

ATTACHMENT B- SAMPLE CONTRACT

MASTER SERVICES AGREEMENT

Contract #000000000000000000029868

This Master Services Agreement (“Contract”), entered into by and between the State of Indiana through the Indiana Department of Administration (the “State”) and INSERT NAME OF AWARDED VENDOR (the “Contractor”), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Duties of the Contractor

The Indiana Department of Administration on behalf of All State Entities here in referred to as (“State”) is establishing a quantity purchase agreement (QPA) for Electronic Payment Cards and related services. The Contractor shall provide these services and commodities necessary to the State as set forth in RFP #19-037, the Contractor’s response, and clarifications, attached hereto in specific exhibits and made a part of this Contract herein by reference. The following contract exhibits are hereby included in this Contract and incorporated herein by reference as follows:

- Exhibit A** = State of Indiana Pricing
- Exhibit B** = Initial Agency Statement of Work (SOW)/Scope
- Exhibit C** = New Scope of Service Delivery (SSD) Templates
 - Exhibit C-1** = Scope of Work (SOW) Template
 - Exhibit C-2** = Participating Addendum (PA) Template
- Exhibit D** = Service Level Agreements
- Exhibit E** = Performance Metrics
- Exhibit F** = Contractor Performance Reviews
- Exhibit G** = Project Plan Template
- Exhibit H** = Change Request/ Agreement Template
- Exhibit I** = Definitions and Abbreviations
- Exhibit J** = Implementation Plan
- Exhibit K** = RFP #19-037 Documentation

The duties of the Contractor are set forth, attached hereto, and fully incorporated herein:

A. Entities Eligible to Utilize Contract

1. State Agency
As defined in IC 4-13-1, “state agency” means an authority, board, branch, commission, committee, department, division, or other instrumentality of the executive, including the administrative, department of state government.
2. K-12Indiana
The Contractor shall extend the pricing and services under this Contract to all K-12 entities and work with Educational Service Centers (ESC) to provide access and the means to make purchases through the K-12Indiana purchasing portal which can be accessed at K12Indiana.com.
3. LibraryIndiana
The Contractor shall extend the pricing and services under this Contract to all Indiana Libraries and work with the State to provide access and the means to make purchases through the LibraryIndiana purchasing portal which can be accessed at LibraryIndiana.com.
4. Extension of Other Governmental Entities/OneIndiana
The Contractor shall extend the pricing and services under this Contract to all other governmental entities within the State of Indiana (“Governmental Entities”). Other Governmental Entities are defined as: An agency, board, a branch, a

bureau, a commission, a council, a department, an institution, an office, or another establishment of any of the following: (1) The judicial branch (2) The legislative branch (3) A political subdivision (includes towns, cities, local governments, etc.) (4) A State educational institution.

5. Unless otherwise specified within this Contract, the term "Agency" shall refer to entities/procurement initiatives 1 -4 as set forth in **Section A**. Entities Eligible to Utilize Contract. Ordering and/or usage instructions exclusive to State Agencies or Governmental Entities shall be identified within each article.

B. Parties of the Contract

1. "State" -the State of Indiana. All rights, responsibilities, terms, conditions, and requirements will be extended to all State Agencies and Other Governmental Bodies, including entities/procurement initiatives 1 -4 as set forth in **Section A. Entities Eligible to Utilize Contract**, even if they are not directly utilizing or intending to utilize this contract including, but not limited to the Indiana Office of Technology ("IOT"), the Office of the Attorney General ("OAG"), the Inspector General ("IG"), State Board of Accounts ("SBOA"), State Personnel Department ("SPD") and the Indiana Department of Administration ("IDOA").
2. State Agency- As defined in IC 4-13-1, "state agency" means an authority, board, branch, commission, committee, department, division, or other instrumentality of the executive, including the administrative, department of state government.
3. Other Governmental Entities (Also referred to as "Other Governmental Bodies" and "Governmental Bodies") - An agency, board, a branch, a bureau, a commission, a council, a department, an institution, an office, or another establishment of any of the following: (1) The judicial branch (2) The legislative branch (3) A political subdivision (includes towns, cities, local governments, etc.) (4) A State educational institution.
4. For this agreement, "User Agency" will be used to clarify the specific Agency that is utilizing or intending to utilize the Contract that provides or would provide funding to the Contractor to pay specific people.
5. IDOA will reserve the sole right to define any party, designate responsibility, and assign authority throughout the life of the Contract. Any ambiguity will be settled on a case by case basis.

C. Restricted Items

The Contractor shall not supply any items or services that are restricted and/or part of existing State of Indiana QPA's or "state use" contracts unless authorized in writing by the IDOA Vendor Manager. Restricted categories included but not limited to: furniture, computer hardware and peripherals, computer software, telephone and telephone accessories, food and beverages, general industrial supplies, safety and security supplies, tools, chemical (janitorial) supplies, cleaning products and supplies, paper products (bath tissue, paper towels and facial tissue), office machine equipment.

D. Actual Damages

In the event that personal and/or confidential information is disclosed by the Contractor as a result of circumstances, including any data or security breaches, the State, to include the Indiana Department of Administration and any and all state agencies or bodies utilizing the services described herein, shall be entitled to actual damages along with fines or penalties, if any, assessed against the State. The Contractor shall also be liable and responsible to any individual who has been harmed or damaged by such disclosure and shall indemnify and hold harmless the State against any and all claims or causes of action arising from such breach, including all attorney fees. The State will calculate such damages and provide the total to the Contractor in writing. One or more incidents of personal and/or confidential information disclosure may be considered, at the State's sole discretion, grounds for the State to terminate the agreement for default.

E. Implementation/ Transition

The Contractor shall meet with the State and form an Implementation Plan (also referred to as Conversion Plan and Transition Plan) complete with timeline for the overall Contract Deployment, and when other Agencies wish to join the Contract, that is compliant with all requirements in this contract including, but not limited to change and project requirements. The Contractor shall customize the program to fit the State's needs and desires for a successful program by meeting a minimum of one meeting per week during the implementation (Conversion and Transition) process.

1. Implementation/ Transition Process

The Contractor shall complete the Implementation (also referred to as Transition) project in the following phases, and the Contractor shall provide a draft and final copy of the Project Plan to the IDOA Vendor Manager:

a) Initiation

- i. The Contractor shall conduct a kick-off meeting with appropriate State staff from each participating State Agency to be held at the State's office in Indianapolis, IN. During the kick-off meeting, the Contractor shall elaborate on the general approach, plan, and methods for implementing their solution(s) in Indiana. This meeting should occur no later than 15 days of the Effective Contract Date. During this meeting, the Contractor shall present, among other things, its proposed Project Transition Plan for State review.
- ii. The Contractor shall ensure the needs of the State are adequately defined, by engaging with the State in High-level discussions on phase deliverables during Project Initiation and identify priorities that need to be completed through the implementation for a smooth transition. Additionally, the high-level barriers, potential problems, and roles and responsibilities of the project shall be summarized at this time.
- iii. Through this evaluation the Contractor will create a report for each agency and send a copy to the agency and a copy to the Vendor Manager. This report will detail the findings, expectations, and anything else specific to the agency that is relevant to the implementation including, but not limited to any recommendations the contractor may have. The Contractor will serve as an expert in the Electronic Payment Card Industry and provide technical experts, they will act in good faith to make recommendations that are in the best interest of the State.
- iv. This should help the Agency fill out and complete their respective "Scope of Work" or "Participating Addendum". It also should guide Project Plans and other necessary requirements of the Contract. This is not the only help or assistance the Contractor will provide to the agencies when filling out sub-agreements. This does not waiver or replace any duties of the Contractor as stipulated in other sections of this agreement. After the implementation the Contractor will continue to help the agency with their Sub-agreement anytime the agency needs to make a change.

b) Planning

- i. The Contractor shall establish business and process requirements and schedule of the project (including a list of deliverables and delivery dates). The Planning Phase shall

involve identifying and documenting the project scope, tasks, schedules, risk, quality, and staffing needs. This identification process continues until all possible areas of the chartered project have been addressed.

- ii. The Contractor must prepare a Transition Plan detailing its assumption of the work detailed in this Contract from the vendor currently providing these services to the State. The Transition Plan must include detailed steps and procedures necessary to prepare for, transition, and provide all services required for the SVC Program and this Contract with minimal disruption to Agencies, State, Cardholders, and other stakeholders. This Plan must include details on how the Contractor plans to interface with the current vendor to transfer data and responsibilities during the transition. The State shall approve the final plan and may require changes to the plan.
- iii. All agencies specifically listed in the RFP must be fully transitioned before December 31, 2019. All other Implementations, Transitions, Conversions deadlines will be in an executed Project Plan. The Contractor will follow the proposal process until an executed Project Plan exists. The Contractor must honor any dates the State deems imperative. The Contractor must drive to imperative dates and deadlines within the Project Plan and provide adequate support and work with all the agencies to meet this deadline. In events where deadlines are the responsibility of the agency, the Contractor must clearly explain to the agency what is required and when it is required. Leading up to the deadline the Contractor must make multiple follow-ups and reminders. The Contractor must provide, accurate, helpful, and clear responses quickly to any and all questions as this could delay work and cause errors if not handled properly. If the Contractor fails to complete any step of any implementation timeline within the allotted amount of time, Contractor will pay the associated administrative fees within **Exhibit E – Performance Metrics**. There will be no limit on amount of times or instances the State can accept on any issue or administrative fees. If the Contractor believes the agency caused the delay they must provide all documentation and explanation of delays for IDOA determination. The Contractor will honor IDOA determination once officially made. The Contractor will follow this process and requirements for transition at the termination of this Contract as well.
- iv. The Contractor must propose a Transition Plan that supports a fully tested transition of services prior to the expiration of the current contract and ideally with sufficient buffer should there be unforeseen circumstances related to the Transition.
- v. The plan must provide a detailed timeline for coordination and completion of the system conversion, testing, and services transition including:
 1. A description of the overall approach;
 2. The order in which transition activities will occur;
 3. Tasks to be performed;
 4. Parties responsible for the completion of each task;
 5. A backup plan if any or all of the transition activities are delayed;

6. Training of State staff;
7. Customer service;
8. The timeframe for the conversion of Cardholder accounts to the Contractor's system, including a backup date;
9. Testing procedures, verification, and validation of the migration process;
10. All contractual requirements for projects and the system.
11. Quality Assurance checkpoints and critical paths.

c) Execution and Control

- i. The Contractor's implementation team must carry out the project and perform project activities. The Contractor must include Internal Quality Assurance testing on accepting and reading the files, the dispersing of funds, and accurate card read outs. Once the internal Quality Assurance requirement for functionality and operability have been satisfied, the Contractor shall offer the project to the State for testing. This process will continue until the State is satisfied that the application meets the Contractor's contractual obligations, as well as the specifications defined in the respective Project Plan.
- ii. Transition-In Phase
 1. The Contractor shall perform Transition-In duties in alignment with the Transition Plan.
 2. During the transition, it is critical that Cardholders are not negatively impacted in their ability to obtain their benefits. Any system outage required to accommodate the transition must occur during a timeframe when impacts to the Cardholder community are minimized.
 3. During the transition from the current SVC system to the Contractor's system, Cardholder inability to access benefits must not exceed twelve (12) hours. Additionally, there must be no loss or corruption of data. During the transition, the Contractor must complete the following activities:
 - a. Convert Cardholder accounts from the current system to the Contractor's system. For Cardholders, this conversion must be seamless and include a reconciliation of current balances and transfer of balances to the Contractor system;
 - b. Transfer historical data from the current system to the Contractor's system;
 - c. Educate Cardholders before the transition.
 4. Cardholder Account Conversion
 - a. The Contractor must complete the following activities to accomplish Cardholder account conversion:
 - i. Accept all online and offline transaction history transferred from the current SVC system;
 - ii. Provide for the conversion of at least three (3) years of online transaction history into the Contractor's system. An additional two years of history must be

stored offline and be available by ad hoc report;

- iii. Build checkpoints and reconciliation procedures into the conversion process to ensure that conversion is being completed promptly and that no benefits or records are dropped;
- iv. Issue new Cards to replace all Cards in circulation (which will be cancelled), including unpinned Cards; and
- v. Have a contingency plan in case the conversion cannot be completed as scheduled due to problems.

d) Closing

The implementation team shall remain in place 30 days after the date. The team shall continue to meet regularly to discuss: program success, improvement opportunities, end-user feedback, usage data, product changes, Contractor performance, future goals and objectives. The Contractor shall perform Project Closeout once all defined project objectives have been met and the State has accepted the final implementation of the Contract.

2. Implementation – Personnel

The Contractor shall provide a team of qualified experts to assist in the implementation efforts, not for just the Contract Implementation, but also for implementations of other projects and Agencies joining the Contract. The Contractor's team shall be led by an appointed Implementation Manager who shall be responsible for the overall management of the implementation process.

3. Implementation – Communication Tools

a) Implementation Schedule

The Contractor shall provide an implementation project schedule as a document that highlights the tasks required to implement the State's solution. It shall identify respective responsibilities and completion dates for each task. The schedule shall allow the State and Contractor to monitor the entire process and address related issues. The schedule shall be an active document and shall be updated frequently to reflect changing circumstances and implementation progress.

b) Implementation Team Meetings

The Contractor shall schedule with the State weekly implementation team meetings. The Contractor shall prepare Meeting Agendas, shall facilitate the Team meetings, and shall provide Meeting Minutes after conclusion of the Team Meeting by the next business day. Also see

c) Implementation Status Reports

The Contractor shall provide status reports to the State throughout the project's implementation.

4. Training

a) Implementation Training

At no additional cost to the State, the Contractor shall work with the State and User Agencies to provide users an opportunity through a Kick-off event to learn about the program for best outcome of program usage. The Contractor may host other implementation and product shows around the State as well as additional vendor seminars and training at

the direction of the State. As part of the Contractor's duty to provide training at the direction of the State, the Contractor may be required to host training sessions via internet. The Contractor shall use reasonable best efforts to provide training as necessary to facilitate the goals of this Contract.

b) Post-Implementation Training

The Contractor shall continue to provide training as the State requires after implementation.

c) Information Packet

The Contractor will create and maintain an Information Packet for perspective users of the Contract. It will explain how to start using the contract, points of contact, how the contract works, how to effectively use the Contract, detail cards, features for end users, and other helpful information. The Contractor will maintain this for the life of the Contract. The Contractor will supply hard copies and electronic copies of the Indiana Electronic Payment Cards Information Packet. Hard copies will be available upon request, at no cost, to the State. Requests for hard copies should be submitted to Customer Service and provided within one (1) week from request submission. The Contractor shall provide the Information Packet documentation to the State Contract Manager for approval prior to release. The Contractor must maintain this document and ensure everything is accurate for the State and the Contract. The Contractor must provide all updates to the State.

d) User Guides

The Contractor shall provide Roll-out User Guides to Cardholders and Potential Cardholders (determined and identified by the Agencies) Agencies on how to best use the Card, use materials, and all other card related documentation. The Contractor shall provide the User Guide documentation to the State Contract Manager for approval prior to release. The Contractor must maintain this document and ensure everything is accurate for the State and the Contract. The Contractor must provide all updates to the State.

e) Helpful Materials

The Contractor should provide flowcharts, infographics, training materials, and other materials that help users understand relationships, work flows, benefits, interactions, relationships, or other areas that a customer, user agency or IDOA may not understand or find confusing. Upon any request the Contractor will create such materials within seven (7) business days of the request. There should be no limit to this request and all updates requested must be accommodated, by the Contractor. The Contractor must maintain documents requested and ensure everything is accurate for the State and the Contract. The Contractor must provide all updates to the State.

f) New Cardholder Enrollment Packet

Within two (2) days of communication of a Cardholder's enrollment by the State, the Contractor will send the Cardholder the Card and Instructional Materials. The State shall approve the content and form of the Instructional Materials in advance of Contractor's use of these materials. The State's approval shall be required to modify these Instructional Materials. The Contractor must maintain these materials and ensure everything is accurate for the State and the Contract. The

Contractor must provide all updates to the State. The Instructional Materials shall include, at a minimum:

- i. A schedule of fees
- ii. Any Terms and Conditions for the Card and Account
- iii. Card Activation Instructions
- iv. Customer Service contact information
- v. Safety tips
- vi. Information on where and how to use the Card, including how to locate an in-Network ATM
- vii. A description of how to enroll in paperless statements and communications, if applicable (the default being the mailing of paper statements)
- viii. A description of how Cardholder activates the Card by dialing the Contractor's toll-free customer service number and the number.
- ix. A description of how Cardholder activates the Card by online and mobile application.

g) Webpages

The Contractor will maintain the Webpages this includes, but is not limited to the Agency Reporting tool, IDOA webpages, the Cardholder web portal, and any webpages by the agencies to provide information to cardholders or potential cardholders. The Contractor will provide information, documents, insights, industry examples, the "Long Form," for agencies, cardholders, and potential cardholders. The Contractor must maintain these and ensure everything is accurate for the State and the Contract. The Contractor must provide all updates to the State. The Contractor will go through and make sure all information, materials, and the State website is updated continually. At least once a year all new documents, information, updates, or some form of confirmation that all information is up to date will be submitted by the Contractor no later June 29th every year. Upon notice to the Contractor the Webpages are out of date the Contractor will update within 24 hours of notice.

- h) The Contractor will be liable for any wrong, incorrect, or inaccurate information or ramifications as a result. This includes, but is not limited to the materials and training listed above in this section.

5. More details, deliverables, and requirements can be found in **Exhibit J-Implementation Plan**.

F. Account Management and Customer Service

1. Personnel and Staff

a) Account Management Structure

The Contractor's Dedicated Account Management Team shall include a Dedicated Account Manager, National Account Manager, and Customer Service Team. This team shall remain in place throughout the full contract term.

i. Project/Program Manager (Dedicated Account Manager)

1. Dedicated resource responsible for coordinating the overall project tasks.
2. Serves as the single point of contact between the Contractor and the State for all communications on all system related issues, such as implementation, development, testing, escheatment, regulations etc. The State shall also have a point of contact to escalate issues above this Project/Program Manager.

3. Ensures service level agreements and performance metrics are sustained, and deliverables are submitted on a timely basis.
 4. Have the authority to negotiate the Contract between the State and the Contractor.
 5. Have the authority to implement required changes and have knowledge on various regulations, requirements, and be able to bring proper personnel when required.
 6. Able to help and manage with daily inquiries and issues such as missing files, server issues, etc.
 7. Manages teams, parties, and groups to effectively resolve issues, remove obstacles, drive to deadlines and achieve to surpass State expectations and requirements.
 8. Provides status reports, and Quarterly Business reviews, and will attend weekly meetings.
 9. Manages responsibilities, changes, and projects from start to close and through the life of the Contract.
 10. Ensure that the services under this Contract are actively marketed to other State programs and applicable Government entities (including local schools under the K-12 Indiana program)
 11. Shall work with the State on the Savings Model.
 12. Available throughout the life of the Contract.
 13. The Contractor will provide a person that has at least three (3) years of experience on public sector projects and at least one (1) year of experience with a Stored Value Card system.
 14. The Contractor will provide a person that has at least two (2) years of experience with system implementation, maintenance, and operations.
 15. The Contractor will provide a person that has strong written and oral communication skills.
- ii. Operations Manager
1. Responsible for the day-to-day operations of the SVC Program.
 2. Ensures service level agreements and performance metrics are sustained, and deliverables are submitted on a timely basis.
 3. Have the authority to negotiate the Contract between the State and the Contractor.
 4. Have the authority to implement required changes and have knowledge on various regulations, requirements, and be able to bring proper personnel when required.
 5. Able to help and manage with daily inquiries and issues such as missing files, server issues, etc.
 6. Manages teams, parties, and groups to effectively resolve issues, remove obstacles, drive to deadlines and achieve to surpass State expectations and requirements.
 7. Provides status reports, and Quarterly Business reviews, and will attend weekly meetings.
 8. Manages responsibilities, changes, and projects from start to close and through the life of the Contract.
 9. Available, at a minimum, from Transition-In Phase to the end of the Contract.

10. At least five (5) years of experience managing the maintenance and operations of systems similar in size and complexity to Indiana's SVC system.
 11. Project management experience.
 12. Strong written and oral communication skills.
- iii. National Account Manager
The National Account Manager shall be responsible for assisting with the account management and maintenance and work to ensure contract compliance.
 - iv. Customer Service Liaison
 1. Responsible for handling the State's needs and questions.
 2. Serves as a point of contact for all ad hoc requests.
 3. Serves as point person for fraud investigations, subpoenas, account freezes, etc.
 4. At least two (2) years' experience managing a similar program for a similar client.
 - v. Customer Service Team
 1. Assists the Customer Service Liaison
 2. The Customer Service Team shall be responsible for assisting the Agencies and Cardholders with any issues related to, but not limited to, product information, order status, delivery information, fee information, expediting a card, issues with the Web portal- desktop or mobile, item availability, overdraft, fraud and ensuring service level compliance.
 3. Keeping through notes on accounts, customer inquiries, and issues to be reported to the IDOA Vendor Manager and other parties as the State deems appropriate.
 - vi. IT Resource
 1. A point of contact for State IT related questions or problems.
 2. Works in conjunction, and at the direction of, the Project/Program Manager and Operations Manager.
 3. At least two (2) years' experience providing similar services for a similar program for a similar client.
- b) Personnel are subject to approval by the State. The Contractor may not make any temporary or permanent changes to Personnel without at least three (3) weeks prior notice to the State and the State's prior written approval. The replacement shall be of equal or greater ability and qualifications. The State may also request a meeting with the proposed replacement before providing approval. The Contractor shall have a back-up plan in place at all times for all personnel and services. The Contractor shall communicate, maintain, and ensure all parties of the State have a copy of the up-to-date back-up plan.
 - c) The Contractor must provide and maintain a current staffing plan that identifies the person who will be used to fulfill the services described in this Contract. Staffing plans must address the following:
 - i. Job title, qualifications, and descriptions for each staff position;
 - ii. Subcontractor staff and responsibilities, if necessary;
 - iii. Contractor performance evaluation and progressive disciplinary policies;
 - iv. Plans for the replacement of departing temporary and permanent staff, including plans to ensure all staff are adequately trained and knowledgeable on the programs which use this Contract;

- v. The updated organizational chart that shows the reporting structure and responsibilities of Contractor's staff and any Subcontractor staff; and
- d) The Contractor agrees to comply with necessary background check requirements for Contractor's personnel should they be required by the State, at no additional cost to the State. The Contractor understands and agrees that no employee will perform any work on this Contract without completing these requirements to the State's specifications documented in the Scope of Service Delivery. The Contractor accepts multiple checks may be required.
- e) The Contractor will not allow any person to work on this Contract the State deems not suitable or inappropriate. The Contractor will immediately remove and replace any individual the State requires. The individual may not perform any services on this contract in any capacity without the express written consent of the State. The State does not have to provide a reason for requesting an individual be removed and the Contractor will not ask. The Contractor must provide a suitable replacement that meets the needs and requirements of the State. If the State provides reasoning, the individual is unsuitable, the Contractor shall not knowingly provide a replacement with the same qualities that caused the State to request removal of the previous individual(s). The Contractor is responsible for all work under this Contract, even if personnel is deemed not suitable. All established requirements including, but not limited to Performance Metrics, Issue Resolution, Corrective Action Plans, Scopes of Service Delivery, and Service Level Agreements for this Contract are still applicable.
- f) The individual must be removed within two (2) weeks of the request for removal, or sooner if requested by the State, and be replaced within thirty (30) calendar days after the position is vacant unless a longer period is approved by the State.

2. Communication Plan

The Contractor shall develop a Communication Plan within sixty (60) days of execution of the Contract. This will define the Contractor's chain of command and identify the contacts in accordance with **Section F Account Management and Customer Service**. A clear escalation process should be defined and provided to the Vendor Manager. The Contractor shall maintain the Communication Plan throughout the life of the Contract. The Communication Plan will include, but is not limited to contact or contacts for User Agencies to report any failures, insufficiencies, cardholder problems, or other concerns with services under this contract, the list containing all with phone number(s), fax number(s) and e-mail address per region, the Problem Resolution Plan (see **Section F Subsection 8. Problem Resolution** including the subsections of this plan the "Administrative Problem Resolution" and "Operational Problem Resolution."

The Contractor must keep and maintain the Communication Plan at all times. When updates occur the State must provide a copy within twenty-four (24) hours of change. Upon notice that the plan is out of date, the Contractor has twenty-four (24) hours to update the list. The Contractor assume all responsibility for any issues or problems that result from inaccurate or not updated information.

3. Meetings

- a) The Contractor will attend all meetings requested by the State. Including weekly status meetings with Vendor Management unless otherwise mutually agreed upon. Meetings may be over the phone or in person at the discretion of the Vendor Manager. At all meetings between the

Contractor and the State, the Contractor will designate someone within their company to attend and take complete and accurate notes, shall be referred to as the "Designated Recorder." The Designated Recorder will then send out all notes no later than twenty-four (24) hours after the close of the meeting. The notes will be sent to the Vendor Manager (also referred to as the Contract Manager) and anyone that attended the meeting. Any recipient of the notes has five (5) business days to request corrections to any errors that may be present in those notes. When corrections are requested to the notes, the Designated Recorder shall be notified and then has forty-eight (48) hours to correct any and all errors and resend the notes with all corrections to at least all the original recipients.

- b) The Contractor will provide conference lines for all meetings as required by the State.
- c) The Contractor must send a clear agenda to all parties identified as persons that should attend and stakeholders the day before the meeting.
- d) The Contractor must also provide a program meeting weekly with IDOA. The agenda for this meeting will contain the report defined in **Section O. Subsection 8. Weekly Status Updates.** These meetings will continue throughout the life of the Contract. A different meeting cadence may be set if all parties agree, but the State can request the frequency to return to weekly at any time and the Contractor must comply.
- e) At all times and meetings the Contractor must provide personnel that can provide status updates, keep detailed notes, answer questions, and complete any necessary tasks.

4. Quarterly Business Reviews (QBR)

- a) The State and the Contractor shall agree upon the initial reporting model during the first 60 days of contract implementation. The State may request that the Contractor include, but is not limited to, Service Level Agreements, Key Performance Indicator (KPI), Key Agency Evaluation Cards, Vendor Management Evaluation Cards, Performance Metrics, Transaction Usage, Contractor Performance Reviews, Vendor Performance Review Register, Cards Volumes, Fees Assessed, Pricing Audit Report, K-12 usage and rebate, additional reporting fields, etc. over the life of the Contract. The Contractor shall be responsible for presenting the agreed upon reporting model to the State at the Quarterly Business Review (QBR), as well as, anytime upon the State's request. The State reserves the right to change, add to, or modify the reporting model at any time. The State shall notify the Contractor at least fifteen (15) business days before the scheduled QBR.
- b) The Contractor shall work with the Vendor Manager to develop a Savings Model that reflects the actual savings over the life of the Contract. The Contractor shall report on the Savings Model at each QBR and shall provide updates in between upon request.
- c) A Quarterly Business Review will be conducted on the second Tuesday of the month following the end of each quarter. If any party determined to be necessary to the meeting, including but not limited to the Vendor Manager and the Dedicated Account Manager, cannot make this date the Contractor will work with the Vendor Manager to find a mutually agreed upon date and time. It will be conducted in person at the Government South Building unless an alternative plan is mutually agreed upon. The Contractor will be responsible for scheduling this meeting and will offer sufficient availability to coordinate the Quarterly Business Reviews.

- d) After the first year, the meetings will become quarterly. It will be the responsibility of the Contractor to schedule each QBR. The Contractor will meet the request if the Contract Manager requests that these meetings become Monthly.
- e) The Agencies that use the Contractor's services through this contract also have the right to request agency specific Quarterly or Annual Business Reviews and the Vendor Manager reserves the right to attend.
- f) The Contractor shall keep accurate minutes of all Monthly/Quarterly/Annual Business Reviews and disperse them to the Vendor Manager and any agency specific contacts within forty-eight (48) hours after the close of the meeting.
- g) An electronic copy of all Monthly/ Quarterly/ Annual Business Reviews shall be provided to the Vendor Manager within forty-eight (48) hours after the close of the meeting.

5. Service Level Agreements and Performance Metrics

The Contractor shall monitor and fulfill all Service Level Agreements and Performance Metrics. See **Exhibit D and E** for Service Levels and Performance Metrics.

6. Vendor Performance Review

The Contractor shall monitor and fulfill all Performance Reviews. See **Exhibit E** for Vendor Performance Reviews.

7. Marketing and Promotions

The Contractor shall provide an on-going marketing campaign to market this Contract to all Agencies and Recipients, as well as potential users that fall under the categories listed in **Section 1(A) of this Contract**. The Contractor shall develop and present a Marketing Plan to the State of Indiana, and upon approval, the Contractor shall execute the Marketing Plan at no cost. The Contractor shall prepare marketing programs and materials. Such marketing tools shall include, but not limited to:

- Mailers
- Envelope inserts
- Poster ads
- Take-away cards
- Media releases
- Email blasts
- Product Fairs

The Contractor shall supply sample marketing requests and proofs for approval prior to printing. The quality output shall be within the standards of the State of Indiana. The Contractor understands all marketing shall be provided at no cost to the State.

Any marketing materials must be expressly approved in writing in advance by the State prior to distribution to SVC Program participants, Agencies, Recipients, as well as potential users. Except as otherwise agreed by State in writing in advance, the Contractor, its subcontractor, any marketing services or advertising vendor, and any other party privy to information related to marketing shall make no commercial use of any individual contact information obtained in the performance of duties contemplated by this section.

8. Problem Resolution

Problem escalation shall be handled using the Contractor's resolution process as provided in the Technical proposal of RFP #19-037 (see **Exhibit K**). The Contractor shall provide a copy of the Contractor's most recent problem resolution process. In the event that the Contractor amends the problem resolution process, notification shall be sent to the State Account Manager and an electronic copy provided to the State. The State Contract Manager has the authority to contact the Contractor's Account Manager directly for problem resolution if it is determined that the problem requires action from the Contractor that is swift and appropriate. Members of the Contractor's Account Team shall arrive onsite at the Indiana Government Center in Indianapolis by the next business day, if necessary.

9. Escheatment Plan

The Contractor is responsible for escheating all unclaimed funds to the State and shall provide to the State a written escheatment plan within 90 days of the Effective Date of the Contract, for State approval. The Contractor shall base its written plan on, and follow closely, Indiana's Unclaimed Property Act (IND. CODE § 32-34-1, which can be found at <https://indianaunclaimed.gov/app/ucp-law>). All terms used in this Section 13.1 shall have the meaning set forth in Indiana's Unclaimed Property Act.

- a. Each applicable Agency shall review and approve any form escheatment letter (i.e. holder to owner) prior to its use by Contractor.
- b. Each Agency may request a roster of dormant accounts (regardless of whether they have been activated or "pinned") with sufficient information to perform its own outreach prior to the Contractor's submission of said accounts' values in the Contractor's annual unclaimed property filings.
- c. Funds related to unpinned accounts established through INPRS should be returned to INPRS.

10. Quality and Risk Management Plan

The Contractor shall provide a Quality and Risk Management Plan. At a minimum, the Plan must define quality and risk management procedures covering such topics as the identification, analysis, planning, tracking, control, and communications of risks. A proposed plan is solicited with the Respondent's Technical Proposal **Exhibit K**. A finalized plan is due not later than 60 days from Effective Contract Date for State review and approval. During the course of the Contract the State may require, and the Contractor shall make, adjustments to this plan.

11. Business Continuation and Disaster Recovery Plan

- a. A proposed Business Continuation and Disaster Plan is solicited with the Respondent's Technical Proposal **Exhibit K**. Within 60 days of the Effective Contract Date, the Contractor must finalize a Business Continuity and Disaster Recovery Plan and provide a copy of the Contractor's most recent disaster recovery and continuity of operations plan to the State. The State will review and must approve the plan.
- b. The disaster recovery plan shall demonstrate that in the event of a catastrophe, the State's inconvenience would be extremely minimal. The plan shall include, but not limit to, the process the State should follow to escalate issues. In the event that the Contractor amends the disaster recovery plan notification shall be sent to the IDOA Vendor Manager and an electronic copy provided to the State. The State shall review and approve the plan. During the course of the Contract the State may require, and the Contractor shall make, adjustments to this plan. The Contractor shall provide copies of the disaster recovery plan to all User Agencies upon request.

- c. The Plan must always include, but not limited to equipment, personnel, facilities, and transportation, to continue services as specified under these specifications in the event of a disaster.
- d. The Business Continuity and Disaster Recovery Plan must identify:
 - i. Critical Contractor staff that have a skill set necessary for the resumption of key business operations;
 - ii. Critical business functions and supporting tasks;
 - iii. Processes for reporting system disruption/failure;
 - iv. Transitions from failure to system re-start;
 - v. Alternate processing sites;
 - vi. Timeframes for updates to the plan; and
 - vii. How the Contractor will add additional staff to cover increased call volumes.

12. Customer Service, Help Desk

- a. The Contractor shall provide customer service support center for Indiana. The Contractor shall staff customer service agents at the customer service support center from Monday through Friday between the hours of 8 a.m. to 6 p.m. Eastern Time. The Contract shall designate locations outside of Indiana for the overflow of calls. This overflow facility will handle calls from 6 p.m. to 8 a.m. and 24/7 on State holidays and weekends.

- b. Call Center

- i. The Contractor shall establish a single toll-free customer support number. The Contractor shall provide TTY capabilities and provide services in English and Spanish. This single number will have both live answer and automated capabilities, as described herein.
- ii. The services of the customer service support call center can be provided through a combination of IVR systems and live CSRs.
 - 1. The CSR must be quickly and easily accessible through the IVR, if the Cardholder so desires to speak to a CSR. The Cardholder should be made aware on the IVR of any potential fees for accessing a CSR. The State must approve the IVR script flow chart. Feedback from all Agencies must be reasonably included. Below is a list of the requirements provided by each service.
 - 2. In the event that the Contractor charges a fee to access a CSR, that fee must be disclosed to the Cardholder over the phone prior to it being incurred. Such disclosure should also include instructions on how to access the same information online or through the IVR at no charge, as applicable.
 - 3. A caller cannot be charged a fee for accessing a CSR if they terminate (i.e. hang up) the call prior to being connected with a CSR.
 - 4. No fee shall be assessed for accessing a CSR if the Contractor's website or IVR solution are down or not functioning properly.

- iii. IVR Requirements

- 1. Available 24 hours a day, seven days a week, 365 days a year;
- 2. A short message that may be changed providing information during conversation or other special issues/events;
- 3. PIN selection or change;

4. Balance Inquiry/last deposit amount;
 5. Last ten (10) transactions inquiry;
 6. Card activation; and
 7. Deposit phone notification set up/change.
- iv. CSR Requirements
1. General assistance with SVC Program questions including how to use IVR and PIN selection
 2. Reporting lost cards - compromised PIN and requesting Card replacement (no fee shall ever be charged for CSR calls to report a lost/stolen cards or compromised PIN) This service shall be available 24 hours a day, 365 days a year;
 3. Providing printed mailed statements
 4. Disputed transaction (no fee shall ever be charged for CSR calls regarding disputed transactions)
 5. Services related to lost/stolen cards and PINs or account activation must be available 24 hours per day, seven days a week, 365 days a year
 6. Other services (general assistance, mailing statements, disputed transactions) should be available during the retail bank's (who is either the Contractor or a subcontractor) normal business hours. Timely notification should be provided to Agencies any time services are unavailable
 7. CSRs should be knowledgeable and be able to properly speak to the Programs and requirements of the Contract as they apply to Cardholders
 8. CSRs should have a way to escalate issues to management for complex or irregular situations
- c. Online and Mobile Banking
- i. The Contractor shall have a secure Cardholder website and mobile application where Cardholders can, at a minimum, find their account balance, locate in-Network ATMs, request printed materials, check deposits and their source, view account history, and learn other relevant information.
 - ii. This website and the mobile application shall be available 24 hours a day, seven days a week, 365 days a year.
 - iii. The website should be equally accessible through computer and phone browsers.
- d. Other Automated Functions
- i. The Contractor shall create automated mechanisms, by text, phone and/or email, to alert Cardholders their Card has been funded. Once enrolled in the SVC Program, each Cardholder shall receive such notification within two (2) business hours of his or her Card being funded. The Cardholder shall not be charged a fee for this service.
- e. Protection of Personal or Private Information
- i. The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, materials, and information gathered, based upon or disclosed to the Contractor for the purposes of this Contract will not be disclosed to or discussed with third parties without the prior consent of the State.
 - ii. The parties acknowledge that the services to be performed by Contractor for the State under this Contract may require or allow

access to data, materials, and information containing Social Security numbers maintained by the State in its computer system or other records. The Contractor agrees to abide by all relevant Federal laws, restrictions on access, use, and disclosure, and security requirements for the Social Security Administration. In addition to the covenant made above in this Section and pursuant to 10 IAC 5-3-1(4), the Contractor and the State agree to comply with the provisions of IC §4-1-10 and IC §4-1-11. If any Social Security number(s) is/are disclosed by Contractor, the Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Contract.

G. Quality Assurance

1. The Contractor shall provide only unused products including cards, unless otherwise agreed to by the Vendor Manager. The Contractor shall guarantee its cards, software, technology, platforms and all other products to be free from defects throughout the life of the Contract unless other lifespan is specifically defined in this agreement. The Contractor shall repair and/or immediately replace any defective or failed item within the life of the Contract specified at no expense to any Agency (including labor, freight both ways, and materials) for products that are returned in accordance with the direction of the State and the M. **Returns** Section of this Contract. In the event the product cannot be repaired or replaced to the satisfaction of the User Agency, the Contractor shall refund any amounts paid by the User Agency for the product. The terms of this Contract shall supersede any language to the contrary on purchase orders, invoices or other documents provided by the Contractor, manufacturer or other sources.
2. The vendor is solely responsible for the quality of all work and services under this agreement meeting all specifications, requirements, and needs of the State.
3. The Contractor is responsible for providing quality at every aspect and point in time during the life of the Contract to the State and the Recipients. At all times the Contractor must provide the State's definition of quality even if that changes or varies between parties. The Contractor acknowledges, understands, and accepts the State requires a customized program that can change as needed and it is a duty of the Contractor to provide.
4. The Contractor will ensure all aspects of the Contract meet the State's requirements.
5. All analysis provided by the Contractor must come with a detailed description of analysis methodology, an explanation of analysis, findings, and how conclusion was determined.
6. The Contractor will continuously be looking for ways to improve their systems and look for changes in industry standards and new practices. The Contractor will evaluate every option and determine if it is in the best interest of the recipients and the State.
7. For this entire agreement to "fully address," the State's requirements, requests, wants, and needs even if not explicitly in the Contract must be met; as such it must have State's written acceptance. However, fully address still has the requirement to fully cure. State's written acceptance does not provide a waiver from any responsibilities or requirements. The Contractor is responsible for getting, and maintaining State approval. The Contractor is responsible for solving issues, offering solutions, and performing the work to "fully address".
8. The Contractor will perform a Quality Assessment (QA) at least once a year. At this time they will analyze the quality of work they provide to the State and the recipients through this Contract. The Contractor will audit their business and determine areas that need improvement, that cause issues, or could be improved.

This should evaluate all systems, procedures, processes, requirements, and any other aspect of the program that in some way impacts the services provided through this Contract. This is to include services, software, cards, platforms, reporting, ATMs, file transfers, infrastructure, Information Technology assistance, customer service, quality control, hiring, services, commodities, deliverables to the State, deliverables to Recipients (this includes potential Recipients and future Recipients,) employees, training, security, Subcontractor performance, supply chain management, infrastructure, compliance, along with all other internal functions. There should be clearly defined ways to improve all areas, enhance efficiency and customer service, and ensure the best quality for the State and the Recipients.

9. The QA should be submitted annually to the Vendor Manager on or before the last day of January. The Contractor will incorporate and fully address all suggestions, requests, or additions from IDOA and User Agencies. All issues including the all suggestions, requests, or additions from the State are causes for a Corrective Action Plan.
10. Included in the assessment documentation and report provided to the State, a Corrective Action Plan, shall be proposed by the Contractor for each cause, detailing the actionable cure for remedying the issue or issues.
11. The State reserves the right to request the Contractor to perform a QA at any time and the Contractor will comply. The State can request it to be at any level of detail and for any and all areas that pertain to the Contract. The State can give a list of specific concerns, in addition to the Contractor's findings, all of which the Contractor must fully address. Within ninety (90) days of notice, unless otherwise determined by the State in writing, the Contractor shall assess the given areas and document any issues, including, but not limited to short comings, failures, lapse in services, areas that could be improved, and shall send the report documenting their findings, the cause of the issues, and how to eliminate the issue from ever happening again.
12. The Contractor will monitor areas where Corrective Action Plans (CAPs) stem or are related. Added focus on areas where continual CAPs stem from to ensure that improvements are made to areas and prevent poor service through this contract and new or related issues in those areas. Such monitoring and focus will be demonstrated in the QAs. The Contractor will track, review, and analyze CAPs that have similarities such as stem from similar areas or are related. This includes, but is not limited to trends in the causes, related functions and areas, impacted business areas, volumes, and customers impacted. The Contractor will provide analysis of all CAPs as one way, but not the only way the Contractor analyzes the quality of work. As such, the analysis of the CAPs will be provided, in addition to and findings from the analysis and proposed solutions.
13. The Contractor will track, monitor, and ensure status of all CAPs. The Contractor will also track the cause, related functions and areas, impacted business areas, and customers impacted. The Contractor will provide this tracking with updates to the User Agency and the Vendor Manager at a minimum of weekly until the respective party deems they no longer need to receive it. This will also be maintained and a part of a list of all CAPs for the life of the Contract that should be maintained, updated, and provided to the Vendor Manager at least annually with the QA. The Contractor will provide a copy of this fully updated list of all CAPs upon request of the Vendor Manager. The Contractor will provide the list of all CAPs to the Vendor Manager no later than 48 hours after the request is made and it must be accurate, complete, and have all current and existing information. The Contractor will include and use as part of their QA and analysis of all the CAPs, in addition to findings and proposed solutions.
14. There should not be any difference in CAPs that are a part of and result from a QA. All requirements for CAPs apply to any and all parts of the Contract unless specifically stipulated otherwise.

15. The Contractor will use past Corrective Action Plans to ensure that the same or similar solutions are not provided again. Part of Corrective Action Plans will be a Root Cause Analysis that ensures a full analysis of the issue is provided and evidence supporting that it truly is the cause of the issue and evidence the proposed solution or solutions fully address and resolve the issue and there will not be any reoccurrence.
16. The Contractor will work with the Vendor Manager anytime an issue of quality occurs. The Contractor will take care of the issue and create a way to prevent reoccurrence. The Contractor will not consider any issue closed until the Contract Manager gives consent.
17. The Contractor will document what currently exists and occurs in CAPs and will demonstrate and completely explain any and all changes. Additionally, thorough, detailed explanation of results and improvement to the Contractor's performance and the customers' experience with projections of success.
18. There will be no limit on number of Corrective Action Plans issued by the Contractor. The Contractor will ensure all requests are met.
19. The CAPs are a part of the QA, but all requirements for CAPs in this section fully apply.
20. Delays to the implementation of a CAP will be immediately reported to the Vendor Manager and corresponding agency members as designated by the Vendor Manager. This can result in many ways including damages, administrative fees, new CAPs, and revisions to the CAP. The Contractor understands it is imperative to communicate on status and delays immediately and often. Time is of the essence and can prevent further issues and results that can have negative ramifications on the parties.
21. The full Corrective Action Plan will be provided in a week from need identified unless otherwise approved in writing by the State. The Contractor will provide regular and accurate updates, at least weekly, to the Vendor Manager and the User Agency while the Corrective Action Plan is being developed and implemented.
22. If the State has no objections to the CAP, the CAP shall be implemented within twenty-four (24) hours or the allotted timeframe in the CAP.
23. The Contractor will perform a Corrective Action Plan when the Contractor provides service or product that is less than satisfactory, does not meet specifications, has quality issues, or at the request of the State.
24. A copy of the Corrective Action Plan shall be sent to the Vendor Manager and the representative for the corresponding agency or agencies for approval.
25. The State reserves the right to ask the Contractor for a Corrective Action Plan (CAP), or invoke the Termination for Default clause.
26. The State has the discretion to accept multiple Corrective Action Plans, over the life of the contract, if deemed appropriate.
27. If the State elects to accept, request a CAP or otherwise receives a CAP through this agreement, the Contractor shall have one week with a minimum of (5) business days to provide a proposed CAP for each cause, detailing the actionable cure for remedying the issue or issues. Corrective Action Plan, shall be proposed by the Contractor. The Contractor must provide a proposal within the initial Corrective Action Plan. Upon CAP receipt, the State shall review and must follow the proposal process. The State has no objections to the proposal, the fully addressed proposal shall be implemented within twenty-four (24) hours or the allotted timeframe in the Corrective Action Plan. From that point, the Contractor has the agreed upon timeline to cure the issues. The timeline shall be determined by the State. If the Contractor still has any issue associated with the Corrective Action Plan purpose, by the end of the timeline, the State shall obtain an administrative fee of \$500 per occurrence per day until truly resolved from the Contractor in the form of a check with the supportive reporting model. At any point, the State has the right to invoke the Termination for Default clause.

28. The Contractor will continuously be looking for ways to improve their systems and look for changes in industry standards and new practices. The Contractor will evaluate every option and determine if it is in the best interest of the program and the State.
29. When the State acknowledges completion of a change, including those listed in a QA, CAP, and a sub-agreement, the State is not waiving responsibility or requirements of the Contractor in the future. This is acknowledgement based on their understanding and the insights that are provided by the Contractor. The Contractor must fix any issues and meet all objectives, goals, and requirements at no additional cost to the State or the recipients, even if an acknowledgement was provided.
30. Test Samples
Contractor shall supply sample products in sufficient quantities for testing purposes when reasonable and requested. The Contractor shall contact the State Account Manager in instances where the request for samples is believed to be unreasonable. The State Account Manager shall deem if the request is reasonable or unreasonable. Samples shall be provided at no expense to any Agency and delivered within 2 – 4 business days of request.
31. No minimums to use this contract, render services, or execute a sub-agreement will be permitted.
32. Warranty
User Agencies are eligible to receive manufacturers' warranties and the Contractor shall honor all manufacturers' warranties and guarantees on entire catalog of products offered as part of this Contract. If the manufacturer offers an on-site warranty, those warranty services shall be passed on to the User Agencies. If a product warranty extends beyond the term of this Contract, the Contractor shall agree to provide warranty services throughout the life of the warranty.
33. Product Recall Procedures
The Contractor shall provide recall notification, regardless of level, in writing to the State Contract Manager and each Agency through the most expedient method possible. The notices, at a minimum, shall include an item number, complete product description, delivery order number and disposition instructions.

The Contractor shall pick up, test, destroy or return recalled products to the manufacturer at no expense to the State. The Contractor shall issue replacement of product or credit for any product removed or recalled. Each Agency shall have the option of accepting either replacement product or credit in exchange for recalled/removed products.

H. System Operations and Requirements

1. The Contractor shall be ready to issue Cards and perform all duties of this Contract in accordance with a mutually agreed upon timeline with the State. However, in no event shall that date be later than December 2019.
2. This agreed timeline includes successful completion of a pilot process before the expiration of the 4-month period set forth in this agreement.
3. The parties agree that they will meet and mutually agree on any necessary revisions to the Project Transition Plan as allowed by the Contract within ten (10) days of the Effective Contract Date, and periodically as needed.
4. The Contractor will be responsible for system operations for the term of the Contract, including all renewals of it.
5. Requirements in this section apply to Interfaces, Network, Webportals, and software.
6. The Contractor must provide system operations, which include updates, patches and repairs; defect resolution; software upgrades; enhancements; and technical support during the term of the Contract, including all renewals of it.

7. Functional Demonstration
 - i. The Functional Demonstration provides State representatives the opportunity to observe and analyze system operations. The Contractor must prepare a report of the demonstration results, including any system modifications that were identified.
 - ii. The Functional Demonstration must occur as early as possible, but no later than six (6) weeks prior to the System Acceptance Test to ensure the design is proceeding according to the requirements of this Contract.
8. System Compatibility
 - i. The Contractor must ensure that any website, web portal, browser plug-ins, or provided software for all transactions and functions (e.g., file transfers, reporting, status review, etc.) are compatible with Microsoft Windows 7 and greater, Internet Explorer 9 and greater, Safari, and the latest version of Google Chrome. However, if necessary, the State reserves the right to require use of older versions of software in order to be compatible with an Agency that uses an older version of the software.
 - ii. If the Contractor requires the State to have any third-party software including, but not limited to, Adobe Flash, Adobe Acrobat, Java, Microsoft .NET Framework, Microsoft Silverlight, etc., the State must be made aware of these requirements in the Contractor's proposal and any minimum version of this software.
9. Updates, Patches and Repairs
 - i. The Contractor must update, patch, and repair the application components in appropriate Contractor environments and package software changes for promotion to production. All updates, patches, and repairs must be fully and successfully tested before migration to production.
 - ii. For implementation of updates, patches, and repairs the Contractor must work with the State to coordinate the release of the updates, patches, and repairs with regularly scheduled maintenance releases.
10. Defect Resolution
 - i. The Contractor must correct system defects, which are malfunctions or functional deviations from approved system design. The Contractor must take corrective action and ensure that the system performs as designed.
 - ii. The Contractor must consider the performance standards (data files, systems and reporting) described in the contract, scopes of work, and RFP documentation for timely completion of system defects.
 - iii. The Contractor must fix all system defects unless the Contractor is not authorized to fix the defect. All system defect repairs must be fully and successfully tested before migration to production. For implementation of system defect repairs the Contractor must work with the State to coordinate the release of the repairs.
 - iv. Upon correction of the problem, the Contractor must notify the State that the problem is resolved and submit a written report of the defect analysis and resolution implemented.
11. Software Upgrades
 - i. When evaluating software upgrades, the Contractor must determine the impact on current configurations. The Contractor is expected to keep software current by implementing upgrades as specified in the software license agreements. All upgrades must be fully and successfully tested before migration to production.
 - ii. For the implementation of software upgrades, the Contractor must work with the State to coordinate the release of the upgrades with regularly scheduled maintenance.
12. Enhancement

- i. During the life of the Contract, the Contractor will be responsible for application enhancements. These enhancements may be caused by changes in State regulatory requirements or by requests from the State. The State must approve all enhancements before any work can commence.
- ii. All enhancements must be fully and successfully tested before migration to production.
- iii. For the implementation of enhancements, the Contractor must work with each of the agencies to coordinate the release of the enhancements with regularly scheduled maintenance.

13. Technical Support

- i. The Contractor must provide technical support that must be available 24 hours a day, seven days a week.
- ii. The Contractor must respond to State inquiries or questions in fewer than 30 minutes, though such a response may necessarily be only an acknowledgement of receipt of the State's issue. In the event that the contact's response is a receipt and acknowledgement (but not answer or resolution), the Contractor shall endeavor to resolve the issue or provide an answer within two (2) hours if possible, and in any case with all deliberate speed. The contact should continue to provide periodic updates regarding the issue until it is remedied.
- iii. All incidents and resolutions must be documented. The Contractor must provide the State with documentation of all incident tracking and resolutions implemented.

14. System Testing

- i. System and integration testing must be performed and validated on all components and functional areas of the Contractor's systems before delivery. During every implementation the following will be provided as well as during any technical changes are requested or required. The Contractor will perform any and all required tests to accommodate agencies which may elect to use the Contract including any tests they determine necessary.
 - 1) Interface Tests must be conducted between Agencies and the Contractor's system to ensure that all files transmitted are properly formatted, transmitted, received, edited, accepted, confirmed, and processed according to design.
 - 2) Network performance tests must be conducted on the Contractor's system communication networks to ensure the network is capable of handling projected transaction volumes within the required response times and error thresholds. Additionally, the test must validate the secure transmission of data files, reporting and user access to the Contractor's system environment.
 - 3) The Contractor's IVR system must be tested to ensure that the system properly accepts, processes, and transfers calls per requirements. The test must be conducted in the production environment.
 - 4) Cardholder Account Conversion Test
 - a. If Cardholder account conversion is required, the Contractor must complete the conversion process from the current system to the new system in accordance with a Cardholder Account Conversion Plan and all Federal and State requirements. The Cardholder Account Conversion Test validates the conversion results, and the ability to perform test transactions against the Contractor's system.

- b. The Cardholder Account Conversion Test must include at least two (2) mock conversions of production data. Additionally, the data conversion test is used to obtain timings for conversion and validation of an operational conversion checklist.
 - c. This test is to assure the converted database can perform all transactions before conversion.
- ii. System Test Plan
 The Contractor must develop the System Test Plan that includes, at a minimum, the following:
 - 1) Test cases, scripts and scenarios developed with the State's assistance (Test samples must include all payment processing functions and payment sources, incoming and outgoing data, posting, disbursing, reconciliation and reporting requirements);
 - 2) The scope of the tests (i.e., regression testing, load testing and balancing) that clearly describe how the system test will fully test the system functions, features and performance;
 - 3) The inputs to the test, the steps and procedures in the testing process, timelines and the expected results;
 - 4) A description of the Contractor and State staff roles and responsibilities during testing;
 - 5) An indication of all State resources needed; and
 - 6) A description of the defect identification and resolution processes to be executed during the system test.
- iii. Execute System Testing
 The Contractor must test all system functionality, which includes the interfaces developed (e.g., ISETS, use of SFTP, etc.). System testing must occur in an established test environment that mirrors the Contractor's production environment. To complete the System Test the Contractor must perform the following:
 - 1) Execute the system test plan;
 - 2) Function as system users during system testing and evaluate and validate all test outcomes;
 - 3) Provide system output and test outcomes to the State as requested;
 - 4) Analyze and evaluate performance of all systems, telecommunication networks, hardware, and software;
 - 5) Perform all system modifications required to ensure system performance meets performance requirements as specified in the System Design Document;
 - 6) Document and resolve any errors encountered during system testing; if major defects are found during system testing, the entire test script must be re-initiated and the test period must begin again (e.g., a major defect is anything that stops the system/application from functioning or fails to deliver required functionality); and
 - 7) Provide adequate staff dedicated to testing support and problem resolution while the test is in progress.
 The Contractor must provide a defect and resolution log to the State as requested during system testing.
- iv. System Test Results Report
 - 1) The Contractor must provide a report describing the results of each test performed, as well as all additional retesting required. The test reports must describe the intended scope and results

from the tests, any necessary system modifications and a timeframe for these modifications.

- 2) The System Test Results report must include all system test results and system recommendations.
- 3) The Report must contain sufficient information to permit the State to validate that the test has been successfully executed in accordance with the approved system test plan and that the tests performed adequately meet the approved requirements. All defects encountered during the system test and their resolutions must also be reported in the system test results report.
- 4) The Contractor must submit test reports no later than two (2) weeks following the completion of each test's performance. Upon the completion and acceptance of all tests, the test results must be incorporated into the approved test plan.
- 5) If test results are deemed unacceptable by the State, the Contractor must make modifications to appropriate systems and repeat the testing and approval process.
- 6) The Contractor must revise any system documentation to reflect any system modifications identified and made as a result of testing. If revisions are required, the Contractor must submit updated documents no later than fourteen (14) calendar days following the completion of the modification. All updates to the Contractor's system will be completed at no additional cost to the State.
- 7) Contractor Deliverables. The Deliverables to be produced by the Contractor for the system-testing task must include the following:
 - a. System Test Plan; and
 - b. System Test Results Document.

v. User Acceptance Testing

The user acceptance testing (UAT) will verify the full functionality and technical usability of the system. UAT includes testing the Internet connections and system accessibility.

Contractor Responsibilities. The Contractor responsibilities for UAT include managing and supporting the user acceptance testing. At a minimum, the activities of this task must include the following:

- 1) Develop UAT Plan. The Contractor must develop, with assistance from the State, a UAT Plan that includes, at a minimum, the following:
 - a. Test cases, scripts and scenarios developed with the State's assistance (Test samples must include all payment processing functions and payment sources, incoming and outgoing data, posting, disbursing, reconciliation and reporting requirements);
 - b. A description of the Contractor and State staff roles and responsibilities during testing;
 - c. The scope of UAT, which includes the inputs to the test, the steps and procedures in the testing process, timelines and the expected results; and
 - d. A description of the defect identification and resolution processes to be executed during UAT.
- 2) Train UAT Staff. The Contractor must train all designated State staff for successful execution of User Acceptance Testing.
- 3) Monitor and Support UAT. During UAT, State staff trained by the Contractor will test the system to validate that the functionality,

features and performance meet approved requirements. The Contractor must monitor and support UAT in the following ways:

- a. Provide required system data and files to execute the user acceptance test;
- b. Analyze and evaluate performance of all systems, telecommunication networks, hardware, and software;
- c. Evaluate all UAT outcomes;
- d. Document, track, repair and report to the State all defects encountered during UAT; if major defects are found during UAT, the entire test script must be re-initiated and the test period must begin again (e.g., a major defect is anything that stops the system/application from functioning or fails to deliver required functionality);
- e. Perform all system modifications required to ensure system meets approved requirements as specified in the System Design document;
- f. Provide adequate staff dedicated to UAT support and problem resolution while the test is in progress; and
- g. Operate the system.

The Contractor must provide a defect and resolution log to the State as requested during UAT

- 4) Produce UAT Final Report. The Contractor must include the results of the UAT and any system recommendations in the UAT Final Report. The report must contain sufficient information to validate that UAT has been successfully executed in accordance with the approved UAT Plan and that the tests performed adequately meet the approved requirements. All defects encountered during UAT and their resolutions must be reported in the UAT Final Report. The report must also include a written letter from the Contractor certifying that UAT was successfully completed.

If test results are deemed unacceptable by the State, the Contractor must make modifications to appropriate systems and repeat the testing and approval process.

- 5) Contractor Deliverables. Deliverables to be produced by the Contractor for this task include the following:
 - a. UAT Plan; and
 - b. UAT Final Report.

15. File Transmission and Format

- i. The Contractor shall utilize a State-approved file format for transmitting account setup and payment information data. The Contractor acknowledges that multiple file formats may be required to meet the requirements of participating State agencies, and any potential State agencies that may choose to join the Contract in the future. The State will approve the format(s) prior to any Card issuance under this Contract. The State reserves the right to change its file formats during the pendency of the Contract and the Contractor warrants to work with the State to accommodate these changes at no expense and with diligence and speed. Please see the Bidders Library Attachment J for an example of the file formats presently used by Agencies.
- ii. All file transmissions to and from the State must be secured at both sides of the file transmission. Some of the suggested file transmission protocols to meet this requirement are as follow:

- 1) Connect Direct software
 - 2) Secure File Transfer Protocol (SFTP) server with public key authentication
 - 3) File Transfer Protocol (FTP) Secure Sockets Layer (SSL)/Transport Layers Security (TLS) server
 - 4) FTP client utilizing Virtual Private Network (VPN)
- iii. The Contractor will accept the State's transmission of account information on an hourly, daily or real-time basis, depending on the participating Agency's preference. Each file transfer must be automated, requiring no manual intervention by the State or the Contractor. Contractor must acknowledge receipt of the transmissions as quickly as possible (and in no event shall acknowledgment be greater than two hours past the time of receipt).
 - iv. The Contractor shall accept transactions from the State in the National Automated Clearing House Association (NACHA) Preauthorized Payment and Deposit (PPD) format or file transmissions by Federal wire. The State shall pay no fees to the Contractor in connection with this process.
 - v. The Contractor must send an Agency-approved e-mail notification to the designated contact at an Agency when the payments have been processed and deposited. In the case of CSB deposits, four separate daily files (State, Marion County, Allen County and Vanderburgh County) are sent.
 - vi. In addition to the e-mail notification, the Contractor will also send an acknowledgement handshake through the interface during the file transmission process once the file is successfully received or upon the occurrence of any error.
 - vii. The Contractor's system must be able to send and receive Card details and Cardholder's demographic information to and from Agencies in the Agency's required format(s).
16. Identification and Remedy of Issues
- i. The Contractor shall self-identify any failures, delays or slow processing of State transmitted files or data. Such identification must be conveyed to the State upon discovery and include a plan for timely remedy of the issue.
 - ii. The Contractor must furnish a point of contact for the State to communicate any issues it discovers. This knowledgeable contact (which need not be a single individual) must be available 24 hours a day, seven days a week. The contact must be able to respond to State inquiries or questions in fewer than 30 minutes, though such a response may necessarily be only an acknowledgement of receipt of the State's issue. In the event that the contact's response is a receipt and acknowledgement (but not answer or resolution), the Contractor shall endeavor to resolve the issue or provide an answer within two (2) hours if possible, and in any case with all deliberate speed. The contact should continue to provide periodic updates regarding the issue until it is remedied.
17. System Maintenance and Uptime
The Contractor shall maintain a reasonable system uptime of ninety-nine (99%) percent during the operational hours of Monday through Friday, 7AM – 5PM EST. The Contractor shall immediately notify the State Vendor Manager of any system issues. Any content errors discovered on the Contractor's web portal (mobile and/or desktop) shall be corrected by the next business day of notification to the Contractor of the error.
18. Third Party Management

The State reserves the right to use a third party for the management of the contract catalog (full Contract information, pricing, etc.). Upon notice by the State, Contractor agrees to provide catalog data in the cXML format specified by third party hosting vendor to an SFTP site. Any price or product information changes shall require an updated file be submitted to the SFTP site for approval in advance of any anticipated changes and shall be subject to State review and approval.

I. Financial Liability

1. The Contractor, in the performance of its duties under the Contract, will be entrusted with the transfer and administration of a significant amount of money. The Contractor's errors or omissions in the performance of these duties may directly or indirectly cause damages to the State, Cardholder or a third party. The Contractor will bear all liability, under the law or equity, for these damages and any associated costs (e.g. legal costs). Accordingly, the Contractor understands that it is assuming liability for the following non-exhaustive list of potential damages incurred as a result of the Contractor's actions:
 - i. Losses resulting from errors or omissions by the Contractor;
 - ii. Any duplicate or erroneous postings to a Cardholder account;
 - iii. Any losses from funds drawn from an account after the Cardholder notified the Contractor that a Card had been lost or stolen;
 - iv. Any losses from transactions performed with Cards used but not activated by the Cardholder;
 - v. Any damages or losses suffered by a State agency due to negligence on the part of the Contractor;
 - vi. Any loss of benefits caused by fraud or abuse by the Contractor or its representatives or subcontractors;
 - vii. The vendor must be willing to float funds until reimbursed by the Agency. Transactions are processed nightly, and generally reimbursement by the Agency occurs within 24 hours, but can take longer in extreme circumstances.

J. Shipping / Delivery

The Contractor shall be able to deliver to all current and potential delivery sites within the State of Indiana, the United States, and internationally, where some may include the Contractor meet specific delivery requirements as well as delivery to all Agency locations and recipients. This shall include desktop delivery within given State facilities. The Contractor shall receive a weekly report from the State to identify delivery site updates or new locations.

1. Delivery Timeframes

The Contractor shall use commercially reasonable efforts to ship cards before 5:00 p.m. local time by the next business day after acceptance of file indicating a new account is needed. The Contractor shall use commercially reasonable efforts to maintain an on-time delivery percentage of 99%.
2. Shipping Charges

The Contractor agrees that all prices include shipping and handling fees required to provide delivery to all State and Agency locations unless specifically approved in writing by the IDOA Vendor Manager. The Contractor shall remain responsible for goods until the User Agency takes possession.
3. Proof of Delivery

The Contractor shall provide proof of delivery for an order upon request from the User Agency that shall include, but not limited to, the accepting individual's name, signature, delivery date, delivery time, and packing list.

4. Backorders

In the event that a product is backordered, partial shipments or shipment is delayed for any reason, the Contractor shall notify the User Agency of such delay in the following ways:

- a) A backordered item(s), item number (s), and expected delivery date(s) shall be annotated on the email order confirmation.
- b) A backordered item(s) shall be annotated on the packing list that the User Agency receives with the order and include the expected delivery date(s).

The Contractor shall then work to fill the backorder. If the Contractor's system is unable to fill a line, the Contractor's local purchasing group shall source the backordered item. If an item is discontinued, or unavailable, the Contractor shall call the Agency and given a choice of canceling the order, or a like-for-like alternate.

5. Product Substitutions

Product substitution, including Cards, is not allowable unless pre-approved; in writing, by the State and only then may the item be shipped. The substituted item shall be of equal functionality and quality and must not exceed the Contract fees or unavailable item. The Contractor shall submit a daily report of all accounts that have received substitution when it takes place.

6. Product Availability

The Contractor agrees that there shall be no cancellation of Cards, active or used without an equal and acceptable replacement plan pre-approved by the State of Indiana Contract Manager during the term of the agreement. The Contractor must follow the Change Management requirements of the Contract. In such instances, Contractor shall work with the State Contract Manager to identify and implement alternative options that shall maintain or reduce costs and supply equal or greater quantities per UOM associated with the replacements. The Contractor shall be prepared to offer detailed quarterly reports if requested by the State, displaying removed items off of contract list and suggested replacements.

7. Fill Rate Guarantee

The Contractor shall maintain a 100% fill rate on all Cards. All Cards must be provided at no charge to the State. The State acknowledges that the Contractor shall not incur penalties for any failure to meet a 100% fill rate as the result of a force majeure event including significant shortages of raw materials. In addition a penalty shall not apply if the Contract and the Agency mutually agree to substitute a Card in such circumstances with a similar Card. The substituted Card shall not exceed the price of the Card being replaced.

Cards that are reordered, back-ordered, or partially filled are not considered filled line items when calculating this service level. Orders not filled and partials shall be indicated on the packing list. Contractor shall be prepared, upon request, to provide documentation of fill rate to the State and work to reduce reordered, back-ordered, or partially filled orders.

8. Volume Discounts

The Contractor shall negotiate better pricing, while accomplishing the Agency's needs, with the Agency on an individual basis at any time throughout this Contract period. If the Agency is a State Agency, prior written approval from the State Contract Manager is required.

K. ATM Network

1. Within three (3) months of the Effective Contract Date, the Contractor shall provide a "Network" (in-Network) of Statewide ATMs and banking locations. All withdrawals from these in-Network ATMs shall be free (i.e., no fee), and one withdrawal for each deposit loaded on the Card shall be free at in-Network banking locations.
2. The Contractor shall ensure that no fewer than 400 ATMs/branches are available in the State and at least one ATM or branch per county remain in the Network throughout the term of the Contract. A branch with an ATM, or a location with multiple ATMs, shall not count multiple times towards the 400. The 400 figure measures separate locations.
3. The Contractor will quarterly provide the State the Network description and location of regional bank branches and ATMs.
4. ATM Fee Restrictions
 - i. No fee or surcharge shall be charged for any ATM transactions within the Contractor's ATM non-surcharging network.
 - ii. Each Cardholder shall receive one free (i.e., Contractor does not charge a fee) out-of-network (including international) withdrawal from an ATM for each deposit loaded onto the Card. If the free out-of-network withdrawal is unused, it will accumulate for future use. A maximum of ninety-nine (99) free out-of-network withdrawals may be accrued by a Cardholder. There shall be no expiration or time limit associated with free out-of-network withdrawals.
 - iii. Out-of-network withdrawals for which there is not an accrued free out-of-network withdrawal may be charged in accordance with the Fee Schedule. However, if at any time the Contractor does not fulfill its Network adequacy requirements defined in this Section **L. ATM Network**, the Contractor shall not be allowed to charge any Cardholder ATM withdrawal fees during the calendar month in which it failed to maintain the ATM network required (nor will it deduct any accrued free withdrawals).
 - iv. In no event shall the Contractor charge a Cardholder a fee to check their Card balance via an In-Network ATM.

L. Fees, Billing, and Payments

1. The fee schedule charged to Cardholders for the Services performed under this Agreement are set forth in **Exhibit A- State of Indiana Pricing**. The Contractor may only charge the Cardholder fees outlined in this Contract's fee schedule.
2. The fees listed in **Exhibit A**, should be the highest fees assessed to the Cardholders for the applicable activity listed and only when the stipulated activity occurs. These are the only fees the Contractor will collect from any Cardholder.
3. Fee Restrictions
 - i. The Contractor will not charge any Cardholder a monthly account fee.
 - ii. The Contractor will allow each Cardholder two (2) free telephone calls requiring a live Customer Service Representative (CSR) per month plus one (1) additional call free per deposit
 - iii. The Contractor will allow each Cardholder an unlimited number of free calls handled via an Interactive Voice Response (IVR). With the exceptions outlined (including, but not limited to calls to report lost cards, suspected fraud, etc.), calls with a live CSR may be the basis for the

Contractor to charge the Cardholder a fee. The Contractor may elect to not charge for any telephone support.

- iv. Web-based, mobile app-based and text-based balance inquiries shall be available without charge to the Cardholder, regardless of the volume of usage.
 - v. No fee or surcharge shall be charged for any ATM transactions within the Contractor's ATM non-surcharging network.
 - vi. Each Cardholder shall receive one free (i.e., Contractor does not charge a fee) out-of-network (including international) withdrawal from an ATM for each deposit loaded onto the Card. If the free out-of-network withdrawal is unused, it will accumulate for future use. A maximum of ninety-nine (99) free out-of-network withdrawals may be accrued by a Cardholder. There shall be no expiration or time limit associated with free out-of-network withdrawals.
 - vii. Out-of-network withdrawals for which there is not an accrued free out-of-network withdrawal may be charged in accordance with the Fee Schedule. However, if at any time the Contractor does not fulfill its Network adequacy requirements defined in this section L. ATM Network, the Contractor shall not be allowed to charge any Cardholder ATM withdrawal fees during the calendar month in which it failed to maintain the ATM network required (nor will it deduct any accrued free withdrawals).
 - viii. In no event shall the Contractor charge a Cardholder a fee to check their Card balance via an In-Network ATM.
4. The Contractor will not be entitled to any compensation for, and will not invoice State or recipient with respect to, Services performed to cure any deficiencies in Services performed under this Agreement including, but not limited to solutions resulting from a Corrective Action Plan.
 5. The Contractor is responsible for proper balances on each card. The cards cannot have a negative balance. The Contractor will not allow any cards to assess fees higher than the card balance. The Contractor will not attempt to collect funds in the event a card contains a negative balance due to the Contractor's fees.
 6. The State will not be responsible for any funds the Contractor was not able to collect, this includes assessed fees.
 7. Payments
The cost for all services under this agreement are considered in the fee schedule in **Exhibit A**. This Agreement shall be performed at no cost to State. The Contractor cannot collect any fees under this agreement other than the ones stipulated in **Exhibit A** unless otherwise approved in writing by the Vendor Manager. If the Contractor ever does bill the State they must do the following:

- i. Invoice

The Contractor shall invoice the State only after items have been delivered, services fully rendered, and confirmation of completion fully signed prior to payment. The Contractor shall invoice the state only after completion of the work described in the purchase order/Contract, and as required below prior to any payment. The Contractor shall submit an invoice to the User Agency's Bill To Address. The Contractor's invoice shall identify, at a minimum, the information listed below:

Invoice Number, Invoice Date, User Agency's Bill To Information, User Agency's Ship To Information, Business Unit, Purchase Order Number, Item Number, Item Description, Order Qty for each Item, Item Price, Invoice Total

- ii. Billing

- 1) The Contractor understands and agrees that the invoice shall;
 - a. Include only charges for products that have been shipped/fulfillment complete
 - b. Include only services fully rendered
 - c. Not include any items shipped separately or backordered item, which shall have a separate invoice for payment on the same Purchase Order
 - d. If multiple invoices are sent for the same Purchase Order, there shall be a note this is for partial payment
 - e. Not include any work that does not have a Confirmation of Completion fully signed
 - f. Not include sales tax or shipping charges
- 2) It shall be the responsibility of the "Bill To" agency to make payment. Any questions concerning payment should be addressed to the "Bill To" agency listed on the purchase order. If there is a dispute over charges on the State's invoice, the State shall work with the Contractor's assigned Account Manager to determine the issue and path of resolution.
- 3) The Contractor agrees that the timeframe for payment (and any discounts) begins when the "Bill To" agency is in receipt of a correct invoice that meets the minimum requirements stated above and products have been delivered in satisfactory condition.
- 4) The Contractor understands and agrees that the State shall not accept any responsibility for purchase orders issued by Governmental Entities, including K-12 entities or libraries.

M. Returns

For all products the Contractor shall accept returns from User Agency within thirty (30) business days of receipt of product. For all returns, Contractor shall provide full credit or full refund to User Agency, whichever an agency requests, within thirty (30) business days. With the exception of damaged or defective items, User Agencies shall use best efforts to return products in original packaging (including manuals and all parts), in resalable condition and a copy of the packing list. Without a packing list, items will be eligible for an exact-item exchange or merchandise credit.

Product returns shall be processed by calling Customer Service or filling out the return request form located on the Contractors website. The product will then be added for pick up on the next scheduled delivery day.

The Contractor shall credit all returns to the User Agency within fifteen (15) business days of receipt.

1. Damaged Freight, Error in Shipment, Defective Items
The Contractor shall pay and arrange for all shipping and handling charges for items returned because of freight damage or error in shipment. User Agencies shall be credited the full amount of all items returned. All credits shall be made to the account codes used to purchase the returned items. If the order had multiple account codes, the User Agency shall instruct the Contractor to which code or codes the credit shall be assigned. The Contractor shall issue credit within fifteen (15) business days once item has been returned to Contractor's warehouse.
2. Restocking Fee

Contractor shall not impose a return or restocking fee on User Agencies for items that have been returned in accordance with the Returns section.

N. Reporting/Metrics

The Contractor shall provide the State daily, monthly, quarterly, annual, ad-hoc reporting, and report customization at no cost for the duration of the Contract. All reports furnished by the Contractor will be made available to Agencies in Excel, CSV, or an agreed upon, sortable format. The reports stipulated in this agreement and sub-agreements should be considered "standard reports." Standard reports that has a required frequency (daily, monthly, quarterly, annual, etc.) stipulated in this Contract and in sub-agreements will be delivered regularly as required. These Standard reports requested outside of the required frequency stipulated in this agreement or other sub-agreements shall be available to the State or User Agency within 2 business days of the request unless the parties agree to a longer response period. Ad-hoc and customized reporting shall be provided within 5 business days. The Contractor will not ask the reason for requesting a report. The Contractor acknowledges that it must provide State with any additional reports that may be required by State throughout the term of the Contract and will provide the State with additional reports as may be requested by the State from time to time throughout the Contract term.

1. Savings Model

The Contractor shall work with the State Contract Manager to develop a mutually agreed upon Savings Model, within ninety (90) days of final State signature, which reflects the actual savings over the life of this Contract. The Contractor shall report on the Savings Model at each QBR and shall provide updates upon request.

2. Usage Reports

The Contractor shall track all system and usage data to report at each QBR. The report shall include, but not limited to, Market Basket/ Non-Market Basket Indication, Recycled, MWBE product, Item Number, Item Description, Quantity, Unit of Measure, and Dollar Amount. The Contractor shall provide updates upon request.

3. Pricing Audit Report

The Contractor shall work with the State Contract Manager to develop a mutually agreed upon pricing audit report that reflects the number of transactions during a 3 month period, item price in the catalog at the time of purchase, and the price the User Agency paid to show the difference. The Contractor shall provide this report at each QBR and shall provide updates upon request.

4. MWBE Subcontractor Compliance

The Contractor shall enter, on a monthly basis, payments into the Minority and Women's Business Division online audit tool, to each Minority and Women's Business subcontractor committed to in this Contract.

5. Quarterly Business Reviews

See Subsection **4. Quarterly Business Reviews** under **Section F**.

6. Greening the Government

The Contractor shall track and report quarterly the State's environmental purchases, provide a list of all products with post-consumer recycled content, the average post-consumer content by weight across all of the State's purchases and the environmental benefits of recycled content purchases.

7. Indiana Economic Impact (IEI)

The Contractor shall track and report on a quarterly basis actual full time equivalent (FTE) employees that are Indiana residents specifically working on this Contract. The Contractor shall be held to the commitment specified at time of award, as detailed on the Indiana Economic Impact form in the RFP documents (see **Exhibit K**. FTE's that shall be included in this report are employees working on this Contract ONLY. Employees working on this Contract, but not full time, shall be counted as a fraction or percent of one (1) employee. The Contractor shall work with the State to develop and provide the method of tracking IEI and detailed job descriptions within 90 days of final State signature.
8. Weekly Status Updates

At least once a week the Contractor shall send the Vendor Manager copies of all new or updated Change Requests, Project Plans, Scopes of Work, Corrective Action Plans, and any other information with regards to the Contract. Weekly a status update with an overview of all actions taken by the Contractor and/ or agency, any upcoming meetings, Change Requests, Project Plans, Scopes of Work, Corrective Action Plans, issues, concerns, potential risk items (items that could cause any delays, issues, problems, or other risks to the State, the cardholders, the persons receiving direct deposit or other parties directly or indirectly impacted by this agreement) and any other information with regards to the Contract. The Contractor must provide reporting, explanations, and details including proof of industry standards and documentation. This should be used to guide the weekly meeting with the Vendor Manager and must be provided 24 hours prior to the weekly meeting.
9. Reconciliation Reports

The Contractor will provide full reporting, reconciliation, and management of all accounts, cards, application and management of funds for user agencies. The Contractor will send confirmation reports detailing receipt of any and all files to the level of detail requested by the State. If requested the Contractor will provide date and time funds were accepted and applied to each account, date and time account was set up, date and time the card was mailed.
10. Account Reports

The Contractor will provide a full list of all accounts that does not contain any personally identifiable information (PII) to the Vendor Manager at least quarterly. For each account the Contractor will provide the account number (not the card number,) the date the account was created, last activity date, all agencies that have funded the account, if the account is active, and if the card has expired. The Vendor Manager reserves the right to receive this more frequently if desired. The Contractor will provide within 48 hours upon the request of the Vendor Manager.
11. Activity Reports

The Contractor will provide an activity report to the Vendor Manager at least once a quarter. The Contractor will provide all transactions and activity for all accounts the Vendor Manager requests. The Vendor Manager will select accounts they wish to see. The Contractor will provide this report for all accounts for any amount of time, including over the entire life of the Contract, upon request. For each account the Contractor will provide the following for each transaction and activity balance prior, balance after, total amount (dollars and cents), type, location, and any additional details. Types of transactions and activities includes, but is not limited requests for new cards, fees, escheatment of funds, calls, ATMs used and location, initial account setup, credits, chargebacks, overdrafts, any and all cards issued, multiple cards, withdrawals, monthly service, pin changes,

web initiated activities, inactive Account, Account Closure, negative balances, Point-of-Sale (POS) Transactions, In-Network ATM Cash Withdrawal, Out-of-Network* ATM, Cash Withdrawal, International ATM Transaction, In-Network Bank Teller Withdrawal, Out-of-Network* Bank Teller Withdrawal, In-Network* ATM Balance Inquiry, Out-of-Network* ATM Balance Inquiry, ATM Denial, In-Network ATM Surcharge**, Customer Service - Interactive Voice Response (IVR), Customer Service - Customer Service Representative (CSR), First Replacement Card, Additional Card Replacements, fraud, and Expedited Card Replacement. There will be no maximums on scope of this report Vendor Manager reserves the right for any amount of time including life of the Contract and any number of accounts including all accounts. The Vendor Manager reserves the right to receive this more frequently if desired. The Contractor will provide the report with all scope requested within 48 hours of the Vendor Manager's request.

12. Daily summary report
 - a. New Cards added
 - b. Name and address changes made by the Contractor
 - c. Daily account balance summary report
 - d. Rejected Transaction Detail Report

13. Daily Account activity reports
 - a. Batch and online – reconciliation and rejection reports for ACH transactions
 - b. Card returned and undeliverable report
 - c. Weekly reports to the State's Vendor Management team summarizing any program changes, current events, or occurrences of note

14. Financial activity reports
 - a. Each Agency will receive this report monthly from the Contractor's website or transmitted directly to the Agency and will contain the following:
 - i. Summary of the total number of loads and amounts;
 - ii. Summary of the total number of ATM withdrawals and amounts, separately identifying fees incurred by Cardholders;
 - iii. Summary of the total number and dollar amount of PIN-based transactions;
 - iv. Signature-based transactions and POS with cash-back combination transactions;
 - v. Aggregate account balance at the end of the month.

15. Cardholder activity reports
 - a. Each Agency will receive this report monthly from the Contractor's website or transmitted directly to the Agency and will contain the following:
 - i. Summary and detailed reports of activated, unpinned, active, inactive, closed, and escheated accounts;
 - ii. An escheatment report detailing the amount, date and state of escheatment;
 - iii. Summary of Cards issued (initial or replacement), activated, unpinned, canceled or hot carded;

16. Out-of-State activity report;
 - i. Child Support Account Inactivity >12 months.

17. Customer service activity reports
 - a. Each Agency will receive this report monthly from the Contractor's website or transmitted directly to the Agency and will contain the following:

- i. Summary of the live calls accepted, answered, abandoned, abandoned < fifteen (15) seconds, the average speed of answer, and average talk time per call;
 - ii. Summary of the number of IVR calls accepted and the total time for accepted calls;
 - iii. Summary of website usage (number of visitors, number of logins, etc.).
- 18. Contractor and service standards report
 - a. Each Agency will receive this report monthly from the Contractor's website or transmitted directly to the Agency and will contain the following:
 - i. Monthly summary of standards as outlined in
- 19. Annual Financial Report
 - a. The Contractor will supply annual reports per Agency tracking financial activity to include:
 - i. Summary of the total number of loads and amounts;
 - ii. Summary of the total number of ATM withdrawals and amounts, separately identifying ATM fees paid by Cardholders to the Contractor;
 - iii. Summary of the total number and dollar amount of PIN-based transactions, signature-based transactions and POS with cash-back combination transactions;
 - iv. Aggregate account balance at the end of the month;
 - v. Summary of activated, active, inactive, closed, and escheated accounts;
 - vi. Summary of Cards issued (initial or replacement), activated, not activated, canceled or under fraud investigation;
 - vii. Savings;
 - viii. The number of cards in circulation, by agency
 - ix. Total amount of Card fees collected by Contractor, by fee type, the number of Cardholders who paid a fee or multiple fees, and the total number of "free" transactions for each
- 20. ATM locations

On a quarterly basis, the Contractor shall provide a schematic with locations of all ATMs within the Network and all Contractor or Subcontractor bank branches inside the State of Indiana.
- 21. Clearing Reports
 - a. ACH Summary Report – one for each file sent
 - b. Fed Wire detail Report – one for each file sent
- 22. Turnover file

A file of active Cardholders for each program in an Excel file by the close of the fifteenth (15th) business day after the Contractor receives a written request from State to provide the report to the State. Information in the file includes Cardholder name, SSN, address, unique Cardholder identifier, mother's maiden name (if any), and current Card status. This report must be securely transferred to the State.
- 23. Other Reports
 - a. The Contractor will provide reports detailing all information regarding returned Cards, including date and time they were mailed and received by sender, all actions taken to attempt to contact the recipient including dates and times actions were taken, any contact updates, and date and time a new card was issued and mailed.
 - b. The Contractor will provide all contact updates for any recipient to all agencies creating accounts, attempting to put funds in an account, or has put funds in an account.

- c. The Contractor shall provide a quarterly summary of all transaction and fee data tied to Cardholders' account numbers, stripped of any other Personally Identifiable Information (PII) (e.g. name, Card number).
- d. The Contractor shall provide a quarterly list of all new accounts. This list shall include only the account number, the applicable Agency, and the date created.
- e. The Contractor shall provide, to the State, copies of laws, regulations, recommendations, industry standards, and information from similar clients and their solutions.

O. Change Management

- 1. Throughout the life of the agreement changes on either side may occur. This section covers requirements additional requirements such as agreeing upon and commemorating official change see **Section P. Sub-Agreements in Fulfillment of the Contract** and additional requirements under **Section E. Implementations**.
- 2. Updating and issuing a new Scope of Work or Participating Addendum is the most important way to request and manage these changes.
- 3. Risk Assessment
Vendor must provide a Risk Assessment to the Vendor Manager with the required Change Request and/or Project Plan. The Risk Assessment must:
 - i. Detail on what is changing and provide illustrations and flow charts of current processes and interactions, the proposed change or changes, and the steps and phases to make the change or changes.
 - ii. List out all the impacted parties and areas, identify if the impact is direct or indirect, and the degree of the impact.
 - iii. Stipulate all potential risks and their ramifications, the likelihood each will occur, the parties and areas each would impact, and how to mitigate.
 - iv. Define all impacts, outcomes, and benefits.
 - v. Include an estimated Return on Investment (ROI) when requested by the State.
- 4. Change Criteria
 - i. If the description of the change meets categories in different levels the Contractor must go to the highest level (Level 5 is the highest and Level 1 being the lowest).
 - ii. The State of Indiana reserves the right to change the level of any proposal at any time. The Contractor must accommodate any changes, including to the Start Time as the State requires.
 - iii. Further, Notice to Parties may have exceptions when it is driven by the agency. However, requirements in the MSA, but not in Section 1. Duties of the Contractor will take preference over requirements in Section 1. Duties of the Contractor.
 - iv. The Documentation noted in the table below and is further defined in the preceding section titled Sub- Agreements in Fulfillment of the Contract
 - v. The Contractor must complete a Corrective Action Plan as required by the Contract and will be responsible for all costs of not following these processes. Costs can include, but are not limited to costs to restore to original state, changes and modifications, legal ramifications, rework, additional programming and testing, providing additional solutions to continue business, and any costs assessed by any and all agencies.
 - vi. This does not waive the rights of the State including, but not limited to reject or require modifications.

Level of Change	Description If the change meets any of the categories in the listed box	Notice to Parties The amount of notice the Contractor must provide	Documentation Documentation that must be completed and executed, as stipulated by the Contract, before
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			work starts.
Level 5	<ul style="list-style-type: none"> • Constituent facing (cardholders, recipients, or people that could be a cardholder or a recipient) Examples include, but are not limited to: <ul style="list-style-type: none"> ○ Involves instructions, information, and documents provided to the cardholder ○ Involves the web portal ○ Involves cards ○ Involves processes ○ Involves the fees (only when agreed to by the State) • Impacts more than one agency • Involves a migration of platform, server, connections, etc. • Involves reporting tools • Involves the files including transfers • Subcontractor Changes • Involves the Website or new websites • Updates to application components • Software Upgrades • Enhancements 	180 Business Days prior to start date.	<ul style="list-style-type: none"> • Vendor provide a Risk Assessment. • Revised Scope of Work/ Participating Agreement if deemed appropriate by the Vendor Manager or Agency. • Project Plan
Level 4	<ul style="list-style-type: none"> • Involves one agency • Impacts any State and/or Agency Resources • Marketing Changes • Layout of reports 	90 Business Days prior to start date.	<ul style="list-style-type: none"> • Vendor provide a Risk Assessment. • Revised Scope of Work/ Participating Agreement if deemed appropriate by the Vendor Manager or Agency. • Project Plan
Level 3	<ul style="list-style-type: none"> • Implementing an agency** • Changes to the ATM location • Scheduled maintenance 	60 Business Days prior to start date.	<ul style="list-style-type: none"> • Vendor provide a Risk Assessment. • Creation of a Scope of Work/ Participating Agreement • Revised Scope of Work/ Participating Agreement if deemed appropriate by the Vendor Manager or Agency. • Project Plan
Level 2	<ul style="list-style-type: none"> • Changes to Communication Plan including Contact Person or contact information • Changes to the Disaster Recovery Plan 	30 Business Days prior to start date.	<ul style="list-style-type: none"> • Vendor provide a Risk Assessment. • Project Plan. • Change Request. Once all parties' sign off, Change Plan

<p>Level 1</p>	<ul style="list-style-type: none"> • All agencies agree it is an internal process that does not impact the Contract. (Example implementing a new wellness plan for the Contractor’s employees.) • Contact’s Planned Absences • Agency deems and agrees little to no effort required on their end AND no training is required to any parties. 	<p>10 Business Days prior to start date.</p>	<ul style="list-style-type: none"> • Vendor provide a Risk Assessment. • Change Request. Once all parties’ sign off, Change Plan
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** This will be driven by the agency and the Contractor will accommodate more aggressive timelines if necessary.

P. Sub- Agreements in Fulfillment of the Contract

1. For all intents and purposes in this contract, the term “executed” means that the IDOA Vendor Manager has given approval in writing as stipulated in this agreement.
2. No sub-agreement is legally binding prior to the sub-agreement being executed.
3. The State will never be required or asked to sign any agreement or enter into any sub-agreement with any party other than the Contractor.
4. The Contractor is the industry expert and expected to know and understand full depth even if not explicitly stipulated in an agreement. The Contractor must meet all State expectations even if not explicitly stipulated. However, the State cannot and will not be expected to understand, acknowledge, be responsible for, agree to, or consent to anything not explicitly written in the agreement.
5. The Contractor will help the User Agencies complete the sub-agreements and provide expert opinion, provide industry standards, and analyze all the factors that go into the services being provided. The Contractor will offer their expertise to ensure the State is getting the appropriate level of testing all requirements, while focusing on saving the State money, time, effort, and resources. The Contractor will provide any documentation including but not limited to formal reports at no additional charge upon the request of the State.
6. Signature on such documents or any document does not waive any accountability, legal obligation, liability, duties or other responsibilities of the Contractor. Signature does not prevent the Contractor from being legally liable and will never act as a waiver of regulatory responsibility. The Contractor is responsible for all work and performance under this agreement. The Contractor is responsible for ensuring all services and commodities are provided even if the work is not clearly stipulated in the agreement. The Contractor understands and acknowledges that circumstances may arise that in order to continue this business relationship the Contractor must perform additional duties, services, and commodities yet to be defined and/or determined and as such will meet all expectations as determined by the State and any other governing body.
7. The Contractor must fulfill all requirements in all executed sub-agreement documents.
8. The Contractor must ensure, prior to executing a sub-agreement all necessary information as determined by the Vendor Manager is included.
9. By definition of a Quantity Purchasing Agreement (QPA) usage such as fees and volumes are not guaranteed. The State, any and all agencies can render services against this contract at any time during the life of the contract. All agencies will be allowed to utilize this contract at any time during the life of the

contract. The Agency and the Contractor will document such agreements through a "Scope of Service Delivery" (SSD) sub-agreement that defines the services, requirements, and duties of the Contractor for a specific Agency.

10. There will be two forms of a SSD. There is a "Scope of Work" (SOW) or a "Participating Addendum" (PA) depending upon the type of Agency. State Agencies must complete and shall execute a Scope of Work ("SOW") in fulfillment of this contract. All other agencies must complete and execute a "Participating Addendum" (PA) in fulfillment of this Contract. The Contractor will not reject work under any circumstances including, but not limited to contract length, volume, technical requirements, location, or hours of operation.
11. State Agencies must complete a Scope of Work (SOW). An SOW is a sub-agreement to be utilized for adding and detailing scope of work during the contract period and the template shall be completed by the Agency for the purpose of formality and confirmation of the expectations for the Agency's scope of work. The final version of this document shall be approved by the Contractor, the Agency, and IDOA, as part of this contract. The template for the SOWs can be found in **Exhibit C-1**.
12. All other User Agencies must complete a Participating Addendum (PA). A PA is a sub-agreement to be utilized for adding and detailing scope of work during the contract period and the template shall be completed by the Agency for the purpose of formality and confirmation of the expectations for the User Agency's scope of work. The final version of this document shall be approved by the Contractor, any other agencies designated by the State, and the Agency in that order. This will be a legal addendum and must comply with all laws, rules, and regulations. The template for the PA can be found in **Exhibit C-2**.
13. All sub-agreements will be written under the authority of and consistent with the terms and conditions of the Master Contract. Any inconsistency, conflict, or ambiguity between an SOW and the Master Contract shall be resolved by giving precedence and effect to the Contract. SSDs are living documents that may change throughout the term of the contract dependent on the User Agency's operations and conditions. Original wet signatures by the Contractor, the User Agency Designee, and IDOA (when appropriate) will be required for all SSDs. Additional Agencies may be required to sign. The State will attempt to identify additional required agencies within a reasonable amount of time. Additional Agencies will sign after the Contractor. IDOA will determine the order of signatures as soon as reasonably possible in such events.
14. The SOW shall not be executed until IDOA Vendor Management signs on the SOW agreement. Signatures will not go out of order. The order for signature on a SOW is:
 1. Vendor Signature
 2. User Agency Signature
 3. Other Agencies (if applicable)
 4. Vendor Manager Signature
15. The State and Contractor recognize that additional Agencies may be added at any time during the contract term. All services will be provided by the Vendor to any User Agency at any time throughout the life of the Contract at the contracted rates. There will be no additional fees or restrictions. The proper template will be provided for the User Agency Designee to complete for the purpose of formality and confirmation of the expectations for the services and the scope of work the Contractor shall provide. The final version of the SOW shall be approved by the Contractor, the User Agency Designee, and the State, as part of this Contract and made a part of this Contract once executed. The final version of the PA shall be approved by the Contractor, the User Agency Designee, and any other Agency designated by the State, as part of this Contract and made a part of this

Contract once executed. These templates are made a part of this Contract and is incorporated herein by reference of **Exhibit C**.

16. Under no circumstances shall signatures go out of order. No agreements between the User Agency and the Contractor become complete or executed until the Vendor Manager provides approval in the form of writing.
17. A SOW becomes a part of the contract only when the SOW is executed. For clarity, any part or all of a SOW is no longer apart of the contract and is deemed removed at point of termination.
18. The State may immediately terminate any Scope of Work to replace with a new Scope that has been executed once all parties mutually agree and sign the agreement. Such notice of execution and termination of previous Scopes of Work will be in writing to all parties by IDOA. IDOA may make stipulations of the termination, such as partial termination or phases of termination. No notice of termination of part or all of a Scope of Work will come from any other State Agency other than IDOA. If a State Agency other than IDOA notifies the Contractor of termination of part or all of a Scope of Work, the Contractor can still be deemed in breach of contract and will still have the same ramifications as stipulated in this Contract, if the Contractor discontinues services. The Contractor may not discontinue services prior to the date stipulated by IDOA in writing unless new notice is provided in writing by IDOA allowing for an earlier termination.
19. The Contractor must fulfill all requirements in all executed SOW documents.
20. Change Requests/ Agreements
 - i. Updating and issuing a new Scope of Work or Participating Addendum is the most important way to request and manage changes in the Contract.
 - ii. The State can always require a Project Plan with the Change Request or prior to receiving any Change Requests.
 - iii. However, smaller changes that take little to no interaction (See Subsection 4. Change Criteria of Section O. Change Management for more information) may occur during the life of the contract. As they do not rise to the level of conflicting with Sub-agreements, have small implications, or may be in fulfillment of a larger objective in a Project Plan.
 - iv. A Change Request may be filled out and submitted to the appropriate parties. The Contractor must submit to the Vendor Manager and the Agency must submit to the Contractor and Vendor Manager. All submissions must follow the outlined timeline.
 - v. An example of the template used to complete a Change Request/ Change Agreement will look like is provided in **Exhibit H - Change Request /Agreement Template**. This template is subject to change with the written approval of Vendor Management. The Contractor will offer suggestions to make the process and template more user friendly throughout the life of the Contract.
 - vi. Until all parties have signed off the document will be viewed as only a "Change Request." This will not be deemed effective, executed, or in place, but simply documenting the request.
 - vii. The Change Request must clearly define the changes, the expectations, the responsible parties for each expectation, and the timeframe including when the change or changes will be completed and must be submitted with a complete Risk Assessment.
 - viii. The Contractor must drive to dates the State deems imperative and deadlines within the Change Agreement and provide adequate support and work with all the agencies to meet these deadlines. In events where deadlines are the responsibility of the agency, the Contractor must clearly explain to the agency what is required and when it is required. Leading up to the deadline the Contractor must make multiple follow-ups and reminders. The Contractor must provide, accurate, helpful, and clear

responses quickly to any and all questions as this could delay work and cause errors if not handled properly. If the Contractor fails to complete it can impact the Confirmation of Completion.

- ix. At the point all required parties have signed off on the changes, the document becomes a "Change Agreement." Any party signing on the on the document is providing acknowledgement, agreement to complete the required work and tasks, understanding, agreement, and consent to the change prior to commencing any work.
- x. The Contractor, the State Agency, any other identified agencies, and the Vendor Manager, must sign in that order prior to commencing any work. If the agency is not a State Agency, the Contractor, the Agency and any other identified agencies, must sign in that order prior to commencing any work. In such circumstances, the Contractor must provide a signed copy of the Change Agreement to the Vendor Manager within two (2) business days of receiving the final copy.
- xi. The Contractor is responsible for achieving all requirements, objectives, goals, deadlines, and other requirements stipulated in the Change Agreement.
- xii. The Vendor Manager may deem the requested changes too large for a Change Request at that time updates to the Scope of Work or Participating Addendum must reflect the desired changes. In special circumstances, the change request may receive a temporary approval from the Vendor Manager, but the new Scope of Work or amendment to the Participating Addendum documenting all requested changes must be executed within 30 business days.
- xiii. Change requests must be consistent with the terms and conditions of this Contract. Any inconsistency, conflict, or ambiguity between a change request and the Contract shall be resolved by giving precedence and effect to the Contract.
- xiv. Confirmation of Completion
 - 1) Confirmation of the completed work must be submitted with evidence required by the State 3 business days after the completion of the work and a copy of the executed Change Agreement. A CAP or many CAPs may result from the Change not being completed in the timeframe or to the defined requirements. In the event delay is due to the State, the Contractor must provide thorough explanation and evidence. Any State permission of delay or changed timeline must also be provided. Acknowledgement is not the same as acceptance or providing permission. In the event there is a disagreement between the Agency or Agencies and the Contractor on which party is responsible for delay, the responsible party will be determined by the IDOA Vendor Manager. If either party disagrees with the determination. The disagreement may be brought to the IDOA Deputy Commissioner of Procurement. Disputes after that will follow the process detailed in **Section 16. Disputes**. The Contractor must sign off confirming all work in the report is completed.
 - 2) The Change is considered complete only when all parties have confirmed by signature. The Change is not considered complete if the Confirmation does not contain all stipulated documentation. The Contractor must close these out. Until signatures are provided the Contractor must work with the Agency to reach completion.
 - 3) The Contractor acknowledges if it is later determined the change objective or changes requested were not met or are no longer

being completed the Contractor must issue a new change request and follow the process defined in the Contract at no additional cost.

21. Project Plans

- i. When an agency needs a change with multiple steps or has a project including implementations (See Subsection 4. Change Criteria of Section O. Change Management for more information.) The Agency will put in a request by using the “Project Plan Template.” (See **Exhibit G** for the template). The Agency will define all of the project objectives and goals. The Contractor will complete the Project Plan from there. The Contractor will ensure compliance with the Contract and relevant SSD(s). The Contractor will ensure the Project Plan address all the objectives and goals and clearly define how these will be met, all steps required, actions, timeframes for each step, and responsible party. If the plan does not meet the objectives or goals, a new plan will be submitted immediately at any point in the process by the Contractor. If the Agency wishes to complete the form the Contractor will help the Agency fill out the template upon State request. The Contractor meet all objectives and goals. If original plan does not have all steps required to meet all the objectives and goals. The Contractor must provide a new plan. The Agency can make changes or require changes to the Project Plan. However no additional terms and conditions may be added by the Contractor and the Master Contract will take precedence over the executed Project Plan. The Contractor will provide a copy to the State. The State may make changes and notes. Upon receipt the Contractor will review and make sure that the “Project Plan” is clearly and accurately filled out. The Contractor will notify the agency if they have over looked anything, the Contractor has an expert opinion, or any other changes that would make the process more efficient or cost effective.
- ii. The Project Plan is not legally binding until it is fully executed as defined by this agreement.
- iii. An example of what a “Project Plan Template” will look like is provided in **Exhibit G**. This form is subject to change with the written approval of Vendor Management. The Contractor will offer suggestions to make the process and template more user friendly throughout the life of the Contract.
- iv. When the Contractor needs a change with multiple steps or has a project including implementations (See Subsection 4. Change Criteria of Section O. Change Management for more information.) The Contractor will put in a request by using a “Project Plan Form.” (See **Exhibit G** for an example). The Contractor will define all of the project objectives and goals. The Contractor will fill out the form and put together a full “Project Plan”. The Contractor will ensure compliance with the Contract and relevant SSD(s). The Contractor will ensure the Project Plan addresses all the objectives and goals, clearly defines how these will be met, all steps required, actions, timeframes for each step, and responsible party. If the plan does not meet the objectives or goals, a new plan will be submitted immediately at any point in the process by the Contractor. If the Agency wishes to complete the form the Contractor will help the Agency fill out the template upon State request. The Contractor meet all objectives and goals. If original plan does not have all steps required to meet all the objectives and goals. The Contractor must provide a new plan. The Agency can make changes or require changes to the Project Plan. However no additional terms and conditions may be added by the Contractor and the Master Contract will take precedence over the

executed Project Plan. The Contractor will provide a copy to the State. The State may make changes and notes. Upon receipt the Contractor will review and make sure that the "Project Plan" is clearly and accurately filled out.

- v. This document is a sub-agreement and must be executed prior to work commencing on the project.
- vi. The Contractor must drive to dates the State deems imperative and deadlines within the Project Plan and provide adequate support and work with all the agencies to meet these deadlines. In events where deadlines are the responsibility of the agency, the Contractor must clearly explain to the agency what is required and when it is required. Leading up to the deadline the Contractor must make multiple follow-ups and reminders. The Contractor must provide, accurate, helpful, and clear responses quickly to any and all questions as this could delay work and cause errors if not handled properly. If the Contractor fails to complete it can impact the Confirmation of Completion.
- vii. After the objectives and goals have been determined, the Contractor will help the agency develop a project plan. It should outline all the steps that need to be taken and the amount of time it will take. The agency must then give the approval. Once the agency approves the Contractor is then bound to complete the job in the amount of promised to the agency. Completing the job being defined as all objectives, goals and requested by the agency before approval is accomplished.
- viii. Agencies will work with the Contractor to fill out and define projects, objectives, deliverables, plan, and timelines. This will be used if the Contractor has changes forthcoming as well. This form can change with written approval of Vendor Management.
- ix. The Contractor is responsible for achieving all requirements, objectives, goals, deadlines, and other requirements stipulated in the executed Project Plan.
- x. Plans initiated by the Contractor, must have sufficient time for changes to be implemented. The State has full rights to longer time periods and the Contractor will comply with all instructions.
- xi. Before beginning any and all projects a copy of this or other approved form shall be submitted to the Vendor Contract Manager by the Contractor and any other points of Contact that the State deems necessary within the detailed timelines.
- xii. If for any reason the Contractor realizes that they may not be able to meet the deadlines or listed "End Dates" on the signed and approved timeline the Contractor has the responsibility to notify the State immediately. In the event the project is delayed the Contractor must notify the Vendor Manager and any impacted agencies immediately of delay and expected due date. In the event delay is due to the State, the Contractor must provide and through explanation and evidence. Any State permission of delay or changed timeline must also be provided. Acknowledgement is not the same as acceptance or providing permission. A Corrective Action Plan or Corrective Action Plans will be issued if failure was due to the Contractor. When the Contractor notifies the State of possible deadline being missed a mutually agreeable result will be determined in writing based on the Master Services Agreement.
- xiii. The Contractor must facilitate and organize a weekly status update meetings and any other meetings required with each agency through the duration of each project including implementations. These meetings must comply with all other definitions or requirements of meetings stipulated in this Contract. At all times and including in these meetings the Contractor

must provide personnel that can direct the project, answer questions, and complete any necessary tasks.

xiv. Confirmation of Completion

- 1) Confirmation of the completed project must be submitted with a report documenting all work completed and any evidence required by the State one week after the close of the project. In the event the project is delayed the Contractor must notify the Vendor Manager and any impacted agencies weekly of delay and expected due date. A CAP or many CAPs may result. In the event delay is due to the State, the Contractor must provide thorough explanation and evidence. Any State permission of delay or changed timeline must also be provided. Acknowledgement is not the same as acceptance or providing permission. The Contractor must attach a copy of the executed Project Plan and the report must document how all goals and objectives were met. The report must clearly stipulate if there were any delays in the project due to the Contractor. The Contractor must sign off confirming all work in the report is completed.
- 2) In the event there is a disagreement between the Agency or Agencies and the Contractor on which party is responsible for delay, if project is really complete, or any other circumstance regarding the Project Plan. The IDOA Vendor Manager will make the decision. If either party disagrees with the determination. The disagreement may be brought to the IDOA Deputy Commissioner of Procurement. Disputes after that will follow the process detailed in **Section 16. Disputes.**
- 3) The Project is considered complete only when all parties have confirmed by signature. The Project is not considered complete if the Confirmation does not contain all stipulated documentation. The Contractor must close these out. Until signatures are provided the Contractor must work with the Agency to reach completion.
- 4) The Contractor acknowledges if it is later determined any goals or objectives were not met or are no longer being completed the Contractor must issue a new Project Plan and follow the process defined in the Contract at no additional cost.

Q. Property

1. For this contract, property can be tangible or intangible. It includes, but is not limited to information, facilities, servers, documents, domains, and materials.
2. In connection with the services provided under this Contract, the Contractor (or a subcontractor) may provide or install equipment, software, or other property only with express written consent of the User Agency and IDOA. Installation shall be completed at no additional charge to the State or User Agency.
3. None of the State or User Agency's property shall be altered in any way without the express written consent of the using agency. At the end of the contract term, the Contractor shall contact the using agency for approval before materials are properly discarded. The Contractor is responsible for keeping and maintaining the safety and quality for all State property entrusted to them. The Contractor takes full responsibility for any loss or damage done to State property entrusted to them. Any loss or damage thereto shall be restored at the Contractor's expense.
4. The Contractor is responsible for all property and materials until such time these items are returned to the Agency. The Contractor is responsible for any materials damaged or lost and must cover all costs for repair or replacement.

5. It is the Contractor's responsibility to maintain the conditions of the facilities and property provided by the State.
6. The Contractor is responsible for supplying and maintaining all equipment, technology, software and anything else that is necessary to perform the services described in this contract, the duties and responsibilities of the Contractor, and meet all service level agreements, metrics, and executed Scopes of Work at no additional cost to the State.
 - i. The State will not be held liable for any damage to the Contractor's property that the State or the State's property may cause.
 - ii. The Contractor is responsible for all property entrusted to them, even if it is not directly granted to them. This includes, but is not limited to servers that are vulnerable or could be compromised by the Contractor even if the Contractor has not been directly granted access to part of the server.
7. It is the Contractor's responsibility to maintain the conditions of the facilities and property provided by the State no matter where it is kept, stored, maintained, or provided.
8. Any costs for repair of damages to State property as a result of negligence, poor performance, under performance, not acting in good faith, not properly maintaining any materials, removing or making changes will be the responsibility of the Contractor and will cover all related costs.
9. Any costs for repair or replacement of damaged, lost, or stolen State Property, directly or indirectly entrusted to the Contractor, will be the responsibility of the Contractor.
10. State's Rights in Materials Created After Execution of Contract

All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the Contractor transfers any ownership claim to the State and all such materials will be the property of the State. Use of these materials, other than related to contract performance by the Contractor, without the prior written consent of the State, is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to these materials developed for or supplied by the State and used to develop or assist in the services provided while the materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. Full, immediate, and unrestricted access to the work product of the Contractor during the term of this Contract shall be available to the State. In the event the State requests intellectual property development, considered "work for hire", Contractor will perform such development pursuant to a separate SOW.
11. Ownership and Non-Disclosure of State Client Data

Notwithstanding Contractor's use and collection of State Client Data in connection with providing the Services, State Client Data is and shall remain the sole property of the State and may only be used by Contractor to provide the Services contemplated hereunder and in such a manner as the State determines in its discretion. The State shall have unlimited rights and access to all State Client Data received, developed, derived, documented or furnished to Contractor by Clients. During the Term and thereafter, Contractor shall not, without the State's prior consent use the State Client Data in any way whatsoever, directly or indirectly, by Contractor or any of its Affiliates, Third Party Contractors, Subcontractors or any entity operating on behalf of the Contractor, or subcontractor, other than in connection with providing the Services, sell, assign, lease, transfer or otherwise provide the State Client Data to any third party, entity, organization, or individual not expressly authorized in writing by the State, disclose the State Client Data, other than in connection with providing the Services or commercially exploit the State Client Data in any way, directly or

indirectly, by or on behalf of the Contractor or any Affiliates, Third Party Vendors, Subcontractors or any entity operating on behalf of the Contractor.

12. Access
The Contractor acknowledges that the State shall have access, at any time and at any location, to any and all State Data in the possession, custody, or control of the Contractor or an affiliate of the Contractor, in whatever format.
13. Publicity of State Information
Except as provided in the paragraphs below, the Contractor will not use the name of the State of Indiana, or any State Agency, or refer to the State or any State Agency, directly or indirectly, in any media release, public announcement or public disclosure relating to this Agreement or its subject matter, including any promotional or marketing materials, customer lists, or business presentations (other than proposals or reports submitted to the State, a State Agency, or a Governmental Body or unit of another state or the Federal Government).
14. The Contractor may include information, concerning this Agreement's terms, subject matter, and estimated value in any report to a Governmental Body to which the Contractor is required by law to report such information.
15. Either Party may indicate to third parties that the Contractor is providing services to the State with the State's prior written consent (given or withheld in the State's discretion).
16. The Contractor will never disclose information about the State without the prior written consent of the State unless required by law.
17. The Contractor shall not issue any press release, announcement, report, disclosure or filing with respect to the transactions contemplated by this Agreement without obtaining the prior approval of the State.
18. State Client Data Delivery and Cooperation Upon Termination
Upon Termination, the Contractor shall deliver to the State all State Data including State Confidential Information, in whatever form, in the possession, custody or control of the Contractor. The Contractor will ensure that any Affiliates, Third Party Contractors and Subcontractors under the control of the Contractor are subject to the same obligations. If any State Data is stored in a data format proprietary to the Contractor, the Contractor shall provide the State with a copy of the State Data in a standardized data format chosen by the State. Upon Termination, Contractor shall also, without limiting the State's right to receive Source Code or Object Code as set forth in this Agreement, cooperate with the State (including, without limitation, provide file layouts, tapes and interface formats) in the State's efforts to arrange for the conversion, transfer and continued processing and storage of all State Data and State Confidential Information previously stored and processed by the Contractor or any Affiliate. In addition, upon Termination, each Party shall assist the other Party in the orderly transfer of all aspects of State Data, tangible and intangible, as may be necessary for the orderly, non-disrupted continuation of the Services. Upon Termination, as part of the Disengagement Plan, the Contract will:
 19. develop, with the assistance and final approval of the State, a plan for the orderly transition of the Data Processing Services from the Contractor to the Successor or transition of the Data Processing Services from the Contractor to the Successor or another party designated by the State or to the State directly, and if the State so requests, phase in the transition of the Data Processing.
 20. Any damages, destruction, or other harm to the State or User Agency's property including during the approved installation or removal will be the responsibility of the Contractor. The Contractor will be responsible for all replacement, repairs, labor, time, and costs associated.
 21. It is the Contractor's responsibility to maintain the conditions of the property provided to the Contractor. Property includes, but is not limited to information, facilities, servers, documents, and materials.

22. The Contractor will be responsible to maintain and improve the conditions of their property throughout the life of the Contract. This includes property provided to the State or used by the Contractor, directly or indirectly, to perform duties and services under this contract.
23. The Contractor shall be liable for any damage, loss, destruction, or other harm to the State or User Agency's property. Costs for replacement or repairs and all costs associated will be the responsibility of the Contractor.
24. Any property the State entrusts to the Contractor and any property the Contractor used or possessed during this Contract shall be recorded in a Master Property List. State property not included on the Master Property List does not waive any of the Contractor's responsibility or the State's recourses in this agreement. The Contractor shall ensure that the list is kept up-to-date and notify the Vendor Manager immediately of any changes. All changes shall be signed off by both the Contractor and the Vendor Manager. The State shall have sole discretion as to which party shall retain any item not found on this Master Property List at the end of the Contract. The Master Property List will include, but is not limited to, the piece of property, the condition, any details that may be applicable including, information on the asset label, the location, owner of the property and the date it became a part of this Contract. Anything listed as property of the User Agency or the State on the Master Property List shall be returned to the corresponding party. If the User Agency can no longer be reached, the property is owned by the State, or any other reason it cannot be returned to the User Agency, the Vendor Manger shall instruct the Contractor how to proceed. The Contractor will be responsible for anything on the Master Property List not returned to the State or User Agency at the end of the Contract. At the choice of the State, the Contractor will either replace the item with a new unused version of the item, if not available a new unused customer accepted equivalent, or pay the State the cost to replace the item. The Contractor will pay for all fees associated with replacement. No additional costs shall be incurred by the State nor the User Agency for the return of property and services that may be required during the Contract or removal of Contractor property.
25. All property belonging to the Contractor according to the Master Property List, will remain the property of the Contractor at all times and the Contractor will remove and take their documented property upon termination of this Contract. The Contractor shall not sell or lease any of the equipment to the State. The Contractor will pay for all fees associated with the removal. The State is not responsible for any damage to the Contractor's property at any time.
26. The Contractor will properly train all employees to use all State property to prevent damage and misuse.

R. Electronic Payment Cards

1. By definition, the Card provided in accordance with the Electronic Payment Card Program (also referred to as Stored Value Card or SVC) is a prepaid debit card that assesses a value balance account. The Cards do not connect in any way to any other checking or savings accounts. Each Card is a stored value Visa or Mastercard-branded prepaid debit card and shall offer all of the payment functionalities and capabilities of a check or debit card.
2. Minimum Card and Account Features:
 - i. There shall be no line of credit for the Cardholder.
 - ii. The account tied to a Card shall be FDIC insured up to \$250,000.
 - iii. There shall be no interest added to the Cardholder's account.
 - iv. The Card shall not affect the Cardholder's credit history.
 - v. The Card shall be issued without a credit check and to any individual determined, by the State, to be a recipient.
 - vi. Cardholder cannot make deposits or add value to the Card.
3. Card Design

- i. The State reserves the right to approve the name, design, and graphics of the Card. The State shall have a minimum of fourteen (14) days to approve Card design, Card carrier, marketing materials, and Cardholder terms and conditions subject to Visa or Mastercard's approval.
 - ii. In the event Cards were issued prior State approval the Contractor will issue new Cards with State approved name, design, graphics, and carrier. This will be done at no cost to the State, no fee will be charged to the Cardholder's account, and will not count toward the one free replacement Card.
 - iii. In the event Marketing materials and Cardholder terms and conditions issued to Cardholders without the approval of the State. The Contractor will resend all documents that are approved with notice of changes to all Cardholders. Depending on the severity of the changes the Contractor will provide updated documents and notice of changes in any or all ways the State designates appropriate, including, but not limited to posting on the Web Portal (Desktop and Mobile), sending emails, additional letters, and calling Cardholders.
 - iv. At a minimum the Card should have the following components:
 - 1) The globally recognized brand mark hologram with "DEBIT" clearly indicated
 - 2) Co-branded with State of Indiana and vendor branding
 - 3) A "valid thru" date to indicate month and year before the expiration
 - 4) An encoded magnetic strip on the back of the Card
 - 5) A statement that clearly states, "Do Not Write PIN on Card."
 - 6) A tamper-evident signature panel on the back of the card for the Cardholder to sign their name
 - 7) Ultra-violet inks to deter fraudulent reproductions
 - 8) Indent printing of the last four digits of the account number and card verification code on the Card back as a security feature
 - 9) EMV Chip equipped
 - 10) A listing of the required toll-free number
4. Card and Account Enrollment
- i. The State determines who participates in what programs and the person determines, actively or passively, if they will receive a Card as the method of payment. Thereafter, the State tells the Contractor who is the recipient of a Card (i.e., enrolling in the SVC Program).
 - ii. Multiple "Solutions" will be provided under this Contract as required all will be a part of this Contract and the SVC Program. The Contractor will provide as many solutions as required at no additional cost. Each solution will have its own separation of accounts, cards, and funds. The State solution will be defined as the "One Card Solution." Agencies can elect to join the One Card Solution or a different solution. Multiple Agencies can elect to create a different solution or one Agency.
 - iii. The Contractor will provide one Card per recipient per solution that shall accept payments from all Agencies, Multiple Agencies, and Agency Designees. In the case of child support payments, including from the Allen, Marion, or Vanderburgh County Clerk's offices.
 - iv. In the event that one Cardholder simultaneously receives funds from multiple Agencies that are participating in the same solution, the Contractor shall load payments to one Card based on the Cardholder's social security number (if an SSN is available). The funds shall be co-mingled into a single account. The Contractor shall not reject matching new account requests from Agencies based on an existing account with another participating Agency (i.e., rejecting requests on the basis that they are sent as "new" rather than as an update). The Contractor will not

combine funds from different solutions. The Contractor will fund the correct cards for the correct solutions.

- v. In the event the Contractor cannot match recipients participating in multiple programs based on a social security number (e.g. the recipient does not have an SSN), one Card for each program shall be provided. There shall not be any charges to State or Cardholder if multiple Cards are required for this purpose.
- vi. In the event that a Cardholder had, in the past, received funds from any program on a Card and that Card has since expired, the Contractor shall issue that Cardholder a new Card in the event that the Cardholder has enrolled in the same or a different program to receive funds via Card.
- vii. The Contractor must be able to mail Cards outside of the United States or provide an alternative funding method where necessary.

5. Card Issuance

- i. Within two (2) days of communication of a Cardholder's enrollment by the State (see also **S. Account Management**), Contractor shall send the Cardholder the Card and Instructional Materials (as defined below):
 - 1) The State shall approve the content and form of the Instructional Materials in advance of Contractor's use of these materials
 - 2) The State's approval shall be required to modify these Instructional Materials
 - 3) The Instructional Materials shall include, at a minimum:
 - a. A schedule of fees
 - b. Any Terms and Conditions for the Card and Account
 - c. Card Activation Instructions
 - d. Customer Service contact information
 - e. Safety tips
 - f. Information on where and how to use the Card, including how to locate an in-Network ATM
 - g. A description of how to enroll in paperless statements and communications, if applicable (the default being the mailing of paper statements)
 - 4) Cardholder activates the Card by dialing the Contractor's toll-free customer service number, online, or mobile application.
 - 5) Cardholder activation is not required before loading payments to the corresponding account.
 - 6) The Contractor shall process all Cardholders that have been received from the State and not deny Cards to anyone without the prior express written approval of the State.
 - 7) Each Card shall expire every two years from the issuance date. Any Cards scheduled for reissue shall be mailed no later than the 15th of the month before the expiration month.
 - 8) There is no cost to the State or the Cardholders for initial Card issuance or the replacement of expired Cards.

ii. Card Replacement

- 1) On an as-needed basis, the Contractor shall issue a replacement Card to a Cardholder upon notice that a Card has been lost, stolen or damaged.
- 2) A Cardholder may receive one (1) free replacement Card per year. This limit does not apply if a new Card is required because of suspected or confirmed fraudulent activity (which new Card will always be free to the Cardholder).
- 3) When a Cardholder requests two or more Cards within a 12-month period, replacement fees may apply. These fees are borne by the Cardholder and are set forth in the Fee Schedule.

- 4) Replacement Cards must be issued on the same timeframe as initially issued Cards (mailed to Cardholders within 2 days of communication requesting replacement). Contractor may offer expedited issuance and may elect to charge Cardholders for this expediting.
- iii. Cardholder Funds Access
- 1) The Contractor shall receive funds, and said funds shall be made available to Cardholders, in accordance with the Performance Standard and other requirements listed in the respective Scope of Service Delivery (SSD). The Contractor will honor all Performance Standards as stipulated. In the event that other Agencies choose to join this QPA in the future, the Contractor must be able to accommodate agencies' funding requirements, including those that may be more or less frequent than the requirements listed in this section.
 - a. The initial scope lists the following, but these agencies may elect to change this throughout the life of the Contract. The will be memorialized in a new Scope of Work document. The Contractor must be able to accommodate agencies' funding requirements, including those that may be more or less frequent than the requirements listed in this section.
 - i. Child Support Program: The CSB continuously receives funds which it in turn sends to the Contractor. Funds received by the CSB will be sent, via Federal Wire, to the Contractor the next business day. Those funds must be available on the Card by 6:00 AM the day following the Contractor's receipt of funds.
 - ii. Payroll: AOS shall send funds, via Federal Wire, biweekly. Funds are generally sent on Mondays, but the pay calendar sometimes dictates an accelerated schedule. Funds must be available on the Cards on the Wednesday pay date.
 - iii. Indiana Public Retirement System: Funds must be available to the Cardholder on their pay date, which is the 1st or 15th of a month (unless that day is a holiday, in which case the pay date is the previous business day). As INPRS is a new participant to this program it will work with the Contractor regarding the payment transfer timing (but expects that a fund transfer on the preceding day is sufficient).
 - 2) Each Cardholder shall have access to funds through the following methods: withdrawal from a bank teller, ATM withdrawal, cash back with a PIN-based purchase transaction from an authorized merchant, signature-based transactions at authorized Visa or Mastercard merchants, and phone and internet purchase transactions from authorized Visa or Mastercard merchants.
 - 3) The Contractor must offer free transfer of funds from the Card to a Cardholder's checking or savings account.
 - 4) The ATM Network (as described in **Section L. ATM Network**) shall be accessible to Cardholders and the technology used shall

be active and available 24 hours per day, 7 days per week, 365 days per year.

- 5) No limits or restrictions (other than those required by law or the State) may be placed on Cardholders or Card use. Prior to placing any restrictions or limits in accordance with this section, the Contractor must first receive approval from each applicable Agency. Restrictions need not necessarily be uniform across all Agencies.
- 6) Cardholders shall be able to temporarily suspend their Card. During a suspension, no one should be able to withdraw or spend funds from the Card. Only the Cardholder should be authorized to end a suspension.
- 7) Cardholders shall be able to block specific merchants from charging a Card.

i. Usage and Availability

- 1) Universally Accepted - The Cards may be used at any merchant who accepts Visa or Mastercard. To complete a transaction at a merchant site, a Cardholder receiving funds under the SVC Program may choose the debit option and use that Cardholder's PIN. Additionally, the Cards support cash back at the point-of-sale (POS) and withdrawals at ATMs where Visa or Mastercard are accepted.

ii. Secondary Card

- 1) An Agency may request that the Contractor offer Secondary Cards as described below. In some instances, it would be forbidden for other programmatic reasons.
- 2) If requested by a program using the Contract, the Cardholder has the option to request a secondary Card. The secondary Card may list the name of a person other than the Cardholder (e.g. a spouse), but the secondary Card will access the Cardholder's account. The primary Cardholder is at all times liable and responsible for all transactions, fees, negative balances and all other activity concerning the secondary Card. The secondary Card may be used in the same manner as the Cardholder's Card. The holder of a secondary Card may report the secondary Card as lost or stolen, but all other account maintenance can only be performed by the Cardholder. The secondary Card shall be governed by the terms and conditions of the Card.
- 3) If the Cardholder desires to terminate the authority of the holder of the secondary Card to access the Cardholder's account, the Cardholder must recover the secondary Card from that person, destroy the secondary Card, and call the Contractor to provide notice that there is no longer a secondary Card. The Cardholder will continue to be liable and responsible for all transactions, fees, and other activity resulting from continued use of the secondary Card unless the Cardholder requests the contractor to cancel all of the Cardholder's Cards and issue a replacement Card. In addition, if the Cardholder notifies the Contractor that a secondary Card is terminated, the Contractor may elect to cancel all of the Cardholder's Cards and to issue a replacement Card. If the Cardholder notifies the Contractor of the secondary Card termination and the Contractor elects to cancel all of the Cardholder's Cards, the Primary Cardholder will not have access to the Cardholder's account until the replacement Card is received by the Cardholder.

- 4) If a Cardholder elects to set up a secondary Card the Cardholder shall do so by contacting the Contractor directly and not through the State.
- 5) If a Cardholder requests a secondary Card and the corresponding Program did not expressly request that the Contractor make secondary Cards available for the Program, Contractor shall deny the request.

S. Account Management

1. Account Creation

- i. Each Agency has the choice to set up a new account online through a platform furnished by the Contractor or to send an electronic file to the Contractor to establish a new account, or both at any time. Each Agency may send an electronic file as many times and as often as it requires. The Contractor must be able to accommodate changes in the file frequency and size throughout the life of the Contract.
- ii. The Contractor creates an account for any new Cardholders provided to the Contractor by the State. The State will provide the applicable information about each Cardholder, as determined by the State.
- iii. Each calendar day, the State shall send the Contractor one or multiple file(s) containing new accounts that are ready to be created and existing accounts that should receive an additional deposit. Associated funding shall be transmitted simultaneously with each file.
- iv. As frequently as each business day, the Contractor shall create a file for each participating Agency indicating the accounts that have been established that day and reissued account numbers, along with other information required to make payments. Simultaneously, the Contractor shall confirm the amount of funding allocated to each account. The Contractor shall confirm electronically the receipt of all files received from the State.
 - 1) The numbers printed on a Card shall be different numbers than the account numbers. For security purposes, the State shall not receive the Card numbers.
 - 2) In the event that the Agency communicates that the Contractor should open an account for an individual for whom an account already exists (for another Agency or for the same Agency) the Contractor shall communicate the existence of the account in lieu of the creation of the account and whether that previous account was for the same or a different Agency. The Agency may or may not be aware of a current or previous account; the Contractor shall not deny a file or request based on this. The Contractor shall be able to match up a "duplicate" request to a current or previously active account.
- v. Within one (1) business day of receiving the new account file from the State, the Contractor shall establish the new account within their system, and within two business days from the receipt of the new account file the Contractor shall issue and mail a Card to each new Cardholder.
- vi. The Contractor shall not close an account without first receiving written consent from State. Prior to seeking to close an account Contractor must inform the applicable Agencies if the associated Card is linked to multiple programs and consent must be obtained from all applicable Agencies.
- vii. When a Card is returned by the United States Post Office as undeliverable, the Contractor shall notify the State within two business days of receiving the undeliverable Card. All undeliverable Cards shall be returned to the Contractor's operations center.

- viii. If a Card is returned undeliverable, the Contractor must mail a new Card to the Cardholder when an updated address is provided to the Contractor by the State Agency or the Cardholder.
- ix. All system data and data submitted to the Contractor by or on behalf of the Agencies is the property of the State of Indiana.

2. Negative Balance

- i. To the extent allowed by the Visa or Mastercard processing rules, the Contractor operating network shall disallow any transaction that causes a Cardholder to exceed the amount available in his or her account.
 - 1) The State shall not be liable for any transaction or other associated costs that cause a Cardholder to exceed the amount available in his or her account.
- ii. If a negative balance occurs, Contractor must adhere to the following Section 3. Settlement and Reconciliation in addressing it.

3. Settlement and Reconciliation

- i. The Contractor is responsible for the settlement and reconciliation review of accounts.
- ii. If the Contractor determines that an account has a negative balance, the Contractor may determine how and when the account will post from recurring deposits and identify liability for write-offs and referrals to the fraud division or criminal authorities, as applicable.
 - 1) Subject to Visa & Mastercard Rules, Cardholders and merchants will have 120 days to reconcile disputes or claims for services provided to the Cardholder. Accounts will remain in negative balance condition until one of these following conditions occur:
 - a. Adjustments to disputes or merchant re-presentments are posted to the account;
 - b. Return of funds from ATM over dispersing of funds, within 48 hours;
 - c. New deposits are posted to the account to cover the negative condition;
 - d. Unauthorized transactions have been identified, and the Contractor conducts a write-off under provisions of Regulation E (available here: <https://www.federalreserve.gov/bankinfo/reg/regecg.htm>) making the cardholder account whole;
 - e. Criminal actions are taken against the Cardholder for fraudulent activities, misuse of the card and/or when the Cardholder has acted in bad faith; or
 - f. Death, incapacity, or incarceration of a Cardholder and the account is closed because collections cannot be performed.
- iii. It is the Contractor's responsibility to defer collections of negative balances with Cardholders in any cases where the Cardholder has acted in good faith, where adjustments to the account will be made whole with the closure of a dispute, where merchant error has caused the condition and where the timeframe for investigating a claim is elongated waiting on feedback from merchant paperwork or Visa/Mastercard arbitration.
- iv. The Contractor should have a method for the Agency to pull back funds that were sent in error to debit cards that have not been activated and activated cards for the following scenarios (at a minimum, but not limited to):
 - 1) Deceased Cardholder
 - 2) Incarcerated Cardholder
 - 3) Change of Custody in Child Support Case
 - 4) Fraud

- 5) Funds deposited in error
- 6) Dormant, unpinned Cards

The Contractor shall notify the Agency immediately upon funds being returned to the Agency and include the detail of the funds.

- v. The Contractor must take aggressive actions for fraud, misuse of a Card by a Cardholder and where fraudulent actions have been identified either by a Cardholder, merchant or collusion between the two parties.
 - 1) In such cases, if a bank notifies the Contractor bank's fraud department to initiate collections, the Contractor shall support the investigative request for account documentation and transaction history, interact with referrals to law enforcement and coordinate the information for subpoenas.
 - 2) The collection may occur through volunteer payments made by the Cardholder, wage garnishment or capture of financial assets. In cases of criminal restitution, the courts may define the collection process.
 - 3) The Contractor will notify the State when fraud cases are identified and document the activities of ongoing investigations at the case level.
- vi. The Contractor assumes the liability of any write-offs.

4. Rejected ACH Transactions

- i. ACH transactions that are rejected due to inaccurate account information or closed accounts shall be researched by the Contractor and, when possible, corrected and re-sent to the issuing Agency. The Contractor must return to the Agency, via that Agency's bank as applicable, any funds that could not be settled to the issuing State Agency within 90 calendar days of the initial ACH.
- ii. At a minimum, the Contractor shall provide the following information for each unsettled payment returned to the State: transfer type, total amount, attempted settlement date(s), and bank account number (including the ABA bank routing transit number).
- iii. Upon notification, the Contractor will initiate retrieval actions from those ACH transactions which the State has deemed to be erroneous.

T. Security and Detection of Fraud and Abuse

- 1. The Contractor must advise, assist and appropriately act to aid the State in detection and investigations of abuses by stores, Cardholders or personnel (State, Contractor or a third party), including but not limited to, reporting unusual activity.
- 2. This may entail cooperation with various authorities of the State and Federal agencies responsible for compliance with laws and regulations surrounding the programs.
- 3. The Contractor shall not receive compensation or cost reimbursement from the State under this Contract, including for Security and Detection of Fraud and Abuse activities.
- 4. The State must cooperate with Federal agencies to create cases and provide Cards and information for the investigation. The State and Contractor will determine an orderly process for these responsibilities to be conveyed to any merchant, when appropriate. Access to information concerning these matters will be restricted both at the State and the merchant so that the investigations are not compromised. Minimally, the following are necessary:
 - i. Creation of cases and Cards to be used by investigators;
 - ii. Posting benefit amounts to the investigative cases, possibly on an irregular basis as needed by the investigators;
 - iii. The maintenance of records for ten (10) years to match certain State requirements;

- iv. Accessing call logs when the associated Card has been linked to suspected fraudulent activity;
- v. Receipt and response to subpoenas requesting Card activity within two (2) business days;
- vi. Training, Card issuance, and PIN selection for investigators using the cases;
- vii. Providing reports on the investigative cases showing the amounts funded to the cases and the transaction histories of the funds on a monthly basis;
- viii. Providing information from the system within 24 hours, as needed, for evidence;
- ix. Providing extract files, starting at implementation, of transaction history on a regular basis to the Agencies

5. Security Document

- i. The Security Document shall describe the administrative, physical, technical, and systems controls to be implemented for the SVC Program. It shall be finalized, with State approval, within 30 calendar days of the Contract's Effective Date.
- ii. The Contractor must include a description of its security procedures and policies regarding control of cardstock (secure storage, limited access by personnel, bulk inventory control records, subsequent control records to the point of issuance, and periodic review of inventory controls), and must maintain and provide an audit log reflecting access and Card activity upon the State's request.
- iii. The Document must identify any perceived or real risks to the Contractor's system. The analysis of the Contractor's SVC Program must include:
 - 1) Vulnerability to:
 - a. theft and unauthorized use;
 - b. unauthorized creation or altering of household accounts;
 - c. unauthorized posting of issuance;
 - d. the tampering of information on ACH transmission or settlement network.
 - 2) Completeness and timeliness of the reconciliation system;
 - 3) Availability of a complete audit trail of all transaction activity.
- iv. A complete audit trail must be part of the security process, to provide, at a minimum, a complete transaction history of each activity that affects any account balance.
- v. The Contractor may not sell to a third party or use any Cardholder account information, including but not limited to names, addresses, social security numbers, and email addresses for such purposes other than those agreed upon in writing between the State and the Contractor.
- vi. If any Cardholder account information is compromised or a Contractor/subcontractor system containing Cardholder account information is compromised, the Contractor is required to notify the State immediately and is responsible for any security breach of such Cardholder account information. The Contractor must adhere to all applicable State and Federal privacy and security breach notification laws.
 - 1) The Contractor shall update the State Agency at least weekly following a compromise on the status of the investigation and of any law enforcement or forensic data security investigation findings relating to the incident involving State Cardholder data.

U. Miscellaneous Commitments

1. Data Breach

- a. The Contractor shall be solely liable for any unauthorized acquisition or disclosure of data retained on, or any malicious act or attempt to gain unauthorized access to, disrupt or misuse, Contractor's servers or data storage facilities, including subcontractors' servers or data storage facilities ("Adverse Incident"). Contractor agrees to notify the Agencies, within four (4) hours or as soon as legally and practically possible, upon the discovery of any Adverse Incident that has or could compromise the confidentiality, integrity or availability of Agencies' data.
- b. To the extent permitted by law, Agencies shall be notified within a reasonable time of any Adverse Incident impacting the Contractor's or a subcontractor's system or process used for processing of Agency data, whether or not any Agency data has been impacted, if:
 - a) Notice of the Adverse Incident is required to be provided to any government body, self-regulatory agency or any other supervisory body; or
 - b) Contractor has a reasonable belief that the Adverse Incident will be reported publicly; or
 - c) The Adverse Incident has a reasonable likelihood of materially harming any material part of the normal operations of Contractor.
- c. If it is concluded that an Adverse Incident occurred involving Agency data, the Agencies shall be the primary point of contact in any communications with its Cardholders, unless otherwise mutually agreed by the parties. To the extent that Contractor itself is required to send any notice or communications to Cardholders, any notice or communication to affected Cardholders regarding the breach will be subject to approval by the Agencies, which will not be unreasonably withheld. The Contractor will provide the necessary incident response report in a timely manner to determine the characteristics and severity of the Adverse Incident and perform a root-cause analysis, including forensic review, if applicable, of the Adverse Incident.
- d. To the extent necessary, Agencies' data shall be maintained by Contractor and subcontractors in storage facilities located within the continental United States.

2. Subcontracting

- a. The following should be considered Subcontractors:
 - a) Any third-party that acts on behalf of the Contractor directly or indirectly to fulfill requirements of this Contract.
 - b) Any third-party that acts on behalf of the Contractor directly or indirectly to make it possible for the Contractor to fulfill requirements of this Contract.
 - c) Any person not directly employed by the Contractor, meaning any person acting as a third-party, any contracted employee by the Contractor, or entity performing work, providing services or goods, including, but not limited to licenses, software, consultation, and recommendations under this contract.
- b. The Contractor shall not assign this Contract or enter into a subcontract for any of the services performed under this Contract without obtaining the prior written approval of the State. If such subcontract agreements are approved by the State, each shall contain all sections of this Contract. The Contractor shall be the Prime Contractor and shall be responsible for all work performed on this Contract. The Contractor is responsible for and will ensure that all requirements upheld by all parties performing work under this contract regardless if they are employees of the Contractor or any subcontractors.
- c. The Contractor is the sole point of contact for the Contract.

- d. As the sole point of contact, the Contractor should be the State contacts with regards to contractual matters, including payment of any and all Subcontractor charges resulting from this Agreement. The State, other than approving such Subcontractors has no obligation, financial or otherwise, to any Subcontractor and shall not be deemed in privity with any Subcontractor.
- e. A subcontractor is never to bill, invoice, charge, or otherwise assess a fee to the State or any cardholder for services and products rendered under this Contract.
- f. Any subcontractor fees resulting from this Contract are not the responsibility or obligation of the State or any cardholder.
- g. The Contractor shall be the main point of contact for the Contract. No User Agency shall have direct contact with the Subcontractor unless the User Agency requests to meet with the Subcontractor. Upon request the Contractor shall be present in meetings with Subcontractors.
- h. The State will have no requirement to interact with any of the Subcontractors. Should the State wish to maintain direct contact with Subcontractor, the Contractor will agree to remove that Subcontractor from the Contractor managed program, at which time all performance and payment obligations to the said Subcontractor shall rest with the State.
- i. The User Agency will not ever see a difference in services regardless of which company performs the services. The Contractor must manage their subcontractors effectively and ensure the highest quality of services as determined by the User Agency. The Contractor will ensure all Terms and Conditions are in their agreements with all subcontractors.
- j. The Contractor takes full responsibility and understands that all requirements in this Contract are obligatory and at no time shall the Contractor lapse regardless of the use of Subcontractors in this agreement.
- k. The Contractor shall manage the Subcontractors. Reports shall be given at a minimum quarterly to assess their performance. These reports shall be provided to the Vendor Manager within seven (7) business days of completion. If the State takes issues with anything in the report or feels something was overlooked the Contractor will immediately address and remedy it with the Subcontractor.
- l. The Contractor understands that they are solely responsible for the management of the Subcontractors. The Contractor guarantees the performance of all Subcontractors.
- m. The Contractor is solely responsible for any issue or concern with the Contract. The Contractor must manage the performance of any subcontractor. The Contractor must prevent, repair, and resolve any issue or concern regarding subcontractor performance, poor performance, or non-performance.
- n. The Contractor shall hold all Subcontractors to the SLAs, Metrics, and other requirements in this Contract. When a Subcontractor misses a Metric, SLA, or other requirement in this agreement, the Contractor is solely responsible for all corrections, and will fully correct with the User Agency, this includes, but is not limited to remedying any damages or other effects as a result of poor or nonperformance by a Subcontractor.

3. Directed Sourcing

The Contractor and the State agree to work together to develop a mutually agreed upon directed source commitment program. A directed source provision is a contractual commitment whereby the Contractor is required to purchase

and/or sub-contract for items specified from a preferred or directed source. The directed source commitment program shall include the following requirements:

- a) Contractor agrees and understands that all approved State Use products (relating to the Electronic Payment Cards categories) will be available through work center QPAs or through the directed source provision.
- b) Contractor agrees to sell approved items from work centers unless the work center (vendor) cannot meet the delivery and/or specifications, as requested. Approved items shall include those listed on current State Use Contracts.
- c) State Use products shall be introduced on an annual basis and included with this directed source provision.
- d) At the time an approved item is introduced and included with the directed source provision, the State and Contractor shall determine the appropriate mark-up, if any. Only items that are warehoused and delivered by the Contractor shall be subject to a mark-up. A fair market assessment shall be provided as justification for proposed mark-up and shall receive approval of the State Contract Manager before item is introduced through this Contract.

4. Industry Expertise

- a. The Contractor will act as an industry expert on behalf of the State of Indiana and any current or potential users of the Contract.
- b. The Contractor will provide information on potential, pending, and current laws, changes in the market, in the industry, potential efficiencies, and enhancements.
- c. The Contractor must provide tips, recommendations, experience, best practices, research, historical information, support, insights into similar clients,
- d. The Contractor must provide insight, copies, and interpretations of laws governing any topic related to this contract.
- e. The Contractor must provide any copies and site reasoning for any decision, circumstances,
- f. The Contractor must be legally compliant and obey laws that govern their company, this agreement, the goods and services provided under this contract, and subcontractors. Information, laws, regulations, and documentation must be provided, including anything requested by the State, regarding any action, policy, process, procedure, or other event that transpires.
- g. The Contractor must provide any information on services, changes, processes to any parties the State of Indiana deems appropriate in the State approved time frame and manner. Level of detail may vary depending on the audience.
- h. The Contractor must provide any report or information the State of Indiana and User Agency requests unless it is illegal to disclose such information. If information is not legally able to be disclosed the Contractor must notify the requesting party and the IDOA Vendor Manager in writing no later than two business days after the request is made. The notice must contain full reasoning for not providing as well as site and provide a copy of all laws including, but not limited to court records and rulings. In the event a dispute of this nature is brought to the IDOA Commissioner as detailed in Section 16. Disputes the Contractor must furnish all this information to the Commissioner as well as evidence that all the appropriate documentation, as defined in this section, was provided in the agreed upon two business days. Failure to provide any or all of this could cause unfavorable results for the Contractor, including but not limited to termination of this agreement and debarment from future solicitations.

5. No minimums to use this contract, render services, or execute a sub-agreement will be permitted.
6. The Proposal Process:

At any time throughout the life of the Contract the Contractor creates a CAP, QA, sub-agreement of otherwise this is the process that the Contractor will follow:

 - a) The Contractor submits the initial proposal or request.
 - b) If the State does not accept then the Contractor has five (5) business days to offer a new proposal. Failure to provide a proposal as defined in this agreement will result in a \$100 administrative fee per business day it is delayed. This fee will not be assessed if IDOA waives this fee on a one time basis. Each time a proposal is not accepted a new written waiver must be issued unless otherwise stipulated by IDOA. If the State does not accept the Contractor provided solution, the Contractor must submit a new proposal. All requirements of the proposal apply to a new proposal. The Contractor providing the same solution, which are solutions that do not change processes or intent of prior proposals, will not count as a new proposal and does not comply with required solutions. Justification should be provided with the proposal to prove that it is actually a viable solution. Solutions that are not truly viable, do not have accurate justification, do not truly address the objective or objectives defined by the State or the Contractor as described above do not count as proposals. The State or User Agency may offer a solution that they deem acceptable. At that point the Contractor has the five (5) business days to accept or propose an alternative option. After the five business days with no new proposal, the Contractor accepts the offer and has the timeframe to execute. The Contractor cannot avoid service issues including, but not limited to credits and fee reductions, by proposing the same solution again.
 - c) The State may elect to temporarily waive the Contractor's responsibility to fully address until the next Quality Assessment or a different time period as determined by the State. Such waiver must be done in writing and solely at the discretion of the State or User Agency. The Contractor cannot waive such responsibility, but they may provide adequate evidence for the State to make such determination. The State may determine that evidence is not sufficient and no waiver is granted. A waiver is not guaranteed. Seeking a waiver does not impact the proposal timeframe. The Contractor must put full effort into providing all users the best services and program possible, as such the Contractor must put full effort into and take full responsibility for fully addressing all issues, concerns, problems, frustrations, and areas that are lacking.
 - d) If the State has no objections to the proposal, the proposal shall be implemented within twenty-four (24) hours or the allotted timeframe in the fully addressed proposal. From that point, the Contractor has the agreed upon timeline to make the changes and cure the issues. The timeline shall be determined by the State. If the Contractor has any issue associated with the proposal objectives, goals, purpose, by the end of the timeline, the State shall obtain an administrative fee of \$500 per occurrence per day until truly resolved from the Contractor in the form of a check with the supportive reporting model. IDOA solely has the right to grant a waiver for part or all of this fee. Waivers are strictly for one time and only apply to a specific occurrence. This does not guarantee any future waivers. The waiver can be cancelled and the original assessed fees may be incurred in addition to new fees, if any issue arises again. At any point, the State has the right to invoke the Termination for Default clause.

7. Purchasing Card

The Contractor shall accept the State's Purchasing Card (P-Card) as an optional form of payment, if advised by the State Contract Manager. The Contractor shall accept any credit card-user handling fees associated with the acceptance of the State's Purchasing Card.

8. Standards and Compliances

The Contractor must agree to provide all services and complete all work in accordance with all regulations, laws, and codes. This includes, but is not limited to, the Electronic Fund Transfer Act (Regulation E). The Contractor will at all times complete work at a minimum of meeting all standards, laws, codes, regulations, policies, procedures, or any other requirement by the State, User Agency, or other governing body including, but not limited to the Federal Government and at all times must be compliant and certified as required. The State reserves the right to notify the Contractor of new requirements at any time. The Contractor is solely responsible for understanding, knowing, and compliance with all standards, laws, codes, regulations, policies, procedures, or any other requirement. The Agencies may elect to put language, special specifications, terms, conditions, in the Scope of Service Deliveries (SSD) or acknowledge certain compliance that the Contractor will accept as part of the Contract. That in no way shall waive the Contractor from any responsibility. The Contractor must meet all requirements that may take effect even without updating the SSD. In the event it is discovered that the State is out of compliance, the Contractor must immediately take the lead and help the State and the Agencies become compliant. The Contractor also is responsible for knowing the industry and staying informed on legislation and regulations that can impact relevant markets, industries, and this Contract. The Contractor recognizes the State retains the right to terminate per section **45. Termination for Default**. The Contractor will assume all claims, liability, damages, and obligations resulting from noncompliance with all or part of this agreement including executed Scope of Service Deliveries.

- a) National Institute of Standards and Technology (NIST)
- b) The Federal Information Security Management Act (FISMA)
- c) Health Insurance Portability and Accountability Act of 1996 (HIPAA)
- d) GLBA (Gramm-Leach-Bliley Act)
- e) Federal Department of Labor
- f) Regulations including, but not limited to E, C, and Z
- g) Unemployment Insurance Program Letters
- h) Social Security Act
- f) Federal Unemployment Tax Act
- g) National Consumer Law Center
- h) Publication 1075
- i) Federal Bureau of Investigation (FBI)
- j) Dodd-Frank Act
- k) Consumer Financial Protection Bureau (CFPB)
- l) Federal Reserve
- m) Network Branded Prepaid Card Association
- n) Electronic Funds Transfer Association
- o) Center for Financial Services Innovation
- p) National Automated Clearing House Association (NACHA)
- q) Preauthorized Payment and Deposit (PPD)
- r) Federal Information Processing Standards (FIPS)
- s) The Contractor must be a Federal Depository Insurance Corporation (FDIC), Federal Savings and Loan Insurance Corporation (FSLIC), or National Credit Union Share Insurance Fund (NCUSIF) bank with at

least one branch in the State of Indiana or the Contractor must subcontract with such a commercial bank.

- t) The Contractor meets the Payment Card Industry Data Security Standard (PCI DSS) and is authorized by the appropriate associations, networks, and other necessary organizations to provide Financial Services for debit cards (on-line and off-line).
- u) The Contractor (or subcontractor) must be a member of Visa or Mastercard Card Associations and be an authorized issuer of cards for the purposes detailed in this Contract.

9. Close Out

- a. At the expiration of resulting Contract, or if at any time prior the State should terminate the resulting Contract, the Contractor must cooperate with any subsequent vendor who might assume operations of the SVC Program. The Contractor must coordinate the transition of all SVC Program components to the subsequent vendor or back to the State upon notice of Contract termination.
- b. If a subsequent vendor is unable to assume operations on the planned date for transfer, the Contractor must be able to continue to perform the operations on a month to month basis for up to six months beyond the planned transfer date under prevailing Contract terms and fee structure.
- c. At the end of the term of this Contract, the Contractor must provide the following transition services:
 - a) Work with the State and any other organization(s) designated by the State to facilitate an orderly transition of services;
 - b) Continue to issue new Cards, and re-issue lost/stolen/damaged Cards based on the Cardholders' request until the mutually agreed upon ending transition date;
 - c) Work professionally with the State's subsequent vendor to execute a smooth and timely transition at the end of the Contract;
 - d) Coordinate with the subsequent vendor on the migration of customer service functions during database conversion. This may require the development of special IVR messages approved by the State for use during Cardholder information database conversion;
 - e) Maintain proper levels of staffing throughout the phase out to ensure all requirements are met and no lapses in service occur;
 - f) Maintain all systems, software, and support to ensure all requirements are met and no lapses in service occur;
 - g) Transfer ownership to the State of all toll-free numbers used in conjunction with customer service functions;
 - h) Provide the State the right to serve as a mediator between the Contractor and the subsequent vendor, subcontractors, providers/vendors, and Cardholders;
 - i) Allow for fallback in case of Account conversion failure;
 - j) Provide remaining audit reports on their due dates as required for the Contract period; and
 - k) Fully comply with all applicable laws, regulations, rules, guidelines, or policies.
- d. Any end of services through this Contract, whether the State exercises an option to terminate the Contract in part or all or if the Contract expires, the State reserves the right to receive the following to the extent the State determines necessary. The Contractor will provide all that is

requested in the following to the specifications of the State including, time, place, format, and manner for the following:

- a) The Contractor acknowledges and accepts any poor or non-performance of any section of this Contract including, but not limited to this section of the agreement could have negative impacts that the Contractor will assume all liability,
- b) At the end of the contract, regardless of manner with which the contract ends, the Contractor must maintain the same if not better, quality and levels of service. The Contractor must follow all terms and conditions in this agreement during close out and transition. The State may provide the Contractor with additional, necessary close out requirements.
- c) The Contractor understands any transition materials including reporting, account information, data, work products, contracts, records, files, images, relevant information, file layout, file transfers, will be given to the State of Indiana or a State designee. The Contractor understands any noncompliance including delays, loss, destruction, could be detrimental. The Contractor agrees to provide everything requested in the requested timeframe. The Contractor accepts and acknowledges. However, disclosure to parties outside of the State, must have express written consent.
- d) Reporting
 1. The Contractor, must quarterly report on a list of all account numbers. The Contractor will provide a complete list of all accounts no later than six (6) months of the end of the Contract.
 2. At any time the State requests, the list must be provided to the IDOA Vendor Contract Manager and any contact designated by the IDOA Vendor Contract Manager in writing. At the time of request the State will identify a way to securely provide the information or will ask the vendor to provide a secure and way to provide the information free of charge. At a minimum the Contractor must provide the reconciliation the on the contract expiration date and one year, six months, three months, one month from the expiration date and all new expiration dates later defined through amendments to the contract. The Contractor must always provide the most recent version and it must be completely accurate at the time of transmission.
 3. The Master Account List must contain all accounts provided to the contractor from the implementation of this and all past contracts, as well as all accounts created through this contract. At a minimum the Master Account List must contain the date the account was established, the date the file to establish the account was provided to the Contractor, the number of agencies that have made deposits to the account since it was established, the amount of money in the account, the date the first deposit was made to the account, the date of the most recent deposit, the date of the most recent card activity, the most recent card activity that took place, number of cards issued, date of card expiration, the type of fee most recently assessed, the date the fee was assessed, and the dollar amount of the most recent fee

assessed, the number of in-network ATM transactions completed, the number of out-of-network ATM transactions completed, reports of fraud on any card issued to them, the number of calls they have made, the date they pinned their card, the number of merchant purchases using a pin, the number of merchant purchases signed for, the number of times money was removed at a bank branch in-network, the number of times money was removed at a bank branch out of network, and number of times money was transferred to another account.

4. for all accounts regardless of length, company it was established with,
5. Changes
 - a. No changes to the report may take place without the written approval of the IDOA Vendor Contract Manager. For any reason the IDOA Vendor Contract Manager can stipulate a date the changes will take place in said approval. That will become the date the changes must take place without the Contractor defaulting on the Contract.
 - b. A sample of any proposed changes or discussed changes must be provided to the State upon request.
 - c. There are only two reasons a change may occur to the report. Such changes include, but are not limited to layout, information provided, and transmission of the report.
 - i. One reason a change may occur is if the State mandates a change to the report, then the vendor has 10 business days to comply with the written change.
 - ii. The second is if there is a legal obligation to change the report. If such obligation exists the Contractor must provide all documentation and information to support such change and prove the change is truly a legal requirement to the IDOA Vendor Contract Manager immediately and at a minimum of 30 days before the Contractor wishes the changes to take place. The State shall review all information provided and proposed changes. The State reserves the right to determine that a proposed change is not truly a legal requirement, determine the proposed change will not satisfy their need and allow the vendor to make a new proposal, request a different change to the report to satisfy the same need, or approve in writing.

- e) Each card holder account that is established for the life of the agreement, with the number of transactions, must be reported here.
- f) All Cardholder and Account data
- g) All of the following will be performed by the deadlines stipulated by the State. In the event the Contractor is not able to meet required expectation, the Contractor may request an extension from the State with adequate reasoning and evidence of such request not being possible. Lack of planning by the vendor or not beginning on the request early enough will not be tolerated. The Contractor acknowledges and accepts any poor performance, non-performance, or inappropriate action can lead to serious ramifications. Not meeting a deadline will result in a credit of \$1,000 per impacted agency per day the deadline is not met. If the State gives a waiver for just cause, a new deadline will be established by the State and the process will restart.
- h) The Contractor must provide a Project Manager who will lead and be responsible for the Contractor's overall performance of the transition assistance services and who will be the primary point of contact for the State during the End of Contract Transition.
- i) The Contractor must maintain all services and service level agreements throughout the life of the contract and through the transition. The Contractor must maintain adequate staffing levels with proper capabilities. The Contractor must review staffing decisions with the State prior to removing personnel during this time. All work must still be performed in a timely and customer friendly manner. Employees with historical knowledge and able to provide insight into the contract must be retained and help with the transition until the last day of the contract unless **13. Continuity of Services** is enacted. At that time, the Contractor must retain and keep said employees engaged throughout that period.
- j) The Contractor must provide feedback on the proposed Transition Plan.
- k) The Contractor must also provide the following:
 1. Description of actions to be taken by the Contractor in performing transition assistance.
 2. Description of how the transfer of data and files occur
 3. relevant information regarding the services to the State of Indiana under this Contract,
 4. resources
 5. operations,
 6. data,
 7. documentation and work products, and
 8. contracts will be achieved.
- l) Description in detail of any dependencies on the successive vendor or the State necessary for the Contractor to perform the transition assistance services (including an estimate of the specific Contractor staffing required).
- m) Inventory of documentation and work products required to facilitate the transition of responsibilities
- n) Set out the timeline for the transfer of each component of the terminated services (including key milestones to track the progress of the transfer) driven by the dates stipulated by the State.

- e. Identification of the Services and related positions or functions that require transition and a schedule, plan and procedures for the successive vendor or the State assuming or reassuming responsibility.
- f. Define a schedule and plan for Contractor's return to the State or its designee of the State's confidential information, data, documents, records, files, images, tapes and disks in the Contractor's possession.
- g. The Contractor must coordinate a State approved process which ensures continued banking services until all collection and disbursement activity is final.
- h. The Contractor must provide all account information for all accounts resulting from this contract, even ones that are cancelled, inactive, suspended, or closed to the new Contractor. All levels of detail and information must be provided.
- i. The Contractor must provide all reports deemed necessary by the State to close the Contract.
- j. Implementation
- k. Records

2. Consideration

Total Remuneration under this Contract shall not exceed \$0.00. The Contractor agrees that all fees (all listed in **Exhibit A**) include delivery, shipping, service and administrative costs required to provide delivery to all State locations unless specifically approved, in writing, by the State.

A. Pricing Errors and Overcharges

For any pricing errors or overcharges discovered by either party, the Contractor shall reimburse the Cardholders in full for all overcharges. Additionally, the Contractor shall pay to the State an administrative fee of 15% of total purchase price for all items invoiced at incorrect pricing. Any pricing errors shall be corrected by the next business day of notification to the Contractor of the error. The Contractor shall provide a credit to the User Agency for pricing errors or penalty fees.

B. Financial Warranty

The Contractor shall not use the State of Indiana's pricing (fee schedule), as listed in **Exhibit A**, to negotiate lower prices on existing or new contracts ("Competing Contracts") with entities that are Agencies, as defined in **Section 1(A)** of this Contract. If the Contractor executes Competing Contracts that include any of the fees contracted hereunder, and the fee is provided at a price lower than that which is charged under this Contract, the lower price per activity shall be effective from the date the Competing Contract was executed.

In addition to the State's new Contract price (fee) per activity, which resulted from the Competing Contract's lower price per activity, the Cardholders shall also be entitled to a credit for the difference between the amounts paid per activity, as listed in **Exhibit A**, and the Competing Contract's lower price per fee. The credit will be calculated based on the historical volume ordered by each Cardholder from the date the Competing Contract was executed to the date the Contractor updates the fee.

It shall not be a violation of this section for the Contractor to respond to a bid, request for proposal, request for quotation, or similar public solicitation process ("Bid") from any Agency **and** to offer different prices for products not offered in this Contract, as listed in **Exhibit A**.

3. Term

This Contract shall be effective for a period of TBD. It shall commence on TBD and shall remain in effect through TBD.

4. Access to Records.

The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract, and for three (3) years from the date of final payment under this Contract, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.

5. Assignment; Successors.

A. The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that the Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

B. The Contractor shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent. Additionally, the Contractor shall provide prompt written notice to the State of any change in the Contractor's legal name or legal status so that the changes may be documented and payments to the successor entity may be made.

6. Assignment of Antitrust Claims.

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

7. Audits.

The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC § 5-11-1, *et seq.*, and audit guidelines specified by the State.

The State considers the Contractor to be a "Contractor" under 2 C.F.R. 200.330 for purposes of this Contract. However, if it is determined that the Contractor is a "subrecipient" and if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements), Contractor shall arrange for a financial and compliance audit, which complies with 2 C.F.R. 200.500 *et seq.*

8. Authority to Bind Contractor.

The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and accepted by the State.

9. Changes in Work.

The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the State. The Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

10. Compliance with Laws.

A. The Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.

B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, *et seq.*, IC § 4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Contractor has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Contract.** If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. The Contractor agrees that any payments currently due to the State of Indiana may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.

D. The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Contractor agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.

E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC § 5-17-5.

F. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and

denial of further work with the State.

G. The Contractor affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

H. As required by IC § 5-22-3-7:

(1) The Contractor and any principals of the Contractor certify that:

(A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of:

(i) IC §24-4.7 [Telephone Solicitation Of Consumers];

(ii) IC §24-5-12 [Telephone Solicitations]; or

(iii) IC §24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and

(B) the Contractor will not violate the terms of IC § 24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

(2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC § 24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

11. Condition of Payment.

All services provided by the Contractor under this Contract must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of any federal, state or local statute, ordinance, rule or regulation.

12. Confidentiality of State Information.

The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material, and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract will not be disclosed to or discussed with third parties without the prior written consent of the State.

The parties acknowledge that the services to be performed by Contractor for the State under this Contract may require or allow access to data, materials, and information containing Social Security numbers maintained by the State in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the State agree to comply with the provisions of IC § 4-1-10 and IC § 4-1-11. If any Social Security number(s) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.

13. Continuity of Services.

- A. The Contractor recognizes that the service(s) to be performed under this Contract are vital to the State and must be continued without interruption and that, upon Contract expiration, a successor, either the State or another contractor, may continue them. The Contractor agrees to:
1. Furnish phase-in training; and
 2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- B. The Contractor shall, upon the State's written notice:
1. Furnish phase-in, phase-out services for up to sixty (60) days after this Contract expires; and
 2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the State's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency.
- C. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- D. The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).

14. Debarment and Suspension.

- A. The Contractor certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.
- B. The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

15. Default by State.

If the State, sixty (60) days after receipt of written notice, fails to correct or cure any material breach of this Contract, the Contractor may cancel and terminate this Contract and institute measures to collect monies due up to and including the date of termination.

16. Disputes.

- A. Should any disputes arise with respect to this Contract, the Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

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

C. If the parties are unable to resolve a contract dispute between them after good faith attempts to do so, a dissatisfied party shall submit the dispute to the Commissioner of the Indiana Department of Administration for resolution. The dissatisfied party shall give written notice to the Commissioner and the other party. The notice shall include: (1) a description of the disputed issues, (2) the efforts made to resolve the dispute, and (3) a proposed resolution. The Commissioner shall promptly issue a Notice setting out documents and materials to be submitted to the Commissioner in order to resolve the dispute; the Notice may also afford the parties the opportunity to make presentations and enter into further negotiations. Within thirty (30) business days of the conclusion of the final presentations, the Commissioner shall issue a written decision and furnish it to both parties. The Commissioner's decision shall be the final and conclusive administrative decision unless either party serves on the Commissioner and the other party, within ten (10) business days after receipt of the Commissioner's decision, a written request for reconsideration and modification of the written decision. If the Commissioner does not modify the written decision within thirty (30) business days, either party may take such other action helpful to resolving the dispute, including submitting the dispute to an Indiana court of competent jurisdiction. If the parties accept the Commissioner's decision, it may be memorialized as a written Amendment to this Contract if appropriate.

D. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for the Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

E. With the written approval of the Commissioner of the Indiana Department of Administration, the parties may agree to forego the process described in subdivision C. relating to submission of the dispute to the Commissioner.

F. This paragraph shall not be construed to abrogate provisions of IC § 4-6-2-11 in situations where dispute resolution efforts lead to a compromise of claims in favor of the State as described in that statute. In particular, releases or settlement agreements involving releases of legal claims or potential legal claims of the state should be processed consistent with IC § 4-6-2-11, which requires approval of the Governor and Attorney General.

17. Drug-Free Workplace Certification.

As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor, or an employee of the Contractor in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of \$25,000.00, the Contractor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will: (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

18. Employment Eligibility Verification.

As required by IC § 22-5-1.7, the Contractor swears or affirms under the penalties of perjury that the Contractor does not knowingly employ an unauthorized alien. The Contractor further agrees that:

- A. The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC § 22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.
- B. The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.
- C. The Contractor shall require his/her/its subcontractors, who perform work under this Contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

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

19. Employment Option.

If the State determines that it would be in the State's best interest to hire an employee of the Contractor, the Contractor will release the selected employee from any non-competition agreements that may be in effect. This release will be at no cost to the State or the employee.

20. Force Majeure.

In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

21. Funding Cancellation.

As required by Financial Management Circular 2007-1 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

22. Governing Law.

This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

23. HIPAA Compliance.

If this Contract involves services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Contractor covenants that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103), and agrees that it is subject to, and shall comply with, the provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information.

24. Indemnification.

The Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all third party claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. The State will not provide indemnification to the Contractor.

25. Independent Contractor; Workers' Compensation Insurance.

The Contractor is performing as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party. The Contractor shall provide all necessary unemployment and workers' compensation insurance for the Contractor's employees, and shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under this Contract.

26. Indiana Veteran Owned Small Business Enterprise Compliance.

Award of this Contract was based, in part, on the Indiana Veteran Owned Small Business Enterprise (“IVOSB”) participation plan, as detailed in the IVOSB Subcontractor Commitment Form, commonly referred to as “Attachment A-1” in the procurement documentation and incorporated by reference herein. Therefore, any changes to this information during the Contract term must be approved by IDOA’s IVOSB Division (“IVOSB Division”) and may require an amendment. It is the State’s expectation that the Contractor will meet the subcontractor commitments during the Contract term. The following certified IVOSB subcontractor(s) will be participating in this Contract: **[Add additional IVOSBs using the same format.]**

IVOSB PERCENT	COMPANY NAME	PHONE	EMAIL OF CONTACT PERSON
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Briefly describe the IVOSB service(s)/product(s) to be provided under this Contract and include the estimated date(s) for utilization during the Contract term:

A copy of each subcontractor agreement must be submitted to the IVOSB Division within thirty (30) days of the effective date of this Contract. The subcontractor agreements may be uploaded into Pay Audit (Indiana’s subcontractor payment auditing system), emailed to IndianaVeteransPreference@idoa.IN.gov, or mailed to IDOA, 402 W. Washington Street, Room W-478, Indianapolis, IN 46204. Failure to provide a copy of any subcontractor agreement may be deemed a violation of the rules governing IVOSB procurement and may result in sanctions allowable under 25 IAC 9-5-2. Requests for changes must be submitted to IndianaVeteransPreference@idoa.IN.gov for review and approval before changing the participation plan submitted in connection with this Contract.

The Contractor shall report payments made to certified IVOSB subcontractors under this Contract on a monthly basis using Pay Audit. The Contractor shall notify subcontractors that they must confirm payments received from the Contractor in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at: www.in.gov/idoa/mwbe/payaudit.htm. The Contractor may also be required to report IVOSB certified subcontractor payments directly to the IVOSB Division, as reasonably requested and in the format required by the IVOSB Division.

The Contractor’s failure to comply with the provisions in this clause may be considered a material breach of the Contract.

27. Information Technology Enterprise Architecture Requirements. If this Contract involves information technology-related products or services, the Contractor agrees that any such products or services are compatible with the technology standards, including the assistive technology standard, all found at <https://www.in.gov/iot/2394.htm>. The State may terminate this Contract for default if the terms of this paragraph are breached.

28. Insurance.

A. The Contractor and its subcontractors (if any) shall secure and keep in force during the term of this Contract the following insurance coverages (if applicable) covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from Contractor’s performance under this Contract:

1. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than \$700,000 per person and \$5,000,000 per occurrence unless additional coverage is required by the State. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.
2. Automobile liability for owned, non-owned and hired autos with minimum liability limits not less than \$700,000 per person and \$5,000,000 per occurrence. The State is to be named as an additional insured on a primary, non-contributory basis.
3. Errors and Omissions liability with minimum liability limits of \$1,000,000 per claim and in the aggregate. Coverage for the benefit of the State shall continue for a period of two (2) years after the date of service provided under this Contract.
4. Fiduciary liability if the Contractor is responsible for the management and oversight of various employee benefit plans and programs such as pensions, profit-sharing and savings, among others with limits no less than \$700,000 per cause of action and \$5,000,000 in the aggregate.
5. Valuable Papers coverage, if applicable, with an Inland Marine Policy Insurance with limits sufficient to pay for the re-creation and reconstruction of such records.
6. Surety or Fidelity Bond(s) if required by statute or by the agency.
7. Cyber Liability if requested by the State addressing risks associated with electronic transmissions, the internet, networks and informational assets, and having limits of no less than \$700,000 per occurrence and \$5,000,000 in the aggregate.

The Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative a certificate of insurance prior to the commencement of this Contract and proof of workers' compensation coverage meeting all statutory requirements of IC § 22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required if any of the services provided under this Contract involve work outside of Indiana.

B. The Contractor's insurance coverage must meet the following additional requirements:

1. The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.
2. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.
3. The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this Contract shall not be limited by the insurance required in this Contract.
4. The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State agency.
5. The Contractor waives and agrees to require their insurer to waive their rights of subrogation

against the State of Indiana.

- C. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the State to immediately terminate this Contract. The Contractor shall furnish a certificate of insurance and all endorsements to the State before the commencement of this Contract.

29. Key Person(s).

A. If both parties have designated that certain individual(s) are essential to the services offered, the parties agree that should such individual(s) leave their employment during the term of this Contract for whatever reason, the State shall have the right to terminate this Contract upon thirty (30) days' prior written notice.

B. In the event that the Contractor is an individual, that individual shall be considered a key person and, as such, essential to this Contract. Substitution of another for the Contractor shall not be permitted without express written consent of the State.

Nothing in sections A and B, above shall be construed to prevent the Contractor from using the services of others to perform tasks ancillary to those tasks which directly require the expertise of the key person. Examples of such ancillary tasks include secretarial, clerical, and common labor duties. The Contractor shall, at all times, remain responsible for the performance of all necessary tasks, whether performed by a key person or others.

Key person(s) to this Contract is/are _____

30. Licensing Standards.

The Contractor, its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules, or regulations governing services to be provided by the Contractor pursuant to this Contract. The State will not pay the Contractor for any services performed when the Contractor, its employees or subcontractors are not in compliance with such applicable standards, laws, rules, or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification, or accreditation, the Contractor shall notify the State immediately and the State, at its option, may immediately terminate this Contract.

31. Merger & Modification.

This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented, or amended, except by written agreement signed by all necessary parties.

32. Minority and Women's Business Enterprises Compliance.

Award of this Contract was based, in part, on the Minority and/or Women's Business Enterprise ("MBE" and/or "WBE") participation plan as detailed in the Minority and Women's Business Enterprises Subcontractor Commitment Form, commonly referred to as "Attachment A" in the procurement documentation and incorporated by reference herein. Therefore, any changes to this information during the Contract term must be approved by MWBE Compliance and may require an amendment. It is the State's expectation that the Contractor will meet the subcontractor commitments during the Contract

term.

The following MBE/WBE Division (“Division”) certified MBE and/or WBE subcontractors will be participating in this Contract: **[Add additional MBEs and WBEs using the same format.]**

MBE or WBE PERCENT	COMPANY NAME	PHONE	EMAIL OF CONTACT PERSON
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Briefly describe the MBE and/or WBE service(s)/product(s) to be provided under this Contract and include the estimated date(s) for utilization during the Contract term:

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A copy of each subcontractor agreement must be submitted to the Division within thirty (30) days of the effective date of this Contract. The subcontractor agreements may be uploaded into Pay Audit (Indiana’s subcontractor payment auditing system), emailed to MWBECompliance@idoa.IN.gov, or mailed to MWBE Compliance, 402 W. Washington Street, Indianapolis IN 46204. Failure to provide a copy of any subcontractor agreement may be deemed a violation of the rules governing MBE/WBE procurement and may result in sanctions allowable under 25 IAC 5-7-8. Requests for changes must be submitted to MWBECompliance@idoa.IN.gov for review and approval before changing the participation plan submitted in connection with this Contract.

The Contractor shall report payments made to Division certified subcontractors under this Contract on a monthly basis using Pay Audit. The Contractor shall notify subcontractors that they must confirm payments received from the Contractor in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at: www.in.gov/idoa/mwbe/payaudit.htm. The Contractor may also be required to report Division certified subcontractor payments directly to the Division, as reasonably requested and in the format required by the Division.

The Contractor’s failure to comply with the provisions in this clause may be considered a material breach of the Contract.

33. Nondiscrimination.

Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee’s or applicant’s race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law (“Protected Characteristics”). The Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Contract, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any

applicant or employee of the Contractor or any subcontractor.

The State is a recipient of federal funds, and therefore, where applicable, the Contractor and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

34. Notice to Parties.

Whenever any notice, statement or other communication is required under this Contract, it will be sent by E-mail or first class U.S. mail service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

E-mail: _____

B. Notices to the Contractor shall be sent to:

E-mail: _____

As required by IC § 4-13-2-14.8, payments to the Contractor shall be made via electronic funds transfer in accordance with instructions filed by the Contractor with the Indiana Auditor of State.

35. Order of Precedence; Incorporation by Reference.

Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) this Contract, (2) attachments prepared by the State, (3) RFP #_____, (4) Contractor's response to RFP #_____, and (5) attachments prepared by the Contractor. All attachments, and all documents referred to in this paragraph, are hereby incorporated fully by reference.

36. Ownership of Documents and Materials.

A. All documents, records, programs, applications, data, algorithms, film, tape, articles, memoranda, and other materials (the "Materials") not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the Contractor hereby transfers and assigns any ownership claims to the State so that all Materials will be the property of the State. If ownership interest in the Materials cannot be assigned to the State, the Contractor grants the State a non-exclusive, non-cancelable, perpetual, worldwide royalty-free license to use the Materials and to use, modify, copy and create derivative works of the Materials.

B. Use of the Materials, other than related to contract performance by the Contractor, without the prior written consent of the State, is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to the Materials developed for or supplied by the State and used to develop or assist in the services provided while the Materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. The Contractor

shall provide the State full, immediate, and unrestricted access to the Materials and to Contractor's work product during the term of this Contract.

37. Payments.

A. All payments shall be made thirty five (35) days in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, the direct deposit by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC § 4-13-2-20.

B. If the Contractor is being paid in advance for the maintenance of equipment, software or a service as a subscription, then pursuant to IC § 4-13-2-20(b)(14), the Contractor agrees that if it fails to fully provide or perform under this Contract, upon receipt of written notice from the State, it shall promptly refund the consideration paid, pro-rated through the date of non-performance.

38. Penalties/Interest/Attorney's Fees.

The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, IC § 5-17-5, IC § 34-54-8, IC § 34-13-1 and IC § 34-52-2.

Notwithstanding the provisions contained in IC § 5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

39. Progress Reports.

The Contractor shall submit progress reports to the State upon request. The report shall be oral, unless the State, upon receipt of the oral report, should deem it necessary to have it in written form. The progress reports shall serve the purpose of assuring the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

40. Public Record.

The Contractor acknowledges that the State will not treat this Contract as containing confidential information, and will post this Contract on the transparency portal as required by IC § 5-14-3.5-2. Use by the public of the information contained in this Contract shall not be considered an act of the State.

41. Renewal Option.

This Contract may be renewed under the same terms and conditions, subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC § 5-22-17-4. The term of the renewed contract may not be longer than the term of the original Contract.

42. Severability.

The invalidity of any section, subsection, clause or provision of this Contract shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Contract.

43. Substantial Performance.

This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

44. Taxes.

The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the Contractor as a result of this Contract.

45. Termination for Convenience.

This Contract may be terminated, in whole or in part, by the State, which shall include and is not limited to IDOA and the State Budget Agency whenever, for any reason, the State determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date. For the purposes of this paragraph, the parties stipulate and agree that IDOA shall be deemed to be a party to this Contract with authority to terminate the same for convenience when such termination is determined by the Commissioner of IDOA to be in the best interests of the State.

46. Termination for Default.

A. With the provision of thirty (30) days' notice to the Contractor, the State may terminate this Contract in whole or in part if the Contractor fails to:

1. Correct or cure any breach of this Contract; the time to correct or cure the breach may be extended beyond thirty (30) days if the State determines progress is being made and the extension is agreed to by the parties;
2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;
3. Make progress so as to endanger performance of this Contract; or
4. Perform any of the other provisions of this Contract.

B. If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

C. The State shall pay the contract price for completed supplies delivered and services accepted. The Contractor and the State shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

D. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

47. Travel.

No expenses for travel will be reimbursed unless specifically authorized by this Contract. Permitted expenses will be reimbursed at the rate paid by the State and in accordance with the Budget Agency's *Financial Management Circular – Travel Policies and Procedures* in effect at the time the expenditure is made. Out-of-state travel requests must be reviewed by the State for availability of funds and for conformance with *Circular* guidelines.

48. Waiver of Rights.

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

49. Work Standards.

The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the State may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request.

50. State Boilerplate Affirmation Clause.

I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained in the *2018 OAG/ IDOA Professional Services Contract Manual* or the *2018 SCM Template*) in any way except as follows: _____

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database:
https://hr.gmis.in.gov/psp/pa91prd/EMPLOYEE/EMPL/h/?tab=PAPP_GUEST

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

INSERT AWARDED CONTRACTOR

Indiana Department of Administration

By:

By:

Title:

Title:

Date:

Date:

Electronically Approved by: Indiana Office of Technology By: _____ (for) Dewand Neely, Chief Information Officer <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i>	Electronically Approved by: Department of Administration By: _____ (for) Lesley A. Crane, Commissioner <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i>
Electronically Approved by: State Budget Agency By: _____ (for) Jason D. Dudich, Director <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i>	Electronically Approved as to Form and Legality: Office of the Attorney General By: _____ (for) Curtis T. Hill, Jr., Attorney General <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i>

Exhibit A- State of Indiana Pricing

This document is an exhibit to the Master Services Agreement, and is deemed to be attached to and incorporated within the Master Services Agreement by reference. Any inconsistency, conflict, or ambiguity between this exhibit and the Master Services Agreement shall be resolved by giving precedence and effect to the Master Services Agreement.

The following fees should be the highest fees assessed to the Cardholders for the applicable activity listed and only when the applicable activity occurs.

INSERT AWARDED PRICING

Exhibit B- Initial Agency Statement of Work (SOW)/Scope

This document is an exhibit to the Master Services Agreement, and is deemed to be attached to and incorporated within the Master Services Agreement by reference. Any inconsistency, conflict, or ambiguity between this exhibit and the Master Services Agreement shall be resolved by giving precedence and effect to the Master Services Agreement.

See RFP Attachment H Scope of Work

Exhibit C- New Scope of Service Delivery (SSD) Templates

This document is an exhibit to the Master Services Agreement, and is deemed to be attached to and incorporated within the Master Services Agreement by reference. Any inconsistency, conflict, or ambiguity between this exhibit and the Master Services Agreement shall be resolved by giving precedence and effect to the Master Services Agreement.

Document Purpose: These documents are templates for Scope of Service Delivery, sub-agreement templates to be utilized for adding or updating scope of work, spelling out duties of the Contractor, and Program specific requirements during the contract period and shall provide that shall be completed by the Agency, with the assistance of the Contractor, for the purpose of formality and confirmation of the expectations. The final version of this document shall be approved by the Agency, the Contractor, and the State, as part of this contract. It will not be legally binding without being "executed". If WEB is added/modified for scope, then it will route to the Indiana Office of Technology for approval.

Exhibit C-1 - Scope of Work (SOW) Template

This Sub-agreement Scope of Work ("this SOW"), entered into by and between the (Insert State Agency Name Here) (the "State Agency") and (Insert the Awarded Contractor Name Here) (the "Contractor"), and reviewed for approval by Indiana Department of Administration on behalf of All State Agencies (the "State"), in fulfillment of QPA# 29868. In consideration of those mutual undertaking and covenants, the parties agree as follows:

1. Agency and Department(s):
2. Agency Key Contact:
3. Agency Key Contact name, phone number(s), email, etc.:
4. Participating in:

Check the Applicable	Solution
	"One Card Solution"
	Different Solution <i>(if this option, please detail below)</i>

- a. Details:
5. Scope of the Program
6. File Transfers
 - a. Requirements
 - b. Transmission
 - c. Setup
 - d. Performance Standards
7. Description of Services
8. Accounts and Card Requirements
 - a. Secondary Cards
9. Marketing
10. Reporting
11. Testing
12. Compliance and Security
13. Miscellaneous

Non-Collusion and Acceptance

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

In Witness Whereof, Contractor and the State have, through their duly authorized representatives, entered into this Sub-agreement Scope of Work, as represented from the Master Services Agreement for QPA#29868. The parties, having read and understood the foregoing terms of this agreement, do by their respective signatures dated below hereby agree to the requirements thereof.

Contractor:

State of Indiana Agency:

(INSERT AWARDED VENDOR NAME)

_____ **[AGENCY NAME]** _____

Signature: _____ Signature: _____

Printed Name: _____ Printed Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

Indiana Department of Technology

Indiana Department of Administration

(If applicable)

Signature: _____

Signature: _____

Vendor Manager

Date: _____

Date: _____

Exhibit C-2 - Participating Addendum (PA) Template

This Participating Addendum (hereinafter referred to as Addendum) is to be used by Other Governmental Bodies as allowed by the Master Services Agreement (“MSA”), previously identified as Contract #0000000000000000000029868. This Addendum is entered into by and between the (Insert Agency Name Here) (the “Agency”) and (Insert the Awarded Contractor Name Here) (the “Contractor”), as approved by Indiana Department of Administration on behalf of All State Agencies (the “State”). This Addendum and the Master Service Agreement are incorporated into each other and, when read together, shall constitute one integrated document (“this Contract”). Any inconsistency, conflict, or ambiguity between this Addendum and the Form Contract Master Services Agreement shall be resolved by giving precedence and effect to the Master Services Agreement (“MSA”). In consideration of those mutual undertaking and covenants, the parties agree as follows:

1. Agency and Department(s):
2. Agency Key Contact:
3. Agency Key Contact name, phone number(s), email, etc.:
4. Participating in:

Check the Applicable	Solution
<input type="checkbox"/>	“One Card Solution”
<input type="checkbox"/>	Different Solution <i>(if this option, please detail below)</i>

- a. Details:
5. Scope of the Program
6. File Transfers
 - a. Requirements
 - b. Transmission
 - c. Setup
 - d. Performance Standards
7. Description of Services
8. Accounts and Card Requirements
 - a. Secondary Cards
9. Marketing
10. Reporting
11. Testing
12. Compliance and Security
13. Miscellaneous

Non-Collusion and Acceptance

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

In Witness Whereof, Contractor and the State have, through their duly authorized representatives, entered into this Sub-agreement and Participating Addendum, as represented from the Master Services Agreement for QPA#29868. The parties, having read and understood the foregoing terms of this agreement, do by their respective signatures dated below hereby agree to the requirements thereof.

Contractor:

Agency:

(INSERT AWARDED VENDOR NAME)

_____ **[AGENCY NAME]** _____

Signature: _____ Signature: _____

Printed Name: _____ Printed Name: _____

Title: _____ Title: _____

Date: _____ Date: _____

Other Agency

(If applicable)

Signature: _____

Date: _____

Exhibit D- Service Level Agreements (SLA's)

This document is an exhibit to the Master Services Agreement, and is deemed to be attached to and incorporated within the Master Services Agreement by reference. Any inconsistency, conflict, or ambiguity between this exhibit and the Master Services Agreement shall be resolved by giving precedence and effect to the Master Services Agreement.

Service Level Agreement (SLA)

The Service Level Agreements (SLA) are based on agreed upon service levels that are tracked over the course of the contractual term. The Service Level Agreements are created for the purpose to monitor the performance of the Contractor and the overall contractual agreement. These SLA(s) are represented to identify both qualitative and quantitative information. The Contractor shall monitor and fulfill all associated Service Levels through continuous tracking, Key Performance Indicator Surveys, and State Account Management interaction.

The Contractor shall capture these SLAs as designed, and any additional service levels presented from the State over the life of the Contract. In doing so, the Contractor shall facilitate and monitor the performance of all SLAs identified. The Contractor shall tabulate the actual Service Level Agreements and Performance Standards outcomes and present the actual results during each affiliated Quarterly Business Review (QBR). The Contractor will not round up on any numerical numbers, percentages, etc. The data shall not be tabulated as an average; instead the data must be represented as actual statistical information.

A Key Performance Indicator (KPI) is a specific survey submitted to the Cardholders. The intent of the KPI is to obtain real, continuous feedback from the Cardholders on the Contractor's management performance, the Contractor's overall performance, and other identified factors are substance of the KPI. The Contractor must reach out to the Cardholders at least on a quarterly basis to ask the Cardholders to complete the KPI and return. KPI will be available online and accessible through the Web Portal (Desktop and Mobile). The Cardholders shall complete and provide their signed off response to the Contractor. The Contractor shall then compute and report on the results in the Quarterly Business Review. The Contractor shall not round up on any numerical numbers, percentages, etc. The Contractor shall provide all original, supportive documentation to the State Account Manager.

The survey will continuously be available, administered, sent out, and collected. The Contractor will make the survey available and will tabulate the results. The Contractor will send report on the survey results quarterly. These surveys will be used to measure the growth and progress of the program. The Service Levels shown in this contract are still to be followed during all times of the Contract and should be tabulated and scored based on the Measurement of Services.

The Contractor understands and agrees to the standards of work that are expected to be put forth including, but not limited to on average Sometimes Exceeds Expectations (5) for every Service Level Agreement (SLA). In addition to the other terms and conditions of this Master Services Agreement, if the State deems that the Contractor has failed to meet any performance standard of a Performance Metrics, the State reserves the right to ask the Contractor for a Corrective Action Plan (CAP). The State has the discretion to accept multiple Corrective Action Plans from the Contractor, over the life of the contract, if deemed appropriate. If any of the

standards listed below are not met the Contractor must issue the State a Corrective Action Plan per the requirements in the Master Services Agreement.

The Contractor shall conduct surveys at a minimum of quarterly with the Cardholders that used their services during the corresponding time period. The questions are listed in below. No questions can be added or deleted without written approval from the Vendor Manager. If the Vendor Manager requests changes be made to any and all of the surveys the Contractor has 15 business days to update all of the surveys or a mutually agreed upon time.

Upon the State’s written request, but no less than once per quarter, the Contractor shall conduct surveys with the Cardholders; in review of the scope provided by the Contractor. These surveys will have a scale range from 1 to 7 as follows:

- 1=Never Meets Expectations
- 2= Rarely Meets Expectations
- 3=Sometimes Meets Expectations
- 4=Meets Expectations
- 5=Sometimes Exceeds Expectations
- 6=Frequently Exceeds Expectations
- 7=Always Exceeds Expectations.

N/A= Not Applicable/ Did Not Use These Services (The only score that does not count toward the numerator or denominator when calculating the averages.)

The Service Level Agreements are the work standards the Contractor has agreed to meet, uphold, and be compliant with for the life of the Contract. The Contractor shall survey Cardholders to gather this information to determine the quality of Service being provided under this agreement. The table identifies the SLA and the survey question that corresponds. The question listed is the question that the Contractor must ask the Cardholder in the survey (KPI). All Cardholders must be surveyed. The last column lists the corresponding “Performance Standard” or the measurement the Contractor is required to meet or exceed. Each Service Level Agreement must receive an Average of 5 or above.

Service Level Agreement	Survey Question	Performance Standard
Banking Services		
Maintain an adequate level of ATMs available.	How do you rate the availability of the ATMs?	Average of 5 or Higher
Maintain an adequate level of professional In-Network Banks.	How do you rate the In-Network Banks?	Average of 5 or Higher
Offer an easy way for Cardholders to quickly transfer funds to other accounts.	How do you rate the ability to transfer funds to other accounts?	Average of 5 or Higher
The card is easy to use at all retailers who accept <VISA/MC>	How do you rate the ability to use the card in person?	Average of 5 or Higher

Telephonic Services		
Make it easy for Cardholders to get ahold of the Customer Service Representatives.	How would you rate the process to get ahold of a Customer Service Representative?	Average of 5 or Higher
Provide an Automated Customer Service Line that make it easy for cardholders to take care of their needs.	How do you rate the automated customer service line?	Average of 5 or Higher
Provide an Automated Customer Service Line that is easy to navigate with clear and helpful prompts.	How do you rate the prompts on the automated customer service line?	Average of 5 or Higher
Web Portal – Desktop or Mobile		
Provide a Web Portal that is up and running and offers actual benefits to the Cardholders.	How do you rate the availability of the Web Portal?	Average of 5 or Higher
Provide a User Friendly Web Portal.	How do you rate the user friendliness of the Web Portal?	Average of 5 or Higher
Respond quickly and fully to all Web Portal Issues and keep it updated.	How do you rate the responsiveness of the Contractor to fix and update the Web Portal?	Average of 5 or Higher
Card Services		
Provide quick and easy ways for the Cardholders to securely activate their own cards.	How do you rate your satisfaction with the process of activating your card (“Pinning your card”)?	Average of 5 or Higher
Provide quick and easy ways for the Cardholders to securely request and receive a card replacement.	How do you rate your satisfaction with receiving a card?	Average of 5 or Higher
Provide quick and easy ways for the Cardholders to securely request and receive a card in the proper expedited timeframe.	How do you rate your satisfaction with receiving an expedited card?	Average of 5 or Higher
Management Services		
Provide clear explanation of fees and direction so that Cardholders incur zero or minimal fees.	How do you rate satisfaction with the explanation of fees and direction by the Contractor?	Average of 5 or Higher
Provide clear and sufficient information to Cardholders so that they can operate and manage their cards successfully.	How do you rate your satisfaction with the information provided by the Contractor?	Average of 5 or Higher
Provide clear and sufficient training to Cardholders so that they can operate and manage their cards successfully.	How do you rate your satisfaction with the training provided by the Contractor?	Average of 5 or Higher
Provide clear and sufficient instructions to Cardholders so that they can operate and manage their cards successfully.	How do you rate the rate your satisfaction with the instructions provided by the Contractor?	Average of 5 or Higher

Overall Services		
Provide a great program and service overall.	Overall, how do you rate the services that the Contractor provides?	Average of 5 or Higher
Fully address all issues and concerns quickly and completely. Not just respond, but must promptly and completely fix all issues and concerns.	How do you rate the responsiveness of the Contractor?	Average of 5 or Higher
Provide wonderful customer service to every person with regards to all services and areas of this Contract.	How do you rate the customer service provided by the vendor?	Average of 5 or Higher
Provide consistent and reliable service to every person with regards to all services and areas of this Contract.	How do you rate the consistency and reliability of the Contractor?	Average of 5 or Higher
Provide wonderful customer service with a professional demeanor to every person with regards to all services and areas of this Contract.	How do you rate the professionalism of the Contractor?	Average of 5 or Higher
Provide wonderful service to every person with regards to all services and areas of this Contract that instills trust and confidence in the Contractor.	How do you rate your trust and confidence in the Contractor to perform the jobs given them?	Average of 5 or Higher
Provide wonderful and helpful service to every person with regards to all services and areas of this Contract.	How do you rate the helpfulness of the Contractor?	Average of 5 or Higher
Provide solutions driven problem solving for any issues, questions, or concerns service to every person with regards to all services and areas of this Contract.	How do you rate the Contractor's problem solving?	Average of 5 or Higher

Exhibit E- Performance Metrics

This document is an exhibit to the Master Services Agreement, and is deemed to be attached to and incorporated within the Master Services Agreement by reference. Any inconsistency, conflict, or ambiguity between this exhibit and the Master Services Agreement shall be resolved by giving precedence and effect to the Master Services Agreement.

Performance Metric

A performance metrics is a measure of an organization's activities and performance. Performance metrics should support a range of stakeholder needs from customers, shareholders to employees. They are created for the purpose to monitor the performance of the Contractor and the overall contractual agreement. These are represented to identify both qualitative and quantitative information. The Contractor shall monitor and fulfill all associated Performance Metrics.

The Contractor shall capture these metrics as designed, and any additional metric presented from the State over the life of the Contract. In doing so, the Contractor shall facilitate and monitor the performance of all Performance Metrics. The Contractor shall tabulate the actual Performance Metrics outcome and present the actual results during each affiliated Quarterly Business Review (QBR). The Contractor shall not round up on any numerical numbers, percentages, etc. The data shall not be tabulated as an average; instead the data must be represented as actual statistical information.

In addition to the other terms and conditions of this Master Services Agreement, if the State deems that the Contractor has failed to meet any performance standard of a Performance Metric, the State reserves the right to ask the Contractor for a Corrective Action Plan (CAP). The State has the discretion to accept multiple Corrective Action Plans from the Contractor, over the life of the contract, if deemed appropriate.

While the State does not directly pay the Contractor for its services under this Contract, the State nonetheless dedicates its resources to the management and success of the programs enabled by this Contract. Accordingly, if the Contractor provides diminished services under this Contract the State must direct additional resources to the management thereof. In an effort to recompense the State for these resources, the Contractor and the State agree to the administrative fees outlined in this section.

The Contractor's performance is more critical in some areas than others. Accordingly, the Contractor and State agree that certain performance lapses on the part of the Contractor cause more damages to the State than other lapses. These performance areas are divided below into "Important" and "Critical" performance areas, and the parties agree to this classification.

The State requires the Contractor to timely remedy its performance lapses. If the Contractor's performance lapses are not timely corrected the State shall incur additional damage until lapses are remedied. Accordingly, the parties agree that, as detailed below, the administrative fees contemplated below shall continue to accrue as detailed until the underlying performance lapse is remedied.

The Contractor and the State recognize that there may be extenuating circumstances or failures on the part of third parties, or the part of the State, which may contribute to the Contractor's performance lapse.

Verification of Contractor's success or failure to achieve Performance Metrics may be performed by the State or a designated State contractor.

Within the first five days of each calendar month, the Contractor shall issue a check payable to the State for the total amount of administrative fees incurred in the previous quarter with any necessary documentation (to the extent that any accrue).

Performance Metrics and Associated Administrative Fees are as follows:

#	Performance Metric	Importance Level	Performance Metric Standard	Performance Lapse Defined	Administrative Fee
1	Conversion Card Issuance	Critical	<p>The Contractor must issue new Cards to 100% of the active Cardholders no later than 15 calendar days before the Conversion date of the respective Transition Plan to ensure no disruption to benefit access and services.</p> <p>For the purpose of this metric, a Card will be considered issued when it is mailed to the Cardholder at their address on record.</p>	A failure to issue the new Cards to 100% of the active Cardholders 14 or less calendar days before the Conversion Date of the Transition.	\$10,000 dollars each calendar day until the Performance Standard is met.
2	Account Conversion	Critical	<p>Once the conversion date(s) are established and approved by the State as part of the respective Transition Plan, the Contractor must complete the Cardholder account conversion by the specified date.</p> <p>Conversion will be considered complete when all accounts have been converted with an accuracy rate of 99.99% or greater.</p>	A failure to complete account conversion by the specified date.	\$10,000 dollars each calendar day until the Performance Standard is met.
3	Program Readiness Upon Conversion	Critical	<p>At Contractor's go-live and assumption of duties under this Contract, all network, communications and SVC features must be ready.</p> <p>The respective Transition Plan shall include all items to be verified prior to program go-live.</p>	A failure to demonstrate go-live readiness in accordance with the standards and final go-live date in the respective Transition Plan.	\$10,000 dollars each calendar day until the Performance Standard is met.
4	Acceptance of File Transmission	Critical	The Contractor's system must accept all file transmissions sent by the State in an agreed-upon format. If any files are not immediately accepted, the Contractor must resolve the transmission issue within 6 hours.	Failure to resolve a file transmission issue within 6 hours of the earlier of the State's notification of a transmission issue or the Contractor's	<p>\$2,500 dollars for each hour above 6 it takes the Contractor to resolve the file transmission issue.</p> <p>For avoidance of doubt: -This administrative fee can incur for multiple files</p>

				discovery of the transmission issue.	<p>simultaneously</p> <ul style="list-style-type: none"> -This administrative fee incurs the first minute past hour six and again the first minute of each additional hour until the issue is resolved. By way of example, if Contractor takes 8 hours and 12 minutes to resolve a single file's transmission issue, \$5,000 of administrative fees shall be assessed (i.e. this damage is incurred twice) -This administrative fee shall incur regardless of whether or not the hours transpiring are during the Contractor's normal business hours, during a weekend, or a holiday
5	Daily Reporting	Important	The Contractor is required to provide daily business reporting no later than one business day after the day of the activity's reporting period, as detailed in the Master Services Agreement and sub-agreements.	<p>Failure to provide any daily report on the day that it is due.***</p>	<p>\$200 dollars for each calendar day until the daily report is delivered.</p> <p>For avoidance of doubt:</p> <ul style="list-style-type: none"> -This administrative fee can incur for multiple daily reports simultaneously -This administrative fee shall incur regardless of whether or not the days transpiring are business days, weekends or holidays -This administrative fee shall incur for each iteration of the missed report. By way of example: Contractor must produce Daily Report X, on Tuesday Contractor fails to produce Report X for the reporting period, on Wednesday Contractor both fails to produces the report due Tuesday and the report due Wednesday, on Thursday Contractor produces the Tuesday, Wednesday and Thursday reports. Contractor shall be assessed \$600. This figure accounts for the two-day delay for the report due on Tuesday, and a one-day delay for the report due on Wednesday.

6	Monthly Reporting	Important	The Contractor is required to provide monthly reports at a due date agreed upon between the State and Contractor in the Master Services Agreement and sub-agreements	Failure to provide the monthly report on the day that it is due. ***	<p>\$200 dollars for each calendar day until the monthly report is delivered.</p> <p>For avoidance of doubt:</p> <ul style="list-style-type: none"> -This administrative fee can incur for multiple monthly reports simultaneously -This administrative fee shall incur regardless of whether or not the days transpiring are business days, weekends or holidays -This administrative fee shall incur for each iteration of the missed report. By way of example: Contractor must produce Monthly Report Y and Z on the 5th of the month. Contractor furnishes Monthly Report Y on the 7th and Monthly Report Z on the 8th. Contractor shall be assessed \$1,000. This figure accounts for the two-day delay for Report Y and the three-day delay for Report Z.
7	Annual Reporting	Important	The Contractor is required to provide the annual reports at a due date agreed upon between the State and Contractor, as detailed in the Master Services Agreement and sub-agreements.	Failure to provide an annual report on the day that it is due.***	<p>\$200 dollars for each calendar day until the annual report is delivered.</p> <p>For avoidance of doubt:</p> <ul style="list-style-type: none"> -This administrative fee can incur for multiple annual reports simultaneously -This administrative fee shall incur regardless of whether or not the days transpiring are business days, weekends or holidays -This administrative fee shall incur for each iteration of the missed report. By way of example: Contractor must produce Annual Report E and F on the 5th of the month. Contractor furnishes Monthly Report E on the 7th and Monthly Report F on the 8th. Contractor shall be assessed \$1,000. This figure accounts for the two-day

					delay for Report E and the three-day delay for Report F.
8	Other Reporting	Important	The Contractor is required to provide the "other" reports at a due date agreed upon between the State and Contractor, as detailed the Master Services Agreement and sub-agreements.	Failure to provide a report on the day that it is due.***	\$200 dollars for each calendar day until the report is delivered. For avoidance of doubt: -This administrative fee can incur for multiple "other" reports simultaneously -This administrative fee shall incur regardless of whether or not the days transpiring are business days, weekends or holidays
9	Timeliness of Deposit Availability – Child Support Program	Critical	Funds that are transferred to the Contractor from CSB must be available to the Cardholders by 6:00AM the day following the Contractor's receipt of funds.	Availability of funds after 6:00 AM the day following the Contractor's receipt of funds.	\$1,000 for each hour past 6:00AM the funding becomes available For avoidance of doubt: -This administrative fee incurs at 6:01AM the day following the Contractor's receipt of funds and again each hour thereafter. By way of example, if Contractor makes the funds available at 8:23 AM, the Contractor shall be assessed \$3,000. -This administrative fee shall incur regardless of whether or not the hours transpiring are during the Contractor's normal business hours, during a weekend, or a holiday
10	Timeliness of Deposit Availability - Payroll	Critical	Funds that are transferred to the Contractor from AOS must be available to the Cardholders on the Wednesday pay date.	Availability of funds after the Wednesday pay date.	\$1,000 dollars each hour past Wednesday the funding become available. -This administrative fee incurs at 12:01AM the Thursday following the following the paydate. By way of example, if Contractor makes the funds available at 8:23 AM on the Thursday following the pay date, the Contractor shall be assessed \$9,000. -This administrative fee shall incur regardless of whether or not the hours transpiring are

					during the Contractor's normal business hours, during a weekend, or a holiday
11	Timeliness of Deposit Availability – INPRS	Critical	<p>Funds that ar transferred to the Contractor from INPRS must be available to the Cardholder on their pay date, which is either the 1st or 15th of a month.</p> <p>In the event that the 1st or 15th is a holiday, the pay date is the prevoius business day.</p>	Availability of funds after the pay date.	<p>\$1,000 dollars each hour past the pay date the funding becomese available.</p> <p>-This administrative fee incurs at 12:01AM the day following the following the pay date. By way of example, if Contractor makes the funds available at 12:23 AM on the day following the pay date, the Contractor shall be assessed \$1,000.</p> <p>-This administrative fee shall incur regardless of whether or not the hours transpiring are during the Contractor's normal business hours, during a weekend, or a holiday, not withstanding the holiday exception noted above</p>
12	Timliness of Deposit Availability – Other Agencies	Critical	The date that funds must be available to the Cardholder that are transferred to the Contractor from the respective agency per the respective sub-agreement.	Availability of funds after the pay date in the sub-agreements	<p>\$1,000 for each hour past the SLA in the Sub-agreement.</p> <p>This administrative fee shall incur regardless of whether or not the hours transpiring are during the Contractor's normal business hours, during a weekend, or a holiday.</p>
13	Host Response Time for SVC Administrative System	Important	<p>SVC Administrative System transactions that originate at the SVC Administrative System located in the State are subject to a two-second response time.</p> <p>This response time shall be measured on a monthly basis, by the Contractor, and that information shall be relayed to the State by the 15th of each Month.</p>	Failure to meet an average response time of 2 or fewer seconds.	<p>In the first moth the Contractor fails to meet this standard, a liqudated damage of \$500 shall be assessed. For each consecutive month where the Contractor fails to meet this standard the amount of administrative fees increases by \$500. Once the Contractor meets the performance standard in a given month all compounding resets.</p> <p>By way of example: Contractor misses the standard in May and pays a administrative fee of \$500. Contractor misses the standard in June and pays \$1,000. Contractor meets the Standard in July and no</p>

					<p>damage is assessed. Contractor misses the standard in August and pays a administrative fee of \$500.</p>
14	Inaccurate Transactions	Critical	<p>The SVC must only permit no more than two (2) inaccurate transactions per every 10,000 SVC transactions processed.</p> <p>This accuracy standard shall be measured on a monthly basis by the Contractor, and that information shall be relayed to the State by the 15th of each Month.</p>	<p>Failure to meet a transaction accuracy standard of fewer than two (2) inaccurate transactions per every 10,000 SVC transactions processed.</p>	<p>In the first moth the Contractor fails to meet this standard, a liqudated damage of \$2,500 shall be assessed. For each consecutive month where the Contractor fails to meet this standard the amount of administrative fees increases by \$2,500. Once the Contractor meets the performance standard in a given month all compounding resets.</p> <p>By way of example: Contractor misses the standard in May and pays a administrative fee of \$2,500. Contractor misses the standard in June and pays \$5,000. Contractor meets the Standard in July and no damage is assessed. Contractor misses the standard in August and pays a administrative fee of \$2,500.</p>
15	IVR Answering and Responsiveness	Important	<p>99% of all calls which should be answered by the IVR systsem must be answered within two (2) seconds of the first ring, and 100% of IVR menu selections must respond with the correct option within two (2) seconts.</p> <p>These answering and responsivness standards shall be measured on a monthly basis by the Contractor, and that information shall be relayed to the State by the 15th of each month.</p>	<p>Failure to meet either the answering or responsivness standards. Missing one or both standards has the same outcome.</p>	<p>In the first moth the Contractor fails to meet this standard, a liqudated damage of \$500 shall be assessed. For each consecutive month where the Contractor fails to meet this standard the amount of administrative fees increases by \$500. Once the Contractor meets the performance standard in a given month all compounding resets.</p> <p>By way of example: Contractor misses the standard in May and pays a administrative fee of \$500. Contractor misses the standard in June and pays \$1,000. Contractor meets the Standard in July and no damage is assessed. Contractor misses the standard in August and pays a administrative fee of \$500.</p>

16	Calls to CSRs	Important	<p>98% of all calls which have been directed, by a Cardholder's selection, to a CSR must be answered within five (5) minutes from the IVR selection directing the call to a CSR.</p> <p>This answering standard shall be measured on a monthly basis by the Contractor, and that information shall be relayed to the State by the 15th of each month.</p>	<p>Failing to meet the standard that 98% of calls directed to CSRs are answered within five (5) minutes of the directing selection.</p>	<p>In the first month the Contractor fails to meet this standard, a liquidated damage of \$500 shall be assessed. For each consecutive month where the Contractor fails to meet this standard the amount of administrative fees increases by \$500. Once the Contractor meets the performance standard in a given month all compounding resets.</p> <p>By way of example: Contractor misses the standard in May and pays a administrative fee of \$500. Contractor misses the standard in June and pays \$1,000. Contractor meets the Standard in July and no damage is assessed. Contractor misses the standard in August and pays a administrative fee of \$500.</p>
17	Card Issuance	Important	<p>98% of Card issuance requests must be fulfilled on a timely basis. Timeliness is defined as follows:</p> <ul style="list-style-type: none"> -For requests received after 11:15 AM, the next business day -For requests received at or before 11:15AM, the same business day <p>This timeliness standard shall be measured on a monthly basis by the Contractor, and that information shall be relayed to the State by the 15th of each month.</p>	<p>A failure timely fulfill at least 98% of card issuance requests as defined above.</p>	<p>In the first moth the Contractor fails to meet this standard, a liquidated damage of \$500 shall be assessed. For each consecutive month where the Contractor fails to meet this standard the amount of administrative fees increases by \$500. Once the Contractor meets the performance standard in a given month all compounding resets.</p> <p>By way of example: Contractor misses the standard in May and pays a administrative fee of \$500. Contractor misses the standard in June and pays \$1,000. Contractor meets the Standard in July and no damage is assessed. Contractor misses the standard in August and pays a administrative fee of \$500.</p>
18	Call Abandonment Rate	Important	<p>Incoming customer service calls to the service center shall not have an abandonment rate that exceeds 5% of calls.</p> <p>This standard shall be measured on a monthly basis by the Contractor, and</p>	<p>An abandonment rate greater than 5% on the monthly report.</p>	<p>In the first moth the Contractor fails to meet this standard, a liquidated damage of \$500 shall be assessed. For each consecutive month where the Contractor fails to meet this standard the amount of</p>

			that information shall be relayed to the State by the 15 th of each month.		<p>administrative fees increases by \$500. Once the Contractor meets the performance standard in a given month all compounding resets.</p> <p>By way of example: Contractor misses the standard in May and pays a administrative fee of \$500. Contractor misses the standard in June and pays \$1,000. Contractor meets the Standard in July and no damage is assessed. Contractor misses the standard in August and pays a administrative fee of \$500.</p>
19	Reconcillation Process	Important	All reports necessary for the State to successfully perform daily reconciliation must be received by the State no later than 8:00 AM (eastern) the following business day after the cut-off.	The provision of the discussed report after the stiuplated due date/hour.	<p>\$200 dollars for each hour the report is delivered late.</p> <p>For avoidance of doubt:</p> <ul style="list-style-type: none"> -This administrative fee shall incur regardless of whether or not the days transpiring are business days, weekends or holidays - The first assessment of this liqudated damage shall occur at 8:01 AM and hourly thereafter. Thus, if a report is provided at 11:25 AM, a administrative fee of \$400 shall be assessed.
20	Critical Incident Notification	Critical	The Contractor shall notify the designated State staff member within four (4) hours of the discovery of any unexpected system outage, cyver security breach, or natural disaster expected to adversely impact the Contractor's operations.	<p>The provision of this notice by the Contractor to the designated State person in greater than 4 hours.</p> <p>The State and Contactor shall agree on the form of notification (i.e. telephone call, email, in person notification). Contractor cannot not satisfy this standard using a non-specified method.</p>	<p>\$1,000 for each hour past 4 hours it takes the Contractor to provide notice to the designated State staff member.</p> <p>For avoidance of doubt:</p> <ul style="list-style-type: none"> -This administrative fee shall incur regardless of whether or not the time transpiring is on a business day, weekend or holiday - The first assessment of this liqudated damage shall occur one minute past the 4th hour and then again each hour thereafter. By way of example, if the Contractor takes 5 and 11 minutes to notify the State staff

					member, a administrative fee of \$2,000 shall be assessed.
22	ATM Network Sufficiency	Important	<p>At all times, the Contractor must maintain an ATM network in accordance with the requirements of the Contract.</p> <p>In order for an ATM to count towards this network sufficiency requirement, it must be functioning and stocked with cash.</p> <p>The State shall reserve the right to periodically, at a minimum quarterly, request the Contractor verify ATM network sufficiency, including but not limited to the requirements in the Contract.</p>	Any failure to maintain the required ATM Network.	\$500 dollars each calendar day until the Contractor can demonstrate its ATM network meets the requirements of the Contract.
23	Website Availability	Important	<p>The Cardholder website contemplated in the Contract shall be available 24 hours a day, 365 days a year.</p>	<p>Any outage of more than five (5) minutes of any feature or page of the website.</p> <p>This does not count State-approved service outages.</p> <p>The Contractor is required to notify the State of all service outages in excess of five minutes and the length of time it took to remedy that outage.</p>	\$100 per minute for each minute in excess of five (5) minutes until the website is restored to full functionality.
24	CSR Availability to Report Lost or Stolen Cards / Compromised PINs	Important	<p>The Contractor must make CSRs available to report lost or stolen cards or compromised PINs 24 hours a day, 365 days a year in accordance with Section 12.2</p>	<p>Any outage of more than five (5) minutes for this service.</p> <p>This does not count State-approved service outages.</p> <p>The Contractor is required to notify the State of all service outages in excess of five minutes and the length of time it took to remedy that outage.</p>	\$100 per minute for each minute in excess of five (5) minutes until this particular CSR function is restored to full functionality.

***Failure to provide part of the report including specific times, information, fields, or other requirements does not count as providing the report.

Exhibit F- Vendor Performance Reviews

This document is an exhibit to the Master Services Agreement, and is deemed to be attached to and incorporated within the Master Services Agreement by reference. Any inconsistency, conflict, or ambiguity between this exhibit and the Master Services Agreement shall be resolved by giving precedence and effect to the Master Services Agreement.

The Vendor Performance Reviews are an evaluation of Contractor's Performance through reviews performed by various State Designees. The Vendor Performance Review will be used to assess and review the Contractor's performance under this Contract. These reflect the work standards the Contractor has agreed to meet, uphold, and be compliant with for the life of the Contract. It will give the State the ability to assess the strengths and weaknesses of the Contractor and show the quality of the Contractor's work.

The Vendor's Performance will be determined by one overall score, or "Total Performance Score," generated from two factors. The first factor is a quarterly review from the Vendor Manager. This will account for 25% of the score done by filling out the card titled "Vendor Management Evaluation Card" (VMEC). An example of the card to be filled out is listed below. The second factor will be quarterly reviews from the Key Agency Users that will be completed by filling out the card titled "Key Agency Evaluation Card" (KAEC). A copy of each of the cards to be filled out is shown below. The evaluators will be determined by the Vendor Manager. The Vendor Manager will determine which agencies utilize the contract the most as well as which and how many people should represent said agencies as "Vendor Performance Evaluators." All of these scores will be averaged and account for 75% of the Performance Score. The Contractor understands and agrees to the standards of work that are expected to be put forth including, but not limited to Sometimes Exceeding Expectations (4). If the standards are not met and the Contractor receives a Total Performance Score below Sometimes Exceeds Expectations (4), the Contractor must credit the state \$2,000 and issue a Corrective Action Plan as detailed in the Master Services agreement.

The Contractor will send out copies of the review cards at a minimum of quarterly to the names given by the Vendor Manager and copy the Vendor Manager. The correspondence will set a response due date no fewer than 14 business days after the date it was sent. Five days before the response is due back from the agencies the Contractor will send a reminder to the agency contacts. The Contractor will compile the results of all the agencies and the Vendor Manager in the "Vendor Performance Review Register" (VPRR) and report on it at the next Quarterly Business Review (QBR). All contacts chosen by the Vendor Manager must be sent the KAEC. Each "Standard" must receive an Average of 5 or above. The Contractor will issue a Corrective Action Plan as detailed in the Master Services agreement if any specific "Standard" that falls below the weighted average of a Sometimes Exceeds Expectations (4).

The Contractor will also provide copies of all the agency responses to the Vendor Manager during the QBR and give solutions to better their scores going forward. Each of the Contractor's Responsibilities and definition of the service provided (Standard) is listed and next to it (in the same row) there is the review topic that the Agencies will respond. All Contacts provided by the Vendor Manager must be surveyed. The each Service Level Agreement must receive an Average of 4 or above.

The Performance Reviews will have a scale range from 1 to 5 as follows:

- 1= Never Meets Expectations
- 2= Sometimes Meets Expectations
- 3= Meets Expectations
- 4= Sometimes Exceeds Expectations
- 5= Always Exceeds Expectations

Vendor Management Evaluation Card (VMEC)

"Vendor Management Evaluation Card" (VMEC)					
Name of Person Reviewing:			Position: Vendor Manager		
Department: Indiana Department of Administration			Vendor: AWARDED CONTRACTOR		
Comments:				Total Score:	
1= Never Meets Expectations	2= Sometimes Meets Expectations	3= Meets Expectations	4= Sometimes Exceeds Expectations	5= Always Exceeds Expectations	
Standard	Score	Comments	Standard	Score	Comments
Timeliness:			Communication:		
Relationship Management:			Solutions Driven Problem Solving:		
Customer Service:			IT:		
Proactive:			Accessibility:		
Provides Detailed Explanations:			Assessing Fees Properly:		
Account Management:			Provides Necessary Materials:		
Knowledgeable:			Flexibility:		
Reporting:			Judgement:		
Prompt & Effective Corrections:			Provides Detailed Information:		
Helpfulness:			Drive for Results:		
Expert Opinion:			Responses:		
Professionalism:			Stability:		
Issue Management:					
Areas for Improvement:			Goals for the next 6 months:		
Strengths:			Additional Feedback		

Key Agency Evaluation Card (KAEC)

Key Agency Evaluation Card (KAEC)					
Name of Person Reviewing:			Position:		
Department:			Vendor: AWARDED CONTRACTOR		
Comments:				Total Score:	
1= Never Meets Expectations	2= Sometimes Meets Expectations	3= Meets Expectations	4= Sometimes Exceeds Expectations	5= Always Exceeds Expectations	
Standard	Score	Comments	Standard	Score	Comments
Timeliness:			Communication:		
Relationship Management:			Solutions Driven Problem Solving:		
Customer Service:			IT:		
Proactive:			Accessibility:		
Provides Detailed Explanations:			Assessing Fees Properly:		
Account Management:			Provides Necessary Materials:		
Knowledgeable:			Flexibility:		
Reporting:			Judgement:		
Prompt & Effective Corrections:			Provides Detailed Information:		
Helpfulness:			Drive for Results:		
Expert Opinion:			Responses:		
Professionalism:			Stability:		
Issue Management:					
Areas for Improvement:			Goals for the next 6 months:		
Strengths:			Additional Feedback		

Vendor Performance Review Register (VPRR)

Vendor Performance Review Register

Results for the Vendor Performance Review
QPA# 29868- Electronic Payment Cards

Insert Vendor Name

Final Score:

Insert Date

1 = Never Meets Expectations	2 = Sometimes Meets Expectations	3 = Meets Expectations	4 = Sometimes Exceeds Expectations	5 = Always Exceeds Expectations
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Agency	IDOA		Agency 1		Agency 2		Agency 3		Agency 4		Agency 5		Average Score of Standard
	Name of Designee	First & Last Name	First & Last Name	First & Last Name	First & Last Name	First & Last Name	First & Last Name	First & Last Name	First & Last Name	First & Last Name	First & Last Name		
Standard	Score	Feedback	Score	Feedback	Score	Feedback	Score	Feedback	Score	Feedback	Score	Feedback	
Timeliness:													
Communication:													
Customer Service:													
Proactive:													
Provides Detailed Explanations:													
Account Management:													
Knowledgeable:													
Reporting:													
Prompt & Effective Corrections:													
Helpfulness:													
Expert Opinion:													
Planning/Organizing:													
Appropriate Interactions:													
Training:													
Professionalism:													
Solutions Driven Problem Solving													
Relationship Management:													
IT:													
Accessibility:													
Issue Management:													
Provides Necessary Materials:													
Flexibility:													
Judgement:													
Drive for Results:													
Provides Detailed Information:													
Responses:													
Stability:													
Assessing Fees Properly:													

Score Average	Score Average	Score Average	Score Average	Score Average	Score Average	Score Average	Score Average

Weight 25%	Total Weight 75%

Goals for the Next 6 Months:						
Additional Feedback:						
Areas for Improvement:						
Strengths:						

Exhibit G- Project Plan Template

In fulfillment of QPA #29868 - Electronic Payment Cards

This document is an exhibit to the Master Services Agreement, and is deemed to be attached to and incorporated within the Master Services Agreement by reference. Any inconsistency, conflict, or ambiguity between this exhibit and the Master Services Agreement shall be resolved by giving precedence and effect to the Master Services Agreement. This is an example of the Project Request form that the State agencies will work with the Contractor to fill out and define projects and timelines. This form can change with written approval of Vendor Management. Before beginning any and all projects a copy of this or other approved form shall be submitted to the Vendor Contract Manager by the Contractor and any other points of Contact that the State deems necessary within the timeline stipulated in the Master Services Agreement (QPA# 29868) before the proposed start date of a project.

The Contractor Must Complete a Risk Assessment as defined in the Master Services Agreement QPA# 29868 and provide it with the completed document. See Master Services Agreement for timelines, requirements, and other documents necessary to provide.

Attachments

Attachment A: Risk Assessment

If for any reason the Contractor realizes that they may not be able to meet the deadlines or listed "End Dates" on the signed and approved timeline the Contractor has the responsibility to notify the State. When the Contractor notifies the State of possible deadline being missed a mutually agreeable result will be determined in writing based on the Master Services Agreement QPA# 29868.

Project Title:				
Agencies/ Resources Involved:				
Points of Contact: Insert Awarded Contractor: <u>State Agency:</u> <u>Other State Agency (if applicable):</u> <u>IDOA:</u>			Project Start Date:	
			Project Completion Date:	
PLANNING				
Objective(s) and/or Goals:				
Other Projects/ Timeframes to Consider:				
PROJECT PLAN				
Task, Action, Step	Responsible Party	Start Date:	End Date:	Service Level Agreements:

Signatures below are to show approval and acceptance of the proposed timeline. All acting agents are agreeing to make a good faith effort to complete all tasks as quickly and diligently as possible. Any missed deadlines, extra time taken, or failure to perform may cause delay for the entire project or even cancellation. In such cases, the State and the Contractor (**Insert Awarded Contractor Name**) will use the Master Agreement QPA# 29868 to find a mutually agreeable solution and will document it in writing. It is up to Contractor to notify the State of any delays or failures to perform.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.

Contractor:
(INSERT AWARDED VENDOR NAME)

State of Indiana Agency:
_____ **[AGENCY NAME]** _____

Signature: _____ Signature: _____
Printed Name: _____ Printed Name: _____
Title: _____ Title: _____
Date: _____ Date: _____

Indiana Department of Technology
(If applicable)
Signature: _____
Date: _____

Indiana Department of Administration
Signature: _____
Vendor Manager
Date: _____

Confirmation of Completion

Signatures below are to show parties agree this document can now be considered complete and closed. The Contractor signature confirms, acknowledges, and certifies all work regarding this Project Plan is completed and all necessary and required documents have been provided with this Confirmation. The Change is considered complete only when all parties have confirmed by signature. Until signatures are provided the Contractor must work with the Agency to reach completion. The Contractor acknowledges if it is later determined the objective(s), goals, or changes requested were not met or are no longer being completed the Contractor must propose and issue a new Project Plan and follow the process defined in the Contract at no additional cost. All acting agents are agreeing to make a good faith effort to complete all tasks as quickly and diligently as possible. Any missed deadlines, extra time taken, or failure to perform may cause delay for the entire project or even cancellation. In such cases, the State and the Contractor (**Insert Awarded Contractor Name**) will use the Master Agreement QPA# 29868 to find a mutually agreeable solution and will document it in writing. It is up to Contractor to notify the State of any delays or failures to perform.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.

Contractor:
(INSERT AWARDED VENDOR NAME)

State of Indiana Agency:
_____ **[AGENCY NAME]** _____

Signature: _____	Signature: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Indiana Department of Administration
(If applicable)

Signature: _____

Vendor Manager

Date: _____

Exhibit H– Change Request/ Agreement Template In fulfillment of QPA #29868 - Electronic Payment Cards

This document is an exhibit to the Master Services Agreement, and is deemed to be attached to and incorporated within the Master Services Agreement by reference. Any inconsistency, conflict, or ambiguity between this exhibit and the Master Services Agreement shall be resolved by giving precedence and effect to the Master Services Agreement. This is an example of the Change Request/ Agreement Template that the State agencies will work with the Contractor to fill out and define small changes and timelines. This form can change with written approval of Vendor Management. Before beginning any and all changes a copy of this or other approved form shall be submitted to the Vendor Contract Manager by the Contractor and any other points of Contact that the State deems necessary within the timeline stipulated in the Master Services Agreement (QPA# 29868) before the proposed start date of a project.

The Contractor Must Complete a Risk Assessment as defined in the Master Services Agreement QPA# 29868 and provide it with the completed document. See Master Services Agreement for timelines, requirements, and other documents necessary to provide.

Attachments

Attachment A: Risk Assessment

If for any reason the Contractor realizes that they may not be able to meet the deadlines or listed “End Dates” on the signed and approved timeline the Contractor has the responsibility to notify the State. When the Contractor notifies the State of possible deadline being missed a mutually agreeable result will be determined in writing based on the Master Services Agreement QPA# 29868.

Change Request/ Agreement Template				
Change(s) Requested:				
Objective(s) and/or Goals:				
Agencies/ Resources Involved:				
Points of Contact: Insert Awarded Contractor: State Agency: Other State Agency (if applicable): IDOA:			Start Date:	
			Completed by Date:	
Changes Defined				
Task/Action/ Step	Responsible Party	Start Date:	End Date:	Service Level Agreements:

Signatures below are to show approval and acceptance of the proposed timeline. All acting agents are agreeing to make a good faith effort to complete all tasks as quickly and diligently as possible. Any missed deadlines, extra time taken, or failure to perform may cause delay for the entire project or even cancellation. In such cases, the State and the Contractor (**Insert Awarded Contractor Name**) will use the Master Agreement QPA# 29868 to find a mutually agreeable solution and will document it in writing. It is up to Contractor to notify the State of any delays or failures to perform.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.

Contractor: _____ **State of Indiana Agency:** _____
(INSERT AWARDED VENDOR NAME) _____ **[AGENCY NAME]** _____

Signature: _____ Signature: _____
Printed Name: _____ Printed Name: _____
Title: _____ Title: _____
Date: _____ Date: _____

Indiana Department of Technology
(If applicable)
Signature: _____
Date: _____

Indiana Department of Administration
Signature: _____
Vendor Manager
Date: _____

Confirmation of Completion

Signatures below are to show parties agree this document can now be considered complete and closed. The Contractor signature confirms, acknowledges, and certifies all work regarding this Change Agreement is completed and all necessary and required documents have been provided with this Confirmation. The Change is considered complete only when all parties have confirmed by signature. Until signatures are provided the Contractor must work with the Agency to reach completion. The Contractor acknowledges if it is later determined the objective(s), goals, or changes requested were not met or are no longer being completed the Contractor must propose and issue a new Change Request and follow the process defined in the Contract at no additional cost. All acting agents are agreeing to make a good faith effort to complete all tasks as quickly and diligently as possible. Any missed deadlines, extra time taken, or failure to perform may cause delay for the entire project or even cancellation. In such cases, the State and the Contractor (**Insert Awarded Contractor Name**) will use the Master Agreement QPA# 29868 to find a mutually agreeable solution and will document it in writing. It is up to Contractor to notify the State of any delays or failures to perform.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.

Contractor:
(INSERT AWARDED VENDOR NAME)

State of Indiana Agency:
_____ **[AGENCY NAME]** _____

Signature: _____	Signature: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Indiana Department of Administration

(If applicable)

Signature: _____

Vendor Manager

Date: _____

Exhibit I - Definitions and Abbreviations

This document is an exhibit to the Master Services Agreement, and is deemed to be attached to and incorporated within the Master Services Agreement by reference. Any inconsistency, conflict, or ambiguity between this exhibit and the Master Services Agreement shall be resolved by giving precedence and effect to the Master Services Agreement.

Glossary	Acronym	Definition
Auditor of State	AOS	The department is responsible for accounting and reporting all of the State's funds, overseeing and disbursing funds to local units of governments, and paying all the State's bills.
Automated Clearing House	ACH	The electronic clearing and settlement system used for financial transactions by U.S. commercial banks and other institutions.
Automatic Teller Machine	ATM	A machine that dispenses cash or performs other banking services when an account holder inserts a bank card.
Award Recommendation		IDOA's summary to the agency being supported, typically in letter format, of the solicitation and suggestion on Contractor selection for the purposes of beginning contract negotiations.
Card		This is the card that the Cardholder gets as a participant of the SVC Program.
Card Associations		A network of issuing banks and acquiring banks that process payment cards of a specific brand.
Cardholder		A person in possession of a Stored Value Card.
Commercially Useful Function	CUF	A business function that supports the scope of this agreement
Complete		Complete or resolved. Meaning the subject has no more outstanding work, actions, or requirements to complete. This should be at the determination of the State as work should be completed to their needs and satisfaction. In notes it may be referred to as "Closed."
Connect Direct Software		A computer software product that transfers files between mainframe computers and/or midrange computers.
Consumer Financial Protection Bureau	CFPB	The CFPB implements and enforces federal consumer financial laws to ensure that all consumers have access to markets for consumer financial products and services that are fair, transparent, and competitive. Pursuant to the Dodd-Frank Wall Street Reform and Consumer Protection Act, the CFPB has the authority to take action against institutions or individuals engaging in unfair, deceptive, or abusive acts or practices or who otherwise violate federal consumer financial laws.
Contract Award		The acceptance of IDOA's Award Recommendation by the agency being supported in conjunction with the public posting of the Award Recommendation.
Critical Incident		Critical incidents may include any major disruptions in the system functionality which may include but not limited to weather or cybersecurity breach.

Custodial Party		The person who has primary care, custody, and control of the child(ren).
Customers		The combination of State Agencies, Other Governmental Entities, Recipients, and other stakeholders of the Contract.
Federal Deposit Insurance Corporation	FDIC	A U.S. government corporation that preserves and promotes public confidence in the U.S. financial system by insuring deposits in banks and thrift institutions for at least \$250,000 by identifying, monitoring and addressing risks to the deposit insurance funds and by limiting the effect on the economy and the financial system when a bank or thrift institution fails.
Federal Wire	FedWire	Fedwire is a real-time gross settlement funds transfer system operated by the United States Federal Reserve Banks that allows financial institutions to electronically transfer funds between its more than 9,289 participants.
File Transfer Protocol	FTP	A standard for the exchange of program and data files across a network
Financial Services		Professional services involving the investment, lending, and management of money and assets.
Full Time Equivalent	FTE	The State defines FTE as a measurement of an employee's productivity when executing the scope of work in this RFP for a specific project or contract. An FTE of 1 would mean that there is one worker fully engaged on a project. If there are two employees each spending 1/2 of their working time on a project that would also equal 1 FTE
Fully Address		In order to "fully address", the Contractor must provide State approved solutions. The Contractor is responsible for providing, getting, and maintaining State approved solutions. Full process see Section G. Quality Assurance.
Implementation		The successful implementation of the SVC Program for the State of Indiana as specified in the contract resulting from this RFP
Indiana Administrative Code	IAC	
Indiana Code	IC	
Indiana Department of Administration	IDOA	The department oversees the administrative areas of the state's bureaus and departments, including procurement, travel, maintenance of public buildings, and surplus.
Indiana Department of Child Services	DCS	The Department of Child Services protects children and strengthens families through services that focus on family support and preservation. The department administers child support, child protection, adoption and foster care throughout the State of Indiana. The mission of the department is to protect children from abuse and neglect by partnering with families and communities to provide safe, nurturing, and stable homes.
Indiana Department of Workforce Development	DWD	The department provides residents with resources and services needed to advance in the workforce, such as training and employment programs, labor market

		information, job search resources and Unemployment Insurance systems.
Indiana Public Retirement System	INPRS	INPRS is public pension fund that pays monthly benefits to members covered under 8 pension plans offered by the State of Indiana.
Indiana Unclaimed Property Act		This Unclaimed Property law requires businesses to review their records each year to determine whether they hold any funds, securities, or other property that has been unclaimed.
Installation		The delivery and physical setup of products or services requested in this RFP
K-12Indiana		The Contractor shall extend the pricing and services under this Contract to all K-12 entities and work with Educational Service Centers (ESC) to provide access and the means to make purchases through the K-12Indiana purchasing portal which can be accessed at K12Indiana.com.
LibraryIndiana		The Contractor shall extend the pricing and services under this Contract to all Indiana Libraries and work with the State to provide access and the means to make purchases through the LibraryIndiana purchasing portal which can be accessed at LibraryIndiana.com.
Liquidity, Asset Quality, Capital and Earnings	LACE	Ratings to measure the overall financial condition of a company and its ability to meet its credit obligations.
National Automated Clearing House Association	NACHA	A non-profit membership association charged with overseeing the Automated Clearing House (ACH) system, which operates one of the largest, safest and most reliable payment systems in the world.
Other Governmental Entities		An agency, board, a branch, a bureau, a commission, a council, a department, an institution, an office, or another establishment of any of the following: (1) The judicial branch (2) The legislative branch (3) A political subdivision (includes towns, cities, local governments, etc.) (4) A State educational institution.
Other Governmental Entities/OneIndiana		The Contractor shall extend the pricing and services under this Contract to all other governmental entities within the State of Indiana ("Governmental Entities"). Other Governmental Entities are defined as: An agency, board, a branch, a bureau, a commission, a council, a department, an institution, an office, or another establishment of any of the following: (1) The judicial branch (2) The legislative branch (3) A political subdivision (includes towns, cities, local governments, etc.) (4) A State educational institution.
Payment Card Industry Data Security Standard	PCI DSS	An information security standard for organizations that handle branded credit cards from the major card schemes. The standard was created to increase controls around Cardholder data to reduce credit card fraud.
Personal Identification Number	PIN	A number allocated to an individual and used to validate electronic transactions.
Preauthorized Payment and Deposit	PPD	An agreement between a bank and an account holder whereby the account holder gives the bank permission to

		automatically debit the account by a certain amount every month.
Products		Tangible goods or manufactured items as specified in this RFP
Proposal		An offer as defined in IC 5-22-2-17
Recipient		Any person, people, organization, or group that either intends to, will receive, has received, or currently is receiving funds from a State Agency or Other Governmental Entity. Also includes any person, people, organization, or group that a State Agency and/or Other Governmental Entity deems necessary to pay regardless of form of payment. This encompasses Cardholders and potential Cardholders. Cardholders and potential Cardholders are included.
Respondent		An offeror as defined in IC 5-22-2-18. The State will not consider a proposal responsive if two or more offerors submit a joint or combined proposal. One entity or individual must be clearly identified as the respondent who will be ultimately responsible for performance of the contract
Secure Sockets Layer	SSL	A standard security technology for establishing an encrypted link between a server and a client—typically a web server (website) and a browser, or a mail server and a mail client (e.g., Outlook).
Services		Work to be performed as specified in this Contract
State		The State of Indiana
State Agency		As defined in IC 4-13-1, “state agency” means an authority, board, branch, commission, committee, department, division, or other instrumentality of the executive, including the administrative, department of state government. Even if they are not directly utilizing or intending to utilize this contract including, but not limited to the Indiana Office of Technology (“IOT”), the Office of the Attorney General (“OAG”), the Inspector General (“IG”), State Board of Accounts (“SBOA”), State Personnel Department (“SPD”) and the Indiana Department of Administration (“IDOA”).
State Agency		As defined in IC 4-13-1, “state agency” means an authority, board, branch, commission, committee, department, division, or other instrumentality of the executive, including the administrative, department of state government and for the purpose of this RFP, to also include INPRS, an independent body corporate and politic as defined in IC 5-10.5-2-3
Stored Value Card	SVC	A Stored Value Card is a payment card with a monetary value stored on the card itself, not in an external account maintained by a financial institution. Stored Value Cards differ from debit cards, where money is on deposit with the issuer, and credit cards which are subject to credit limits set by the issuer.

Subcontractor		Any individual or group that does not directly contract with the State for work provided under this Contract. Regardless if said work is being directly or indirectly, if it is to allow the Contractor to fulfill obligation, if there is legal requirement to use another party. The following is considered a Subcontractor: any third-party that acts on behalf of the Contractor directly or indirectly to fulfill requirements of this Contract, any third-party that acts on behalf of the Contractor directly or indirectly to make it possible for the Contractor to fulfill requirements of this Contract, and any person not directly employed by the Contractor, meaning any person acting as a third-party, any contracted employee by the Contractor, or entity performing work, providing services or goods, including, but not limited to licenses, software, leases, consultation, and recommendations under this contract.
Total Bid Amount		The amount that the respondent proposes on Attachment D that represents their total, all-inclusive price
Transport Layer Security	TLS	A cryptographic protocol that provide communications security over a computer network.
User Agency		Any agency or agencies (as defined Clause A. Entities Eligible to Utilize Contract of Section 1 Duties of the Contractor) using, ordering, working with the Contractor to establish services, or requesting information from the Contractor. For clarity this term is to distinguish the entity that is requesting services under this agreement or wishes to differentiate from the Indiana Department of Administration Vendor Manager and the
Valuable Scope Contribution	VSC	A business function that supports the scope of this solicitation
Vendor or Contractor		The party entering into this contract with the State of Indiana. Any successful respondent selected as a result of the procurement process to deliver the products or services requested by RFP 19-037.
Virtual Private Network	VPN	A method employing encryption to provide secure access to a remote computer over the Internet.

Exhibit J - Implementation Plan

This document is an exhibit to the Master Services Agreement, and is deemed to be attached to and incorporated within the Master Services Agreement by reference. Any inconsistency, conflict, or ambiguity between this exhibit and the Master Services Agreement shall be resolved by giving precedence and effect to the Master Services Agreement.

Insert Implementation Plan/ Transition Plan

Exhibit K - RFP #19-037 Documentation

This document is an exhibit to the Master Services Agreement, and is deemed to be attached to and incorporated within the Master Services Agreement by reference. Any inconsistency, conflict, or ambiguity between this exhibit and the Master Services Agreement shall be resolved by giving precedence and effect to the Master Services Agreement.

Documents Prepared by the State

(Insert RFP Documents Prepared by the State)

Documents Prepared by the Contractor

(Insert RFP Documents Prepared by the Contractor)