

Contract Terms/Clauses

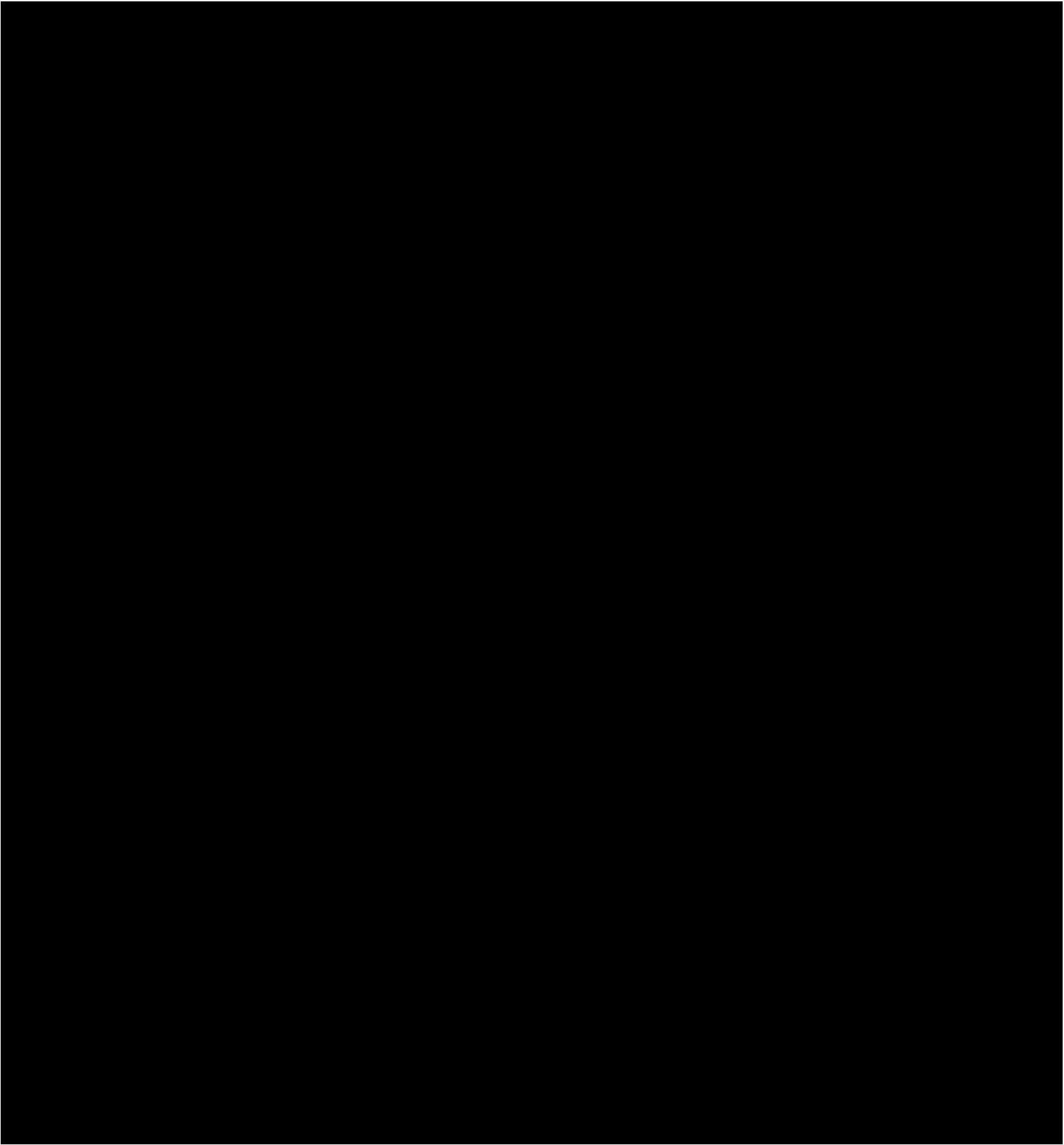
Appendix 4

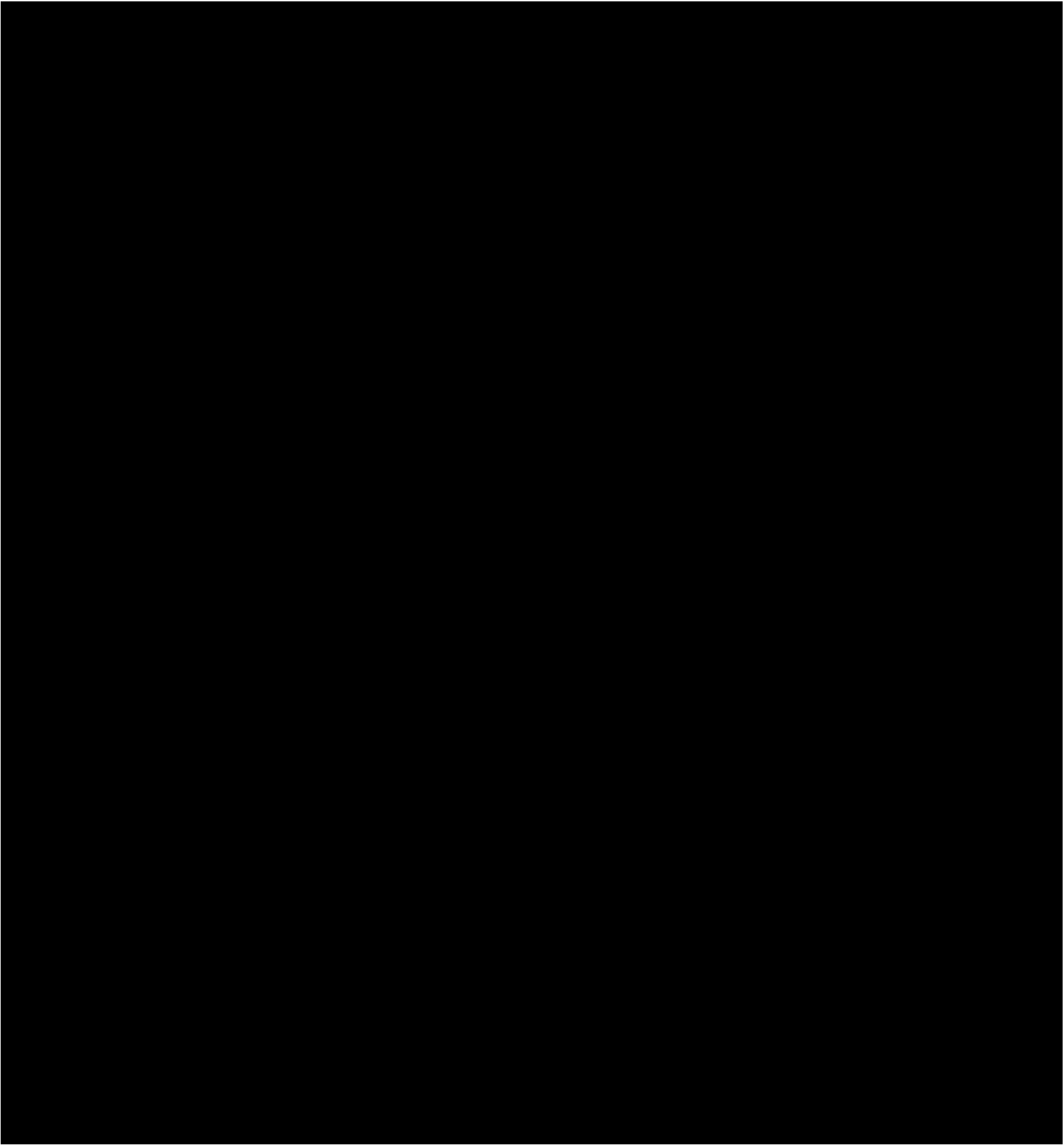
RFP Reference: 2.3.5

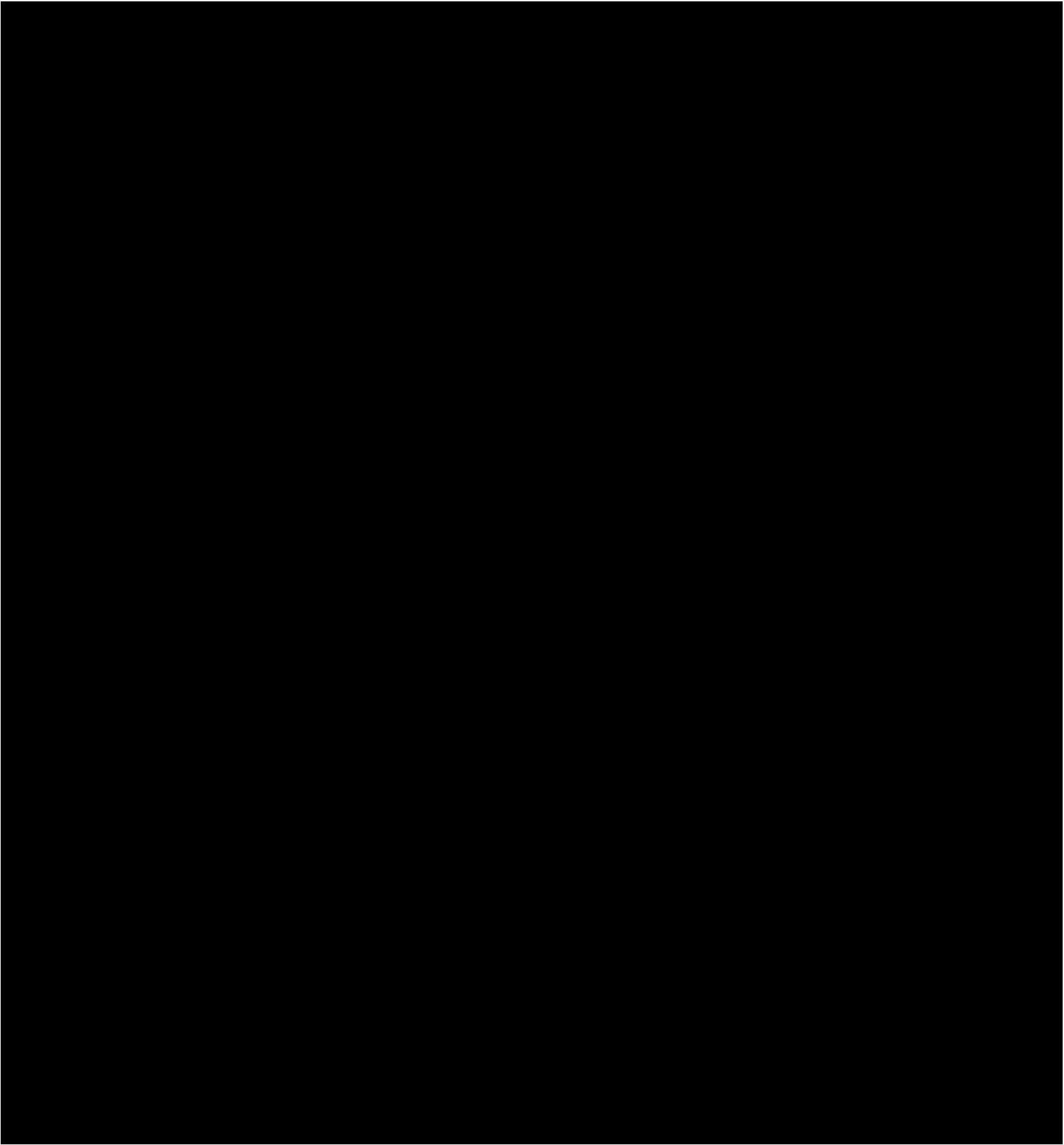
The following documents are available in this attachment:

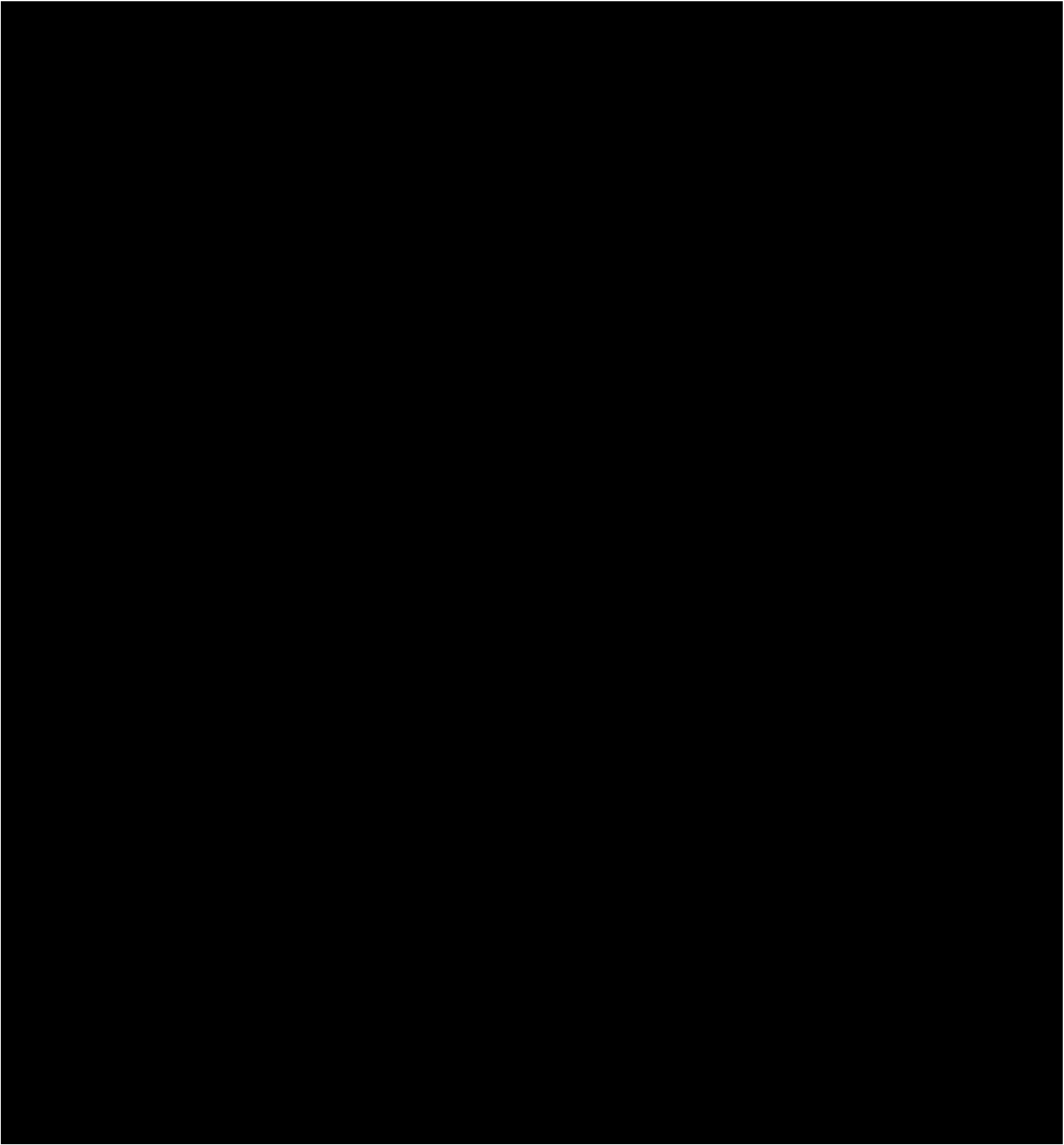
- RFP Attachment B markup, Page 2
- Deloitte Consulting LLP: Contract # 00051048, Page 32
- Deloitte Consulting LLP: Contract # 00056358, Page 126

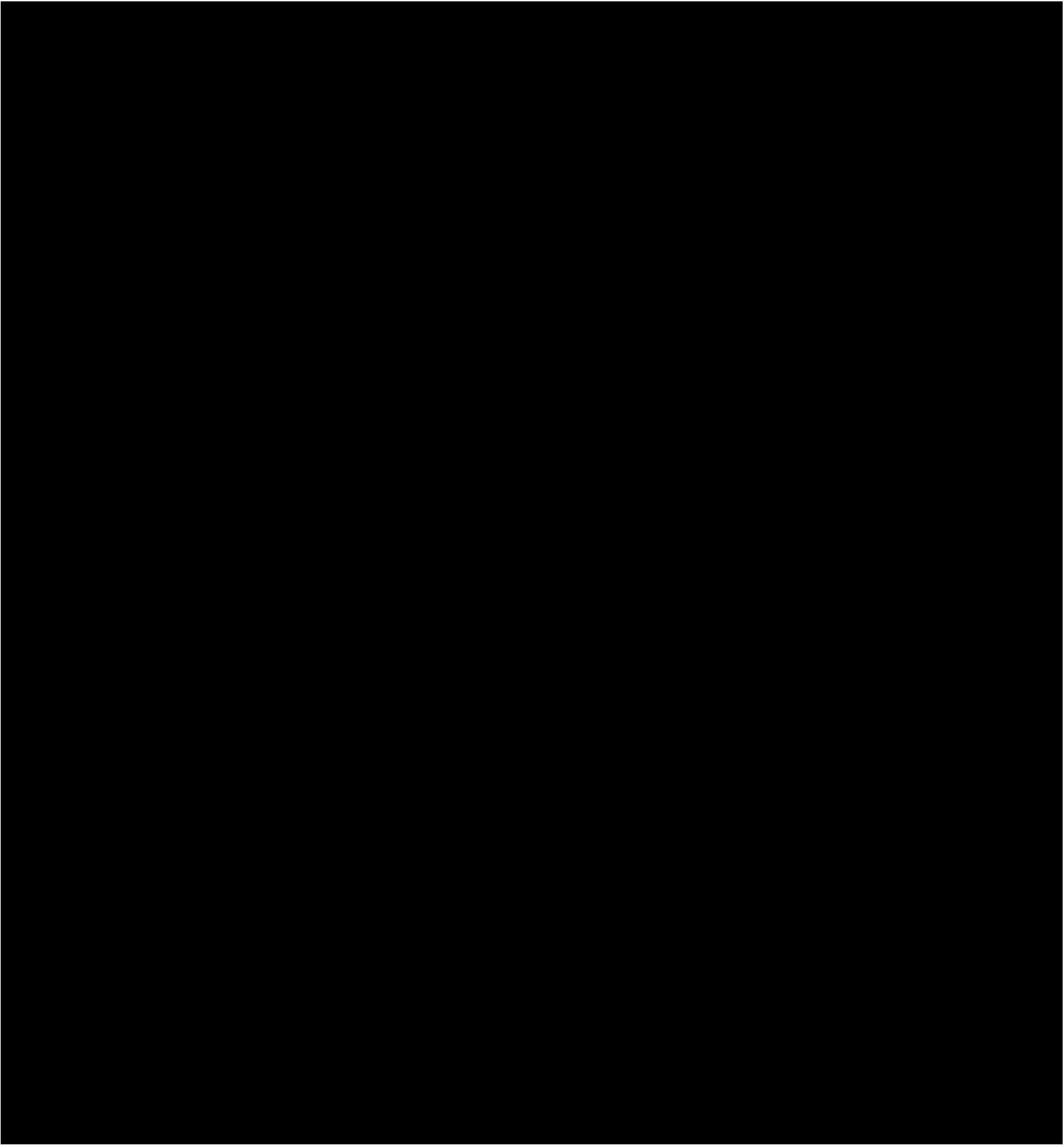


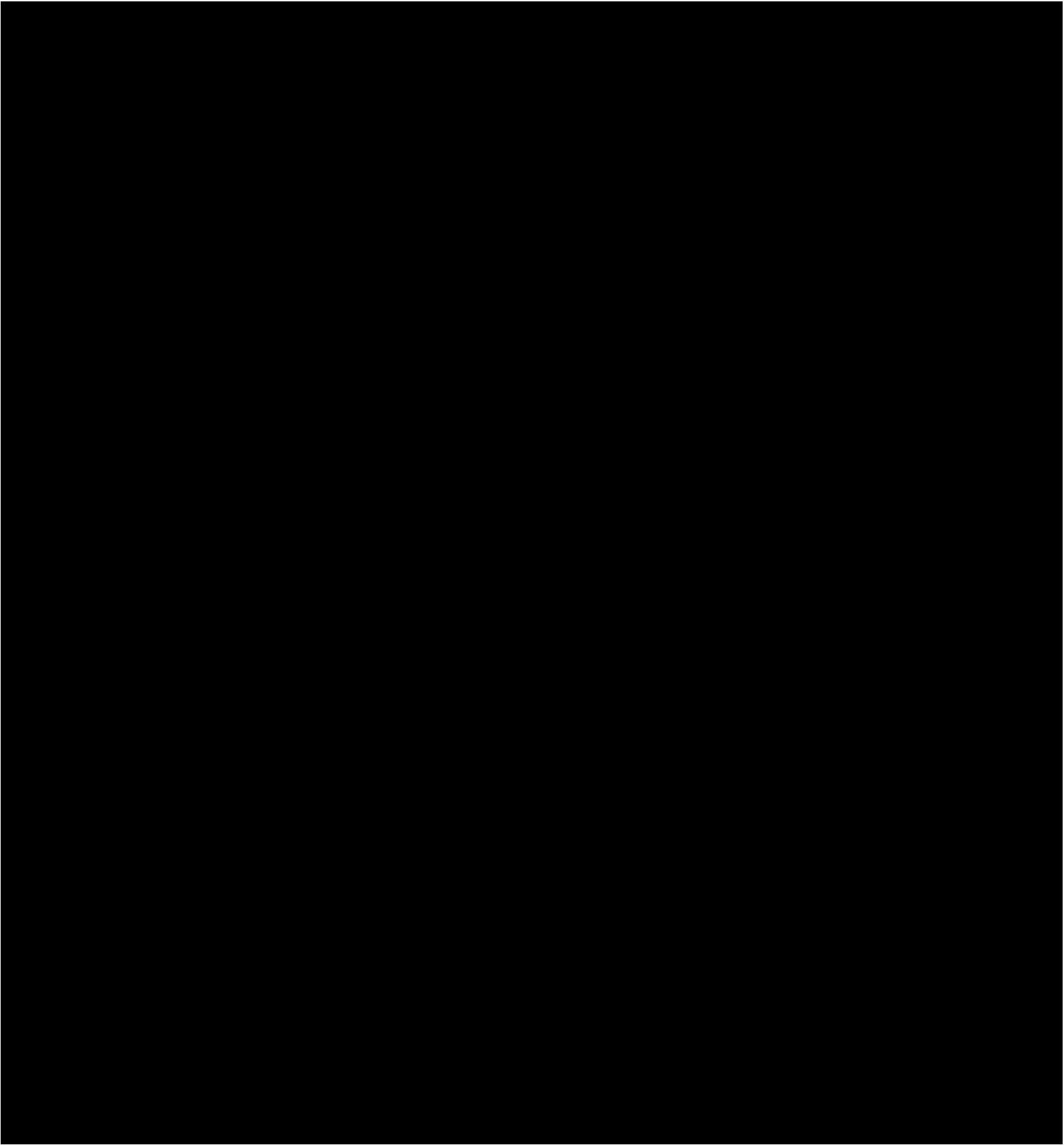


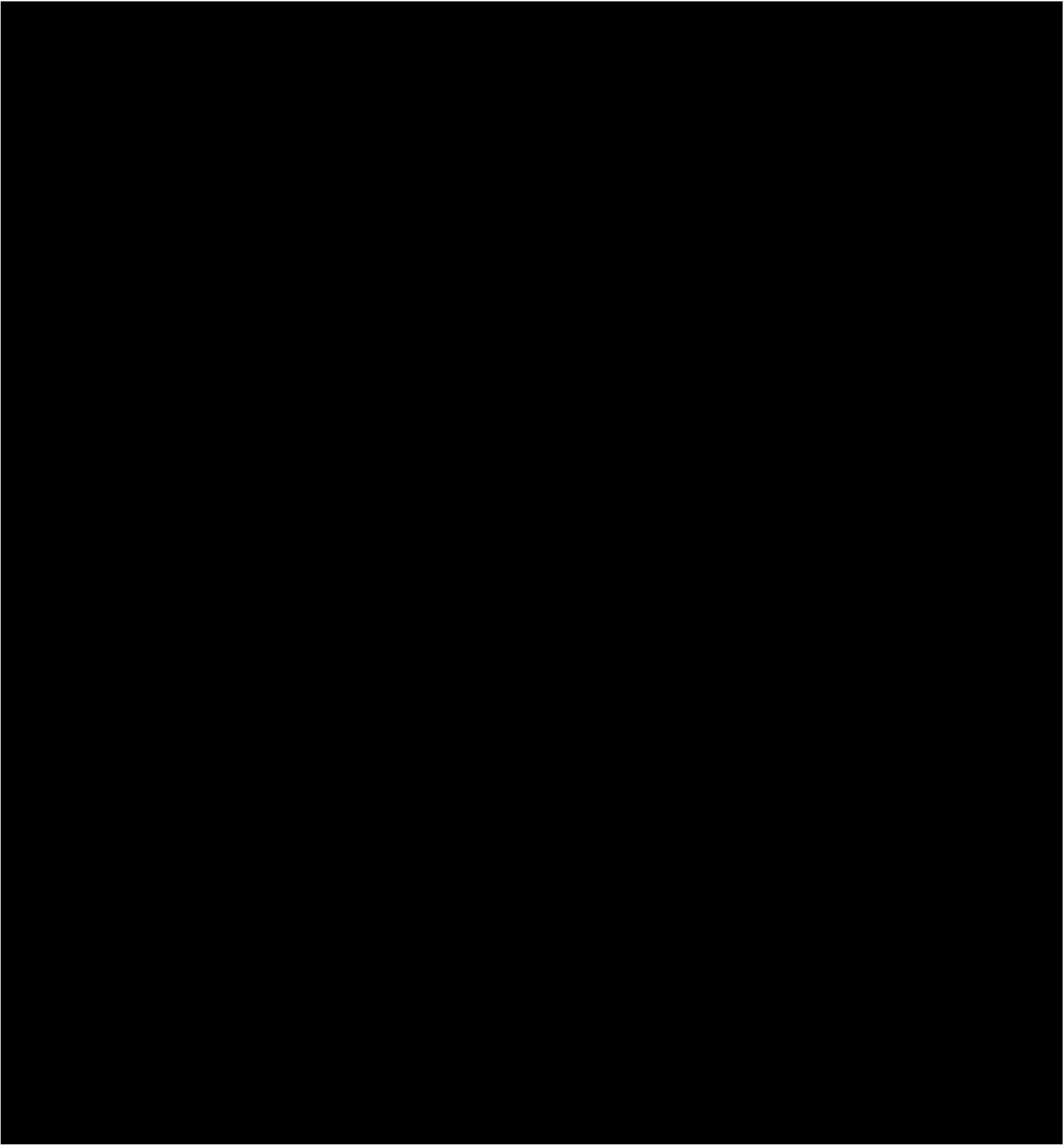


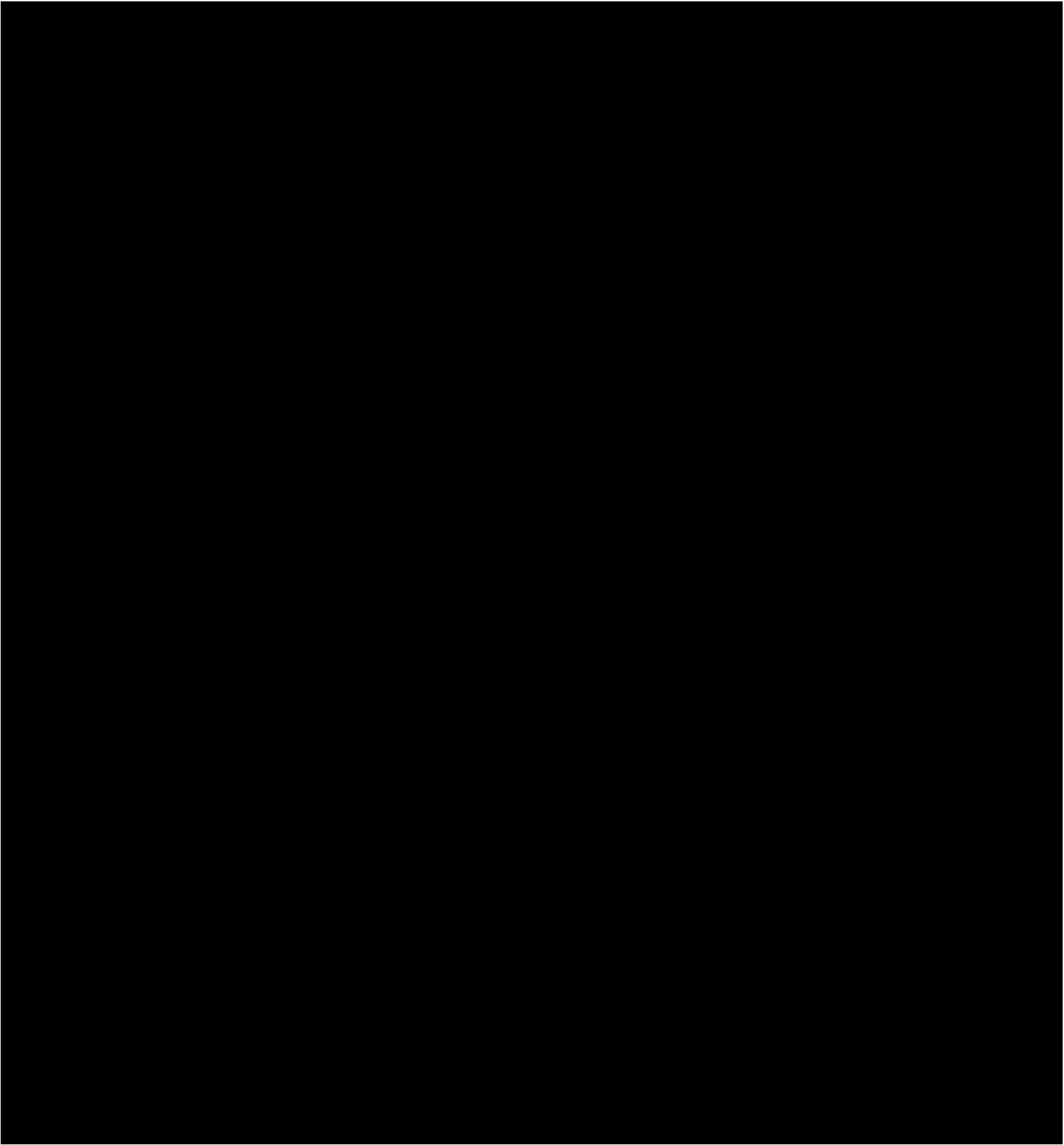


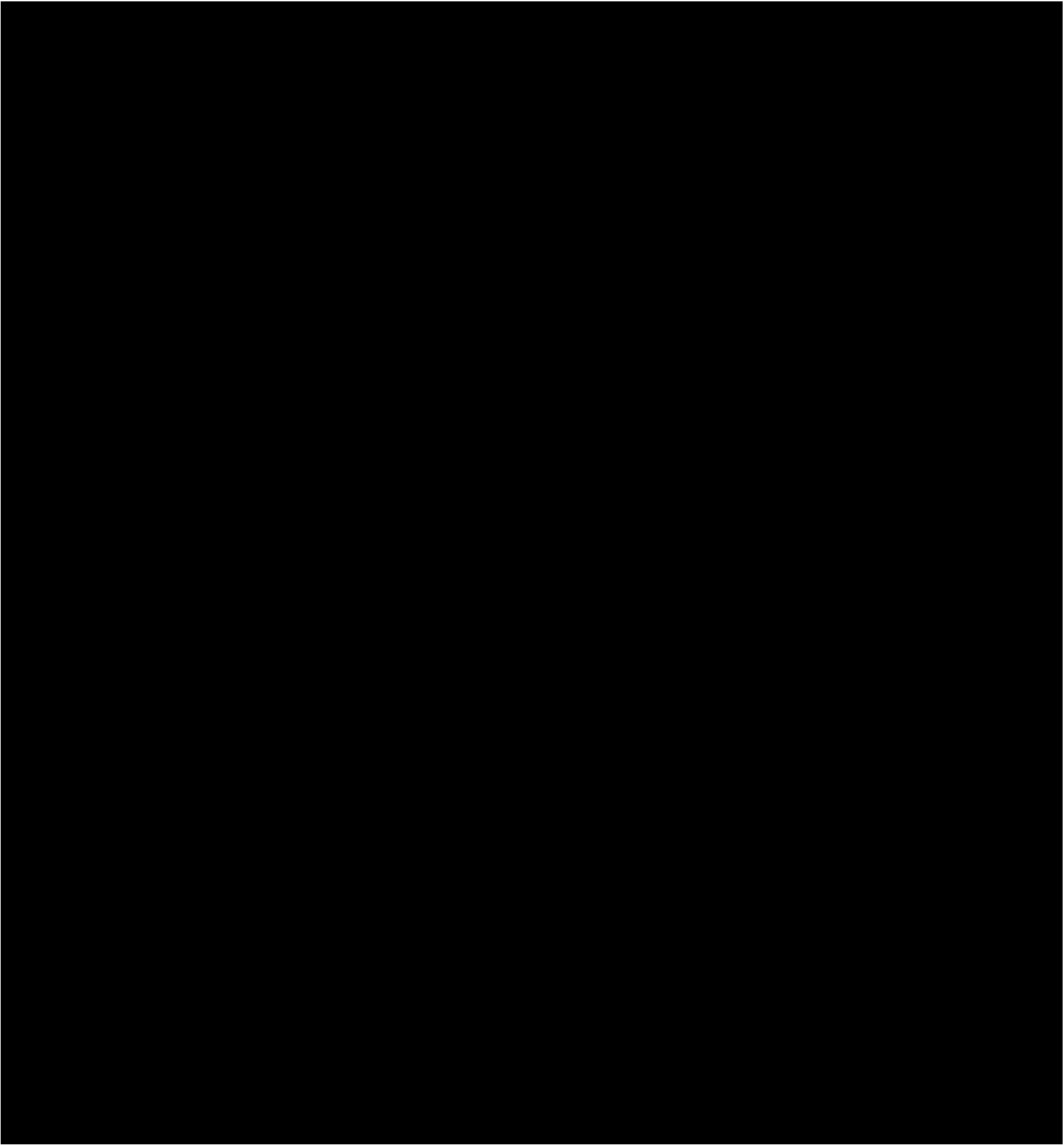


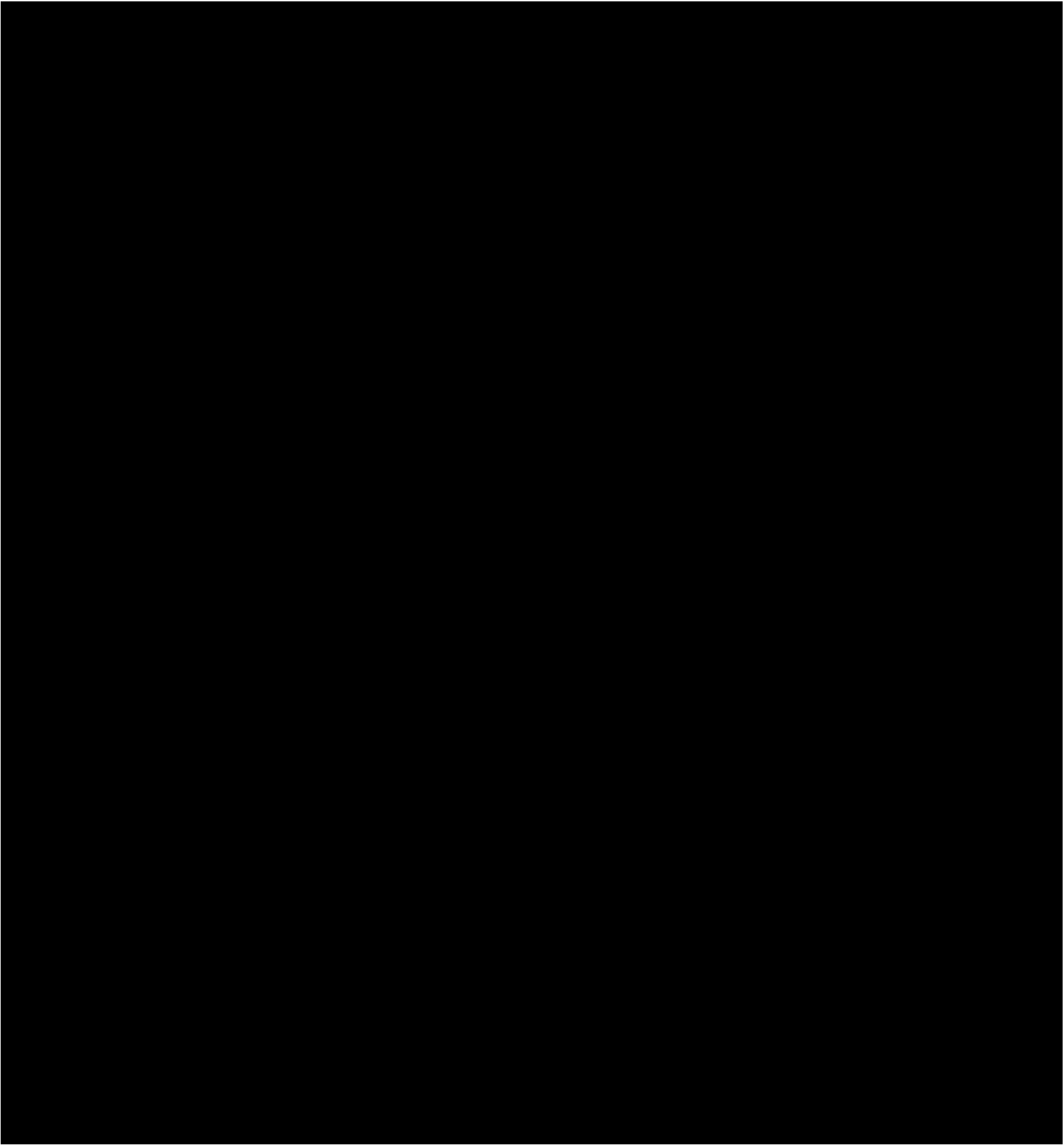


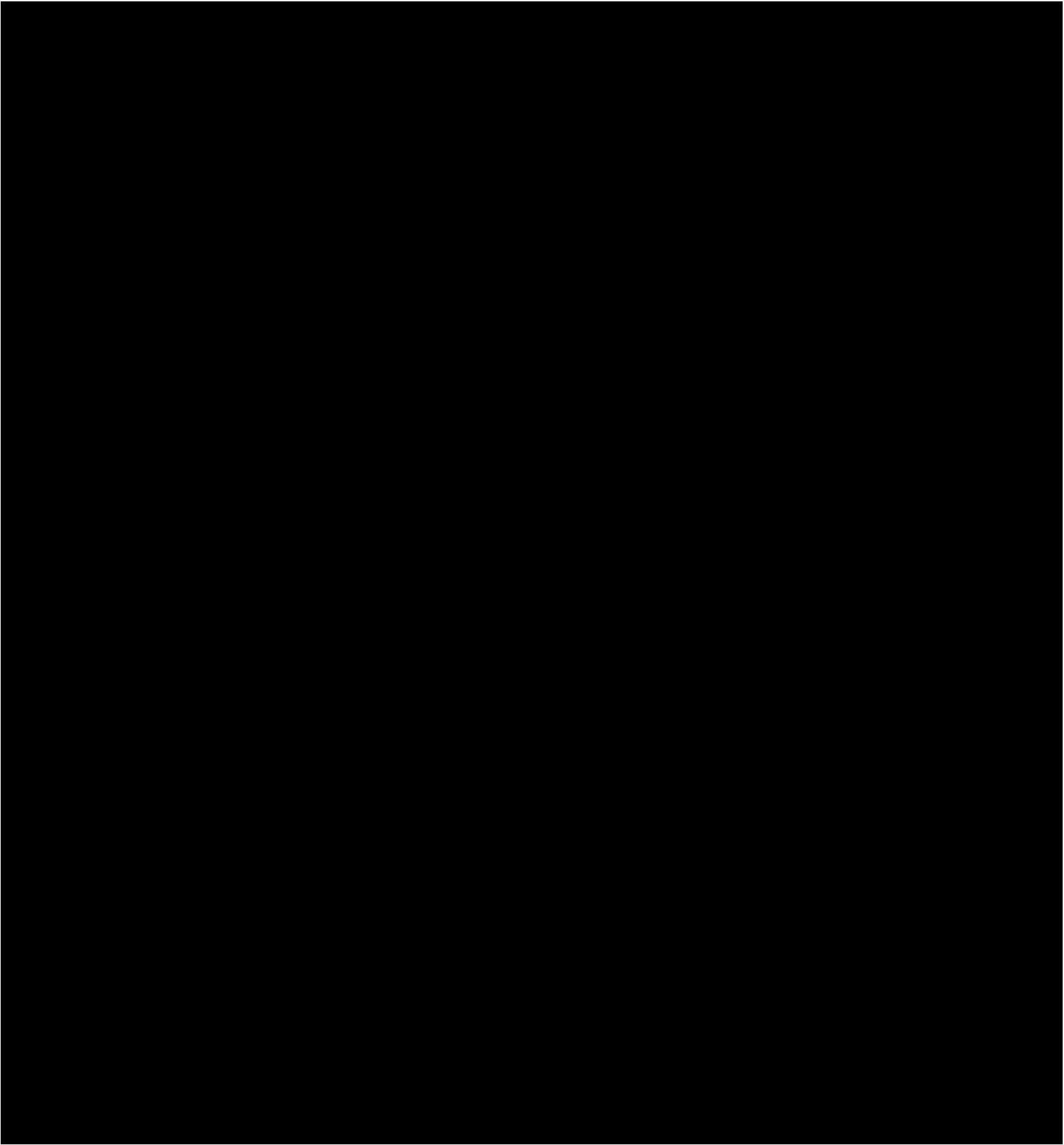


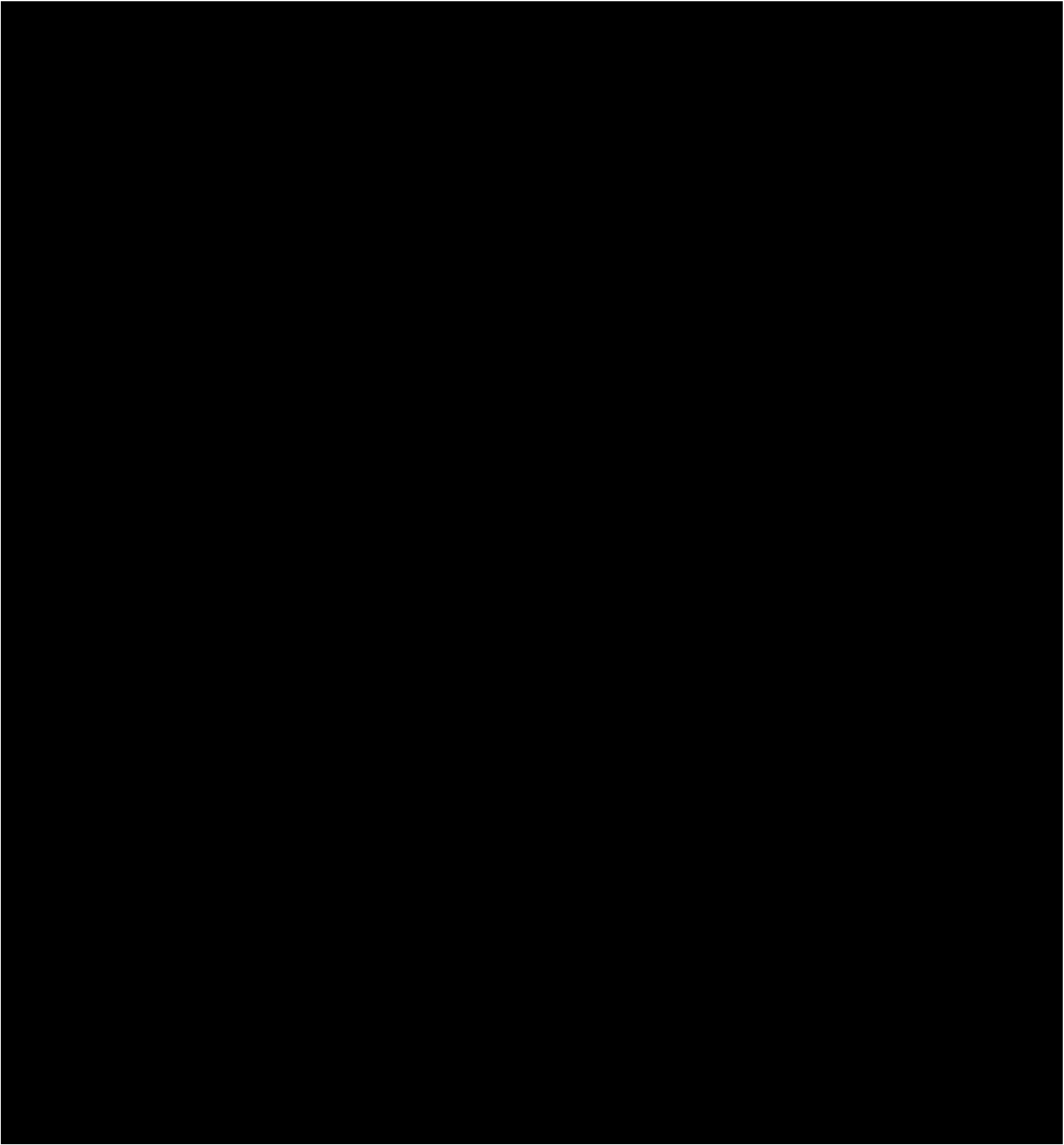


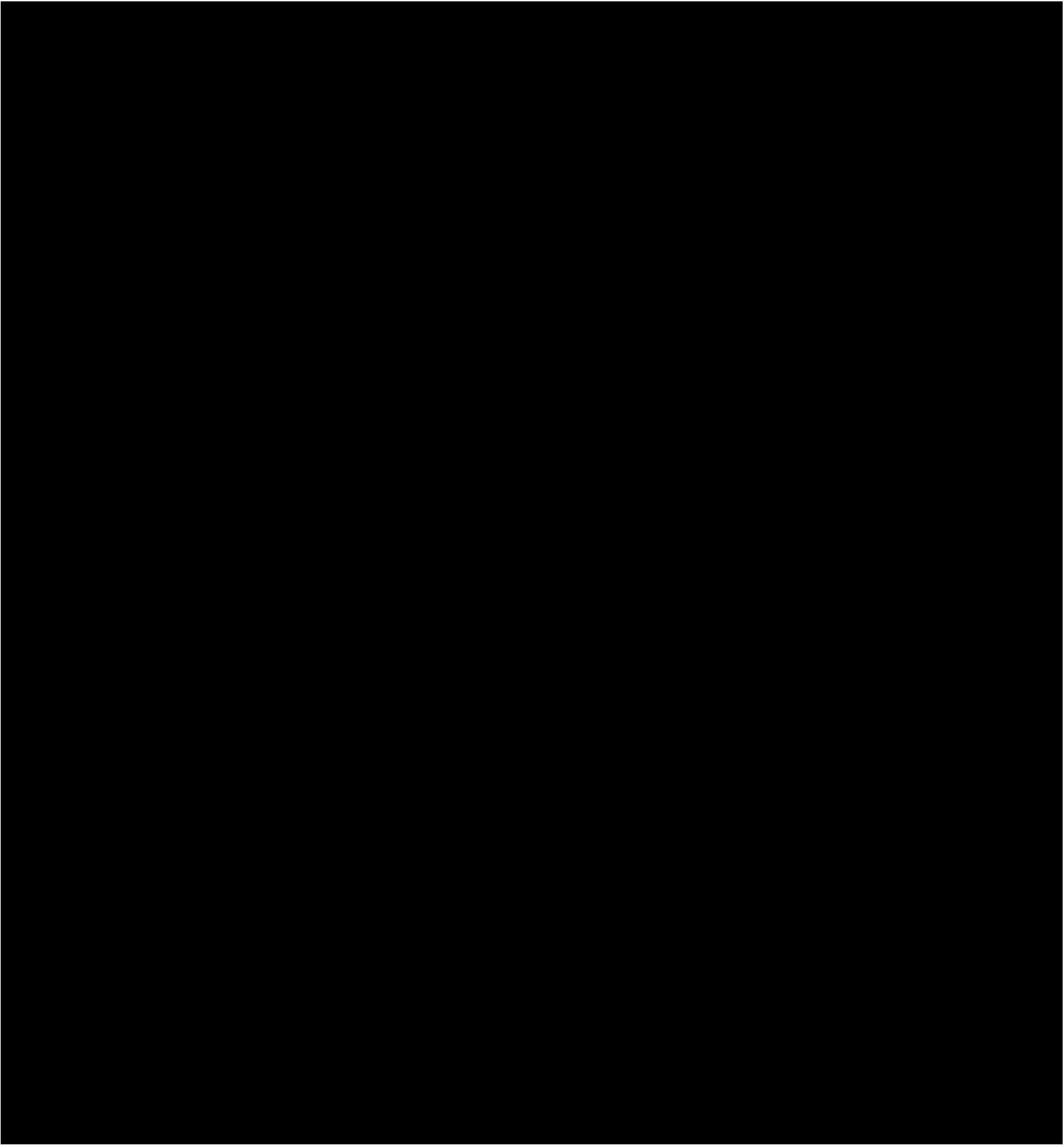


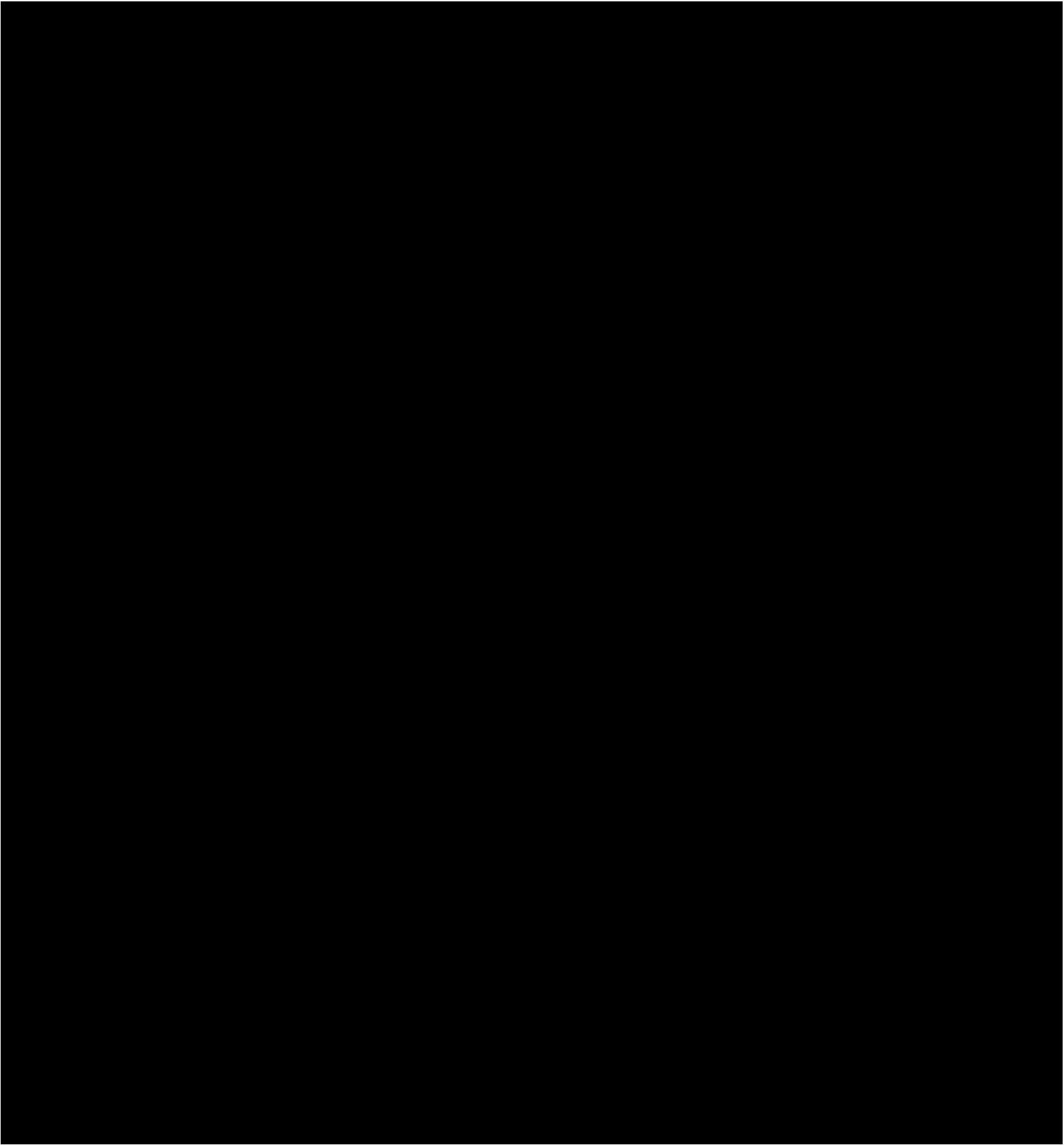


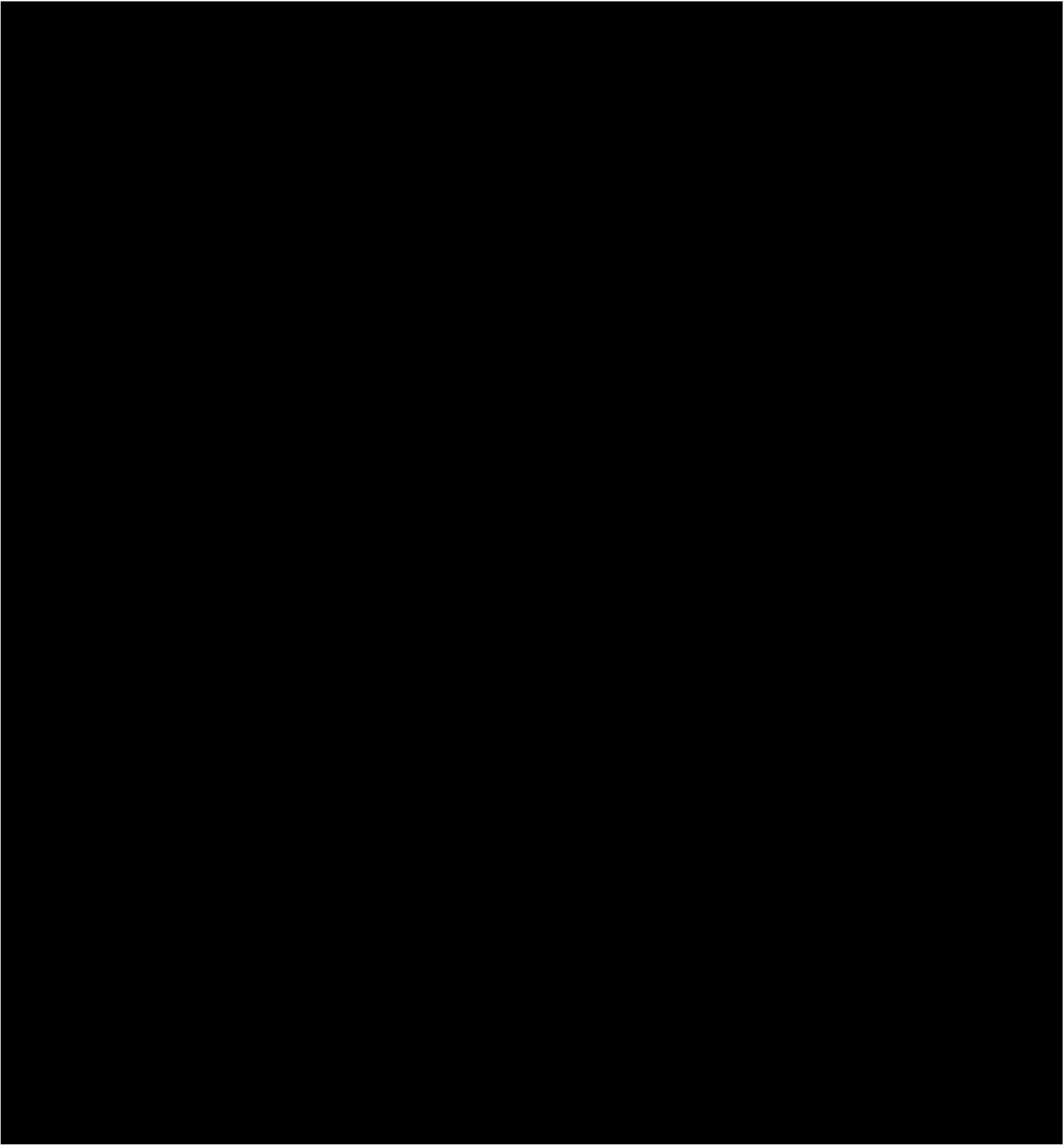


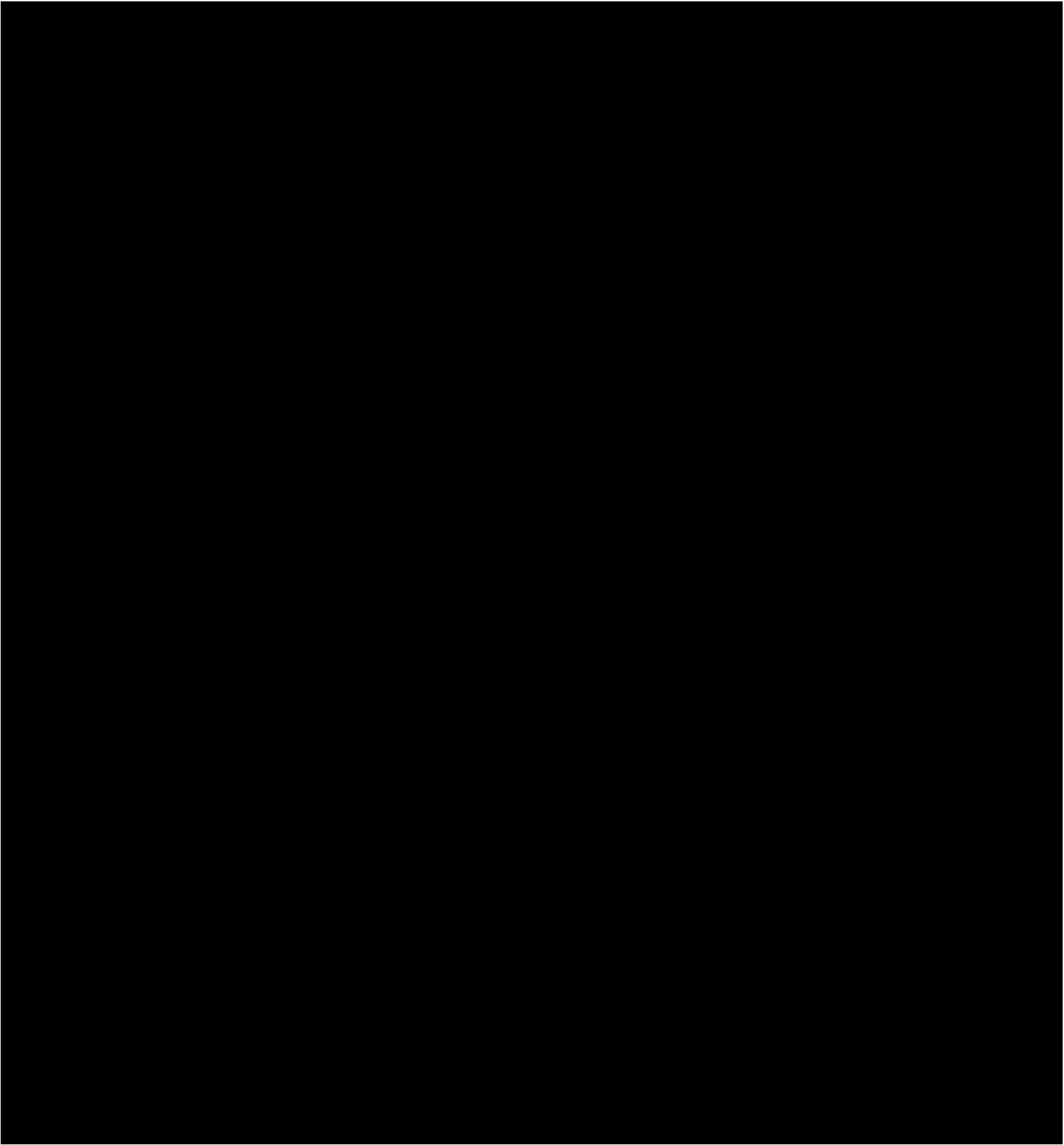


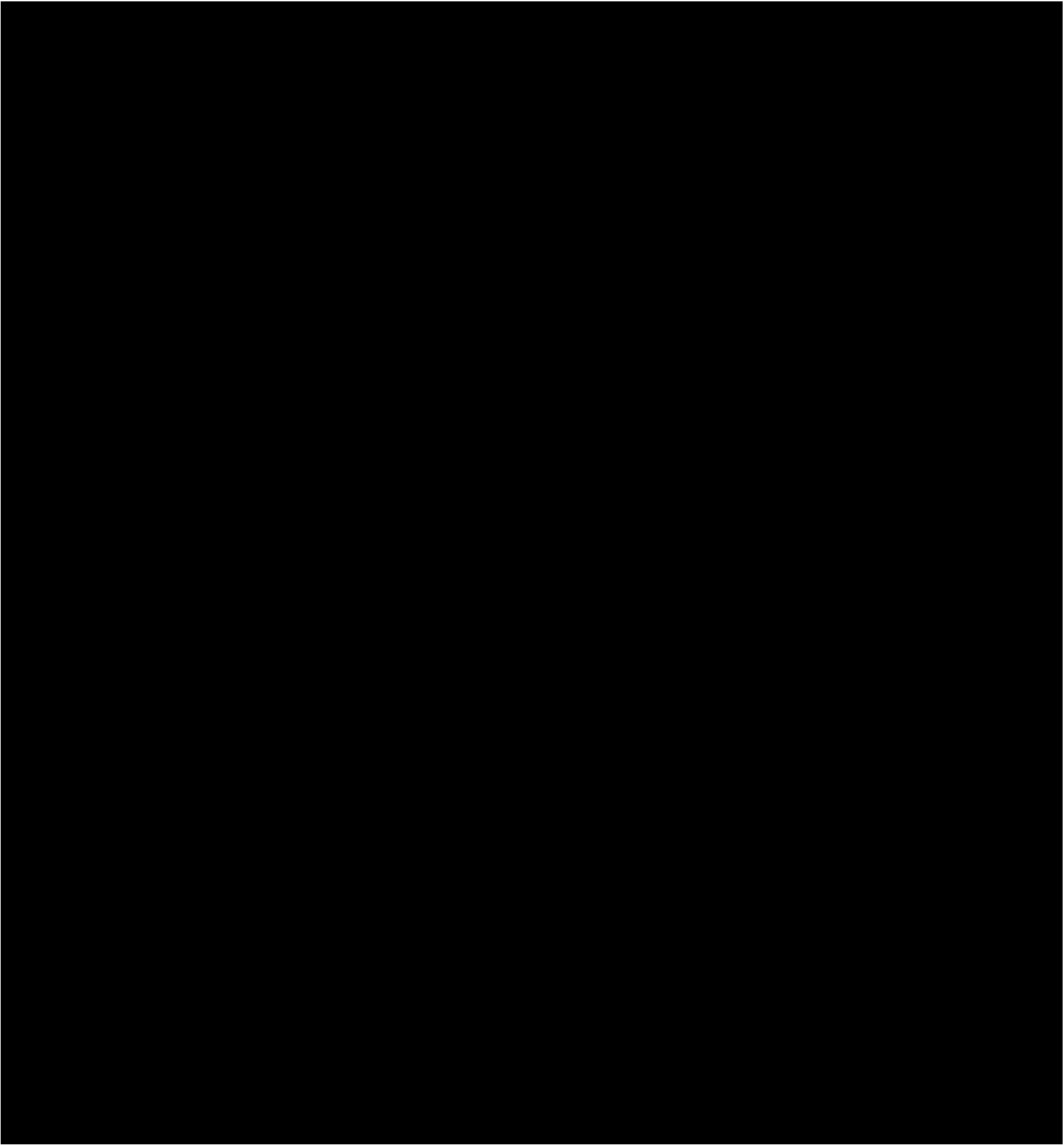


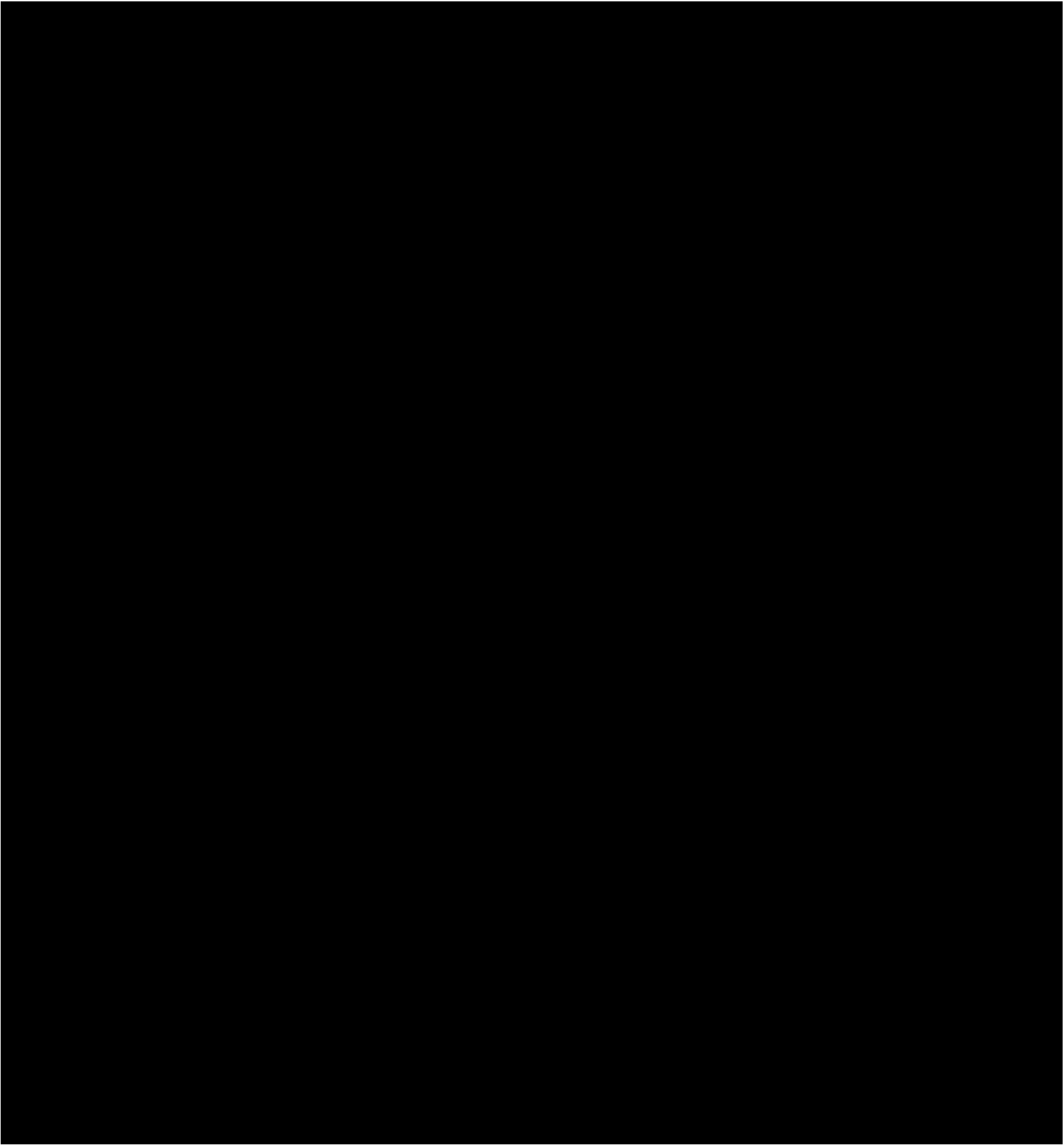


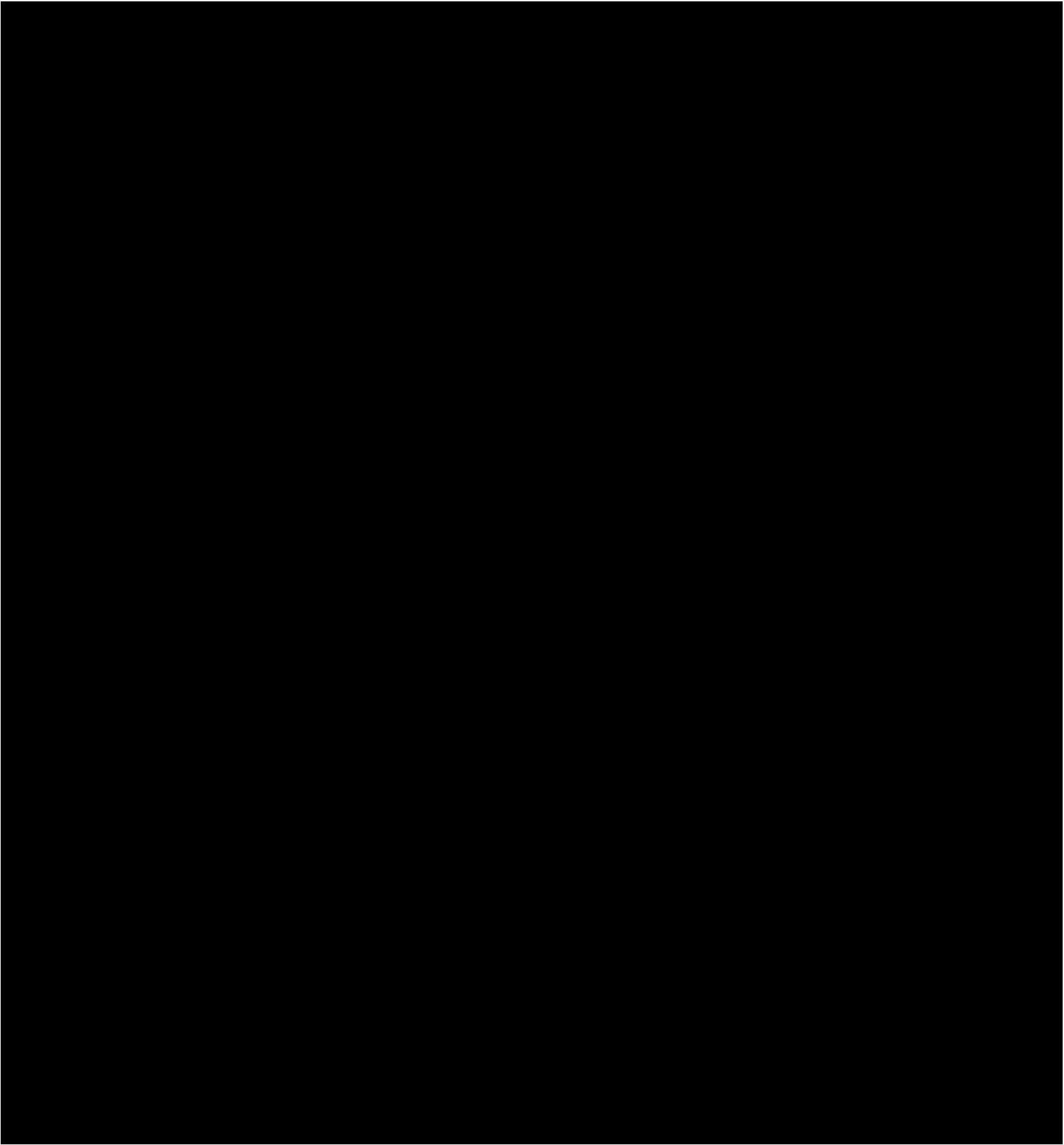


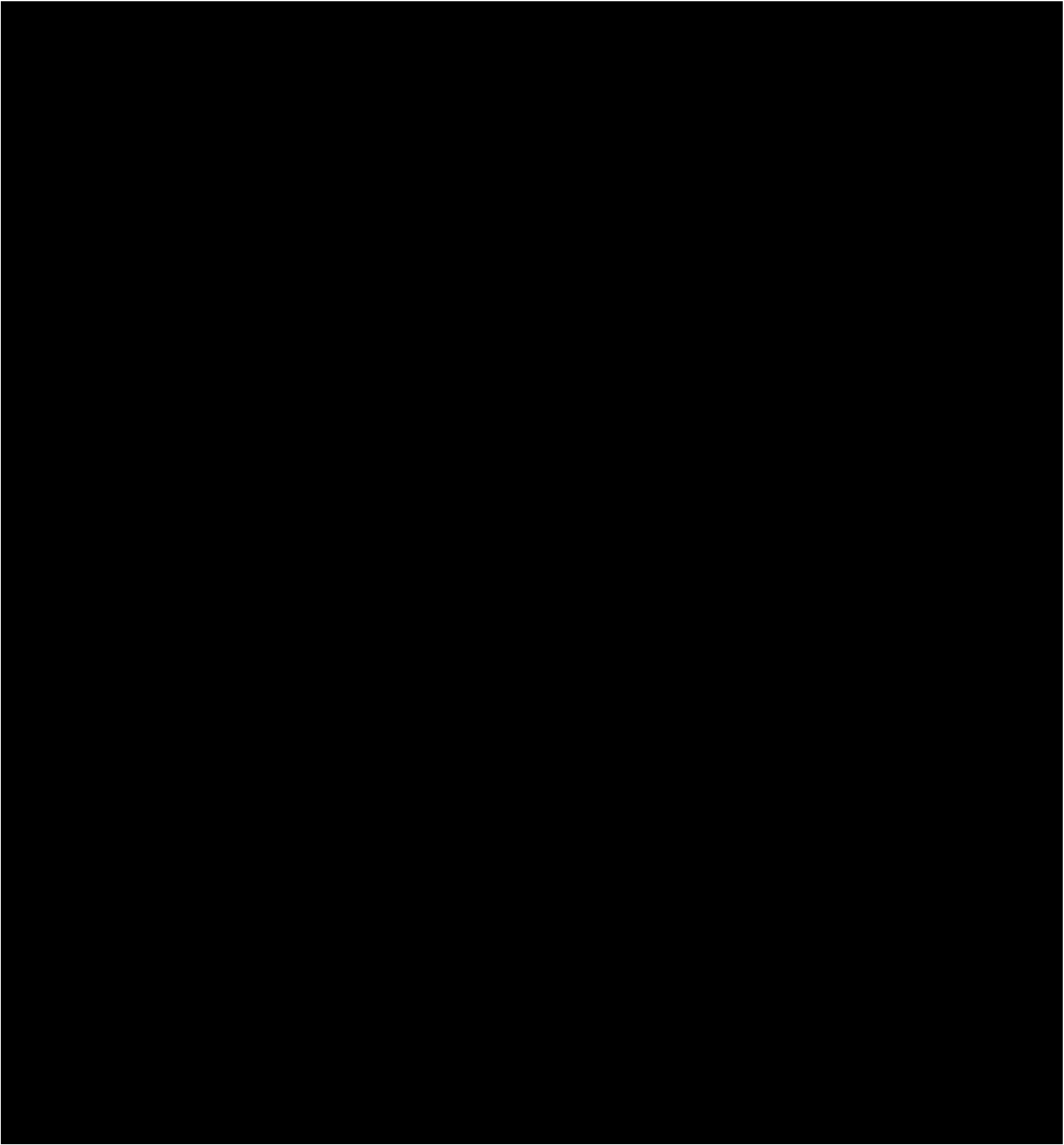


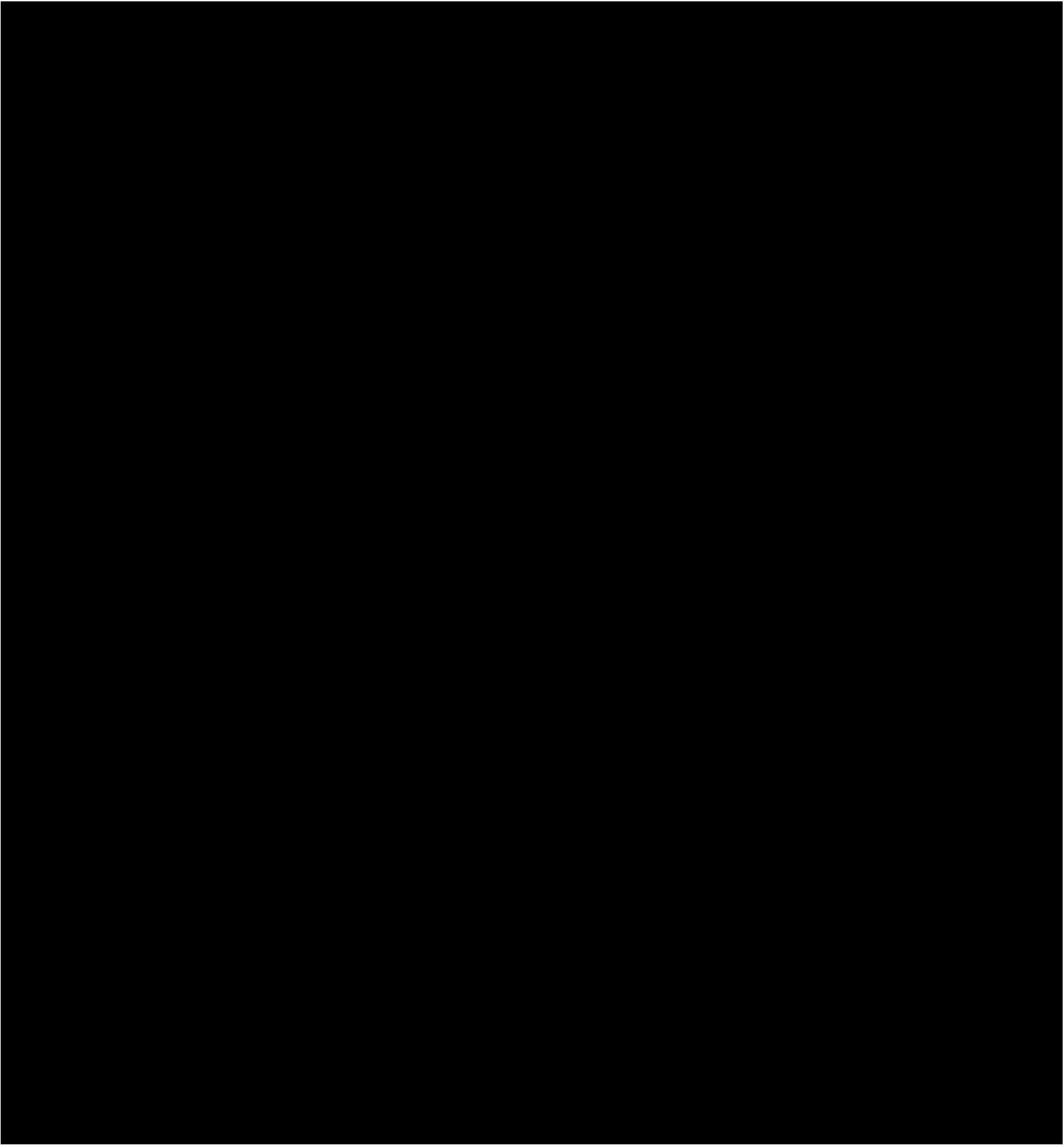


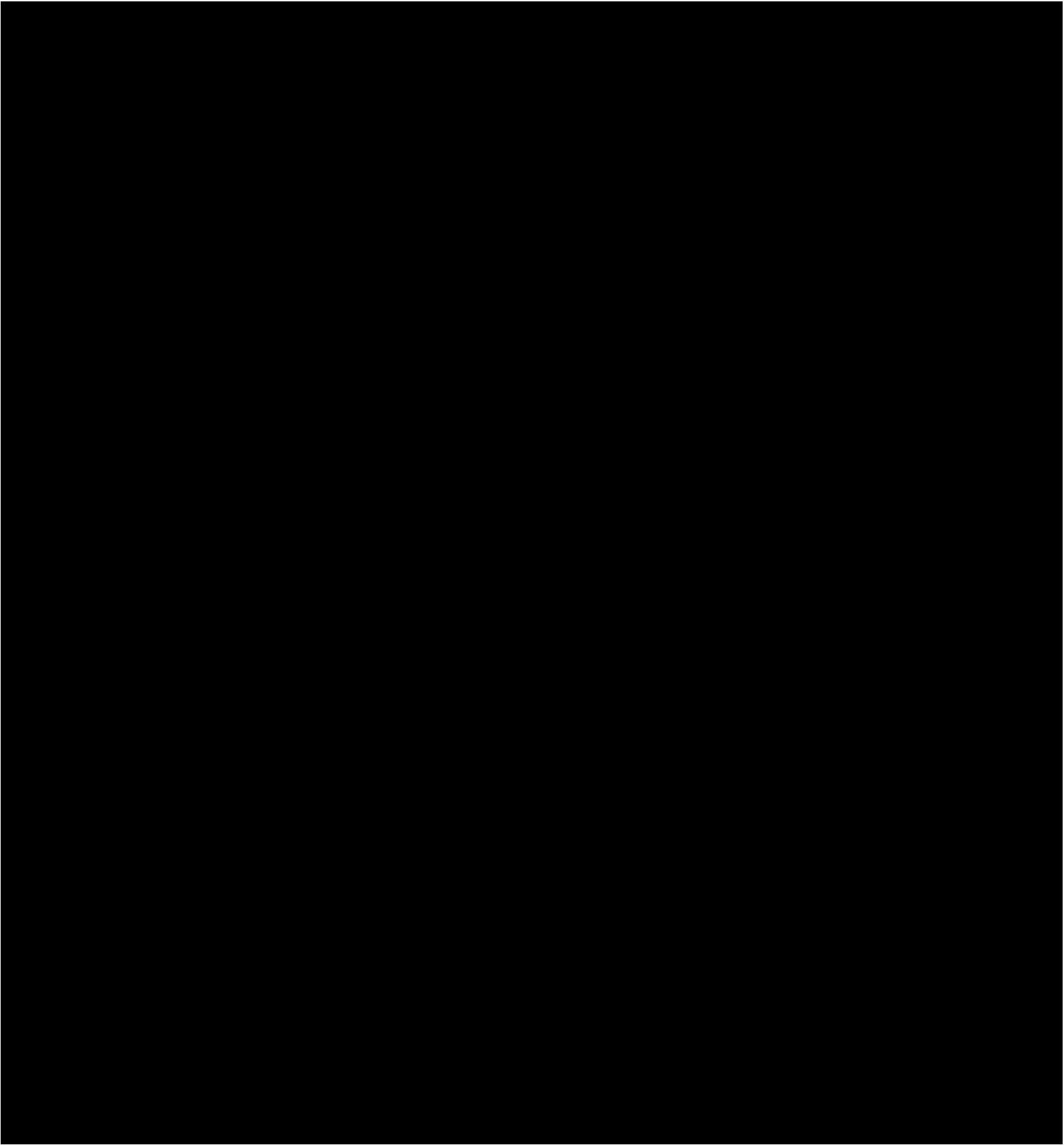


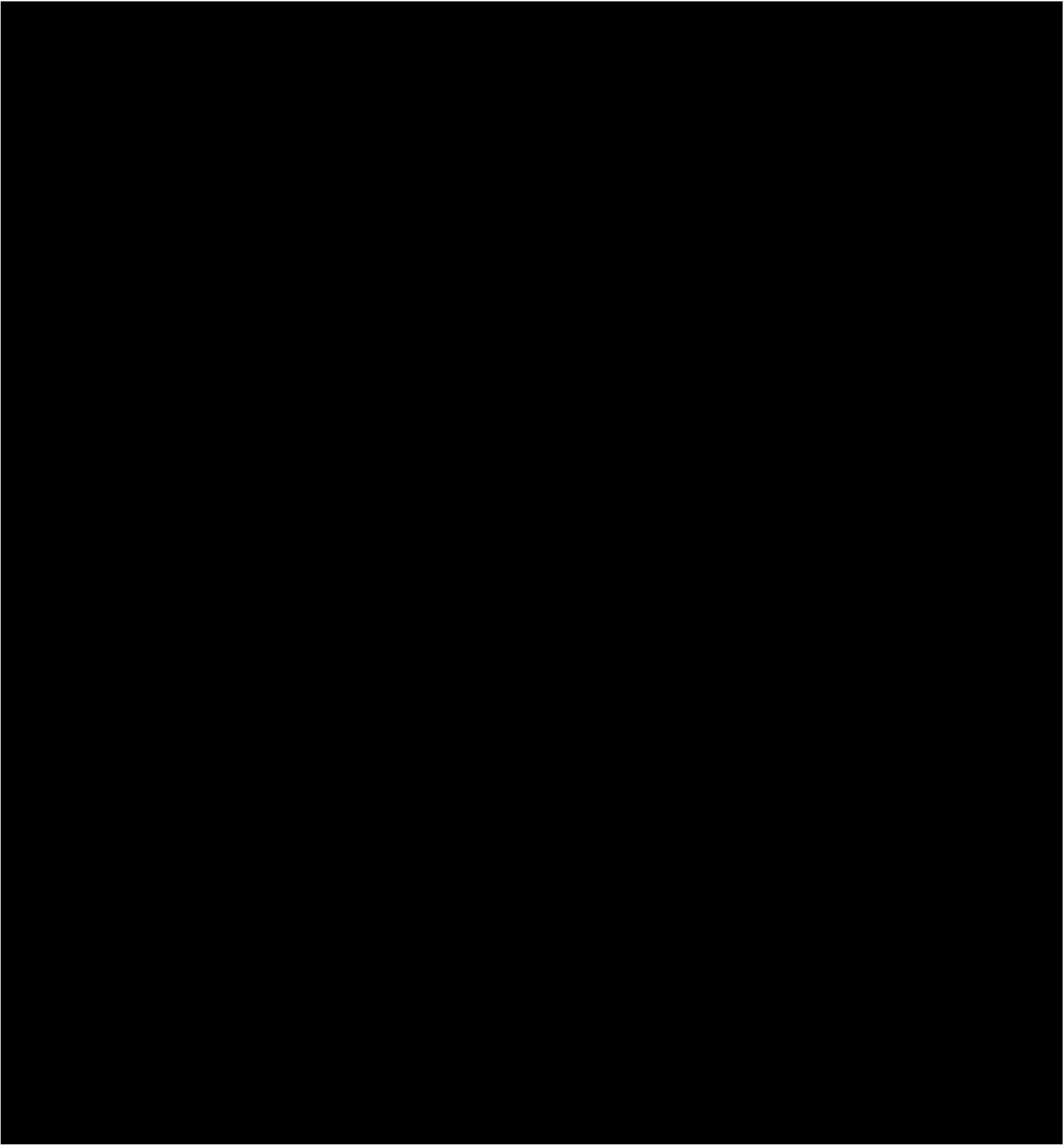


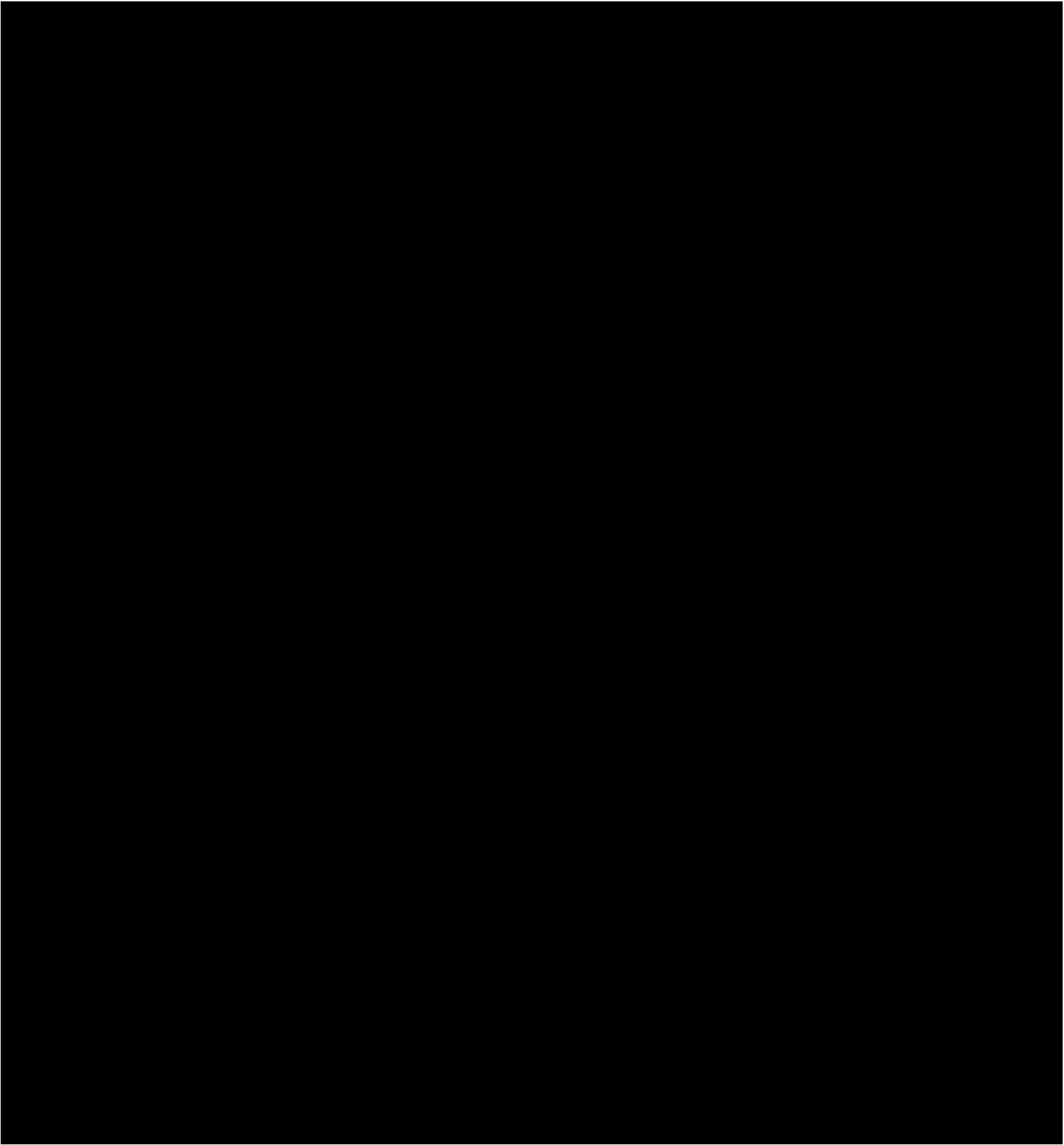


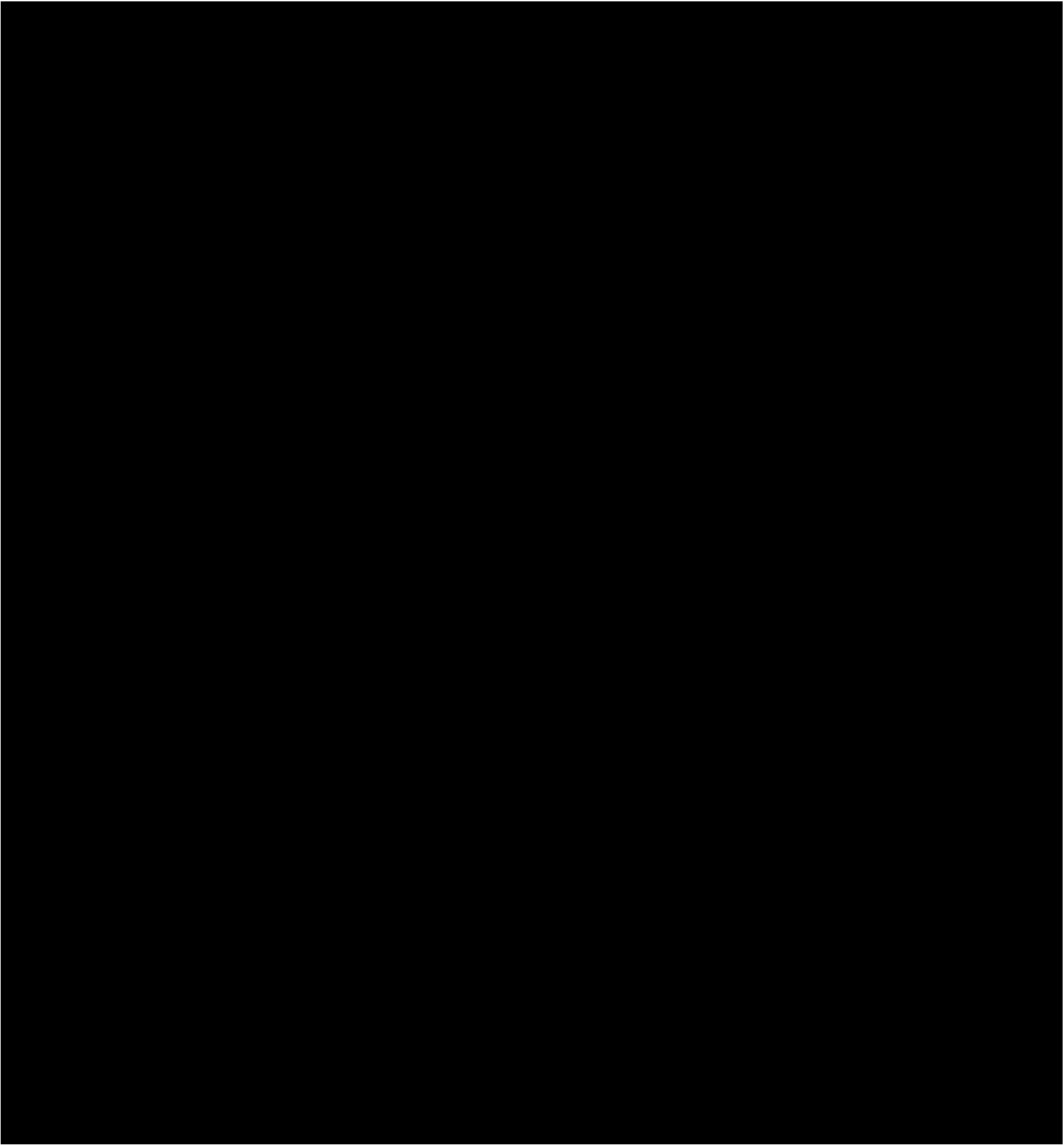


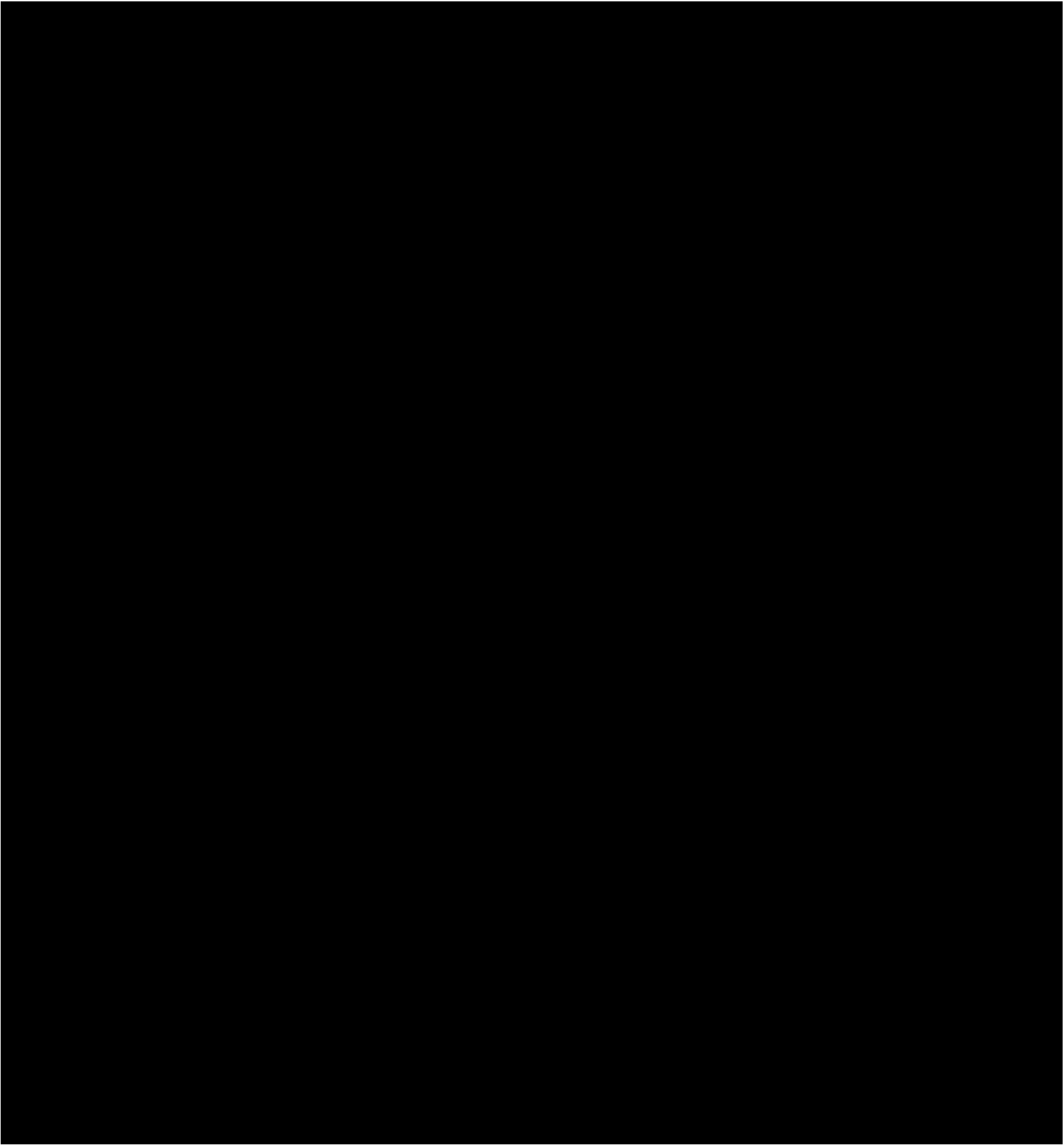


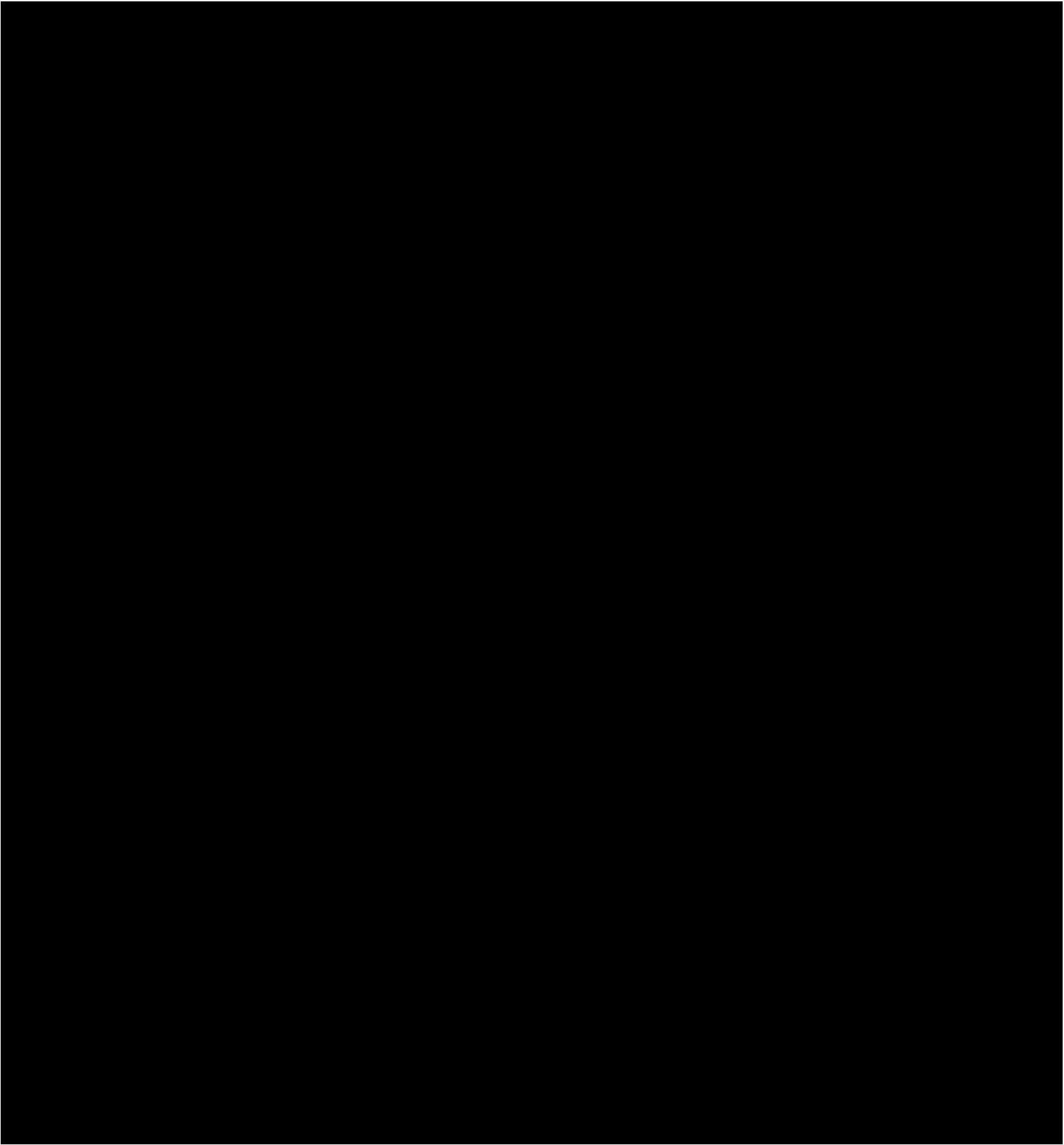


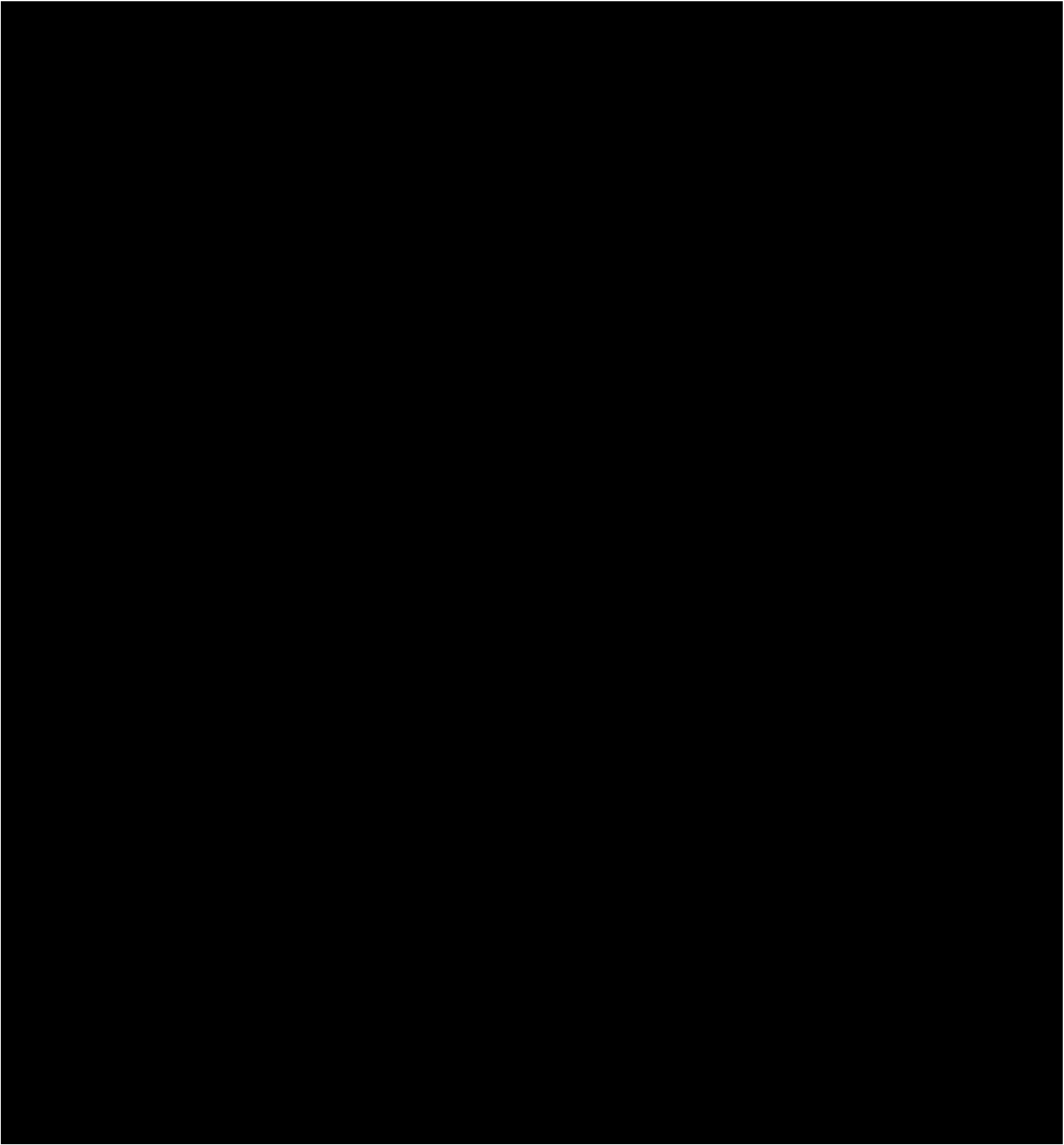


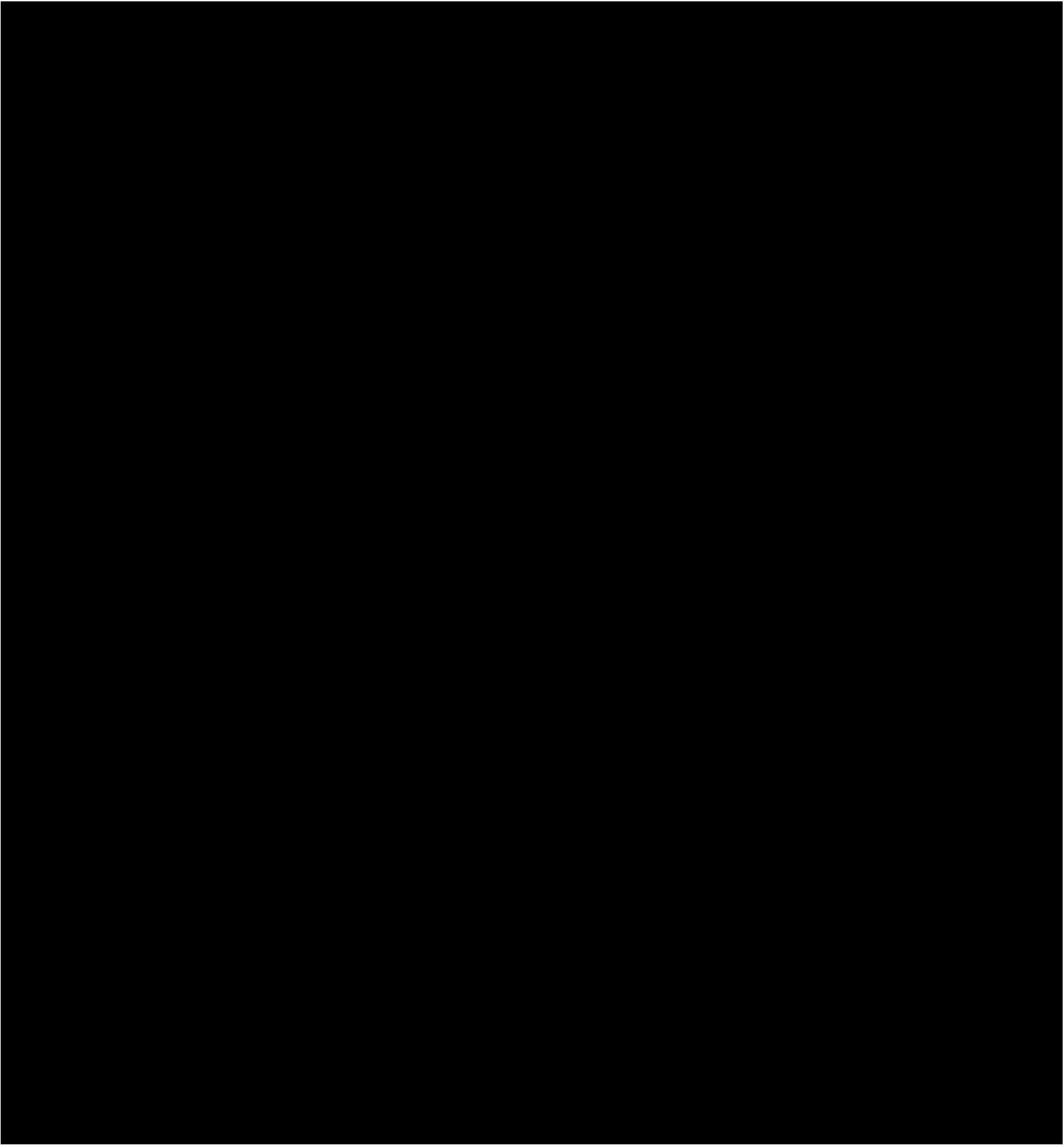


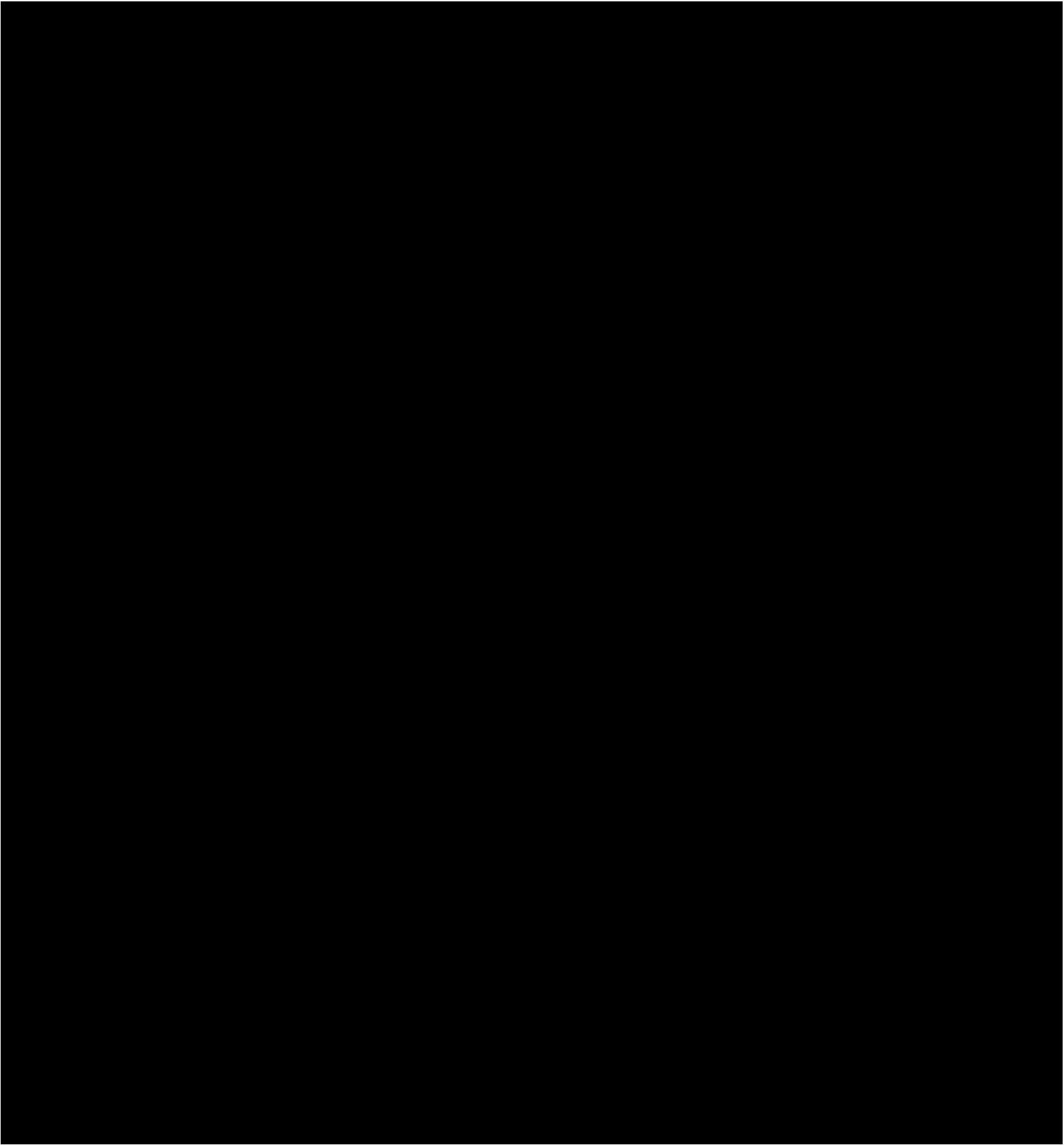












PROFESSIONAL SERVICES CONTRACT

Contract #000000000000000000051048

This Contract (the "Contract") entered into by and between Indiana Family and Social Services Administration ("FSSA"), Division of Family Resources ("DFR") (the "State") and DELOITTE CONSULTING LLP (the "Contractor"), is executed pursuant to the terms and conditions set forth herein. As noted in the Request for Proposal 12-113, the State and Contractor would transition into a new contract for maintenance and operations ("M&O") services as Indiana Eligibility Determination Services System ("IEDSS") Design, Development and Implementation ("DDI") services were completed and M&O services were initiated. As such, this Contract, effective January 1, 2021, succeeds the previous DDI agreement, contract identification number #000000000000000000041632. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Duties of Contractor.

The specific M&O services to be provided by the Contractor are detailed in **Exhibit 1—Scope of Work** ("Services"), which is attached hereto and incorporated herein. Contractor shall meet the service level agreements stated in **Exhibit 2— Service Level Agreements**, which is attached hereto and incorporated herein in the performance of the Services. In the performance of some of the Services, the Contractor may have access to Protected Health Information ("PHI").

2. Consideration.

The Contractor will be paid for Services rendered as set forth in Exhibit 1 – Scope of Work, for performing the duties set forth above. Total remuneration under this Contract shall not exceed **\$ 13,000,000.00**. The Contractor may invoice up to the amounts provided, by category, in **Exhibit 4—State Fiscal Year Budget**, which is attached hereto and incorporated herein. The Contractor may invoice Change Orders using the rates indicated in **Exhibit 3-Change Order Rates**, which is attached hereto and incorporated herein.

3. Term.

This Contract shall be effective for a period of **twelve (12) months**. It shall commence on **January 1, 2021** and shall remain in effect through **December 31, 2021**.

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 charges 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. Any records available to the State hereunder may be identified by Contractor as confidential information of Contract, will be subject to the confidentiality provisions contained in Clause 12—Confidentiality, Security and Privacy of Personal Information of this Contract and may be redacted by Contractor to the extent necessary to protect its proprietary and confidential information and to avoid any invasion of personal privacy as long as all information necessary to perform a proper audit of the labor hours charged is provided.

5. Assignment; Successors.

The Contractor and the State bind their successors and assignees to all the terms and conditions of this Contract. The Contractor shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent. 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.

6. Assignment of Antitrust Claims.

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

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 not to be a "subrecipient" under 2 C.F.R. 200.330 for this Contract.

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 in material compliance with Contract requirements. All payments shall be due within thirty-five (35) days of the receipt of the invoice by the State and made to the electronic payment address designated by Form W-9 on file with the Auditor of State in accordance with Section 37. The Contractor will not receive payment for Services not in material compliance with Contract requirements. Withholding of payment by the State pursuant to the preceding sentence shall be considered a dispute under Section 16 below. The State shall notify Contractor of any such dispute not more than thirty-five (35) days from the receipt of the invoice by the State. In the event of a termination or cancellation of this Contract for any reason, the State shall pay Contractor for all Services provided prior to the date of termination, that are in material compliance with the requirement of this Contract. Without limiting its rights or remedies, Contractor shall have the right to halt or terminate the Services entirely if payment on amounts that are undisputed are not received within sixty (60) days from Contractor's written notice to the State of such non-payment.

12. Confidentiality, Security and Privacy of Personal Information.

- A. Terms used, but otherwise not defined in this Contract shall have the same meaning as those found in 45 CFR Parts 160, 162, and 164, and 45 CFR Subtitle A.
- B. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 (sections 1171 through 1179 of the Social Security Act), including any subsequent amendments to such Act.
- C. "HIPAA Rules" mean the rules adopted by and promulgated by the US Department of Health and Human Services ("HHS") under HIPAA and other relevant Federal laws currently in force or subsequently made, such as the Health Information Technology for Economic and Clinical Health Act ("HITECH"), as enumerated under 45 CFR Parts 160, 162, and 164, including without limitation any and all additional or modified regulations thereof. Subsets of the HIPAA Rules include:
 - 1. "HIPAA Enforcement Rule" as defined in 45 CFR Part 160;
 - 2. "HIPAA Security Rule" as defined in 45 CFR Part 164, Subparts A and C;
 - 3. "HIPAA Breach Rule" as defined in 45 CFR Part 164, Subparts A and D; and
 - 4. "HIPAA Privacy Rule" as defined in 45 CFR Part 164, Subparts A and E.
- D. If Contractor's services under this Contract includes State authorized access to and use of PHI on the State's behalf then Contractor is hereby deemed a Business Associate to the

State and, as such, Contractor is hereby authorized by the State to create, receive, maintain, and/or transmit Protected Health Information ("PHI") on the State's behalf pursuant to and consistent with the services performed by Contractor under this Contract.

- E. Contractor is hereby authorized by the State to create, receive, maintain, use and/or transmit Personally Identifiable Information ("PII"; meaning non-public personal information as collectively defined in IC 4-1-6-1 and IC 4-1-11-3, and under the National Institute of Standards and Technology ("NIST") Special Publication 800-122) on the State's behalf pursuant to and consistent with the Services performed by Contractor under this Contract. As used here, PII includes PHI, SSA-data, and ACA PII (as defined herein) as applicable, whether or not separately stated, limited to such information that is received from, or created on behalf of, the State by Contractor pursuant to the performance of the Services, but PII does not include business contact information of State personnel provided for communication with such personnel as appropriate to perform the Services.
- F. Contractor understands that pursuant to and consistent with the Services performed by Contractor under this Contract, Contractor may be permitted authorized access to data obtained by the State from the Social Security Administration ("SSA-data"). In this regard and to the extent applicable to Contractor in its performance of the Services if Contractor is permitted such authorized access and use of SSA-data:
 - 1) Contractor agrees that it will comply with the applicable provisions of the Computer Matching and Privacy Protection Act Agreement ("CMPPA") and the Information Exchange Agreement ("IEA") executed between the Social Security Administration ("SSA") and the State; these agreements are incorporated herein by reference as such CMPPA (<https://www.ssa.gov/dataexchange/statemodels.html>) and IEA (<https://www.ssa.gov/dataexchange/statemodels.html>);
 - 2) Contractor further agrees that it will abide by all relevant Federal laws and restrictions on access, use, and disclosure of SSA-data, including the security requirements enumerated in the CMPPA and IEA;
 - 3) Contractor understands that its access, use, or disclosure of SSA-data in a manner or purpose not authorized by the CMPPA or IEA may subject Contractor, including Contractor's employees, agents, and subcontractors, to civil and criminal sanctions pursuant to applicable Federal statutes; and
 - 4) Contractor understands that the State, in compliance with the CMPPA, will undertake a review of Contractor's compliance with Contractor's obligations under the CMPPA, IEA, and this Contract no less than triennially; Contractor agrees to reasonably cooperate with the State in such reviews by (i) making available to the State information necessary to demonstrate Contractor's compliance with such obligations, which may take the form of certificates, independent third-party reports, or other relevant documentary information and (ii) responding to the State's written information security questionnaire. In the event the State has any questions regarding such documentation or questionnaire, Contractor shall make appropriate personnel reasonably available to discuss such documentation or questionnaire. The State shall treat any information obtained in connection with such review as Contractor's confidential information and shall not disclose such information, or refer to such information in any communication, to any person or entity other than the State or any regulatory body exercising jurisdiction, subject to the State making reasonable efforts to secure confidential treatment of such information when disclosing it to such regulatory body. Such reviews may be undertaken by the State in addition to or as part of other reviews of Contractor's privacy and security policies, procedures, and practices undertaken by the State pursuant to this Contract.

- G. Contractor agrees that as a Business Associate to the State it is obligated to comply with the HIPAA Rules, as such Rules apply to Business Associates, throughout the term of this Contract and thereafter as may be required by federal law and such compliance will be at Contractor's sole expense. Further,
- 1) Contractor will not use or further disclose PHI or PII except as expressly permitted by this Contract, in connection with the Services or as required by law; provided however, nothing in this Contract shall be construed to permit Contractor to use or disclose PHI in a manner that would violate the provisions of the HIPAA Privacy Rule as such Rule applies to the State with regard to the Services performed by Contractor under this Contract or otherwise cause the State to be non-compliant with the HIPAA Privacy Rule, except that Contractor may use or disclose PHI for its proper management and administration as provided for in 45 CFR § 164.504(e)(4).
 - 2) Contractor understands it must comply with the HIPAA Security Rule with respect to any Electronic PHI that it maintains on its own systems and will employ appropriate safeguards to reasonably prevent the use or disclosure of PHI and PII other than as permitted by this Contract or required by the HIPAA Privacy Rule or other applicable Federal or state law or regulation. Such safeguards will be designed, implemented, operated, and managed by Contractor at Contractor's sole expense and following the Contractor's best professional judgment regarding such safeguards. If Contractor maintains PHI and PII on its own systems, upon the State's reasonable request, Contractor will review such safeguards with the State. Contractor will implement the following HIPAA requirements for any forms of such PHI that the Contractor receives, maintains, or transmits on behalf of the State:
 - a) Administrative safeguards under 45 CFR § 164.308
 - b) Physical safeguards under 45 CFR § 164.310
 - c) Technical safeguards under 45 CFR § 164.312
 - d) Policies and procedures and documentation requirements under 45 CFR § 164.316.
 - 3) Contractor understands that it is subject to the HIPAA Enforcement Rule under which Contractor may be subject to criminal and civil penalties for violations of and non-compliance with the HIPAA Rules.

H. Improper Disclosure, Security Incident, and Breach Notification.

- 1) As a Business Associate, Contractor understands that it is subject to the HIPAA Breach Rule.
- 2) For the purposes of this Contract:
 - (A) The term "Breach" has the same meaning as defined in the HIPAA Breach Rule with respect to PHI and with respect to PII also means the compromise, unauthorized disclosure, unauthorized access, loss of control, or any similar term or phrase that refers to situations where persons other than authorized users or for an other-than-authorized purpose have, or are reasonably expected to have, access to PII, whether physical or electronic.
 - (B) "Security Incident" means (a) a violation or imminent threat of violation of a security policy, acceptable use policies, or standard security practices, inclusive of the act of violating an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data; unwanted disruption or denial of service; (b) the unauthorized use of a system for the processing or storage of data; changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent; (c) loss of PII or other sensitive data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of mail (physical or

electronic), in each of cases (a) – (c) which puts PII or other sensitive data at risk of or exposes PII/other sensitive data to an opportunity for unauthorized access, use, disclosure, modification, or destruction.

- 3) If a Security Incident occurs or if Contractor reasonably suspects that a Security Incident has occurred with respect to PII in Contractor's safekeeping or while being legitimately used by Contractor in Contractor's performance of its services under this Contract:
 - (A) Contractor shall notify the State of the Security Incident within one (1) business day of when Contractor discovered the Security Incident; such notification shall be made to the FSSA Privacy & Security Office in a manner reasonably prescribed by the FSSA Privacy & Security Officer and shall include as much detail as the Contractor reasonably may be able to acquire within the one (1) business day.
 - (B) For the purposes of such Security Incidents, "discovered" and "discovery" shall mean the first day on which such Security Incident is known to the Contractor or, by exercising reasonable diligence, would have been known to the Contractor. Regardless of whether the Contractor failed to exercise reasonable diligence, improperly delaying the notification of discovery beyond the one (1) business day requirement, the Contractor will notify the FSSA Privacy & Security Office within one (1) business day of gaining actual knowledge of a Security Incident.
 - (C) In collaboration with the FSSA Privacy & Security Office, Contractor shall undertake commercially reasonable efforts necessary to thoroughly investigate the Security Incident and to provide all results of such investigation to the FSSA Privacy & Security Office, as such information becomes available, including but not limited to the role(s) of the Contractor personnel involved, source and cause of the Security Incident, specific types of information disclosed or believed to have been exposed, disclosure victims (those whose PII was disclosed or believed to have been disclosed or exposed to unauthorized access/use), disclosure recipients, relevant supporting information, actions taken to mitigate or stop the Security Incident, and similar details.
 - (D) Contractor's investigation must be undertaken expeditiously and completed to the extent that a determination of whether a Breach has occurred can be reasonably made, including the identification of the victims or likely victims, within a reasonable timeframe as mutually agreed upon between the Contractor and the FSSA Privacy & Security Office, from the date of discovery of the Security Incident. Contractor shall provide details of its investigation to the FSSA Privacy & Security Office on an ongoing basis until the investigation is complete.
 - (E) Contractor and the FSSA Privacy & Security Office will collaborate on the results of Contractor's investigation; the determination as to whether a Breach has occurred for reporting and notification purposes rests solely with the FSSA Privacy & Security Office.
 - (F) If it is determined by the FSSA Privacy & Security Office that a Breach of Unsecured PHI or PII has occurred and to the extent such Breach was caused by Contractor's breach of the terms of this Contract:
 1. Contractor agrees that it shall be responsible for all costs with respect to fulfilling the State's and/or Contractor's obligations (if any) for providing legally required notice to all of the known and suspected victims of the Breach. Such notice shall comply with the HIPAA Breach Rule notification requirements and/or applicable notification requirements under State law or regulation.
 2. Contractor will coordinate its Breach notification efforts with the FSSA Privacy & Security Office; the FSSA Privacy & Security Office will approve

- Contractor's Breach notification procedures and plans, including the format and content of the notice(s) prior to such notification being made.
3. Contractor accepts responsibility for the Breach and any resulting losses or damages incurred by the State and agrees to the indemnification obligations for claims by victims of the Breach set forth in Section 12.Q. below.
 4. Contractor will, to the extent practicable, undertake all commercially reasonable efforts necessary to mitigate any deleterious effects of the Breach for the known and suspected victims of the Breach.
 5. The State, through the FSSA Privacy & Security Office, will make the appropriate notifications to HHS and/or the applicable Federal or State agencies with respect to the Breach.
- (G) Contractor will undertake commercially reasonable corrective actions to eliminate or minimize the opportunity for an identified Security Incident to reoccur and upon the State's request, provide the FSSA Privacy & Security Office with its plans, status updates, and written certification of completion regarding such corrective actions.
- 4) If Contractor observes or otherwise becomes aware of a Security Incident or reasonably suspected Security Incident outside of Contractor's scope of responsibilities under this Contract (for example, affecting PII not in Contractor's safekeeping), Contractor agrees to promptly report such Security Incidents to the FSSA Privacy & Security Office and reasonably cooperate with the FSSA Privacy & Security Office's investigation of the Security Incident.
- I. Subcontractors. Contractor agrees that in accordance with the HIPAA Privacy Rule, CMPPA, IEA, and 45 CFR §155.260 any subcontractors engaged by Contractor (in compliance with this Contract) that will create, receive, maintain, use or transmit State PII on Contractor's behalf will contractually agree to the same restrictions, conditions, and requirements (other than indemnification) that apply to Contractor with respect to such PHI/PII as applicable to their activities.
- J. Access by Individuals to their PHI/PII. Contractor acknowledges that in accordance with the HIPAA Privacy Rule and 470 IAC 1-3-1, *et seq*, individuals for whom Contractor has direct possession of their PHI/PII that is maintained by Contractor in a Designated Record Set on the State's behalf have the right to inspect and amend their PHI/PII in accordance with 45 CFR 164.524 and 164.526 and have the right for an accounting of uses and disclosures of such PHI/PII, except as otherwise provided therein. Contractor shall provide such right of inspection, amendment, and accounting of disclosures to the State upon reasonable request by the State. In situations in which Contractor does not have direct possession of such PHI/PII, then the State shall be responsible for such inspection, amendment, and accounting of disclosures rights by individuals.
- K. Access to Records. Contractor shall make available to HHS and/or the State and/or other Federal agencies so authorized and as required by applicable law, Contractor's internal practices, books, and records relating to the use and disclosure of PHI and PII provided to Contractor by the State or created, received, maintained, or transmitted by Contractor on the State's behalf. Contractor shall promptly inform the State by giving notice to the FSSA Privacy & Security Office upon receipt by the Contractor of any request by HHS (or its designee), or such other State agencies, or other Federal agencies for such internal practices, books, and/or records and shall provide the State with copies of any materials or other information made available to such agencies.
- L. Return of Protected Health Information. Upon request by the State upon termination of this Contract, Contractor will, if feasible, at the State's sole option, either return or destroy all copies of any PHI or PII provided to Contractor by the State in Contractor's possession or

PHI or PII created, received, maintained, or transmitted by Contractor on the State's behalf pursuant to this Contract in Contractor's possession and upon the State's request, Contractor shall confirm in writing that it has retained, returned or destroyed such PHI and/or PII. If the Contractor reasonably determines that return or destruction is not feasible (such as in the event that the retention of PHI or PII is required for archival purposes to evidence the Services), the protections in this Contract shall continue to be extended to any PHI or PII maintained by the Contractor for as long as it is maintained.

- M. At the discretion of the State, the State may terminate this Contract in accordance with its terms for Contractor's material breach of this Section 12.
- N. Contractor agrees to participate in a disaster recovery plan, as appropriate to the Contractor's services, as determined by the State to be necessary to uphold integral business functions in the event of an unforeseen disaster.
- O. Drug and Alcohol Records. In the performance of the Services under this Contract, Contractor may have access to confidential information regarding alcohol and drug abuse patient records. Contractor agrees that such information is confidential and protected information and therefore, the Contractor promises and assures that any such information, regardless of form, disclosed to Contractor for the purposes of this Contract will not be disclosed or discussed with others without the prior written consent of the State. The Contractor and the State will comply with the applicable requirements of 42 CFR Part 2 and any other applicable Federal or state law or regulatory requirement concerning such information, in each case with respect to the Contractor, to the extent applicable to the Contractor in the performance of the Services. The Contractor will report any unauthorized disclosures of such information in compliance with this Section.
- P. Confidentiality of State Information and Contractor 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 such confidential and protected data, material and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract, will not be disclosed by Contractor to or discussed with third parties without the prior written consent of the State. The State hereby consents to the Contractor disclosing State confidential information to permitted subcontractors performing services under this Contract. Contractor agrees to require any subcontractors to comply with the applicable requirements contained in this Section 12. For purposes of these terms "Contractor Information" means all works of authorship, materials, information and other intellectual property created prior to or independently of the performance of the Services or created by Contractor or its subcontractors as a tool for their use in performing the Services, plus any modifications or enhancements thereto and derivative works based thereon. To the extent that Contractor uses any Contractor Information, Contractor shall retain all right, title and interest in and to such Contractor Information, and except for the license expressly granted in this section, the State shall acquire no right, title or interest in or to such Contractor Information. Upon full and final payment by the State hereunder with regard to each Work Product, Contractor hereby grants to the State a non-exclusive, non-transferable, perpetual, fully paid-up license to use, execute, reproduce and internally distribute copies of any Contractor Information delivered in connection with such Work Product provided hereunder, solely for the State's internal business purposes and solely in connection with use of such Work Product.

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, to the extent applicable to Contractor in its performance of the Services, 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 in material breach of this Section 12, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in accordance with IC 4-1-11 in addition to any other claims and expenses for which it is liable under the terms of this Contract subject to the limitations of liability set forth in Section 51. The Contractor shall report any unauthorized disclosures by Contractor of Social Security numbers to the FSSA Privacy & Security Office within one (1) business day of the date the Contractor is aware of the unauthorized disclosure.

- Q. Provided that the State has complied with its obligations under this Contract, and under applicable law and regulation with respect to PHI and PII, Contractor will indemnify and hold the State harmless from any loss, damage, costs, expense, judgment, sanction or liability, including, but not limited to, reasonable attorneys' fees and costs, attributable to the claims of third parties that the State incurs or is subject to, to the extent resulting from a disclosure of PHI or any Social Security numbers by Contractor or any subcontractor, agent or person under Contractor's control arising from a material breach of this Section 12. As a condition to the foregoing indemnity, the State shall provide Contractor with prompt written notice of any claim for which indemnification is sought and shall cooperate in all reasonable respects with Contractor in connection with any such claim. Contractor shall be entitled to defend and control the handling of any such suit or proceeding, in its sole discretion, with counsel of its own choosing that is reasonably satisfactory to the State. Contractor may not settle a claim for which indemnification is sought under this Section without the prior written consent of the State, unless (1) the sole relief provided is the payment of monetary damages by Contractor or, to the extent that any non-monetary relief is provided, such non-monetary relief is applicable only to Contractor, (2) there is no admission of any fault or wrongdoing on the part of the State, and (3) the compromise or settlement contains a full and unconditional release (other than a condition of receipt of payment from the Contractor) of the State from liability in respect of such claim.
- R. Contractor shall adhere to all relevant FSSA Security Policies for any related activities provided to FSSA under this contract. Contractor is responsible for verifying that any subcontractors they engage will also comply with these policies. Any exceptions to these policies require written approval from the FSSA Privacy & Security Office.
- S. Access to FSSA and/or State Information Systems.
- 1) "FSSA and/or State Information Systems" means all computing hardware and related components, all computer software and related components, all network devices and related functions, and data owned by, licensed to, in the legal custody of, and/or operated by FSSA and/or the State.
 - 2) If and to the extent the Contractor, in the performance of Contractor's Services under this Contract, is authorized and granted by the State with access to FSSA and/or State Information Systems:
 - (A) Contractor agrees that it and all members of its workforce (as used here, "workforce" means employees, volunteers, interns, trainees, (sub)contractors, and other persons whose conduct is under the control of Contractor) performing such Services will comply, to the extent applicable to Contractor in its performance of the Services, with all FSSA and State Privacy and Security Policies and Procedures provided in writing to Contractor in advance of its performance of the Services provided that such policies and procedures do not expand the scope of Services.
 - (B) All members of Contractor's workforce who are or will be granted access to FSSA and/or State Information Systems will undertake and certify completion of all FSSA and State mandated privacy and security training following a schedule

reasonably required by FSSA and the State (e.g., upon new hire/assignment and annually thereafter).

- (C) All members of Contractor's workforce who are or will be granted access to FSSA and/or State Information systems will agree in writing or through electronic confirmation to the rules of behavior regarding access to and use of FSSA and/or State information systems; such rules of behavior are the State Information Resource Use Agreement ("IRUA") ([https://www.in.gov/iot/files/The Information Resources Use Agreement .pdf](https://www.in.gov/iot/files/The%20Information%20Resources%20Use%20Agreement.pdf)) and the DFR Rules of Behavior ([https://www.in.gov/fssa/thehub/files/DFR rulesOfBehavior.pdf](https://www.in.gov/fssa/thehub/files/DFR_rulesOfBehavior.pdf)).
- (D) Such training and rules of behavior agreement will be coordinated with Contractor by the FSSA Privacy and Security Office and the Indiana Office of Technology ("IOT").
- (E) Any members of Contractor's workforce who fail to complete the required training as described above within the scheduled timeframes or who fail to agree to the rules of behavior will not be permitted to access FSSA and/or State information systems.
- (F) Access to and usage of FSSA and/or State Information Systems is controlled through role-based access privileges and follows the principle of least privilege, meaning users are granted access to/usage of only the minimum amount of information and system functions necessary to perform their role or job assignment. As such, FSSA or its designee will provide Contractor with a list of roles it deems necessary for Contractor to perform the services; Contractor will identify each individual workforce member who requires access to/usage of FSSA and/or State Information Systems and the role to be assigned to each individual. Contractor will certify in writing that the role assigned to each individual workforce member is necessary and appropriate for the individual to perform their job assignment with respect to the performance of Contractor's services under this Contract.
- (G) FSSA will authorize and grant Contractor workforce member access privileges based on the requested and certified role in a timely manner; FSSA and IOT reserve the right to withdraw such authorization for any workforce member, with or without cause, at any time and without prior notice. It is understood by FSSA that any withdrawal without cause may impact schedule and cost.
- (H) Contractor agrees to notify the FSSA Privacy and Security Office or its designee within one (1) business day of any workforce member terminations or changes in workforce member assignment that would affect their need for access to FSSA and/or State Information Systems or role.
- (I) Contractor agrees that it is solely responsible for the actions, including errors and omissions, intentional misconduct, or malfeasance of its workforce members with respect to their access to and usage of FSSA and/or State Information Systems to the same extent as though Contractor performed such actions.
- (J) The FSSA Privacy and Security Office (or its designee) and Contractor will collaborate on the methods and means to identify workforce members requiring access, certification, changes, and other communications under this subsection.

- 3) Except as otherwise expressly agreed in Exhibit 1 (Scope of Work), nothing shall require Contractor to be responsible for the implementation and maintenance of any controls concerning the equipment or information systems of the State.

T. 45 CFR §155.260 Compliance.

- 1) The FSSA Division of Family Resources ("DFR") participates in a PII data exchange with the Centers for Medicare and Medicaid services ("CMS") mandated under the Affordable Care Act ("ACA", Public Law 111-148). The receipt of PII data from CMS through this data exchange ("ACA PII") is in support of the determination of eligibility for healthcare coverage for individuals, which is a primary function of DFR. DFR is

designated as the Administering Entity under a computer matching agreement with CMS and, per the terms of that agreement, is obligated to comply with the provisions of 45 CFR §155.260 and §155.280 regarding the privacy and security of ACA PII and that such compliance will be achieved through the application of the privacy and security standards and obligations established in the Minimum Acceptable Risk Standards for Exchanges ("MARS-E") promulgated by CMS.

- 2) 45 CFR §155.260(b)(2)(v) requires DFR to bind any downstream entities with which ACA PII is shared to same privacy and security standards and obligations that DFR is obligated to comply with, subject to the provisions under 45 CFR §155.260(b)(3) and in compliance with the monitoring provisions under 45 CFR §155.280.
 - 3) In this regard (pursuant to the immediately preceding) and to the extent applicable to Contractor in its performance of the Services:
 - (A) Contractor understands that in the performance of its Services under this Contract Contractor will be given access to and usage of ACA PII to the extent necessary to perform such Services; such access and usage of ACA PII is hereby authorized by the State.
 - (B) Contractor agrees that such ACA PII is subject to the same provisions of this Section as apply to PII and PHI, including but not limited to subsection H Improper Disclosure, Security Incident, and Breach Notification.
 - (C) Contractor further agrees that it will employ privacy and security standards over such ACA PII in its possession or control that are consistent with and being at least as protective as the privacy and security standards employed by DFR as described in paragraph 1) above taking into consideration: (i) the environment in which the Contractor is operating; (ii) whether specific standards are relevant and applicable to the Contractor's duties and activities in the performance of the Services; and, (iii) existing legal requirements to which Contractor is bound in relation to its administrative, technical, and operational controls and practices, including but not limited to, its existing data handling and information technology processes and protocols.
 - (D) Contractor additionally agrees that the privacy and security standards it employs over ACA PII will be consistent with the principles established in 45 CFR §155.260(a)(3) and that Contractor will bind any of its subcontractors used to perform the Services with authorized access to ACA PII to terms that are the same or at least as protective as the privacy and security standards Contractor employs over ACA PII.
 - (E) Contractor agrees that it will comply with the applicable provisions under 45 CFR §155.260 as a non-exchange entity.
- U. Independent assessment. If and to the extent that Contractor creates, receives, maintains, uses, and/or transmits PII in its performance of the Services, as authorized under this Contract, employing information systems owned by, licensed to, in the legal custody of, and/or operated by Contractor (excluding and separate from FSSA and/or State Information Systems), in order to assure Contractor's appropriate application of its privacy and security standards:
- 1) Deloitte LLP ("DLLP"), the parent entity of Contractor, has engaged a qualified, independent third-party to, on an annual basis, (a) conduct an examination in accordance with Service Organization Controls 2 ("SOC 2") standards under the Statement on Standards for Attestation Engagements established by the American Institute of Certified Public Accountants to evaluate the description, suitability of the design, and the operating effectiveness of the security controls of DLLP's Infrastructure Support Services System relevant to security and availability, and to prepare a Type 2 SOC 2 report with respect thereto (the "SOC 2 Infrastructure Report") and (b) certify that DLLP's Information Security Management System that manages its clients' confidential information complies with the requirements of

ISO/IEC 27001:2013 (the "ISO 27001 Certificate"). Upon written request, Consultant shall promptly provide Client with a copy of the most recently available (i) SOC 2 Infrastructure Report, (ii) the ISO 27001 Certificate, or (iii) a report prepared by a third party that is designed to provide similar information as such SOC 2 Infrastructure Report or ISO 27001 Certificate (collectively, the "Security Reports"). Contractor is solely responsible for ensuring each such assessment is reasonable in scope and depth with respect to Contractor's environment.

- 2) Contractor will share the most recently available results of each such Security Report with the FSSA Privacy & Security Office upon written request, including a description of Contractor's plan to resolve or mitigate any privacy and security deficiencies identified by the third-party assessor as detailed in the management response section of such Security Report; the State will hold such results and any such plan in the strictest confidence and not disclose such Security Reports, or refer to such Security Reports in any communication, to any person or entity other than the State. The State will review the assessment results, including the plan, solely for the purpose of gauging the reasonable sufficiency of the scope and depth of the assessment and the reasonable timeliness and approach of the plan. In the event that the State has any questions regarding such Security Reports, Contractor shall make appropriate personnel reasonably available to discuss the contents thereof. The State reserves the right to request of Contractor reasonable enhancements to the scope and depth of each assessment and/or each resulting corrective action plan, and at Contractor's sole option, Contractor may remediate its information technology controls in an effort to address such concerns.
- 3) Contractor agrees that it will resolve or reasonably mitigate such deficiencies in accordance with its policies. The State expects that the third-party assessor will confirm the resolution of the identified deficiencies during the next following assessment.
- 4) Failure by Contractor to timely and reasonably resolve or mitigate the State's privacy and security concerns will allow the State the right to terminate this Contract for its convenience.

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. At Contract expiration and upon written notice from the State, the Contractor shall, at the hourly rates set forth herein, allow as many personnel as practicable to remain on the job to perform the services as set forth in Section 13.A and 13.B above and this Section 13.C in order to help the successor maintain the continuity and consistency of the services required by this Contract. At Contract expiration, the Contractor also shall allow the State to seek to employ any of the Contractor's employees who are providing services to the State under this Contract at the time of such expiration and to conduct interviews with these employees on the State's premises. If selected employees are agreeable to the change, the Contractor shall allow such employment by the State at such expiration.
- 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 warrants that by entering into this Contract neither it nor its principals providing Services hereunder nor any of its subcontractors providing Services hereunder 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 providing Services hereunder.
- B. The Contractor warrants that it has verified the present state and federal suspension and debarment status with respect to entering into this Contract as provided above for all subcontractors receiving funds under this Contract and shall be responsible for any recoupment, penalties or costs related to this Contract that might arise from use of a subcontractor hereunder whose suspension or debarment is associated with this Contract. The Contractor shall promptly notify the State if it becomes aware that 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 the appropriate 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 in a timely manner in accordance with this Section 16. Time is of the essence in the resolution of disputes.
- B. Except with respect to halting or terminating Services for the non-payment of undisputed invoices pursuant to Section 11, 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. Except with respect to halting or terminating Services for the non-payment of undisputed invoices pursuant to Section 11, should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work in accordance with the preceding sentence, without delay, any damages incurred by the State

subject to Section 52 below, or the Contractor as a result of such failure to proceed shall be borne by the Contractor.

- C. If a party to the Contract is not reasonably satisfied with the progress toward resolving a dispute, the party must notify in writing the other party of this dissatisfaction. Upon written notice, the parties have ten (10) working days, unless the parties mutually agree to extend this period, following the notification to resolve the dispute. If the dispute is not resolved within ten (10) working days, a dissatisfied party will submit the dispute in writing according to the following procedure:
- 1) The parties agree to resolve such matters through submission in writing of their dispute to the Commissioner of the Indiana Department of Administration. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the State within ten (10) working days after presentation of such dispute for action. The presentation may include a period of negotiations, clarifications, and mediation sessions and will not terminate until the Commissioner or one of the parties concludes that the presentation period is over. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after the receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If a party is not satisfied with the Commissioner's decision the dissatisfied party, may submit the dispute to an Indiana court of competent jurisdiction. In such event, each party hereby irrevocably waives, to the fullest extent permitted by law, all rights to a trial by jury.
 - 2) The State may withhold payments on items disputed in good faith pending resolution of the dispute, provided, however, that any such withholding shall be without prejudice to any rights or remedies available to the Contractor hereunder, at law or in equity.

17. Drug-Free Workplace Certification.

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 an employee of the Contractor performing Services hereunder has been convicted of a criminal drug violation occurring in the workplace. False warranty 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 hereby further agrees that this Contract is expressly submit to the terms, conditions, and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000.00 shall be valid, unless and until this certification has been fully executed by the Contractor and made a part of the contract or agreement as part of the contract documents.

The Contractor certifies and agrees that it will provide a drug-free workplace by:

- A. The Contractor certifies and agrees that it will provide a drug-free workplace by;

- B. 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;
- C. 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;
- D. Notifying all employees performing Services hereunder in the statement required by subparagraph (A) above that as a condition to performing Services hereunder, the employee will;
- E. (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;
- F. 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;
- G. 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 performing Services hereunder 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
- H. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (G) above.

18. Employment Eligibility Verification.

The Contractor swears or affirms under the penalties of perjury that the Contractor does not knowingly employ an unauthorized alien.

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

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

The Contractor shall require his/her/its subcontractors, who perform work under this Contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

The State may terminate this agreement for default of this provision only if the Contractor knowingly employs or contracts with an unauthorized alien to perform Services hereunder in breach of this provision and fails to cure such breach of this provision no later than thirty (30)

days after being notified by the State.

19. Employment Option.

Deleted by agreement of the parties.

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 including fire, epidemic or other casualty, act of God, strike or labor dispute, war or other violence, or any law, order, or requirement of any governmental agency or authority and not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall promptly give notice to the other party and shall do everything reasonably 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.

This information has been incorporated into Clause 12.

24. Indemnification.

The Contractor agrees to indemnify, defend, and hold harmless the State, its officials, and employees from all claims and suits including reasonable court costs, attorney's fees, and other expenses, in each case solely for third party claims arising from bodily injury, death or damage to real or tangible personal property to the extent directly and proximately caused by the gross negligence or willful misconduct of the Contractor in the performance of this Contract. The State shall **not** provide indemnification to the Contractor. As a condition to the foregoing indemnity obligation, the State shall provide the Contractor with prompt notice of any claim for which indemnification may be sought hereunder and shall cooperate with the indemnifying party in connection with any such claim. Subject to Ind. Code §4-6-5-3 and Ind. Code §34-13-3-14, the Contractor shall be entitled to control the handling of any such claim, except that the State shall have the right to participate in the defense and selection of counsel when issues of state law or policy are involved and pursuant to Ind. Code §4-6-2-11, no claim in favor of the State shall be compromised without the approval of the Governor and Attorney General, and such officers are hereby empowered to make such compromise when, in their judgement, it is the interest of the

State so to do, and in the case of any such settlement, the Contractor shall obtain written release of all liability of the State, in form and substance reasonably acceptable to the State.

25. Independent Contractor; Workers' Compensation Insurance.

Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. 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 be responsible for providing all necessary unemployment and workers' compensation insurance for the Contractor's employees.

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 Division of Supplier Diversity 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:

IVB	PHONE	COMPANY NAME	SCOPE OF PRODUCTS and/or SERVICES	UTILIZATION DATE	PERCENT
None	None	None	None	None	None

A copy of each subcontractor agreement must be submitted to the Division of Supplier Diversity 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-462, 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 Division of Supplier Diversity, as reasonably requested and in the format required by the Division of Supplier Diversity.

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 the Contractor provides any information technology related products or services to the State, the Contractor shall comply with all Indiana Office of Technology ("IOT") standards, policies and guidelines, which are online at <https://www.in.gov/iot/2394.htm>. The Contractor specifically agrees that all hardware, software and services provided to or purchased by the State shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and IC 4-13.1-3. Any deviation from these architecture requirements must be approved in writing by IOT in advance. The State may terminate this Contract for default if the Contractor fails to cure a breach of this provision within the time provided in Section 46, Termination for Default.

28. Insurance.

- A. The Contractor shall secure and keep in force during the term of this Contract the following insurance coverages 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, subject to the terms and conditions of the policies:
- 1) Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limit of \$1,000,000 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 with minimum combined single limit liability of \$1,000,000 per occurrence. The State is to be included as an additional insured on a primary, non-contributory basis.
 - 3) Professional Errors and Omissions with minimum liability limits of \$5,000,000 per claim and in the aggregate.
 - 4) Umbrella/excess liability with a minimum limit of liability of \$5,000,000 per occurrence.
 - 5) Deleted.
 - 6) Deleted.
 - 7) Deleted.

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 issued by the Indiana Department of Insurance.
 - 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 pursuant to Contractor's indemnification obligations under this Contract 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 certificates of insurance required in this Contract shall include a provision that the policy may not be canceled or not renewed without the insurers' endeavoring to provide thirty (30) days' prior written notice to the undersigned State representative.
 - 5) Deleted.
- C. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the State to 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) be removed by the Contractor from performance of the Services (for reasons other than death, disability or termination) and reassigned to another project, without prior approval of the State, the State shall have the right to terminate for convenience this Contract upon thirty (30) days' prior written notice.
- B. In the event that an individual designated as "key" is removed or leaves the project, subject to Clause A above, the Contractor will present to the State, within thirty (30) days, the name and qualifications of another individual who may become a key person under the terms of this Contract subject to the approval of the State.
- C. 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.
- D. 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 **None**.

30. Licensing Standards.

The Contractor, its employees and subcontractors performing Services hereunder shall comply with all applicable licensing standards, certification standards, accrediting standards 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 performing Services hereunder are knowingly or purposefully not in compliance with such applicable standards. If any license, certification or accreditation expires or is revoked, the Contractor shall notify the State immediately and the State, at its option, may 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:

MBE/WBE	PHONE	COMPANY NAME	SCOPE OF PRODUCTS and/or SERVICES	UTILIZATION DATE	PERCENT
MBE		RCR Technology Corporation	Technological services	1/1/2021	4.61%
MBE		The Consultants Consortium Inc. (TCC)	Technological services	1/1/2021	3.93%
WBE		Roeing IT Solutions	Technological services	1/1/2021	3.85%
WBE		Dynamic Talent Solutions, Inc.	Technological services	1/1/2021	4.44%

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.

If the Contractor is not excluded from future procurements, the actions or inactions of the Contractor with regard to the above may be taken into account in all phases and scoring in future procurements.

33. Nondiscrimination.

This covenant is enacted pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. Breach of this covenant may be regarded as a material breach of this Contract, but nothing in this covenant shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Contractor or any subcontractor.

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"). Furthermore, Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

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

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:
Adrienne Shields, Director
Division of Family Resources
402 West Washington Street, Room W392
Indianapolis, IN 46204
- B. Notices to the Contractor shall be sent to:
Seth Mandel
Deloitte Consulting LLP
Chase Tower 111 Monument Circle, Suite 4200
Indianapolis, IN 46204

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 #12-113, (4) Contractor's response to RFP #12-113, 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, film, tape, articles, memoranda, and other materials that are not Contractor Information, but which are (1) specifically developed for and (2) delivered to the State under this Contract ("Work Product") shall be considered "work for hire" and the Contractor transfers any ownership claim to the State and all such Work Product will be the property of the State.
- B. Use of this Work Product, other than related than in Section 12 above 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 Work Product while the Work Product is 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, prompt, and unrestricted access to the Work Product during the term of this Contract.

37. Payments.

All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, 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.

Claims shall be submitted for reimbursement of costs incurred. Costs are incurred on the date services are actually provided to the client. Reimbursement shall be based on actual services provided to the State, not on a care plan budget or other merely anticipated services. Claims shall be submitted to the State within sixty (60) calendar days following the end of the month in which services were provided. The State has the discretion, and reserves the right, to **not pay** any claims submitted later than sixty (60) calendar days following the end of the month in which the services were provided. All final claims and reports must be submitted to the State within sixty (60) calendar days after the expiration or termination of this agreement. Payment for claims submitted after that time maybe denied but only if a delay prevents the State from claiming funds for the payment of the Contractor's invoices. Claims may be submitted on a monthly or semi-monthly basis only. At the time that the final claim is submitted, all unexpended grant funds must be returned to the State.

Claims must be submitted with accompanying supportive claim form generated by the State. Claims submitted without supportive documentation will be returned to the Contractor not processed for payment.

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.

Subject to the following sentence, 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. Any subsequent renewal to this Contract beyond December 31, 2021 is upon mutual written agreement of the parties.

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 but such invalid section, subsection, clause or provision shall be deemed modified to the extent necessary to render it enforceable, preserving to the fullest extent permissible the intent of the parties set forth herein.

43. Substantial Performance.

Deleted by agreement of the parties.

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 The Indiana Department of Administration and the State Budget Agency whenever, for any reason except default, if, 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.

46. Termination for Default.

- A. With the provision of thirty (30) days' written notice to the Contractor, the State may terminate this Contract in whole or in part if the Contractor fails to correct or cure any material 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:
- B. If the State terminates this Contract under this Section 46, 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 damages incurred subject to the limitations set forth in Section 51 below. However, the Contractor shall continue the work not terminated subject to the rights of the parties as set forth in Sections 10, 15 and 16 above.
- C. 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 permitted under the scope of services or consideration provisions. Expenditures made by the Contractor for travel will be reimbursed at the current rate paid by the State and in accordance with the State Travel Policies and Procedures as specified in the current Financial Management Circular. Out-of- state travel requests must be reviewed by the State for availability of funds and for appropriateness per 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.

49. Work Standards.

This is a services agreement. The Contractor warrants that it will perform its responsibilities in good faith and in a professional manner. EXCEPT WITH REGARD TO THE WARRANTY SET FORTH IN THIS SECTION 49 (WARRANTY TO PERFORM IN GOOD FAITH AND IN A PROFESSIONAL MANNER), THE CONTRACTOR DISCLAIMS ALL OTHER EXPRESS OR IMPLIED WARRANTIES, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. If the State becomes dissatisfied with the work product of or the working relationship with those Contractor personnel or subcontractors assigned to work on this Contract, the State may request in writing the replacement of any or all such individuals, which shall include the basis for the request, 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 *2021 OAG/ IDOA Professional Services Contract Manual* or the *2021 SCM Template*) in any way except as follows:

- 4. Access to Records.** *Modified.*
- 5. Assignment; Successors.** *Modified.*
- 6. Assignment of Antitrust Claims.** *Modified.*
- 7. Audits.** *Modified.*
- 11. Condition of Payment.** *Modified.*
- 12. Confidentiality, Security and Privacy of Personal Information.** *Modified.*

- 13. Continuity of Services.** *Modified.*
- 14. Debarment and Suspension.** *Modified.*
- 15. Default by the State.** *Modified.*
- 16. Disputes.** *Modified.*
- 17. Drug-Free Workplace Certification.** *Modified.*
- 18. Employment Eligibility Verification.** *Modified.*
- 19. Employment Option.** *Deleted.*
- 20. Force Majeure.** *Modified.*
- 23. HIPAA Compliance.** *Incorporated into Clause 12.*
- 24. Indemnification.** *Modified.*
- 25. Independent Contractor; Workers' Compensation Insurance.** *Modified.*
- 26. Indiana Veteran Owned Small Business Enterprise Compliance.** *Modified.*
- 27. Information Technology Enterprise Architecture Requirements.** *Modified.*
- 28. Insurance.** *Modified.*
- 29. Key Person(s).** *Modified.*
- 30. Licensing Standards.** *Modified.*
- 32. Minority and Women's Business Enterprises Compliance.** *Modified.*
- 33. Nondiscrimination.** *Modified.*
- 36. Ownership of Documents and Materials.** *Modified.*
- 37. Payments.** *Modified.*
- 41. Renewal Option.** *Modified.*
- 42. Severability.** *Modified.*
- 43. Substantial Performance.** *Deleted.*
- 45. Termination for Convenience.** *Modified.*
- 46. Termination for Default.** *Modified.*
- 47. Travel.** *Modified.*
- 48. Waiver of Rights.** *Modified.*
- 49. Work Standards.** *Modified.*

51. Limitation of Liability.

Each party agrees that the other party, its subcontractors and its personnel shall not be liable for any actions, damages, claims, liabilities, costs, expenses, or losses, in any way arising out of or relating to the Services performed hereunder or this Contract for an aggregate amount in excess of the total value of fees to be paid by the State to the Contractor under this Contract, except to the extent finally judicially determined to have resulted primarily from the bad faith or intentional misconduct of such party or its subcontractors. In no event shall either party, its subcontractors or its personnel be liable for consequential, special, indirect, incidental, punitive or exemplary damages, costs, expenses, or losses (including, without limitation, lost profits and opportunity costs) nor shall they be liable for any claim or demand against the other party by any third party (other than third party claims for which indemnification is available hereunder). The provisions of this paragraph shall apply regardless of the form of action, damage, claim, liability, cost, expense, or loss, whether in contract, statute, tort (including, without limitation, negligence), or otherwise.

52. Infringement of Patents and Copyrights.

- A. Contractor will defend the State against a third-party claim that Work Product supplied hereunder infringes a U.S. patent or copyright. Contractor will pay resulting costs, damages and reasonable attorney's fees finally awarded provided that:
 - 1. The State promptly notified Contractor in writing of the claim; and
 - 2. Contractor has sole control of the defense and all related settlement negotiations.
- B. The State shall have the right to participate in the defense where issues of State law or policy are involved. Contractor's obligation under this Section is conditioned on the State's agreement that if the Work Product, or the operation thereof is likely to become, the subject

of a third party claim, the State will permit Contractor, at its option and expense, either to procure for the State the right to continue using such Work Product or to replace or modify the same so that they become non-infringing; and if neither of the foregoing alternatives is available on terms which are reasonable in Contractor's judgment, the State will return the Work Product on written request by Contractor.

- C. The Contractor has no liability for any claim based upon the following:
1. The combination, operation, or use of Work Product supplied hereunder with any program or other material other than or in addition to programming supplied by the Contractor;
 2. State modification of Work Product other than that directed or requested by Contractor or pursuant to this Contract, or Work Product's use in other than its specified operating environment;
 3. Use by the State of a superseded or altered release or version of Work;
 4. Product modified outside of the scope of this Contract;
 5. Use of the Work Product by the State other than in accordance with its published specifications, if any; or
 6. The infringement resulted from implementing technical specification(s) provided by the State.

The foregoing states the entire obligation of Contractor with respect to infringement of patents and copyrights.

53. Duties of the State.

The State shall cooperate with the Contractor in the performance of the Services, including, without limitation providing the Contractor with reasonable facilities and timely access to data, information and personnel of the State. The State shall be responsible for the performance of its employees and agents and for the accuracy and completeness of all data and information provided to the Contractor hereunder. The parties acknowledge and agree that the Contractor's performance is dependent upon the timely and effective satisfaction of the State's responsibilities hereunder and timely decisions and approvals of the State in connection with the Services. The Contractor shall be entitled to rely on all decisions and approvals of the State in the performance of the Contract.

54. Food and Nutrition Services Required Federal Provisions.

The Contractor must comply with the following provisions:

1. Executive Order 11246, entitled "Equal Employment Opportunity". As amended by Executive Order 11375, and as supplemented by the department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits federal contractors and federally-assisted construction contractors and subcontractors who do over \$10,000 in Government business in one year from discriminating in the employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.
2. The Clean Air Act, Section 306:
 - a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.
 - b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).
 - c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, local, or contract to effectuate the purposed and policy of this Act in such contracting or assistance provisions, as the President determines necessary to carry out such requirement.
 - d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
 - e. The President shall annually report to the Congress on measures taken toward implementing the purpose and intent of this section, including but not limited to

the progress and problems associated with implementation of this section. [42 U.S.C 7606]

3. The Clean Water Act:

- a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.
- b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.
- c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:
 - 1) Requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and
 - 2) Setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.
- d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.
- e. The President shall annually report to the congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.
- f. (1) No certification by a contractor, and no contract clause may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section and (2) In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).

4. The Anti-Lobbying Act: This Act prohibits the recipients of federal contracts, grants, and loans from using appropriated funds for lobbying the Executive or Legislative Branches of the federal government in connection with a specific contract, grant, or loan. As required by Section 1352, Title 31 of the U.S. Code and implemented at 34 CFR Part 82 for persons entering into a grant or cooperative agreement over \$100,000, as defined at 34 CFR Part 82.105 and 82.110, the applicant certifies that:

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with the making of any federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal grant or cooperative agreement;
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard

Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;

- c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.
5. Americans with Disabilities Act: This Act (28 CFR Part 35, Title II, Subtitle A) prohibits discrimination on the basis of disability in all services, programs, and activities provided to the public by State and local governments, except public transportation services.
 6. Drug Free Workplace Statement: The Federal government implemented the Drug Free Workplace Act of 1988 in an attempt to address the problems of drug abuse on the job. It is a fact that employees who use drugs have less productivity, a lower quality of work, and a higher absenteeism, and are more likely to misappropriate funds or services. From this perspective, the drug abuser may endanger other employees, the public at large, or themselves. Damage to property, whether owned by this entity or not, could result from drug abused on the job. All these actions might undermine public confidence in the services this entity provides. Therefore, in order to remain a responsible source for government contracts, the following guidelines have been adopted:
 - a. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the workplace.
 - b. Violators may be terminated or requested to seek counseling from an approved rehabilitation service.
 - c. Employees must notify their employer of any conviction of a criminal drug statute no later than five days after such conviction.
 - d. Although alcohol is not a controlled substance, it is nonetheless a drug. It is the policy of the Indiana Department of Health WIC Program that abuse of this drug will also not be tolerated in the workplace.
 - e. Contractors of federal agencies are required to certify that they will provide drug-free workplaces for their employees.
 7. Debarment, suspension, and other responsibility matters: As required by Executive Order 12549. Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110.
 - a. The applicant certifies that it and its principals:
 - 1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
 - 2) Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - 3) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (a)(2) of this certification; and
 - 4) Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause of default.

- b. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.
- 8. Royalty Free Rights to Use Software or Documentation Developed. 2 CFR 200.315 Intangible Property.
 - a. Title to intangible property (see §200.59 Intangible property) acquired under a Federal award vests upon acquisition in the non-Federal entity. The non-Federal entity must use that property for the originally authorized purpose and must not encumber the property without approval of the Federal awarding agency. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in §200.313 Equipment paragraph (e).
 - b. The non-Federal entity may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The Federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.
 - c. The non-Federal entity is subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements."
 - d. The Federal Government has the right to:
 - 1)_Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and
 - 2)_Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

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://fs.gmis.in.gov/psp/guest/SUPPLIER/ERP/c/SOI_CUSTOM_APPS.SOI_PUBLIC_CNTRCT S.GBL

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.

DELOITTE CONSULTING LLP

DocuSigned by:
By: *Seth Mandel*
0359CC9E336C48C...

Title: Principal

Date: 2/24/2021 | 12:26 EST

Indiana Family and Social Services
Administration Division of Family Resources

DocuSigned by:
By: *Adrienne M. Shields-500*
3DB6A6C700F24E2...

Title: Director

Date: 2/24/2021 | 12:29 EST

Electronically Approved by: Indiana Office of Technology	Electronically Approved by: Department of Administration
By: _____ (for) Tracy E. Barnes, Chief Information Officer	By: _____ (for) Lesley A. Crane, Commissioner
Electronically Approved by: State Budget Agency	Electronically Approved as to Form and Legality by: Office of the Attorney General
By: _____ (for) Zachary Q. Jackson, Director	By: _____ (for) Theodore E. Rokita, Attorney General

EXHIBIT 1
Statement of Work

Statement of Work No. IEDSS-M&O-2021

This Statement of Work ("SOW"), effective as of the 1st of January, 2021 ("SOW Effective Date"), confirms the agreement that Deloitte Consulting LLP ("Deloitte Consulting") will provide the consulting services set forth herein (the "Services") to assist Indiana Family and Social Services Administration ("FSSA") with the Project (as defined below). This SOW is governed by Contract EDS # F1-3-99-13-CL-9221 between the parties ("Contract"). Capitalized terms in this SOW that are not defined herein shall have the same meaning as in the Contract.

1.0 IEDSS Scope

Deloitte Consulting shall provide Maintenance, Operations, and Enhancement services for the IEDSS solution as well as maintenance of the decommissioned legacy systems, as described in this Statement of Work.

1.1 Business Background

The IEDSS solution provides Indiana a Worker Portal “system of record” and related technical components to support Eligibility & Enrollment (E&E) related processes for Medicaid, Supplemental Nutrition Assistance Program (SNAP), and Temporary Assistance for Needy Families (TANF). IEDSS primarily serves the needs of workers in the FSSA Division of Family Resources (DFR) and the FSSA Office of Medicaid Policy and Planning (OMPP). IEDSS, as the eligibility system of record, functions with other DFR eligibility systems and interfacing partners to support the following programs that are administered by FSSA:

- Supplemental Nutrition Assistance Program (SNAP)
- Indiana Health Coverage Programs
- Temporary Assistance for Needy Families (TANF)
- Refugee Services
- Indiana Manpower and Comprehensive Training (IMPACT)
- DFR is the primary sponsor of IEDSS and owns or controls all IEDSS solution components. DFR is responsible for managing the policies for SNAP, TANF, and Refugee Services while handling the eligibility processing and approval for these programs. DFR also supports referrals to Indiana Manpower and Comprehensive Training (IMPACT), an employment and training component for the TANF and SNAP programs that uses a case management tool for assigning, scheduling and tracking employment activities and issuing supportive services to IMPACT participants. IEDSS supports IMPACT for scheduling, referrals, and effects on eligibility.
- OMPP is the division of FSSA that oversees Health Coverage programs (including Medicaid, CHIP, HIP 2.0, and presumptive eligibility). OMPP is responsible for providing policies related to healthcare programs for the IEDSS solution, while DFR is responsible for determining eligibility for these programs (except presumptive eligibility, which is handled by Core MMIS on behalf of OMPP).
- The Office of Hearings and Appeals (OHA) as part of the Office of Administrative and Law Proceeding (OALP) uses IEDSS for all aspects of eligibility (Medicaid, SNAP, and TANF) appeals as well as program appeals throughout all of FSSA.
- The federal agencies representing these programs include the USDA Food and Nutrition Service (FNS), the U.S. Department of Health and Human Services (HHS), the Centers for Medicare and Medicaid Services (CMS), and the Administration for Children and Families (ACF).

IEDSS was piloted in spring of 2019 and statewide implementation is scheduled for completion in 2020, along with decommission of the legacy systems.

1.2 Functional Scope

The following systems and components are in scope for this SOW. IEDSS's baseline scope includes the system at pilot implementation plus all change requests implemented through 12/31/2020 ("IEDSS solution" or "System"), including:

- IEDSS Worker Portal
- Master Client Index (MCI)
- ICES Archival Platform

The functional areas are organized by track and the detailed responsibilities are described in the table below:

Table 1.2.1 Functional track and detailed responsibilities

Track	Responsibility Areas
Back Office	<p>This track includes the following functional components that provide core case maintenance functions after benefits are determined including the following:</p> <ul style="list-style-type: none"> • Task Management: A task-based model within IEDSS to trigger, prompt, organize, and monitor work. • Case History Maintenance (Batch and Screens): Records all previously performed actions within a case. • Benefit Recovery/Intentional Program Violation (IPV)/Underpayment: Allows workers to correct underpayments and overpayments, and initiate investigations into suspected cases. • Periodic Reporting: Gives workers the capability to complete periodic/interim reporting for SNAP, TANF, or Health Coverage cases. • Redetermination/Recertification/Interim Reporting/Periodic Reporting: Allows workers to complete redeterminations for SNAP, TANF, or Health Coverage cases. • Case Changes: Allows workers to process case changes as needed. • Document Management and Integration: Consolidates all documents related to a case in one location for ease of management. Manages the documents associated with a case. Works with the Interface track to connect with CDMS/DPS for presenting documents within IEDSS. • Workload Rebalancing: Enables activities that are performed on case after intake has begun. • Case Notes/Comments: Allows workers to document notes associated with individuals or cases within both IEDSS applications and cases. • Hearings and Appeals: The Office of Hearings and Appeals (OHA) uses IEDSS for all aspects of eligibility (Medicaid, SNAP, and TANF) appeals as well as program appeals throughout all FSSA.
Correspondence	<p>This track includes all types of correspondences, which include notices and forms, which need to be sent by the State to a client or third party. It is comprised of both automatic and manual correspondence, including:</p> <ul style="list-style-type: none"> • Screens: The screens associated with correspondence generation in Adzework with the Interface and Back Office track to generate correspondence/notices to CDMS/DP, as well as store those documents for later retrieval. • Eligibility Notices: Notices related to eligibility that are mailed out or printed, including pending verification notices ("2032" forms in Indiana), Medicaid/SNAP/TANF approval and denial notices, redetermination notices, and other related eligibility determination-supporting correspondence • Non-Eligibility Notices: Scheduling notices, appeals notices, and informational notices

Track	Responsibility Areas
Eligibility Determination and Benefit Calculation (EDBC)	<p>This track is comprised of IEDSS functionality constituents that aid in the rules critical for eligibility determinations. These rules are applied following the understanding of the case structure and support the acknowledgement and comprehension of pertinent pending financial/non-financial factors to be considered. Following verification of those factors, EDBC rules are applied again to support final benefit determinations. These rules are all contained with the Corticon Rules Engine that has been incorporated into the codebase of the IEDSS solution. EDBC functional components:</p> <ul style="list-style-type: none"> • Standard Filing Unit (SFU): Establishes the Assistance Groups for SNAP, TANF, Refugee Cash Assistance, and Health Coverage programs with respective participation statuses for each individual in a case. • Non-Financial Eligibility Determination: Determines non-financial eligibility for SNAP, TANF, Refugee Cash Assistance, and Health Coverage Assistance Groups using case and individual information. • Resource Eligibility Determination: Determines resource eligibility for SNAP, TANF, and Health Coverage Assistance Groups using case and individual information. • Financial Eligibility Determination: Determines financial eligibility for SNAP, TANF, Refugee Cash Assistance, and Health Coverage Assistance Groups using case and individual information. • Authorization: Supports role-based process for review, approval, denial and suspension of Assistance Group benefits for each benefit period. Allows the worker to exit the case action once an authorization is processed. • Benefit Calculation: Calculates the amount of benefits per program (and per person if applicable) that should be granted based on business rules. • Disaster SNAP (D-SNAP): The unique rules and issuance results for processing D-SNAP applications in the event of an eligible disaster declaration. • Mass Change: Rules and functionality to support large scale updates that occur in a regular cadence that affect eligibility programs (e.g., Cost of Living Adjustment (COLA)). • QualCheck: A Java-based application with screening eligibility rules. Applicants can enter information into the Benefits Portal, which in turn interfaces to QualCheck to provide potential eligibility screening results for display in the Benefits Portal.

Track	Responsibility Areas
Front Office	<p>This track includes the business functions that enable the user to enter application and case information into the system, including the following:</p> <ul style="list-style-type: none"> • Application Registration: Allows users to register complete applications into the system, as well as view applications that have arrived via the benefit portal. Users can return to an application that has not been submitted to make amendments. • Appointment Scheduling: Allows workers to set up ongoing schedules based on office resource availability. Supports the creation (manual and automatic) of appointments as well as ongoing maintenance. • Data Collection: Allows workers to record client information in the intake and/or interview process. <ul style="list-style-type: none"> ○ Individual Details ○ Household Information ○ Non-Financial Information ○ Income Information ○ Expense Information ○ Resource Information • IMPACT: Allows workers to track E&T status and client's compliance with Indiana's work program (IMPACT) for TANF/SNAP eligibility. • Disaster SNAP (D-SNAP): The screens/functionality to facilitate the D-SNAP program in the event that an applicable disaster declaration occurs. • MRT Support: The MRT system interfaces with IEDSS for these screens to support Medicaid Aged, Blind, and Disabled determinations, including the appropriate gathering of supplemental Medical information to support eligibility. • Reception Log: These screens are used by workers to support in-person intake and tracking of clients.

Track	Responsibility Areas
Interfaces	<p>This track includes all the real-time and batch interfaces that occur between IEDSS and DFR, FSSA, external State, federal, and DFR vendor partners. All interfaces within the IEDSS solution are SOAP (Simple Object Access Protocol).</p> <ul style="list-style-type: none"> Real-time and Batch Interfaces: Contractor to maintain all aspects of the Interface Tracker. This Tracker, maintained under the previous agreement, IEDSS DDI Contract (#0000000000000000000041632), will continue to include and keep up to date information regarding all interface partners, points of contact per each partner, cadence, description of content exchanged, and other related tracking status. Maintain interfaces as noted in this Interface Tracker and provide updates to the Interface Tracker in the event that Enhancements and/or defect resolutions precipitate impacts. Screens: Each interface has associated screen to facilitate data input and transfer. Workers can manually analyze and apply data from interfaces into cases as necessary. Batch Admin Screen: This screen is a component of Back Office track and helps technical and business staff monitor all batches and their respective statuses, daily and nightly. Application Services / IMPACT Interfaces: Agency Portal Interface / Benefits Portal Interface / Document Center Interface / I3/IVR Interface: These interfaces, via CDMS, are critical for providing information to clients (e.g., case status on the Benefits Portal/Agency Portal), for clients to apply (online/paper/phone), and to serve documents to IEDSS after IEDSS generates them to CDMS At a high level, 233 of the IEDSS interfaces are all via the IEDSS Mule ESB either directly to entities (i.e., Application Services), via Mule ESB to FSSA BizTalk behind the IN firewall (i.e., all FSSA agency and other state agency interfaces), or via Mule ESB to FSSA BizTalk to beyond the IN firewall (i.e., all federal agency interfaces and vendor interfaces such as Conduent EBT and Equifax/Work Number).

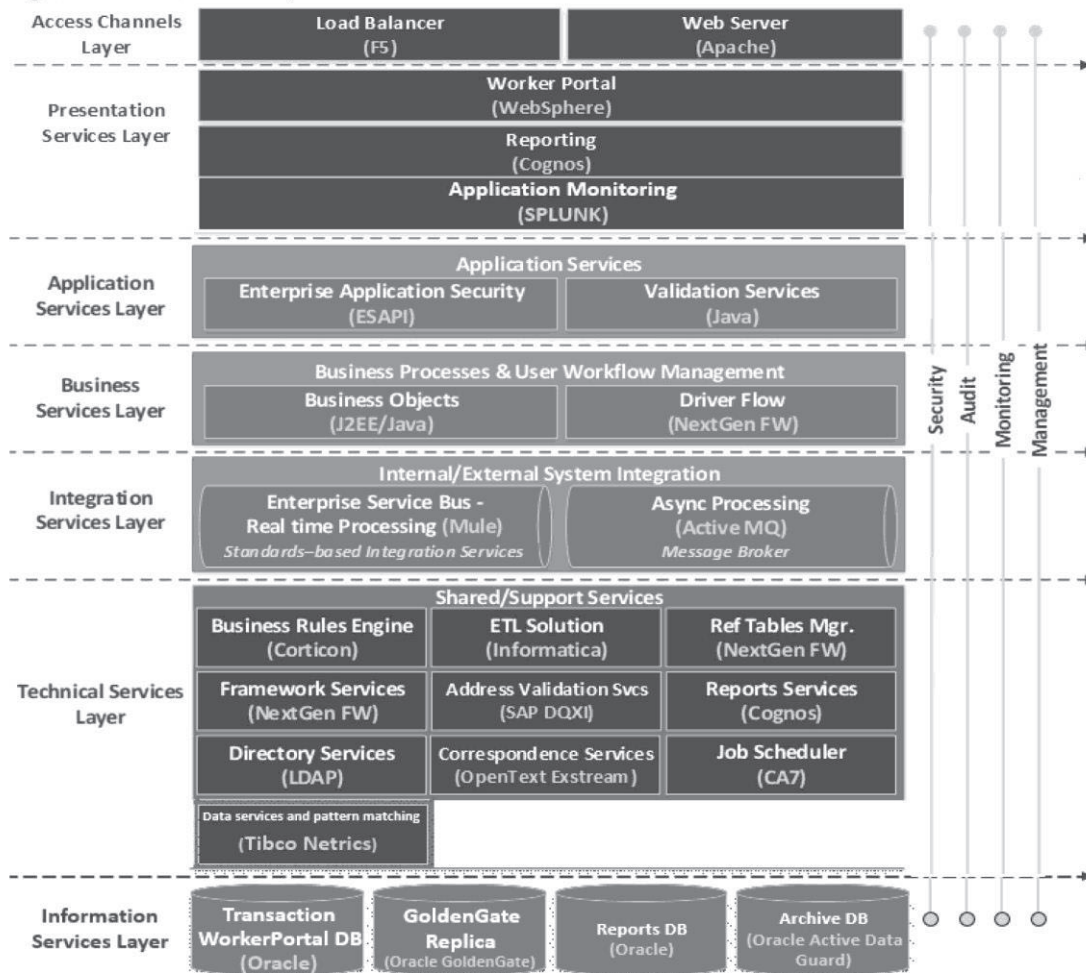
Track	Responsibility Areas
Support	<p>This track includes functions which support the core business functionalities, including:</p> <ul style="list-style-type: none"> • Task Management and Alerts: The task tracker is used to manage the ongoing monitoring of all tasks, their triggers, as well as assignment of tasks. • Batch Framework: The overall architecture and mechanisms to run programs/functionality without direct, end user interaction • Mass Change: This functionality works with EDBC to realize automatic re-evaluation of program eligibility on multiple cases. • Data Archival: Allows conservation and storage of pertinent application information, based on federal and State law/requirements, as well as what management, workers, and other stakeholders require for ongoing information tracking. This functionality also includes appropriate data purge according to business rules. • Audit Log: Allows the capture and storage of transaction information pertaining to a record. • Security Profiles: This role-based functionality allows the State to selectively grant user access to pages and functionality/fields based on role. • Reception Logs: Allows for logging of information when a client checks into an office in-person, based on Front Office screens/functionality. • Quality Control (QC): Allows for detection and prevention of errors in a case. • Hearings and Appeals: Allows for a client to submit an appeal and track the progress of hearings through scheduling functionality, packet preparation, decision tracking, notice generation, and appeal results incorporated into eligibility • Help/User Interface (UI): The overall structure, architecture, interface, and usability of the UI is managed here. Additionally, help screens and text are all available through this feature.
Reports	<p>This track addresses the State's data reporting requirements including:</p> <ul style="list-style-type: none"> • Ad-Hoc Reports: Reports built and generated as needed by IEDSS reporting staff, based on data extracts generated from IEDSS. • Management Reports/Dashboards: These reports are created either on a period schedule or on-demand to facilitate tracking of tasks and task lifecycles. This functionality also allows management to gauge quantities of major work (e.g., applications, redeterminations, changes) that is pending or "coming due", based on appropriate business rules. • Oracle GoldenGate and Informatica Extract, Transform, and Load (ETL) for IEDSS reports • Oracle GoldenGate and Informatica ETL for FSSA Data Warehouse reporting

1.3 Technical Scope

Deloitte Consulting shall work collaboratively with FSSA, DFR and the Indiana Office of Technology (IOT) and provide services to maintain, operate, and enhance the components of the technology stack as shown the figure below, as described in section 4.0 Roles and Responsibilities

Deloitte Consulting's approach is structured to monitor, manage and support system/server operations, including configuration, maintenance operations, performance of servers across the Application, web, business, batch, data layers and COTS products (e.g., business rules, correspondences, content management). Deloitte Consulting shall monitor server and system performance levels as described in the SOW and address issues to maintain high availability, reliability, and performance, aligned with the defined service levels.

Figure 1.3.1 Technical Scope Overview



2.0.0 Project Scope

The services performed as part of this SOW are base maintenance and operations, fixed capacity maintenance and operations, and enhancements.

2.1.0 Base Maintenance and Operations

Deloitte Consulting is responsible for providing staff resources to perform the following activities in order to maintain and operate the IEDSS system in production and manage delivery of services described in this SOW. These services are described in further detail in section 4.0 Roles and Responsibilities.

- Critical defect management and resolution

- Critical incident management and resolution
- Project management
- Resource management
- Contract management
- Change control and management
- Release management
- Batch management
- Mass change execution for yearly scheduled updates
- Vendor management and coordination (for operations)
- Production monitoring
- SLA compliance
- Data integrity monitoring
- Security management
- Configuration management, build/deploy, environment management (for maintenance releases)
- IOT coordination (for operations)
- Middleware upgrade impact analysis (to identify change requests)
- Capacity planning
- Database management
- Project site management / Deloitte Project team desktop/technology support
- Monthly reporting
- Operational documentation maintenance

2.1.1 Fixed Capacity Maintenance and Operations

Deloitte Consulting will be responsible for providing a fixed capacity of resources to perform the following activities, subject to the prioritization by DFR. These services are described in further detail in section 4.0 Roles and Responsibilities

- Defect management and resolution (High, Medium, Low)
- Interim business process management
- Incident management and resolution (High, Medium, Low)
- Data fixes
- Business Continuity and Disaster Recovery Support

- Ad hoc reports
- Ad hoc operational support
- Transition Support Services, if applicable

2.2 Enhancements

Deloitte Consulting shall provide Design, Development, and Implementation (DDI) services for IEDSS solution enhancements according to mutually agreed System Development Lifecycle (SDLC) processes. These services are further described in section 5.0 Design, Development, and Implementation of Enhancements.

2.3 Project Meetings

Deloitte Consulting will lead and participate in regular meetings with the State to manage the project. These meetings include but are not limited to meetings for Defect Triage, Data Fix, Change Control Board, Project Status, and IOT Coordination. Deloitte Consulting will periodically review the meeting cadence with the State and make adjustments as mutually agreed upon.

2.4 Project Delivery Tools

The Parties have agreed that the following project management and monitoring tools will be used by the State and Deloitte Consulting in the performance of the Services. The following section contains the terms of use for these tools.

Table 2.5.1 Project Delivery Tools and Use

Project Delivery Tool	Description of Tools	Hosting and Terms of Use
Project management centre (PMC)	<p>PMC provides a centralized platform to manage all phases of a project: delivering preconfigured dashboards for project start-up, predefining workflows and ensuring easy accessibility</p> <p>Reduces the time to initiate projects</p> <p>Centralizes project information and enables distributed delivery with Web-based user portals</p> <p>Provides management- and team-level dashboards and reporting</p> <p>Enables concurrent project data access and maintenance</p> <p>Facilitates the standardization of project management processes across the organization via workflows</p>	<p>PMC is centrally hosted by Deloitte Consulting and accessible via the Internet and licenses are provided by Deloitte Consulting for the duration of this SOW at no cost to the State</p> <p>PMC is managed and maintained by Deloitte Consulting</p> <p>At the end of the Deloitte Consulting Engagement, PMC will no longer be available to the State. Deloitte Consulting will provide an extract of IEDSS PMC data that can be accessed without the PMC tool. Once the State validates the extract as being complete, Deloitte Consulting must delete all IEDSS data from PMC. Should the State elect to continue using PMC, the State will be required to purchase license agreements from the HP PPM vendor</p>
Project Library (Microsoft)	Microsoft SharePoint is a web	Microsoft SharePoint is centrally

Project Delivery Tool	Description of Tools	Hosting and Terms of Use
SharePoint)	<p>application platform that can be leveraged for intranet content management and document management</p> <p>Built on a MS-Office like interface, it easily integrates with the Office Suite</p> <p>Serves as the centralized repository to store IEDSS solution project artifacts</p>	<p>hosted by the State and accessible via the Internet. Licenses are provided by the State for the duration of this SOW</p> <p>Microsoft SharePoint is configured and installed by the State</p> <p>Microsoft SharePoint is managed and maintained by the State</p>
RTC	<p>Rational Team Concert (RTC) provides a single, integrated environment for several aspects of the software development process, including agile planning, source control, defect tracking, build management, and reporting.</p> <p>Software to track and manage the relationships between artifacts, promote best practices for development, and gather project information.</p>	<p>RTC is centrally hosted by the State and accessible via the Internet. Licenses are provided by the State for the duration of this SOW</p> <p>RTC is configured and installed by the State</p> <p>RTC is managed and maintained by the State</p>
Splunk	<p>Splunk is a software technology which is used for monitoring, searching, analysing and visualizing the machine generated data in real time.</p> <p>It can monitor and read different types of log files and stores data as events in indexers. This tool allows the user to visualize data in various forms of dashboards.</p>	<p>Splunk is centrally hosted by the State and accessible via the Intranet. Licenses are provided by the State for the duration of this SOW</p> <p>Splunk is configured by Deloitte</p> <p>Splunk is installed with the assistance of the State</p> <p>Splunk dashboards are maintained by Deloitte</p>
QRadar	QRadar is a Security Incident and Event Monitoring (SIEM) product.	QRadar is hosted at IOT and licenses are procured by the State

3.0 Out of Scope

The following services out of scope:

- Data conversion from legacy systems
- End user training delivery
- Training material maintenance including updates and authoring of page-level online help content in RoboHelp
- Organizational change management
- Site Support
- Command Center support
- ICES stage 1 server support

4.0 Roles and Responsibilities

This section describes State and Deloitte Consulting Responsibilities for Base Maintenance and Operations and Fixed Capacity Maintenance and Operations.

4.1 Base Maintenance and Operations Activities

The following table describes the base maintenance and operations activities to be performed, not subject to the fixed capacity of resources specified in section 10.0 Staffing Model:

Table 4.1.1 Base Maintenance and Operation Responsibilities

Category	Item	State Responsibility	Deloitte Responsibility
Defect Management	Critical Severity Defects	<ul style="list-style-type: none"> • Provide approval for resolution approach • Provide guidance wherever required to fix and test the defect. 	<p>Respond to Critical severity defects, as defined in Section 12.3 Defect Severity Guidelines, per the following:</p> <ul style="list-style-type: none"> ○ Adhere to processes outlined in the Master Test Plan ○ Team will fix the defect with guidance from the State. ○ Defect will go through the SDLC process as defined in the Defect Management (Fixed Capacity) section in an expedited manner. ○ An appropriate patch release will be created ○ Communicate plan to resolve the defect to the DFR Project Manager or his/her designee per the procedures defined in the IEDSS Operations Documentation ○ Seek approval for resolution approach from the DFR Project Manager or his/her designee prior to deploying production changes
Incident Management	Critical Escalation Support	<ul style="list-style-type: none"> • Communicate critical production issues (from the field) to the IEDSS Triage team per the incident reporting process 	<p>For any critical incidents the following activities (in addition to incident resolution process (refer to Section 4.2)) will be performed</p>

Category	Item	State Responsibility	Deloitte Responsibility
		<ul style="list-style-type: none"> Review and approve the resolution steps (technical, functional) provided to resolve the issue Facilitate resolution with other partners, agencies 	<ul style="list-style-type: none"> Adhere to processes outlined in Incident Management Plan Within 1 hour of report, send notice to the DFR Project Manager communicating that a Critical severity incident has been reported in production Provide incident resolution support unless specified in the master IOT calendar that includes the IEDSS maintenance and enhancement releases and IOT patches that might impact IEDSS). Communicate triage analysis and updates to the State Project Manager or his/her designee per the procedures defined in the IEDSS Operations Documentation Communicate plan to resolve the incident to the DFR Project Manager or his/her designee per the procedures defined in the IEDSS Operations Documentation Seek approval for resolution approach from the DFR Project Manager or his/her designee prior to deploying production changes Correct and test the resolution of the incident and work with other State staff and their designees or software vendor support specialists to implement the resolution and achieve closure using the procedures defined in the Updated Technical Architecture document. Co-ordination of escalated incidents with DFR and other partners
	Security Incidents	<ul style="list-style-type: none"> Escalate reported security incidents up the chain of command as appropriate. Update the security Incident response plan 	<ul style="list-style-type: none"> Report IEDSS related security and/or privacy incidents of which Deloitte Consulting becomes aware in accordance with Clause 12 of the Contract. Evaluate project related threats and counter measures that could affect the IEDSS solution and make appropriate recommendations to the State, State

Category	Item	State Responsibility	Deloitte Responsibility
			<p>CISO/Privacy Officer and/or their designee, and IEDSS Project Manager prior to implementation. Deloitte Consulting will leverage its risk and vulnerability assessments for the IEDSS solution.</p> <ul style="list-style-type: none"> In accordance with Clause 12 of the Contract, report related security incidents of which Deloitte Consulting becomes aware, that involve the IEDSS solution, as defined by the State security incident response plan. Updating the State's security incident response plan would be the responsibility of the State. Deloitte Consulting will provide assistance to the State with updating the security incident response plan by indicating relevant modifications/additions to the State's current plan. <p>In accordance with Clause 12 of the Contract, confirm that appropriate actions are taken if security violations occur.</p>
		<ul style="list-style-type: none"> Provide server administration support for builds and deployments Provide troubleshooting support for scripts to move application and database packages (including loading reference data) using Rational CLM to build and deploy components 	<ul style="list-style-type: none"> Maintain the configuration management process Maintain configuration of solution components Develop and execute scripts to migrate application and database packages (including loading of reference data) using Rational CLM to build and deploy components Execute scripts to migrate application and database packages using Rational CLM to build and deploy components Include RoboHelp content in build
Configuration management (including build, deploy)	Quality Management	<ul style="list-style-type: none"> Review work plan updates and approve changes where needed 	<ul style="list-style-type: none"> Maintain adherence to quality process and identify improvement areas Review artifacts for adherence to project standards and quality expectations <p>Monitor compliance with project management processes</p>

Category	Item	State Responsibility	Deloitte Responsibility
Project Management	Communication Management	<ul style="list-style-type: none"> Identify and communicate relevant topics to project teams and stakeholders 	<ul style="list-style-type: none"> Identify and manage internal and external circumstances that impact project timelines and quality through project management controls including risk, issue, schedule and communication management
	Staff Management	<ul style="list-style-type: none"> Review and approve changes to Key Personnel Manage State project team members and other vendors 	<ul style="list-style-type: none"> Establish Deloitte's organizational structure outlining lines of communication and reporting procedures Plan for smooth transition between Deloitte staff and prevent knowledge loss and project delays by managing staff management onboarding, offboarding, training and transition Communicate information as appropriate across Deloitte team Manage Deloitte staff performance and development
	General Management	<ul style="list-style-type: none"> Approve the changes to integrated project plan Participate in resolving risk and issues 	<ul style="list-style-type: none"> Maintain Project Management Plan (PMP) Develop and maintain integrated project plan Drive team to adhere to baseline work plan Monitor and manage risks and issues to the plan
	Coordinate CCB process	<ul style="list-style-type: none"> Participate in all Change Control Board Meetings. Confirm the need for each CR presented at CCB Approve CRs for impact analysis and estimation Approve release recommendations for each CR Provide high level requirements of the CR to facilitate impact analysis and estimation process 	<p>Administration of CCB process which includes:</p> <ul style="list-style-type: none"> Generate reports from PMC and bring in new CRs for analysis activity approval Create CCB agenda Conduct Impact Analysis and estimations and present in CCB Recommend potential release schedule for each CR considering timelines and scope Scope management for major/minor releases Maintain and manage CR lifecycle in Project Management Center (PMC)
Change Control Board (CCB) Management	Create, maintain and execute batch Schedule	<ul style="list-style-type: none"> Review and approve batch schedule changes Facilitate communication and changes related to batch cycle, 	<p>The following activities will be performed by Batch team</p> <ul style="list-style-type: none"> Create and maintain Batch Schedule <ul style="list-style-type: none"> Create annual batch calendar Setup batch schedule Update batch schedule based on maintenance and operations changes

Category	Item	State Responsibility	Deloitte Responsibility
		<p>schedule and files transfers with partners</p> <ul style="list-style-type: none"> Facilitate communication of other agencies maintenance activities Review and resolve batch related business exceptions Review and approve exceptions for any critical batch job failures 	<ul style="list-style-type: none"> Lead and manage IEDSS batch coordination across partners (Biztalk, IOT, CDMS, Bacompt, DXC, SSDW, EBT, SSA etc....) <ul style="list-style-type: none"> Communicate and confirm with partners on batch files (incoming and outgoing) Coordinate and resolve batch files related issues (delays and corruption) Coordinate with partners (Biztalk) to enable/disable ports Execute release deployment activities Maintain batch tracker, schedule Visio, CA7 schedule master and communicate to partners Lead and manage batch cycle execution with IOT <ul style="list-style-type: none"> Communication with IOT on batch execution Resolve batch failures, triage and log incidents Coordination with functional teams to resolve issues Monitor batch execution cycle Manage batch cycle to accommodate batch cycle (data fix and Stop&Go) Communicate exception results to DFR and functional teams Monitor batch execution <ul style="list-style-type: none"> Forecasting and verification batch schedule Execute special request for inclusion/exclusion of jobs in batch cycle Communicate, coordinate and adjust batch cycle for any planned/unplanned outages Escalate issues based on severity of the batch job <ul style="list-style-type: none"> For critical jobs, contact the State when the job fails and cannot be recovered. If the job can be recovered, include in daily summary. Provide a daily summary of batch cycle executive, which includes a list of issues

Category	Item	State Responsibility	Deloitte Responsibility
			<ul style="list-style-type: none"> • Lead and manage special batch execution cycles (COLA, FPIL updates) <ul style="list-style-type: none"> ◦ Coordinate special batch cycles schedule ◦ Execute special batch cycle ◦ Coordinate and communicate with DFR and functional teams on batch exceptions • Setup, manage batch environments and execution <ul style="list-style-type: none"> ◦ Execute, resolve, and report PMD errors in the monthly run • Setup CA7 and Juicebox on each environment that needs batch capabilities <ul style="list-style-type: none"> ◦ Production environment utilizes CA7 schedule to execute batch cycle. ◦ Non-Production environments utilizes both CA7 and Juicebox (ad hoc runs) to execute batch cycle.
Batch Management	Test and execute annual special Mass Changes	<ul style="list-style-type: none"> • Review results and provide approval for execution in Production 	<p>The following activities will be performed for special annual batch cycle</p> <ul style="list-style-type: none"> • Create dry run plan in a Production like environment • Execute all batch jobs needed in a specific order (like Production) for the special annual Mass Changes (COLA, FPIL updates) • Analyse results and identify corrective data fix and defects (as needed) • Share results with state and attain approval • Schedule data fixes and defects in release prior to scheduled Production run • Execute special Mass Change related jobs in Production. <ul style="list-style-type: none"> ◦ Share results with DFR
Mass Change	Monitor infrastructure and application	<ul style="list-style-type: none"> • Renew licenses for the monitoring tools like Splunk and provide configuration support. • Monitor network, load balancing, appliances, Operating System, 	<ul style="list-style-type: none"> • Configure automated notifications and alerts, consisting of emails, to monitor application outages and threshold violations • Maintain SPLUNK dashboards and reports for application availability, Page/Transaction response times, SLA dashboards and application exceptions

Category	Item	State Responsibility	Deloitte Responsibility
		<ul style="list-style-type: none"> and any other hardware infrastructure including VMware Upgrade infrastructure Monitoring tools like SCOM Resolve any hardware and network issues that are identified as the part of production monitoring 	<ul style="list-style-type: none"> Monitor Splunk dashboards: <ul style="list-style-type: none"> Transaction response Time Concurrent users on JVM Thread counts on JVM JVM Heap memory Response time Concurrent users Unique login users Peak users Application availability Cases processed Wrap-up eligibility submissions Total and average transactions on monthly, weekly and daily basis Peak number of transactions in a month Peak number of users on a day Create incidents/defects for any issues identified as part of monitoring
Production Monitoring	Database	<ul style="list-style-type: none"> Maintain/upgrade/patch the Oracle Grid/Cloud controls Monitor the health of Exadata appliance, Golden Gate, database backups, recovery, database instance and database storage 	<ul style="list-style-type: none"> Monitor Database performance using Oracle Grid/Cloud control Monitoring AWR for increase in number of SQL executions, SQL elapsed time, SQL rows processed, SQL CPU used, SQL I/O used Analyze ADDM for Oracle recommendations for DB tuning. Monitor Database/schema/tablespace/datafile growth and work with IOT and DFR for any DB storage concerns Create incidents/defects identified as part of monitoring
	Infrastructure and Middleware	<ul style="list-style-type: none"> Maintain the hardware and network infrastructure required for IEDSS Apply the required patches for Operating System 	<ul style="list-style-type: none"> Collaborate with IOT during the process of making changes to the server configuration Collaborate with IOT to troubleshoot infrastructure related issues Provide support to the State to update IEDSS server certificates

Category	Item	State Responsibility	Deloitte Responsibility
		<ul style="list-style-type: none"> • Provide recommendation on the middleware patches and upgrades • Renew middleware licenses • Provide user and access management to IEDSS staff • Maintain IEDSS proxies, proxy certificates and server certificates • Maintain hot/cold storages for Application log retention • Provide support to access protected zone resources through Citrix • Maintenance of e-mail and messaging servers and accounts • Monitor and maintain State's IAM solution and underlying infrastructure • All third-party software maintenance previously procured through Deloitte Consulting will be renewed through other State procurement vehicles and not through Deloitte Consulting. 	<ul style="list-style-type: none"> • Facilitate regular meetings with the State to identify the upcoming infrastructure impacting system availability • Facilitate meeting with State to discuss the middleware patches and upgrades • Facilitate meeting with State to discuss the capacity planning • Troubleshoot and create incidents/defects for application slowness, application issue pertaining to infrastructure and build failures • Perform regular update to SAP address validation package • Maintain and configure State provisioned email accounts on Deloitte-provided workstations • Provide recommendation to support State's IAM solution • Deloitte will work closely with the State to review the hardware and software inventory on a quarterly basis and identify the potential patches and upgrades which will be implemented per the process defined in the section Design, Development, and Implementation of Modifications and Enhancements (Section 5.0)
Maintenance and Administration	Database	<ul style="list-style-type: none"> • Maintain all databases instances, Golden gate, Oracle OEM/Cloud control and Exadata appliances for IEDSS • Apply the Quarterly Oracle patches to the Exadata appliance and the Oracle instance • Provide support for production user and access management 	<ul style="list-style-type: none"> • Provide recommendation for the Quarterly Oracle patches and coordinate with the teams for the appropriate maintenance window • Provide recommendation to IOT about DB initialization parameters, Storage (Tablespace and Datafiles), Jobs, Automated maintenance tasks and Database Resource manager • Provision and manage the access management (IAM) to Non-Prod Databases for Deloitte and also to external agencies individuals

Category	Item	State Responsibility	Deloitte Responsibility
		<ul style="list-style-type: none"> Maintain all database backups, tablespaces and data files 	
	Configuration	<ul style="list-style-type: none"> Provide infrastructure support during builds and deployment Maintain the Rational CLM(JAZZ) products Provide support for license assignment for users Perform all system patches and upgrades for the Rational CLM products Perform all backup and restore of Rational CLM based code and configuration repositories 	<ul style="list-style-type: none"> Provide support for production user and access management Configure project specific settings for the Rational CLM products that support requirements management, change management, defect management source control, application build automation and testing Review and maintain the role-based access control matrix in coordination with the State Support build and configuration changes for environments to support project plan and SDLC process Manage and support the current DevOps process ensuring continuous delivery to all major, minor, expedited and emergency releases Support and perform environment transitions as per schedule Review code snapshots for every minor release Perform validations of DB, Mule and Worker Portal after Production build Administer Cognos reports and work with IOT to resolve any issues Integrate Defect work item lifecycle in RTC with automated build schedule Develop and execute scripts to migrate application and database packages (including loading of reference data) using Rational CLM to build and deploy components Execute scripts to migrate application and database packages using Rational CLM to build and deploy components Maintain field-level online help
	Architecture	<ul style="list-style-type: none"> Support queries from Deloitte team identified during the defect analysis 	<ul style="list-style-type: none"> Maintaining and administer Data Archival job which copies archived data from Production database to Operational datastore database

Category	Item	State Responsibility	Deloitte Responsibility
			<ul style="list-style-type: none"> Supporting utility tools such as ToolsApp, JuiceBox and Casecopy tool to support the incident/defect resolution process, batch execution in non-production environments, environment and database URLs etc. Analyze and support IEDSS framework component issues
	Hardware and Software management for Deloitte project team resources	<ul style="list-style-type: none"> Support all Rational CLM software installed on the Deloitte team's machine Support all IOT Help Desk software installed on the Deloitte team's machine to support IEDSS solution operations 	<ul style="list-style-type: none"> Define and maintain IEDSS desktop hardware standardization and specifications for Deloitte team Setup and configure desktop applications and software packages to support IEDSS daily operations
	Hardware and Software management for State resource	<ul style="list-style-type: none"> Provision, install and maintain all hardware and software for Production end-user Desktops 	<ul style="list-style-type: none"> Provide OS, memory, CPU and development tools, browser version recommendations and requirements to the State for IEDSS solution's UAT Tester's Desktops
	Staff Onboarding/Offboarding	<ul style="list-style-type: none"> Create State accounts for Deloitte Consulting staff during onboarding. Remove State accounts for Deloitte Consulting staff during off boarding. 	<ul style="list-style-type: none"> Deloitte will provide typical desktop, project management and necessary test software for all Deloitte staff during onboarding. Deloitte will collect desktop from all Deloitte staff during off boarding Deloitte will coordinate with the State on requests for granting and revoking access to State systems, including notification within one business day of staff leaving the project
	Monthly Vulnerability Scans and Security Management	<ul style="list-style-type: none"> Support the secure code review and application vulnerability scanning by having a State representative review the Vulnerability Test plans, coordinate as needed with IOT Review results of monthly vulnerability scans (Static and Dynamic Scan) of the Worker Portal application 	<ul style="list-style-type: none"> In one (1) non-production environment determined jointly by Deloitte security team and Deloitte infrastructure team, on monthly basis Deloitte will scan and analyze the scan results for following: <ul style="list-style-type: none"> Dynamic application security testing (DAST) using HP WebInspect or mutually agreed upon tool Static application security testing (SAST) using HP Fortify Static Code Analyzer or mutually agreed upon tool

Category	Item	State Responsibility	Deloitte Responsibility
		<ul style="list-style-type: none"> Review remediation plans associated with application vulnerabilities identified during testing Approve the Application Vulnerability Assessment Report Conduct vulnerability scanning of the IEDSS enterprise infrastructure components including servers using the selected scanning tool and provide the results from the automated scan to Deloitte for manual analysis 	<ul style="list-style-type: none"> On monthly basis, Deloitte will analyze the results of infrastructure scan. Manually analyze the raw results obtained after completion of scan to identify and exclude false positives Risk rank each vulnerability and present mitigation strategies to address each of the vulnerabilities Create defects in the defect tracking tool for vulnerabilities identified in DAST and SAST scan. This will include: <ul style="list-style-type: none"> Determine the severity of vulnerability, recommend resolutions for remediating the vulnerability and assigning to appropriate owner for remediation As required, coordinate with Indiana Office of Technology for the infrastructure vulnerabilities, owned by State, that may impact the application functionality Manage defects associated with application vulnerabilities according to the defect management process Develop and present the plan to the State for prioritizing and mitigating the vulnerability issues identified in the scan Develop a vulnerability scan report for SAST and DAST that includes the vulnerabilities identified and risk severity. The report includes the month-to-month comparison and aging of vulnerabilities Provide bi-weekly updates on the progress of the remediation efforts
Security Management	Security Information and Event Management (SIEM) Implementation (QRadar monitoring)	<ul style="list-style-type: none"> Procure IBM QRadar appliances (two XX29s with 2500 EPS license per appliance; one appliance per data center) to replace those that have reached End of Life 	<ul style="list-style-type: none"> Deloitte will provide 1 (one) full time QRADAR specialist and an appropriate backup to configure and support the QRADAR installation until end of this SOW Maintain 1 (one) QRadar appliances in the primary data center in Indianapolis, Indiana to monitor: Production environment:

Category	Item	State Responsibility	Deloitte Responsibility
		<ul style="list-style-type: none"> As required, renew QRadar software licenses and IBM support contracts Install (rack, stack, power) one QRadar replacement appliance in each of the primary data center in Indianapolis and the Secondary data center in Bloomington, IN. Provide network details to facilitate configuration of the QRadar appliances and IBM's Integrated Management Modules (out-of-band management) Provide operation system level support as required for the integration of QRadar with IEDSS Attend requirements and design sessions to provide input Provide input into the deployment plan for QRadar Provide testing support for QRadar as required Assist with the escalation and/or investigation of alerts as needed Enable native logging capabilities for all IEDSS enterprise infrastructure components including servers, network devices, including, but not limited to DNS, LDAP, IDS/IPS, firewalls, routers and switches Configure State-approved SIEM solution to support the 	<ul style="list-style-type: none"> 1 (one) worker portal application 3 (three) supporting Oracle databases Selected non-production environment: <ul style="list-style-type: none"> 7 (seven) worker portal applications 4 (four) supporting Oracle databases Maintain 1 (one) QRadar appliances in the secondary data center in Bloomington, Indiana to monitor: non-production environment: <ul style="list-style-type: none"> 1 (one) worker portal application 2 (two) supporting Oracle databases NOTE1: In the event of a localized hardware, network, or other failure impacting the primary QRadar appliance, the secondary appliance will be manually configured to take over monitoring of the primary data center environments and sources (enumerated above) NOTE2: In the event of a site-wide disaster at the primary data center, the secondary QRadar appliance will be manually configured to monitor the DR equivalent environments and sources at the secondary data center Configuration of the secondary QRadar appliance in the secondary data center will be equivalent of a warm site (e.g. secondary appliance is powered and networked) Maintain and operate the QRadar for the worker portal Monitor production and non-production alerts (worker portal application and supporting Oracle databases) for alerts generated during business hours (8 AM to 6 PM) on weekdays Perform after hours and long weekend SIEM support and triage as needed if severe alerts (to be pre-determined jointly by the State and Deloitte) are generated

Category	Item	State Responsibility	Deloitte Responsibility
		<p>infrastructure security monitoring for all IEDSS enterprise infrastructure components including servers, network devices</p> <ul style="list-style-type: none"> • Configure State-approved SIEM solution to support the application security monitoring of system components outside the scope of the worker portal (e.g., benefits portal etc.) • Assist with the escalation and/or investigation of alerts as needed 	<ul style="list-style-type: none"> ○ Non-severe alerts received after hours (non-business hours, weekends, or holidays) will be triaged on the next business day • Monitoring may be performed on Extended Holiday Weekends (extent to be jointly determined and approved by the State and Deloitte at minimum 3 weeks prior to Holiday weekend) • Provide first-level triaging of alerts, escalating to the designated State and/or vendor resources for investigation and resolution • Alerts that are considered severe (to be jointly designated by the State and Deloitte prior to go-live) will be sent to the Deloitte Security Team and Deloitte staff on-call to facilitate immediate triage of alerts occurring outside of business hours. Deloitte will provide first-level triaging of alerts, escalating to the designated State and/or vendor resources for investigation and resolution • Maintenance includes <ul style="list-style-type: none"> ○ Applying QRadar patches and software updates ○ As required, assisting State/Agency in renewing QRadar software licenses and IBM support contracts ○ As required, during installation of replacement application, coordinate with IOT for managing the appliance installation (rack, stack, power) ○ As required, keeping the configuration of QRadar appliance up to date with changes in worker portal application and supporting Oracle databases to support monitoring ○ During the upgrade to the new appliances, replicate the existing configuration parameters, log sources, searches, reports, and rules on the upgraded appliances as needed • Provide consultative services with respect to alert and report design as constrained by one QRadar FTE through end of this contract

Category	Item	State Responsibility	Deloitte Responsibility
	Security Artifact Documentation	<ul style="list-style-type: none"> • Provide secure repository to store and maintain the security documentation (e.g., SharePoint Site) • Report security control gaps for those applicable system components outside the scope of the worker portal to the Deloitte Security Officer by providing supporting documentation so that the CMS security artifacts can be updated accordingly • Report remediation progress of security control gaps for those applicable system components outside the scope of the worker portal to the Deloitte Security Officer by providing supporting documentation so that the CMS security artifacts can be updated accordingly • Create/Update documentation for business continuity and disaster recovery plans as required by both State and CMS • Participate in interviews and meetings to provide information needed to update the existing CMS security artifacts • Attend security documentation update walkthrough • Sign off on the Security documentation updates • Keep the other related documents and artifacts, including the Corrective Action 	<ul style="list-style-type: none"> • Coordinate with the DFR Privacy & Security Team to keep the following CMS MARS-E V2.0 and IRS 1075 (dated Sep 2016) Authority to Connect (ATC) documents current: <ul style="list-style-type: none"> ◦ Quarterly updates to Plan of Action & Milestones (POAM) ◦ Annual updates to System Security Plan (SSP) ◦ Annual updates to Information Security Risk Assessment (ISRA) ◦ Annual updates to Safeguard Security Report (SSR) ◦ Annual updates to CMS MARS-E Annual Self-Assessment (Annual Security Attestation) Report • Coordinate with State and vendor teams responsible to manage the systems within the CMS authorization boundary (as defined within the SSP) to gather information required to update the above ATC documents and as required, supporting evidence to substantiate the information • Participate as necessary and appropriate with third-party privacy and security assessments, IRS reviews, and SSA reviews, and with the State's annual preparation of the Privacy Impact Assessment • Participate in security documentation update walkthroughs • Participate in interviews and meetings to provide information needed to update the business continuity and disaster recovery plans • Obtain sign-off on security documentation updates

Category	Item	State Responsibility	Deloitte Responsibility
		Plan, Privacy Impact Assessment, Social Security Administration Security Design Plan, and CMS Agreements current and up to date <ul style="list-style-type: none"> Submit security artifacts to regulatory bodies (e.g. CMS, IRS, SSA) 	
	IEDSS Security Awareness Training	<ul style="list-style-type: none"> Review and provide feedback on security awareness training documentation 	<ul style="list-style-type: none"> Develop security awareness training documentation for the IEDSS solution Update the security awareness training documentation to comply with Health Insurance Portability and Accountability Act (HIPAA), Centers for Medicare & Medicaid Services (CMS) standards and regulations, and the handling of Federal Tax Information (FTI) data Confirm appropriate information security awareness training is included in training plans and communicated to internal IEDSS solution users (Deloitte Consulting, and IEDSS subcontractors), administrators, and where appropriate third-party individuals
	Defect Prioritization	<ul style="list-style-type: none"> Provide approval defects to be added/removed to a release 	<ul style="list-style-type: none"> Lead Defect Triage Meetings (DTM) Lead the Release defect scope creation with DFR Create plan for all teams to define schedule for defect prioritization discussion with DFR
Release management	Release and deployment planning	<ul style="list-style-type: none"> Provide approval for Release Calendar Provide approval for release scope for number of defects to be included in a release Provide approval for release notes Provide approval for release deployment plan 	<ul style="list-style-type: none"> Create Release Calendar with dates for charted releases to provide clarity and consistency across teams Communicate Release Calendar (post approval) to all partners Define Release structure, phases, timelines and guidance for each release (Major, Minor, Patch) Create initial release scope for number of defects to be included in a release based on severity and capacity Create and publish release notes

Category	Item	State Responsibility	Deloitte Responsibility
			<ul style="list-style-type: none"> • Create and publish release deployment plan • Moderate release deployment activities • Create CMRs and coordinate release planning effort with IOT • Monitor outstanding defects for release closure • Create environment planning chart for upcoming release work and production support • Participate in the Prioritization and Change Process meetings as mutually agreed upon • Record defects in the Rational Team Concert system • Create release phase structure (Dev/SIT/UAT) • Build coordination for SIT, UAT, Pre_PROD builds • Create CMRs and coordinate release effort with IOT
	Coordination with other vendors (CDMS, BizTalk, etc.)	<ul style="list-style-type: none"> • Review plan, provide guidance for defect resolutions 	<ul style="list-style-type: none"> • Lead and coordinate defects with other vendors (CDMS, BizTalk and other agencies)
	Environment Management	<ul style="list-style-type: none"> • Review and highlight any concerns that appears in the environment management plan 	<ul style="list-style-type: none"> • Coordinate with other vendors to define and scope environment needs (timelines and configuration of environments) for each release • Create environment need for each planned and potentially unplanned releases, COLA activities • Create a base environment plan on a yearly basis with all partners based on release structure, timing and attain consensus and review environment changes on a monthly basis (any additional changes to be discussed on need basis) <ul style="list-style-type: none"> ◦ Coordinate environment needs for all teams ◦ Create and maintain environment tracker ◦ Create and maintain environment transition plan (between releases) ◦ Review the environment plan on a monthly basis • Lead environment meetings with stakeholders (closer to release) to resolve any new need or dependencies <p>Communicate environment plan and changes with all teams</p>

Category	Item	State Responsibility	Deloitte Responsibility
	SLA Compliance	Perform the required due diligence to ensure that the response time is not impacted due to any infrastructure related issues	<ul style="list-style-type: none"> Continue to monitor existing SLAs for compliance, take actions to address gaps and produce reports.
SLA compliance (see Exhibit 2 for additional details, including monthly cadence associated with each SLA)	Data Integrity Report	Review data integrity report and assist in resolving business exceptions	<ul style="list-style-type: none"> Monitor data integrity report for business and technical exceptions. Access impact to Production system and prioritize resolution via data fixes and defects. Initiate data fix or defect management processes for discrepancies
Data Integrity	Coordinate and plan Production activities	<ul style="list-style-type: none"> Facilitate federal agencies/partner communication for updates (COLA, FPIL) Participate in End to End testing meetings Review and approve results (as applicable)	<ul style="list-style-type: none"> Assist DFR in coordination with agencies for relevant COLA updates Communicate batch or Mass Change updates to DFR or relevant vendors, wherever applicable.
Vendor / other system coordination		Support capacity modelling and planning by providing resources to support modelling inputs	<ul style="list-style-type: none"> Conduct a quarterly capacity modelling and planning sessions with the State, to confirm that adequate infrastructure resources are in place
Capacity Planning	Server: <ul style="list-style-type: none"> Maintain hardware of Windows Servers (Rack, power, server) Maintain hardware of SAN and NAS devices 	<ul style="list-style-type: none"> Support and maintain rack, power couplings and servers for IEDSS solution Perform all hardware maintenance and servicing of physical and virtual machines to support IEDSS solution Setup for Disaster Recovery 	<ul style="list-style-type: none"> Provide recommended configuration in terms of CPU, Memory and disk space for servers used to support IEDSS solution
Hardware Maintenance	WAN	Maintain of WAN requirements (includes security for all infrastructure components listed in this column)	<ul style="list-style-type: none"> Provide recommendations for key WAN components to support IEDSS solution's high availability requirements

Category	Item	State Responsibility	Deloitte Responsibility
		including WAN, LAN, VPN, firewall etc.) (Bandwidth, Routers, Internet POP) <ul style="list-style-type: none"> WAN Vendor selection WAN administration (usage, IP domain) 	
Network Maintenance	LAN	<ul style="list-style-type: none"> Identification of LAN requirements LAN device installation (routers) IP address assignment Domain Setup 	<ul style="list-style-type: none"> Provide a list of recommended IP and DNS entries to support availability requirements and network administration for IEDSS solution
	VPN	<ul style="list-style-type: none"> Maintain, configure and support of a VPN device to allow external access via the Internet (Hardware, Network Connection) 	<ul style="list-style-type: none"> Maintain, configure and support VPN clients only for Deloitte workstations
	FireWall	<ul style="list-style-type: none"> Configuration and maintenance of Firewalls 	<ul style="list-style-type: none"> Support queries as a result of port scanning activity performed by the State and provide requested details related to ports for the IEDSS solution
	DNS	<ul style="list-style-type: none"> Configuration and maintenance of DNS servers 	<ul style="list-style-type: none"> Provide a list of recommended IP and DNS entries to support availability requirements and ease of network administration for IEDSS solution
	Network Monitoring	<ul style="list-style-type: none"> Configuration and maintenance of Network monitoring agents 	<ul style="list-style-type: none"> Provide recommendations for monitoring network between specific servers as part of infrastructure issue troubleshooting efforts with the State
	Documentation maintenance	<ul style="list-style-type: none"> Review and approve operations documentation 	<ul style="list-style-type: none"> Maintain and update IEDSS solution Operational Documentation (including Incident Management Plan) as key operational functions change and evolve
Operations Documentation		<ul style="list-style-type: none"> Communication ownership for applicable federal agencies Any emergency patches that will impact the IEDSS application uptime Immediate notification on an unplanned outage 	<ul style="list-style-type: none"> Coordinate with IOT to provide specific application administration requirements and operating parameters for non- production and production environments Facilitate meetings with IOT to discuss the upcoming upgrades related to IEDSS COTS products and software to help the State plan and prioritize System Software upgrades which consist of OS, network, storage and database specific configuration changes and OS services configuration

Category	Item	State Responsibility	Deloitte Responsibility
		<ul style="list-style-type: none"> • Inform Deloitte on any vendor outages that will have direct impact on IEDSS services and operations • IOT maintenance window on the weekends 	<ul style="list-style-type: none"> • Provide review support to IOT in performing impact analysis for critical changes to network, load balancing, hardware, security appliances and Operating System changes. • Work with IOT to configure automated notifications and alerts through state licensed Splunk, consisting of emails, to monitor outages and threshold violations for Operation System Services that are used to run IEDSS COTS products • Perform preliminary impact analysis on system software upgrades and IEDSS COTS products to help the State plan and prioritize System Software upgrades which consist of OS, network, storage and database specific configuration changes and OS services configuration • Provide review support to IOT in performing impact analysis for critical changes to network, load balancing, hardware, security appliances and Operating System changes. • Work with IOT to configure automated notifications and alerts, consisting of emails, to monitor outages and threshold violations for Operation System Services that are used to run IEDSS COTS products • Configure and use IBM Tivoli Composite Application Manager for monitoring WebSphere
IOT Coordination	Coordinate, plan and execute upgrades	<ul style="list-style-type: none"> • Facilitate coordination and communication regarding defects, changes, incidents, software upgrades with Federal agencies and other interface partners that may affect the agencies • Participate in End to End meetings, review and prioritize efforts • Manage vendor responsibilities and performance 	<ul style="list-style-type: none"> • Assist DFR in coordinating with agencies for relevant defect fixes and changes to IEDSS. • Assist DFR in planning any defects or testing requirements at IEDSS that originate from the vendor due a to a defect/incident at their end. • Coordinate end to end testing for operational activities

4.2 Fixed Capacity Activities

The following activities will be performed, subject to the State's prioritization of work activities within the fixed capacity of resources specified in section 10.0 Staffing Model:

Table 4.2.1 Fixed Capacity Responsibilities

Category	Activity	State Responsibility	Deloitte Responsibility
Incident Management (Tier 2 and Tier 3)	Incident Management	<ul style="list-style-type: none"> Review and provide severity/priority for incoming incidents. Review and provide policy clarifications and decisions required to resolve incoming incidents. Facilitate decisions from other vendors/agencies Communicate production issues (from the field) to the IEDSS Triage team per the incident reporting process Participate in production issue resolution meetings to provide input into prioritization and incident resolution efforts per the procedures defined in the IEDSS Operations Documentation Perform Initial Analysis, which consists of the following activities as applicable a) Identifying the impact on the reported case by contacting field workers for additional clarifications if necessary b) Grouping of Incidents with other Incidents which have been reported on the same issue c) Identifying the severity of the reported Incident and d) Assigning Incidents to the responsible team (IEDSS or non-IEDSS) Review incoming incidents with State SMEs for policy clarifications and decisions 	<ul style="list-style-type: none"> Adhere to processes outlined in Incident Management Plan Staff resources to support the high, medium and low severity incidents prioritized by the State within available resources during business hours (refer to section 12.2), consisting of: <ul style="list-style-type: none"> Resolve incidents based on agreed upon priority and/or trend analysis Document incident resolution and category (defect, data fix, change request, etc.) in State Help Desk tool Perform root cause analysis of incidents Respond to questions raised by SEMs Respond to incidents escalated by SEMs as part of command center and/or DFR leadership If a previously resolved incident is reopened, review and resolve the incident based on updated information Assign/update severity, problem area and program to clearly identify the impact of issue Update severity based on DFR's recommendation Cross check the reported incident with Requirements, design and any exiting IBPs (as applicable). Validate and confirm functionality works/does not work per approved design

Category	Activity	State Responsibility	Deloitte Responsibility
		<ul style="list-style-type: none"> Evaluate severity and priority of the incidents Analyze incident trends Share incident trends and clarifications to State Help Desk team as needed If applicable, cancel the ticket and select the appropriate cancellation Synchronize data between State Help Desk Tool and RTC data according to established processes Create Interim Business Processes if necessary 	<ul style="list-style-type: none"> Root cause identification by reproducing the issue or active code/DB debugging and analysing logs Identify fix type to resolve the issue Create defect after gathering complete details Create data fix SQL to resolve the issue Capture data fix results Validate if 'Data Fix' resolves the issue Identify and associate incidents to defect, CR, SR or working as designed (as applicable) Status sync, resolution steps and Release notes documentation between RTC and Netfor Provide detailed steps to worker to resolve the issue and clarify system design Cancel the incident and select the appropriate cancellation reason defined in RTC (as applicable) Respond to incidents escalated by SEMs and/or DFR leadership If a previously resolved incident is reopened, review and resolve the incident based on updated information Provide support for Interim Business Processes development upon request
	Triage	<ul style="list-style-type: none"> Provide guidance on any questions that the Deloitte team might have for resolving the defect. Communicating interim fixes to the downstream users Provide guidance for writing Interim Business Processes (IBPs) 	<ul style="list-style-type: none"> Adhere to processes outlined in the Master Test Plan Work, in descending order, of defect severity (high, medium and low) assigned through the Rational Team Concert system. Change requests that are not part of the hours allocated for major releases may be prioritized above defect/data fixes based on mutual agreement.

Category	Activity	State Responsibility	Deloitte Responsibility
			<ul style="list-style-type: none"> • Contact Super Users for further clarification of the defect, and/or assigning to the appropriate Deloitte Consulting resource • Validate the defect is caused due to a CR changes • Impact analysis • Propose interim business processes where applicable, including steps to be performed by DFR and/or Deloitte Consulting. An Interim Business Process (IBP) will be documented only when deemed necessary by the business and meets the following criteria: <ul style="list-style-type: none"> ◦ The defect impacts a large volume of cases ◦ The defect fix is not scheduled in the near term <p>Specific steps can be identified for the field</p>
Defect Management	Defect Triage Meeting	<ul style="list-style-type: none"> • Prioritize efforts towards defect fixing to aid release defect scope finalization • Approve IBPs and suggest modifications to them based on field/business knowledge 	<ul style="list-style-type: none"> • Conduct meetings for scheduling defects into releases and discuss the impact to the field • Maintain the dashboard in RTC for releases through the Term of the SOW <ul style="list-style-type: none"> ◦ Discuss patch defects or patch schedules based on urgency and criticality.
	Fix Defect	<ul style="list-style-type: none"> • Review progress and escalate concerns, if any. Provide clarifications for any questions the Deloitte team might have during the fixing of the defects. 	<ul style="list-style-type: none"> • Maintain status on defects/data fix assigned to Deloitte Consulting in the Rational Team Concert system and their progress towards resolution. • Analyze defects for validity and return to testing if invalid • Perform Code Review, UT, attach UT results and merge code with CR stream. • Lead testing on defects for end to end functionality, wherever applicable. • DBA support for Database Change Request (DBCR)

Category	Activity	State Responsibility	Deloitte Responsibility
			<ul style="list-style-type: none"> ○ Conduct analysis if a Database change are required • Creation of database scripts by maintaining data integrity, naming convention and analyzing impact to application and performance.
	Test resolution	<ul style="list-style-type: none"> • Review test results for defects • Conduct UAT 	<ul style="list-style-type: none"> • SIT team tests defect functionality • Perform Regression test before every minor and major release • Smoke test build to SIT • Validate rejections • Flip the defects for ready for UAT validation. <ul style="list-style-type: none"> ○ Support all tracks and entities such as technical and security with ongoing system, integration, automated, regression, and other testing.
	Data Fix Analysis and Creation	<ul style="list-style-type: none"> • Approve creation of data-fix and initiation of the data-fix process. 	<ul style="list-style-type: none"> • Correct and test the resolution of each defect/data fix and work with other State staff and their designees or software vendor support specialists to implement the resolution and achieve closure using the procedures defined in the Updated Technical Architecture document. • Execute data fix to resolve production incidents • Discuss the issue and proposed solution via data fix • Analyze if data fix resolves the issue • Access data fix for dependencies within and across functional modules of the application • Access data fix for dependencies to other applications • Access data fix frequency and batch dependencies • Documentation sync up in RTC

Category	Activity	State Responsibility	Deloitte Responsibility
			<ul style="list-style-type: none"> Manage ad hoc and emergency data fix requirements based on real time batch updates
Data Fixes	DBA review for Data Fixes	<ul style="list-style-type: none"> Review and provide response to any questions that may arise from analyzing the data fix 	<ul style="list-style-type: none"> Analyze data fix are maintaining Data integrity and data auditing Validate the impact rows on production data Performance tuning of the SQL's part of the data fix
	Data Fix Approval	<ul style="list-style-type: none"> BSCs to recommend approval to DFR 	<ul style="list-style-type: none"> Present daily/weekly/monthly data fix schedule to DFR Provide necessary functional and cross functional details along with impact Provide additional details for larger ad hoc data fixes COLA, Adverse, Recur, COVID, ICV
	Data Fix Execution and Maintenance	DFR to review results and provide approval for execution.	<ul style="list-style-type: none"> Create data fix schedule in RTC Maintain traceability between data fix, incident and defect Monitoring for issues post data fix execution to close out recurring data fixes Monitor testing of data fixes and validate results in the application for correctness Document results in RTC Analyze data fix failure and access impact to resolve the failure Monitor for Data performance issues during execution
		<ul style="list-style-type: none"> Identify, prioritize, provide direction, and provide approval for ad hoc requests 	<ul style="list-style-type: none"> Create/Maintain ad-hoc data reports Create/Maintain ad-hoc operational processes based on State request
Ad hoc Operational Support		<ul style="list-style-type: none"> Create, maintain, and execute Disaster Recovery / Business Continuity Plan (DR/BCP) and infrastructure and network tests The state is responsible for server and network vulnerability scanning Assign appropriate staff to receive alerts and reports from QRadar 	<ul style="list-style-type: none"> Support the State, at the time of disaster, based on the State's direction and reprioritization of M&O staff for the following tasks: <ul style="list-style-type: none"> After the required IEDSS infrastructure has been recovered by the State at the DR site, support IOT in application start/stop

Category	Activity	State Responsibility	Deloitte Responsibility
			<p>procedures to bring up application, services and database schemas.</p> <ul style="list-style-type: none"> ○ Support the State in performing smoke tests and run application validation scripts ○ Communicate with the State regarding the application readiness status, when the IEDSS solution is available for production use. <ul style="list-style-type: none"> • DR/BCP: Maintain the IEDSS solution such that it is capable of recovery for production operational use within a six (6) hour period in the event of a disaster, assuming that the State and its partners pertinent to IEDSS infrastructure operations can accommodate the infrastructure requirements for accomplishing this target. This is accomplished by performing the following activities: <ul style="list-style-type: none"> ○ Support the State by maintaining the IOT DR checklist that includes the server lists for the IEDSS solution ○ Support the State in their performance of DR tests and maintenance of the BCP
Disaster Recovery / Business Continuity Support (if prioritized)		<ul style="list-style-type: none"> • Smoke test post deployment process Support Deloitte team during the production deployment 	<ul style="list-style-type: none"> • RTC (Jazz) maintenance and administration including user profile • Creating and maintaining work items, service request, DBCR, DataFix and Tasks templates in Jazz • Reviewing and maintaining environment specific properties pertaining to releases

Category	Activity	State Responsibility	Deloitte Responsibility
			<ul style="list-style-type: none"> • Monitor and review DBCR changes from configuration standpoint as part of Data fix process • Support, monitor and troubleshooting build and deployment activities on different env's per SDLC Maintain code merge/conflict identification report
Build and Deployments	Maintenance of decommissioned legacy system	•	<ul style="list-style-type: none"> • Support IOT efforts with regression testing to validate ICES Archival portal in case of upgrades, patches or regular maintenance • Provide technical resource to support business needs including: <ul style="list-style-type: none"> o Any issues are identified with the ICES Archival portal functionality o Any queries needs to be created and run against archiving database that are not available to pre-built dashboards • Maintain necessary user access • Maintain security compliance

5.0 Design, Development, and Implementation of Enhancements

5.1 Enhancements

The IEDSS solution may be enhanced through the management of change requests through the change control process, described in the Project Management Plan.

Enhancements include:

- Changes to features and functionality, as compared to approved system documentation
- Addition of new features and functionality
- New services requested that are not part of the services scope defined in this SOW

These changes, additions, and services may be in response to a business need or to accommodate upgrades, patches, or other changes to the IEDSS infrastructure and supporting COTS products.

5.2 Approach

Enhancement scope includes the effort associated with design, development, unit testing, SIT and SIT support, integration testing, end to end testing, regression testing, UAT support, configuration management, environment management, update field level help, performance testing, security compliance, and production testing, as applicable. The order of magnitude (OOM) and level of effort (LOE) estimates will include effort for those services and any other applicable services to deliver the release.

While the Deloitte Consulting is not responsible for creating solution usage training artifacts or delivering training content of this type, they will be expected to answer or clarify design or system questions that may arise as the State conducts training activities. Deloitte Consulting will provide clarity to the State's training team on change request impacts.

Security compliance effort includes effort to conduct impact analyses to ensure that security implications are considered, including functionality and compliance, as described below:

Security Functional Testing

- For each major release, security functional testing will be conducted in INT environment
- Create defects for test cases failed in the security functional testing:
 - Determine the severity of defect, recommend resolutions for remediating the defect and assigning to appropriate owner for remediation
- After remediation of defect, remediation will be inspected, and corresponding defects will be closed
- Develop a security functional testing report that includes the results of passed and failed test cases.

Application Vulnerability Assessment Report

- In one (1) non-production environment determined jointly by the Deloitte security team and the Deloitte infrastructure team, for any release where total scope is larger than 10,000 hours, Deloitte will scan and analyze the scan results for the following:
 - Dynamic application security testing (DAST) using HP WebInspect or mutually agreed upon tool

- Static application security testing (SAST) using HP Fortify Static Code Analyzer or mutually agreed upon tool
- Analyze raw results obtained after completion of scan to identify and exclude false positives
- Create defects for vulnerabilities identified in DAST and SAST scan:
 - Determine the severity of vulnerability, recommend resolutions for remediating the vulnerability and assigning to appropriate owner for remediation
- Manage defects associated with application vulnerabilities according to the defect management process
- Develop a vulnerability scan report for SAST and DAST that includes the vulnerabilities identified and risk severity.

5.3 Releases

A release is the method of organizing a set of enhancements and defect resolutions for their introduction into production IEDSS. The releases are comprised of Major and Minor. Major releases (e.g. Release 13) include major functional or technical changes to the IEDSS solution. Minor (e.g. Release 13.1) releases include minor functional or technical changes to the IEDSS solution and occur between major releases. Patch releases (e.g. Release 13.0.1) include defect resolutions that are needed more urgently than the next scheduled minor or major release. Scope for major releases moving forward will be reviewed, prioritized and approved through change control board meetings. The majority of scope of a major release will be defined no later than the release scope definition date, which is six (6) months prior to the release date. CRs identified at that point in time will define the scope of the release for the purposes of tracking completion towards the payment milestone. If additional hours remain after the scope has been defined, additional CRs may be prioritized and scheduled through agreement of the parties. For each major release, CRs prioritized for minor releases leading up to a major release will count towards the total hours allocated to that major release. Unallocated hours may not be carried forward to future releases.

For the purposes of this provision, the total available number of hours for each release shall be allocated to CRs initially based on the OOM estimates performed prior to the design phase and finally based on the LOE estimates performed after the approval of the design phase. OOM and LOE estimates will include effort associated with design, development, SIT, UAT support, configuration management, environment management, and performance testing, as applicable.

Following the approval of estimates, Deloitte Consulting shall be compensated the Fixed Fee for releases as detailed in Section 11 – Fees and Expenses for completing specified milestones. The scope of major releases will be defined through change control board meetings.

The following not-to-exceed hours are allocated to the following releases during the term of this SOW:

- Release 11: 1,500 hours of Production Support
- Release 12: 8,000 hours to complete the SDLC, including Production Support
- Release 13: 4,000 hours of SDLC effort, including Production Support
- Release 14, 4,000 hours of SDLC effort, including Production Support

Any adjustment to the not-to-exceed hours will be formalized through a change request which will include any required funding changes.

5.4 Production Support

Deloitte Consulting shall resolve all Covered Defects introduced as a result of the CRs in the major release that are identified commencing on the release date of the major release and continuing for a period of thirty (30) calendar days ("the Post-Go Live Covered Defect Identification Period"), and Deloitte Consulting will endeavor to do so within sixty (60) calendar days following the major release date. Section 5.5 of the SOW defines "Covered Defect." The OOM and LOE estimates for any CR scheduled for a major release will also include effort required for post-production support activities during the 60 days following the implementation. These post-production support activities include monitoring production activity related to the CR, as applicable, and the analysis, identification, and resolution of defects introduced as a result of the CR, as described in this paragraph. Deloitte Consulting will also work on Medium and Low severity defects introduced as a result of the CR based on the State's prioritization and available production support hours. At the completion of the sixty (60) calendar days following the major release, any remaining non-covered defects will be worked on subject to the State's prioritization of work activities within the fixed capacity of resources outlined in section 4.2 of the Contract.

5.5 Covered Defects

A "Covered Defect" means a Critical Defect or High Defect, as defined in section 12.3:

- a) (i) about which the State notified Deloitte Consulting in writing, or Deloitte Consulting otherwise identified itself, in each case as part of UAT, (ii) which were not resolved prior to the start of the Production Support Period, and which the State elects in writing prior to the start of the Production Support Period to have resolved as part of Production Support; or
- b) (i) about which the State notifies Deloitte Consulting in writing during the "Post-Go Live Covered Defect Identification Period" within twenty four (24) hours after such defect was identified by the State, and (ii) as part of such notification, describes the correct operation, provides Deloitte Consulting with reasonably adequate documentation and evidence to reproduce such failure, and, when necessary, demonstrates such failure to Deloitte Consulting so that the cause of such failure may be traced and corrected; provided that a Covered Defect does not include any Defect:
 - That is attributable to: (i) the State's misuse or modification of IEDSS solution (ii) the State's failure to use corrections or enhancements made available by Deloitte Consulting at no additional cost to the State; (iii) the State's use of the IEDSS solution in combination with any product other than those specified by Deloitte Consulting; (iv) the quality or integrity of data from other automated or manual systems with which the IEDSS solution interfaces; (v) hardware, systems software, telecommunications equipment or software not a part of the IEDSS solution which is inadequate to allow proper operation of the IEDSS solution or which is not operating in accordance with the manufacturer's specifications; or (vi) operation or utilization of the IEDSS solution in a manner not contemplated by the Agreement or this SOW. If any such exception applies, Deloitte Consulting shall notify the State, and the State shall compensate Deloitte Consulting for Deloitte Consulting's time (by prioritizing resources as part of fixed capacity work described in section 4.1, or at the rates set forth in Exhibit C1-Change Order Rates of the Contract) and reasonable, out-of-pocket expenses actually incurred in (a) determining the source of and analyzing such condition, and (b) to the extent approved by the State in advance, rendering consulting services to the State in remedying such condition.

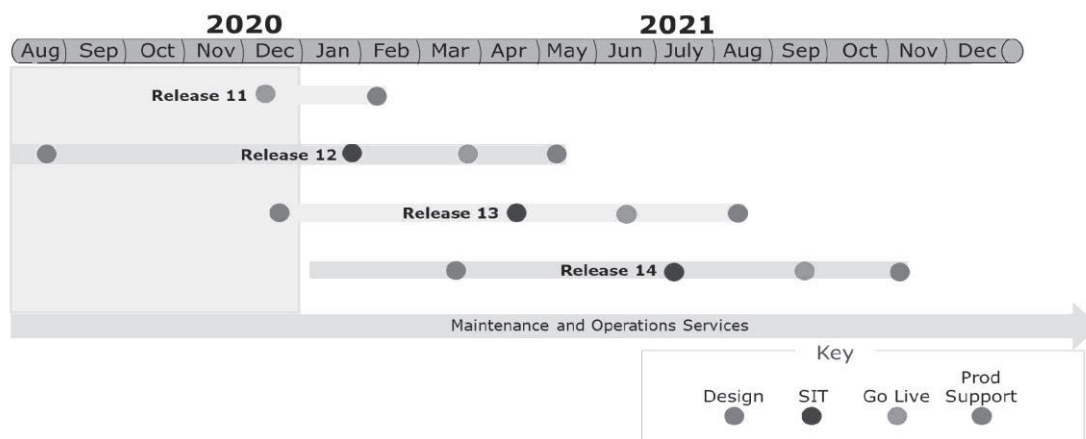
- In hardware or software that is supplied by a third party to the State. The terms and conditions of any warranty to State with respect to such hardware or software will be provided by the third-party vendor of such hardware or software. Deloitte Consulting bears no responsibility of any kind for such hardware or software and the State shall not look to Deloitte Consulting for any warranty for such products. Deloitte Consulting will help the State work with the third-party hardware and software vendors. For clarity, this exemption does not apply to any failure in Deloitte Consulting software Deliverables that results in a failure of any third-party component of the Stage 2 IEDSS Enterprise Solution.

The State and Deloitte Consulting will mutually agree in writing on the classification of Defects during the regular Defect triage meetings. In the event the parties cannot agree on a classification for a Defect, the decision shall be escalated to (a) in the case of Deloitte Consulting, its Project Manager, and (b) in the case of the State, its Business Lead and Executive Director.

5.6 Release Schedule

Figure 5.6.1 conveys the high-level timeline for the four major releases planned through December 2021:

Figure 5.6.1 Release Schedule



5.7 Additional Enhancements

For any additional enhancements, the State will request a Change Request as specified in Section 7.0 Change Orders to this SOW, and Deloitte Consulting shall be compensated based on each mutually agreed upon change request for the cost associated with the modification/enhancement. Change orders, enhancements and modifications beyond those included as part of the designated hours allocated to major releases will be billed based on the rates set out in Exhibit C-1 – Change Order Rates of the Contract.

6.0 Transition Support Services

All M&O and Enhancement services in support of IEDSS, as defined in this agreement, may be transitioned to another Contractor at end of this agreement's term via Indiana RFP 21-2234, hereafter labeled the "successor contractor". These services must be continued without interruption, and the Contractor must support the State and any successor contractor in transition efforts during the agreement term.

In addition to the requirements in Contract Clause 13 (Continuity of Services), the following end of Contract turnover requirements apply:

- Eight (8) months prior to the end of the base Contract period, the Contractor must develop implement a State-approved Turnover Plan covering the possible turnover of the IEDSS solution or operational activities to the State and successor contractor. Following State approval of the Turnover Plan, the Contractor can commence implementation of said plan. The Turnover Plan must be a comprehensive document detailing the proposed schedule and activities associated with the turnover tasks. The plan shall describe the Contractor's approach and schedule for transfer of all SDLC artifacts and documentation created, maintained, and updated throughout the Contract term on the State SharePoint site and/or ALM and for supporting activities to successfully transition to the successor contractor. Turnover task requirements and approximate timeframes are provided in the sections below. The dates and data requirements in the following sections are illustrative only and do not limit or restrict the State's ability to require additional information from the Contractor or modify the turnover schedule as necessary.
 - The Contractor shall appoint, with State approval, a Turnover Manager who will manage and coordinate all Turnover activities. The Contractor shall submit their manager's qualifications as part of their Turnover Plan. The Contractor shall not reduce operational staffing levels during the turnover period without prior approval by the State.
 - The Contractor shall provide to the State, or its agent, within fifteen (15) business days of request all updated data and reference files, scripts, and all other documentation and records as required by the State or its agent.
- Six (6) months prior to the end of the Contract period, the Contractor must ensure that all solution and project management documentation (requirements, design, BPMs, user interface (UI) specs, form specs, technical specifications, technical configurations, SDLC artifacts, architecture documents, test artifacts, security artifacts, database information (conceptual, physical, and logical data models) and project management documentation) for the IEDSS solution are stored on the State's instance of SharePoint as well as requirements, configuration, build configuration, test artifacts, and other related information within the State's maintained ALM. Clarity must be provided on whether each artifact is historical or currently applicable. The Contractor must also provide for all artifacts an indication of whether they are currently in production, non-production, pending implementation, and/or no longer in production. This requirement applies for both the items within the scope of M&O as well as any in-progress DDI artifacts and solution components. The Contractor further is to provide:
 - A copy of all IEDSS solution components or database(s) used. Please see Ownership of Documents and Materials clause in Contract for requirements regarding ownership of work products;
 - Location of logs and infrastructure configuration details for load balancing used during the contract to ensure compliance with operational requirements; and

- Other documentation including, but not limited to, user, provider, and operations manuals, and documentation of any interfaces developed to support business activities between the Contractor and other parties.
- The Contractor shall work with the State and the successor contractor on major and minor releases throughout the final four (4) months of the Contract.
 - Four (4) months prior to the end of the Contract or any extension thereof, the Contractor must begin training State staff and the successor contractor, in the operations and procedures performed by Contractor staff. Such training must be completed at least two (2) months prior to the end of the Contract. The Contractor must be available for answering any questions or concerns cited by the successor contractor or the State during this four (4) month timeframe.
 - The Contractor will provide read-only access to all aspects of the infrastructure and ALM starting four (4) months from the end of the Contract.
 - For the first two (2) months of this period, the Contractor will be responsible for promotion of releases to production, as well as maintenance of the production and non-production environments. The State and the successor contractor will be supported by the Contractor in allowing them to shadow all aspects of these releases.
 - For the final two (2) months of this period, the successor contractor will be responsible for promotion of releases to production, as well as maintenance of the production and non-production environments. The Contractor will be expected to shadow the successor contractor in all aspects of the non-production and production releases at this time to ensure that no interruption in IEDSS services occurs.
 - The Contractor will ensure that full administrative, edit access is provided to appropriate staff under the successor contractor.
 - The Contractor will be transitioned to read-only access in all aspects of the infrastructure and ALM in the final two (2) months of the agreement.
- By the end date of the Contract, the Contractor must turn over all State property to the State, and Contractor's access to all State infrastructure and facilities will be terminated.

7.0 Change Orders

Either party (authorized State representative or Deloitte Consulting representative) may request changes to the Services, Deliverables, and/or any other aspect of this SOW through a written change request ("Change Request"). Promptly thereafter the parties shall discuss what impact the Change Request will have on the Services and Deliverables and on pricing, timing, and other terms of this SOW. Any changes to this SOW agreed upon by the parties shall be set forth in a change order agreed to by the parties ("Change Order"). Change orders that are modifications to the SOW will be signed by the State and Deloitte Consulting. Once a Change Order is signed by the State and Deloitte Consulting it shall amend, and become part of, this SOW. Unless mutually agreed upon between the parties, neither party is obligated to change the Services, Deliverables, or any other aspect of an SOW unless a Change Order for such change has been signed by the parties.

In the event that either Party fails to meet its obligations under this SOW and such event adversely impacts either Party to the Contract, the Parties shall assess the impact and mutually determine the appropriate course of action to address impact. Deloitte Consulting will notify the State, in a reasonable period of time after becoming aware of such an event. This process is documented in detail in the Project Management Plan.

Change orders, enhancements and modifications beyond those included as part of the designated hours allocated to major releases will be billed based on the rates set out in Exhibit C-1 – Change Order Rates of the Contract.

8.0 Artifact Process

To set the expectations of both Deloitte Consulting and the State staff, the collaborative approach promotes creation of quality artifacts, and advocates adherence to project requirements. Artifacts are documents created as part of the project, such as design documentation. The overall process is outlined below.

8.1 Develop Agreed Upon Artifact Specification and Timelines

The Deloitte Consulting IEDSS project team will conduct sessions with the State to define and agree upon expectations for each artifact. Expectations to be discussed include artifact format and structure, specifics on the content to be included in the artifact, external dependencies for artifact content, how the artifact will be produced (i.e., the approach) and who from the State and OV&V will be involved in the artifact interim reviews and final approval. The parties will mutually agree on specific time periods, documented in the expectations and reflected in the Project Plan, for Deloitte Consulting's development and delivery of the Artifact, dependencies on input required from external parties, the State's review of an artifact, any Deloitte Consulting revisions to the Artifact, and the State's re-review and approval of the Artifact.

8.2 Artifact Interim Reviews

The Deloitte Consulting IEDSS project team will conduct interim reviews with project stakeholders identified by the State as part of the artifact review process. These reviews are critical in validating whether the agreed upon structure and content of an artifact has been achieved. This process enables the project team to identify deficiencies and correct them early in the process, conserving time and resources. The review(s) help the team to maintain quality and familiarize the State with the Artifact being delivered.

8.3 Artifact Submission

The Deloitte Consulting Quality Manager will be responsible for appropriate quality control of artifacts being delivered to the State. Each artifact will be submitted no later than the dates indicated in the approved Project Plan. Each artifact will comply with the agreed upon standards and include the content described in the Artifact Expectation Document. Additionally, each artifact submission will be clearly identified as a final artifact to distinguish it from preliminary drafts or other material. Artifacts will be sent from the Deloitte Artifact owner to the State-designated Artifact approver(s).

8.4 Acceptance and Approval

Artifact review(s) for acceptance and/or approval will result in a written notice of decision indicating artifact acceptance or non-acceptance. The State IEDSS Project Manager or designee

will provide Deloitte Consulting with one of the following responses for an artifact that is submitted as final:

- Written notice of acceptance of the project artifact
- Written notice of non-acceptance of the entire or partial project artifact, with the reasons for non- acceptance within the timeframe agreed to as part of the artifact expectation setting process

If there needs to be a variation from the Artifact submission process, that variation will need to be documented by Deloitte Consulting and mutually agreed upon between the State IEDSS Project Manager and Deloitte Consulting Project Managers.

9.0.0 Facilities

The IEDSS project team will primarily work remotely in a virtual work environment. The State will designate a location in the Indiana Government Center (IGC) that is large enough to accommodate up to 30 Deloitte project team members and a meeting room large enough to accommodate 15 attendees, to allow for occasional onsite activities and any mutually agreed to onsite meetings.

9.1.2 Facility Equipment

Laptops/Desktops

Deloitte Consulting will provide PC equipment for its staff. Deloitte Consulting will also provide typical desktop, project management and necessary test software for all Deloitte Consulting staff. The State will provide PC equipment for their staff and associated desktop software. Deloitte Consulting will adhere to the State standard of MS Office 365 or equivalent versions.

Deloitte Consulting laptops and desktops will meet the following general specifications for compatibility and access to State system:

- Intel or comparable capability CPU running a widely used 64-bit operating System or better
- Energy Star compliant with the Energy Star feature active (not disabled)
- Provide access to the ISSF LAN capable of handling a bandwidth of 1000 Mb/second or better
- Provide access to the ISSF, when off site, using web VPN technology
- Support wireless capabilities utilizing industry standard methodologies
- Equipped with enough processor, memory and storage capacity to accommodate 25% growth, from baseline, in usage of resources
- Continue to meet the minimum requirement(s) recommended by the manufacturer of the operating system software and/or the other software installed on the laptops/desktops through the duration of the contract.

Software

Deloitte Consulting will provide all desktop software necessary to view, run and/or test the IEDSS solution for Deloitte Consulting staff.

10.0 Staffing Model

The staffing plan includes a fixed capacity of resources by month to be used for activities prioritized in collaboration with the State, as specified in section 4.2 Fixed Capacity Activities. Such activities will be performed subject to available resources. The fixed capacity of FTEs available per month is specified in in Table 10.1 below:

Month	Number of Fixed Capacity FTEs
January 2021	55
February 2021	40
March 2021	40
April 2021	34
May 2021	34
June 2021	34
July 2021	34
August 2021	34
September 2021	34
October 2021	34
November 2021	33
December 2021	33

The State understands and agrees that State resources will be needed for the successful design, development, testing and delivery of enhancements for the IEDSS Solution. In addition, State resources will provide testing services associated with resolved defects.

The State will provide a Project Director and Business Lead throughout the duration of the project.

The State acknowledges that Deloitte Consulting has the right during the Term of the SOW to modify the mix and quantity of Deloitte Consulting resources as necessary to perform the scope of Services and to meet its obligations under the Contract.

Deloitte Consulting will provide advance notice to the State when a Key Person has planned time off for more than 4 consecutive business days.

11.0 Fees and Expenses

Deloitte Consulting will perform the Services on a fixed-fee basis. Based on the assumptions set forth herein, Deloitte Consulting's fees for professional services will be \$13,000,000.00 based on the milestone schedule below. All milestone dates are estimated dates and will be maintained in the project workplan. These dates will be adjusted through the change control process, described in the Project Management Plan.

Deloitte Consulting will invoice the State the fee amounts upon the completion of each milestone based on the completion criteria listed in Table 10.1.1 below.

Maintenance and Operations milestones include both "Base Maintenance and Operations" and "Fixed Capacity Maintenance and Operations" services as described in the SOW.

The not-to-exceed hours for a release or fixed capacity resource level may be increased through a change order.

Table 11.1.1 Milestones

Milestone	Estimated Completion Date	Completion Criteria	Fixed Fee Amount
Maintenance and Operations - January 2021	2/1/2021	Ongoing Maintenance and Operations Activities as defined in Section 4.1 Base Maintenance and Operations Activities and Section 4.2 Fixed Capacity Activities	\$1,462,968.00
Release 11 – Production Support	2/5/2021	Closure of covered defects identified during the "Post-Go Live Covered Defect Identification Period" of release 11, as described in section 5.4	\$157,950.00
Maintenance and Operations - February 2021	3/1/2021	Ongoing Maintenance and Operations Activities as defined in Section 4.1 Base Maintenance and Operations Activities and Section 4.2 Fixed Capacity Activities	\$1,155,316.00
Release 12 – Go-Live	3/20/2021	<ul style="list-style-type: none"> Closure of critical and high defects, introduced as a result of the CRs in release 12, that have a scheduled release date prior to the release implementation date Deployment of Release 12 code into Production 	\$842,400.00
Maintenance and Operations - March 2021	4/1/2021	Ongoing Maintenance and Operations Activities as defined in Section 4.1 Base Maintenance and Operations Activities and Section 4.2 Fixed Capacity Activities	\$1,155,316.00
Maintenance and Operations - April 2021	5/1/2021	Ongoing Maintenance and Operations Activities as defined in Section 4.1 Base Maintenance and Operations Activities and Section 4.2 Fixed Capacity Activities	\$996,632.00

Milestone	Estimated Completion Date	Completion Criteria	Fixed Fee Amount
Maintenance and Operations - May 2021	6/1/2021	Ongoing Maintenance and Operations Activities as defined in Section 4.1 Base Maintenance and Operations Activities and Section 4.2 Fixed Capacity Activities	\$996,632.00
Release 13 – Go-Live	6/12/2021	<ul style="list-style-type: none"> Closure of critical and high defects, introduced as a result of the CRs in release 13, that have a scheduled release date prior to the release implementation date Deployment of Release 13 code into Production 	\$421,200.00
Maintenance and Operations - June 2021	7/1/2021	Ongoing Maintenance and Operations Activities as defined in Section 4.1 Base Maintenance and Operations Activities and Section 4.2 Fixed Capacity Activities	\$996,632.00
Maintenance and Operations - July 2021	8/1/2021	Ongoing Maintenance and Operations Activities as defined in Section 4.1 Base Maintenance and Operations Activities and Section 4.2 Fixed Capacity Activities	\$980,440.00
Maintenance and Operations - August 2021	9/1/2021	Ongoing Maintenance and Operations Activities as defined in Section 4.1 Base Maintenance and Operations Activities and Section 4.2 Fixed Capacity Activities	\$964,247.00
Release 14 – Go-Live	9/11/2021	<ul style="list-style-type: none"> Closure of critical and high defects, introduced as a result of the CRs in release 14, that have a scheduled release date prior to the release implementation date Deployment of Release 14 code into Production 	\$421,200.00
Maintenance and Operations - September 2021	10/1/2021	Ongoing Maintenance and Operations Activities as defined in Section 4.1 Base Maintenance and Operations Activities and Section 4.2 Fixed Capacity Activities	\$964,247.00

Milestone	Estimated Completion Date	Completion Criteria	Fixed Fee Amount
Maintenance and Operations - October 2021	11/1/2021	Ongoing Maintenance and Operations Activities as defined in Section 4.1 Base Maintenance and Operations Activities and Section 4.2 Fixed Capacity Activities	\$931,863.00
Maintenance and Operations - November 2021	12/1/2021	Ongoing Maintenance and Operations Activities as defined in Section 4.1 Base Maintenance and Operations Activities and Section 4.2 Fixed Capacity Activities	\$552,957.00
Maintenance and Operations - December 2021	12/31/2021	Ongoing Maintenance and Operations Activities as defined in Section 4.1 Base Maintenance and Operations Activities and Section 4.2 Fixed Capacity Activities	\$0.00

Note:

- Maintenance and Operations - November 2021 reflects a \$364,494 credit from Deloitte
- Maintenance and Operations - December 2021 reflects a \$915,671 credit from Deloitte

12.0 Definitions and Support Levels**12.1 Support Hours**

The table below provides details of hours of operations

Table 12.2.1 Support Hours

Activity	Days	Hours
Critical Escalation Activity Support	Monday - Friday	7:00AM – 8:00PM
Critical Escalation Activity Support	Saturday	7:00AM – 7:00PM
Critical Escalation Activity Support	Sunday	8:00AM – 4:00PM
Normal(non-critical) Activity Support	Monday - Friday	8:00AM – 6:00PM
Batch and Interface Support	Monday – Sunday	As needed to support batch cycle preparation and execution time

12.2 Defect Severity Definition

A defect exists when the software does not perform per the product specifications, Software Requirements Specification and Design Specification.

A Material Defect is a defect that is categorized as either critical, high or medium severity.

Defect severity is defined within the Master Test Plan.

12.3 Incident Severity Guidelines

The table below provides guidelines for incident severity.

Table 12.4.1 Incident Severity

Incident Severity	
Severity	Definition
Critical	Issue reported is impacting a majority of the users statewide or complete failure of an In-Scope System or supported process. Examples include: 1. Entire IEDSS application or a module is unavailable 2. Users locked out of the system or getting kicked out of the system 3. Widespread case processing issues such as no users being able to run eligibility, initiate data collection, register applications, or authorize eligibility results.
High	Issue reported is impacting a user's ability to complete crucial tasks as part of case processing. Examples include: 1. Case processing blockers such as wrap up exceptions, validations preventing the driver flow from moving forward in data collection, file clearance errors. 2. Issues reported on applications and cases where meeting timeliness is noted as a concern such an expedited SNAP application going beyond 7 days 3. Web service is down. 4. Benefit availability and accuracy issues. E.g.: incorrect AG formed, incorrect liability or benefit amount calculated, or SNAP benefits aren't available to the client 5. Tasks with a critical priority in the system are not getting generated in the system.
Medium	Issue reported complicates end user's ability to perform their tasks, but they aren't blocked, or the issue can be resolved with a workaround. Examples include: 1. Correspondence issues that don't impact accuracy 2. Scheduling issues 3. Error messages in the data collection driver flow that can be circumvented using the navigation menu 4. Unable to close tasks
Low	Issue reported does not impact case processing or are cosmetic in nature. Examples include: 1. search results displayed cannot be sorted in the dyna table 2. Spelling errors in validation messages 3. Appointment slots being displayed in the wrong color on calendars

EXHIBIT 2 Service Level Agreements

The *Service Level Agreements (SLA's)* noted herein supersede all other references to SLA's in the RFP or Contractor's response to the RFP. Any modification of an SLA will be subject to the Change Control process defined in the SOW (Exhibit 1). SLA's stated in Table 1 shall be met throughout the term of the M&O phase of the Contract.

1. Introduction

The parties acknowledge that the Contractor's failure to meet the SLA's set out in the M&O phase of the Contract may cause the State to incur economic damages and losses, including but not limited to:

- Federal penalties
- Lost Federal match funding if certain implementation deadlines are missed
- Staff productivity losses due to downtime/poor response times
- Costs incurred due to any overtime necessitated as a result
- Applicant time lost if public facing portal is partially or completely down
- Impact on other State systems due to downtime or other processing issues
- Negative project impact and/or risk of negative audit findings due to lack of proper documentation or improper procedures
- Impact to timeline/budget due to unavailability of key staff resources and/or adequate resources on site

The parties further acknowledge that due to the number and complexity of the types of damages the State may sustain, it may be extremely difficult if not impossible to calculate with any certainty the amount of actual damages sustained by State during the M&O phase of this Contract. The parties therefore acknowledge and agree that the formula contained herein for measuring performance and withholding payments represents the State's attempt to estimate the actual damages that it may incur and is a fair and reasonable manner to compensate the State for damages incurred due to Contractor's failure to meet SLA's during the performance of M&O phase of the Contract. Accordingly, the parties agree that the State may retain withheld payments in the manner specified herein without having to present any evidence of actual damages. The parties further acknowledge that nothing in this Exhibit limits the State's right to terminate the Contract in accordance with its terms or any other remedies available to the State as provided elsewhere herein. Notwithstanding the foregoing, any Withhold Adjustments retained by the State shall be deducted from any damages awarded to, or settlement reached with, the State with respect to the relevant failure giving rise to such Withhold Adjustments.

2. SLA Administration

1. A portion of each month's M&O invoice will be withheld by the State, as described in Table 1 in Section 3 below. The methods and procedures to monitor and calculate Contractor's performance compared to the SLA's, and to calculate applicable Withhold Adjustments, are identified in Table 1 below. The procedures for release of the withheld funds are described for each SLA in Table 1. Contractor shall submit reports, as described under Tracking in Table 1 that measure Contractor's performance in relation to each SLA.
2. If Contractor fails to meet an SLA, and the failure to meet the SLA is not subject to the exceptions listed in Table 1 or in Section 4, Contractor will be subject to the associated Withhold Adjustment (as detailed in Table 1 below) from the withheld funds.
3. If two or more instances of failure to meet an SLA (as detailed in Table 1) are reported in two (2) consecutive months, or multiple instances of the same failure are reported in a given

calendar month, Contractor must prepare and submit a root- cause analysis and remediation plan to the State, the form and scope of which shall be agreed to by the parties. If a single event should cause multiple SLA failures, the State shall be entitled to assess only one Withhold Adjustment of the State's choosing from all the SLA failures related to such single event.

4. In the event of a dispute of responsibility for a failure to meet any SLAs, the parties shall promptly attempt to resolve the dispute in good faith, escalating as appropriate.
5. The State may, at its sole discretion, waive a Withhold Adjustment for extenuating circumstances.
6. Contractor will earn a credit pool that will be used to offset Withhold Adjustments incurred (the "SLA Credit Pool). Contractor shall submit reports, as described under Tracking in Table 1, that measure Contractor's performance in relation to the System Availability SLA. In any month in which the System Availability meets or exceeds 99.9%, an amount equal to the Withhold Adjustment for the System Availability will be added to the SLA Credit Pool.
7. The SLA Credit Pool shall be used only as an offset to SLA Withhold Adjustments and does not have any cash value. At the end of each 12-month period the value of the SLA Credit Pool will be zeroed out and the SLA Credit Pool balance will start building up again for the subsequent 12-month period. All SLA Withhold Adjustments shall first be offset against the SLA Credit Pool. If, and to the extent, that the SLA Withhold Adjustments exceed the total amount of the SLA Credit Pool, the State will retain the remaining SLA Withhold Adjustment.

3. SLA Details

Table 1 - IEDSS M&O SLAs

Service Level	Withhold Adjustments	Tracking
<p>1. System Availability – Online IEDSS</p> <p>Standard: Contractor will provide the online IEDSS application for end-users during 99.8% of the normal operating hours which are from 7:00 AM to 8:00 PM Eastern Time, Monday through Friday, 7:00 AM to 7:00 PM Eastern Time on Saturday, and 8:00 AM to 4:00 PM on Sunday unless specified in the IEDSS calendar, or there are mass updates that interfere with scheduling.</p> <p>Measure: One failure assessed for each month in which the online system availability during the month falls below the availability standard noted above. If an exception was granted by the State Executive Director or designee prior to the incident, the incident will not be considered a failure. Withhold Adjustments will be effective three (3) months after the start of Pilot.</p>	<p>Withhold Adjustments: \$3000 (three-thousand dollars) per month.</p>	<p>A System Availability Report will be compiled after every month end. This report will list system start time and end time for every day of that month.</p>

Service Level	Withhold Adjustments	Tracking
<p>2. Response Time</p> <p>Standard: Response Time KPIs are to be measured each month against the following standards:</p> <p>99% of transactions completed in less than fifteen (15) seconds; 95% of transactions completed in less than eight (8) seconds; 90% of transactions completed in less than five (5) seconds.</p> <p>Measure: Each failure assessed for each month that the Response Time KPIs fail to meet any of the standards. The transactions measurement used in this SLA will be the monthly average of the daily transactions, utilizing all the transaction snapshots taken within the given month. Daily snapshots will be taken throughout the month. Response Time is measured between the application server and database server. Performance Adjustments will be effective three (3) months after the start of Pilot.</p>	<p>Withhold Adjustments: \$3000 (three-thousand dollars) per month.</p>	<p>IEDSS Cognos report and IEDSS System Response Time dashboard in Splunk are generated every day.</p>

Service Level	Withhold Adjustments	Tracking
<p>3. Maintenance of system user documentation</p> <p>Standard: The system user documentation consists of the System Documentation and Operations Documentation Deliverables created in the DDI Phase. If, upon review of the previously approved Deliverables, the State discovers corrections that need to be made, Contractor will be notified using the mutually agreed M&O change process by the State Executive Director, and the documentation will be corrected by the mutually agreed upon change completion date.</p> <p>Measure: Each failure assessed for each month following the deadline that Contractor does not correct the documentation in the mutually agreed upon timeframe until the month that documentation is corrected.</p>	<p>\$500 (five hundred dollars) per month.</p>	<p>M&O Change Log Report.</p>

Service Level	Withhold Adjustments	Tracking
<p>4. Client Facing Portal – IEDSS Web Service to the Client Facing Portal</p> <p>Standard: Contractor will make available the IEDSS Web Service interfacing with the Client Facing Portal during 100% of the normal operating hours of that Client Facing Portal (defined as 24 hours a day, 7 days a week excluding any pre-approved scheduled maintenance) unless specified in the IEDSS calendar, or there are mass updates or other programs/services that interfere with scheduling.</p> <p>Measure: One failure assessed for each month in which the Client Facing Portal IEDSS Web Service availability during the month falls below the availability standard noted above. If an exception was granted by the State Executive Director or designee prior to the incident, the incident will not be considered a failure. Withhold Adjustments will be effective three (3) months after the start of Pilot.</p>	<p>Withhold Adjustments: \$3000 (three-thousand dollars) per month.</p>	<p>A System Availability Report will be compiled after every month end. This report will list any outages for the Client Facing Portal IEDSS Web Service for every day of that month.</p>

Per month” shall mean that only a single Withhold Adjustment amount is assessed per month regardless of the number of SLA failures during that month.

“Per occurrence” shall mean that a Withhold Adjustment amount is assessed for each SLA failure during the month.

1. SLA Exceptions

- Telecommunication/network problems other than those caused by the willful or negligent actions of Contractor, its employees, or its subcontractors;
- Maintenance or enhancements are performed, or modifications or reprioritization of project resources or activities occur, at the direction of the State, and the Contractor demonstrates a clear and direct impact to its ability to meet an SLA due to such action;
- Failure of the IEDSS or any component thereof resulting from code not developed or modified by Contractor or its subcontractors (unless the failure of the code not modified by Contractor or its subcontractors is caused by a change implemented by Contractor or its subcontractors)

- Schedule conflicts due to month end and mass change processing previously authorized by the State;
- Hardware and software (other than the IEDSS) problems not caused by Contractor;
- Long Running or non-performing batch processes and web services, excluding those created by Contractor;
- Power outages of both the primary IEDSS hosting site and the main disaster site;
- Any situation where involvement or action from a State agency or their designee is required to resolve the problem and that agency or designee has been notified of the required action in a timely manner;
- At the State's request, the IEDSS is not made available to some or all users, which in turn impacts the methodology for measuring system availability and other related SLAs;
- Downtime of systems with which IEDSS will interface;
- A declared disaster;
- Any similar event(s) outside of Contractor's direct control.

Any SLA failures caused by a force majeure event, as described in Section 18, Force Majeure, of the Contract, any actions or omissions of the State, its agents, contractors or third parties (other than the Contractor's subcontractors), the State's prioritization or allocation of resources to or within the IEDSS project, or other factors outside Contractor's control, constitute factors outside Contractor's control for which Contractor will not incur Withhold Adjustments.

EXHIBIT 3 Change Order Rates

Change Order Rates are noted below:

Position Description	Hourly Rate
Project Executive	\$298.70
Project Manager	\$283.25
Deputy Project Manager	\$267.80
Project Advisor	\$298.70
Project Management Office Manager	\$216.30
Application Maintenance Manager	\$252.35
Operations Manager	\$216.30
Technical Manager	\$252.35
System Test Manager	\$231.75
Quality Assurance Manager	\$216.30
Security Officer	\$231.75
Lead Data Base Administrator	\$154.50
Security Architect	\$180.25
Implementation Manager	\$216.30
Conversion Manager	\$231.75
Organizational Change Management (OCM) Manager	\$231.75
Training Manager	\$231.75
Technical Leads	\$154.50
Senior Programmers/Developers	\$133.90
Programmers/Developers	\$103.00
Data Base Administrator	\$118.45
Web Architect	\$164.80
System Engineer/Architect	\$164.80
Senior OCM Analyst	\$92.70
Senior Programmer Analyst	\$123.60
Production Control Specialist	\$92.70
Senior Test Analyst	\$92.70
Test Analyst	\$66.95
Senior System Analyst	\$154.50
System Analyst	\$103.00
Trainers	\$92.70
Help Desk Lead	\$113.30
Help Desk Analyst	\$77.25

Position Description	Hourly Rate
Security Lead	\$154.50
Security Analyst	\$128.75
PMO Analyst	\$87.55
Technical Writer	\$72.10
Junior Data Base Administrator	\$92.70
Configuration Analyst	\$103.00
Rules Engine Analyst	\$180.25
System Continuity Advisor	\$185.40
Facilities Administrator	\$61.80
Facilities Technical Resource	\$82.40
Technical Architect	\$231.75
Application Architect	\$231.75
Admin Support	\$46.35
Training Designer	\$103.00
Framework Lead	\$154.50
Client Exec (M&O)	\$180.25
Account Manager (M&O)	\$154.50
Deputy Account Manager (M&O)	\$133.90
System Administrator (M&O)	\$128.75
QA Manager (M&O)	\$128.75
Senior Systems Analyst (M&O)	\$128.75
Infrastructure Architect (M&O)	\$128.75
DBA(M&O)	\$108.15
Senior Tester Analyst (M&O)	\$56.65
Senior Programmer Analyst (M&O)	\$97.85
Site Support Analyst (M&O)	\$56.65
Configuration Analyst (M&O)	\$77.25
IE Continuity Advisor	\$179.32

EXHIBIT 4
State Fiscal Year Budget

The information below reflects the forecasted State Fiscal Year (SFY) breakdown of this Contract. Further this information indicates the breakdown by both the funding source and by Enhancements versus M&O. These forecasted amounts are subject to adjustment between State Fiscal Years (SFYs), funding sources, and/or Enhancements versus M&O only if executed via Change Request done in compliance with the terms and conditions of this Contract, if the overall term and/or Contract Total Consideration is not exceeded, and if DFR and FSSA Finance approve. These Change Request criteria must be supported so that an Amendment will not be required; however, a corresponding Purchase Order (PO) adjustment will be executed by FSSA Finance to adjust the funding, in the event that both FSSA Finance and DFR approve.

		State Fiscal Year (SFY) 21 (1/1/2021 - 6/30/2021)	SFY22 (7/1/2021 - 12/31/2021)	Total
M&O	Total	\$ 6,763,496.00	\$ 4,393,754.00	\$ 11,157,250.00
	DFR M&O	\$ 6,758,423.38	\$ 4,390,458.68	\$ 11,148,882.06
	OALP (formerly Office of Hearings & Appeals (OHA))	\$ 5,072.62	\$ 3,295.32	\$ 8,367.94
Enhancement	Total	\$ 1,421,550.00	\$ 421,200.00	\$ 1,842,750.00
	DFR Enhancements	\$ 1,420,483.84	\$ 420,884.10	\$ 1,833,273.00
	OALP (formerly Office of Hearings & Appeals (OHA))	\$ 1,066.16	\$ 315.90	\$ 9,477.00
Total	Total	\$ 8,185,046.00	\$ 4,814,954.00	\$ 13,000,000.00
	DFR	\$ 8,178,907.22	\$ 4,811,342.78	\$ 12,982,155.06
	OALP (formerly Office of Hearings & Appeals (OHA))	\$ 6,138.78	\$ 3,611.22	\$ 17,844.94

PROFESSIONAL SERVICES CONTRACT

Contract #000000000000000000056358

This Contract ("Contract"), entered into by and between Indiana Family and Social Services Administration ("FSSA"), Office of Early Childhood and Out of School Learning ("OECOSL") (the "State") and DELOITTE CONSULTING LLP (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 Contractor.

The Contractor shall complete the design development and implantation of OECOSL Software systems as set forth in **Exhibit 1—Scope of Work**, which is attached hereto and incorporated herein (the "Services"). Additionally, the Contractor's parameters for its duties are provided in **Exhibit 3—Detailed Functional, General System and Technical Requirements**, and **Exhibit 4—Indiana Office of Technology Terms and Conditions**, which are attached hereto and incorporated herein.

2. Consideration.

The Contractor will be paid at the rates described on **Exhibit 2—Total Costs**, which is attached hereto and incorporated herein, for performing the duties set forth above. Total remuneration under this Contract shall not exceed **\$ 19,206,361.63**.

3. Term.

This Contract shall be effective for a period of **four years**. It shall commence on **August 15, 2021** and shall remain in effect through **August 14, 2025**. At the agreement of the parties, there may be two (2) one (1) year renewals. In no event shall the term exceed a total of six (6) years.

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 in compliance with this Contract 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 noncompliant with this Contract or performed in violation of any federal, state or local statute, ordinance, rule or regulation.

12. Confidentiality, Security and Privacy of Personal Information.

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

- A. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 (sections 1171 through 1179 of the Social Security Act), including any subsequent amendments to such Act.
- B. "HIPAA Rules" mean the rules adopted by and promulgated by the US Department of Health and Human Services ("HHS") under HIPAA and other relevant federal laws currently in force or subsequently made, such as the Health Information Technology for Economic and Clinical Health Act ("HITECH"), as enumerated under 45 CFR Parts 160, 162, and 164, including without limitation any and all additional or modified regulations thereof. Subsets of the HIPAA Rules include:
- 1) "HIPAA Enforcement Rule" as defined in 45 CFR Part 160;
 - 2) "HIPAA Security Rule" as defined in 45 CFR Part 164, Subparts A and C;
 - 3) "HIPAA Breach Rule" as defined in 45 CFR Part 164, Subparts A and D; and
 - 4) "HIPAA Privacy Rule" as defined in 45 CFR Part 164, Subparts A and E.
- C. For Contractor's services under this Contract that include State authorized access to and use of PHI on the State's behalf then Contractor is hereby deemed a Business Associate to the State and, as such, Contractor is hereby authorized by the State to create, receive, maintain, and/or transmit Protected Health Information ("PHI") on the State's behalf pursuant to and consistent with the services performed by Contractor under this Contract.
- D. Contractor agrees that as a Business Associate to the State it is obligated to comply with the HIPAA Rules, as such Rules apply to Business Associates, throughout the term of this Contract and thereafter as may be required by federal law and such compliance will be at Contractor's sole expense. Further:
- 1) Contractor will not use or further disclose PHI or non-public personal information as collectively defined in IC 4-1-6-1 and IC 4-1-11-3, and under the National Institute of Standards and Technology ("NIST") Special Publication 800-122) ("PII") except as expressly permitted by this Contract, in connection with the Services or as required by law; provided however, nothing in this Contract shall be construed to permit Contractor to use or disclose PHI in a manner that would violate the provisions of the HIPAA Privacy Rule as such Rule applies to the State with regard to the Services performed by Contractor under this Contract or otherwise cause the State to be non-compliant with the HIPAA Privacy Rule, except that Contractor may use or disclose PHI for its proper management and administration as provided for in 45 CFR § 164.504(e)(4).
 - 2) Contractor understands it must comply with the HIPAA Security Rule with respect to any Electronic PHI that it maintains on its own systems and will employ appropriate

safeguards to reasonably prevent the use or disclosure of PHI and PII other than as permitted by this Contract or required by the HIPAA Privacy Rule or other applicable Federal or state law or regulation. Such safeguards will be designed, implemented, operated, and managed by Contractor at Contractor's sole expense and following the Contractor's best professional judgment regarding such safeguards. If Contractor maintains PHI and PII on its own systems, upon the State's reasonable request, Contractor will review such safeguards with the State. Contractor will implement the following HIPAA requirements for any forms of such PHI that the Contractor receives, maintains, or transmits on behalf of the State:

- a) Administrative safeguards under 45 CFR 164.308;
 - b) Physical safeguards under 45 CFR 164.310;
 - c) Technical safeguards under 45 CFR 164.312; and
 - d) Policies and procedures and documentation requirements under 45 CFR 164.316.
- 3) Contractor understands that it is subject to the HIPAA Enforcement Rule under which Contractor may be subject to criminal and civil penalties for violations of and non-compliance with the HIPAA Rules.

E. Improper Disclosure, Security Incident, and Breach Notification.

- 1) As a Business Associate, Contractor understands that it is subject to the HIPAA Breach Rule. For the purposes of this Contract:
- a. The term "Breach" has the same meaning as defined in the HIPAA Breach Rule with respect to PHI and with respect to PII also means the compromise, unauthorized disclosure, unauthorized access, loss of control, or any similar term or phrase that refers to situations where persons other than authorized users or for an other-than-authorized purpose have, or are reasonably expected to have, access to PII, whether physical or electronic.
 - b. "Security Incident" means (a) a violation or imminent threat of violation of a security policy, acceptable use policies, or standard security practices, inclusive of the act of violating an explicit or implied security policy, which includes attempts (either failed or successful) to gain unauthorized access to a system or its data; unwanted disruption or denial of service; (b) the unauthorized use of a system for the processing or storage of data; changes to system hardware, firmware, or software characteristics without the owner's knowledge, instruction, or consent; (c) loss of PII or other sensitive data through theft or device misplacement, loss or misplacement of hardcopy documents, and misrouting of mail (physical or electronic), in each of cases (a) – (c) which puts PII or other sensitive data at risk of or exposes PII/other sensitive data to an opportunity for unauthorized access, use, disclosure, modification, or destruction.
- 2) If a Security Incident occurs or if Contractor reasonably suspects that a Security Incident has occurred with respect to PII in Contractor's safekeeping or while being legitimately used by Contractor in Contractor's performance of its services under this Contract:
- a) Contractor shall notify the State of the Security Incident within one (1) business day of when Contractor discovered the Security Incident; such notification shall be made to the FSSA Privacy & Security Office in a manner reasonably prescribed by the FSSA Privacy & Security Officer and shall include as much detail as the Contractor reasonably may be able to acquire within the one (1) business day.
 - b) For the purposes of such Security Incidents, "discovered" and "discovery" shall mean the first day on which such Security Incident is known to the Contractor or, by exercising reasonable diligence, would have been known to the Contractor.

Regardless of whether the Contractor failed to exercise reasonable diligence, improperly delaying the notification of discovery beyond the one (1) business day requirement, the Contractor will notify the FSSA Privacy & Security Office within one (1) business day of gaining actual knowledge of a Security Incident.

- c) In collaboration with the FSSA Privacy & Security Office, Contractor shall undertake commercially reasonable efforts necessary to thoroughly investigate the Security Incident and to provide all results of such investigation to the FSSA Privacy & Security Office, as such information becomes available, including but not limited to the role(s) of the Contractor personnel involved, source and cause of the Security Incident, specific types of information disclosed or believed to have been exposed, disclosure victims (those whose PII was disclosed or believed to have been disclosed or exposed to unauthorized access/use), disclosure recipients, relevant supporting information, actions taken to mitigate or stop the Security Incident, and similar details.
- d) Contractor's investigation must be undertaken expeditiously and completed to the extent that a determination of whether a Breach has occurred can be reasonably made, including the identification of the victims or likely victims, within a reasonable timeframe as mutually agreed upon between the Contractor and the FSSA Privacy & Security Office, from the date of discovery of the Security Incident. Contractor shall provide details of its investigation to the FSSA Privacy & Security Office on an ongoing basis until the investigation is complete.
- e) Contractor and the FSSA Privacy & Security Office will collaborate on the results of Contractor's investigation; the determination as to whether a Breach has occurred for reporting and notification purposes rests solely with the FSSA Privacy & Security Office.
- f) If it is determined by the FSSA Privacy & Security Office that a Breach of Unsecured PHI or PII has occurred and to the extent such Breach was caused by Contractor's breach of the terms of this Contract:
 - (i) Contractor agrees that it shall be responsible for all costs with respect to fulfilling the State's and/or Contractor's obligations (if any) for providing legally required notice to all of the known and suspected victims of the Breach. Such notice shall comply with the HIPAA Breach Rule notification requirements and/or applicable notification requirements under State law or regulation.
 - (ii) Contractor further agrees that such notification will be made under its name, unless otherwise specified by the FSSA Privacy & Security Office. Contractor will coordinate its Breach notification efforts with the FSSA Privacy & Security Office; the FSSA Privacy & Security Office will approve Contractor's Breach notification procedures and plans, including the format and content of the notice(s) prior to such notification being made.
 - (iii) Contractor accepts responsibility for the Breach and any resulting losses or damages incurred by the State and agrees to the indemnification obligations for claims by victims of the Breach set forth in Section 12.N. below.
 - (iv) Contractor will, to the extent practicable, undertake all commercially reasonable efforts necessary to mitigate any deleterious effects of the Breach for the known and suspected victims of the Breach.
 - (v) The State, through the FSSA Privacy & Security Office, will make the appropriate notifications to HHS and/or the applicable Federal or State agencies with respect

to the Breach.

- g) Contractor will undertake commercially reasonable corrective actions to eliminate or minimize the opportunity for an identified Security Incident to reoccur and upon the State's request, provide the FSSA Privacy & Security Office with its plans, status updates, and written certification of completion regarding such corrective actions.
 - h) If Contractor observes or otherwise becomes aware of a Security Incident or reasonably suspected Security Incident outside of Contractor's scope of responsibilities under this Contract (for example, affecting PII not in Contractor's safekeeping), Contractor agrees to promptly report such Security Incidents to the FSSA Privacy & Security Office and reasonably cooperate with the FSSA Privacy & Security Office's investigation of the Security Incident.
- F. Subcontractors. Contractor agrees that in accordance with the HIPAA Privacy Rule any subcontractors engaged by Contractor (in compliance with this Contract) that will create, receive, maintain, use or transmit State PII on Contractor's behalf will contractually agree to the same restrictions, conditions, and requirements (other than indemnification) that apply to Contractor with respect to such PHI/PII as applicable to their activities.
- G. Access by Individuals to their PHI. Contractor acknowledges that in accordance with the HIPAA Privacy Rule, individuals for whom Contractor has direct possession of their PHI/PII that is maintained by Contractor in a Designated Record Set on the State's behalf have the right to inspect and amend their PHI/PII in accordance with 45 CFR 164.524 and 164.526 and have the right for an accounting of uses and disclosures of such PHI/PII, except as otherwise provided therein. Contractor shall provide such right of inspection, amendment, and accounting of disclosures to the State upon reasonable request by the State. In situations in which Contractor does not have direct possession of such PHI/PII, then the State shall be responsible for such inspection, amendment, and accounting of disclosures rights by individuals.
- H. Access to Records. Contractor shall make available to HHS and/or the State and/or other Federal agencies so authorized and as required by applicable law, Contractor's internal practices, books, and records relating to the use and disclosure of PHI and PII provided to Contractor by the State or created, received, maintained, or transmitted by Contractor on the State's behalf. Contractor shall promptly inform the State by giving notice to the FSSA Privacy & Security Office upon receipt by the Contractor of any request by HHS (or its designee), or such other State agencies, or other Federal agencies for such internal practices, books, and/or records and shall provide the State with copies of any materials or other information made available to such agencies.
- I. Return of Protected Health Information. Upon request by the State upon termination of this Contract, Contractor will, if feasible, at the State's sole option, either return or destroy all copies of any PHI or PII provided to Contractor by the State in Contractor's possession or PHI or PII created, received, maintained, or transmitted by Contractor on the State's behalf pursuant to this Contract in Contractor's possession and upon the State's request, Contractor shall confirm in writing that it has retained, returned or destroyed such PHI and/or PII. If the Contractor reasonably determines that return or destruction is not feasible (such as in the event that the retention of PHI or PII is required for archival purposes to evidence the Services), the protections in this Contract shall continue to be extended to any PHI or PII maintained by the Contractor for as long as it is maintained.
- J. At the discretion of the State, the State may terminate this Contract in accordance with its terms for Contractor's material breach of this Section 12.

- K. Contractor agrees to participate in a disaster recovery plan, as appropriate to the Contractor's services, as determined by the State to be necessary to uphold integral business functions in the event of an unforeseen disaster.
- L. Drug and Alcohol Records. In the performance of the Services under this Contract, Contractor may have access to confidential information regarding alcohol and drug abuse patient records. Contractor agrees that such information is confidential and protected information and therefore, subject to the provisions of this Section, the Contractor promises and assures that any such information, regardless of form, disclosed to Contractor for the purposes of this Contract will not be disclosed or discussed with others without the prior written consent of the State. The Contractor and the State will comply with the applicable requirements of 42 CFR Part 2 and any other applicable Federal or state law or regulatory requirement concerning such information, in each case with respect to the Contractor, to the extent applicable to the Contractor in the performance of the Services. The Contractor will report any unauthorized disclosures of such information in compliance with this Section.
- M. Confidentiality of State Information and Contractor 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 such confidential and protected data, material and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract, will not be disclosed by Contractor to or discussed with third parties without the prior written consent of the State. The State hereby consents to the Contractor disclosing State confidential information to permitted subcontractors performing services under this Contract. Contractor agrees to require any subcontractors to comply with the applicable requirements contained in this Section 12.

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, to the extent applicable to Contractor in its performance of the Services, 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 in material breach of this Section 12, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in accordance with IC 4-1-11 in addition to any other claims and expenses for which it is liable under the terms of this Contract subject to the limitations of liability set forth in Section 51. The Contractor shall report any unauthorized disclosures by Contractor of Social Security numbers to the FSSA Privacy & Security Office within one (1) business day of the date the Contractor is aware of the unauthorized disclosure.

- N. Provided that the State has complied with its obligations under this Contract, and under applicable law and regulation with respect to PHI and PII, Contractor will indemnify and hold the State harmless from any loss, damage, costs, expense, judgment, sanction or liability, including, but not limited to, reasonable attorneys' fees and costs, attributable to the claims of third parties that the State incurs or is subject to, to the extent resulting from a disclosure of PHI or any Social Security numbers by Contractor or any subcontractor, agent or person under Contractor's control arising from a material breach of this Section 12. As a condition to the foregoing indemnity, the State shall provide Contractor with prompt written notice of any claim for which indemnification is sought and shall cooperate in all reasonable respects with Contractor in connection with any such claim. Contractor shall be entitled to defend and control the handling of any such suit or proceeding, in its sole discretion, with counsel of its own choosing that is reasonably satisfactory to the State. Contractor may not settle a claim for which indemnification is sought under this Section without the prior written consent of the State, unless (1) the sole relief provided is the payment of monetary damages by Contractor or, to the extent that any non-monetary relief is provided, such non-monetary relief is applicable only to Contractor, (2) there is no admission of any fault or wrongdoing on the part

of the State, and (3) the compromise or settlement contains a full and unconditional release (other than a condition of receipt of payment from the Contractor) of the State from liability in respect of such claim.

- O. Contractor shall adhere to all relevant FSSA Security Policies for any related activities provided to FSSA under this contract. Contractor is responsible for verifying that any subcontractors they engage will also comply with these policies. Any exceptions to these policies require written approval from the FSSA Privacy & Security Office.

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 and/or termination, 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 or is terminated; 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 until termination and shall endeavor to maintain them for any post-expiration/post-termination phase-in, phase out services pursuant to clause (B)(1) above.
- D. The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs and fees incurred within the agreed period after contract expiration or termination pursuant to clause (B)(1) above 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 if the State notified Contractor of the disputed payments prior to their due date for payment. Upon resolution of the dispute pursuant to paragraph C of this Section, all payments shall be made within thirty-five (35) calendar days.
- 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.

This information has been incorporated into Clause 12.

24. Indemnification.

The Contractor agrees to indemnify, defend, and hold harmless the State, its officials, and employees from all claims and suits including court costs, attorney's fees, and other expenses, in each case solely for third party claims arising from bodily injury, death or damage to real or

tangible personal property to the extent directly and proximately caused by the gross negligence or willful misconduct of the Contractor and/or its subcontractors, if any, in the performance of this Contract. The State will not provide indemnification to the Contractor.

As a condition to the foregoing indemnity obligation, the State shall provide the Contractor with prompt notice of any claim for which indemnification may be sought hereunder and shall cooperate with the indemnifying party in connection with any such claim. Subject to Ind. Code §4-6-5-3 and Ind. Code §34-13-3-14, the Contractor shall be entitled to control the handling of any such claim, except that the State shall have the right to participate in the defense and selection of counsel when issues of state law or policy are involved and pursuant to Ind. Code §4-6-2-11, no claim in favor of the State shall be compromised without the approval of the Governor and Attorney General, and such officers are hereby empowered to make such compromise when, in their judgement, it is the interest of the State so to do, and in the case of any such settlement, the Contractor shall obtain written release of all liability of the State, in form and substance reasonably acceptable to the State.

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 Division of Supplier Diversity 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:

IVB	PHONE	COMPANY NAME	SCOPE OF PRODUCTS and/or SERVICES	UTILIZATION DATE	PERCENT
IVB	(410) 533-6247	Vespa Group	Data conversion and development support	8/15/2021	3.00%

A copy of each subcontractor agreement must be submitted to the Division of Supplier Diversity 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-462, 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 Division of Supplier Diversity, as reasonably requested and in the format required by the Division of Supplier Diversity.

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 all such products or services are compatible with any of the technology standards found at <https://www.in.gov/iot/2394.htm> that are applicable, including the assistive technology standard. 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 pursuant to policy terms, and products or completed operations coverage (if applicable), with minimum liability limits not less than \$700,000 per person and \$1,000,000 per occurrence and \$2,000,000 in the aggregate unless additional coverage is required by the State. The State is to be included as an additional insured on a primary, non-contributory basis for any liability arising from the Contractor 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 \$1,000,000 per accident. The State is to be named as an additional insured on a primary, non-contributory basis with respect to Contractor's liability arising in connection with this Agreement.
 - 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 subject to continued commercial availability.
 - 4) Deleted.
 - 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 \$1,000,000 per claim and \$5,000,000 in the aggregate. The Cyber Liability coverage may be included in the Professional Liability coverage form.

The Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative industry standard Acord certificates 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 adversely modified without thirty (30) days' prior written notice to the undersigned State agency unless replacement coverage meeting the terms and conditions hereunder is obtained without lapse.
 - 5) The Contractor waives and agrees to require their insurer to waive their rights of subrogation against the State of Indiana, excluding Professional Liability and Cyber as permitted by law.
- 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 None.

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 the Division of Supplier Diversity 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 Division of Supplier Diversity certified MBE and/or WBE subcontractors will be participating in this Contract:

MBE/WBE	PHONE	COMPANY NAME	SCOPE OF PRODUCTS and/or SERVICES	UTILIZATION DATE	PERCENT
WBE	(260) 434-0991	Briljent	Provide end user training support	8/15/2021	4.00%
MBE	(317) 653-0112	STLogics	Provide Salesforce and MuleSoft implementation support to build the Family Portal, Child Care Provider and Educator Portal and Learning Management System	8/15/2021	6.36%
MBE	(515) 333-1942	Sondhi Solutions	Provide development, testing, and Help Desk support	8/15/2021	4.00%
WBE	(317) 418-5062	aFit Staffing, Inc.	Provide requirements gathering and testing support	8/15/2021	4.00%

A copy of each subcontractor agreement must be submitted to the Division of Supplier Diversity 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 the Division of Supplier Diversity, 402 W. Washington Street, Room W-462, 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 of Supplier Diversity 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 of Supplier Diversity certified subcontractor payments directly to the Division, as reasonably requested and in the format required by the Division of Supplier Diversity.

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:

Nicole Norvell
Office of Early Childhood and Out of School Learning
402 West Washington Street Room W362
Indianapolis, IN 46204
E-mail: Nicole.norvell@fssa.in.gov

- B. Notices to the Contractor shall be sent to:
Seth Mandel
Deloitte Consulting LLP
Salesforce Tower, 111 Monument Circle, Suite 4200
Indianapolis, IN 46204
E-mail: smandel@deloitte.com

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 #21-1945, (4) Contractor's response to RFP #21-1945, 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. For purposes of these terms "Contractor Information" means all works of authorship, materials, information and other intellectual property created prior to or independently of the performance of the Services or created by Contractor or its subcontractors as a tool for their use in performing the Services, plus any modifications or enhancements thereto and derivative works based thereon. To the extent that Contractor uses any Contractor Information, Contractor shall retain all right, title and interest in and to such Contractor Information, and except for the license expressly granted in this section, the State shall acquire no right, title or interest in or to such Contractor Information. Upon full and final payment by the State hereunder with regard to each of the Materials, Contractor hereby grants to the State a non-exclusive, non-transferable, perpetual, fully paid-up license to use, execute, reproduce and internally distribute copies of any Contractor Information delivered in connection with such Materials provided hereunder, solely for the State's internal business purposes and solely in connection with use of such 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 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. Claims shall be submitted for reimbursement in accordance with the specified Component Descriptions and Unit Descriptions defined on the State-generated FSSA Contract Claim Reimbursement Form. Costs are incurred on the date goods, services, and/or deliverables are satisfactorily provided in full and/or after a reimbursable expense has been paid. Reimbursement shall be based on actual goods, services and/or deliverables provided and/or actual reimbursable expenses previously paid. Claims shall be submitted to the State within sixty (60) calendar days following the end of the month in which goods, services or deliverable were provided and/or expenses were paid. The State has the discretion, and reserves the right, to not pay any claims submitted later than sixty (60) calendar days after a specific Contract Claim Reimbursement Form Item Description expiration date or termination of this agreement. Payment for claims submitted after that time may, at the discretion of the State, be denied.
- C. At the time that the final claim is submitted, all reconciliation issues must be resolved including the return of any incorrectly reimbursed monies or credits received for expenses previously reimbursed. Incorrectly reimbursed funds or credits received for expenses reimbursed will be returned immediately upon discovery as a direct payment, not credit, to the "State of Indiana." Each return of funds will be accompanied with a completed FSSA Contract Claim Reimbursement Form identifying specific Components to be credited (negative) and each associated month reported on the original reimbursement request. Payments and FSSA Contract Claim Reimbursement Forms will be submitted to FSSA Administrative Services using the address provided on the reimbursement form.
- D. Claims must be submitted with accompanying supportive documentation, as designated by the State. Incomplete claims submitted or claims submitted without supportive documentation will be returned to the Contractor and/or Grantee and not processed for payment. Failure to successfully perform or execute the policies and/or provisions made in this contract may result in the denial and/or partial payment of claims submitted for reimbursement.

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 Executive Order 05-07 and 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) Deliver the supplies or perform the services within the time specified in this Contract or any extension;
- 2) Make progress so as to endanger performance of this Contract;
- 3) Perform any of the other provisions of this Contract; or
- 4) Correct or cure any breach of this Contract.

Note that for all items listed above, 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.

- B. If the State terminates this Contract for Contractor's default, 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 of this Contract. 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, subject to Section 51, Limitation of Liability.

49. Work Standards.

The Contractor shall execute its responsibilities by following and applying at all times industry 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 *2021 OAG/ IDOA Professional Services Contract Manual* or the *2021 SCM Template*) in any way except as follows:

- 11. Condition of Payment.** *Modified.*
- 12. Confidentiality, Security and Privacy of Personal Information.** *Modified.*
- 13. Continuity of Services.** *Modified.*
- 16. Disputes.** *Modified.*

- 23. HIPAA Compliance.** *Incorporated into Clause 12.*
- 24. Indemnification.** *Modified.*
- 28. Insurance.** *Modified.*
- 36. Ownership of Documents and Materials.** *Modified.*
- 37. Payments.** *Modified.*
- 46. Termination for Default.** *Modified.*
- 48. Waiver of Rights.** *Modified.*
- 49. Work Standards.** *Modified.*

51. Limitation of Liability.

The Contractor, its subsidiaries and subcontractors, and their respective personnel shall not be liable to the State for any claims, liabilities, or expenses relating to this Contract or the Services ("Claims") for an aggregate amount in excess of (i) in the case of causes of action accruing during the design, development and implementation phase of the Services hereunder, the fees paid by the State to the Contractor for such phase of Services under this Contract, and (ii) in the case of causes of action accruing during the operations and maintenance phase of the Services, the amount equal to the maximum amount of fees payable for the full term of this Contract; except to the extent resulting from the recklessness, bad faith or intentional misconduct of the Contractor or its subcontractors. In no event shall Contractor, its subsidiaries or subcontractors, or their respective personnel be liable to the State for any loss of use, data, goodwill, revenues, or profits (whether or not deemed to constitute a direct Claim), or any consequential, special, indirect, incidental, punitive, or exemplary loss, damage, or expense relating to this Contract or the Services. In circumstances where any limitation on damages or indemnification provision hereunder is unavailable, the aggregate liability of Contractor, its subsidiaries and subcontractors, and their respective personnel for any Claim shall not exceed an amount that is proportional to the relative fault that the conduct of the Contractor and its subcontractors bears to all other conduct giving rise to such Claim.

52. Infringement of Patents and Copyrights.

A. Contractor will defend the State against a third-party claim that Work Product supplied hereunder infringes a U.S. patent or copyright. Contractor will pay resulting costs, damages and reasonable attorney's fees finally awarded provided that:

1. The State promptly notified Contractor in writing of the claim; and
2. Contractor has sole control of the defense and all related settlement negotiations.

B. The State shall have the right to participate in the defense where issues of State law or policy are involved. Contractor's obligation under this Section is conditioned on the State's agreement that if the Work Product, or the operation thereof is likely to become, the subject of a third party claim, the State will permit Contractor, at its option and expense, either to procure for the State the right to continue using such Work Product or to replace or modify the same so that they become non-infringing; and if neither of the foregoing alternatives is available on terms which are reasonable in Contractor's judgment, the State will return the Work Product on written request by Contractor.

C. The Contractor has no liability for any claim based upon the following:

1. The combination, operation, or use of Work Product supplied hereunder with any program or other material other than or in addition to programming supplied by the Contractor;
2. State modification of Work Product other than that directed or requested by Contractor or pursuant to this Contract, or Work Product's use in other than its specified operating environment;
3. Use by the State of a superseded or altered release or version of Work Product modified outside of the scope of this Contract;

4. Use of the Work Product by the State other than in accordance with its published specifications, if any; or
5. The infringement resulted from implementing technical specification(s) mandated by the State.

The foregoing states the entire obligation of Contractor with respect to infringement of patents and copyrights.

53. Duties of the State.

The State shall cooperate with the Contractor in the performance of the Services, including, without limitation providing the Contractor with reasonable facilities and timely access to data, information and personnel of the State. The State shall be responsible for the performance of its employees and agents and for the accuracy and completeness of all data and information provided to the Contractor hereunder. The parties acknowledge and agree that the Contractor's performance is dependent upon the timely and effective satisfaction of the State's responsibilities hereunder and timely decisions and approvals of the State in connection with the Services.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

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.**

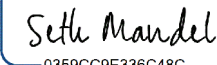
Agreement to Use Electronic Signatures

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://fs.gmis.in.gov/psp/guest/SUPPLIER/ERP/c/SOI_CUSTOM_APPS.SOI_PUBLIC_CNTRCT S.GBL

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.


DELOITTE CONSULTING LLP

DocuSigned by:
By 
0359CC9E336C48C...

Title: Principal

Date: 8/23/2021 | 22:23 EDT

Indiana Family and Social Services
Administration, Office of Early Childhood
and

DocuSigned by:
By 
2F66DDC2806E45B...

Title: Director

Date: 8/24/2021 | 07:40 EDT

Electronically Approved by: Indiana Office of Technology By: _____ (for) Tracy E. Barnes, Chief Information Officer	Electronically Approved by: Department of Administration By: _____ (for) Rebecca Holwerda, Commissioner
Electronically Approved by: State Budget Agency By: _____ (for) Zachary Q. Jackson, Director	Electronically Approved as to Form and Legality by: Office of the Attorney General By: _____ (for) Theodore E. Rokita, Attorney General

EXHIBIT 1—SCOPE OF WORK

OECSL Software Systems

1. INTRODUCTION

The Indiana Family and Social Services Administration (FSSA) Office of Early Childhood and Out-of-School Learning (OECSL), requires the Contractor to implement a new comprehensive and fully integrated system ("System"). This System shall include the following functional areas ("Functional Areas"):

1. **Family Portal:** Self-service portal designed for families to use to apply for child care and pre-kindergarten (pre-K) assistance subsidies. This portal shall, at minimum, have the capabilities to:
 - a. Allow families to apply for multiple child care and pre-K assistance programs through one application;
 - b. Allow families to schedule appointments;
 - c. Provide a mechanism for two-way communication between OECSL and families;
 - d. Allow for families to upload documentation to substantiate their eligibility for child care and pre-K assistance subsidies;
 - e. Receive information about their application/case status;
 - f. Send initial notification to appeal any findings related to eligibility determination; and
 - g. Provide ongoing updates regarding changes in their life circumstances such as address, phone number, etc.
2. **Child Care Provider and Educator Portal:** Self-service portal designed for eligible child care providers and child care educators to:
 - a. Apply for licensure;
 - b. Complete all required documentation including document submission;
 - c. Upload files;
 - d. Request a background check;
 - e. Manage relationships or associations/links between users;
 - f. Provide a mechanism for two-way communication between OECSL and the user;
 - g. Send initial notifications to appeal any negative actions taken against provider licenses or registrations
 - h. Request technical assistance and access needed trainings;
 - i. Receive information about their status; and
 - j. Provide ongoing updates regarding changes to information such as phone numbers, hours of operation, days of operation, etc.
3. **Case Management System:** Case Management and significant business rules engine functionalities with customized workflows associated with 1) Family Eligibility Determination, 2) Regulations and Enforcement, and 3) Quality Improvement. This system shall also be able to support either correspondence management or provide customer relationship management (CRM) functionality. The system shall also include the following primary functional areas:
 - a. Determine family eligibility for various child care and pre-K assistance subsidies and provide payment vouchers for those subsidies;
 - b. Monitor actions taken by child care providers that would lead to the issuance of a license or registration;
 - c. Monitor compliance of approved providers;
 - d. Complete national criminal history background checks;
 - e. Appeal any negative action;

- f. Maintain record management; and
 - g. Support the training and technical assistance systems for child care programs.
4. **Learning Management System (LMS):** Learning management system (LMS) that supports the training, technical assistance, and growth of early childhood education programs. The system shall be capable of integrating with the case management system and accessible through the self-service child care provider and educator portal through single sign-on. This system shall have the capabilities to support virtual communities of practice and asynchronous trainings.
 5. **Business Intelligence and Reporting:** Self-service business intelligence and analytics with reporting capabilities necessary for State and Federal compliance. Near real time reporting and transmission of data into the State's data warehouse is required. Additional requirements are set forth in this Scope of Work.

The Contractor shall provide all five Functional Areas of the Contractor's System listed above. However, the State reserves the right to not include the (1) Family Portal, (2) Child Care Provider and Educator Portal, and (4) Learning Management System (LMS) Functional Areas in the final System. If the State decides not to include one or any of these three Functional Areas in the System, the parties shall adjust the design to allow the System to interface with the applicable current State systems. If the State decides not to include one or any of these three Functional Areas in the System, the Contractor shall work with the State via the change control process to mutually agree upon scope, schedule, and cost impacts.

It is the State's preference that the Prime Contractor provide the main design, development, and implementation (DDI) services for both the (3) Case Management System and (5) Business Intelligence and Reporting Functional Areas, as opposed to subcontracting the DDI of these Functional Areas. The Prime Contractor shall, at a minimum, provide the DDI services for either the (3) Case Management System Functional Area or (5) Business Intelligence and Reporting Functional Area.

In addition to implementing a System with these Functional Areas, the Contractor shall also provide maintenance and operations (M&O) for the implemented System.

Ultimately, this fully-integrated, interactive System shall have robust functionality for internal and external users and shall accomplish, at a minimum, all of the goals set forth in Section 2 Purpose of the Contract below, in order to provide our families, educators, and staff a best-in-class experience.

2. PURPOSE OF THE CONTRACT

It is the intent of this Contract to maximize efficiencies by implementing a fully-integrated system that shall function as a configurable platform that incorporates best practices and is flexible enough to allow changes to be managed by configuration as much as possible in order to minimize the need for customizations that require code changes. The System shall allow all OECOSL's departments and operational partners to access information through a centralized integrated database.

OECOSL's software operating systems at the time of Contract execution are separated between provider regulation and child care subsidy administration. Both software systems were implemented before OECOSL took on expansive additional administration duties. Consequently, the systems no longer fully meet OECOSL's needs. Significant enhancements to the systems have taken place in order to allow OECOSL to administer its programs and demonstrate compliance with federal and State regulations. However, because the software systems were not architected for all of OECOSL's programs, many workarounds are required, causing inefficiencies for OECOSL. The new System shall remedy these issues by supporting the reduction of burdens on stakeholders, complying with all

current and via the change process future federal and State laws, and improving data, analytics, reporting, and overall OECOSL service provision and efficiency.

The Contactor shall provide all infrastructure and software maintenance, conversion, and support as described in the Scope of Work. The System shall be cloud-hosted.

The next-gen, fully-integrated, interactive System shall support the functionality for internal and external users and shall support the following goals, by meeting the requirements set forth in this Scope of Work:

- Reduce administrative burdens on the populations OECOSL serves and on OECOSL staff through the provision of new features and enhanced customer services/support such as providing for 1) completely virtual interactions between staff and the populations it serves, 2) user interfaces for staff and the populations OECOSL serves that guide users visually through the System using a human-centric design, 3) paperless document uploads and communications with staff and customers, and 4) support OECOSL's effort towards cost savings due to increased efficiency that will result from having a system that is fully-integrated and that produces accurate results with robust and configurable staff workflows;
- Allow for greater self-service options for child care providers to request technical assistance, access and complete trainings and connect virtually with other child care providers in order to enhance their skills in educating young children;
- Fulfill operational requirements; comply with current and via the change process, new federal and State laws without the significant expenditure of time and money to make modifications or workarounds to the System including a system architecture that allows for the addition or expansion of child care assistance eligibility determinations without requiring the architecture to be redesigned;
- Near real-time access to data analytics and visualizations, which will allow OECOSL to make data-driven decisions, to support improvement of the quality of its services, and to provide greater reporting, including, but not limited to, providing reporting functions that allow for timely policy decisions and audit functions around improper payments and fraud and reporting functions that allow for timely policy decisions around federal updates regarding background checks;
- Provide information and functionality for OECOSL to support OECOSL's goal of controlling its budget and spend for each type of child care subsidy that OECOSL pays including 1) statewide prioritized waitlists for child care subsidy applications by subsidy type, 2) biweekly or monthly accounting engine runs that will unencumber unused money on existing individual subsidy cases based on business rules, and 3) applying that unencumbered money to child care subsidy applications that are on the waitlist according to business rules.

3. CONTRACTOR MANDATORY MINIMUM REQUIREMENTS

The Contractor shall meet the following requirements:

- Is able to meet all applicable State and Federal requirements identified during design and then via change control for any changes that occur after design and before implementation.

4. ABOUT OECOSL

This Section 4 ("About OECOSL") and all of its subsections provides background information about OECOSL for informational purposes only and does not indicate contractor scope for this Scope of Work.

OECOSL's mission is to provide parents with informed child care choices that will aid their children's health, safety, and future success in school. In order to accomplish this mission, OECOSL manages programs that oversee the early education, development, and care of children in child care and pre-K assistance programs. OECOSL is also

responsible for the licensing of early education programs that include child care homes and centers and public, private, and charter schools that support early education, registering unlicensed child care ministries, determining when providers are eligible to receive child care and pre-K assistance subsidy payments, and licensing the pre-K program sites. In addition, OECOSL is responsible for administering a variety of regulations related to child care providers and child care educators in the State of Indiana including background checks, inspections, and training and professional development requirements. OECOSL administers a variety of quality improvement, outreach, and technical assistance programs for families, child care providers, and child care educators, as well as Indiana's Strategic Plan for improving early childhood education and various strategic initiatives aimed at improving child care capacity, quality, decision-making, access, and collaboration. Visit <https://www.in.gov/fssa/2552.htm> for more information.

One of the programs that OECOSL administers is the Child Care Developmental Block Grant (CCDBG), a Federal program operated by the Department of Health and Human Services Administration for Children and Families. CCDBG funds numerous initiatives designed to help qualifying parents pay for child care and to improve the quality of child care and education and out-of-school time programs. Through this Federal partnership, the State provides child care assistance to low-income families and parents in education or training programs. In 2014 the CCDBG was reauthorized by Congress, adding many new requirements for all states to complete. Compliance with the new requirements has been phased in over the last several years and Indiana will be monitored on implementation progress beginning in 2020. Visit <https://www.acf.hhs.gov/occ/ccdf-reauthorization> for more information. In addition to these added requirements, OECOSL's functions have recently expanded to include the administration of complicated new programs to include programs such as On My Way Pre-K, which brought with it new child care provider types, new funding sources, and a blending and braiding of federal and state funds. As defined by the Federal government, the goals of the CCDBG program are to allow flexibility in developing child care programs and policies to best suit the needs of children and parents within the State, to promote parental choice, to assist parents in making informed child care choices, to assist parents with child care who are trying to achieve independence from public assistance, and assist in implementing the health, safety, licensing, and registration standards established by state regulations. OECOSL's divisions work tirelessly to continuously meet those goals and need a new software system that can provide the functions needed to do so.

4.1 Child Care and Pre-K Assistance Programs Overview

One of the main functions that OECOSL performs to fulfill its mission and goals involves accepting applications for federal or State-funded child care or pre-K assistance, determining eligibility of families for assistance, and paying out assistance or subsidies. Two large programs account for the majority of the child care and pre-K assistance that OECOSL pays. The Child Care and Development Fund (CCDF) voucher program helps low-income families obtain child care so that they may work or attend school. Visit <https://www.in.gov/fssa/carefinder/3900.htm> for more information about CCDF.

The On My Way Pre-K (OMWPK) program awards grants to four-(4)-year-old children from low-income families so that they may have access to a high-quality pre-K program the year before they begin kindergarten. Visit <https://www.in.gov/fssa/carefinder/4932.htm> for more information about the On My Way Pre-K program. Families who are determined to be eligible for child care or pre-K assistance may use the awarded subsidy at any child care provider that is approved to receive CCDF or OMWPK program subsidy payments. Eligible families must meet certain requirements including Indiana residency, parents/guardians must demonstrate a need for child care (examples include but are not limited to, the parents are working or attending school), and varying income requirements based on the Federal poverty

level schedule. Applications for assistance are placed on a waitlist based on first come, first serve with the exception of priority cases, which are often referred from Temporary Assistance for Needy Families (TANF), Supplemental Nutrition Assistance Program (SNAP), Child Protective Services, and other State benefit or assistance programs. Multiple eligibility scenarios exist and are situation-dependent based upon a combination of significant pre-defined factors. Some families that are eligible for OMWPK may also be eligible for CCDF during breaks in the pre-K school schedule or extending into the summer before kindergarten.

Activities here include accepting applications for assistance, conducting virtual interviews, assessing documents provided to prove eligibility (identity, residence, etc.), determining eligibility, making payments, prioritizing applications for work in view of limited funding, understanding and incorporating school calendars and family situations into eligibility determination and structure of assistance/payments, issuing appealable decisions, conducting Quality Assurance (QA) assessments on eligibility determinations and payments, providing holistic support and advice to families tailored to their specific situations, and conducting research on individuals within a Family. Redeterminations of eligibility, extensions, changes, and maintenance based on Family changes, assistance expiration dates, Child Care Provider changes, combinations with other assistance programs, and other circumstances are contemplated here. Eligible Families are issued Hoosier Works for Child Care cards, which are subsidy-tracking devices that families swipe on an information-gathering device at their chosen child care provider location.

In order to complete these activities, OECOSL Central Office handles some activities and works with its contracted Eligibility Offices to complete other activities. The OECOSL Central Office manages assistance wait lists at the State level, manages all functions and troubleshooting of administration issues at the State level, and manages the budgets for payments of assistance subsidies for the various programs. Eligibility Offices are responsible for the successful administration of intake services for child care and pre-K assistance applications in each county in the State of Indiana. These Eligibility Offices work closely with community partners and other social services agencies within the Indiana counties for which they are contracted. Examples of these community partners and social services agencies include, but are not limited to, local Indiana Manpower and Comprehensive Training (IMPACT) Service Providers and the Child Care Resource and Referral (CCR&R) Agencies. Visit https://www.in.gov/fssa/files/CCDF_Eligibility_Office_Map.pdf for information about Eligibility Offices. Responsibilities of Eligibility Offices include, but are not limited to:

- Intake of Family applicants, documents, priority referrals
- Determination of how Family should apply for assistance (one application v. two separate applications based on Family's situation, for example)
- Eligibility determination
- Maintenance of the various program waiting lists and priority lists at the county level
- Enrollment of eligible children with Child Care Providers
- Referral of CCDF and OMWPK families and prospective CCDF and OMWPK providers to their local CCR&R Agency
- Issuance of Hoosier Works for Child Care cards or relevant subsidy tracking devices over the counter and via mail, which are provided by OECOSL's Payment System
- Provision of information to Families regarding the use of Hoosier Works cards or relevant subsidy tracking devices
- Maintenance of accurate and up-to-date case file data and documents, including daily data entry and document scanning

- Supplying families with consumer education materials provided by the State
- Data entry into the Automated Intake System (AIS) program database (see Section 5.1.3.2 for description of AIS)
- Utilization of State-supported internet-based software and State forms
- Quality assurance of Family determinations, enrollments, recertifications, and client file updates
- Extensive reporting of data and compliance with program regulations and policy

4.2 **Child Care Provider and Educator Licensing, Regulation, and Enforcement Overview**

OECOSL is also responsible for determining and enforcing compliance by Child Care Providers and Child Care Educators with state and federal regulations including proper licensing, registration, and child care and pre-K assistance program certification. As such, OECOSL inspects and monitors for compliance over 4,000 different programs, conducting over 6,000 annual visits. Activities include completing on-site inspections, gathering and assessing inspection reports from other Indiana government monitoring and enforcement governing bodies, granting Child Care Provider license applications, providing guidance and training, monitoring compliance with completion of required Child Care Provider and Educator training requirements, conducting research on providers and child care educators including determining connections between providers and educators, performing quality assurance (QA) assessments on determinations, issuing appealable decisions, levying fines, shutting facilities down due to non-compliance, reinstating licenses, and other related functions. The OECOSL Central Office background check team completes in-State and out-of-State consents to complete background checks, processing of background checks, and completing background checks for child care providers and child care educators. Child care provider licensing and regulation work is completed by staff whom are located all over the State of Indiana. Visit https://www.in.gov/fssa/files/CCDF_Eligibility_Office_Map.pdf for more information about child care provider regulation and <https://www.in.gov/fssa/carefinder/5480.htm> for more information about background check requirements.

4.3 **Policy, Outreach, and Education Programs Overview**

OECOSL administers a variety of quality improvement, outreach, and technical assistance programs for families, child care providers, and child care educators, as well as Indiana's Strategic Plan for improving early childhood education and various strategic initiatives aimed at improving child care capacity, quality, decision-making, access, and collaboration, in order to fulfill its mission and goals. Each of the areas below utilize training resources, many of which are housed in one of OECOSL's Learning Management Systems, and training results are viewed and tracked in OECOSL's professional development registry.

4.3.1 **Paths to QUALITY™ (PTQ) Program**

PTQ is a voluntary program open to all regulated early childhood programs. It is a four-level system where each level builds on the foundation of the previous one, resulting in significant quality improvements at each stage and resulting in national accreditation at the highest level, PTQ Level 4. The program's goals are to assist parents in locating quality early childhood programs and to improve the overall quality of early childhood care and education in the State. For more information on PTQ, visit <http://www.in.gov/fssa/2554.htm>.

Activities here include accepting Child Care Provider applications for enrollment into PTQ, conducting observations and quality rating visits, corrective processes to rectify PTQ standard insufficiencies, issuing appealable decisions, reporting performance metrics to governing bodies, and providing support, training,

and technical assistance to providers based on their individual PTQ level. Various administrative tasks such as inactive status, appeals, data change requests, and provider fast tracking considerations would need to be made here. Categorization of providers who are maintaining levels or advancing in their PTQ level is also a key function of this system. Upon completion of a rating visit, the rater will assign a PTQ level based upon observed compliance with PTQ standards, and these PTQ levels are approved by OECOSL. OECOSL Central Office staff have a critical need for automated and ad hoc reporting functions related to PTQ activities.

4.3.2 Technical Assistance (TA) Program

Technical Assistance (TA) services are provided to child care providers across the State of Indiana. For more information, visit <http://indianasapark.com/>. All providers are eligible to receive TA, but PTQ standards are the core practices that drive the TA process and help to advance child care providers through the levels of PTQ. The TA tiered approach begins with high-quality universal TA and instruction available to all early childhood programs. Within the three tiers, programs are provided with supports and TA at increasing levels of intensity, based on their needs. These services may be provided by a variety of personnel, and in different modalities. Key TA services include:

- Providing a process for Self-Assessment and identification of programs' TA needs;
- Providing TA staff to help programs complete the Self-Assessment and address any other needs;
- Developing a training approach that ensures that the program staff are knowledgeable in their job functions;
- Providing TA to early childhood programs to ensure they meet the standards outlined by OECOSL;
- Creating a process of TA services that demonstrates reliability amongst TA coaches and other TA staff; and
- Collaborating with OECOSL in the development, updating, and implementing of policies and procedures related to TA services

4.3.3 Child Care Resource and Referral (CCR&R) Program

The Indiana CCR&R Program is a Federal and State funded program that provides resources to families, early childhood programs, and communities to create a strong statewide network of Child Care Resource and Referral services. CCR&R work is divided into five Service and Delivery areas. For more information visit <http://brighterfuturesindiana.org/local-help-for-finding-child-care-2/>.

CCR&R services provide resources to families, child care providers, and communities to lay groundwork in local communities for a strong early childhood system. The overall function of each local CCR&R agency is to provide family and community outreach and quality improvement activities inside each individual CCR&R Service Delivery Area (SDA). The CCR&R agencies operate based on four core services including:

- Parent education and referral support;
- Program services;
- Public awareness and engagement; and
- Data collection and analysis.

Key activities include:

- Tracking a variety of referrals of parents to child care providers based upon their needs and their children's needs;
- Tracking TA activities relative to these referrals;

- Tracking community outreach and engagement to families, educators, and providers;
- Assisting communities and providers in increasing the amount of child care available;
- Conducting consumer education activities; and
- Collecting data pertinent to child care, pre-K, and out-of-school time programs, particularly around quality, affordability, and accessibility.

4.3.4 Professional Development Scholarship Program

OECOSL funds scholarships for early childhood education teachers, called TEACH Scholarships. TEACH links education, compensation, and commitment to improve the quality of early care and education experiences for young children and their families. TEACH has limited eligibility criteria, but supports the attainment of the Child Development Associate Credential (CDA), as well as Associate's and Bachelor's degrees in early childhood education. For more information, visit <https://inaeyc.org/programs/teach>.

Activities here include determining eligibility of families through verification of eligible employers (registered or licensed Child Care Provider), verification of eligible Child Care Educator, and tracking of the early childhood workforce who have attained post-secondary degrees and/or credentials.

4.3.5 NDS (National Data System) for Child Care, NACCRRAware

NDS is a variety of integrated, user-friendly applications and services provided by Childcare Aware of America that facilitates the work of CCR&Rs. All applications and services are available through a single point of access which includes NACCRRAware – an application that generates child care referrals and reports, and manages provider, client, community and group data.

Activities here include the identification and development of the data fields needed to be ingested by the OECOSL CMS and migrating (or defining the best strategy) to transform and load the applicable NACCRRAware data to the CMS system. In addition to OECOSL and the providers, this data should be made accessible to the CCR&Rs.

4.3.6 Customer Service

OECOSL uses a third-party partner to provide call center and customer support services for the populations it serves. The call center's duties include providing front-line support to customers using OECOSL's public-facing software systems including Early Ed Connect, ILEAD, and various training websites, as well as broader customer support and referral services.

5. **CURRENT AND DESIRED "TO BE" STATES**

5.1 Current State

5.1.1 Overview

OECOSL's software systems at the time of Contract execution are separate systems that either provide interfaces or one-way information pushes to another system. The internal systems are Child Care Information System (CCIS) and Automated Intake System (AIS). Both systems were implemented before OECOSL took on additional program and administrative duties. Early Ed Connect, or EEC, (<https://earlyedconnect.fssa.in.gov/onlineApp/home>) is a public-facing portal that provides an online application for child care and pre-kindergarten subsidies, sends information to AIS and to OECOSL's monitoring system. OECOSL's monitoring system, which is not a part of this Contract, stores scanned documents, keeps case "files", and provides a workflow and mechanism to complete some QA functions. I-

LEAD (<https://secure.in.gov/apps/fssa/childcare/portal/home>) is a public-facing portal that provides certain functions for child care providers and educators, interfaces with CCIS and OECOSL's learning management software. None of these systems are fully integrated with each other at the time of Contract execution. Significant enhancements to the systems have taken place in order to allow OECOSL to administer its programs and demonstrate compliance with federal and State regulations. However, because the software systems were not built for all OECOSL's programs, many workarounds are required, causing inefficiencies within OECOSL operations, as well as a reliance on paper and manual processes.

OECOSL's software systems at the time of Contract execution include interfaces with several other systems, including:

Interface	Direction	Frequency	Notes
Indiana Department of Homeland Security's Public Safety Portal	Bidirectional between CCIS and Indiana Department of Homeland Security	Trigger-based	The Public Safety Portal houses the State Fire Marshall Code Enforcement System, which is the specific part of the Portal with which CCIS interfaces. https://www.in.gov/dhs/3731.htm
Indiana Department of Education	Bidirectional between CCIS and the Department of Education's system	Trigger-based	https://www.doe.in.gov/
GovDelivery Communications Platform	Single direction inbound from CCIS and AIS to GovDelivery	Trigger-based and schedule-based	GovDelivery is a communications, text, and email management platform (SMS, TMS included) by Granicus. https://www.in.gov/core/gov-delivery.html
Monitoring System	Single direction from AIS to Monitoring System	Trigger-based	Monitoring System is a Cardinality platform
State Data Warehouse	Single direction from AIS and CCIS to the data warehouse	Daily	The State's Data Warehouse is hosted at the State of Indiana on servers.
Child Care Finder	Single direction from CCIS to Child Care Finder	Daily	Child Care Finder is a consumer education website that provides information about locations of child care providers, regulatory information, and other information in a map view. https://www.in.gov/fssa/childcarefinder/

Payment System	Bidirectional between AIS and the Payment System using a VPN tunnel	Varies depending on the data being exchanged; hourly, daily, weekly, and biweekly data shares occur	The Payment System at the time of Contract execution is EPICC by Conduent.
Indiana Eligibility Determination Services System (IEDSS)	Bidirectional between IEDSS and AIS	Trigger-based (user selects "search" within AIS)	AIS contains functionality to search for RID numbers through an interface with IEDSS; IEDSS returns possible matches; OECOSL staff can either select from the possible matches or select to create a new RID number; identifying information is sent to IEDSS, where a new RID number is generated and returned to AIS.
SPARK Learning Lab	Single-sign on between SPARK and new system		SSO will allow providers to use the same credentials to log into both the new OECOSL system and the existing SPARK system.
SPARK Learning Lab	Bidirectional between SPARK and new system	Trigger-based	Various trigger-based information exchanges between systems to support knowledge sharing and cross functional activities between SPARK and the new system.

The above table in Section 5.1.1 constitutes the total list of potential interfaces. The final list will be determined during discovery.

The frequency of data pushes related to each interface varies, with many hourly, daily, weekly, biweekly, and trigger-based data pushes occurring.

5.1.2 Current System Architecture

The Contractor shall adhere to IOT current system architecture requirements as document in Exhibit 4 the State's Information Security Framework, and the Indiana Office of Technology's Cloud Product and Service Agreements.

5.1.3 Current System Description Overview

5.1.3.1 *Child Care Information System Overview*

Child Care Information System (CCIS) is a stand-alone, web-based system that tracks the licensing and registration of regulated child care providers in the State. CCIS is not a public-facing system. Internal users enter information manually into CCIS. It is used to collect and track data regarding program compliance including Child Care Provider license status, the status of unregulated Child Care Providers, Child Care Provider inspection results, Child Care Provider and Educator background check results, PTQ information, training information (professional development registry), and other information like expenditures of certain funds.

CCIS provides information to AIS (described below) to ensure that child care assistance-eligible Families are matched only with Child Care Providers who are eligible to receive child care assistance subsidy payments. Information is also provided to the Monitoring system (described below). CCIS maintains interfaces with external systems from Indiana State Fire Marshal, Indiana Department of Education, and Internal Revenue Service for data verification purpose, as well as with ILEAD and LMS. Currently, CCIS is hosted by a third-party vendor with State-owned hardware.

5.1.3.2 *Automated Intake System (AIS) Overview*

AIS is a stand-alone, web-based application that is used to maintain data on approximately 55,000 children, 30,000 families, and 5,000 providers each year. This system is used by Eligibility Offices and OECOSL Central Office staff. AIS is not a public-facing system. Eligibility Specialists who work at Eligibility Offices enter child care assistance application information into AIS manually during interviews with Families who wish to apply for child care assistance. Alternatively, Families can apply for child care assistance through Early Ed Connect (described below). A business rules engine inside AIS determines eligibility on applications entered into AIS. This engine runs several times at various stages. Family applicants are interviewed by Eligibility Offices in person or over the phone. Documents are collected from Families, physically scanned into the Monitoring system and AIS, and reviewed as part of the eligibility determination process. Applications are routed to various wait lists or priority lists based on the circumstance of a given application. Wait lists cannot be viewed at the State level. Instead, they are viewed at the county level manually and in conjunction with the manual budgeting process described below.

When an application is ready to come off of the wait list so that the Family can receive child care assistance, the OECOSL Central Office **must** perform some manual work and the current vendor **must** perform some manual work to allow applications to come off of the wait list. Eligibility Offices then use AIS to create payment “vouchers” that are tied to the child care assistance subsidy for which a Family is eligible, to the Child Care Provider chosen by the Family that is eligible to receive the child care assistance subsidy, and sometimes to a school calendar. Multiple voucher types, child care assistance program types, and other scenarios can result for a single child in a Family on a single child care assistance application. Once child care assistance subsidy vouchers are created, information is sent to OECOSL’s Payment System (described below) for processing of payment. The State manually manages budget and funding information needed to determine how much money is available for each child care assistance program. That information is routinely compiled manually so that OECOSL can determine how many applications from the wait list or priority lists it can fund.

AIS interfaces with a paper document scanning system that consists of 15 scanning stations at Eligibility Offices. Documentation for every case is scanned manually into AIS and into the Monitoring system. AIS maintains interfaces with other State benefit systems to obtain information about certain

applications and with the Payment System (described below). AIS receives information from CCIS and interfaces with the Monitoring system and Early Ed Connect. Currently, AIS is hosted with State-owned hardware by a third-party vendor.

5.1.3.3 Early Ed Connect (EEC) Overview

EEC is a public-facing portal where Families seeking child care or pre-K assistance can file a single online application. EEC interfaces with AIS and with OECOSL's Monitoring system (described below). Applications are submitted by Families inside of EEC along with document uploads, at which point information from the applications is sent to AIS for processing by an Eligibility Office. EEC was released to the public in March 2020. EEC pre-screens Families and provides communication regarding their potential eligibility for child care assistance funds through a real-time interface with AIS. EEC is hosted at the State of Indiana on State hardware but is maintained by a third-party vendor.

The Contactor shall replace EEC with the new System's Family Portal Functional Area. However, the State reserves the right to not include this Functional Area in the final System. If the State decides to exclude this Functional Area, the Contractor shall develop an interface between its System and EEC, instead of replacing EEC. If the State decides not to include this Functional Area in the System, the changes to the included Functional Areas would be agreed to via the change process.

5.1.3.4 Indiana Licensing & Education Access Depot (I-LEAD) Overview

I-LEAD is a public-facing Child Care Provider and Child Care Educator license and regulatory management portal. It interfaces with CCIS and Indiana Learning Paths, which is a Topyx learning management platform for Child Care Providers and Child Care Educators. I-LEAD allows for some processing of licensing functions, background checks, and professional development.

The Contractor shall replace I-LEAD with the new System's Child Care Provider and Educator Portal Functional Area. However, the State reserves the right to not include this Functional Area in the final System. If the State decides to exclude this Functional Area, the Contractor shall develop an interface between its System and I-LEAD, instead of replacing I-LEAD. If the State decides not to include this Functional Area in the System, changes to the included Functional Areas would be agreed to via the change process.

5.1.3.5 Monitoring System

The Monitoring system is an internal system that allows OECOSL to review information scanned into AIS to be reviewed to ensure that federal child care assistance program dollars are being spent properly. Quality Assurance reviews are completed by looking at the scanned data from AIS and documenting the findings in the Monitoring system. A new system is being developed at this time by a State contractor using a Cardinality solution and will be implemented in the next year.

5.1.3.6 Payment System

OECOSL's Payment System, which is currently a Conduent solution called EPPIC, takes information from AIS and uses it to make payments of child care and pre-K assistance subsidies. The payments are made directly to the Child Care Provider where the Family receiving the child care assistance is enrolled. The Payment System includes payment logic to account for a Family's weekly attendance at the Child Care Provider's program. Generally, a Family uses a swipe card, called a Hoosier Works for Child Care card, to log attendance at the Child Care Provider's program.

The Payment System includes a Child Care Provider-facing portal and a Family-facing portal, as well as an OECOSL Central Office administrative portal. Additional functions provided by the Payment System include Child Care Provider enrollment into the Payment System, Family options for entering attendance of their children at the Child Care Provider's program, capturing of attendance for payment, entering of late attendance, processing of child care assistance subsidy payments to Child Care Providers, adjustments to Child Care Provider payments, ability to appeal payments through the Child Care Provider Portal, ability to approve or deny a Child Care Provider's request for attendance payments through the Family portal, ability to review case-level payment information by Family and by Child Care Provider.

5.1.3.7 Learning Management Systems (LMS)

Child Care Providers and Child Care Educators can access learning materials and gain certifications by utilizing the Learning Management Systems (LMS) made accessible by the State. These are web-based portals used to plan, implement, and evaluate a specific learning process. OECOSL has multiple LMS. Additionally, OECOSL provides credit for trainings taken outside of one of OECOSL's LMS. Trainings are matched to a Child Care Educator and are retained in OECOSL's professional development registry, which is housed inside of CCIS.

The Contractor shall replace the current Learning Management Systems with the new System's Learning Management System Functional Area. However, the State reserves the right to not include this Functional Area in the final System. If the State decides to exclude this Functional Area, the Contractor shall develop interfaces between its System and the current Learning Management Systems, instead of replacing the current Learning Management Systems. If the State decides not to include this Functional Area in the System, the changes to the included Functional Areas would be agreed to via the change process.

5.1.3.8 Budget and Waitlist Process

The budget and waitlist functions at the time of Contract execution are based on manual reports and processes between three separate systems – the State's accounting software, AIS, and the Payment System.

1. State Accounting Software

The State's accounting software is Peoplesoft Financials and is not integrated with any of OECOSL's systems (accounting software is not in scope of this Contract). It maintains the ledger for the buckets of child care and pre-K assistance subsidy funding. This ledger is completed at the macro level, noting only the amount of funding available in each bucket and the total amount subtracted from that specific bucket every other week for the payment of child care or pre-K assistance subsidies. Ledgers are maintained by federal fiscal year.

2. AIS Wait List

OECOSL receives more applications for child care and pre-K assistance subsidies than it can fund at any given time. As a result, once a child care or pre-K assistance application is processed by an Eligibility Specialist, it is generally placed on the appropriate wait list until funds become available for that application.

Because subsidy awards are usually for 53 weeks, paid out in biweekly installments based on business rules, the wait can be several months or longer. Applications with special priority paperwork are served within five business days and are not placed on a wait list.

Several times per year, OECOSL will complete what is referred to as an “open enrollment,” where the OECOSL Central Office uses existing macro budget information from the State’s accounting software and reports from AIS to determine how many child care and pre-K assistance applications can be pulled off of the wait list so that the Families who filed those applications can be given subsidies. This analysis is done at the county level, meaning that the number of applications that will come off of the waitlist is determined on a county-by-county basis. Then, OECOSL Central Office directs vendor staff whom support AIS to determine which applications from a given wait list were “next in line” by county and to make changes in AIS to allow those applications to come off of the wait list. Time and date stamp of applications is an important part of this determination. Once the applications are off of a wait list, each county Eligibility Office processes those applications and creates vouchers for payment of the child care and pre-K assistance subsidies. A Family receives a swipe card for the subsidy vouchers, called Hoosier Works for Child Care, that it can swipe daily at its Child Care Provider’s location when the Family drops off children on a special swipe card reader. This swipe card reader provides information to the Payment System about the Family’s attendance and usage of the subsidy vouchers so that the Payment System can determine how much of the Family’s child care or pre-K assistance subsidy to pay the Child Care Provider.

For an “open enrollment” mentioned above, OECOSL Central Office receives information from the vendor supporting AIS that allows OECOSL to determine approximately how much money in each large subsidy funding bucket to encumber for the future payment of subsidies. The information used to make this determination includes the number of Families on various subsidies and the amounts of subsidy vouchers for each 53-week subsidy period in order to ensure that OECOSL has enough money to pay for all 53 weeks of each Family’s subsidy.

3. Interface with Payment System

AIS regularly sends a file containing information about the Family, the subsidy voucher information, and Child Care Provider information to the Payment System so that the Payment System knows which individuals to pay. The Payment System runs its business rules engine, which determines how much money to pay a Child Care Provider for a Client’s subsidy voucher based on data points provided by AIS, child attendance information, and other information. The Payment System provides hourly and daily “activity” files showing the swipe card information back to AIS, and the information is used by AIS to stop processes or limit an Eligibility Specialist’s ability to take actions on a Family’s case in AIS based on business rules.

The Payment System pays Child Care Providers for Families’ use of subsidy vouchers once every other week. The payments are usually for dates three to four weeks in the past. The Payment System applies the business rules engine mentioned above and prepares two payment files. The first payment file is a macro level file showing the total amount to be paid, and this file is provided to the State’s accounting staff. The second file provides line item detailed payment information, and this file is transmitted to AIS. AIS stores the file in its data warehouse, where it combines the

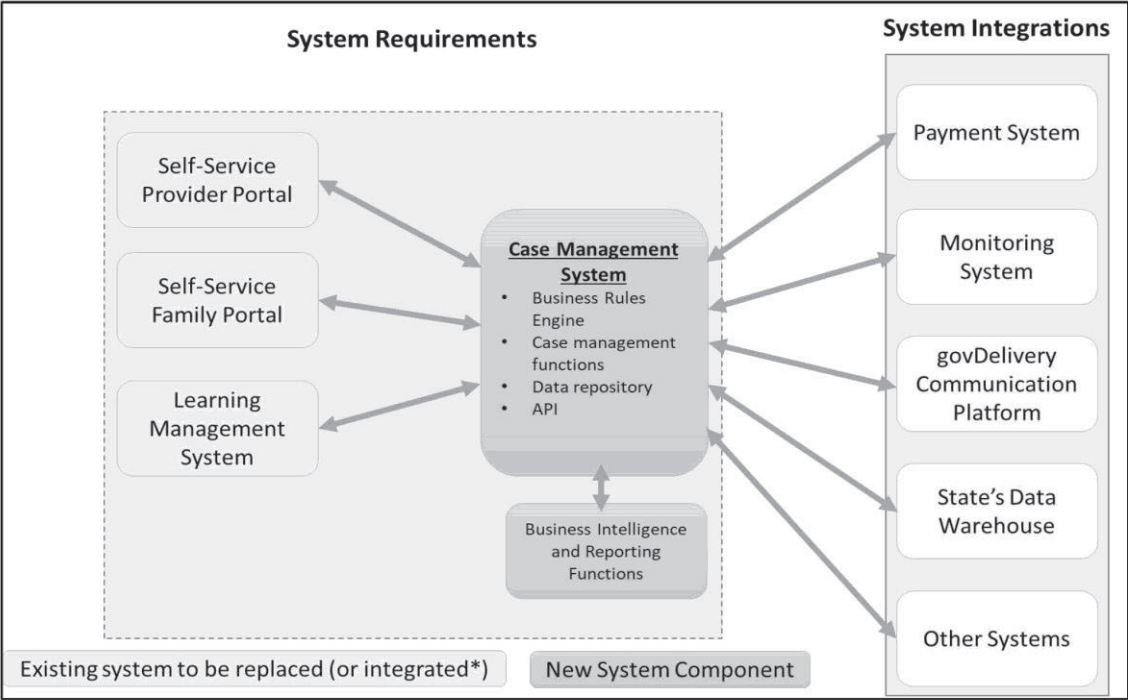
file with other information about various child care and pre-K assistance program types. A vendor employee supporting AIS takes all of this information and creates a high-level summary of the payments that the Payment System will make by federal fiscal year and by child care and pre-K assistance program type. The vendor employee provides this file to the State's accounting staff, who need that file in order to pull the correct amount of money from the correct funding buckets based on the correct fiscal year. The State accountants then note the amounts to be paid in State accounting software ledger for each subsidy funding bucket at a macro level. Subsequently, the State accountants prepare a wire transfer of funds matching the total amount in the payment file and provide the funding transfer to OECOSL's Payment System so that the subsidy vouchers can be paid.

Other files used for quality control and troubleshooting purposes are passed between AIS and the Payment System and are reviewed by people. There are many manual processes involved in supporting this interface and these processes.

There are cases where a Family becomes ineligible for a subsidy awarded to them. As a result, OECOSL would like to unencumber funds that were previously saved for that Family's use so that OECOSL can use those funds to provide a child care or pre-K assistance subsidy to another Family on a waitlist. Due to AIS system limitations, the process of unencumbering funds currently is manual and only occurs during certain times each year. All unencumbering processes happen through manual work in AIS to remove subsidy vouchers from cases. A report with a total dollar amount to be unencumbered is then provided to OECOSL Central Office so that they can work with the State accountants to make an update to the ledger for the appropriate child care or pre-K assistance funding bucket at the macro level.

5.2 Desired “To Be” State

Below is a high-level depiction of the State’s desired “to be” state after implementation of the Contractor’s System. The components below shall function as one fully integrated system and not as stand-alone systems. This System shall integrate to various periphery systems which are documented in Exhibit 3. The Contractor shall use a relational data model which will support the State consuming and integrating the data into a data warehousing process. Additionally, the system shall support data analysis and reporting.



5.2.1 Example High-Level Basic Desired Use Case

The following use case is an example of a high-level and basic desired experience in the software solution. Most use cases will include functions that require a highly developed and advanced business rules engine.

A Family is made aware of early childhood funding assistance offered through OECOSL. Family visits the family portal homepage on their computer, tablet, or mobile device. Client, a member of the Family, creates account in the family portal and files an application for child care assistance.

A business rules engine runs to determine Client’s eligibility for various benefit programs. Client receives message indicating successful completion of application. Client uploads a variety of file types as documentation supporting her application from their phone. Using the portal, Client schedules a virtual appointment, which could be a telephone call, with an Eligibility Office.

The System determines that Client’s application should be separated into multiple applications based on business rules and takes the appropriate actions in the system to turn those applications into separate cases and to link them together to show connections between family members listed on the Client’s original application.

An Eligibility Specialist working at the Eligibility Office reviews her workflow to prepare for her appointments that day. Eligibility Specialist opens Client's case and can see that Client's application was split into multiple applications with multiple subsidy funding sources and attached documentation. Through interfaces, Eligibility Specialist can verify multiple required data points without having to request documentation from the Client.

Eligibility Specialist makes case notes and determines eligibility. Eligibility Specialist notifies Client to choose a Child Care Provider. The Client is uncertain about how to choose a Child Care Provider and Eligibility Specialist is able to make a referral in the System to the CCR&R in Client's county for support. The CCR&R contacts the Client and their Family and provides support in identifying Child Care Providers in their area to visit. The CCR&R documents in the System their interactions with the Family and is then provided a prompt to follow up with the family three days later to see if the Family's needs have been met. The Eligibility Specialist is able to see the notes entered by the CCR&R in the System and to see that the family is searching for the right child care for their needs. The family meets with several Child Care Providers and eventually enrolls in Provider's program. The appropriate forms are completed with e-signature by Provider(s) and Client and submitted through the Family Portal and the Provider and Educator Portal. Then, subsidy vouchers are created on the appropriate children in the family for the appropriate dates and Provider location.

Meanwhile, Licensing Consultant is on a routine, annual inspection for Provider. Licensing Consultant notes multiple violations in her inspection report. These noted violations may prompt additional training and technical assistance. Licensing Consultant is able to submit training requests and due dates for the Provider and all educators working for that Provider and a request for Technical Assistance using the Provider and Educator Portal. Licensing Consultant pushes the completed inspection report from the case management portion of the System to Provider's account in the Provider and Educator Portal, where Provider e-signs the report. The signed report is routed back to Licensing Consultant in the case management portion of the System and to the Provider in the Provider and Educator Portal.

The State's TA vendor receives the Licensing Consultant's referral for Provider to receive TA in the TA vendor's workflow and contacts Provider to offer assistance in the areas identified by the Licensing Consultant. The TA vendor provides training and education opportunities through the State's LMS and offers to have Provider join an existing community of practice that focuses on many of the violations that Provider was cited for during its annual inspection. The TA vendor documents all of its conversations with Provider, as well as referrals, in the case management section of the System. Licensing Consultant is able to see the TA vendor's case notes in the case management section of the System and, thus, monitor the TA vendor's conversations with Provider. Unfortunately, the provider fails to follow through with the opportunities offered by the TA vendor within a time specified by business rules; thus, the System generates workflow notices to both the TA vendor and Licensing Consultant that Provider has not enrolled in any of the suggested trainings or attended the community of practice. This notice allows the TA vendor and Licensing Consultant to follow up with Provider.

Call Center also receives a complaint about Provider from another family. Call Center submits an anonymous complaint using the Provider and Educator Portal and the complaint is routed to the appropriate Licensing Consultant for investigation.

Provider refuses to resolve violations within a specified time, triggering automated follow ups by the Licensing Consultant in the Licensing Consultant's workflow. Because Provider fails to adhere to all State regulations, OECOSL Central Office needs to revoke Provider's Level 1 Paths to Quality certification. Actions taken by the appropriate users in the system through workflow trigger a payment reduction on all

child care and pre-K assistance subsidy vouchers associated to Provider. Case notes regarding these actions are automatically recorded in all cases associated to Provider, as well as Provider's case, detailing the reason for Provider's payment reduction. Based on business rules, the System automatically generates referrals to the TA vendor's workflow to give Provider technical assistance due to the loss of Provider's level 1 Paths to Quality status.

Eventually, Provider fails to adhere to State regulations during set time frames and Provider's child care license must be revoked. Licensing Consultant is prompted in workflow to revoke Provider's license and to complete the appropriate letters and notices, which are automatically sent to Provider in the Provider Portal. The Licensing Consultant makes case notes in the System. Provider can file an appeal of the negative action on Provider's license. The business rules engine and workflow notify the appropriate OECOSL Central Office staff person to review the appeal based on the action and grounds for appeal.

In actions taken separately from the System in a legal proceeding, Provider's appeal is denied. The appropriate OECOSL Central Office staff person updates the Provider's appeal status in the System. Because Provider's appeal was denied, Provider can no longer provide child care. As a result of the licensing revocation action taken by Licensing Consultant in the System, Family receives an automatic notification advising her to find new child care and a link to helpful resources. The Eligibility Office in the county where Provider was located, the Call Center, OECOSL Central Office, CCR&Rs, TA vendor, and others linked to Provider in the System are notified automatically through the System of the Provider's license revocation and, therefore, are fully informed of Provider's situation and are ready to support Family to find a new provider. These notifications would prompt the CCR&R to make direct contact with Family within a defined time frame to offer support in the Family's quest for a new child care provider and then to document the CCR&R's interactions in the case management portion of the System.

6. SPECIFICATIONS & REQUIREMENTS

Below are the intended high-level functionality requirements of the System and additional context about the OECOSL's business and goals. While these are high-level functional requirements, Exhibit 3 and the State approved project deliverables listed in Section 8 form the basis for the System specifications and requirements and shall serve as the basis for determining project progress and system acceptance. The Contractor shall adhere to Exhibit 3 indicating how their solution meets the State's detailed functional, general system, and technical requirements.

6.1 Functional Requirements

6.1.1 Family Portal

OECOSL's clients, also known as Families, will access the Family Portal to submit applications for child care and pre-K assistance, schedule appointments for eligibility determination, upload supporting documentation, and provide updated information for contact and to maintain eligibility.

A Family consists of an applicant, who could be a parent, a foster parent, a grandparent, or a custodian, and a child or children. A Family may also include a co-applicant, which can be another parent or simply another adult in the home. The Family must meet income requirements based on a comparison to Federal Poverty Levels (visit <https://aspe.hhs.gov/poverty-guidelines-for-more-information>) to be eligible for child care and pre-K assistance programs. The Family must have a need for child care assistance, as well. Some common barriers that Families face are reliable transportation or access to computers, and many are transient as they work to maintain stable housing. The System shall provide mobile phone-compatible solutions and virtual experiences for these Families.

The Contractor shall provide the Family Portal as a Functional Area of the Contractor's System. However, the State reserves the right to not include this Functional Area in the final System. If the State decides to exclude this Functional Area, the Contractor shall develop an interface between its System and EEC, instead of replacing EEC. If the State decides not to include this Functional Area in the System, the changes to the included Functional Areas would be agreed to via the change process.

Please see Exhibit 3 for a complete list of Family Portal functional requirements the System must adhere to.

6.1.2 Child Care Provider and Educator Portal

Child Care Providers and Child Care Educators will use the Child Care Provider and Educator Portal.

A Child Care Provider is a child care center, a ministry, private or charter school, public school, or a home that provides child care in the State of Indiana. Whether licensed, certified, or neither, OECOSL monitors and regulates all Child Care Providers in the State. Child Care Providers must follow regulations including providing safe building space for children, maintaining appropriate records, storing food properly, maintaining appropriate staff to child ratios inside classrooms, and following other requirements to ensure a safe and thriving environment for children. OECOSL is committed to assisting Child Care Providers to encourage the provision of more high-quality child care education in the State of Indiana. Providers can participate in quality improvement and rating programs and shall participate in mandatory trainings. Providers can request technical assistance from the State's TA vendor. Providers need comprehensive virtual, easy ways to interact with OECOSL regarding regulatory and reporting requirements.

Child Care Educators provide child care at one or more Child Care Provider locations. These are the teachers and staff who work at Child Care Provider programs. Educators shall pass required background checks and shall complete mandatory trainings. Educators have opportunities to grow their knowledge, experience, and careers by using tools that OECOSL and its partners provide. Educators need comprehensive virtual and in-person easy ways to interact with OECOSL and its partners to complete trainings, comply with regulations, and access resources to grow their skills in educating children.

The Contractor shall provide the Child Care Provider and Educator Portal as a Functional Area of the Contractor's System. However, the State reserves the right to not include this Functional Area in the final System. If the State decides to exclude this Functional Area, the Contractor shall develop an interface between its System and I-LEAD, instead of replacing I-LEAD. If the State decides not to include this Functional Area in the System, the changes to the included Functional Areas would be agreed to via the change process.

Please see Exhibit 3 for a complete list of Child Care Provider and Educator Portal functional requirements the System must adhere to.

6.1.3 Case Management System

Please see Exhibit 3 for a complete list of Case Management functional requirements the System must adhere to.

6.1.3.1 *Workflow*

The Case Management System shall provide workflows as required in Exhibit 3 and refined through State approved user stories. The following sections are provided for informational purposes to establish business context.

1. OECOSL Central Office Workflows

OECOSL Central Office staff perform oversight functions and administrative functions related to all the other personas and all areas that OECOSL serves. The Central Office owns role assignments

for the Case Management System. The OECOSL Central Office staff oversee all others using the System, ensuring that all users adhere to performance standards, policies, laws, and procedures as defined by OECOSL. Multiple OECOSL Central Office roles with varying workflows and security permissions are contemplated here.

Oversight

OECOSL Central Office approves steps in other workflows. Central Office staff perform QA functions and monitoring of other workflows and System roles. Currently, there are a variety of administrative tasks and data entry that the Central Office completes in OECOSL's existing systems to support multiple roles and workflows, though the System shall streamline those tasks. The Central Office requires dashboard views of work with the ability to drill down into details for all parts of the System to provide troubleshooting, monitoring, QA reviews, and research, including easy dashboard access to Business Intelligence and Reporting functions. The Central Office must have work queues to approve some work completed by other roles, for example approving a request for a PTQ level advancement, and automated budget, wait list, and priority list functions available to them. OECOSL Central Office Staff require the ability to build reports on any data point in near real time.

Quality and Policy

OECOSL Central Office manages the visits that occur with Providers for PTQ rating, when and how to move a Provider from one PTQ level to another, the process that triggers a Provider visit for PTQ rating, the process that triggers an increased payment or incentive to the Provider as dictated by the Provider's PTQ level, and all negative actions taken when a Provider is moved down on the PTQ rating scale. Additionally, OECOSL Central Office requires dashboarding and reporting related to Quality Improvement activities, including the ability to drill down into Quality Improvement work to monitor the amount and types of contacts CCR&Rs and the TA vendor are conducting and the ability to see and monitor progress by other roles. OECOSL Central Office sets Quality Improvement metrics for other roles and must have the ability to monitor progress toward these metrics in near real time.

Regulation and Enforcement

OECOSL Central Office staff have the responsibility of monitoring the work and performance of Licensing Consultants and Background Check Unit staff and processing information that is obtained to issue various licenses and registrations to Child Care Providers. This work includes supervisory work, such as managing and redistributing the caseloads of the Licensing Consultants, as well as monitoring timeliness of completion of background checks to ensure compliance with federal regulations, and being able to utilize information within the System to make policy decisions. Some OECOSL Central Office staff also investigate improper payments, bad actors, child care and pre-K assistance fraud, and other regulatory and enforcement activities related to child care and pre-K assistance activities.

Family Eligibility

OECOSL Central Office staff also oversee the Eligibility Offices. They monitor the quality of eligibility determinations on child care and pre-K assistance subsidy applications for improper payments, handle appeals that families file regarding decisions on their applications, and review case files and conduct other research in the System when answering policy questions or advising on policy decisions. OECOSL Central Office Staff ensure that all parts of the child care and pre-K assistance subsidy application and eligibility determination process are followed in accordance with the CCDF Policy Manual, found at https://www.in.gov/fssa/files/CCDF_Pre_K_Manual.pdf.

Statewide Budgets and Wait Lists

OECOSL Central Office owns the overall budget and wait lists for assistance grants and subsidies that are paid to Families and must have the ability to see what has been encumbered for payment of child care and pre-K assistance subsidies to Child Care Providers, what has been paid, and who is on the various wait lists at the macro and micro levels. The current budget and wait list process described in the Current State section is very manual in nature with many people dependencies, causing unnecessary risk. OECOSL Central Office requires a statewide wait list for each child care and pre-K assistance type. The System shall provide OECOSL Central Office with biweekly (every other week) runs in the case management portion of the System to unencumber funds tied to subsidy vouchers that are no longer usable by Families based on business rules. The System shall notify OECOSL Central Office and provide workflows to the appropriate Eligibility Office when unencumbered funds are available for a Family on a statewide wait list. The System shall provide integration with the Payment System so that subsidy vouchers can be paid on a biweekly basis. The System shall provide OECOSL Central Office with appropriate spending reports with forecasting of anticipated spending of child care and pre-K assistance funding based on the number and amount of subsidy vouchers in the System.

2. Family Eligibility Determination Workflows

Primary users of the Family Eligibility Determination workflow are Eligibility Specialists. Eligibility Specialists work with Families to determine their eligibility for child care and pre-K assistance programs, support Families in maintaining compliance with child care and pre-K assistance program requirements, and determine Families' ongoing eligibility for those programs. Eligibility Specialists process applications, determine the correct child care or pre-K assistance subsidy amounts, create subsidy vouchers for payment to the Child Care Providers chosen by Families, provide Families with Payment System swipe cards, and troubleshoot issues for Families with any of the items listed in this paragraph.

Eligibility Specialists work at Eligibility Offices in each Indiana county. Today, Eligibility Specialists receive applications from Families in person or via Early Ed Connect (EEC). Eligibility Specialists analyze applications and physical documentation provided by Families to determine a Family's situation and eligibility for child care assistance programs. Sometimes, a Family comes in with an intent to file one application for child care or pre-K assistance and the Eligibility Specialist determines that it is in the best interest of the Family to file multiple applications – this is often referred to as “splitting” an application and is discussed above in the High-Level Example Use Case. The application setup process is largely a manual one with many workarounds that requires Eligibility Specialists to scan documents manually in multiple systems. Once the application is entered, the Eligibility Specialist receives electronic referrals for child care assistance from other State programs, and again, have to enter these manually into the system within five days of receipt. Eligibility Specialists require comprehensive workflows with automated calendaring views and dashboarding, user-friendly and efficient process flows for completing case work, and the ability to see a full picture for an applicant, a child, and Family members, as well as Providers connected to the Family. The System shall help provide a better process for handling all types of work including regular applications and emergency case management and reporting.

3. Regulation and Enforcement Workflows

Primary users for the Regulation and Enforcement workflow include the Licensing Consultant and Background Check Unit. These groups work with Child Care Providers to ensure Child Care Educators are qualified to work in child care and to ensure Child Care Provider compliance with applicable policies and regulations for child care programs. Regulation and Enforcement activities also include the review and determination of appeals filed by Providers and Educators for negative action and disqualification. Specific roles in this Workflow section include:

a. Licensing Consultant:

Regulation and Enforcement activities take place at the Child Care Provider setting during annual licensing visits. Licensing Consultants investigate complaints or other potential policy violations, as warranted. Additional activities include review of documents and training records submitted through or retained within the System.

Licensing Consultants are located throughout the State of Indiana and are responsible for regulating Child Care Providers in their geographical area. Licensing Consultants regularly complete on-site visits with licensed and non-licensed Child Care Providers and are involved in legal enforcement actions related to non-compliant Providers. Licensing Consultants regularly communicate with and log communications with Child Care Providers. Licensing Consultants require comprehensive workflows with automated calendaring views and dashboarding, inspection report templates with interactive guided flows to choose the correct regulatory citation when completing inspection decisions, and case management views showing interconnections between Providers, Families, and Educators.

b. Background Check Unit:

Background checks are completed on every Child Care Educator. The work includes processing in-State and out-of-State background checks. Background checks are performed by staff in the Background Check Unit, which is located at the OECOSL Central Office. Background checks must be processed pursuant to federal timeliness requirements. The Background Check Unit requires workflows to ensure that the Background Check Unit can determine which background checks are in danger of not being processed on time, that maximize efficiencies so that work can be completed on time, and that provide proper status reporting to Child Care Educators and Providers via the Provider and Educator Portal

4. Quality Improvement Workflows

Primary users for the Quality Improvement workflow include the OECOSL Central Office, Call Center, Child Care Resource & Referral agencies, PTQ Raters, and Technical Assistance vendor staff. These groups track both status and progress of Providers in many areas and participation in various Child Care Provider programs. For example, a Child Care Provider may be an approved Head Start location, enrolled and progressing in Indiana's PTQ program, and have Child Care Educators on staff receiving TEACH scholarships to advance their education. Providers seeking to advance within the PTQ framework will likely work with a Technical Assistance vendor to receive TA by completing an online class, receive virtual coaching, and participate in a learning community or community of practice. These groups may also work with community members on outreach and education, which may begin with a single contact and progress, for example, to 1) a family completing an application for child care or pre-K assistance subsidies or 2) a community member expressing an interest in opening a child care facility, progressing to completing the necessary pre-training classes, and submitting an application to become a licensed Child Care Provider. This work also includes collecting and maintaining status, progress, and contact information for community groups that come together to work on building the supply and quality of early education in their communities, commonly referred to as early childhood coalitions throughout the State.

a. Call Center

OECOSL Call Center staff answer front-line questions regarding child care and pre-K assistance programs across the State of Indiana. Call Center staff help route residents to appropriate programs and resources. They help any Child Care Provider, Child Care Educator, parent, or family that contacts the Call Center or CCR&R for help with resources. The Call Center is the initial contact center for individuals whom have questions about how to use Early Ed Connect or ILEAD, and they are responsible for logging tickets with the EEC and ILEAD software vendors on behalf of public users of those portals. The Call Center is centrally located with remote work capabilities, and they are currently using Zendesk for management of Call Center materials and tickets. The Call Center shall receive access to the System appropriate for their job functions, as well as automated communications based on business rules logic.

b. CCR&R

CCR&R services are described in Section 4.3.3 above. Work is county, community, and region based. CCR&Rs require:

- Workflows designed for their job functions as set forth in Section 4.3.3
- The ability to enter many different kinds of data into the System and to track that data
- Case management
- The ability to track data entered by others
- The ability to create and track referrals for TA, child care assistance, training, and other programs
- Comprehensive reporting

c. SPARK-TA

Technical Assistance (TA) staff provide coaching, training, and specialized supports to help Child Care Provider programs grow the quality of programming being offered to Families. The statewide TA vendor will utilize this System in order to document the support being provided to be able to demonstrate work on any insufficiencies noted during licensing visits and inspections, to document a Provider's work towards the attainment of a PTQ certification, and to ensure collaboration of all partners in the support of child care programs. TA staff document outcomes from a Provider self-assessment, which is called the ISAT. TA staff require:

- Workflows based on the type of referral or request for assistance received
- The ability to enter many different kinds of data and to track that data
- Case management
- The ability to view data entered by others
- The ability to transmit materials to Providers and Educators through the System
- Comprehensive reporting

6.1.4 Learning Management System

The Contractor shall provide the Learning Management System as a Functional Area of the Contractor's System. However, the State reserves the right to not include this Functional Area in the final System. If the State decides to exclude this Functional Area, the Contractor shall develop interfaces between its System and the current Learning Management Systems, instead of replacing the current Learning Management

Systems. If the State decides not to include this Functional Area in the System, the changes to the included Functional Areas would be agreed to via the change process.

Please see Exhibit 3 for a complete list of Learning Management System functional requirements the System must adhere to.

6.1.5 Business Intelligence and Reporting

Please see Exhibit 3 for a complete list of Business Intelligence and Reporting functional requirements the System must adhere to.

6.2 General System Requirements

General Systems Requirements are specifications and requirements that relate broadly to the technical needs for the System as a whole. Please see Exhibit 3 for a complete list of General System Requirements the System must adhere to.

6.3 Technical Requirements

Please see Exhibit 3 for a complete list of Technical Requirements the System must adhere to.

6.3.1 Hosting

The System shall be cloud-hosted on the State environment. The State will procure any proposed hardware, software, and hosting capabilities through their own sources (e.g., State Quantity Purchase Agreement) for the Contractor to use for the System.

The Contractor shall assist the State to the greatest extent possible in developing and setting up the technical infrastructure and environments needed to support the System in conjunction with the State's Office of Technology. This includes, but is not limited to, participating in testing, disaster recovery, business continuity, system capacity, system performance monitoring planning and activities.

The Contractor shall adhere to the Indiana Office of Technology's terms and conditions outlined in Exhibit 4.

All System data, data provided by users of the System, and data provided by the State into the System are all the property of the State. The Contractor does not have ownership rights to System data and may not be market, sell, or otherwise use any of this data for purposes other than providing the services to the State as set forth in this Contract without the express written consent of the State.

6.4 Compliance Requirements

The Contractor and the System shall comply with the following standards:

- State security policies (<https://www.in.gov/fssa/4979.htm>), including the Information Security Policy (https://www.in.gov/fssa/files/FSSA_Information_Security_Policy.pdf)
- FedRAMP certified requirements (<https://www.fedramp.gov/>)
- National Institute of Standards and Technology (NIST) Special Publication 800-53 (<https://nvd.nist.gov/800-53>)
- The Federal Information Processing Standard (FIPS) Publication 140-2 (FIPS PUB 140-2)

7. PROJECT MANAGEMENT

7.1 Deliverable Development, Review, and Approval

One of the primary responsibilities of the Contractor is the production and maintenance of project deliverables. Upon request, the Contractor shall make available for review individual components of deliverables, in draft form, as they are prepared. The Contractor shall collaborate with assigned State staff and State partners during the development of deliverables. The goal is to reduce expectation gaps related to the content of the deliverable and, therefore, expedite the approval process. The Contractor shall be responsible for maintaining deliverables and documentation throughout the project. The Contractor shall update and deliver revised documentation from previous tasks at the completion of a subsequent task or subtask that impacts the accuracy of previously delivered documentation.

7.1.1 Deliverable Standards

For each required deliverable listed in Section 8.2, the Contractor shall develop a Deliverable Expectation Document (DED) in advance of the scheduled start of any task or subtask that will produce the deliverable. The DED shall include the following.

- Deliverable outline
- Sample deliverable format
- Methodology, as appropriate
- General description information that will be contained in the deliverable
- The State will discuss specific expectations and acceptance criteria for the DED with the Contractor in advance of the DED due date. The State will work with the Contractor to approve each DED. Mutual agreement on the DED shall set the expectation levels of the Contractor and the State. The schedule for these tasks shall be delineated in the Contractor's Project Schedule.

7.1.2 Formal Transmittal of Deliverables

As appropriate, the Contractor shall test each deliverable to confirm that it meets all Contract requirements before it is submitted as complete. By submitting the deliverable, the Contractor certifies that it meets all Contract requirements. The Contractor shall submit electronic copies of all deliverables, including non-written deliverables (such as source code, software, network configurations, etc.) for each task or subtask. Each deliverable submitted to the State for review and approval shall have a formal transmittal letter from the Contractor's Project Director. The Contractor's Project Director shall be responsible for the appropriate quality control of deliverables. All deliverables shall be provided in a complete form and shall meet all Contract requirements no later than the dates indicated in the approved Project Schedule. The Contractor shall meet deadlines to provide high-quality deliverables.

7.1.3 Approval of Deliverables

The Contractor shall submit each Deliverable to the State for review, comment, and approval. The timeframes for State review, comment, and any Contractor re-work time are listed in Section 8.2.

7.1.4 Rejection of Deliverables

In the event the State finds a deliverable unsatisfactory (e.g., does not conform in all material respects to the requirements), the State shall notify the Contractor of the reason(s) for deliverable rejection in writing. The State shall meet and confer with the Contractor to provide clarifications as requested or needed. The Contractor shall then correct and resubmit the deliverable within agreed timeframes included in Section

8.2. Rejection of a deliverable by the State does not provide permission for delays in delivering subsequent deliverables unless approved by the State.

To the extent that any Deliverable has been approved by the State at any stage of Contractor's performance under this SOW, Contractor will be entitled to rely on such approval for purposes of all subsequent stages of Contractor's performance under this SOW. However, such approval does not relieve the Contractor from delivering the requirements as agreed in this Contract (including the Scope of Work and other exhibits) and other artifacts (e.g. RTM) or as modified via project change control.

7.2 Document Management

The State maintains a standard suite of software. Such software includes, but is not limited to, the Microsoft family of products (Word, PowerPoint, Excel, Access, SharePoint) and Adobe Acrobat. The Contractor shall provide for uniformity with its software standards. Software versions shall be available prior to the project start date.

The State shall establish an electronic project library for the project using Atlassian tools including JIRA and Confluence that shall be used by the entire project team. All deliverables and documents related to this project shall be managed in this electronic library. All artifacts and documents related to contracted activities shall be kept in tools designated and approved by the State.

This project library will be the documentation repository and shall serve as the primary access point for completed tangible results for each task. All deliverables and documents related to this project shall be managed in this electronic library, including administrative information regarding budget, schedule, and project progress, as well as any other correspondence, reports, or project-related information. Documents shall be accessible immediately. The Contractor shall work with the State to maintain logical organization throughout the documentation repository

7.3 Project Planning

7.3.1 Design, Development, and Implementation Project Planning

During the DDI period, the Project Planning phase shall establish the basic project structure, evaluate the risks associated with the project, and describe appropriate management and technical approaches.

Project Planning shall begin with a kick-off meeting between the Contractor and appropriate State staff, to be held at the State's office in Indianapolis, IN or through virtual meeting software as approved by the State. During the kick-off meeting, the Contractor shall elaborate on the general approach, plan, and methods for implementing their solution for the State, which shall be approved by the State prior to the kickoff. This meeting shall occur within 15 days of the Contract Start Date.

Through project planning efforts, the Contractor shall develop the Project Management Plan (PMP) and Project Schedule. The PMP shall document the actions necessary to define, prepare, integrate, and coordinate all subsidiary plans. It shall define how the project will be executed, monitored, controlled, and closed. The Contractor shall deliver the PMP and the corresponding subsidiary plans within the first month of the project. Subsidiary plans shall be integrated into the PMP and are set forth in the subsections below. All plans shall be subject to State review, edits, and approval.

1. Communication Management Plan
2. Organizational Change Management (OCM) Plan

3. Schedule Management Plan
4. Resource Management Plan
5. Scope Change Management Plan
6. Configuration Management Plan
7. Issue Management Plan
8. Risk Management Plan
9. Quality Management Plan

Note that this is a general guideline on best practices. Elements of the Project Plan shall be tailored to the needs of the State. Throughout the project, the Contractor shall collaborate with the State's IT vendor management team. This team may run project status meetings, maintain an integrated project plan among all distinct contracted OECOSL vendors (including OECOSL's OCM activities), and provide State representation as the State's formal designee.

Throughout the DDI period, and other periods as necessary, the Contractor shall be responsible for collaborating with all existing and outgoing vendors to support a smooth transition and implementation.

7.3.2 Maintenance and Operations Project Planning

During the M&O period, project planning shall include prioritization sessions (led by the State), where the State will determine what items in the M&O backlog need to be prioritized for enhancement or M&O work first and will communicate those items to the Contractor. The Contractor shall continue to follow the PMP as necessary and required by the State.

7.4 Project Staffing

1. The Project Resource Staffing Plan shall address the Contractor's resource plans during all phases of design, development, and implementation as well as the resource plans to support maintenance and operations. The Contractor shall provide sufficient staffing levels at sufficient experience levels in all areas required in order to meet the State's delivery timetables and expectations. The Project Resource Staffing Plan, shall include, at the minimum:
 - a. Number, type, and categories of staff proposed
 - b. Staff qualifications
 - c. Staff work location
 - d. Ongoing training requirements
 - e. Plan for new or reassigned staff
2. The State reserves the right to reduce or expand the staffing plan and replace categories of staff or certain individuals with State staff or other contracted staff. For example, the State may elect to contract out all training and replace Contractor training staff with State staff or State contracted training staff. Any such changes shall be processed via a change order to the SOW.
3. The Contractor shall be responsible for identifying and correcting performance issues for its entire staff (i.e., employees and subcontractors). In the event of Vital Staff performance concerns by the Contractor, the Contractor shall notify the State as soon as reasonably possible to discuss and jointly determine the approach for resolution. Should the State discover performance problems with any Contractor staff, the State will notify the Contractor's Project Director as soon as is reasonably possible so that the Contractor can begin resolution. The Contractor shall remove any Contractor staff from the project upon the request of the State within thirty (30) days of request if resolution of an issue is not identified.
4. All work will be accomplished via a combination of on site and remotely as agreed by the respective project managers, and in compliance with any law, rule, regulation or policy related to COVID-19 imposed by either party or any governmental entity. Vital Staff members shall be available for in

person meetings when requested by the State. All other Contractor team members shall be available for meetings, remotely or in-person, within one (1) business day notice. Mandatory onsite attendance of meetings by specific Contractor staff will be requested in advance. Non-Vital Staff may be located elsewhere within the United States.

5. To confirm State user feedback is incorporated into system design activities, the Contractor shall provide business analyst(s) with a proven record of translating user input into technical and functional requirements and of developing requirements traceability matrices. Business analysts shall not be considered Vital Staff; however, the Contractor shall provide a sufficient number of business analysts with the following qualifications and experience:
 - a. Bachelor's degree, with a preferred emphasis in business or business information systems
 - b. At least two (2) years of experience performing business analysis activities on a similar project
 - c. Business knowledge of case management and/or claims processing preferred.
 - d. Strong client management skills
 - e. Understanding of the Contractor's SDLC approach
 - f. Good listening and excellent problem-solving abilities
 - g. Demonstrated oral, presentation, and written communication abilities
6. To confirm State questions and issues are appropriately addressed, the Contractor shall provide help desk staffer(s) with a proven record of providing help desk services. Help desk staffers shall not be considered Vital Staff; however, the Contractor shall be able to provide a sufficient number of help desk staffers to ensure appropriate:
 - a. Triaging
 - b. Addressing tickets and issues
 - c. Assigning roles

7.4.1 Vital Staff

The term "Vital Staff," for purposes of this Contract, means Contractor personnel deemed by the State as being both instrumental and essential to the Contractor's satisfactory performance of all requirements contained as listed below. This list of "Vital Staff" is not intended to be an exhaustive list of required staff. "Vital Staff" shall meet requirements as described below in the "Description" column.

Role	Description	Required Skills
Project Director	<ul style="list-style-type: none"> Responsible for coordinating the overall project tasks. 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, etc. Ensures service level agreements are sustained, and deliverables are submitted on a timely basis. Full-time dedicated to the Contract during entire Contract term Available onsite with advance notice (five business days) 	<ul style="list-style-type: none"> A minimum of five (5) years of experience in successfully managing and/or leading large-scale IT system projects At least three (3) years of experience with a system of similar size and capabilities to the Contractor's proposed system Applicable experience with the proposed solution preferred At least two (2) years of experience with system analysis, maintenance, and operations Project management experience Strong written and communication

Role	Description	Required Skills
		skills
Operations Manager	<ul style="list-style-type: none"> • Required to manage day-to-day responsibilities • Tracks performance standards to ensure that established metrics are achieved • Full-time dedicated to the Contract during the maintenance and operations portion of the Contract period 	<ul style="list-style-type: none"> • At least three (3) years of experience with a system of similar size and capabilities to the Contractor's proposed solution • Applicable experience with the proposed solution preferred • Project management experience • Strong written and communication skills
Lead Architect	<ul style="list-style-type: none"> • Drives the solution architecture and mapping of required functionality to minimize the need for custom development • Leads the architectural design and documentation at a technical reference model level as well as at a System or subsystem level • Leads application and data modeling, building block design, applications and role design, systems integration, etc. • Ensures System alignment with the technical requirements and goals • Responsible for the development of technical procedures and documentation • Full-time dedicated to the Contract from kick-off to System go-live • Responsible for consulting on enhancements and defects during the M&O period • Available onsite with advance notice (five business days) 	<ul style="list-style-type: none"> • At least three (3) years of experience developing relevant applications • At least three (3) years of experience with a system of similar size and capabilities to the Contractor's proposed solution • Applicable experience with the proposed solution preferred • At least three (3) years of experience managing systems architecture and systems development projects
Implementation Lead	<ul style="list-style-type: none"> • Responsible for program implementation • Manage escalated issues • Leads the development, update, and execution of implementation plans • Full-time dedicated to the Contract • Available onsite with advance notice (five business days) 	<ul style="list-style-type: none"> • At least three (3) years of experience with the solution proposed by the Contractor or a system of similar size and capabilities • At least two (2) years of experience managing the implementation of relevant applications (preferred experience having implemented the proposed solution for another client) • Completed at least one (1) project within the past three (3) years that involved a phased implementation

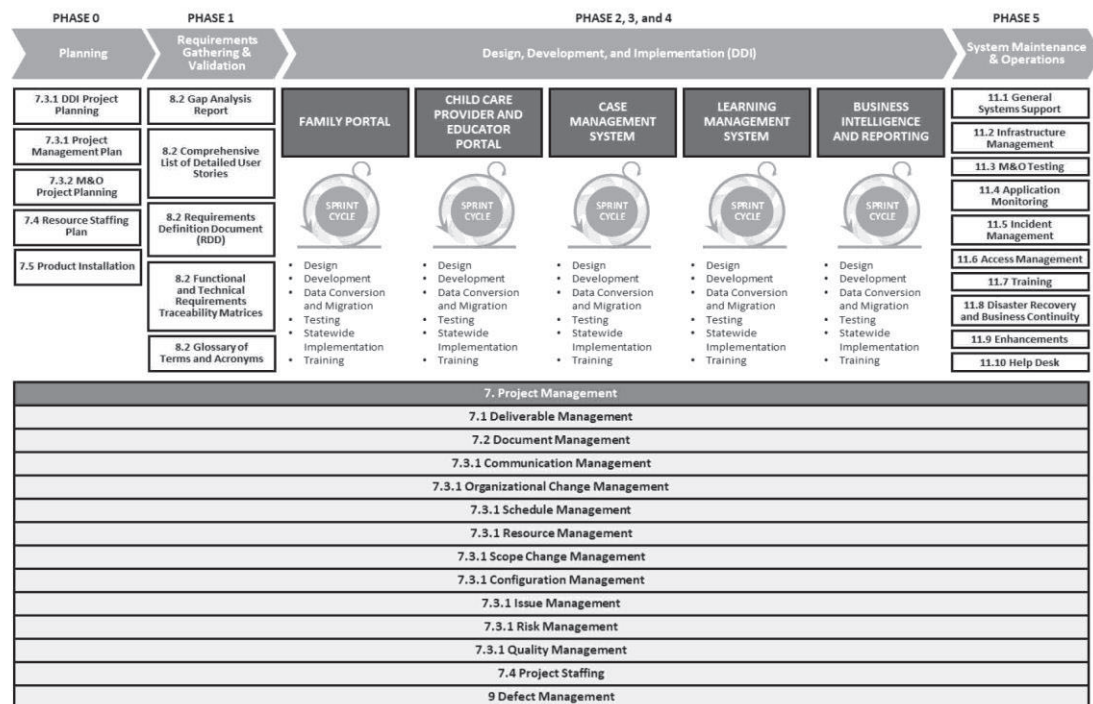
Role	Description	Required Skills
		where systems activities were coordinated between the old and new system environments
Database Administrator	<ul style="list-style-type: none"> • Designs, manages, and maintains the program database • Evaluates and optimizes database configurations and access • Available onsite with advance notice (five business days) 	<ul style="list-style-type: none"> • At least two (2) year of experience in database administration • At least three (3) years of experience developing systems using the relational database proposed by the Contractor
Training Lead	<ul style="list-style-type: none"> • Responsible for developing the change management and training program for the new program • Develop and create training videos and eLearning modules • Develop testing and evaluation tools/methods • Establish communication, training and documentation guidelines • Serve as a learning and development expert collaborating with stakeholders to better understand their needs • Onsite during training planning and other training activities 	<ul style="list-style-type: none"> • At least two (2) year of experience in large system training • At least three (3) years of experience with a system of similar size and capabilities to the Contractor's proposed solution • Applicable experience with the proposed solution preferred • At least three (3) years of experience involved developing course outlines, materials, and organizing, conducting classes to support the implementation of the new business processes and systems.
Testing Lead	<ul style="list-style-type: none"> • Leads all testing activities including planning, documentation and execution • Ensures the Master Test Plan and processes are coordinated with all stakeholders • Ensures documentation and resolution of issues discovered during the testing process • Serves as the point of contact for UAT issues • Ensures compliance with all Federal testing requirements for the proposed System • Full-time dedicated to the Contract during system testing efforts • Available onsite with advance notice (five business days) 	<ul style="list-style-type: none"> • At least five (5) years of experience as a testing lead for projects similar in size and complexity to the proposed project • Minimum of three (3) years of experience conducting various test phases and leading teams through complex system test scenarios for a large-scale government entity.

8. DESIGN, DEVELOPMENT, & IMPLEMENTATION (DDI)

8.1 Methodology

In order to design, develop, and implement the System, the Contractor shall utilize an agile methodology which best meets the needs and resource constraints of the State based on their experience with similar projects and environments.

The approach to Agile and high-level description of phases and tasks are presented in the graphic below. This approach applies to all five functional areas (Case Management, Business Intelligence, Family Portal, Provider Portal and Learning Management System):



8.2 DDI Phases and Deliverables

The table below shows the DDI phases and required Deliverables. At a minimum, these Deliverables (or equivalent with prior approval from OECOSL) shall be created by the Contractor and accepted by the State. Please note that project management, defect management, organization change management, and training responsibilities and activities as outlined in the Contract shall be included and applied across DDI phases, as applicable. Contractor costs for these responsibilities and activities shall be included in the pricing of Deliverables in the table below.

DDI Phase	Deliverables	Scope	Review Timeframe (State Review / Contractor Revision/ Final State Review)
1. Planning /Requirements Gathering and Validation (Discovery)	Project Management Plan	Once for the project	10/5/5
	Definition of Done / Definition of Ready (DOD/DOR)	Once for the project	5/5/5
	Master Test Plan	Once for the project	10/5/5
	System Architecture Design	Once for the project	15/5/5
	Technical Environment and Infrastructure Design	Once for the project	15/5/5
	Gap analysis report	Once for the project	10/5/5
	Epics and Users Stories	Multiple iterations based on functionality	5/5/5
	Glossary of Terms and Acronyms	Once for the project	5/5/5
	Data Conversion/Migration Plan	Once for the project	15/5/5
	Functional and Technical Requirements Traceability Matrices	Once for the project	5/5/5
2. Sprinting	Sprint Team 1 (Case Management, Business Intelligence and Reporting) - Sprint Completion Deliverable (Solution Detailed Design and Sprint Acceptance Test Scripts & Report)	Once for each of 13 sprints	End of sprint
	Sprint Team 2 (Family Portal, Child Care Provider and Educator Portal, and Learning Management System) - Sprint Completion Deliverable (Solution Detailed Design and Sprint Acceptance Test Scripts & Report)	Once for each of 9 sprints	End of sprint
3. Implementation	Implementation Plan	Once for the project	10/5/5
	Stabilization Plan	Once for the project	10/5/5
	Operations Manual	Once for the project	10/5/5
	Complete Implementation (UAT)	Once for the project	Considered complete when UAT has been completed per

			the criteria established in the Master Test Plan
	Complete Implementation Roll Out	Once for the project	Considered complete when the system goes live per the criteria established in the Implementation Plan
	Successful Data Migration Completion	Once for the project	Considered complete when the data migration is complete per the Data Conversion / Migration Plan
	Post-Implementation Warranty Activities	Once for the project	Considered complete when the applicable defects identified during the 90 days after implementation have been resolved

8.3 Planning and Requirements Gathering and Validation (Discovery)

In the Planning and Requirements Gathering and Validation Phase, the Contractor shall gather detailed program requirements, identify how and where the requirements are met in the Contractor's System, and formally validate these requirements.

The Contractor's responsibilities include:

1. The Contractor shall work with program stakeholders to perform a gap analysis of RFP of business/functional and technical requirements against the Contractor's solution to identify areas needing configuration and customization.
2. The Contractor shall review all legacy systems and artifacts (e.g., documentation, forms, reports, etc.).
3. The Contractor shall meet with all relevant stakeholders to document business processes, technical requirements, federal and State requirements, and workflows.
4. The Contractor shall work with program staff to develop comprehensive to-be future business process workflows.
5. The Contractor shall define and report all necessary gaps and define customization options within their solution.
6. The Contractor shall deliver:
 - a. Project Management Plan
 - b. Definition of Done / Definition of Ready (DOD/DOR)
 - c. Master Test Plan
 - d. System Architecture Design
 - e. Technical Environment and Infrastructure Design
 - f. Gap analysis report
 - g. Epics and Users Stories
 - h. Glossary of Terms and Acronyms
 - i. Data Conversion/Migration Plan
 - j. Functional and Technical Requirements Traceability Matrices
7. The Contractor shall formally validate the final requirements to ensure they meet the State's needs and align with the Contract's requirements. Work on the next Sprint shall not begin before the State formally approves the Epics and Users Stories for that Sprint.

The State's responsibilities for Planning and Requirements Gathering and Validation phase include:

1. Collaborate with the Contractor to develop and approve the specified deliverables
2. Provide reasonable Subject Matter Expert's (SME) availability to support requirements and design sessions
3. Provide required documentation for the Contractor to form Epics, User Stories and Design Deliverables
4. Review and provide feedback to the Contractor for all associated deliverables in the timeframe identified in Section 8.2

8.4 Approach to Solution and Infrastructure Setup

The Contractor's approach for the infrastructure is to utilize a hybrid cloud environment with supporting SaaS-based tools. The following diagram provides a high-level view of the State's cloud environments for the system.

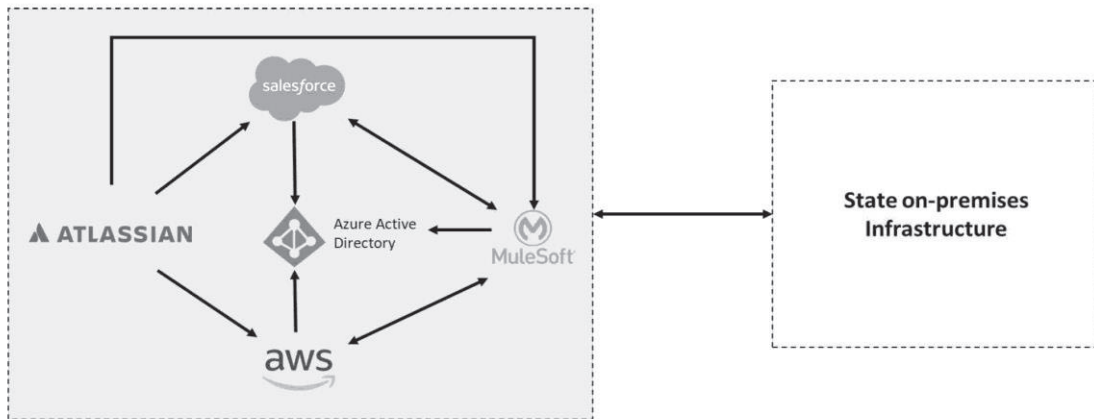


Figure 1: High-Level Cloud Infrastructure Components

The following section defines the component level ownership and responsibility

1. Atlassian components are fully managed by the State and hosted on the State AWS account. This AWS account is different from the OECOSL System AWS account. The State will provide the required access to the project team members.
2. Azure Active Directory is fully managed by the State. The State will provide required access to the project team members
3. Salesforce is a SaaS product managed fully by the software vendor managed by the State with the help of the Salesforce team
4. MuleSoft is a SaaS and is fully managed by the State with the help of the Salesforce team
5. OECOSL System AWS account is owned by the State. The following section of the document describes the details around the roles and responsibilities of the OECOSL System AWS account.
6. Contractor will document each service and component before moving to production.

The following are the responsibilities of the Contractor and State, within IOT guidelines and specifications, on the OECOSL System AWS account for the categories mentioned in the table below.

Category	Example Components	Description	Scope
Compute	EC2, EC2 Autoscaling	Cloud infrastructure associated with Operating System (OS) based deployments.	Contractor responsibilities: <ul style="list-style-type: none"> Provide guidance as required by the State for AWS workloads/EC2 deployments State Responsibilities: <ul style="list-style-type: none"> Create compute nodes/EC2 instances Configure additional OS storage Manage Amazon Machine Images Set up backup at a regular interval Install OS level IOT Software Apply OS patches Provision user access Configure scaling, thresholds, and policies Monitoring of the node
Containers	ECR, EKS, Fargate	AWS provided container hosting platforms.	Contractor responsibilities: <ul style="list-style-type: none"> Configure container platform policies Manage container repository Upgrade and manage underlying nodes as necessary Monitor container health and operations Monitor container platform health and operations Configure scaling policies Configure cluster security policies Configure cluster secret management Update container images Utilize AWS native containerization tools such as App2Container to support containerization of workloads State Responsibilities: <ul style="list-style-type: none"> Provide guidance for business needs of containerized assets Stay informed of changes and events within the container ecosystem
Database	Aurora	AWS provided database hosting platforms.	Contractor responsibilities: <ul style="list-style-type: none"> Define and deploy database platform Configure database policies, and define administrators Configure replication and backup policies State Responsibilities: <ul style="list-style-type: none"> Provide guidance for business needs for database operations Stay informed of changes and events within the database ecosystem
Analytics	Kinesis, Glue	AWS provided services that support data analytics.	Contractor responsibilities: <ul style="list-style-type: none"> Build, configure, establish, and maintain data lakes, ETL, and streaming services

			<ul style="list-style-type: none"> Build and execute queries to help provide insights into data State Responsibilities: <ul style="list-style-type: none"> Provide guidance of analytic needs and reports Consume reports to stay informed
Serverless	Lambda, SNS	AWS provided services supporting function as code and serverless deployments	Contractor responsibilities: <ul style="list-style-type: none"> Deploy and configure serverless application hosting environments Deploy and configure serverless queuing mechanisms Deploy and configure notification services Configure serverless data communication layers such as AppSync Configure serverless scheduling State Responsibilities: <ul style="list-style-type: none"> Provide guidance and input into business needs
Network & CDN	VPC, Transit Gateway, Route 53	AWS and on-premise related networking integrations and services.	Contractor responsibilities: <ul style="list-style-type: none"> Provide guidance as required by the State for network integrations Configure and maintain application load balancer (ALB) Configure and maintain API Gateway Configure service mesh as needed Configure service discovery State Responsibilities: <ul style="list-style-type: none"> Configure and maintain all VPC's and subnets Configure and maintain edge computing such as CloudFront Configure and maintain all DNS records Configure and maintain service PrivateLink's Configure and maintain Direct Connect Configure and maintain Transit Gateway Configure and maintain the secure VPN connection to State of Indiana Data Center (On-Premise) Configure and maintain secure VPN connections to MuleSoft
AWS Cost Management	Cost Explorer, Budgets	Services associated with monitoring and managing AWS costs.	Contractor responsibilities: <ul style="list-style-type: none"> Assist in configuration changes in support of optimizing costs State Responsibilities: <ul style="list-style-type: none"> Configure and monitor cloud budget Configure and maintain budget alerts Manage discounts via reserved instance credits Guide overarching budget and cost reduction methods Manage billing responsibilities
Management & Governance	CloudTrail, Config, CloudWatch	Services associated with monitoring cloud activities and defining appropriate cloud policies.	Contractor responsibilities: <ul style="list-style-type: none"> Work within the bounds of defined governance and policies Advise on and support configuration activities State Responsibilities:

			<ul style="list-style-type: none"> • Develop overarching cloud posture, governance, and policies • Configure and manage cloud monitoring tools • Define guard rails within the cloud environment • Define policies within the cloud environment • Manage chatbot • Monitor cloud service health • Manage licenses
DevSecOps	CodeBuild, CodeDeploy	Services associated with the deployment and quality checking of software and infrastructure code.	<p>Contractor responsibilities:</p> <ul style="list-style-type: none"> • Provide the project needs for the DevSecOps • Configure Infrastructure as Code (IaC) and software pipelines • Configure of data change pipelines <p>State Responsibilities:</p> <ul style="list-style-type: none"> • Configure Source Code repository like Bitbucket • Configure and manage network and OS scanning tools • Configure Container security scanning tools
Security, Identity & Compliance	Shield, Firewall Manager, Security Hub	Configurations and services associated with maintaining a secure operating environment.	<p>Contractor responsibilities:</p> <ul style="list-style-type: none"> • Work within the bounds of applied security controls <p>State Responsibilities:</p> <ul style="list-style-type: none"> • Configure and maintain <ul style="list-style-type: none"> ◦ Account provisioning ◦ Access policies ◦ Guard rails for cloud environment ◦ Role Based Access Control (RBAC) ◦ Overarching cloud IAM ◦ Overarching user IAM ◦ Key Management ◦ Artifact management ◦ Single Sign-On ◦ Firewall ◦ IDS/IPS ◦ WAF ◦ Security monitoring ◦ Security response ◦ Audit
Storage	S3, EFS, Backup	Services associated with data storage and backup.	<p>Contractor responsibilities:</p> <ul style="list-style-type: none"> • Configure S3 buckets and policies • Configure and manage high performant file shares via FSx • Manage long term/cold storage • Configure and manage file shares via EFS • Configure backup policies and processes <p>State Responsibilities:</p>

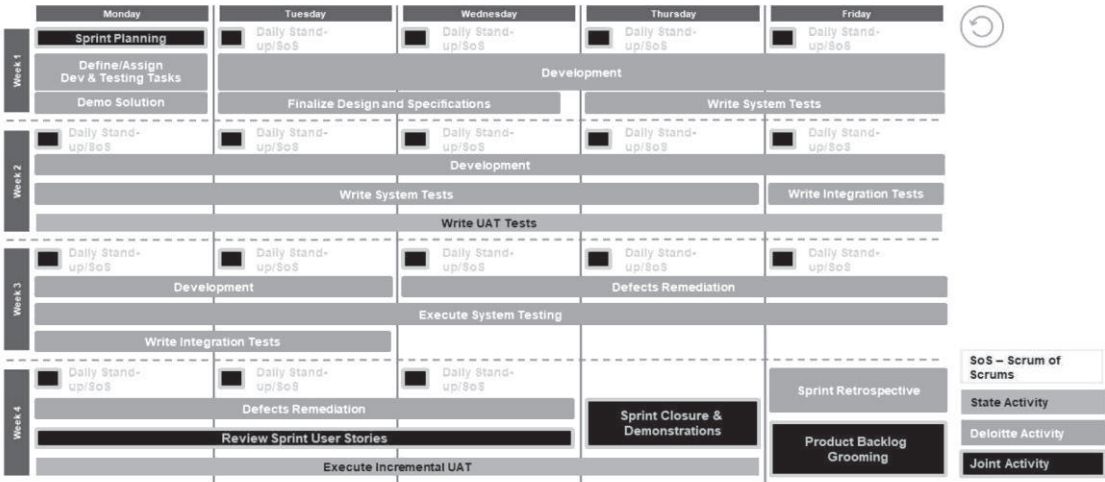
			<ul style="list-style-type: none">• Advise on backup policies and processes• Provide guidance on Tools to facilitate on-premise to cloud data transfer• Create and maintain disaster recovery tools and processes
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8.5 Approach to Design, Development and Test

The Contractor’s approach to Design, Development, and Test phases follows the Agile methodology. Work is managed through iterative development cycles called “sprints”. Throughout the sprint cycle, there is a focus on working software and continuous improvement. Scope is defined through the use of product and sprint backlogs.

The sprint to deliver pre-defined scope of work consists of four weeks. Within each sprint, the Contractor conducts Design, Development, System Test, Training and supports incremental UAT. Definition of Ready (DOR) established in the Project planning phase must be met by the State and the Contractor to enter into each sprint. At the completion of each sprint, Definition of Done (DOD) must be met to close the sprint. An illustrative calendar below depicts the typical activities and tasks carried out within a sprint.

The Contractor shall perform a thorough walk-through demonstration of each Sprint showing how it supports program business processes and outcomes and explain the various options to address the gaps in software functionality. Based on the results of the review, the State, in conjunction with the Contractor, shall make decisions on how the gaps will be addressed.



For each sprint, a collection of user stories is prioritized for development based on OECOSL’s priority, estimated effort per user story, and available story point capacity. The effort to implement user stories are estimated by the Contractor in the form of story points. As part of the DOR, the Contractor works with OECOSL to prioritize the user stories before entering the sprint. Each sprint contains up to 470 story points’ worth of user stories. The detailed breakdown is as follows. The baseline assignment of specific Functional Areas and functions to sprints and the allocation of story points to specific Functional Areas and functions is subject to change based on mutual agreement during sprint planning and prioritization. The Contractor shall adhere to DDI Performance Measure #1, DDI Sprint Timeliness during this process.

Scrum Team 1 – Case Management System and Business Intelligence

Sprint Number	Functional Area	Function	Story Points
1	Subsidy - Application Processing (Child Care and Pre-K)	Initial Application, Redeterminations and Changes	230
2	Subsidy -Eligibility (Child Care and Pre-K)	Eligibility Determination and Scholarship Issuance	350
3	Attendance Tracking	Workload Management and Attendance Tracking	470
4	Payments	Payment generation and support issuance process	470
5	Waitlist	Waitlist Management	470
6	Licensing – Application	Provider Application and Submission Review	470
7	Inspection	Inspection Management and Case Routing	470
8	Plan of Correction	Plan of Correction and Incident Management	470
9	Certification	Certification Issuance and Admin functions	490
10	PTQ – Application	Request for PTQ and Workflow Management	490
11	PTQ – Eligibility	PTQ Eligibility Determination	490
12	Technical Assistance	Technical Assistance Process	490
13	Backlog user stories	Backlog user stories from earlier sprints	490

Scrum Team 2 – Family Portal, Provider and Educator Portal and Learning Management System

Sprint Number	Functional Area	Function	Story Points
1	Family Portal – Application	Child Care and Pre-K Application Submission	150
2	Appointments	Request to schedule and view virtual appointments	150
3	Pre-Screening	Pre-Screening for families	150
4	Provider Portal - Application	Apply for licensing	150
5	Fees	Provider Fees payment	150
6	Provider Training	Training module for self-learning	150
7	PTQ rating request	Request to change PTQ rating	150
8	LMS – Setup	Setup LMS system	150

9	LMS – Content	Identify and load LMS content	150
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8.6 Design

The Contractor shall be responsible for the following activities (following State approval of the final Comprehensive List of Detailed Functional and Technical Requirements):

1. The Contractor shall perform a thorough walk-through demonstration of their System showing how it supports program business processes and outcomes and explain the various options to address the gaps in software functionality. Based on the results of the review, the State, in conjunction with the Contractor, shall make decisions on how the gaps will be addressed.
2. Lead architecture, design, and development discussions. The Contractor shall factor in user experience (UX) considerations for each user type (e.g., families, providers, etc.) into the design process and outputs, particularly with respect to the entry portal and the business processes that drive the System.
3. Organize and conduct design sessions with State-designated subject matter experts to develop the detailed System design.
4. Provide input and conform to the direction of the State IT standards.
5. Facilitate design sessions required to support system development and interfaces to external and internal data sources.
6. Proactively identify and account for dependencies in the software solution and with regard to interfaces.
7. Develop the overall System Architecture Design suite, comprised of the following components, which shall receive State approval:
 - a. Architectural System Design
 - b. Interface Design
 - c. Database Design that includes creation/maintenance of a logical data model, data definition/dictionary, data sharing standards, and data security standards
8. Produce forms and reports designed according to stakeholder requirements.
9. Develop detailed functional design, including business rules documentation.
 - a. The Contractor shall confirm that the State has the ability to make changes in the business rules engine. The number of State users who have the ability to make changes in the business rules engine may be limited to ten, including multiple groups of State stakeholders. The Contractor shall be responsible for training these users in order to ensure they are able to effectively and efficiently make changes in the business rules engine.
10. Develop the technical environment specifications for the System, including all necessary infrastructure, software, and tools requested or required to implement and support the System without adversely impacting existing systems. The Contractor shall work with the State of Indiana Office of Technology to plan and develop sufficient technical environments to support the System.
11. Work with the State to understand the functionality of the legacy systems including AIS and CCIS. This information shall be used to create the design of the Integrated Child Care System. The Contractor's implementation plan shall minimize impacts to the legacy systems. After the deployment of the system to production, the legacy systems will be decommissioned by the State. The Contractor shall migrate the data over to the new system. The Contractor shall support the State in planning for decommissioning of its legacy systems.
12. Design of this system shall include a "wrapper" for single sign on to ensure usability and seamlessness. For example, providers/users who are logging into different Salesforce instances would login with their State account and be presented with two portal options as opposed to having multiple logins.

13. The Contractor shall make available any frameworks, user interface designs, lightning web components, APIs designed and created for this system for use in other OECOSL systems.

The State shall be responsible for the following activities:

1. Provide reasonable SME availability for the Contractor to comprehensively identify system design
2. Coordinate availability of other key stakeholders such as, selected child care providers to participate in the design sessions
3. Provide required documentation for the Contractor to form Design artifacts
4. Review and provide feedback to the Contractor for all associated deliverables in the timeframe identified in Section 8.2

8.7 Development

In the Development Phase, the Contractor shall install, modify, and develop the System and perform unit, system, and integration testing to ensure all requirements are satisfied. In order to do this, the Contractor shall establish its infrastructure (if applicable), software, and network environment, including connection to the State network. If response times do not meet the specified performance requirement (DDI Environment(s) Uptime) in these environments, Contractor shall re-evaluate and address issues. The State reserves the right to incorporate new Performance Measures concerning DDI Environment Response Time at that time through the change control process.

The Contractor shall support the State in the corresponding set-up of the infrastructure for the System. The Contractor's development approach shall incorporate appropriate government and industry best practices and be in accordance with the approved standards.

1. The Contractor shall be responsible for the following activities:
 - a. Apply consistent development standards including coding, database, and field naming conventions, in alignment with industry standards.
 - b. Perform/support all necessary testing activities required to implement the interfaces.
 - c. Perform necessary configuration, development, and testing required to implement the functional and technical design. See Section 8.8 for Data Conversion and Migration and Section 8.9 for Testing for additional information on the requirements for these activities.
 - d. Provide and implement application lifecycle management processes to manage requirements through the entire application lifecycle.
 - e. For transfer systems and any customizations to the Contractor's software or platform, provide the State with access to both source/object codes for software components and documentation. Note: All new software functionality built on top of any software will be owned by the State.
 - f. Use a code scanning tool on all source code to identify and allow the developers to correct any code that poses a potential vulnerability or security threat.
2. The Contractor shall produce system documentation. These will be updated during sprints as the solution is tailored for the State. The system documentation will include information on:
 - a. Depiction of all process information, including an indication of processes that are event or time-dependent
 - b. A logical depiction of the physical layout and storage of databases, tables, and records. This will be covered as a part of the Entity Relationship Diagram
 - c. Detailed data definitions, data storage and data access specifications
 - d. Detailed layouts of menus, windows, reports, and forms
 - e. A graphical depiction of the overall architecture

- f. A description of the overall application architecture including primary components/modules, navigational structure, etc.
- g. A description of architectural components that provide generic system functions in support of the application, such as printing, batch, error handling, security, etc.
- h. Detailed infrastructure and software specifications
- i. A graphical depiction of the linkage of batch programs into a physical control process that represents an executable sequence for production

The State shall be responsible for the following activities:

- a. Provide reasonable SME availability to clarify any gaps in the identified requirements and design
- b. Review and provide feedback to the Contractor for all associated deliverables in the timeframe identified in Section 8.2

8.8 **Data Conversion and Migration**

The Contractor's data conversion and migration responsibilities are the following. The Contractor shall:

1. Examine the data from existing sources to identify data challenges early in the project for the data conversion/migration effort and compile a list of defined rules to be built to address challenges.
2. Develop a Data Conversion and Migration Plan to describe the conversion and migration strategy.
 - a. The Data Conversion Plan shall describe the mapping of legacy data to the new System, as well as the methodology and schedule for conversion, migration, and data validation. Also included shall be a list of the legacy data to be included in the migration and legacy data that can be archived. Program staff and the Contractor shall work to define an archival data strategy for archiving historical data that is no longer needed, following State records management rules.
 - b. The plan shall also take into consideration the migration of images and scanned documents, to include a scoping exercise to define what documents/ images need to be migrated; along with a strategy that defines the methodology and adheres to State data governance and retention policies.
3. Provide a data dictionary, data models, data flow models, process models, and other related planning and design documents to the State in a timely manner prior to data conversion/migration validation.
4. Develop scripts to convert high volume data objects automatically.
5. Provide tools to minimize the manual effort required to convert data from the legacy solution and/or synchronize the data between the initial release and the retirement of legacy systems.
6. Lead data conversion and migration activities including developing a schedule for all data mapping and conversion activities involving State resources.
 - a. Coordinate all automated and manual data loads during data conversion.
 - b. Based on the data migration plan and all accompanying data documents, migrate cleansed/converted legacy data to a test environment for demonstrations, system and unit testing, and UAT.
 - c. Perform data conversion testing and provide tools or guidance to help data conversion by identifying common error conditions (e.g., duplicate records) and minimizing manual effort during the data conversion and migration process by automating where possible the corrective action process (e.g., merging duplicate records).
 - d. Validate test data for accuracy and functionality.
 - e. Support the review and approval of data conversion testing results.
 - f. Develop audit trails and logs to ensure that all data has been correctly migrated and, when appropriate, that the correct synchronization has been achieved.

- g. To the degree necessary to meet the Contractor's needs and to meet requirements of this Scope, establish, maintain, implement and manage software tools to include but not be limited to Data Transformation, Data Load, Data Refresh, Data Access, Security Enforcement, Version Control/Configuration Management, Backup and Recovery, Disaster Recovery, Performance Monitoring, Database Management, Platform, Data Modeling, and Metadata Modelling.

The State's responsibilities include, but are not limited to the following:

1. Performing data cleansing in the legacy systems
2. Perform data extraction from legacy systems and provide the cleansed and extracted data in the specified file format in a central repository
3. Provide reasonable Subject Matter Expert's (SME) availability to identify systems and data elements for conversion
4. Provide required documentation for the Contractor to support data mapping between legacy and modernized child care system
5. Review and provide feedback to the Contractor for all associated deliverables in the timeframe identified in Section 8.2
6. Validate the converted data and provide data conversion sign-off

8.9 Testing

The Contractor's testing responsibilities are the following. The Contractor shall:

1. Develop a Master Test Plan that shall be approved by the State before testing activities can begin. The Master Test Plan covers the approach and methodology for all aspects of testing and shall include:
 - a. Definition of test philosophy (including objectives, required levels or types of testing, and basic strategy)
 - b. Strategy for maintaining testing environments to facilitate all testing cycles and any testing needs identified
 - c. Strategy for assisting the State in conducting "what if" analysis testing
 - d. Strategy to be used for creating and populating the test database(s) and maintaining the files during iterative testing
 - e. Strategy for collaboration and sharing of test cases with the State and its designees to support applicable testing cycles
 - f. Explanation of how the testing will satisfy specific objectives and demonstrate that the requirements are met utilizing a Testing Traceability Matrix (TTM).
 - i. The Testing Traceability Matrix shall compare the requirements document to that of the test cases to ensure that the requirements are met and are functioning in line with the State's expectations. The Testing Traceability Matrix will be owned and updated by the Contractor based on State personnel feedback and actioned accordingly. Reporting on status of testing results will include communication on the status of TTM comparisons. Both forward and backwards traceability shall be accommodated.
 - g. Identification of the design modules that will undergo control or data flow analysis
 - h. Explanation of how each phase of the testing is determined to be complete, including how the formal reports/debriefings will be conducted and methods for tracking pass-fail test results
 - i. The testing facilities, environment, and specific testing tools to be used
 - j. Processes and procedures that will be used for releasing and reviewing testing results
 - k. Identification of the following for each testing cycle:
 - i. Facilities/tools to be used
 - ii. Staff/resources

- iii. Method for review of test case and procedures
 - iv. Configuration management
 - v. Procedures for releasing test results
 - vi. Test data refreshing
 - vii. Planned testing environment
 - viii. Acceptance criteria that determine whether a phase of testing has been completed. This includes criteria such as number and types (severity) of defects.
 - ix. Mapping of the test cases to the requirements and reporting on the status/ progress
2. Test Plan shall include explanation of testing methodology and planned actions for testing numerous new-issue and old model mobile devices operating on both Android and iOS platforms.
 3. Manage the following test cycles, tracking progress through quality reports:
 - a. Construction and unit test
 - b. System test
 - c. Performance test
 - d. Regression test
 - e. Integration test
 - f. Interface test
 - g. Security test
 - h. System end-to-end test
 - i. Conversion test
 - j. Operational Readiness Review (ORR)
 - k. Implementation test
 - l. Penetration testing
 4. Support User Acceptance Testing (UAT) when requested (e.g., integrated planning, defect triage and correction, subject matter advice and clarifications). UAT shall be conducted with representatives of all end user groups, including State teams, providers, and families.
 5. Develop test scripts covering all of the functionality for each testing cycle in collaboration with the State.
 6. Support the testing environment including, but not limited to, creating the test datasets, creating de-identified test data sets, and resetting the test data to support the re-running of test scripts.
 7. Provide defect management tool(s) and procedures for tracking, managing, and reporting system defects during testing. Please see Section 9 for additional information on Defect Management.
 8. Automate testing where possible. Utilize automated testing tools to increase test execution speed and accuracy within the testing phases.
 9. Train State staff involved in testing on the system and test procedures.
 10. Run validation and testing software against externally facing Internet applications to help identify potential security issues and repair any deficiencies found during this testing.
 11. Refine, update, and make available all test documents, procedures, and scripts throughout development and through full system acceptance to reflect the current requirements.

The State's responsibilities include, but are not limited to:

1. Develop and execute UAT test scripts during sprints (incremental UAT) and during final UAT
2. Create test plan, test scripts and test data in preparation to conduct UAT
3. Identify and communicate any defects to the Contractor
4. Provide UAT sign-off

8.10 Implementation

The Contractor shall propose implementation activities, including relevant analysis, based on their prior experience for State consideration. The State will ultimately approve the final implementation plan.

The Contractor shall fulfill the following implementation responsibilities:

1. Provide guidance regarding the Implementation plan and help develop the plan, including identifying the scope, participants, timeline, risks, and mitigation strategies.
2. Conduct a pre-implementation readiness assessment.
3. Develop the Release Plan, which shall also include both pre-production and production releases. It shall include, but is not limited to, the following processes and activities:
 - a. Establishment and implementation of plans and procedures for the Release Management function
 - b. Rollout Planning – Plan for and schedule rollout of new services or sites
 - c. Release Planning – Plan for, coordinate, and schedule releases of new versions of the software, data, procedures, and training
 - d. Rollout Management – Deliver services to new sites or existing sites
 - e. Release Control – Monitor the release process and adhere to release schedules
 - f. Migration Control – Coordinate the promotion of new releases from development to test to production
 - g. Release Testing – Coordinate the actual testing of releases/updates
 - h. Software and Data Distribution – Verify delivery of the correct versions of the software, data, or configuration releases to all locations, regardless of hardware type (server, workstation, laptop, etc.)
4. Develop the Stabilization Plan, outlining how the Contractor shall confirm stability of the system following implementation.
5. The Contractor shall address and correct all findings and work with the State to gain formal written acceptance before Implementation.
6. Develop specified user guides
7. Conduct training per approved Training Plan, measure training results, and adjust as needed.
8. Roll out the Implementation according to the approved plan and without any disruptions to the normal operations.
9. Lead check-point meetings and provide relevant information to help the State make informed decisions.
10. Update all documentation and assist in the smooth transition to System M&O.
11. Develop and deliver an Operations Manual. Plans for the following services shall be included in this Deliverable:
 - a. System administration and operations;
 - b. Incident/problem management;
 - c. Root cause analysis;
 - d. System monitoring;
 - e. User account management;
 - f. Security administration;
 - g. Database administration;
 - h. Break-fix;
 - i. Change and release management;
 - j. Configuration management;
 - k. Standards and processes to describe the Contractor's approach to any concurrent development code streams needed;

- l. Performance management;
 - m. Capacity planning and management;
 - n. Technology refresh and replenishment services;
 - o. Disaster recovery services;
 - p. Data retention and archiving; and
 - q. Escalation procedures.
12. Support the State in the retirement (archival/decommissioning) of legacy systems.
 13. Complete all Post-Implementation Warranty Activities, including defect management and resolution according to the Warranty requirements in Section 15.

The State's responsibilities include, but are not limited to:

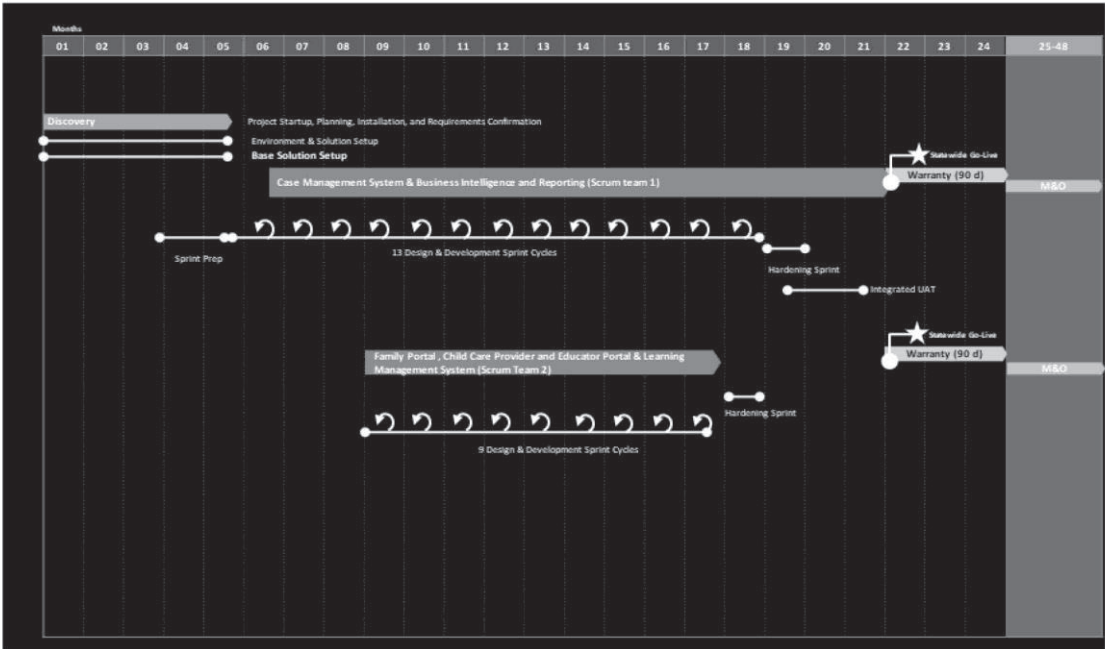
1. Provide a go-live decision to deploy the system into production environment
2. Support validation of deployed code and production data
3. Send out release communications to notify the stakeholders of the deployment
4. Support product backlog refinement to prepare for the Maintenance and Operation (M&O) phase

8.11 **Project Schedule**

Figure 8.1 describes the high-level project schedule. This high-level project schedule is an estimate and all time periods are subject to change via the change control process. The key aspects of this high-level project schedule are summarized as follows:

- A five-month discovery phase
- Two scrum teams
 - Scrum team 1: Case Management System & Business Intelligence and Reporting, consisting of 13 four-week sprints
 - Scrum team 2: Family Portal, Child Care Provider and Educator Portal, & Learning Management Systems, consisting of 9 four-week sprints
- One hardening sprint for each scrum team
- Two months of integrated UAT
- A single, big-bang go-live implementation for all five functional areas
- 90 days of production warranty
- 24 months of M&O

Figure 8.1 High Level Timeline



9. DEFECT MANAGEMENT

As part of testing, the Contractor shall resolve defects identified by the State or Contractor according to the approved Master Test Plan (the State will decide on entry/exit criteria of moving from one testing phase to another). The Contractor shall attend, schedule, and/or hold defect management meetings as directed by the State. The defect severity level categorizations are provided in the chart below.

Severity Level	Description	Example
Critical	System failure where the solution or a critical component of the solution does not function and no further processing is possible.	System is not available, significant number of users or key users are unable to log into the system or a significant number of users or key users are unable to proceed with any use of a critical component.
High	A critical business function or solution component does not work as required, and no acceptable State-approved workaround is available	Critical component or functionality unavailable or produces incorrect results for a significant number of end users or key end users (acceptable State-approved workaround is not available).
Medium	Restricted function capability; however, processing can continue.	Non-critical component unavailable or functionally incorrect (acceptable workaround is normally available).

Severity Level	Description	Example
Low	Minor or cosmetic issue.	Usability errors; screen or report errors that do not materially affect the quality and correctness of function, intended use, or results.

Defects shall be resolved according to the timelines below. The State may provide additional details on required timelines. Resolution includes either defect correction or providing a mutually agreeable resolution plan or workaround.

1. Pre-go live defect resolution timelines. Defects identified by the State during testing shall be resolved within the following timeframes:
 - a. Critical Severity defects: within two (2) business days of identification
 - b. High Severity defects: within two (2) business weeks of identification
 - c. Medium and Low Severity defect timelines will be determined with the State in the Master Test Plan.
2. Post-go-live defect resolution timelines. Defects identified by the State after Statewide Implementation shall be resolved within the following timeframes, unless otherwise approved by the State:
 - a. Critical Severity defects: within eight (8) hours of identification
 - b. High Severity defects: within one (1) business week of identification
 - c. Medium Severity defects: as agreed based on defect prioritization and scheduling discussions
 - d. Low Severity defects: as agreed based on defect prioritization and scheduling discussions

Defect Logging Guidelines: Defects shall be well-written in the log and minimize the need for clarifications. Where possible, the tester shall include screenshots of the error, videos of the test process that resulted in the subject defect, or similar information that will allow the State to make an assessment of the defect and the Contractor to design and develop a complete fix. The Contractor shall meet with the State weekly, or on another agreed upon timeframe, to discuss defect triage, resolution plans, and workarounds for newly created defects. All tickets issued shall be maintained for, at minimum, the length of the Contract by the Contractor. All tickets shall be responded to with confirmation of receipt as soon as possible and at minimum, within the timeframes outlined above. The Contractor's ticketing management software shall be compatible with the State's Call Center's ticket management system, as designated by the State.

10. TRAINING

10.1 Purpose

The Contractor shall complete training activities to provide that users receive training on the System and the associated business process changes. The Contractor shall develop the training courses and materials and deliver training according to the Training Plan. The Contractor shall work with the State in planning, developing, and implementing all training across program locations.

10.2 Training Plan

During the initial phases of the project, the Contractor shall develop a comprehensive Training Plan for each group that shall receiving training prior to System implementation and throughout the life of the Contract. Content will contain the following elements for each trainee group:

1. Description of proposed training methodology;
2. Activities to support the various phases of the training (analysis, design, development, implementation, and evaluation);
3. Description of staff and resources required (tools, software, and equipment);

4. Definition of user roles;
5. Identification and development of appropriate curriculum and delivery models;
 - a. This shall include video trainings for stakeholders and end users
6. Validation and approval of training materials related to the System;
7. Description of training assessment that shall include a remediation plan for addressing training that did not meet expectations and associated materials;
8. Building and maintaining the training environment(s) ("sandbox environment");
9. Creation of user profiles and log-in credentials as requested by the State to allow trainers, State staff, and other end users appropriate access to the training environment and materials; and
10. Development of training surveys for both:
 - a. Directly after the training to measure how well the training was delivered
 - b. 2 – 4 weeks post go-live to measure how well the training prepared system users.

Note that the Contractor shall work with the State to identify and mutually agree on actions to address any gaps identified from the survey results.

During early outreach to representatives of State-selected Providers and OECOSL stakeholders, input related to UX shall be solicited and factored into the Training Plan.

The Training Plan will include the approach for the train-the-trainer sessions such that OECOSL-appointed trainers are prepared to deliver the training to end-users as specified in the Training Plan.

The overall training approach employs different methods to meet the needs of users and stakeholders. Those methods include:

- **Web-based Training (WBT):** Self-paced, web-based training delivered online. WBTs help learners build foundation knowledge of the integrated Child Care System before attending facilitated training.
- **Journey Maps:** Interactive, comprehensive, one-page summaries that guide users through scenario mimicking situations they face each day.
- **Nano Learning:** Deep-dive segments that build awareness and explain system concepts delivered in 5- to 10-minute timeframes. These can include step-by-step instructions and tips for executing system tasks and transactions. Nano Learning often takes the form of video.
- **Virtual Instructor-Led Training (VILT):** Course materials presented by facilitators to learners who are also interacting with the new system in a sandbox or a simulated training environment resembling the system. Provides users with role-specific instruction and hands-on practice. Asynchronous Virtual Instructor-led trainings are an ideal way to deliver targeted training to large audiences in a controlled period of time.
- **Reference Guides, Quick Reference Guides / Data Dictionaries:** Materials supplemental to the training that offer post-training support and address the most common / most critical topics. These Help users build / deepen system knowledge after they complete training.
- **Online Help:** Screen and field-level documentation available online. Provides background, prerequisites / dependencies, and step-by-step procedures and can include field definitions and appropriate field values.

Contractor shall develop support materials as appropriate based on Analyze and Design activities. These support materials could include strategic communications, quick guides, tutorials, and FAQs. Support materials will be developed and delivered according to the modalities most suited to the target user groups (e.g., online or PDF-based formats). Given the large number of users to be trained, Contractor will leverage asynchronous virtual ILT (live and recorded sessions) where appropriate so training can be delivered timely to all impacted users.

In addition, the Contractor shall develop up to 2 brief general overview videos promoting for public and non-public awareness of the changes and the benefits of the changes. The content and format of the videos will be determined during the Analyze phase.

10.3 Training Execution

1. The Contractor shall produce the required training materials to address training needs. This covers train-the-trainer, virtual instructor-led classroom training, computer-based training, Nano learning (including video as appropriate), workshops, quick reference guides, and training manuals.
 - a. The State will provide subject matter specialists, super-users, and trainers as required to complete courseware reviews, identify specific exercise scenarios and support data identification.
 - b. Persons and third-party contractors chosen by the State shall be trained based on the approved Training Plan. Computer-based training, quick reference guides, and training manuals shall also be developed for each party.
2. The training materials shall cover all of the System functions as appropriate for each trainee group. All training materials shall be provided by the Contractor in electronic format for review and feedback. Training shall not begin without State approval of materials. Training materials will be created in English. All Training materials shall be 508 compliant as defined in the Training Plan. Any translations to additional languages will be the responsibility of the State. Training materials shall include:
 - a. Course outlines and content
 - b. Trainee materials to be used during the training course(s)
 - c. Training Manual (to be used by the trainers) describing the objectives of the course(s), key topics, and exercises
 - d. Description of each System function/module/feature
 - e. Description of the data elements and their range of values and business rules
 - f. Description of system workflows and "Day-in-the-Life" scenarios such as use cases
 - g. Hands-on and workbook exercises to reinforce system concepts
 - h. Tips and key references for navigating the System
 - i. Use of ad hoc reporting tools and features
3. All training approaches and materials shall factor in UX based on the findings from outreach to representatives of each trainee group.
4. The Contractor shall provide that all procedures, training environment hardware and software configurations, classroom setup requirements, and content reflect the most current information for the training activities.
5. The Contractor shall assist with the scheduling of all train-the-trainer and virtual ILT trainings in a manner that is least disruptive to normal business operations. The Contractor shall also coordinate with the State to confirm that materials are ready in advance of training.
 - a. The Contractor will administer training logistics and related compliance activities, inclusive of enrollment/registration, attendance tracking, and reporting.
 - b. The Contractor will use the Cardinality LMS Platform for learning management to track course enrollment, attendance, and WBT completion.
 - c. The State will provide the necessary training facilities and equipment, including training rooms, hardware, network access, audio-visual equipment, and classroom supplies in accordance with the project timeline and milestones.
6. During the Implement Phase, the Contractor shall conduct train-the-trainer sessions for the virtual instructor-led training courses using the "prepare me, tell me, show me, try me, ask me" approach. Contractor shall provide two (2) train-the-trainer sessions for each instructor-led course for identified

OECOSL training staff. OECOSL trainers will be responsible for delivering the virtual ILT sessions to end users.

- a. OECOSL trainers and employees retain general personal computer (PC) literacy skills including an adequate level of experience and general comfort using computers in a web-based environment. Minimum PC literacy standards include:
 - i. Ability to use and manipulate a mouse including double-clicking, pointing and clicking, pointing and dragging, and right-clicking.
 - ii. Ability to resize pages, work with multiple pages.
 - iii. Ability to open and close Windows and navigate through text boxes.
 - iv. Basic understanding of keyboard and location of keys, including common shortcut keys (example: Control +C to copy or Control +V to paste).
 - v. Ability to open and select values from drop-down menus and radio buttons.
 - vi. Ability to use standard navigational toolbars, menus, and taskbars.
 - vii. Basic understanding of internet terminology (e.g., URL, links).
 - viii. Basic understanding of internet navigation commands.

11. SYSTEM MAINTENANCE AND OPERATIONS (M&O)

The Contractor shall maintain and operate the system after completion of DDI, including performing of maintenance upgrades, software upgrades, and functional changes to its system(s) and database(s) as needed that are required to keep pace with system and program demands. Contractor shall conduct any M&O upgrades in an agreed upon timing to minimize impact of such upgrades on System availability and usage. The Contractor shall develop and maintain a State-approved M&O project plan detailing all plans for M&O and Enhancements. The Contractor's responsibilities are the following:

11.1 General Systems Support

The Contractor shall develop, execute, and manage processes and procedures required to provide technical and functional support for the System and address all questions and reported problems related to the technical and functional operation of the System. In addition, the Contractor shall perform defect resolution of all defects discovered (according to the timelines required and criteria defined in Section 9 Defect Management) and make routine maintenance changes in the ordinary course of the Contractor's provision of services defined within the scope of its Contract (such as changes to operating procedures, schedules, equipment configurations) at no additional cost to the State.

11.2 Infrastructure Management

During the M&O phase, the State will be provided an opportunity to select between the following two options for the M&O phase.

Option 1: The Contractor will continue the infrastructure DDI responsibilities as part of the M&O phase should the State choose to. If this option is chosen, then the DDI responsibility matrix in Section 8.4 will be used for the M&O phase until the end of the Contract period.

Option 2: The Contractor will transition the infrastructure responsibilities to the State. Should the State choose to take over responsibilities, the Contractor will transition responsibilities defined within the DDI phase to the State. A mutually agreed-upon transition process and timeline will be proposed by the Contractor and approved the State.

After the transition phase, the State will be responsible for all activities of installation, configuration, patching, upgrading, monitoring, and security in all categories, including the following:

- Compute
- Containers
- Database
- Analytics
- Serverless
- Network & CDN
- AWS Cost Management
- Management & Governance
- DevSecOps
- Security, Identity & Compliance
- Storage

11.3 Middleware Management

The Contractor shall maintain the infrastructure architecture and tool set for all applicable non-production and production users (for State-hosted solutions, this will be done through IOT). In addition, the Contractor shall support current and forecasted licensure in non-production and production environments, ensure necessary licensure agreements are maintained with applicable parties, and plan and execute tasks required to ensure the System components stay relevant and useable. This support shall include resolution of functional issues, application of patches, preventative maintenance, planning/execution of upgrades, and regular performance monitoring and performance reporting. The Contractor shall communicate to the State any available information on product roadmaps, planned upgrades, and enhancements, and seek State input when necessary, at least on a quarterly basis and provide periodic review of overall performance, lifespan, maintenance. The Contractor shall provide periodic reporting on overall infrastructure health and conduct proactive maintenance so ensure business continuity is required.

11.4 M&O Testing

The Contractor shall conduct comprehensive testing on all System components impacted by M&O activities (including Enhancements) to find and resolve any defects identified without any effect on business continuity.

11.5 Application Monitoring

The Contractor shall monitor all System components to confirm that they are available per State requirements and in alignment with meeting and exceeding applicable Service Level Agreements (SLA) and Performance Measures (Section 14). This monitoring shall include troubleshooting and security incident management. Additionally, the Contractor shall provide recommendations on architecture or software/infrastructure adjustments that could be made to minimize operational risk on a semiannual basis.

11.6 Incident Management

The Contractor shall properly plan and conduct services to minimize the occurrence of incidents and/or problems with the System components. If incidents and/or problems arise, the Contractor shall work with the State to resolve issues in a timely manner. The Contractor shall have a clear escalation procedure through the appropriate chain of command to ensure that the production issue receives appropriate attention to meet the level of urgency.

11.7 Access Management

The Contractor shall assist in the definition of user roles and security configurations, specifically the creation of new roles and monitoring of user access rights in relation to internal requirements. The Contractor shall manage unique logon IDs and security profiles for users authorized by the State, including other contractors, to have access to the System.

11.8 Training

1. The Contractor shall keep all training materials updated to reflect the latest System changes. Updates to training materials shall be limited to what is needed to address approved System enhancements and the associated effort will be incorporated as part of the enhancement scope of work.
2. The Contractor shall record facilitated trainings so they can be accessed by end-users who either are not able to attend the live sessions or want a refresher course. In addition, Contractor will provide recorded sessions for use by staff and managers who are newly hired. The Contractor team will provide the State ongoing and remedial training, updated training material, and training documentation on the Cardinality LMS platform up to 30 days after go-live.
3. The Contractor's computer-based training, quick reference guides, and training manuals shall be detailed and user-friendly enough to sufficiently help new users learn to use the System.

11.9 Disaster Recovery and Business Continuity

The Contractor shall comply with and maintain the approved Business Continuity Plan (BCP) and Disaster Recovery (DR) plans and support FSSA in updating these plans, as applicable, based on the evolution of data, infrastructure/architecture, and tools. See Section 12 for more information.

11.10 Enhancements

The Contractor shall provide a capped Enhancements Pool of 8,000 hours a year during the M&O phase plus an additional 1,333 hours available during the first six months of M&O. The State reserves the right to adjust the number of hours in the Enhancement Pool throughout the course of the Contract to meet the State's needs.

The Contractor shall review and analyze end-user feedback and submit recommendations for enhancement opportunities for the State's consideration. End user feedback should be reviewed every other week during the first three months after implementation. Subsequent feedback reviews will occur on a mutually agreed upon schedule, no more frequent than monthly.

These Enhancement Pool hours include project management, requirements gathering and validation, design, development, testing, and implementation needed for enhancements. The State is not required to use up the hours and dollars allocated for the Enhancements Pool for each year. Any project management, requirements gathering, design, development, testing, and implementation activities needed for Enhancements shall be conducted according to the Contract's SDLC processes. Enhancements can be for new System components or modifications/configuration changes to existing System components. Any update that requires less than or equal to 60 hours of work shall be considered part of M&O. Enhancements are governed by the Enhancements Request and Approval Process as detailed below.

The State and Contractor shall work to maintain a level of staffing continuity for Enhancement Services team in order to support staffing availability of the appropriate skills and the level of effort required for the Approved Enhancement requests.

The Contractor shall conduct comprehensive testing on all System components impacted by the Enhancement to find and resolve any defects. Changes that are needed to fix an Enhancement after it is implemented and that are brought to the Contractor during the Software Warranty period will be covered by the Fixed Fee for the Approved Enhancement and shall not decrement any further hours from the Enhancements Pool.

11.10.1 Enhancements Request and Approval Process

The following process shall govern request and approval of any Enhancements:

1. The State shall issue an Enhancement Request within this Contract's scope. The Enhancement Request shall include:
 - a. Description of the proposed Enhancement, including requirements
 - b. Justification of the Enhancement
 - c. Implementation date
 - d. Anticipated work location(s) and non-standard work hours, if applicable
 - e. Deadline for Contractor to provide an Enhancement Impact Analysis
2. The Contractor shall respond with an Enhancement Impact Analysis within fifteen (15) days (or such longer period as the Contractor and the State may mutually agree) following receipt of an Enhancement Request. At a minimum the Enhancement Impact Analysis shall include:
 - a. Description and justification of the proposed Enhancement
 - b. Staffing plan (organization chart, staff names and titles)
 - c. A proposed fixed-fee budget with a cost breakdown (hours by individual multiplied by contractual rates) by Enhancement DDI Deliverable as described in Section 13.3
 - d. Staffing projection analysis, with supporting documentation
 - e. An analysis of the impact of the proposed Enhancement on the following (as appropriate given the nature of the proposed Enhancement):
 - Scope of the Contract
 - Projected or anticipated savings, if any
 - Performance measures
 - Delivery dates
 - Security impacts and how they shall be addressed
 - Any other matter reasonably requested by the State or reasonably considered by the Contractor to be relevant
 - f. A list of work products or deliverables
 - g. A timeline for implementation of the proposed Enhancement
 - h. Any required assumptions and State responsibilities
3. The State shall review the Enhancement Request and Enhancement Impact Analysis and approve the Enhancement Request or disapprove it with feedback. Disapproved Enhancement Requests may be resubmitted to address the State's feedback.
4. Once the Enhancement Impact Analysis has been approved for implementation (including any modifications made during the review process), the Enhancement Impact Analysis shall be deemed an approved Enhancement Request. The Contractor shall not begin work on any Enhancement Request prior to receiving this written and dated State approval (Approved Enhancement Request).
5. The Contractor shall update project documents to reflect the latest changes.

6. The Contractor shall be paid the agreed-upon fixed fee as broken out in Section 13.3 for the Approved Enhancement Request, regardless of actual hours worked, upon State approval of the completion of the Enhancement Request, unless otherwise approved by the State.

11.11 Help Desk

System users (including State staff, third party State contractors, and other potential users) shall have access to a technical help desk that provides answers to System questions and addresses System issues that arise. The Help Desk shall route policy or training questions and issues to correct Contractor or State staff as applicable.

The Contractor shall lead and staff the Help Desk team and include embedded staff from the State, as requested. The Help Desk shall be operational immediately following Statewide Implementation.

The Help Desk shall respond quickly and effectively to resolve user issues. Help desk procedures and checklists shall guide staff on how to answer or research user calls or emails. The Contractor shall create Standard Operating Procedures (SOPs) and Checklists to be used by the Help Desk. The SOPs and Checklists shall be reviewed and approved by the State.

The Help Desk team shall create help desk tickets for Tier 1, 2 and 3 level issues. Note that Tier 1 level issues will come from internal State staff or contracted staff using the System, rather than families or providers. The Contractor shall support the State in answering questions or concerns that originated from families and providers when the State determines that a specific question or concern requires Contractor's input or expertise. The Help Desk staff shall work in conjunction with other Contractor staff (and State staff as necessary) to resolve complex technical issues.

The Help Desk shall be available during the hours of 7:00 a.m. to 5:00 p.m. (ET) Monday through Friday on State business days. The Help Desk shall have the ability to receive and record voice messages outside of business hours for Contractor review and response.

The Help Desk shall be able to resolve issues at a timely rate. A specific resolution timeframe requirement for each Tier shall be proposed by the Contractor and approved by the State prior to Statewide Implementation.

The Contractor shall provide training for the Help Desk to support quality and efficiency of help desk services.

12. DISASTER RECOVERY AND BUSINESS CONTINUITY

The Contractor shall assist the State in developing and maintaining a Disaster Recovery Plan (DRP) and Business Continuity Plan (BCP) for the System and assist in disaster recovery testing.

The BCP shall provide adequate backup and recovery for all operations, both manual and automated, including all functions required to meet the backup and recovery standards: Recovery Time Objective (RTO) and Recovery Point Objective (RPO).

The DRP shall present actions taken before, during, and after a disruptive event as well as procedures required to respond to an emergency and providing back-up operations during a disaster. The DRP shall outline how to respond

to an emergency or other occurrence (e.g. fire, vandalism, system failure, and natural disaster) that damages systems that contain electronic protected health information. The disaster backup and recovery plan shall address what to do if a computer system and/or the data files are violated lost, damaged, or inaccessible. The disaster backup and recovery plan shall adhere to all HIPAA requirements.

After the Disaster Recovery Plan and Business Continuity Plan's approval, the Contractor shall comply with and maintain them. The Contractor shall update these plans (or support FSSA, OECOSL, and IOT), as applicable, based on the evolution of data, system functionality, infrastructure/architecture, and tools. In case of a disaster, the Contractor shall carry out responsibilities assigned to the Contractor in the plan both prior to and during a disaster. This may include, but is not limited to, the following activities:

1. Support annual testing including, but not limited to:
 - a. Plan and schedule business continuity and disaster recovery testing of the System;
 - b. Recover the System and bring it back online;
 - c. Recover data and storage according to Recovery Time Objective (RTO) requirements; and
 - d. Assist with/resolve recovery issues.
2. Participate in post testing activities and help develop reports certifying the achievement of RTO and RPO objectives as well as readiness of the disaster recovery system to support business operations.
3. Identify appropriate resources to support disaster recovery/business continuity planning, testing, and execution.
4. Perform Contractor-specific tasks outlined in the Disaster Recovery/Business Continuity Plans within the agreed-upon timeline.
5. Be available for contact and maintain a call tree to ensure the State can contact the Contractor and resources required to work on the recovery.
6. Refresh each System environment to support the recreation of the environments and to support diagnostics and problem resolution as necessary.
7. Provide specifics on recovery of business processes and system recovery procedures whose topics include, but are not limited to:
 - a. Steps required to recover the application;
 - b. Order of recovery steps; and
 - c. Verification processes.

13. BILLING AND INVOICING

13.1 DDI Billing and Invoicing

DDI Billing and Invoicing shall be divided into three phases: Discovery, Sprints, and Implementation. Within these three phases, payment shall occur upon completion (as determined by written State approval, including approval of all required deliverables) of Payment Milestones. The Contractor shall invoice for each Payment Milestone if there were no instances of noncompliance with DDI Performance Measures. If there are one (1) or more instances of noncompliance with DDI Performance Measures within a Payment Milestone:

1. The Contractor shall invoice for ninety percent (90%) of the Payment Milestone cost; and
2. The Contractor shall follow the process outlined in Section 14.1.

The table below displays the Payment Milestones, Payment Amounts, and corresponding Deliverables for the Discovery Phase.

Payment Milestones	Payment Amounts	Deliverables
Discovery Milestone 1	\$354,396.25	Project Management Plan
		Definition of Done / Definition of Ready (DOD/DOR)
		Master Test Plan
		System Architecture Design
		Technical Environment and Infrastructure Design
Discovery Milestone 2	\$658,164.46	Gap Analysis Report
		Epics and Users Stories
		Glossary of Terms and Acronyms
		Data Conversion/Migration Plan
		Functional and Technical Requirements Traceability Matrices
Total	\$1,012,560.70	

The Sprint Phase shall be completed by two separate Sprint Teams. The table below displays the Payment Milestones, applicable Sprint Team, Payment Amounts (for each Payment Milestone), and corresponding Sprint Completion Deliverables.

Payment Milestones	Sprint Teams	Payment Amounts	Sprint Completion Criteria
Sprint Team 1 Milestones 1-13	Sprint Team 1 (Case Management, Business Intelligence and Reporting)	\$382,233.88 (for each Payment Milestone)	User stories in current sprint meet Definition of Done criteria
			Solution Detailed Design is updated
			Sprint Acceptance Test Scripts & Report is submitted
Sprint Team 2 Milestones 1-9	Sprint Team 2 (Family Portal, Child Care Provider and Educator Portal, and Learning Management System)	\$122,924.86 (for each Payment Milestone)	User stories in current sprint meet Definition of Done criteria
			Solution Detailed Design is updated
			Sprint Acceptance Test Scripts & Report is submitted
Total		\$6,075,364.18	

The table below displays the Payment Milestones, Payment Amounts, and corresponding Deliverables for the Implementation Phase.

Payment Milestones	Payment Amounts	Deliverables
Implementation Milestone 1	\$1,215,072.84	Implementation Plan
		Stabilization Plan
		Operations Manual
		Complete Implementation (UAT)
Implementation Milestone 2	\$546,782.78	Complete Implementation Roll Out
		Successful Data Migration Completion
Implementation Milestone 3	\$1,275,826.48	Post-Implementation Warranty Activities

Total	\$3,037,682.10

The table below displays the Payment Milestones for Infrastructure Management Services. These Payment Milestones align with the Payment Milestones for the Discovery Phase, Sprint Team 1, and Implementation Phase. If funds are withheld for any corresponding Payment Milestone for noncompliance with DDI Performance Measures, then funds shall also be withheld for the corresponding Infrastructure Management Services Payment Milestone.

Infrastructure Management Services Payment Milestones	Corresponding Payment Milestones	Payment Amounts	Completion Criteria
Milestone 1	Discovery Milestone 1	\$76,739.39	Submission of report summarizing infrastructure management services performed for the milestone period
Milestone 2	Discovery Milestone 2	\$142,516.01	
Milestone 3	Sprint Team 1 Milestone 1	\$101,194.80	
Milestone 4	Sprint Team 1 Milestone 2	\$101,194.80	
Milestone 5	Sprint Team 1 Milestone 3	\$101,194.80	
Milestone 6	Sprint Team 1 Milestone 4	\$101,194.80	
Milestone 7	Sprint Team 1 Milestone 5	\$101,194.80	
Milestone 8	Sprint Team 1 Milestone 6	\$101,194.80	
Milestone 9	Sprint Team 1 Milestone 7	\$101,194.80	
Milestone 10	Sprint Team 1 Milestone 8	\$101,194.80	
Milestone 11	Sprint Team 1 Milestone 9	\$101,194.80	
Milestone 12	Sprint Team 1 Milestone 10	\$101,194.80	
Milestone 13	Sprint Team 1 Milestone 11	\$101,194.80	
Milestone 14	Sprint Team 1 Milestone 12	\$101,194.80	
Milestone 15	Sprint Team 1 Milestone 13	\$101,194.80	
Milestone 16	Implementation Milestone 1	\$263,106.48	
Milestone 17	Implementation Milestone 2	\$118,397.92	
Milestone 18	Implementation Milestone 3	\$276,261.80	
Total		\$2,192,554.00	

Regardless of the final length of DDI as compared to the Project Schedule in Section 8.11, the Contractor shall not be paid more than the total amounts listed above, except if approved by the State due to significant change in the Contract responsibilities via a change order(s).

13.2 M&O Billing and Invoicing

The Maintenance and Operations phase of the Contract begins 91 days after completion of Statewide rollout.

During the Maintenance and Operations phase of the Contract, the Contractor shall bill a flat monthly Maintenance and Operations fee of \$141,970.55 per month for the System (including all Functional Areas) maintenance and operations responsibilities.

Prior to System go-live (or other agreed upon date), the State will determine how to define AWS support for the Maintenance and Operations period. The following outlines the two potential options for the Maintenance and Operations phase:

- **Option 1:** Contractor to provide AWS support at \$51,488 per month for the Maintenance and Operations phase
- **Option 2:** Contractor to provide AWS support and perform a transition of AWS support to IOT at \$91,040 per month for three (3) months, or other time frame as approved by the State.

In each month, the Contractor shall invoice for ninety percent (90%) of the amounts due for Maintenance and Operations (the set monthly fee for the System M&O).

The remaining ten percent (10%) of the Maintenance and Operations Fee for a given month, shall be noted on the invoice but withheld (i.e., not invoiced), until the State determines that the Contractor has met with that month's Performance Measures as described in Section 14.2. The State may take no more than the full following month (beyond the invoiced month) to determine/confirm compliance.

13.3 Payments for Enhancements

For all State-approved Enhancement Requests, the Contractor shall be paid an agreed-upon fixed fee schedule. Regardless of the number of hours worked on the Approved Enhancement Request, the Contractor shall be paid the fixed fee, unless otherwise approved by the State or adjusted via a mutually agreeable change request to the Approved Enhancement. Note that no payment shall be made for work on Enhancements prior to State approval of the Enhancement. The Enhancement Pool project shall be paid in a two-part process.

1. Enhancement Initiation - The time spent initiating the enhancement and gathering requirements shall be billed monthly based on the hours incurred per position. After requirements have been formally documented, they shall be presented to OECOSL for review and approval.
2. Enhancement DDI – Once the requirements for the Enhancement have been formalized, the State and the Contractor shall determine a fixed price for the Enhancement project and the State shall approve the Enhancement by signing the Enhancement Request document. The project shall then be broken into one or more sprints.
 - a. Enhancement Sprints – 65% of the total fixed price for the Approved Enhancements will be paid upon Sprint completion, or in the event the parties agree to multiple Sprints, then evenly distributed across the total number of the sprints. A sprint shall be considered complete when its Definition of Done criteria has been achieved for the sprint
 - b. Enhancement Implementation – The Enhancement Implementation deliverable shall be 35% of the total fixed price of the Approved Enhancement request. It shall be considered complete when the State approves the Deliverable for implementation of the Enhancement and 10.5% shall be paid at that time with the balance of 24.5% paid when the 90-day warranty period has ended.

13.4 Payments for Licensing

The State will procure licenses directly through the software vendors for the length of time required for the services and within the timeframes listed below unless software alternatives are identified to any of the below or the State determines certain software is not needed:

- Salesforce licenses - on project start date
- AWS Infrastructure and related monitoring tools - within 30 days of project start
- Mulesoft - within 30 days of project start
- OwnBackUp for data backup - within 12 months of project start
- Cardinality for Family Portal, Provider Portal and LMS - within 30 days of project start

- Informatica or Azure Data Factory (ADF) - set up existing state installation for ETL within 90 days of project start
- JIRA/Atlassian - on project start date
- Abode Experience Manager (AEM) for Document generation - within 30 days of project start date
- Corticon Rules Engine - within 30 days of project
- Mobile Caddy - within 6 months of project start date
- Call Center/IVR/Telephony application - within 15 months of project start date

13.5 Hourly Rates

The hourly rates for staff positions are as follows:

Staff Position	Hourly Rate
Project Director	\$ 350.00
Operations Manager	\$ 311.00
Lead Architect	\$ 201.00
Implementation Lead	\$ 150.00
Database Administrator	\$ 116.00
Training Lead	\$ 157.00
Testing Lead	\$ 236.00
Security Lead	\$ 325.00
Security Project Manager	\$ 301.00
Deputy Cyber Operations Lead	\$ 224.00
Scrum Master	\$ 198.05
Development Manager	\$ 175.00
Identity and Access Management Lead	\$ 168.00
Security Information and Event Management Lead	\$ 168.00
Infrastructure Lead	\$ 157.00
Development Lead	\$ 157.00
Cardinality Application Developer	\$ 113.50
Mulesoft Developer	\$ 132.00
Salesforce Developer	\$ 132.00
Integration/Interoperability Lead	\$ 133.00
Conversion Lead	\$ 130.00
Business Intelligence Reports Developer	\$ 130.00
Scrum Analyst	\$ 127.00
Technical Analyst	\$ 102.00
Salesforce Junior Developer	\$ 102.00
Application Security Scanning Developer	\$ 105.00
Security Testing Lead	\$ 105.00
Compliance Lead	\$ 105.00
Business Continuity/Disaster Recovery Lead	\$ 105.00
Training Developer	\$ 91.00
Training Facilitator	\$ 91.00
Application Tester	\$ 83.00
Help Desk Support	\$ 77.00
Product Developer	\$ 57.00
Product Tester	\$ 40.00
AWS Infrastructure Lead	\$ 309.00
AWS Lead Architect	\$ 201.00
Architecture Design Manager	\$ 198.00
Cyber Security Engineer	\$ 175.00

Infrastructure/DevOps Lead Engineer	\$ 175.00
Architecture Operations Lead	\$ 175.00
Infrastructure Analyst	\$ 175.00
Sr. Security Engineer	\$ 175.00
Cyber Architect	\$ 168.00
Security Engineer	\$ 130.00
Sr. DevOps Engineer	\$ 130.00
Sr. Network Engineer	\$ 130.00
AWS/DevOps Engineer	\$ 102.00
DevOps Engineer	\$ 101.99
Jr AWS/SysAdmin Engineer	\$ 82.76

These rates shall not be exceeded, unless approved by the State. These rates shall be used to calculate Enhancement Initiation costs for an approved Enhancement as described in Section 13.3.

13.6 Non-Billable Costs

1. The System shall maintain continual Federal and State compliance as managed through project change control. The Contractor shall not bill for changes below 60 hours required to maintain Federal and State compliance.
2. Routine changes (less than 60 hours) made in the ordinary course of the Contractor's provision of services within the scope of its Contract that do not change performance levels or reduce the Contractor's capacity to attain established performance thresholds, such as changes to operating procedures, schedules, equipment configurations, shall be made at no additional cost to the State as will be confirmed via project change control. Examples of routine changes that are included in the routine maintenance of the System and to be performed at no additional cost to the State as confirmed by project change control include but are not limited to:
 - a. Activities necessary for OECOSL to function in compliance with Federal and/or State law, Federal and/or State administrative rules, State policies, or operating manuals in effect at the time of proposal submission.
 - b. Activities necessary to comply with new industry standards and operating rules associated with those standards.
 - c. Activities necessary for the system to meet the contractual performance requirements.
 - d. Activities necessary to ensure that data, tables, programs, and documentation are current and that errors are found and corrected.
 - e. Data maintenance activities for updates to tables, including database support activities.
2. Changes to scripts or system parameters concerning the frequency, number, sorting, and media of reports
3. Changes covered by the Warranty (see Section 15) will be provided to the State at no cost

13.7 Extension Year Pricing

All applicable pricing detailed above will remain the same for the two one-year renewal option years.

14. **PERFORMANCE MEASUREMENT**

The Contractor shall be held accountable to performance measures expectations covering the systems and the contractual responsibilities as per the State requirements. Failure to comply with performance measures shall result in the implementation of withholds as described below. Imposition of the withhold is implemented at the State's discretion. The Contractor will have the opportunity to respond to performance standard issues. The State may

waive or reduce the withhold based on circumstances of a particular performance standard failure at the State’s discretion.

If a single event results in multiple performance standard failures, the multiple impacted performance standards will be considered a single instance of non-compliance.

Additionally, if a performance measure is not met due to what the Contractor believes to be extraneous circumstances outside of the Contractor’s control, including a situation where involvement or action from the State or their designee is required to resolve the problem and the State or designee has been notified of the required action in a timely manner and the State is not able to achieve that timeframe, the Contractor may submit a written explanation. This explanation shall include what actions the Contractor took to mitigate the situation, why the Contractor is not responsible for missing that performance measure, and why funds should not be withheld for that performance measure. This explanation shall be subject to State review and approval which will be based on whether the Contractor is unable to meet the performance measure wholly or primarily due to such circumstances outside Contractor’s control.

Finally, if the State directs the Contractor to perform maintenance, enhancement, or other activities and the Contractor demonstrates a clear and direct impact to its ability to meet a performance measure due to such action prior to beginning work on the activity in question, the Contractor may submit a written explanation. The explanation shall include what actions the Contractor took to mitigate the situation, why the Contractor is not responsible for missing that performance measure, and why funds should not be withheld for that performance measure. This explanation shall be subject to State review and approval, which will be based on whether the Contractor is unable to meet the performance measure wholly or primarily due to such circumstances outside Contractor’s control.

14.1 DDI Performance Measures and Withholds

14.1.1 DDI Performance Measures

The following are service levels for DDI activities. The Contractor shall report these per DDI Payment Milestone (as defined in Section 13.1) to the State in a written report.

#	DDI Performance Measure	Threshold for Compliance	Measurement Frequency	Applicable Payment Milestones Subject to Withhold
1	<p>DDI Sprint Timeliness. Meet sprint completion deadline for each sprint, as defined by completing 85% of story points identified for a given sprint.</p> <p>However, if the State determines that the remaining incomplete story points contains critical elements, the State may determine that the sprint has not been completed and the measure has not been met. A critical element is defined as a having a direct impact on the ability to deliver 20% or more of the story points in the following sprint.</p>	100% compliance	Per Sprint for each of the two sprint teams	Applicable Sprint Milestones

	<p>If less than 100% of story points in a sprint are completed, the remaining story points must be completed during the next two sprints to meet this measure unless otherwise approved by the State.</p> <p>To meet the final sprint completion deadline, 100% of all story points must be completed by the deadline, unless otherwise approved by the State.</p>			
2	<p>Pre-Go Live Defect Correction Timeliness. Correct Critical and High Severity Defects found during testing during pre-go live per the timeframes in Section 9. The Contractor shall receive State approval on which defects are allowed to be uncorrected before the System moves into implementation.</p>	Correct 100% of Critical and High Severity Defects according to timeframes in Section 9 and 95% of Medium and Low Severity Defects per the timeframes agreed upon with the State or provide a State approved resolution plan and/or workaround	Before go-live for each of the two sprint teams	Implementation Milestone 1
3	<p>Final UAT Defect Rate. The overall UAT Defect Rate during final UAT is less than 5% for Critical and High Defects as defined in Section 9 (excludes Medium and Low Defects). The UAT Defect Rate is calculated by taking the sum of Critical, and High Defects identified during Final UAT and dividing that sum by the total number of UAT scenarios tested.</p> <p>The number of UAT scenarios tested by the State during the final UAT phase will be no less than 200. If the number of UAT scenarios is less than 200, the percentage needed to meet the measure will be re-evaluated and mutually agreed to by the Contractor and the State.</p>	UAT Defect Rate after Final UAT completion is less than 5%	After completion of Final UAT	Implementation Milestone 1
4	<p>Incremental UAT Defect Resolution. All Critical or High defects identified during incremental UAT, and identified at least two weeks prior to the start of UAT, will be resolved by the start of UAT. Resolution will include viable work arounds and State approved resolution plans.</p>	100% compliance	After completion of incremental UAT for each of the two sprint teams	Sprint Team 1 Milestone 13 Sprint Team 2 Milestone 9
5	<p>DDI Environment(s) Uptime. UAT Environment is at least 90% available during mutually agreed UAT testing hours, measured per Sprint and monthly during Final UAT.</p> <p>Training Environment is at least 95% available during training execution during mutually</p>	<p>UAT Environment is at least 90% available as described</p> <p>And</p>	Measured per Sprint and monthly during Final UAT.	Applicable Sprint Milestones Implementation Milestone 1

	agreed upon schedule, measured per Sprint and monthly during Final UAT.	Training Environment is at least 95% available as described		
6	Data Conversion Timeliness. Once the data conversion completion date is established and approved by the State, the Contractor shall complete data conversion as scheduled.	100% compliance	Once for the conversion run	Implementation Milestone 2
7	Data Conversion Accuracy. All data conversion, at the final data conversion completion date, must meet the State's defined accuracy rate.	99.5% accuracy rate per the measurement methodology approved by State in the Data Conversion and Migration plan	Once for the conversion run	Implementation Milestone 2
8	Code Review. Inspected code meets the test class coverage standard.	Test class coverage is at least 85% and all critical and blocker issues identified by ReviewNow tool are resolved prior to UAT start.	Per Sprint for each of the two sprint teams	Applicable Sprint Milestones
9	Training Effectiveness. Trainees will learn required information from Contractor-facilitated trainings. Measured based on the degree to which trainees have mastered the content delivered and evaluated via assessments designed and developed with the State. All assessments will need to measure mastery of the material. The State shall review and approve relevant trainings and assessments.	90% of trainees who complete a Contractor-facilitated training achieve a passing score of 80% or higher.	Measured monthly for all applicable trainings completed within a given month	Implementation Milestone 2

14.1.2 DDI Withholds

After a Payment Milestone is complete (as determined by written State approval, including approval of all required Deliverables), if it is determined there are one (1) or more instances of noncompliance with DDI Performance Measures for the applicable Payment Milestone the Contractor shall invoice for ninety percent (90%) of the applicable Payment Milestone fee. The remaining 10% will be withheld by the State.

The Contractor shall have the opportunity to earn back withheld amounts for each Payment Milestone by completing the final Implementation on time. Any delays in meeting this deadline shall result in the Contractor permanently losing the withheld amounts as described in the table below:

Final Implementation Completion – Approval Date	Percent of Withheld Amount Earned Back
Approved on or before the date specified in the approved Project Schedule	One hundred percent (100%) of withheld amount earned back
Approved 1-30 calendar days after the date specified in the approved Project Schedule	75% withheld amount earned back
Approved 31-60 calendar days after the date specified in the approved Project Schedule	50% withheld amount earned back
Approved 61-90 calendar days after the date specified in the approved Project Schedule	25% withheld amount earned back

Approved 90 or more calendar days after the date specified in the approved Project Schedule	0% withheld amount earned back
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Note that there is no earn back mechanism for any payments withheld for Implementation Milestone 3.

14.2 Maintenance and Operations Performance Measures and Withholds

14.2.1 Maintenance and Operations Performance Measures

The following are service levels for System activities. The Contractor shall report these monthly to the State in a written report.

#	Performance Standard	Performance Deficiency Definition
System Standards		
1	<p>System Uptime. The Contractor's System shall be available and operational, meaning that the system is accessible, and functions as designed twenty-four hours per day seven days per week, 99.8% of the time, excluding planned outages due to implementation of Enhancement builds to production. This includes all system functions under Contractor control, either directly or through a subcontractor and is measured on a monthly basis.</p> <p>The maximum unscheduled downtime during one episode before back-up systems are engaged is one (1) hour.</p>	<p>One failure assessed for each month the system is available less than 99.8% of the time (excluding approved scheduled downtime).</p> <p>Planned downtime shall not exceed eight (8) hours a month or a failure will be assessed to that month.</p>
2	<p>Logon Time and Sustainability. Application logon shall take no longer than 30 seconds when executing five concurrent logons and be sustainable for 15 minutes where the load on server resources may not be more than 75 percent on average</p>	<p>One failure assessed for each month the measure is met less than 90% of the time</p>
3	<p>System Response Time. Overall System response times meets or exceeds the following standard: 90% of response times are less than 2 seconds, 98% less than 10 seconds, for all business operations during normal and peak load as measured by the time a request is received on the server until the server responds.</p>	<p>Failure is assessed if the overall System response times are greater than 2 seconds 10% of the time and/or greater than 10 seconds 2% of the time</p>
4	<p>Code Review. Inspected new code (including new code developed as a part of Enhancements or other M&O activities) meets test class coverage of at least 85%.</p>	<p>Test class coverage is less than 85% and all critical and blocker issues identified by ReviewNow are not resolved prior to Production deployments.</p>
5	<p>File Upload Time. Acceptable file upload times shall be agreed to by the State and Contractor based on the file type, hosting solution, virus scan software, and other considerations.</p>	<p>One failure is assessed for each month the average acceptable file upload time is not met</p>
6	<p>Server Resource Utilization. No server shall have sustained resource utilization above 75 percent under any anticipated load (normal and peak) when public users and OECOSL users are using the Learning Management System</p>	<p>One failure assessed for each month the measure is met less than 95% of the time</p>

#	Performance Standard	Performance Deficiency Definition
Defect Management Standards		
7	Defect Correction Timeliness. Correct or provide a State approved resolution plan and/or workaround for all Defects found during M&O per the timeframes in Section 9. See Section 9 for the Defect Severity level definitions and required timeframes.	Failure is assessed if the Contractor corrects or provides a State approved resolution plan and/or workaround for less than 100% of Critical and High Severity Defects according to timeframes in Section 9 or less than 95% of Medium and Low Severity Defects according to timeframes in Section 9 in a given month.
Forms and Reports Standards		
8	Report Accuracy. Canned reports will accurately reflect the State approved report design.	Failure is assessed if significant and material inaccuracies occur in the outputs or calculations of a canned report relative to the expected outputs or calculations per the State approved report design, and the issue is not identified via a pre-run report and resolved within three business days of identification.
9	Ad Hoc Reports. Ad hoc reports shall be delivered within the Contractor proposed and State approved timeline. If data or report information cannot be made available within the Contractor proposed and State approved timeline, the Contractor may request approval from the State for an extension to the timeline or a revision of the initial report request.	Failure is assessed if the Contractor fails to provide one (1) or more Ad Hoc Reports within approved timelines (including State-approved modified timelines) within a given month.
10	Security Incidents. All security incidents are communicated according to the requirements outlined in Contract clause 12.	One failure assessed for each month the measure is met less than 100% of the time
Help Desk		
11	Help Desk Answer Rate. At least 85% of all phone calls received between 7:00 a.m. – 5:00 p.m. (Eastern Time) in a given month must be answered within thirty (30) seconds after the call has been routed through the menu. This performance measure will be effective after the completion of the first three months after go live.	Failure is assessed if the listed Help Desk metric is not met in a given month.
End User Feedback		
12	End User Feedback. The Contractor shall analyze end user feedback and submit recommendations for system enhancements. These recommendations will be submitted every other week during the first three months after implementation. Subsequent feedback reviews and recommendation submissions will occur on a mutually agreed upon schedule, no more frequent than monthly.	One failure assessed for each month the measure is met less than 100% of the time

The Contractor shall provide a report or other verifiable proof of meeting each performance requirement by the 10th calendar day of each month.

The Contractor shall maintain the necessary data in appropriate log files to measure its performance against the performance measures defined in this Contract. If the Contractor's log files are not maintained or are

damaged in such a way that the Contractor cannot substantiate its performance against a performance measures, it shall be construed that the Contractor did not meet the performance measures in question.

14.2.2 M&O Withholds

Per Section 13.2, in each month the Contractor shall automatically invoice for ninety percent (90%) of the Operations Fee (the set monthly fee for the System M&O).

The remaining ten percent (10%) of the Maintenance and Operations Fee for a given month, shall be noted on the invoice but withheld (i.e., not invoiced), until the State determines that the Contractor has met with that month's Performance Measures.

If the State determines the Contractor has no instance of noncompliance with Maintenance and Operations Performance Measures listed above, the 10% Performance Withhold shall be released, and the Contractor shall include that amount in their invoice for the following month.

If the State determines there is noncompliance with one (1) or more Maintenance and Operations Performance Measures, the Contractor shall not include the 10% Performance Withhold in the invoice for the following month. If the Contractor meets all Maintenance and Operations Performance Measures in the month following the instance of noncompliance, then they shall be able to invoice the month of noncompliance's withheld amount with the next month's invoice.

However, the 10% Performance Withhold shall be retained by the State permanently if the Contractor is noncompliant with any Operations Performance Measures in consecutive months.

Examples:

Situation: The Contractor's Maintenance and Operations Fee is \$100 per month

- The Contractor shall only invoice for \$90 (90%) for January services plus the \$10 (10%) December Performance Withhold, if the State determined that the December Performance Withhold could be released. The remaining \$10 for January's services is withheld. In February, the Contractor is found to have no instance of non-compliance during the month of January, so the January Withhold is released on the February Invoice. The February monthly invoice shall reflect \$90 for February Operations plus the \$10 January withhold, totaling \$100.
- The Contractor is found to be non-compliant on one (1) Performance Measure while providing services in April. The monthly invoice will include 90% of the April Maintenance and Operations Fee plus 10% of the March Maintenance and Operations Fee that was withheld for the previous month. The Contractor may only earn back their 10% April Performance Withhold if they have no instance of non-compliance in May. In May, they did not have any instances of non-compliance, so the April withhold is released. The monthly invoice shall reflect 90% of May Operations Fee plus 10% of April's Performance Withhold.
- The Contractor is found to be non-compliant on one (1) Performance Measures while providing services in July. The monthly invoice shall include 90% of the July Maintenance and Operations Fee plus 10% of the June Maintenance and Operations Fee which was withheld the previous month. In August, they had one (1) instance of non-compliance, so the State shall retain the July Performance Withhold, with no additional chance for the Contractor to earn it back. Their monthly invoice shall only include 90% of the August Maintenance and Operations Fee for August services.

Additionally, the State may request that the Contractor execute a CAP for any performance issues. If so requested, the Contractor shall develop and execute a CAP that outlines how the Contractor plans to correct performance and what constitutes successful completion of the CAP. The Contractor shall execute the CAP successfully, which is indicated by the State's written acceptance of the CAP execution

14.3 Other Service Levels

The service levels in the table below are established in the Contract but shall not be included in the determination of whether the 10% performance withhold mentioned above will be released for any given month. Instead, in cases of non-compliance with regards to the service levels in the table below, the Contractor shall perform a CAP at the State's request as outlined in Section 14.4. The State may also require the Contractor to prepare and submit a root-cause analysis and remediation plan to the State, the form and scope of which shall be agreed to by the parties. If there are multiple instances of non-compliance, the State reserves the right to pursue additional corrective actions or contract termination.

SLA#	Key Service Level Agreement	Threshold for Compliance
1	Propose a replacement of vital staff positions within thirty (30) calendar days of the vacancy	100% compliance, unless otherwise approved by the State
2	Notify the State of any critical severity system issue (as defined in Section 9 of this document) within one (1) hour of detection and confirmation of the issue and any high severity system issue (as defined in Section 9 of this document) within one (1) business day of detection and confirmation of the issue.	100% compliance, unless otherwise approved by the State
3	Respond to State communications within one (1) business day, per the State approved process defined in the project management plan, unless otherwise approved by the State	100% compliance, unless otherwise approved by the State

14.4 Root Cause Analyses and Corrective Action Plans

The Contractor shall provide periodic (monthly and quarterly) information necessary for the State to judge the Contractor's performance in relation to the SLAs, performance measures, and all Defect Management timeframes (per Section 9). When a performance measure is not met (including missing timelines for Critical and High severity defects), the Contractor shall:

1. Document the issue
2. Assess the issue
3. Complete a Root Cause Analysis (RCA)
4. Prepare a plan for remediation
5. Submit the plan to the State for approval
6. Execute the plan
7. Assess the results of the plan

The timeframes for these actions will be finalized with the State. Failure to successfully resolve the issues specified in the remediation plan will result in the requirement for Corrective Action Plans (CAPs) to correct any deficiencies identified. Additionally, if the Contractor fails to successfully resolve issues specified in a remediation plan, the State may request that the Contractor develop a CAP during any instance of

noncompliance with defined service levels or failure to meet other contractual requirements for issues covered by the remediation plan.

If a CAP is needed, the Contractor shall develop a CAP that outlines how the Contractor plans to correct the specific performance issue and what constitutes successful completion of the CAP. Upon State's approval of the CAP, the Contractor shall execute the CAP. The Contractor shall seek the State's written release from the obligations of the CAP upon successful completion of the CAP and correction of the identified performance issue.

15. WARRANTY

1. The Contractor represents and expressly warrants all Deliverables provided hereunder will be free of material Defects at no additional cost to the State. A "Defect" is defined as any material deviation from approved System specifications and requirements, including without limitation failure of System code to perform substantially as described in design requirements documents. The Contractor represents and warrants that all services shall be performed in a professional and workmanlike manner in accordance with industry standards.
2. The warranty period for each Deliverable shall be ninety (90) days following the completion of the Statewide Implementation. The Contractor agrees to provide corrections for any material Defects, discovered and/or reported by the State during the ninety (90) day warranty period, with such report by the State specifying the applicable Defect, referencing the applicable specifications and/or requirements from which there are material deviations.
3. For each Enhancement Deliverable, the warranty period shall be ninety (90) days following the release of the Enhancement Deliverable into production.

The Contractor shall have no obligation under this section to make warranty repairs to the extent the Defect is attributable to: (i) the State's modification of the System; (ii) the State's use of the Deliverable in a manner not contemplated by this SOW or the Contract; (iii) the State's use of the System in combination with any hardware other than that specified by the Contractor; (iv) the quality or integrity of data from other automated or manual systems with which the Deliverable interfaces; or (v) hardware, systems software, telecommunications equipment or software not a part of the Deliverable which is inadequate to allow proper operation of the Deliverable or which is not operating in accordance with the manufacturer's specifications. If any such exception applies, the change process in Section 9 of the Contract shall apply.

16. FACILITIES AND SUPPLIES

The Contractor shall be fully responsible for the costs of their facilities (including but not limited to leasing costs, parking fees, and utilities), and these costs shall not be reimbursed by the State.

The Contractor shall supply all hardware, software, accessories, and peripherals for their staff (including any subcontractor staff) that will be necessary to complete the requirements of the Contract. The Contractor shall ensure use and management of all hardware, software, accessories, and peripherals are compliant with IOT policies, FSSA policies, and applicable Indiana policies (for example, in terms of encryption, audit logging, audit processes, and antivirus protection).

17. END OF CONTRACT TURNOVER

The parties will collaborate to provide that program stakeholders experience no adverse impact from the transfer of scope to either the State or to a successor contractor when the Contract is complete or terminated early. In addition to the requirements in the Contract, the following end of Contract turnover requirements shall apply:

1. Six (6) months prior to the end of the base Contract period, or any extension thereof, the Contractor shall develop and implement a State-approved Turnover Plan covering the possible turnover of the System and System M&O activities to either the State or a successor contractor. The Turnover Plan shall be a comprehensive document detailing the proposed schedule and activities associated with the turnover tasks. The plan shall describe the Contractor's approach, and schedule for transfer of all SDLC and operational artifacts and documentation created, maintained, and updated throughout the Contract term. The information shall be supplied on media specified by the State and according to the schedule approved by the State. Turnover task requirements and approximate timeframes are provided in the sections below. The dates and data requirements in the following sections are illustrative only and do not limit or restrict the State's ability to require additional information from the Contractor or modify the turnover schedule as necessary.
2. Four (4) months prior to the end of the base Contract period, or any extension thereof, the Contractor shall transfer the following information to the State or its agent on a medium acceptable to the State:
 - a. A copy of non-proprietary solution components or database(s) used. Please see the Contract for requirements regarding ownership of work products; and
 - b. All other SDLC and operational artifacts and documentation.
3. Four (4) months prior to the end of the Contract or any extension thereof, the Contractor shall begin training State staff or its designated agent's staff, in the System M&O and other operational activities performed by Contractor staff. Such training shall be completed at least two (2) months prior to the end of the Contract. The State's turnover of services to a potential new contractor shall take place two (2) months prior to the end of the Contract. The Contractor shall be available for the last two (2) months of the Contract to provide support as requested by the State. This support shall be invoiced according to the contractual hourly rates.
4. The Contractor shall appoint, with State approval, a Turnover Manager who shall manage and coordinate all Turnover activities. The Contractor shall submit their manager's qualifications as part of their Turnover Plan. The Contractor shall not reduce operational staffing levels during the turnover period without prior approval by the State. The Contractor shall not in any way restrict or prevent Contractor employees from accepting employment with the State. The State will work with the Contractor on the timing of any transition of Contractor staff. The Contractor shall provide to the State, or its agent, within fifteen (15) business days of request all updated data and reference files, scripts, and all other documentation and records as required by the State or its agent.
 - a. If the optional Contract extensions are exercised during turnover activities, these turnover activities shall shift to the next year. If the turnover is halted due to the State exercising an optional term extension, invoices shall not include Turnover Manager costs after the State's date to halt turnover activities until those activities resume (with the State's approval) in the following year.
 - b. Turnover costs shall only include the Turnover Manager's costs. Any additional staff costs shall be covered by the M&O fees unless otherwise approved by the State.

APPENDICES

A.1 Glossary of Terms

Term	Acronym/Abbreviation
Child Care and Development Fund	CCDF
On My Way Pre-K	OMWPK
Child Care Developmental Block Grant	CCDBG
Eligibility Offices	EO
Automated Intake System	AIS
Paths to QUALITY™	PTQ
Child Care Providers	Providers

Technical Assistance Services	TA
Child Care Resource and Referral	CCR&R
Child Care Information System	CCIS
Early Ed Connect	EEC
Indiana Licensing & Education Access Depot	I-LEAD
Eligibility Specialists	ES
Child Care Educators	Educators
Teacher Education and Compensation Helps	TEACH
Provider Self-Assessment	ISAT
Sharable Content Object Reference Model	SCORM



Exhibit 2 - Total Costs

Table 1: Total Cost of Ownership for Four (4) Years

	State Fiscal Year	Start Date	End Date	Deliverables Cost
Base Four-Year Contract Cost	SFY 2022	8/15/2021	6/30/2022	\$ 3,894,809.23
	SFY 2023	7/1/2022	6/30/2023	\$ 6,871,263.48
	SFY 2024	7/1/2023	6/30/2024	\$ 4,662,823.95
	SFY 2025	7/1/2024	6/30/2025	\$ 3,357,746.64
	SFY 2026	7/1/2025	8/14/2025	\$ 419,718.33
Total Cost of Ownership for Four (4) Years				\$ 19,206,361.63



Exhibit 2 - Total Costs

Projected Cost by State Fiscal Year (SFY)

This table demonstrates the projected cost of cost components over SFYs.

Table 2A: Projected Cost by SFY

Cost Component ¹	SFY 2022	SFY 2023	SFY 2024	SFY 2025	SFY 2026	Total
Discovery Phase	\$ 1,012,560.71	\$ -	\$ -	\$ -	\$ -	\$ 1,012,560.71
Sprinting Phase	\$ 2,157,019.12	\$ 3,918,345.06	\$ -	\$ -	\$ -	\$ 6,075,364.18
Implementation Phase	\$ -	\$ 1,761,855.62	\$ 1,275,826.48	\$ -	\$ -	\$ 3,037,682.10
Infrastructure Management Services	\$ 725,229.40	\$ 1,191,062.80	\$ 276,261.80	\$ -	\$ -	\$ 2,192,554.00
Systems M&O	\$ -	\$ -	\$ 1,490,690.78	\$ 1,703,646.60	\$ 212,955.83	\$ 3,407,293.20
AWS M&O Support	\$ -	\$ -	\$ 540,624.00	\$ 617,856.00	\$ 77,232.00	\$ 1,235,712.00
Maximum Enhancements Cost	\$ -	\$ -	\$ 1,079,420.90	\$ 1,036,244.04	\$ 129,530.51	\$ 2,245,195.44
Total Cost	\$ 3,894,809.23	\$ 6,871,263.48	\$ 4,662,823.95	\$ 3,357,746.64	\$ 419,718.33	\$ 19,206,361.63

¹The cost component breakdown is based on initial Contract funding and is subject to change. See "Pricing Information" tab for more information. □

Table 2B: Number of Months by SFY

	SFY 2022	SFY 2023	SFY 2024	SFY 2025	SFY 2026	Total
Projected Months DDI Period in SFY	10.5	12	1.5	0	0	24
Projected Months M&O Period in SFY	0	0	10.5	12	1.5	24
Total Number of Months in SFY	10.5	12	12	12	1.5	48


**Exhibit 2 - Total Costs
Pricing Detail**

The Contractor shall be compensated according to Section 13 Billing and Invoicing of the Scope of Work.

Projected Start Date 8/10/2021

Table 3A: Discovery Phase

Payment Milestones	Cost Less 10% Withhold	10% Withhold Amount	Total Cost
Discovery Milestone 1	\$ 816,955.63	\$ 81,695.56	\$ 898,651.19
Discovery Milestone 2	\$ 507,328.81	\$ 50,732.88	\$ 558,061.69
Total	\$ 911,354.44	\$ 91,258.07	\$ 1,012,560.71

Table 3B: Sprint Phase (Sprint Team 1 - Case Management, Business Intelligence and Reporting)

Payment Milestones	Cost Less 10% Withhold	10% Withhold Amount	Total Cost
Sprint Team 1 - Milestone 1	\$ 344,010.49	\$ 34,401.05	\$ 378,411.54
Sprint Team 1 - Milestone 2	\$ 344,010.49	\$ 34,401.05	\$ 378,411.54
Sprint Team 1 - Milestone 3	\$ 344,010.49	\$ 34,401.05	\$ 378,411.54
Sprint Team 1 - Milestone 4	\$ 344,010.49	\$ 34,401.05	\$ 378,411.54
Sprint Team 1 - Milestone 5	\$ 344,010.49	\$ 34,401.05	\$ 378,411.54
Sprint Team 1 - Milestone 6	\$ 344,010.49	\$ 34,401.05	\$ 378,411.54
Sprint Team 1 - Milestone 7	\$ 344,010.49	\$ 34,401.05	\$ 378,411.54
Sprint Team 1 - Milestone 8	\$ 344,010.49	\$ 34,401.05	\$ 378,411.54
Sprint Team 1 - Milestone 9	\$ 344,010.49	\$ 34,401.05	\$ 378,411.54
Sprint Team 1 - Milestone 10	\$ 344,010.49	\$ 34,401.05	\$ 378,411.54
Sprint Team 1 - Milestone 11	\$ 344,010.49	\$ 34,401.05	\$ 378,411.54
Sprint Team 1 - Milestone 12	\$ 344,010.49	\$ 34,401.05	\$ 378,411.54
Sprint Team 1 - Milestone 13	\$ 344,010.49	\$ 34,401.05	\$ 378,411.54
Total	\$ 4,472,136.40	\$ 446,904.04	\$ 4,969,040.44

Table 3C: Sprint Phase (Sprint Team 2 - Family Portal, Child Care Provider and Educator Portal, and Learning Management System)

Payment Milestones	Cost Less 10% Withhold	10% Withhold Amount	Total Cost
Sprint Team 2 - Milestone 1	\$ 110,632.37	\$ 11,063.24	\$ 121,695.61
Sprint Team 2 - Milestone 2	\$ 110,632.37	\$ 11,063.24	\$ 121,695.61
Sprint Team 2 - Milestone 3	\$ 110,632.37	\$ 11,063.24	\$ 121,695.61
Sprint Team 2 - Milestone 4	\$ 110,632.37	\$ 11,063.24	\$ 121,695.61
Sprint Team 2 - Milestone 5	\$ 110,632.37	\$ 11,063.24	\$ 121,695.61
Sprint Team 2 - Milestone 6	\$ 110,632.37	\$ 11,063.24	\$ 121,695.61
Sprint Team 2 - Milestone 7	\$ 110,632.37	\$ 11,063.24	\$ 121,695.61
Sprint Team 2 - Milestone 8	\$ 110,632.37	\$ 11,063.24	\$ 121,695.61
Sprint Team 2 - Milestone 9	\$ 110,632.37	\$ 11,063.24	\$ 121,695.61
Total	\$ 995,691.37	\$ 110,632.37	\$ 1,106,323.74

Table 3D: Implementation Phase

Payment Milestones	Cost Less 10% Withhold	10% Withhold Amount	Total Cost
Implementation Milestone 1	\$ 1,033,505.59	\$ 103,350.56	\$ 1,136,856.15
Implementation Milestone 2	\$ 492,134.50	\$ 49,213.45	\$ 541,347.95
Implementation Milestone 3	\$ 1,145,243.33	\$ 114,524.33	\$ 1,259,767.66
Total	\$ 2,733,913.89	\$ 303,768.21	\$ 3,037,682.10

Table 3E: Infrastructure Management Services

Payment Milestones	Cost Less 10% Withhold	10% Withhold Amount	Total Cost
Milestone 1	\$ 86,065.46	\$ 8,606.55	\$ 94,672.01
Milestone 2	\$ 128,264.41	\$ 12,826.44	\$ 141,090.85
Milestone 3	\$ 81,075.32	\$ 8,107.53	\$ 89,182.85
Milestone 4	\$ 81,075.32	\$ 8,107.53	\$ 89,182.85
Milestone 5	\$ 81,075.32	\$ 8,107.53	\$ 89,182.85
Milestone 6	\$ 81,075.32	\$ 8,107.53	\$ 89,182.85
Milestone 7	\$ 81,075.32	\$ 8,107.53	\$ 89,182.85
Milestone 8	\$ 81,075.32	\$ 8,107.53	\$ 89,182.85
Milestone 9	\$ 81,075.32	\$ 8,107.53	\$ 89,182.85
Milestone 10	\$ 81,075.32	\$ 8,107.53	\$ 89,182.85
Milestone 11	\$ 81,075.32	\$ 8,107.53	\$ 89,182.85
Milestone 12	\$ 81,075.32	\$ 8,107.53	\$ 89,182.85
Milestone 13	\$ 81,075.32	\$ 8,107.53	\$ 89,182.85
Milestone 14	\$ 81,075.32	\$ 8,107.53	\$ 89,182.85
Milestone 15	\$ 81,075.32	\$ 8,107.53	\$ 89,182.85
Milestone 16	\$ 236,735.03	\$ 23,673.50	\$ 260,408.53
Milestone 17	\$ 106,253.13	\$ 10,625.31	\$ 116,878.44
Milestone 18	\$ 249,605.52	\$ 24,960.55	\$ 274,566.07
Total	\$ 1,973,298.60	\$ 219,256.40	\$ 2,192,555.00

Table 3F: System M&O

Item	Deliverable Cost Less 10% Withhold	10% Withhold Amount	Monthly Cost
System M&O	\$ 127,773.50	\$ 12,777.35	\$ 140,550.85

Table 3G: AWS M&O Support¹

Item	Deliverable Cost Less 10% Withhold	10% Withhold Amount	Monthly Cost
AWS Cloud 1 (Contractor AWS Monthly Support)	\$ 40,359.40	\$ 4,035.94	\$ 44,395.34
AWS Cloud 2 (Transition of AWS Support - 2 Months)	\$ 91,850.00	\$ 9,185.00	\$ 101,035.00

¹Prior to System go-live (or other agreed upon date), the State will determine which AWS support option to exercise for the Maintenance and Operations period. For the purposes of this Exhibit:

Table 3H: Enhancements²

Item	Maximum Yearly Cost for Enhancements ³	Average Maximum Monthly Cost for Enhancements	Average Maximum Monthly Cost for Enhancements (First 6 Months of M&O Period) ⁴
Maximum Enhancement Cost	\$ 1,036,564.97	\$ 86,380.41	\$ 115,133.23

²This is the maximum amount. Actual payments will be made based upon enhancements approved by the State.

³An additional 1,333 enhancement hours (equivalent of two months) will be available during the first six months of the M&O period.

Table 3I: Hourly Rates⁴

Staff Position	Hourly Rate
Project Director	\$ 350.00
Operations Manager	\$ 311.00
Lead Architect	\$ 211.00
Implementation Lead	\$ 150.00
Business Administrator	\$ 110.00
Training Lead	\$ 117.00
Testing Lead	\$ 236.00
Security Lead	\$ 325.00
Security Project Manager	\$ 311.00
Deputy Cyber Operations Lead	\$ 224.00
Scrum Master	\$ 188.00
Development Manager	\$ 175.00
Identity and Access Management Lead	\$ 158.00
Security Information and Event Management Lead	\$ 158.00
Infrastructure Lead	\$ 157.00
Network Lead	\$ 157.00
Cloud Application Developer	\$ 113.00
Webfront Developer	\$ 122.00
Validation Developer	\$ 132.00
Information Transparency Lead	\$ 133.00
Automation Lead	\$ 130.00
Business Intelligence Reports Developer	\$ 130.00
Scrum Analyst	\$ 127.00
Frontend Analyst	\$ 122.00
Testers Junior Developer	\$ 102.00
Application Security Scanning Developer	\$ 105.00
Security Test Lead	\$ 105.00
Compliance Lead	\$ 105.00
Business Continuity/Disaster Recovery Lead	\$ 105.00
Training Developer	\$ 91.00
Training Facilitator	\$ 91.00
Help Desk Support	\$ 77.00
Product Developer	\$ 57.00
Product Tester	\$ 49.00
AWS Infrastructure Lead	\$ 309.00
AWS Lead Architect	\$ 201.00
High Availability Design Manager	\$ 180.00
Cyber Security Engineer	\$ 175.00
Infrastructure/DevOps Lead Engineer	\$ 175.00
Infrastructure Operations Lead	\$ 175.00
Infrastructure Analyst	\$ 175.00
Sr. Security Engineer	\$ 175.00
InfoSec Architect	\$ 168.00
Security Engineer	\$ 130.00
Sr. DevOps Engineer	\$ 130.00
Sr. Network Engineer	\$ 130.00
AWS DevOps Engineer	\$ 102.00
DevOps Engineer	\$ 101.00
IT AWS CloudAdmin Engineer	\$ 99.75

⁴Hourly Rates are used to calculate costs for CCI Deliverables, System M&O, and System Enhancement Initiation as described in SoW Section 13.

Definitions

State of Indiana Office of Early Childhood and Out of School Learning
Exhibit 3 - Detailed Functional, General System, and Technical Requirements

<p>DEFINITIONS</p> <p>FUNCTIONAL REQUIREMENTS TAB</p> <p><i>Key:</i> <u>Out of the Box</u>: The requirement can be fulfilled without any configuration or customization. <u>Configuration</u>: The use tools in the application meet specific requirements without the use of code. <u>Customization</u>: The need to write new code (programs, class files, scripts) in the software to meet specific requirements. <u>No Capability</u>: The proposed system cannot meet the requirement with or without configuration or customization.</p> <p>GENERAL SYSTEM REQUIREMENTS TAB</p> <p><i>Key:</i> <u>Out of the Box</u>: The requirement can be fulfilled without any configuration or customization. <u>Configuration</u>: The use tools in the application meet specific requirements without the use of code. <u>Customization</u>: The need to write new code (programs, class files, scripts) in the software to meet specific requirements. <u>No Capability</u>: The proposed system cannot meet the requirement with or without configuration or customization.</p> <p>TECHNICAL REQUIREMENTS TAB</p> <p><i>Key:</i> <u>Out of the Box</u>: The requirement can be fulfilled without any configuration or customization. <u>Configuration</u>: The use tools in the application meet specific requirements without the use of code. <u>Customization</u>: The need to write new code (programs, class files, scripts) in the software to meet specific requirements. <u>No Capability</u>: The proposed system cannot meet the requirement with or without configuration or customization.</p>

Functional Requirements

State of Indiana Office of Early Childhood and Out of School Learning
 Exhibit 3 - Detailed Functional, General System, and Technical Requirements
 Functional Requirements

1	Family Portal	Out of the Box	Configuration	Customization	No Capability	Comments
1.1	Family can apply to programs including child care and pre-K assistance	X				Deloitte's Child Care and Early Learning Solution's Family portal is enabled by Cardinality and has the feature to submit applications for child care and pre-K assistance. The "Am I Eligible" function enables the user to check if they qualify for a specific program before they submit the application.
1.2	Family can schedule, view, and participate in virtual appointments with an Eligibility Specialist	X				This feature will be built into the solution using Salesforce out of the box capabilities. Families will be able to schedule and view virtual appointments through the solution by using a Calendar based feature. This request will be sent to the case management system for review.
1.3	The System links to important resources and assistance sites such as the Child Care Finder		X			Deloitte's Child Care and Early Learning Solution's Family portal has a Salesforce community page with system links to important resources and assistance sites. Indiana specific links will be configured into the solution.
1.4	Family can upload documents and view them once they are uploaded	X				Deloitte's Child Care and Early Learning Solution's Family portal supports uploading documents and Family member can see the documents they have uploaded. The solution support the ability to manage documents of different types and through different platforms through a responsive web design.
1.5	Family can view statuses of applications. Status updates made in System display to Family per business rules.	X				Deloitte's Child Care and Early Learning Solution's Family portal gets the application status from Case Management system and show the status of the applications to the family. As the application process through different states like 'In progress', 'Approved for Benefits', etc., the family portal will display the current status.
1.6	Family can view important action items. Updates display to Family when appropriate actions are taken by Family to complete action items.		X			Deloitte's Child Care and Early Learning Solution's Family portal displays the important action items on a Dashboard to the family based on the data in Case Management system. When a family is working through these items, it will be marked as completed with Green colored tick mark and removed from the pending actions list on the Dashboard.
1.7	Family can reset/recover passwords	X				Deloitte's Child Care and Early Learning Solution's Family portal will integrate with Indiana's Identity and Access Management System to allow for password reset and recovering the username.
1.8	Family can view a calendar, including scheduled visits			X		Deloitte's Child Care and Early Learning Solution's Family portal has the calendar feature to view the upcoming scheduled visits/interviews.
1.9	Family can request help	X				Deloitte's Child Care and Early Learning Solution's Family portal has multiple ways for Family to get help. Through the portal they can access the help desk contact information and contact them. The system has intuitive error messages and other warnings that help the family in their process of applying for benefits.
1.10	The portal supports e-signature functionality	X				Deloitte's Child Care and Early Learning Solution's Family portal has electronic signature feature and only allows applications to be submitted once they have been e-signed.
1.11	File type supported for uploads must, at a minimum, include photos, PDFs, text files, and Word documents	X				Deloitte's Child Care and Early Learning Solution supports these file types for upload out-of-the-box.
1.12	Family can input personal information related to eligibility and receive an appropriate and accurate pre-screening for eligibility to various assistance programs. The prescreening algorithm should reside in the case management system and only be displayed in the Family Portal.	X				Deloitte's Child Care and Early Learning Solution's Family portal has a screening module "Am I Eligible?" through which a family can enter personnel information to find if they are eligible for different assistance programs. Deloitte's Child Care and Early Learning solution's Case Management hosts the "prescreening" rules for various assistance programs. The family portal integrates with Case Management to get the accurate and appropriate prescreening results. These rules can be easily configured to meet OECOSL business needs.
1.13	Portal homepages will include video carousels and links to resources that OECOSL chooses.		X			Deloitte's Child Care and Early Learning Solution's Family portal Home page displays text, videos, Knowledge articles from Salesforce and resource links provided by OECOSL. These links can be configured based on Indiana resources.
2	Child Care Provider and Educator Portal	Out of the Box	Configuration	Customization	No Capability	Comments

Functional Requirements

1	Family Portal	Out of the Box	Configuration	Customization	No Capability	Comments
2.1	Providers and Educators can access important links out to training sites, etc.		X			Deloitte's Child Care and Early Learning Solution's Provider portal is enabled by Cardinality and has a Salesforce community page with links to important resources and Training sites for providers and educators. These links can be configured to meet Indiana needs.
2.2	The portal supports e-signature functionality	X				Deloitte's Child Care and Early Learning Solution's Provider portal has electronic signature feature and only allows applications to be submitted once they have been e-signed.
2.3	Providers can request PTQ rating through the System	X				Deloitte's Child Care and Early Learning Solution's Provider portal has a Quality Rating Application flow for providers to request PTQ rating.
2.4	Providers can request a PTQ level increase, after which Provider will need to submit information through the System and/ or partake in a site visit	X				Deloitte's Child Care and Early Learning Solution's Provider portal has a feature for providers to submit a Rating increase application. Providers are able to submit information, upload documents and partake in a site visit through the portal.
2.5	Provider can apply for licensing, certification to participate in a child care and pre-K assistance program (as the provider who receives the assistance subsidy), and a background check			X		Deloitte's Child Care and Early Learning Solution's Provider portal allows providers to apply for licensing, certification to participate in a child care and pre-K assistance program. The portal also allows the provider to apply for background clearance for the purpose of a licensing application.
2.6	Provider can pay fees and penalties		X			Deloitte's Child Care and Early Learning Solution's Provider portal will allow Providers to pay fees and penalties related to their application and/or subsidy and PreK assistance payments. The solution will interface with Indiana's current payment system EPICC by Conduent.
2.7	User can access applications/indications tab which includes child care registration, certifications, statuses, and other information			X		Deloitte's Child Care and Early Learning Solution's Provider portal will have a page to display providers application status, child care enrollments, certificate details and other relevant information.
2.8	User can access user document upload tab which includes options to upload important documents and view uploaded documents. File types supported must, at a minimum, include photos, PDFs, text files, and Word documents. Video upload must be supported in the future (if not already supported).	X				Providers are able to upload documents through the "Document Upload" module of the Provider portal. They are also able to view the documents that they have uploaded with the uploaded time. Deloitte's Child Care and Early Learning Solution's Provider portal supports multiple file types such as photos, text files, PDFs, word documents and videos (with limited file size).
2.9	User can access user request/schedule tab which includes inspection, PTQ level up/rating, technical assistance, reinstatement of Provider license, appeal, background check, and inactivation of Provider license			X		Deloitte's Child Care and Early Learning Solution's Provider portal will provide the ability to view PTQ rating, inspection details, violations, and background check details.
2.10	User can access user associations tab which includes options to view and edit relationships to other users, view appropriate relationship statuses, etc.			X		Deloitte's Child Care and Early Learning Solution's Provider portal will have a page to display the relationships to other users and user will be able to update the relationship statuses and other information.
2.11	User can access user payments tab integrated with OECOSL's payment system portal including graphic layovers, to provide a seamless experience for the user		X			Deloitte's Child Care and Early Learning Solution's Provider portal will have a "Payment tab" which will redirect the user to the OECOSL's payment portal. This page will maintain the same look and feel to provide seamless experience.
2.12	Provider can access user account maintenance which includes changing limited account information and changing administrator privileges	X				Deloitte's Child Care and Early Learning Solution's Provider portal allows providers to change limited account information. The portal allows Admin users to provide access to additional staff for a provider location.
2.13	User can access provider collections tab which includes paying fees or repayments and penalties		X			Deloitte's Child Care and Early Learning Solution's Provider portal will be configured to allow providers to pay fees or repayments and penalties through an interface with Indiana's current payment system EPICC by Conduent.
2.14	User can access Child Care Educator training tab which includes integration with LMS		X			Deloitte's Child Care and Early Learning Solution's Provider portal will be configured to add a Training tab which will redirect the user to the LMS solution.
2.15	User can access Child Care Educator applications/request tab in which Educators can submit a request for a background check, apply for certifications, and file appeals			X		Deloitte's Child Care and Early Learning Solution's Provider portal will support Educators to submit a request for a background check, apply for a certificate and file Appeals. The system will not be conducting any background checks on behalf of the providers or staff.
2.16	User can access Child Care Educator account maintenance tab in which Educators can reset password or email, change address, or change other contact or demographic information			X		The provider will be able to access the Child Care Educator account maintenance tab in which Educators can reset password or email, change address, or change other contact or demographic information. The solution will interface with Indiana's Identity and Access Management solution to meet these needs.

Functional Requirements

1	Family Portal	Out of the Box	Configuration	Customization	No Capability	Comments
2.17	User can view statuses	X				Deloitte's Child Care and Early Learning Solution's Provider portal displays the status of the licensing applications, rating request and others.
2.18	User can view important action items	X				Deloitte's Child Care and Early Learning Solution's Provider portal displays the important action items to the provider user through notifications in the portal. These can be configured for the Indiana providers.
2.19	User can view correspondence history including documents submitted by paper	X				Deloitte's Child Care and Early Learning Solution's Provider portal displays correspondence history of all documents generated for the provider including the documents submitted by paper. The documents submitted by paper will need to be scanned by OECOSL before the providers are able to access them through the Portal.
2.20	Portal homepages will include video carousels and links to resources that OECOSL chooses.		X			Deloitte's Child Care and Early Learning Solution's Provider portal Home page displays text, videos, Knowledge articles from Salesforce and resource links provided by OECOSL. These links will be configured based on OECOSL needs.

3	Case Management System	Out of the Box	Configuration	Customization	No Capability	Comments
3.1	Ability to push items from internal staff-facing parts of the System to external user-facing parts of the System. For example, a Licensing Consultant should be able to fill out an inspection report in the Case Management System and send it to the Provider and Educator Portal for a Provider to sign and then send back to the Licensing Consultant, who could view the signed report in the Case Management System.	X				The Case Management system within our solution is inter connected with the other parts of the solution including the provider and family portal, and learning management system. The data is shared across all these system thereby reducing the duplicate data entry across multiple systems and real time updates for providers and families. As mentioned in the example when a Licensing Consultant fill out the inspection report, then status of the report will be updated. In our solution, now Provider and Educator portal will display the actionable inspection report based on the status where it needs a signature. As soon as the Provider signs the document, the information gets updated in the Case Management.
3.2	Actions taken in user portals trigger work items and actions in the case management part of the System	X				Due to the real time / batch based integration between the case management system with the portals, when the Family and Provider users takes an action in portal, the data is updated in the Case Management system.
3.3	An application for child care and pre-K assistance moves from the completion of the application, to communication of status (application determined to be preliminarily eligible or ineligible), and if eligible, on to choosing a child care provider, voucher creation, and payment to provider	X				The Case Management system has the feature to find out whether a case is eligible for child care or pre-K benefits. The benefits can be approved in the system and the system notifies the families accordingly. Similarly when enrollments are created for providers, system generates the notices to both providers and parents.
3.4	Automated letters and other automated workflow prompts or steps can be generated or can take place (ideally, without a steady internet connection, if possible)	X				Our solution has a robust Correspondence generation module that enables both automated and manually requested correspondences and letters. Different triggers in the system generate correspondences for families automatically. Salesforce based workflow rules enable routing of applications automatically. Since our solution is a cloud enabled system it saves the data as users enter it. This enables protection against any data due to situations such as a steady internet connection.
3.5	Biweekly or monthly and based on business rules, the System shall determine which Families on subsidies should no longer receive subsidies and the dollar amount associated with the subsidies that those Families should no longer receive. Based on business rules, when that dollar amount is sufficient to fund another application on the appropriate wait list, the System shall pull the correct application from the appropriate wait list and move the application to the appropriate Eligibility Office's workflow for processing.	X				CORTICON based eligibility rules enables cases to be assessed for eligibility both at intake and redetermination. Based on the business rules and discussion with OECOSL, the system run the necessary batches to evaluate which Families should no longer receive subsidies. Individuals are added to a waitlist based on the fund availability for a particular geographic area. A robust funds management module within the solution enables the fund are accurately used for paying the providers based on the child enrollments.
3.6	Calendar of upcoming work and virtual appointments are available at the user level, including automated assignments			X		Case Management system will be enhanced to create an ability to schedule virtual appointments in the system and will be assigned to users based on their workload and the areas they serve.
3.7	Case Management System can function on an entirely paperless basis for all processes and should be able to accept or use paper when necessary for the end user (Family, Provider, or Educator).	X				We have built our solution to work for multiple channels. This includes both self-service and paper based applications. The system supports the data entry of cases by OECOSL, provider licensing applications / renewals, pre-K assistance applications and quality rating applications.

Functional Requirements

1	Family Portal	Out of the Box	Configuration	Customization	No Capability	Comments
3.8	System and appropriate user with System role can categorize Providers that have been prohibited from operation and trigger workflows based on each category for corrective action including but not limited to triggering communications	X				The Licensing module of the solution has been designed to help state meet their regulations as well as federal regulations. The providers maintained in the system are evaluated against these regulations and if they fail complying to these, violations can be created in the system. If violations are not resolved in a timely manner, the System will automatically notify the provider that their certificate will be revoked.
3.9	Configurable workflow-triggered communication is available to specific persons within or outside the organization utilizing various communication mediums (e.g. email, phone calls, etc.)	X				The Case Management system includes a Communication Hub that allows notification via emails, text messages, alerts in the system to be generated for providers, families and case workers based on different trigger conditions in the system
3.10	Create electronic communications that meet State and federal privacy and security standards	X				All communication through the system are secure and comply with Federal security standards. The Salesforce platform enables all communications to be secure and helps to meet data privacy needs.
3.11	Distribute important links out to other sites and resources	X				The Case Management system provides helpful material to Eligibility Specialist that includes detailed instructions to use the system, links to important websites and other resources.
3.12	Eligibility Specialist can communicate with other stakeholders and Families by typing or choosing messages in the case management portion of the System, which will show up for the Family in the Family Portal and will trigger a notification to the Family to check messages in the Family Portal via text or email	X				Case workers can use the out of the box capability in the system to communicate with the providers and families. This includes the creation of templates for emails and notices. Other communication channels are also available in the system that includes text message feature. Communications can be created real time or an over night process that can be configured based on OECOSL needs.
3.13	Eligibility Specialist can determine subsidy amounts and length of subsidy based on information such as Provider costs, allowable costs by County, and other information located in the System	X				The case management has the feature of determining the copays for parents and determine the length of benefit and pay the providers based on county and provider agreed rate based on full time and part time care is provided to the children.
3.14	Eligibility Specialist can determine the following for each application: prequalification, full eligibility, subsidy amount/voucher amount, grant amount, funding, source/program provider rate, and waitlist status.	X				The Eligibility Determination module of the system uses a CORTICON eligibility engine that determines eligibility for multiple sub-programs in child care and pre-K assistance. It calculates the benefit amount and determines the waitlist and freeze status for cases.
3.15	Eligibility Specialist can process applications. This includes the applications moving through the main functions of: receive, approve, deny, apply, reapply, reauthorize, terminate, reactivate, transfer, or appeal (see Appendix).	X				The workflow rules in our Case Management system tracks an application from intake to its complete processing. This includes eligibility determination, approval, denial of benefits and renewals. Appeals outcome can be entered in the system and can be tracked for a case or a provider.
3.16	Eligibility Specialist can transfer cases to the right county or queue without any action required by Family			X		The Case Transfer function will be built in the system and will allow the cases to be transferred across counties
3.17	Eligibility Specialists can file an application on behalf of the Family should they show up to the Eligibility Office in person.	X				The system supports the application intake from paper based applications.
3.18	Generate PDF of important file documents; identify "file"	X				The system allows generation of PDFs for all the authorizations, payments summary, benefit summary and other processes. These documents can be uploaded to the system and linked to a case or a provider.
3.19	Internal user can manage and process Provider applications. This includes the functions of: receive, approve, reject, deny, apply, and reapply (see Appendix)			X		The applications submitted from the Provider Portal are received in the Case Management system in appropriate Inboxes. These can be processed by assigned users.
3.20	Internal user can monitor Child Care Providers by scheduling unannounced inspections and visits, which push to the Child Care Provider in the portal at the appropriate time. These inspections are unannounced, and the Provider can only get visibility to them once the Licensing Consultant is on site			X		The Licensing module of the solution will be customized to schedule announced and unannounced inspections for a provider location. The Inspection management module allows inspection outcomes to be entered and create violations if needed.
3.21	Various levels of access are defined to the System as a whole, as well as within different Functional Areas based on roles and security levels	X				The solution uses Salesforce out of box profile management feature to support this requirement.
3.22	Internal users can enforce laws by issuing external users to cease and desist, revoking or denying permissions, issuing civil penalties, collecting fees, decertifying, reinstating or changing providers, monitoring statuses, and tracking appealed cases (see Appendix)	X				The Licensing module allows case workers to assess providers for compliance against state and federal rules. If found non compliant, the system allows to issue sanctions and violations resulting in revocation of the certificate.

Functional Requirements

1	Family Portal	Out of the Box	Configuration	Customization	No Capability	Comments
3.23	Levers and controls of budget for each funding source/program type available at the State level for OECOSL Central Office to use including a statewide wait list for each child care and pre-K assistance type and the appropriate spending information with forecasting of anticipated spending of child care and pre-K assistance funding based on the number and amount of subsidy vouchers in the System; System will automatically move applications off of wait list and into the appropriate work queue per business rules	X				The Case Management has a robust Funds Management module that tracks the funds allocated for different programs i.e. subsidy and pre-K assistance. These funds are automatically used to pay providers and determine when children have to be added to a waitlist. As the funds become available system generates notifications for the case workers and children can be placed Ready for Service status.
3.24	OECOSL Central Office can award a Lakeshore or other incentive website credit to a Provider			X		The Quality Rating module has the ability to use the provider rating to determine the provider payments based on the add on rate. The solution will be configured to implement Lakeshore or other incentive website credit to a Provider.
3.25	Pre-screening is present in a benefit calculator-type function and should not require the Family to begin an application	X				Deloitte's Child Care and Early Learning Solution's Family portal has a screening module "Am I Eligible?" through which a family can enter personnel information to find if they are eligible for different assistance programs. Deloitte's Child Care and Early Learning solution's Case Management hosts the "prescreening" rules for various assistance programs. The family portal integrates with Case Management to get the accurate and appropriate prescreening results. These rules can be easily configured to meet OECOSL business needs.
3.26	Provide the ability to automate correspondence where possible.	X				System generates automated correspondences and notices based on different trigger conditions in the system.
3.27	Provide the ability to build electronic forms and email forms to distribution lists or individuals. Provide the ability to create, print, export, and email electronic forms that are pre-populated with corresponding data	X				Users can use the Correspondence Engine to request correspondences that are generated with pre-populated data. User can print, export and email these forms and communicate with providers and families.
3.28	Provide the role-based ability for user to classify individuals as bad actors at the lowest possible party level; System must also classify individuals as bad actors according to business rules		X			Our solution uses the Salesforce profiles to define a role-based ability for user to classify individuals and what system functions they can perform.
3.29	Supervisor can reassign work of supervisee and see dashboards of work assigned to all supervisees	X				Workload Dashboard within the Case Management system provides the ability to supervisors and other higher roles to assign cases to case workers. These users can also view the workload for the users across the system and reassign work as needed.
3.30	State-level prioritization of wait lists in the System determine how many child care applications can be funded based on program budget information. The System places processed applications on various wait lists based on business rules. Wait lists are maintained at the State level based on business rules.			X		The Waitlist Management module within the solution allows children to be placed on waitlist when funds are not available. The state level waitlists can be built in the solution as we already have a base solution for waitlist management based on county.
3.31	System provides workflow and management of technical assistance requests and referrals based on business rules and requests from Providers that indicate a desire for support, are referred for support, or who take an assessment/quiz defined by OECOSL	X				Technical assistance requests can be submitted by providers through the Provider portal and these are mapped to appropriate TA resources. With an integration with the LMS system providers can take an assessment/quiz defined by OECOSL.
3.32	The System allocates funds to the appropriate subsidy vouchers through an interface with the Payment System		X			The system can be easily configured to interface with the State Payment system to allocates funds to the appropriate subsidy vouchers.
3.33	The System and the Eligibility Specialist can determine eligibility for multiple child care and pre-K assistance subsidies for one child for multiple periods of time including subsidy amount, source/program subsidy type, length of subsidy, amount the Child Care Provider will be paid, and other information.			X		The Enrollment Management module can be customized to allows multiple enrollments to be created for a child with multiple providers if they attend part time care with both providers. This includes the determination of subsidy amount, source/program subsidy type, length of subsidy, amount the Child Care Provider will be paid, and other information.
3.34	The System and the Eligibility Specialist can split applications into multiple applications and cases when necessary per business rules (see Example Desired State Use Case for an example)			X		The Case Management system allows users to split applications into multiple applications and cases when necessary per business rules.

Functional Requirements

1	Family Portal	Out of the Box	Configuration	Customization	No Capability	Comments
3.35	The System assigns an application for child care or pre-K assistance to the appropriate Eligibility Office based on business rules. System and Eligibility Specialist can transfer cases to a different Eligibility Office's workflow or queue based on business rules and without any action required by Family	X				The Case Management system uses enhanced workflow rules to assign an application for child care or pre-K assistance to the appropriate Eligibility Specialist. These applications can be reassigned in the Case Management system and families are notified automatically.
3.36	The System can communicate internally and externally through email and case notes	X				Email and Case Comments can be captured in the system.
3.37	The System can process applications with appropriate screening for eligibility	X				The Case Management system has a screening module based on CORTICON rules engine through which it can be found if a case is eligible for different assistance programs. Deloitte's Child Care and Early Learning solution's Case Management hosts the "prescreening" rules for various assistance programs. The family portal integrates with Case Management to get the accurate and appropriate prescreening results. These rules can be easily configured to meet OECOSL business needs.
3.38	The System can seamlessly move an application through the application and case management flows	X				The Case Management system moves an application through different steps of approval and tracks its status.
3.39	The System determines how much money should be encumbered for a given period of time to cover subsidy vouchers. This information is available to OECOSL Central Office in near real time through reporting or dashboard views with the option to filter based on various data points including time and statewide and county levels. Biweekly or monthly automated accounting engine runs to unencumber money on individual cases based on business rules	X				The Fund Management module of the solution determines the amount that should be encumbered for a given period of time to cover subsidy payments. System rules determine when the money is released to the Available funds when an enrollment is closed or due to other configured business rules.
3.40	The System places a PTQ rating request in the correct workflow for processing	X				The Quality Rating system has configurable workflow rules that assigns the rating applications to appropriate users.
3.41	Two-way communication available for internal System users	X				The Case Management system has a communication hub that allows internal users to chat and send alerts.
3.42	User can access individual case worker dashboard and supervisor dashboard.	X				Based on security roles user can access the workload dashboard for different users to provide a view into the workload of each system user.
3.43	User can approve PTQ work	X				The Quality Rating module allows the applications to be approved. It also allows Directors or other higher roles to approve the work from case workers. These workflow rules can be easily configured in the system to meet Indiana specific needs.
3.44	User can assign TA tiers, TA and PTQ work items, and incentives to Providers	X				The Technical Assistance module allows the providers to be mapped to TA resources. TA requests can be created for providers and an action plan can be recorded in the system. This tracked to compliance and once completed the TA request is closed and the desired rating can be assigned.
3.45	User can make unlimited case notes.	X				Case / Provider Comments screens in the solution allows the users to take notes for each case and provider. These comments can be marked as High/Low priority and can also be used to important updates to a case or a provider.
3.46	User can rate PTQ providers.	X				The Case Management system has a rule based Rating system. This allows the user to view the suggested Rating for a provider based on the standards the provider has met. The user always has the ability to override the rating with a reason.
3.47	User can refer a Child Care Provider for services.	X				Child Care Provider Referrals can be initiated by the provider, by OECOSL staff, or by partner contractors. This Referral will be displayed in a queue within the Case Management system. OECOSL staff, or partner contractors, will be responsible to manage the queue and manually mark the referral "Completed" when the necessary Technical Assistance (TA) is provided to the Child Care Provider.
3.48	User can reschedule work items in the application and in conjunction with the user portals		X			The Case Management system allows users to reassign their work items to other users based on role hierarchy and workload rules. Families and providers are notified automatically when such changes are made in the case management system.
3.49	User can track community and family engagement, use of TA resources, TA activities, CCR&R activities, engaged partners, and PTQ rating activities	X				Technical assistance module allows case workers to connect providers with the TA resources to help them achieve the desired quality levels.

Functional Requirements

1	Family Portal	Out of the Box	Configuration	Customization	No Capability	Comments
3.50	User can view and manage PTQ applications, ISAT results, requests for assistance, PTQ rating requests/information, and referrals	X				The case management system includes the Quality Rating Improvement system functionality. This allows to create, process and finalize provider rating applications. A provider quality rating is assigned based on the rules and the rating is used within the subsidy module to determine provider payments.
3.51	User can view full case history and associations or links between one party and another party (such as a child within a Family to a Provider to an Educator)	X				The case management system assigns a unique ID to each case and child. This helps to track an individual if they are part of multiple cases. This enables full case history and associations or links between one party and another party.
3.52	Work assignments can be determined and routed to users by geographical location, System role, position, and other criteria	X				Cases and providers are assigned to users based on a combination of the geographic areas they serve e.g. based on county and security profile of the user.
3.53	Work items related to provider's PTQ request are routed to the appropriate queue for multiple parties to review	X				Based on the assignment of cases and providers to the users all applications and provider updates are routed to the assigned user through automated workflow rules of our solution.
3.54	The System can determine eligibility for child care and pre-K assistance subsidies including subsidy amount, subsidy type, amount the Child Care Provider will be paid, and other information .	X				The system uses CORTICON based rule engine to determine case eligibility and based on the co-pay rules determines the subsidized child care co-pays and uses the provider rates to determine the provider payments. These payments are tracked in the system to ensure providers are paid accurately and tracks any over /under payments.
3.55	User can view full case history - based on access levels	X				Based on the security roles configured in the system, users with appropriate roles can view the historical information for a record.
3.56	Families move from the completion of the application, to communication of status (application determined to be preliminarily eligible or ineligible), and if eligible, on to choosing a child care provider, voucher creation, and payment to provider	X				The Case Management system tracks the case status, eligibility status, co-pay amount and provider payments based on the case data and provider rates.
3.57	System supports e-signature functionality	X				The system has the e-signature functionality and uses it for all application submissions.

4	Learning Management System	Out of the Box	Configuration	Customization	No Capability	Comments
4.1	System adheres to learning tools interoperability	X				The proposed LMS solution is provided by Cardinality meets the interoperability needs
4.2	System is fully SCORM (Sharable Content Object Reference Model) compliant	X				The proposed LMS solution "Cardinality" is SCORM compliant
4.3	System supports communities of practice	X				The proposed LMS solution supports communities of practice
4.4	Accessible per Scope of Work Section 6.2 General System Requirements.	X				The proposed LMS solution complies with the General Requirements
4.5	Full integration with the appropriate portals and other parts of the System including prompts by the System to complete training in the Learning Management System, referrals by the System to the user to take an action determined by business rules after a training is completed, and other activities	X				The proposed LMS solution integrates with the Provider Portal and Case Management System for a seamless transition for learning needs of providers and case workers.
4.6	User can complete training, quizzes, surveys, and required documentation on unlimited topics	X				The proposed LMS solution allows users to complete training, quizzes, surveys, and access to required content provided by the State on all relevant topics.
4.7	Provide training for PTQ online through webinars, learning forums, real time chat, and potentially other digital methods	X				The proposed LMS solution includes the ability to view webinars, learning forums.
4.8	User dashboard shows user activity, progress, learning opportunity enrollments, completed trainings, earned certificates, action items, and other information	X				The proposed LMS solution displays a learning dashboard for tracking learning needs of a user
4.9	training catalog in which users are able to view and register for learning opportunities	X				The proposed LMS solution displays a learning catalogue for the list of trainings available to a user.
4.10	calendar that displays upcoming learning opportunities	X				The proposed LMS solution allows users to view upcoming learnings based on their interests.
4.11	System generates a transcript or other method for user to easily demonstrate cumulative professional development and training completed	X				The proposed LMS solution generates a report of the completed trainings for a user.

Functional Requirements

1	Family Portal	Out of the Box	Configuration	Customization	No Capability	Comments
4.12	Translation available from English to Spanish	X				Deloitte's Child Care and Early Learning Solution's Learning Management system has the feature to support both English and Spanish language only for the Page names and Fields. Our solution supports automatic Spanish translation of the Page Names and Fields that appear on the pages (i.e., Static Content only). The data stored in the system is not translated to Spanish. For example, if the Page Name is "Assess Eligibility" and if the user changes the language to Spanish, the system will translate the Page Name to Spanish "Evaluar la elegibilidad." In addition, if the Field Name on the screen was "Name," it will be translated to "Nombre," but the data that appears on the page will not be translated to Spanish. For example, if the program name is "Low Income," it would not translate it to Spanish.
4.13	Ability to import, export, and process files quickly	X				The proposed LMS solution allows users to import, export and process learning documentation.
4.14	Ability to easily categorize or tag materials and programs to easily filter to see certain types of training opportunities available	X				The proposed LMS solution allows users to search trainings based on different search parameters.
4.15	Unlimited number of Learning Management System users	X				The proposed LMS solution allows unlimited number of users to access the LMS system. This is enabled through an enterprise based license for the LMS system.
4.16	Learning Management System is part of the System with the same sign on information used by the user for all parts of the System	X				The proposed LMS solution integrates with the Provider Portal and Case Management System for a seamless transition for learning needs of providers and case workers.
4.17	Learning Management System provides unlimited learning curriculums or paths containing multiple learning opportunities and progressive learning opportunities in a single path	X				The proposed LMS solution provides access to a variety of training material to providers and case workers.
5	Business Intelligence and Reporting	Out of the Box	Configuration	Customization	No Capability	Comments
5.1	Data tracking and entry related to multiple tiers of assistance are provided, including resources through Call Center, cohorts, or face-to-face	X				Deloitte's Child Care and Early Learning Solution acts as a single source of data for external interfaces including call center.
5.2	System provides static/historical and near dynamic (i.e., real-time) reporting for all program and functional areas. This includes a list of the types of built-in (predefined) and end-user definable (ad hoc) reporting capabilities	X				Our solution Reports and Dashboards through the Salesforce platform provides access to the real time data. Admins can easily build adhoc reports for advanced reporting.
5.3	System allows visualization of data and drill down capabilities	X				Our solution out of box Dashboards displays multiple data points in a single page and it can be drilled down as well.
5.4	Semantic layer that allows end users to perform self-service reporting within the scope of their security and access rights. User Defined Reports and Views: System provides user-defined reporting views based upon different roles and security profiles of various stakeholders. The Contractor shall define the rules of configuration for State approval	X				Our solution uses Salesforce profiles to define which user group need access to which reports.
5.5	System can export report results to common data formats (e.g., Excel, CSV, PDF, Word, etc.)	X				Our solution uses Salesforce out of box reports to support export functionalities with common data formats (excel, csv, PDF)
5.6	Provides an easy-to-use web-based library of canned reports for viewing, printing, and download		X			Deloitte's Child Care and Early Learning Solution has canned report generation solution. We will work with OECOSL to collect the requirements for the canned reports and implement them. We assume the total canned reports to be generated will be between 10 to 15.
5.7	Provides the data model and definitions of the system and be able to integrate bi directionally into the analytics platform.	X				Our solution uses Salesforce out of box feature gives the ability for admins to see all the different fields and objects available in the system.
5.8	Full access to all data points collected in the software	X				The solution provides users with appropriate security roles to view the data in the system.
5.9	Dashboard views of aggregate data with drill-down capabilities, ability to aggregate and view data in different ways (for example, by geographical location, type, party, etc.) and to view trends in data	X				Our solution provides access to multiple out of box report types including Summary, matrix, simple table and charts.

General System Requirements

State of Indiana Office of Early Childhood and Out of School Learning
 Exhibit 3 - Detailed Functional, General System, and Technical Requirements
 General System Requirements

1	General System Requirements	Out of the Box	Configuration	Customization	No Capability	Comments
1.1	Define and maintain appropriate, security-based user roles/permissions to limit users to the appropriate level of access and information based on their role	X				
1.2	Accommodate users accessing the System using laptop, mobile phone, tablet, and desktop hardware running current supported versions of: a. Microsoft operating system, Apple operating system, Android, iOS b. Microsoft Office (latest version with active Microsoft extended support) for spreadsheets, narratives, summaries, and cover sheets (detailed history documents) c. Microsoft Internet Explorer, Microsoft Edge, Apple Safari, Google Chrome, and Mozilla Firefox	X				Our solution is based on Salesforce platform and the system will support the operating systems supported by Salesforce.
1.3	Business continuity and disaster recovery capabilities ensure the System complies with all State backup and disaster recovery requirements	X				
1.4	Ensure all records are maintained in an auditable and readily accessible way. Provide the ability to track and report upon entries and changes made by all users (including administrators) in the System. Include a time/date stamp and user ID for all entries to provide an audit trail of transactions	X				
1.5	Meet technology standards and security requirements that are set by Indiana Office of Technology (https://www.in.gov/iot/2394.htm). Ensure compliance with the Family and Social Services Administration security policies (https://www.in.gov/fssa/4979.htm).	X				
1.6	Family Portal and Child Care Provider and Educator Portal are web-based	X				
1.7	System adheres to Section 508 of the Rehabilitation Act	X				
1.8	System can translate to multiple languages including Spanish	X				The system uses out of the box translation feature from Salesforce

Technical Requirements

State of Indiana Office of Early Childhood and Out of School Learning
Exhibit 3 - Detailed Functional, General System, and Technical Requirements
Technical Requirements

1	Infrastructure	Out of the Box	Configuration	Customization	No Capability	Comments
1.1	Provide all prerequisite system cloud infrastructure requirements for system adoption with considerations to Development, System Integration Test, User Acceptance, Production, Training, and Disaster Recovery environments	X				Disaster Recovery is part of the Software vendor services and hence a separate environment for Disaster Recovery may not be required.
1.2	Support the volume of all contractual System activities, with the ability to readily scale up to support increasing volume and communication with all relevant systems	X				
1.3	The System shall meet the system performance standards set forth in Scope of Work Section 6.3.2 System Performance	X				
2	System Performance	Out of the Box	Configuration	Customization	No Capability	Comments
2.1	System performs such that minor incidents do not result in loss of user data. No error rates occur during transaction activity in the database that may result in the loss of user-submitted applications	X				
3	Implementation/ Integration	Out of the Box	Configuration	Customization	No Capability	Comments
3.1	System enforces data integrity rules that result in better data quality	X				Our solution platform i.e. Salesforce enables data integrity across different portals and reduces duplicative data entry. It maintains data quality through rigorous quality assurance processes.
3.2	Perform integrations with systems listed. Define the integration capability and methodology to integrate with tertiary systems with the following specifications: GeoDelivery Quality Assurance System Eligibility (OASE) Child Care Finder Public Safety Portal EPIC Payment System Indiana Department of Education Indiana Eligibility Determination Services System (IEDSS) Data Warehouse SPARK Learning Lab SPARK Single Sign-On			X		Deolitt's Child Care and Early Learning solution uses MuleSoft based integration with external systems. Our solution will be customized to implement interfaces with the Indiana specific external systems as listed in these requirements.
3.3	The System allocates funds to the appropriate subsidy vouchers through an interface with the Payment System			X		Our solution will integrate with OECOSL's existing Payment system to create vouchers for subsidized child care program
3.4	System integrates with incentive websites (ex. Lakeshore) so that Providers can easily spend credits for these websites (as provided by OECOSL per business rules)			X		The Provider and Educator portal will be customized to interface with incentive websites (ex. Lakeshore) so that Providers can easily spend credits for these websites.
3.5	System integrates with training websites/Learning Management Systems so that Providers and Educators can take trainings and be referred for trainings			X		Deolitt's Child Care and Early Learning solution will be customized to develop an interface with our proposed LMS system through Cardinality. The LMS system will interface with the Provider and Educator portal and the Case Management system through MuleSoft
3.6	System integrates with the State's text and email platform			X		Our solution has business rules to automatically trigger notifications. The solution platform i.e. Salesforce provides out of box text and email features. However, our approach will be to integrate with State's text and email platform to maximize asset reuse.
3.7	System integrates with other State benefit systems			X		Our solution will be customized to interface with State's benefit system to obtain information about certain applications and review impacts across multiple programs.
3.8	System integrates with OECOSL's Monitoring system			X		Our solution provides out of the box reporting capabilities to enable OECOSL to ensure that federal child care assistance program dollars are being spent properly and review the findings. It will also be customized to integrate with State's Monitoring system (OASE) to support advanced data monitoring.
3.9	System integrates with OECOSL's payment system. Subsidy voucher-level payment detail must be provided to the Payment System as part of this integration, with appropriate reporting available to OECOSL Central Office so that OECOSL Central Office can ensure that the State's account system ledger is updated.			X		Our solution will integrate with OECOSL's existing Payment system to create vouchers for subsidized child care program and update the State's account system ledger.
3.10	System integrates with TEACH scholarship system			X		Deolitt's Child Care and Early Learning solution will be customized to integrate with TEACH scholarships system to allow a Child Care Provider that may be an approved Head Start location, enrolled and progressing in Indiana's PTD program, and have Child Care Educators on staff receiving TEACH scholarships to advance their education.
3.11	Bi-directional interfaces between components of the System	X				Bi-directional interfaces are available within the solution and are made available through MuleSoft
3.12	Interface with the State's text and email platform to send mass and 1:1 texts and emails. Provide the ability to automate correspondence, when possible			X		Our solution has business rules to automatically trigger notifications through text, email and correspondences. The solution platform i.e. Salesforce provides out of box text, email and correspondence features. However, our approach will be to integrate with State's text and email platform to maximize asset reuse.
3.13	Interface with the Indiana Department of Homeland Security's Public Safety Portal, which houses the State Fire Marshal Code Enforcement System			X		Deolitt's Child Care and Early Learning solution uses MuleSoft based integration with external systems. Our solution will be customized to implement interface with the Indiana Department of Homeland Security's Public Safety Portal
4	Security	Out of the Box	Configuration	Customization	No Capability	Comments
4.1	Secure transmission - Encrypt all in transit system communications	X				
4.2	Encryption of sensitive data such as Personal identifiable information (PII), including Social Security numbers, following Indiana Office of Technology data encryption standard (https://www.in.gov/officeofit/1.1_Data_Encryption.pdf)	X				
4.3	Support complex passwords and enforce periodic resetting of passwords	X				
4.4	Ability to have self service password reset	X				
4.5	System supports Single Sign-On (SSO) secure web-based sign on with State of Indiana approved SSO providers	X				
4.6	Follow NIST SP 800-53: Security and Privacy Controls for Information Systems and Organizations	X				

EXHIBIT 4

Indiana Office of Technology Terms and Conditions

DEFINITIONS

Data means all production data, whether in written, or electronic form, created by or in any way originating with the State, and all production data that is the output of any computer processing, or other electronic manipulation, of any such production data that was created by or that in any way originated with the State, in the course of using and configuring the Services.

Data Breach means any actual or reasonably suspected unauthorized access to or acquisition of Encrypted Data.

Encrypted Data means Data that is required to be encrypted under the contract and Statement of Work.

Indiana Office of Technology means the agency established by Ind. Code § 4-13.1-2-1.

Information Security Framework means the State of Indiana's written policy and standards document governing matters affecting security and available at <http://www.in.gov/iot/2339.htm>.

PII and PHI shall have the meanings ascribed the in the Contract.

Security Incident means any actual or reasonably suspected unauthorized access to the contractor's system, regardless of whether contractor is aware of a Data Breach. A Security Incident may or may not become a Data Breach.

Service(s) means the services which are provided to the State by contractor pursuant to this contract and the contractor's services obligations under the contract.

Service Level Agreement means the written agreement as to service levels between both the State and the contractor that is subject to the terms and conditions of this contract; in this case, such is included in the Statement of Work.

Statement of Work means the written agreement between both the State and contractor attached to and incorporated into this contract.

TERMS

1. Data Ownership: The State owns all rights, title, and interest in the Data. The contractor shall not access State user accounts or Data, except: (1) in the normal course of data center operations; (2) in response to Service or technical issues; (3) as required by the express terms of this contract, applicable Statement of Work, or applicable Service Level Agreement, or as required to perform the Services; or (4) at the State's written request or if provided to the contractor by or on behalf of the State.

Contractor shall not collect, access, or use Data except as necessary to provide Services to the State.

2. Data Protection: Protection of personal privacy and Data shall be an integral part of the business activities of the contractor to ensure there is no inappropriate or unauthorized use of Data at any time. To this end, the contractor shall safeguard the confidentiality, integrity, and availability of Data and shall comply with the following conditions and those set forth in the Contract:

a. The contractor shall implement and maintain appropriate administrative, technical, and organizational security measures to safeguard against unauthorized access, disclosure, or theft of Data. Contractor shall implement and maintain heightened security measures with respect to Encrypted Data. Such security measures shall be in accordance with Indiana Office of Technology practice and recognized industry practice, including but not limited to the following:

1. Information Security Framework; and
2. Indiana Office of Technology Cloud Product and Service Agreements, Standard ID: IOT-CS-SEC-010.

b. All Encrypted Data shall be subject to controlled access. Any stipulation of responsibilities shall be included in the Statement of Work and will identify specific roles and responsibilities.

c. The contractor shall encrypt all PII and PHI at rest and in transit. The level of protection and encryption for all Encrypted Data shall meet or exceed that required in the Information Security Framework.

d. At no time shall any Data or processes — that either belong to or are intended for the use of State — be copied, disclosed, or retained by the contractor or any party related to the contractor for subsequent use in any transaction that does not include the State.

e. The contractor shall not use any information collected in connection with the Services for

any purpose other than fulfilling its obligations under the contract.

3. Data Location: Storage of Data that is PII or PHI at rest shall be located solely in data centers in the United States and the contractor shall access and handle Data in providing its Services to the State and its end users solely from locations in the United States. The contractor shall not store Data that is PII or PHI on portable devices, including personal laptop and desktop computers, except in an encrypted state. The contractor shall access Data remotely.

4. Notification of Legal Requests: If the contractor is requested or required by deposition or written questions, interrogatories, requests for production of documents, subpoena, investigative demand or similar process to disclose any Data, the contractor will provide prompt written notice to the State and will cooperate with the State's efforts to obtain an appropriate protective order or other reasonable assurance that such Data will be accorded confidential treatment that the State may deem necessary.

5. Termination and Suspension of Service:

a. In the event of a termination of the contract, the contractor shall implement an orderly return of Data in a mutually agreeable and readable format. The contractor shall provide to the State any information that may be required to determine relationships between data rows or columns. It shall do so at a time agreed to by the parties or shall allow the State to extract its Data. Upon confirmation from the State, the contractor shall securely dispose of the Data.

b. During any period of Service suspension, the contractor shall not take any action that results in the erasure of Data or otherwise dispose of any of the Data.

c. In the event of termination of any Services or contract in its entirety, the contractor shall not take any action that results in the erasure of Data until such time as the State provides notice to contractor of confirmation of successful transmission of all Data to the State or to the State's chosen vendor.

During this period, the contractor shall make reasonable efforts to facilitate the successful transmission of Data. The contractor shall be reimbursed for all phase-out costs (i.e., costs incurred within the agreed period after contract expiration or termination that result from the transfer of Data or other information to the State). A reimbursement rate shall be agreed upon by the parties for such post-expiration/termination assistance. After such period, the contractor shall have no obligation to maintain or provide any Data and shall thereafter, unless legally prohibited, delete all Data in its systems or otherwise in its possession or under its control. The State shall be entitled to any post-termination assistance generally made available with respect to the Services, unless a unique data retrieval arrangement has been established as part of a Service Level Agreement.

d. Upon termination of the Services or the contract in its entirety, contractor shall, within 30 days of receipt of the State's notice given in 7(c) above, securely dispose of all Data in all of its forms, including but not limited to, CD/DVD, backup tape, and paper. Data shall be

permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved or other industry standard methods. Certificates or confirmations of destruction shall be provided to the State upon completion.

6. Access to Security Logs and Reports: Upon request, the contractor shall provide to the State reports on a schedule and in a format specified in the Contract as agreed to by both the contractor and the State. Reports shall include latency statistics, user access, user access IP address, user access history, and security logs, in each case for all Data. The State's audit requirements shall, if applicable, be defined in the Statement of Work or Contract.

7. Contract Audit: The contractor shall allow the State to audit in accordance with the contract's audit terms. The State may perform this audit or contract with a third party at its discretion and at the State's expense provided that such third party agrees in writing to maintain the confidentiality of such audit.

8. Data Center Audit: If hosted by contractor, the contractor shall perform an annual independent audit of its data center(s) where Data, State applications, or other State information is maintained. The contractor shall perform this independent audit at its expense and shall, upon completion, provide an unredacted version of the complete audit report to the State. (The contractor may redact its proprietary information from the unredacted version, however.) A Service Organization Control (SOC) 2 audit report or equivalent approved by the Indiana Office of Technology sets the minimum level of a third-party audit. The State shall maintain the confidentiality of such report.

The parties agree that any documents provided to the State under this paragraph and paragraph 6 above shall be deemed a trade secret of contractor and are deemed administrative or technical information that would jeopardize a record keeping or security system and shall be exempt from disclosure under the Indiana Access to Public Records Act, IC 5-14-3.

9. Change Control and Advance Notice: The contractor shall give notice to the State for change management requests. Contractor shall provide notice to the State regarding change management requests that do not constitute an emergency change management request at least two (2) weeks in advance of implementation. Contractor shall provide notice to the State regarding emergency change management requests no more than twenty-four (24) hours after implementation.

Contractor shall make updates and upgrades available to the State at no additional cost when contractor makes such updates and upgrades generally available to its users at no additional cost to them. No update, upgrade, or other change to the Service may decrease the Service's functionality, adversely affect State's use of or access to the Service or increase the cost of the Service to the State without State's prior written approval to implement the same as respects the Services.

10. Security: The contractor shall, on a mutually agreed basis, disclose its non-proprietary system security plans or security processes and technical limitations to the State such that adequate protection and flexibility can be attained between the State and the contractor. For example: virus checking and port sniffing. The State and the contractor shall share information sufficient to understand each other's roles and responsibilities. The contractor shall take into consideration feedback from the Indiana Office of Technology with respect to the contractor's system security plans.

The parties agree that any documents provided to the State under this paragraph shall be deemed a trade secret of contractor and is deemed administrative or technical information that would jeopardize a record keeping or security system and shall be exempt from disclosure under the Indiana Access to Public Records Act, IC 5-14-3.

11. Non-disclosure and Separation of Duties: The contractor shall enforce role-based access control, separation of job duties, require commercially reasonable nondisclosure agreements from subcontractors and policies for its personnel, and limit staff knowledge of Data to that which is necessary to perform job duties. The contractor shall upon request and no more than annually provide to the State a list of individuals that have access to the Data and/or the ability to service the systems that maintain the Data.

12. Import and Export of Data: The State shall have the ability to import or export Data in piecemeal or in entirety at its discretion, with reasonable assistance provided by the contractor, at any time during the term of contract. This includes the ability for the State to import or export Data to/from other parties at the State's sole discretion. Contractor shall specify in the Statement of Work if the State is required to provide its' own tools for this purpose, including the optional purchase of contractor's tools if contractor's applications are not able to provide this functionality directly.

13. Responsibilities and Uptime Guarantee: The contractor shall be responsible for the acquisition and operation of all hardware, software, and network support related to the Services being provided except as otherwise specified in the contract or Statement of Work or otherwise agreed to by the parties. The technical and professional activities required for establishing, managing, and maintaining the environments are the responsibilities of the contractor. The contractor shall allow the State to access and use the Service to perform synthetic transaction performance testing.

The contractor shall investigate and provide to the State a detailed incident report regarding any unplanned Service interruptions or outages. The State may terminate the contract for cause if the frequency of contractor-preventable outages is sufficient to warrant termination.

14. Subcontractor Disclosure: Contractor shall identify all of its subcontractors who may be involved in any application development and/or operations for the Services.

The contractor shall be responsible for the acts and omissions of its subcontractors who provide or are involved in the provision of Services.

15. Business Continuity and Disaster Recovery: The contractor shall annually provide to the State a business continuity and disaster recovery plan which details how the State's recovery time objective has been met and tested. The parties agree that any documents provided to the State under this paragraph shall be deemed administrative or technical information that would jeopardize a record keeping or security system and shall be exempt from disclosure under the Indiana Access to Public Records Act, IC 5-14-3. The contractor shall work with the State to perform an annual disaster recovery test and take action to correct any issues detected during the test in a time frame mutually agreed upon between the contractor and the State in the Contract or in writing.

The State's Data shall be maintained in accordance with the applicable State records retention requirement, as set forth in the Contract. The contractor shall upon request and no more than annually provide to the State a resource utilization assessment detailing the Data maintained by the contractor. This report shall include the volume of Data, the file formats, and other content classifications as determined by the State.

16. Compliance with Accessibility Standards: The contractor shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973, or any other accessibility state laws or administrative regulations.

17. State Additional Terms and Conditions Revision Declaration: The clauses in this Exhibit have not been altered, modified, changed, or deleted in any way except for the following clauses which are named below:

- Data Ownership
- Data Protection
- Data Location
- Notice Regarding Security Incident or Data Breach (*removed*)
- Responsibilities Regarding Data Breach (*removed*)
- Termination and Suspension of Service
- Background Checks (*removed*)
- Access to Security Logs and Reports
- Contract Audit
- Data Center Audit
- Change Control and Advance Notice
- Security
- Non-disclosure and Separation of Duties
- Responsibilities and Uptime Guarantee
- Subcontractor Disclosure
- Business Continuity and Disaster Recovery
- Compliance with Accessibility Standards