

PROFESSIONAL SERVICES CONTRACT

Contract #0000000000000000000053902

This Contract ("Contract"), entered into by and between the **Indiana Family and Social Services Administration, Office of Medicaid Policy and Planning** (the "State") and **Deloitte Transactions and Business Analytics 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 utilize its technological platform (hereinafter referred to as Medicaid Fraud and Abuse Detection Services, "FADS") to identify 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). A detailed list of duties is set forth in the Scope of Work in **Exhibit 1**, attached hereto and incorporated herein.

2. Consideration.

The Contractor will be paid at the rates described on **Exhibit 2**, which is attached hereto and incorporated herein, for performing the duties set forth above. Total remuneration under this Contract shall not exceed **\$ 15,575,533.92**.

3. Term.

This Contract shall be effective for a period of four (4) years. It shall commence on July 01, 2021 and shall remain in effect through June 30, 2025. At the agreement of the parties, the Contract may be extended, two times, for an additional year per renewal, for a total of up to six years. The pricing associated with optional extension years 5 and 6 are also presented in Exhibit 2.

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 of funds, provided by the State pursuant to this Contract, which complies with 2 C.F.R. 200.500 et seq. Such an audit shall be of the actual entity, or distinct portion thereof that is the Contractor, and not of a parent, member, or subsidiary corporation of the Contractor, except to the extent required by applicable law.

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, and 45 CFR Subtitle A.

- 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 Personal Identifiable Information ("PII" is defined as 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) 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 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 PHI or PII 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.
- 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) through (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 all 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 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.
- 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/PII. 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 the 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 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 the 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 sole 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. 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 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 within 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 52. 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 of 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 terminated, 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 affect 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 subclause (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 subclause (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, appl payment 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 IC §4-6-5-3 and IC §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 IC §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
0000035074	410.533.6247	Vespa Group	Investigative case support & pre- and post-audit reporting	07/01/21 to 06/30/25	6.80%

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 occurrence. 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) Reserved.
 - 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 Liability 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, and are specified as "Key Persons" below, 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 such license, certification or accreditation expires or is revoked, or any disciplinary action is taken against any such 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
0000027711	317.456.7853	Sahasra Technologies Corporation	Data analytic services and algorithm development.	7/1/2021 to 6/30/2025	15.20%
0000002628	260.434.0990	Briljent LLC	Development of quarterly educational training modules.	7/1/2021 to 6/30/2025	13.50%

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:

Allison Taylor, Medicaid Director
Indiana Family and Social Services Administration,
Office of Medicaid Policy and Planning
402 West Washington Street, Room W374
Indianapolis, IN 46204

B. Notices to the Contractor shall be sent to:

Kevin Lane, Principal
Deloitte Transactions and Business Analytics LLP
2200 Ross Avenue, Suite 1600
Dallas, TX 75201

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 #21-2355, (4) Contractor's response to RFP #21-2355, 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.
- E. If the Contractor is being paid in advance for the maintenance of equipment, software or a service as a subscription, then pursuant to IC § 4-13-2-20(b)(14), the Contractor agrees that if it fails to fully provide or perform under this Contract, upon receipt of written notice from the State, it shall promptly refund the consideration paid, pro-rated through the date of non-performance.

38. Penalties/Interest/Attorney's Fees.

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

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

39. Progress Reports.

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

40. Public Record.

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

41. Renewal Option.

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

42. Severability.

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

43. Substantial Performance.

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

44. Taxes.

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

45. Termination for Convenience.

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

46. Termination for Default.

- A. With the provision of thirty (30) days' notice to the Contractor, the State may terminate this Contract in whole or in part if the Contractor fails to:
 - 1) Correct or cure any breach of this Contract; the time to correct or cure the breach may be extended beyond thirty (30) days if the State determines progress is being made and the extension is agreed to by the parties;
 - 2) Deliver the supplies or perform the services within the time specified in this Contract or any extension;
 - 3) Make progress so as to endanger performance of this Contract; or
 - 4) Perform any of the other provisions of this Contract.
- B. If the State terminates this Contract 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 52, 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:

- 7. Audits.** *Modified.*
- 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.*
- 29. Key Person(s).** *Modified.*
- 30. Licensing Standards.** *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. Federal Clauses.** *Added.*
- 52. Limitation of Liability.** *Added.*
- 53. Infringements of Patents and Copyrights.** *Added.*

51. Federal Requirements

The Contractor must comply with the following Federal provisions:

A. Prevention and Fraud Abuse

In accordance with 42 U.S.C. 1396a(a)(68), Contractor shall establish and disseminate, to its employees (including management), subcontractors, and agents, written policies that provide detailed information about federal and state False Claims Acts, whistleblower protections, and Contractor policies and procedures for preventing and detecting fraud and abuse. The written policies described in this paragraph may be on paper or in electric form and must be adopted by the subcontractors and agents of the Contractor. If Contractor maintains an employee handbook, the Contractor shall provide the described information specifically in the employee handbook.

In any inspection, review, or audit of the Contractor by (or at the behest of) the State or federal government, the Contractor shall provide upon request copies of its written policies regarding fraud, waste, and abuse. Contractor shall submit to OMPP a corrective action plan within sixty days (60) if the Contractor is found not to be in compliance with any part of the requirements stated in this paragraph. If Contractor is required to submit a corrective action plan and does not do so within sixty (60) days, the state may withhold payment to the Contractor until a corrective action plan is received.

B. Assurance of Compliance with Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, the Americans with Disabilities Act of 1990 and Title IX of the Education Amendments of 1972

The Contractor agrees that it, and all of its subcontractors and providers, will comply with the following:

1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Contractor receives Federal financial assistance under this Contract.
2. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his/her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Contractor receives Federal financial assistance under this Contract.
3. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any

program or activity for which the Contractor receives Federal financial assistance under this Contract.

4. The Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Justice (28 C.F.R. 35.101 et seq.), to the end that in accordance with the Act and Regulation, no person in the United States with a disability shall, on the basis of the disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Contractor receives Federal financial assistance under this Contract.
5. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681, 1683, and 1685-1686), and all requirements imposed by or pursuant to regulation, to the end that, in accordance with the Amendments, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Contractor receives Federal financial assistance under this Contract.

The Contractor agrees that compliance with this assurance constitutes a condition of continued receipt of Federal financial assistance, and that it is binding upon the Contractor, its successors, transferees and assignees for the period during which such assistance is provided. The Contractor further recognizes that the United States shall have the right to seek judicial enforcement of this assurance.

C. Conveyance of Documents and Continuation of Existing Activity

Should the Contract for whatever reason, (i.e. completion of a contract with no renewal, or termination of service by either party), be discontinued and the activities as provided for in the Contract for services cease, the Contractor and any subcontractors employed by the terminating Contractor in the performance of the duties of the Contract shall promptly convey to the State of Indiana, copies of all vendor working papers, data collection forms, reports, charts, programs, cost records and all other material related to work performed on this Contract. The Contractor and the Office shall convene immediately upon notification of termination or non-renewal of the Contract to determine what work shall be suspended, what work shall be completed, and the time frame for completion and conveyance. The Office will then provide the Contractor with a written schedule of the completion and conveyance activities associated with termination. Documents/materials associated with suspended activities shall be conveyed by the Contractor to the State of Indiana upon five days' notice from the State of Indiana. Upon completion of those remaining activities noted on the written schedule, the Contractor shall also convey all documents and materials to the State of Indiana upon five days' notice from the State of Indiana.

D. Environmental Standards

If the contract amount set forth in this Contract is in excess of \$100,000, the Contractor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. § 7606), section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (2 C.F.R. Part 1532), which prohibit the use under non-exempt Federal contracts of facilities included on the EPA List of Violating Facilities. The Contractor shall report any violations of this paragraph to the State of Indiana and to the United States Environmental Protection Agency Assistant Administrator for Enforcement.

E. Lobbying Activities

Pursuant to 31 U.S.C. § 1352, and any regulations promulgated thereunder, the Contractor hereby assures and certifies that no federally appropriated funds have been paid, or will be paid, by or on behalf of the Contractor, 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 awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative contract, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative contract. If any funds other than federally 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 Contract, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.

F. Financial Disclosure

The Contractor agrees that it has disclosed, and shall as necessary in the future disclose to the State the name and address of each person with an ownership or controlling interest in the disclosing entity or in any subcontractor in which the disclosing entity has a direct or indirect ownership interest of 5 percent or more. If the Contractor is not subject to periodic survey under § 455.104(b)(2) it must disclose to the State, prior to enrolling, the name and address of each person with an ownership or controlling interest in the disclosing entity or in any subcontractor in which the disclosing entity has a direct or indirect ownership interest of 5 percent or more. Additionally, under § 455.104(a)(2), the Contractor must disclose whether any of the named persons is related to another as spouse, parent, child, or sibling. Moreover, pursuant to the requirements of § 455.104(a)(3), the Contractor shall disclose the name of any other disclosing entity in which a person with an ownership or controlling interest in the disclosing entity has an ownership or controlling interest.

52. 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.

53. 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.

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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.**

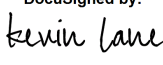
Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this 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.

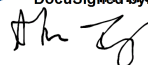
Deloitte Transactions and Business Analytics LLP

DocuSigned by:
By: 
C8652C4EB2954D0...

Title: Principal

Date: 6/2/2021 | 07:06 PDT

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

DocuSigned by:
By: 
3C2ABD79A80D498...

Title: Medicaid director

Date: 6/2/2021 | 14:25 EDT

Electronically Approved by: Indiana Office of Technology By: _____ (for) Tracy E. Barnes, Chief Information Officer	Electronically Approved by: Department of Administration By: _____ (for) Lesley A. Crane, 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

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1. Definitions

CMS means the Centers for Medicare and Medicaid Services, a federal agency within the Department of Health and Human Services.

Change Request means a request, submitted by the Contractor to FSSA, to perform services or provide goods other than those contemplated by the contract. The funding for a Change Request shall come from, and be strictly limited to, the Change Pool identified Exhibit 2. The Contractor shall not access the Change Pool funds to pay for a Change Request without the approval of the State.

The definition of a Change Request does not apply to any changes Contractor already is obligated to provide under the Contract, including without limitation changes to correct deficiencies and changes to the System as part of the Maintenance and Operations Services to include keeping the system up to date and ensure latest versions offered by the Contractor. Change Requests may be used, among other things, for:

- System changes; special projects, training or other services required by the State, and
- Additional algorithm development, provider relation services and required subject matter expertise that are not included in the Annual Business Plan.

Contract means this contract, between the State and Contractor.

Contractor means the Deloitte Transactions and Business Analytics, and any and all subcontractors to that contractor, collectively.

FSSA is defined as the Indiana Family and Social Services Administration, including its subdivisions, including but not limited to the Quality and Compliance Office and the Office of Medicaid Policy and Planning.

HIPAA means the Health Insurance Portability and Accountability Act of 1996, the Health Information Technology for Economic Clinical Health Act ("HITECH"), and the associated privacy and security rules located in 45 CFR §160 and §164.

Identified Overpayment means the final overpayment amount identified after an initial review of a provider's specific claims for a particular audit.

Managed Care Regulations mean the Code of Federal Regulations which set forth the state Medicaid program obligations as they relate to the Fraud and Abuse Detection System (FADS) and Program Integrity specifically for the portion of the State's program covered by Managed Care. This includes, but is not limited to, 42 C.F.R. Part 438 and any applicable changes enacted through the final Medicaid Managed Care rule CMS-2390-P, 81 FR 27497.

MCE means Managed Care Entity, the entities contracted with the State to provide managed care to program participants.

MFCU means the Medicaid Fraud Control Unit of the Indiana Attorney General's Office.

Program Integrity Regulations mean the sections of the Code of Federal Regulations which set forth the state Medicaid program obligations as they relate to FADS and Program Integrity generally, including but not limited to 42 C.F.R. Part 455, 42 C.F.R. Part 456 and 42 C.F.R. Part 438.600.

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State refers to the State of Indiana and its agencies.

2. Description of the State's Program Integrity Responsibilities

The State plays an integrated role in the delivery of FADS services.

2.1 Review and Approve Audits

When potential fraud, waste or abuse is identified by the Contractor, the Contractor submits these cases to the State. The State receives the list of potential providers for audits and provides approval to the Contractor to conduct such audits, where applicable.

2.2 Referrals to Authorities

The State serves as the conduit to refer cases of fraud, waste or abuse to the appropriate law enforcement or regulatory authority in accordance with State and federal requirements.

2.3 State Roles and Resources

In terms of the scale of the State's involvement, the State expects to furnish the following full-time employees dedicated to the following roles:

- a) Program Integrity (PI) Director** Oversees the entire Program Integrity section, and ensures that the section is meeting their goals, and the goals of OMPP and FSSA. Serves as the primary contact with external business partners, federal agencies, and other partners. Provides assistance to OGC in obtaining necessary information for use in administrative hearings before the Administrative Law Judge (ALJ), and providing testimony at times, either verbally or written, to support State actions during administrative hearings. Works with OMPP leadership to ensure that PI's actions are in line with the goals of OMPP. Ensures all work done by the section is done in accordance with State and Federal laws.
- b) Investigations**
 - i. Investigations Manager:** Oversees the work done by the Program Integrity Analysts and Managed Care Coordinator and manages day-to-day activities. Is responsible for ensuring the Investigations team meets their goals. Works in tandem with the Audit Manager and PI Director to align actions of the two teams with the goals of the Section as well as OMPP and FSSA as a whole.
 - ii. Investigation Team Lead:** Responsible for managing the workflow of the Investigations Team. Responsibilities include liaising between PI and other departments of the Office of Medicaid Policy and Planning and external data vendors (including the State's CoreMMIS vendor) to ensure compliance with various State and federal laws and regulations. This position also serves as the subject matter expert (SME) on matters of Fraud, Waste, and Abuse as well as the various data tools used by PI. Is the primary contact between PI and the Medicaid Fraud Control Unit (MFCU).
 - iii. Program Integrity Analysts:** Responsibilities include analyzing information from the Medicaid Fraud Control Unit, Drug Enforcement

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Agency, Office of Inspector General, CMS, U.S. Department of Justice, Adult Protective Services, IN State Department of Health, FBI, or other Law Enforcement Agencies. The PI Analysts also conduct research and preliminary investigations of alleged fraud, waste, abuse and neglect by providers in the Medicaid program and assist in the elimination, reduction, or avoidance of inappropriately paid state and federal funds.

- iv. **Managed Care Coordinator:** Responsibilities include providing oversight and coordination of fraud, waste & abuse referrals between FSSA and MCE Special Investigation Units (SIU's)

c) Audit

- i. **Audit Manager:** The purpose of this position is to oversee and manage the coordination of program integrity activities across the Medicaid enterprise and for overseeing Program Integrity (PI) staff and contractors who are responsible for auditing fee-for-service and Managed Care Entity (MCE) Medicaid providers. Additionally, to coordinate all external audits of Medicaid and Program Integrity-related activities, including, but not limited to, reviews by the U.S. Department of Health and Human Services' Office of the Inspector General (OIG), Centers for Medicare & Medicaid Services (CMS), and the State Board of Accounts.
- ii. **Audit Compliance Coordinator:** Responsibilities include serving as a subject matter expert on Medicaid policies related to fraud, waste and abuse, acting as a liaison between Program Integrity and OMPP, Office of General Counsel, and performing audit findings compilation, reconsideration, and validation of provider self-disclosures. This position also reviews ongoing audits, algorithms, and other FADS activity for compliance with State and Federal laws, rules, and regulations.
- iii. **Audit Coordinator:** Responsibilities include serving as the primary liaison between PI and Office of General Counsel (OGC), assisting in tracking PI audits through the administrative appeal process, aiding OGC in obtaining necessary audit information for use in administrative hearings before the Administrative Law Judge (ALJ), and providing testimony at times, either verbally or written, to support State audit findings during administrative hearings. Serves as SME for the FADS Audit process and liaises with FADS vendors for resolution of issues brought up during audits.
- iv. **Audit Analyst:** Handles all provider self-disclosures received by the State. Works with other members of the audit team to review audit findings and reconsiderations.

3. Contractor Systems and Technology

The Contractor shall furnish and host a suite of technology tools and capabilities used by the Contractor, State and State designees.

The Contractor's technology solutions must incorporate data mining and analytics techniques to automatically detect potential fraud, waste, and abuse. Aside from data analytics, the Contractor

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shall also provide technology solutions to conduct pre and post payment audits and overpayment recovery, as well as all associated accounting. Following detection, these solutions shall be primarily used to track and support multi-tiered investigations into suspected fraud, waste, and abuse. When referring cases of suspected fraud and abuse to the State for further disposition, the Contractor must provide referrals in a standardized format subject to approval by the State.

The Contractor must make the technology available to the State and its designees through applicable software licenses and permit the State and its designees to attend appropriate training and support forums as requested by, and subject to the approval of, the State.

A description of the mandatory components and capabilities of Contractor's technology offering is below.

3.1 Provider Peer Comparison Tool

The Contractor must provide a provider peer comparison tool for use by the Contractor, State, and State's designees. The Contractor shall provide the State up to twenty-five (25)¹ unique users. This tool helps identify potential provider fraud, waste, and abuse through the analysis of up-to-date Medicaid data obtained from the EDW. The tool shall be user-friendly and capable of real-time data exchange. The tool shall be fast and easy to use.

The tool shall also have the following functionalities and attributes:

- a) The tool shall use terms and terminology which match those used by the State in the Enterprise Data Warehouse (EDW)
- b) The ability to sort provider types by utilization rate, reimbursement received, procedure code billed, etc.
- c) The ability to reconcile provider credentialing data, including site-assessment data, with claims data
- d) Random or statistical sampling features
- e) Geographic analysis
- f) Member-based analysis
- g) Absence-of analysis (e.g. the ability to identify ambulance services without associated medical services for the same member)
- h) The ability for all users to "drill down" into the Medicaid program data to view information on a claim or encounter basis
- i) The ability to automatically identify providers enrolled with the IHCP that have been disenrolled from other states' Medicaid programs, in particular bordering states, and/or from Medicare
- j) The ability to detect providers which are believed to be previously penalized or disenrolled providers who have re-enrolled under a new name and/or ownership

¹ Up to five of these licenses may be allocated to MFCU, at the State's discretion. Any cost for these MFCU licenses shall be separately invoiced with MFCU.

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structure. (e.g. a disenrolled provider who re-enrolled under a new name and under the ownership of a spouse or family member of the original provider's owner.)

- k) The ability to compare a provider against a fraud profile and/or known fraud scheme for the same type of provider
- l) The ability to detect providers who have worked with providers known or suspected of fraud, and/or other capabilities to detect multiparty fraud schemes
- m) The ability to detect possible over-prescribing
- n) Artificial intelligence, machine learning and/or predictive analytics features which automatically identify fraud schemes, including new and emerging ones, with low false positives
- o) Integration with the Contractor's workflow and case management systems to support collaboration
- p) Any other basis of analyzing or detecting provider-based fraud, abuse or waste such as ad-hoc reporting or queries

3.2 Case Management System

The Contractor must provide a case management tool in which State, State designee, and Contractor users track and resolve investigations, overpayment recovery, and manage other associated FADS activity. The Contractor shall provide the State up to fifteen (15) unique users for FSSA staff and an additional ten (10) users for State-designated external parties. The Contractor must provide full access to the case management tool to the Contractor team and to the State, including FSSA staff and designees outside of OMPP upon State request.

The tool shall also have the following functionalities and attributes:

- a) Allow collaboration (e.g. allowing multiple users to open, edit or close the same case) among users
- b) Role-based access including:
 - i. Full Access: (the ability to open, edit, and closes cases)
 - ii. Partial Access (the ability to view cases)
- c) An audit log or change history maintaining all case activity including the user who performed/entered the activity, the change(s) made, and a time/date stamp
- d) Allow authorized State users the ability to create logins for other users and manage role- based security
- e) Dashboard features providing visibility into case activities and their statuses
- f) The ability to query or search open and closed cases by relevant attributes (e.g. provider type, type of fraud suspected, name of provider), generate ad-hoc reports, and run queries

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3.3 Reporting

The Contractor's system shall include robust report generation capabilities. All reports should be in a format that is agreed upon by both the Contractor and the State. The Contractor shall provide periodic performance reports to FSSA regarding duties under the Contract, including but not limited to the following:

- a. **Monthly Status Report.** The Contractor shall submit to FSSA an updated status report. This report contains the current status regarding the Contractor's FADS operations and outstanding issues and action items. This report should highlight any notable trends for both the month and Contract lifetime.
- b. **Annual Report.** These reports provide, for the areas described in Section 4, the annual workplan proposal for the coming year and performance reviews from the past year. The annual reports are submitted with the fourth quarter reports.
- c. **Quarterly QA Report.** The Contractor shall submit to FSSA quarterly reports that describe internal quality assurance (QA) activities conducted for the reporting period. Alternatively, the Contractor may retain an independent firm to conduct QA activities at no additional cost to the State. FSSA reserves the right to audit, monitor, or demand improvements to those QA processes.
- d. **MCE Provider Reports.** Each month, the Contractor shall submit to FSSA reports that include MCE providers who have been identified by encounter claims during analytics review of claims data as a potentially suspect provider. In conjunction with FSSA, the Contractor will share this report with all MCEs to support timely information sharing.
- e. **FWA Activity Report.** Each month, the Contractor shall submit to FSSA reports related to suspected provider fraud waste and abuse, including information on the status of algorithms and audits.
- f. **Overpayment Report.** Each month, the Contractor shall submit to FSSA a report on overpayment recovery efforts, including identified amount, a log or account of attempts to recoup, the actual recovered amount, and outstanding overpayment amount across all providers.
- g. **Contract Compliance Report.** This monthly report relates to Contractor's adherence to Contract service levels contemplated in **Exhibit 3**, which is attached hereto and incorporated herein, including the call center operations information. Such report will clearly number the proof of performance for each Performance Metric with the numbering and labeling found in Exhibit 3.
- h. **IHCP Provider Compliance Report.** Each month, the Contractor shall submit to FSSA a report on overall provider compliance with IHCP guidelines (*i.e.* reports measuring the accuracy and compliance of provider billing)

In addition to the above required reports, the Contractor shall prepare, at no additional cost to the State, up to five (5) additional reports per calendar quarter for the State, known as the "Customizable Reports." The Customizable Reports may be a one-time report or a new, ongoing report, as requested by the State. In the event that a Customizable Report is an ongoing report, it shall only count towards the five (5) per quarter total during the quarter of

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its preparation, and thereafter will be considered a required report and shall be run at the specified periodicity at no additional charge to the State.

The Contractor shall also offer a self-service (*i.e.* State used) report building feature or tool for ad-hoc report generation, and this report builder shall be included in the price offered to the State in this solicitation.

3.4 Maintenance and Operations of Systems

For all systems furnished by the Contractor, the Contractor shall be responsible for all maintenance upgrades, ensure the latest version, updates and other support for all proposed software, at no additional cost to the State. The Contractor shall be required to ensure that all its systems are available, on-line and operational in accordance with the service levels contemplated by this contract in Exhibit 3.

3.5 System Training and Support

The Contractor shall be responsible for training of Contractor, State and State designee users for use of all proposed systems, including but not limited in-person training, on-demand web training, and user manuals. The State and Contractor shall agree on the method of training (*i.e.* in-person, remote instructor-led, or computer-based), its scheduling, and other logistics. The Contractor shall provide training to both OMPP and MFCU users. This will include any training requested by the State during the transition activities contemplated by Section 5, as well as ongoing and as-needed training requested by the State when a new user is provisioned.

The Contractor shall be responsible for creating training curriculum materials (including manuals, techniques, and training aids) and ensuring that all training curriculum materials are up to date.

The Contractor shall also furnish ongoing support for users of their systems, which support shall include a toll-free support telephone line (open during business hours) and a support e-mail address. The Contractor will provide ongoing training as new users are onboarded. Refresher training or additional training as the solution changes shall also be provided by the Contractor.

Specifically, but not at the exclusion of other training offerings, after any transition activities contemplated by Section 7 below, during the first year of the Contract contractor shall provide MFCU a Provider Peer Comparison Tool trainer for up to 10 hours/week not to exceed 40 hours in a three-month period. This resource will provide the contemplated training and support specifically for MFCU and shall be used at MCFU's discretion.

4. Contractor Services

The Contractor shall perform several key roles and services in support of the State's efforts to detect, investigate, measure and deter fraud, waste and abuse in the Medicaid program. Given the essential nature of the duties and responsibilities noted below, if any of these services are performed by a subcontractor to the Contractor, the State shall have direct access to that subcontractor and will not be required to go through or first consult the Contractor when communicating with the subcontractor.

4.1 Fraud and Abuse Detection

The Contractor will utilize its technology platform (described in Section 3) to develop leads for investigation into the occurrence of fraud, waste or abuse in the State's Medicaid

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program (both in the Fee-For-Service and Managed Care Programs). These leads shall be referred to the Program Integrity Investigations Team following data review which takes place during algorithm development, and they shall be further discussed with the State during the FADS Project discussion meetings. In the performance of this duty:

- a) The Contractor shall possess subject matter expertise in Medicaid fraud, waste, and abuse, which will be leveraged to develop new algorithms to detect fraud, waste, and abuse in the FFS and MCE programs through an analysis of information obtained from the EDW and CoreMMIS.
- b) The Contractor shall develop leads through quality-of-care reviews and patient harm issues identified, which shall then be referred to IPLA, the State Board of Health, or the MFCU for investigation. Quality of care reviews must involve Contractor's clinical staff, as identified in Section 6.1 below.
- c) The Contractor's proposed FADS program will also identify fraud, waste, and abuse leads through:
 - i. Undeclared business relationships between providers
 - ii. The operation of the Call Center contemplated by Section 4.7
 - iii. Any other relevant information and data points
- d) The Contractor shall review leads prior to their delivery to the State to ensure the quality, accuracy and applicability of these leads.
- e) The Contractor shall prepare, for State review and approval, a standardized form for the referral of suspected fraud, waste and abuse leads to the State.
- f) Following referral, the Contractor will provide assistance and support to FSSA through field investigations as well as by working with MFCU, HHS OIG, and Assistant US Attorneys as necessary. The Contractor will also assist in defending the findings at an administrative hearing or in court, if deemed necessary by State.
- g) In the performance of these duties, the Contractor shall ensure providers and MCEs are afforded the rights and due processes required by law and State policy as agreed upon in the Compliance Plan as referenced in Section 6.2.2.2.

4.2 Audits and Investigations

The State may direct Contractor to perform audits or investigations pursuant to leads identified by algorithm data review and other means. Specifically, the Contractor shall conduct prepayment and post payment audits and field investigations (including risk assessments and medical review) of suspected incidences of fraud, waste, and abuse after State approval of the commencement of such activities.

The Contractor shall develop workflows for, and perform, the auditing of payments:

- i. Made to providers in the FFS program
- ii. Made to providers in the MCE program

In support of these workflows, the Contractor shall compile all relevant work papers and generate reports as desired by the State

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Following any audit or field investigation, the Contractor shall execute the disposition of cases (*i.e.* the execution of the results of an audit or investigation, including but not limited to the collection and accounting of overpayment recovery).

4.3 Overpayment Recovery

The Contractor shall conduct overpayment recovery, identifying providers as receiving overpayments. Overpayments are defined as the amount determined in the Final Calculation of Overpayments (FCO) document. In the performance of this duty:

- a) Following identification, the Contractor will afford providers notice, a means to dispute overpayments, a forum to resolve disputes, and a platform to track disputes, dispute resolution, and overpayment receipt.
- b) The Contractor's overpayment recovery solution will interface with the State's Accounts Receivable operations.
- c) The Contractor shall coordinate with the State's CoreMMIS vendor to determine a solution for retroactively correcting associated claims information.
- d) The Contractor's overpayment recovery solution will refer bankrupt, dissolved, or otherwise missing or nonresponsive providers to the appropriate party (*e.g.*, FSSA Financial Controller, Attorney General) for further resolution and recovery.
- e) The Contractor's overpayment recovery process will utilize a provider-customer service platform that includes information regarding the telephonic and internet availability of providers and is also capable of tracking provider communications.
- f) The Contractor shall assist the State by developing (or assisting the State in its development, if directed accordingly) any reporting the State may be required to submit to CMS, as directed by the State.
- g) The Contractor shall abide by all relevant State and federal policies that apply to overpayment recovery as agreed upon in the Compliance Plan as referenced in Section 6.2.2.2.

4.4 Pre-payment Review

The Contractor shall perform pre-payment reviews of providers in accordance with the following:

- a) When providers are identified for pre-payment review by CoreMMIS system edits and audits, the Contractor shall provide a list of those providers to the State's Program Integrity Director.
- b) The Program Integrity Director has the right to request that providers be removed or added to the list of those subject to pre-payment review in the following month.
- c) The Contractor shall provide monthly reports to the Program Integrity Director on the providers currently on pre-payment review including the provider type, the length of time this provider has already been subject to pre-payment review, and the compliance rate for the provider's pre-payment review for the prior month.

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- d) The Contractor shall utilize a commercially available Coding and Reimbursement software for its pre-payment review.
- e) The pre-payment review shall inform Contractor's Provider Education efforts (described in Section 4.5) through routine communication between the two staffs.

4.5 Provider Education

The Contractor will educate providers regarding fraud, abuse, and waste in accordance with the following:

- a) The provider education program should include efforts tailored to providers with billing issues, and in particular to providers with historical overpayments.
- b) The provider education program shall include education for pre-payment and post-payment review providers on their identified issues.
- c) The provider education program shall track participation of providers.
- d) The provider education program shall measure the impact of the program in terms of corrected/ameliorated provider conduct.

4.6 MCE Plan Oversight

The Contractor shall develop and implement a monitoring tool to ensure the MCE plans are adhering to their program integrity obligations found in their contracts with the State and in the Managed Care Regulations and Program Integrity Regulations. The Contractor's performance of these MCE Plan Oversight duties shall include:

- a) The development of a review/monitoring tool which is universal across all plans and informed by the contractual and legal requirements of the plans, which tool shall be reviewed and approved by the State prior to its use
- b) The quarterly review of MCE plan compliance for all contracted plans utilizing the review/monitoring tool approved by the State
- c) The development of a means by which the Contractor and State has improved and ongoing visibility into the Program Integrity operations of the MCE plans (including any ongoing fraud referrals, payment suspensions, overpayments and provider adverse actions)

4.7 Call Center

- a) The Contractor shall provide a call center for the reporting of suspected fraud, waste, and abuse. With the exception of the holidays listed below, the staff must be available to provide sufficient "live voice" access to callers during (at a minimum) forty (40) hours a week, Monday through Friday 8:00 AM to 5:00 PM (including a 1-hour lunch break per day), Eastern Time zone. Callers should not go to voicemail during these times.
- b) The call center may be closed on the following holidays:

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- New Year's Day;
- Martin Luther King, Jr. Day;
- Memorial Day;
- Independence Day (July 4th, or in the event July 4th falls on a weekend, the date of its observance);
- Labor Day;
- Thanksgiving; and
- Christmas.

Voice mail or an answering service must be available on weekdays outside of the hours defined above (weekends, holidays, etc.). All after-hours calls must be returned the next business day. The "voicemail box" or equivalent for message leaving purposes shall never be full or otherwise unable to accept additional messages.

The person/people answering live calls shall be trained and capable to take all relevant information necessary to develop leads for further review by the Contractor.

4.8 Calculating Return on Investment

As required by CMS, the Contractor must calculate Return on Investment (ROI) for the State's Contract with the Contractor. This calculation will be performed in accordance with the State's instructions, subject to the State's review and approval, and at a time and periodicity required by the State.

5. Contractor Staff

5.1 Vital Positions

The Contractor shall maintain several positions vital to the success of this Contract. These positions shall include:

- i. **Project Manager** – The Contractor must employ a Project Manager who is dedicated full-time to the contract and who has at least two (2) years of experience managing similar projects of comparable size and complexity. This individual shall be responsible for overseeing all aspects of transition, implementation, operations, and maintenance of the FADS. This individual will manage the implementation of the solution and stay on throughout the contract period to manage activities during post-implementation. The Project Manager shall be the primary liaison with the State (or its designees) to facilitate communications between FSSA, the State's contractors and the Contractor's executive leadership and staff. This individual must maintain a current knowledge of Federal and State legislation, legislative initiatives, and regulations that may impact the FADS program. The Project Manager, in close coordination with other key staff, shall ensure all Contractor functions are in compliance with the terms of the contract. The State shall retain authority to approve or decline the hiring of the Project Manager and their removal.

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- ii. **Team Leads** – The Contractor must employ one (1) Team Lead for each of the following: Audit Case Disposition, Prepayment Review, and Algorithm Development.
- iii. **Clinical Staff** – The Contractor must employ Indiana licensed clinical staff (at least RN level degree equivalent or higher) of various expertise available to provide medical necessity reviews and other expertise as needed. A minimum of one (1) clinical staff for audits and investigations and one (1) clinical staff for pre-payment review.

The Contractor shall provide written notification to State's Program Integrity Director of anticipated vacancies of any Vital Position within five (5) business days of the Contractor's receiving that person intends to resign or Contractor's decision to terminate that person, or five (5) business days before the vacancy occurs, whichever occurs first.

At that time, the Contractor must present the Program Integrity Director with an interim plan to cover the responsibilities created by the Vital Position vacancy. Likewise, the Contractor must notify the State's Program Integrity Director within five (5) business days after a candidate's acceptance to fill any Vital Position. The State has the authority to approve or decline the candidate for any Vital Position prior to their start.

Vital Positions must attend meetings and other conferences in-person, at the State's offices, at the State's request. Staff filling Vital Positions must be accessible to FSSA and its other program subcontractors via phone and electronic mail systems.

Vital Positions shall not remain vacant for longer than one (1) month. In the event a Vital Position is vacant more than one (1) month, the amount the State owes the Contractor shall be reduced by the cost of that Vital Position (as evidenced on the cost schedule of contract) for the period during which that position remains unfilled. Contractor's invoice(s) for the subject month(s) shall delimitate this reduction.

5.2 Additional Staff

- i. **Additional Clinical Roles** – Physicians, Dentists or other Practitioners shall be available for utilization by Indiana if and when such expertise is necessary.
- ii. **Medical Coders** – The Contractor must employ certified medical coders to extract patient data, code patient information, and enter data into software to update patient medical history.
- iii. **Fraud Examiners** – The Contractor must employ at least one certified fraud examiner to analyze and detect potential fraudulent transactions and complete investigation reports, among other responsibilities.
- iv. **Registered Health Information Administrators (RHIA)/Registered Health Information Technicians (RHIT)** – The Contractor must employ a Registered Health Information Administrators (RHIA) or Registered Health Information Technicians (RHIT) to manage patient health information and medical records, administer computer information systems, and collect and analyze patient data, among other responsibilities.

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6. Contractor Administrative Duties

6.1 Offices

The Contractor shall have a dedicated office within Marion County. At minimum, the Contractor is expected to supply its own computers and software for its employees, including any employees located in State offices.

The Contractor's office location must include workspace, parking spaces, standard amenities, and a conference room for use by Contractor staff and any State or State designee staff that may need to be present at the Contractor's location.

6.2 Project Management and Documentation

6.2.1 Project Management Plan

The Contractor shall develop a detailed project management plan for State approval fifteen (15) days after the execution of the Contract. This plan shall address how the Contractor shall provide timely and quality services, quality and reliable technology, qualified staffing, project management tools, and ongoing collaboration between the Contractor, any subcontractors, State, State designees, and any other identified stakeholders. The Contractor shall maintain the finalized management plan and make it available to Contractor staff, State staff and State designees.

6.2.2 Other Plans and Documentation

6.2.2.1 User Manuals and Standard Operating Procedures

The Contractor must publish and update on a regular cycle (no less than semiannually) the User and Operating Procedures Manuals online and provide paper copies at no additional cost to FSSA when requested. These manuals shall be developed in collaboration with FSSA staff to ensure the most up to date material is included. FSSA reserves the right to review any amendments or changes to the User and Operating Procedures Manuals before implementation. Initial materials must be submitted to FSSA no later than 45 days prior to the commencement of services under this Contract.

Any FADS User and Operating Procedures Manuals and products produced under this contract are the sole property of the State and shall be transferred to the State electronically. Contractor use of any FSSA logo, Agency or Division name must adhere to the agency's FSSA Branding and Writing Style Guides.

6.2.2.2 Compliance Plan

The Contractor shall develop and maintain a plan to ensure compliance with all State and federal laws, policies, procedures, and regulations, including those explicitly mentioned in this Scope of Work as well as others not explicitly mentioned. This plan is due to the State sixty (60) days prior to the commencement of services under this contract.

- i. The compliance plan must accommodate FSSA's right to:

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- a. Review and approve the Contractor's compliance plan prior to the commencement of any services and as often as it may require throughout the duration of the Contract
 - b. Review the compliance plan for a reasonable period after the termination of the Contract.
- ii. The compliance plan must include Contractor's responsibility to monitor for, and adjust to, changes in applicable State and federal laws, policies, procedures, and regulations, including those explicitly mentioned in this Contract as well as others not explicitly mentioned.

6.2.2.3 Change Control Plan

Sixty (60) days prior to the commencement of any services under the Contract, the Contractor shall develop a detailed change control plan that details the process by which Change Requests are identified, prepared, validated, monitored, approved and reviewed, subject to FSSA approval. The change control plan shall detail the various steps, roles, responsibilities, and decision points of a change request process, including the relevant staff contacts.

The Contractor, in conjunction with the State, shall determine a standard process for accessing the Change Pool. The Contractor shall also maintain a history of all change requests, including the estimated and actual cost and duration for every change request as well as cumulative cost and schedule impacts for all changes for all periods FSSA specifies. Following the implementation of a change, the Contractor shall continue to monitor the initial issue and report on the solution quality and effectiveness.

6.2.2.4 Training Plan

Contractor shall develop a training plan for State approval forty-five (45) days prior to the commencement of any services under this Contract. This plan shall cover both initial and ongoing training in accordance with Section 3.5.

6.2.2.5 Issue Resolution Plan

Contractor shall develop an issue resolution plan for State approval fifteen (15) days after the execution of the Contract. This plan will provide a standard process that will be used to identify, track, and resolve issues which may arise between Contractor and State in the performance of duties under the Contract. The plan will also include a section on risk management covering how risks will be mitigated to avoid issues from occurring. Such plan shall include:

- i. Any trouble-shooting tools and techniques that will diagnose issues with networks, services, equipment, software, and data.
- ii. The approach and metrics to measure the success of its issue resolution efforts.
- iii. FSSA's right to approve all issue resolution plans and procedures prior to implementation.

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6.3 Meeting Requirements

Vital Positions (as defined in Section 5.1) are required to actively participate in several regularly scheduled meetings each month, which are listed in this section of the Scope of Work. These meetings are necessary to coordinate with FSSA staff and any relevant stakeholders to ensure the smooth operation of the program. In addition, participation in ad hoc meetings with other FSSA contractors (e.g., MCEs), State offices (e.g., Office of the Attorney General), or other entities as determined by FSSA may also be required. Most meetings are held at the Indiana Government Center, South Building (IGCS).

Meeting agenda and materials shall be sent to FSSA at a minimum of one (1) day prior to the date of the meeting.

6.3.1 Status Meetings

The Contractor is expected to meet with State staff and designees a minimum of every two weeks, or as requested, to present status updates, discuss change requests, resolve challenges, and discuss progress on work plans and project plans. The Contractor shall develop the agenda, and provide the agenda and status report to the Program Integrity Director one (1) business day prior to the meeting. The Contractor shall record and prepare meeting minutes, and provide minutes to the State within two weeks after the meeting. The agenda and minutes are subject to State review and approval.

6.4 End of Contract Duties

At the end of this Contract, Contractor must provide all reasonable support required to transition to a new vendor who will provide similar services to the State as appropriate. This will include:

- a) Access to State data
- b) Attendance at transition meetings
- c) The timely and accurate transmission of all information related to open audits, investigations and other activities contemplated by this Contract
- d) Compliance with any other reasonable State request

6.5 Security and Risk Mitigation

6.5.1 Risk Management and Mitigation Plan

Fifteen (15) days after the execution of the Contract, the Contractor must provide a Risk Management and Mitigation plan which includes a process for documenting and reporting risks and risk status to the State. More specifically, the Contractor's plan must incorporate potential risk identification, recommendations for risk mitigation, management and tracking of mitigation steps, and any proposed tool(s) to track, manage, report risks, and identify points when risks could worsen if not mitigated. The Contractor should additionally include any tool(s) that would be used to facilitate its Risk Management Plan. The benefits of the recommended risk management and mitigation process to FSSA should be stated. FSSA reserves the right to retain access to all the Contractor's risk management tools and reports. The Contractor will

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grant FSSA the right to approve the Contractor's Risk Management Plan, process, and tools.

6.5.2 Ensuring Data Security

The Contractor is required to maintain an information systems and data security policy and conform to the State's information systems security policy. This policy must also meet the State's Information Security Framework. The Contractor must submit a plan for ensuring the security and protection of the State's data, which is not limited to member Protected Health Information (as that term is defined in HIPAA.) Contractor shall submit a copy of this policy to the State forty-five (45) days prior to the commencement of services under this Contract.

The plan must provide the steps taken by the Contractor to ensure that PHI is not used, disclosed, or maintained in a manner not in accordance with the law or best practices. The Contractor will be required to maintain a policy (mentioned in the plan) for the secure destruction of information. In the plan, the Contractor will state the security and privacy features of the proposed technology. The Contractor shall also provide the types and frequency of security audits that the State can expect Contractor to perform during the contact. Those results shall be shared with the State. The Contractor's solution shall describe the State's Active Directory repository to authenticate users, where applicable. The Contractor must also expound the architecture utilized to authorize users within the system in the plan.

6.5.3 ITBCP

Forty-five (45) days prior to the commencement of services under this Contract, the Contractor shall submit a comprehensive, fully tested IT business continuity/disaster recovery plan (ITBCP). The ITBCP will, at a minimum, meet the requirements of NIST SP800-34.

In the ITBCP, the State and Contractor will mutually agree on reasonable Recovery Point Objectives and Recovery Time Objectives reflective of the State's business requirements and the critical nature of the Contractor's systems and services in support of the associated State business operations.

In the event of a natural disaster, Contractor must be operational within two (2) business days after the event. Contractor will submit most recent disaster recovery test results to the State within 12 months of the execution of the Contract. Thereafter, Contractor will conduct disaster recovery tests regularly (at least annually) and provide results of these tests to the State. The Contractor shall maintain a list to contacts at the State and keep those lists updated at any time.

7. Transition from Current Solution

The transition from the old to Contractor's system (including the transition from the historical incumbent vendor to the Contractor) shall be governed by this section.

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7.1 System Transition Services

7.1.1 System DDI

The Contractor shall be responsible for any design, development, configuration, implementation or integration with the other State systems (including the State's CoreMMIS and EDW) which may be required. This includes, but is not limited to, any requirements gathering, coding or configuration, testing (validation, user acceptance, *etc.*) and any other work required. Such activities shall be completed in advance of the commencement of services under this contract.

7.1.2 Project Plan and System Design

Within fifteen (15) days after the execution of this Contract, the Contractor shall submit a proposed work plan that explains the design, testing, and implementation of its solution and the transition from the current solution. The workplan shall include a:

- i. Description of all tasks, deliverables, schedules, task dependencies and identification of resource requirements necessary to commence the services and technology required by this contract;
- ii. Proposed start and completion dates for each deliverable;
- iii. Detailed description of all tasks requiring State resources, summary of the proposed use of State resources, and statement of assumptions regarding anticipated involvement of these resources. Further, the Contractor will be obligated to identify its task dependencies on State resources or tasks, and the Contractor will retain the final responsibility for performance of its obligations including the quality of the deliverables. To the extent that State review or approval is required of a document, plan or deliverable, the State shall have 10 business days to review first drafts and 5 business days to review any revised drafts;
- iv. An architectural explanation of how each component works together to provide the proposed solution; and
- v. Detailed description of how the Contractor's existing system will receive existing and future State data.
- vi. Language permitting the State and State designee access to the Contractor's system for as many users as the State deems necessary, including license access if applicable.

7.1.3 Requirements Gathering and Validation

Within fifteen (15) days after the execution of this Contract, the Contractor shall submit a plan for the gathering and validation of requirements from the State to be used in the design, testing and implementation of the Contractor's proposed solution (the "Requirements Plan"), as applicable given the Contractor's solution. The purpose of the Requirements Plan is to identify requirements and validate requirements with stakeholders. The Requirements Plan must include an approach to reaching an agreed upon system design and Acceptance Criteria with FSSA that will address all FSSA's requirements and ensure thoughtful and informed decisions by the State.

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Establishing the approach for addressing any new requirements identified between the release of the Requirements Plan and implementation date of the Contractor's systems is the responsibility of the Contractor. The Contractor shall include all deliverables and major milestones to be achieved during DDI in the Requirements Plan.

7.1.4 Testing Plan

Within forty-five (45) days after the execution of this Contract, the Contractor shall submit a plan for the testing of all developed and proposed solutions, including but not limited to their functionalities, data feeds, integration with State systems, ability to query third party systems, and any other relevant feature. The Contractor's approach to development and testing, including any quality assurance processes and the ability to trace the origin of all requirements should be detailed as well. The method of test plan development shall comprise of:

- i. Test cases and test data. The Contractor shall include proposed tools and procedures for tracking, managing, reporting, and resolving system bugs discovered during testing.
- ii. Roles and Responsibilities for test processes and procedures.
- iii. The Contractor's approach for updating documentation based on test results and documenting and delivering testing deliverables to FSSA.
- iv. Procedures for notifying FSSA of any failures to meet requirements and other problems discovered in testing, testing progress, and adherence to the test schedule.
- v. An approach for re-testing failed test cases after system modification and a description of regression test procedures.

7.1.5 Training Plan

Within forty-five (45) days after the execution of this Contract, the Contractor must provide a detailed training plan and training calendar that explains how the Contractor will deliver hands-on and in-person training at least thirty (30) days prior to the commencement of services under the Contract. This initial, in-person training may be delivered through a videoconference platform (e.g. Zoom). The Contractor shall provide an overview of the curriculum and audience for the respective curriculum, including training delivered to Contractor team members and State users of the Contractor systems. All users must be trained prior to gaining access to the systems contemplated by Section 3. Training shall be hands-on and State staff and designees shall be cross trained to ensure that all staff are able to use the system.

The Contractor shall be responsible for ensuring that all training curriculum materials (including manuals, techniques, and training aids) are up to date. The Contractor must provide initial and ongoing end-user training (as contemplated by Section 3.5).

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EXHIBIT 2

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 that 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 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	\$15,575,533.92
Estimated 4-Year OMPP Contract Total (with optional change pool)	\$15,469,933.92
Estimated 4-Year MFCU Contract Total (with optional training hours)	\$105,600.00

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 Modification 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

EXHIBIT 3

SERVICE LEVELS AND PERFORMANCE METRICS

1. Service Levels and Performance Incentives

1.1 Invoice Withhold

Each month, the Contractor shall invoice for 90% of the Contractor's monthly charge (100% of the monthly charge minus the 10% withhold amount) pending verification of the Contractor's performance against the Performance Metrics described below in Section 1.2 below.

1.1.1 Validation of Performance to Invoice for Amounts Withheld

Each month, the Contractor shall submit the requisite reporting to support verification of performance (See Section 3.3 of Exhibit 1) no later than the 15th calendar day of the following month to the Program Integrity Director.

Following the State's verification that Contractor successfully met the requirements for all Performance Metrics measured in a given month, the Contractor may invoice the State for the withheld funds described in Section 1.1 above with the subsequent month's invoice (for example, if Contractor successfully meets all the Performance Metrics for January, and verification is completed in February, the portion of the January invoice that was withheld can be claimed with the February invoice).

1.1.2 Failure to Meet the Service Levels – Remediation Plan

If Contractor fails to meet the requirements for one (1) or more Performance Metrics ("missed Metric(s)") in a given month, the Contractor must submit a Corrective Action Plan (CAP) to the State within fifteen (15) calendar days following the documentation of failure to meet the missed Metric(s). The State shall review and make reasonable efforts to approve the CAP within ten (10) calendar days of the CAP being received.

The State will continue to withhold funds for the month in which the Contractor failed to meet the missed Metric(s) and all subsequent months until Contractor successfully meets the missed Metric(s) for two consecutive months ("remediation") in the four month period immediately following the month in which the Contractor failed to meet the missed Metric(s) (for example, if Contractor fails to meet three Metrics in April 2021, Contractor shall have until August 2021 to demonstrate successful achievement of those three missed Metrics for two consecutive months).

1.1.3 Successfully Meeting the Missed Metric(s) During the Four Month Period and Invoicing for the Withheld Amount

Following verification that the missed Metric(s) have been met for two consecutive months as described in Section 1.1.2 above, Contractor may invoice the State for release of all withheld funds on its next invoice. These withheld funds will include any funds withheld from the month where the missed Metrics were first missed, and any funds held pending the corrections contemplated by Section 1.1.2.

1.1.4 Failure to Meet Missed Metric(s) During the Four Month Correction Period

If Contractor fails to demonstrate it has met the missed Metric(s) for two consecutive months during the four-month corrective period as described in Section 1.3, the State

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SERVICE LEVELS AND PERFORMANCE METRICS

shall permanently retain the withheld funds for all months during the four-month corrective period during which the Contractor failed to meet the missed Metrics.

As a continuation of the example in 1.1.2 above (where Contractor missed three or more metrics in April 2021), if the Contractor meets the missed Metric(s) in July 2021, but fails to meet it in May 2021, June 2021 and August 2021, withheld funds for April, May, June, July and August 2021 shall be permanently retained by the State.

Withheld amounts permanently retained by the State under this provision are not penalties or damages, but rather the payment of lower amounts for lower quality performance.

1.1.5 Simultaneous CAPS

It may occur that, during the pendency of a CAP and four-month corrective period for a missed Metric, Contractor may miss a different Performance Metric. By way of example, during the four-month corrective period for missing Performance Metric 1, Contractor may miss Performance Metric 2. This new, missed Metric does not impact the Contractor's performance pursuant to the pending CAP and four-month corrective period.

This new missed Metric triggers a new, second CAP as contemplated by Section 1.1.2. Any amounts withheld during the pendency of multiple corrective periods and CAPS will not be released and available to the Contractor until all missed Metrics reviewed for that given month are met in accordance with Section 1.1.3.

In no event shall greater than 10% be withheld from a Contractor's invoice, regardless of the number of missed Metrics or CAPs in place.

Below are two tables illustrating this concept in two examples:

Table 1: Multiple Metrics Missed – Funds Recouped

Month	Metric Activity	Contractual Outcome	Impact on Withheld Funds
April 2021	Contractor missed Performance Metric 1	CAP triggered, Contractor Must meet Metric 1 Two Consecutive Times to Invoice for Withheld Amount	10% Withheld retained pending remediation for Performance Metric 1
May 2021	Contractor meets all Performance Metrics		10% withheld retained pending remediation for Performance Metric 1
June 2021	Contractor missed Performance Metric 2, meets performance Metric 1	Remediation for Performance Metric 1, new CAP triggered for Performance Metric 2	Withholds for April and May can be invoiced given remediation for Performance Metric 1, June withheld retained pending CAP for Performance Metric 2
July 2021	Contractor meets all Performance Metrics		10% withheld retained pending remediation for Performance Metric 2
August 2021	Contractor meets all Performance Metrics		Withholds for June, July and August may be invoiced given remediation for Performance Metric 2

EXHIBIT 3

SERVICE LEVELS AND PERFORMANCE METRICS

Table 2: Multiple Metrics Missed – Funds Forfeited

Month	Metric Activity	Contractual Outcome	Impact on Withheld Funds
April 2021	Contractor missed Performance Metric 1	CAP triggered, Contractor Must meet Metric 1 Two Consecutive Times to Invoice for Withheld Amount	10% Withheld retained pending remediation for Performance Metric 1
May 2021	Contractor meets all Performance Metrics		10% withheld retained pending remediation for Performance Metric 1
June 2021	Contractor missed Performance Metric 2, meets performance Metric 1	Remediation for Performance Metric 1, new CAP triggered for Performance Metric 2	Withholds for April and May can be invoiced given remediation for Performance Metric 1, June withheld retained pending remediation for Performance Metric 2
July 2021	Contractor misses Performance Metric 2		10% withheld retained pending remediation for Performance Metric 2
August 2021	Contractor meets all Performance Metrics		10% withheld retained pending remediation for Performance Metric 2
September 2021	Contractor misses Performance Metric 2		10% withheld retained pending remediation for Performance Metric 2
October 2021	Contractor misses Performance Metric 2		Amounts withheld for June, July, August, September and October retained by State pursuant to Section 9.1.4

1.1.6 Waiver for Missed Performance Metrics

In the event that Contractor believes it has not met any Performance Metric due to mitigating circumstances, Contractor may request a waiver from the State. In the event that the State grants Contractor the request for waiver, the Performance Metric will be deemed to have been met for the purpose of Performance Withholds for the month that the waiver is granted.

Contractor will submit a Performance Metric waiver request in writing within 15 calendar days of the month following the month for which the waiver is being requested. Such request will contain, at a minimum, a description of the mitigating circumstances which Contractor believes warrants a waiver of the Performance Metric(s) which were missed and include the metric numbering and labeling found in Section 1.2. The request will be submitted to the Program Integrity Director. The Program Integrity Director will make a reasonable effort to respond in writing within ten (10) calendar days of receipt. The Program Integrity Director shall have sole authority and discretion on behalf of the State in granting the waivers contemplated by this section, their decision regarding the waivers is final, and they shall not unreasonably withhold the granting of such waiver if acts, events, or omissions outside of Contractor's control gave rise to the missed Performance Metric.

1.2 Performance Metrics

Performance Metric 1 – Unplanned System Outages – All systems contemplated by Section 4 of this contract shall not be offline or otherwise unavailable for more than a cumulative six (6) hours in a calendar month, not including any planned service or maintenance approved by the State in writing prior to said outage.

Performance Metric 2 – Overpayment Recovery Efforts – In a given month:

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- 100% of Demand Letters shall be sent 300 days after the calculation of an overpayment; and
- 100% of Accounts Receivable Entries shall be created one week after the issuance of a Demand Letter.

Performance Metric 3 – Overpayment Appeal Overturn Rate – During the subject month, the overturn rate for appealed final audit findings shall not be greater than 10%.

Performance Metric 4 – Vital Position Vacancy – No vacancy of any Vital Positions (as defined by Section 5.1 of Exhibit 1) shall remain unfilled for a period of greater than one (1) month.

Performance Metric 5 – Reports – All reports contemplated by Section 3.3 of Exhibit 1 in the subject month were supplied timely, with accurate data, and otherwise in accordance with the requirements of this Contract.

Performance Metric 6 – Call Center – Answer Efficiency – During business hours during the subject month, 85% or more of calls to the Call Center contemplated by Section 4.7 of Exhibit 1 shall be answered by a live person within thirty (30) seconds of being routed through the call center menu.

Performance Metric 7 – Call Center – Abandonment Rate – During business hours during the subject month, the abandonment rate (*i.e.* caller self-disconnects from being in a hold queue) shall be less than 5% of calls made to the Call Center contemplated by Section 4.7 of Exhibit 1.

Performance Metric 8 – Call Center – Returned Calls – During the subject month, 100% of voicemails left for the Call Center (per Section 4.7 of Exhibit 1) shall yield a return call attempt within one (1) business day of the voicemail being left. Note: the voicemail only triggers a return call attempt if the message leaves a complete and discernable phone number, and the message leaver indicates that they wish to have a return call.

Performance Metric 9 – Technical Support – During the subject month, 100% of State and State designee requests for technical support as contemplated by Section 3.5 of Exhibit 1 shall receive a response from the Contractor within four (4) business hours.

Performance Metric 10 – Inquiry Response – During the subject month, 100% of all electronic inquiries (email and member website) must be returned or attempted to be returned within one (1) business day

Performance Metric 11 – Audit Initiation – During the subject month, the Contractor shall initiate at least 30 audits. Audits are considered initiated at the point of the Final Calculation of Overpayment or Final Audit Finding being sent out to the provider. During the final month of the contract year (June), this metric will also measure whether the cumulative number of audits conducted in the past year meets or exceeds the annual requirement of 400.

Performance Metric 12 – Data Rule Development – Quarterly, the Contractor shall review trends within the State's Medicaid data and state and national fraud, waste, and abuse trends to develop two (2) new data rules to be delivered to the State for approval and use. In the event that the Contractor submits one (1) machine learning (ML) data rule, this would remove the requirement for quarterly submission for the subsequent two (2) quarters. For example, in August, the Contractor submitted, received approval for, and put into use a ML model. As such, additional data rules would not be required for submission in September or December. This metric is only measured once per quarter (during the months of September, December, March and June) and disregarded in all other months. In the

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event that this Metric is missed, Contractor's remediation for this metric requires Contractor to create and deliver the data rules which were not provided and led to this Metric being missed. Any late-delivered data rules shall only count towards the missed metric measurement and shall not also count towards the next measured quarter (*i.e.* late-delivered data rules will not count twice).

Performance Metric 13 – Educational Modules – Quarterly, the Contractor shall create and deliver quarterly educational modules. The topic of these modules will be based upon common errors and issues identified through the contractor's audit, algorithm development, and pre-payment review work. This metric is only measured once per quarter (during the months of September, December, March and June) and disregarded in all other months. In the event that this Metric is missed, Contractor's remediation for this metric requires Contractor to create and deliver the education modules which were not provided and led to this Metric being missed. Any late-delivered education modules shall only count towards the missed metric measurement and shall not also count towards the next measured quarter (*i.e.* late-delivered modules will not count twice).

Performance Metric 14 – Prepayment Review – During the subject month, the Contractor shall maintain an average adjudication time of all prepayment review claims of fourteen (14) days. The time for adjudication starts when a claim has suspended to the Prepayment Review location and ends when the claim has been pushed out from the Prepayment Review location by Contractor staff.

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