

AMENDMENT #1

CONTRACT #0000000000000000000053902

This is an Amendment to the Contract (the "Contract") entered into by and between the **Indiana Family and Social Services Administration, Office of Medicaid Policy and Planning** (the "State") and **Deloitte Transactions & Business Analytics LLP** (the "Contractor") approved by the last State signatory on June 11, 2021.

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

The Contract for the identification of leads for investigation into the potential occurrence of fraud, waste or abuse in the State of Indiana's Medicaid program (inclusive of both the Fee-For Service and Managed Care programs) via its Fraud and Abuse Detection Services ("FADS") is hereby amended to update Exhibit 2, add Exhibit 4, and increase the Contract remuneration amount.

Exhibit 2, Cost Schedule, is hereby superseded with **Exhibit 2.A**, which is attached hereto and incorporated herein. Exhibit 2.A accounts for a financial omission involving change pool funding which was addressed in the RFP, the RFP response, and Exhibit 1 Scope of Work. Exhibit 2.A additionally includes funding for Exhibit 4.

Exhibit 4, Independent Security Audit ("ISA"), is hereby added to the contract and is attached hereto and incorporated herein. An ISA is required to be performed by an Independent Validation and Verification ("IV&V") vendor consistent with the requirements outlined in the Centers for Medicare and Medicaid Services ("CMS") certification requirements.

Collectively, the consideration for these modifications totals \$560,849.34. Total remuneration under the Contract shall not to exceed **\$16,136,383.26**.

All matters set forth in the original Contract and not affected by this Amendment shall remain in full force and effect.

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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

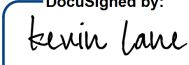
I agree, and it is my intent, to sign this Amendment by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Amendment to the State of Indiana. I understand that my signing and submitting this Amendment in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Amendment and this affirmation. I understand and agree that by electronically signing and submitting this Amendment in this fashion I am affirming to the truth of the information contained therein. I understand that this Amendment 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://secure.in.gov/apps/idoa/contractsearch/>

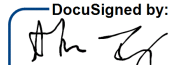
In Witness Whereof, the Contractor and the State have, through their duly authorized representatives, entered into this Amendment. The parties, having read and understood the foregoing terms of this Amendment, do by their respective signatures dated below agree to the terms thereof.

Deloitte Transactions & Business Analytics LLP

**Indiana Family and Social Services Administration,
Office of Medicaid Policy and Planning**

By: 
C8652C4EB2954D0...
Title: Principal

Date: 5/25/2022 | 06:14 PDT

By: 
3C2ABD79A80D498...
Title: Medicaid director

Date: 5/25/2022 | 09:27 EDT

Electronically Approved by: Indiana Office of Technology By: _____ (for) Tracy 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: Office of the Attorney General By: _____ (for) Theodore E. Rokita, Attorney General

EXHIBIT 2.A

COST SCHEDULE

The information below reflects the forecasted State Fiscal Year (“SFY”) breakdown of this Contract. These forecasted amounts are subject to adjustment between State Fiscal Years (“SFYs”), and funding sources only if executed via a 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 FSSA Finance approves. 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 FSSA Finance approves.

Base 4-Year Contract OMPP	State Fiscal Year	Monthly Cost	Total SFY Cost	Total Annual Performance Withhold (12 months summed)
	SFY 2022 - One-Time Design, Delivery and Implementation Fee	n/a	\$336,775.00	n/a
	SFY 2022 - Monthly Cost for Technology and Services	\$281,990.92	\$3,383,891.04	\$338,389.10
	SFY 2023 - Monthly Cost for Technology and Services	\$326,364.90	\$3,916,378.81	\$391,637.88
	SFY 2024 - Monthly Cost for Technology and Services	\$326,368.34	\$3,916,420.13	\$391,642.01
	SFY 2025 - Monthly Cost for Technology and Services	\$326,372.41	\$3,916,468.93	\$391,646.89
Base 4-Year Change Request Pool OMPP	SFY 2022 - Change Request Pool	n/a	\$93,016.65	n/a
	SFY 2023 - Change Request Pool	n/a	\$98,789.47	n/a
	SFY 2024 - Change Request Pool	n/a	\$98,790.50	n/a
	SFY 2025 - Change Request Pool	n/a	\$98,791.72	n/a
Required Audit - OMPP	SFY 2022 - Independent Security Audit	n/a	\$171,461.00	n/a
Base 4-Year Contract MFCU	SFY 2022 - Software Licensing	\$0.00	\$0.00	n/a
	SFY 2023 - Software Licensing	\$2,933.33	\$35,200.00	n/a
	SFY 2024 - Software Licensing	\$2,933.33	\$35,200.00	n/a
	SFY 2025 - Software Licensing	\$2,933.33	\$35,200.00	n/a

Estimated 4-Year Contract Total
Estimated 4-Year OMPP Contract Total (with optional change pool)
Estimated 4-Year MFCU Contract Total (with optional training hours)

\$16,136,383.26
\$16,030,783.26
\$105,600.00

EXHIBIT 2.A

COST SCHEDULE

Optional Extension Year Pricing - OMPP	State Fiscal Year	Monthly Cost	Total SFY Cost
	SFY 2026 - Monthly Cost for Technology and Services	\$324,289.65	\$3,891,475.82
	SFY 2027 - Monthly Cost for Technology and Services	\$324,289.65	\$3,891,475.82
Optional Extension Year Pricing - MFCU	SFY 2026 - Software Licensing	\$2,933.33	\$35,200.00
	SFY 2026 - Trainer Cost (only if used) - Up to 520 Hours at \$80/hr	n/a	\$41,600.00
	SFY 2027 - Software Licensing	\$2,933.33	\$35,200.00
	SFY 2027 - Trainer Cost (only if used) - Up to 520 Hours at \$80/hr	n/a	\$41,600.00
Optional Extension Year Pricing Modificaiton and Enhancements Pool (Annual Figure - Subject to State Approval for Use)	SFY 2026 - Change Request Pool	n/a	\$98,166.90
	SFY 2027 - Change Request Pool	n/a	\$98,166.90
Estimated SFY 2026 Contract Total			\$4,066,442.72
Estimated SFY 2026 OMPP Contract Total (with optional change pool)			\$3,989,642.72
Estimated SFY 2026 MFCU Contract Total (with optional training hours)			\$76,800.00
Estimated SFY 2026 Contract Total			\$4,066,442.72
Estimated SFY 2026 OMPP Contract Total (with optional change pool)			\$3,989,642.72
Estimated SFY 2026 MFCU Contract Total (with optional training hours)			\$76,800.00

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EXHIBIT 4

INDEPENDENT SECURITY AUDIT (“ISA”)

February 18, 2022

Deloitte* is pleased to provide a quote for the Indiana Fraud and Abuse Detection System (FADS) Independent Security Audit (ISA). For this ISA, Deloitte will partner with Sahasra Technologies Corporation, a leading technology firm in the State of Indiana.

Scope of Work

Deloitte will provide the State with a Security Assessment of the Program Integrity (PI) solution utilized by the State of Indiana Office of Medicaid Policy & Planning. This service will be performed by an Independent Validation & Verification (IV&V) vendor consistent with the requirements in the Centers for Medicare & Medicare Services (CMS) Certification requirements. The State's PI solution is often referred to as the Indiana FADS or Pallium™. The IV&V vendor will perform and provide a draft and final report based on the requirements provided in the Streamlining Modular Certification for Medicaid Enterprise Systems Guidance, Version 1.0, dated March 2021:

Independent, third-party security and privacy controls assessment report that covers compliance with the following:

- *NIST SP 800-171 and/or NIST SP 800-53 standards and all relevant controls in HIPAA;*
- *aligning Health Care Industry Security Approaches pursuant to Cybersecurity Act of 2015, Section 405(d); and*
- *the Open Web Application Security Project Top 10.*

Risks should be identified using NIST SP 800-30 Revision 1.

The third-party audit should include, but need not be limited to, a penetration test, a review of all HIPAA compliance areas: user authentication; information disclosure; audit trail; data transfers; and information on correct data use (role-based testing of use). The audit should cover adequate audit trails and logs (ID, access level, action performed, etc.). The audit should also cover encryption of data at rest, in audit logs, and in transit between workstations and mobile devices (where applicable), to external locations and to offline storage.

The formal Statement of Work will follow the acceptance of the quote.

Quote

Service to be Performed	Cost
Independent Security Audit	\$171,461.00

This quote is valid for 120 days from the date of submission.

Should the State require an additional clarification or information, please do not hesitate to reach out.

EXHIBIT 4

INDEPENDENT SECURITY AUDIT (“ISA”)

Regards,



Kevin Lane, Principal
Deloitte Transactions and Business Analytics LLP
kelane@deloitte.com
+1 214 840 1577

*As used in this document “Deloitte” means Deloitte Transactions and Business Analytics LLP and its parent affiliate entity Deloitte Financial Advisory Services LLP, which provides forensic accounting, cost accounting and dispute consulting services, and Deloitte & Touche LLP, which provides accounting, auditing, internal control, and financial management support services. Deloitte Consulting LLP will also support this contract. These entities are separate subsidiaries of Deloitte LLP. Deloitte Transactions & Business Analytics LLP will be responsible for the services and the other subsidiaries may act as subcontractors. Deloitte Financial Advisory Services LLP and Deloitte Transactions & Business Analytics LLP are not certified public accounting firm(s). Please see www.deloitte.com/us/about for a detailed description of the legal structure of Deloitte LLP and its subsidiaries. Certain services may not be available to attest clients under the rules and regulations of public accounting.