

PROFESSIONAL SERVICES CONTRACT

Contract #00000000000000000069986

This Contract ("Contract"), entered into by and between Indiana Department of Insurance (the "State") and ONPOINT HEALTH DATA (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 the following services relative to this Contract: Design, Development and Implementation (DDI), and system maintenance and operations of the All-Payer Claims Database, as set forth in Exhibit 1 – Scope of Work, Exhibit 2 – Software as a Service (SaaS) Terms, Exhibit 3 – Service Level Agreements, and Exhibit 4 – Pricing.
- 2. Consideration.** The Contractor will be paid at the rates described in Exhibit 4 for performing the duties set forth above. Total remuneration under this Contract shall not exceed \$8,246,081.53.
- 3. Term.** This Contract shall be effective for a period of four (4) years. It shall commence on January 01, 2023 and shall remain in effect through December 31, 2026.
- 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 to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of any federal, state or local statute, ordinance, rule or regulation.

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

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

13. Continuity of Services.

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

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

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

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

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

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

14. Debarment and Suspension.

A. The Contractor certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.

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

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

16. Disputes.

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

B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute.

Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the State for such costs.

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

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

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

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

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

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

A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;

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

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

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

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

C. The Contractor shall require his/her/its subcontractors, who perform work under this Contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

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

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

20. Force Majeure. In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force

Majeure Event"), the party who has been so affected shall immediately or as soon as is reasonably possible under the circumstances give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

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

24. Indemnification. The Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all third party claims and suits (including court costs, attorney's fees, and other expenses incurred in defending against such claims and suits) to the extent 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 Contractor 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:

IVOSB	COMPANY NAME	PHONE	EMAIL OF CONTACT PERSON	PERCENT
IVOSB	Vespa Group LLC	(410) 533-6247	vespa@vespa-group.com	3.22%

Briefly describe the IVOSB service(s)/product(s) to be provided under this Contract and include the estimated date(s) for utilization during the Contract term:

To provide data architecture and security support and consulting services throughout the contract.

A copy of each subcontractor agreement must be submitted to the Division of Supplier Diversity within thirty (30) days of the effective date of this Contract. The subcontractor agreements may be uploaded into Pay Audit (Indiana's subcontractor payment auditing system), emailed to IndianaVeteransPreference@idoa.IN.gov, or mailed to IDOA, 402 W. Washington Street, Room W-462, Indianapolis, IN 46204. Failure to provide a copy of any subcontractor agreement may be deemed a violation of the rules governing IVOSB procurement and may result in sanctions allowable under 25 IAC 9-5-2. Requests for changes must be submitted to IndianaVeteransPreference@idoa.IN.gov for review and approval before changing the participation plan submitted in connection with this Contract.

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

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

27. Information Technology Enterprise Architecture Requirements. If this Contract involves information technology-related products or services, the Contractor agrees that all such products or services are compatible with any of the technology standards found at <https://www.in.gov/iot/policies-procedures-and-standards/> 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.

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 James Harrison, President/CEO.

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 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 or WBE	COMPANY NAME	PHONE	EMAIL OF CONTACT PERSON	PERCENT
WBE	Briljent, LLC	(312) 520-5526	nblake@briljent.com	11.12%
MBE	Rocketbuild LLC dba Haystack Consulting	(317) 402-8388	chriso@hstk.com	8.36%

Briefly describe the MBE and/or WBE service(s)/product(s) to be provided under this Contract and include the estimated date(s) for utilization during the Contract term:

Briljent will provide project management, stakeholder engagement, and training support services. Haystack Consulting will be responsible for building the web design and integration for the public facing consumer website.

A copy of each subcontractor agreement must be submitted to the Division of Supplier Diversity within thirty (30) days of the effective date of this Contract. The subcontractor agreements may be uploaded into Pay Audit (Indiana's subcontractor payment auditing system), emailed to MWBECompliance@idoa.IN.gov, or mailed to Division of Supplier Diversity, 402 W. Washington Street, Room W-462, Indianapolis IN 46204. Failure to provide a copy of any subcontractor agreement may be deemed a violation of the rules governing MBE/WBE procurement and may result in sanctions allowable under 25 IAC 5-7-8. Requests for changes must be submitted to MWBECompliance@idoa.IN.gov for review and approval before changing the participation plan submitted in connection with this Contract.

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

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

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

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

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

A. Notices to the State shall be sent to:

Jonathan Handsborough
Executive Director
311 W. Washington Street, Suite 103
Indianapolis, Indiana 46204
E-mail: jhandsborough@idoi.in.gov

Indiana Department of Insurance - Legal Department
C/O Legal Department
311 W. Washington Street, Suite 103
Indianapolis, Indiana 46204
Email: doi@idoi.in.gov

B. Notices to the Contractor shall be sent to:

James Harrison
President/CEO
75 Washington Avenue, Suite 1E
Portland, ME 04101
E-mail: jharrison@onpointhealthdata.org

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 #22-70302, (4) Contractor's response to RFP #22-70302, 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.

C. The System is and shall remain the sole and exclusive property of Onpoint. "System" means the Onpoint Documentation, Onpoint Know-How, Onpoint CDM, and Improvements, including all patent, copyright, trademark, trade secret, and other proprietary and intellectual property rights embodied therein. "Onpoint Documentation" means the user manual and training materials concerning the Onpoint CDM, in printed or electronic format, that Onpoint has provided or will provide to State or the Data Supplier, as updated from time to time. "Onpoint Know-How" means Onpoint's proprietary extract, transform, and load procedures, data validations, algorithms, and unique database formats and schemas, any or all of which are incorporated into the System. "Onpoint CDM" means the Onpoint Claims Data Manager System (CDM) described in the Statement of Work, including, without limitation, all internal processing and reporting systems, data enhancements, analytic measures, and hardware, external interfaces, and tracking, communication, and administration features thereof, as well as all Onpoint Know-How, software, code, and/or algorithms incorporated therein, each as updated from time to time. "Improvements" means all updates, upgrades, modifications, customizations, enhancements, error corrections, and other changes to and derivative works based on the Onpoint CDM and Onpoint Documentation conceived, made, or developed by or for either party. Improvements shall not constitute a "work made for hire" within the meaning of U.S. copyright law.

For avoidance of doubt, no right, title, or interest in the System, including, without limitation, Improvements, is granted or otherwise transferred by Onpoint to State pursuant to this Agreement, provided that, subject to the terms and conditions of this Agreement, State shall have those rights to use the System as set forth in this Agreement. State shall cooperate with Onpoint in protecting the copyrights, patents, trademarks, trade secrets, and other proprietary rights of Onpoint relating to the System.

Subject to the terms, conditions, and limitations of this Agreement, and provided that there is not Default by State, Onpoint hereby grants to State the non-exclusive, non-transferable right and

license during the term of the Agreement to: (a) designate authorized users to access and use the System for the purposes contemplated herein; which authorized users will be permitted by Onpoint to use the System; and (b) use, reproduce and distribute copies of the Onpoint Documentation solely in support of State's use of the System. State shall not (i) use the System in any manner which is not expressly authorized by this Agreement or which violates any applicable law; (ii) copy or reproduce the System, in whole or in part; (iii) modify, translate, or create derivative works of the System; (iv) reverse engineer, decompile, disassemble, or otherwise reduce the System to source code form; (v) distribute, sublicense, assign, share, timeshare, sell, rent, lease, grant a security interest in, use for service bureau purposes, or otherwise transfer the System or State's right to access and use the system; or (vi) remove or modify any copyright, trademark or other proprietary notice of the System or its licensors. ALL RIGHTS NOT EXPRESSLY GRANTED HEREUNDER ARE RESERVED TO ONPOINT AND ITS LICENSORS.

Notwithstanding the above, upon Contract expiration, database content must be transitioned to a successor (the State or another contractor).

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

50. State Boilerplate Affirmation Clause. I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained in the *2022 SCM Template*) in any way except as follows:

24. Indemnification. - Modified

36. Ownership of Documents and Materials. - Modified

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.

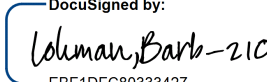
ONPOINT HEALTH DATA

DocuSigned by:
By: 
10BBC83A21AD471...

Title: President/CEO

Date: 1/6/2023 | 15:26 EST

Indiana Department of Insurance

DocuSigned by:
By: 
EBF1DFC80333427...

Title: CFO

Date: 1/9/2023 | 07:42 EST

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

Exhibit 1 - Scope of Work

1. Background, General Requirements, and Key Definitions

Exhibit 1 - Scope of Work of this Contract (“Contract”), entered into by and between the Indiana Department of Insurance (“IDOI” or the “State”) and Onpoint Health Data (the “Contractor” or the “Administrator”), outlines the services to be provided by the Administrator.

1.1 Background

During the 2020 legislative session, the Indiana General Assembly created the All Payer Claims Database (“APCD”) in Title 27 ([Indiana Code Sec. 27-1-44.5](#)). Pursuant to Indiana Code Sec. 27-1-44.5-4, passed during the 2021 legislative session, the IDOI shall enter into a contract with an entity to act as an administrator of the database and develop the database.

The APCD shall be a large-scale database that collects and aggregates significant amounts of data, including but not limited to, eligibility data, medical claims, pharmacy prescription drug claims, non-fee-for-service information, and health care provider data. The APCD’s purpose shall be to facilitate the following:

1. Identifying health care needs and informing health care policy.
2. Comparing costs between various treatment settings and approaches.
3. Providing information to consumers and purchasers of health care.
4. Improving the quality and affordability of patient health care and health care coverage.

1.2 Key Definitions

Key definitions referenced in this Exhibit are defined below.

Document Terms	Definition
Administrator	Contractor; the entity the State enters into a contract with to provide the services described in the Contract
Advisory Board	See Indiana Code Section 27-1-44.5-0.4 for definition
Development	Creating / Coding a totally new solution or substantial new functionality within the Administrator’s solution to meet defined State requirements.

DQVs	Data quality validations
Customization	Adding or modifying code within an existing solution to meet specific State requirements.
Configuration	Modifying a solution without adding / modifying code to meet specific State requirements.
Enhancement Pool	A group of hours built into the Contract reserved for system improvement or adaptation
Executive Director	See Indiana Code Section 27-1-44.5-1.2 for definition
Health Payer	See Indiana Code Section 27-1-44.5-2 for definition
Hosting	Owning / Maintaining the Information Technology infrastructure required to house the solution, database, and other technologies required by the solution.
Onpoint Analytic Environment	Onpoint's secure, cloud-based environment that offers role-based access to APCD data and analytic tools for credentialed users
Onpoint CDM	Onpoint Claims Data Manager (CDM), a proprietary APCD platform that spans data collection, integration, enhancement, and extract services
Project Management	Using specific knowledge, skills, tools, and techniques to deliver something of value to people.
Maintenance	Modifying an existing application via customization or configuration changes to correct issues or to enhance performance / usability to meet current and ongoing State requirements.
Testing	Confirming through a multi-phased process, that the solution delivered as part of the project meets the requirements and does so with the expected and acceptable level of quality.

Training	Delivering activities that enable users to effectively and efficiently leverage the solution in a manner needed for success.
Submitter	An entity that submits data to the APCD.
Support	Providing help desk functions to solution users via phone, e-mail, live support software, or a website and ensuring the solution is available for use to meet state expectations.
Post Go-Live Support	Enhanced support for a short period of time directly after the project go-live to help expedite the stabilization of the solution (often called hyper-care).

1.3 General Administrator Requirements

The Administrator shall have the expertise in the design, development, testing, project management, implementation, and operations of a large claims database. The Administrator shall have experience in the implementation, planning, design and analysis of databases and technical infrastructure that collect, create, and receive insurance and plan claims data and other non-fee-for-service information from all Submitters into a statewide information repository. The Administrator shall have the experience, capacity, and technical infrastructure necessary to collect and secure data from various Submitters, including a proven track record for performing consumer price transparency and other consumer-oriented information as a product. The Administrator shall have robust data encryption and member anonymization capability in accordance with the Health Insurance Portability and Accountability Act (42 U.S.C. 201 et seq.), as amended (“HIPAA”).

The Administrator must currently be or agree to become a Center for Medicare and Medicaid Services (CMS) approved Custodian under a Data Use Agreement and Data Management Plan (for more information see: <https://requests.resdac.org/request-material-tool>). The Administrator must agree to be responsible for accepting, storing, and processing Medicare claims and eligibility data containing PHI. The Administrator must agree to the non-negotiable terms and conditions required by CMS to act as a data custodian and must currently be or agree to become a CMS Qualified Entity in the future if the State decides to pursue this option (QE; <https://www.qemedicaredata.org/>).

The Administrator shall deliver an end-to-end solution that addresses implementation planning, submitter onboarding, data collection and validation, analytic enhancement (e.g., consolidation, master patient and provider indexes, analytic use flags, groupers, measures), data extraction, and data product generations.

The Administrator shall deliver data integration services through a Software as a Service (SaaS) model, which enables cost-effective access by clients and data submitters to a data integration solution called “Onpoint CDM” (Claims Data Manager). Onpoint CDM, a proprietary APCD platform, will span data collection, integration, enhancement, and extract services, and include a library of thousands of data quality validations (“DQVs”).

In addition, the Administrator shall deliver a secure and highly performant cloud-based Analytic Environment (“Onpoint Analytic Environment”) that features a suite of analytic tools to meet the needs of the State. The Administrator shall design and launch a public-facing transparency website that delivers timely data to consumers and other stakeholders regarding the cost of common services and quality of care being delivered by providers across the State.

2. Solution and Administrator Requirements

2.1 Administrator Duties and Responsibilities

At a high-level, the Administrator’s duties shall include the following:

1. Prioritizing security and protection of personal identifiable information (“PII”) and protected health information (“PHI”) data, considering the volume and the sensitivity of the data hosted within the APCD data warehouse;
2. Defining infrastructure needs and developing a sustainability plan;
3. Drafting a data submission guide
4. Collecting, managing, analyzing and hosting an online data submission portal or a proposed equivalent;
5. Collecting, storing, managing, and hosting all data collected by the APCD in an Administrator-developed centralized data warehouse or proposed equivalent;
6. Securing and streamlining data collection and aggregation;
7. Performing claims editing and business processing;
8. Performing data analytics and providing analytical tools and access to the end users;
9. Providing datasets and reports;
10. Furnishing data access for State-approved users;

11. Providing a consumer facing health care cost and quality decision support mobile-friendly website that are free to use and allow the public to view the average negotiated charges by each health carrier for specific health care services provided by an individual health care provider, as well as the quality metrics for facilities and health care providers for specific services;
12. Presenting data to allow for comparisons of geographic, demographic, and economic factors and institutional size;
13. Presenting data in a consumer-friendly manner in accordance with the Assistive Technology Policy (Section 508).

The Administrator, with input from the Executive Director and the Advisory Board:

1. Shall ensure the security of the data
2. Shall protect the privacy of the data in compliance with State of Indiana and federal law
3. Shall incorporate and utilize publicly available data other than administrative claims data if necessary to measure and analyze a significant health care quality, safety, or cost issue that cannot be adequately measured with administrative claims data alone
4. Shall ensure uniform data collection and determine the data elements to be collected, the reporting formats for data submitted, and the use and reporting of any data submitted, which shall align with national, regional, and other uniform all payer claims databases' standards where possible
5. Shall audit the accuracy of all data submitted and shall provide audit results in a report format agreed upon by the State of Indiana
6. Shall collect, aggregate, distribute, and publicly report performance data on cost, utilization, and pricing in a manner accessible for consumers, public and private purchasers, health care providers, and policymakers
7. Shall share data nationally or help develop a multistate effort if recommended by the Advisory Board
8. Shall share data for research and publication purposes if approved by the Advisory Board

The Executive Director will be dedicated to this project and support the Administrator throughout the duration of the Contract. IDOI subject matter experts may be made available to the Administrator on an as-needed basis.

3. Design, Development, and Implementation

The Administrator must design, develop, and implement an APCD that meets all expectations listed in the Scope of Work. The APCD will be used for the

collection of health insurance information, potentially including claims for all Submitters, into a single statewide repository.

In order to design, develop, and implement the System, the Administrator shall utilize a State-approved methodology. The Administrator shall propose a methodology (e.g., waterfall, agile) that best meets the needs and resource constraints of the State.

The Administrator's System shall have a network and database model (including an architectural diagram that outlines hardware/infrastructure required for the solution to operate) that is approved by the State.

It is estimated that there will be roughly 8-10 internal users (with access to enter and process information) of the APCD. These internal users do not include individuals with access to the consumer website. However, regardless of the number of individuals accessing the consumer website or internal users, the APCD must be scalable with no impact to performance. Additionally, the Administrator must ensure the APCD has storage technology and size sufficient to sustain all data. The data shall be subject to data retention policies that will be developed at a later date.

The Administrator shall begin by providing technical assistance and expertise to the IDOI during the planning process for development of the database. This shall involve requirements gathering, which consists of defining, reviewing, confirming, validating, elaborating, and understanding the State's requirements, along with adding any other necessary solution requirements.

The Administrator shall then commence design planning and the development of design documents for the State's approval. The Administrator shall have established coding standards and methods that will be utilized during the design and development of the solution. The Administrator shall then complete all necessary remaining steps to develop and deploy the database. The Administrator shall develop an implementation strategy and Test Plan (for more information, please see Section 8.1.2) that accounts for all key steps, considerations, and contingencies.

The Administrator shall complete the following activities to ensure successful deployment:

- Provide access to nonproduction environments for Onpoint CDM (including submitter testing), the Analytic Environment, and the public facing consumer website to the State team for implementation
- Inform IDOI of any technical preparation needed for implementation
- Develop all necessary Standard Operating Procedures and Checklists on state-approved templates
- Execute all State-approved activities in the Test Plan

- Conduct a walkthrough of implementation activities with the State team
- After the walkthrough, review the success of the walkthrough, objectives, lessons learned, user readiness, and operational readiness and determine whether to move forward with implementation
- Provide system support and address any issues needed throughout implementation
- Deliver a Formal System Acceptance Report
- Validate the system meets all security and technology requirements located: <https://www.in.gov/information-security-framework/>

Throughout design, development, and implementation, the Administrator must ensure the APCD prioritizes security and protection of personal identifiable information (“PII”) and protected health information (“PHI”) data (subject to HIPAA where applicable). The APCD must have a network and database model that aligns with the State’s vision, as well as backup and recovery protocols and processes to protect all data. The Administrator must have a plan and strategy to manage unstructured data elements (e.g., emails, imaged documents, forms, reports, etc.).

4. Security and Privacy

4.1 Data Maintenance Services, Security, and Privacy

The Administrator shall employ security measures that ensure the APCD and the data collected by the APCD and information are protected. The Administrator shall ensure that the data collected by the APCD will only be used or included in book-of-business benchmarking data when combined with a significant amount of data from other sources to ensure confidentiality. The Administrator shall ensure that data collected by the APCD will never be released in any form to anyone without the State’s written consent. The Administrator shall be solely liable for all costs associated with any breach of the data collected by the APCD that is housed at the Administrator’s location(s) including but not limited to notification and any damages assessed by the courts.

The Administrator shall not release or use data or information obtained in its capacity as a collector and processor of the data for any purposes other than those specifically authorized by the IDOI. The Administrator shall comply with the requirements of HIPAA when applicable to the collection, storage, and release of health care data and other information.

The Administrator must be compliant with all Health Information Trust Alliance (HITRUST) Common Security Framework (CSF) requirements (<https://hitrustalliance.net/product-tool/hitrust-csf/>). The Administrator shall, by the

Contract start date, be HITRUST CSF Validated and have a HITRUST CSF Certification. The Administrator shall submit proof of this compliance at the start of the Contract and once per year throughout the duration of the Contract.

4.2 Data Security and Privacy

The Administrator shall implement infrastructure that allows for the secure submission and acceptance of all data to be submitted. The Administrator shall be able to provide services for the deidentification of direct identifiers, the collection, quality assurance, consolidation, secure storage, and access to health insurance claims data. The Administrator shall ensure that all data is stored within the continental United States. The Administrator shall provide services that:

1. Are robust, extensible, and forward looking in design;
2. Use modern technologies that can migrate to future technologies and data submission methods;
3. Have flexibility to handle future person and health care provider related linkage and shared services with other health data systems;
4. Provide quality, consistency, and accessibility of information;
5. Are protective of patient privacy;
6. Perform in a collaborative relationship with Submitters to maximize the quality, completeness, and timeliness of submissions.
7. Follow all applicable policies, procedures, and standards of the Indiana Office of Technology at <https://www.in.gov/iot/policies-procedures-and-standards/>

The Administrator must develop and deliver a data security and privacy plan no later than fifteen (15) business days after the Contract start date. The data security and privacy plan must describe the steps the Administrator will take to ensure data security and privacy, including security testing procedures, throughout the duration of the Contract.

5. Data Services

5.1 Data Collection Services

The Administrator shall coordinate with the data Submitters. The Administrator shall develop a communication plan and materials to introduce the Submitters to the APCD and its requirements. The Administrator shall provide data management services and review submitted files to ensure consistency, timeliness, completeness, uniqueness, and validity/accuracy. In creating, operating, and implementing the APCD, the Administrator shall:

1. Interact on a continuing basis with Submitters, insurers, health maintenance organizations, third party administrators, pharmacy benefit managers, and other entities managing claims to detect and solve problems related to regulations and the claims submission process; this interaction may include email or phone communications, written materials, website development, FAQs, and annual meetings
2. Lead meetings with Submitters if deemed necessary by the IDOI
3. Manage registration and training of data Submitters
4. Ensure consistent de-identifications of certain personal identifiers at such time as State and federal laws and rules require de-identification
5. Collect and process data from Submitters. Related responsibilities include, but are not limited to:
 - a. Creating one or more secure submission methods
 - b. Ensuring the process is compatible with different operating systems
 - c. Accepting or rejecting, ensuring compliance with reporting specifications, and giving feedback on required data submissions
 - d. Identifying the need for, accepting, and processing corrected and resubmitted data
 - e. Following up with Submitters on data issues and responding to questions and comments from Submitters
 - f. Maintaining a system to allow test submissions from Submitters
 - g. Developing and maintaining data element and Submitter-specific thresholds
6. Produce, and provide to Submitters, a data submission manual that would supplement any Administrative Rules, as needed, to ensure the correct submission of the data
 - a. The data submission manual shall be approved by the IDOI and provided on an Administrator-hosted website
 - b. The data submission manual will be updated and redistributed to reflect changes in statute, rules, or other changes to submission methods, as needed
7. Track and communicate to the IDOI overdue and otherwise noncompliant Submitters
8. Provide email and phone Help Desk business support for Submitters, the IDOI, and other State Agencies Monday through Friday, 8:00 am to 5:00 pm ET, to support the correct submission of the data to the Administrator. The Administrator shall respond to all emails and voicemail messages within one (1) business day.
9. Link health care providers and health plan members across Submitters

10. Capture non-claims-based payment information (e.g., capitated, advanced primary care, bundled, and pay-for-performance payments)

5.2 Data Validation Services

The usefulness of the APCD will be dependent on the quality of the data collected. The Administrator shall identify, adopt, and adhere to a data quality framework including data quality metrics, performance thresholds and processes for continuous data quality improvement within the solution. The Administrator shall measure and monitor data quality on a regular basis, assess root causes of poor data quality, recommend solutions to identified data quality concerns from root cause analyses, and implement recommended solutions to improve solution data quality. The Administrator shall work continually with all submitters and resolve any data discrepancies or data file communication challenges.

In addition, the Administrator must perform data validation and quality checks that address the following topics:

- Duplication
- Validity
- Thresholds/ distributions
- Comparison/Per Member Per Month (PMPM) consistency
- Adjustment claims
- Health care provider or member data discrepancies

The Administrator must provide a report to the State that summarizes the data validation and quality checks at intervals agreed upon by the State and the Administrator in the Project Management Plan.

5.3 Data Consolidation Services

Data consolidation is an integral component to the overall functionality of the APCD. The Administrator must provide the following data consolidation services:

1. Consolidate and enhance data for analytic use. Requests for data will most likely be filtered by the State, but the Administrator may be asked to provide input on a request.
2. Produce and maintain a Data Dictionary containing detailed specifications and documentation for the consolidated data sets, including description of files, tables, data elements, codes, and completeness of elements. This shall be accessible on the consumer website and provide both current and historical content as appropriate.

- a. A separate Data Dictionary shall be included with data set extracts provided to researchers.
 - b. Entity relationship diagrams shall also be included with the Data Dictionary.
 - c. The Data Dictionary shall include version control information to allow for tracking of all changes made over time.
3. Store consolidated data in a format that is efficiently designed for querying. The Database shall be designed to allow for time-specific dimensions where the descriptive meanings of codes change over time. The data shall be available for direct ad hoc query and extract by the IDOI and other State Agencies.
4. Execute and include in the consolidated data a process that assigns a common provider identifier across all instances of a single provider entity, regardless of insurer or practice affiliation, while also maintaining in the consolidated data the data as submitted.
5. Execute and include in the consolidated data a process that assigns a common provider (group) practice identifier across all instances of a single provider practice entity, regardless of Submitter.
6. Execute and include in the consolidated data a process that assigns a common person identifier across all instances of a single person, regardless of Submitter, business line or relationship to the subscriber.
7. If directed by the IDOI at the conclusion of the Contract, supply IDOI with copies of all consolidated and unconsolidated data from Submitters in a comprehensive and organized manner including written documentation of the contents of the data files. End of Contract data shall be supplied in a format agreed to by the IDOI and the Administrator.
8. Amend the collection and consolidation system to keep current with any changes made to the statute or rules and any changes made to industry standard coding systems for the life of the Contract, including updates to the APCD-Common Data Layout (CDL) (if adopted) or the adoption of National Council for Prescription Drug Programs (NCPDP) and Accredited Standards Committee (ASC) X12N standards, at no additional cost to the State.

6. Data Production and Consumer Website

In addition to data consolidation and data collection, data production is an essential component to achieving the purpose of the APCD as outlined in the Indiana Code. The Administrator must provide the following data production

services in accordance with the Security and Privacy requirements outlined in Section 4:

1. Create and maintain a consumer website where consumers can find price and quality information to shop for healthcare through a variety of interactive charts, tables, and maps as determined by both the Executive Director and the Administrator. The consumer website's design and layout are subject to State-approval.
2. Provide data sets without additional cost to the IDOI as follows:
 - a. Comprehensive, consolidated data sets. The Administrator shall provide data sets that include the full complement of analytic-ready data elements prepared for the APCD, supplemented with analytic enhancements for use by more-experienced analysts on a quarterly basis.
 - b. BI reporting and data marts. The BI reporting solution shall be refreshed within the Analytic Environment on a quarterly basis and will include all optimized data marts and Tableau reporting packages that have been automatically updated.
 - c. Limited data sets. A limited data set is a collection of claim-level detail tables that are more constrained in the data released. Examples of the types of restrictions included in these limited data sets include the release of PHI, protected financial information (PFI), and data from governmental payers (e.g., Medicare FFS). These data sets may be further limited by restricting the release of sensitive records (e.g., abortion, HIV, mental health, substance use disorder). These limited data sets shall be refreshed on an annual basis and ready to release when requested and approved by the state.
 - d. Public-use data sets. Public-use data sets are delivered annually as user friendly Excel spreadsheets with aggregated records that prevent the identification of individual members, providers, and health plans. These data sets typically are generated to provide summary data that can be released to the public and include the application of multiple methods for de-identification (e.g., Safe Harbor methods, CMS cell size suppression).
3. Upon request in writing, supply files covering custom periods and contents to the IDOI or other State Agencies. After the first 5 requests each year, these custom data sets would be performed using the Enhancement hours outlined in 8.3 below.
4. Provide releasable custom data sets to researchers and other parties, within ten (10) business days (or within a longer timeframe requested by

the Administrator and approved by the State), as approved by the IDOI. After the first 5 requests each year, these custom data sets would be performed using the Enhancement hours outlined in 8.3 below.

5. Provide public use data sets, within five (5) business days of receipt of a proper request (or within a longer timeframe requested by the Administrator and approved by the State)
6. Maintain public-facing records of all releasable data requests on website
7. Produce, maintain, and publish on website complete documentation of the data sets including logic used to transform data and create derived data elements
8. Be responsible for notifying all data recipients of any extract, created for either public use or research purposes that was later identified to have issues, either due to Administrator or Submitter error, that significantly affects its usefulness and/or completeness, regardless of the cause of the issues. The notice shall include a description of the issues and their potential impact and an offer to send replacement data. The Administrator shall provide notices to the IDOI before release for review and approval.

7. Project Management

7.1 Project Management Plan and Project Schedule

Through project planning efforts, the Administrator shall develop a Project Management Plan (PMP) and Project Schedule. The PMP documents the actions necessary to define, prepare, integrate, and coordinate all subsidiary plans. It shall define how the project will be executed, monitored, controlled, and closed, as well as the proposed methods and protocol for all features, functions, and milestone deadlines. The Administrator must deliver the PMP and the corresponding subsidiary plans within the first thirty (30) calendar days of the project. Subsidiary plans must be integrated into the PMP and are set forth in the subsections below. All plans are subject to State review, edits, and approval.

1. Communication Management Plan
2. Organizational Change Management (OCM) Plan
3. Schedule Management Plan
4. Resource Management Plan
5. Scope Change Management Plan
6. Configuration Management Plan
7. Issue Management Plan
8. Risk Management Plan
9. Quality Management Plan

The Project Schedule must contain a detailed set of tasks/deliverables required and associated estimated timeframes to complete all activities required under this Scope of Work. It shall also contain a detailed description of the tasks, deliverables, critical events, task dependencies, Administrator and State Resources required, levels of effort, and risk for each task and deliverable.

The Project Management Plan, subsidiary plans, and the Project Schedule must be updated monthly as needed, unless otherwise approved by the State.

Furthermore, the Administrator must complete the following Project Management requirements:

- Shall, on at least a bi-weekly basis, hold teleconferences at the Administrator's expense with IDOI staff and other parties invited by the IDOI to discuss project progress, concerns, and next steps (as project needs change, and upon agreement of the IDOI, the frequency of meetings may be reduced or increased).
- Shall provide written progress/status reports, to be submitted to the State every two (2) weeks. The reports should be keyed to the implementation portion of the Project Management Plan, subsidiary plans (if applicable), and the Project Schedule and include, at a minimum, an assessment of progress made, difficulties encountered, recommendations for addressing the problems, and changes needed to the Project Management Plan, subsidiary plans, or the Project Schedule.
- Shall provide a report of the status of progress, to be submitted to the State every two (2) weeks. This report shall be tied to the performance section of the Project Management Plan and/or a subsidiary plan and contain at least the following information:
 - o A narrative review of progress made during the reporting period. This shall include the status of relationships with Submitters for the receipt of data and a summary of new/updated data received, as well as an outline of problems encountered and whether and how they were solved, and deliverables scheduled and delivered.
 - o A summary of the problems that the Administrator encountered or might reasonably expect to encounter, and recommended solutions.
 - o For services required but not rendered, or actions described in the Project Management Plan, a subsidiary plan, or the Project Schedule but not taken or completed, there shall be an explanation of the failure to meet the schedule and detailed plans to overcome the failure as well as to prevent its recurrence.

- o An update of the Project Management Plan and Project Schedule showing work completed, impact of schedules missed, and, if needed, desired changes to the Project Management Plan, a subsidiary plan, or the Project Schedule for the balance of the project. All changes to the Project Management Plan, a subsidiary plan, or the Project Schedule are subject to the prior approval of IDOI.

The Administrator must ensure that the milestone timeframes stated in Section 7.5 are met.

7.2 Test Plan

The Administrator must also provide a Test Plan for IDOI approval for each module of Onpoint's solution. The Test Plan must include, at a minimum, identification, preparation, and Documentation of planned testing; a requirements traceability matrix; test variants; test scenarios; test cases; test scripts; test Data; test phases; unit tests; expected results; and a tracking method for reporting actual versus expected results as well as reporting for all errors and problems identified during test execution.

The IDOI must be presented with a Test Plan soon after the requirements gathering sessions is complete and prior to IDOI UAT for each CDM module. Test scenarios, test cases, test scripts, test data, and expected results, as well as written Certification of the Administrator's completion of the prerequisite tests, shall all be provided prior to IDOI staff involvement in any User Acceptance Testing ("UAT").

The Administrator must complete the following requirements in developing and completing the Test Plan:

- The Administrator shall certify in writing, that the Administrator's own staff has successfully executed all prerequisite Administrator testing, that any critical errors or issues identified during prerequisite tests are resolved, and report the actual testing results prior to the start of any testing executed by IDOI staff.
- The IDOI shall be presented with an IDOI approved Final Test Plan, test scenarios, test cases, test scripts, test data, and expected results, as well as written Certification of the Administrator's completion of the prerequisite tests, prior to IDOI staff involvement in any User Acceptance Testing ("UAT")
- The Administrator shall perform a performance and stress test by simulating an agreed-upon number of transactions by an agreed-upon

number of users simultaneously or over a window of time and with an agreed upon volume of data in the database to ensure the solution meets performance expectations.

- The Administrator, with IDOI, shall perform UAT that covers any aspect of the System, including administrative procedures such as backup and recovery. The results of the UAT provide evidence that the System meets the User Acceptance criteria as defined in the Test Plan.
- Upon successful conclusion of UAT and successful System deployment, the IDOI will confirm Acceptance.

7.3 Training Plan

The training effort is a vital piece to the successful implementation and acceptance of the new solution. The Administrator shall provide a high-quality training experience for internal users. The Administrator must develop and maintain a detailed Training Plan that outlines the training schedule and overall training strategy/plan for State users prior to and during implementation. The Training Plan must also include: key objectives, training tools, roles and responsibilities, training environments, approach and methodology, training types, materials, and methods to understand the effectiveness of training content and delivery. The Administrator must provide a sufficient number of staff to successfully accomplish all of the requirements of the Training Plan. The Administrator's training group must have proven experience in the development and delivery of comprehensive training to support organizational transformation as it relates to a transition to a new system. The training group must have robust experience training end users and rolling out new systems.

The Administrator must ensure that training includes both new and refresher solution user training. The new solution user training must be relevant for new users that are trained during the Maintenance & Operations period. The training shall be updated after each post-implementation release (at intervals agreed upon by the State and the Administrator in the Project Management Plan), unless otherwise determined by the State. The training must include some form of online help system if required by State users (for more information, please see Section 9.1 4 Help Desk Services).

The Administrator must develop and maintain a repository for training materials that can be accessed by State users throughout the duration of the Contract.

7.4 Reporting and Transition Plan

The Administrator must provide an annual report by July 1 of each year that

provides, at a minimum, a detailed review of the operations under the Contract, including a discussion of problems encountered and resolved or outstanding and recommendations for change. Furthermore, the Administrator must complete the following requirements in developing and completing its reports and transition plan:

- Shall, upon request, provide detailed documentation for all aspects of the project to ensure complete transparency of the processes used for collection, quality assurance testing, consolidation, and release of the data, including results of Administrator's testing of their solution.
- Shall turn over, at the conclusion of the Contract or if otherwise required due to early termination of the Contract, all data provided by Submitters to IDOI and electronic versions of all final solution source code and documentation developed for the project, as well as full access to and control of the consumer website. This information should be provided in a format mutually agreed upon by IDOI and the Administrator.
- Shall, six (6) months prior to the conclusion of the Contract, develop a transition plan that upon expiration of the Contract shall assist IDOI in continuing collection of the data. The Administrator shall cooperate with any new Administrator or with IDOI staff to ensure all existing data is supplied and any code and documentation developed for the project is supplied to staff of the new Administrator and de-identification and consolidation methods are fully transferred. The plan must include, but not be limited to:
 - Proposed approach for turnover
 - Tasks and subtasks for turnover
 - Schedule for turnover
 - Documentation updates for turnover

7.5 Key Project Milestones

The Administrator is responsible for ensuring that the below milestones are met within the timeframes stated.

Regarding the consumer website, the Administrator shall ensure that:

- Within 10 months after the Contract start date, all consumer website content requirements are collected and documented. The Administrator will collaborate with the IDOI to gather requirements.
- Within 12 months after the Contract start date, a standard methodology to display quality and cost comparison information that can be accessed by consumers on the website has been implemented.

- Within 12 months after the Contract start date, the consumer website is fully developed and deployed for public use.

Regarding the analytic environment and data extracts, the Administrator shall ensure that:

- Within 9 months after the Contract start date, role-based access to the analytic environment's system has been defined and implemented.
- Within 12 months after the Contract start date, initial set of extracts with data enhancements, measures, and reports is delivered to the analytic environment.
- Within 12 months after the Contract start date, the final version of the initial standard data extract is delivered to the analytic environment,

8. Maintenance, Support, and Enhancements

8.1 Maintenance & Support

After the APCD has been developed and successfully deployed in accordance with the requirements of this Scope of Work, the Administrator shall begin providing system maintenance services to support the processes of the system's infrastructure and ensure availability to stakeholders. The Administrator must manage and complete system maintenance activities associated with the solution starting at the full implementation of the solution until the Contract's base period end date. This work shall not include the responsibilities of the Administrator related to the warranty period (i.e., defect resolution shall be covered by the warranty period).

The Administrator must provide the following system maintenance services:

- 1. System Maintenance.** The Administrator must plan and execute tasks required to ensure that all solution components stay relevant and useable. This support includes resolution of technical issues, application of patches, preventative maintenance, planning/execution of upgrades, and regular performance monitoring and performance reporting.
- 2. System Performance Monitoring and Reporting.** The Administrator must utilize an issue tracking and management system to monitor and troubleshoot all solution components. The Administrator shall work with the State to plan and communicate scheduled maintenance or emergency maintenance as soon as the Administrator knows that maintenance will be needed. The Administrator must submit system performance and monitoring reports, regular submission reports, and real-time data submission status reports, in accordance with State requests.

- 3. Incident Management.** The Administrator shall work with the State to generate an agreed upon incident and disaster response plan that explicitly defines roles/responsibilities and actions to be taken to respond to incidents and disasters. The Administrator must properly plan and conduct services to minimize the occurrence of incidents and/or problems with the solution components and service delivery. If incidents and/or problems arise, the Administrator shall work with the State to resolve issues in a timely manner based on the severity/priority levels determined by the State. Additionally, the Administrator must have a formal Disaster Recovery Plan that describes all disaster recovery activities and contingencies.
- 4. Help Desk Services.** System users (including State staff, third party State Administrators, and all other potential users) must have access to a technical help desk that provides answers to solution questions and addresses solution issues that arise. The Help Desk shall route policy or training questions and issues to correct Administrator. The Administrator shall lead and staff the Help Desk team and include embedded staff from the State, if requested.

8.2 Post-Implementation Releases

For all releases after the solution has been implemented, the Administrator must follow a standard release process and distribute release notes to the State describing specific changes that are part of the release. The Release process must include but not be limited to, the following processes and activities as applicable:

- a. Establishment and implementation of plans and procedures for the Release Management function
- b. Rollout Planning – Plan for and schedule rollout of new services or sites
- c. Release Planning – Plan for, coordinate, and schedule releases of new versions of the software, data, procedures, and training
- d. Rollout Management – Deliver services to new sites or existing sites
- e. Release Control – Monitor the release process and adhere to release schedules
- f. Migration Control – Coordinate the promotion of new releases from development to test to production
- g. Release Testing – Coordinate the actual testing of releases/updates. This includes specific tests for the new functionality and a set of regression tests that confirms key functionality that was already in place will continue to function as expected and is not negatively affected by the current release.

- h. Software and Data Distribution – Verify delivery of the correct versions of the software, data, or configuration releases to all locations, regardless of hardware type (server, workstation, laptop, etc.)
- i. Training – Train relevant stakeholders on the new processes and functions associated with the release and inform data providers on an as needed basis if a release impacts the data or data requirements they are submitting.

8.3 Enhancements

The Administrator shall provide a capped Enhancements Pool of 2,000 hours a year. The Enhancement Pool is defined as a group of hours built into the Contract reserved for system improvement or adaptation. The State reserves the right to allow unused hours from a given year to roll over to the subsequent year. Enhancement Pool hours can be used for tasks such as project management, requirements gathering and validation, design, development, testing implementation, and training needed for enhancements. The State is not required to use up the hours and dollars allocated for the Enhancements Pool for each year. Enhancements can be for new System components or modifications/configuration changes to existing System components. Any System improvement, adaptation, or other update that either a) is State-initiated and requires less than or equal to 40 hours of work or b) is Administrator-initiated, shall be considered part of system maintenance services. The Administrator may propose enhancements during the contract; however, these hours may only be utilized with State pre-approval and sign off.

To utilize Enhancements, the Administrator and the State shall follow an agreed-upon change request process. As part of this process, the Administrator shall submit documentation with, for each Enhancement, the types of resources needed, associated levels of effort (for the State and the Administrator), timelines for implementation, cost, and risk that is incurred to implement the Enhancement. If the Enhancement requires updates to documentation, testing, and training, time and cost estimates must be provided for those updates.

The Administrator shall conduct comprehensive testing on all System components impacted by the Enhancement to find and resolve any defects. In addition, the Administrator must update existing test cases/scripts and create new test cases/scripts as needed for new functionality. The Administrator must update documentation including but not limited to training materials, design documentation, data dictionaries, that are affected by each release. Changes that are needed to fix an Enhancement after it is implemented and that are

brought to the Administrator during the warranty period shall not count towards the Enhancements Pool.

8.4 Warranty

The Administrator must warranty the solution against any defects for a period of 90 days after implementation. Defects are errors or issues found after UAT that are rooted to an original requirement of the system. Defects can range from system failure (where no further processing is possible) to minor cosmetic changes (e.g., usability errors). All defects that are identified after UAT shall be covered by the warranty period.

Determination of defects after implementation must be reviewed by the State. Review shall consist of analyzing the system issue with tools to determine if the cause is a true defect. Any resulting work effort to fix a defect or make changes to the system must follow State-approved processes. The State has a 90-day window (from each Go-Live) to identify defects, however, the warranty period must be extended until the defect and any connected defects are remedied.

9. Analytics

The Administrator shall collaborate with the IDOI to develop an Analytics Plan that will aid in the development of an Analytic environment that is optimized for ease of use by APCD users with varying needs and skill sets. The State's system solution must provide flexibility and customization to extract, transform, and load data from hospitals and other entities, including producing regular reports to State agencies and interactive dashboards.

At a minimum, the Analytics Plan must:

- a. Describe how data produced by the Respondent will be accessed, extracted, or transferred into the analytic environment including expected timelines based on complexity of activity
- b. Outline data quality control processes for specific use-cases identified in consultation with IDOI
- c. Describe how hosting needs will be addressed
- d. Address user access controls
- e. Describe how data extracts or data marts can be developed to assist with identified analytic goals
- f. Identify specific standard analytic reports that will be generated by the Respondent and the corresponding frequency
- g. Include documentation and training for data users in the analytic environment

- h. Define strategies for data back-up, disaster recovery (including system failure response/ recovery times), and secure data disposal.

At minimum the Analytics Plan's required functions shall include:

- a. Regular data refresh (e.g., every 30 days)
- b. Point-in-time reporting capabilities
- c. Data review in the Analytic Environment prior to the data being made available to internal and external stakeholders
- d. Producing a set of standard data sets with documentation that can be released to qualified users for qualified purposes. For each standard data set, the Respondent will produce meta-data and a data dictionary that documents applied edits and summary statistics. This will include both Limited Data Sets and Research Data Sets.

10. Billing & Invoicing, Corrective Action, and Payment Withholds

10.1 Billing & Invoicing

The State shall reimburse the Administrator on a monthly basis for a flat fee for the duties and responsibilities outlined in the Scope of Work, excluding enhancements and warranty-related activities. Enhancement pricing shall either follow the fixed fee deliverables-based approach or the time and materials-based approach based on Contractual hourly rates and change request process agreed to by the Administrator and the State. The State shall determine the method to use for each enhancement. If services are provided in exchange for fixed or not-to-exceed compensation, the Administrator is solely responsible for any costs in excess of the specified compensation. Changes covered by the Warranty shall be provided to the State at no cost.

10.2 Corrective Action

It is the State's primary goal to ensure that the Administrator is accountable for delivering quality 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, and generally performing to the satisfaction of the State. Failure to perform in a satisfactory manner may result in Corrective Actions and Payment Withholds described below.

The State may require corrective action(s) when the Administrator has failed to provide the requested services. The nature of the corrective action(s) will depend upon the nature, severity and duration of the deficiency and repeated nature of the non-compliance. Severity shall be determined by the State, in its

sole discretion. The written notice of corrective actions may be instituted in any sequence and include, but are not limited to, any of the following:

- Written Warning: The State may issue a written warning and solicit a response regarding the Administrator's corrective action.
- Formal Corrective Action Plan: The State may require the Administrator to develop a formal corrective action plan to remedy the breach. The Corrective Action Plan must be approved by the State. If the Corrective Action Plan is not acceptable, the State may provide suggestions and direction to bring the Administrator into compliance.

If written warning is issued, the Administrator shall provide a written response regarding their proposed remedies within five (5) business days of the occurrence or State request.

If a formal Corrective Action Plan is requested, the Administrator shall submit, within ten (10) business days of the occurrence or State request a formal Corrective Action Plan (CAP) that addresses the causes of the deficiency, the impacts and the measures being taken and/or recommended to remedy the deficiency, and whether the solution is permanent or temporary. It shall also include a schedule showing when the deficiency shall be remedied, and for when the permanent solution shall be implemented, if appropriate. Upon State's approval of the CAP, the Administrator shall execute the CAP. The Administrator shall complete all necessary corrective measures within ninety (90) calendar days of discovery of an issue prompting a Corrective Action Plan unless an alternative schedule is agreed to by the State.

The Administrator shall provide updates on CAP progress to the State in an agreed upon cadences until the CAP has been successfully completed.

The Administrator shall seek the State's written release from the obligations of the CAP upon successful completion of the CAP and correction of performance.

Notwithstanding Clause 34 of this contract, communications from the Administrator to the State pertaining to section 10.2 shall include the recipient below. Any party sending communication to another party pertaining to section 10.2 shall request receipt of delivery from the receiving party. Communications under section 10.2 are effective only upon confirmation of delivery.

Meggan Brumbaugh

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Indiana Department of Insurance

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10.3 Payment Withholds

Beginning the month in which a formal CAP is required per the Corrective Action as described in Section 10.2, the State may withhold up to 10% of total monthly fixed fee components of the invoice and all subsequent billing for each CAP until the corresponding CAP is completed and the issue has been resolved. When the CAP is completed, and the proposed remedy is implemented, the Administrator shall submit a claim to have all monies withheld returned to the Administrator within thirty (30) days. Should the CAP not be submitted as required, or should the remedy not be implemented within the timeframe specified by the CAP, the withheld monies may be forfeited.

Exhibit 2
State of Indiana Additional Terms and Conditions
Software as a Service Engagements

**Exhibit 2 to the Contract between the State acting through the Indiana
Department of Insurance (“the IDOI”) and the Administrator.**

DEFINITIONS

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

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

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

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

Information Security Framework means the State of Indiana’s written policy and standards document governing matters affecting security and available at <https://www.in.gov/iot/security/information-security-framework2/>.

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

Service(s) means that which is provided to the State by contractor pursuant to this contract and the contractors obligations under the contract.

Service Level Agreement means a written agreement between both the State and the contractor that is subject to the terms and conditions of this contract. Service Level Agreements should include: (1) the technical service level performance promises (i.e. metrics for performance and intervals for measure); (2) description of service quality; (3) identification of roles and responsibilities; (4) remedies, such as credits; and (5) an explanation of how remedies or credits are calculated and issued.

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

TERMS

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

Contractor shall not collect, access, or use Data except as strictly necessary to provide Service to the State. No information regarding State's use of the Service may be disclosed, provided, rented, or sold to any third party for any reason unless required by law or regulation or by an order of a court of competent jurisdiction. This obligation shall survive and extend beyond the term of this contract.

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

- a. The contractor shall implement and maintain appropriate administrative, technical, and organizational security measures to safeguard against unauthorized access, disclosure, or theft of Data. Contractor shall implement and maintain heightened security measures with respect to Encrypted Data. Such security measures shall be in accordance with Indiana Office of Technology practice and recognized industry practice, including but not limited to the following:
 1. Information Security Framework; and
 2. Indiana Office of Technology Cloud Product and Service Agreements, Standard ID: IOT-CS-SEC-010.
- b. All Encrypted Data shall be subject to controlled access. Any stipulation of responsibilities shall be included in the Statement of Work and will identify specific roles and responsibilities.
- c. The contractor shall encrypt all Data at rest and in transit. The State may, in the Statement of Work, identify Data it deems as that which may be publicly disclosed that is not subject to encryption. Data so designated may be maintained without encryption at rest and in transit. The level of protection and encryption for all Encrypted Data shall meet or exceed that required in the Information Security Framework.
- d. At no time shall any Data or processes — that either belong to or are intended for the use of State — be copied, disclosed, or retained by the contractor or any

party related to the contractor for subsequent use in any transaction that does not include the State.

- e. The contractor shall not use any information collected in connection with the Services for any purpose other than fulfilling its obligations under the contract.

3. Data Location: Storage of Data at rest shall be located solely in data centers in the United States and the contractor shall provide its Services to the State and its end users solely from locations in the United States. The contractor shall not store Data on portable devices, including personal laptop and desktop computers. The contractor shall access Data remotely only as required to provide technical support. The contractor shall provide technical user support on a 24/7 basis unless specified otherwise in the Service Level Agreement.

4. Notice Regarding Security Incident or Data Breach:

a. Incident Response: contractor may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries, and seeking external expertise as mutually agreed upon, defined by law, or contained in the contract. Discussing Security Incidents and Data Breaches with the State must be handled on an urgent basis, as part of contractor's communication and mitigation processes as mutually agreed upon in the Service Level Agreement, contained in the contract, and in accordance with IC 4-1-11 and IC 24-4.9 as they may apply.

b. Security Incident Reporting Requirements: The contractor shall report a Security Incident to the State-identified contact(s) as soon as possible by telephone and email, but in no case later than two (2) days after the Security Incident occurs. Notice requirements may be clarified in the Service Level Agreement and shall be construed in accordance with IC 4-1-11 and IC 24-4.9 as they may apply.

c. Data Breach Reporting Requirements: If a Data Breach occurs, the contractor shall do the following in accordance with IC 4-1-11 and IC 24-4.9 as they may apply: (1) as soon as possible notify the State-identified contact(s) by telephone and email, but in no case later than two (2) days after the Data Breach occurs unless a shorter notice period is required by applicable law; and (2) take commercially-reasonable measures to address the Data Breach in a timely manner. Notice requirements may be clarified in the Service Level Agreement. If the Data involved in the Data Breach involves protected health information, personally identifying information, social security numbers, or otherwise confidential information, other sections of this contract may apply. The requirements discussed in those sections must be met in addition to the requirements of this section.

5. Responsibilities Regarding Data Breach: This section applies when a Data Breach occurs with respect to Encrypted Data within the possession or control of the contractor.

- a. The contractor shall: (1) cooperate with the State as reasonably requested by the

State to investigate and resolve the Data Breach; (2) promptly implement necessary remedial measures, if necessary; and (3) document and provide to the State responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the Services, if necessary.

b. Unless stipulated otherwise in the Statement of Work, if a Data Breach is a result of the contractor's breach of its contractual obligation to encrypt Data or otherwise prevent its release as reasonably determined by the State, the contractor shall bear the costs associated with: (1) the investigation and resolution of the Data Breach; (2) notifications to individuals, regulators, or others required by federal and/or state law, or as otherwise agreed to in the Statement of Work; (3) a credit monitoring service required by federal and/or state law, or as otherwise agreed to in the Statement of Work; (4) a website or a toll-free number and call center for affected individuals required by federal and/or state law — all of which shall not amount to less than the average per-record per-person cost calculated for data breaches in the United States (in, for example, the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the Data Breach); and (5) complete all corrective actions as reasonably determined by contractor based on root cause and on advice received from the Indiana Office of Technology. If the Data involved in the Data Breach involves protected health information, personally identifying information, social security numbers, or otherwise confidential information, other sections of this contract may apply. The requirements discussed in those sections must be met in addition to the requirements of this section.

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

7. Termination and Suspension of Service:

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

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

c. In the event of termination of any Services or contract in its entirety, the contractor

shall not take any action that results in the erasure of Data until such time as the State provides notice to contractor of confirmation of successful transmission of all Data to the State or to the State's chosen vendor.

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

d. Upon termination of the Services or the contract in its entirety, contractor shall, within 30 days of receipt of the State's notice given in 7(c) above, securely dispose of all Data in all of its forms, including but not limited to, CD/DVD, backup tape, and paper. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the State upon completion.

8. Background Checks: The contractor shall conduct a Federal Bureau of Investigation Identity History Summary Check for each employee involved in provision of Services: (1) upon commencement of the contract; (2) prior to hiring a new employee; and (3) for any employee upon the request of the State. The contractor shall not utilize any staff, including subcontractors, to fulfill the obligations of the contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to one (1) year is an authorized penalty. The contractor shall promote and maintain an awareness of the importance of securing the State's information among the contractor's employees, subcontractors, and agents. If any individual providing Services under the contract is not acceptable to the State, in its sole opinion, as a result of the background or criminal history investigation, the State, in its sole option shall have the right to either: (1) request immediate replacement of the individual; or (2) immediately terminate the contract, related Statement of Work, and related Service Level Agreement.

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

10. Contract Audit: The contractor shall allow the State to audit conformance to the contract terms. The State may perform this audit or contract with a third party at its discretion and at the State's expense.

11. Data Center Audit: - Deleted; not applicable.

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

Contractor shall make updates and upgrades available to the State at no additional cost when contractor makes such updates and upgrades generally available to its users. No update, upgrade, or other change to the Service may decrease the Service's functionality, adversely affect State's use of or access to the Service, or increase the cost of the Service to the State.

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

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

14. Non-disclosure and Separation of Duties: The contractor shall enforce role-based access control, separation of job duties, require commercially-reasonable nondisclosure agreements, and limit staff knowledge of Data to that which is absolutely necessary to perform job duties. The contractor shall annually provide to the State a list of individuals that have access to the Data and/or the ability to service the systems that maintain the Data.

15. Import and Export of Data: The State shall have the ability to import or export Data in piecemeal or in entirety at its discretion, with reasonable assistance provided by the contractor, at any time during the term of contract. This includes the ability for the State to import or export Data to/from other parties at the State's sole discretion. Contractor shall specify in the Statement of Work if the State is required to provide its' own tools for this purpose, including the optional purchase of contractor's tools if

contractor's applications are not able to provide this functionality directly.

16. Responsibilities and Uptime Guarantee: The contractor shall be responsible for the acquisition and operation of all hardware, software, and network support related to the Services being provided. The technical and professional activities required for establishing, managing, and maintaining the environments are the responsibilities of the contractor. Subject to the Service Level Agreement, the Services shall be available to the State at all times. The contractor shall allow the State to access and use the Service to perform synthetic transaction performance testing.

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

17. Subcontractor Disclosure: Contractor shall identify all of its strategic business partners related to Services, including but not limited to all subcontractors or other entities or individuals who may be a party to a joint venture or similar agreement with the contractor, and who may be involved in any application development and/or operations.

The contractor shall be responsible for the acts and omissions of its subcontractors, strategic business partners, or other entities or individuals who provide or are involved in the provision of Services.

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

The State's Data shall be maintained in accordance with the applicable State records retention requirement, as determined by the State. The contractor shall annually provide to the State a resource utilization assessment detailing the Data maintained by the contractor. This report shall include the volume of Data, the file formats, and other content classifications as determined by the State.

19. Compliance with Accessibility Standards: The contractor shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act

of 1973, or any other state laws or administrative regulations identified by the State.

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

11. Data Center Audit – Deleted.

Exhibit 3 – Service Level Agreements

The service level agreements (SLAs) between the Contractor and the State are as follows:

Service Level Standard	Fees at Risk
<p>Processing Time: For quarters in which there is no new development that impacts the data extract cycle, Onpoint shall process all quarterly submissions and create the core quarterly dataset with standard enhancements within 45 days of receiving validated data files and approval to proceed by the State.</p>	<p>1% of monthly fees at risk for every calendar day past the 45th day following data files reaching validation/pass status, up to a maximum 5% of monthly fees.</p>
<p>Availability of Submitter Portal, Public Facing Consumer Website, and Analytic Environment: The Onpoint CDM submitter portal (and all its components including but not limited to submitter registration and submitter data transmission) as well as the Public Facing Consumer Website and Analytic Environment shall be available no less than 99.9% of the time, excluding scheduled downtime with a minimum of 5 business days' notice.</p>	<p>0.1% of monthly fees at risk for each 0.1% under the target availability, up to a maximum of 5% of monthly fees.</p>
<p>Disaster Recovery Time Objective and Recovery Point Objective: This pertains to client-facing systems (including SFTP, the Onpoint CDM portal, and the Analytic Environment) and are as follows.</p> <ul style="list-style-type: none"> • Recovery Time Objective (RTO): 24 hours • Recovery Point Objective (RPO): 24 hours 	<p>Each SLA violation will hold a penalty of 5% of fees for the applicable month.</p>

1. Onpoint is accountable for all technologies and services directly supported by Onpoint within its infrastructure beginning at the ingress/egress point of Onpoint's systems as well as for subcontracted technologies and services.
2. The State must request any service credit due hereunder within thirty (30) days of the conclusion of the month in which it accrues or after Onpoint

validates that the service credit is due, whichever date is later. The State waives any right to Service Credits not requested within this 30-day period. Service credits shall be issued once validated by Onpoint and applied toward the invoice which the State receives no later than two months following the State's service credit request. All performance calculations and applicable service credits are based on Onpoint records and data unless the State can provide Onpoint with technical evidence to the contrary.

- a. This SLA provides the State's sole and exclusive remedy for any service interruptions, deficiencies, or failures as set forth in this SLA.
- b. This SLA, including any remedies hereunder, shall not apply with respect to any Excluded Events. "Excluded Event" means any event that adversely impacts the service that is caused by (a) the acts or omissions of the State, its employees, contractors or agents; (b) the failure or malfunction of equipment, applications or systems not owned or controlled by Onpoint; (c) Force Majeure events; (d) scheduled or unscheduled maintenance outside the Onpoint-controlled infrastructure; (e) any suspension of Service by Onpoint permitted under the Agreement; or (f) the unavailability of required State personnel, including as a result of failure to provide Onpoint with accurate, current contact information. For clarification, Onpoint is assumed to have control over the equipment, applications, systems, and infrastructure of any subcontractor, consultant, or vendors that it can directly manage. Onpoint is assumed not to have control over the equipment, applications, systems, and infrastructure of large, utility-like vendors such as an internet provider or cloud hosting service.
- c. The State shall not be eligible to accrue any otherwise applicable credits during any period in which the State is past due on any amounts owed in connection with the Service; the State may not carry over to subsequent months any credits subject to the limits or exclusions of this agreement.
- d. In no event shall the credits accrued in a contract year, in the aggregate across all service levels and events, 5% of the annual invoice amounts for the affected services.

Exhibit 4 - Pricing

Total remuneration under this Contract shall not exceed \$8,246,081.53. The below tables outline the payment schedules and fees for each component of the Contract.

Table 1: Design, Development, and Implementation (DDI) Period Costs

State Fiscal Year	Description	Not To Exceed (NTE) Amount
2023	Month 1-6 DDI Costs	\$753,491.32
2024	Month 7-9 DDI Costs	\$376,745.66

Table 2: System Maintenance & Administrative Responsibility (SMAR) Costs

State Fiscal Year	Description	NTE Amount
2024	Cost to Complete SMAR Activities	\$1,085,302.44
2025	Cost to Complete SMAR Activities	\$1,447,069.92
2026	Cost to Complete SMAR Activities	\$1,447,069.92
2027	Cost to Complete SMAR Activities	\$723,534.96

Table 3: Other Costs

State Fiscal Year	Description	NTE Amount
2023	Tableau, NCQA HEDIS Measures, and Onpoint CDM Licensing	\$123,000.00
2024	Tableau, NCQA HEDIS Measures, and Onpoint CDM Licensing	\$246,300.00
2025	Tableau, NCQA HEDIS Measures, and Onpoint CDM Licensing	\$246,900.00
2026	Tableau, NCQA HEDIS Measures, and Onpoint CDM Licensing	\$247,500.00
2027	Tableau, NCQA HEDIS Measures, and Onpoint CDM Licensing	\$123,900.00

Table 4: Staffing Rates

The below staffing rates shall be used for Enhancements costs.

Position	Hourly Billable Rate
Account Management Lead	\$180.38
Health IT Project Manager	\$185.25
Technical Project Manager	\$185.25
Health IT Consultant	\$195.00
Privacy Officer	\$156.00
Data Operations Lead	\$170.63
Data Operations Analyst	\$146.25
Health Analytics Lead	\$199.88
Health Data Analyst	\$175.50
Health IT Analyst	\$175.50
Analytic Engineer	\$185.25
QA Engineer	\$180.38
Technical Infrastructure Engineer	\$175.50
Systems Development Engineer	\$185.25

Product Manger	\$170.63
Web Developer	\$175.50
UX/UI Designer	\$175.50
Data Architect	\$185.25
Data Report Developer	\$175.50

Table 5: Enhancements Costs

Note: Actual payments will be made based upon actual hours worked and the staffing rates listed in Table 4.

State Fiscal Year	NTE Amount
2023	\$178,158.41
2024	\$356,316.83
2025	\$356,316.83
2026	\$356,316.83
2027	\$178,158.41

Table 6: Fiscal Year Breakdown

State Fiscal Year	NTE Amount
2023	\$1,054,649.73
2024	\$2,064,664.93
2025	\$2,050,286.75
2026	\$2,050,886.75
2027	\$1,025,593.37