government contracts or subcontracts in an amount exceeding \$500,000. The contractor shall comply with all terms and conditions of the Act.

During the performance of this contract, the Contractor agrees as follows:

- (a) The Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin or.
- (b) The Contractor shall take affirmative action in regard to employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination rates of pay or other forms of compensation, and selection for training, so as to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, religion, sex, age forty (40) and over, disability, veteran status, and national origin. Such action shall include, but not be limited to the following::
- (c) The Contractor shall state in all solicitations or advertisements for employees placed by or on behalf of the Contractor that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, age forty (40) and over, disability, veteran status, or national origin.
- (d) The Contractor shall post notices in conspicuous places, available to employees and applicants for employment, setting forth the provisions of this non-discrimination clause.

The Contractor shall send a notice to each labor union or representative of workers with which he/she has a collective bargaining agreement or other contract

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or understanding advising the said labor union or workers' representative of the Contractor's commitments under this nondiscrimination clause.

The Contractor's noncompliance with the nondiscrimination clauses of this contract shall constitute a material breach of the contract.

Each Contractor shall, for the length of the contract or at the point at which the contract is covered by this Act and until its conclusion, furnish such information as required by the Act and any rules, regulations and orders issued pursuant thereto and permit access to all books and records pertaining to his employment practices and work sites by the contracting agency and the Cabinet to ascertain compliance with the Act.

This section applies to agreements disbursing federal funds, in whole or part, only when the terms for receiving those funds mandate its inclusion.

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## Approvals

This contract is subject to the terms and conditions stated herein. By affixing signatures below, the parties verify that they are authorized to enter into this contract and that they accept and consent to be bound by the terms and conditions stated herein. In addition, the parties agree that (i) electronic approvals may serve as electronic signatures, and (ii) this contract may be executed in any number of counterparts, each of which when executed and delivered shall constitute a duplicate original, but all counterparts together shall constitute a single contract.

### 1st Party:

Amy Burke  
Signature

Amy Burke  
Printed Name

Office of Management & Budget

Title

06/25/2025

Date

### 2nd Party: Signed by:

Wendy Shelton  
Signature

wendy shelton  
Printed Name

Attorney Supervisor

Title

6/25/2025

Date

### Approved as to form and legality:

Stacy Byrns Taulbee  
Attorney