PROFESSIONAL SERVICES CONTRACT

Contract #0000000000000000000101553

This Contract ("Contract"), entered into by and between Indiana Family and Social Services Administration, Division of Disability, Aging and Rehabilitative Services (the "State" or "FSSA" or "DDARS") and Indiana Statewide Independent Living Council (the "Contractor" or "INSILC"), 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.

A. The Contractor shall develop, monitor, review, and evaluate the State Plan for Independent Living in a manner that is consistent with state and federal law. Details are set forth in **EXHIBIT 1 – STATEMENT OF WORK**, attached hereto and incorporated herein by reference (collectively, the "Services").

B. Time is of the essence in connection with the performance of the Services.

2. Consideration.

The Contractor will be paid at the rate described in **EXHIBIT 2 – BUDGET**, attached hereto and incorporated herein by reference, for performing the duties set forth above. Total remuneration under this Contract shall not exceed $532,806.00.

3. Term.

This Contract shall be effective for a period of 2 years. It shall commence on October 01, 2026 (the "Effective Date") and shall remain in effect through September 30, 2028 (collectively, the "Term").

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. Pursuant to IC § 5-22-3-1, the State and the Contractor shall act in good faith in connection with the performance or administration of or any negotiations undertaken in accordance with or with respect to this Contract.

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.

I. Executive Order 25-64:

(1) The Company warrants that the Company, and (if applicable) any of its holding companies, affiliates, or subsidiaries, is not:

(A) listed in Section 889 of the 2019 National Defense Authorization Act;

(B) listed in Section 1260H of the 2021 National Defense Authorization Act;

(C) owned by the government of a country, or controlled by any governing or regulatory body located in a country, on the United States Department of Commerce's foreign adversaries list under 15 C.F.R. 791.4; or

(D) included on or controlled by an entity on the Specially Designated Nationals list maintained by the United States Department of the Treasury's Office of Foreign Asset Control.

(2) In accordance with Executive Order 25-64, if the State determines that the Contractor has been added to any list or designation set forth in clauses (1) through (4) in subparagraph I.i above, after entering this Contract, the State shall investigate the reasons the Contractor was added to any such list or designation. Depending upon the outcome of such investigation, the State may be required to terminate this Contract and/or dispose of any of the goods or cease the use of any of the goods or services procured under this Contract. In addition, the State shall not be required to pay for any goods or services tendered or provided under this Contract to the Contractor on or after the date the Contractor is added to any such list or designation.

11. Condition of Payment.

All services provided by the Contractor under this Contract must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of any federal, state or local statute, ordinance, rule or regulation.

12. Confidentiality of State Information.

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 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 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. Access to FSSA and/or State Information Systems.

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

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

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

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

c) All members of Contractor's workforce who are or will be granted access to FSSA and/or State Information systems will agree in writing or through electronic confirmation to the rules of behavior regarding access to and use of FSSA and/or State information systems; such rules of behavior include but are not limited to the State Information 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. 45 CFR §155.260 Compliance.

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.

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 effect an orderly and efficient transition to a successor.

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

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

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

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

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

14. Debarment and Suspension.

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

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

15. Default by State.

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

16. Disputes.

A. In the event that any dispute arises 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. 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. In any event, the Contractor agrees that, notwithstanding the existence of a dispute, 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. Any payments that the State may delay, withhold, deny, or apply under this subparagraph shall not be subject to penalty or interest, except as permitted by IC § 5-17-5.

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 (the "IDOA") for resolution, except as otherwise provided in the Funding Cancellation and Termination for Convenience paragraphs. The dissatisfied party shall give written notice to the Commissioner of the IDOA (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, the parties may agree to forego the process described in subparagraph 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.

A. 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 the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive. The date of such written determination shall be the effective date of cancellation.

B. If the funds specified in this Contract for paying the Contractor come solely from sources other than State funds and the State Budget Agency or the FSSA Secretary makes a written determination that there are no longer any available funds from such sources to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the State Budget Agency or such officer of the State that such funds are not otherwise available to support continuation of performance shall be final and conclusive. The date of such written determination shall be the effective date of cancellation.

C. The Contractor shall be compensated for completed supplies properly delivered, if any, and Services properly rendered prior to the effective date of cancellation. The State will not be liable for supplies delivered or Services performed after the effective date of cancellation. The Contractor and the State shall agree on the amount of payment for such supplies delivered and accepted. 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. Failure to agree on any item in this subparagraph constitutes a dispute under the Disputes paragraph. With the exception of any item in this subparagraph on which the Contractor and the State fail to agree, no other item in this paragraph shall constitute a dispute under the Disputes paragraph.

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	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 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 Division of Supplier Diversity and may require an amendment. It is the State's expectation that the Contractor will meet the subcontractor commitments during the Contract term.

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

MBE/WBE	PHONE	COMPANY NAME	SCOPE OF PRODUCTS and/or SERVICES	UTILIZATION DATE	PERCENT
		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:

1. 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 subparagraph may be regarded as a material breach of this Contract, including for purposes of Indiana Code § 5-11-5.5-2, 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.

2. The Contractor covenants that it does not and shall not operate any programs or engage in any practices promoting Diversity, Equity, and Inclusion (DEI), or other similar goals, that violate Indiana or Federal Civil Rights Laws by treating a person differently on the basis of race or sex, such as by considering race or sex when making recruitment, hiring, disciplinary, promotion, or employment decisions; requiring employees to participate in training or educational programs that employ racial or sex stereotypes; or attempting to achieve racial or sex balancing in the Contractor's workforce. The Parties agree that a breach of this subparagraph is a material breach of this Contract, including for purposes of Indiana Code § 5-11-5.5-2, 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.

34. Notice to Parties.

Whenever any notice, statement, request, consent or other communication is required under this Contract (each, a "Notice"), it shall be effective only if it is in writing and: (a) personally delivered; or (b) sent by: (I) email; (II) first class U.S. mail service; or (III) a nationally recognized overnight delivery service, with delivery confirmed and costs of delivery being prepaid; to the following addresses, or to such other address or addresses as shall be furnished in writing by any party to the other party.

Notices to the State shall be sent to:

Amy Luellen
Indiana Family and Social Services Administration,
Division of Disability, Aging and Rehabilitative Services
Manager, Bureau of Rehabilitation Services
402 West Washington Street, W453
Indianapolis, IN 46204
317-775-3187
Email: amy.luellen@fssa.IN.gov

Notices to the Contractor shall be sent to:

Mike Foddrill, Jr.
Executive Director
English Foundation Building
615 Alabama Street #140
Indianapolis, IN 46204
O: 844-446-7452
C: 317-514-6145
E-mail: mfoddrill@indianasilc.org

Unless the sending party has actual knowledge that a Notice was not received by the intended recipient, a Notice shall be deemed to have been given as of the date (a) when personally delivered; (b) when sent in the case of an email properly addressed; (c) three (3) days after the date deposited with the United States mail properly addressed; or (d) the next day when delivered during business hours to an overnight delivery service, properly addressed and prior to such delivery service's cut off time for next day delivery. The parties acknowledge that Notices delivered by facsimile shall not be effective.

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 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.

A. This Contract may be terminated, in whole or in part, by the State, which shall include and is not limited to the IDOA and the State Budget Agency whenever, for any reason, the State determines that such termination is in its best interest. Termination of the delivery of supplies, if any, or the rendering of Services shall be effected by delivery to the Contractor of a termination notice at least thirty (30) days prior to the effective date of termination, specifying the extent to which the delivery of such supplies and the performance of such Services under such termination becomes effective. In connection with the delivery of such termination notice, the State shall send a copy thereof to the Commissioner.

B. The Contractor shall be compensated for supplies properly delivered, if any, and Services properly rendered prior to the effective date of termination. The State will not be liable for supplies delivered or Services performed after the effective date of termination. The Contractor and the State shall agree on the amount of payment for such supplies delivered and accepted and for the protection and preservation of the property. 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. The Contractor shall be compensated for supplies properly delivered and Services provided in accordance with this Contract, but in no case shall the total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items, if any such supplies or Services were canceled only in part prior to the original termination date. Failure to agree on any item in this subparagraph constitutes a dispute under the Disputes paragraph.

C. For the purposes of this paragraph, the parties stipulate and agree that the IDOA shall also 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 to be in the best interests of the State. With the exception of any item in subparagraph B, no other item in this paragraph shall constitute a dispute under the Disputes paragraph.

D. The rights and remedies of the State in this paragraph are in addition to any other rights and remedies provided by law or equity or under this Contract.

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, if any, or perform the Services within the time specified in this Contract or any extension thereof;
3. make progress so as to endanger performance of this Contract; or
4. perform any of the other provisions of this Contract.

In connection with the delivery of such notice, the State shall send a copy thereof to the Commissioner.

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, if any, 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 supplies properly delivered, if any, and Services accepted. The Contractor and the State shall agree on the amount of payment for supplies delivered and accepted and for the protection and preservation of the property. 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. The Contractor shall be compensated for supplies properly delivered and Services herein provided, but in no case shall the total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items, if any such supplies or Services were canceled only in part prior to the original termination date.

D. The rights and remedies of the State in this paragraph 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. Warranty.

The Contractor warrants and guarantees that the Services provided pursuant to this Contract shall conform in all material respects with the specifications set forth in paragraph 1.A of this Contract, and will be: (A) free of any claim of infringement, misappropriation, unfair competition, or violation of any third party intellectual property right; (B) created and delivered in accordance with applicable laws and industry standards and practices; and (C) fully tested in accordance with the State's quality assurance testing process, if applicable. This warranty will extend for a period of one year from the date of the completion of Services. All work not conforming to this Contract and related specifications may be considered defective. The warranties and guarantees provided in this paragraph and elsewhere in this Contract, if any, shall be in addition to and not in limitation of any other warranty or guarantee or remedy provided in this Contract or otherwise prescribed by law. In addition to the State's quality assurance testing process, if applicable, the Contractor, with representatives of the State, shall, at the discretion of the State, review the work completed nine (9) months after the date of the completion of Services to determine any work not in compliance with the Contract. The Contractor shall correct such non-complying work prior to the expiration of the one-year warranty.

50. 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.

51. State Boilerplate Affirmation Clause.

I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained in the 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.*

53. Liquidated Damages. Subclause A *Modified.*

52. Compliance with Independent Verification and Validation Oversight.

In the event the State determines that any independent verification and validation ("IV&V") oversight is required by the State during the term of this Contract, the Contractor shall comply with any such oversight during the term of this Contract, pursuant to which an independent third-party review may be conducted by a reviewer selected by the State, for the purpose of verifying that the Contractor has performed its obligations in compliance with the terms of this Contract. In the absence of any such IV&V oversight, the Contractor shall comply with any other appropriate methods or means for verification and validation required by the State during the term of this Contract for the purpose of verifying and validating that the Contractor has performed its obligations in compliance with the terms of this Contract. The Contractor shall provide all information and documentation requested during the State's IV&V oversight or verification and validation efforts related to this Contract and in connection with any IV&V oversight or verification and validation efforts related to an initiative of which this Contract is a part.

53. Liquidated Damages.

A. The Contractor understands and agrees that if the Contractor fails to complete the Services by a deadline specified in the Exhibits to this Contract attached in Clauses 1 and 2, which is prior to the end of the Term and which the Exhibits specify that this paragraph shall apply, or by the end of the Term (each, a "Completion Deadline"), the State will suffer damages, which cannot be quantified as of the Effective Date. Therefore, the Contractor and the State have agreed to stipulate the amounts payable by the Contractor in the event of its failure to achieve the completion of such Services by the corresponding Completion Deadline. Such liability shall apply even though: (i) a cure period remains available to the Contractor; or (ii) a cure occurs.

B. The amounts of such liquidated damages are $100.00 for each day after any Completion Deadline prior to the end of the Term and $100.00 for each day after the Completion Deadline at the end of the Term until the earlier of the date the completion of the corresponding Services is achieved or the date of termination of this Contract (collectively, the "Liquidated Damages").

C. The Contractor acknowledges that the Liquidated Damages are reasonable to compensate the State for the losses it will incur by reason of a delay in the completion of Services by a corresponding Completion Deadline. Such losses include loss of use, enjoyment and benefit of the Services, injury to the credibility and reputation of the State with the general public and/or additional costs in administering this Contract (including legal, accounting and other administrative costs) (collectively, the "Losses"). The Contractor further acknowledges that the Losses are incapable of accurate measurement because of, among other things, the unavailability of a substitute for the corresponding Services after a Completion Deadline.

D. As of the Effective Date, the amounts of Liquidated Damages represent good faith estimates and evaluations by the parties as to the actual potential Losses that the State would suffer as a result of a delay in the completion of Services by a corresponding Completion Deadline, and do not constitute a penalty. The parties have agreed to the Liquidated Damages in order to fix and limit the Contractor's costs and to avoid later disputes over what the amounts of Losses are properly chargeable to the Contractor. Such sums are reasonable in light of the anticipated or actual harm caused by a delay in the completion of Services by the corresponding Completion Deadline, the difficulties of the proof of loss and the inconvenience or infeasibility of otherwise obtaining an adequate remedy.

E. Liquidated Damages are not intended to, and do not, liquidate the Contractor's liability under the Indemnification paragraph, even though third-party claims against the State may arise out of the same event, breach or failure that gives rise to the Liquidated Damages.

F. The Contractor shall pay any Liquidated Damages owing under this paragraph within 10 days after the Contractor's receipt of the State's invoice or demand therefor, subject to the right to dispute under the Disputes paragraph. The State shall have the right to deduct and offset any unpaid Liquidated Damages from any amounts owed by the State to the Contractor. The State shall have the right to draw on any surety or fidelity bond provided by the Contractor pursuant to this Contract to satisfy any Liquidated Damages not paid when due. Permitting or requiring the Contractor to continue and finish the Services or any part thereof after the Completion Deadline shall not act as a waiver of the right to receive Liquidated Damages hereunder or any rights or remedies otherwise available to the State.

G. The State's right to, and imposition of Liquidated Damages are in addition, and without prejudice, to any other rights and remedies available to the State under this Contract, at law or in equity respecting the breach, failure to perform or other default of the Contractor, except for the recovery of Losses that the Liquidated Damages are intended to compensate. The Contractor further acknowledges and agrees that Liquidated Damages may be owing even though no default has occurred under this Contract.

54. Remedies for Overages.

The Contractor acknowledges that an important factor in inducing the State to enter into this Contract is the amount to be paid to the Contractor pursuant to the Consideration paragraph (the "Contracted Amount"). If, on or before the termination of this Contract, the Contractor requests the State to pay more than the Contracted Amount, as such amount may be hereafter amended (each, an "Overage"), the State may exercise any one or more of the following remedies:

A. amend this Contract for the purpose of increasing the Contracted Amount by an amount equal to or less than the Overage; or

B. reject the request and refuse to amend this Contract, thereby keeping the Contracted Amount the same.

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.

Indiana Statewide Independent Living Council

Signed by:

By:\s1\ Tracie Weldy

42524FFEFF1D478...

Title:\t1\ INSILC Chair

Date:\d1\ 1/22/2026 | 11:57 EDT

Indiana Family and Social Services Administration, Division of Disability, Aging and Rehabilitative Services

DocuSigned by:

By:\s2\ Kelly Coleen Mitchell - 00497

28B0265524AB48A...

Title:\t2\ Director of DDRS

Date:\d2\ 1/22/2026 | 12:04 EDT

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
STATEMENT OF WORK

I. EXECUTIVE SUMMARY

The Indiana Statewide Independent Living Council (INSILC), a federally mandated council, is responsible for developing, monitoring, reviewing, and evaluating the State Plan for Independent Living in a manner that is consistent with state and federal law. This agreement provides funding for INSILC as it performs the executive, accounting and administrative functions necessary to complete this task.

II. BACKGROUND AND CURRENT STATE

Independent Living is a philosophy and movement lead and directed by people with disabilities for people with disabilities who work to promote a philosophy of consumer control, peer support, self-help, self-determination, equal access, and individual and system advocacy, in order to maximize the leadership, empowerment, independence, and productivity of individuals with disabilities, and the integration and full inclusion of individuals with disabilities into the mainstream of American society. Title VII of the Rehabilitation Act of 1973, as amended by the Workforce Innovation & Opportunity Act (WIOA), mandates a State Independent Living Council (SILC). The federally mandated SILC in Indiana is the Indiana Statewide Independent Living Council (INSILC), Inc. The Bureau of Rehabilitation Services (BRS) shall provide funds to INSILC, Inc. through a contract to support its operations and functions, per the Rehabilitation Act, and achievement of its organizational mission. This includes the development of a SILC resource plan for the provision of resources, including INSILC staff and council members, as necessary for the functions and mission of INSILC, Inc.

III. SCOPE OF WORK

a. OBJECTIVES OF ENGAGEMENT

The objective of this engagement is to ensure that the Indiana Statewide Independent Living Council (INSILC) fulfills all federally mandated duties and authorities under Section 705(c)–(e) of the Rehabilitation Act of 1973, as amended by the Workforce Innovation and Opportunity Act (WIOA), and in accordance with 45 CFR 1329.15 and 1329.16. Under this engagement, INSILC shall:

1. **State Plan Development and Oversight**

   Support the development, monitoring, review, and evaluation of the State Plan for Independent Living (SPIL) in accordance with federal guidelines and applicable regulatory requirements.

2. **Compliance, Transparency, and Public Access**

   Ensure all Council operations meet federal and state requirements for transparency, including conducting regular public meetings, issuing timely public notices, and maintaining accessible records in accordance with Indiana's Open Door Law and applicable federal oversight requirements.

3. **Federal Reporting and Recordkeeping**

   Prepare and submit periodic reports to the Administrator as required, and maintain records sufficient to support federal verification, audit, and compliance activities.

4. **Interagency Coordination and Collaboration**

   Coordinate with Centers for Independent Living and other relevant public and private entities that provide services complementary to Independent Living, including organizations that deliver long-term community-based services and supports.

5. **Resource Development**

   Conduct allowable resource development activities that support implementation of the approved SPIL and strengthen the capacity of Centers for Independent Living to deliver Independent Living services.

6. **Promotion of Independent Living Philosophy**

   Advance the core philosophy of Independent Living and promote the integration, independence, and full societal inclusion of individuals with disabilities, consistent with the purpose and intent of the Rehabilitation Act.

IV. DELIVERABLES AND DEADLINES

Deliverables and deadlines for each federal fiscal year of the contract are as follows, and are subject to Section 53 Liquidated Damages, unless otherwise noted:

1. Submit evidence that the calendar year INSILC public meeting schedule has been set and posted online by December 31st of the prior year. This evidence will be a link to the posting of the meeting schedule on the INSILC website.
2. Submit for review to the DSE all Federal Fiscal Year (FFY) Program Performance Report (PPR) sections required to be completed by the SILC, no later than 15 business days prior to the federal report submission date.
3. Submit evidence that potential council members have been vetted and recommended to the Governor's office or the state appointing authority by September 30th of each year. Evidence must include a copy of the email sent to the Governor's office or state appointing authority of the potential council member recommendations and email delivery receipt.
4. INSILC will conduct four (4) full council public meetings during the FFY. Evidence must include the posting on the INSILC website and meeting agenda. Evidence may be submitted individually after each full council public meeting.

   **Due to potential scheduling issues related to meeting accessibility and public notice concerns that may arise beyond the control of INSILC, the ability of the Council to complete this deliverable by a specific deadline shall be exempt from Section 53(A) Liquidated Damages.*
5. For each quarter of the FFY, INSILC will submit the Cumulative Community Activities Tracker to include any SPIL development activities and give a report of its progress toward the annual goal of a 2% or greater increase in meaningful outreach hours. Quarterly reports will be due on January 31st, April 30th, July 31st, and October 31st each FFY.

EXHIBIT 1
STATEMENT OF WORK

V. PAYMENT MILESTONES

Payment for each deliverable listed above will be as outlined in the following table:
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Deliverable	No. of Units	Amount Per Unit	Total Amount
Posting on INSILC public meeting schedule	1	$25,000.00	$25,000.00
INSILC Section of PPR Completed	1	$45,214.00	$45,214.00
Membership Recruitment Campaign	1	$45,213.00	$45,213.00
Four (4) Full Council Public Meetings	4	$29,494.00	$117,976.00
Quarterly Community Activities Tracker/Report of Progress	4	$8,250.00	$33,000.00

Funding in support of this Contract comes from Vocational Rehabilitation (VR) Innovation & Expansion (I&E), Rehabilitation Act, As Amended and Part B: Independent Living State Grants (Part B Grants). In the event the State Budget Director makes a formal determination, in accordance with Section 21 of this Contract, that funds are not available to support continuation of performance of this Contract, this Contract shall be terminated pursuant to Section 21.

VI. PROJECT MANAGEMENT

a. PROJECT MANAGEMENT PLAN, KEY PERSONS, and OTHER PROJECT STAFF

INSILC's Executive Director, with oversight from the statewide independent living council, will coordinate INSILC staff, committee members, and volunteers to ensure that INSILC fulfills all federally mandated duties and authorities under Section 705(c)–(e) of the Rehabilitation Act of 1973, as amended by the Workforce Innovation and Opportunity Act (WIOA), and in accordance with 45 CFR 1329.15 and 1329.16.

b. STATUS UPDATES AND REPORTING

At a minimum, INSILC will submit its Cumulative Community Activities Tracker to include any SPIL development activities and give a report of its progress toward the annual goal of a 2% or greater increase in meaningful outreach hours.

VII. COMPLIANCE REQUIREMENTS

As outlined in section 705(c), (d), and (e) of the Rehabilitation Act of 1973 as amended by WIOA and outlined in 45 CFR1329.15 and 1329.16, INSILC shall comply with the following SILC duties and conduct activities based on the following allowable authorities at the discretion of INSILC as consistent with the SPIL:

SILC Duties

- Develop the SPIL in accordance with guidelines developed by the Administrator.
- Monitor, review and evaluate the implementation of the SPIL on a regular basis as determined by the SILC and set forth in the SPIL.
- Meet regularly and ensure that such meetings are open to the public and sufficient advance notice of such meetings is provided.
- Submit to the Administrator such periodic reports as the Administrator may reasonably request, and keep such records, and afford such access to such records, as the Administrator finds necessary to verify the information in such reports; and

EXHIBIT 1
STATEMENT OF WORK

- As appropriate, coordinate activities with other entities in the State that provide services similar to or complementary to independent living services, such as entities that facilitate the provision of or provide long-term community-based services and supports.

SILC Authorities

- Work with Centers for Independent Living to coordinate services with public and private entities to improve services provided to individuals with disabilities.
- Conduct resource development activities to support the activities described in the approved SPIL and/or provision of independent living services by Centers for Independent Living; and
- Perform other such functions that promote a philosophy of Independent Living and promote the integration and full inclusion of individuals with disabilities in the mainstream of American society and furthers the purpose of the Rehabilitation Act, as the Council determines to be appropriate.

Additionally, INSILC shall have the following responsibilities:
Comply with Indiana’s Open Door Law, including timely public notice. All notices are posted pursuant to Indiana's Open Door Law. Facilities and materials are available pursuant to Indiana's Public Records Act. Documentation to verify timeliness will be available upon request.

VIII. KEY PERFORMANCE INDICATORS

- INSILC will achieve an annual goal of a 2% or greater increase in the number of meaningful outreach hours performed.
- INSILC will ensure that deliverables are completed by deadlines listed above in Deliverables and Deadlines section.

IX. END OF CONTRACT TRANSITION AND TURNOVER – N/A

EXHIBIT 2
BUDGET

FFY27 Budget

FFY27 - October 1, 2026 to September 30, 2027	Units	Qty	Amount Per Project	Total Amount	PROJECT
Posting INSILC CY2027 Public Mtg Schedule	Each	1	$25,000.00	$25,000.00	497AIDLV9010F27
INSILC section of FFY26 PPR completed	Each	1	$45,214.00	$45,214.00	497AIDLV9010F27
2027 Membership Recruitment Campaign	Each	1	$45,213.00	$45,213.00	497AIDLV9010F27
Four (4) Full Council Public Meetings	Each	4	$29,494.00	$117,976.00	497FDVRB100_F27
Qtrly Comm Activities Tracker/Rpt of Progress	Each	4	$8,250.00	$33,000.00	497FDVRB100_F27
			Total FFY2027 Amount:	**$266,403.00**	

	Project	Amount available
Part B + match	497AIDLV9010F27	$115,427.00
I&E	497FDVFB100_F27	$150,976.00
		$266,403.00

FFY28 Budget

FFY28 - October 1, 2027 to September 30, 2028	Units	Qty	Amount Per Project	Total Amount	PROJECT
Posting INSILC CY2028 Public Mtg Schedule	Each	1	$25,000.00	$25,000.00	497AIDLV9010F28
INSILC section of FFY27 PPR completed	Each	1	$45,214.00	$45,214.00	497AIDLV9010F28
2028 Membership Recruitment Campaign	Each	1	$45,213.00	$45,213.00	497AIDLV9010F28
Four (4) Full Council Public Meetings	Each	4	$29,494.00	$117,976.00	497FDVRB100_F28
Qtrly Comm Activities Tracker/Rpt of Progress	Each	4	$8,250.00	$33,000.00	497FDVRB100_F28
			Total FFY2028 Amount:	**$266,403.00**	

	Project	Amount available
Part B + match	497AIDLV9010F28	$115,427.00
I&E	497FDVFB100_F28	$150,976.00
		$266,403.00