



State of Wisconsin
Department of Employee Trust Funds
4822 Madison Yards Way
Madison, WI 53705-9100
P. O. Box 7931
Madison, WI 53707-7931

Contract

Commodity or Service:

Contract No./Request for Proposal No:

Staffing Services for Professional Non-Employee Positions

ETI0003 – Amendment #2

Contract Period: October 29, 2020 through November 1, 2024, followed by 1 optional, 1-year renewal.

1. This Contract is entered into by the State of Wisconsin Department of Employee Trust Funds (Department), and **Kforce Inc.** (Contractor). Contractor's address and principal officer appear below. The Department is the sole point of contact for this Contract.
2. The Department agrees to direct the purchase and Contractor agrees to supply the Contract requirements in accordance with the documents specified in the order of precedence below, which are hereby made a part of this Contract by reference.
3. For purposes of administering this Contract, the order of precedence is:
 - (a) This Contract Amendment #2;
 - (b) The Contract between Contractor and the Department signed October 29, 2020;
 - (c) Exhibit A;
 - (d) [2023 Updated Appendix 5 – Contractor & Consultant Policy](#);
 - (e) [Updated Appendix 9 – Department Terms and Conditions dated 07-01-2020](#);
 - (f) [Updated Appendix 11 – Contracted Personnel Confidentiality Agreement](#);
 - (g) Request for Proposal (RFP) ETI0003 dated April 17, 2020, including all appendices, and Q & A dated April 29, 2020;
 - (h) Contractor's Proposal dated May 8, 2020; and,
 - (i) ETI0003 Rate Card.
4. RFP pg. 26, 9.2 Payment Terms, 9th Bullet, is hereby amended to read:

Invoices must reference the PO. Vendors must e-mail each worker's combined timesheet and invoice bi-weekly to ETFSMBAccountsPayable@etf.wi.gov.
5. ETF will have a standardized feedback loop to measure staffing company quality by confidentially surveying the people that a staffing company places at ETF ("Workers"). Staffing company agrees that:
 - (a) ETF will conduct the survey.
 - (b) ETF will determine the survey tool.
 - (c) ETF may choose to but need not share results with the staffing company.
 - (d) To maintain the survey's integrity, the names of Workers who participated will be held confidential from the staffing company. Staffing company will not penalize or retaliate against any Worker for responding to ETF's survey.
 - (e) ETF will conduct the survey at least annually, or more often, at ETF's discretion.
6. Staffing company agrees to participate in ETF's affirmative action efforts to the extent permitted by applicable law. Specifically,
 - (a) After internally identifying qualified candidates to present to ETF, before staffing companies turn in a Position Request, staffing companies agree to reach out to their candidates and let them know the following:
 - a. Candidates can choose to identify themselves as within the following three groups:
 - i. persons with disabilities,
 - ii. minorities; and/or,
 - iii. women.Source for groups: [Instructions for Contractors Affirmative Action Requirements - Contract Compliance Program - DOA-3021P \(R04/2013\)](#)

- b. If the candidate identifies as one or more of the three groups, the staffing company agrees to include this information with the *e-mail* that accompanies a completed Position Request and resume. ETF will remove this information before forwarding the Position Request and resume to ETF’s hiring manager. Staffing company will **not** include this information on the resume. ETF is requesting this information solely for the purpose of ensuring a qualified, diverse candidate pool for contractor positions. Self-identification by a potential candidate as belonging to one or more of these three groups will not be considered by ETF in the hiring process.
- c. If not provided up to then and applicable, ETF will gather this information from other ETF records provided by the candidate.

- (b) Internally, ETF will follow up with hiring managers to gather data regarding why –
 - a. A candidate was not interviewed.
 - b. A candidate was not made an offer.

- (c) ETF will check in with staffing companies during the quarterly scorecard review regarding how many people who voluntarily self-identified as being in one or more of the three groups were (1) submitted as candidates, (2) interviewed, and (3) had their services procured – for all of the Position Requests that went out during that period. ETF or the staffing company may suggest ways to increase the diversity of the candidate pools the staffing company sources.

7. ETF reserves the right to use Other Positions as Needed rates anytime, including where a recruitment did not result in a placement and needs to be re-solicited. ETF reserves the right to allow staffing companies to partner with other professional recruiting firms for such efforts and re-coup the cost within the Other Positions as Needed hourly rate. ETF encourages the participation of certified MBE’s and disabled veteran owned businesses in such efforts.

Contract Number & Service: ETI0003 – Amendment #2 Staffing Services for Professional Non-Employee Positions

Amendment #2 shall become effective upon the date of the last signature below.

State of Wisconsin Department of Employee Trust Funds
Address: 4822 Madison Yards Way, 8 th Floor P.O. Box 7931 Madison, WI 53707-7931
By (print the name of person authorized to legally sign this document and bind the agency):
Pamela S. Henning
Title (print title of person named above):
Assistant Deputy Secretary

Signature: <i>Pamela S Henning</i>
Date: 11/1/2023

Kforce Inc.
Address: 1001 E Palm Avenue Tampa, FL 33605
Taxpayer ID Number (for payment purposes): [REDACTED]
By (print the name of person authorized to legally sign this document and bind the entity):
Daniel Mullen
Title (print title of person named above):
Region SVP

Signature: <i>Dan Mullen</i>
Date: 10/31/2023

Exhibit A

In Department Terms and Conditions, Rev. Date: 07-01-2020, [ETI0003 - Updated Appendix 9](#):

1. Remove 6.1.
2. Remove 6.2.
3. Remove 28.0(e)
4. Insert: **28.0(e) SAFEGUARD STANDARD:** Contractor agrees to protect the security of Confidential Information according to all applicable laws and regulations by generally accepted information risk management security control frameworks, standards or guidelines such as the ISO/IEC 27000-series, NIST800-53, CIS Critical Security Controls for Effective Cyber Defense or HIPAA Security Rule – 45 CFR Part 160 and Subparts A and C of Part 164 and no less rigorously than it protects its own confidential information, but in no case less than reasonable care. Contractor will implement, maintain and use appropriate administrative, technical and physical security measures to preserve the confidentiality, integrity and availability of the Confidential Information. Contractor will ensure that all security measures are regularly reviewed including ongoing monitoring, monthly vulnerability testing and penetration and security incident response tests, to address evolving threats and vulnerabilities while Contractor has responsibility for the Confidential Information under the terms of this Agreement.