

PROFESSIONAL SERVICES CONTRACT

This Contract (“this Contract”), entered into by and between Indiana Economic Development Corporation (the “State”) and LOGISTICS HEALTH, INC., an Optum company (the “Contractor”), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Duties of Contractor.

A. Duties of Contractor.

- (a) The Contractor shall provide the services set forth in **Exhibit 1, Statement of Work**, which is attached hereto and incorporated fully by reference herein.
- (b) Performance Requirements. Contractor agrees to the Performance Requirements set forth in **Exhibit 1**.

B. Duties of the State.

- (a) The State agrees to perform the obligations as set forth in **Exhibit 1**.
- (b) The State agrees to pay to Contractor at the rates set forth in **Exhibit 2, Pricing and Payment Terms**, in exchange for Contractor's performance of its obligations under this Agreement. **Exhibit 2** is attached hereto and incorporated herein.
- (c) Payments to Contractor. Contractor shall invoice State for services on the schedule set forth in Exhibit 2, State will pay all valid invoices for such services within thirty five (35) days after the date of the invoice. Invoices remaining unpaid over thirty-five days following the date of the invoice by State will be subject to late payment interest penalties as provided in IC 5-17-5.
- (d) Submission of Claims. Claims shall be submitted by Contractor for reimbursement of costs incurred. Costs are incurred on the date services are actually provided to the State. Reimbursement shall be based on actual services provided to the State. Claims shall be submitted to the State within sixty (60) calendar days following the end of the month in which services were provided. The State has the discretion, and reserves the right, to not pay any claims submitted later than Sixty (60) calendar days following the end of the month in which the services were provided. All final claims and reports must be submitted to the State within sixty (60) calendar days after the expiration or termination of this agreement. Payment for claims submitted after that time may, at the discretion of the State, be denied. Claims may be submitted on a monthly or semi-monthly basis only. At the time that the final claim is submitted, all unexpended grant funds must be returned to the State
- (e) Claims Documentation. Claims must be submitted with accompanying supportive documentation generated as designated by the State. Claims submitted without supportive documentation will be returned to the Contractor and not processed for payment. Failure to perform or execute the policies or provisions made in this Agreement may result in the denial of claim reimbursement.
- (f) Non-payment. If State fails to meet the payment obligations of Section 2(f) or repeatedly fails to meet the payment obligations of Section 2(c) within the time specified, State shall be deemed in breach of the Agreement. If State fails to cure such breach within three (3) business days, Contractor, in its sole discretion, shall have the option to suspend work under this Contract.

2. Consideration. The Contractor will be paid at the rates detailed on **Exhibit 2** attached hereto and incorporated herein for performing the duties set forth above. Total remuneration under this Contract for

the initial term shall not exceed \$17,936,797.67. If the renewal is exercised, total remuneration under this Contract shall not exceed \$41,285,324.17.

3. Term. This Contract shall commence on April 27, 2020 and shall remain in effect through May 30, 2020, with a one month renewal option which term would end June 30, 2020 at the discretion of the State. The Contract may be extended by bilateral modification by both the Contractor and the State.

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. For clarity “Subcontractor” as used through the Contract refers to subcontractors that are retained specifically for the State under this Contract and do not include vendors that provide administrative (non-core) services to Contractor, including but not limited to print vendors, translation services vendors, audit or clinical support vendors.

B. The Contractor shall not assign or subcontract the whole or any part of this Contract without the State’s prior written consent. Additionally, the Contractor shall provide prompt written notice to the State of any change in the Contractor’s legal name or legal status so that the changes may be documented and payments to the successor entity may be made.

6. Assignment of Antitrust Claims. As part of the consideration for the award of this Contract, the Contractor assigns to the State all right, title and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

7. Audits. The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC § 5-11-1, *et seq.*, and audit guidelines specified by the State.

The State considers the Contractor to be a “Contractor” under 2 C.F.R. 200.330 for purposes of this Contract.

State may once annually audit Contractor in relation to its duties and obligations under this Contract. These rights shall include auditing relevant records which shall be made accessible upon thirty (30) days prior written notice and at reasonable intervals during the regular business hours of Contractor. Notwithstanding the foregoing, State's audit of Contractor records is for the limited purpose of verifying Contractor's compliance with the terms of this Contract. State acknowledges that it shall not be entitled to audit: (i) documents, in whole or in part, that Contractor deems proprietary, confidential or trade secret; and (ii) documents, in whole or in part, that Contractor is barred from disclosing by law or pursuant to an

obligation of confidentiality to a third party. All information and records reviewed pursuant to this section shall be considered Confidential Information for purposes of this Contract.

Auditors. At no time can State's auditor be a competitor of Contractor.

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. For the avoidance of doubt, pricing is subject to the pricing terms set forth in Contractor's financial proposal to be provided.

10. Compliance with Laws.

A. The Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, executive orders, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.

B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, *et seq.*, IC § 4-2-7, *et seq.* and the regulations promulgated thereunder. **If the Contractor has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Contract.** If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. The Contractor agrees that any payments currently due to the State of Indiana may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.

D. The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Contractor agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.

E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC § 5-17-5.

F. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.

G. The Contractor affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

H. As required by IC § 5-22-3-7:

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

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

(i) IC §24-4.7 [Telephone Solicitation Of Consumers];

(ii) IC §24-5-12 [Telephone Solicitations]; or

(iii) IC §24-5-14 [Regulation of Automatic Dialing Machines];

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

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

(2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor, except for de minimis and nonsystematic violations,

(A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and

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

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

12. Confidentiality, Security and Privacy of Personal Information

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

- B. "HIPAA" means the Health Insurance Portability and Accountability Act of 1996 (sections 1171 through 1179 of the Social Security Act), including any subsequent amendments to such Act.
- C. "HIPAA Rules" mean the rules adopted by and promulgated by the US Department of Health and Human Services ("HHS") under HIPAA and other relevant federal laws currently in force or subsequently made, including any waivers of same during the term of this Contract, such as the Health Information Technology for Economic and Clinical Health Act ("HITECH"), as enumerated under 45 CFR Parts 160, 162, and 164, including without limitation any and all additional or modified regulations thereof. Subsets of the HIPAA Rules include:
- 1) "HIPAA Enforcement Rule" as defined in 45 CFR Part 160;
 - 2) "HIPAA Security Rule" as defined in 45 CFR Part 164, Subparts A and C;
 - 3) "HIPAA Breach Rule" as defined in 45 CFR Part 164, Subparts A and D; and
 - 4) "HIPAA Privacy Rule" as defined in 45 CFR Part 164, Subparts A and E.
- D. If Contractor is deemed a Business Associate to the State, Contractor is hereby authorized by the State to create, receive, maintain, and/or transmit Protected Health Information ("PHI") and other Personally Identifiable Information (meaning personal information as collectively defined in IC 4-1-6-1 and IC 4-1-11-3, "PII") on the State's behalf pursuant to and consistent with the Services performed by Contractor under this Contract.
- E. Contractor agrees that as a Business Associate to the State it is obligated to comply with the HIPAA Rules, including any waivers to same in effect during the term of this Contract, 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 permitted or required by law, including any federal and/or State waivers of HIPAA Rules in effect during the term of this Contract. Contractor may
 - (a) Use and disclose PHI for the proper management and administration of Contractor or to carry out the legal responsibilities of Contractor, provided that the disclosures are required by law;
 - (b) Provide Data Aggregation services relating to the Health Care Operations of the State; or
 - (c) De-identify PHI received or created by Contractor all in accordance with the HIPAA Privacy Rule. Contractor understands that this prohibition expressly applies to any information provided by the Social Security Administration, directly or through the State. 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. 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. Contractor will implement the following HIPAA requirements for any forms of PHI or PII that the Contractor receives, maintains, or transmits on behalf of the State:

- (a) Administrative safeguards under 45 CFR 164.308;
 - (b) Physical safeguards under 45 CFR 164.310;
 - (c) Technical safeguards under 45 CFR 164.312; and
 - (d) Policies and procedures and documentation requirements under 45 CFR 164.316.
- 3) Contractor understands that it is subject to the HIPAA Enforcement Rule under which Contractor may be subject to criminal and civil penalties for violations of and non-compliance with the HIPAA Rules.

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

- 1) Contractor understands that it is subject to the HIPAA Breach Rule.
- 2) For the purposes of this Contract, the term Breach has the same meaning as defined in the HIPAA Breach Rule. The term "Security Incident" shall mean an action or event that has resulted in the improper use or disclosure of PHI or PII in Contractor's safekeeping (in violation of this Contract and/or in violation of the HIPAA Privacy Rule), the reasonable possibility or suspected possibility that an improper use or disclosure of PHI or PII may have occurred, or circumstances in which PHI or PII has been exposed to an opportunity for improper use or disclosure. A "Security Incident" shall not include unsuccessful or inconsequential incidents that do not represent a material threat to confidentiality, integrity or availability of PHI (such as scans, pings, or unsuccessful attempts to penetrate computer networks). A "suspected" Security Incident, or the "reasonable possibility" or "suspected possibility" of a Security Incident means that Contractor knows, or, by exercising reasonable diligence would have known of the existence of a Security Incident".
- 3) If a Security Incident occurs or if Contractor suspects that a Security Incident may have occurred with respect to PHI and/or PII in Contractor's safekeeping:
 - (a) Contractor shall notify the State of the Security Incident within one (1) business day of when Contractor discovered the Security Incident; such notification shall be made to the FSSA Privacy & Security Office in a manner reasonably prescribed by the FSSA Privacy & Security Officer and shall include as much detail as the Contractor reasonably may be able to acquire within the one (1) business day.
 - (b) For the purposes of such Security Incidents, "discovered" and "discovery" shall mean the first day on which such Security Incident is known to the Contractor or, by exercising reasonable diligence, would have been known to the Contractor. Regardless of whether the Contractor failed to exercise reasonable diligence, improperly delaying the notification of discovery beyond the one day requirement, the Contractor will notify the FSSA Privacy & Security Office within one day of gaining actual knowledge of a breach.
 - (c) In collaboration with the FSSA Privacy & Security Office, Contractor shall undertake all commercially reasonable efforts necessary to thoroughly investigate the Security Incident and to provide all results of such investigation to the FSSA Privacy & Security Office, including but not limited to Contractor personnel involved, source

and cause of the Security Incident, specific information disclosed, disclosure victims (those whose PHI/PII was disclosed), disclosure recipients, supporting materials, actions taken to mitigate or stop the Security Incident, and similar details in accordance with the HIPAA Privacy Rule.

- (d) Contractor's investigation must be undertaken expeditiously and completed to the extent that a determination of whether a Breach has occurred can be reasonably made, including the identification of the victims or likely victims, within a reasonable timeframe as mutually agreed upon with the FSSA Privacy & Security Office, from the date of discovery of the Security Incident. Contractor shall provide details of its investigation to the FSSA Privacy & Security Office on an ongoing basis until the investigation is complete.
- (e) Contractor and the FSSA Privacy & Security Office will collaborate on the results of Contractor's investigation; the determination as to whether a Breach has occurred rests solely with the FSSA Privacy & Security Office.
- (f) If it is determined by the FSSA Privacy & Security Office that a Breach has occurred:
 - (i) Contractor agrees that it shall be responsible for, including all costs with respect to, fulfilling the State's and/or Contractor's obligations for notice to all of the known and suspected victims of the Breach. Such notice shall comply with the HIPAA Breach Rule notification requirements and/or applicable notification requirements under State law.
 - (ii) Contractor further agrees that such notification will be made under its name, unless otherwise specified by the FSSA Privacy & Security Office. Contractor will coordinate its Breach notification efforts with the FSSA Privacy & Security Office; the FSSA Privacy & Security Office will approve Contractor's Breach notification procedures and plans, including the format and content of the notice(s) prior to such notification being made.
 - (iii) Contractor accepts full responsibility for the Breach and any resulting losses or damages incurred by the State or any victim of the Breach.
 - (iv) Contractor will undertake all commercially reasonable efforts necessary to mitigate any deleterious effects of the Breach for the known and suspected victims of the Breach.
 - (v) The State, through the FSSA Privacy & Security Office, will make the appropriate notifications to HHS and/or the applicable State agencies with respect to the Breach, unless the Contractor is directed to do so by the FSSA Privacy & Security Office
 - (vi) 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

G. Subcontractors. Contractor agrees that in accordance with the HIPAA Privacy Rule any subcontractors engaged by Contractor (in compliance with this Contract) that will create, receive, maintain, or transmit State PHI/PII on Contractor's behalf will contractually agree to the same restrictions, conditions, and requirements that apply to Contractor with respect to such PHI/PII.

H. Access by Individuals to their PHI. Contractor acknowledges that in accordance with the HIPAA Privacy Rule individuals for whom Contractor has direct possession of their PHI on the State's behalf have the right to inspect and amend their PHI, and have the right for an accounting of uses

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

- 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, 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 12.

- 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. 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 and the Office of Legal Affairs at the Indiana State Department of Health within one (1) business day of the date of discovery.

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

- O. Contractor shall adhere to all relevant FSSA Application Security policies located at <http://in.gov/fssa/4979.htm> for any related activities provided to FSSA under this contract. Contractor is responsible for validating 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 and the Office of Legal Affairs at the Indiana State Department of Health.

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.

- C. 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.

- 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, notwithstanding any other provisions of this Agreement to the contrary, the Contractor may cancel and terminate this Contract and institute measures to collect monies due up to and including the date of termination.

16. Disputes.

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

B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the State for such costs.

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

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

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

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

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

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

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

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

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

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

C. The Contractor shall require his/her/its subcontractors, who perform work under this Contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor. D. The State may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

19. 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 due to events, circumstances, or causes beyond that party's reasonable control, including but not limited to: pandemic; epidemic; any global, national, or local public health emergency or disease outbreak (including, without limitation, any of the conditions listed henceforth that may subsequently arise under the COVID-19 (a/k/a the 2019 Novel Coronavirus) pandemic or any similar disease(s)); widespread and prolonged failure of a utility service or transport or telecommunications network; compliance with any newly enacted law or governmental order, rule, regulation, direction including quarantine and travel and shipping restrictions; or widespread and significant shortages in necessary labor, materials, manufacturing facilities, or transportation (each, a "Force Majeure Event") vital to performance of this contract which cannot be cured through any reasonably possible efforts. Upon the occurrence of any 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 include a description of the specific contract obligations it is unable to perform, 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 ten(10) 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.

20. Funding Cancellation. As required by Financial Management Circular 2007-1 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

21. 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.

22. HIPAA Compliance. . This information has been incorporated into Clause 12.

23. 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 wrongful or negligent 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. Notwithstanding the foregoing, Contractor will have no obligation under this Section 23 or otherwise if the claim or loss results from the State's failure to perform its obligations under this Contract. To the extent that Contractor is only partially responsible for a third party's claims or losses, Contractor's obligation to indemnify, defend, and hold harmless the State shall be reduced to the extent of the Contractor's responsibility.

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

25. Information Technology Enterprise Architecture Requirements. If this Contract involves information technology-related products or services, the Contractor agrees that all such products or services are compatible with any of the technology standards found at <https://www.in.gov/iot/2394.htm> that are applicable, including the assistive technology standard. The State may terminate this Contract for default if the terms of this paragraph are breached.

26. 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.
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.
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. Intentionally omitted.
5. Intentionally omitted.
6. The Contractor shall secure the appropriate Surety or Fidelity Bond(s) as may be required by the state department served or by applicable statute. Upon request Contractor will provide certificates of Bond(s) as required.

7. 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. Upon request Contractor will provide certificates of insurance as required.

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.

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.

27. 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.

Nothing in this Section, 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 NA

28. 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. References to any laws, rule, or regulation shall be deemed to refer to the statute, rule, executive order or regulation as amended, modified, waived, supplemented, or replaced from time to time as of such date. The State may withhold payment to 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 required for the Contractor to continue performance under this Agreement, the Contractor shall notify the State immediately and the State, at its option, may immediately terminate this Contract.

29. 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.

30. 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 MWBE Compliance 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 MBE/WBE Division (“Division”) certified MBE and/or WBE subcontractors will be participating in this Contract:

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

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

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

A. Notices to the State shall be sent to:

INDIANA ECONOMIC DEVELOPMENT CORPORATION
Attn: General Counsel
One North Capitol Avenue, Suite 700
Indianapolis, IN 46204-2288
reports@iedc.in.gov

B. Notices to the Contractor shall be sent to:

Lora Gross, Contracts Manager
Logistics Health, Inc.
11000 Optum Circle
Eden Prairie, MN 55344
(952) 205-8332
lora.gross@optum.com

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

33. Order of Precedence; Incorporation by Reference. Any inconsistency or ambiguity between this Contract and other attachments or documents shall be resolved by giving precedence in the following order: (1) this Contract, including any exhibits and modifications thereto, (2) attachments prepared by the State, (3) the OSHS proposal. All exhibits, attachments, and all documents referred to in this paragraph, are hereby incorporated fully by reference.

34. Ownership of Documents and Materials.

A. Contractor retains all right, title and interest in and to its proprietary client portal, LHI.Care, the MedNet technology platform, the HEMDACs application, all related operational data and documentation, and all other proprietary processes, procedures and tools used by Contractor to perform the services under this Agreement, including all intellectual property rights therein, including but not limited to all modifications, enhancements, improvements and derivative works thereto (collectively, the “OSHS IP”). No title to or ownership of the OSHS IP are transferred to the State in connection with this Agreement.

B. All other 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. Materials considered “work for hire” are those Materials specifically developed for the State of Indiana under the Statement of Work in Exhibit 1.

C. 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 during the term of this Contract.

35. Payments.

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

B. Claims for payment shall be submitted in accordance with payment terms stated in this Section and the specifications defined in Exhibit 2. Contractor shall utilize the State-generated FSSA Contract Claim Reimbursement Form. Reimbursement shall be based on actual goods, services and/or deliverables provided and/or actual reimbursable expenses previously paid. Claims shall be submitted to the State within sixty (60) calendar days following the end of the month in which goods, services or deliverable were provided and/or expenses were paid. The State has the discretion, and reserves the right, to not pay any claims submitted later than sixty (60) calendar days after service period or date of 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. The State Budget Agency and the Contractor acknowledge that Contractor is being paid in advance for the maintenance of equipment and / or software. Pursuant to IC 4-13-2- 20(b)(14), Contractor agrees that if it fails to perform the maintenance required 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.

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.

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

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

37. 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.

38. Public Record. The Contractor acknowledges that the State will not treat this Contract as containing confidential information, and will post this Contract on the transparency portal as required by Executive

Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Contract shall not be considered an act of the State.

39. 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.

40. 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.

41. 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.

42. 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.

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

44. Termination for Default.

With the provision of thirty (30) days' written notice to the Contractor containing a description of the default or breach, the State may terminate this Contract in whole or in part if the Contractor fails to:

1. Correct or cure any breach of this Contract; the time to correct or cure the breach may be extended beyond thirty (30) days if the State determines progress is being made and the extension is agreed to by the parties;
2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;
3. Make progress so as to endanger performance of this Contract; or
4. Perform any of the other provisions of this Contract.

A. If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

B. The State shall pay the contract price for completed supplies delivered and services accepted. The Contractor and the State shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under

the Disputes clause. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

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

45. Travel. No expenses for travel will be reimbursed unless specifically contemplated by the Statement of Work at Exhibit 1. Permitted expenses will be reimbursed at the rate paid by the State and in accordance with the Budget Agency's *Financial Management Circular – Travel Policies and Procedures* in effect at the time the expenditure is made. Out-of-state travel requests must be reviewed by the State for availability of funds and for conformance with *Circular* guidelines.

46. 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.

47. 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.

48. 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 2019 OAG/ IDOA *Professional Services Contract Manual* or the 2019 *SCM Template*) in any way except as follows:

5. Assignment, Successors. Modified.

7. Audits. Modified.

9. Changes in Work. Modified.

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

26. Insurance. Modified.

30. Minority and Women's Business Enterprises Compliance. Modified.

33. Order of Precedence, Incorporation by Reference. Modified.

34. Ownership of Documents and Records. Modified.

44. Termination for Default. Modified.

49. Prevention of Fraud and Abuse. Added

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

51. Conveyance of Documents and Continuation of Existing Activity. Added.

52. Environmental Standards. Added.

53. Lobbying Activities. Added.

53. Financial Disclosure. Added.

55. Disclaimer of Warranty. Added.

56. Limitation of Liability. Added.

57. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT. Added.

58. BYRD ANTI-LOBBYING AMENDMENT. Added.

49. Prevention of Fraud and Abuse

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

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

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

- a. Title VI of the Civil Rights Act of 1964 (Pub. L. 88-352), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 80), to the end that, in accordance with Title VI of that Act and the Regulation, no person in the United States shall on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the Contractor receives Federal financial assistance under this Contract.
- b. Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45

C.F.R. Part 84), to the end that, in accordance with Section 504 of that Act and the Regulation, no otherwise qualified handicapped individual in the United States shall, solely by reason of his/her handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity for which the Contractor receives Federal financial assistance under this Contract.

- c. The Age Discrimination Act of 1975 (Pub. L. 94-135), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Health and Human Services (45 C.F.R. Part 91), to the end that, in accordance with the Act and the Regulation, no person in the United States shall, on the basis of age, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity for which the Contractor receives Federal financial assistance under this Contract.
- d. The Americans with Disabilities Act of 1990 (Pub. L. 101-336), as amended, and all requirements imposed by or pursuant to the Regulation of the Department of Justice (28 C.F.R. 35.101 et seq.), to the end that in accordance with the Act and Regulation, no person in the United States with a disability shall, on the basis of the disability, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Contractor receives Federal financial assistance under this Contract.
- e. Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681, 1683, and 1685-1686), and all requirements imposed by or pursuant to regulation, to the end that, in accordance with the Amendments, no person in the United States shall, on the basis of sex, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity for which the Contractor receives Federal financial assistance under this Contract.

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

51. Conveyance of Documents and Continuation of Existing Activity

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

52. Environmental Standards

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

53. Lobbying Activities

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

54. Financial Disclosure

The Contractor agrees that it has disclosed, and shall as necessary in the future disclose to the State the name and address of each person with an ownership or controlling interest in the disclosing entity or in any subcontractor in which the disclosing entity has a direct or indirect ownership interest of 5 percent or more. If the Contractor is not subject to periodic survey under § 455.104(b)(2) it must disclose to the State, prior to enrolling, the name and address of each person with an ownership or controlling interest in the disclosing entity or in any subcontractor in which the disclosing entity has a direct or indirect ownership interest of 5 percent or more.

Additionally, under § 455.104(a)(2), the Contractor must disclose whether any of the named persons is related to another as spouse, parent, child, or sibling. Moreover, pursuant to the requirements of § 455.104(a)(3), the Contractor shall disclose the name of any other disclosing entity in which a person with an ownership or controlling interest in the disclosing entity has an ownership or controlling interest.

55. Disclaimer of Warranty

THE PARTIES ACKNOWLEDGE THAT THE COVID-19 TEST KITS TO BE USED IN CONNECTION WITH THIS AGREEMENT ARE FOR SCREENING PURPOSES ONLY AND MAY NOT IN ALL CASES PROVIDE A DEFINITIVE RESULT. AS WITH ALL SCREENING TESTS, IN A CERTAIN NUMBER OF CASES THERE CAN BE INCIDENCES OF FALSE-POSITIVE AND FALSE-NEGATIVE RESULTS. THE PARTIES FURTHER ACKNOWLEDGE

THAT THE COVID-19 TEST KITS PROVIDED UNDER THIS AGREEMENT MAY NOT BE EFFECTIVE FOR ANY MUTATIONS OF COVID-19.

EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION 54 AND TO THE EXTENT PROHIBITED BY APPLICABLE LAW, THE SERVICES AND PRODUCTS PROVIDED BY CONTRACTOR UNDER THIS AGREEMENT ARE PROVIDED STRICTLY “AS-IS,” “AS-AVAILABLE,” AND “WITH ALL FAULTS,” AND CONTRACTOR MAKES NO ADDITIONAL WARRANTIES OR REPRESENTATIONS OF ANY KIND, WHETHER EXPRESS, IMPLIED, ARISING FROM COURSE OF DEALING OR USAGE OF TRADE, OR STATUTORY AS TO THE SERVICES, PRODUCTS, OR ANY OTHER MATTER WHATSOEVER. EXCEPT TO THE EXTENT PROHIBITED BY APPLICABLE LAW, CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES AND CONDITIONS OF ANY KIND, INCLUDING BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, USE, OR A PARTICULAR OR BUSINESS RESULT, TITLE, NON-INFRINGEMENT, AND ANY WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE. EXCEPT TO THE EXTENT EXPRESSLY REQUIRED BY THIS CONTRACT AND APPLICABLE LAW, CONTRACTOR MAKES NO WARRANTY THAT THE PRODUCTS OR SERVICES PROVIDED UNDER THIS AGREEMENT WILL: (I) MEET THE STATE’S REQUIREMENTS OR INTENDED PURPOSES OR USES; (II) PREVENT THE SPREAD OR INCURRENCE OF ANY ILLNESS, VIRUS, OR BACTERIA; (III) BE FREE FROM DEFECTS, WHETHER PATENT OR LATENT, IN DESIGN, MATERIALS OR WORKMANSHIP.

56. Limitation of Liability

Notwithstanding anything to the contrary in this Contract, in no event will the Contractor’s liability to the State, whether in contract or in tort, for any action arising out of or relating to Contractor’s performance or nonperformance, under this Contract, in the aggregate, exceed the fees paid by the State to the Contractor, for the life of the Contract.

This section does not apply to damages for the following:

1. Payments for patents and copyright indemnification; or
2. Bodily injury (including death), and damage to real property and tangible personal property.

In no event will the measure of damages payable by either party include, nor will either party be liable for, any amounts for loss of income, profit or savings or indirect, incidental, consequential, exemplary, punitive or special damages of any party, including third parties, even if such party has been advised of the possibility of such damages in advance and all such damages are expressly disclaimed.

57. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

Clean Air Act 1. The contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq. 2. The contractor agrees to report each violation to the (name of applicant entering into the contract) and understands and agrees that the (name of the applicant entering into the contract) will, in turn, report each violation as required to assure notification to the Federal Emergency Management Agency, and the appropriate Environmental Protection Agency Regional Office. 3. The contractor agrees to include these requirements in each subcontract exceeding \$150,000 financed in whole or in part with Federal assistance provided by FEMA.

58. BYRD ANTI-LOBBYING AMENDMENT

Byrd Anti-Lobbying Amendment, 31 U.S.C. § 1352 (as amended) Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, officer or employee of Congress, or an employee of a Member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient who in turn will forward the certification(s) to the awarding agency. d. Required Certification. If applicable, contractors must sign and submit to the non-federal entity the following certification. APPENDIX A, 44 C.F.R. PART 18 – CERTIFICATION REGARDING LOBBYING Certification for Contracts, Grants, Loans, and Cooperative Agreements The undersigned certifies, to the best of his or her knowledge and belief, that: 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement. 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions. 3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. The Contractor, , certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C.Chap. 38, Administrative Remedies for False Claims and Statements, apply to this certification and disclosure, if any.

Anne Finch

 Digitally signed by Anne Finch
Date: 2020.04.26 12:36:05 -05'00'

Signature of Contractor’s Authorized Official

Anne Finch, CEO

Name and Title of Contractor’s Authorized Official

4/26/2020

Date

In Witness Whereof, the IEDC and LOGISTICS HEALTH, INC have, through their duly authorized representatives, entered into this Agreement. The parties, having read and understood the foregoing terms of this Agreement, do by their respective signatures dated below agree to the terms thereof.

LOGISTIC HEALTH, INC

Anne Finch

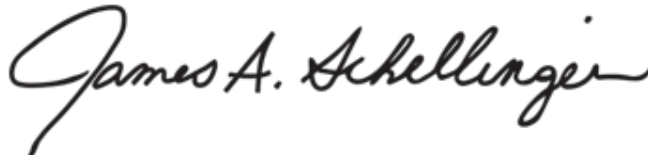
Digitally signed by Anne Finch
Date: 2020.04.26 12:36:35 -05'00'

Date: 4/26/2020

INDIANA ECONOMIC DEVELOPMENT CORPORATION

James A. Schellinger, Secretary of Commerce

(Digital Signature Stamp Below)



April 27, 2020

STATE BUDGET AGENCY

Andy Cummings for

Zachary Q. Jackson
Director

Date: 4/27/2020

EXHIBIT 1
STATEMENT OF WORK

1. Introduction

1.1 Introduction

The Indiana Economic Development Corporation (“IEDC” or “the State”) requires OptumServe Health Services (“OSHS” or “Contractor”) to provide all services listed in this Scope of Work, including COVID-19 Specimen Collection services. Specifically, the Contractor shall schedule and coordinate all COVID-19 testing Events and related activities, perform testing Events, transmit tests to laboratories and receive results, collect data electronically, and report results to individuals and the State.

2. Contractor Key Responsibilities and Specimen Collection Process

2.1 Specimen Collection Process Overview

The Contractor must set up sites at various locations determined by the State or the State’s designees for testing Events for large groups of Patients. Site locations may include but are not limited to:

- Military installations
- Drill halls
- Gymnasiums
- Community centers
- Schools
- Hotels
- Parking lots

The State will request, through a secure web portal, a testing Event to be created. The request will include a location and target number of individuals to be tested at the Event. The Contractor shall confirm these logistics and coordinate the Event by:

- a. assigning qualified Indiana health care providers and administrative staff to the Event; and
- b. managing the shipment of equipment and supplies to the Event location

Patients (defined as individuals to receive testing for COVID-19 at an Event contemplated by this Contract) shall be able to schedule appointments through a portal, a phone call, or in-person at one of the testing Event locations. All modes of scheduling should be possible for each Event location. The Contractor shall furnish the portal, phone line, and in-person scheduling capabilities for each Event. Scheduling shall be performed in accordance with Section 2.2.1 below.

The Contractor’s team (for more information on team requirements - see Section 3. Staffing) shall perform specimen collection services at the Event, send the specimens to the required labs, and document Patient demographics and test information (minimum data elements to be collected include name, date of birth, address, email (if the Patient has one), sex, race, ethnicity,

data of collection, and collection type) in a secure portal. Once results are received, the Contractor must notify Patients of their result and, if necessary, provide follow-up clinical advice and care instructions. The Contractor must transfer all results and data to the State in the manner designated by the State.

The Contractor shall supply all testing kits for specimen collection. The Contractor must inform the State about the brand and accuracy of the testing kit utilized. The State must be notified if this testing kit or its accuracy changes. The Contractor is responsible for establishing and maintaining relationships with an appropriately certified or accredited laboratory or laboratories for processing all specimens collected at the testing Events. The Contractor will utilize in-state labs when possible, or when not possible, make all attempts to utilize laboratories to which specimens can expeditiously be transported after an Event and processed in a timely manner. Processing and results notification shall occur within the following timeframes:

- Results shall be available to Patients, their referring physicians (if applicable), and the State 90% of the time within an average of forty-eight (48) hours from the end of each Event day, defined as 9:00 PM Eastern Time, unless the Contractor provides documentation to the State of a change in the industry standard for lab processing times that is outside Contractor's control for the impacted period.
- Results shall be transmitted to the State's system when the Contractor receives the results. The State and the Contractor will determine if these are transmitted via an Application Programming Interface (API) or batch and if batch is selected, the interval for which batches will be sent.
- If any material delay is expected in delivery of specimens to a laboratory, processing, and/or reporting test results from any testing Event, the Contractor shall notify the State immediately.

The Contractor must be able to support up to 50 Events at one time throughout the State. Each Event must have one team (see Section 3. Staffing for more information on team requirements). Within two weeks' notice by the State, the Contractor shall have the capability to have two testing teams at each testing Event. Each team shall be able to complete 132 tests per team at an Event per 12-hour day. This capacity shall be increased if additional teams are added or requested at each Event; a two-team site shall complete 264 tests per team per 12-hour day. The Contractor's teams must have the flexibility to be stationary or travel (up to 150 miles) between different testing locations to maximize testing availability, at the direction of the State.

The testing Events consist of three (3) phases that need to be managed by the Contractor: pre-Event (Section 2.2), Event (Section 2.3), and post-Event (Section 2.4).

2.2 Pre-Event Phase

As soon as the State secures a testing location, the Contractor shall accept the request for an Event via the client portal, email, or by telephone from the State or the State's designee (e.g., a local health system). Once the Contractor receives a request, it must immediately plan the Event

and assign staff to manage the coordination details for the requested Event. The Contractor will coordinate with the local health officer from the relevant jurisdiction. Once the Event details as set forth below are confirmed, the Contractor must be able to hold the Event within 72 to 96 hours.

The Contractor shall work with the State to gather the following information for each Event:

- the Event location, including street address, building number, city, state, and ZIP Code;
- the start and end dates of the Event and start and end times for each Event day;
- the Event primary point of contact and their contact information (including office and mobile phone numbers);
- the confirmation of building maintenance and custodial services;
- the confirmation of set-up supplies and equipment;
- referring physician(s) information, if applicable (including contact information and local health facility affiliated with physician(s));
- the identification and registration of patients to receive services;
- the site layout, electrical needs, and internet connectivity; and
- any other necessary details.

For all Events, the Contractor must take precautions to limit transmission of germs and minimize chance of exposure/risk, including but not limited to exposure to COVID-19. This includes providing protection for Patients, Contractor staff, individuals at the Event location, or other persons reasonably expected to be in proximity to the Event. The Contractor shall implement movement controls and manage access and movement within the confines of the Event location.

The Contractor must ensure:

- the layout and flow for the Event allows 6-10 feet of social distancing for all Patients, as well as health care providers, staff, and any other personnel on-site (e.g., State staff);
- the entire facility is utilized for completion of the medical and administrative portions of the Event, as needed or directed by the State, if the Event is conducted indoors;
- social distancing and group requirements in accordance with the State, Centers for Disease Control and Prevention (CDC) and World Health Organization (WHO) guidelines are maintained;
- only a set number of Patients are allowed into the Event areas at one time with the use of staging, sizing, staggering, and focusing movements throughout the Event;
- daily cleaning occurs after the day's testing has concluded; and
- all Personal Protective Equipment (PPE), testing equipment, coolers and tests arrive at the site on-time and are available in sufficient quantities for staff to safely conduct specimen collection.
- Contractor will have a licensed healthcare professional of some type on site in case there is an emergency.

Once the Event is confirmed, the Contractor shall dedicate staff to generate an order that details the required staff for each site, including health care providers and administrative staff. The Contractor must have logistics and shipping capabilities to ensure all medical supplies, IT equipment, and administrative supplies (tents, tables, traffic cones, generators, signage, etc.) are prepared, packaged, and shipped to the testing Event sites. The Contractor is responsible for ensuring Event sites are appropriately furnished with technology to enable internal staff communication and communication with Patients, including cell phones, walkie-talkies, or megaphones.

The State may designate referring physicians to order tests for patients or the State may issue a standing order for testing to occur for all patients. If referring physicians are designated, the Contractor is responsible for communicating with the referring physician(s) with regards to identification and registration of patients for the Events. Referring physicians will authorize a Patient to be seen at an Event, which will generate a notification to the Patients for scheduling. The Contractor shall submit the process from referral through testing to the State for approval. If the State designates referring physicians initially, the State may remove the requirement for a physician's referral for testing at any time.

The Contractor is responsible for ensuring the appropriate equipment and supplies are requested and available at each testing site. As necessary, the Contractor shall be responsible for arranging travel to ensure designated staff can get to their respective sites on time.

The Contractor must ensure that all set-up is complete the day prior to the Event. This includes evaluating the accommodations and determining the Event set-up to account for best Event flow, privacy for providers and patients, and sound-level monitoring. Additionally, the Contractor must establish the best fit for the services being provided at the particular Event and set up tents, tables, chairs, privacy screens, signage, cell phones, megaphones, laptops, printers, and scanners, depending on the Event details.

2.2.1 Scheduling

Once the Event location, date, and times are established, the Contractor shall send a notification to each Patient or if referring physicians are used, the State's referring physician via email, text, or phone call advising them that they are able to schedule a time for their test. The notification shall direct Patients to create an account and log-in to a secure patient portal. The State and the Contractor will agree on the data elements to be collected in the Patient's account (e.g., demographic information, insurance information, etc.). The Contractor shall provide web-based and phone-based help desk support to assist Patients with account creation, scheduling, and all other Patient-facing functions in the portal. The Contractor must ensure this help desk support is available in TTY and accessible through translation services for Patients whose primary language is not English.

Once logged in, the Patient shall be presented with testing Events in their area. After selecting a preferred testing location, the Patient shall be able to choose a testing date and time based on open capacity. Capacity shall be predetermined for the Event based on the staffing model and calculated daily capacity (see Section 2.1). Upon selection of the date and time, the patient shall receive a confirmation of the scheduled testing appointment along with their unique Authorization ID to present at the test location. The Patient must have the option to opt-in to receive text message reminders and notification of results, and must also be able to opt-out at a later date if they no longer want to receive text messages.

The Patient shall also receive a testing appointment reminder via email, text, or phone call prior to their scheduled test date, advising that they can see full appointment details in the portal if needed.

For Patients with no internet access, the Contractor shall provide a toll-free number and designate staff who can collect demographic information, address, phone number, and email address, sex, race, ethnicity, contact method information, insurance information (if applicable), and register them for an appointment at an Event site. The Contractor must ensure this help desk support is available in TTY and accessible through translation services for Patients whose primary language is not English. The Contractor shall also develop a process for family members or authorized representatives to make an appointment for Patient and receive their results.

The Contractor shall register any Patients that walk-up to a testing site (a “walk-in”). If appointments are available at the testing site the same day, the walk-in shall be accommodated as long as the Patient meets the testing requirements. If a same day appointment is not available, the Contractor shall provide appointment assistance or make a referral to another testing site location that may have appointment availability. . The Contractor shall establish a process for Patients who arrive late to their appointments to accommodate the Patient’s need for testing.

2.3 Event Phase

During the Event, the Contractor must ensure its administrative staff and health care providers perform all specimen collection services required at each location. The Contractor must have a primary point of contact at each Event to establish communication with the Contractor’s team and the State, meet to address any concerns onsite, and manage the set-up process according to the Event plan. The Contractor and the State shall establish a process for immediately communicating urgent or emergent situations to the State 24/7.

The Contractor shall monitor the schedule, Event flow, and timeliness of the services to ensure all requested testing is completed at the Event. The Contractor must resolve any administrative

or other issues that may arise regarding staffing, equipment malfunctions, training questions, or clinical questions as soon as possible.

The Contractor shall ensure each testing site is configured to provide the maximum output of screenings while maintaining strict controls over protected health information (PHI), personally identifiable information (PII), infection control, and Patient and staff health and safety.

The Contractor's staff shall collect Patients' verification information and any additional information necessary to complete the laboratory requisition for their specimen upon arrival to the site. Contractor staff shall collect consent from the Patients and shall provide them with materials to educate them. Upon completion of the laboratory requisition, the Patient will proceed into the testing area where they shall be greeted by a member of the Contractor's team. The Contractor shall collect all specimens according to the test manufacturer's instructions and by personnel with the appropriate training, certification, and/or licensure. The Contractor shall establish policies and procedures for ensuring specimens are labeled or otherwise identified with the correct Patient's information, all necessary documentation is collected in the Contractor's system, and for staff to verify the identity of the person for whom a specimen is being collected matches the information on the specimen collection container.

Once the specimen is collected, the Contractor's staff shall release the Patient from the Event and then exit the testing location to store the collected specimen and replace their PPE based on encounter level. The clinician shall then collect the next Patient's specimen collection supplies and proceed to the testing location to conduct the next test.

The Contractor shall ensure all specimens collected at the site are stored securely at the site until transfer to the laboratory to maintain the integrity of the sample. The Contractor shall ensure all staff are instructed to use disposable wipes to routinely clean all frequently touched surfaces.

2.4 Post-Event Phase

The Contractor is responsible for transferring all collected specimens to the Contractor's designated laboratories immediately following the Event or several times throughout the day, as appropriate. The State agrees the Contractor may provide courier services throughout an Event day, as frequently as hourly, in order to ensure timely processing of specimens. Specimens shall be transferred in a way that maintains the integrity of the sample collected and protects all PII and PHI.

Each day, the Contractor's staff shall manage:

- specimen transfer to designated lab locations;
- daily specimen completion numbers;
- courier pick-up information;
- disinfecting;

- clean-up;
- daily staff departures; and
- all other duties to wind-down at testing site at the end of specimen collection.

The State will ensure that there is a deep cleaning of the site each evening. The Contractor must comply with all local, State, and federal laws for disposing of medical waste and biohazardous materials.

The Contractor shall manage communication with the State and distribution operation centers for additional supply requests as necessary.

2.4.1 Results Reporting

The data collected at the testing Events shall be automatically uploaded to the Contractor's system. The Contractor shall establish a process with each laboratory processing specimens for transmission of test results to the Contractor's system. Upon receipt of lab results by the Contractor, a Patient shall receive a notification via email, text, or phone call advising them that their results are available. The Contractor may notify a Patient of their results directly through text if the Patient opted-in to text message communication. For all negative results, patients shall be able to retrieve those results directly from a portal if they opted into the email or text notifications. The Patient may also have the option to opt-in to text messages for positive results. The Contractor's staff must call a Patient if they indicated they prefer a phone call and must have a number a Patient can use to return a missed phone call.

For positive results in which a Patient did not opt-in to text messaging, the Contractor must designate a clinician to call the Patient regarding the results and clinical care path as directed by the State. This information will then also be posted in a portal for the patient to retrieve and review for discussion with their primary health care provider. If directed by the State, the Contractor shall also provide test results to the referring physician, if applicable.

For any results in which the lab failed to correctly run the test or results are inconclusive, the Contractor must designate a staff person to call the Patient and reschedule the test.

All notifications shall be made according to local, State, and federal guidelines and statutes.

2.4.2 Data Transmission and Claims Billing

Additionally, all data collected and results received shall be sent to the State via a State-approved method including via an interface between the State laboratory information system and Contractor systems, as needed. All data sent via a data exchange to the State's system shall be provided in real time as updates are being confirmed unless the State opts to receive batch information using industry standard formats. The Contractor shall also provide secure access electronic documentation and reporting on an as-needed basis.

The Contractor shall bill Patient's insurance carriers for kit and testing costs, if applicable, prior to submitting a claim for reimbursement to the State. Contractor shall also have the ability to provide Patient insurance coverage and plan information directly to the State.

2.4.3 Event Conclusion

The Contractor shall manage supplies and equipment packaging, removal and return, and facility/site restoration when testing sites are closed. The Contractor shall be responsible for managing post-Event supplies processing and for equipment re-inventory.

3. Staffing and Training

The Contractor shall assign qualified and credentialed (where applicable) staff members to this project. Staff involved in the direct care of Patients shall have relevant and appropriate medical experience, licensure, and certifications. Staff operating vehicles shall be appropriately licensed.

The Contractor shall designate a qualified Program Manager to lead efforts. The Program Manager shall be the main point of contact for the State and shall provide oversight and direction on all activities to ensure compliance with all requirements stipulated in this Contract.

Additionally, each testing Event must have a team consisting of three members: one Event Oversight Administrator (EOA), one clinical staff member (i.e., Nurse Practitioner, Registered Nurse, Licensed Practical Nurse, Phlebotomist, Medical Assistant), and one administrative staff member.

The Contractor must designate additional staff members to fulfill all other services (e.g., shipping and logistics) required in this Contract.

The Contractor must ensure that, ahead of each testing Event, all staff undergo training that will include processes for collection/handling of specimens, rules for wearing personal protective equipment (PPE), donning and doffing PPE, and hand washing hygiene. The Contractor shall provide training updates, as needed, if information or procedures change.

The Contractor shall have policies in place detailing steps to ensure the Contractor's staff are free from exhibiting signs and symptoms of COVID-19 prior the individual's undertaking duties at any testing site as well as any steps to be taken if any member of the staff begins to exhibit signs and symptoms or tests positive for COVID-19.

4. Reporting

The Contractor shall provide the State will a daily report detailing the number of sites open that day, the number of teams at each site, the number of specimens collected at each site, the number and percentage of patients with negative results who reviewed their results on the portal, and any other details requested by the State. This report shall also include the number of appointments scheduled per site each day and the number of specimens collected each day.

This Contract includes OptumServe's Medical Intelligence Solution. The Contractor shall provide the State with daily reports that detail the number of COVID-19 tests, cases, and deaths. The Contractor must provide analytics on a statewide and county-level basis. The Contractor shall provide the State with a weekly report on results notification timeliness for test results provided within 48 hours and for test results provided after 48 hours from each Event.

In addition to the COVID-19 tracking measures, the Contractor shall provide the State with predictive models that incorporate county characteristics to identify high risk counties. The Contractor will work with the State to ensure these tracking measures and predictive models are modified to accommodate State needs.

The Contractor's solution shall be hosted on a Tableau server in a Microsoft Azure cloud server. The Contractor shall provide licenses for 50 Tableau users, server(s), and help desk support.

The Contractor shall enroll all of its staff into the Health Emergency Data Collection System (HEMDACS).

De-identified test data from the workers staffing collection sites shall be included in the above reporting at no cost.

5. Quality Assurance

The Contractor shall maintain International Organization for Standardization (ISO) 9001:2015 certification to ensure best business practices for quality assurance. To achieve the highest quality at all levels of the programs, the Contractor shall place the utmost importance on meeting customer expectations and meeting required acceptable performance levels. Quality shall be integrated throughout the program to most effectively achieve desired results. The Contractor's quality control and quality assurance procedures must ensure continuous management of, and compliance with, customer performance requirements.

The Contractor shall have a continuous improvement system that applies to all regulatory standards referenced within contractual standards and to all processes for the delivery of services. To ensure processes are effective, standardized documents shall outline the criteria and methods used by employees.

6. Invoicing

The Contractor shall be compensated as set forth in Exhibit 2. The Contractor shall invoice the State monthly using the State approved claims form and with any supporting details requested by the State.

The Contractor shall provide any State requested documentation, in the format requested by the State, necessary for the State to receive partial or full FEMA reimbursement for the activities taking place under this Contract.

7. Corrective Action

If the State reasonably determines that the Contractor is not performing to the satisfaction of the State, the Contractor shall submit, within five (5) business days of State's request, a Corrective Action Plan (CAP). The nature of the corrective action(s) outlined in the CAP will depend upon the nature, severity, and duration of the deficiency and repeated nature. Severity shall be determined by the State, in its sole discretion.

At a minimum, the CAP shall address the causes of the deficiency, the impacts and the measures being taken and/or recommended to remedy the deficiency, and whether the solution is permanent or temporary. It must also include a schedule showing when the deficiency will be remedied, and when the permanent solution will be implemented, if appropriate. The State shall have the right to approve any CAP and make reasonable requests for changes and enhancements thereto prior to Contractor's enactment of the measures memorialized in the CAP.

Exhibit 2

Pricing and Payment Terms

Summary

The Not-to-Exceed for the first month assumes approximately 20 one-team sites for the first 5 testing days, and 50 one-team sites for the next 15 testing days.

CONTRACT Not-to-Exceed - Initial Term Only	\$	17,936,797.67
Optional, Month 2 Not-to-Exceed if 1 Team per site	\$	21,016,214.17
Optional, Month 2 Not-to-Exceed if 2 Teams per site	\$	41,285,324.17

The Contractor will invoice the State on a monthly basis using the terms below.

Cost Detail

Start-up Cost Estimates

The costs below are estimates. The Contractor will invoice the State for the costs on a pass-through based on actual costs for each Location. If the Contractor expects the actual cost will be more than the estimated costs below, the Contractor will notify the State prior to incurring the cost.

Item	Estimated Per-Location Cost	Estimated Total for 50 Locations
Estimated one-time location costs	\$ 764.00	\$ 38,200.00
Estimated one-time signage costs	\$ 531.00	\$ 26,550.00
Total Start-Up Cost Ceiling (Initial Term Only)	\$	\$ 64,750.00

Specimen Collection

The "estimated per specimen cost" will be invoiced on a passthrough basis based on the actual costs per test. If the Contractor expects the actual cost will be more than the estimated costs below, the Contractor will notify the State prior to incurring the cost. As written in Section 2.4.2 of the Scope of Work, the Contractor shall bill the Patient's insurance carriers for kits and testing costs, if applicable, prior to submitting a claim for reimbursement to the State.

For each specimen collection, the Contractor may invoice the "per test technology access fee."

Item	Amount
Estimated per specimen cost: testing kit, lab test, and claims processing	\$ 120.10
Per test technology access fee	\$ 1.00
Collection Cost Per Specimen	\$ 121.10
# of Specimens in Week 1	13,200
# of Specimens in Weeks 2-4	99,000
Total # of Specimens Initial Term	112,200
Total # of Specimens Month 2	132,000
Total Specimen Collection Cost For Initial Term	\$ 13,587,420.00
Total Specimen Collection Cost For Month 2 (1 Team per Site)	\$ 15,985,200.00
Total Specimen Collection Cost For Month 2 (2 Teams per Site)	\$ 31,970,400.00

Specimen Collection Labor

The Contractor may invoice the "Total Fee Per Site, Per Day" according to the number of days a site is open and the number of teams at the site each day it is open.

Item	One Team at Site	Two Teams at Site
Daily collection team	\$ 3,823.00	\$ 7,100.00
Daily call center for non-internet patient handling	\$ 625.00	\$ 1,250.00
Daily program management	\$ 146.00	\$ 146.00
Total Fee Per Site, Per Day	\$ 4,594.00	\$ 8,496.00
Total Specimen Collection Labor Cost for Initial Term	\$ 3,904,900.00	N/A
Total Specimen Collection Labor Cost for Month 2	\$ 4,594,000.00	\$ 8,496,000.00

Event Supplies

The Contractor may invoice the State for the following supplies on a passthrough basis per Event depending on the number of Teams at the Event. If the Contractor expects the actual cost will be more than the estimated costs below, the Contractor will notify the State prior to incurring the cost.

Item	Estimated Cost: One Team at Site	Estimated Cost: Two Teams at Site
Per day Supplies: ODC, PPE, and shipping	\$ 195.00	\$ 390.00
Per day Additional Courier Charges (If Needed)	\$ 186.91	\$ 373.82
Total Event Supplies Cost Ceiling Per Initial Term	\$ 324,623.50	N/A
Total Event Supplies Cost Ceiling Per Month 2	\$ 381,910.00	\$ 763,820.00

IT Costs

The Contractor will invoice an hourly rate for IT consulting as listed in the below table.

Item	Monthly Ceiling	Hourly Rate
OSC consulting: surveillance model creation and maintenance to provide users with a dynamic interface to understand testing data. Includes training and help desk support for State staff.	\$ 17,604.17	\$ 212.75
Monthly report generation, data analysis, and consulting: incorporation of additional data sources and customization for the State.	\$ 37,500.00	\$ 250.00
Total IT Cost Ceiling per Month	\$ 55,104.17	N/A

Travel: The Contractor may invoice for State-approved travel as defined in Clause 12 of the Terms and Conditions.

Key Assumptions:

Item	Assumption
# of Sites - Start-up Period (Week 1)	20
# of Sites - Full Operations (Week 2 and Beyond)	50
# of Days in Initial Term for Start-up Period Week 1 (20 Sites)	5
# of Days in Initial Term for Full-Operations Period Week 2 and Beyond (50 Sites)	15
# of Days in Month 2 for Full-Operations Period Week 2 and Beyond (50 Sites)	20
# of Specimens per Day per Site (1 Team)	132