

## PROFESSIONAL SERVICES CONTRACT

**Contract #000000000000000000062550**

This Contract ("Contract"), entered into by and between Indiana Family and Social Services Administration ("FSSA"), Division of Family Resources ("DFR"), (the "State") and MAXIMUS US SERVICES, INC. (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 provide services in support of the Central Change Center ("CCC") and Regional Change Center ("RCC") Eligibility Operations. A detailed list of duties is set forth in **Exhibit 1—Scope of Work**, which is attached hereto and incorporated herein.

### 2. Consideration.

The Contractor will be paid at the rates described in **Exhibit 3—Pricing**, which is attached hereto and incorporated herein, for performing the duties set forth above. Total remuneration under this Contract shall not exceed **\$425,896,208.00**. In addition to the above, the total remuneration under this Contract for lease costs, which includes operating expenses, will not exceed an additional **\$16,170,447.75**, which is a pass-through cost to the State. The total remuneration, including the pass-through costs, is **\$442,066,655.75**.

The Contractor's pay shall further be governed by **Exhibit 2—Performance Metrics**, which is attached hereto and incorporated herein.

### 3. Term.

This Contract shall be effective for a period of **four (4) years and nine (9) months**. It shall commence on **April 1, 2022** and shall remain in effect through **December 31, 2026**. The first nine (9) months shall be considered the transition period. The following four (4) years shall be considered the operational period. There may be two (2) one-year renewals for a total of six (6) years and nine (9) months at the State's option.

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

**8. Authority to Bind Contractor.**

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

**9. Changes in Work.**

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

**10. Compliance with Laws.**

- A. The Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.
- B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, et seq., IC § 4-2-7, et seq. and the regulations promulgated thereunder. **If the Contractor has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Contract.** If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the

Indiana State Ethics Commission or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

- C. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. The Contractor agrees that any payments currently due to the State of Indiana may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.
- D. The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Contractor agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.
- E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC § 5-17-5.
- F. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.
- G. The Contractor affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.
- H. As required by IC § 5-22-3-7:

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

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

- (i) IC §24-4.7 [Telephone Solicitation Of Consumers];
- (ii) IC §24-5-12 [Telephone Solicitations]; or
- (iii) IC §24-5-14 [Regulation of Automatic Dialing Machines];

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

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

- (2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor, except for de minimis and nonsystematic violations,
- (A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
  - (B) (will not violate the terms of IC § 24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

**11. Condition of Payment.**

All services provided by the Contractor under this Contract must be performed pursuant to the specified requirements and terms and conditions (including the Performance Metrics attached as Exhibit 2—Performance Metrics) and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of any federal, state or local statute, ordinance, rule or regulation.

**12. Confidentiality, Security and Privacy of Personal Information.**

- A. Terms used, but otherwise not defined in this Contract shall have the same meaning as those found in 45 CFR Parts 160, 162, and 164, and 45 CFR Subtitle A.
- B. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 (sections 1171 through 1179 of the Social Security Act), including any subsequent amendments to such Act.
- C. "HIPAA Rules" mean the rules adopted by and promulgated by the US Department of Health and Human Services ("HHS") under HIPAA and other relevant federal laws currently in force or subsequently made, such as the Health Information Technology for Economic and Clinical Health Act ("HITECH"), as enumerated under 45 CFR Parts 160, 162, and 164, including without limitation any and all additional or modified regulations thereof. Subsets of the HIPAA Rules include:
  - 1) "HIPAA Enforcement Rule" as defined in 45 CFR Part 160;
  - 2) "HIPAA Security Rule" as defined in 45 CFR Part 164, Subparts A and C;
  - 3) "HIPAA Breach Rule" as defined in 45 CFR Part 164, Subparts A and D; and
  - 4) "HIPAA Privacy Rule" as defined in 45 CFR Part 164, Subparts A and E.
- D. If Contractor's services under this Contract includes State authorized access to and use of PHI on the State's behalf then Contractor is hereby deemed a Business Associate to the State and, as such, Contractor is hereby authorized by the State to create, receive, maintain, and/or transmit Protected Health Information ("PHI") on the State's behalf pursuant to and consistent with the services performed by Contractor under this Contract.
- E. Contractor is hereby authorized by the State to create, receive, maintain, use and/or transmit Personally Identifiable Information ("PII"; meaning personal information as collectively defined in IC 4-1-6-1 and IC 4-1-11-3, and under the National Institute of Standards and Technology ("NIST") Special Publication 800-122) on the State's behalf pursuant to and consistent with the Services performed by Contractor under this Contract. As used here, PII includes PHI, SSA-data, and ACA PII (as defined herein) as applicable, whether or not separately stated.
- F. Contractor understands that pursuant to and consistent with the services performed by Contractor under this Contract, Contractor may be permitted authorized access to data obtained by the State from the Social Security Administration ("SSA-data"). In this regard

and to the extent that Contractor is permitted authorized access and use of SSA-data:

- 1) Contractor agrees that it will comply with the provisions of the Computer Matching and Privacy Protection Act Agreement ("CMPPA") and the Information Exchange Agreement ("IEA") executed between the Social Security Administration ("SSA") and the State; these agreements are incorporated herein by reference and current copies of the CMPPA and IEA are attached to this Contract.
  - 2) Contractor further agrees that it will abide by all relevant Federal laws and restrictions on access, use, and disclosure of SSA-data, including the security requirements enumerated in the CMPPA and IEA;
  - 3) Contractor understands that its access, use, or disclosure of SSA-data in a manner or purpose not authorized by the CMPPA or IEA may subject Contractor, including Contractor's employees, agents, and subcontractors, to civil and criminal sanctions pursuant to applicable Federal statutes; and,
  - 4) Contractor understands that the State, in compliance with the CMPPA, will undertake a review of Contractor's compliance with Contractor's obligations under the CMPPA, IEA, and this Contract no less than triennially; Contractor agrees to fully cooperate with the State in such reviews. Such reviews may be undertaken by the State in addition to or as part of other reviews of Contractor's privacy and security policies, procedures, and practices undertaken by the State pursuant to this Contract.
- G. Contractor agrees that as a Business Associate to the State it is obligated to comply with the HIPAA Rules, as such Rules apply to Business Associates, throughout the term of this Contract and thereafter as may be required by federal law and such compliance will be at Contractor's sole expense. Further:
- 1) Contractor will not use or further disclose PHI or PII except as expressly permitted by this Contract or as required by law. It is further provided that nothing in this Contract shall be construed to permit Contractor use or disclose PHI in a manner that would violate the provisions of the HIPAA Privacy Rule as such Rule applies to the State with regard to the services performed by Contractor under this Contract or otherwise cause the State to be non-compliant with the HIPAA Privacy Rule.
  - 2) Contractor understands it must fully comply with the HIPAA Security Rule and will employ appropriate and compliant 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. Upon the State's reasonable request, Contractor will review such safeguards with the State.
  - 3) Contractor understands that it is subject to the HIPAA Enforcement Rule under which Contractor may be subject to criminal and civil penalties for violations of and non-compliance with the HIPAA Rules.
- H. Improper Disclosure, Security Incident, and Breach Notification.
- 1) As a Business Associate, Contractor understands that it is subject to the HIPAA Breach Rule.
  - 2) For the purposes of this Contract,

- a. the term Breach has the same meaning as defined in the HIPAA Breach Rule. The term "Security Incident" shall mean an action or event that has resulted in the improper use or disclosure of PHI or PII in Contractor's safekeeping (in violation of this Contract and/or in violation of the HIPAA Privacy Rule), the reasonable possibility or suspected possibility that an improper use or disclosure of PHI or PII may have occurred, or circumstances in which PHI or PII has been exposed to an opportunity for improper use or disclosure.
  - ii. "Security Incident" means 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; 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; 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), all of which may have the potential to put PII or other sensitive data at risk of or expose PII/other sensitive data to an opportunity for unauthorized access, use, disclosure, modification, or destruction.
- 3) If a Security Incident occurs or if Contractor suspects that a Security Incident may have occurred with respect to PHI and/or PII in Contractor's safekeeping or as otherwise 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 day requirement, the Contractor will notify the FSSA Privacy & Security Office within one day of gaining actual knowledge of a breach.
  - 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, including but not limited to Contractor personnel involved, source and cause of the Security Incident, specific information disclosed, disclosure victims (those whose PHI/PII was disclosed), disclosure recipients, supporting materials, 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 with 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 rests solely with the FSSA Privacy & Security Office.
- f) If it is determined by the FSSA Privacy & Security Office that a Breach has occurred:
  - (i) Contractor agrees that it shall be responsible for, including all costs with respect to, fulfilling the State's and/or Contractor's obligations for 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.
  - (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 full responsibility for the Breach and any resulting losses or damages incurred by the State or any victim of the Breach.
  - (iv) Contractor will 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, unless the Contractor is directed to do so by the FSSA Privacy & Security Office.
- g) Contractor will undertake commercially reasonable corrective actions to eliminate or minimize to the greatest degree possible the opportunity for an identified Security Incident to reoccur and 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 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 cooperate with the FSSA Privacy & Security Office's investigation of the Security Incident.
- I. Subcontractors. Contractor agrees that in accordance with the HIPAA Privacy Rule, CMPPA, IEA, and 45 CFR §155.260 any subcontractors engaged by Contractor (in compliance with this Contract) that will create, receive, maintain, use or transmit State PII on Contractor's behalf will contractually agree to the same restrictions, conditions, and requirements that apply to Contractor with respect to such PHI/PII.
- J. Access by Individuals to their PHI. Contractor acknowledges that in accordance with the HIPAA Privacy Rule and 470 IAC 1-3-1, *et seq*, individuals for whom Contractor has direct possession of their PHI/PII on the State's behalf have the right to inspect and amend their PHI/PII, 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 such individuals upon reasonable request by the State (or by such individuals if the State directly refers such individuals to Contractor). In situations in which Contractor does not have direct possession of such PHI/PII, then the State shall be responsible for such inspection, amendment, and accounting of disclosures rights by individuals.

- K. Access to Records. Contractor shall make available to HHS and/or the State and/or other Federal agencies so authorized by 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, used, or transmitted by Contractor on the State's behalf. Contractor shall promptly inform the State by giving notice to the FSSA Privacy & Security Office of any request by HHS (or its designee), other State agencies, or other Federal agencies for such internal practices, books, and/or records and shall provide the State with copies of any materials or other information made available to such agencies.
- L. Return of Protected Health Information. Upon request by the State or upon termination of this Contract, Contractor will, at the State's sole option, either return or destroy all copies of any PHI or PII provided to Contractor by the State, including PHI or PII created, received, maintained, or transmitted by Contractor on the State's behalf and Contractor shall warrant in writing that it has returned or destroyed such PHI and/or PII. Further, upon termination of this agreement Contractor will not retain any copies of any such PHI and PII and shall warrant same in writing.
- M. At the sole discretion of the State, the State may terminate this Contract for Contractor's material breach of this Section.
- N. Contractor agrees to participate in a disaster recovery plan, as appropriate to the Contractor's Services, as determined by the State to be necessary to uphold integral business functions in the event of an unforeseen disaster.
- O. Drug and Alcohol Records. In the performance of the services under this Contract, Contractor may have access to confidential information regarding alcohol and drug abuse patient records. Contractor agrees that such information is confidential and protected information and 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. The Contractor will report any unauthorized disclosures of such information in compliance with this Section.
- P. Confidentiality of State Information. The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract, will not be disclosed to or discussed with third parties without the prior written consent of the State.

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



Privacy & Security Office within one (1) business day of the date of discovery.

- Q. Contractor will indemnify and hold the State harmless from any loss, damage, costs, expense, judgment, sanction or liability, including, but not limited to, attorneys' fees and costs, that the State incurs or is subject to, as a result of a breach of this Section by the Contractor or any subcontractor, agent or person under Contractor's control. In the event a claim is made against the State for any such claim, cause of action, liability, damage, cost or expense, State may, at its sole option: (i) tender the defense to Contractor, who shall provide qualified and competent counsel to represent the State interest at Contractor's expense; or (ii) undertake its own defense, utilizing such professionals as it deems reasonably necessary, holding Contractor responsible for all reasonable costs thereof. In any event, State shall have the sole right to control and approve any settlement or other compromise of any claim brought against it that is covered by this Section.
- R. Contractor shall adhere to all relevant FSSA Security Policies for any related activities provided to FSSA under this Contract. Contractor is responsible for verifying that any subcontractors they engage will also comply with these policies. Any exceptions to these policies require written approval from the FSSA Privacy & Security Office.
- S. Access to FSSA and/or State Information Systems.

(1) "FSSA and/or State Information Systems" means all computing hardware and related components, all computer software and related components, all network devices and related functions, and data owned by, licensed to, in the legal custody of, and/or operated by FSSA and/or the State.

(2) If the Contractor, in the performance of Contractor's services under this Contract, is authorized and granted by the State with access to FSSA and/or State Information Systems:

(A) Contractor agrees that it and all members of its workforce (as used here, "workforce" means employees, volunteers, interns, trainees, (sub)contractors, and other persons whose conduct is under the control of Contractor) performing such services will comply with all FSSA and State Privacy and Security Policies and Procedures.

(B) All members of Contractor's workforce who are or will be granted access to FSSA and/or State Information Systems will undertake and certify completion of all FSSA and State mandated privacy and security training following a schedule reasonably required by FSSA and the State (e.g., upon new hire/assignment and annually thereafter).

(C) All members of Contractor's workforce who are or will be granted access to FSSA and/or State Information systems will agree in writing or through electronic confirmation to the rules of behavior regarding access to and use of FSSA and/or State information systems; such rules of behavior include, but are not limited to the State Information Resource Use Agreement ("IRUA").

(D) Such training and rules of behavior agreement will be coordinated with Contractor by the FSSA Privacy and Security Office and the Indiana Office of Technology ("IOT").

(E) Any members of Contractor's workforce who fail to complete the required training as described above within the scheduled timeframes or who fail to agree

to the rules of behavior will not be permitted to access FSSA and/or State information systems.

(F) Access to and usage of FSSA and/or State Information Systems is controlled through role-based access privileges and follows the principle of least privilege, meaning users are granted access to/usage of only the minimum amount of information and system functions necessary to perform their role or job assignment. As such, FSSA or its designee will provide Contractor with a list of roles it deems necessary for Contractor to perform the services; Contractor will identify each individual workforce member who requires access to/usage of FSSA and/or State Information Systems and the role to be assigned to each individual. Contractor will certify in writing that the role assigned to each individual workforce member is necessary and appropriate for the individual to perform their job assignment with respect to the performance of Contractor's services under this Contract.

(G) FSSA will authorize and grant Contractor workforce member access privileges based on the requested and certified role in a timely manner; FSSA and IOT reserve the right to withdraw such authorization for any workforce member, with or without cause, at any time and without prior notice.

(H) Contractor agrees to notify the FSSA Privacy and Security Office or its designee within twenty-four (24) hours of any workforce member terminations or changes in workforce member assignment that would affect their need for access or role.

(I) Contractor agrees that it is solely responsible for the actions, including errors and omissions, intentional misconduct, or malfeasance of its workforce members with respect to their access to and usage of FSSA and/or State Information Systems.

(J) The FSSA Privacy and Security Office (or its designee) and Contractor will collaborate on the methods and means to identify workforce members requiring access, certification, changes, and other communications under this subsection.

T. 45 CFR §155.260 Compliance.

(1) The FSSA Division of Family Resources ("DFR") participates in a PII data exchange with the Centers for Medicare and Medicaid services ("CMS") mandated under the Affordable Care Act ("ACA", Public Law 111-148). The receipt of PII data from CMS through this data exchange ("ACA PII") is in support of the determination of eligibility for healthcare coverage for individuals, which is a primary function of DFR. DFR is designated as the Administering Entity under a computer matching agreement with CMS and, per the terms of that agreement, is obligated to comply with the provisions of 45 CFR §155.260 and §155.280 regarding the privacy and security of ACA PII and that such compliance will be achieved through the application of the privacy and security standards and obligations established in the Minimum Acceptable Risk Standards for Exchanges ("MARS-E") promulgated by CMS.

(2) 45 CFR §155.260(b)(2)(v) requires DFR to bind any downstream entities with which ACA PII is shared to same privacy and security standards and obligations that DFR is obligated to comply with, subject to the provisions under 45 CFR §155.260(b)(3) and in compliance with the monitoring provisions under 45 CFR §155.280.

(3) In this regard (pursuant to the immediately preceding):

(A) Contractor understands that in the performance of its services under this Contract Contractor will be given access to and usage of ACA PII to the extent necessary to perform such services; such access and usage of ACA PII is hereby authorized by the State.

(B) Contractor agrees that such ACA PII is subject to the same provisions of this Section as apply to PII and PHI, including but not limited to subsection H Improper Disclosure, Security Incident, and Breach Notification.

(C) Contractor further agrees that it will employ privacy and security standards over such ACA PII that are consistent with and being at least as protective as the privacy and security standards employed by DFR as described in paragraph 1) above taking into consideration: (i) the environment in which the Contractor is operating; (ii) whether specific standards are relevant and applicable to the Contractor's duties and activities in the performance of the services; and, (iii) existing legal requirements to which Contractor is bound in relation to its administrative, technical, and operational controls and practices, including but not limited to, its existing data handling and information technology processes and protocols.

(D) Contractor additionally agrees that the privacy and security standards it employs over ACA PII will be consistent with the principles established in 45 CFR §155.260(a)(3) and that Contractor will bind any subcontractors with authorized access to ACA PII to the same or at least as protective as the privacy and security standards Contractor employs over ACA PII.

(E) Contractor agrees that it will comply with the applicable provisions under 45 CFR §155.260 as a non-exchange entity.

U. Independent Assessment. If and to the extent that Contractor creates, receives, maintains, uses, and/or transmits PII, as authorized under this Contract, employing information systems owned by, licensed to, in the legal custody of, and/or operated by Contractor (excluding and separate from FSSA and/or State Information Systems), in order to assure Contractor's appropriate application of its privacy and security standards, Contractor will:

(1) Engage a qualified, independent third-party to assess Contractor's privacy and security standards and controls and have such assessment performed on an annual basis with the first such assessment being performed within six (6) months of execution of this Contract. Contractor is solely responsible for ensuring each such assessment is reasonable in scope and depth with respect to Contractor's environment.

(2) Contractor will share the results of each such assessment (e.g., the assessor's report) with the FSSA Privacy & Security Office (or designee), including Contractor's corrective action plan to resolve or mitigate any privacy and security deficiencies identified by the third-party assessor; the State will hold such results in the strictest confidence. The State will review the assessment results, including the corrective action plan, solely for the purpose of gauging the reasonable sufficiency of the scope and depth of the assessment and the reasonable timeliness and approach of the corrective action plan. The State reserves the right to request of Contractor reasonable enhancements to the scope and depth of each assessment and/or each resulting corrective action plan and any disputes between the State and Contractor regarding such requests will be handled in accordance with the Disputes section of the Contract.

(3) Contractor agrees that it will resolve or reasonably mitigate such deficiencies within a reasonable period of time, as identified in the corrective action plan, but by no later than the next annual third-party assessment; provided however that any deficiencies deemed

high risk by the third-party assessor will be mitigated by Contractor within ninety (90) calendar days from date of discovery and any deficiencies deemed moderate or medium risk by the third-party assessor will be mitigated by Contractor within one-hundred eighty (180) calendar days from the date of discovery; as used here mitigation means the deficiency is either resolved or compensating controls are applied that reduce the designated risk level. The State expects that the third-party assessor will confirm the resolution of the identified deficiencies during the next following assessment.

(4) Failure by Contractor to timely and reasonably resolve or mitigate privacy and security deficiencies identified by the third-party assessor and in accordance with the corrective action plan will be considered a material breach of this Contract.

- V. Contractor agrees that it shall be responsible for, including all costs with respect to, fulfilling Contractor's obligations under this Section.

**13. Continuity of Services.**

- A. The Contractor recognizes that the service(s) to be performed under this Contract are vital to the State and must be continued without interruption and that, upon Contract expiration, a successor, either the State or another contractor, may continue them. The Contractor agrees to:

- 1) Furnish phase-in training; and
- 2) Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

- B. The Contractor shall, upon the State's written notice:

- 1) Furnish phase-in, phase-out services for up to sixty (60) days after this Contract expires; and
- 2) Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the State's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency.

- C. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract. To the extent allowed by law, Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

- D. The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).

**14. Debarment and Suspension.**

- A. The Contractor certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or

other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.

- B. The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

**15. Default by State.**

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

**16. Disputes.**

- A. Should any disputes arise with respect to this Contract, the Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
- B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the State for such costs.
- C. If the parties are unable to resolve a contract dispute between them after good faith attempts to do so, a dissatisfied party shall submit the dispute to the Commissioner of the Indiana Department of Administration for resolution. The dissatisfied party shall give written notice to the Commissioner and the other party. The notice shall include: (1) a description of the disputed issues, (2) the efforts made to resolve the dispute, and (3) a proposed resolution. The Commissioner shall promptly issue a Notice setting out documents and materials to be submitted to the Commissioner in order to resolve the dispute; the Notice may also afford the parties the opportunity to make presentations and enter into further negotiations. Within thirty (30) business days of the conclusion of the final presentations, the Commissioner shall issue a written decision and furnish it to both parties. The Commissioner's decision shall be the final and conclusive administrative decision unless either party serves on the Commissioner and the other party, within ten (10) business days after receipt of the Commissioner's decision, a written request for reconsideration and modification of the written decision. If the Commissioner does not modify the written decision within thirty (30) business days, either party may take such other action helpful to resolving the dispute, including submitting the dispute to an Indiana court of competent jurisdiction. If the parties accept the Commissioner's decision, it may be memorialized as a written Amendment to this Contract if appropriate.
- D. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for the Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.
- E. With the written approval of the Commissioner of the Indiana Department of Administration, the parties may agree to forego the process described in subdivision C. relating to

submission of the dispute to the Commissioner.

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

**17. Drug-Free Workplace Certification.**

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

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

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

**18. Employment Eligibility Verification.**

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

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

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

**19. Employment Option.**

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

**20. Force Majeure.**

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

**21. Funding Cancellation.**

As required by Financial Management Circular 3.3 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 agents, officials, and employees from all third party claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. The State will not provide indemnification to the Contractor.

**25. Independent Contractor; Workers' Compensation Insurance.**

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

**26. Indiana Veteran Owned Small Business Enterprise Compliance**

Award of this Contract was based, in part, on the Indiana Veteran Owned Small Business Enterprise ("IVOSB") participation plan, as detailed in the IVOSB Subcontractor Commitment Form, commonly referred to as "Attachment A-1" in the procurement documentation and incorporated by reference herein. Therefore, any changes to this information during the Contract term must be approved by IDOA's 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
N/A					

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

The Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative a certificate of insurance prior to the commencement of this Contract and proof of workers' compensation coverage meeting all statutory requirements of IC § 22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required if any of the services provided under this Contract involve work outside of Indiana. All insurance documents are to be sent electronically to [insurancedocuments.fssa@fssa.in.gov](mailto:insurancedocuments.fssa@fssa.in.gov).

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

**29. Key Person(s).**

- A. If both parties have designated that certain individual(s) are essential to the services offered, the parties agree that should such individual(s) leave their employment during the term of this Contract for whatever reason, the State shall have the right to terminate this Contract upon thirty (30) days' prior written notice.
- B. In the event that the Contractor is an individual, that individual shall be considered a key person and, as such, essential to this Contract. Substitution of another for the Contractor shall not be permitted without express written consent of the State.

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

Key person(s) to this Contract is/are None.

**30. Licensing Standards.**

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

**31. Merger & Modification.**

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

**32. Minority and Women's Business Enterprises Compliance.**

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

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

MBE/WBE	PHONE	COMPANY NAME	SCOPE OF PRODUCTS and/or SERVICES	UTILIZATION DATE	PERCENT
MBE	781-373-6020	The Panther Group, Inc.	Staffing support	4/1/2022	9.27%
WBE	317-806-6137	Guidesoft, Inc., d/b/a Knowledge Services	Staffing support	4/1/2022	20.63%

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](mailto: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](mailto: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](http://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:  
Adrienne Shields, Director  
Division of Family Resources  
402 West Washington Street, Room W392  
Indianapolis, IN 46204  
E-mail: [Adrienne.Shields@FSSA.in.gov](mailto:Adrienne.Shields@FSSA.in.gov)

B. Notices to the Contractor shall be sent to:  
Jennifer J. Haas, Senior Vice President, US Services  
Maximus US Services, Inc.  
1891 Metro Center Drive  
Reston, VA 20190  
E-mail: [Jenniferhaas@maximus.com](mailto:Jenniferhaas@maximus.com)

With copies to: [Bruceperkins@maximus.com](mailto:Bruceperkins@maximus.com) and [contracts@maximus.com](mailto:contracts@maximus.com)

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

#### **35. Order of Precedence; Incorporation by Reference.**

Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) this Contract, (2) attachments prepared by the State, (3) RFP #22-68345, (4) Contractor's response to RFP #22-68345, and (5) attachments prepared by the Contractor. All attachments, and all documents referred to in this paragraph, are hereby incorporated fully by reference.

#### **36. Ownership of Documents and Materials.**

A. All documents, records, programs, applications, data, algorithms, film, tape, articles, memoranda, and other materials (the "Materials") not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the Contractor hereby transfers and assigns any

ownership claims to the State so that all Materials will be the property of the State. If ownership interest in the Materials cannot be assigned to the State, the Contractor grants the State a non-exclusive, non-cancelable, perpetual, worldwide royalty-free license to use the Materials and to use, modify, copy and create derivative works of the Materials.

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

**37. Payments.**

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

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

**38. Penalties/Interest/Attorney's Fees.**

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

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

**39. Progress Reports.**

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

**40. Public Record.**

The Contractor acknowledges that the State will not treat this Contract as containing confidential information, and will post this Contract on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Contract shall not be considered an act of the State.

**41. Renewal Option.**

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

**42. Severability.**

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

**43. Substantial Performance.**

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

**44. Taxes.**

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

**45. Termination for Convenience.**

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

**46. Termination for Default.**

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

services. However, the Contractor shall continue the work not terminated.

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

**47. Travel.**

No expenses for travel will be reimbursed unless specifically authorized by this Contract. Permitted expenses will be reimbursed at the rate paid by the State and in accordance with the *Indiana Department of Administration Travel Policy 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 *Travel Policy* guidelines.

**48. Waiver of Rights.**

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

**49. Work Standards.**

The Contractor shall execute its responsibilities by following and applying at all times good industry practice and technical guidelines and standards. "Good industry practice" means at any time the exercise of that degree of care, skill, diligence, prudence, efficiency, foresight and timeliness which would be reasonably expected at such time from a leading and expert contractor of services similar to the Services to a customer like the State, such contractor seeking to comply with its contractual obligations in full and complying with applicable laws. 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. Limitation of Liability.**

Contractor's total liability to the State of Indiana for any and all claims, suits, actions, damages, costs, expenses, attorney's fees, and any liabilities whatsoever arising out of or in any way related to this Contract from any cause, including but not limited to negligence, errors, omissions, strict liability, breach of contract or breach of warranty shall not, in the aggregate, exceed an amount equal to the total Contract value for the initial Contract term. The foregoing limitation shall not apply to liability for direct damages related to personal injury, property damage, intellectual property infringement, and breach of any state or federal law with respect to the privacy of personal information including, but not limited to, the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the HITECH Act.

In no event shall either party be liable for special, indirect, incidental, economic, consequential, or punitive damages, including but not limited to lost revenue, lost profits, (even if such lost revenue or lost profits is ultimately determined to be direct damages), replacement goods, loss of technology rights or services, loss of data, or interruption or loss of use of software or any portion thereof regardless of the legal theory under which such damages are sought even if a party has been advised of the likelihood of such damages, and notwithstanding any failure of essential purpose on any limited remedy.

**51. 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 *2022 SCM Template*) in any way except as follows:

- 11. Condition of Payment. *Modified.*
- 12. Confidentiality, Security and Privacy of Personal Information. *Modified.*
- 13. Continuity of Services. *Modified.*
- 23. HIPAA Compliance. Incorporated into Clause 12.
- 37. Payments. *Modified.*
- 49. Work Standards. *Modified.*
- 50. Limitation of Liability. *Added.*

**52. Federal Required Clauses.**

The Contractor must comply with the following provisions:

A. Executive Order 11246, entitled "Equal Employment Opportunity," as supplemented by the Department of Labor Regulations (41 CFR Part 60): The Executive Order prohibits, among other things, federal contractors and federally assisted construction contractors and subcontractors who do over \$10,000 in Government business in one year from discriminating in employment decisions on the basis of race, color, religion, sex, or national origin. The Executive Order also requires Government contractors to take affirmative action to ensure that equal opportunity is provided in all aspects of their employment.

Contractor will compile data, maintain records, and submit reports as required to permit effective enforcement of nondiscrimination laws, regulations, policies, instructions, and guidelines. This agreement permits authorized USDA personnel to review such records, books, and accounts as needed during hours of program operation to ascertain compliance.

B. The Clean Air Act, Section 306:

a. No Federal agency may enter into any contract with any person who is convicted of any offense under section 113(c) for the procurement of goods, materials, and services to perform such contract at any facility at which the violation which gave rise to such conviction occurred if such facility is owned, leased, or supervised by such person. The prohibition in the preceding sentence shall continue until the Administrator certifies that the condition giving rise to such a conviction has been corrected. For convictions arising under section 113(c)(2), the condition giving rise to the conviction also shall be considered to include any substantive violation of this Act associated with the violation of 113(c)(2). The Administrator may extend this prohibition to other facilities owned or operated by the convicted person.

b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a).



c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's air, the President shall, not more than 180 days after enactment of the Clean Air Amendments of 1970 cause to be issued an order (1) requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and (2) setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

C. The Clean Water Act:

a. No Federal agency may enter into any contract with any person who has been convicted of any offense under Section 309(c) of this Act for the procurement of goods, materials, and services if such contract is to be performed at any facility at which the violation which gave rise to such conviction occurred, and if such facility is owned, leased, or supervised by such person. The prohibition in preceding sentence shall continue until the Administrator certifies that the condition giving rise to such conviction has been corrected.

b. The Administrator shall establish procedures to provide all Federal agencies with the notification necessary for the purposes of subsection (a) of this section.

c. In order to implement the purposes and policy of this Act to protect and enhance the quality of the Nation's water, the President shall, not more than 180 days after the enactment of this Act, cause to be issued an order:

- i. requiring each Federal agency authorized to enter into contracts and each Federal agency which is empowered to extend Federal assistance by way of grant, loan, or contract to effectuate the purpose and policy of this Act in such contracting or assistance activities, and
- ii. setting forth procedures, sanctions, penalties, and such other provisions, as the President determines necessary to carry out such requirement.

d. The President may exempt any contract, loan, or grant from all or part of the provisions of this section where he determines such exemption is necessary in the paramount interest of the United States and he shall notify the Congress of such exemption.

e. The President shall annually report to the Congress on measures taken in compliance with the purpose and intent of this section, including, but not limited to, the progress and problems associated with such compliance.

f. (1) No certification by a contractor, and no contract clause, may be required in the case of a contract for the acquisition of commercial items in order to implement a prohibition or requirement of this section or a prohibition or requirement issued in the implementation of this section. (2) In paragraph (1), the term "commercial item" has the meaning given such term in section 4(12) of the Office of Federal Procurement Policy Act (41 U.S.C. 403(12)).

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

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

b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions;

c. The undersigned shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including sub-grants, contracts under grants and cooperative agreements, and subcontracts) and that all sub-recipients shall certify and disclose accordingly.

E. Americans with Disabilities Act: This Act (28 CFR Part 35, Title II, Subtitle A) prohibits discrimination on the basis of disability in all services, programs, and activities provided to the public by State and local governments, except public transportation services.

F. Drug Free Workplace Statement: The Federal government implemented the Drug Free Workplace Act of 1988 in an attempt to address the problems of drug abuse on the job. It is a fact that employees who use drugs have less productivity, a lower quality of work, a higher absenteeism, and are more likely to misappropriate funds or services. From this perspective, the drug abuser may endanger other employees, the public at large, or themselves. Damage to property, whether owned by this entity or not, could result from drug abuse on the job. All these actions might undermine public confidence in the services this entity provides. Therefore, in order to remain a responsible source for government contracts, the following guidelines have been adopted:

a. The unlawful manufacture, distribution, dispensation, possession or use of a controlled substance is prohibited in the workplace.

b. Violators may be terminated or requested to seek counseling from an approved rehabilitation service.

c. Employees must notify their employer of any conviction of a criminal drug statute no later than five days after such conviction.

d. Although alcohol is not a controlled substance, it is nonetheless a drug. It is the policy of the Indiana Family and Social Services Administration that abuse of this drug will also not be tolerated in the workplace.

e. Contractors of federal agencies are required to certify that they will provide drugfree workplaces for their employees.

G. Debarment, suspension, and other responsibility matters: As required by Executive Order 12549, Debarment and Suspension, and implemented at 34 CFR Part 85, for prospective participants in primary covered transactions, as defined at 34 CFR Part 85, Sections 85.105 and 85.110.

a. The applicant certifies that it and its principals:

- i. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
- ii. Have not within a three-year period preceding this application been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
- iii. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
- iv. Have not within a three-year period preceding this application had one or more public transactions (federal, state, or local) terminated for cause or default.

b. Where the applicant is unable to certify to any of the statements in this certification, he or she shall attach an explanation to this application.

H. The federal government reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for federal government purposes, the copyright in any work developed under a grant, sub-grant, or contract under a grant or sub-grant or any rights of copyright to which a contractor purchases ownership.

**THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK**

**Non-Collusion and Acceptance**

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

Agreement to Use Electronic Signatures

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

**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.

MAXIMUS US SERVICES, INC.

Indiana Family and Social Services  
Administration, Division of Family  
Resources

DocuSigned by:  
By: *Bruce Perkins, Senior VP*  
DF8667C5DCA9461...

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

Title: sr. Vice President

Title: Director

Date: 4/13/2022 | 08:10 EDT

Date: 4/13/2022 | 09:15 EDT

Electronically Approved by: Department of Administration  By: _____ (for) Rebecca Holw erda, Commissioner	
Electronically Approved by: State Budget Agency  By: _____ (for) Zachary Q. Jackson, Director	Electronically Approved as to Form and Legality by: Office of the Attorney General  By: _____ (for) Theodore E Rokita, Attorney General

## **EXHIBIT 1**

### **Scope of Work**

#### **1.0 Introduction**

Exhibit 1 - Scope of Work outlines the duties of this Contract between the Indiana Family and Social Services Administration, Division of Family Resources ("State", "FSSA", "DFR") and Maximus US Services, Inc. ("Contractor", "Maximus") for Central and Regional Change Center Eligibility Operations. When reviewing the below requirements, the word "including" should be interpreted as "including, but not limited to".

#### **2.0 Background**

DFR is the division responsible for establishing eligibility for the following programs: Health Coverage (including Hoosier Healthwise, Hoosier Care Connect, and the Healthy Indiana Plan), SNAP, and TANF. Applicants/clients may submit their application online, in person at a DFR Local Office, by mail, via fax, or over the phone. The RCC/CCC Contractor will become part of a larger system of eligibility operations managed by DFR. The State currently contracts for services and staff for the eligibility operations, which consists of the Central Change Center ("CCC"), Regional Change Centers ("RCCs"), and Local Offices. The State also contracts with vendors that provide document scanning; electronic data capture; handling of indexed and non-indexed documents; and printing and mailing notices to clients/applicants. In addition to DFR staff, Contractor should anticipate having touchpoints with some or all of the above named entities and other contractors, as needed and directed by the State, in addition to performing the core Eligibility Services listed in this Scope of Work.

DFR Central and Regional Change Centers (CCC and RCCs) perform functions in support of Local Offices and the eligibility process via telephone. Their functions include but are not limited to data gathering for applications, changes, redeterminations, indexed and non-indexed eligibility supporting documentation; hearings and appeals documentation preparation; benefit recovery; answering client/applicant questions received via phone, and other related activities. Contractor will perform all of the preliminary case processing before the case is submitted to the State for a final determination of eligibility.

DFR Local Offices are the in-person client-facing side of the eligibility operation and vary in size and certain protocols, but they perform functions that include but are not limited to facilitating and accepting applications, conducting interviews, scanning and processing eligibility supporting documentation, answering applicant questions, and authorizing and determining eligibility. There is at least one Local Office per county, with some counties containing multiple Local Offices. Local Offices are staffed by State employees as well as contractor staff provided by the State's Local Office staff augmentation contractor.

#### **3.0 General Project Requirements**

The Contractor shall provide comprehensive eligibility services and support for Indiana's Eligibility Operation, specifically in the DFR Central and Regional Change Centers (CCCs and RCCs). The Eligibility Operation is the central resource in helping Hoosiers apply for and receive benefits, including SNAP, TANF, and Health Coverage and relies on three central parts to continue serving the State - CCC and RCC Eligibility Operations (scope of this Contract), Local Office Staff Augmentation (provided under separate contract), and Training (provided under separate contract).

The Contractor shall:

- Gather data for all applications, changes, redeterminations, enrollment forms, supporting documentation, benefit recovery claims, and pre-hearing and hearing tasks;
- Provide adequate staffing resources to meet the requirements for the number of Eligibility Specialists (also referred to as “ES(s)” herein) operating in the Regional Change Centers, including the minimum staffing requirement and maximum staffing requirement to supply the number of Eligibility Specialists dedicated to the Regional Change Centers, as established by DFR;
- Provide adequate staffing resources to meet the CCC eligibility operations requirements, Performance Metrics, and Key Performance Indicators;
- Understand and interface with State systems that support the eligibility process, including but not limited to CODY Systems (and/or State fraud tracking and investigations system), IEDSS (Indiana Eligibility Determination Services System), LMS (Learning Management System), COGNOS, and DFR’s telephony and IVR systems (Interactive Voice Response);
- Leverage State investments in facilities, equipment, and system infrastructure and automation capabilities by utilizing a solution that uses and improves utilization of resources available to FSSA (Note: The State will provide all facilities, equipment, and systems required for eligibility operations, and the Contractor shall indicate how they will use the current infrastructure and systems within DFR.)
- Meet and improve the quality of services for programs and end to end case processing standards as defined by the State-approved Performance Metrics listed in Exhibit 2;
- To ensure consistent work output and to drive accountability, all performance expectations will be based on, but not limited to, the State Program Policy Manuals, IEDSS Online Help, written directions received from DFR Management, including emails, and the application of the ‘End to End’ case processing methodology.
  - a) ‘End to End’ shall be defined as follows: The individual sending the case for SRED confirms that all case information, on which the eligibility determination is based, has been entered accurately. This applies to ALL programs and ALL case actions. This mandatory expectation includes processing of any open tasks and is applicable at Application, Re-Application, Redetermination, and Change processing. The sending of the SRED is the confirmation that all associated tasks and documents have been entered into the case record correctly for an accurate eligibility determination.

The failure of an individual to do so will result in a loss of points during the Quality Assurance (also referred to as “QA”) process but in and of itself will not be considered a breach of the Contract; however, overall poor performance by Contractor on quality Performance Metrics could lead to a breach of the Contract.

- Provide any and all information requested by FSSA, i.e., costs, timing of on-boarding, communication and coordination of New Hire Training, and documentation of remedial training, and any other areas for which FSSA requires supporting documentation.
- Notify DFR and obtain approval from DFR of any operational changes that the contractor desires to implement.
- Implement a “One Call Resolution” Policy defined as completing all tasks and resolving all issues resulting from a given telephone call
- Invoice DFR on a monthly basis.
- Ensure Contractor’s CCC supervisors/managers respond to all requests sent to mailbox, including Internet Quorums (IQ’s) within three (3) business days.
- Utilize Indiana-based staff for all eligibility functions defined in this Contract unless otherwise approved in advance by the Director of DFR.
- Understand that Indiana’s Eligibility Operation is a collaborative effort between State staff as well as third party contractors and working with third party contractors to ensure that

all work processes are aligned and that clients are receiving the highest quality of service possible.

Additional detail on functional requirements can be found in Section 4.1 of this Scope of Work.

#### **4.0 Eligibility Services Contract Requirements**

The following sections present detailed requirements for the CCC and RCC Eligibility Operations (Section 4.1). The Contractor is expected to perform all Contractor requirements in this Scope of Work.

The Contractor's services must comply with all program requirements and enhance the level of service delivered to clients/applicants.

##### ***4.1 Central and Regional Change Center Eligibility Operations***

The following operations will be performed by the Contractor in the CCCs and RCCs located throughout the State of Indiana, in support of FSSA's responsibility for eligibility determination.

#### **A. Functional Requirements Serving New Clients**

- a. Process online, phone, and paper applications submitted through mail, fax, or FSSA's online portal for all FSSA public benefit programs, including SNAP, TANF, and Health Coverage;
- b. Update client/applicant information such as address and phone number in State eligibility system;
- c. Maintain RCCs with qualified personnel that assist clients/applicants with inquiries, basic screening information for FSSA programs, or completing an application over the phone;
- d. Respond to client/applicant and other inquiries with accurate and consistent information regarding FSSA programs, status of applications, or other case actions;
- e. Process Health Coverage applications submitted through the FFM (Federally Facilitated Marketplace) portal, the self-service online portal, the telephonic application process, or a paper application submitted through mail or fax;
- f. Provide call monitoring and data accuracy;
- g. Route work electronically to FSSA eligibility determination staff for the processing of an accurate and timely eligibility determination in accordance with FSSA instructions;

#### **B. Functional Requirements Serving Existing Clients**

- a. Process renewals or changes in each client's program eligibility status in accordance with applicable Federal and State policies and procedures;
- b. Complete eligibility redeterminations for Health Coverage clients by analyzing and processing the case files and information provided by the client according to State policies and procedures and sending to the State for a final decision;
- c. Request information from clients/applicants, as well as other sources as permissible by State law and regulation, if a change required to be enacted upon has been reported, or there is reason to believe that a change has occurred, but has not been reported;
- d. Review SNAP Interim Contact forms for completeness; enter changed information from the form into the State eligibility system and request verifications; Generate Pending Verification for Clients/Recipients 2032 form to collect missing information and submit the case for State review and eligibility determination;
- e. For clients calling to report a change, the Contractor must authenticate the caller,

locate the case in the State eligibility system, process the change, obtain appropriate verifications, and enter the appropriate codes depending on the type of change being reported;

- f. Route work electronically to DFR eligibility determination staff for the processing of an accurate and timely eligibility determination in accordance with DFR instructions;
- g. Ensure case file(s) for the client(s) is accurate reflecting voluntary and mandatory work requirements;
- h. Provide data collection and other data entry and task creation actions for online application exceptions, or other image exceptions, and route to State staff;
- i. At the time of any review or case action, Contractor staff shall be responsible for entering clear and concise case notes into the State eligibility system for any review or case action performed by Contractor.

### **C. Functional Requirements for Hearings and Appeals**

- a. Conduct pre-hearing conferences to meet with clients via telephone and, discuss their case and the possible resolution of the case without a formal hearing;
- b. Prepare evidence packets and present evidence on behalf of the State in a formal hearing. Contractor shall follow guidelines provided by the State regarding the content of evidence packets;
- c. Review appeals requests from State system to collect information, determine the date the appeal request - written or verbal (SNAP only) - was submitted, and determine which of the following is the reason for the appeal:
  - Application Denial
  - A reduction in a benefit amount for an ongoing Assistance Group (AG)
  - The discontinuance of benefits
  - Issue not eligibility related (Other)
  - Benefit amount for an approved application
- d. In the case of clients filing appeals for continuation of benefits, the Contractor must determine if the appeal was filed timely as determined by program policy applicable to the program category under appeal and review the following to determine timeliness for continued benefits:
  - Reason for the appeal
  - Notice of action date
  - Effective date of closure and/or change
- e. Report fraud and potential fraud in accordance with FSSA policy and procedures.
- f. Monitor and support Appeals functions performed in the CCCs and RCCs to ensure adequate staffing and compliance with State policies and metrics.

Policies and procedures change frequently within FSSA typically as a result of State or Federal requirements and all above functions must be updated as those changes are implemented.

### **D. Minimum and Maximum Staffing Requirements**

In the below table, the State has set a minimum staffing requirement and maximum staffing requirement for the number of Eligibility Specialists dedicated to each of the Regional Change Centers. The Contractor shall staff RCCs in accordance with the "RCC Minimum and Maximum Staffing Requirements for Eligibility Specialists" table below. If the Contractor falls below the minimum staffing requirement, the Contractor may assign overtime to cover up to a maximum of 25 Eligibility Specialists. For purposes of the headcount calculation in the "RCC Minimum and Maximum Staffing Requirements for Eligibility Specialists" table below, an Eligibility Specialist means an employee that is scheduled to work 40 hours each week for all business days in the month. The exact staffing levels per RCC may fluctuate within the minimum and maximum staffing requirements due to the operational needs of the State. Please



note that trainees and part-time employees cannot be counted towards meeting the below requirements. For more information, please see Section 4.1.2.1.

**RCC Minimum and Maximum Staffing Requirements for Eligibility Specialists**

Center Name	Minimum Staffing Requirement	Maximum Staffing Requirement
Lake	108	119
St. Joe	102	113
Allen	100	109
Grant	100	110
Marion	110	120
Vigo	100	110
Vanderburgh	89	98
Clark	88	97
Tippecanoe	110	120
Wayne	93	104
<b>Total</b>	<b>1000</b>	<b>1100</b>

In the below table, the State is providing a historical staffing range for the number of Eligibility Specialists dedicated to the Central Change Center. The below figures are a range based on data from March 2019 - February 2020. Ultimately, the Contractor is responsible for providing an adequate number of staff to comply with the CCC Performance Metrics in Exhibit 2.

Center Name	Staffing Range For Eligibility Specialists
Central Change Center	198-246

**E. Call Volumes**

The State has provided data on historical call volumes from January 2019 - May 2021 in the table below.

Months	2019	2020	2021
January	244,772	303,723	172,160
February	228,038	249,969	174,321
March	214,183	253,342	179,877
April	218,619	236,305	155,851
May	214,040	172,324	145,920
June	205,845	208,551	
July	241,671	181,895	
August	242,001	194,619	
September	228,625	204,540	
October	244,423	217,069	
November	206,673	182,329	
December	266,803	177,379	

**F. Training Coordination and Expenses**

A New Hire is defined as a person who has not successfully completed New Hire Training and Orientation, and/or not previously worked on this project in an RCC or CCC, or in a DFR Local Office as of January 1, 2022.

The State, in coordination with a Training Contractor, will be responsible for New Hire training, Refresher training, as well as training on any changes to programs or policies. The Contractor selected through this Contract shall provide training to Contractor's Managers, Supervisors, Human Resources staff and Quality Assurance staff relating to Contractor's Policies and Procedures, employee specific remedial training, training on internal policies and procedures, Human Resource matters and any other additional training requested by the State. The Contractor and DFR will develop a process for Contractor to communicate to DFR and DFR's designated Training Contractor the number of New Hires, locations, anticipated start dates, and type and frequency of reporting to coordinate the training of New Hires. The Contractor shall be responsible for maintaining an adequate number of staff in training in order to meet the staffing requirements for the Regional Change Centers, as defined by DFR.

#### **4.1.1 Central Change Center Operations and Support**

The CCC is the single dedicated center within the State that performs the below functions for clients in the entire state (not one specific region or county). The CCC is currently co-located in Marion, Indiana with the Grant RCC with additional functions located at the Lake RCC. All CCC functions except for application review shall be performed by Contractor in the Grant RCC in accordance with State policies and the State operational directives provided at the time of Contract Award and signature. Resources assigned to working on CCC functions must be located in the CCC.

##### **A. Support via Telephone in the Central Change Center**

- a. The Contractor shall initiate outbound calls and receive callbacks as required to fulfill the below described service requirements in the Central Change Center.
- b. When requesting a return phone call, Contractor staff shall leave on the voicemail their first name and that they are from FSSA/DFR, phone number, and extension.
- c. If a client requests to speak to a supervisor or manager, Contractor staff shall transfer the call to appropriate available supervisor or manager for resolution. The supervisor will document in the case notes the reason for the escalated call and the outcome of the phone call.
- d. Contractor shall attempt to schedule an appointment with clients by telephone for all applications requiring an interview.

##### **B. Process Applications in the Central Change Center**

- a. The Contractor shall perform the Initial Review of applications received by Contractor via the Document Center, fax, or website and schedule required application appointments, which includes calling clients to schedule expedited SNAP appointments when required. If the call attempt fails, the Contractor shall wait a designated timeframe as determined by DFR Operations or two hours and make a second attempt. A Medicaid applicant who does not check if they are applying for Aged, Blind or Disabled Health Coverage shall receive a callback to gather the necessary information.
- b. Upon completion of Initial Review, the Contractor shall forward Medicaid only applications (other than for Health Coverage – Aged, Blind and Disabled) to the applicable RCC, as they do not require an interview.

**C. General Duties in the Central Change Center Across all Programs and Action Types**

- a. The Contractor shall be responsible for explaining forms and program guidelines for all appeal and Benefit Recovery (BV) related issues.
- b. The Contractor shall process non-indexed documents.
- c. The Contractor shall prepare all system overrides and benefit issuances as a result of an under-issuance along with other benefit recovery (BV) related cases, and refer to the State for authorization.
- d. The Contractor shall be responsible for entering notes into the eligibility system regarding any review or action on the case performed by Contractor.
- e. The Contractor's Quality Assurance Team shall conduct ongoing reviews of Eligibility Specialist case processing, as described in Section 9.0.
- f. The Contractor shall process returned mail, indexing it to the client case and routing it to the Regional Change Center.

**D. Benefit Recovery Services Provided by the Central Change Center**

- a. The Contractor shall process all BV documents.
- b. The Contractor shall determine overpayments and underpayments in the manner described in the State operational directives.
- c. The Contractor shall prepare BV claims and under issuances by reviewing the appropriate systems, documentation, and case files necessary before filing a BV claim.
- d. The Contractor shall ensure that SNAP and TANF claims are established (opened) within the quarter following the quarter of discovery, except for the following exceptions (maximum completion times are listed in parentheses): Central Office Referrals (30 calendar days), Duplicate Participation (30 calendar days), Hearing Decisions (15 calendar days), Management Evaluation Reviews (60 calendar days), Office of Inspector General (OIG) Investigations (30 calendar days), and Transfer from another state (30 calendar days).
- e. The Contractor shall ensure that active cases meet the required threshold requirements for claim processing. All open claims related to quality control, fraud, or continued benefits will be processed regardless of their threshold.
- f. The Contractor will refer clients to the State Financial Management Unit when:
  - Client has been notified of a claim by a demand letter
  - The client is not currently receiving SNAP assistance
  - The client is delinquent in their payment for ninety (90) calendar days
  - The client has not filed bankruptcy or an appeal of their claim
  - The claim is for at least \$25.00
  - The client does not have a repayment method of court probation
- g. The Contractor shall review information to determine if a case should be referred to the FSSA Office of General Counsel (OGC) Compliance Division for

investigation of potential fraud. Case referrals for the OGC Compliance Division shall be made through the state designated fraud tracking system

- h. In the event of non-fraud cases, the Contractor shall establish recovery amounts in the eligibility system and notify the client via demand letter. A SNAP client shall have ninety (90) calendar days to respond to the demand letter. A TANF or Health Coverage client shall have thirty (30) calendar days to respond to the demand letter. All clients can respond, make a payment, or file an appeal.
- i. The Contractor shall initiate recoupment activities including but not limited to payments by personal check or money order, benefit reductions for SNAP or TANF, off-set by an under-issuance, child support credit, interception of lottery winnings, Electronic Benefit repayment or expunged benefits, State Tax Refunds for SNAP and TANF, or Treasury Offset programs (for SNAP only).
- j. The Contractor shall process TANF client requests for adjustments to the benefit recoupment amount.
- k. The Contractor shall process changes to remove recoupments as required and send them to the State for approval.
- l. The Contractor shall process all requests for state reviews, as requested by the client, submitted verbally (for SNAP) or through writing. The Contractor shall process the appropriate tasks within the State eligibility system to ensure that the claim being appealed is appropriately handled within the timeframes outlined by the State in the policy manual that can be accessed on-line at the DFR website.
- m. The Contractor shall send Benefit Recovery requests to the State for review and authorization.
- n. The Contractor shall be responsible for entering notes into the eligibility system regarding any review or action on the case performed by Contractor.

**E. Fraud Management in the Central Change Center**

- a. The Contractor shall process external fraud referrals and forward them to the FSSA Office of General Counsel (OGC) OGC Compliance Division.
- b. The Contractor will comply with the requirements of FSSA Investigations.
- c. The Contractor shall enter fraud referrals in the state designated fraud tracking system per State direction.

**F. Administrative and Other Miscellaneous Services in the Central Change Center**

- a. The Contractor, or designee, shall attend all training and staff meetings on relevant topics as requested by the State.
- b. The Contractor shall maintain continued communications with DFR and discuss and implement agreed upon action plans as required.
- c. The Contractor shall manage the CCC workload and assist the State in the monitoring of workload at each RCC in coordination with the State Central Office and/or Regional Management.

- d. The Contractor shall manage any equipment and supplies provided by the State or Contractor and located at the CCC.
- e. The Contractor shall staff appropriately to maintain the CCC facility and the RCC in which the CCC is located. Responsibilities include providing janitorial services, office coverage, reception/switchboard services, premises security, grounds keeping services, building and equipment contract management, and supplies management.
- f. The Contractor shall, in coordination with the State and Regional staff, respond to management evaluations, QC reports, Federal requests for information, and Corrective Action Plans ("CAP(s)").
- g. The Contractor shall cooperate with State and Federal audits and comply with requests and inquiries from the FSSA OGC Compliance Division.
- h. The Contractor shall maintain CCC office hours required by the State –8:00 a.m. – 4:30 p.m. in the local time zone excluding State holidays.
- i. The Contractor shall provide reports, including ad hoc reports, as requested by the State, in a timely manner, as defined by the State. If the Contractor is unable to provide a requested report or provide it in a timely manner as defined by the State, they must provide a letter of explanation to the State.
- j. The Contractor shall participate jointly with the State in Business Continuity and Disaster Recovery Procedures, as applicable, including those that require the Contractor to mobilize staff to alternate sites in the event of a disaster or other event that impacts an area of the State and DFR operations that pertain to the scope of this Contract.
- k. The Contractor shall maintain a Business Continuity Plan, subject to approval by the State, that supports DFR in the event of a disaster and/or other significant outage that impacts DFR operations.
- l. The Contractor shall respond to Public Records Requests after seeking appropriate authorization from the State to release any requested records and documents to the State.
- m. The Contractor shall perform independent procurements as required to support Contractor responsibilities.
- n. The Contractor shall provide information to the State necessary for budget development and provide information to the State to perform financial/budget analysis upon State request.
- o. The Contractor shall provide information to the State to develop PCAP (Performance Cost Allocation Plans) and all employees and subcontractors (whether in CCC or RCC) must participate in the Random Moment Sample (RMS) activities as requested.
- p. The Contractor shall provide information to the State to process State or Federal payment intercept (e.g., payroll, tax refund, and lottery).

- q. The Contractor shall provide information to the State to prepare Fiscal/Legislative Impact (Cost Impact Analysis of legislative changes, staffing changes, outsourcing initiatives, etc.) upon State request.
- r. The Contractor shall interface with the State's eligibility system's Help Desk as directed by DFR Deputy Director of Operations or designee.
- s. The Contractor staff shall be available to cooperate with the State's Help Desk regarding State eligibility system problem resolution as required.
- t. The Contractor shall maintain space for and access to the Document Center, Training Facilities and office space for State training staff and the State's designated Training Contractor. The Document Center is currently co-located with the Grant RCC, and the State intends to continue housing the Document Center at this location.
- u. The Contractor shall provide closed door office space for State managers and the Training Manager for the State's designated Training Contractor.
- v. The Contractor shall provide information to the State to perform bill analysis for the Legislature upon State request.
- w. The Contractor shall provide information to the State to perform State and Federal reporting.
- x. The Contractor shall review and assist with resolving complaints upon State request.
- y. The Contractor shall cooperate with and participate in Federally required management evaluations.
- z. The Contractor shall provide a subject matter expert (SME) to testify in court upon State request.
- aa. The Contractor shall utilize the State-identified language interpretation services when necessary.

#### **4.1.2 Regional Change Centers Operations and Support**

A RCC is a processing center in which the Contractor performs the below functions for Clients. All functions performed in the RCC are the responsibility of the Contractor and/or approved subcontractors in accordance with State-wide policies and State operational directives. There are no region-specific State operational directives or procedures.

##### **4.1.2.1 RCC Staffing and Management Model**

The Contractor shall dedicate fully trained and qualified, full-time staff to perform RCC call center and task-based services. The State will direct day-to-day operations of all work referenced in this section, unless otherwise noted.

The State has set a minimum staffing requirement and maximum staffing requirement for the number of Eligibility Specialists dedicated to the RCCs. The Contractor shall staff RCCs in accordance with the thresholds. For more information, please see Section 4.1.D.

The Contractor must provide an adequate staffing plan to meet the requirements of this Scope of Work and State and Federal requirements. The plan must also address the following elements of staffing and management:

- Describe the overall management and supervisory structure including lines of reporting, and clearly identify individuals responsible for management of staff (including any subcontractors) at, regional and statewide levels
- Describe how vacancies will be addressed as well as steps the Contractor will take to ensure a low staff turnover rate
- Describe the hiring policy and confirm that staff will be brought on as employees of the Contractor (or applicable subcontractors) or as "contract-to-hire"; in the latter case the individual must be converted from contractor to employee within 180 calendar days of their start date, to remain on staff. This information must be reported to the State on a monthly basis.
- Confirm the Contractor's understanding that the hourly rates are inclusive of vacation, sick days, holiday and/or personal time for workers. The Contractor must further confirm their understanding that the State shall only be billed the hourly rate for actual time worked.

The Contractor must work with subcontractors to mitigate turnover rates, fill vacancies in a timely manner as determined by the State, and staff the project in such a way that the eligibility operation is not disrupted in any way.

The Contractor shall be responsible for filling vacancies and facilitating their staff's movement between RCC task work and RCC Phone queues as directed by the State. The Contractor shall also help facilitate the movement of Eligibility Specialists to State employment. These responsibilities apply to both the prime Contractor's staff and their subcontractors' staff.

The Contractor's staff shall work 40 hours per standard work week (i.e., excluding State holidays), from 8:00 AM - 4:30 PM with a thirty (30)-minute lunch break.

The Contractor shall invoice the State for Eligibility Specialists at different rates, depending on whether they are trained, trainees, or working State-mandated overtime hours. Please note that only fully trained staff are eligible for overtime. The Contractor must also ensure that any subcontractor staff receive identical pay and equivalent benefits relative to the Contractor's own employees, within six months of their hire date. Trained staff is defined as staff who have successfully completed new hire training and orientation, including the Gateway Exit Examinations. Trainees are defined as staff who are currently enrolled in new hire training and orientation. State-mandated overtime is defined as any time in which the State assigns over 40 working hours per week due to volume demand as specified in the above paragraph. The State-mandated overtime bill rate shall be capped at 140% of the base fully trained Eligibility Specialist bill rate. In the event that the Contractor must assign overtime to fulfill contractual requirements, the Contractor shall be responsible for overtime pay and shall only invoice the State for the total number of hours worked at the standard hourly rates. If the Contractor falls below the minimum staffing requirement, the Contractor may assign overtime to cover up to a maximum of 25 Eligibility Specialists. Please note that this will be the Contractor's responsibility to assign overtime. It will not be State-mandated. If staff are moved from the CCC to the RCC to assist with operations, at the State's direction, those staff shall not be counted towards the RCC minimum staffing requirement. When the State mandates overtime, the Contractor may invoice the State at the overtime rate for work hours completed by fully trained staff that exceed the minimum staffing requirement.

The Contractor shall ensure that all Eligibility Specialists are fully trained to complete all work as defined in the Scope of Work within this Contract and have passed the Gateway examinations prior to accessing any eligibility system, aside from production work during training. The Contractor shall actively monitor, review, and analyze the performance of their staff and their subcontractor's staff through a rigorous Quality Assurance program (for more information, see Section 9.0 - Quality Assurance Standards).

Designated DFR managers and designated OV&V contractor staff must be granted access to the Contractor's time-keeping system. Specifically, they shall be given access to the following data:

- The names of staff members who work in each RCC
- The number of hours each staff member has worked

**A. Providing Support via Telephone in the Regional Change Center**

- a. The Contractor shall answer incoming phone calls from clients who want to report changes.
- b. The Contractor shall manage and respond to client concerns and complaints.
- c. The Contractor shall answer incoming phone calls from clients with questions about reported changes.
- d. The Contractor shall answer phone calls from clients with questions about applications and redeterminations specific to the area of operation.
- e. The Contractor shall answer incoming calls for appointment rescheduling.
- f. The Contractor shall answer and process general calls in situations that client opts out of using IVR.
- g. The Contractor shall answer incoming out-of-state inquiries by routing them to the RCC Out-of-State queues.
- h. The Contractor shall cooperate with the State's recording of all inbound and outbound calls.
- i. The Contractor shall be capable of making outbound calls and taking callbacks in the RCCs as may be required for the accurate and timely completion of the below described services.
- j. The Contractor's staff shall make outbound data gathering calls at the request of the State.
- k. When requesting a return phone call, Contractor staff shall leave on the voicemail their first name and that they are from FSSA/DFR, phone number, and extension.
- l. If a client requests to speak to a supervisor or manager, Contractor staff shall transfer the call to appropriate available supervisor or manager for resolution. The supervisor will document in the Case Notes the reason for the escalated call and the outcome of the phone call.
- m. Contractor shall attempt to schedule an appointment with clients by telephone for all applications requiring an interview.

**B. Processing Changes in the Regional Change Center**

- a. The Contractor shall process changes reported by phone, by mail, by fax, or electronically.
- b. The Contractor shall process tasks in State eligibility system.



- c. The Contractor shall process mass change tasks, and reports.
- d. The Contractor shall process requests for nursing home liability deviations;
- e. The Contractor shall process Baby Gram tasks and related changes in benefits. Baby Gram tasks are triggered when a birth confirmation is received.
- f. The Contractor shall enter available data regarding changes into the State eligibility system with notes that indicate whether additional verifications are needed.
- g. When required, the Contractor shall send a 2032 Form and/or correspondence with appropriate instructions for verifications needed for those transactions processed by the RCCs.
- h. The Contractor shall enter verifications received into the eligibility system based on the guidelines set in the Program Policy Manuals and/or as instructed by the State's Operational Management.
- i. The Contractor's Quality Assurance ("QA") Team shall conduct ongoing reviews of ES case processing, as described in Section 9.0.
- j. The Contractor shall link any duplicate Person IDs (PIDs).
- k. Where indicated, the Contractor shall refer clients to IMPACT and, when sanctioned, inform client of need to cure sanction as eligibility requirement during customer service interactions with the client.
- l. The Contractor shall be responsible for end-to-end processing when making changes that result in the case being sent to an SEC for review and authorization.

**C. Processing SNAP Interim Reports in the Regional Change Center**

- a. If incoming SNAP Interim Reports are complete, the Contractor shall complete data entry into the State eligibility system.
- b. If incoming SNAP Interim Reports are incomplete and the client did not complete the yes or no response to a question, the Contractor shall attempt to call the client. If the call attempt fails, the Contractor shall wait a designated timeframe as determined by DFR Operations or two hours and make a second attempt. If that attempt fails, the Contractor shall send a 2032 requesting the necessary verifications. If the client has answered the question but failed to provide the proper verifications, the Contractor shall send a 2032 Form for information.
- c. The Contractor shall be responsible for entering information returned in response to a 2032 Form into the State eligibility system.
- d. The Contractor shall refer the completed case to an SEC for review and authorization.
- e. The Contractor shall be responsible for end-to-end processing when completing all SNAP Interim Reports that result in the case being sent to an SEC for review and authorization.

**D. Processing Applications in the Regional Change Center**

- a. The Contractor shall be responsible for the end-to-end processing of all applications, except Health Coverage applications for Aged, Blind, and disabled and SNAP applications.
- b. The Contractor shall enter available information, including indicators of incomplete data, into the State eligibility system with notes indicating whether additional verifications are needed.
- c. The Contractor shall send a 2032 Form with appropriate instructions for verifications, as needed for those applications processed by the RCC.
- d. The Contractor shall enter verifications received into the State eligibility system, based on the Policy and Procedures manual and/or as instructed by the State's Operational Management.
- e. The Contractor shall refer a case to an SEC when it is ready for State review and authorization regardless of if other benefit categories are pending verification.
- f. The Contractor's QA Team shall conduct ongoing reviews of ES case processing, as described in Section 9.0.
- g. The Contractor shall initiate and process incoming out-of-state inquiries by routing them to the RCC Out-of-State queues.

**E. Processing Redeterminations in the Regional Change Center**

- a. The Contractor shall process all Health Coverage redeterminations send to the State for the final decision.
- b. The Contractor shall enter available information, including the flagging of incomplete data, into the State eligibility system with notes that indicate what verifications are needed.
- c. The Contractor shall send a 2032 Form with appropriate instructions for verifications needed for those redeterminations processed by the RCC.
- d. The Contractor shall enter received verifications into the State eligibility system, based on the current Policy and Procedures manual and/or as instructed by the State's Operational Management.
- h. The Contractor shall refer a case to SEC when it is ready for State Review and Authorization regardless of if other benefit categories are pending verification.
- i. The Contractor's QA Team shall conduct ongoing reviews of ES case processing, as described in Section 9.0.
- j. The Contractor shall be responsible for end-to-end processing when completing all Health Coverage Redeterminations that result in the case being sent to an SEC for review and authorization.

**F. General Regional Change Center Duties Across All Programs and Action Types**

- a. The Contractor shall send a voter registration application when an applicant or client calls RCC and asks about registering to vote or a client submits a

Change form, or a Health Coverage Eligibility Review form and indicates that they would like to register to vote.

- b. The Contractor's Call Center agents are responsible for achieving "One Call Resolution," defined as completing all tasks and resolving all issues resulting from a given telephone call. All agents shall be responsible for achieving One Call Resolution, and may not assign tasks resulting from a given telephone call to another agent for completion. Exceptions to "One Call Resolution" shall be made for the following instances:
  - Call disconnect or call failure on the client side (such as a phone battery failure, signal drop, etc.)
  - Caller chooses to call back to complete the necessary action (such as needing to call back at a later time with additional information, or to finish a phone application, etc.)
  - Caller requesting status of a case or documents that have not yet been processed or completed (such as a caller looking to verify that documents faxed in that morning have been received yet, or the status of a case that has not yet been approved.)
- c. The Contractor shall be responsible for explaining forms and program guidelines during the course of related customer service interactions.
- d. The Contractor shall respond to inquiries within guidelines set by the State from entities including but not limited to the Nursing Homes, Assisted Living facilities, County Trustees, DCS, HUD, DOC/County Jails, 211, Navigators, and the State. Any inquiry from an attorney shall be referred to the State Central Office for approval, unless they are acting as an authorized representative or possess power of attorney.
- e. The Contractor shall prepare required system overrides and additional benefits for clients due to under-issuances related to the RCC services, and refer to the State for authorization.
- f. The Contractor shall set up expected change tasks to check on case files at a future date if necessary.
- g. The Contractor shall be responsible for entering case notes into the State eligibility system regarding any review or action on the case performed by Contractor.
- h. The Contractor shall process returned mail including the implementation of any necessary address changes or status changes and re-mail client correspondence, as needed.
- i. The Contractor shall report to DFR any client complaints about the program or program services received by Contractor or its agents that result in disciplinary action or remedial training. The supervisor will document in the case notes the basis of the complaint and what was done to address the issue. The supervisor will immediately, and no later than one business day, notify DFR of the complaint, and will email a full report to the DFR Executive Office email address at [DFRExecOffice.DFR@fssa.in.gov](mailto:DFRExecOffice.DFR@fssa.in.gov) within two business days.

**G. Hearings and Appeals Services in the Regional Change Center**

- a. The Contractor shall review each case for accuracy and make corrections (adjusting action) as appropriate.
- b. The Contractor shall work collaboratively with the State and State contractors (or stakeholders) to compile and present evidence packets, conduct pre-hearing conferences with the appellant, and implement the hearing decision. The Contractor shall mail evidence packets to the appellant and the appellant's representatives at least 10 calendar days in advance of the hearing.
- c. The Contractor shall review each appeal case received by the Contractor for Continued Benefits and perform the reinstatement of benefits by the effective date of adverse action if the appeal is requested in a timely manner. Upon reinstatement, each Continued Benefits request shall be sent to the SEC for approval.
- d. The Contractor shall attend and participate in all hearings by phone on the date and time set by the Office of Administrative Law Proceedings.
- e. The Contractor shall facilitate and support all hearings and appeals activities and functions within the RCC's, as well as any other support activities regarding hearings and appeals that the State requires.
- f. The Contractor shall be responsible for forwarding appeals received via fax, mail, or telephone to the CCC, Office of Administrative Law Proceedings (OALP), or the designated Regional Change Center, as appropriate.
- g. The Contractor shall examine the appeal on receipt to see if the case file qualifies for maintenance of benefits.

**H. Benefit Recovery**

- a. The Contractor RCC staff shall create a Benefit Recovery Referral Task in State eligibility system for the CCC.

**I. Fraud Management**

- a. The Contractor shall take external fraud reports or referrals and create a task for the CCC for processing.
- b. The Contractor will cooperate with all FSSA Investigations.

**J. Administrative and Other Miscellaneous Services in the Regional Change Center**

- a. The Contractor, or designee, shall attend all training and staff meetings on relevant topics as requested by the State.
- b. The Contractor shall maintain continued communications with the State Central Office, and discuss and implement agreed upon action plans as required.

- c. The State shall manage the RCC workload and day-to-day operations in coordination with the State Regional Manager (i.e., mandatory overtime, special projects, special queue tasks, and specialized trainings.).
- d. The Contractor shall report suspected abuse and/or neglect of or by a client to the appropriate State agency.
- e. The Contractor shall manage any equipment and supplies provided by the State or Contractor located at the RCCs.
- f. The Contractor shall utilize State-identified language interpretation services when necessary.
- g. The Contractor shall utilize Help Desk to resolve potential system issues or to seek program, system, or policy guidance as needed.
- h. The Contractor shall staff appropriately in accordance with the State-established requirements for the number of ESs in the RCCs.
- i. The Contractor shall maintain office hours required by the State –8:00 am – 4:30 pm in the local time zone excluding State holidays.
- j. The Contractor shall provide agreed upon reports, including ad-hoc reports, as requested by the State. If the Contractor is unable to provide a requested report or provide it in a timely manner, they must provide a letter of explanation to the State.
- k. The Contractor shall participate jointly with the State in Business Continuity and Disaster Recovery Procedures, as applicable, including those that require the Contractor to mobilize staff to alternate sites in the event of a disaster or other event that impacts an area of the State and DFR operations that pertain to the scope of this Contract.
- l. The Contractor shall maintain space for and access to the Document Center, Training Facilities, and office space for state staff as well as the State's designated Training Contractor as requested by the State. The Document Center is currently co-located with the Grant RCC, and the State intends to continue housing the Document Center at this location.

#### **4.1.3 Service Locations**

##### **A. Regional Change Centers:**

The Contractor will be responsible for the operation, maintenance, repair (including capital improvements), and management of the following existing Regional Change Centers.

The lease rates and square footage for the CCC and RCCs can be found in the table below. If any lease rates change from the rates set forth below, the Contractor and DFR will meet to discuss the lease rate and/or square footage changes.

	Center Name	Street Address	City	Total Square Feet	Lease Rate Per Square Foot
1	Lake	9801 Georgia St	Merrillville	34,277	\$14.00
2	St. Joseph	401 E Colfax	South Bend	9,071	\$15.00
3	Allen	1700 Magnavox Way	Fort Wayne	20,943	\$14.64
4	Grant	100 N Pennsylvania	Marion	53,107	\$3.95
5	Marion	4550 Victory Lane	Indianapolis	40,204	\$12.25
6	Vigo	1800 Fort Harrison Rd	Terre Haute	15,000	\$16.00
7	Vanderburgh	123 NW Fourth St	Evansville	10,528	\$13.20
8	Clark	197 Quartermaster Ct	Jeffersonville	8,370	\$13.25
9	Tippecanoe	3400 Kent Ave	West Lafayette	21,150	\$13.00
10	Wayne	515 New York Ave - 503	New Castle	18,000	\$15.30

All leases may have additional rent due by Contractor based on the structure of the lease.

### B. Property Tax

If the Contractor holds any leases for RCCs used in support of this project, the Contractor, in addition to all rent, will be responsible for paying any real estate taxes associated with the lease directly to the landlord. The State will not reimburse Contractor for any property taxes associated with any lease. At the time this Contract commences, all leases will have a lease rate that does not include taxes and taxes will be paid separately by Contractor to Landlord.

### C. Facilities Management, Operations, and Maintenance

The Contractor must provide Facility Acquisition, Management, and Operation services. The Contractor must utilize processes and procedures to manage facility acquisition and operation if the State decides to expand its eligibility operations and/or relocate existing facilities. The Facility and Business Structure Transition Plan must include processes and procedures to shift responsibility and control of facilities identified under the Contract that are operated by the previous contractor to the Contractor. The Facility and Business Structure Transition Plan must detail the structure under which those facilities will be managed and operated. The Contract shall provide for a plan for transitioning facilities, including operational management, to another contractor at the end of the Contract. The Contractor must:

- a. Provide directly as a part of a core business operation, through the landlord, or through a subcontractor, all facility maintenance, managerial and administrative functions including but not limited to:
  - Facilities day-to-day management;
  - Operation and maintenance of electrical, mechanical, and technical equipment;
  - Architectural, structural, and mechanical maintenance of building including doors, windows, and gate systems;
  - Floor repair;
  - Physical security including security guards;
  - Lock and locksmith services including security locks and electronic locks;
  - Intrusion alarm systems;
  - Office supplies and furniture, except cubicles;
  - Postage meters;
  - Document pick up & destruction;

- USPS, UPS, FedEx, DHL;
  - Break room supplies;
  - Appliance repair including repair of kitchen and break room equipment;
  - Janitorial services;
  - Elevators and vertical transportation systems;
  - Landscape maintenance;
  - Radio system;
  - Repairs to vandalism;
  - Fire extinguishers;
  - Fire alarm and fire suppression system, including fire sprinklers; and
  - Exterior lighting including lighting of the parking lot.
- b. Shall pay any Additional Rent, as the case may be and as defined in the respective leases, which requires the State to reimburse the Landlord for its proportionate share of Operating Expenses in excess of the defined Base Year Amount. This amount may be subject to a cumulative cap separate and apart from the Base Year Amount.
- c. The Contractor will work with the State Training Director and/or designee to ensure that the training facilities within RCCs are appropriately maintained and always available for training activities.
- d. Upon request, appropriate space will be provided to State staff and DFR contractors.
- e. Notify DFR immediately by phone and follow-up via email (to [DFRExecOffice.DFR@fssa.in.gov](mailto:DFRExecOffice.DFR@fssa.in.gov)) of discovery of any facility issues that impact staff working in, or operations of, the facility. Notify DFR by email with a full report to the DFR Executive Office email address at [DFRExecOffice.DFR@fssa.in.gov](mailto:DFRExecOffice.DFR@fssa.in.gov) within one calendar day of discovery of any facility issues that impact staff working in, or operations of, the facility. The report must detail the issue, when and how it was discovered, operational impacts, corrective measures to remedy the issue, and future plans to detect and prevent future occurrences.
- f. Utilize the designated leasing broker for DFR to discuss and/or negotiate any new leases, existing leases, expansions, downsizes, etc. with existing landlords and/or potential new landlords. This leasing broker will represent both DFR and Contractor in any leasing efforts. The Contractor's Facilities Manager or a designated representative shall be responsible for all project management work related to Furniture, Fixtures, & Equipment (FF&E) throughout the facilities including but not limited to construction management, finishes selections, furniture, equipment, wiring/cabling infrastructure, IT needs, moving services, space planning, etc.
- g. Utilize the State of Indiana's preferred vendors such as those contractors holding State Quantity Purchase Agreements (QPAs) for moving services or other applicable one-time costs.

#### **4.1.4 Billing and Invoicing**

The Contractor shall invoice the State on a monthly basis at a monthly fixed fee rate for CCC operations (as described in Section 4.1.1.), facilities lease costs, and facilities (e.g., janitorial) operating expenses, and at set hourly staffing rates for all RCC operations. Facilities lease costs and facilities (e.g., janitorial) operating expenses will be billed as passed through costs to the State.

The Contractor shall invoice the State for RCC Eligibility Specialists on a monthly basis, for actual time worked by each Eligibility Specialist, utilizing the set hourly staffing rates. The Contractor shall invoice the State at different rates depending on whether staff are trained, trainees, or

working State-mandated overtime hours as described in Section 4.1.2. These hourly rates shall be inclusive of vacation, sick days, holiday and/or personal time for Contractor Staff. The Contractor Staff shall be paid at the base hourly rate for any hours worked up to 40 hours per week by fully trained staff. When applicable, the State-mandated overtime bill rate shall be capped at 140% of the base fully trained Eligibility Specialist bill rate. Any State-mandated hours worked over 40 hours per week must be approved in advance in writing by the DFR Central Office. The State shall not be invoiced at overtime rates for any overtime hours required by the Contractor in order to fulfill the minimum staffing requirement.

For any RCC staff in training, the Contractor shall be paid 75% of the invoiced amount; 25% shall be withheld until the staff member has been working as a fully trained ES for at least 60 calendar days (i.e., 60 calendar days after the completion of the new hire training and orientation). The withheld amount shall be released in a billing cycle that is at least 60 calendar days after the trainee's completion of new hire training and orientation.

The Contractor must clearly delineate each respective cost as a separate line item in invoices submitted to the State for reimbursement, including the monthly fixed fee for CCC operations, facilities lease costs, and facilities operating expenses, and the staffing cost RCC operations (broken out by trained staff costs, State-mandated overtime staff costs, and trainee costs).

The Contractor's invoices shall reflect any applicable withholding and withhold adjustments in accordance with the provisions of Section 8.0. The monthly amount billed for facilities lease costs and facilities operating expenses will not be subject to the 20% withhold outlined in Section 8.0.

The Contractor shall not deviate from each subcontractor's Sub-Contract Amount and Sub-Contract Percentage of Total Bid throughout the duration of the Contract, unless otherwise approved by the State.

Please note that the not to exceed amount set out in Section 2, Consideration of the Boilerplate Contract does not include the pass-through costs for facilities (inclusive of both lease costs and operating expenses).

#### 4.1.5 Personnel

At minimum, the following personnel types must be included:

- a. **Eligibility Specialists (ES):** Located at the Central Change Center (CCC) and Regional Change Centers (RCCs), Eligibility Specialists (ESs) are responsible for gathering information related to applications for FSSA's public assistance programs. An ES is responsible for data gathering or collection, reviewing submitted applications, identifying required client data and verifications to support the determination decision, communicating with clients throughout the data collection process, and preparing the case information for a case review by the State Eligibility Consultant. An ES is also responsible for processing changes to cases in the State eligibility system and ensuring that client service issues are resolved in a timely manner and in accordance with FSSA policies and procedures. Based on operational needs, an ES may be assigned to a variety of functions such as non-indexed application review, hearings and appeals, medical records, and benefit recovery.
- b. **Supervisors/Managers:** Supervisors/Managers work within the CCCs and RCCs and are responsible for ensuring that their team of Contractor employees is meeting the agreed upon Performance Metrics and receiving any training or remedial training, and for handling other staff-related issues. The Contractor must suggest a management structure that facilitates the mentoring and training of new employees by more experienced employees and team members. Supervisors/managers that manage ESs must be fully



trained as ESs. If the supervisor/manager is fully trained and performing case work in production, they may be counted towards the minimum staffing requirement for the RCC.

- c. **Quality Assurance Team:** The QA Team conducts audits and reviews to ensure that data is accurate and reliable and that clients are receiving quality service. The QA Team is responsible for conducting reviews of ES Staff, identifying issues and performing root cause analysis, recommending options and developing corrective action plans as required, and ensuring all Quality Assurance activities are complete. The QA Team uses tools approved by FSSA and its public assistance programs to enhance customer satisfaction and improve end to end case processing throughout the eligibility operation. Please see Section 11.0 for more information about the State's Quality Assurance expectations. The costs associated with this position shall be part of the Contractor's administrative costs.
- d. **CCC Operations Manager:** The CCC Operations Manager is responsible for directing the day-to-day eligibility service operations of the CCC. The CCC Operations Manager ensures that all performance standards are being met by developing and implementing comprehensive training and Quality Assurance plans, ensuring different units are meeting their performance targets, and that each unit is meeting its targets for quality, customer service, and compliance. The CCC Operations Manager also recruits and selects eligibility specialists and oversees staff development and retention. The costs associated with this position shall be part of the Contractor's administrative costs.
- e. **Facilities Manager:** The Facilities Manager is responsible for oversight of facilities, including all facility maintenance, managerial, and administrative functions. The Facilities Manager shall be responsible for the maintenance and repair of buildings and equipment, and the provision of physical security and safety measures, supplies and furniture, and general upkeep for all facilities. The Facility Manager will be responsible for communicating with staff at the CCC and RCCs to identify the facility's issues and/or needs. Please see Section 4.1.3.C.a for more information about the State's facility management expectations. The Contractor may elect to combine the Facilities Manager and HR Lead positions in an RCC. The costs associated with this position shall be part of the Contractor's administrative costs.
- f. **Human Resources (HR) Lead:** The HR Lead will act as the day to day central point of contact for RCC contractor staff and the DFR RCC Management and/or the DFR Regional Managers. A minimum of one (1) HR Lead will be on-site at each RCC location. The HR Lead will:
  - a. Act as the single point of contact to address any questions related to recruitment, employment, performance, pay, benefits, expenses, etc.
  - b. Manage and facilitate all Human Resource related activities for Contractor staff, including but not limited to performance management, pay and benefit inquiries, PTO, workers' compensation, FLMA.
  - c. Enforce all standardized policies including, but not limited to, attendance, PTO, and progressive discipline in collaboration with DFR Regional Management
  - d. Monitor and track performance of all Contractor staff in the RCC
  - e. Serve as the primary point of escalation for both DFR Regional Management, DFR RCC Management, and Contractor staff
 The costs associated with this position shall be part of the Contractor's administrative costs.

#### 4.1.6 Functional Requirements for Eligibility Staff

All staff located in the CCC and RCCs must be fully trained Eligibility Specialists and shall be fully trained in all eligibility determination processes and procedures regardless of their specific

assignments prior to accessing any eligibility system, aside from production work during training. Contractor staff located at a CCC and RCC shall possess the knowledge, skills, and ability to provide the following:

1. An overview of FSSA's program eligibility rules;
2. Current information including the actual status related to a beneficiary's application and enrollment status;
3. Assistance on all aspects of programs that may influence an individual's enrollment and use of benefits;
4. Assistance with the grievance or complaint process as it relates to DFR's programs;
5. Assistance and direction for applicants' application packets, forms, brochures, educational materials, renewal forms, or other documentation;
6. A prompt response in generating and mailing all application packets, forms, brochures, educational materials, renewal forms, or other documentation;
7. The current status of an applicant's application processing, program plan eligibility, enrollment in FSSA's Health Coverage Programs, enrollment in SNAP and TANF, and effective date of enrollment;
8. Assistance and information related to the renewal process, factors that influence any change in status concerning renewals, such as income, and where an individual may go to obtain renewal assistance;
9. Assistance on issues or status related to missing information;
10. Assistance concerning the presumptive eligibility process;
11. Change or update case files, address, phone number, and the State's status change process.
12. Accurate end-to-end processing
13. One-call resolutions.

Contractor shall develop an issue resolution plan in collaboration with the State to address any issues with staff performance, quality or functional knowledge.

The Contractor's staff, including all management, must use the State email system and Active Directory-facilitated email addresses to communicate all information pertinent to DFR-owned data (e.g., PII, PHI, and other secure/protected data).

#### **4.1.7 Eligibility Staff Quality Training**

1. At the request of the DFR Deputy Director of Operations or their designee, any CCC and RCC Contractor staff displaying poor performance or who fail to be in compliance with performance requirements or standards shall receive remedial training. The Contractor must deliver remedial training to the worker and document the details of the training, including type of errors, trainer, date of the training, length of time of the training, and any attachments. Prior to implementation of the remedial training, the Contractor must obtain approval of the materials and the training administrator from the State. These verification documents must be maintained in the employee's personnel file.
2. If poor performance reoccurs, the State Regional Manager or their designee will discuss potential remedial actions with the Contractor and appropriate action, in accordance with the issue resolution plan referenced above in 4.1.6, up to removal from the project, may occur.

#### **4.1.8 Eligibility Staff Dress Code**

Contractor staff should follow the standard communicated guidance given to State of Indiana staff regarding acceptable work attire. As a general practice, professional or business casual attire is required of all contingent staff regardless of RCC location.

Enforcement: It will be the responsibility of the Contractor to communicate professional attire requirements to staff and to determine appropriateness of dress when clarification is required. Contractor staff may be removed at the request of DFR and replaced if not compliant with DFR business casual office standards as communicated.

#### **4.1.9 Eligibility Staff Service Standards**

The Contractor shall develop a process to measure and correct any deficiencies in ES performance. This process shall ensure that ESs adhere and perform in accordance with the following minimum standards. All staff shall:

1. Provide courteous, prompt attention to the client's needs;
2. Respect the caller's privacy during all communications and calls and maintain the applicant's confidentiality;
3. Maintain sensitivity to the diversity inherent in all cultures;
4. Display and communicate a completely professional demeanor at all times;
5. Ensure the dissemination of accurate information to all clients

#### **4.1.10 DFR Background Check Standards**

DFR reserves the right to consider the arrest and conviction record of any Contractor applicant for a position within the Division of Family Resources. Arrests and convictions discovered during the background check process that have not been sealed or expunged by judicial action may be cause for the State to exercise any available remedies or corrective actions under the terms of the Contract.

Convictions are reviewed and evaluated against a standard of relationship nexus to the position applied for.

Any applicant that has applied for a position that has been found to have either been coded in the State personnel system as ineligible for employment due to a previous code of "Not Eligible for Rehire" (NEFR) as a former employee of the State of Indiana or any code that denotes removal from a previous contract assignment due to performance/disciplinary concerns, falsification of a State of Indiana application, or has been found to have had convictions that are deemed to be related to the position applied for, will be removed from the assignment at the request and discretion of the DFR as well as from consideration from the position applied for.

DFR reserves the right to consider any conviction, including but not limited to the falsification of documents, forgery, fraud, check deception, or theft related to the work completed within the DFR. This list is not all inclusive and the Division of Family Resources reserves the right to consider other factors, including but not limited to recidivism of the applicant.

#### **4.1.11 Background Check Documentation**

- a. As a condition of employment and for purposes of determining a person's qualifications for employment, the Contractor shall, at its own expense, undertake a criminal history record background check for all Contractor and subcontractor personnel assigned to work on the Contract. The background check shall be completed prior to the start of employment and include e-Verify to verify work eligibility status, and a criminal background check for convictions of State and Federal crimes and Exclusions by the US Office of Inspector General.
- b. All Contractor staff must be in good standing with the State and not fall in the "NEFR" category or in any comparable category code given to contractor staff which relates to poor work performance, disciplinary concerns or violation of DFR standard policies or practices. Contractor is charged with verification of eligibility of rehire status with

the State of Indiana prior to assignment to Division of Family Resources.

- c. **Fingerprint Checks.** If and when FSSA/DFR is authorized to implement FBI fingerprint checks the following subsections i through iv will take effect. Contractor will be given thirty (30) calendar days' notice to implement the process and at that time will obtain fingerprint checks on all new hires. Contractor will have three months to obtain fingerprint checks for all of its other employees.
- i. The Contractor shall submit to the Indiana State Police Bureau of Identification (SBI) an "application" fingerprint card, a request for criminal history record information form, and the appropriate fee for all Contractor and subcontractor personnel it may assign to work on the Contract.
  - ii. The Contractor shall not permit any newly hired, re-hired, or transferred personnel to work on this Contract until the SBI has furnished the results of the criminal history record background check to the Contractor and the Contractor has verified that the resulting report has no convictions that represent a nexus to the duties assigned to contractor staff;
  - iii. The criminal background check shall encompass the following areas:
    - 1. Convictions of any State or Federal crimes shall be considered if they are deemed to demonstrate a nexus to the work duties assigned to the Contractor staff.
    - 2. Referenced under:  
IC 10-13-3-38.5; IC 4-13-2-14.7; IC 4-15-2.2-10; IC 4-15-2.2-30; IC 12-24-3-2; IC 22-5-1.7; IRS Pub. 1075; HEA1079-2017; Arrests & Convictions Policy
    - 3. Exclusions by the US Office of Inspector General;
  - iv. If the Contractor has had a State Police background, criminal, and fingerprinting check performed for the employee that meets the exact criteria specified above, the check may be accepted by DFR at the State's sole discretion. Any such reference checks must have been done within six months of the Contract start date.
- d. The Contractor shall be required to retain the results of an individual's criminal history background check as long as that person is assigned to the Contract. If a currently assigned individual is promoted to a role having increased responsibility, the Contractor shall, at its own expense, perform a new background check. The results of the criminal history background check shall be made available to DFR upon request. If a conviction has been found in the subsequent background check to be related to the new role of increased responsibility, then the Contractor employee shall be removed from the assignment.
- e. The Contractor is fully responsible for the conduct of its employees and its subcontractor's employees. If there is any need for intervention by DFR or other State personnel because of, including but not limited to, behavior, security breaches, general misconduct, or repeated poor performance, the Contractor shall immediately remove the employee from the Contract work and replace this employee on a permanent basis. Further occurrences may result in the termination of the Contract.
- f. Contractor staff applying for employment with DFR who have been found to have not successfully completed the background check due to convictions determined to have a nexus to the applied for position or due to the confirmed falsification of the application, shall be removed from the assignment immediately.

g. Civil or administrative judgments that may adversely affect the employee's integrity (a professional license, etc.) may cause, at the discretion of the Contractor and/or DFR, removal from the assignment.

h. Contractor shall require that its employees are responsible for reporting to their supervisor any arrests or convictions within five (5) calendar days from the date of the arrest or conviction. Contractor shall ensure the enforcement and administration of this provision and shall notify the State, via email to the DFR Executive Office email address at [DFRExecOffice.DFR@fssa.in.gov](mailto:DFRExecOffice.DFR@fssa.in.gov), within two (2) business days of being made aware of such arrest(s) and/or conviction(s).

i. Contractor staff may not work in the direct line of supervision of a relative who is employed by the State. "Relative" means any of the following: a spouse, parent or stepparent, child or stepchild, brother, sister, stepbrother or stepsister, niece or nephew, aunt or uncle, and daughter-in-law or son-in-law. An adopted child of an individual is treated the same as a natural child of the individual. "Brother" and "sister" include a brother or sister by the half blood. Contractor will require contractor staff to report to Contractor if they work in the direct line of supervision of a relative who is employed by the State.

#### **5.0 Transition and Turnover Requirements**

The Contractor, in conjunction with DFR, will ensure that the process of transition from the existing Contractor upon Contract award, results in a predictable, seamless transition where services to clients continue to be delivered in a timely and accurate manner without degradation in service levels.

#### **Initial Transition Plan and Execution**

Prior to taking over the scope noted in this Contract, the Contractor shall work with the State to develop and manage plans for transferring services from the incumbent vendor over an Initial Transition Period (April 1, 2022 to December 31, 2022). As a part of the Initial Transition Period, the incumbent vendor will commence implementation of a State-approved Turnover Plan.

The Contractor shall complete the following deliverables during the Initial Transition Period subject to the change management process if deliverables change in content or timing within the Initial Transition Period. Note that while the State expects all of the activities below to be executed, at a minimum, DFR would consider the Contractor's recommended movement of these activities throughout the nine (9) Initial Transition months if the Contractor can justify why that adjustment would be optimal. The Contractor shall invoice the State for the monthly cost only when the associated deliverables for that month are approved by the State. While the activities below are cited as deliverables, it is anticipated that the Contractor will undertake a number of sub-activities to accomplish the milestones implied by the deliverables listed.

**Table 5.1 - Transition Deliverables**

Month	Deliverables
1	<ul style="list-style-type: none"> <li>• Initial Transition Plan drafted and provided to DFR, including resources (quantity, type, and role) who will be available for all nine (9) months of the Initial Transition. Indicate what State and incumbent must make available to Contractor for successful Transition. Further, indicate the activities to be executed in each of the Initial Transition months. <ul style="list-style-type: none"> <li>○ Transition Phase Workplan (with schedule and resource allocations that support the deliverables cited by month in this Contract)</li> <li>○ Project Management Plan <ul style="list-style-type: none"> <li>▪ Communication Management Plan</li> <li>▪ Risk and Issue Management Plan</li> <li>▪ Security Management Plan</li> <li>▪ Facilities Transition Plan for transitioning facilities from incumbent agreement to new Contract</li> <li>▪ Recruitment and Retention Plan - Staffing for full Operational readiness by January 1, 2023 <ul style="list-style-type: none"> <li>• Determination of who from incumbent vendor will support the new Contract and how to transition</li> <li>• Recruitment of new staff to support the new Contract</li> <li>• Onboarding Management Plan for hires including timing, communication and coordination of Account Control credential and system access with DFR, communication and coordination of new-hire training with DFR Training team and DFR's designated Training Contractor with clarity on the number of vacancies and expected new-hire dates per region</li> </ul> </li> <li>▪ Knowledge Transfer and Operational Readiness Plan</li> <li>▪ SLA and KPI Management Plan</li> </ul> </li> <li>○ Development of internal operational documentation to support workers and management</li> <li>○ An initial draft of the Initial Transition Plan that includes content for the bullets above should be provided by Contractor in their initial response to this Contract, to demonstrate their understanding of State requirements for successful transition</li> </ul> </li> <li>• Finalized listing of names and contact information for Contractor's Executive and high-level Management staff <ul style="list-style-type: none"> <li>○ All State credential requests submitted for these individuals to DFR</li> </ul> </li> <li>• Summary of all Knowledge Transfer, shadowing, and Transition meeting activities Begin shadowing the incumbent vendor on all aspects of Project Management and Operations.</li> <li>• Creation of ongoing Transition meetings with the incumbent vendor and DFR</li> <li>•</li> </ul>
2	<ul style="list-style-type: none"> <li>• Finalize Initial Transition Plan, subject to DFR approval</li> <li>• Summary of all Knowledge Transfer, shadowing, and Transition meeting activities.</li> </ul>
3	<ul style="list-style-type: none"> <li>• Initial Transition Plan activities scheduled for this month completed as documented</li> <li>• Summary of all Knowledge Transfer, shadowing, and Transition meeting activities</li> </ul>
4	<ul style="list-style-type: none"> <li>• Initial Transition Plan activities scheduled for this month completed as documented</li> <li>• Summary of all Knowledge Transfer, shadowing, and Transition meeting activities</li> </ul>
5	<ul style="list-style-type: none"> <li>• Initial Transition Plan activities scheduled for this month completed as documented</li> <li>• Summary of all Knowledge Transfer, shadowing, and Transition meeting activities</li> </ul>
6	<ul style="list-style-type: none"> <li>• Initial Transition Plan activities scheduled for this month completed as documented</li> <li>• Summary of all Knowledge Transfer, shadowing, and Transition meeting activities</li> </ul>

Month	Deliverables
7	<ul style="list-style-type: none"> <li>Initial Transition Plan activities scheduled for this month completed as documented</li> <li>Summary of all Knowledge Transfer, shadowing, and Transition meeting activities</li> </ul>
8	<ul style="list-style-type: none"> <li>Initial Transition Plan activities scheduled for this month completed as documented</li> <li>Summary of all Knowledge Transfer, shadowing, and Transition meeting activities</li> </ul>
9	<ul style="list-style-type: none"> <li>Initial Transition Plan activities scheduled for this month completed as documented</li> <li>Staff Recruitment completed by December 17, 2022</li> <li>Summary of all Knowledge Transfer, shadowing, and Transition meeting activities</li> <li>Facilities transition completed for all facilities to transfer to facilitation under this Contract by January 1, 2023</li> <li>Transition Plan execution complete for full Operational readiness on January 1, 2023</li> </ul>

The first three months of this Contract after the transition period (January, February, and March 2023) will not be subject to withholds or the minimum staffing requirement although the Contractor will still be assessed in accordance with the Performance Metrics listed in Exhibit 2.

#### **End of Contract Turnover (Final ten (10) months of Contract)**

The State seeks to ensure that program stakeholders experience no adverse impact from the transfer of scope to either the State or to a successor contractor when the Contract is complete or terminated early. In addition to the requirements detailed in Clause 13 Continuity of Services in the Contract, the following end of Contract Turnover requirements apply:

- Ten (10) months prior to the end of the base Contract period, the Contractor must develop and implement a State-approved Turnover Plan covering the possible Turnover of the agreement's scope to either the State and/or a successor contractor. The Turnover Plan must be a comprehensive document detailing the proposed schedule and activities associated with the Turnover tasks. The plan shall describe the Contractor's approach and schedule for transfer of all scope. The information must be supplied on media specified by the State and according to the schedule approved by the State. The following information should be made available by the Contractor in the Turnover Plan:
  - Contact information for Executive and other management staff supporting their agreement
  - All current Workgroups with descriptions of what they support. By Workgroup, they will provide, with ongoing updates as they occur during Turnover:
    - Staffing count
      - Names and State-issued contact information for all staff under the Contract
      - Training status (i.e., fully trained versus those pending new worker training)
  - Information on the tools being used to support the Contract and any pertinent data that supports the agreement's scope
  - Any work instruction and/or content issued to workers for the execution of their daily activities
  - Meeting cadence and agendas for ongoing Knowledge Transfer meetings for training, clarifying, and other related knowledge transfer discussions to ensure successful scope Turnover
  - Resource availability for new vendor to conduct shadowing throughout Turnover

Additional Turnover staff (e.g., Turnover Manager) costs shall not be considered additional cost.

#### **6.0 Policies and Procedures Operations Manual**

Subject to the DFR Contract Manager's approval, Contractor shall develop and implement a Policies and Procedures Operations Manual (Manual) that governs all operations in effect under the Contract. Once approved, the Contractor and its employees shall abide by all policies and

procedures in the manual. The Contractor must respond to this section for their response to be considered complete.

- a. The Manual shall define and document roles and responsibilities for Contractor's employees;
- b. The Manual shall be and remain the property of the State of Indiana;
- c. The Manual shall be accessible to State employees at all times, and;
- d. The final, State-approved Manual, containing all State-determined revisions, additions, and changes shall be due at least thirty (30) calendar days prior to the Contract operation date.

## **7.0 Notification of Problems**

Upon discovery of any problems that may affect the daily operations of the Contract or any area impacting the Contractor's operations, the Contractor shall immediately notify by telephone the appropriate DFR Regional Manager and the DFR Executive Office. The Contractor will also email a full report to the DFR Executive Office email address at [DFRExecOffice.DFR@fssa.in.gov](mailto:DFRExecOffice.DFR@fssa.in.gov) within one (1) calendar day. This includes but is not limited to, any problems related to customer-facing responsibilities, including processing applications and answering phone calls.

All reports, notifications, operational status summaries, or other documentation of information requested by DFR shall be recorded and supplied, at no additional cost, within one (1) calendar day. The Contractor will record all problems and develop and submit to the DFR a CAP within ten (10) calendar days to prevent the problem from reoccurring. DFR will review and make reasonable efforts to approve the CAP within ten (10) calendar days of receipt.

## **8.0 Corrective Actions and Payment Withholds**

It is the State's primary goal to ensure that the Contractor is accountable for delivering services as defined and agreed to in the Contract. This includes, but is not limited to, performing all items described in the Scope of Work, completing all deliverables in a timely manner described in the Scope of Work, and generally performing to the satisfaction of the State. Failure to perform in a satisfactory manner may result in corrective actions and withholds described below.

It is the intent of FSSA to remedy any non-performance through specific remedies at no additional cost to the State. In the event that the Contractor fails to meet requirements set forth in the Contract, the State will provide the Contractor with a written notice of non-compliance and may require any of the corrective actions or remedies described in the Contract.

1. Each month, the State shall withhold twenty percent (20%) of the Contractor's monthly invoice amount pending verification of the Contractor's performance against the Performance Metrics described in Exhibit 2. The performance withholding shall be administered as further detailed in Exhibit 2.
2. In addition to the scenarios detailed in Exhibit 2, a CAP can also be triggered if the State determines that the Contractor is not performing to the satisfaction of the State, has missed Performance Metrics and/or KPIs, has not completed any deliverable in a satisfactory or timely manner, or upon written request by the State for any reason. All CAPs must be submitted to the State within ten (10) calendar days following the documentation of failure to meet expectations. At a minimum, the CAP shall address the causes of the deficiency, the impacts, and the measures being taken and/or recommended to remedy the deficiency, and indicate whether the solution is permanent or temporary. It must also include a schedule showing when the deficiency will be remedied, and for when the permanent solution will be implemented, if appropriate. The nature of the corrective action(s) will depend upon the



nature, severity, and duration of the deficiency. The State shall review and make reasonable efforts to approve the CAP within ten (10) calendar days of the CAP being received.

3. A State designated contractor (e.g., the OV&V) contractor shall evaluate the Contractor's success or failure to achieve quality Performance Metrics selected by the State by conducting Quality Assurance reviews of a statistically valid sample. The Contractor shall have the opportunity to review and rebut the results in accordance with the process described in Section 10.0.

### **9.0 Quality Assurance Standards and Expectations**

To ensure that the State of Indiana is continuing to provide the highest quality of service to its clients on public assistance programs, the Contractor shall provide a dedicated, independent QA Team to provide the services described below and related duties as directed by DFR. The actual number of staff will be reported in the Monthly Performance Report.

A detailed summary report shall be provided to each Regional Manager and/or their designee by the 10<sup>th</sup> of the following month and contain a rolling twelve-month cumulative analysis of 1) each individual's performance 2) the unit's performance and 3) the RCC's performance. Additionally, a summary report of QA Reviews, as defined by DFR, for each RCC and the State as a whole shall be provided with Contractor's Monthly Performance Report (for more information please see Section 11.0 Quality Assurance Reporting).

The Contractor's QA Team shall be responsible for the following:

- a. Ongoing QA reviews for ES Staff.
- b. Execution and delivery of QA reviews with the focus of: Accuracy, and Policy Application and end to end processing.
- c. Conducting case reviews of ES staff in accordance with DFR-approved Checklist(s), with emphasis on the following case elements: Non-Financial, Financial and Procedural.
- d. Complete above QA reviews and required reporting in accordance with Exhibit D2, Performance Metrics, Section II.5., RCC Quality Assurance Review Metrics.

The Contractor must provide an organization chart that includes their Quality Assurance structure, including how the Contractor will separate their operational team from their Quality Assurance team. The organizational chart must clearly map reporting lines and the management structure for both the operational team and the Quality Assurance team.

### **10.0 Performance Metrics Validation with OV&V**

FSSA contracts with an independent entity to provide OV&V. The Contractor will be expected to cooperate fully with the OV&V contractor. During the quality review process, both the Contractor and the OV&V contractor shall be expected to focus on the quality and accuracy of the end to end processes, and not individual tasks. Quality reviews are utilized for the sole purpose of performance measurement as well as an indication of how Contractor staff are processing cases.

The State has the option to require the Contractor to use quality systems, tools and processes, created and maintained by the State, for all quality reviews completed for the validation process. All quality review processes, systems, and tools must be reviewed and approved by the State prior to utilization.

The OV&V contractor will conduct quality reviews utilizing a State-approved statistically valid sampling method. The Contractor shall have the opportunity to review and rebut the OV&V contractor's quality review results of the vendor's metrics in accordance with the process described in Exhibit 2, Performance Metrics, I.3. If there is any dispute related to the validation of a performance metric, the dispute will be resolved by DFR, who will make the final decision.

The validated OV&V score will be the final metric score utilized by the State to determine Contractor's performance.

### **11.0 Quality Assurance Reporting**

The Contractor shall design and submit a quarterly summary report on QA activities. The QA report shall address, but not be limited to, the following QA initiatives and monitoring activities:

1. Areas of concern identified by Contractor's QA initiatives and monitoring activities, pertaining only to the Contractor's performance;
2. Corrective actions implemented, with outcomes summarized;
3. Corrective actions to be implemented with time frames;
4. Trends in worker performance;
5. Number of workers sent to remedial training;
6. Progress on correcting specific problems (CAPs, missed Performance Metrics, or other areas identified by the State); and
7. Resolution of all problems.

The Contractor shall include all relative aggregate and trended data collected during the QA and monitoring process in the QA quarterly report. The Contractor shall compare and indicate data collected to that of the prior quarter's report.

### **12.0 Reporting Requirements**

The Contractor must submit a Monthly Performance Report ("MPR") to the State Contract Manager with a thorough performance analysis by the 10<sup>th</sup> of the following month.

1. MPR Required Structure:
  - a. The MPR shall contain a detailed and comprehensive analysis of all RCC and CCC operations conducted in the preceding month.
  - b. The MPR shall include the Contractor's strategy for the following month, including how the Contractor will continue or improve upon their current performance.
  - c. The Contractor must ensure the MPR contains detailed written analyses, narratives, and corresponding graphics (e.g., charts, graphs, and/or tables) of the required elements (see 2. MPR Required Elements below).
  - d. In instances where the Contractor provides data, the Contractor must also provide all related historical data (from previous twelve (12) months), to allow DFR to examine trends over time.

In addition to the above, the report must include the following:

2. MPR Required Elements:
  - a. New Application volumes received by the Contractor, with any increases or decreases relative to previous month volumes;
  - b. Number of redetermination requests and completed redeterminations, with any increase or decrease relative to previous month volumes;
  - c. Call queue volumes offered and handled, with any increases or decreases relative to previous month volumes;
  - d. The total number of overtime hours worked, including State-mandated overtime hours and Contractor-assigned overtime hours
  - e. CCC Inventory and Productivity
  - f. CCC Backlog Reduction
  - g. Hearings and Appeals conducted by the CCC
  - h. Benefit Recovery and Fraud, including: new claims referral closed, new claims referral opened, new benefit recovery claims opened by category, new fraud referral tasks, fraud referral tasks closed, administrative disqualification hearing requests, bureau of investigation referrals, invalid suspected fraud tasks,

unsubstantiated incident reports, number of claims opened by category, and substantiated fraud, including referrals to Administrative Disqualification Hearing and prosecutor Detailed analysis (including narratives and graphics) of Performance Metrics, detailed in Exhibit 2

- i. Summary of arrests and convictions reported by staff
- j. Attrition Report summary – for each facility and listing reasons
- k. Summary Report of Client Complaints – type of complaints, total number, and number per facility (See section 4.1.2.F.k.)
- l. Number of staff who received remedial training and types of errors – total number and number per facility (See sections 4.1.1.C.f., 4.1.2.B.i., 4.1.2.D.h., 4.1.2.E.f., and 4.1.6.)
- m. Number of calls escalated to a supervisor – total number and number per facility (See sections 4.1.1.A.c and 4.1.2.A.k)
- n. Vacancy Information:
  - i. Number of vacancies statewide and broken out by RCC
  - ii. Number of staff in training to fill vacancies
  - iii. Number of vacancies that have not been filled within 45 days (statewide and broken out by RCC)
  - iv. Time to Fill Vacancies (statewide and broken out by RCC)
- o. Detailed analysis of KPIs, detailed in Exhibit 2
- p. Absenteeism calculation (broken out by RCC)
- q. Summary of QA Reviews (as defined by DFR) for each service location (for more information please see Exhibit 2, Section II.6.
- r. Monthly security breach/ disclosure incident report
- s. Turnover rate (minus positive attrition to the State or another vendor on this project) for the month and previous twelve months statewide and for each RCC.
- t. Monthly Staffing Report (in accordance with the State-approved template) as an attachment
  - i. This shall include the following information: the total number of staff working on the Contract for the month in each facility and/or in management and shared service roles, by their positions and/or titles as of the last business day of the month. This analysis must be broken out by RCC. For CCC staff, this analysis must be broken out by work area.

### **13.0 State Duties and Responsibilities**

- a. The State shall have and shall retain responsibility for eligibility determinations under each of the Programs.
- b. The State shall make and shall retain final authority with respect to any policy changes with respect to the Services as may be necessary to comply with applicable law or which the State, in its discretion, determines to be appropriate and in the best interests of the State and its citizens.
- c. The State shall establish staffing requirements for the number of ESs in the RCCs, including determining minimum and maximum staffing requirements for the Eligibility Specialist count in RCCs.
- d. The State shall allocate staff in the RCCs across locations, tasks, and operations.
- e. The State shall direct day-to-day operations and determine the allocation of staff between operations in the RCCs.

- f. The State shall maintain IEDSS and all other systems, programs, or applications (including the IVR system) that interface with IEDSS (collectively the “State Systems”) and shall ensure that the State Systems perform at an effective and efficient functionality level to support the delivery of the awarded Contractor’s Services. The State shall be responsible for the maintenance of IEDSS and all other systems, programs, and applications that interface with IEDSS and ensure that all State systems perform at an effective and efficient functionality level to support the delivery of the awarded Contractor’s Services. In addition, the State shall maintain systems that support State network and system access, including the State email system and Active Directory-facilitated email addresses, which the Contractor’s staff must use to communicate all information pertinent to DFR-owned data (e.g., PII, PHI, and other secure/protected data). The State shall provide the Contractor and appropriate Subcontractors with such access to the State Systems as is needed to perform the Services.
  
- g. The State shall provide at each CCC and RCC such software, hardware, equipment, cubicles, and fixtures within such facilities (the “Facility Assets”), as the State determines is necessary for the Contractor’s Eligibility Specialists to perform applicable Services for the Region in which the Facility is located.
  
- h. The State shall be responsible for the determination of whether hardware and software need to be refreshed. The State will be responsible for the provision of and refresh of all hardware and software (excluding any Contractor provided Software) related to State eligibility system in accordance with the State’s determination.
  
- i. The State will be responsible for providing all required State training as directed by DFR to Contractor staff. This does not include remedial training.

**14.0 State Eligibility System**

- a. The Indiana Eligibility Determination Services System (IEDSS) is the State eligibility system of record for Health Coverage, SNAP, and TANF in Indiana. IEDSS is the automated eligibility system used by the Division of Family Resources in the determination of eligibility for Indiana’s public assistance programs and provides relevant case management capabilities. This system is the Worker Portal, to be used in conjunction with the DFR Phone System (including IVR, Document Management, Call Centers, Service), for the Contractor to conduct all casework, as described within this Contract. IEDSS and the DFR Phone System support all aspects of eligibility determination support as well as call center activities, task management, reporting, benefit recovery processing, hearings & appeals processing, and fraud reporting.

**15.0 Amendments**

The parties agree that the development of a Transition Plan, during the Transition Period commencing April 1, 2022, may result in identification of operational adjustments in the interest of efficient and effective delivery of services. During the Term of the Contract, each party reserves the right to review the Scope, Performance Standards, and associated Fees, and make recommendations for reasonable adjustments as business processes evolve or opportunities for operational efficiency are identified. Upon presentation of such recommendations, both parties agree to enter into discussions in good faith to evaluate and assess the proposed modifications and amend the Contract as necessary. If agreement cannot be reached, the parties will abide by Contract Section 16: Disputes.

**EXHIBIT 2**  
**Performance Metrics**

**I. Administration**

1. On or before the 15<sup>th</sup> of each month, the Contractor shall invoice the State for 80% of the Contractor's monthly invoice amount for the previous month. The remaining 20% shall be withheld pending resolution of Contractor's overall performance against all Performance Metrics as described below in Section II.
  - a. The monthly amount billed for facilities (including lease costs and operating expenses) will not be subject to the above stated withhold.
  - b. During the first three months of the operational period that begins January 1, 2023,
    - i. No withholds will occur for the time period of January 2023 through March 2023 to allow new vendor an opportunity to become familiar with Timeliness, Quality, and Staffing Performance Metrics.
  - c. During the second three months (i.e., months 4-6) of the operational period that begins on January 1, 2023,
    - i. No withholds will occur for failure to meet Staffing Performance Metrics for the time period of April 2023 through June 2023 to allow new vendor an opportunity to ramp up to meet Staffing Performance Metrics.
    - ii. Withholds may occur related to Timeliness, Quality Performance and QA Metrics.
  - d. Effective July 1, 2023, all Performance Metrics will be subject to potential withholds.
2. Following verification of the Contractor's overall performance against Performance Metrics, the invoice amount may be subject to permanent withhold:
  - a. If the Contractor meets all Performance Metrics in a single month, 0% of the invoice amount will be permanently withheld.
  - b. If the Contractor fails to meet one (1) Metric in a single month, 10% of the invoice amount will be permanently withheld.
  - c. If the Contractor fails to meet two (2) Metrics in a single month, 15% of the invoice amount will be permanently withheld.
  - d. If the Contractor fails to meet three (3) or more Metrics in a single month, 20% of the invoice amount will be permanently withheld.
3. Assessment of Contractor's success or failure to achieve Quality Metrics shall be performed by the State or a designated State contractor, including but not limited to, the State's Operational Verification and Validation (OV&V) contractor. The OV&V contractor will conduct an initial review of a statistically valid sample. Such statistically valid sample

will exclude all types of work completed in Production<sup>1</sup> by 1) individuals while in training, and 2) individuals who have graduated from training and passed the Gateway examinations for a period of ninety (90) days after graduation. The Contractor may rebut the OV&V contractor's findings within ten (10) business days after receipt of the OV&V contractor's report. This rebuttal must be sent to the OV&V contractor and include all relevant documentation; no additional rebuttal documentation will be accepted after ten (10) business days following the receipt of the OV&V contractor's report. If the Contractor and the OV&V contractor are unable to reach agreement during the rebuttal process, DFR will make the final determination. DFR will have ten (10) business days to review the Contractor's rebuttal and relevant documentation before making a determination. DFR's determination regarding the rebuttal will be final.

4. The validated OV&V score (or, if applicable, the rebutted score as determined by DFR) will be the final metric score utilized by the State to determine Contractor's performance. Note: as stated in I.3. above, the final validated score will exclude scores for all types of work completed in Production by 1) individuals while in training, and 2) individuals who have graduated from training for a period of 90 days after graduation.
  - a. The State or designated State contractor including but not limited to the OV&V contractor will be responsible for providing necessary IEDSS data to support the measurement of metrics.
5. Subject to the approved Waiver and Earn Back provisions below and following verification of Contractor's overall performance against all Performance Metrics, Contractor may invoice the State for the applicable amount of withheld funds. For example, if Contractor successfully meets all Metrics requirements for January and verification is completed in February, the 20% portion of the January invoice that was withheld may be claimed with the February invoice. Conversely, if Contractor fails to meet two (2) Metrics requirements for January and verification is completed in February, 5% of the January invoice that was withheld may be claimed with the February invoice. The remaining 15% to be permanently retained by the State. Withheld amounts permanently retained by the State under this provision are not penalties, but rather the payment of lower amounts for lower quality performance.
6. The Contractor shall submit the Monthly Performance Report no later than the (tenth) 10<sup>th</sup> calendar day of the following month to DFR Executive Management and the IEMP email address: [IEMPState\\_Review.FSSA@fssa.IN.gov](mailto:IEMPState_Review.FSSA@fssa.IN.gov) and include [Performance Metrics results in the](#) Monthly Performance Report (see Section 12 of Exhibit 1 - Scope of Work for more details on the contents of the Monthly Performance Report).
7. If Contractor fails to meet the requirements for one or more Performance Metrics ("missed Performance Metric(s)") or for any other reason, the State may request that the Contractor submit a Corrective Action Plan (CAP) to the State within ten (10) calendar days following a written request from the State. The State shall review and make reasonable efforts to approve the CAP within ten (10) calendar days of the CAP being received.

---

<sup>1</sup> Production shall mean work performed by an Eligibility Specialist who is fully trained to complete all work as defined in the Scope of Work within this Contract and have passed the Gateway examinations prior to accessing any eligibility system, aside from production work during training.

8. **Waiver Requests** - If any events occur that Contractor believes adversely and materially affected its ability to meet any of its Staffing, Timeliness, and QA Review Performance Metrics numbers 1 through 13, and 19 through 22 and Quality Performance Metrics 14 through 18, due to causes outside of Contractor's control, including but not limited to, the State, including its subcontractors, not fulfilling the State's duties under the Contract, including but not limited to the items listed under sections 13 and 14 of Exhibit 1 (Scope of Work), or any Force Majeure Events as defined in Section 20 of the Boilerplate Contract, Contractor may submit a request for a waiver from meeting the affected Performance Metric(s) with the Monthly Performance Report (MPR) applicable to the month for which the Timeliness, Staffing and QA Review Performance Metric(s) were missed or within ten (10) calendar days after receipt of written notice that a Quality Performance Metric(s) were missed.

If Contractor submits a waiver request, it has the burden to establish materiality and provide specific and detailed facts that the event(s) described above were the proximate cause of the Contractor's inability to meet any of its Performance Metrics.

The DFR Director or their designee will make a reasonable effort to respond in writing within ten (10) calendar days.

9. **Earn-Backs**- If Maximus misses one or more of the Timeliness, Staffing Performance or QA Metrics 1 through 13, and 19 through 22 in a given month, but then meets the missed Performance Metric(s) in either of the two following months, Maximus may be eligible to invoice for the withheld amount(s) related to the missed Performance Metric(s). The invoicing would be dependent upon the total of other Performance Metrics missed in that given month and the ability to invoice would occur only after the conclusion of the validation process for the Quality Performance Metrics for that given month.

For example, if Maximus misses Timeliness Performance Metric 19 in January and does not miss any Quality Performance Metrics, misses the Timeliness Performance Metric again in February, but meets the Timeliness Performance Metric in March, it may be eligible to invoice for the withhold related to Timeliness Performance Metric 19 that it missed in January and February after the conclusion of the validation process for the quality Performance Metrics for January and February.

If Maximus misses one or more of the Quality Performance Metrics 14 through 18 in a given month, but then meets the missed Performance Metric(s) the following month or the month following the month it received notice of the validated, missed Performance Metric(s), Maximus may be eligible to invoice for the withheld amount(s) related to the missed Performance Metric(s). This would be dependent upon any other Performance Metrics being missed in that given month.

For example, if Maximus misses Quality Performance Metric 14 in January but meets the Performance Metric in February as determined by the validation process by the end of March, it may be eligible to invoice for the withhold for Quality Performance Metric 14 that it missed in January. Or if instead of February, the Quality Performance Metric is met in March as determined by the validation process by the end of April, it may be eligible to invoice for the withhold related to Quality Performance Metric 14 that it missed in January and February.

## **Performance Metrics**

### **1. Definitions**

- a. Business days are defined as State working days.
- b. Non-business days are defined as weekends and State holidays.
- c. A due date is the calendar or business day when a particular activity or task is due. In the event that the Performance Metric is measured against a calendar day due date, and the due date would have fallen on a non-business day, then the due date is considered to be the previous business day. A due date is implied when requirements below note a particular activity or task is to be completed within a particular number of calendar or business days.

### **2. Quality Reviews**

- a. The OV&V contractor will at the request of the State focus up to 50% of all monthly quality reviews upon a specific element.

### **3. CCC Timeliness Metrics**

#### **a. Applications Processing in the CCC**

1. 98% of all applications shall be reviewed, and scheduled when required, within two (2) business days of receipt of the initial application task. Note: Though it shall have no bearing on the Performance Metric, the State shall be notified of the lack of available scheduling slots within the State's lead time goal of ten (10) calendar days, in which the State shall have one (1) business day to resolve issue.
2. 99% of all applications shall be reviewed, and scheduled when required, within five (5) business days of receipt of task. Note: Though it shall have no bearing on the Performance Metric, the State shall be notified of the lack of available scheduling slots within the State's lead time goal of ten (10) calendar days, in which the State shall have one (1) business day to resolve issue.
3. 98% of SNAP applications determined to be entitled to an expedited appointment are scheduled within one (1) business day of the receipt of the application task.
4. 99% of SNAP applications determined to be entitled to an expedited appointment are scheduled within two (2) business days of the receipt of the application task.
5. 98% of all documents without a barcode will be timely indexed, classified, and entered into database; or identified as a document which cannot be indexed, within two (2) business days of receipt from document center.
6. 99% of all documents without a barcode will be timely indexed, classified, and entered into database; or identified as a document which cannot be indexed, within five (5) business days of receipt from document center.

#### **b. Benefit Recovery and Claims Processing in the CCC**

7. Not less than 95% of all benefit recovery referrals shall be evaluated and processing initiated within thirty (30) calendar days from date of referral.
8. Not less than 95% of all suspected fraud referrals have been evaluated (cross-checking data within State systems to determine if information is



known) and an Incident Report created within ten (10) business days of the date of referral.

9. Not less than 95% of all evaluated suspected fraud referrals will have a CODY case established within (10) business days of the Incident Report being created.
10. Not less than 90% of all DFR CODY cases created in CODY shall be completed or referred to the Compliance Division on or before the 60<sup>th</sup> calendar day from the CODY case creation date.
11. Not less than 90% of all CODY cases created with referral type "COMP" that have been completed in a report month shall be completed on or before the 60<sup>th</sup> calendar day from the last return date "from compliance" in CODY.
12. Not less than 90% of all SNAP and TANF Agency and Client Error Claims will be opened or cancelled by the end of the quarter following the quarter of the discovery date (SNAP) or referral date (TANF).
13. Not less than 95% of all SNAP and TANF IPV claims shall be opened and disqualifications entered and Claim Error type changed to IPV within ten (10) business days of the receipt or by recur run in the month which the court decision is issued; administrative decision is issued; or IPV waiver is received.

#### **4. CCC/RCC Quality Metrics**

##### **a. Application Processing**

14. The average accuracy rate for Health Coverage Only (excluding ABD) applications processed by the Contractor in a given month will exceed 95%.

##### **b. Redeterminations and Change Processing**

15. The average accuracy rate for case changes in a given month will exceed 95%. Changes would include the following:
  - a) Client non-Phone changes
  - b) Client Phone changes
  - c) Interim Report forms
  - d) System (non-client) generated tasks
16. The average accuracy rate for all Health Coverage Only redeterminations processed by the Contractor in any given month will exceed 95%.

##### **c. RCC Call Center**

17. The average accuracy rate for call handling and staff resolution of all issues raised during a telephone call ("One Call Resolution") will exceed 95%.

##### **d. CCC Call Center**

18. 95% of applications received will be screened and scheduled correctly.

## **5. RCC Staffing Metrics**

19. The Contractor shall maintain no less than the minimum staffing requirement of Eligibility Specialists dedicated to the RCC<sup>2</sup>. The minimum staffing requirement shall be calculated, as of the last business day of the month, by the number of Eligibility Specialists scheduled to work in production.
20. The Contractor shall fill vacancies for RCC staff within forty-five (45) calendar days unless otherwise agreed to by the Deputy Director of Operations or Designee. A position is considered vacant when a Contractor Staff is no longer working in the RCC and ends when a replacement is identified and starts work or is attending training.
  - i. The Time to Fill metric will not include time in excess of five (5) calendar days it may take Indiana State Police to return the Indiana State Police fingerprinting results to Contractor, and
  - ii. The Time to Fill metric will not include time for when a position is placed "on-hold" by Deputy Director of Operations or Designee.

## **6. RCC Quality Assurance Review Metrics**

21. Contractor's Quality Assurance (QA) Team shall complete two QA Reviews per month for each Eligibility Specialist who has completed initial training. Reviews shall utilize an evaluation tool and review methodology provided by DFR.
22. A detailed summary report shall be provided to each Regional Manager and/or their designee by the tenth (10<sup>th</sup>) of the following month and contain a rolling twelve-month cumulative analysis of 1) each individual's, 2) unit's, and 3) RCC's performance. Additionally, a summary report of QA Reviews, as defined by DFR, for each RCC and the State as a whole shall be provided with Contractor's Monthly Performance Report.

## **III. Key Performance Indicators (KPIs)**

### **1. RCC Call Center Key Performance Indicators (KPIs)**

1. Across all call queues, including the Health Coverage Call Queue and the Non-IN RCC call queue, the monthly average speed to answer time for live agents to answer time incoming calls shall not exceed 150 seconds (2 min, 30 seconds).
2. Across all call queues, a live agent shall answer 80% of incoming calls in a given month within 60 seconds (1 minute). Calls abandoned within the first fifteen (15) seconds following completion of any IVR messages are excluded from the above measurement.
3. Across all call queues, including the Health Coverage Call Queue and the Non-IN RCC call queue, the monthly average abandonment rate shall not exceed 5%. An abandoned call is a call that is discontinued by the customer while waiting for a live agent after completion of any IVR messages. Calls abandoned within the first fifteen (15) seconds following

---

<sup>2</sup> The minimum staffing requirement and the hours worked by an Eligibility Specialist are as defined in section 4.1 D. of Exhibit 1 Scope of Work.

completion of any IVR messages are excluded from the above measurement.

4. In any given calendar week the average abandonment rate shall not exceed 7%. An abandoned call is a call that is discontinued by the customer while waiting for a live agent after completion of any IVR messages. Calls abandoned within the first fifteen (15) seconds following completion of any IVR messages are excluded from the above measurement.

**2. CCC Staffing Key Performance Indicator (KPI)**

5. The Contractor shall fill vacancies for CCC staff within forty-five (45) calendar days unless otherwise agreed to by the Deputy Director of Operations or Designee. A position is considered vacant when a Contractor Staff is no longer working in the CCC and ends when a replacement is identified and starts work or is attending training.
  - i. The time to fill will not include time in excess of five (5) calendar days it may take Indiana State Police to return the Indiana State Police fingerprinting results to Contractor, and
  - ii. The time to fill will not include time for when a position is placed “on-hold” by Deputy Director of Operations or Designee.

**EXHIBIT 3  
Pricing**

Total remuneration under this Contract shall not exceed \$425,896,208.00. The below tables outline the payment schedules and fees for each component of the Contract. Payment will be subject to the terms detailed in the Scope of Work Exhibit. In addition to the above, the total remuneration under this Contract for facilities costs, including operating expenses, will not exceed an additional \$16,170,447.75, which is a pass-through cost to the State. The total remuneration, including the pass-through costs, is \$442,066,655.75.

**Table 1: Initial Transition Period Costs**

State Fiscal Year	Description	Not To Exceed (NTE) Amount
2022	Month 1 Initial Transition Costs	\$121,739.68
2022	Month 2 Initial Transition Costs	\$121,739.68
2022	Month 3 Initial Transition Costs	\$212,881.69
2023	Month 4 Initial Transition Costs	\$362,614.99
2023	Month 5 Initial Transition Costs	\$362,614.99
2023	Month 6 Initial Transition Costs	\$3,078,052.39
2023	Month 7 Initial Transition Costs	\$6,403,546.73
2023	Month 8 Initial Transition Costs	\$6,153,524.50
2023	Month 9 Initial Transition Costs	\$7,151,461.79

**Table 2A: RCC Staffing Rates**

Position	Operational Year 1	Operational Year 2	Operational Year 3	Operational Year 4
Trainee	\$33.38	\$34.30	\$35.13	\$36.38
Fully Trained ES	\$33.88	\$34.80	\$35.63	\$36.88
Fully Trained ES working State-mandated overtime	\$47.44	\$48.72	\$49.88	\$51.63

**Table 2B: Maximum RCC Costs**

State Fiscal Year	Description	NTE Amount
2023	RCC Operations	\$35,781,616.50
2024	RCC Operations	\$72,530,501.62

2025	RCC Operations	\$74,374,935.64
2026	RCC Operations	\$76,573,226.04
2027	RCC Operations	\$38,947,175.52

**Table 3: CCC Costs**

State Fiscal Year	Description	NTE Amount
2023	CCC Operations	\$12,221,827.62
2024	CCC Operations	\$25,191,544.60
2025	CCC Operations	\$26,189,567.10
2026	CCC Operations	\$26,668,743.51
2027	CCC Operations	\$13,448,893.40

**Table 4: Facilities Costs\*:**

State Fiscal Year	Description	NTE Amount
2023	RCC Region 1 – 10 Facilities Lease Costs and Operating Expenses	\$3,211,560.41
2024	RCC Region 1 – 10 Facilities Lease Costs and Operating Expenses	\$3,702,539.24
2025	RCC Region 1 – 10 Facilities Lease Costs and Operating Expenses	\$3,702,539.24
2026	RCC Region 1 – 10 Facilities Lease Costs and Operating Expenses	\$3,702,539.24
2027	RCC Region 1 – 10 Facilities Lease Costs and Operating Expenses	\$1,851,269.62

\*Please note that facilities costs, including operating expenses, are pass-through costs.

**Summary: Fiscal Year Breakdown with Facilities Pass-Through Costs**

State Fiscal Year	NTE Amount
2022	\$456,361.05
2023	\$74,726,819.93
2024	\$101,424,585.46
2025	\$104,267,041.98
2026	\$106,944,508.79
2027	\$54,247,338.54
<b>TOTAL</b>	<b>\$442,066,655.75</b>