

**QUANTITY PURCHASE AGREEMENT FOR MANAGED SERVICES PROVIDER
(MSP)
Contract #000000000000000000058993**

This Contract ("Contract"), entered into by and between Indiana Department of Administration (the "State") and COMPUTER AID, INC. (the "Contractor"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

WHEREAS, the State issued RFP # 21-67147 (the "RFP") for a Managed Services Provider; and

WHEREAS, the Contractor was the successful respondent in connection with the RFP, and has the necessary knowledge and expertise to provide the services requested in the RFP;

NOW THEREFORE, subject to the terms and conditions set forth below, the parties agree as follows:

1. Duties of Contractor. The Contractor shall operate as the managed services provider (MSP) to provide and manage services necessary to administer a network of temporary resource and IT consulting service providers across the Information Technology (IT), administrative/clerical, and medical work categories. This includes the provision of staff augmentation, the Selected Resource Program (SRP), IT consulting services, which include IT projects and Independent Verification and Validation (IV&V) of State project work, by the MSP and network of vendors for the State of Indiana and Other Governmental Bodies consistent with the RFP proposal and Contractor's best and final offer, which are incorporated by reference.

Contract administrative and implementation requirements are set forth in **Exhibit A**. Service Level Agreements are set forth in **Exhibit B**. Performance Metrics are set forth in **Exhibit C**. Entities to which the Contractor will make the Products and Services available are set forth on **Exhibit D**. Subcontractor Listing is set forth in **Exhibit F**. IOT Cloud Terms are set forth in **Exhibit G**. Background Checks and Partner/Subcontractor policy is set forth in **Exhibit H**. The Exhibits are attached and incorporated fully into this Contract.

2. Consideration. Pricing and associated terms and conditions are set forth in **Exhibit E**, attached and incorporated fully.

3. Term. This Contract shall be effective for a period of four (4) years from the date of final State signature by the Office of the Attorney General. There may be two (2) one (1) year renewals for a total of six (6) years at the State's option.

4. Access to Records. The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract, and for three (3) years from the date of final payment under this Contract, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.

5. Assignment; Successors.

A. The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that the Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

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

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

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

The State considers the Contractor to be a "Contractor" under 2 C.F.R. 200.330 for purposes of this Contract. However, if it is determined that the Contractor is a "subrecipient" and if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements), Contractor shall arrange for a financial and compliance audit, which complies with 2 C.F.R. 200.500 *et seq.*

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

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

10. Compliance with Laws.

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

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

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

delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.

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

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

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

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

H. As required by IC § 5-22-3-7:

1. The Contractor and any principals of the Contractor certify that:
 - (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of:
 - i. IC §24-4.7 [Telephone Solicitation Of Consumers];
 - ii. IC §24-5-12 [Telephone Solicitations]; or
 - iii. IC §24-5-14 [Regulation of Automatic Dialing Machines]; in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and
 - (B) the Contractor will not violate the terms of IC § 24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.
2. The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor, except for de minimis and nonsystematic violations,
 - (A) has not violated the terms of IC § 24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
 - (B) will not violate the terms of IC § 24-4.7 for the duration of the Contract, even if IC §24-4.7 is preempted by federal law.

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

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

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

13. Continuity of Services.

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

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

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

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

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

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

14. Debarment and Suspension.

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

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

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

16. Disputes.

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

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

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

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

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

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

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

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

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

B. Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will: (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;

E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and

F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

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

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

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

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

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

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

20. Force Majeure. In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not

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

21. Funding Cancellation. As required by Financial Management Circular 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.

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

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

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

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

26. Indiana Veteran Owned Small Business Enterprise Compliance. Award of this Contract was based, in part, on the Indiana Veteran Owned Small Business Enterprise ("IVOSB") participation plan, as detailed in the IVOSB Subcontractor Commitment Form, commonly referred to as "Attachment A-1" in the procurement documentation and incorporated by reference herein. Therefore, any changes to this information during the Contract term must be approved by IDOA's Division of Supplier Diversity and may require an amendment. It is the State's expectation that the Contractor will meet the subcontractor commitments during the Contract term. The certified IVOSB subcontractor(s) participating in this Contract are listed in **Exhibit F**.

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

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

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

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

28. Insurance.

A. The Contractor and its subcontractors (if any) shall secure and keep in force during the term of this Contract the following insurance coverages (if applicable) covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from Contractor's performance under this Contract:

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

The Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative a certificate of insurance prior to the commencement of this Contract and proof of workers' compensation coverage meeting all statutory requirements of IC § 22-3-2. In addition, proof of an "all states endorsement" covering claims

occurring outside the State is required if any of the services provided under this Contract involve work outside of Indiana.

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

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

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

29. Key Person(s).

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

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

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

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

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

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

32. Minority and Women's Business Enterprises Compliance.

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

The Division of Supplier Diversity certified MBE and/or WBE subcontractors participating in this Contract are listed in **Exhibit F**.

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

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

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

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

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

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

A. Notices to the State shall be sent to:
Indiana Department of Administration, Procurement Division
ATTN: Mark Hempel
402 W Washington W-468
Indianapolis, IN 46204
E-mail: mhempel@idoa.in.gov

B. Notices to the Contractor shall be sent to:
Contract Administrator
Computer Aid, Inc.
1390 Ridgeview Drive
Allentown, PA 18104
Email: ContractManagement@cai.io

With copies to:
Gregg M. Feinberg, Esq.
Feinberg Law Office
1390 Ridgeview Drive, Suite 301
Allentown, PA 18104
Email: gregg@feinberglaw.com

Computer Aid, Inc.
ATTN: Linda Leiby
1390 Ridgeview Dr
Allentown, PA 18104
E-mail: linda.leiby@cai.io

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

35. Order of Precedence; Incorporation by Reference. Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) this Contract, (2) attachments prepared by the State, (3) RFP # 21-67147, (4) Contractor's response to RFP # 21-67147, and (5) attachments prepared by the Contractor. All attachments, and all documents referred to in this paragraph, are hereby incorporated fully by reference.

36. Ownership of Documents and Materials.

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

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

37. Payments.

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

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

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

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

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

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

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

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

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

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

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

paragraph, the parties stipulate and agree that IDOA shall be deemed to be a party to this Contract with authority to terminate the same for convenience when such termination is determined by the Commissioner of IDOA to be in the best interests of the State.

46. Termination for Default.

A. With the provision of thirty (30) days' notice to the Contractor, the State may terminate this Contract in whole or in part if the Contractor fails to:

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

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

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

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

47. Travel. No expenses for travel will be reimbursed unless specifically authorized by this Contract. Permitted expenses will be reimbursed at the rate paid by the State and in accordance with the 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.

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

49. Work Standards. The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the State may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request.

50. State Boilerplate Affirmation Clause. I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained in the 2021 OAG/ IDOA *Professional Services Contract Manual* or the 2021 *SCM Template*) in any way except as follows:

26. Indiana Veteran Owned Small Business Enterprise Compliance. – Modified
29. Key Person(s) - Modified

- 32. Minority and Women's Business Enterprises Compliance. - Modified
- 34. Notice to Parties – Modified
- 35. Order of Precedence; Incorporation by Reference - Modified

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Non-Collusion and Acceptance

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

Agreement to Use Electronic Signatures

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

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

COMPUTER AID, INC.

By: *Abraham Hunter*
2822B073E271448...

Title: EVP

Date: 12/9/2021 | 13:33 EST

Indiana Department of Administration

By: *Megan Lawson*
E3398618C429457...

Title: Director of Vendor Management

Date: 12/10/2021 | 07:34 EST

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

EXHIBIT A
Implementation and Administration

1. Account Management

Account Management Structure

The Contractor's dedicated account management team as proposed in RFP 21-67147 shall remain in place throughout the full contract term. The Contractor shall notify the State within 48 hours of notification of any staffing changes from proposed staffing as listed below. The State shall be provided the opportunity to approve or deny any new proposed personnel. The Contractor shall have a back-up plan in place at all times for all account management-related personnel and services. The Contractor shall communicate and maintain an up-to-date back-up plan for all account management team members.

Pursuant to implementation finalization, the State and the Contractor shall formalize the Account Management and Customer Service expectations in a subsequent Amendment to this contract. This shall include but is not limited to, customer service hours and access, problem resolution process, and disaster recovery process.

2. Administration of Provider Network

- A. The Contractor shall administer a provider network and associated process from need identification by the State, resource recruitment, screening, and selection, placement and onboarding, and resource and State hiring manager support throughout the engagement.
- B. The Contractor will invite the State's recommended providers into the MSP network during implementation as well as other providers as needed to meet the State's needs throughout the life of the contract. All providers in the network are subject to the terms and conditions of the resulting contract with the MSP.
- C. Contractor shall disclose any and all financial interests with any of the network providers and the State reserves the right to include or exclude their participation in MSP's total participation.
- D. Adding or removing providers into or out of the network shall not require an amendment to the contract, nor will it require additional documentation or signatures from the State. All IV&V providers, however, must be jointly approved by IDOA and IOT.
- E. The State requires at least one provider in the MSP network that serves as the sourcing and resource development partner for the IT State Earn and Learn (SEAL) program managed through IOT.

F. Resource Selection

1. Selected Resource Program

(A.) The SRP is comprised of temporary staffing resources who are recruited, screened, and selected by the State. The State determines the Resource Pay Rate. SRP resources shall be employees of the Contractor. Contractor shall be responsible for background checks, placement, and onboarding, along with resource and State Hiring Manager support throughout the engagement.

(B.) SRP resources are Contractor employees, therefore there is no opportunity for provider network utilization and Supplier Diversity subcontractor participation

2. Staff Augmentation

(A.) The Contractor shall provide quality candidate recruiting, screening, and matching in order to improve the interview and selection process conducted by hiring managers.

(B.) Contractor is expected to notify the State as soon as a resource is not available and to immediately escalate situations where requested position(s) are difficult to fill.

(C.) The Contractor shall limit utilization of their own resources for Staff Augmentation to 10% across all work categories. The SRP is exempt from this requirement.

3. IT consulting services and IV&V of State Project Work

The Contractor shall administer a vendor network and competitive process for project fulfillment. The competitive project fulfillment process includes (but is not limited to):

- Needs identification by the State (currently a form which includes project overview, scope of work and deliverables, desired pricing model, proposal expectations, proposal instructions, format requirements, milestone dates and criteria for selection)
- Informing vendors in the network of the project opportunity
- Aggregating vendor questions and publishing State responses
- Collecting and screening proposals for minimum project requirements
- Preparing resulting Work Order for project execution based on State's selection
- Project team onboarding
- Project team and State support through the engagement

Pursuant to implementation finalization, the State and the Contractor shall formalize the Administration of the Provider Network expectations in a subsequent Amendment to this contract.

3. Vendor Management System (VMS) Requirements & End-User Experience

At minimum, the VMS functionality shall include State approval of resource hours, reimbursable expenses, and deliverables prior to invoice submission.

The State requires Contractor to provide technical and functional assistance for all VMS related issues. Contractor is required to notify the State of all planned VMS maintenance, upgrades, and enhancements.

Pursuant to implementation finalization, the State and the Contractor shall formalize the VMS expectations in a subsequent Amendment to this contract.

4. Communication and Marketing

The Contractor shall supply drafts, samples and proofs for approval **prior to** printing/issuance/release. The quality output shall be within the standards of the State of Indiana. The Contractor shall prepare marketing programs and materials at no cost to the State.

Pursuant to implementation finalization, the State and the Contractor shall formalize the communication and marketing expectations in a subsequent Amendment to this contract.

5. Invoicing and Billing

The State requires all approvals to be completed in the VMS prior to invoice submission. This includes (but is not limited to) approval of time sheets, hours, deliverables, and expenses to be reimbursed.

Invoices must be submitted by and payment made to Contractor. The State shall not accept invoices from providers in the network. The State shall not make payment directly to providers in the network.

Invoices must be submitted to (and payment remitted from) individual agency and departments as determined during contract implementation. The State shall not accept a central bill process.

At a minimum, Contractor's invoice frequency shall be monthly. The State desires flexibility with increased invoice frequency (biweekly, weekly) as requested by individual agencies or departments.

Pursuant to implementation finalization, the State and Contractor will formalize the invoice format and process in a subsequent Amendment to this contract.

6. Implementation, Transition & Training

The State and the Contractor will collaborate to determine implementation steps. The Contractor will submit a detailed contract implementation and transition plan. The transition plans shall include (at minimum) milestones, estimated timelines, an overview of implementation team members and their responsibilities, and a clearly defined transition process from the transition team to the account management team.

7. Metrics and Reporting

Pursuant to implementation finalization, the State and the Contractor shall formalize the reporting expectations in a subsequent Amendment to this contract. This shall include but not be limited to Quarterly Business Reviews (QBR).

EXHIBIT B**SERVICE LEVEL AGREEMENTS**

The MSP will be allowed a ninety (90) day grace period during the implementation phase of the contract to ramp up services. Tracking of each below service level agreement will begin as of 4/1/2022.

	SLA	Service Level Agreement Description	Minimum SLA
1	Requisition Confirmation Response Time	Measures average response time from receipt of request to confirmation of request receipt. Calculated by dividing the number of requisitions which received confirmation within 4 hours by the total number of requisitions.	4 business hours 92% or more
2	Resume Submittal Response Time	Measures average response time from receipt of request to delivery of first candidate's resume. Calculated by dividing the number of requisitions which received first batch of resumes for review within 4 business days by the total number of requisitions.	4 business days 92% or more
3	Normal Fill Rate	Measures the Contractor's ability to satisfactorily fill requisitions. Indicates how many requisitions are open. Calculated by dividing the total number of filled positions at month's end by the total number of requisitions over the past month.	92% or more
4	Urgent Flagged Submittal Response Time	Measures average response time from receipt of URGENT request to delivery of first candidate's resume. Calculated by dividing the number of URGENT requisitions that received first batch of resumes for review within 24 hours by the total number of URGENT requisitions.	24 hours 92% or more
5	Urgent Fill Rate	Measures the Contractor's ability to satisfactorily fill URGENT requisitions. Indicates how many requisitions are open. Calculated by dividing the total number of filled positions at month's end by the total number of URGENT requisitions over the past month.	92% or more
6	Attrition Rate	Measures resource turnover. Calculated by dividing the number of resources that have left during the report period by the average number of available resources during that same report period.	8% or less
7	Performance Removal	Measures resource turnover due to inadequate resource performance. Calculated by dividing the number of turnovers (due to inadequate performance) by the total number of resources.	5% or less

8	Customer Service Survey Results	Monthly survey of the satisfaction of the Hiring Manger. Survey will highlight positive and negative points about the Hiring Manager's experience in order to identify areas for improvement. Results of surveys will be compiled for State review every reporting period.	
9	Usage of Network	<p>Measure of how many subcontractor resources are selected by the State.</p> <p>Calculated by dividing the number of subcontractor resources selected within period by the total number of resources.</p>	90% or more
10	VMS Uptime	<p>Measures the reliability of the VMS as a function of time the VMS is working and available.</p> <p>Calculated by dividing the amount of time (in minutes) the system is down by the amount of time (in minutes) the system is being monitored.</p>	99.9% or more

EXHIBIT C

KEY PERFORMANCE INDICATORS

Pursuant to implementation finalization, The State and Contractor shall formalize the Performance Metrics in a subsequent Amendment to this contract.

EXHIBIT D

ELIGIBLE ENTITIES to UTILIZE THE CONTRACT

1. State Agency As defined in IC 4-13-1, "state agency" means an authority, board, branch, commission, committee, department, division, or other instrumentality of the executive, including the administrative, department of state government.
2. Other Governmental Entities:
Contractor shall extend the pricing and services under this Contract to all other governmental entities within the State of Indiana ("Governmental Entities").

Other Governmental Entities are defined as: An agency, board, a branch, a bureau, a commission, a council, a department, an institution, an office, or another establishment of any of the following:

- (1) The judicial branch
- (2) The legislative branch
- (3) A political subdivision (includes towns, cities, local governments, etc.
- (4) A State educational institution.

As multiple state agencies and governmental bodies will utilize this contract, Contractor shall be capable of meeting the needs of custom programs as defined by the State throughout the term of the contract. Specific Scope(s) of Work, shall be included in Exhibit D.

Pursuant to implementation finalization, the State and the Contractor shall formalize the Entities Eligible to Utilize the Contract expectations in a subsequent Amendment to this contract.

Participation of this contract by the other governmental bodies is not mandatory .

The State is not responsible for the transactions between the Respondent and these entities. All other governmental bodies using State contracts and QPAs are expected to follow the contractual terms and conditions specified in those agreements and within local purchasing requirements.

**Exhibit D-1
Department of Revenue
Service Level Agreement**

This Service Level Agreement (SLA) defines the requirements for the Contractor to provide the levels of services that must be met in order to act as the Managed Service Provider for temporary administrative personnel for the Indiana Department of Revenue (DOR).

Pursuant to implementation finalization, the State and the Contractor shall formalize the DOR expectations in a subsequent Amendment to this contract.

This SLA is presented in the following sections:

3. Definitions
4. Locations of Resource Engagement
5. Background Checks – Security Badges
6. Minimum Benefits
7. On-Site Manager
8. Training-Orientation
9. Pay Status
10. Time Sheet Procedures-Invoices
11. Resource Advancement Procedures
12. Reports
13. Termination Procedures

Each section provides the following:

- **Description of the section support function**
- **Roles and responsibilities of the Contractor**
- **Roles and responsibilities of the DOR**

1. Definitions

A. Long Term Temporary Resource

The Long-Term Temporary Resource is a resource that is in work status for DOR each month during a twelve (12) month period.

B. Short Term Temporary Resource

The Short-Term Temporary Resource is a resource that is in work status for DOR less than six (6) months with no expectation of full-time employment.

C. Short Term Temporary Recall Resource

The Short-Term Temporary Recall Resource is a resource that is in work status for DOR less than six (6) months but returns within twelve (12) months to work for DOR.

D. Temporary to Hire Resource

The Temporary to Hire Resource is a resource that is in work status for DOR for up to six (6) months culminating with full time employment with DOR

E. Vendor Hourly Bill Rate

The Vendor Hourly Bill Rate is the rate which is paid to the Vendor for each position specified in the DOR Specific Rate Card-Position Schedule attached to this SLA.

F. Hourly Pay Rate

The Vendor Hourly Pay Rate is the rate which is paid to the Resource and does not include any Vendor markup or rate differentials as specified in the DOR Specific Rate Card-Position Schedule attached to this SLA.

G. Vendor Hourly Payroll Rate

The Vendor Hourly Payroll Rate is the rate which is paid to the Resource and includes a reduced mark-up rate as specified in the Professional Services Contract for Managed Service Providers Services, Section 17., Employment Option

2. Locations of Resource Employment

The following DOR locations will have temporary administrative resources employed for DOR:

Returns Processing Center (RPC)
5150 Decatur Blvd
Indianapolis IN 46241
317-615-2518

Motor Carrier Services Division (MCSD)
5252 Decatur Blvd Suite R
Indianapolis IN 46241

Indiana Government Center (JGC)
100 N Senate Ave
Indianapolis IN 46204

DOR Bloomington District Office
410 Landmark Ave
Bloomington IN 47403
812-339-1119

DOR Clarksville District Office
1446 Hom St
Clarksville IN 47129
812-282-7729

DOR Columbus District Office
3136 N National Rd
Suite H
Columbus IN 47201
812-376-3049

DOR Evansville District Office
Goodwill Building
Suite 202
500 S Green River Rd
Evansville IN 47715
812-479-9261

DOR Fort Wayne District Office
1415 Magnavox Way
Suite 100
Fort Wayne IN 46804
260-436-5663

DOR Kokomo District Office
117 E Superior St
Kokomo IN 46901
765-457-0525

DOR Lafayette District Office
100 Executive Dr
Suite B
Lafayette IN 47905
765-448-6626

DOR Merrillville District Office
8368 Louisiana Ave
Suite A
Merrillville IN 46410
219- 769-4267

DOR Muncie District Office
3640 N Briarwood Lane
Suite 5
Muncie IN 47304
765-289-6196

DOR South Bend District Office
1025 Widener Lane Suite B
South Bend IN 46614
574-291-8270

DOR Terre Haute District Office
30 N 8th St
3rd Floor
Terre Haute IN 47807
812-235-6046

3. **Background Checks-Security Badges**

All Resources must pass the following:

- A. background checks,
- B. pre-screening requirements,
- C. tax clearances as specified by DOR.

Any Resource that does not pass all these requirements will not be accepted by DOR for employment.

1. **Background Checks** are to include the following:
 - (A). Seven (7) years of Employment and Indiana residency verification, if applicable
 - (B). Seven (7) years of Educational verification, if applicable to job description posting.
 - (C). Indiana driver license verification-must have a "Valid" status
 - (D). Seven (7) years of National criminal history checks
 - (E). Seven (7) years of Sex Offender Registry check
 - (F). If the resource will be using the Bureau of Motor Vehicles (BMV) STARS system, the resource must have a national fingerprint check.

DOR is to be notified of any negative history and will determine if the resource will pass or fail the background check. This notification is to be directed to the Human Resource (HR) Director or his designee. The HR director, or his designee, will notify the Contractor as soon as possible of DOR's decision.

If DOR notifies the Contractor that a resource has failed the background check and/or the tax clearance check, the Contractor will immediately offer at least two more resources for consideration.

2. Pre-Screening Requirements

Data Input Operator Resources must be tested and meet the keystroke requirement stated in the job description. All pre-screening requirements for each position are to be tested prior to being offered as a resource.

3. Security Badges

- (A). Security badges are required to be worn by resources when on DOR properties. Procedures for issuing and assuring that security badges are returned upon termination of employment must be established.
- (B). Security badges are produced at a cost to each resource. Each security badge fee collected from the resource by the Contractor will be refunded to the resource upon termination of employment if the security badge is returned to the Contractor. Only one security badge fee will be refunded to the resource upon termination.
- (C). The Contractor will collect all security badge fees paid by Long Term Temporary Resources to the previous State QPA Vendors.
- (D). Upon termination of a resource and return of the security badge to the Contractor, the Contractor will refund the resource the security badge fee.
- (E). If a security badge becomes disabled, the first badge is replaced at no cost to the resource. If more than one security badge is replaced for the resource, the resource will pay an additional security badge fee for each new security badge.
- (F). If a resource loses a security badge, the resource is required to pay an additional security badge fee for the replacement security badge.
 - i. RPC Building Procedures
Security badges will be produced for each resource on the first day of employment with DOR at the RPC or MCSD. The cost of the security badge will be deducted from the resource's first paycheck.
 - ii. JGC Building Procedures
The resource will complete the necessary paperwork and be accompanied to the proper location in the JGC complex to obtain the required security badge. The cost of the security badge will be deducted from the resource's first paycheck.
 - iii. District Office Locations
The district offices do not require security badges at this time.

4. Tax Clearances

The DOR will confirm that the resource is current in paying the previous seven (7) years of Indiana state taxes.

If a resource fails to pass the tax clearance, the resource is rejected from consideration for employment with DOR.

DOR may conduct annual tax clearances on all Short-Term Temporary Recall resources and Long-Term Temporary resources.

Contractor's Responsibilities

- (A). The background checks and pre-screening requirements will be completed after the resource has been accepted by DOR and will be performed at no cost to DOR.
- (B). The Contractor will ensure that all background checks and pre-screening tests are completed prior to the resource commencing work at DOR.
- (C). The Contractor will obtain a completed Release of Information form from each resource. The Release of Information form must be submitted to DOR for the purpose of the tax clearance checks.
- (D). DOR is to be notified of any negative history and will determine if the resource will pass or fail the background check. This notification is to be directed to the Human Resource (HR) Director or his designee.
- (E). All background checks, pre-screening tests and Release of Information forms will be maintained by the Contractor for a minimum of one (1) year after the resource in employed by DOR or until the resource is released from employment at DOR, whichever is longer. These documents are subject to audit by DOR.
- (F). The Contractor will be responsible for collecting the security badge fee from each resource upon employment with DOR.
- (G). The Contractor will be responsible for refunding the security badge fee to the resource, upon receipt of the security badge, at the time of termination of employment with DOR.

DOR Responsibilities

- (A). DOR will perform all tax clearances on each resource offered to DOR for employment after the resource has cleared all background checks and pre-screening requirements.
- (B). DOR will review all negative history from the background check and determine if the resource will pass or fail the background check.
- (C). DOR will notify the Contractor as soon as possible, that a resource has not passed the background check and/or the tax clearance requirement in order that additional resources can be offered.

4. **Minimum Benefits**

All temporary resources currently employed by DOR and transitioned to the Contractor, are to be provided the minimum benefits provided by the previous State QPA vendors.

5. **On-Site Manager Requirements**

An On-Site Manager will be provided by the Contractor for the DOR Returns Processing Center (PRC) located at 5150 Decatur Blvd., Indianapolis In. The On-Site Manager will act as a liaison between the resources, the Contractor and DOR personnel at the RPC location.

Contractor's Responsibilities

On-Site Manager Responsibilities:

- (A). The On-site Manager will be present at the RPC facility long enough to allow sufficient time to service both the DOR and the temporary resources. The On-site Manager must be present every day on Monday through Friday.

- (B). The On-site Manager will conduct all orientation and training sessions for all resources employed at the RPC and the MCSD.
- (C). The On-Site Manager will be available for resource questions, distribution of paychecks, dispute settlements, and termination procedures.
- (D). The On-site Manager will collect all paper time sheets and forward these time sheets to the appropriate Vendors for entry into the vendor management computer system for time keeping purposes.
- (E). A phone number is to be provided by the Contractor, so that at any time the On-Site Manager is not present at the RPC facility, the resource can discuss any concerns with the Contractor.

DOR Responsibilities

- (A). DOR - RPC will provide an area for the On-site Manager in which to work. This site will have internet and telephone access.
- (B). RPC will provide training packets for the resource orientation and training procedures that pertain to the RPC resources. MCSD will provide training packets for the resource orientation and training procedures that pertain to the MCSD resources.

6. Training and Orientation

Each resource that is placed with DOR is to receive training and orientation. The training and orientation sessions will be conducted in one of the following manners:

On-Site Training or Orientation

Sites are: Returns Processing Center and Indiana Government Center.

- (A). Resources working at the RPC will attend orientation and training sessions at the RPC facility.
- (B). Training for Data Input Operators only will be conducted at the RPC and will be conducted during the 8:00 AM to 4:30 PM shift for the first two (2) days of employment. DOR will conduct the two-day training. After training has been completed, the Data Input Operator resource will be moved to the designated shift for which the resource is to be placed.
- (C). Resources working at the Motor Carrier Services Division will attend training and orientation sessions at the RPC facility.
- (D). Resources working at the JGC will be informed of the location of their orientation and training sites.

Web Based Training and Orientation

For those resources located in the district offices, training and orientation will be provided via the Contractor's web-based application.

Contractor's Responsibilities

- (A). The Contractor will determine the DOR orientation and training requirements with the appropriate DOR personnel
- (B). The Contractor will validate, with the resource, that the resource pay is compliant with DOR pay rate guidelines.

- (C). Orientation and training outlines will be developed by the Contractor to ensure that all orientation and training requirements are met. The DOR orientation and training requirement outline will be presented to DOR for approval prior to implementation.
- (D). The Contractor will develop a Web based orientation-training program for DOR. The Web based training application will be presented to DOR for approval prior to implementation.
- (E). The Contractor will provide training for all DOR supervisors who will be supervising the Contractor's resources. This training will train the DOR supervisors on the use of the vendor management computer system that is used to enter and approve the resource's work hours each week.
- (G). This training must be available for on-site training at the RPC, IGCN and via the Web for all district office managers.
- (H). DOR requires verification that all resources sign the DOR Confidentiality Statement. A list of the resource's names is to be presented to DOR to confirm the resource has read and signed the DOR Confidentiality Statement. The DOR Confidentiality Statement will be maintained by the Contractor for one (1) year after the resource leaves DOR service.

DOR's Responsibilities

- (A). DOR RPC will provide the orientation material packets to the Contractor. These orientation materials will be used to conduct the orientation of all employees placed at the RPC. DOR Motor Carrier Services Division will provide the orientation material packets to the Contractor for those resources placed at the MCSD.
- (B). Orientation materials for resources located at the IGC and the district offices will be provided electronically by the DOR HR division.
- (C). If any materials contained in the orientation material packets change or become obsolete, DOR will ensure that revised or new materials are provided to the Contractor in a timely manner to ensure correct materials are provided to the temporary resources.
- (D). DOR will ensure that all DOR supervisors supervising the Contractor's resources will be available for training of the vendor management system for the approval of hours worked by each resource under their supervision.

7. Pay Status

The following resources will be paid at the following rates:

- A. Vendor Hourly Bill Rate
 - 1. Short Term Temporary Resource
 - 2. Temporary to Hire Resource
- B. Vendor Hourly Payroll Rate
 - 1. Long Term Temporary Resource
 - 2. Short Term Temporary Recall

If a resource is a "new hire", the resource will be paid at the Vendor Hourly Bill Rate for the first six (6) months of service and then transitioned to the Vendor Hourly Payroll Rate on the six-month anniversary date.

If a resource is a "new hire" and is "recruited" by DOR, the resource will be paid at the Vendor Hourly Payroll Rate

DOR has provided a list of positions and the minimum hourly pay rate for each position. This list is attached to the SLA as the DOR specific Rate Card Schedule.

DOR Rate Differentials

- A. DOR will pay rate differentials only after pre-approval from the DOR Chief Financial officer (CFO) or designee.
 - 1. Overtime Pay Premium Rate Differentials
Overtime Pay Premium Rate differential will be paid only after the Contractor has received a memorandum from the DOR CFO or designee stating the following:
 - (A). Resource's name, position title, vendor hourly pay rate, and DOR department code number.
 - (B). Inclusive dates and time period of over time shift.
 - (C). Number of hours approved for the resource to work overtime.
 - 2. Overtime Pay Premium rate is of 1.4 times the Vendor Hourly Pay Rate for all overtime work performed by the resource.
 - 3. Overtime pay premium rate differentials will only be paid if the resource has worked a minimum of forty (40) hours per week.
- B. Shift Pay Premium Rate Differentials
DOR will pay the shift pay premium rate differential fee for the evening or night shifts differentials only after pre-approval from the DOR Chief Financial officer (CFO) or designee.
- C. Holiday or Weekend Pay Premium Rate Differentials
DOR will not pay the holiday or weekend pay premium rate differential fee.

8. Time Sheet Procedures- Invoices

Time sheet procedures must be established to ensure that DOR resources who do not have computer access will have their payable hours recorded in a correct and timely manner to ensure timely payment.

- A. Resources located at the RPC do not have computer access, thus paper time sheets will be used to document their payable hours.
- B. Paper time sheets will be placed in appropriate departments within the RPC building. Each department will be identified by a unique department code number for reference purposes.
- C. Each DOR supervisor will ensure that each resource completes the daily time sheet information as instructed in the orientation training session.
- D. At the end of the work week, the DOR supervisor will review the paper time sheet and verify each resource's work record for the work week.
- E. After verification, the DOR supervisor will transmit the paper time sheet to the Contractor.
- F. The Contractor will enter the paper time sheet information in to the Contractor's vendor management computer system.
- G. The DOR supervisor will enter the vendor management computer system and verify all resource's work hours and the total number hours worked.

This verification of the vendor management computer information must be done prior to Tuesday at 4:00 PM. Any work hours not verified by this time, will not appear on the current weekly pay check, but will appear on the next week's pay check.

Contractor's Responsibilities

- A. The Contractor will provide access to the vendor management system (VMS) for all DOR supervisors.
- B. The Contractor will provide training in the use of the vendor management system (VMS) for all DOR supervisors.
- C. The Contractor will provide training in the use to the vendor management system (VMS) to all DOR resources who do have computer access.
- D. The Contractor will provide DOR with weekly invoices documenting the following:
 - 1.resource's name,
 - 2.resource's position title,
 - 3.resource's total work hours,
 - 4.resource's department code number,
 - 5.resource's DOR Supervisor's Name
- E. The Contractor will provide weekly payment invoices to DOR at:
Department of Revenue
Finance Division MS I 03
100 N Senate Ave IGCN 248
Indianapolis IN 46241
caltherr@dor.in.gov
317-232-2170
Fax: 317-233-8650

DOR's Responsibilities

- A.DOR will ensure that all DOR supervisors are available for vendor management computer system training at a pre-determined time.
- B.DOR will ensure that all resources who have computer access are available for vendor management computer system training at a pre-determined time.
- C.DOR will ensure that all supervisors verify all resources hours worked.

9. **Resource Advancement Procedures**

Under certain circumstances, DOR will want to advance or promote a resource from one position to another.

Data Input Operator Advancement/Demotion Procedure

Data input operators will be evaluated on a monthly basis and their production will be rated to determine if an advancement or reduction in pay is warranted per the DOR Specific Rate Card Schedule attached to this SLA.

DOR has two (2) methods of measuring the data input operator's production and the correctness of that production. The first measurement is the industry standard of the number of keystrokes per hour (KS). The second measurement is "forms per hour" (FPH) and has been developed specifically by and for DOR. The FPH measurement became effective January 1, 2010.

FPH is defined by the following formula:

$$\frac{\text{Number of Forms Keyed per Function-Standardized}}{\text{Divided by}} \\ \text{Number of Hours of Machine Time}$$

Functions are standardized by default data entry, data entry, rekeying, and W-2/Wh-3 forms.

Current Data Input Operators

The first of February, 2010 all current data input operators will be evaluated and their KS/FPH rate will be determined. At the end of February, 2010, all current data input operators will be evaluated; if their KS/FPH rate is below the minimum KS/FPH that corresponds to their Pay Rate, the resource will be demoted to the next pay rate category which corresponds to their KS/FPH rate.

If the FPH rate is above the maximum KS/FPH rate that corresponds to their Pay Rate, the resource will be promoted to the next pay rate category which corresponds to their KS/FPH rate.

New Data Input Operators

Newly hired data input operators will be allowed a thirty (30) day trial period during which time the KS/FPH rate for the resource will be established. At the end of the next calendar month, the KS/FPH rate will be evaluated and the resource can either be promoted or demoted per the guidelines noted above.

If a resource does not maintain the minimum KS/FPH production rate, the resource may be subject to dismissal.

Other Resource Positions

The advancement of other resource positions will be initiated by DOR in the form of a written Change Request which must be pre-approved by the DOR CFO and/or HR Director. The approved written Change Request will be forwarded to the Contractor for processing.

Contractor's Responsibilities

- A. Upon receipt of a written Change Request from DOR, the Contractor shall process a Change Request for the resource.
- B. The Change Request will become effective at the beginning of the next pay period or the effective date specified by DOR in the Change Request.
- C. The Contractor will acknowledge to DOR, by written communication, the following:
 - 1. the Change Request has been received and processed,
 - 2. state the effective date of the change will occur,
 - 3. state the resource's name, new position title, new vendor hourly pay rate, new vendor hourly bill rate, and the new DOR department code number.
- D. The Contractor will inform the resource vendor:
 - 1. of the advancement and the advancement effective date,
 - 2. the new hourly pay rate,
 - 3. the new position title,
 - 4. the name of the resource's new supervisor, if applicable.

DOR's Responsibilities

- A. DOR will provide a written Change Request to the Contractor.
- B. DOR will attach the CFO/HR Director's written approval of the advancement.
- C. The Change Request shall contain the following:
 - 1. the date the Change Order is to become effective,
 - 2. State the resource's name, current position title, current vendor hourly pay rate, current vendor hourly bill rate, and the current DOR department code number.
 - 3. State the resource's name, new position title, new vendor hourly pay rate, new vendor hourly bill rate, and the new DOR department code number.

10. Reports

DOR requires reports from the Contractor which document the expenses associated with temporary resource employment.

Reports are to document the following:

- A. resource's name
- B. resource's position title
- C. resource's department code number
- D. resource's hire date
- E. resource's supervisor name

The reports are to be developed in such a way as to enable DOR to request statistics within the following parameters on a cumulative weekly/monthly or annual basis:

- A. resource spend by position title
- B. resource spend by department code number
- C. resource spend by department supervisor's name
- D. resource hire date
- E. resource spend by total number of resources
- F. resource spend by Encompass fund, account, program, department code number
- G. resource spend by resource name
- H. resource spend by vendor hourly bill rate
- I. long term temporary resource positions
- J. short term temporary resource positions
- K. short term temporary recall resource positions
- L. temporary to hire resource positions

Contractor's Responsibilities

- A. The Contractor will develop the reports requested by DOR
- B. The Contractor will test and obtain DOR approval of all requested reports prior to implementation.
- C. The Contractor will make the reports available to DOR for review and/or print production upon request from DOR.
- D. The Contractor will develop additional reports for DOR upon request.
- E. The Contractor will provide training to DOR employees to enable the employees to access and produce the requested reports.

DOR's Responsibilities

- A. DOR will provide a DOR employee to work with the Contractor in the development, testing and production of all requested reports.
- B. DOR will determine the DOR employees who are to be trained in requesting reports and make these employees available for report training at a pre-determined time and place.

11. Termination Procedures

Termination of resources will occur during the contract period. DOR must have the capability of terminating a resource immediately or at a pre-determined future time. The following procedures have been established.

Immediate Termination

- A. DOR will contact and orally inform the On-site manager of the impending immediate termination of a resource.
- B. If the On-site manager is present at the RPC facility, the On-site manager will be present at and conduct the immediate termination meeting with the resource.
- C. If the On-site manager is not present at the DOR facility, the DOR Deputy Director and/or her designee will conduct the immediate termination meeting with the resource.
- D. DOR reserves the right to have the on-site security guard present at all termination meetings.
- E. After the immediate termination meeting has been conducted and the resource has been escorted off the DOR premises, the DOR supervisor will prepare the written Termination Request and forward it to the On-site manager.

Pre-Determined Future Time Termination

- A. Upon receipt of a written Termination Request from the DOR supervisor, the Contractor shall process the Termination Request immediately.
- B. The Termination Request will become effective on the date and time specified by the DOR supervisor in the Termination Request.
- C. The Contractor will ensure the On-site manager will be present at and will conduct the termination meeting with the resource

- D. The Contractor will acknowledge to the DOR supervisor, by written communication, as soon as possible, the following:
1. the Termination Request has been received,
 2. state the date and time of the termination meeting,
 3. contact the resource and inform the resource of the time and place of the termination meeting,
 4. contact the DOR supervisor and inform the DOR supervisor of the date, time, and place of the termination meeting,
 5. state the resource's name, position title, vendor hourly bill rate, the DOR department code number, and the effective date of the termination.

Contractor's Responsibilities

1. The Contractor will commence immediate action upon oral or written notification of a Termination Request.
2. The Contractor will conduct all termination meetings with the resource if present at the RPC when the termination meeting is to be held.
3. The Contractor will process the appropriate documents to terminate the resource on the effective date in the vendor management computer system.
4. The Contractor will obtain the security badge from the terminated resource and refund the security badge fee to the resource.

DOR's Responsibilities

1. DOR will provide an oral or written Termination Request to the Contractor.
2. The Termination Request shall contain the following:
 - a. state the resource's name, current position title, current vendor hourly bill rate, and the current DOR department code number.
 - b. state the effective date and time of the termination,
 - c. state the reason for termination.
3. The DOR supervisor, and any other DOR personnel deemed necessary, will be available and present at the termination meeting.

EXHIBIT E**Job Descriptions, Rate Card, & Pay Rate Methodologies**

Managed Service Provider fee to be paid to the Contractor shall not exceed the following:

Program Category	MSP Markup Fee (%)
Selected Resource Program	10%
IT Consulting Services	.45%
Independent Verification and Validation (IV&V)	.45%
Staff Augmentation	.45%

During contract finalization, Contractor shall follow the State's guidelines to identify all positions eligible for weekend, holiday, and overtime pay. After the State and the Contractor jointly identify these positions, the Contractor shall have a process in place to notify hiring managers when a resource is anticipated or planned to work and subsequently accrue weekend, holiday, and overtime hours and pay.

For Staff Augmentation, SRP, and custom programs the maximum bill rate must be inclusive of resource pay rate and benefits, provider mark up, and MSP fee.

A Selected Resource Program:

The SRP Mark Up Rate shall not exceed 10%. There must be no additional markup. The Supplier Diversity subcontractor commitment does not apply to the SRP.

For SRP, Contractor shall invoice the State a Bill Rate as defined in the formula below. Contractor shall apply the Mark Up Rate to Resource Pay Rate only. Contractor shall not apply the SRP Mark Up Rate to employee benefits or statutory costs. ("BR") Bill Rate

("RPR") Resource Pay Rate

("EBC") Employee Benefit Costs = Health, Dental, and Vision Insurance, and Health Savings Account (HSA) contributions paid by Contractor for resource benefits

("SC") Statutory Cost = FICA, Medicare, SUTA, FUTA, and Workers Compensation Insurance

("MUR") Mark Up Rate

HBR = Hourly Bill Rate

$$HBR = (RPR * MUR) + RPR + EBC + SC$$

B. IT Consulting Services and Independent Verification and Validation (IV&V)

Rates are established through a quote-based process and inclusive of all fees and costs, including provider mark up and MSP fee.

C. Staff Augmentation

The Contractor shall maintain uniform titles and descriptions for all positions listed as a result of RFP 21-67147. Contractor must adhere to the resulting salary ranges from RFP 21-67147.

Contractor must have a process in place to recommend new titles, descriptions, and salary range updates for the State's consideration. New titles, descriptions, and salary range updates will be incorporated into a master document, maintained by IDOA, and may not require contract amendment.

Position Title	Offered Min Hourly Pay Rate (\$)	Offered Max Hourly Pay Rate (\$)	BAFO Max Provider (Employer) Markup Rate Per Position (%)	BAFO MSP (Contractor) Fee For All Positions (%)	Max Hourly Billable Rate (\$)
				0.45%	
Account Clerk 2	\$ 18.34	\$ 21.13	26.00%	0.45%	\$ 26.72
Account Clerk 3	\$ 17.30	\$ 19.93	25.00%	0.45%	\$ 25.00
Account Clerk 4	\$ 16.23	\$ 18.68	32.00%	0.45%	\$ 24.74
Accountant 1	\$ 30.36	\$ 35.67	26.00%	0.45%	\$ 45.10
Accountant 2	\$ 29.25	\$ 34.29	25.00%	0.45%	\$ 43.02
Accountant 3	\$ 28.08	\$ 32.87	19.00%	0.45%	\$ 39.26
Accountant 4	\$ 26.88	\$ 31.40	16.00%	0.45%	\$ 36.57
Accountant 5	\$ 25.67	\$ 29.91	20.00%	0.45%	\$ 36.03
Administrative Assistant 1	\$ 20.45	\$ 24.43	29.00%	0.45%	\$ 31.62
Administrative Assistant 2	\$ 19.41	\$ 23.18	24.00%	0.45%	\$ 28.85
Administrative Assistant 3	\$ 18.26	\$ 21.82	28.00%	0.45%	\$ 28.03
Administrative Assistant 4	\$ 17.05	\$ 20.39	21.00%	0.45%	\$ 24.76
Administrative Assistant 5	\$ 15.81	\$ 18.90	22.00%	0.45%	\$ 23.14
Application Developer/Associate	\$ 28.85	\$ 33.75	27.00%	0.45%	\$ 43.01
Application Developer/Intermediate	\$ 31.00	\$ 36.33	31.00%	0.45%	\$ 47.76
Application Developer/Senior	\$ 34.56	\$ 40.60	30.00%	0.45%	\$ 52.96
Application Systems Analysis/Programming/Manager	\$ 31.25	\$ 36.63	28.00%	0.45%	\$ 47.05
Applications Systems Analyst/Programmer/Associate	\$ 28.66	\$ 33.52	20.00%	0.45%	\$ 40.37
Applications Systems Analyst/Programmer/Intermediate	\$ 30.40	\$ 35.62	21.00%	0.45%	\$ 43.26
Applications Systems Analyst/Programmer/Senior	\$ 33.63	\$ 39.48	16.00%	0.45%	\$ 45.97
Applications Systems Analyst/Programmer/Specialist	\$ 35.06	\$ 41.20	19.00%	0.45%	\$ 49.21
Attorney E7	\$ 42.37	\$ 52.03	16.00%	0.45%	\$ 60.59
Barber/Beautician	\$ 14.59	\$ 16.75	31.00%	0.45%	\$ 22.02
Behavioral Clinician 3	\$ 26.89	\$ 30.70	27.00%	0.45%	\$ 39.13
Business Analyst/Associate	\$ 29.49	\$ 34.52	19.00%	0.45%	\$ 41.23
Business Analyst/Intermediate	\$ 31.33	\$ 36.74	15.00%	0.45%	\$ 42.42
Business Analyst/Senior	\$ 34.68	\$ 40.75	21.00%	0.45%	\$ 49.49
Business Systems Consultant/Associate	\$ 20.29	\$ 30.17	20.00%	0.45%	\$ 36.34
Business Systems Consultant/Intermediate	\$ 21.95	\$ 36.73	16.00%	0.45%	\$ 42.77
Business Systems Consultant/Manager	\$ 29.44	\$ 58.92	35.00%	0.45%	\$ 79.81
Business Systems Consultant/Senior	\$ 24.87	\$ 43.20	35.00%	0.45%	\$ 58.51
Charge Nurse	\$ 31.88	\$ 36.69	31.00%	0.45%	\$ 48.23
Clerical Assistant 1	\$ 15.23	\$ 17.56	20.00%	0.45%	\$ 21.15
Clerical Assistant 2	\$ 14.17	\$ 16.30	21.00%	0.45%	\$ 19.80
Clinical Nurse Specialist	\$ 36.81	\$ 42.62	23.00%	0.45%	\$ 52.61
Communications Analyst/Associate	\$ 28.89	\$ 33.75	25.00%	0.45%	\$ 42.34
Communications Analyst/Senior	\$ 31.18	\$ 36.56	32.00%	0.45%	\$ 48.42
Computer Operator 3	\$ 20.25	\$ 22.85	28.00%	0.45%	\$ 29.35
CRM Administrator	\$ 29.91	\$ 50.73	35.00%	0.45%	\$ 68.71
CRM Architect	\$ 50.52	\$ 89.69	35.00%	0.45%	\$ 121.49
CRM Designer	\$ 36.57	\$ 59.03	35.00%	0.45%	\$ 79.96
CRM Developer	\$ 33.99	\$ 63.95	35.00%	0.45%	\$ 86.62

Position Title	Offered Min Hourly Pay Rate (\$)	Offered Max Hourly Pay Rate (\$)	BAFO Max Provider (Employer) Markup Rate Per Position (%)	BAFO MSP (Contractor) Fee For All Positions (%)	Max Hourly Billable Rate (\$)
Data Administrator	\$ 32.61	\$ 38.72	18.00%	0.45%	\$ 45.86
Data Architect	\$ 33.54	\$ 39.38	19.00%	0.45%	\$ 47.04
Data Scientist	\$ 36.43	\$ 43.35	35.00%	0.45%	\$ 58.72
Data Warehousing Administrator	\$ 29.95	\$ 35.49	23.00%	0.45%	\$ 43.81
Data Warehousing Analyst	\$ 28.88	\$ 34.18	26.00%	0.45%	\$ 43.22
Data Warehousing Programmer	\$ 31.52	\$ 37.40	24.00%	0.45%	\$ 46.54
Database Analyst/Associate	\$ 28.69	\$ 33.56	31.00%	0.45%	\$ 44.11
Database Analyst/Intermediate	\$ 30.96	\$ 36.29	25.00%	0.45%	\$ 45.53
Database Analyst/Senior	\$ 34.90	\$ 41.02	16.00%	0.45%	\$ 47.77
Database Manager/Administrator	\$ 34.85	\$ 41.43	35.00%	0.45%	\$ 56.12
Dental Assistant 4	\$ 16.53	\$ 19.04	30.00%	0.45%	\$ 24.84
Deputy/Assistant IT Director	\$ 57.07	\$ 73.90	35.00%	0.45%	\$ 100.10
Dietician 4	\$ 23.75	\$ 27.88	30.00%	0.45%	\$ 36.37
Epidemiologist E6	\$ 33.54	\$ 39.60	29.00%	0.45%	\$ 51.26
Field Auditor 3	\$ 22.57	\$ 26.14	26.00%	0.45%	\$ 33.05
Food Service Worker	\$ 12.50	\$ 14.12	26.00%	0.45%	\$ 17.85
Grant Coordinator 3	\$ 23.22	\$ 26.92	32.00%	0.45%	\$ 35.66
Grounds Foreman 2	\$ 23.47	\$ 27.20	27.00%	0.45%	\$ 34.67
Health Information Admin 5	\$ 14.04	\$ 25.14	30.00%	0.45%	\$ 32.80
Help Desk Coordinator/Associate	\$ 19.61	\$ 22.79	31.00%	0.45%	\$ 29.96
Help Desk Coordinator/Intermediate	\$ 20.85	\$ 24.31	28.00%	0.45%	\$ 31.23
Help Desk Coordinator/Senior	\$ 21.88	\$ 25.59	31.00%	0.45%	\$ 33.64
Help Desk Manager	\$ 32.05	\$ 37.60	30.00%	0.45%	\$ 49.05
Information Security Analyst	\$ 26.65	\$ 42.70	35.00%	0.45%	\$ 57.84
Information Security Analyst/Senior	\$ 29.76	\$ 48.88	35.00%	0.45%	\$ 66.21
Information Security Manager	\$ 42.52	\$ 58.74	35.00%	0.45%	\$ 79.56
Information Systems Auditor/Associate	\$ 26.92	\$ 31.79	31.00%	0.45%	\$ 41.79
Information Systems Auditor/Intermediate	\$ 28.75	\$ 34.02	23.00%	0.45%	\$ 42.00
Information Systems Auditor/Senior	\$ 32.09	\$ 38.09	29.00%	0.45%	\$ 49.31
Information Technology Director	\$ 61.02	\$ 81.49	35.00%	0.45%	\$ 110.38
Inventory Administrator 6	\$ 23.92	\$ 27.78	32.00%	0.45%	\$ 36.79
Laboratory Technician 2	\$ 21.43	\$ 24.74	28.00%	0.45%	\$ 31.78
Laborer 3	\$ 14.22	\$ 16.34	24.00%	0.45%	\$ 20.34
LAN Administration/Manager	\$ 30.06	\$ 35.61	28.00%	0.45%	\$ 45.74
LAN Administrator/Associate	\$ 26.29	\$ 31.02	21.00%	0.45%	\$ 37.67
LAN Administrator/Intermediate	\$ 28.25	\$ 33.41	19.00%	0.45%	\$ 39.91
LAN Administrator/Senior	\$ 31.65	\$ 37.55	28.00%	0.45%	\$ 48.23
Laundry Assistant 3	\$ 12.50	\$ 14.32	26.00%	0.45%	\$ 18.11
Legal Assistant 5	\$ 21.47	\$ 25.08	25.00%	0.45%	\$ 31.46
Licensed Practical Nurse	\$ 21.51	\$ 24.96	27.00%	0.45%	\$ 31.81
Maintenance Supervisor 3	\$ 28.27	\$ 33.03	28.00%	0.45%	\$ 42.43
Network Engineer/Associate	\$ 29.81	\$ 35.31	24.00%	0.45%	\$ 43.94
Network Engineer/Intermediate	\$ 32.06	\$ 38.05	23.00%	0.45%	\$ 46.97
Network Engineer/Senior	\$ 36.11	\$ 42.96	35.00%	0.45%	\$ 58.19
Nurse 4	\$ 27.69	\$ 31.67	20.00%	0.45%	\$ 38.15
Nurse Consultant	\$ 34.63	\$ 40.00	27.00%	0.45%	\$ 50.98
Nurse Practitioner	\$ 43.12	\$ 50.35	30.00%	0.45%	\$ 65.68
Occupational Therapist 3	\$ 32.60	\$ 38.50	25.00%	0.45%	\$ 48.30
Oracle Financials	\$ 41.77	\$ 49.23	32.00%	0.45%	\$ 65.21

Position Title	Offered Min Hourly Pay Rate (\$)	Offered Max Hourly Pay Rate (\$)	BAFO Max Provider (Employer) Markup Rate Per Position (%)	BAFO MSP (Contractor) Fee For All Positions (%)	Max Hourly Billable Rate (\$)
Peoplesoft Functional Analyst	\$ 27.88	\$ 32.63	21.00%	0.45%	\$ 39.63
Pharmacist 3	\$ 47.58	\$ 55.23	26.00%	0.45%	\$ 69.84
Pharmacy Technician	\$ 15.40	\$ 17.99	30.00%	0.45%	\$ 23.47
Plant Foreman 1	\$ 27.05	\$ 31.52	25.00%	0.45%	\$ 39.54
Project Manager/Associate	\$ 32.26	\$ 39.57	24.00%	0.45%	\$ 49.24
Project Manager/Intermediate	\$ 37.53	\$ 46.32	35.00%	0.45%	\$ 62.74
Project Manager/Senior	\$ 41.67	\$ 51.51	35.00%	0.45%	\$ 69.77
Project Manager/Specialist	\$ 43.41	\$ 53.67	16.00%	0.45%	\$ 62.50
Public Health Investigator 2	\$ 24.05	\$ 28.27	27.00%	0.45%	\$ 36.03
Purchasing Administrator 2	\$ 26.41	\$ 31.16	28.00%	0.45%	\$ 40.03
Quality Assurance Analyst	\$ 25.34	\$ 29.52	17.00%	0.45%	\$ 34.67
Quality Assurance Analyst/Senior	\$ 27.33	\$ 31.92	21.00%	0.45%	\$ 38.77
Quality Assurance Manager	\$ 38.78	\$ 46.65	29.00%	0.45%	\$ 60.39
Sharepoint Developer	\$ 31.39	\$ 36.81	21.00%	0.45%	\$ 44.71
Software Architect/Senior	\$ 50.16	\$ 83.21	35.00%	0.45%	\$ 112.71
Stores Clerk 2	\$ 21.44	\$ 24.74	25.00%	0.45%	\$ 31.04
Systems Administrator/Associate	\$ 28.26	\$ 33.42	27.00%	0.45%	\$ 42.59
Systems Administrator/Intermediate	\$ 30.07	\$ 35.62	21.00%	0.45%	\$ 43.26
Systems Administrator/Senior	\$ 33.41	\$ 39.69	17.00%	0.45%	\$ 46.62
Systems Architect	\$ 34.03	\$ 39.97	35.00%	0.45%	\$ 54.14
Systems Architect/Specialist	\$ 38.27	\$ 45.05	35.00%	0.45%	\$ 61.02
Tax Analyst 4	\$ 21.66	\$ 25.04	29.00%	0.45%	\$ 32.41
Tax Analyst Sup 5	\$ 23.18	\$ 26.88	15.00%	0.45%	\$ 31.03
Tax Analyst Sup 6	\$ 25.79	\$ 30.06	17.00%	0.45%	\$ 35.31
Technical Writer	\$ 26.08	\$ 29.79	24.00%	0.45%	\$ 37.07
Technical Writer/Senior	\$ 28.15	\$ 32.25	23.00%	0.45%	\$ 39.81
Warehouse Foreman 1	\$ 24.50	\$ 28.43	28.00%	0.45%	\$ 36.52

EXHIBIT F**SUBCONTRACTOR LISTING**

Pursuant to implementation finalization, the State and the Contractor shall formalize the Subcontractor lists.

Minority Certified Subcontractors:

Company Name	Committed Percentage	Phone	Contact Person Email	Service/Product	Estimated Date of Use
Comcentia, LLC	2.5	414-871-1100, ext. 102	DOjelabi@comcentia.com	This firm will provide IT Staff Augmentation, Administrative/Clerical Staff Augmentation, and IT Project Consulting resources required by those participating in this contract.	1/1/22-12/31/26
Data X Ops	2.5	765-409-6432	asharma@dataxops.com	This firm will provide IT Staff Augmentation, Administrative/Clerical Staff Augmentation, and IT Project Consulting resources required by those participating in this contract.	1/1/22-12/31/26
eSense Incorporated	2.5	317-490-2570	Sanjay.vaze@esense-inc.com	This firm will provide IT Staff Augmentation, Administrative/Clerical Staff Augmentation, Medical Staff Augmentation, IV&V, and IT Project Consulting resources required by those participating in this contract.	1/1/22-12/31/26
geoConvergence, LLC	2.5	812-219-7524	prem@39dn.com	This firm will provide IT Staff Augmentation and IT Project Consulting resources required by those participating in this contract.	1/1/22-12/31/26
Information Systems Consultants, Inc	2.5	317-525-8380	brownt@isciconsult.com	This firm will provide IT Staff Augmentation, Administrative/Clerical Staff Augmentation, Medical Staff Augmentation, and IT Project Consulting resources required by those participating in this contract.	1/1/22-12/31/26
Kaannan & Associates, LLC	2.5	317-777-9648	Aubrey.annan@kaannan.com	This firm will provide IT Staff Augmentation and IT Project Consulting resources required by those participating in this contract.	1/1/22-12/31/26
O'Neil Staffing Solutions, LLC	2.5	317-974-9569	rware@onielstaffingsolutions.com	This firm will provide IT Staff Augmentation, Administrative/Clerical Staff Augmentation, Medical Staff Augmentation, IV&V, IT Project Consulting, and SEAL Program Participant resources required by those participating in this contract.	1/1/22-12/31/26
Revere Consulting Co., Inc	2.5	708-753-7960	cea@revereconsulting.net	This firm will provide IT Staff Augmentation, Administrative/Clerical Staff Augmentation, IV&V, IT Project Consulting, and SEAL Program Participation resources required by those participating in this contract.	1/1/22-12/31/26
Seven Seas Technologies, Inc (S2Tech)	2.5	636-333-9197	mattm@s2tech.com	This firm will provide IT Staff Augmentation, Medical Staff Augmentation, and IT Project Consulting resources required by those participating in this contract.	1/1/22-12/31/26
Source Tek	2.5	317-809-4379	rhamilton@sourcetekinc.com	This firm will provide IT Staff Augmentation, Administrative/Clerical Staff Augmentation, Medical Staff Augmentation, IT Project Consulting, and SEAL Program Participation resources required by those participating in this contract.	1/1/22-12/31/26

Women Certified Subcontractors:

Company Name	Committed Percentage	Phone	Contact Person Email	Service/Product; Estimated Date of Use	Estimated Date of Use
Beryllus Consulting & Staffing	3.57	317-514-0857	tsouthern@beryllus.net	This firm will provide IT Staff Augmentation, Administrative/ Clerical Staff Augmentation, and IT Project Consulting resources required by those participating in this contract.	1/1/22-12/31/26
GS1 Consulting, Inc	3.57	574-315-6988	tmcclane@gs1consulting.com	This firm will provide IT Staff Augmentation, Administrative/Clerical Staff Augmentation, and IT Project Consulting resources required by those participating in this contract.	1/1/22-12/31/26
IT Resource Solutions.net, Inc.	3.57	631-941-2622	kromaszka@it-rs.net	This firm will provide IT Staff Augmentation, and Administrative/Clerical Staff Augmentation resources required by those participating in this contract.	1/1/22-12/31/26
Phelco Technologies, Inc	3.57	317 898-0334	tasha@phelco.com	This firm will provide Information Technology Staff Augmentation, Administrative/Clerical Staff - Augmentation, IV&V Services, and IT Project Consulting resources required by those participating in this contract.	1/1/22-12/31/26
Sahasra Technologies Corp (STLogics)	3.57	317-863-6387	ferozs@stlogics.com	This firm will provide IT Staff Augmentation, Administrative/Clerical Staff Augmentation, Medical Staff Augmentation, and IT Project Consulting resources required by those participating in this contract.	1/1/22-12/31/26
#1 Strategic Solutions	3.57	317-750-2693	susan@strategicsolutionsusa.com	This firm will provide IT Staff Augmentation, Administrative/Clerical Staff Augmentation, and IT Project Consulting resources required by those participating in this contract.	1/1/22-12/31/26
Tanzymore Consulting Group, LLC	3.57	630-336-3251	dionne@tanzymoreconsultinggroup.com	This firm will provide IT Project Consulting resources required by those participating in this contract.	1/1/22-12/31/26

Indiana Veteran Owned Small Business Certified Subcontractors:

Company Name	Committed Percentage	Phone	Contact Person Email	Service/Product; Estimated Date of Use	Estimated Date of Use
Bingle Research Group, Inc	2.33	317-927-7004	fbingle@binglegr.com	This firm will provide IV&V Services resources required by those participating in this contract.	1/1/22-12/31/26
Indy Data Partners, Inc	2.33	317-713-4040	Angie.gleim@indydatapartners.com	This firm will provide IT Staff Augmentation and IT Project Consulting resources required by those participating in this contract.	1/1/22-12/31/26
Professional Management Enterprises, Inc (PME)	2.33	317-541-0200	dportee@pme-indy.com	This firm will provide IT Staff Augmentation, Administrative/Clerical Staff Augmentation, Medical Staff Augmentation, IV&V, and IT Project Consulting resources required by those participating in this contract.	1/1/22-12/31/26

EXHIBIT G
IOT CLOUD TERMS

Associated Terms and Conditions

- Exhibit G-1: Software as a Service (SaaS) Engagements
- Exhibit G-2: Platform as a Service (PaaS) Engagements
- Exhibit G-3: Infrastructure as a Service (IaaS) Engagements

The Contractor's IOT cloud questionnaire is hereby included by reference to RFP 21-67147.

EXHIBIT G-1
State of Indiana Additional Terms and Conditions
Software as a Service (SaaS) Engagements

**Exhibit G-1 to the Contract between the State acting through Indiana Department of
Administration and the Contractor.**

DEFINITIONS

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

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

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

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

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

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

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

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

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

TERMS

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

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

2. **Data Protection:** Protection of personal privacy and Data shall be an integral part of the business activities of the contractor to ensure there is no inappropriate or unauthorized use of Data at any time. To this end, the contractor shall safeguard the confidentiality, integrity, and availability of Data and shall comply with the following conditions:
 - a. The contractor shall implement and maintain appropriate administrative, technical, and organizational security measures to safeguard against unauthorized access disclosure, or theft of Data. Contractor shall implement and maintain heightened security measures with respect to Encrypted Data. Such security measures shall be in accordance with Indiana Office of Technology practice and recognized industry practice, including but not limited to the following:
 1. Information Security Framework; and
 2. Indiana Office of Technology Cloud Product and Service Agreements, Standard ID: IOT-CS-SEC-010.
 - b. All Encrypted Data shall be subject to controlled access. Any stipulation of responsibilities shall be included in the Statement of Work and will identify specific roles and responsibilities.
 - c. The contractor shall encrypt all Data at rest and in transit. The State may, in the Statement of Work, identify Data it deems as that which may be publicly disclosed that is not subject to encryption. Data so designated may be maintained without encryption at rest and in transit. The level of protection and encryption for all Encrypted Data shall meet or exceed that required in the Information Security Framework.
 - d. At no time shall any Data or processes — that either belong to or are intended for the use of State — be copied, disclosed, or retained by the contractor or any party related to the contractor for subsequent use in any transaction that does not include the State.
 - e. The contractor shall not use any information collected in connection with the Services for any purpose other than fulfilling its obligations under the contract.
3. **Data Location:** Storage of Data at rest shall be located solely in data centers in the United States and the contractor shall provide its Services to the State and its end users solely from locations in the United States. The contractor shall not store Data on portable devices, including personal laptop and desktop computers. The contractor shall access Data remotely only as required to provide technical support. The contractor shall provide technical user support on a 24/7 basis unless specified otherwise in the Service Level Agreement.

4. Notice Regarding Security Incident or Data Breach:

- a. Incident Response: contractor may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries, and seeking external expertise as mutually agreed upon, defined by law, or contained in the contract. Discussing Security Incidents and Data Breaches with the State must be handled on an urgent basis, as part of contractor's communication and mitigation processes as mutually agreed upon in the Service Level Agreement, contained in the contract, and in accordance with IC 4-1-11 and IC 24-4.9 as they may apply.
- b. Security Incident Reporting Requirements: The contractor shall report a Security Incident to the State-identified contact(s) as soon as possible by telephone and email, but in no case later than two (2) days after the Security Incident occurs. Notice requirements may be clarified in the Service Level Agreement and shall be construed in accordance with IC 4-1-11 and IC 24-4.9 as they may apply.
- c. Data Breach Reporting Requirements: If a Data Breach occurs, the contractor shall do the following in accordance with IC 4-1-11 and IC 24-4.9 as they may apply: (1) as soon as possible notify the State-identified contact(s) by telephone and email, but in no case later than two (2) days after the Data Breach occurs unless a shorter notice period is required by applicable law; and (2) take commercially-reasonable measures to address the Data Breach in a timely manner. Notice requirements may be clarified in the Service Level Agreement. If the Data involved in the Data Breach involves protected health information, personally identifying information, social security numbers, or otherwise confidential information, other sections of this contract may apply. The requirements discussed in those sections must be met in addition to the requirements of this section.

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

- a. The contractor shall: (1) cooperate with the State as reasonably requested by the State to investigate and resolve the Data Breach; (2) promptly implement necessary remedial measures, if necessary; and (3) document and provide to the State responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the Services, if necessary.
- b. Unless stipulated otherwise in the Statement of Work, if a Data Breach is a result of the the contractor's breach of its contractual obligation to encrypt Data or otherwise prevent its release as reasonably determined by the State, the contractor shall bear the costs associated with: (1) the investigation and resolution of the Data Breach; (2) notifications to individuals, regulators, or others required by federal and/or state law, or as otherwise agreed to in the Statement of Work; (3) a credit monitoring service required by federal and/or state law, or as otherwise agreed to in the Statement of Work; (4) a website or a toll-free number and call center for affected individuals required by federal and/or state law — all of which shall not amount to less than the average per-record per-person cost calculated for data breaches in the United States (in, for example, the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the Data Breach); and (5) complete all corrective actions as reasonably determined by contractor based on root cause and on advice received from the Indiana Office of Technology. If the Data involved in the Data Breach involves protected health information, personally identifying information, social security numbers, or otherwise confidential information, other sections of this contract

may apply. The requirements discussed in those sections must be met in addition to the requirements of this section.

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

7. Termination and Suspension of Service:

- a. In the event of a termination of the contract, the contractor shall implement an orderly return of Data in a mutually agreeable and readable format. The contractor shall provide to the State any information that may be required to determine relationships between data rows or columns. It shall do so at a time agreed to by the parties or shall allow the State to extract its Data. Upon confirmation from the State, the contractor shall securely dispose of the Data.
- b. During any period of Service suspension, the contractor shall not take any action that results in the erasure of Data or otherwise dispose of any of the Data.
- c. In the event of termination of any Services or contract in its entirety, the contractor shall not take any action that results in the erasure of Data until such time as the State provides notice to contractor of confirmation of successful transmission of all Data to the State or to the State's chosen vendor.

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

- d. Upon termination of the Services or the contract in its entirety, contractor shall, within 30 days of receipt of the State's notice given in 7(c) above, securely dispose of all Data in all of its forms, including but not limited to, CD/DVD, backup tape, and paper. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the State upon completion.
8. **Background Checks:** The contractor shall conduct a Federal Bureau of Investigation Identity History Summary Check for each employee involved in provision of Services: (1) upon commencement of the contract; (2) prior to hiring a new employee; and (3) for any employee upon the request of the State. The contractor shall not utilize any staff including subcontractors, to fulfill the obligations of the contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to one (1) year is an authorized penalty. The contractor shall promote and maintain an awareness of the importance of securing the State's information among the contractor's employees, subcontractors, and agents. If any individual providing Services under the contract is not acceptable to the State, in its sole opinion, as a result of the background or criminal history investigation, the State, in its sole option shall have the right to either: (1) request immediate replace

ment of the individual; or (2) immediately terminate the contract, related Statement of Work, and related Service Level Agreement.

9. **Access to Security Logs and Reports:** The contractor shall provide to the State reports on a schedule and in a format specified in the Service Level Agreement as agreed to by both the contractor and the State. Reports shall include latency statistics, user access, user access IP address, user access history, and security logs for all Data. The State's audit requirements shall, if applicable, be defined in the Statement of Work.
10. **Contract Audit:** The contractor shall allow the State to audit conformance to the contract terms. The State may perform this audit or contract with a third party at its discretion and at the State's expense.
11. **Data Center Audit:** The contractor shall perform an annual independent audit of its data center(s) where Data, State applications, or other State information is maintained. The contractor shall perform this independent audit at its expense and shall, upon completion, provide an unredacted version of the complete audit report to the State. (The contractor may redact its proprietary information from the unredacted version, however.) A Service Organization Control (SOC) 2 audit report or equivalent approved by the Indiana Office of Technology sets the minimum level of a third-party audit.

The State may perform an annual audit of contractor's data center(s) where Data, State applications, or other State information is maintained. The audit may take place onsite or remotely, at the State's discretion. The State shall provide to contractor thirty (30) days' advance notice prior to the audit. The contractor will make reasonable efforts to facilitate the audit and will make available to the State members of its staff during the audit. The State may contract with a third party to conduct the audit at its discretion and at the State's expense. If the contractor maintains Data, State applications, or other State information at multiple data centers, the State may perform an annual audit of each data center.

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

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

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

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

The parties agree that any documents provided to the State under this paragraph shall be deemed a trade secret of contractor and is deemed administrative or technical information that would

jeopardize a record keeping or security system, and shall be exempt from disclosure under the Indiana Access to Public Records Act, IC 5-14-3.

14. **Non-disclosure and Separation of Duties:** The contractor shall enforce role-based access control, separation of job duties, require commercially-reasonable nondisclosure agreements, and limit staff knowledge of Data to that which is absolutely necessary to perform job duties. The contract or shall annually provide to the State a list of individuals that have access to the Data and/or the ability to service the systems that maintain the Data.
15. **Import and Export of Data:** The State shall have the ability to import or export Data in piecemeal or in entirety at its discretion, with reasonable assistance provided by the contractor, at any time during the term of contract. This includes the ability for the State to import or export Data to/from other parties at the State's sole discretion. Contractor shall specify in the Statement of Work if the State is required to provide its' own tools for this purpose, including the optional purchase of contractor's tools if contractor's applications are not able to provide this functionality directly.
16. **Responsibilities and Uptime Guarantee:** The contractor shall be responsible for the acquisition and operation of all hardware, software, and network support related to the Services being provided. The technical and professional activities required for establishing, managing, and maintaining the environments are the responsibilities of the contractor. Subject to the Service Level Agreement, the Services shall be available to the State at all times. The contractor shall allow the State to access and use the Service to perform synthetic transaction performance testing.

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

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

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

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

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

19. **Compliance with Accessibility Standards:** The contractor shall comply with and adhere to Accessibility Standards of Section 508 Amendment to the Rehabilitation Act of 1973, or any other state laws or administrative regulations identified by the State.

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

EXHIBIT G-2
State of Indiana Additional Terms and Conditions
Platform as a Service (PaaS) Engagements

Exhibit G-2 to the Contract between the State acting through Indiana Department of Administration and the Contractor.

DEFINITIONS

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

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

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

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

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

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

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

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

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

TERMS

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

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

2. **Data Protection:** Protection of personal privacy and Data shall be an integral part of the business activities of the contractor to ensure there is no inappropriate or unauthorized use of Data at any time. To this end, the contractor shall safeguard the confidentiality, integrity, and availability of Data and shall comply with the following conditions:
 - a. The contractor shall implement and maintain appropriate administrative, technical, and organizational security measures to safeguard against unauthorized access, disclosure, or theft of Data. Contractor shall implement and maintain heightened security measures with respect to Encrypted Data. Such security measures shall be in accordance with Indiana Office of Technology practice and recognized industry practice, including but not limited to the following:
 1. Information Security Framework; and
 2. Indiana Office of Technology Cloud Product and Service Agreements, Standard ID: IOT-CS-SEC-010.
 - b. All Encrypted Data shall be subject to controlled access. Any stipulation of responsibilities shall be included in the Statement of Work and will identify specific roles and responsibilities.
 - c. The contractor shall encrypt all Data at rest and in transit. The State may, in the Statement of Work, identify Data it deems as that which may be publicly disclosed that is not subject to encryption. Data so designated may be maintained without encryption at rest and in transit. The level of protection and encryption for all Encrypted Data shall meet or exceed that required in the Information Security Framework.
 - d. At no time shall any Data or processes — that either belong to or are intended for the use of State — be copied, disclosed, or retained by the contractor or any party related to the contractor for subsequent use in any transaction that does not include the State.
 - e. The contractor shall not use any information collected in connection with the Services for any purpose other than fulfilling its obligations under the contract.
3. **Data Location:** Storage of Data at rest shall be located solely in data centers in the United States and the contractor shall provide its Services to the State and its end users solely from locations in the United States. The contractor shall not store Data on portable devices, including personal laptop and desktop computers. The contractor shall access Data remotely only as required to provide technical support. The contractor shall provide technical user support on a 24/7 basis unless specified otherwise in the Service Level Agreement.

4. **Notice Regarding Security Incident or Data Breach:**

- a. Incident Response: contractor may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries, and seeking external expertise as mutually agreed upon, defined by law, or contained in the contract. Discussing Security Incidents and Data Breaches with the State must be handled on an urgent basis, as part of contractor's communication and mitigation processes as mutually agreed upon in the Service Level Agreement, contained in the contract, and in accordance with IC 4-1-11 and IC 24-4.9 as they may apply.
 - b. Security Incident Reporting Requirements: The contractor shall report a Security Incident to the State-identified contact(s) as soon as possible by telephone and email, but in no case later than two (2) days after the Security Incident occurs. Notice requirements may be clarified in the Service Level Agreement and shall be construed in accordance with IC 4-1-11 and IC 24-4.9 as they may apply.
 - c. Data Breach Reporting Requirements: If a Data Breach occurs, the contractor shall do the following in accordance with IC 4-1-11 and IC 24-4.9 as they may apply: (1) as soon as possible notify the State-identified contact(s) by telephone and email, but in no case later than two (2) days after the Data Breach occurs unless a shorter notice period is required by applicable law; and (2) take commercially-reasonable measures to address the Data Breach in a timely manner. Notice requirements may be clarified in the Service Level Agreement. If the Data involved in the Data Breach involves protected health information, personally identifying information, social security numbers, or otherwise confidential information, other sections of this contract may apply. The requirements discussed in those sections must be met in addition to the requirements of this section.
5. **Responsibilities Regarding Data Breach:** This section applies when a Data Breach occurs with respect to Encrypted Data within the possession or control of the contractor.
- a. The contractor shall: (1) cooperate with the State as reasonably requested by the State to investigate and resolve the Data Breach; (2) promptly implement necessary remedial measures, if necessary; and (3) document and provide to the State responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the Services, if necessary.
 - b. Unless stipulated otherwise in the Statement of Work, if a Data Breach is a result of the contractor's breach of its contractual obligation to encrypt Data or otherwise prevent its release as reasonably determined by the State, the contractor shall bear the costs associated with: (1) the investigation and resolution of the Data Breach; (2) notifications to individuals, regulators, or others required by federal and/or state law, or as otherwise agreed to in the Statement of Work; (3) a credit monitoring service required by federal and/or state law, or as otherwise agreed to in the Statement of Work; (4) a website or a toll-free number and call center for affected individuals required by federal and/or state law — all of which shall not amount to less than the average per-record per-person cost calculated for data breaches in the United States (in, for example, the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the Data Breach); and (5) complete all corrective actions as reasonably determined by contractor based on root cause and on advice received from the Indiana Office of Technology. If the Data involved in the Data Breach involves protected health information, personally identifying information, social security numbers, or otherwise confidential information, other sections of this contract may apply. The requirements discussed in those sections must be met in addition to the requirements of this section.
6. **Notification of Legal Requests:** If the contractor is requested or required by deposition or written questions, interrogatories, requests for production of documents, subpoena, investigative demand or similar process to disclose any Data, the contractor will provide prompt written notice to the State and

will cooperate with the State's efforts to obtain an appropriate protective order or other reasonable assurance that such Data will be accorded confidential treatment that the State may deem necessary.

7. Termination and Suspension of Service:

- a. In the event of a termination of the contract, the contractor shall implement an orderly return of Data in a mutually agreeable and readable format. The contractor shall provide to the State any information that may be required to determine relationships between data rows or columns. It shall do so at a time agreed to by the parties or shall allow the State to extract its Data. Upon confirmation from the State, the contractor shall securely dispose of the Data.
- b. During any period of Service suspension, the contractor shall not take any action that results in the erasure of Data or otherwise dispose of any of the Data.
- c. In the event of termination of any Services or contract in its entirety, the contractor shall not take any action that results in the erasure of Data until such time as the State provides notice to contractor of confirmation of successful transmission of all Data to the State or to the State's chosen vendor.

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

- d. Upon termination of the Services or the contract in its entirety, contractor shall, within 30 days of receipt of the State's notice given in 7(c) above, securely dispose of all Data in all of its forms, including but not limited to, CD/DVD, backup tape, and paper. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the State upon completion.
- 8. Background Checks:** The contractor shall conduct a Federal Bureau of Investigation Identity History Summary Check for each employee involved in provision of Services: (1) upon commencement of the contract; (2) prior to hiring a new employee; and (3) for any employee upon the request of the State. The contractor shall not utilize any staff, including subcontractors, to fulfill the obligations of the contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to one (1) year is an authorized penalty. The contractor shall promote and maintain an awareness of the importance of securing the State's information among the contractor's employees, subcontractors, and agents. If any individual providing Services under the contract is not acceptable to the State, in its sole opinion, as a result of the background or criminal history investigation, the State, in its sole option shall have the right to either: (1) request immediate replacement of the individual; or (2) immediately terminate the contract, related Statement of Work, and related Service Level Agreement.
- 9. Access to Security Logs and Reports:** The contractor shall provide to the State reports on a schedule and in a format specified in the Service Level Agreement as agreed to by both the

contractor and the State. Reports shall include latency statistics, user access, user access IP address, user access history, and security logs for all Data. The State's audit requirements shall, if applicable, be defined in the Statement of Work.

10. **Contract Audit:** The contractor shall allow the State to audit conformance to the contract terms. The State may perform this audit or contract with a third party at its discretion and at the State's expense.
11. **Data Center Audit:** The contractor shall perform an annual independent audit of its data center(s) where Data, State applications, or other State information is maintained. The contractor shall perform this independent audit at its expense and shall, upon completion, provide an unredacted version of the complete audit report to the State. (The contractor may redact its proprietary information from the unredacted version, however.) A Service Organization Control (SOC) 2 audit report or equivalent approved by the Indiana Office of Technology sets the minimum level of a third-party audit.

The State may perform an annual audit of contractor's data center(s) where Data, State applications, or other State information is maintained. The audit may take place onsite or remotely, at the State's discretion. The State shall provide to contractor thirty (30) days' advance notice prior to the audit. The contractor will make reasonable efforts to facilitate the audit and will make available to the State members of its staff during the audit. The State may contract with a third party to conduct the audit at its discretion and at the State's expense. If the contractor maintains Data, State applications, or other State information at multiple data centers, the State may perform an annual audit of each data center.

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

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

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

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

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

14. **Non-disclosure and Separation of Duties:** The contractor shall enforce role-based access control, separation of job duties, require commercially-reasonable nondisclosure agreements, and limit staff knowledge of Data to that which is absolutely necessary to perform job duties. The contract

or shall annually provide to the State a list of individuals that have access to the Data and/or the ability to service the systems that maintain the Data.

15. **Import and Export of Data:** The State shall have the ability to import or export Data in piecemeal or in entirety at its discretion, with reasonable assistance provided by the contractor, at any time during the term of contract. This includes the ability for the State to import or export Data to/from other parties at the State's sole discretion. Contractor shall specify in the Statement of Work if the is required to provide its' own tools for this purpose, including the optional purchase of contractor's tools if contractor's applications are not able to provide this functionality directly.

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

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

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

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

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

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

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

EXHIBIT G-3

**State of Indiana Additional Terms and Conditions
Infrastructure as a Service (IaaS) Engagements**

Exhibit G-3 to the Contract between the State acting through Indiana Department of Administration and the Contractor.

DEFINITIONS

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

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

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

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

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

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

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

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

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

TERMS

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

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

2. **Data Protection:** Protection of personal privacy and Data shall be an integral part of the business activities of the contractor to ensure there is no inappropriate or unauthorized use of Data at any time. To this end, the contractor shall safeguard the confidentiality, integrity, and availability of Data and shall comply with the following conditions:
 - a. The contractor shall implement and maintain appropriate administrative, technical, and organizational security measures to safeguard against unauthorized access, disclosure, or theft of Data. Contractor shall implement and maintain heightened security measures with respect to Encrypted Data. Such security measures shall be in accordance with Indiana Office of Technology practice and recognized industry practice, including but not limited to the following:
 1. Information Security Framework; and
 2. Indiana Office of Technology Cloud Product and Service Agreements, Standard ID: IOT-CS-SEC-010.
 - b. All Encrypted Data shall be subject to controlled access. Any stipulation of responsibilities shall be included in the Statement of Work and will identify specific roles and responsibilities.
 - c. The contractor shall encrypt all Data at rest and in transit. The State may, in the Statement of Work, identify Data it deems as that which may be publicly disclosed that is not subject to encryption. Data so designated may be maintained without encryption at rest and in transit. The level of protection and encryption for all Encrypted Data shall meet or exceed that required in the Information Security Framework.
 - d. At no time shall any Data or processes — that either belong to or are intended for the use of State — be copied, disclosed, or retained by the contractor or any party related to the contractor for subsequent use in any transaction that does not include the State.
 - e. The contractor shall not use any information collected in connection with the Services for any purpose other than fulfilling its obligations under the contract.
3. **Data Location:** Storage of Data at rest shall be located solely in data centers in the United States and the contractor shall provide its Services to the State and its end users solely from locations in the United States. The contractor shall not store Data on portable devices, including personal laptop and desktop computers. The contractor shall access Data remotely only as required to provide technical support. The contractor shall provide technical user support on a 24/7 basis unless specified otherwise in the Service Level Agreement.

4. **Notice Regarding Security Incident or Data Breach:**

- a. Incident Response: contractor may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries, and seeking external expertise as mutually agreed upon, defined by law, or contained in the contract. Discussing Security Incidents and Data Breaches with the State must be handled on an urgent basis, as part of contractor's communication and mitigation processes as mutually agreed upon in the Service Level Agreement, contained in the contract, and in accordance with IC 4-1-11 and IC 24-4.9 as they may apply.
 - b. Security Incident Reporting Requirements: The contractor shall report a Security Incident to the State-identified contact(s) as soon as possible by telephone and email, but in no case later than two (2) days after the Security Incident occurs. Notice requirements may be clarified in the Service Level Agreement and shall be construed in accordance with IC 4-1-11 and IC 24-4.9 as they may apply.
 - c. Data Breach Reporting Requirements: If a Data Breach occurs, the contractor shall do the following in accordance with IC 4-1-11 and IC 24-4.9 as they may apply: (1) as soon as possible notify the State-identified contact(s) by telephone and email, but in no case later than two (2) days after the Data Breach occurs unless a shorter notice period is required by applicable law; and (2) take commercially-reasonable measures to address the Data Breach in a timely manner. Notice requirements may be clarified in the Service Level Agreement. If the Data involved in the Data Breach involves protected health information, personally identifying information, social security numbers, or otherwise confidential information, other sections of this contract may apply. The requirements discussed in those sections must be met in addition to the requirements of this section.
5. **Responsibilities Regarding Data Breach:** This section applies when a Data Breach occurs with respect to Encrypted Data within the possession or control of the contractor.
- a. The contractor shall: (1) cooperate with the State as reasonably requested by the State to investigate and resolve the Data Breach; (2) promptly implement necessary remedial measures, if necessary; and (3) document and provide to the State responsive actions taken related to the Data Breach, including any post-incident review of events and actions taken to make changes in business practices in providing the Services, if necessary.
 - b. Unless stipulated otherwise in the Statement of Work, if a Data Breach is a result of the contractor's breach of its contractual obligation to encrypt Data or otherwise prevent its release as reasonably determined by the State, the contractor shall bear the costs associated with: (1) the investigation and resolution of the Data Breach; (2) notifications to individuals, regulators, or others required by federal and/or state law, or as otherwise agreed to in the Statement of Work; (3) a credit monitoring service required by federal and/or state law, or as otherwise agreed to in the Statement of Work; (4) a website or a toll-free number and call center for affected individuals required by federal and/or state law — all of which shall not amount to less than the average per-record per-person cost calculated for data breaches in the United States (in, for example, the most recent Cost of Data Breach Study: Global Analysis published by the Ponemon Institute at the time of the Data Breach); and (5) complete all corrective actions as reasonably determined by contractor based on root cause and on advice received from the Indiana Office of Technology. If the Data involved in the Data Breach involves protected health information, personally identifying information, social security numbers, or otherwise confidential information, other sections of this contract may apply. The requirements discussed in those sections must be met in addition to the requirements of this section.
6. **Notification of Legal Requests:** If the contractor is requested or required by deposition or written questions, interrogatories, requests for production of documents, subpoena, investigative demand or similar process to disclose any Data, the contractor will provide prompt written notice to the State and

will cooperate with the State's efforts to obtain an appropriate protective order or other reasonable assurance that such Data will be accorded confidential treatment that the State may deem necessary.

7. Termination and Suspension of Service:

- a. In the event of a termination of the contract, the contractor shall implement an orderly return of Data in a mutually agreeable and readable format. The contractor shall provide to the State any information that may be required to determine relationships between data rows or columns. It shall do so at a time agreed to by the parties or shall allow the State to extract its Data. Upon confirmation from the State, the contractor shall securely dispose of the Data.
- b. During any period of Service suspension, the contractor shall not take any action that results in the erasure of Data or otherwise dispose of any of the Data.
- c. In the event of termination of any Services or contract in its entirety, the contractor shall not take any action that results in the erasure of Data until such time as the State provides notice to contractor of confirmation of successful transmission of all Data to the State or to the State's chosen vendor.

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

- d. Upon termination of the Services or the contract in its entirety, contractor shall, within 30 days of receipt of the State's notice given in 7(c) above, securely dispose of all Data in all of its forms, including but not limited to, CD/DVD, backup tape, and paper. Data shall be permanently deleted and shall not be recoverable, according to National Institute of Standards and Technology (NIST)-approved methods. Certificates of destruction shall be provided to the State upon completion.
8. **Background Checks:** The contractor shall conduct a Federal Bureau of Investigation Identity History Summary Check for each employee involved in provision of Services: (1) upon commencement of the contract; (2) prior to hiring a new employee; and (3) for any employee upon the request of the State. The contractor shall not utilize any staff, including subcontractors, to fulfill the obligations of the contract who have been convicted of any crime of dishonesty, including but not limited to criminal fraud, or otherwise convicted of any felony or misdemeanor offense for which incarceration for up to one (1) year is an authorized penalty. The contractor shall promote and an awareness of the importance of securing the State's information among the contractor's employees, subcontractors, and agents. If any individual providing Services under the contract is not acceptable to the State, in its sole opinion, as a result of the background or criminal history investigation, the State, in its sole option shall have the right to either: (1) request immediate replacement of the individual; or (2) immediately terminate the contract, related Statement of Work, and related Service Level Agreement.
9. **Access to Security Logs and Reports:** The contractor shall provide to the State reports on a schedule and in a format specified in the Service Level Agreement as agreed to by both the contractor and the State. Reports shall include latency statistics, user access, user access IP

address, user access history, and security logs for all Data. The State's audit requirements shall, if applicable, be defined in the Statement of Work.

10. **Contract Audit:** The contractor shall allow the State to audit conformance to the contract terms. The State may perform this audit or contract with a third party at its discretion and at the State's expense.
11. **Data Center Audit:** The contractor shall perform an annual independent audit of its data center(s) where Data, State applications, or other State information is maintained. The contractor shall perform this independent audit at its expense and shall, upon completion, provide an unredacted version of the complete audit report to the State. (The contractor may redact its proprietary information from the unredacted version, however.) A Service Organization Control (SOC) 2 audit report or equivalent approved by the Indiana Office of Technology sets the minimum level of a third-party audit.

The State may perform an annual audit of contractor's data center(s) where Data, State applications, or other State information is maintained. The audit may take place onsite or remotely, at the State's discretion. The State shall provide to contractor thirty (30) days' advance notice prior to the audit. The contractor will make reasonable efforts to facilitate the audit and will make available to the State members of its staff during the audit. The State may contract with a third party to conduct the audit at its discretion and at the State's expense. If the contractor maintains Data, State applications, or other State information at multiple data centers, the State may perform an annual audit of each data center.

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

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

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

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

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

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

15. **Import and Export of Data:** The State shall have the ability to import or export Data in piecemeal or in entirety at its discretion, with reasonable assistance provided by the contractor, at any time during the term of contract. This includes the ability for the State to import or export Data to/from other parties at the State's sole discretion. Contractor shall specify in the Statement of Work if the State is required to provide its' own tools for this purpose, including the optional purchase of contractor's tools if contractor's applications are not able to provide this functionality directly.

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

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

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

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

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

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

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

EXHIBIT H

Background Checks, Drug Screenings, and Identification (Badging)

Contractor shall conduct background checks of any resource prior to the start of the resource's assignment.

Background checks shall be completed for verification of, but not limited to:

- Social Security trace,
- Criminal history, including a criminal history check for applicable states and counties of residence for the past seven (7) years,
- E-Verify check,
- Sex Offender Registry check for all states of residency in the past seven (7) years,
- Department of Revenue tax liability check, if applicable, subject to the Department of Revenues' policies regarding such checks.

Resources may also be required to provide additional, relevant pre-assignment documents, at the request of a hiring manager.

In the event that a position requires fingerprinting, such fingerprint check requirements shall supersede the background check requirements stated above. Positions with access to Personally Identifiable Information (PII) require fingerprinting as determined by the hiring agency and manager.

In addition, a five-panel drug screen shall be performed prior to resource's assignment for all positions at a State hospital, school, or correctional facility.

Costs associated with drug screens, background or fingerprint checks shall be the sole responsibility of the Contractor or the applicable provider. Drug screen, background and fingerprint check results shall be effective for a period of thirty (30) days prior to resource's assignment start date. In the case of a "break in service" from the State, a drug screen is effective for a period of ninety (90) days, and a background check is effective for a period of six (6) months, unless otherwise specified for assignments at a State hospital.

A background or fingerprint check and drug screen may be required to be run each year for resources on assignment, as measured from resource's assignment start date. In the event that a resource begins work for a new agency or facility during such time, a separate fingerprint check may be required.

Additionally, assignments located at a State hospital, school, or correctional facility may require a TB shot, or other vaccinations, to be updated annually. In the event that this is not performed by the applicable facility, the Contractor or the provider will be responsible for such test.

Costs associated with resource identification badges and building access cards shall be the sole responsibility of the Contractor or applicable provider. The State will not reimburse this fee or any replacement fees to the Contractor, provider, or resource.