

EXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R10/4-06)



Instructions for completing the EDS and the Contract

Received
JUL 19 2011
DOA Contracts

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: A129-1-29-11-ZN-1758	2. Date prepared: 6/24/2011
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3. CONTRACTS & LEASES

<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 _____

FISCAL INFORMATION

4. Account Number: 62130-F6435.531010	5. Account Name: FSSA DHHS Fund
6. Total amount this action: \$1,098,000.00	7. New contract total: \$1,098,000.00
8. Revenue generated this action: \$0.00	9. Revenue generated total contract: \$0.00
10. New total amount for each fiscal year:	
Year 2011	\$40,000.00
Year 2012	\$1,058,000.00
Year _____	\$ _____
Year _____	\$ _____

TIME PERIOD COVERED IN THIS EDS

11. From (month, day, year): 5/23/2011	12. To (month, day, year): 5/22/2012
13. Method of source selection:	
<input type="checkbox"/> Bid/Quotation	<input type="checkbox"/> Emergency
<input type="checkbox"/> RFP# _____	<input checked="" type="checkbox"/> Special Procurement
<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):
NA

37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.)
The contractor will provide overall management, project leadership and support for the Indiana State-Operated Health Insurance Exchange Level One Grant Activities.

38. Justification of vendor selection and determination of price reasonableness:
This contractor has worked with FSSA in the past performing consulting and project leadership services.

39. If this contract is submitted late, please explain why: (Required if more than 30 days late.)

40. Agency fiscal officer or representative approval <i>[Signature]</i>	41. Date Approved 6/24/11	42. Budget agency approval <i>[Signature]</i>	43. Date Approved 7/2/11
44. Attorney General's Office approval <i>[Signature]</i>	45. Date Approved 7-29-11	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 Secretary's Office 402 W WASHINGTON ST W461 INDIANAPOLIS, IN 46204	
AGENCY CONTACT INFORMATION	
17. Name: JOE PATTON	18. Telephone #: 317/233-6468
19. E-mail address: R.JOSEPH.PATTON@FSSA.IN.GOV	
COURIER INFORMATION	
20. Name: FSSA/COMMAND	21. Telephone #: 317-233-4703
22. E-mail address: CONTRACT.STATUS@FSSA.IN.GOV	
VENDOR INFORMATION	
23. Vendor ID # 0000257665	
24. Name: SVC INC	25. Telephone #: NA
26. Address: 485 BOIDERWOOD LN CARMEL, IN 46032	
27. E-mail address: sverma@seemavenmaconsulting.com	
28. Is the vendor registered with the Secretary of State? (Out of State Corporations, must be registered) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
29. Primary Vendor: M/WBE Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	30. If yes, list the %: Minority: _____ % Women: _____ %
31. Sub Vendor: M/WBE Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	32. If yes, list the %: Minority: _____ % 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

RECEIVED
JUL 25 2011
OAG-ADVISORY



**INDIANA FAMILY AND SOCIAL SERVICES ADMINISTRATION
CONTRACT WITH
SVC, INC.
CONTRACT NUMBER A129-1-29-11-ZN-1758**

This Contract ("this Contract"), entered into by and between Indiana Family and Social Services Administration, 402 West Washington Street, Indianapolis, Indiana 46204 (the "State") and the SVC, Inc., 485 Bolderwood Lane, Carmel, Indiana 46032 (the "Contractor"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Duties of Contractor

A. The Contractor shall provide overall management, project leadership and support for the Indiana State-Operated Health Insurance Exchange Level One Grant activities. The specific services to be provided by the Contractor are set forth on Exhibit 1, Scope of Work (the "Services") which is attached hereto and incorporated fully herein.

B. Non-compliance Remedies

It is the State's primary goal to ensure that the Contractor is delivering the scope of work defined and agreed to in this contract.

In the event that the Contractor fails to meet performance requirements set forth in the Contract, the State will provide the Contractor with a written notice of non-compliance and may require any of the corrective actions or remedies discussed below. The State will provide written notice of non-compliance to the Contractor within fifteen (15) calendar days of the State's discovery of such non-compliance.

If the State elects not to exercise a corrective action clause contained anywhere in the Contract this decision must not be construed as a waiver of the State's right to pursue future assessment of that performance requirement and associated damages, including damages that, under the terms of the Contract, may be retroactively assessed.

C. Corrective Actions

The State may require corrective action(s) when the Contractor has failed to provide the requested services and deliverables. The nature of the corrective action(s) will depend upon the nature, severity and duration of the deficiency, and repeated nature of the non-compliance. The written notice of non-compliance may be instituted in any sequence and include, but are not limited to, any of the following:

- Written Warning: The State may issue a written warning and solicit a response regarding the Contractor's corrective action.
- Corrective Action Plan Recommendation: Upon issuance of a written warning, unless otherwise specified in the warning, the Contractor has seven (7) calendar days to submit a Corrective Action Plan Recommendation to remedy the breach. The Recommendation must be submitted under the signature of the Contractor's project executive and must be approved by the State. If the Recommendation is not acceptable, the State may provide suggestions and direction to bring the Contractor into compliance.

- **Performance Payment Withhold:** In the event that the Contractor cannot develop a Corrective Action Plan Recommendation that is to the State's reasonable satisfaction within fourteen (14) calendar days after issuance of a written warning, the State reserves the right to withhold payments until the Contractor develops a Corrective Action Plan Recommendation that is accepted by the State.
- **Ceased Payments for Staff Vacancies:** It is the State's goal to minimize staff attrition rates throughout the project term to maintain consistency and quality in the Contractor's work product. Within twenty one (21) calendar days from when a team position is vacant, the Contractor shall present at least two (2) qualified candidates for the State to interview and evaluate. These candidates' level of experience and expertise must be equal to or surpass those of the team member they would replace. After the State approves of a candidate, the Contractor shall bring the candidate onto the project within seven (7) business days. Except in cases of unforeseen circumstances, if any of these conditions are not met and as a result the State loses any grant funding, the Contractor will be responsible for an amount equal to the lost funding unless otherwise decided by the State. To help the Contractor meet the conditions, it is the Contractor's responsibility to put in place internal policies that require their staff to provide the appropriate amount of advanced notice before leaving the firm.
- **Contract Termination:** The State may terminate the contract, in whole or in part, due to the failure of the Contractor to comply with any term or condition of the Contract, or failure to take corrective action as required by the State to comply with the terms of this contract. The State must provide thirty (30) calendar days written notice and must set forth the grounds for termination.

2. Consideration

The Contractor will be paid for Services rendered based on hours worked at the Contractor hourly rates set forth on **Exhibit 2, Costs** which is attached hereto and incorporated fully herein. The hourly rates set forth on **Exhibit 2** include travel and other related out of pocket expenses for the performance of Services. The State's travel policies and procedures as set forth in Section 43 shall apply if and only to the extent Contractor invoices separately for travel expenses. Both parties agree that the Contractor shall be responsible, in its discretion, to determine the mix of labor categories/resources to utilize to perform the Services as required under this Contract.

The total amount of this Contract shall not exceed **One Million and Ninety- Eight Thousand Dollars (\$1,098,000.00)** as set out on the "Financial Attachment A" which is attached hereto and incorporated herein.

3. Term

This Contract shall be effective for a period of one (1) year. It shall commence on May 23, 2011 and shall remain in effect through May 22, 2012.

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

The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent. 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.

6. 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.

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 accepted by the State.

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. 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.

9. Compliance with Laws

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.

- A. 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.*, 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 IC §§ 4-2-6, 4-2-7, 35-44-1-3, and under any other applicable laws.
- B. 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.
- C. 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.
- D. 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.
- E. 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.
- F. 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.
- G. 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 and federal, state or local statute, ordinance, rule or regulation.

11. 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.

12. 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).

13. 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.

14. 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 the appropriate measures to collect monies due up to and including the date of termination.

15. 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 a party to the Contract is not satisfied with the progress toward resolving a dispute, the party must notify in writing the other party of this dissatisfaction. Upon written notice, the parties have ten (10) working days, unless the parties mutually agree to extend this period, following the notification to resolve the dispute. If the dispute is not resolved within ten (10) working days, a dissatisfied party will submit the dispute in writing according to the following procedure:
1. The parties agree to resolve such matters through submission in writing 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 presentation may include a period of negotiations, clarifications, and mediation sessions and will not terminate until the Commissioner or one of the parties concludes that the presentation period is over. 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 or mediation for a determination. If a party is not satisfied with the Commissioner's ultimate decision, the dissatisfied party may submit the dispute to an Indiana court of competent jurisdiction.
 2. 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.

16. 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 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 paragraphs, if the total contract amount set forth in this Contract is in excess of \$25,000.00, the 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. 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 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.

17. Employment Eligibility Verification

The Contractor affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

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.

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.

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.

18. 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.

19. Force Majeure

In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits 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.

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

21. 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.

22. Indemnification

The Contractor agrees to indemnify, defend, and hold harmless the State, 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, in the performance of this Contract. The State shall not provide such indemnification to the Contractor.

23. 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.

24. Information Technology Enterprise Architecture Requirements

If the Contractor provides any information technology related products or services to the State, the Contractor shall comply with all IOT standards, policies and guidelines, which are online at <http://iot.in.gov/architecture/>. The Contractor specifically agrees that all hardware, software and services provided to or purchased by the State shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and IC 4-13.1-3. Any deviation from these architecture requirements must be approved in writing by IOT in advance. The State may terminate this Contract for default if the Contractor fails to cure a breach of this provision within a reasonable time.

25. Insurance

A. The Contractor shall secure and keep in force during the term of this Contract, the following insurance coverage, 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 of \$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 a 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 with minimum liability limits of \$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. 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 issued by the Indiana Department of Insurance.
 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.

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.

26. 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(s) to this Contract is/are Seema Verma.

27. 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.

28. 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.

29. Minority and Women's Business Enterprises Compliance

The Contractor agrees to comply fully with the provisions of 25 IAC 5 and the Subcontractor Commitment submitted to the State. No changes may be made to the commitment without the written approval of the Minority and Women's Enterprises Division of IDOA.

The following MBE's and WBE's listed on the Minority and Women's Business Enterprises Division directory of certified firms will be participating in this Contract.

<u>MBE/WBE</u>	<u>PHONE</u>	<u>COMPANY NAME</u>	<u>SCOPE OF PRODUCTS and/or SERVICES</u>	<u>UTILIZATION DATE</u>	<u>AMOUNT</u>
		N/A			

The Contractor agrees to submit a copy of the agreement entered into between the Contractor and each MBE/WBE subcontractor where the State took the selection of the MBE/WBE by the Contractor into consideration when issuing the procurement award. The copy of the agreement must be submitted to the MWBE Division in IDOA within ninety (90) days of the execution of the contract between the Contractor and the State. The Contractor also agrees to send all amendments, changes, and terminations to these agreements to the MWBE Division in IDOA within ninety (90) days of their execution. Failure to provide a copy of the agreement or subsequent amendment, change, and termination may result in exclusion from future State procurements. If the Contractor is not excluded from future procurements, the actions or inactions of the Contractor with regard to the above will be taken into account in all phases and scoring in future procurements. In addition, the Contractor must obtain the approval of the Division before changing any MBE/WBE participation plan submitted in connection with this Contract.

30. Nondiscrimination

This covenant is enacted pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. Breach of this covenant may be regarded as a material breach of this Contract, but nothing in this covenant shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Contractor or any subcontractor.

Pursuant to the Indiana Civil Rights Law, specifically including 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 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"). Furthermore, Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

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

31. 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:

Megan Ornellas, Chief of Staff
Indiana Family and Social Services Administration
402 West Washington Street, Indianapolis, IN 46204

B. Notices to the Contractor shall be sent to:

Seema Verma
485 Boulderwood 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 the Contractor with the Indiana Auditor of State.

32. 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, and (2) attachments prepared by the State. All of the foregoing are incorporated fully by reference. All attachments, and all documents referred to in this paragraph are hereby incorporated fully by reference.

33. 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 and all such materials will be the property of the State. 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 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 work product during the term of this Contract.

34. Payments

- A. 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 Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC 4-13-2-20.
- B. Claims shall be submitted for reimbursement of costs incurred. Costs are incurred on the date services are actually provided to the client. Reimbursement shall be based on actual services provided to the client, not on a care plan budget or other merely anticipated services.
- C. Claims shall be submitted to the State within seven (7) calendar days following the end of the month in which services were provided. The State has the discretion, and reserves the right, to not pay any claims submitted later than seven (7) calendar days following the end of the month in which the services were provided. All final claims and reports must be submitted to the State within sixty (60) calendar days after the expiration or termination of this agreement. Payment for claims submitted after that time may, at the discretion of the State, be denied. Claims may be submitted on a monthly or semi-monthly basis only. At the time that the final claim is submitted, all unexpended grant funds must be returned to the State. Claims must be submitted with accompanying supportive documentation generated as designated by the State. Claims submitted without supportive documentation will be returned to the [contractor and/or grantee] and not processed for payment. In addition to the usual claim process, the Contractor must email the invoice and claim form to Tonya Johnson (Tonya.Johnson@fssa.IN.gov) and Margaret Terp (Margaret.Terp@fssa.IN.gov) by the deadline.
- D. Failure to perform or execute the policies or provisions made in this contract may result in the denial of claim reimbursement.

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 permitted 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 covenants 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 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 written amendments or supplements.

41. 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.

42. Termination for Convenience

This Contract may be terminated, in whole or in part, by the State, which shall include and is not limited to the Indiana Department of Administration 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 the Indiana Department of Administration shall be deemed to be a party to this agreement 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.

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; 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.

44. Travel

No expenses for travel will be reimbursed unless specifically permitted under the scope of services or consideration provisions. Expenditures made by the Contractor for travel will be reimbursed at the current rate paid by the State and 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 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.

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 the 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, changed or deleted the State's Boilerplate contract clauses (as contained in the 2009 OAG/ IDOA *Professional Services Contract Manual*) in any way except for the following clauses which are named below:

- 6. Audits--MODIFIED
- 33. Payments--MODIFIED

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

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 the undersigned's 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.

In Witness Whereof, 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 hereby agree to the terms thereof.

SVC, Inc.:

By: *Seema Verma*
Printed Name: Seema Verma
Title: President, SVC
Date: 7/12/2011

Indiana Family and Social Services Administration:

By: *Michael A. Gargano*
Michael A. Gargano, Secretary
Date: 7/15/11

Department of Administration

[Signature] (for)
Robert D. Wynkoop, Commissioner
Date: 7-20-11

State Budget Agency

[Signature] (for)
Adam M. Horst, Director
Date: 7/21/11

**APPROVED as to Form and Legality:
Office of the Attorney General**

[Signature] (for)
Gregory F. Zoeller, Attorney General
Date: 7-29-11



ATTACHMENT DOCUMENT SUMMARY
6/24/2011

ATTACHMENT: A
AGREEMENT #: 29-11-ZN-1758
AGREEMENT TERM: 05/23/2011-05/22/2012

VENDOR INFORMATION:

LEGAL NAME: SVC, INC.
MAILING ADDRESS: 485 BOIDERWOOD LN
CARMEL, IN 46032
CONTACT NAME: SEEMA VERMA
EMAIL ADDRESS: sverma@svdnc.org
TELEPHONE NUMBER: (317) 809-8536
FAX NUMBER: (317) 571-8848
DIRECTOR'S NAME: SEEMA VERMA
TELEPHONE NUMBER: (317) 809-8536
FAX NUMBER: (317) 571-8848
FSSA CONTRACT CONTACT: Patton, Joe (317) 233-6468
FID/SSN: XX-XXX9528
PS Vendor ID: 0000257665
CHANGE NUMBER: ORIG

FINANCIAL SUMMARY:

CLAIM PROG ID	SERVICE CODE	PROGRAM	EFFECTIVE DATES	AWARD AMOUNT
29-11-ZN-1758-01	1677	Health Exchange	05/23/2011-06/30/2011	\$40,000.00
29-11-ZN-1758-02	1677	Health Exchange	07/01/2011-05/22/2012	\$1,058,000.00
TOTAL DOLLAR AMOUNT:				\$1,098,000.00





ATTACHMENT DOCUMENT DETAIL
6/24/2011

ATTACHMENT: A
AGREEMENT #: 29-11-ZN-1758
AGREEMENT TERM: 05/23/2011-05/22/2012

LEGAL NAME: SVC, INC. **PS Vendor ID:** 0000257665
CLAIM PROGRAM ID: 29-11-ZN-1758-01
PROGRAM TOTAL: 40,000.00 **REGION:** Statewide
FUND DESCRIPTION: Health Exchange Grant, FY11 **CFDA NUMBER:** N/A
FEDERAL YEAR: 2011
EFFECTIVE DATES: 05/23/2011-06/30/2011 **STATE YEAR:** 2011
EFFECTIVE DATES: 05/23/2011-06/30/2011 **STATE YEAR:** 2011
CLOSE OUT DATE: 08/29/2011

SERVICE INFORMATION: 1677 HEALTH EXCH PLAN
SERVICE EFF DATES: 5/23/2011-6/30/2011

COMPONENT DESCRIPTION	COMPONENT DATES	UNITS	RATE	AWARD AMT
.PS PROGRAM STAFF	5/23/11-6/30/11	ACTUAL COST	1.0000	0.00
SERVICE TOTAL:				40,000.00





ATTACHMENT DOCUMENT DETAIL
6/24/2011

ATTACHMENT: A
AGREEMENT #: 29-11-ZN-1758
AGREEMENT TERM: 05/23/2011-05/22/2012

LEGAL NAME: SVC, INC. **PS Vendor ID:** 0000257665
CLAIM PROGRAM ID: 29-11-ZN-1758-02
PROGRAM TOTAL: 1,058,000.00 **REGION:** Statewide
FUND DESCRIPTION: Health Exchange Grant, FY12 **CFDA NUMBER:** N/A
FEDERAL YEAR: 2011
EFFECTIVE DATES: 07/01/2011-05/22/2012 **STATE YEAR:** 2012
EFFECTIVE DATES: 07/01/2011-05/22/2012 **STATE YEAR:** 2012
CLOSE OUT DATE: 07/21/2012

SERVICE INFORMATION:		1677 HEALTH EXCH PLAN		
SERVICE EFF DATES:		7/1/2011-5/22/2012		
COMPONENT DESCRIPTION	COMPONENT DATES	UNITS	RATE	AWARD AMT
.PS PROGRAM STAFF	7/01/11-5/22/12	ACTUAL COST	1.0000	0.00
SERVICE TOTAL:				1,058,000.00



Scope of Work

SVC, Inc., "Contractor," shall provide overall management, project leadership and support for the Indiana State-Operated Health Insurance Exchange Level One Grant activities. The Contractor's scope of work items are listed below:

- **Oversight and Program Integrity.**
 - Work with the State to establish a communication plan, provide weekly work stream progress reports, provide bi-weekly Exchange progress reports, provide quarterly progress reports, post public reports, and review project federal financial reports. Confirm quarterly accomplishments.
 - Support the following meetings: government updates, Medicaid integration, IT system work stream integration, policy work stream integration, joint strategy, IDOI integration, grant financial review
 - To ensure the prevention of waste, fraud, and abuse: develop the project schedule, staffing plan, oversee development of governance model, risk plan, issue plan, and lessons learned documents. Perform stage gate reviews.
 - Support procurements, working in conjunction with the procurement consultant, Ikaso Consulting
 - Conduct core area integration meetings. Consolidate, analyze, and report on core area project accomplishments and barriers. Working in conjunction with the procurement consultant, Ikaso, establish process for performance and success monitoring, financial review and approval, and grant performance reporting.
- **Stakeholder Input.** Support analysis of Exchange questionnaire data and obtain stakeholder input through meetings with insurers, healthcare providers, consumers and businesses as well as regional meetings
- **Governance Structure.** Provide oversight and direction to Ice Miller to evaluate the governance structure of the Exchange, incorporate Indiana Insurance Market, Inc., and draft governance documents for Indiana Insurance Market, Inc.
- **Program Integration.** Work with the State to develop strategies for compliance with a "no wrong door policy" and develop detailed process documentation and operating procedures between the Exchange and other subsidy programs. Work with the financial consultant to create detailed standard operating procedure for cost allocation between federal fund streams.
- **Financial Management.** Work with the State to select a qualified financial consultant. Work with the financial consultant and actuary to develop a funding plan, detailed projected Exchange budget, the financial management staffing plan and the financial management system recommendations.
- **Provide Assistance to Individuals and Small Businesses, Coverage Appeals and Complaints.** Work with the State and the business requirements vendor to develop a decision document describing where consumer assistance functions reside.
- **Develop Business Processes and Requirements for All Exchange Functions to Drive Exchange Design.** Work with the State and the selected business requirements

vendor to develop a business/agency process map. Work with the State to execute the agency process integration and to plan organizational change

The roles and responsibilities of key personnel for this scope of work are described below:

- **Project Director**
 - Be Indiana's Health Care Reform Lead, acting as the Project Director for the Level One Grant activities.
 - Represent the Governor's office and be responsible for leading the State's efforts around the reform, coordinating the agencies, and vendors to lead the Exchange development. He or she will have overall responsibility for the grant and will direct and coordinate all Affordable Care Act (ACA) and grant activities with oversight from the Governor's Office task force.
 - Provide testimony and respond to media inquiries as needed or as directed by the Office of the Governor.
 - Supervise the other SVC team members and all vendors on the Level One Grant.
 - Supervise all resources performing activities for the Level One Grant.

- **Project Coordinator**
 - Assist the Project Director.
 - Conduct research.
 - Oversee all stakeholders' input.
 - Support the business requirement team.
 - Prepare items such as policy papers, reports, state plan amendments, waivers, and PowerPoint presentations for stakeholder meetings under the direction of the Project Director.

- **Exchange Project Manager**
 - Have primary responsibility for developing the Exchange project plan and assure adherence to timelines.
 - Provide status reports to the Executive team and identify and create solutions for any lapses in the timelines.
 - Supervise all Work Stream Project Managers.

- **Project Assistant**
 - Support the Project Manager.
 - Work with the agency teams, Indiana Department of Insurance (IDOI), and Division of Family Resources (DFR) to help organize tasks on the agency level.

Additions to the Scope of Work

The Contractor must receive written approval from the State before commencing work on any task outside of the scope described above. If written approval is not obtained beforehand, the State has the right to decline payment of costs associated with those tasks.

Costs

Cost Breakdown by Key Personnel

Title/Position	Name (if known)	Total Expected Number of Hours	Hourly Rate	Expected Cost
Project Director	Seema Verma	1,400	\$135.00	\$189,000
Project Coordinator	Kaitlyn Shaw	1,400	\$135.00	\$189,000
Exchange Project Manager	Tammy Fisher	2,400	\$165.00	\$396,000
Project Assistant	TBD	2,400	\$135.00	\$324,000
Total Not-to-Exceed Project Cost				\$1,098,000