



**EXECUTIVE DOCUMENT SUMMARY**

State Form 41221 (R9/1-04)

Instructions for completing the EDS and the Contract process.

- 1. Please read the guidelines on the back of this form.
- 2. Please type all information.
- 3. Check all boxes that apply.
- 4. For amendments / renewals, attach original contract.
- 5. Attach additional pages if necessary.

1. EDS Number: 29-06-dc-2730		2. Date prepared: 6/6/2006	
<b>3. CONTRACTS &amp; LEASES</b>			
<input checked="" type="checkbox"/> Professional/Personal Services		<input type="checkbox"/> Contract for procured Services	
<input type="checkbox"/> Grant		<input type="checkbox"/> Maintenance	
<input type="checkbox"/> Lease		<input type="checkbox"/> License Agreement	
<input type="checkbox"/> Attorney		<input type="checkbox"/> Amendment# _____	
<input type="checkbox"/> MOU		<input type="checkbox"/> Renewal # _____	
<input type="checkbox"/> QPA		<input type="checkbox"/> Other _____	
<b>FISCAL INFORMATION</b>			
4. Account Number: 6000/163800.572900		5. Account Name: C-PASS GRANT	
6. Total amount this action: \$132,790.00		7. New contract total: \$132,790.00	
8. Revenue generated this action: \$0.00		9. Revenue generated total contract: \$0.00	
10. New total amount for each fiscal year :			
Year <u>2006</u> \$ <u>0.01</u>		Year _____ \$ _____	
Year _____ \$ _____		Year _____ \$ _____	
<b>TIME PERIOD COVERED IN THIS EDS</b>			
11. From (month, day, year): 9/1/2005		12. To ( month, day, year ): 9/29/2006	
13. Method of source selection:			
<input type="checkbox"/> Bid/Quotation		<input checked="" type="checkbox"/> Negotiated	
<input type="checkbox"/> Emergency		<input type="checkbox"/> Special Procurement	
<input type="checkbox"/> RFP# _____		<input type="checkbox"/> Other (specify) _____	
35. Will the attached document involve data processing or telecommunications systems(s)?		Yes: IOT or Delegate has signed off on contract	
36. Statutory Authority (Cite applicable Indiana or Federal Codes): 45 CFR 74,45 CFR92			
37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.) CONSULTANT WILL SERVE TO CREATE THE FISCAL INTERMEDIARY AND CONSULTING SERVICES THAT INCLUDE STANDARDS, READINESS REVIEW AND TRAINING OF THE US DHHS/CMS C-PASS (COMMUNITY INTERGRATED PERSONAL ASSISTANCE SERVICES AND SUPPORTS) GRANT#91654 FOR CONSUMER DIRECTED CARE PROGRAM.			
38. Justification of vendor selection and determination of price reasonableness: ACTIVITIES THAT WERE TO BE FUNDED BY THE C-PASS GRANT HAD BEEN STALLED CAUSING AGING TO REQUEST FROM THE FEDERAL GOVERNMENT A NO-COST EXTENSION TO ENABLE THEM TO COMPLETELY UTILITIZIE THIS GRANT. EFFORTS WERE MADE TO OBTAIN QUOTES FROM OTHER CONSULTANT. THE RATES THAT MS. VERMA OFFERED WERE FAIR AND REASONABLE			
39. If this contract is submitted late, please explain why: (Required if more than 30 days late.) BECAUSE OF CHANGES IN ADMINISTRATION, THIS GRANT HAS BEEN DELAYED NEARLY PUTTING AGING IN JEOPERDY OF LOSING THERE GRANT FUNDS. THE FEDERAL GOVERNMENT HAS GIVEN AN EXTENSION IN ORDER FOR US TO COMPLETE THIS			
40. Agency fiscal officer or representative approval	41. Date Approved	42. Budget agency approval	43. Date Approved
44. Attorney General's Office approval	45. Date Approved	46. Agency representative receiving from AG	47. Date Approved

AGENCY INFORMATION	
14. Name of agency: Family & Social Services Admin	15. Requisition Number:
16. Address: Family & Social Services Admin MS36 Procurement 402 W WASHINGTON ST RM E414 INDIANAPOLIS, IN 46204	

AGENCY CONTACT INFORMATION	
17. Name: PEGGY THOMPSON	18. Telephone #: 317/232-1349
19. E-mail address: PEGGY.THOMPSON@FSSA.IN.GOV	

COURIER INFORMATION	
20. Name: SUE LAASER	21. Telephone #: 317-233-4703
22. E-mail address: SUE.LAASER@FSSA.IN.GOV	

VENDOR INFORMATION	
23 Vendor ID # 0000075766	
24. Name: SEEMA VERMA	25. Telephone #: 317-809-8536
26. Address: 11249 WOODS BAY LN INDIANAPOLIS, IN 46236	
27. E-mail address: SVERMA@SEEMAVERMACONSULTING.COM	
28. Is the vendor registered with the Secretary of State? (Out of State Corporations, must be registered) Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
29. Primary Vendor: M/WBE Minority: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	30. If yes, list the %: Minority: <u>100.0</u> % Women: _____ %
31 Sub Vendor: M/WBE Minority: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	32. If yes, list the %: Minority: <u>100.0</u> % Women: _____ %
33. Is there Renewal Language in the document? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	34. Is there a "Termination for Convenience" clause in the document? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No



**ATTACHMENT DOCUMENT SUMMARY**  
**1/03/2006**

**ATTACHMENT:** A  
**AGREEMENT #:** 29-06-DC-2730  
**AGREEMENT TERM:** 09/01/2005-09/29/2006

**VENDOR INFORMATION:**

**LEGAL NAME:** SEEMA VERMA

**MAILING ADDRESS:** 485 BOLDERWOOD  
Indianapolis, IN 46032

**CONTACT NAME:** Seema Verma  
**EMAIL ADDRESS:** sverma@seemavermaconsulting.com

**TELEPHONE NUMBER:** (317) 809-8536  
**FAX NUMBER:** (317) 823-7416

**FSSA CONTRACT CONTACT:** Thompson, Peggy (317) 232-1349  
**EMAIL ADDRESS:** Peggy.Thompson@fssa.in.gov

**FID/SSN:** 35-2149815

**CHANGE NUMBER:** ORIG

**STATUTORY INFORMATION:**

45 C.F.R. 74  
 45 C.F.R. 92

<b>FINANCIAL SUMMARY:</b>	<b>SERVICE</b>			<b>AWARD</b>
<b>CLAIM PROG ID</b>	<b>CODE</b>	<b>PROGRAM</b>	<b>EFFECTIVE DATES</b>	<b>AMOUNT</b>
49-06-DC-2730-02	2900	C-Pass Grant	09/01/2005-09/29/2006	\$6,050.00
49-06-DC-2730-02	2901	C-Pass Grant	09/01/2005-09/29/2006	\$1,320.00
49-06-DC-2730-02	2902	C-Pass Grant	09/01/2005-09/29/2006	\$2,750.00
49-06-DC-2730-02	2903	C-Pass Grant	09/01/2005-09/29/2006	\$14,300.00
49-06-DC-2730-02	2904	C-Pass Grant	09/01/2005-09/29/2006	\$62,500.00
49-06-DC-2730-02	2905	C-Pass Grant	09/01/2005-09/29/2006	\$20,570.00
49-06-DC-2730-02	2906	C-Pass Grant	09/01/2005-09/29/2006	\$22,000.00
49-06-DC-2730-02	2907	C-Pass Grant	09/01/2005-09/29/2006	\$3,300.00
<b>TOTAL DOLLAR AMOUNT:</b>				<b>\$132,790.00</b>



**ATTACHMENT DOCUMENT DETAIL**  
**1/03/2006**

**ATTACHMENT:** A  
**AGREEMENT #:** 29-06-DC-2730  
**AGREEMENT TERM:** 09/01/2005-09/29/2006

<b>CLAIM PROGRAM ID:</b>	49-06-DC-2730-02	<b>CFDA NUMBER:</b>	93.779
<b>PROGRAM TOTAL:</b>	132,790.00	<b>FEDERAL YEAR:</b>	2005
<b>FUND DESCRIPTION:</b>	C-Pass Grant	<b>STATE YEAR:</b>	2006
<b>ACCOUNT NUMBER:</b>	6000-163800	<b>ADMINISTRATIVE CAP:</b>	0.00
<b>EFFECTIVE DATES:</b>	09/01/2005-09/29/2006	<b>CLOSE OUT DATE:</b>	11/28/2006
<b>ADVANCE DUE DAYS:</b>	0		
<b>ADVANCE PERCENT:</b>	0.0000%		
<b>NMT PERCENT:</b>	0.0000%	<b>NMT DOLLARS:</b>	0.00
<b>MATCH PERCENT:</b>	0.0000%	<b>MATCH AMOUNT:</b>	0.00
<b>FEDERAL PERCENT:</b>	0.0000%	<b>STATE PERCENT:</b>	0.0000%
<b>PRIVATE PERCENT:</b>	0.0000%	<b>OTHER PERCENT:</b>	0.0000%

**SERVICE INFORMATION:** 2900 CMS REPORTS  
**SERVICE EFF DATES:** 9/1/2005-9/29/2006

<b>COMPONENT DESCRIPTION</b>	<b>COMPONENT DATES</b>	<b>UNITS</b>	<b>RATE</b>	<b>AWARD AMT</b>
.1 DRAFT SEMI-ANNUAL	9/01/05-9/29/06	DELIVERABLE	550.0000	1,100.00
.2 DRAFT ANNUAL	9/01/05-9/29/06	DELIVERABLE	1,650.0000	1,650.00
.3 DRAFT FINAL	9/01/05-9/29/06	DELIVERABLE	2,200.0000	2,200.00
.4 REVIEW, PROOF, UPDATE, APPR	9/01/05-9/29/06	DELIVERABLE	550.0000	1,100.00
<b>SERVICE TOTAL:</b>				6,050.00

**SERVICE INFORMATION:** 2901 CMS TELECONFERENCES  
**SERVICE EFF DATES:** 9/1/2005-9/29/2006

<b>COMPONENT DESCRIPTION</b>	<b>COMPONENT DATES</b>	<b>UNITS</b>	<b>RATE</b>	<b>AWARD AMT</b>
.1 CONDUCT MEETINGS	9/01/05-9/29/06	DELIVERABLE	330.0000	1,320.00
<b>SERVICE TOTAL:</b>				1,320.00

**SERVICE INFORMATION:** 2902 CMS FEDERAL GRANT R  
**SERVICE EFF DATES:** 9/1/2005-9/29/2006

<b>COMPONENT DESCRIPTION</b>	<b>COMPONENT DATES</b>	<b>UNITS</b>	<b>RATE</b>	<b>AWARD AMT</b>
.1 FULFILL REQUIREMENTS	9/01/05-9/29/06	DELIVERABLE	2,750.0000	2,750.00
<b>SERVICE TOTAL:</b>				2,750.00

**SERVICE INFORMATION:** 2903 MEETINGS  
**SERVICE EFF DATES:** 9/1/2005-9/29/2006

<b>COMPONENT DESCRIPTION</b>	<b>COMPONENT DATES</b>	<b>UNITS</b>	<b>RATE</b>	<b>AWARD AMT</b>
.1 PLAN, SCHED, COND TASK MTGS	9/01/05-9/29/06	DELIVERABLE	1,100.0000	7,700.00
.2 PLAN, FACIL, SCHED TEAM MTG	9/01/05-9/29/06	DELIVERABLE	6,600.0000	6,600.00
<b>SERVICE TOTAL:</b>				14,300.00



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**1/03/2006**

**ATTACHMENT:** A  
**AGREEMENT #:** 29-06-DC-2730  
**AGREEMENT TERM:** 09/01/2005-09/29/2006

**CLAIM PROGRAM ID - 49-06-DC-2730-02 Continued .....**

<b>SERVICE INFORMATION:</b>		<b>2904 LEAD CONSULTANT</b>			
<b>SERVICE EFF DATES:</b>		<b>9/1/2005-9/29/2006</b>			
<b>COMPONENT DESCRIPTION</b>	<b>COMPONENT DATES</b>	<b>UNITS</b>	<b>RATE</b>	<b>AWARD AMT</b>	
.1	COORD. STF, CONSUL. & STAKH	9/01/05-9/29/06	DELIVERABLE	1,100.0000	55,000.00
.2	COORD. LEGAL & LEGI STAFF	9/01/05-9/29/06	DELIVERABLE	550.0000	5,500.00
.3	TRAVEL	9/01/05-9/29/06	ACTUAL COST	1.0000	2,000.00
<b>SERVICE TOTAL:</b>					62,500.00

<b>SERVICE INFORMATION:</b>		<b>2905 INITIATE AND/OR TRA</b>			
<b>SERVICE EFF DATES:</b>		<b>9/1/2005-9/29/2006</b>			
<b>COMPONENT DESCRIPTION</b>	<b>COMPONENT DATES</b>	<b>UNITS</b>	<b>RATE</b>	<b>AWARD AMT</b>	
.1	F1 DESIGN MODEL	9/01/05-9/29/06	DELIVERABLE	550.0000	11,000.00
.2	F1 CONTRACT OR AMEND	9/01/05-9/29/06	DELIVERABLE	220.0000	1,320.00
.3	A&D WAIVER AMEND TEXT W/OMP	9/01/05-9/29/06	DELIVERABLE	110.0000	330.00
.4	A&D WAIVER AMEND ADOPT	9/01/05-9/29/06	DELIVERABLE	110.0000	1,320.00
.5	PROD REG & FRAUD CTRL SYS	9/01/05-9/29/06	DELIVERABLE	330.0000	3,300.00
.6	QUAL INITIAT & FRAUD CTRL S	9/01/05-9/29/06	DELIVERABLE	330.0000	3,300.00
<b>SERVICE TOTAL:</b>					20,570.00

<b>SERVICE INFORMATION:</b>		<b>2906 OVERSEE PROGRESS</b>			
<b>SERVICE EFF DATES:</b>		<b>9/1/2005-9/29/2006</b>			
<b>COMPONENT DESCRIPTION</b>	<b>COMPONENT DATES</b>	<b>UNITS</b>	<b>RATE</b>	<b>AWARD AMT</b>	
.1	WRITING & RESEARCH CONSULT	9/01/05-9/29/06	DELIVERABLE	550.0000	13,750.00
.2	TRAIN, RESEAR & LOGIS CONSU	9/01/05-9/29/06	DELIVERABLE	550.0000	8,250.00
<b>SERVICE TOTAL:</b>					22,000.00

<b>SERVICE INFORMATION:</b>		<b>2907 SUMMARY</b>			
<b>SERVICE EFF DATES:</b>		<b>9/1/2005-9/29/2006</b>			
<b>COMPONENT DESCRIPTION</b>	<b>COMPONENT DATES</b>	<b>UNITS</b>	<b>RATE</b>	<b>AWARD AMT</b>	
.1	PROVIDE WRITTEN SUMMARY	9/01/05-9/29/06	DELIVERABLE	110.0000	3,300.00
<b>SERVICE TOTAL:</b>					3,300.00

responsible for ensuring that the audit and any management letters are completed and forwarded to the "State" in accordance with the terms of this Contract. Audits conducted pursuant to this paragraph must be submitted no later than six (6) months following the close of the Contractor's fiscal year. Contractor agrees to provide the Indiana State Board of Accounts and the "State", an original of all financial and compliance audits. The audit shall be an audit of the actual entity, or distinct portion thereof that is the Contractor, and not of a parent, member, or subsidiary corporation of the Contractor, except to the extent such an expanded audit may be determined by the Auditor or the State to be in the best interests of the State. The audit shall include a statement from the Auditor that the Auditor has reviewed this Contract and that the Contractor is not out of compliance with the financial aspects of this Contract.

#### 7. 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 this Contract is not subject to further acceptance by Contractor when accepted by the State of Indiana.

#### 8. 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. No claim for additional compensation shall be made in the absence of a prior written approval executed by all signatories hereto.

#### 9. Compliance with Laws

a. The Contractor agrees to 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 of any state or federal statute or the promulgation of regulations thereunder after execution of this contract shall be reviewed by the State and the Contractor to determine whether the provisions of the 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 Indiana Code § 4-2-6 et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. 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 Indiana State Ethics Commission website at <<<<http://www.in.gov/ethics/>>>>. 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 Indiana Code § 4-2-6-12.

c. The Contractor certifies by entering into this Agreement, that neither it nor its principal(s) is presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. Further, the Contractor agrees that any payments in arrears and 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 Agreement 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 or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana pending, and agrees that it will immediately notify the State of any such actions. During the term of such actions, Contractor agrees that the State may delay, withhold, or deny work under any Supplement or contractual device issued pursuant to this Agreement.

e. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State of Indiana 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.

f. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest under IC 5-17-5.

g. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so is a material breach of the contract and grounds for immediate termination of the Agreement and denial of further work with the State.

h. The Contractor hereby affirms that it is properly registered and owes no outstanding reports with the Indiana Secretary of State.

i. Contractor agrees that the State may confirm, at any time, that no liabilities exist to the State of Indiana, and, if such liabilities are discovered, that State may bar Contractor from contracting with the State in the future, cancel existing contracts, withhold payments to setoff such obligations, and withhold further payments or purchases until the entity is current in its payments on its liability to the State and has submitted proof of such payment to the State.

j. 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: (A) except for de minimis and nonsystematic violations, 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.

## 10. 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 federal, state, or local law.

#### 11. Ownership of Documents and Materials

All documents, records, programs, data, film, tape, articles, memoranda, and other 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 transfers any ownership claim to the State of Indiana and all such materials will be the property of the State of Indiana. Use of these 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 these materials developed for or supplied by the State and used to develop or assist in the services provided herein while the materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. Full, immediate, and unrestricted access to the work product of the Contractor during the term of this Contract shall be available to the State.

#### 12. Confidentiality of State Information

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

#### 13. Conflict of Interest

##### A. As used in this section:

"Immediate family" means the spouse and the unemancipated children of an individual.

"Interested party," means:

1. The individual executing this Contract;
2. An individual who has an interest of three percent (3%) or more of Contractor, if Contractor is not an individual; or
3. Any member of the immediate family of an individual specified under subdivision 1 or 2.

"Department" means the Indiana Department of Administration.

"Commission" means the State Ethics Commission.

- B. The Department may cancel this Contract without recourse by Contractor if any interested party is an employee of the State of Indiana.
- C. The Department will not exercise its right of cancellation under section B, above, if the Contractor gives the Department an opinion by the Commission indicating that the existence of this Contract and the employment by the State of Indiana of the interested party does not violate any statute or rule relating to ethical conduct of State employees. The Department may take action, including cancellation of this Contract, consistent with an opinion of the Commission obtained under this section.
- D. Contractor has an affirmative obligation under this Contract to disclose to the Department when an interested party is or becomes an employee of the State of Indiana. The obligation under this section extends only to those facts that Contractor knows or reasonably could know.

#### 14. 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.

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).

#### 15. 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. 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 suspension and debarment status for all sub-contractors receiving funds under this Contract and shall be solely responsible for any paybacks and or penalties that might arise from non-compliance. Contractor shall immediately notify the State if any sub-contractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate work done by the sub-contractor pursuant to this Contract.



## 16. Default by State

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

## 17. 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 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. If the State and the Contractor cannot resolve a dispute within ten (10) working days following notification in writing by either party of the existence of a dispute, then the following procedure shall apply:

The parties agree to resolve such matters through submission of their dispute to the Commissioner of the Indiana Department of Administration. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the State within ten (10) working days after presentation of such dispute for action. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If no reconsideration is provided within ten (10) working days, the parties may mutually agree to submit the dispute to arbitration for a determination, or otherwise the dispute may be submitted to an Indiana court of competent jurisdiction.

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 Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

## 18. Drug-Free Workplace Certification

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 has been convicted of a criminal drug violation occurring in the Contractor's 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 paragraphs, if the total contract amount set forth in this Contract is in excess of \$25,000.00, Contractor hereby further agrees that this contract is expressly subject to the terms, conditions, and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all contracts and grants from the State of Indiana in excess of \$25,000.00. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the Contractor and made a part of the contract or agreement as part of the contract documents.

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 in writing the State 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.

#### 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-compete 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 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

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 Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

## 22. Governing Laws

This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

## 23. Indemnification

The Contractor agrees to indemnify, defend, and hold harmless the State of Indiana and its agents, officials, and employees from all 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. The State shall not provide such indemnification to the Contractor.

## 24. Independent Contractor

Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. 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 be responsible for providing all necessary unemployment and workers' compensation insurance for the Contractor's employees.

## 25. Information Technology Accessibility

All Contractors supplying information technology related products and services to the state of Indiana must comply with all Indiana Technology Oversight Commission policies and standards. These policies and standards can be found at [http://www.in.gov/itoc/html\\_site/architecture/poli.html](http://www.in.gov/itoc/html_site/architecture/poli.html) and

[http://www.in.gov/itoc/html\\_site/architecture/stan.html](http://www.in.gov/itoc/html_site/architecture/stan.html). Any deviation from the published standards and policies must be approved by ITOC and be supported by a written waiver.

The Contractor acknowledges and agrees that all hardware, software and services provided to or purchased by the State must be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d), as amended, and adopted by the State of Indiana Information Technology Oversight Commission pursuant to IC 4-23-16-12.

## 26. Insurance

A) The Contractor shall secure and keep in force during the term of this Contract, the following insurance coverages, covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from this Contract:

- 1) Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits of \$500,000 per person and \$1,000,000 per occurrence unless additional coverage is required by the State.
- 2) Automobile liability with minimum liability limits of \$250,000 per person and \$1,000,000 per occurrence.
- 3) 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 agreement. Workers compensation coverage meeting all statutory requirements of IC 22-3-2. In addition, an "all states endorsement" covering claims occurring outside the state of Indiana if any of the services provided under this agreement involve work outside the state of Indiana.

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

- 1) Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.
- 2) 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.
- 3) The insurance required in this Contract, through a policy or endorsement, 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 representative.
- 4) Failure to provide insurance as required in this Contract is 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 undersigned State representative prior to the commencement of this Contract.

## 27. Key Person(s)

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

- 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.
- C. 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 to this Contract is Seema Verma.

#### 28. Licensing Standards

The Contractor and 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 shall not be required to pay the Contractor for any services performed when the Contractor or its employees or subcontractors are not in compliance with such applicable standards, laws, rules or regulations. If licensure, certification or accreditation expires or is revoked, the Contractor shall notify State immediately and the State, at its option, may immediately terminate this Contract.

#### 29. Merger & Modification

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

#### 30. Minority and Women Business Enterprise Compliance

The Contractor agrees to comply fully with the provisions of the Contractor's MBE/WBE participation plan.

#### 31. Nondiscrimination

Pursuant to IC 22-9-1-10 and the Civil Rights Act of 1964, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment in the performance of this Contract. The Contractor shall not discriminate with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Contract. The Contractor's execution of this Contract also signifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

The Contractor understands that the State is a recipient of federal funds. Pursuant to that understanding, the Contractor and its subcontractor, if any, agree that if the Contractor employs fifty (50) or more employees and does at least \$50,000.00 worth of business with the State and is not exempt, the Contractor will comply with the affirmative action reporting requirements of 41 CFR 60-1.7. The Contractor shall comply with Section 202 of Executive Order 11246, as

amended, 41 CFR 60-250, and 41 CFR 60-741, as amended, which are incorporated herein by specific reference. Breach of this covenant may be regarded as a material breach of this Contract.

### 32. Notice to Parties

Whenever any notice, statement or other communication is required under this Contract, it shall be sent to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

Jackie Bouyea, Director  
Division of Aging  
IGCS, Rm. W454  
402 W. Washington St.  
Indianapolis, IN 46204

B. Notices to the Contractor shall be sent to:

Seema Verma, MPH  
485 Bolderwood Lane  
Carmel, IN 46032

C. 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 Contractor with the Auditor of State.

### 33. Order of Precedence

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) attachments prepared by the Contractor.

### 34. Payments

All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the 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.

### 35. 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 required by Indiana law, in part, IC 5-17-5, IC 34-54-8, and IC 34-13-1.

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.

### 36. 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.

### 37. 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.

### 38. Security and Privacy of Health Information

The Contractor agrees to comply with all requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) in all activities related to this Contract, to maintain compliance throughout the life of this Contract, to operate any systems used to fulfill the requirements of this Contract in full compliance with HIPAA and to take no action which adversely affects the State's HIPAA compliance.

The parties acknowledge that the Department of Health and Human Services has issued the Final Rule, as amended from time to time, on the Standards for Privacy of Individually Identifiable Health Information, as required by HIPAA. To the extent required by the provisions of HIPAA and regulations promulgated thereunder, the Contractor assures that it will appropriately safeguard Protected Health Information (PHI), as defined by the regulations, which is made available to or obtained by the Contractor in the course of its work under this Contract. The Contractor agrees to comply with applicable requirements of law relating to PHI with respect to any task or other activity it performs for the State including, as required by the final regulations.

### 39. 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.

### 40. Substantial Performance

This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any modification thereof.

### 41. Taxes

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

### 42. Termination for Convenience

This Contract may be terminated, in whole or in part, by the State 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.

#### 43. 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;
  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.

#### 44. Travel

Expenditures made by the Contractor for travel will be reimbursed by the State at the current rate paid by the State of Indiana. Travel expenses can only be reimbursed in accordance with the State Travel Policies and Procedures as specified in the current Financial Management Circular. Out-of-state travel requests must be reviewed by the State for availability of funds and for appropriateness per Circular guidelines.

#### 45. 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 or excuse is in writing and signed by the party claimed to have waived such right.



46. 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 Contractor shall grant such request.

47. State Boilerplate Affirmation Clause

I swear or affirm under the penalties of perjury that I have not altered, modified or changed the State's Boilerplate contract clauses (as defined in the 2004 IDOA Professional Services Contract Manual) in any way except for the following clauses which are identified by name below:

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Non-Collusion and Acceptance

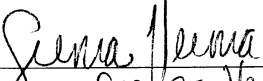
The undersigned attests, subject to the penalties for perjury, that he/she is the Contractor, or that he/she is the properly authorized representative, agent, member or officer of the Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, to the best of his/her knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

The rest of this page is left blank intentionally.

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

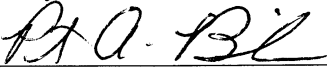
Contractor:

(Where Applicable)

By:   
Printed Name: Seema Verma  
Title: Consulting  
Date: 2/2/06

Attested By: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

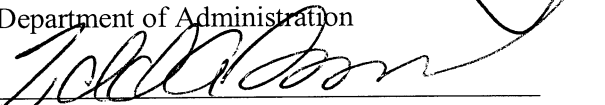
State of Indiana Agency:  
Family and Social Services Administration

  
Peter A. Bisbecos  
Director  
Date: 1/26/06

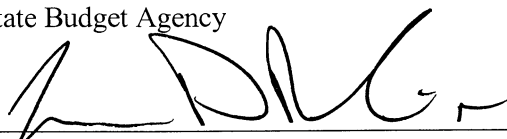
Indiana Office of Technology

N/A  
Karl Browning  
Chief Information Officer  
Date: \_\_\_\_\_

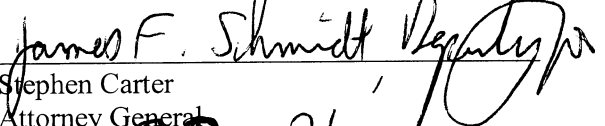
Department of Administration

  
for Earl A. Goode  
Commissioner  
Date: 2/16/06

State Budget Agency

  
Charles E. Schalliol  
Director  
Date: 2-21-06

Office of the Attorney General  
Approved as to Form and Legality

  
James F. Schmidt, Deputy  
Stephen Carter  
Attorney General  
Date: 3-9-06



**ATTACHMENT DOCUMENT SUMMARY**  
**1/03/2006**

**ATTACHMENT:** A  
**AGREEMENT #:** 29-06-DC-2730  
**AGREEMENT TERM:** 09/01/2005-09/29/2006

**VENDOR INFORMATION:**

**LEGAL NAME:** SEEMA VERMA

**MAILING ADDRESS:** 485 BOLDERWOOD  
 Indianapolis, IN 46032

**CONTACT NAME:** Seema Verma  
**EMAIL ADDRESS:** sverma@seemavermaconsulting.com

**TELEPHONE NUMBER:** (317) 809-8536  
**FAX NUMBER:** (317) 823-7416

**FSSA CONTRACT CONTACT:** Thompson, Peggy (317) 232-1349  
**EMAIL ADDRESS:** Peggy.Thompson@fssa.in.gov

**FID/SSN:** 35-2149815

**CHANGE NUMBER:** ORIG

**STATUTORY INFORMATION:**

45 C.F.R. 74  
 45 C.F.R. 92

<b>FINANCIAL SUMMARY:</b>	<b>SERVICE</b>			<b>AWARD</b>
<b>CLAIM PROG ID</b>	<b>CODE</b>	<b>PROGRAM</b>	<b>EFFECTIVE DATES</b>	<b>AMOUNT</b>
49-06-DC-2730-02	2900	C-Pass Grant	09/01/2005-09/29/2006	\$6,050.00
49-06-DC-2730-02	2901	C-Pass Grant	09/01/2005-09/29/2006	\$1,320.00
49-06-DC-2730-02	2902	C-Pass Grant	09/01/2005-09/29/2006	\$2,750.00
49-06-DC-2730-02	2903	C-Pass Grant	09/01/2005-09/29/2006	\$14,300.00
49-06-DC-2730-02	2904	C-Pass Grant	09/01/2005-09/29/2006	\$62,500.00
49-06-DC-2730-02	2905	C-Pass Grant	09/01/2005-09/29/2006	\$20,570.00
49-06-DC-2730-02	2906	C-Pass Grant	09/01/2005-09/29/2006	\$22,000.00
49-06-DC-2730-02	2907	C-Pass Grant	09/01/2005-09/29/2006	\$3,300.00
<b>TOTAL DOLLAR AMOUNT:</b>				\$132,790.00



**ATTACHMENT DOCUMENT DETAIL**  
**1/03/2006**

**ATTACHMENT:** A  
**AGREEMENT #:** 29-06-DC-2730  
**AGREEMENT TERM:** 09/01/2005-09/29/2006

<b>CLAIM PROGRAM ID:</b>	49-06-DC-2730-02	<b>CFDA NUMBER:</b>	93.779
<b>PROGRAM TOTAL:</b>	132,790.00	<b>FEDERAL YEAR:</b>	2005
<b>FUND DESCRIPTION:</b>	C-Pass Grant	<b>STATE YEAR:</b>	2006
<b>ACCOUNT NUMBER:</b>	6000-163800	<b>ADMINISTRATIVE CAP:</b>	0.00
<b>EFFECTIVE DATES:</b>	09/01/2005-09/29/2006	<b>CLOSE OUT DATE:</b>	11/28/2006
<b>ADVANCE DUE DAYS:</b>	0		
<b>ADVANCE PERCENT:</b>	0.0000%		
<b>NMT PERCENT:</b>	0.0000%	<b>NMT DOLLARS:</b>	0.00
<b>MATCH PERCENT:</b>	0.0000%	<b>MATCH AMOUNT:</b>	0.00
<b>FEDERAL PERCENT:</b>	0.0000%	<b>STATE PERCENT:</b>	0.0000%
<b>PRIVATE PERCENT:</b>	0.0000%	<b>OTHER PERCENT:</b>	0.0000%

**SERVICE INFORMATION:** 2900 CMS REPORTS  
**SERVICE EFF DATES:** 9/1/2005-9/29/2006

<b>COMPONENT DESCRIPTION</b>	<b>COMPONENT DATES</b>	<b>UNITS</b>	<b>RATE</b>	<b>AWARD AMT</b>
.1 DRAFT SEMI-ANNUAL	9/01/05-9/29/06	DELIVERABLE	550.0000	1,100.00
.2 DRAFT ANNUAL	9/01/05-9/29/06	DELIVERABLE	1,650.0000	1,650.00
.3 DRAFT FINAL	9/01/05-9/29/06	DELIVERABLE	2,200.0000	2,200.00
.4 REVIEW, PROOF, UPDATE, APPR	9/01/05-9/29/06	DELIVERABLE	550.0000	1,100.00
<b>SERVICE TOTAL:</b>				6,050.00

**SERVICE INFORMATION:** 2901 CMS TELECONFERENCES  
**SERVICE EFF DATES:** 9/1/2005-9/29/2006

<b>COMPONENT DESCRIPTION</b>	<b>COMPONENT DATES</b>	<b>UNITS</b>	<b>RATE</b>	<b>AWARD AMT</b>
.1 CONDUCT MEETINGS	9/01/05-9/29/06	DELIVERABLE	330.0000	1,320.00
<b>SERVICE TOTAL:</b>				1,320.00

**SERVICE INFORMATION:** 2902 CMS FEDERAL GRANT R  
**SERVICE EFF DATES:** 9/1/2005-9/29/2006

<b>COMPONENT DESCRIPTION</b>	<b>COMPONENT DATES</b>	<b>UNITS</b>	<b>RATE</b>	<b>AWARD AMT</b>
.1 FULFILL REQUIREMENTS	9/01/05-9/29/06	DELIVERABLE	2,750.0000	2,750.00
<b>SERVICE TOTAL:</b>				2,750.00

**SERVICE INFORMATION:** 2903 MEETINGS  
**SERVICE EFF DATES:** 9/1/2005-9/29/2006

<b>COMPONENT DESCRIPTION</b>	<b>COMPONENT DATES</b>	<b>UNITS</b>	<b>RATE</b>	<b>AWARD AMT</b>
.1 PLAN, SCHED, COND TASK MTGS	9/01/05-9/29/06	DELIVERABLE	1,100.0000	7,700.00
.2 PLAN, FACIL, SCHED TEAM MTG	9/01/05-9/29/06	DELIVERABLE	6,600.0000	6,600.00
<b>SERVICE TOTAL:</b>				14,300.00



**ATTACHMENT DOCUMENT DETAIL**  
**1/03/2006**

**ATTACHMENT:** A  
**AGREEMENT #:** 29-06-DC-2730  
**AGREEMENT TERM:** 09/01/2005-09/29/2006

**CLAIM PROGRAM ID - 49-06-DC-2730-02 Continued .....**

<b>SERVICE INFORMATION:</b>		<b>2904 LEAD CONSULTANT</b>			
<b>SERVICE EFF DATES:</b>		<b>9/1/2005-9/29/2006</b>			
<b>COMPONENT DESCRIPTION</b>	<b>COMPONENT DATES</b>	<b>UNITS</b>	<b>RATE</b>	<b>AWARD AMT</b>	
.1	COORD. STF, CONSUL. & STAKH	9/01/05-9/29/06	DELIVERABLE	1,100.0000	55,000.00
.2	COORD. LEGAL & LEGI STAFF	9/01/05-9/29/06	DELIVERABLE	550.0000	5,500.00
.3	TRAVEL	9/01/05-9/29/06	ACTUAL COST	1.0000	2,000.00
<b>SERVICE TOTAL:</b>					62,500.00

<b>SERVICE INFORMATION:</b>		<b>2905 INITIATE AND/OR TRA</b>			
<b>SERVICE EFF DATES:</b>		<b>9/1/2005-9/29/2006</b>			
<b>COMPONENT DESCRIPTION</b>	<b>COMPONENT DATES</b>	<b>UNITS</b>	<b>RATE</b>	<b>AWARD AMT</b>	
.1	F1 DESIGN MODEL	9/01/05-9/29/06	DELIVERABLE	550.0000	11,000.00
.2	F1 CONTRACT OR AMEND	9/01/05-9/29/06	DELIVERABLE	220.0000	1,320.00
.3	A&D WAIVER AMEND TEXT W/OMP	9/01/05-9/29/06	DELIVERABLE	110.0000	330.00
.4	A&D WAIVER AMEND ADOPT	9/01/05-9/29/06	DELIVERABLE	110.0000	1,320.00
.5	PROD REG & FRAUD CTRL SYS	9/01/05-9/29/06	DELIVERABLE	330.0000	3,300.00
.6	QUAL INITIAT & FRAUD CTRL S	9/01/05-9/29/06	DELIVERABLE	330.0000	3,300.00
<b>SERVICE TOTAL:</b>					20,570.00

<b>SERVICE INFORMATION:</b>		<b>2906 OVERSEE PROGRESS</b>			
<b>SERVICE EFF DATES:</b>		<b>9/1/2005-9/29/2006</b>			
<b>COMPONENT DESCRIPTION</b>	<b>COMPONENT DATES</b>	<b>UNITS</b>	<b>RATE</b>	<b>AWARD AMT</b>	
.1	WRITING & RESEARCH CONSULT	9/01/05-9/29/06	DELIVERABLE	550.0000	13,750.00
.2	TRAIN, RESEAR & LOGIS CONSU	9/01/05-9/29/06	DELIVERABLE	550.0000	8,250.00
<b>SERVICE TOTAL:</b>					22,000.00

<b>SERVICE INFORMATION:</b>		<b>2907 SUMMARY</b>			
<b>SERVICE EFF DATES:</b>		<b>9/1/2005-9/29/2006</b>			
<b>COMPONENT DESCRIPTION</b>	<b>COMPONENT DATES</b>	<b>UNITS</b>	<b>RATE</b>	<b>AWARD AMT</b>	
.1	PROVIDE WRITTEN SUMMARY	9/01/05-9/29/06	DELIVERABLE	110.0000	3,300.00
<b>SERVICE TOTAL:</b>					3,300.00

# Exhibit A

## Community-Integrated Personal Assistance Services and Supports/C-PASS Grant

### Consultant Deliverables, Timeframes and Fees

Updated August 30, 2005

Consultant Projects and Activities noted below w/ Cost Estimates for each ---

~~\$130~~,790.00 = Total of Estimated Consulting Costs

\$2,000.00 = Travel (State Training and US DHHS - CMS Conference)

~~\$132~~,790.00 = Estimate of Consulting and Travel Costs

### Lead Managing Consultant

#### \*\*\*Projects and Activities\*\*\*

#### I. CMS Reports

- A. Complete Draft of Semi-Annual Reports and Submit to CMS (October and April, or as required) \$550.00 Each = \$1,100.00
- B. Complete Draft of Annual Report(s) and Submit to CMS (As required) \$1,650.00
- C. Complete Draft of Final Report and Submit to CMS (As required) \$2,200.00

#### II. CMS Teleconferences

- A. Conduct Quarterly Teleconference Meetings with CMS and appropriate IDA & OMPP staff (Scheduled quarterly - November, February, May, August - and/or as required) \$330.00 Each Meeting = \$1,320.00

#### III. Fulfill CMS' Federal Grant Requirements

- A. Fulfill Federal Grant Requirements as Outlined by CMS in Grant Award and No-Cost Extension Awards (As required) \$2,750.00

#### IV. Review, Proof, Update and/or Approve Report(s) compiled by RTI (Annually or as required by CMS) \$550.00 Each = \$1,100.00

#### V. Plan, Schedule and Conduct Meetings with Indiana C-PASS Task Force (Bi-monthly or as warranted) \$1,100.00 Each = \$7,700

#### VI. Work with appropriate Staff and Consultants to Initiate and Facilitate Policy and Systems Change and/or Enhancements that result in the actual offering of a Consumer-Directed Care Option under the Aged & Disabled Medicaid Waiver by June 2006 --- working in partnership with the Indiana Division of Aging; Indiana Division of Disability and Rehabilitative Services; and Office of Medicaid Policy and Planning; FSSA and State Government to fulfill Requirements of C-PASS Grant Award and Project Goals and Activities (As Warranted and/or as Required). \$1,100 Each Week = \$55,000.00 (For 50 Weeks and Includes time in Meetings, contacting Staff and Stakeholders via phone and via E-mail, Research, other). Products will be:

- A. Fiscal Intermediary Design Model,
- B. Fiscal Intermediary Payroll System,
- C. Fiscal Intermediary Reporting System,
- D. Provider Registry System,
- E. Quality Assurance System(s),
- F. QA Data Compiled and Summarized (as required by CMS),

## Community-Integrated Personal Assistance Services and Supports/C-PASS Grant

### Consultant Deliverables, Timeframes and Fees

Updated August 30, 2005

- G. Fraud Control (As warranted),
  - H. Consumer-Directed Care Option offered under the Aged & Disabled Medicaid Waiver by June 1, 2006, and
  - I. Other - as warranted.
- VII. Work with Legal and Legislative Staff to examine current Indiana Law to Determine if Indiana and/or FSSA needs/need to back and/or initiate Legislation concerning Consumer-Directed Care (As determined by FSSA or State Government Legislative Package schedule). \$550.00 Each Day = \$5,500.00 (For 10 Days)**
- VIII. Initiate and/or Track Progress of FI Design Model via close working relationship w/ FI Consultants (Through December 2005 or through completion) \$550.00 Each Week = \$11,000.00 (For 20 Weeks)**
- IX. Initiate and/or Track Progress of FI Contract or Contract Amendment (Through December 2005 or through completion) \$220.00 Each Week = \$1,320.00 (For 6 Weeks) - If warranted.**
- X. Initiate and/or Track Progress of A&D Waiver Amendment Text w/ OMPP (Through January 2006 or through completion) \$110.00 Each Week = \$330.00 (For 3 Weeks)**
- XI. Initiate and/or Track Progress of A&D Waiver Amendment Adoption (by CMS) w/OMPP (Through January 2006 or through adoption by CMS) \$110.00 Each Week = \$1,320 (For 12 Weeks)**
- XII. Initiate and/or Track Progress of Provider Registry & Fraud Control System (Through December 2005 or through completion) \$330.00 Each Week = \$3,300.00 (For 10 Weeks)**
- XIII. Initiate and/or Track Progress of Quality Initiative(s) & Fraud Control System (Through December 2005 or through completion) \$330.00 Each Week = \$3,300.00 (For 10 Weeks)**
- XIV. Oversee Progress of Writing Consultant and Research & Logistics Consultant - Production of Manuals, Forms, Education and Training Components and related Materials - as warranted; Research (to gain stakeholder buy-in) (Through each phase of completion) \$550.00 Each Week = \$13,750.00 (For 25 Weeks)**

## **Community-Integrated Personal Assistance Services and Supports/C-PASS Grant**

### **Consultant Deliverables, Timeframes and Fees**

Updated August 30, 2005

- XV. Oversee Progress of Training Consultant and Research & Logistics Consultant - Education and Training Activities, Production of Materials, Research (to gain stakeholder buy-in) and Logistics (Through each phase of completion) \$550.00 Each Week = \$5,500.00 (For 10 Weeks Review & Production of Materials) \$550.00 Each Week = \$2,750.00 (For 5 Weeks in Actual Training & Education)**
- XVI. Plan, Facilitate and Schedule C-PASS Team Meetings w/ staff and consultants working on C-PASS to review Progress and Challenges (Every other week - or as warranted) \$220.00 Every Other Week = \$6,600.00 (For 30 Weeks)**
- XVII. Provide brief Written Summary of C-PASS reviewing C-PASS Progress and Challenges (Every other week - or as warranted) \$110.00 Every Other Week = \$3,300 (for 30 Weeks)**

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