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PROFESSIONAL SERVICES CONTRACT

Contract #0000000000000000000093344

This Contract ("Contract"), entered into by and between Indiana Family and Social Services Administration, Office of Medicaid Policy and Planning (the "State") and UNITEDHEALTHCARE INSURANCE COMPANY (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 care coordination services relative to qualified Medicaid recipients who are enrolled in the Contractors Dually Eligible Special Needs Plan ("D-SNP"), have Medicare Part A and Part B coverage and reside in the Contractor's Medicare Advantage Organization ("MAO") Service Area. A detailed list of duties is set forth in **Exhibit 1 - Acknowledgment of Awareness, Services to be Provided,** and the MAO Service Area is described in **Exhibit 2 - Dual Eligibility Categories and Service Area**, attached hereto and incorporated herein.

2. Consideration

A. The MAO shall pay to the Data Provider (currently Gainwell) the direct costs for the retrieval of the data described herein. "Direct Costs" shall be defined as 105% of the sum of the reasonable cost for any modifications or changes to the process. The State shall neither pay nor receive any funds under this agreement. All payment interaction shall be between the MAO and the Data Provider.

B. Any modification costs incurred by the MAO stemming from changes in the process for generating the data will be paid by the MAO. Modification requirements may be the result of changes in software, programming or Medicaid policy that have been approved by the State.

C. For Members in the eligibility categories of QMB, QMB+, SLMB+ and full dual services that are reimbursed by both Medicare and Medicaid for dual-eligible members, such as physicians' services for which Medicaid pays the Medicare copayment, the MAO shall require that participating providers do one of the following:

1) Accept the payment from the MAO as payment in full; OR
2) Bill the state Medicaid agency for the Medicare cost-share portion and accept the payments received from the MAO and Medicaid (if any) as payment in full.

3. Term

This Contract shall be effective for a period of (1) year unless terminated by either party in accordance with the terms of this Contract. It shall commence on **January 1, 2026** and shall remain in effect through **December 31, 2026**. The effective termination is dependent on any pertinent Centers for Medicare and Medicaid Services ("CMS") requirements.

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, Security and Privacy of State Information

A. Definitions.

1) Personally Identifiable Information ("PII") means personal information as collectively defined in IC-4-1-6-1 and IC 4-1-11-2 and under the National Institute of Standards and Technology ("NIST") Special Publication 800-122, regardless of form (oral, written, electronic, or otherwise). As used here, PII includes PHI, SSA-data, and ACA-PII (as defined herein) as applicable, whether or not separately stated.

2) Data Breach means the loss of control, compromise, unauthorized disclosure, unauthorized access or acquisition, or any similar occurrence where: a person other than an authorized user accesses or potentially accesses PII or other confidential information; or an authorized user accesses PII or other confidential information for other than an authorized purpose.

3) Security Incident means an occurrence that actually or potentially jeopardizes the confidentiality, integrity, or availability of an information system or the information the information system processes, stores, or transmits or that constitutes a violation or imminent threat of violation of security policies, security procedures, or acceptable use policies.

4) Confidential Information means information that is not publicly available under State or Federal laws, regulations, administrative code or rules, or as otherwise deemed confidential by the State.

5) FedRAMP means the Federal Risk and Authorization Management Program.

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

7) "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 (sections 1171 through 1179 of the Social Security Act), including any subsequent amendments to such Act.

8) "HIPAA Rules" mean the rules adopted by and promulgated by the US Department of Health and Human services ("HHS") under HIPAA and other relevant Federal laws currently in force or subsequently made, such as the Health Information Technology for Economic and Clinical Heath Act ("HITECH"), as enumerated under 45 CFR Parts 160, 162, and 164, including without limitation any and all additional or modified regulations thereof. Subsets of the HIPAA Rules include:

   a. "HIPAA Enforcement Rule" as defined in 45 CFR Part 160;
   b. "HIPAA Security Rule" as defined in 45 CFR Part 164, Subparts A and C;
   c. "HIPAA Breach Rule" as defined in 45 CFR Part 164, Subparts A and D; and
   d. "HIPAA Privacy Rule" as defined in 45 CFR Part 164, Subparts A and E.

B. If Contractor's services under this Contract includes State authorized access to and use of PHI on the State's behalf then Contractor is hereby deemed a Business Associate to the State and, as such, Contractor is hereby authorized by the State to create, receive, maintain, use, and/or transmit Protected Health Information ("PHI") on the State's behalf pursuant to and consistent with the services performed by Contractor under this Contract.

C. Contractor is hereby authorized by the State to create, receive, maintain, use and/or transmit PII on the State's behalf pursuant to and consistent with the services performed by Contractor under this Contract. As used here, PII includes PHI, SSA-data, and ACA PII (as defined herein) as applicable, whether or not separately stated.

D. Contractor understands that pursuant to and consistent with the services performed by Contractor under this Contract, Contractor may be permitted authorized access to data obtained by the State from the Social Security Administration ("SSA-data"). In this regard and to the extent that Contractor is permitted authorized access and use of SSA-data:

1) Contractor agrees that it will comply with the provisions of the Computer Matching and Privacy Protection Act Agreement ("CMPPA") and the Information Exchange Agreement ("IEA") executed between the Social Security Administration ("SSA") and the State; these agreements are incorporated herein by reference and current copies of the CMPPA and IEA are attached to this Contract;

2) Contractor further agrees that it will abide by all relevant Federal laws and restrictions on access, use, and disclosure of SSA-data, including the security requirements enumerated in the CMPPA and IEA;

3) Contractor understands that its access, use, or disclosure of SSA-data in a manner or purpose not authorized by the CMPPA or IEA may subject Contractor, including Contractor's employees, agents, and subcontractors, to civil and criminal sanctions pursuant to applicable Federal statutes; and,

4) Contractor understands that the State, in compliance with the CMPPA, will undertake a review of Contractor's compliance with Contractor's obligations under the CMPPA, IEA, and this Contract no less than triennially; Contractor agrees to fully cooperate with the State in such reviews. Such reviews may be undertaken by the State in addition to or as part of other reviews of Contractor's privacy and security policies, procedures, and practices undertaken by the State pursuant to this Contract.

E. Contractor agrees that as a Business Associate to the State it is obligated to comply with the HIPAA Rules, as such Rules apply to Business Associates, throughout the term of this Contract and thereafter as may be required by Federal law and such compliance will be at Contractor's sole expense. Further:

1) Contractor will not use or further disclose PHI or PII except as expressly permitted by this Contract or as required by law. It is further provided that nothing in this Contract shall be construed to permit Contractor use or disclose PHI in a manner that would violate the provisions of the HIPAA Privacy Rule as such Rule applies to the State with regard to the services performed by Contractor under this Contract or otherwise cause the State to be non-compliant with the HIPAA Privacy Rule.

2) Contractor understands it must fully comply with the HIPAA Security Rule and will employ appropriate and compliant safeguards to reasonably prevent the use or disclosure of PHI and PII other than as permitted by this Contract or required by the HIPAA Privacy Rule or other applicable Federal or state law or regulation. Such safeguards will be designed, implemented, operated, and managed by Contractor at Contractor's sole expense and following the Contractor's best professional judgment regarding such safeguards. Upon the State's reasonable request, Contractor will review such safeguards with the State.

3) Contractor understands that it is subject to the HIPAA Enforcement Rule under which Contractor may be subject to criminal and civil penalties for violations of and non-compliance with the HIPAA Rules.

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

1) As a Business Associate Contractor, it understands that it is subject to the HIPAA Breach Rule.

2) If a Security Incident occurs or if Contractor suspects that a Security Incident may have occurred with respect to PII in Contractor's safekeeping or as otherwise being legitimately used by Contractor in Contractor's performance of its services under this Contract:

a) Contractor shall notify the State of the Security Incident within twenty-four (24) hours of when Contractor discovered the Security Incident; such notification shall be made to the FSSA Privacy & Security Office in a manner reasonably prescribed by the FSSA Privacy & Security Officer and shall include as much detail as the Contractor reasonably may be able to acquire within the twenty-four (24) hour period.

b) For the purposes of such Security Incidents, "discovered" and "discovery" shall mean the first day on which such Security Incident is known to the Contractor or, by exercising reasonable diligence, would have been known to the Contractor. Regardless of whether the Contractor failed to exercise reasonable diligence, improperly delaying the notification of discovery beyond the twenty-four (24) hour requirement, the Contractor will notify the FSSA Privacy & Security Office within twenty-four (24) hours of gaining actual knowledge of a Security Incident.

c) In collaboration with the FSSA Privacy & Security Office, Contractor shall undertake all commercially reasonable efforts necessary to thoroughly investigate the Security Incident and to provide all results of such investigation to the FSSA Privacy & Security Office, including but not limited to Contractor personnel involved, source and cause of the Security Incident, specific information disclosed or possibly exposed, disclosure victims (those whose PII was disclosed or may have been disclosed or exposed to unauthorized access/use), disclosure recipients, supporting materials, actions taken to mitigate or stop the Security Incident, and similar details.

d) Contractor's investigation must be undertaken expeditiously and completed to the extent that a determination of whether a Breach has occurred can be reasonably made, including the identification of the victims or likely victims, within a reasonable timeframe as mutually agreed upon with the FSSA Privacy & Security Office, from the date of discovery of the Security Incident. Contractor shall provide details of its investigation to the FSSA Privacy & Security Office on an ongoing basis until the investigation is complete.

e) Contractor and the FSSA Privacy & Security Office will collaborate on the results of Contractor's investigation; the determination as to whether a Breach has occurred rests solely with the FSSA Privacy & Security Office.

f) If it is determined by the FSSA Privacy & Security Office that a Breach has occurred:

I. Contractor agrees that it shall be responsible for, including all costs with respect to, fulfilling the State's and/or Contractor's obligations for notice to all of the known and suspected victims of the Breach. Such notice shall comply with the HIPAA Breach Rule notification requirements and/or applicable notification requirements under State law or regulation.

II. Contractor further agrees that such notification will be made under its name, unless otherwise specified by the FSSA Privacy & Security Office. Contractor will coordinate its Breach notification efforts with the FSSA Privacy & Security Office; the FSSA Privacy & Security Office will approve Contractor's Breach notification procedures and plans, including the format and content of the notice(s) prior to such notification being made.

III. Contractor accepts full responsibility for the Breach and any resulting losses or damages incurred by the State or any victim of the Breach.

IV. Contractor will undertake all commercially reasonable efforts necessary to mitigate any deleterious effects of the Breach for the known and suspected victims of the Breach.

V. The State, through the FSSA Privacy & Security Office, will make the appropriate notifications to HHS and/or the applicable Federal or State agencies with respect to the Breach, unless the Contractor is directed to do so by the FSSA Privacy & Security Office.

g) Contractor will undertake commercially reasonable corrective actions to eliminate or minimize to the greatest degree possible the opportunity for an identified Security Incident to reoccur and provide the FSSA Privacy & Security Office with its plans, status updates, and written certification of completion regarding such corrective actions.

3) If Contractor observes or otherwise becomes aware of a Security Incident or suspected Security Incident outside of Contractor's scope of responsibilities under this Contract (for example, affecting PII not in Contractor's safekeeping), Contractor agrees to promptly report such Security Incidents to the FSSA Privacy & Security Office and cooperate with the FSSA Privacy & Security Office's investigation of the Security Incident.

G. Subcontractors. Contractor agrees that in accordance with the HIPAA Privacy Rule, CMPPA, IEA, and 45 CFR §155.260 any subcontractors engaged by Contractor (in compliance with this Contract) that will create, receive, maintain, use or transmit State PII on Contractor's

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behalf will contractually agree to the same restrictions, conditions, and requirements that apply to Contractor with respect to such PII.

H. Access by Individuals to their PHI/PII. Contractor acknowledges that in accordance with the HIPAA Privacy Rule and 470 IAC 1-3-1, *et seq*, individuals for whom Contractor has direct possession of their PHI/PII on the State's behalf have the right to inspect and amend their PHI/PII, and have the right for an accounting of uses and disclosures of such PHI/PII, except as otherwise provided therein. Contractor shall provide such right of inspection, amendment, and accounting of disclosures to such individuals upon reasonable request by the State (or by such individuals if the State directly refers such individuals to Contractor). In situations in which Contractor does not have direct possession of such PHI/PII, then the State shall be responsible for such inspection, amendment, and accounting of disclosures rights by individuals.

I. Access to Records. Contractor shall make available to HHS and/or the State and/or other Federal agencies so authorized by law Contractor's internal practices, books, and records relating to the use and disclosure of PHI and PII provided to Contractor by the State or created, received, maintained, used, or transmitted by Contractor on the State's behalf. Contractor shall promptly inform the State by giving notice to the FSSA Privacy & Security Office of any request by HHS (or its designee), other State agencies, or other Federal agencies for such internal practices, books, and/or records and shall provide the State with copies of any materials or other information made available to such agencies.

J. Return of Protected Health Information. Upon request by the State or upon termination of this Contract, Contractor will, at the State's sole option, either return or destroy all copies of any PHI or PII provided to Contractor by the State, including PHI or PII created, received, maintained, used or transmitted by Contractor on the State's behalf and Contractor shall warrant in writing that it has returned or destroyed such PHI and/or PII. Further, upon termination of this agreement Contractor will not retain any copies of any such PHI and PII and shall warrant same in writing.

K. At the sole discretion of the State, the State may terminate this Contract for Contractor's material breach of this Section.

L. Contractor agrees to participate in a disaster recovery plan, as appropriate to the Contractor's services, as determined by the State to be necessary to uphold integral business functions in the event of an unforeseen disaster.

M. Drug and Alcohol Records. In the performance of the services under this Contract, Contractor may have access to confidential information regarding alcohol and drug abuse patient records. Contractor agrees that such information is confidential and protected information and promises and assures that any such information, regardless of form, disclosed to Contractor for the purposes of this Contract will not be disclosed or discussed with others without the prior written consent of the State. The Contractor and the State will comply with the applicable requirements of 42 CFR Part 2 and any other applicable Federal or state law or regulatory requirement concerning such information. The Contractor will report any unauthorized disclosures of such information in compliance with this Section.

N. 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

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Social Security numbers maintained by the State in its computer system or other records. In addition to the covenant made above in this Section and pursuant to 10 IAC 5-3-1(4), the Contractor and the State agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Contract. The Contractor shall report any unauthorized disclosures of Social Security numbers to the FSSA Privacy & Security Office within one (1) business day of the date of discovery in accordance with this Section.

O. Contractor will indemnify and hold the State harmless from any loss, damage, costs, expense, judgment, sanction or liability, including, but not limited to, attorneys' fees and costs, that the State incurs or is subject to, as a result of a breach of this Section by the Contractor or any subcontractor, agent or person under Contractor's control. In the event a claim is made against the State for any such claim, cause of action, liability, damage, cost or expense, State may, at its sole option: (i) tender the defense to Contractor, who shall provide qualified and competent counsel to represent the State interest at Contractor's expense; or (ii) undertake its own defense, utilizing such professionals as it deems reasonably necessary, holding Contractor responsible for all reasonable costs thereof. In any event, the State shall have the sole right to control and approve any settlement or other compromise of any claim brought against it that is covered by this Section.

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

Q. <u>Access to FSSA and/or State Information Systems.</u>

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

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

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

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

c) All members of Contractor's workforce who are or will be granted access to FSSA and/or State Information systems will agree in writing or through electronic confirmation to the rules of behavior regarding access to and use of FSSA and/or State information systems; such rules of behavior include but are not limited to the State Information Technology Resources User Policy ("ITR").

d) All members of Contractor's workforce who are or will be granted access to the FSSA Division of Family Resources ("DFR") eligibility and enrollment systems, a subset of FSSA Information Systems as defined by DFR, will agree in writing or through electronic confirmation to the DFR Rules of Behavior.

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

f) Any members of Contractor's workforce who fail to complete the required training as described above within the scheduled timeframes or who fail to agree to the rules of behavior will not be permitted to access FSSA and/or State information systems.

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

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

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

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

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

R. <u>45 CFR §155.260 Compliance.</u>

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

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

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

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

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

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

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

   v. Contractor agrees that it will comply with the applicable provisions under 45 CFR §155.260 as a non-exchange entity; specifically, Contractor will comply with the MARS-E 2.2 privacy and security control requirements and with any subsequent versions of those control requirements promulgated by CMS with Contractor's compliance with those subsequent versions to be achieved by the compliance date established by CMS in such subsequent versions.

S. Information Systems Outside of the State Network, including Cloud-based Services.

1) To provide the Services under this Contract, if the Contractor employs or provides Information Systems that are external to the State Network, in whole or in part, then:

   i. The External Information Systems will be FedRAMP Authorized at the FIPS 199 Moderate level.

   ii. Contractor will provide the State with a copy of the current FedRAMP Authorization(s) for the External Information Systems provided or employed under this Contract and any renewed FedRAMP Authorization(s) issued thereafter.

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iii. Contractor will provide the State with a copy of the most recent SOC 2 (Service Organization Control Type 2) report for the External Information Systems provided or employed under this Contract and annually thereafter as each annual SOC 2 report is completed.

iv. If the most recent SOC 2 report(s) contains a qualified opinion by the service auditor, Contractor will provide the State with its Plan of Action & Milestones to resolve the qualified opinion. The State has the right to terminate the Contract (in accordance with the terms herein) if Contractor materially fails to resolve the deficiencies identified in the SOC 2 report in a timely manner consistent with its Plan of Action & Milestones or fails to receive an unqualified option by the service auditor on the next, annual SOC 2 report.

v. The State has the right to terminate the Contract (in accordance with the terms herein) if the Contractor's External Information Systems are no longer FedRAMP Authorized at the FIPS 199 Moderate level.

vi. Contractor agrees that all External Information Systems provided or employed under this Contract by Contractor are subject to the requirements specified under Section R above.

vii. Contractor agrees that these Section S requirements apply to all instances of External Information Systems provided or employed by Contractor to provide the Services, including if such External Information Systems are provided, in whole or in part, by one or more third parties, such as Cloud-service Providers, under a separate agreement between the Contractor and the third-party(ies). The FedRAMP Authorizations and the SOC 2 reports are then required for both the Contractor's External Information Systems and the third-party(ies') External Information Systems.

viii. As used in this Contract, "External Information Systems" means any information system that is external to the State network; that is, not physically housed on State premises and connects to the State network through a State-approved connection such as secured web services, Virtual Private Network, secured data exchanges, and similar methods. This includes Cloud-based Services. The External Information Systems may include application software, computing infrastructure and hardware, data management and storage systems, middleware, and similar computing components, in total or in part, and whether provided solely by Contractor through Contractor's agreement with third parties, necessary for Contractor to deliver the Services.

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 affect an orderly and efficient transition to a successor.

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

1) Furnish phase-in, phase-out services for up to sixty (60) days after this Contract expires; and

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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 a condition precedent to entering this contract, and as required by IC § 22-5-1.7 and Executive Order 25-29, the Contractor swears or affirms under the penalties of perjury that the Contractor has not knowingly employed, and will not knowingly employ, an unauthorized alien. The Contractor further affirms that:

A. The Contractor has enrolled in, and verified the work eligibility status of all his/her/its 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 has not knowingly employed or contracted with, and shall not knowingly employ or contract with, an unauthorized alien. The Contractor has not retained, and shall not retain, an employee, and has not contracted and shall not contract with a person, that the Contractor subsequently learned or learns is an unauthorized alien.

C. The Contractor has required and 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 and to provide any and all such certifications to the State promptly upon request.

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

19. Employment Option

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

20. Force Majeure

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

21. Funding Cancellation

As required by Financial Management Circular 3.3 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

22. Governing Law

This Contract shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

23. HIPAA Compliance

This information has been incorporated into Clause 12.

24. Indemnification

The Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all third-party claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. The State will not provide indemnification to the Contractor.

25. Independent Contractor; Workers' Compensation Insurance

The Contractor is performing as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of an employment, agency, partnership or joint venture agreement between the parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subcontractors of the other party. The Contractor shall provide all necessary unemployment and workers' compensation insurance for the Contractor's employees, and 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	PHONE	COMPANY NAME and Contact's email	SCOPE OF PRODUCTS and/or SERVICES	UTILIZATION DATES	PERCENT
		NONE			

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

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

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

27. Information Technology Enterprise Architecture Requirements

If 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. All insurance documents shall be sent electronically as .pdf documents to mailto:insurancedocuments.fssa@fssa.in.gov.

B. The Contractor's insurance coverage must meet the following additional requirements:

1) The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.

2) Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.

3) The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this Contract shall not be limited by the insurance required in this Contract.

4) The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State agency.

5) The Contractor waives and agrees to require their insurer to waive their rights of subrogation against the State of Indiana.

C. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the State to immediately terminate this Contract. The Contractor shall furnish a certificate of insurance and all endorsements to the State before the commencement of this Contract.

29. Key Person(s)

A. If both parties have designated that certain individual(s) are essential to the services offered, the parties agree that should such individual(s) leave their employment during the term of this Contract for whatever reason, the State shall have the right to terminate this Contract upon thirty (30) days' prior written notice.

B. In the event that the Contractor is an individual, that individual shall be considered a key person and, as such, essential to this Contract. Substitution of another for the Contractor shall not be permitted without express written consent of the State.

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

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

30. Licensing Standards

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

31. Merger & Modification

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

32. Minority and Women's Business Enterprises Compliance

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

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

MBE/WBE	PHONE	COMPANY NAME AND CONTACT'S EMAIL	SCOPE OF PRODUCTS and/or SERVICES	UTILIZATION DATE	PERCENT
		NONE			

A copy of each subcontractor agreement must be submitted to the Division of Supplier Diversity within thirty (30) days of the effective date of this Contract. The subcontractor agreements may be uploaded into Pay Audit (Indiana's subcontractor payment auditing system), emailed to 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:
Care Programs Director
Office of Medicaid Policy and Planning
405 West Washington Street Room W374
Indianapolis, IN 46204
E-mail: Holly.cunninghampiggott@fssa.in.gov

B. Notices to the Contractor shall be sent to:
Angela Kesler, IN DSNP Executive Director
UnitedHealthcare Insurance Company
2955 North Meridian Street, Suite 401
Indianapolis, IN 46208
E-mail: Angela_Kesler@uhc.com

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

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, and (3) attachments prepared by the Contractor. All attachments, and all documents referred to in this paragraph, are hereby incorporated fully by reference.

36. Ownership of Documents and Materials

A. All documents, records, programs, applications, data, algorithms, film, tape, articles, memoranda, and other materials (the "Materials") not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the Contractor hereby transfers and assigns any ownership claims to the State so that all Materials will be the property of the State. If ownership interest in the Materials cannot be assigned to the State, the Contractor grants the State a non-exclusive, non-cancelable, perpetual, worldwide royalty-free license to use the Materials and to use, modify, copy and create derivative works of the Materials.

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

37. Payments

A. All payments shall be made 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 State Comptroller's Office. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC §4-13-2-20.

B. Claims shall be submitted for reimbursement in accordance with the specified Component Descriptions and Unit Descriptions defined on the State-generated FSSA Contract Claim Reimbursement Form. Costs are incurred on the date goods, services, and/or deliverables are satisfactorily provided in full and/or **after** a reimbursable expense has been paid. Reimbursement shall be based on actual goods, services and/or deliverables provided and/or actual reimbursable expenses previously paid. Claims shall be submitted to the State within sixty (60) calendar days following the end of the month in which goods, services or deliverables were provided and/or expenses were paid. The State has the discretion, and reserves the right, to **not pay** any claims submitted later than sixty (60) calendar days after a specific Contract Claim Reimbursement Form Item Description expiration date or termination of this agreement. Payment for claims submitted after that time may, at the discretion of the State, be denied.

C. At the time that the final claim is submitted, all reconciliation issues must be resolved including the return of any incorrectly reimbursed monies or credits received for expenses previously reimbursed. Incorrectly reimbursed funds or credits received for expenses reimbursed will be returned immediately upon discovery as a direct payment, not credit, to

the "State of Indiana." Each return of funds will be accompanied with a completed FSSA Contract Claim Reimbursement Form identifying specific Components to be credited (negative) and each associated month reported on the original reimbursement request. Payments and FSSA Contract Claim Reimbursement Forms will be submitted to FSSA Administrative Services using the address provided on the reimbursement form.

D. Claims must be submitted with accompanying supportive documentation, as designated by the State. Incomplete claims submitted or claims submitted without supportive documentation will be returned to the Contractor and/or Grantee and not processed for payment. Failure to successfully perform or execute the policies and/or provisions made in this contract may result in the denial and/or partial payment of claims submitted for reimbursement.

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

38. Penalties/Interest/Attorney's Fees

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

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

39. Progress Reports

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

40. Public Record

The Contractor acknowledges that the State will not treat this Contract as containing confidential information, and 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 *most current State of Indiana SCM Template*) in any way except as follows:

12. Confidentiality, Security and Privacy of Personal Information. *Modified.*
23. HIPAA Compliance. Incorporated into Clause 12.
28. Insurance. Subclause A modified.
37. Payments. *Modified.*
51. Federal Requirements. *Added.*

51. Federal Requirements

The Contractor must comply with the following Federal provisions:

A. Prevention and Fraud Abuse.

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

In any inspection, review, or audit of the Contractor by (or at the behest of) the State or federal government, the Contractor shall provide upon request copies of its written policies regarding fraud, waste, and abuse. Contractor shall submit to OMPP a corrective action plan within sixty

days (60) if the Contractor is found not to be in compliance with any part of the requirements stated in this paragraph. If Contractor is required to submit a corrective action plan and does not do so within sixty (60) days, the state may withhold payment to the Contractor until a corrective action plan is received.

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

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

1. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Contractor receives Federal financial assistance under this Contract.

2. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his/her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Contractor receives Federal financial assistance under this Contract.

3. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Contractor receives Federal financial assistance under this Contract.

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

5. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681, 1683, and 1685-1686), and all requirements imposed by or pursuant to regulation, to the end that, in accordance with the Amendments, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Contractor receives Federal financial assistance under this Contract.

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

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C. Conveyance of Documents and Continuation of Existing Activity.

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

D. Environmental Standards.

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

E. Lobbying Activities.

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

F. Financial Disclosure.

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

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entity in which a person with an ownership or controlling interest in the disclosing entity has an ownership or controlling interest.

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Non-Collusion and Acceptance

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

Agreement to Use Electronic Signatures

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

UNITEDHEALTHCARE INSURANCE COMPANY

Signed by:

By: Chris Callahan

C18839BC8EBE468...

Title: Chief Executive Officer

Date: 6/11/2025 | 15:26 EDT

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

Signed by:

By: Miller,Eric-405

5D870ABF9BAF4C5...

Title: Deputy Secretary

Date: 6/16/2025 | 08:29 PDT

Electronically Approved by: Department of Administration By: (for) Brandon Clifton, Commissioner	
Electronically Approved by: State Budget Agency By: (for) Chad Ranney, State Budget Director	Electronically Approved as to Form and Legality by: Office of the Attorney General By: (for) Theodore E Rokita, Attorney General

Exhibit 1
ACKNOWLEDGEMENT OF AWARENESS, SERVICES TO BE PROVIDED

1. Acknowledgment of Awareness

By executing this agreement, the Medicare Advantage Organization (MAO) Contractor acknowledges it is aware of, understands, and agrees to the following:

CY2026 Intentions:

A. The State values the opportunities for increased integration of care and improved health outcomes that the alignment of Medicaid and Medicare systems provides, and views increased alignment as a primary tool to achieve its Managed Medicaid Long-Term Services and Supports (mLTSS) program goals. To support these values, the State has implemented the Indiana PathWays for Aging program (PathWays) to replace its existing Fee-For-Service (FFS) Long-Term Services and Supports (LTSS) service delivery system for individuals aged 60 and older. The Indiana PathWays for Aging program population is comprised of a significant proportion of dual eligible members;

B. The State views Medicare Advantage Dual-eligible Special Needs Plan(s) (D-SNP(s)) as a critical component of the Indiana PathWays for Aging program, as the State desires to better align and integrate care for its dually eligible members;

C. The Indiana PathWays for Aging MCEs are required to maintain a fully developed companion D-SNP that operates statewide. The State shall only contract with aligned D-SNPs with the same parent company as the Indiana PathWays for Aging MCE. The State has the right to establish an enrollment freeze for the FIDE SNP and corresponding Medicaid MCE based on regulatory actions taken by the State that are in the best interest of the State;

D. The State will require FIDE SNPs for the PathWays plan benefit packages(s) (PBP) beginning in CY2026 and will brand this product as Indiana PathWays for Aging Dual Care (PathWays Dual Care). Each FIDE SNP PBP shall use Indiana PathWays for Aging Dual Care or PathWays Dual Care as part of the PBP name;

E. In CY2026 and thereafter, the State will require the Contractor to establish and operate an H-Only contract with CMS that is exclusive to the Indiana D-SNP market and that is compliant with 42 CFR 422.107(e). The Contractors shall work with CMS to appropriately crosswalk all eligible individuals into the new H contract PBP for PathWays Dual Care for January 1, 2026.

F. The State will require exclusively aligned enrollment effective January 1, 2026, for full-benefit dual eligible Indiana PathWays for Aging members choosing to enroll in Indiana PathWays for Aging Dual Care product as defined under 42 CFR 422.2;

G. The State will require in CY2026 that exclusively aligned PathWays Dual Care plans must demonstrate a fully operational unified grievances and appeals process that conforms to CMS requirements outlined under 42 CFR 422.629 - 42 CFR 422.634, 42 CFR 438.210, 42 CFR 438.400, and 42 CFR 438.402;

H. The State will require the following integrated materials; a single ID card; a combined provider and pharmacy directory; integrated formulary (list of covered drugs); summary of benefits.

I. The State will require in CY2026 that D-SNPs must offer two D-SNP PBPs that meet the following requirements: (1) available to full-benefit dual eligible individuals that are not eligible for the Indiana PathWays for Aging program (QMB-Plus, SLMB-Plus, Other FBDE); (2) available to partial-benefit dual eligible individuals (QMB-only, SLMB-only, QI, QDWI). Additionally, the State will allow D-SNPs to choose to operate at least one but no more than two Indiana PathWays for Aging Dual Care PBPs for PathWays members, which include QMB-Plus, SLMB-Plus, and Other FBDE members. All PBPs offered by the D-SNP must be operational by January 1, 2026, and are subject to the same requirements under this agreement. The State will require that if two distinct PBPs are

offered for PathWays members, the PBPs will be distinguished by those individuals that are not eligible for Nursing Facility Level of Care (non NFLOC) and those that are NFLOC, specifically, PathWays Waiver enrollees, Money Follows the Person (MFP) participants, and long-term Nursing Facility residents.

For the purpose of determining which PathWays Dual Care PBP for which an individual is eligible, individuals meeting NFLOC can be identified via the 270/271 file exchange with the State. The State will provide written technical guidance as a supplemental resource to this contract on how to use the 271-response file for this purpose.

J. Beginning in CY2026, the State intends to be a more active partner with the Contractor in determining its supplemental benefit offerings and better capturing the value of supplemental benefits offerings for CY2027 to Indiana members. The State intends to collaborate with the Contractors to develop and provide D-SNP supplemental benefit offerings that are well-aligned with Indiana PathWays for Aging Medicaid benefit as well as support individuals enrolled in one of the other D-SNP PBP offerings. This includes D-SNPs providing details of CY2026 proposed supplemental benefits offerings to allow for review and input prior to CMS submission. The State acknowledges and agrees that the details it receives about a D-SNP's proposed supplemental benefits offerings are subject to this Contract's confidentiality and non-disclosure provisions, specifically including, without limitation, the supplemental benefits confidentiality and non-disclosure provisions in Exhibit 1, section 4 (Duties of Contractor);

K. The State intends to continue to develop and enhance State Medicaid Agency Contract (SMAC) requirements for all D-SNPs operating in the State. The State will work to build robust partnerships with all Indiana D-SNPs and increase its levels of collaboration. The State's work will aim to advance its stated integration and alignment goals, to improve health outcomes for its members, and to drive sustained Indiana PathWays for Aging program success;

L. Companion Indiana PathWays for Aging Dual Care PBPs must also ensure they adhere to any requirements stemming from contracting with its aligned Indiana PathWays for Aging plan. In the event that there are duplicate requirements outlined in this contract, the Contractor must follow the requirement that has the more stringent requirements;

M. In the event that a member who is ineligible for an Indiana PathWays for Aging Dual Care PBP becomes eligible then the member may stay enrolled in their current PBP until the end of the contract year. The D-SNP must work with CMS to crosswalk the member into the appropriate PBP for the following benefit year. In the event that a member in the PathWays Dual Care PBPs becomes ineligible due to NFLOC status they may remain in that PBP until the end of the contract year. The D-SNP must work with CMS to crosswalk the member into the appropriate PBP.

N. The State will require in CY2026 that companion Indiana Pathways for Aging Dual Care D-SNPs operated by the same legal entity as an Indiana PathWays for Aging MCE must maintain a provider network that has at minimum 80% overlap on select provider type basis with the provider network of its aligned Indiana PathWays for Aging MCE. In CY2025, the State will collect data on the current overlap percentages. The specific provider types to be included in this requirement will be provided in a separate communication from the State to the Contractors.

O. The State desires Contractors to establish clear procedures for supporting members who are being discharged from State Psychiatric Hospitals (SPH). The State desires that D-SNP care managers build in processes for discharge planning for those being discharged from an SPH back to a community setting, such as collaborating with SPH staff and CMHC gatekeepers in advance of discharge.

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P. The Contractor shall have mechanisms in place to ensure the continuity of care and coordination of medically necessary health care services for newly enrolled PathWays Dual Care plan members. The Contractor shall honor the previous care authorizations for one of the following durations, whichever comes first: ninety (90) calendar days from the member's date of enrollment with the Contractor, or the remainder of the prior authorized dates or service, or until the approved units of service are exhausted. The Contractor shall establish policies and procedures for identifying outstanding prior authorization decisions at the time of the member's enrollment in their plan. Additionally, when a member transitions to another source of coverage, the Contractor shall be responsible for efficiently providing the receiving entity with information on any current service authorizations, utilization data and other applicable clinical information such as prevention and wellness program(s), case management or care management notes.

Q. D-SNPs are required to outreach at least two times to any full benefit Dual eligible member enrolled in their non-D-SNP Medicare Advantage product. At least one of the communications with the individuals must be in writing.

These communications need to occur prior to the Medicare annual enrollment period. The purpose of this communication is to provide education about the D-SNP product, benefits of enrolling in their D-SNP and support on changing plan selection.

CY2027 Intentions

R. The State will take appropriate action to implement any policy changes necessary to effectuate the most recent CMS regulatory requirements around D-SNPs.

S. In CY2027 the definition of "High Risk Member" will include Indiana Medicaid members that are enrolled with Community Integration and Habilitation (CIH) HCBS Waiver and Family Supports HCBS Waiver (FSW) services. As such, in CY2027, members identified as CIH and FSW will be subject to Contractor Information Sharing requirements in the 2026 SMAC in Section 4.B. below.

2. BACKGROUND

FSSA administers the Medicaid program in the State of Indiana under Title XIX of the Social Security Act.

Contracts with the Centers for Medicare & Medicaid Services (CMS) to sponsor MAOs under Title XVIII of the Social Security Act, including D-SNP(s) that arrange for the provision of Medicare services for individuals who are dually eligible for both Medicare and Medicaid benefits pursuant to Titles XVIII and XIX of the Social Security Act.

The Medicare Improvements for Patients and Providers Act of 2008 and its implementing regulations issued by CMS require that the Contractor enter into a contract with the State Medicaid Agency to coordinate benefits and/or services for Members of the Contractor's D-SNP(s) within the State. The Balanced Budget Act of 2018 and its implementing regulations issued by CMS require the Contractor D-SNP to maintain a level of integration between Medicaid and Medicare.

The Contractor and the State desire to enter into an arrangement regarding the provision of Medicare benefits by the Contractor's D-SNPs within the State in an effort to improve the integration and coordination of such benefits as well as to improve the quality of care and reduce the costs and administrative burdens associated with delivering such care.

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3. DEFINITIONS

Alignment: The coordination and streamlining of Medicare and Medicaid regulations, policies, and operations to increase overall program effectiveness; to identify and eliminate conflicting program requirements and competing program incentives; as well as to bridge identified program gaps.

Aligned Enrollment: The enrollment in a dual eligible special needs plan of full-benefit dual eligible individuals whose Medicaid benefits are covered under a Medicaid managed care organization contract under section 1903(m) of the Act between the applicable State and the dual eligible special needs plan's (D-SNP's) MA organization, the D-SNP's parent organization, or another entity that is owned and controlled by the D-SNP's parent organization. When State policy limits a D-SNP's membership to individuals with aligned enrollment, this condition is referred to as exclusively aligned enrollment.

Default Enrollment: Subject to both State and CMS approval, Medicare Advantage Organizations (MAOs) may automatically enroll members of an affiliated Medicaid Managed Care Organization (MCO) into its Medicare Dual Eligible Special Needs Plan (D-SNP) when that member becomes newly eligible for Medicare Parts A and B by virtue of age or disability for the first time and will remain in the Medicare managed care plan upon conversion to Medicare.

Exclusive Alignment: When a state policy limits a D-SNP's membership to individuals with aligned enrollment (see 42 CFR 422.2)

Health and Wellness Waiver: An Indiana Medicaid waiver program authorized under §1915(c) of Title XIX of the Social Security Act that provides an alternative to nursing facility admission for individuals under age 60. The waiver is designed to provide services to supplement informal supports for people who would require care in a nursing facility if waiver or other supports were not available. Waiver services can be used to help people remain in their own homes, as well as assist people living in nursing facilities to return to community settings such as their own homes, apartments, assisted living or Adult Family Care.

High-Risk Member: For the purposes of this agreement, this term refers to an Indiana Medicaid member who is enrolled with Health and Wellness (H&W) Waiver services or Money Follows the Person (MFP) and not any specific clinical condition.

Home and Community-Based Services (HCBS): Services that are provided, pursuant to the Indiana Section 1915(c) waiver, as an alternative to long-term care institutional services in a nursing facility or an Intermediate Care Facility for Individuals with Intellectual Disabilities (ICF/IID) or to delay or prevent placement in a nursing facility. For the purposes of this contract, HCBS Waiver refers to the Waiver population within the Indiana PathWays for Aging program.

Indiana PathWays for Aging: Indiana’s health care program for Medicaid enrollees who are 60 years of age and older and are eligible for Medicaid on the basis of age, blindness, or disability. Enrollees include members who have a full Medicare benefit, those in a nursing facility, and those who are receiving long-term care services and supports in a home or community-based setting.

Indiana PathWays for Aging Dual Care: A D-SNP PBP that provides exclusively aligned enrollment and integrated Medicare coverage for PathWays eligible Medicaid members under the same corporate entity as an Indiana PathWays for Aging MCE.

Integration: Providing a full array of Medicaid and Medicare benefits through a single delivery system to provide quality care for dual eligible enrollees, improve care coordination, and reduce administrative burdens.

Other Full-Benefit Dual Eligible (Other FBDE): The member is eligible for full Medicaid benefits but is not enrolled as QMB or SLMB. The member's benefits include payment of the member's Medicare Part B premium as well as coverage for Medicare Parts A and B deductibles and coinsurance.

Qualified Disabled Working Individual (QDWI): The member's benefit is payment of the member's Medicare Part A premium. Members in this category are ineligible for full coverage under the Medicaid State Plan. The EVS identifies this coverage as Qualified Disabled Working Individual.

Qualified Medicare Beneficiary (QMB) Only: The member's benefits are limited to payment of the member's Medicare Part A and Part B premiums as well as Medicare deductibles, coinsurance, and copayments on services covered under Medicare Parts A and B.

Qualified Medicare Beneficiary Plus (QMB+): The member's benefits include payment of the member's Medicare Part A and Part B premiums as well as Medicare deductibles, coinsurance, and copayments on services covered under Medicare Parts A and B. This is in addition to Traditional Medicaid benefits.

Qualifying Individual (QI): The member's benefit is payment of the member's Medicare Part B premium. Members in this category are ineligible for full coverage under the Medicaid State Plan. The Eligibility Verification System (EVS) identifies this coverage as Qualified Individual.

Specified Low-Income Medicare Beneficiary (SLMB) Only: The member's benefits are limited to payment of the member's Medicare Part B premium only.

Specified Low-Income Medicare Beneficiary Plus (SLMB+): The member's benefits include payment of the member's Medicare Part B premium in addition to Traditional Medicaid benefits. Traditional Medicaid benefits provide coverage for Medicare Parts A and B deductibles and coinsurance for services also covered by IHCP.

Supplemental Benefits: An item or service not covered by original Medicare, that is primarily health related and for which the Medicare Advantage plan must incur a non-zero direct medical cost.

4. DUTIES OF CONTRACTOR

A. To support ongoing engagement and commitment to improving integration of Medicare and Medicaid services for dual eligible individuals in Indiana and to foster increased efficiencies and alignment between Medicare and Medicaid operations, processes, and administration, the State shall require the Contractor to dedicate resources and time to attend and engage in regular, ongoing meetings to build meaningful communication and collaboration between the State and all Indiana D-SNPs.

The Contractor shall designate sufficient resources, time, and personnel to attend, at a minimum the following recurring meetings:

1. Quarterly State and MAO D-SNP Executive Update;
2. Monthly D-SNP/Area Agency on Aging (AAA) Care Coordination Workgroups;
3. Monthly D-SNP/State Compliance Updates; and
4. Annual Contract Year State Medicaid Agency Contract (SMAC) Kickoff.

The Contractor will also be expected to participate and commit sufficient time and staff for initiatives and projects that support the implementation of SMAC requirements. The Contractor shall also attend ad-hoc meetings as requested by the State. The State reserves the right to request and require specific Contractor D-SNP staff members to attend any D-

SNP related meetings. The Contractor shall accommodate staff schedules to permit staff attendance and participation in scheduled ad hoc meetings.

The Contractor shall coordinate with the Medicare and Medicaid Coordination Manager in the Indiana Office of Medicaid Policy and Planning (OMPP) to determine all required meeting participants as well as agenda content, meeting duration, scheduling logistics, and meeting frequency.

Information Sharing

B. Upon the Contractor learning a member, who is identified as High-Risk under Section L of this clause and in the Contract Definitions above, is subject to one of the following scenarios, the Contractor shall notify FSSA within two (2) business days, in a manner and format prescribed by FSSA:

1. When a High-Risk member is admitted, discharged, or transferred to/from an acute care hospital or Skilled-Nursing facility;

2. When a High-Risk member receives observation or emergency care within an acute care hospital.

The Contractor shall at minimum use the Indiana Health Information Exchange (IHIE) as a source for this information. See Section X for more details on minimum contracting requirements with IHIE.

In the event the Contractor delegates its responsibility for notifying FSSA under this clause to a subcontractor, the Contractor shall retain responsibility for compliance with the notification requirements in this clause as well as any data submission requirements, which may include state specified data fields and file format requirements.

C. The State shall provide the Contractor with the file format, data fields, and Secure File Transfer Protocol (SFTP) access to submit the notifications required under Section B of this contract. The Contractor must demonstrate readiness to submit required notifications to the State no later than January 1 of the contract year.

D. Upon receiving notification of admission, discharge, or transfer to/from an acute care hospital or Skilled-Nursing facility, the Contractor shall coordinate care management activities with the member's designated Health and Wellness Home and Community-Based Service (HCBS) Waiver service coordinator (henceforth referred to as "service coordinator"). The Contractor shall coordinate with the service coordinator regarding discharge/transition planning including the arrangement of any medically necessary home health services, the provision of durable medical equipment (DME), the provision of personal care services, as well as any additional HCBS services (including other Health and Wellness Waiver services).

E. Upon receiving notification of an observation stay or emergency care, the Contractor shall coordinate care management activities with the service coordinator to address the High-Risk member's needs and services.

F. The State will use an extract process, or other system of data sharing, to support the D-SNP's ability to identify Medicaid participant enrollment and High-Risk status. The Contractor must demonstrate the ability to identify and incorporate the relevant data fields from its eligibility and enrollment file exchange with the State to identify all High-Risk members out of its total Indiana membership. The Contractor shall maintain the capability to refresh its eligibility and enrollment data on a weekly basis at minimum to ensure an accurate count of its current High-Risk membership.

G. The State will provide ongoing and updated guidance and assistance to the Contractor to identify accurately all relevant data fields and information received through the eligibility and enrollment file exchange process to enhance its existing data collection and analytical systems to identify High-Risk members.

Contractors must be able to demonstrate they can identify and use relevant level of care (LOC) indicators provided to the Contractor through the State eligibility file exchange. The Contractor must successfully demonstrate to the State it can successfully identify the relevant LOC indicators designated by the State as well as the ability to process and incorporate this indicator data into its systems and processes.

Coordination of Care, Services, and Payments

H. The Contractor will make available to Medicaid qualified recipients ("Qualified Recipients") who have Medicare Part A and Part B coverage and reside in the Counties listed in Exhibit 2 of this contract, a health insurance policy (the "Plan") providing benefits as outlined in the Contractor's Medicare Advantage health benefit plan. For those who enroll in the Contractor's D-SNP, the Contractor shall be responsible for coordinating the Plan benefits with the Medicaid covered services as set forth in **ATTACHMENT B** to this Exhibit 1, entitled **MEDICAID SERVICES.**

I. The Contractor shall recognize limits on the out-of-pocket costs for the dual-eligible persons enrolled in its Plans. The Contractor shall not impose cost-sharing requirements on dual-eligible Plan members that would exceed the amounts permitted under Medicaid regulations. See the Cost-Sharing Coverage section for more details.

J. Medicaid is required by federal regulations to access all third-party payment sources and to seek reimbursement for services that have also been paid by Medicaid. "Third Party" means an individual, institution, association, corporation or public or private agency, including Medicare, private health insurance and workers compensation insurance that is liable for payment of all or part of the medical cost of injury, disease or disability of a Medicaid beneficiary. The Contractor shall cooperate with the State's efforts to enforce third party liability, including procedures for appropriate coordination of benefits between Medicare and Medicaid. Medicare benefits, including those offered by the Contractor through its Plans, will sometimes pay after third party resources other than Medicaid and nothing in this Contract shall prevent the Contractor from enforcing its rights with regard to payments of and by any non-Medicaid third party.

K. The Contractor shall assist members in coordinating all needed Medicaid services, facilitating access to those services, and arranging for the provision of such services through identification and referral to participating Medicaid providers—including long-term services and supports (LTSS) and home and community-based service (HCBS) providers—in its provider network and within its approved service area as listed in Exhibit 2 of this Contract. This includes proactively identifying members before they become 60 years of age and assisting them in transitioning to PathWays and the PathWays Waiver when applicable.

L. The Contractor shall be responsible for providing care coordination for all Medicare and Medicaid services for all members the State has designated as High-Risk. For the purposes of this contract, FSSA defines a High-Risk member as any member who is currently enrolled in the Health and Wellness Waiver and Money Follows the Person HCBS programs.

M. The Contractor shall develop separate written care coordination policies for each PBP: Indiana PathWays for Aging Dual Care (NFLOC PBP and non-NFLOC PBP if applicable) non-PathWays Full Duals PBP, and Partial Duals PBP within the MOC submission. Written care coordination policies and amendments for any contract year shall be submitted to FSSA for review at least one hundred and twenty (120) days prior to January 1 of the contract year.

The Contractor shall incorporate the care coordination policies developed under this Section in its D-SNP Model of Care (MOC) which shall be reviewed and approved as part of the

State's MOC review process. The State shall work in good faith with the Contractor on the most efficient and effective incorporation of this information in its MOC and other relevant plan documents as indicated in Section LL of this Contract.

The Contractor shall ensure that its Model of Care (MOC) appropriately reflects updated care coordination standards/requirements corresponding to the changes in coordinating care with the Indiana PathWays for Aging MCEs. The D-SNP will submit to the State with the MOC associated care coordination policies and procedures as evidence of implementation of Indiana PathWays for Aging requirements.

N. The Contractor shall assume primary responsibility for care coordination of aligned PathWays members including a designated D-SNP Care Coordinator (distinguished from D-SNP Care Manager terminology to be used for non-PathWays D-SNP members) and fully integrated HRA, ICP, ICT, and Care Transition Protocols. The Indiana PathWays for Aging Dual Care PBP(s) will provide all covered Medicare benefits to meet or exceed care coordination standards as detailed in the PathWays Scope of Work and including:

a. PathWays stratification to complex care management including but not limited to PathWays Dual Care members with cancer; uncontrolled heart failure, COPD, or diabetes; severe mental illness; and palliative care service needs;
b. PathWays members will have a dedicated longitudinal PathWays Dual Care Care Coordinator (who serves as the PathWays Care Coordinator), responsible for developing and ensuring implementation of the ICP;
c. PathWays specifications on components to be included in the ICP of PathWays Dual Care members;
d. PathWays specifications on frequency of care management contacts and in-person vs telephonic contacts;
e. PathWays specifications on PathWays Dual Care Care Coordinator responsibilities with aligned PathWays Waiver and NF service coordinators;
f. PathWays Dual Care ICT serves as the PathWays ICT;
g. PathWays Dual Care Care Coordinator responsible for care transition processes of PathWays

O. The Contractor shall collaborate with the State to increase the level of integration and alignment of Medicare and Medicaid services to High-Risk members. This shall include all functional and social supports provided through the waivers. To this end, the Contractor—to the greatest extent possible—shall:

1) For all High-Risk members (H&W Waiver and MFP), assign a designated D-SNP care manager who provides longitudinal care coordination that includes coordination with the member's waiver service coordinator and serves as the member's transitions point of contact. Make good faith efforts to enroll these members into case management;

2) Make good faith efforts to incorporate High-Risk members' Health and Wellness Waiver service plans into their D-SNP care plan. The State shall assist the Contractor with accessing the Health and Wellness Waiver service plans through a State-designated system into its existing systems and processes;

3) Identify, assess, and incorporate existing advance directives—including the designation of a health care representative—into each High-Risk member's D-SNP care plan when applicable;

4) Assess and document "What Matters" most to Indiana High-Risk D-SNP members pertaining to critical issues in their lives and goals and preferences for care; and include this information and use it to inform the member's individualized D-SNP care plan when applicable. The Contractor shall use the Resources to Practice Age

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Friendly Care of the Institute for Healthcare Improvement as the source for best practices (http://www.ihi.org/Engage/Initiatives/Age-Friendly-Health-Systems/Pages/Resources.aspx).

5) As part of the Part D Medication Therapy Management (MTM) Program and/or D-SNP care management program, include Comprehensive Medication Review (CMR) annually by a pharmacist working in collaboration with the D-SNP member's care manager and prescriber(s) for PathWays Waiver and H&W Waiver participants with a diagnosis of dementia which includes:

- Medication Action Plan
- Personal medication list
- Summary of recommendations
- Medication refill reminders

P. To facilitate D-SNP member awareness of local community resources and access to non-institutional long term services and supports, the Contractor shall also offer referral within two (2) business days to the appropriate Indiana Area Agency on Aging (AAA), any non-waiver/nursing facility D-SNP member identified as having strong predictors of needing LTSS but who may not already be enrolled in the PathWays Waiver or H&W Waiver or may not be receiving any LTSS currently. For Indiana PathWays for Aging members that are identified as having strong predictors of needing LTSS by the Contractor, the Contractor must coordinate with their PathWays MCE to address member needs as appropriate and eliminate duplication of referrals to the AAAs. Strong predictors of needing LTSS shall be identified through the Contractor's health risk assessment or a change in health status that may include but is not limited to members:

1) Admitted to a Skilled-Nursing facility (SNF);
2) Needing help in Activities of Daily Living (ADLs);
3) Having a diagnosis of dementia.

Q. The State shall establish procedures, the levels of communication, and data submission systems to support the referrals made under Section P of this clause. These shall be continuously developed as part of regular care coordination meetings with the Contractor, the State, and Indiana AAAs. The State shall consider all Contractor feedback and shall have final approval authority. The Contractor shall implement the State-approved procedures established from these meetings. The State will work in good faith with the Contractor to ensure any new procedures, data systems, and communications don't conflict with CMS regulations and requirements and does not disrupt member care.

The Contractor shall regularly communicate and collaborate with the State and Indiana AAAs to maintain up-to-date contact information and working knowledge of AAA operation and practices in order to carry out the referral processes developed as part of this section.

The Contractor shall incorporate in its existing care coordination policies the practices and systems developed to support the referrals outlined in Section P of this clause. These descriptions must be reviewed and approved as part of the State MOC review process.

R. For non-waiver/nursing facility D-SNP members identified as having strong predictors of needing LTSS under Section P of this clause, in addition to offering a referral to the appropriate AAA, the Contractor shall:

1) Work in good faith with the State to develop processes for assessing and documenting informal caregiver supports and to implement a project plan that takes into account the Contractor's system capabilities and capacity. The Contractor is

required to update and revise this plan annually to align with State goals and initiatives that involve informal caregivers.

2) The Contractor shall use data and information sharing to enhance the coordination of Medicare and Medicaid services for members identified under Section P of this clause. The State reserves the right to designate and make good faith requests to change the system and format of data/information sharing as necessary to support the current state and level of success of referrals for these members. Upon such a request from the State, the Contractor shall make reasonable efforts to change the system and format of data/information sharing to comply. Notwithstanding the foregoing, any change to the system and format of data/information sharing shall be implemented in such a way that will not disrupt member care.

The Contractor shall incorporate all processes developed under Sections O-R of this clause into the D-SNP MOC which will be reviewed and approved as part of the State's MOC review. The State shall work in good faith with the Contractor on the most efficient and effective incorporation of this information in its MOC and other relevant plan documents as indicated in Section LL of this Contract.

S. For all members having a Serious Mental Illness (SMI) diagnosis, the Contractor shall,
   a. Assign a designated D-SNP care manager who provides longitudinal care coordination and serves as the member's transition point of contact and
   b. Make good faith efforts to enroll these members into case management. SMI diagnosis is defined as the SMI groupings and diagnoses common to CMS and Indiana: F20 Schizophrenia, F25 Schizoaffective disorder, F31 Bipolar disorder, and F33 Major depressive disorder, recurrent.

T. The Contractor shall identify all members receiving behavioral health services and coordinate care with the appropriate behavioral healthcare provider. These services include:
   a. Medicaid Rehabilitation Option (MRO)
   b. Behavioral and Primary Healthcare Coordination (BPHC)

U. For all members having a diagnosis of dementia, the Contractor shall,
   a. Assign a designated D-SNP care manager who provides longitudinal care coordination and serves as the member's transitions point of contact, and
   b. Make good faith efforts to enroll these members into case management.

V. The Contractor shall work in good faith with the State to develop dementia care, education and supports programming for all D-SNP members with a diagnosis of dementia as well as for the informal caregivers who support them—which can incorporate aspects of current D-SNP dementia programming. As an important component of the Dementia Care Program, the D-SNP will administer a Dementia Caregiver Support Program to caregivers of non-waiver members with a diagnosis of dementia using State modified GUIDE requirements for ongoing caregiver education and support. The Contractor shall submit a draft Dementia Care Program Plan annually for approval one hundred and twenty (120) days prior to January 1 of the contract year. The draft plan shall include program details for all D-SNP members with a diagnosis of dementia. The State reserves the right to require more than one revision cycle with the draft plan. The approval of the draft plan shall take into account Contractor timelines of training, system capabilities, and staffing capacity in order for successful implementation. The Contractor shall make good faith efforts to operationalize the plan for dementia care, education and supports by January 1 of the contract year. The Contractor is required to update and revise as needed its dementia plan to align with State goals and initiatives around dementia care and the State Dementia Strategic Plan defined in Indiana code at IC 12-9.1-5.

W. The Contractor shall work in good faith with the State to develop programming for all D-SNP

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members for risk assessment and prevention of falls. The Contractor shall submit a draft Falls Prevention Plan annually for risk assessment and prevention of falls in D-SNP members. The plan will be submitted to the State for approval one hundred and twenty (120) days prior to January 1 of the contract year. The draft plan shall include program details for D-SNP members with falls and/or at high risk for falls. The State reserves the right to require more than one revision cycle with the draft plan. The approval of the draft plan shall take into account Contractor timelines of training, system capabilities, and staffing capacity in order for successful implementation. The Contractor shall make good faith efforts to operationalize the Falls Prevention Plan by January 1 of the contract year.

X. The Contractor shall establish and maintain access to the Indiana Health Information Exchange (IHIE) to enhance its capacity to coordinate care for its members and improve service provision transparency. The Contractor's IHIE access shall include at a minimum:

1) Contractor submission of eligibility files and reception of Near Real Time Admission, Discharge, and Transfer (ADT) alerts via the HL7 process; and

2) D-SNP care manager/care coordinator access to CareWeb or Clinical Data Search (CDS).

The Contractor shall use the IHIE data it receives through the Admissions, Discharges, and Transfers alerts to populate fields in the information sharing file submitted to the State pursuant to Sections B – G of this clause. To the greatest extent possible, the Contractor shall use IHIE data that is as close to real-time as possible. The Contractor shall develop written policies and procedures for how it will use CareWeb/CDS information to supplement member care plans and to exchange the data required for High-Risk Member data feeds outlined in Sections B – G of this Contract.

The Contractor shall exclude from the information sharing files submitted to the State any ADT alerts received from IHIE with admit dates beyond 120 days in the past.

Cost-Sharing Coverage

The below section outlines cost-sharing coverage in Indiana. The State of Indiana pays for all dual eligible's premiums according to the below table, regardless of Medicaid delivery system. The State of Indiana also covers Medicare Parts A & B cost-sharing according to the below table only for members in Fee-for-Service Medicaid. Medicare Parts A & B cost-sharing for members enrolled in Indiana PathWays for Aging are the responsibility of those Medicaid Managed Care Entities.

Category	Medicare Part A Premiums	Medicare Part B Premiums	Medicare Cost-Sharing	Other Medicaid Benefits
QMB-Only	X	X	X	
QMB-Plus	X	X	X	X
Other FBDE		X	X*	X
SLMB-Only		X		
SLMB-Plus		X	X*	X
QI		X		
QDWI	X			

*Cost-sharing coverage for SLMB-Plus and Other FBDE members is limited to services covered by IHCP, Medicare covered services not covered by IHCP are not included. QMBs receive cost-sharing coverage on all Medicare covered services, regardless of IHCP coverage of the service.

NOTE: Indiana's Medicaid State Plan Section 3.2 outlines the cost-sharing coverage for members with Medicare. As required by Federal Law, QMB members (with or without full Medicaid) cannot be billed for any cost-sharing for Medicare Part A or Part B services. The above table is only for Medicare Parts A and B; Part D is not included.

Y. Indiana does not allow any nominal Medicaid copayments to be charged to the population(s) eligible for enrollment in the Contractor's D-SNP under its state plan for medical assistance. Therefore, per sections 1902(n)(3)(B) and 1852(a)(7) of the Social Security Act and 42 CFR 422.504(g)(1)(iii), the Contractor may not charge any QMB, QMB+, SLMB+ or Other Full-Benefit Dually Eligible (FBDE) enrollee of the Contractor's D-SNP any cost sharing for any Medicare A or B service rendered by one of the Contractor's network providers. SLMB, QI, and QDWI enrollees are responsible for covering their own cost-sharing amounts for Medicare A and B services.

The Contractor's materials shall:

- Clearly describe the applicable cost-sharing amounts corresponding to each Part A and B service covered under the Contractor's D-SNP and the enrollee populations to whom those cost-sharing amounts apply (specifically, the D-SNP's SLMB, QI, and QDWI enrollees).
- Make clear that QMB, QMB+, SLMB+ and Other FBDE enrollees will not be held liable for cost-sharing amounts associated with Medicare A and B services rendered by the Contractor's network providers.
- [For PPOs and HMO-POS plans only] Indicate that SLMB+ and Other FBDE individuals may be charged cost-sharing amounts if they see a provider who is not part of the Contractor's D-SNP network or a registered Medicaid provider in Indiana.

The Contractor's provider agreements shall specify that:

- For services rendered to QMB, QMB+, SLMB+ and Other FBDE enrollees, contracted providers will: (1) accept the Contractor's Medicare reimbursement as payment in full or bill the MCE or State, as applicable, for any additional Medicare cost-sharing payments that may be reimbursable by Medicaid, and (2) refrain from collecting any cost sharing from the enrollees.

For services rendered to SLMB, QI and QDWI enrollees, contracted providers will charge the enrollees no more than the cost-sharing amounts established within the Contractor's D-SNP plan benefit package.

Social Determinants of Health (SDOH) and Supplemental Benefits

Z. The Contractor shall use a Social Determinants of Health (SDOH) assessment for all Indiana D-SNP members. This assessment shall consider members' social risk factors as well as their social needs. The Contractor shall use SDOH assessment to advance person-centered care for its membership.

AA. The Contractor shall use verbatim the SDOH questions required by the State in their SDOH assessment tool which is to be incorporated in the HRA. The Contractor is required to share all information and data collected through SDOH assessments. The State reserves the right to require the tool, domains, questions, process of collection, as well as the file and data sharing procedures required for SDOH assessments.

BB. The Contractor shall account for State goals and initiatives in the SDOH assessment. The

State shall provide information and guidance to the Contractor on its broader goals and specific initiatives.

CC. The Contractor shall partner with the State and other community stakeholders to improve SDOH assessment process, data collection, and information sharing to improve ability to identify specific SDOH drivers for D-SNP members in their communities.

DD. The Contractor shall submit its final SDOH assessment tool for state approval one hundred and twenty (120) days prior to January 1 of the contract year. The State will review and either ask for additional revisions or approve. If the State has not requested changes or provided its written approval within thirty (30) days of initial Contractor submission, it will be deemed approved.

EE. The Contractor shall submit member responses to the SDOH questions required by the State, in a format and timeline prescribed by the State.

FF. The Contractor shall collaborate with the State on its supplemental benefit offerings [as defined under 42 CFR 422.102 and in Chapter 4, Section 30 and Chapter 16b, Sections 20.2.6.1 – 3 of the Medicare Managed Care Manual found at https://www.cms.gov/Regulations-and-Guidance/Guidance/Manuals/Downloads/mc86c04.pdf and https://www.cms.gov/Regulations-and-Guidance/Guidance/Manuals/Downloads/mc86c16b.pdf respectively] and the development process for its supplemental benefit offerings in order to achieve the goals outlined in Section J of the "Acknowledgement of Awareness" in this Contract and to align with member benefits offered through Indiana Medicaid. The parties' collaboration, including, without limitation, the State's desire to review and provide input on a D-SNP's proposed CY2027 supplemental benefits offerings, shall account for internal Contractor timelines and CMS deadlines around supplemental benefit offerings.

GG. The Contractor and the State shall mutually agree on the type and format of any information or materials requested by the State that the Contractor agrees to provide. Before submitting to the State any information or materials that the Contractor regards as proprietary or confidential, the Contractor shall label all such information and materials as proprietary and confidential.

The State shall make good faith, reasonable efforts to establish, implement and enforce policies and procedures governing the receipt, maintenance and storage of, and access to any information and materials labeled by the Contractor as proprietary and confidential pursuant to this Contract and to limit access to such information and materials to only those staff members with a direct need for that access. The parties acknowledge and agree that, to the extent that information and materials the Contractor provides to the State contain or constitute trade secrets and/or confidential financial information, such information and materials are excepted from disclosure, inspection and copying pursuant to Indiana Code § 5-14-3-4(a).

HH. The Contractor shall collaborate with the State in planning and development of supplemental benefit offerings to address member needs and align with its members' benefits offered through Indiana Medicaid. This collaboration will take into account internal Contractor timelines and CMS deadlines around supplemental benefit offerings. This requirement shall not impact the Contractor's D-SNP supplemental benefit choices for CY2026. By May 1st of each year, the Contractor must submit to the State documentation outlining their intended supplemental benefit offerings for the next contract year.

II. The Contractor shall determine where its supplemental benefits overlap with Medicaid benefits covered under Indiana's Medicaid State Plan, MCE enhanced benefits or Medicaid Waiver and their potential impact on coordination of benefits, third-party liability, and HCBS access.

In areas where service overlap occurs, the Contractor shall ensure it adjudicates those claims

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first for in-network services under its D-SNP supplemental benefits before denying such claims as State responsibility under the Indiana Medicaid State Plan, MCE enhanced benefits or Medicaid Waiver.

JJ. The Contractor shall provide a written report and analysis of the overlap and interaction between the Contractor's supplemental benefit offerings and comparable Indiana Medicaid benefits. The structure and format of this report shall be developed in consultation with and be approved by the State and shall be submitted to the State no later than thirty (30) days after January 1, 2026.

KK. The Contractor shall work in good faith with the State to develop SDOH interventions for all D-SNP members. The Contractor shall submit a draft SDOH Interventions Plan annually for addressing health related social needs identified in D-SNP members through State required SDOH questions. The plan will be submitted to the State for approval one hundred and twenty (120) days prior to January 1 of the contract year. The draft plan shall include program details for D-SNP members with needs pertaining to their living situation, food, and/or transportation (medical and non-medical). The State reserves the right to require more than one revision cycle with the draft plan. The approval of the draft plan shall take into account Contractor timelines of training, system capabilities, and staffing capacity in order for successful implementation. The Contractor shall make good faith efforts to operationalize the SDOH Interventions Plan by January 1 of the contract year.

State Review of Model of Care (MOC)

LL. The Contractor must submit its MOC for State review and approval prior to submission to CMS. The State review will be in addition to the required NCQA review of the D-SNP MOCs. The State review process will ensure that the MOC meets State-designated requirements and criteria that are not subject to NCQA scoring. The State will at a minimum require review of the MOC for sufficient detail and description of:

1) The Contractor's Indiana dually eligible population overall and by PBP: Indiana PathWays for Aging Dual Care PBP(s), non-PathWays eligible Full benefit Duals PBP, and Partial Duals PBP. The population description must specifically account for key characteristics and the realities of the care experience for the Contractor's D-SNP membership in Indiana. Characteristics shall include but are not limited to:

    a) Demographic information (i.e. age, gender, race, income);
    b) Geographic location and concentration;
    c) Distinct subpopulations State designates as Most Vulnerable Beneficiaries:
        - PathWays Waiver
        - Health and Wellness Waiver
        - Money Follows the Person
        - Diagnosis of Dementia
        - SMI Diagnosis
    d) Prevalent diagnoses including behavioral health and co-occurring chronic conditions;
    e) Medicaid service provision and eligibility status;
    f) Level of Care (LOC) status;
    g) Prevalence of Activities of Daily Living (ADLs) deficiencies in their Indiana population;
    h) The identification of members living with dementia, their informal caregivers, and other supports; and a detailed description of what defines their experiences of care;
    i) Prevalent trends in utilization including hospital, SNF, home health, physician, and emergency department (ED) visits; and
    j) Qualitative data that provides member perspectives, relevant stakeholder feedback, and provider insights.

The Contractor should draw from existing State-specific data sources to form an accurate composite of its Indiana population. This shall include using identifiers included in the State eligibility file data accessed through the 270/271 file exchange process. For all population detail and descriptions, the Contractor shall identify how it determines and defines all data fields—including but not limited to aspects such as diagnoses, LOC, morbidity, etc. The State reserves the right to define any data fields used in the above population analysis and shall work with the Contractor to attain those data fields. The Contractor should seek to avoid broad generalizations and should ultimately reflect in its MOC a thorough and meaningful understanding of the Contractor's Indiana D-SNP membership. The Contractor shall provide easy to read tables that outline all Indiana subpopulations and subcategories to accompany written descriptions.

2) All written care coordination policies for:

   a) Members identified as High-Risk under Section L of this clause;
   b) Members identified as having strong predictors of needing LTSS under Section P of this clause;
   c) Members identified as having a diagnosis of dementia;
   d) Members identified as having a SMI diagnosis; and
   e) Summary care coordination policies and procedures.

3) A detailed description of how the Contractor will align its Health Risk Assessment (HRA) model with existing State LTSS assessments and information to better identify member risks and needs.

MM. The State shall make good faith efforts to ensure its MOC review process does not interfere with the Contractor submission of its MOC for CMS review. The State's MOC review process shall be prior to the Contractor submission to CMS. The State, however, reserves the right to require an off-cycle submission of MOC changes, if deemed appropriate.

NN. The State shall make good faith efforts to assist the Contractor in meeting the requirements under Sections LL – MM of this Contract and will take into account the Contractor's specific circumstances as they pertain to its MOC in order to evaluate compliance. This includes but is not limited to consideration of the date of its MOC submission; CMS approval status and the length of its MOC approval period; the availability of MOC off-cycle review process; as well as the availability of other avenues of achieving the State goals outlined in Sections LL – MM.

OO. The Contractor shall notify the State within fifteen (15) business days of receipt of MOC approval and acceptance by CMS. The Contractor shall also notify the State within fifteen (15) business days of receipt of failing of a MOC submission.

PP. The Contractor is required to outline in its D-SNP MOC all appropriate structures, processes, and assessments outlined above in Sections O-U of this Contract. All details and descriptions must be reviewed and approved as part of the State review of the D-SNP MOC. The State shall work in good faith with the Contractor on the most efficient and effective incorporation of this information in its MOC and other relevant plan documents as indicated in Section LL of this Contract.

QQ. D-SNPs must also ensure its MOC aligns with the Care Coordination Program Plan of its companion Indiana PathWays for Aging Medicaid plan and must coordinate with the plan to achieve necessary alignment.

RR. If an entity that operates a D-SNP in Indiana also operates an Institutional Special Needs Plan (I-SNP) or Chronic Conditions Special Needs Plan (C-SNP) in the state, that entity shall

provide a copy of the Model of Care for that I-SNP or C-SNP to the State once it has been approved for informational purposes.

SS. Any new requirements outlined in this contract, not previously included in the MOC, must be reflected in the next CMS required MOC update.

Additional Requirements

TT. Effective CY2025, the Contractor must submit to the State a copy of its required D-SNP agent training. The training material must be submitted on an annual basis prior to annual agent recertification.

To align with the State's alignment and integration goals, the State may provide Contractors with Indiana PathWays for Aging educational material that must be shared with the Contractor's insurance agent community.

UU. The Contractor shall provide "Deemed Continued Eligibility" for six (6) months to maintain the maximum continuity of care for individuals that no longer meet D-SNP eligibility criteria due to a temporary loss of Medicaid eligibility (Chapter 2, *Medicaid Managed Care Manual*, §50.2.5 – "Loss of Special Needs Status" found at https://www.cms.gov/files/document/cy-2021-ma-enrollment-and-disenrollment-guidance.pdf).

VV. To mitigate Medicaid eligibility churn and ensure continuity of care, the Contractor shall actively assist D-SNP members in establishing appropriate and timely Medicaid eligibility or reestablishing Medicaid eligibility for members who temporarily lose it. This shall include but is not limited to:

1) Supporting Contractor staff with direct member interaction—including care management and call center staff—in maintaining the knowledge and capacity to assist members with how they connect with Medicaid navigators; where they can access the Medicaid eligibility application; what members need to know about the State redetermination processes; and what are the State expectations for maintaining Medicaid eligibility;

2) Maintaining knowledge of the State agencies, organizations, requirements, and processes for assessing and determining Medicaid eligibility; how these State entities function and serve Medicaid members in Indiana; and how to connect members to them;

3) Assisting D-SNP members in locating and compiling the necessary information and documentation to establish or reestablish Medicaid eligibility;

4) Assisting D-SNP members whom the Contractor has identified as not being enrolled in a Medicare Savings Program (MSP) yet appearing potentially eligible for one in contacting the Indiana Division of Family Resources in order to have MSP eligibility determined.

The State shall provide the Contractor with education opportunities and training on Medicaid eligibility processes and requirements. The State reserves the right to establish additional review of Contractor systems, processes, and staff education to assess effectiveness and sufficiency.

WW. The Contractor must provide the following training content and strategies for D-SNP care managers:

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1) “What Matters” and advanced directives;
2) Indiana PathWays for Aging program and PathWays Waiver;
3) Aging network (AAAs/ADRCs) and HCBS services;
4) Health and Wellness Waiver program including service coordination;
5) Dementia care and provision of caregiver education;
6) Behavioral health services covered by Medicare (including Intensive Outpatient Program (IOP) and Partial Hospitalization Program (PHP)) and Medicaid (including MRO, BPHC, and Certified Community Behavioral Health Clinic (CCBHC);
7) Informal caregiver engagement and support;
8) The 4Ms (What Matters, Mentation, Medications, Mobility); and
9) Risk assessment and prevention of falls.

XX. The Contractor will verify, prior to enrollment of a potential qualified recipient, the individual’s Medicaid eligibility. The Contractor will provide the State with an electronic submission, in a mutually agreed upon format, of those qualified recipients that have voluntarily enrolled and disenrolled in the Plan. The State shall verify the eligibility of those persons on the submission and return the enrollment information to the Contractor as soon as reasonably possible. For those enrollees who are not determined eligible by the State and for which CMS records indicate that the recipient should be eligible, it will be the responsibility of the Contractor to resubmit the enrollment to the State on the next submission, specifying the retroactive effective date of the enrollment in the Plan. Enrollments are otherwise effective only on a monthly basis, with the eligibility period beginning as of the first day of the month after the enrollment is received.

Default Enrollment

YY. All Indiana PathWays for Aging Dual Care D-SNPs must obtain approval from the CMS to be able to default enroll members enrolled in its aligned Indiana PathWays for Aging Medicaid MCE. In conformance with 42 CFR 422.66(c), 422.68(a) and other CMS-published sub-regulatory guidance, as applicable, PathWays Dual Care D-SNPs shall perform the default enrollment process for individuals already enrolled in its parent company's Indiana PathWays for Aging Medicaid plan who are newly eligible for Medicare Parts A and B for the first time due to age or disability.

ZZ. In the event that the Contractor receives a returned mail from a Default Enrollment eligible member then the Contractor must make a minimum of 3 call attempts to the member regarding their default enrollment eligibility.

AAA. The Contractor must maintain a minimum STAR rating of 3 and may not have any prohibition on new enrollment imposed by CMS as outlined under 42 CFR 422.66(c) in order to participate in Default Enrollment. The State shall provide the Contractor with the information necessary to identify those Indiana Medicaid categorically eligible members who are or will be in their Medicare initial coverage election period during the term of the Contract. At least monthly, the State will use the CMS TBQ and MMA files to identify Affiliated Medicaid MCO members with prospective Medicare Parts A and B eligibility due to age or disability. For the affiliated Medicaid MCE members identified by the State, the State will provide the following information to the Contractor monthly in a proprietary file format via a secure file transfer protocol (SFTP) site no less than 70 days before an affiliated Medicaid MCE member becomes eligible for Medicare Parts A and B due to age or disability:

1. First and last name
2. Medicare Parts A and B entitlement date
3. Date of birth
4. MBI
5. Gender

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BBB. The Contractor must establish an internal process to validate information shared on the Default Enrollment Extract sent from the State. In order to enroll, to the greatest extent possible, all members included in the Default Enrollment Extract, the Contractor shall supplement information provided by the State where appropriate.

CCC. The Contractor must also be responsible for coordinating those necessary activities to renew any existing default enrollment process approval(s) with CMS, as per the requirement of 42 CFR 422.66(c)(2)(ii), so that such subsequent CMS approval(s)/renewal(s) of an existing approved default enrollment process shall be effective no later than 120 days prior to the expiration of the existing CMS approval requested to be renewed.

DDD. The Contractor must submit renewal default enrollment applications to the State for review and approval prior to CMS submission

FIDE Requirements

EEE. Exclusively Aligned Enrollment

a. Exclusively aligned enrollment (EAE) limits a PathWays Dual Care D-SNP's membership to individuals whose Medicare and Medicaid benefits are provided under a single entity. Indiana policy requires all PathWays Dual Care FIDE SNPs to operate with EAE. PathWays Dual Care FIDE SNPs with EAE qualify as an applicable integrated plan (AIP), as defined and governed by 42 CFR 422.561.

b. Under the terms of this Agreement, enrollment into the Contractor's PathWays Dual Care D-SNP will be limited to only those full benefit dual eligibles who are enrolled with the Contractor's companion Indiana PathWays for Aging MCE, and who maintain such Plan enrollment throughout the course of their PathWays Dual Care D-SNP enrollment. The PathWays Dual Care D-SNP shall, however, keep a member in its PathWays Dual Care D-SNP for the required 6-month deeming period in accordance with this Agreement if such member loses Medicaid eligibility.

c. The PathWays Dual Care D-SNP agrees to conduct enrollment of eligible members in accordance with this Agreement and must maintain EAE for the duration of the contract period. The Contractors are required to incorporate language provided by the State into the Enrollment form.

d. The PathWays Dual Care D-SNP shall provide to the State enrollment reports every year in accordance with the timing and format established by the State to ensure that the EAE process is being implemented appropriately.

FFF. Unified Grievances and Appeals

a. The PathWays Dual Care D-SNP must comply with the unified grievances and appeals procedures described under the terms of 42 CFR 422.629 – 42 CFR 422.634, 42 CFR 438.210, 42 CFR 438.400, and 42 CFR 438.402. This includes:
   i. Grievances and appeals systems that meet the standards described in 42 CFR 422.629;
   ii. An integrated grievance process that complies with 42 CFR 422.630;
   iii. A process for making integrated organization determinations consistent with 42 CFR 422.631;
   iv. Continuation of benefits while an integrated reconsideration is pending consistent with 42 CFR 422.632;

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v. A process for making integrated reconsiderations consistent with 42 CFR 422.633; and
vi. A process for effectuation of decisions consistent with 42 CFR 422.634.

b. The State may request unified grievances and appeals data or information from final CMS audit reports. For any corrective actions issued by CMS for unified grievances and appeals, the PathWays Dual Care D-SNP shall notify the State within 15 days of receipt from CMS.
   i. The State reserves the right to request ad hoc data and records from the PathWays Dual Care D-SNP separate from any requests from or submissions to CMS.
   ii. In addition to Medicare requirements enumerated at 422.629(h)(2), the PathWays Dual Care D-SNP shall adhere to any additional requirements for recordkeeping as outlined in the PathWays Contract and is subject to comply with any changes that occur in the stated section of the PathWays Contract, particularly should there be any requirements not captured in CMS reporting.

c. To operationalize and maintain the unified grievances and appeals process, the PathWays Dual Care D-SNP must ensure alignment between the PathWays and PathWays Dual Care D-SNP grievances and appeals processes, including alignment in timeframes for notices, responses, and resolutions. The Dual Care D-SNP will operationalize the following timeframes for processes specified below to ensure compliance with both 42 CFR 422 and 423 Subpart V for Medicare and Section 5.14 of the PathWays Scope of Work and 2024 Indiana Code Title 27. Insurance Article 1. Department of Insurance Chapter 37.5. Health Care Service Prior Authorization 27-1-37.5-11:

Requirement	FIDE-SNP Timeline
Routine Grievances- acknowledgement letter	Three (3) business days
Expedited Grievance and Medicare Fast Complaints	Resolved and responded to within 24 hours. No acknowledgement letter required
Appeal acknowledgement	The Contractor must acknowledge receipt of each standard appeal within three (3) business days
Expedited Appeal	Resolved within 48 hours
Coverage Decision Letter and Integrated Organization Determinations/ Coverage Determinations- timing of plan	Letter notification must be sent within seven (7) calendar days after the date the service request was received

decisions	

d. The PathWays Dual Care D-SNP, as an applicable integrated plan as defined in 42 CFR 422.561, is required to use the CMS-provided model for the Coverage Decision Letter to be issued to members as a result of an integrated organization determination for a service or item (including a Part B drug) that is not resolved fully in favor of the member, as described under 42 CFR 422.631. The State reserves the right to require PathWays Dual Care D-SNPs to use other CMS-provided model materials to support the integrated grievances and appeals process.

e. When populating the Coverage Decision Letter with plan-specific information, the PathWays Dual Care D-SNP must refer to its single member services/customer service phone number as described in Section FFF.g-h.

f. Note that the Contractor is required to submit completed integrated member materials to the State for review within the timeframes established by the State. The State intends to leverage the joint review process in HPMS for integrated, and other specified materials and reserves the right to manage member materials needs (specific to Medicaid) outside of the HMPS joint review process when necessary. The Contractor may be required to make the State-requested changes to the integrated member materials upon the State's review. Required integrated materials will include the following, and as specified in the CMS/Indiana-provided templates, the Contractor must also post an online version of the integrated Provider and Pharmacy Directory and integrated Formulary on its website:

   i. A single ID card for accessing all PathWays Dual Care D-SNP and PathWays Plan services and benefits provided under the PathWays Dual Care D-SNP PBP and as outlined in the PathWays Contract. The PathWays Dual Care D-SNP is subject to comply with any changes that occur in the PathWays Contract and in the SMAC requirements. The Contractor shall include the State Medicaid number on the integrated FIDE-SNP ID card and the health plan member ID number. The contractor shall not include the Medicare Beneficiary ID. The ID card must include a single member services/customer service phone number as described in Section FFF.g-h. The Contractor shall include the health plan member ID number on non-FIDE-SNP cards. The Contractor shall not include the Medicaid or Medicare Beneficiary ID number on the non-FIDE-SNP PBP member ID cards;
   ii. A combined Provider and Pharmacy Directory that includes all Providers of PathWays Dual Care D-SNP and PathWays MCE services and benefits, and as stated in the Directory, requires the member to choose a Medicare Primary Care Provider (PCP) which will be primary over any Medicaid provider; and
   iii. A Formulary (List of Covered Drugs) that includes Outpatient Prescription Drugs (including both Generic and Name Brand) that are covered under Medicare, Medicaid, or as PathWays Dual Care D-SNP-covered supplemental benefits, and what Tier each medication is on.
   iv. A Summary of Benefits that include Medicare and Medicaid covered benefits.

g. The Contractor shall be responsible for establishing a single member services/customer service phone number for current dual eligible enrollees to contact the Contractor regarding their PathWays Dual Care D-SNP, PathWays MCE, and benefits. Members

must be able to access one line that is directly answered by a single, trained, live representative who is either:

i. Knowledgeable about the PathWays program, Medicare, and the terms of this Agreement, including covered services and available care coordination, or
ii. Able to conduct at most, one warm transfer for the member to another live representative or live resource that is knowledgeable about the PathWays program, Medicare, and the terms of this Agreement, including covered services and available care coordination.

h. If a plan must answer first with an automated answering tree, such automated answering tree shall provide amongst its initial choices the option of speaking with a live representative that, when selected, takes the caller directly to the live representative described in Section FFF.

i. Live representatives must be provided access to the PathWays Dual Care D-SNP enrollee database and an electronic provider directory. In addition to Medicare customer service call center requirements and standards as outlined in 42 CFR 422.111(h), and as described in the Medicare Communications and Marketing Guidelines (MCMG), the single member services/customer service phone number shall adhere to member toll-free call center requirements as outlined in the PathWays Contract, with the Contractor subject to comply with any changes that occur in the stated section of the PathWays Contract. The PathWays Dual Care D-SNP shall adhere to the more member-protective requirements in instances where Medicare requirements at 42 CFR 422.111(h) conflict with sections referenced in the PathWays Contract.

i. Regarding required integrated member materials, including all written member notices required of the Unified Appeals and Grievances process, the PathWays Dual Care D-SNP shall adhere to the requirements of both 42 CFR 422 Subpart V for Medicare and requirements outlined in the PathWays contract.

As the FIDE-SNP is one fully integrated program, in instances where timeline requirements between Medicare and Medicaid have variation, the MAO will implement the timeline with the greatest MAO operational limitation to all benefits and services as applicable. This ensures compliance with both Medicaid and Medicare requirements, as outlined in Section FFF.c, while offering the most member-protective requirements through processes.

5. REPORTING REQUIREMENTS

A. The Contractor shall submit the following to FSSA within the timeframes indicated below, and in the manner and format specified and/or subsequently agreed upon by the State:

1) All reports included within the State's D-SNP Reporting Manual. The State reserves the right to add, modify, or remove reports to the Reporting Manual at its discretion. The State shall collaborate with the Contractor on the development of reporting requirements.

2) Weekly Medicare encounter claims data in a format and timeline prescribed by the State. The Medicare encounter claims submitted to the State shall include:

- Professional and Institutional claims submitted to CMS;
- Part D Pharmacy claims submitted to CMS; and
- Supplemental benefit claims.

With regard to these submissions, the Contractor also:

- Shall not submit a Chart Review Record (CRR) without a previously accepted Encounter Data Record (EDR) or CRR.
- Shall only submit encounter claim records for valid IN D-SNP members.
- Shall not submit encounter claim records with Medicare IDs for members that are not valid IN D-SNP dual eligible members.
- Shall submit header and detail adjudication status on all encounter claim submissions.
- Shall include the CMS Claim Number on all encounter claim submissions.
- Shall submit an accepted original claim prior to submission of any Void or Replacement encounter record.
- Shall submit encounter records to the State within 7 days after being accepted by CMS.
- Shall submit corrections to rejected encounters within 30 days

3) Currently reported quality assessment data and deliverables consistent with those described in Chapter 5 of the Medicare Managed Care Manual, Section 30 (found at https://www.cms.gov/Regulations-and-Guidance/Guidance/Manuals/Downloads/mc86c05.pdf) to be received within thirty (30) business days of submission or receipt—which includes but is not limited to:

- Audited summary-level and patient-level Healthcare Effectiveness Data and Information Set (HEDIS) data the Contractor is required to submit to National Committee for Quality Assurance (NCQA) and CMS respectively;
- The final NCQA HEDIS Compliance Audit Report provided to the Contractor by the NCQA-licensed audit firm;
- NCQA HEDIS Measures broken out from aggregated Star Ratings for the Indiana population, the PathWays Waiver subpopulation, and the H&W Waiver subpopulation for CY2025; and in CY2026 reported quarterly by PBP, H&W Waiver subpopulation and PathWays Waiver subpopulation:

  a) Measure C06: Care for Older Adults – Medication Review

  b) Emergency Department Utilization (EDU)

  c) Acute Hospital Utilization (AHU)

  d) Measure C15: Plan All-Cause Readmissions (PCR)

  e) Measure C17: Transitions of Care (TRC)

    - Notification of inpatient admission and discharge;
    - Receipt of discharge information;
    - Patient engagement after inpatient discharge; and
    - Medication reconciliation post-discharge.

  f) Use of High Risk Medications in the Elderly (DAE)

  g) Follow-up after Hospitalization for Mental Illness (FUH)

- All Medicare Health Outcomes Survey (HOS) data feedback reports provided to the Contractor by CMS; and
- Any reports or materials pertaining to annual Contractor participation in the Medicare Advantage and Prescription Drug Plan (MA & PDP) Consumer Assessment of

Healthcare Providers and Systems (CAHPS) survey.

4) Annual supplemental benefit utilization report. This report should be based on data the contractor has readily available from operationalizing the mid-year beneficiary notification of unused supplemental benefits.

5) Annual medical loss ratio (MLR) data in the format submitted to CMS within 30 days of submission to CMS.

6) Significant changes to the terms of the Medicare contract with CMS, including D-SNP non-renewals, terminations, and service area reductions within fifteen (15) business days of approval by CMS.

7) Audit notices, findings, and corrective action plans, within fifteen (15) business days of either being notified by CMS or submitting them to CMS.

8) Any changes made to the use of projected Medicare savings and rebates within fifteen (15) business days of CMS approval of the changes.

9) Notices of non-compliance from CMS within fifteen (15) business days of the notification.

10) Sanctions of any kind, including civil monetary penalties, imposed by CMS within fifteen (15) business days of the notification.

11) Performance information, including CMS warning letters, deficiency notices, Ad Hoc CAPs, and notices of Medicare star ratings less than 3.0, within fifteen (15) business days of the notification.

12) Member newsletters must be submitted to the State—for informational purposes—within fifteen (15) business days of the date of being provided to members.

13) Copies of all marketing strategies, oral and written solicitations, application and enrollment forms, member policies and any other materials specifically related to the enrollment of dually eligible D-SNP plan members—for informational purposes within thirty days (30) of CMS approval.

14) The State may request any communication or marketing materials from the Contractor to review for informational purposes and the Contractor will send to FSSA fifteen (15) calendar days after request from FSSA.

B. Materials that contain reference to Indiana Medicaid program benefits, any Indiana Medicaid program or any reference to Indiana Medicaid must be submitted to FSSA for review and written approval prior to submission to CMS. The Contractor shall provide for at minimum thirty (30) calendar days for the State to review and to request modifications. In its submission, the Contractor must clearly identify and locate all specific references to Medicaid program benefits and/or Indiana Medicaid programs as well as provide a clear description of the particular marketing methods/media being used to promote them. These materials also must be provided in a manner and format that is easily understood. This means written materials shall not exceed a fifth grade reading level and shall be in plain language. During the State review process, the Contractor shall respond to all State requests for additional information and fully address any State-identified issues and/or requested modifications.

The State and the Contractor shall make good faith efforts to establish mutually agreeable processes to identify the types of materials subject to FSSA review as well as how to meet any CMS-required deadlines. If the Contractor does not receive written approval from the

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State within the previously mentioned thirty (30) calendar day requirement—and the Contractor is at risk of not meeting a CMS submission deadline—the Contractor shall adhere to the CMS submission deadline in the absence of the State's written approval. The Contractor shall provide concurrent notice to the State in such a scenario.

C. The Contractor shall not use the Medicaid provider listing as a resource for marketing purposes. Any attempt to use the Medicaid provider information without obtaining explicit written approval from FSSA may result in termination of this contract.

D. FSSA may request Ad Hoc reports and/or information from the Contractor. The Contractor must fulfill these requests within thirty (30) calendar days of the date of the agreed upon business requirements unless otherwise agreed upon by FSSA and the Contractor.

EXHIBIT 1 Attachment A
Key Resources

Indiana PathWays for Aging: Find information about the Indiana PathWays for Aging program.

https://www.in.gov/pathways/home/

Indiana FSSA D-SNP: Find information about the Indiana D-SNP market, including State Medicaid Agency Contracts (SMAC), IHCP Companion guides, and other program details,

https://www.in.gov/medicaid/partners/medicaid-partners/dual-eligible-special-needs-plans/

About IHCP Programs: Find information about the healthcare programs included under the Indiana Health Coverage Programs (IHCP) umbrella – the primary programs serving most children and adults as well as those designed to serve special member populations.

https://www.in.gov/medicaid/providers/about-ihcp-programs/

FSSA Benefits Portal: Allows individuals to manage benefits provided by the Indiana Family and Social Services Administration (FSSA) including continuing an incomplete online application; print summaries of recently completed online applications; review benefits; print proof of eligibility; print an authorized representative form; report changes in status; and view notices/correspondence.

https://fssabenefits.in.gov/bp/#/

IHCP Provider Business Transactions: Find information here about conducting business transactions with the Indiana Health Coverage Programs (IHCP), including member eligibility, billing, reimbursement, and recordkeeping.

https://www.in.gov/medicaid/providers/business-transactions/

Indiana Medicaid for Members: https://www.in.gov/medicaid/members/

Indiana Medicaid for Providers: The Indiana Health Coverage Programs (IHCP) offers providers easy access to the resources and tools needed to conduct business with Indiana Medicaid. Provider updates and announcements, important reference materials, and general program information are all available through links and webpages located on this website.

https://www.in.gov/medicaid/providers/

IHCP Provider Reference Materials: For information about Indiana Health Coverage Programs (IHCP) policies and procedures, including billing guidance, refer to the IHCP provider reference module appropriate to the topic of interest. This page includes links to the IHCP Provider Reference Modules; IHCP Provider Code Tables; IHCP Companion Guides; and the Indiana Medicaid State Plan.

https://www.in.gov/medicaid/providers/provider-references/provider-reference-materials/

Indiana Medicaid State Plan and Waiver Authorities: Medicaid is a state-administered program, and each state sets its own guidelines regarding eligibility and services. The Indiana State Plan provides specifics on how Medicaid is implemented and governed in Indiana.

http://provider.indianamedicaid.com/ihcp/StatePlan/state_plan.asp

Medicaid Eligibility Policy Manual: The Indiana Health Coverage Program Policy Manual is an integrated eligibility manual that contains information about health coverage under Medicaid, Hoosier Healthwise, Hoosier Care Connect, and the Healthy Indiana Plan. The requirements for State Burial Assistance under the Medicaid program are also included. The manual contains

eligibility and administrative policies based on state and federal laws and regulations that govern the programs, as well as system procedures using the Indiana Client Eligibility System.

https://www.in.gov/fssa/ompp/forms-documents-and-tools2/medicaid-eligibility-policy-manual/

What is Covered by Indiana Medicaid: This is a general description of the benefits available through Indiana Medicaid (other than the Healthy Indiana Plan) based upon a member's eligibility.

https://www.in.gov/medicaid/members/member-programs/what-is-covered-by-indiana-medicaid/

Area Agencies on Aging (AAA): Find information about Indiana's Area Agencies on Aging.

https://www.in.gov/fssa/da/area-agencies-on-aging/

Exhibit 1 Attachment B
MEDICAID SERVICES

Is the Benefit Covered?	Copayment Requirement	Prior Approval Requirement	Coverage Limitations	Reimbursement Methodology	Populations Covered
Institutional and Clinic Services					
Clinic Services, by an organized facility or clinic not part of a hospital: Freestanding Ambulatory Surgery Center					
Yes				Fee for service, with surgical procedures grouped using Medicare methodology	CN
Clinic Services, by an organized facility or clinic not part of a hospital: Public Health and Mental Health Clinics					
Yes				Fee for service or reasonable charge	CN
Federally Qualified Health Center Services					
Yes				Prospective cost based rate/encounter	CN
Inpatient Hospital Services, other than in an Institution for Mental Diseases					
Yes		Specified admissions, including to rehab and burn centers	Second opinions required for specified procedures, LOS less than 24 hours considered outpatient except for newborns, substance abuse treatment limited to detoxification	Prospective payment/discharge using DRG, prospective per diem for rehab and burn centers	CN
Outpatient Hospital Services					
Yes	$3/non-emergency visit in ER			Fee for service, with surgical procedures grouped using Medicare methodology	CN
Rehabilitation Services: Mental Health and Substance Abuse					
Yes		Yes	14 therapeutic leave days/year in psychiatric residential treatment facilities	Fee for service with services of specified mid-level practitioners paid 75% of physician fee, prospective cost based per diem for psych residential treatment facilities	CN
Rural Health Clinic Services					
Yes				Prospective cost based rate/encounter	CN
Practitioner Services					
Certified Registered Nurse Anesthetist Services					
Yes				Fee for service at 60% of physician fee	CN
Chiropractor Services					
Yes			50 therapeutic physical medicine treatments/year including up to 5 office visits	Fee for service	CN
Dental Services					
Yes		Specified services including non-emergency inpatient procedures and oral surgery	$1000 maximum benefit/year included with denture services, exam and cleaning 1/year (2/year for nursing facility residents), frequency of x-rays limited by type, periodontia limited, second opinions required for specified procedures	Fee for service	CN
Medical and Remedial Care - Other Practitioners					
Medical/Surgical Services of a Dentist					
Yes		Specified services including non-emergency services provided on an inpatient hospital basis and oral surgery	Second opinions required for specified procedures, ambulatory services limited	Fee for service	CN
Nurse Midwife Services					
Yes				Fee for service	CN
Nurse Practitioner Services					
Yes				Fee for service at 75% of physician fee	CN
Optometrist Services					
Yes			1 refractive exam/2 years	Fee for service	CN
Physician Services					
Yes		Specified surgical procedures, procedures exceeding specified cost limits	30 visits/year	Fee for service, services performed with assistance of second surgeon or in outpatient setting rather than office paid reduced fee	CN
Podiatrist Services					
Yes		Inpatient hospital services and specified services associated with orthopedic shoes and appliances	Routine foot care covered only for specified systemic conditions at 6 visits/year, second opinion required for specified services	Fee for service	CN
Psychologist Services					
Yes		Specified services including psychological testing	20 service/time units/year	Fee for service	CN
Prescription Drugs					
Prescription Drugs					
Yes		Specified drugs		AWP-16% for brand Rx, AWP-20% for generic Rx, plus $4.90 dispensing fee for each	CN

Exhibit 1 Attachment B
MEDICAID SERVICES

Is the Benefit Covered?	Copayment Requirement	Prior Approval Requirement	Coverage Limitations	Reimbursement Methodology	Populations Covered
Physical Therapy and Other Services					
Occupational Therapy Services					
Yes		Therapy not following hospital discharge or after 30 days of discharge	30 therapy sessions/month in combination with other therapy providers if ordered by physician prior to hospital discharge	Fee for service	CN
Physical Therapy Services					
Yes		Therapy not following hospital discharge or after 30 days of discharge	12 hours/30 days or 30 therapy sessions/month in combination with other therapy providers if ordered by physician prior to hospital discharge	Fee for service	CN
Services for Speech, Hearing and Language Disorders					
Yes		Specified services including therapy not following hospital discharge or after 30 days of discharge	1 audiological testing and evaluation/3 years, 30 therapy sessions/month in combination with other therapy providers if ordered by physician prior to hospital discharge	Fee for service	CN
Products and Devices					
Dentures					
Yes		Yes	$600 maximum benefit/year included with dental services	Fee for service	CN
Eyeglasses					
Yes			1 pair eyeglasses/5 years, age-specific minimum diopter correction required for initial and replacement eyeglasses	Fee for service	CN
Hearing Aids					
Yes		Yes	1 hearing aid/5 years	Fee for service	CN
Medical Equipment and Supplies					
Yes		Specified med equipment and med supply items	$1950 maximum benefit/year for incontinence products and products must be obtained from a contracted vendor	Fee for service using historical Medicare payment rates	CN
Prosthetic and Orthotic Devices					
Yes		Yes		Fee for service	CN
Transportation Services					
Ambulance Services					
Yes	$.50-$2/non-emergency transport, depending on payment	Non-emergency transports or transports greater than 50 miles		Fee for service	CN
Non-Emergency Medical Transportation Services					
Yes	$.50-$2/trip, depending on payment		20 one-way trips less than 50 miles/year	See service-specific FN	CN

EXHIBIT 1 Attachment B
MEDICAID SERVICES

Is the Benefit Covered?	Copayment Requirement	Prior Approval Requirement	Coverage Limitations	Reimbursement Methodology	Populations Covered
Other Services					
Diagnostic, Screening and Preventive Services					
Yes				Dependent upon service and billing provider	CN
Early and Periodic Screening, Diagnosis and Treatment					
See service-specific FN.					
Extended Services for Pregnant Women					
Family Planning Services					
See service-specific FN.					
Laboratory and X-Ray Services, outside Hospital or Clinic					
Yes				Fee for service	CN
Targeted Case Management					
Yes			Quantity and frequency limits vary by group served	Fee for service	CN
Long-Term Care Services					
Community Based Care					
Home and Community Based Services Waiver					
Yes		Yes	Services for the	Dependent upon the services provided	CN
Home Health Services, includes nursing services, home health aides, and medical supplies/equipment					
Yes			120 hours of care within 30 days of hospital discharge if ordered by physician, 30 therapy sessions/month in combination with other therapy providers if ordered by physician prior to hospital discharge	Prospective cost based rates	CN
Hospice Care					
Yes		Yes		Prospective rates based on Medicare methodology	CN
Personal Care Services					
No					
Private Duty Nursing Services					
No					
Program of All-Inclusive Care for the Elderly					
No					
Institutional Care					
Inpatient Hospital, Nursing Facility and Intermediate Care Facility Services In Institutions for Mental Diseases, age 65 and old					
Yes		Yes for elective admissions	Services limited to hospital settings, 60 therapeutic leave days/year	Prospective cost based per diem, leave days paid at 50% of facility's rate	CN
Inpatient Psychiatric Services, under age 21					
Yes		Yes	14 therapeutic leave days/year	Prospective cost based per diem, leave days paid at 50% of facility's rate	CN
Intermediate Care Facility Services for the Mentally Retarded					
Yes		For LOC determination upon admission	15 hosp leave days/hospitalization, 60 therapeutic leave days/year	Prospective cost based per diem, leave days paid at 50% of facility's rate	CN
Nursing Facility Services, other than in an Institution for Mental Diseases					
Yes		For LOC determination upon admission, therapies, specified prescription drugs	15 consecutive hosp leave days/hosp, 30 therapeutic leave days/year	Prospective per diem based on cost, leave days paid at 50% of facility's rate if 90% occupancy requirement met	CN
Religious Non-Medical Health Care Institution and Practitioner Services					
Yes			Practitioner services not covered	Prospective cost based per diem	CN

EXHIBIT 2
DUAL ELIGIBILITY CATEGORIES AND SERVICE AREA

The Contractor is filing the D-SNP under the following categories for the following counties:

Contract-PBP	Plan Name	Eligibility Categories	Service Area	Additional Details
H2385-001	UHC Dual Complete IN-S002 (PPO D-SNP)	FBDE, QMB+, SLMB+	Statewide	Enrollment is limited to individuals in these categories of eligibility who are not eligible for the Indiana PathWays for Aging program
H2385-002	UHC Dual Complete IN-D001 (PPO D-SNP)	QDWI, QI, QMB, SLMB	Statewide	Partial Duals
H2385-003	UHC PathWays Dual Care IN-S1 (PPO D-SNP)	FBDE, QMB+, SLMB+	Statewide	Enrollment is limited to individuals in these categories of eligibility who are eligible for the Indiana PathWays for Aging program, and do not receive long-term nursing facility level of care or the MFP Demonstration HCBS waiver, or the HCBS PathWays waiver (per LOC data provided by the state)
H2385-004	UHC PathWays Dual Care IN-S3 (PPO D-SNP)	QMB+, SLMB+, FBDE	Statewide	Enrollment is limited to individuals in these categories of eligibility who are eligible for the Indiana PathWays for Aging program and receive long-term nursing facility level of care or the MFP Demonstration HCBS waiver, or the HCBS PathWays waiver (per LOC data provided by the state)