



STATE OF INDIANA

Request for Proposal

6-58

**INDIANA DEPARTMENT OF ADMINISTRATION (“IDOA”)
And
INDIANA FAMILY AND SOCIAL SERVICES ADMINISTRATION
 (“FSSA”)**

Solicitation for:

ELIGIBILITY DETERMINATION SERVICES

Response Due Date: March 15, 2006

Todd Durnil, Senior Account Manager
Indiana Department of Administration
Procurement Division
402 W. Washington St., Room W468
Indianapolis, Indiana 46204

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Section 1 General Information and Requested Products/Services

1.1 Introduction

The Indiana Department of Administration (IDOA), acting on behalf of the Indiana Family and Social Services Administration (FSSA), requires Eligibility Determination Services for the Division of Family Resources (DFR). It is the intent of IDOA to solicit responses to this Request for Proposal (RFP) in accordance with the statement of work, proposal preparation section, and specifications contained in this document.

This RFP asks Respondents to complete the offer described in their response to RFI 6-C. IDOA and FSSA describe in more detail the end requirements of the requested solution. As with the preceding RFI, it is not the State's intention to prescribe the method by which RFP Respondents will provide eligibility services on behalf of the State of Indiana. It *is* the intention of this RFP to clarify:

- The scope of services in more precision
- The range of acceptable pricing models
- A framework for measuring performance of eligibility services
- More details about the procurement calendar going forward
- A financial framework by which pricing proposals will be compared and evaluated
- Criteria by which Offers will be evaluated
- The bounds of terms and conditions that will be required in ultimate contract negotiations

After reviewing Offers in response to this RFP, IDOA expects to be able to:

- Clearly understand the scope and full cost of services described in the Offer, and be able to distinguish between the Offer and those of other offers (if any) and services currently provided by FSSA
- Clearly define differences in the Technical Solution: in the final Offer as compared to the RFI response, as between Offers, and to the current solution
- Determine how performance would be measured under the Offer
- Compare price between Offers at a detailed level
- Describe the impact the Offer would have on State welfare policy objectives
- Be clear on the proposed transition plan, both operationally and financially
- Understand the proposed governance and operating models
- How the State would ensure quality management, including financial and operational audits

1.2 Definitions and Abbreviations

Following are explanations of terms and abbreviations appearing throughout this RFP. Other special terms may be used in the RFP, but they are more localized and defined where they appear, rather than in the following list.

Acceptance	The designated period following implementation of Eligibility Determination Services. During the acceptance period, the IDOA will monitor all performance of the Eligibility Determination Services.
IAC	The Indiana Administrative Code.
IC	The Indiana Code.
Implementation	The successful implementation of Eligibility Determination Services at the Indiana Government Center as specified in the contract resulting from this RFP.
Installation	The delivery and physical setup of products or services requested in this RFP.
Joint Bid	When two or more companies submit a single proposal in order to be considered in the RFP process. IDOA will not consider joint bids.
Products	Tangible goods or manufactured items as specified in this RFP.
Proposal	An offer as defined in IC 5-22-2-17.
Respondent	An offeror as defined in IC 5-22-2-18.
Services	Work to be performed as specified in this RFP.
State	The State of Indiana.
State agency	As defined in IC 4-13-1-1(b): An authority, board, branch, commission, committee, department, division, or other instrumentality of the executive, including the administrative, department of state government. The term "state agency" does not include the judicial or legislative departments of state government, nor does that term include a state educational institution as defined in IC 20-12-0.5-1.
Vendor	Any successful Respondent selected as a result of the procurement process to deliver the products and services requested by this RFP.

1.3 Purpose of the RFP

The purpose of this RFP is to select a Respondent that can satisfy the State's need for Eligibility Determination Services. It is the intent of Indiana Family and Social Services Administration to contract with a Respondent that provides quality Eligibility Determination Services for the Division of Family Resources.

1.4 Scope of the RFP

This document contains the following information that may be useful to anyone wishing to submit a proposal:

Section One -- A description of many factors affecting the proposal process and procedures.

Section Two -- A description of the required format and subject content of any acceptable proposals offered in response to this document.

Section Three -- A general discussion of the method that will be used by an evaluation team in selecting a Respondent to recommend to State officials with whom to enter contract negotiations.

Attachments -- Details supporting this basic RFP document.

1.5 Issuing Office

In accordance with Indiana statute, including IC 5-23, IDOA is issuing this RFP on behalf of FSSA. This procurement will proceed under IC 5-23, however, we will follow specified sections of IC 5-22 when noted. The content has been prepared by the staff of IDOA, DFR, FSSA, and others. This RFP is being posted to the State's website (<http://www.IN.gov/idoa/proc>) for downloading. A nominal fee will be charged for providing hard copies.

1.6 Due Date for Proposals and Questions

All proposals must be received at the address below by the Procurement Division no later than **3 p.m. Eastern Standard Time** on *March 15, 2006*. Each Respondent must submit one original (marked "Original") and ten (10) complete copies of the proposal, including the transmittal letter and other related documentation as required in this RFP. A complete copy of the proposal must be provided in Microsoft WORD format on a CD-ROM size 700. Each copy of the proposal must follow the format indicated in Section Two of this document. Unnecessarily elaborate brochures or other presentations, beyond those necessary to present a complete and effective proposal, are not desired. All proposals must be addressed to:

Procurement Division
Todd Durnil, Senior Account Manager for FSSA
Indiana Department of Administration
402 West Washington Street, W468
Indianapolis, IN 46204

All proposal packages must be clearly marked with the RFP number, due date, and time due. Any proposal received by the Procurement Division after the due date and time will not be considered. Any late proposals will be returned, unopened, to the Respondent upon request. All rejected proposals not claimed within 30 days of the proposal due date will be destroyed.

No more than one proposal per Respondent may be submitted.

The State accepts no obligations for costs incurred by Respondents in anticipation of being awarded a contract.

All proposals submitted to the State should be double-sided and printed on 30% post-consumer recycled content paper or tree-free paper.

Caution to Respondents about shipping/mailing: United States Postal Express and Certified Mail are both delivered to the Government Center Central Mailroom, and not directly to the designated department. It is the responsibility of the Respondent to make sure that solicitation responses are received by the Procurement Division on or before the designated time and date. Late submissions will not be accepted. The IDOA Procurement clock is the official time for all solicitation submissions.

1.7 Questions/Inquiries

Inquiries are not to be directed to any staff member of FSSA. Todd Durnil, IDOA Procurement Account Manager ("Contact Person"), is the single point of contact on behalf of the State for this RFI. Other than with the consent of the Contact Person or as specifically directed by the Contact Person, all Respondents and any persons affiliated with or in any way related to the Respondents, are strictly prohibited from contacting the State and its officials, employees, consultants, representatives, attorneys and agents (collectively, "Protected Persons") on any matter having to do in any respect with this RFI other than as specifically provided herein. If any Respondent fails to adhere to this prohibition, the State may determine to disqualify and reject such Respondent's Response. Any and all contacts with Protected Persons shall be made only through and in coordination with the Contact Person. Such contacts may be required to be in writing as directed by the Contact Person. Respondents may send written questions to the Contact Person regarding clarification of this RFI to assure full understanding of, and responsiveness to, its requirements. Such action may disqualify Respondent from further consideration for a contract resulting from this RFP.

1.8 Pre-Proposal Conference

It is the decision of the State that no pre-proposal conference is required for this RFP. Individual meetings with Respondents may be scheduled at the State's election.

1.9 Modification or Withdrawal of Offers

Responses to this RFP may be modified or withdrawn in writing with notice sent to IDOA Procurement by mail, fax or e-mail received prior to the exact hour and date specified for receipt of proposals. The Respondent's authorized representative may withdraw the proposal in person, providing his or her identity is made known and he or she signs a receipt for the proposal. Proposals may not be withdrawn after the proposal due date and time has passed.

Modification to, or withdrawal of, a proposal received by the Procurement Division after the exact hour and date specified for receipt of proposals will not be considered. If it becomes necessary to revise any part of this RFP, or if additional data is necessary for a clearer interpretation of provisions

of this RFP prior to the due date for proposals, an addendum will be posted on the IDOA Procurement Division website. If such addenda issuance is necessary, IDOA reserves the right to extend the due date and time of proposals to accommodate such additional data requirements.

1.10 Pricing

IDOA requires that the pricing associated with this RFP be a firm proposal price that must remain open and in effect for a period of not less than 180 days from the proposal due date.

FSSA and IDOA recognize there are certain industry practices for service providers. However, the Departments encourage Respondents, in their responses to the RFP, to be as creative as possible regarding cost to the State, as cost efficiency for the State will be a consideration in determining whether a contract(s) will be awarded based on responses to this RFP.

1.11 Discussion Format/Best and Final Offers

The State reserves the right to conduct discussions, either oral or written, with those Respondents determined by the State to be reasonably viable for ultimate award of a contract. IDOA Procurement will schedule all discussions. Any information gathered through oral discussions must be confirmed in writing.

The request for best and final offers may include:

- Notice that discussions are concluded.
- Notice that this is the opportunity to submit written best and final offers.
- Notice of the date and time for submission of the best and final offer.
- Notice that if any modification is submitted, it must be received by the date and time specified, or it will not be considered.
- Notice of any changes in the State's requirements.

The State reserves the right to reject any or all proposals received or to award, without discussions or clarifications, a contract on the basis of initial proposals received. Therefore, each proposal should contain the Respondent's best terms from a price and technical standpoint.

Following evaluation of the best and final offers, the State may select for negotiations the offers that are most advantageous to the State, considering cost and the evaluation factors in the RFP.

The State also reserves the right to conduct clarifications to resolve minor issues. The State retains sole authority to determine whether contact with Respondents is for clarification or discussion.

1.12 Contract Negotiations

After recommendation of selected Respondents by appropriate officials of the State, contract negotiations will commence. The contract will include the applicable State-required clauses, terms and conditions set out in Attachment B of this document. It may also contain additional provisions presented by the Respondent that are acceptable to the State and additional terms and conditions to

which the parties agree. If at any time contract negotiations are determined to be ineffective by the Commissioner of IDOA or his/her designee, IDOA will cease all activities with that Respondent and begin contract negotiations with the next highest ranked Respondent. This process may continue until either the State executes a completed contract or IDOA determines that no acceptable alternative proposal exists.

1.13 Reference Site Visits

The State may request a site visit to a Respondent's working support center to aid in the evaluation of the Respondent's proposal.

1.14 Type and Term of Contract

The State intends to sign a contract with one or more Respondent(s) to provide the complete set of products and services listed in this RFP. The State will not entertain joint bids.

The term of the contract shall be for a period of 7 years, beginning July 5, 2006 (or from date of final State approval of contract), and ending July 4, 2011 (or 84 months from the start date). There may be 3 one year renewals for a total of ten (10) years at the State's option.

1.15 Contract Obligations

Attachment B of this document is the form of the expected contract resulting from this RFP. Although the State anticipates that any Respondent submitting a proposal will provide the major portion of the products and services as requested, limited subcontracting by the Respondent is acceptable in performing the requirements of this RFP. However, the Respondent must obtain the approval of IDOA before subcontracting any portion of the project's requirements.

The Respondent is responsible for the performance of any obligations that may result from this RFP, and shall not be relieved by the non-performance of any subcontractor. Any Respondent's proposal must identify all subcontractors and describe the contractual relationship between the Respondent and each subcontractor. Either a copy of the executed subcontract or a letter of agreement over the official signature of the firms involved must accompany each proposal.

This RFP is subject to the Minority Business and Women's Enterprise Program. The requirements are explained elsewhere in the RFP.

Any subcontracts entered into by the Respondent must be in compliance with all State statutes, and will be subject to the provisions thereof. For each portion of the proposed products and services to be provided by a subcontractor, the technical proposal must include the identification of the functions to be provided by the subcontractor and the subcontractor's related qualifications and experience.

The combined qualifications and experience of the Respondent and any or all subcontractors will be considered in the State's evaluation. The Respondent must furnish information to the State as to the

amount of the subcontract, the qualifications of the subcontractor for guaranteeing performance, and any other data that may be required by the State. All subcontracts held by the Respondent must be made available upon request for inspection and examination by appropriate State officials, and such relationships must meet with the approval of the State.

1.16 Confidential Information

Respondents are advised that materials contained in proposals are subject to the Indiana Public Records Act, IC 5-14-3 *et seq.*, and, after the contract award, the entire RFP file may be viewed and copied by any member of the public, including news agencies and competitors. Respondents claiming a statutory exception to the Indiana Public Records Act must place all confidential documents (including the requisite number of copies) in a sealed envelope clearly marked “Confidential” and must indicate in the transmittal letter and on the outside of that envelope that confidential materials are included. The Respondent must also specify which statutory exception of the Public Records Act applies. The State reserves the right to make determinations of confidentiality. If the State does not agree that the information designated is confidential under one of the disclosure exceptions to the Indiana Public Records Act, it may either reject the proposal or discuss its interpretation of the allowable exceptions with the Respondent. If agreement can be reached, the proposal will be considered. If agreement cannot be reached, the State will remove the proposal from consideration for award and return the proposal to the Respondent. The State will not determine prices to be confidential information.

1.17 State of Indiana Obligations

The State accepts no obligations for costs incurred by Respondents in anticipation of being awarded a contract.

The State creates no obligation, expressed or implied, by issuing this RFP or by receipt of any responses submitted pursuant hereto. The award of any contract(s) as a result of this RFP shall be at the sole discretion of FSSA and IDOA. Neither this RFP nor any response (proposal) submitted hereto are to be construed as a legal offer.

1.18 Contract Components

Any or all portions of this RFP and any or all portions of the Respondent’s response may be incorporated by reference as part of the final contract. Proprietary or confidential material submitted properly (see Section 1.15) will not be disclosed.

1.19 Proposal Life

All proposals made in response to this RFP must remain open and in effect for a period of not less than 180 days after the due date for proposals. Any proposal accepted by the State for the purpose of contract negotiations shall remain valid until superseded by a contract or until rejected by the State.

1.20 Taxes

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

1.21 Secretary of State Registration

In accordance with IC 5-22-16-4, before an out-of-state Respondent can do business with the State, the Respondent must be registered with the Indiana Secretary of State. If an out-of-state Respondent does not have such registration at present, the Respondent should contact:

Secretary of State of Indiana
Corporation Division
402 West Washington Street, E018
Indianapolis, IN 46204
(317) 232-6576

for the necessary application form. It is each Respondent's responsibility to register prior to the initiation of any contract discussions.

1.22 Equal Opportunity Commitment

Pursuant to IC 4-13-16.5 and in accordance with 25 IAC 5-5-3, the Director of the Procurement Division of IDOA has determined that there is a reasonable expectation of minority and woman business enterprise participation in a contract awarded under this RFP. Therefore a contract goal of 7 % IDOA-certified minority business enterprise participation and 10 % IDOA-certified woman business enterprise participation has been established and all Respondents will be expected to comply with the regulation set forth in 25 IAC 5-5-3.

Compliance with these regulations will be taken in to consideration during the evaluation phase of the RFP process.

1.23 MBE/WBE Participation Plan

In accordance with 25 IAC 5-5, the Respondent must submit with its proposal a Minority and Women's Business Enterprise participation plan. Failure to provide the minority and women's business participation plan at the time of proposal submission may result in the disqualification and rejection of the proposal. Please note that IDOA reserves the right to verify all information included on minority and women's business enterprise participation plans before making final determinations of the Respondent's responsiveness.

Additionally, the plan must show that there are IDOA certified racial minority owned enterprises and IDOA certified women owned enterprises participating in the contract. The participation can be, but is not limited to, a subcontractor or second tier participation with common suppliers such as office

supplies, courier services and/or janitorial services. The Respondent submitting an offer must indicate the name of the IDOA certified racial and women owned firms that will participate in the award, a contact name and phone number, the service to be supplied and the specific dollar amount from this contract that will be directed toward each firm.

The Respondent is expected to demonstrate a good faith effort to meet the participation goal of 7% for IDOA certified minority participation and 10% for IDOA certified women owned business participation. A good faith effort consists of documenting the effort that was made to achieve the goal. Respondents are encouraged to contact and work with the Minority Business and Women's Enterprise Division of the Indiana Department of Administration to design a plan to meet established goals. The Minority Business and Women's Enterprise Division's website address is www.IN.gov/idoa/minority and contains a complete list of all IDOA certified MWBE's.

Minority & Women's Business Enterprise Participation Letter of Acknowledgment

A signed letter(s), on company letterhead, from the minority and/or women owned business must accompany the Minority and Women's Enterprise participation plan. This letter(s) shall state and will serve as acknowledgement from the minority and/or women owned business of their level of participation in this solicitation. The State reserves the right to deny participation points if the letter(s) is not attached. The State reserves the right to deny participation points if the letter(s) is attached but is not on company letterhead, is not signed and/or does not reference and match the level of participation for this solicitation.

By submission of the proposal, the Respondent acknowledges and agrees to be bound by the regulatory processes involving the State's Minority and Women's Business Enterprise Program. Questions involving the regulations governing the minority and women's business enterprise participation plan should be directed to:

Minority Business and Women's Enterprise Division
Indiana Department of Administration
402 W. Washington St., Room W469
Indianapolis, IN 46204
(317) 232-3061

1.24 U.S. Manufactured Products

Each proposal must contain an explanation of what steps will be used to encourage the use of American-made products. The State does apply a U.S. Manufactured preference as set out in IC 5-22-15-21. Services delivered under this RFP must be based in the United States.

1.25 Recycled Products

Each proposal should contain an explanation of what recycled materials are used and identify the recyclability of products offered in response to this RFP. The State does apply a price preference for recycled products as set forth in IC 5-22-15-16.

1.26 Americans with Disabilities Act

The Respondent specifically agrees to comply with the provisions of the Americans with Disabilities Act of 1990 (42 U.S.C. 12101 *et seq.* and 47 U.S.C. 225)

1.27 Summary of Milestones

The following timeline is only an illustration of the RFP process. The dates associated with each step are not to be considered binding. Due to the unpredictable nature of the evaluation period, these dates are commonly subject to change. At the conclusion of the evaluation process, all Respondents will be informed of the evaluation team's findings.

Table 1: Calendar

ACTIVITY	COMPLETION DATE
First Press Notice	01/30/2006
Second Press Notice	02/06/2006
RFP Release	02/09/2006
Respondent meetings	02/20/2006
RFP Responses Due	03/15/2006
Respondent Presentations	03/23/2006
Notify Selected Respondents	04/03/2006
Formal Discussions begin	04/03/2006
Formal Discussions end	05/23/2006
BAFO Due	05/23/2006
Final Selection	06/01/2006
Contract Negotiations	06/01/2006
Contract Finalization	06/29/2006
Public Hearing	06/30/2006
Contract Award	07/05/2006

1.28 Evidence of Financial Responsibility (25 IAC 1.1-1-5)

No evidence of financial responsibility need be attached.

Section 2 Proposal Preparation Instructions

2.1 General

To facilitate the timely evaluation of proposals, a standard format for proposal submission has been developed and is described in this section. All Respondents are required to format their proposals in a manner consistent with the guidelines described below:

- Each item must be addressed in the Respondent's proposal or the proposal may be rejected.
- The transmittal letter must be in the form of a letter. The business and technical proposals must be organized under the specific section titles as listed below.
- The State may, at its option, allow all Respondents a five-calendar-day period to correct errors or omissions to their proposals. Should this necessity arise, the State will contact each Respondent affected. Each Respondent must submit written corrections to the proposal within five calendar days of notification. The intent of this option is to allow proposals with only minor errors or omissions to be corrected. Major errors or omissions, such as the failure to include prices, will not be considered by the State as a minor error or omission and may result in disqualification of the proposal from further evaluation.

2.2 Transmittal Letter

The Transmittal Letter must address the following topics except those specifically identified as "optional."

2.2.1 Summary of Ability and Desire to Supply the Required Products and Services

The transmittal letter must briefly summarize the Respondent's ability to supply the requested products and services that meet the requirements defined in Section Three of this RFP. The letter must also contain a statement indicating the Respondent's willingness to provide the requested products and services subject to the terms and conditions set forth in the RFP including, but not limited to, the State's mandatory contract clauses.

2.2.2 Signature of Authorized Representative

A person authorized to commit the Respondent to its representations and who can certify that the information offered in the proposal meets all general conditions including the information requested in Section 1.31.4, must sign the transmittal letter. **In the transmittal letter, please indicate the principal contact for the proposal along with an address, telephone and fax number as well as an e-mail address if different than individual authorized for signature.**

2.2.3 Respondent Notification

Unless otherwise indicated in the Transmittal Letter, Respondents will be notified via e-mail.

It is the Respondent's obligation to notify the Procurement Division of any changes in any address that may have occurred since the origination of this solicitation. The Procurement Division will not be held responsible for incorrect Respondent/contractor addresses.

2.2.4 Other Information

This item is optional. Any other information the Respondent may wish to briefly summarize will be acceptable.

2.3 Business Proposal

The Business Proposal must address the following topics except those specifically identified as "optional."

2.3.1 General

This Request for Proposal (RFP) is being issued as a follow-on to the Request for Information 6-C, for Eligibility Determination Services. The intent of the RFP is to ask Respondents to:

- Refine the solutions proposed in the RFI response, based on information gathered in the period since your response was submitted.
- Estimate and cost out the complete cost of your solution to the State. This will consist of your Service Delivery cost and the State's retained costs.
- Propose creative methods to enable the transformation of Indiana's Welfare to Work Programs and a suitable compensation methodology advantageous to both the Respondent and the State.

2.3.2 Required Contract Clauses

Indiana law requires the inclusion of certain language in all contracts. In addition, the nature of the products and services requested in this RFP may present a need for the inclusion of certain commitments in any contract resulting from this RFP. Attachment B of this document contains a sample contract that could be similar to the one resulting from this RFP. Some clauses within the sample contract are mandatory and other clauses are desirable to the State. NOTE: Those clauses that are mandatory are as follows:

- Duties of contractor, rate of pay, and term of contract
- Conflict of Interest
- Drug-free workplace provision and certification
- Funding Cancellation
- Non-collusion and Acceptance
- Non-discrimination clause
- Ethics
- Indemnification

Respondents should review these clauses in detail because a specific agreement to these clauses is required in the Transmittal Letter. If a Respondent wishes to suggest alternative wording for

one or more of these mandatory clauses without changing the intent, these suggestions may, at the Respondent's option, be documented in this section of the Business Proposal. The Respondent's suggested language will be considered by the State during the contract negotiation process. The State's willingness to consider alternative language does not change the requirement that the Respondent agree in the Transmittal Letter to the acceptance of the State mandatory clauses as written.

Attachment B also includes a number of desirable clauses that the State seeks to include in any contract resulting from this RFP but which are not mandatory under State law. For each of these desirable clauses, the Respondent should either indicate that the desired clause is acceptable as worded; suggest specific alternative wording to address issues raised by the specific clause; or indicate the desired clause is unacceptable and state why. Any additional language required by a Respondent that is found to be unacceptable to the State may lead to the rejection of that Respondent's proposal.

2.3.3 Pricing

The State requests the pricing associated with this RFP be a firm proposal price that must remain open and in effect for a period of not less than 180 days from the proposal due date as well as any extensions agreed to in the course of contract negotiations.

The financial proposal shall contain the following:

The Financial Proposal shall contain all cost information in the format specified in Attachment G of this RFP.

CONFIDENTIAL, PROPRIETARY COMMERCIAL INFORMATION OR TRADE SECRETS
Identify those portions of your Financial Proposal you consider to be confidential, proprietary commercial information, or trade secrets.

The Respondent shall provide the services and products, illustrated in Attachment F, at a flat monthly all-inclusive rate. It is expected that the Respondent will provide all services required to provide Eligibility Determination Services with the exception of those tasks that by law require State performance or tasks clearly delineated as State retained tasks.

It is assumed that the Contractor shall hold all proposed and required software licenses and hardware and lease and miscellaneous expenses generally required in the delivery of service.

2.3.4 Authorizing Document

Respondent personnel signing the Transmittal Letter of the proposal must be legally authorized by the organization to commit the organization contractually. This section shall contain proof of such authority. A copy of corporate bylaws or a corporate resolution adopted by the board of directors indicating this authority will fulfill this requirement.

2.3.5 Subcontractors

The Respondent must list any subcontractor's name, address and state of incorporation that are proposed to be used in providing the required products and services. The subcontractor's responsibilities under the proposal, anticipated dollar amount for subcontract, the subcontractor's form of organization, indication that the subcontractor was registered with the Indiana Secretary of State (see Attachment B for forms of businesses required to register), if required, and an indication from the subcontractor of a willingness to carry out these responsibilities are to be included for each subcontractor. This assurance in no way relieves the Respondent of any responsibilities in responding to this RFP or in completing the commitments documented in the proposal. The Respondent must indicate which, if any, subcontractors qualify as a Minority or Women Owned Business under IC 4-13-16.5-1. See Section 1.22 and Attachment A for Minority and Women Business information.

2.3.6 Respondent Contract Requirements

If the Respondent wishes to include any language other than that discussed in the Business Proposal, this language should be included in this section. For each clause included in this section, the Respondent should indicate that the clause is required by the Respondent in any contract resulting from this RFP and why it is required (if the required clause is unacceptable to the State, the Respondent's proposal may be considered unacceptable) or indicate that the clause is desired (but not required) by the Respondent in any contract resulting from this RFP.

2.3.7 Release and Covenant Not to Sue

It is an express condition of responding to this RFP and the consideration of any such Response that the Respondent release and covenant not to sue the state and state agencies regarding the RFI or this RFP. Each Respondent will be required to submit with its Response to this RFP an executed copy of the Release and Covenant Not to Sue attached hereto as Attachment H.

2.4 Technical Proposal

The Technical Proposal must be divided into the sections as described below. Every point made in each section must be addressed in the order given. The same outline numbers must be used in the response. RFP language should not be repeated within the response. Where appropriate, supporting documentation may be referenced by a page and paragraph number. However, when this is done, the body of the technical proposal must contain a meaningful summary of the referenced material. The referenced document must be included as an Attachment to the technical proposal with referenced sections clearly marked. If there are multiple references or multiple documents, these must be listed and organized for ease of use by the State.

See Attachment D for Technical Requirements.

2.5 MBE/WBE Participation Plan

A properly completed and signed MWBE Participation Plan (Attachment A) must be included as part of the proposal. Respondents must indicate the name of the IDOA-certified racial minority and IDOA-certified woman owned firm(s) with which it will work; the contact name and phone number at the firm(s); the service supplied by the firm(s); and the specific dollar amount from this contract that will be directed toward each firm. If the goals described in section 1.21, above, can not be achieved by directing proceeds from a contract awarded pursuant to this RFP toward IDOA-certified racial minority and IDOA-certified woman owned enterprises, the Respondent may demonstrate that an amount, equal to each of the above goals, of the firms overall annual proceeds (from all business) are directed to IDOA certified racial minority and/or woman owned enterprises. Please note: Respondents' claims for participation will be validated prior to contract award.

2.6 Indiana Economic Impact

All companies desiring to do business with state agencies must complete an "Indiana Economic Impact" form (Attachment C). The form asks for, among other information:

- a. The amount of the contract that is being allocated for payroll and benefits to Indiana residents
- b. The amount that is being awarded to Indiana subcontractors and suppliers
- c. The amount that is being subcontracted to Indiana certified minority and women owned businesses

The collection and recognition of the information collected with the Indiana Economic Impact form places a strong emphasis on the economic impact a project will have on Indiana and its residents regardless of where a business is located. The collection of this information does not restrict any company or firm from doing business with the state.

2.7 Buy Indiana Initiative/Indiana Company

Defining an Indiana Business:

"Indiana business" refers to any of the following:

- (1) A business whose principal place of business is located in Indiana.
- (2) A business that pays a majority of its payroll (in dollar volume) to residents of Indiana.
- (3) A business that employs Indiana residents as a majority of its employees.
- (4) A business that makes significant capital investments in Indiana.
- (5) A business that has a substantial positive economic impact on Indiana.

Respondents claiming this status must indicate which of the provisions above qualifies them as an Indiana business. They must also fully complete the Indiana Economic Impact Form (Attachment C) and include it with their response.

The following is the policy concerning items 4 & 5 described above:

Substantial Capital Investment:

Any company that can demonstrate a minimum capital investment of \$5 million or more in plant and/or equipment or annual lease payments of \$2.5 million or more shall qualify as an Indiana business under category #4. If an out of state company does not meet one of these criteria, it can submit documentation/justification to the State for review for inclusion under this category.

Substantial Indiana Economic Impact:

Any company that is in the top 500 companies (adjusted) for one of the following categories: number of employees (DWD), unemployment taxes (DWD), sales tax (DOR), payroll withholding taxes (DOR), or Corporate Income Taxes (DOR); it shall qualify as an Indiana business under category #5. If an out of state company does not meet one of these criteria, it can submit documentation/justification to the State for review for inclusion under this category.

2.8 Size of the Response

An Offer in response to this RFP is limited to the equivalent of one hundred (100) 8½ x 11 inch single-sided pages (i.e. 50 double-sided sheets) plus the following required components, none of which shall count as part of the 100 page limit:

- General Section
- Table of Contents
- Executive Summary, not to exceed ten (10) pages
- Description of any modifications to the solution described in the RFI Response
- Tables in Attachment A through H
- Amended RFI response (with Changes Highlighted)

Responses may include fold-out or oversized pages provided the surface area of the Response does not exceed the prescribed total. Text should be 12 point or larger Times New Roman or Arial font.

Section 3 PROPOSAL EVALUATION

3.1 Proposal Evaluation Procedure

The State of Indiana has selected a group of personnel to act as a proposal evaluation team. Subgroups of this team, consisting of one or more team members, will be responsible for evaluating proposals with regard to compliance with RFP requirements. All evaluation personnel will use the evaluation criteria stated in Section 3.2.

The procedure for evaluating the proposals against the evaluation criteria will be as follows:

1. Each proposal will be evaluated for form on a pass/fail basis. Proposals that are incomplete or otherwise do not conform to proposal submission requirements will normally be eliminated from consideration. Respondents should note that agreement to the State's mandatory contract clauses is required in the Transmittal Letter and will be evaluated for such under the form category.
2. Each proposal will be evaluated on the basis of the categories included in Section 3.2. A point/percentage score will be established for each category.
3. If technical proposals are close to equal, greater weight could be given to price.
4. Based on the results of this evaluation, the qualifying proposal determined to be the most advantageous to the State, taking into account all of the evaluation factors, may be selected by IDOA and FSSA for further action, such as contract negotiations. If, however, IDOA and FSSA decide that no proposal is sufficiently advantageous to the State, the State may take whatever further action is deemed necessary to fulfill its needs. If, for any reason, a proposal is selected and it is not possible to consummate a contract with the Respondent, IDOA may begin contract preparation with the next qualified Respondent or determine that no such alternate proposal exists.

3.2 Evaluation Criteria

Proposals will be evaluated based upon the proven ability of the Respondent to satisfy the requirements of the RFP in a cost-effective manner. Each of the evaluation criteria categories is described below with a brief explanation of the basis for evaluation in that category. The percentage of the total point score associated with each category is indicated following the category name (total maximum points = 100).

Evaluation will be conducted in two steps:

- The written response to the RFP will be evaluated.
- Oral presentations will be evaluated, and the complete technical proposal will be ranked

Award of the Contract will be made to the responsible Respondent whose proposal is determined to be the most advantageous to the State considering the factors set forth in this solicitation. The State reserves the right to enter into contract negotiations with more than one Respondent.

The purpose of Offer evaluation is to determine which (if any) Respondents will be asked to participate in the BAFO process. The State reserves the right to invite any or all of the Respondents to submit a BAFO.

FSSA/IDOA will select an evaluation team to review Offers. Proposals will be evaluated according to Table 2, below.

Table 2: Evaluation Criteria

Factor	Points
Adherence to Requirements	Pass/Fail
Technical, Management and Policy Solution	30 points
Indiana Economic Impact	10 points
Buy Indiana Initiative	15 points
Minority Business Participation Plan	10 points
Women's Business Participation Plan	10 points
Price	25 points

3.3 Technical, Management and Policy Solution

Proposed solutions should build upon the foundation of the solutions presented in the RFI effort. As outlined in the Table 2, proposals will be largely evaluated by program impact and operational effectiveness.

Besides providing the eligibility solution, Respondent is expected to manage and influence the stakeholders in the eligibility process in order to achieve policy targets. In addition to output based measurements, Respondent proposals are evaluated by the amount of the proposed fixed price that the Respondent offers to put at risk to ensure that operations achieve policy objectives.

The total price may be reduced by the agreed upon amount in the event that the Respondent fails to achieve commitments in three areas: error reduction, work alignment and operations. FSSA strongly desires that the Respondent not only achieve commitments but surpasses them, and to that end will agree to pay the Respondent for superior performance in an amount up to the maximum proposed risk amount, based on a mutually agreed to cap. Adjustments for performance will be evaluated on a

quarterly basis beginning 12 months after contract commencement. These measurements are predicated upon two conditions:

- The State believes errors occurring in today’s environment can be significantly decreased. These errors cause cases to be opened for ineligible clients, and cause the State to fail to collect as appropriate for claims paid. Errors are caused by delays and can cause eligible recipients to be denied benefits.
- The State is aware that poor policy and operations have contributed to a culture of welfare dependency among some of its clients. Respondent will help address this issue by agreeing to use welfare eligibility and other programs to help clients reduce dependency on welfare assistance and transition into a paid work setting. Prices will be adjusted for performance in achieving certain measures of work alignment.

Table 3 presents performance level targets in three policy areas. Targets will remain in place over the duration of the contract with no price adjustment made during the first 12 months. The Respondent price proposal will identify what percent of the total price is to be “put at risk” to assure achievement of the targets. In the event that the target is missed, the price will be downwardly adjusted in the following month by applying the “at risk percent” to the total fixed price. In the event of partial achievement lying between the lower threshold and target rate, price adjustments will be calculated by adjusting the amount at risk using linear interpolation between the target and low threshold. If the target is exceeded, price may be upwardly adjusted using linear interpolation between the Target and Stretch Goal. Targets will be mutually agreed to in advance, as will the method for calculating rates and amounts. FSSA is now in the process of determining current performance baselines. As part of the contracting process, parties will agree on baselines, targets, lower thresholds and stretch targets, as well as an acceptable audit process to verify results.

Table 3: Illustrative Proposal Evaluation Methodology

Pricing Factor		Policy Impact	Formula	Estimated Baseline	Low Threshold	Target	Stretch Goal	Proposal Evaluation Priority	Percent at Risk
Error Reduction	Long Term Care Client Error Rate	Reduce ineligible cases: <ul style="list-style-type: none"> • Eligibility process errors • Client misrepresentations 	# Ineligible Cases Found by Audit/ Total Cases Audited	35%	50% Over Target	5%	33% Below Target	High	
	Other Client Error Rate	Reduce ineligible cases <ul style="list-style-type: none"> • Medicaid and Food Stamps • Internal error and client misrepresentation 	# Ineligible Cases Found by Audit/ Total Cases Audited	20%	50% Over Target	5%	33% Below Target		
Work Alignment	Work Participation	Increase work engagement and reduce TANF cases <ul style="list-style-type: none"> • Avoid federal penalties • \$30-50MM redeployment of TANF 	# Individuals w/ >30hrs of Eligible Work Activity/ # Individuals Eligible For Work Activity	35%	50% Over Target	60%	33% Below Target	Medium	
	Benefits/ Work Hours Rate	Increase work engagement and reduce TANF as well as Food Stamps cases	Actual Hours Worked by Participants/ (Food Stamps Benefits Paid/ Minimum Wages)	5%	10%	15%	20%		
Operations	Operating KPIs	Build and maintain high-quality, low error eligibility solution	Percent of operational KPIs achieved at the 99% level or above	NA	NA	95%	NA	Low	

3.4 Indiana Economic Impact

The amount of the project being allocated for gross payroll and related fringe benefits for employees that live in Indiana + the amount allocated for subcontractors and suppliers located in Indiana + the amount allocated for State of Indiana certified minority and/or women owned businesses located in Indiana divided by the total amount of the proposal = percentage of proposal's impact on the Indiana economy.

The percentage impact on the Indiana economy will be multiplied by the points allocated for Indiana Economic Impact (Section 3.2) and the resulting number will be the points awarded for Indiana Economic Impact.

3.5 Buy Indiana Initiative

Respondents qualifying as an Indiana Company as defined in Section 2.7 will receive 10 points in this category.

3.6 Minority & Women's Business Participation Plan

Points for each element will be awarded by the corresponding participation indicated in the response in relation to the required amount set out in the Request for Proposal.

Points will be calculated and awarded as follows: The percentage of IDOA certified Minority and/or Women's participation will be multiplied against the total amount of the Respondent's proposal. This represents the maximum or numerator. This number will be divided by the amount actually proposed for IDOA certified Minority and/or Women's participation. The resulting percentage will be multiplied against the total points allowed, currently 10 points for each category. The result will be the points scored for that response.

3.6.1 Minority & Women's Business Enterprise Participation Letter of Acknowledgment

A signed letter(s), on company letterhead, from the minority and/or women owned business must accompany the Minority and Women's Enterprise participation plan. This letter(s) shall state and will serve as acknowledgement from the minority and/or women owned business of their level of participation in this solicitation. The State reserves the right to deny participation points if the letter(s) is not attached. The State reserves the right to deny participation points if the letter(s) is attached but is not on company letterhead, is not signed and/or does not reference and match the level of participation for this solicitation.

3.7 Price

The Respondent should propose a two stage pricing mechanism as follows:

1. A fixed price, quoted over each of the seven year life of the contract plus 3 option years for delivering the scope as delineated by your solution. The pricing format is provided in Attachment G. As a result of your quality initiatives, the State would expect prices to decrease in each year.
2. Respondent should specify how it will ensure the State that the Proposal will achieve the Operational, Policy and other objectives described in Section 2.3, Table 3. The Respondent will specify the amount of the fees they propose to put at risk in each of the categories, as described in Section 2.3 in achieving the specified high level policy goals. The State intends to match this risk fund with an equivalent reward fund for over achievement of these results.
3. Proposal should describe a mechanism by which the Respondent will propose, for State approval, initiatives that will enhance the State eligibility or general family service processes and that will provide significant benefit to the State. In addition to the performance-based incentives provided by the factors in Table 3, proposal should describe how FSSA will participate in gain share on cash savings proposed solution will provide. Proposal should describe the scope of savings included in the gain share, how gain will be measured and verified, and what percent of gain will be paid over what time frame Proposal should describe how the Respondent will make the appropriate investment in these proposed initiatives and provide the State incentive to participate in these proposals.

3.8 Proposal Certification

Responses to this RFP serve as a representation that the Respondent has properly registered as required by law with the Secretary of State and that it has no current or outstanding criminal, civil, or enforcement actions initiated by the State of Indiana, and it agrees that it will immediately notify the State of any such actions. The Respondent also certifies that neither it nor its principals are presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. The Respondent agrees that the State may confirm, at any time, that no such liabilities exist, and, if such liabilities are discovered, that State may bar the Respondent from contracting with the State, 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.

All proposals will be reviewed by members of FSSA and IDOA. References may be contacted. It is possible that persons participating in the selection process, through IDOA, will interview finalists. The Commissioner of IDOA or his designee will, in the exercise of his sole discretion, determine which proposals offer the best means of servicing the interests of the State. The exercise of this discretion will be final.

Attachments

Attachment A: MBE/WBE Participation Plan

An offeror is expected to submit in each response a Minority Business & Women's Enterprise Participation Plan in accordance with 25 IAC 5 and IC 4-13-16.5. In the Plan, the offeror must show that there are Indiana certified racial minorities and woman owned enterprises participating in the proposed contact. While the participation may be as a subcontractor, second tier participation with common suppliers (e.g., office suppliers, courier serves) is acceptable. Respondents must indicate the name of the Indiana certified racial minority owned firm(s) with which it will work; the contact name and phone number at the firm(s); the service supplied by the firm(s); and the specific dollar amount from this contact that will be directed toward each firm. If the goal for this solicitation cannot be directed toward Indiana certified racial minority or woman owned enterprises, the Respondent may demonstrate that a minimum of an amount equal to the goal of overall annual proceeds) from all business) are directed to Indiana certified racial and woman owned enterprises. Please note: If the Trade is an overhead item for your entire business, please calculate the proportion of the business that will actually apply to the solicitation in question.

Failure to provide the Plan at the time of proposal submission may result in the disqualification and rejection of the offer. The Indiana Department of Administration reserves the right to verify all information included in the Minority and Women Business Enterprise Participation Plan before making final determination of the offeror's responsiveness and responsibility.

The offeror should demonstrate a good faith effort to meet the goal for example by working with the Minority and Women Business Development office of the Indiana Department of Administration to design a plan to meet the goal in an acceptable time period

Minority & Women's Business Enterprise Participation Letter of Acknowledgement

A signed letter(s), on company letterhead, from the minority and/or women owned business must accompany the Minority and Women's Enterprise participation plan. This letter(s) shall state and will serve as acknowledgement from the minority and/or women owned business of their level of participation in this solicitation. The State reserves the right to deny participation points if the letter(s) is not attached. The State reserves the right to deny participation points if the letter(s) is attached but is not on company letterhead, is not signed and/or does not reference and match the level of participation for this solicitation.

By submission of the offer, the offeror thereby acknowledges and agrees to be bound by the regulatory processes involving the State of Indiana's Minority Business Enterprise Program. Questions involving the regulations governing the Minority and Women Business Enterprise Participation Plan should be directed to the Compliance Manager of the Minority and Women's Business Enterprise Development office at 317/232-3061.

MBE/WBE PARTICIPATION PLAN

RFP # _____ DUE DATE _____

RFP NAME _____

OFFEROR _____

ADDRESS _____

CITY/STATE/ZIP _____

PHONE() _____

The following Indiana certified minority and women owned firms will be participating in the RFP according to the following schedule:

MBE/WBE	PHONE	COMPANY NAME	TRADE	AMOUNT
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_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____
_____	_____	_____	_____	_____

Please indicate which firms are MBE and which are WBE

***If additional room is necessary, please attach a separate page**

THIS DOCUMENT MUST BE INCLUDED IN YOUR PROPOSAL

Attachment B: Sample Contract Terms

This Contract (“this Contract”), entered into by and between _____ (the “State”) and _____ (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. The Contractor shall provide the following services relative to this Contract:

2. Consideration. The Contractor will be paid at the rate of _____ for performing the duties set forth above. Total remuneration under this Contract shall not exceed _____.

3. Term. This Contract shall be effective for a period of _____. It shall commence on _____ and shall remain in effect through _____.

Please be advised that the following paragraphs 4 through 47 are defined by IDOA as State Boilerplate clauses. State Boilerplate clauses shall remain unaltered and in their standard form, unless any changes or alterations are documented as required under Paragraph 47, “Boilerplate Affirmation Clause”.

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 term, 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 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.

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 certifies that 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 shall agree 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 rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this contract require formal modification.

B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State, as set forth in IC § 4-2-6 *et seq.*, IC § 4-2-7, *et. seq.*, 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 and IC § 4-2-7.

C. The Contractor certifies by entering into this Contract 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 Contract 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 pending or outstanding criminal, civil, or enforcement actions initiated by the State 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, amendment, change order or other contractual device issued pursuant to this Contract.

E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State 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 may be deemed is a material breach of this contract and grounds for immediate termination of the Agreement and denial of further work with the State.

H. The Contractor hereby affirms that, if it is an entity described in IC Title 23, 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 Contractor 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 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 Contractor may contain confidential and protected information. . Therefore, the Contractor covenants 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.

12. 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.

13. Continuity of Services.

- A. The Contractor recognizes that the service(s) to be performed under this Contract are vital to the State and must be continued without interruption and that, upon Contract expiration, a successor, either the State or another contractor, may continue them. The Contractor agrees to:
 1. Furnish phase-in training, and
 2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- B. The Contractor shall, upon the State's written notice:
 1. Furnish phase-in, phase-out services for up to sixty (60) days after this Contract expires, and
 2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required.

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

- C. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- D. The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).

14. Debarment and Suspension.

A. The Contractor certifies, by entering into this Contract, that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. 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 also further certifies that it has verified the suspension and debarment status for all sub-contractors receiving funds under this Contract and shall be solely is solely responsible for any recoupmets 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 its contractual relationship with the sub-contractor for work to be performed under this Contract.

15. Default by State.

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

16. Disputes.

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.

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:

1. 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.

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

17. 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 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 it's 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.

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 Budget Director 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 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, 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 ventures 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 Contractor provides any information technology related products or services to the State, Contractor shall comply with all Indiana Office of Technology (IOT) standards, policies, and guidelines, which are online at <http://iot.in.gov/architecture/>. 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 Contractor fails to cure a breach of this provision within a reasonable time.

25. Insurance.

A. 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 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 Contract 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 Contract 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 agency.

4. 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 undersigned State agency representative prior to 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 to this Contract is _____

27. 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, or if disciplinary action is taken against the applicable licensure, certification, or accreditation, the Contractor shall notify 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, in any manner, except by written agreement signed by all necessary parties.

29. Minority and Women Business Enterprise Compliance.

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

30. 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.

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:
(Include contact name and/or title, name of agency, specific address.)

B. Notices to the Contractor shall be sent to:
(Include contact name and/or title, name of Vendor, specific address.)

address designated by Form W-9 on file with the auditor of state which is:
(Be specific.)

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, (2) attachments prepared by the State, (3) RFP#_____, (4) Contractor's response to RFP#_____, and (5) attachments prepared by the Contractor. 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 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.

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.

All payment obligations shall be made in arrears in accordance with Indiana law, in part, IC 4-13-2-20 and state fiscal policies and procedures.

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 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 written modification thereof, amendments or supplements.

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.

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 by the State at the current rate paid by the State of Indiana and . 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 current IDOA Professional Services Contract Manual) in any way except for the following clauses: _____

_____.

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 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 their 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: _____
Title: _____
Date: _____

Attested By: _____

State of Indiana Agency:

By: _____
Printed Name: _____
Title: _____
Date: _____

**Indiana Office of Technology Oversight
Commission**

By: _____
Printed Name: _____
Title: _____
Date: _____

Department of Administration

Earl A. Goode, Commissioner
Commissioner
Date: _____

State Budget Agency

Charles E. Schalliol, Director
Director
Date: _____

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

Stephen Carter, Attorney General
Attorney General
Date: _____

Attachment C: Indiana Economic Impact Form



INDIANA ECONOMIC IMPACT – PROPOSALS AND CONTRACTS

State Form 51778 (R/8-04)

Approved by State Board of Accounts, 2004

This information is required by the Indiana Department of Administration for all contractors, vendors/suppliers to the State of Indiana (complete all 26 items – indicate “N/A” if not applicable).

1. Legal name of firm: _____

2. Address: _____ City: _____ State: _____ Zip Code: _____

3. Telephone #: _____ Fax #: _____ Website: _____

4. Federal Tax Identification Number: _____

5. State/Country of domicile/incorporation: _____

6. Location of firm’s headquarters or principal place of business: _____

7. Name of parent company or holding company (if applicable): _____

8. State/Country of domicile/incorporation of company listed in #7: _____

9. Address of company listed in #7: _____

10. IN Dept. of Workforce Development (DWD) account number: _____

11. IN Dept. of Revenue account number: _____

12. Number of Indiana resident employees per most recently completed IRS Form W-2 distribution:

13. Total number of employees per most recently completed IRS Form W-2 distribution: _

14. Total amount of payroll paid to Indiana resident employees per most recently completed IRS Form W-2 distribution: \$ _____

15. Total amount of payroll paid to all employees per the most recently completed IRS Form W-2 distribution: \$ _____

16. Number of Indiana resident employees reported to DWD for the latest calendar quarter:

17. Number of Indiana resident shareholders/partners (IRS pass-through entities only):

18. Total amount of this proposal, bid, or current contract: \$ _____

19. Estimated amount of #18 to be expended for gross payroll to Indiana resident employees **specifically for this proposal or contract:** \$ _____

20. Estimated amount of #18 to be paid to subcontractors, excluding that listed in #22 below, and suppliers located in Indiana **specifically for this proposal or contract:**
\$ _____

21. List of subcontractors and suppliers totaling amount in #20:

Company Name
Address

Contact Person
Telephone Number
Tax ID Number

*** Attach a separate sheet of paper if more space is needed for additional subcontractors or suppliers.**

22. Estimated amount of #18 to be paid to State of Indiana certified minority, women and/or disadvantaged owned business enterprises (MBE/WBE/DBE) located in Indiana (consult listing at <http://www.IN.gov/idoa/minority>) **specifically for this proposal or contract** (not included in #20 above): \$ _____

23. List of State of Indiana certified MBE, WBE and/or DBE firms totaling amount in #22:

Company Name
Address

Contact Person
Telephone Number
Tax ID Number

*** Attach a separate sheet of paper if more space is needed for additional MBE and WBE firms.**

24. If the contractor claims the preference as an Indiana Business described in subsection (a)(4) of Section 2 of House Enrolled Act No. 1080 please provide a description of the capital investments made in Indiana and a statement of the amount of those capital investments. (If additional space is needed please attach and note Attachment number below)

25. If the contractor claims the preference as an Indiana Business described in subsection (a)(5) of Section 2 of House Enrolled Act No. 1080 please provide a description of the substantial

positive economic impact the contractor has on Indiana. (If additional space is needed please attach and note Attachment number below)

26. Affirmation by authorized official: I affirm under penalties of perjury that the foregoing representations are true to the best of my knowledge and belief:

Signature: _____

Name of authorized official: _____

Title: _____

Date: _____

Attachment D: Scope of Services

A Respondent will take responsibility for providing Eligibility Services with its own staff. These core functions will be carried out in conjunction with certain state employees who will remain part of FSSA. As required by Federal law, a merit state employee shall remain responsible for the final eligibility determination. A merit state employee is an employee of the State of Indiana within the merit pay structure whose job description includes eligibility determination.

Attachment F presents a more detailed Activity Dictionary. This is a result of an internal workshop of State Subject Matter Experts who carefully reviewed and documented current operating processes and roles in FSSA client eligibility. This represents an expanded level of detail over the RFI and the State wishes to give each Respondent the opportunity to amend their proposed solutions to the latest available information. Information is presented in this RFP and Attachments and in the State Data Repository found on the IDOA website.

The State requires that the Respondent manage and deliver the complete IMPACT program and requests that the current IMPACT Budget be included as a separate line item in your pricing schedule. State law requires there to be a facility for clients to physically go in their county to apply for benefits. State and Federal law require voter registration be conducted at each of these offices. Respondent will be responsible for having an office in each county. The eventual vendor will also be responsible for conducting voter registration at each of these offices. The final transmittal and oversight of the registration will be conducted by a State employee in conformance with State and Federal law.

Output-based Metrics are specified in this document in Section 3.3. You are asked to specify your commitment to policy improvements to complete your bid. In line with the State's priorities and expenditures, the priority of these program goals is: Error Reduction and Work Alignment.

To minimize fraudulent activity, the state contemplates re-issuing its current EBT (Electronic Benefit Transfer) cards in order to include biometric information. These cards are issued to recipients of :

Program	Approximate Users
Food Stamps/TANF	800,000
Medicaid	600,000
CCDF (Child Care Development Fund)	20,000

Respondents should propose a solution and timeframe for accomplishing the following:

- Design Card
 - Propose design with Biometric Information to State and Current Vendor
 - Revise and gain acceptance
 - Produce cards

- Validate recipients
 - Generate / clean data of valid card holders
 - Communicate potential fraudulent activity through data matching
 - Propose equipment required to capture biometric information
 - Procure
 - Analyze equipment/software/process changes for providers (e.g. care givers, grocers)
 - Plan for Change Management at users
- Card Issuance
 - Schedule recipients to facilities
 - Validate recipients
 - Void old cards
 - Collect biometrics
 - Issue new card
 - Update card vendor

D-1 Technical and Operational Solutions

The proposal should be based on the Respondent’s most up-to-date information and understanding of FSSA’s needs. Respondent should carefully reconsider any aspects of its Response to RFI 6-C in light of subsequent findings or information, including any information contained in this RFP. Proposals should:

- Completely describe the Technical and Operational Solutions within the Proposal. Respondent must include a complete Technical Solution description, with changes summarized in section D-1.1 below.
- Describe in detail any substantive changes to the Technical and Operational Solutions since the RFI.

In addition, the Technical and Operational Solutions should be summarized by process through the tables in Attachment F.

D-1.1 Changes from the Vendor RFI Response

If any response to RFI 6-C is changed, Respondent will provide additional information regarding changes. This description should be as follows:

Description of Change	RFI Response Reference	Proposal Reference

Respondents who have not responded to RFI 6-C must do so as part of their proposal. Contact Todd Durnil for more information.

D-1.2 Service Delivery Venues

Non-US Service Delivery locations will not be accepted in the proposed solution. A detailed explanation of your plans to move jobs to Indiana in the future is requested.

D-1.2.1 Roles and Responsibilities of Key Parties

Attachment F provides an illustrative Activity Dictionary outline for Eligibility Determination Services. As part of your solution, indicate any discrepancies in the individual responsibilities. Indicate which of your team members will have performance responsibility for these activities.

Attachment F, Activity Dictionary, contains a more complete listing of eligibility activities than was provided in RFI 6-C. The functions are broadly separated into: Local Office; Central Office; and Administrative Functions.

The offer should define how each of these major activities will be performed, how quality will be assured and performance measured. Respondents are encouraged to expand the list of activities in order to add clarity about the roles and responsibilities envisioned by the solution. Respondents are expected to concur with, or note areas of disagreement in the assigned roles and to reflect these changes in the 'Retained Cost' section of the Price Response. Respondents are asked to indicate which members of their team will perform major activities or tasks with the context of the Activity Dictionary.

Attachment F is not intended to be an exhaustive listing of activities, tasks or interfaces within the scope of services. The Respondent will be responsible for all tasks/activities within the DFR environment except where noted in Attachment F or where required by law.

D-1.2.2 Operations Review Offer

The State is contemplating allowing Respondents a further period of discovery during the BAFO preparation period. As the State expects the Respondent to perform all activities not specifically enumerated as State duties, it is essential that the Respondent's solution is complete. This enables BAFO's to be based on identical and detailed knowledge of the operating environments. It is anticipated that Respondents will identify and validate their assumptions on current operating baselines; identify the impacts of any projected or in-process projects or major changes; and to gain a familiarity with the culture of the employees and nature of their responsibilities.

Propose your plan for accomplishing these goals within a three week operating review period. Your plans should include the Respondent personnel employed, the State resources required and the areas you choose to further explore.

D-1.2.3 Quality and Performance

The Proposal should not assume that FSSA knows what is meant by terms of art, as these are widely used in different ways. The proposal should spell out specifically who will perform what functions.

D-1.2.4 Single Point of Contact for FSSA

The State intends to contract with a single provider to provide all service contracted for. Indicate your concurrence with this structure and provide resumes for your suggested leadership.

D-2 Governance

Define your proposed governance structure for your proposed solution. What operating model do you propose the State use to manage your own team, your extended team and the various stakeholders from the State to eligible clients?

D-2.1 Sub-Contractor Management

Describe how you will align your proposed sub-contractor team to effectively and efficiently deliver the services you are proposing. Describe your experience and lessons learned in managing similarly sized teams delivering similarly sized services. Government experience will be considered most favorably in this response.

D-2.2 Management Processes

What processes do you envision instituting to provide for highest quality service delivery and seamless communication among internal and external stakeholders? Indicate how information will flow among parties and how you will implement and manage any required Operating Level Agreements, particularly those required with the State.

D-2.3 Stakeholder Management

How do you propose to manage, encourage and facilitate open communications between external and internal stakeholders? How will you incorporate potential projects or scope changes into the organization?

D-2.4 Operating Oversight

What structure or operating model do you propose to enable the State to provide oversight and advice to your operating teams? What will be the State's role and obligations in your proposed model?

D-2.5 Strategic Oversight

Recognizing the long term nature of the agreement the State will enter into and the necessity to continuously adapt to new policies and technologies, what structure do you propose to ensure that your team and the State develop and execute to a common long term vision, to better serve the eligible client base, and to provide best practice to serve the State's need?

D-2.6 Tactical Oversight

What structure do you propose to manage the day-to-day activities of your service delivery? What role do you propose for the State in the daily operation of your solution? What resources will you require of the State to accomplish this task?

D-3 Transition

FSSA's goal is to ensure an effective transition from the State to Respondent operation of the Client Eligibility Determination Services in order to accomplish Indiana's goals of transforming the lives of its welfare clients.

The Respondent will describe its experience in transitioning complex operations of similar scope and nature to the Client Eligibility Determination Services environment using a similarly complex team of providers. Describe relevant lessons learned from these projects and how the State will benefit from these lessons.

Solution should anticipate that the Respondent take over management of operations before December 31, 2006. The proposal should be to implement substantially all of the key elements of the new solution by December 31, 2007. The Proposal should identify any elements for which full implementation (other than continuous improvement) will extend beyond that date.

D-3.1 High Level Transition Plan

Provide a high level work plan for your proposed transition solution indicating important milestones by date, staffing levels, both Respondent and retained and representative exit criteria for each phase.

D-3.2 Staffing

Outline how the proposed staffing model will be implemented over what time/transition phase. If there are areas in which transitioned and State employees will work together, indicate who will manage their efforts and how this management will be accomplished and reported on. What steps or approaches will be taken during the transition period to ensure all staff work cooperatively together? The staffing plan should describe a recruiting plan, hiring plan and a plan for key employee retention.

Describe your plan for inserting your management and subject matter experts into both the remote and central office environments.

Detail your proposed activities around recruiting current employees to the new organization. Indicate special events or other communication activities you propose to enhance your success rate in recruiting existing state employees and new hires.

The State views your staffing progress as a key leading indicator of transition success; describe how you will report on hiring progress and your plans to mitigate start-up risk associated with staffing.

D-3.3 Employee Training

To continuously improve service to the client constituency and to continually drive down costs, the State expects the selected Respondent to provide formal training for those persons delivering service to the State. Describe your proposed solution and measurement criteria around employee training. Specifically in the areas of:

- New Employee Training
- Compliance with Regulation
- Systems training
- Communications
- Other areas that you propose to provide training for

D-3.4 Partner/Provider Training

Key to the success of your proposed solutions will be your close cooperation and partnering with subcontractors which may extend to IMPACT providers and the CBO/FBO community.

Indicate how you will address on-going training for subcontractor's personnel and your plan for ensuring compliance with your proposed programs.

D-3.5 Service Delivery Quality

Describe your management solution for developing and ensuring that a high quality service delivery organization is put in place to provide effective management of your proposed system. Specifically address your programs for risk management; tracking service commitments; issue and risk resolution within your delivery team.

How do you propose to include State personnel in this process?

D-3.6 Facilities

If the proposal is to build new facilities or refurbish old ones, describe how services will be provided during transition and how you will integrate and communicate these efforts with the State.

D-3.7 Systems

Describe your methodologies and management processes around developing and/or integrating new systems required to deliver your proposal.

Your proposal should address how you will interact with FSSA in architecting, developing and operating these systems. Describe what internal or external agreements you will need to put in place to accomplish this.

Your proposal should describe your approach to cooperative software development as well as the timing of development and implementations you envision over the life of your solution.

Attachment E provides a description of Strategic IT initiatives and Standards to act as a guideline.

D-3.8 Policies, Plans, Regulations, Legislation

From time to time, new Regulations will be enacted which will require the provider to implement system and/or process change to be compliant. When changes are required, what is the solution providers plan for making the required changes and in what timeframe? The State expects the Respondent to provide these changes within their quoted price. The State will require the Respondent to provide minor enhancement as required by regulation. Minor enhancements will consist of a change requirement of less than 160 work hours. Changes in excess of 160 hours will be authorized on a case-by-case basis.

D-3.9 Budgeting, Accounting and Reporting

Describe how your solution will ensure control, regulatory compliance and reporting during the transition period. The provider will be expected to participate in various budgeting exercises with the State and to provide necessary reporting within its proposed scope.

D-3.10 Communication Strategy

In order to facilitate a smooth and successful transition, a well-defined communication plan must be in place. Please outline your communications strategies and plans around this modernization initiative. Indicate your expectations of the State's requirements in this plan. Over the duration of this contract, what is your plan to maintain open communications with the State, your delivery partners and your client constituency?

D-3.11 Exit Criteria

Describe what criteria are to be used to determine the end of Transition and the start of Steady State Delivery. Although some Transition tasks may be ongoing after the start of Service Delivery (for instance, some continuous improvement actions), generally, there will be some line of demarcation between the two states. Provide a high level outline of the metrics and deliverables at completion that indicate the completion of the transition phase.

D-4 Assumptions, Risks and Concerns

The Response should enumerate and comprehensively describe the implications of assumptions Respondent has made to arrive at the solution. The Response should explain sensitivities to the assumptions as well as risks and other concerns Respondent has in proposing its solution. The Response should specify the impact assumptions will have on the solution. Respondent replies should specify assumptions as follows:

Table 4: Assumptions (Respondent to Complete)

Assumption	Description of Impact on Program Pricing	How Respondent Proposes to Clear Assumption

D-6 Policy Objectives

D-6.1 Policy Mission Statement:

The overarching policy vision of Indiana’s eligibility determination transformation initiative is to assist and support welfare recipients towards social and economic self-sufficiency. In addition, Indiana’s policy initiative aims to promote the development of policies and procedures that underscore the importance of work, accuracy, and caseload integrity across all areas of public assistance.

In order to achieve the State’s goals, the modernization efforts will employ output based measures reflecting success in up-front job search, full engagement, wage subsidized work activities, and community work experience programs. Up-front job search encourages incoming applicants to conduct job searches as a condition of eligibility. Full engagement policies, in accordance with Federal work requirements, mandate that welfare recipients work a minimum number of hours in order to receive their welfare grant. Wage subsidized work activities provide immediate job opportunities and work experience for recipients using TANF and/or Food Stamp benefits as a subsidy to encourage employers to hire them. Community Work Experience Programs (CWEP) allow recipients the opportunity to

participate in community projects organized by state or local government that provide work experiences when no other employment opportunities are available.

Baseline Performance Data:

Current and relevant baseline performance data for TANF, Food Stamps, and Medicaid may be referenced in the Data Repository. This Federal Reporting data reflects the most updated numbers on caseloads, expenditures, work participation rates, error rates, etc.

Federal and State Statutes and Rules for Medicaid, TANF and Food Stamps:

In addition to the State Plan revisions, Respondents should carefully review all Federal and State statutes and rules that apply to the scope of work.

State Plan Revisions:

In an effort to promote self-sufficiency with the ability to implement policy revisions, the following state plans are in the process of revision:

- TANF
- Food Stamp (FS) Employment and Training
- Food Stamp Operational
- Food Stamp Wage Supplementation
- Simplified Food Stamp
- Child Support
- Child Care and Development Block Grant
- Medicaid (no changes were made to the Medicaid state plan)

Further detail on these State Plans may be accessed in the Data Repository. The State encourages all Respondents to thoroughly review each of these plans. A summary of the substantive policy changes are outlined in the Data Repository.

D-6.2 Operational Key Performance Indicators (KPI)

The Data Repository outlines potential operational measurements for tracking operational effectiveness. While the State are focusing on Policy Outcomes, the Respondent should propose a mechanism with proposed measurements to track operational effectiveness. Our intent will be to report on these metrics and manage them as leading indicators of performance.

Attachment E: Eligibility RFP – IT Compliance Requirements

This section describes IT Compliance Requirements for the Eligibility Improvement Project. Respondent must respond to this section with an itemized statement of compliance or exception to these standards. Please reference the on-line Data Repository for detailed information on FSSA IT current state.

The state of Indiana, through its Family and Social Services Administration Division of Technology Services (DTS), requires that the selected vendor (Vendor) support the IT vision for the State. This vision is currently expressed through:

- DTS Mission Statement

DTS' mission is to serve State Government in Process, Project and Technical oversight and development of Information and Technology vendors, applications and standards.

- DTS Vision Statement (External)

DTS plans to work with our partners, vendors and peer technology groups in the development of standards, process documentation and control, continual improvement EPO Governance, project management and IT contract development, management and compliance. Consolidation of applications will be our guiding philosophy to reduction of total costs. New and improved systems are upgraded incrementally through standardized policy and business processes, and not having systems drive the process.

- DTS Vision Statement (Internal)

DTS will emphasize hiring qualified applicants that meet our mission objectives and train these individuals on a continual basis in disciplines related to these objectives creating an energized workforce that cooperates through efficient and effective processes and standards.

- Strategic IT Initiatives – Current and future DTS and Indiana Office of Technology (IOT) initiatives known to affect the Eligibility Modernization effort (see section below for detail)
- IOT/DTS Standards (see section below for detail) including:
 - Technical Architecture
 - Enterprise Program Office (EPO)
 - Software Development & Change Lifecycle

Please note that these standards are still under review and as updated/finalized will be published on the State's Intranet site and/or on the Internet for reference.

E-1 Strategic IT Initiatives

E-1.1 IT Infrastructure and Support Consolidation

The state of Indiana is consolidating the ownership and support of the state's infrastructure under the Indiana Office of Technology (IOT). Respondent will be expected to follow all IOT guidelines established during this consolidation effort. The state of Indiana will maintain ownership and support of the IT infrastructure, unless otherwise agreed between State and Respondent.

E-1.2 Medicaid Information Technology Architecture (MITA)

The Federal Centers for Medicare and Medicaid Services (CMS) MITA Mission is to establish a national framework of enabling technologies and processes that support improved program administration for the Medicaid enterprise, and stakeholders dedicated to improving healthcare outcomes and administrative procedures for Medicaid beneficiaries. DTS strongly prefers that Respondent follow Federal MITA guidelines and processes. To the extent that Federal funds are utilized for the development of software applications under this contract, ownership of the resulting work product will reside in the State.

E-1.3 Proprietary Applications

Respondent should include products available as commercial off the shelf (COTS) products when such products are available to fulfill the business need. If such products are deemed as not available, and a solution proprietary to Respondent is proposed, Respondent must include in its pricing for this contract the costs for licensing and maintenance of such applications over the term of the contract and following termination, as well as proposed pricing for other state and Federal entities.

E-1.4 Application Consolidation / Service Oriented Architecture (SOA)

DTS has a long-term vision of moving to a Service Oriented Architecture (SOA) for the software solutions supported by DTS. DTS is pursuing the consolidation of like services into one "business service" application to provide that service. In SOA, each software application is meant to provide a service and communicate the results of the service to another distinct application through standard communication and integration interfaces. Any new software solutions developed by Respondent must subscribe to a SOA approach, and Respondent is expected to work closely with the state in developing and/or documenting new services.

E-1.5 Enterprise Service Bus (ESB)

DTS is currently reviewing proposals for the implementation of an Enterprise Service Bus to facilitate the transition of DTS supported solutions to SOA. Any software applications

developed by Respondent to support the business needs under this procurement must integrate with the ESB and follow the guidelines established during the ESB implementation.

E-1.6 Enterprise Data Warehouse

Several data warehouses and data marts currently exist in FSSA, including the TANF Data Warehouse, Medicaid Data Mart, DMHA Data Mart, and Chip/HH Data Mart. The goal of FSSA is to consolidate to one Enterprise Data Warehouse. The Enterprise Data Warehouse project is currently in the Planning Phase. A vendor has been selected to assess the current state and make a recommendation for the future state. Development is expected to begin in 2006 and it will be a multi-year project. More accurate timeframes will not be available until after the assessment is complete. Respondents must insure that any systems deployed in the course of its services under this contract feed the Enterprise Data Warehouse (as appropriate).

E-1.7 Indiana WINS

Indiana WINS, a web-based common intake application based on the Universal Application System software (based on "Utah Clicks"), is being piloted in a DFR office to determine the potential for self-service kiosks at DFR offices. Indiana WINS will be made available to the public through the internet in late 2nd or early 3rd quarter 2006. Assuming that this Pilot moves into production usage, and because this is an inter-agency system, State will retain ownership of this application, and Respondent will be required at a minimum to accept applications submitted through this site as part of the joint partnership with other agencies, and, to the extent Respondent uses Indiana WINS for on-line applications, Respondent will need to keep its intake applications current within the Indiana WINS environment, subject to mutual change control considerations.

E-1.8 Continual Improvement

DTS subscribes to the philosophy that business needs must drive technical solutions, and has standardized on LEAN and CMMI as continual improvement processes to facilitate implementation of this philosophy. We prefers that Respondent standardize on these methodologies. The selected vendor must have standardized, documented, and repeatable business processes. The selected vendor must utilize standardized methodologies, processes and tools to ensure that quality is built into the business processes prior to developing a technical solution.

The selected vendor must apply Capability Maturity Model Integration (CMMI) or an equivalent to the business / systems units supporting this contract. The selected vendor will be required to progress to higher levels of capability and maturity through the life of the contract.

Additionally, DTS and IOT through continual improvement will update standards from time to time. Exceptions to DTS and IOT standards will be subject to State review and approval.

E-1.9 Consolidated Test Team

DTS is creating a Consolidated Test Team (CTT) for the purpose of business system integration testing, and Respondent will be expected to participate in the governance of this team. Respondent will be responsible for unit and string testing any software applications developed for the support of the business. Subject to the determination of the CTT governance body, the CTT will perform business system integration testing for the application. As applicable, Respondent must provide DTS the necessary access to the software applications, and support, for business system integration testing.

E-1.10 Master Client Index

The Master Client Index has been in place for the major TANF systems since 1998. It is currently being expanded to include more TANF Maintenance of Effort Systems (MOE) systems. IBM/Ascential QualityStage software is used to build the Master Client Index. The following information will provide more details:

- Definition of Participating and Contributing Master Client Index (MCI) systems:
 - Participating system - systems with sufficient data to match to existing MCI systems, but insufficient data to create Master Client Index records;
 - Contributing system - systems with sufficient data to match to existing MCI clients; if no match is found a new Client Master record is created.
- Contributing systems with unique client identifiers in the MCI:
 - Indiana Client Eligibility System (ICES (Medicaid, Food Stamps, TANF))
 - Indiana Child Welfare Information System (ICWIS)
 - Indiana Child Support System (ISETS)
 - Bureau of Child Care (BCC)
 - Mental Health Community Based Care System (CSDS)
- Contributing systems with unique client identifiers in the MCI by the end of 2005:
 - Individual Development Accounts
 - Children's Choice
 - Indiana Fathers and Families
 - Vocational Rehabilitation
- Participating MCI systems
 - Earned Income Tax Credit (EITC)
 - Low Income Heating and Energy Assistance Program (LIHEAP)
 - Energy Assistance (EA)

E-1.11 Enterprise Security / Disaster Recovery Plan

The IOT is currently undertaking a restructuring of its approach to security. The new mantra is: "Information Security is a business issue. It is not a technology issue."

At the direction of Governor Daniels, baseline security compliance requirements have been instituted, and the IOT is now negotiating with disaster recovery vendors and working with another vendor to produce a detailed security assessment.

Respondent must put into place a disaster recovery plan and security plan conforming to the IOT security and disaster recovery guidelines. Respondent and the State will come to a mutual agreement on the completion date for this contract deliverable prior to contract execution. The state will maintain the responsibility for disaster recovery planning for the IT infrastructure provided by the state. However, the selected Respondent will be responsible for participating in this effort to provide the business expertise necessary, and to make disaster recovery provisions for any vendor-maintained systems.

E-1.12 ICES Enhancement / Replacement Strategy

DTS has no plans to replace ICES at this point. However, DTS is open to Respondent suggested solutions to replace ICES if Respondent determines that it will receive a sufficient return on investment. Because Respondent will be paid to perform the business process and will therefore see the return on investment in modernizing the systems, Respondent will be responsible for the cost of any replacement system.

In keeping with this strategy, DTS is open to the Respondent assuming management and financial responsibility for ICES and its corresponding hardware. All proposals surrounding ownership of ICES and its hardware must be presented and approved by the state (DTS/IOT). We believe that by assuming this responsibility, the Respondent will be encouraged and empowered to implement necessary technological solutions based on the business needs.

E-1.13 PeopleSoft Financials Implementation

In calendar year 2006, the Family Social Services Administration (FSSA) is implementing PeopleSoft Financial Management applications. The record of all financial transactions will reside within the General Ledger, Accounts Payable, AR/Billing and Project modules. Interfaces or business processes are being established to transfer data between eligibility applications and other FSSA applications that are needed to capture “recipient-level” detail. It is not expected that PeopleSoft will maintain “recipient-level” data. “Recipient-level” means personally-identifiable individual reimbursement for costs. The data in PeopleSoft will be at the “provider-level”. A provider can be a vendor such as a doctor, Central Reimbursement Office (CRO), funeral home, day care, etc.

E-2 IOT/DTS Standards

E-2.1 Technical Architecture

Philosophy

The philosophy currently in use for technical architecture is the Service Oriented Architecture approach. DTS is beginning to classify the major “services” required by each FSSA and DCS division. A solution is then put in place that will provide these “services” and can be leveraged by all who need them. In some cases this is a process of establishing the best or most robust of the current systems and then using that system to establish a common “service” (e.g., AIM for

Claims Processing). In others it will be a new solution that will provide the “service” (e.g., Indiana WINS – Web Intake). Utilizing this philosophy will maximize reuse and minimize custom coding and the costly long-term maintenance and support associated with it.

With the development of common “services” comes the need to pass inputs to and receive outputs from a given “service” in a secure and reliable way. The Enterprise Service Bus (ESB) will provide the backbone of this communication as well as establish the architecture for future services.

Development

The preferred development environment for applications is Web-Based. DTS will consider proposals to develop solutions under this procurement on either Java or Microsoft.NET. Exceptions will be subject to State review and approval.

Hardware

Hardware standards for both IOT and DTS must be followed when purchasing new or replacing old hardware. These standards are subject to frequent change. At this time the standard operating environment for desktops and servers is Microsoft Windows.

IOT is in the process of procuring a Quantity Purchase Agreement for hardware. Any further standards will be based on the results of this process.

Software

Business Software	Microsoft Office Suite
Database	Microsoft SQL Server – Small/Medium Applications (< 1TB/Under 200 Concurrent Users) Oracle 9i and 10g or IBM DB2 UDB – Large Applications
Reporting	COGNOS
Web (HTML) Server	IIS or Apache
Web Application Server	IIS (.NET) Web Sphere (Java)

E-2.2 Enterprise Program Office (EPO)

DTS is in the process of formalizing an EPO for management of all projects. The underling focus of this effort is to ensure that all projects are aligned with the FSSA Strategic Objectives. This will also establish a process for managing projects in a consistent, cost effective manner. This will include formalized Executive Steering Groups (ESG) for each business unit within FSSA. IT-related projects will be subject to the methodology and policies established by the EPO and

enforced by each ESG. This will include integrated change control boards for oversight of system change requests.

The Project Management Institute (PMI) standards will generally serve as the foundation for this methodology as all project managers within DTS are required to obtain the PMP certification.

E-2.3 Software Development & Change Lifecycle

DTS is currently in the process of developing a standard software development and change lifecycle.

The vision of DTS includes an evolutionary improvement path from an ad hoc, immature process to a mature, disciplined process. This will include a protocol for planning, engineering, and managing software development and maintenance. The focus will be on developing repeatable processes that can be measured against industry standards for software development and maintenance. This protocol will serve as the foundation for improving all software development processes within FSSA.

Respondent will be expected to utilize the evolving process as well as store their source and documentation in the common repository. Exceptions will be subject to State review and approval.

Attachment F: Activity Dictionary

F-1 Local Office

Local Office						
Row	Activity	Measures	Qualifiers	Constraints	Responsibility*	
					Vendor	State
		Current Measures (FTEs, Volume, Duration, Error rates, etc.)	Ctgy (Task / Interface / Policy)	(Immutables, Policy Changes)	(Perform, Help, Approve, Recommend)	
L1	Receive Applications-	Report on Number of Apps Per Month Through AR, Number of applications Per Month pending in AR, Track how long apps pending		State is currently underway with efforts to standardize case processing time requirements, to the extent possible		
L2	Receive Application at Local Office		T		P	
L3	Date stamp application day it is received		T		P	
L4	Pre-screen indiv. In ICES-IQIS & IQAI		T		P	
L5	e.g., IQIS - links to previous RID if applicable		T		P	
L6	e.g., IQAI - Address Inquiry to determine if other household member has or is applying		T		P	
L7	Distribute open case to CW (including across county lines as applicable)		T		P	
L8	Start ARAD- App Process (new or re-applying cases only)		T		P	
L9	e.g. Complete ICES Screens		T		P	

Local Office						
Row	Activity	Measures	Qualifiers	Constraints	Responsibility*	
					Vendor	State
L10	Explain general program guidelines & answer general questions		T		P	
L11	Set up appointment /give notice		T	Must Support timely determination	P	
L12	Get client signature on AR summary report if in office		T		P	
L13	Prepare case file or get closed file		T		P	
L14	Forward application to CW (initiates CW involvement for new or re-applying cases only)		T		P	
L15	**Note there are programs offered through DFR that do not use ICES for eligibility determination. For Example: Burial Assistance, HCI, CSHCS and RCAP, IV-E FC & AAP. (next level)		T	Currently proposed is an outsourcing of IV-E eligibility determination using ICWIS, and concurrent Medicaid enrollment in ICES	P	
L16	Assist Client with completing the application, if necessary		T		P	
L17	Language interpretation services through language line service		I	Vendor should estimate anticipated usage or propose own service as an option		P
L18						
L19	Intake Interviews-	Thornton Report on MAD/MADW, Food Stamp Expedited Process Report, Pending Application Report AR and AE, ICES Case Alerts		All collateral verifications must be retained for audit including client releases and R and R		
L20	Get case file with interview date and time		Task		P	
L21	File as a Pending Application		Task		P	

Local Office						
Row	Activity	Measures	Qualifiers	Constraints	Responsibility*	
					Vendor	State
L22	Deny Application If client did not come to interview or reschedule by 31st day		Task / Policy	Approval of denial is state's responsibility.	P	A
L23	Interview day-confirm appointment. e.g. check ICES or phone messages for arrival/or phone interview		T		P	
L24	Start AE process with AECSQ in ICES- Interview driver flow- record answers to interview questions		T		P	
L25	Conduct interview/complete screens		T	MAD/MADW complete interview within 20 days, MAD/MADW medical record request to provider within 24 hours of interview	P	
L26	Collect verifications-non-financial, third Party Liabilities, resources and financial		T		P	
L27	Copy and date stamp verifications		T		P	
L28	CW explains forms and applicant signs (mail for phone interview)		T		P	
L29	Determine non-financial, resource and financial eligibility or determine what information the client is missing		T	Determination of eligibility is state's responsibility.	P	A
L30	CW completes and give client Form # 2032 for pending verifications including deadline-pending letter for lack of needed documentation-have 10 days from date of appointment or 30 days from app date to comply whichever later		T		P	
L31	Opportunity to ask questions, request help with verifications		T		P	
L32	Provide help to get verifications as needed		Task / Policy		P	

Local Office						
Row	Activity	Measures	Qualifiers	Constraints	Responsibility*	
					Vendor	State
L33	*items below usually done without client being there		T		P	
L34	Organize case files		T		P	
L35	Send reminder alerts (AEFEC)- future items like scheduled to receive unemployment benefits in a month		T		P	
L36	Check for accuracy		T		P	
L37	Case comments		T		P	
L38	File case appropriately		T		P	
L39	Language interpretation services through language line service		I	Vendor should estimate anticipated usage or propose own service as an option		P
L40	**Note there are programs offered through DFR that do not use ICES for eligibility determination. For Example: Burial Assistance, HCI, CSHCS and RCAP, IV-E FC & AAP. (next level)		T	Currently proposed is an outsourcing of IV-E eligibility determination using ICWIS, and concurrent Medicaid enrollment in ICES	P	
L41						
L42	Intake Eligibility Determination- Workers	Application Pending Reports, Quality Control - Food Stamp Only, Disposition Summary by Category, TANF Monthly Federal Report, portfolio of reports, Thornton Reports		MAD/MADW Determination must be made within 90 days of application start date, All Determinations are subject to programmatic timeliness requirements, Tracking Client and Provider delay,		

Local Office						
Row	Activity	Measures	Qualifiers	Constraints	Responsibility*	
					Vendor	State
L43	Obtain requested verifications		T		P	
L44	Date stamp verifications, if not already done		T		P	
L45	Check/sort items received		T		P	
L46	Enter data into ICES		T		P	
L47	Check data exchange information/matches received (e.g., New Hire alerts, Social Security matches - see ICES library for data exchange inventory)		T		P	
L48	Run AEABC-opens the case for authorization		T		P	
L49	Check non-financial, resource and financial budgets		T		P	
L50	Medicaid Disability MRT - request appropriate medical information from providers and assemble packet once received, then send to MRT for medical review		T		P	
L51	Turn in for SPR/make any needed corrections (subset of cases)		T		P	
L52	Make case recommendation		T		P	A
L53	Approve/Deny Case		T/I	Determination of eligibility is state's responsibility.		P
L54	Perform System overrides e.g. FIATS, Auxiliary Benefits - As Necessary		T		P	A
L55	Complete additional services for client if needed- e.g.. OTC/expedited EBT cards, phone numbers, referrals.		T		P	
L56	File case appropriately		T		P	

Local Office						
Row	Activity	Measures	Qualifiers	Constraints	Responsibility*	
					Vendor	State
L57	**Note there are programs offered through DFR that do not use ICES for eligibility determination. For Example: Burial Assistance, HCI, CSHCS and RCAP, IV-E FC & AAP. (next level)		T	Currently proposed is an outsourcing of IV-E eligibility determination using ICWIS, and concurrent Medicaid enrollment in ICES	P	
L58						
L59	Intake, Eligibility Determination and On-going Case Management- Management	Work Participation Rate Report, Over Due Data Exchange Alerts and Report, Over Due Application Alerts and Report, Second Party Review Report				
L60	Oversight of Workers and their Tasks including monitoring of ICES Alerts and approval of novice workers cases (see SIPOC for workers)		T		P	
L61	SPR (Second Party Review- Food Stamps, Medicaid and TANF)		T		P	
L62	Call Help Desk/PAL/Central Office		I/T		P	H
L63	FIATs (overrides) and AUX-Review and Approval (change in Food Stamp and TANF benefits)		T		P	A
L64	De-duplicate client records (link RIDs)		T		P	
L65	Intra-Office and inter-office Case Transfers		T		P	
L66	Respond to Phone Calls-Clients and Others		T		P	
L67	Management of Workload (uncovered caseloads and case distribution)		T		P	
L68	Answer Worker Questions		T		P	

Local Office						
Row	Activity	Measures	Qualifiers	Constraints	Responsibility*	
					Vendor	State
L69	Linking and Pinning OTC/Expedited EBT Cards		T		P	
L70	SPR of Self-Sufficiency Plans and Updates of Self-Sufficiency Plans		T		P	
L71	Approve IMPACT Claims		T	Approval of enrollment implies approval of benefit schedule including claims processing & individual approval of claims by the state is not necessary.	P	
L72	Monitor Reports		T		P	
L73	Team Building Activities		T		P	
L74						
L75	On-going Case Management- Worker	Hearings and Appeals Outcomes Report; Redetermination Overdue Report; ICES alerts; Caseload Reports; Q/C Error Referrals; Work Participation Rate Report, Over Due Data Exchange Alerts and Report, Over Due Application Alerts and Report, Second Party Review Report		Manual tracking processes in local offices; legacy / ingrained processes; redundant reports; case management timeliness requirements		
L76	Add a Program		T		P	A

Local Office						
Row	Activity	Measures	Qualifiers	Constraints	Responsibility*	
					Vendor	State
L77	Auxiliary Requests, FIAT Requests (system overrides so benefits uninterrupted)		T		P	A
L78	Medicaid Disability MRT case preparation		T		P	
L79	Use of Client Scheduling, Identify Problems/Resolve with Supervisor, Request EBT Vault Cards- Electronic Benefit Transfer- food stamp cards, Request/Obtain Verifications, Prepare and Mail MRT Packet, Send Manual Notices, Submit Cases for SPR (as necessary), Keep Track of Cases / Deadlines		T		P	
L80	Change Processing / close case		T	Approval of eligibility and redetermination is the state's responsibility.	P	A
L81	Auxiliary Requests, FIAT Requests (system overrides so benefits uninterrupted)		T	Approval of eligibility and redetermination is the state's responsibility.	P	A
L82	Work Alerts and Reports, Identify Problems/Resolve with Supervisor, Complete Spend down Screens, Request EBT Vault Cards- Electronic Benefit Transfer- food stamp cards, Request/Obtain Verifications, Send Manual Notices, Submit Cases for SPR (as necessary), Keep Track of Cases / Deadlines		T	Approval of eligibility and redetermination is the state's responsibility.	P	
L83	Eligibility Redetermination		T	Approval of eligibility and redetermination is the state's responsibility.	P	A
L84	Auxiliary Requests, FIAT Requests (system overrides so benefits uninterrupted)		T	Approval of eligibility and redetermination is the state's responsibility.	P	A

Local Office						
Row	Activity	Measures	Qualifiers	Constraints	Responsibility*	
					Vendor	State
L85	Work Alerts and Reports, Recertification's (State Program Manuals), Identify Problems/Resolve with Supervisor, Send HHW (Hoosier Healthwise) Recert letters/follow-up, Request EBT Vault Cards- Electronic Benefit Transfer- food stamp cards, Request/Obtain Verifications, Send Manual Notices, Submit Cases for SPR (as necessary), Keep Track of Cases / Deadlines		T	Approval of eligibility and redetermination is the state's responsibility.	P	
L86	Hearing Preparation and Presentation		T / I	Hearings and Appeals must be completed within 90 days of the hearing being filed	P	
L87	Hearing referral, pre-hearing conference, hearing preparation		T / I		P	
L88	Attend hearing, decision implementation	What do hearings and appeals currently cost the state?	T / I	Vendor must apply state policy and federal requirements to create process and structure that is defensible to a wide variety of judicial and/or arbitrator opinions, or be subject to incentives or penalties that subsidize the state's costs of helping in that effort	P	H, A
L89	Referrals (e.g., Township Trustees, Heating Assistance, Childcare, Child Welfare, IMPACT, Child Support Enforcement, AIM)		T / I		P	
L90	DCS Support-Preliminary Report of Child Abuse and/or Neglect (310's) –Child Welfare		I		H	P
L91	Case file management		T		P	

Local Office						
Row	Activity	Measures	Qualifiers	Constraints	Responsibility*	
					Vendor	State
L92	Organize and Purge Files/ Shredding Materials, expire old-ICES data		T		P	
L93	Administrative functions		T		P	
L94	Open Mail, Organize and Purge Files/ Shredding Materials, Filing, Request Medicaid Cards, Copies of Case Info for Clients/Verification Requests from Agencies, Make New Case files/Split or Merge Cases, Keep Workplace Organized/Keep Forms Current, Communicate with other DFR Offices including Transferring Cases, Cover Uncovered Caseloads, Testify in Court, Make Judgment Calls, voice mail/email, Client Training in use of EBT Card		T		P	
L95	Case Management to attain Self-Sufficiency (IMPACT)		T		P	
L96	Client assessment, development of self-sufficiency plan; referral for services; monitor services; referrals for supportive services; approval of payments for services and supportive services		T		P	
L97	Public relations		T		P	R
L98	Participate in Community Activities/Communicate with Other Agencies		T		P	R
L99	Ongoing professional development / policy awareness		T		P	
L100	Read: Flash bulletins, Q-TIPS (helpful hints from Central Office), E-mail, Administrative Letters, Policy Transmittals, QC Reports, Understand/Implement Policy, Attend Training/Staff Meeting		T		P	
L101	Fraud referrals & benefit recovery		T / I			
L102	Use Scratchpad, Intentional Program Violation (IPV's)		T		P	
L103	Fraud Referrals to Internal Investigations		T / I		P	A

Local Office						
Row	Activity	Measures	Qualifiers	Constraints	Responsibility*	
					Vendor	State
L104	Investigation assistance		I		H	P
L105	Benefit RecoVery (BV) claims		T / I		P	A
L106	Other benefit recovery (e.g. Overissuance, Underissuance)		T / I			
L107	Use Scratchpad, Investigation		T		P	
L108	Benefit RecoVery (BV) claims & issuance		T		P	A
L109	Other benefit recovery (Estate Recovery)		T / I			
L110	Referrals / Investigation		T / I		P	
L111	Recovery		T / I			
L112	**Note there are programs offered through DFR that do not use ICES for eligibility determination. For Example: Burial Assistance, HCI, CSHCS and RCAP, IV-E FC & AAP. (next level)		T	Currently proposed is an outsourcing of IV-E eligibility determination using ICWIS, and concurrent Medicaid enrollment in ICES	P	
L113						
L114	Local Office Administration-	Turnover reports, Workload Weight Reports, Manning Tables, Individual Program descriptions, Job Descriptions, local office management evaluation reports, County Administration Report (operational and administrative budgets), Asset		Hiring freeze / attrition		

Local Office						
Row	Activity	Measures	Qualifiers	Constraints	Responsibility*	
					Vendor	State
		Control lists				
L115	HR Management		T		P	
L116	Hiring, Discipline, Performance Appraisals, Time Off Requests, Monitoring Staff Time, Payroll, Staff Development, Attend Meetings and Trainings, Maintaining Resource Tools (e.g. Admin Letters, Policy Manual, etc.)		T		P	
L117	Facility Management		T	Leasing, other existing contracts	P	
L118	Housekeeping, open/shut office each day, office coverage, reception duties/switchboard, premises security, grounds keeping contracts, building management/maintenance contracts, equipment service agreements, ordering forms / supplies / furniture / equipment		T		P	
L119	Local Office Legal Services		T	Current support from Central Office will no longer exist	P	
L120	Contracts (administrative & provider), Trusts		T		P	
L121	Public relations & information (e.g., participating in Community Activities)		T / I		P	
L122	Ongoing continual improvement through Quality Assurance		T		P	
L123	Complete reports (e.g., Thornton Report, ad-hoc		T		P	

Local Office						
Row	Activity	Measures	Qualifiers	Constraints	Responsibility*	
					Vendor	State
	reports)					
L124	Federal and state compliance		T		P	
L125	IT & Network Services		T / I			
L126	PC support, telecommunications services, maintain asset control, security and confidentiality paperwork		T / I		P	H, A
L127	Network support, ICES & other system access		T / I		H	P
L128	Confidentiality		T	Vendor is expected to comply with all state and federal regulations as they develop over time.		
L129	Physical and systematic, HIPAA provisions		T		P	A
L130	IRS data exchange initial match		T / I			P
L131	IRS data exchange resulting action		T		P	A
L132	IMPACT Contract Review and Selection (employment & training)		T		P	A
L133	Process Mail (inbound & outbound)		T		P	
L134	*Note- the vendor must make space available for enrollment brokers as needed.			Enrollment broker responsibilities are subject to renewal procurement once current contract expires.		

F-2 Central Office

Central Office						
Row	Activity	Measures	Qualifiers	Constraints	Responsibility*	
					Vendor	State
		Current Measures (FTEs, Volume, Duration, Error rates, etc.)	Ctgy (Task / Interface / Policy)	(Immutable, Policy Changes)	(Perform, Help, Approve, Recommend)	
C1	ICES Help Desk	Call volume by County, by system/topic, for period; Response time (current resolution SLA = 3 days)		Available to designated personnel only		
C2	ICES system support		I			P
C3	AIM & TPL support services		I			P
C4	Policy support - Policy Answer Line (PAL)		I			P
C5	Security coordinator for EBT system (Foodstamps, TANF)		I			P
C6	Phone center services		I			P
C7	Email & call tracking system services		I			P
C8						
C9	Consolidated Training Unit	Number of sessions, completed training		For DFR policy and procedure only; Vendor should be required to train staff and sub-contractors on relevant topics		
C10	New & experienced worker		T			

Central Office						
Row	Activity	Measures	Qualifiers	Constraints	Responsibility*	
					Vendor	State
	training					
C11	Eligibility services topics		T		P	H, A
C12	Non-eligibility services topics (e.g., Domestic violence policy training)		T		P	H, A
C13	State / FSSA - 3rd party contracted training (e.g., State Police Drug Awareness)		I			P
C14	Special policy rollout		T		P	H, A
C15	Special programmatic training		T		P	H, A
C16	Curriculum development / maintenance (esp. for new policy)		T	Train the Trainer	P	H, A
C17	Training materials development / maintenance (esp. for state-wide rollout)		T		P	H, A
C18						
C19	Cash Assistance to Needy Families-	Federal reports, Federal penalties &/or bonuses				
C20	TANF (Temporary Assistance to Needy Families), Refugee Assistance Program			Contracted services for Refugee Assistance		
C21	Policy development and support		I	Policy sources: Executive order, Federal and State regulations and laws, Court decisions, policy maker decisions	H	P
C22	Financial/budget analysis (for large changes)		I		H	P

Central Office						
Row	Activity	Measures	Qualifiers	Constraints	Responsibility*	
					Vendor	State
C23	Bill analysis for Legislature		I			P
C24	State and Federal reporting		I		H	P
C25	Constituent correspondence		T / I		H	P
C26						
C27	Employment Training & Job Placement (IMPACT)-	Federal reports, worker participation rates, job placements, IMPACT vendor contracts (SLA's)				
C28	Contract management & monitoring		T	Vendor assumes all IMPACT contracts, State has approval as to form	P	H, A
C29	Policy development and support		I	Policy sources: Executive order, Federal and State regulations and laws, Court decisions, policy maker decisions	H	P
C30	IMPACT Help Desk / IAT Mailbox		I	Current policy dictates State representative provide these services	H	P
C31	Financial/budget analysis (for large changes)		I		H	P
C32	Bill analysis for Legislature		I			P
C33	State and Federal reporting		I		H	P
C34	Constituent correspondence		T / I		H	P
C35						

Central Office						
Row	Activity	Measures	Qualifiers	Constraints	Responsibility*	
					Vendor	State
C36	CCDF- Child Care Development Fund-	Waiting lists, Federal reports, Federal penalties &/or bonuses, AIS reports				
C37	Child Care for Needy Families					
C38	Contract management & monitoring					
C39	EBT		I		H	P
C40	Provider Contracts		I		H	P
C41	Eligibility Agents		T	Vendor assumes contracts, State has approval as to form	P	H, A
C42	Provider licensing / certification		I			P
C43	Provider education and development		I			P
C44	Family enrollment with certified provider		T / I		P	H
C45	CCDF Quality Control		I		H	P
C46	Policy development and support		I	Policy sources: Executive order, Federal and State regulations and laws, Court decisions, policy maker decisions	H	P
C47	Financial/budget analysis (for large changes)		I		H	P
C48	Bill analysis for Legislature		I			P
C49	State and Federal reporting		I		H	P
C50	Constituent correspondence		T / I		H	P

Central Office						
Row	Activity	Measures	Qualifiers	Constraints	Responsibility*	
					Vendor	State
C51						
C52	DCS - Department of Child Services Interface activities (e.g. systems interfaces, program & policy planning, coordination of services)			Substantial activity in these areas		
C53	Child Welfare		I		H	P
C54	Child Support		I		H	P
C55						
C56	Food Stamp Program	Federal reports, Federal penalties &/or bonuses, Error rate (positive, negative), application processing timeline, participation rate, management evaluations				
C57	Outreach program		I		H	P
C58	Contract management & monitoring (Purdue - nutrition education)		I		H	P
C59	EBT program support		I		H	P
C60	Systematic Alien Verification Eligibility (S.A.V.E.)		I		H	P
C61	Policy development and support		I	Policy sources: Executive order, Federal and State regulations and laws, Court decisions, policy maker decisions	H	P
C62	Financial/budget analysis (for large changes)		I		H	P

Central Office						
Row	Activity	Measures	Qualifiers	Constraints	Responsibility*	
					Vendor	State
C63	Bill analysis for Legislature		I			P
C64	State and Federal reporting		I		H	P
C65	Constituent correspondence		T / I		H	P
C66						
C67	OMPP - Office of Medicaid Policy & Planning Interface activities (e.g. systems interfaces, program & policy planning, coordination of services)		I	Substantial activity in these areas		
C68	Medicaid Disability Case Review and Recommendation	Weekly reports detail volume, turn around time in unit and case aging from application date to present, caseload reports by reviewer and region	T	Decision within 90 days from application date by federal mandate.	P	
C69	Receive medical packet from local office via mail- non Accelerated Cases		T		P	
C70	Assigned to appropriate regional team for review via MRT System		T		P	
C71	Request additional information from provider if necessary		T		P	
C72	Review case and render decision recommendation		T		P	
C73	If approved enter this recommendation into ICES so local office can combine this recommendation with their recommendations on non-medical issues		T		P	A

Central Office						
Row	Activity	Measures	Qualifiers	Constraints	Responsibility*	
					Vendor	State
C74	If denied, get MRT physician to review case and then enter that decision into ICES as above		T		P	
C75	Receive Medical packet from local office via fax- Accelerated Cases		T		P	
C76	Most severe alleged diagnosis faxed to MRT for review with verification of condition or minimal medical evidence as defined by policy		T		P	
C77	Assigned to appropriate regional team for review via MRT System		T		P	
C78	Reviewed within 48 hours of receipt		T		P	
C79	If approved enter this recommendation into ICES so local office can combine this recommendation with their recommendations on non-medical issues		T		P	
C80	If denied, get MRT physician to review case and then enter that decision into ICES as above		T		P	
C81	AIM / MMIS - Claims Payment System		I	EDS contract	H	P
C82	Level of Care		T	Vendor assumes current contract	P	
C83	Estate Recovery		I			
C84	Managed Care		I		H	P

Central Office						
Row	Activity	Measures	Qualifiers	Constraints	Responsibility*	
					Vendor	State
C85	CHIP - Children's Health Insurance Program		I/P		H	P
C86						
C87	Medicaid Eligibility-	Program Integrity / QC report on MA eligibility, Thornton MAD report, Federal reports, monthly caseload reports, AIM & Med-Insight reports				
C88	Eligibility Determinations			Approval of eligibility determinations is the state's responsibility.		
C89	All mail-in applications for Hoosier HealthWise		T		P	H, A
C90	Waiver assistance applications		T, I	Waiver approval provided by BDDS	P	H, A
C91	Eligibility Determinations & case management for all Breast and Cervical Cancer (MA12) applicants		I			P
C92	Policy development and support		I	Restricted to Eligibility issues (does not include program design, etc.) Policy sources: Executive order, Federal and State regulations and laws, Court decisions, policy maker decisions	H	P
C93	Financial/budget analysis (for large changes)		I		H	P

Central Office						
Row	Activity	Measures	Qualifiers	Constraints	Responsibility*	
					Vendor	State
C94	Bill analysis for Legislature		I			P
C95	State and Federal reporting		I		H	P
C96	Constituent correspondence		T / I		H	P
C97						
C98	Program Integrity / Quality Control-	Foodstamp Federal sub-sample Review, Federal State Agency Operations Review (SAOR), sanctions & rewards, ad-hoc reports		TANF Q/C could be added; Medicaid Q/C or PERM could be defined		
C99	Determine Federally mandated error rates (positive & negative) for Foodstamps and Medicaid		I		H	P
C100	Conduct Federally mandated management evaluations of the local offices.		I		H	P
C101	Other Quality Assurance activities and audits (e.g., special State projects, Continual Improvement initiative)		I	State assumes Vendor will structure to make ongoing improvements	H	P
C102	Public Assistance Field Consultants- act as liaisons between local and central office re policy, training, input		I		H	P
C103	Corrective action plans as required by Federal, State or Contractual provisions		T		P	A
C104						
C105	Other State or Federally Funded Programs-	Annual State Budget, claims reports				

Central Office						
Row	Activity	Measures	Qualifiers	Constraints	Responsibility*	
					Vendor	State
C106	HCI- Hospital Care for the Indigent					
C107	Policy support		I		H	P
C108	RCAP- Residential Care Assistance Program			Div of Aging makes eligibility decisions, sets policy, and approves claims		
C109	ARCH - Assistance to Residents of County Homes					P
C110	Policy support		I		H	P
C111	RBA - Room & Board Assistance					P
C112	Policy support		I		H	P
C113	Medical Burial Assistance					
C114	Policy support		I		H	P
C115	CSHCS- Children's Special Health Care Services			ISDH (Health) makes eligibility decisions, sets policy, and approves claims		
C116	Liaison to Board of Health		I		H	P
C117	Repatriation					
C118	Policy, case management, financial administration, reporting, constituent services		I	Minimal impact - Vendor may be asked for assistance from time to time, infrequently (once or twice / year)	H	P

F-3 Central Office Administration

Central Office Administration						
Row	Activity	Measures	Qualifiers	Constraints	Vendor	State
		Current Measures (FTEs, Volume, Duration, Error rates, etc.)	Ctgy (Task / Interface / Policy)	(Immutable, Policy Changes)	(Perform, Help, Approve, Recommend)	
A1	Contract Monitoring, Management & Auditing	Budgets (prime & sub), incentives, penalties/liquidated damages terms, timeliness to approval	I	Current contracts flow through FSSA Contract Administration group; Procurement conditions, e.g., requirements for competitive procurement at threshold points		
A2	Grants & Contracts-					
A3	Contracts assumed by Vendor					
A4	Local office facility security & leasing		T/I	Vendor assumes some leases and facility management for local offices. Where DCS and DFR are co-located the vendor will have to have a transition plan in place for those FTEs/duties that are vendor responsibilities.	P, R	P, A
A5	Client/Provider Services		T, I	State reserves right to review and approve form and content of sub-contract agreements, including quality of service / SLAs	P	A
A6	Retained contracts					
A7	Energy assistance program, interpreter contracts		I			P

Central Office Administration						
Row	Activity	Measures	Qualifiers	Constraints	Vendor	State
A8	Information Technology contracts		I		H	P, A
A9	DTS IT Contract Management Initiative		I	DTS is driving standardization initiative	C	P, A
A10	State Forms, Graphics, Personal Services		I			P
A11	Procurement			IDOA is primary approver for State contracts, Budgets come from State Board of Accounts (SBA) through FSSA		
A12	Contract payments					
A13	Retained contracts (e.g., ICES maintenance, CCDF exceptions)		I		H	P, A
A14	Contracts assumed by Vendor (e.g., IMPACT, some facilities)		T, I		P	A
A15	Contracts in transition		T, I		P	H, A
A16	Auditor offices (e.g., SBA, FSSA Audit, DFR Program Integrity, Federal (IRS, CMS))	Frequency e.g., Federal - annual; SBA - SFY; FSSA - random; DFR - monthly sample	I	Vendor interfaces w/ State, Agency & Program	H	P
A17						
A18	Budget and Finance-					
A19	Budget Development	Budgets	I		H	P
A20	PCAP (Performance Cost Allocation Plan)	Federal reimbursements	T, I		C, H	P
A21	State or Federal payment intercept (e.g., payroll, tax refund, lottery)	Payment reports (FSSA)	I		H	P
A22	Fiscal/Legislative Impact (Cost Impact Analysis of legislative changes, staffing changes, outsourcing initiatives, etc.)		I		H	P

Central Office Administration						
Row	Activity	Measures	Qualifiers	Constraints	Vendor	State
A23	HCI Medical Determination & Claiming	Estimate 2000/mo	I	Nursing group in Financial area makes medical determinations		P
A24	Burial Assistance Program		T, I	100% State funded	P	A
A25						
A26	Human Resource Support-	Turnover/attrition rates, employee satisfaction, Span of Control measures; Workload Weight report; salary reports; job descriptions		All State employees have access to PeopleSoft; Vendor staff do not		
A27	Employment, Employee Relations, Compensation					
A28	Retained staff		I			P
A29	Vendor staff		T		P	
A30	Web-based training services				P	
A31	Retained staff		I			P
A32	Vendor staff		T		P	
A33	Transition staff		T, I		P	H, A
A34						
A35	Legal Support-	Estate recoveries				
A36	Medicaid Estate Recovery- Local County Attorneys				H	P
A37	Central Legal-				H	P
A38	Litigation		I		H	P
A39	Advise DFR on Eligibility issues		T		H	P
A40	Advise DFR on Policy Decisions		I		H	P

Central Office Administration						
Row	Activity	Measures	Qualifiers	Constraints	Vendor	State
A41						
A42	Information Technology-					
A43	See Attachment F for details on State owned Processes				C, R	P
A45	Vendor System Support Services (following the ITIL reference model)			Compliance required where standards exist or are implemented; FSSA reserves right to approve that compliance is achieved		A
A46	Service Level Management		T, I	IOT/DTS Standards apply	P, C	
A47	Incident Management		T, I		P	
A48	Problem Management		T, I		P	
A49	Change Management		T, I	IOT/DTS Standards apply	P, C	
A50	Disaster Recovery Planning/IT Service Continuity Management		T, I	IOT Standards apply	P, C	A
A51	Helpdesk/Service Desk		T, I	IOT/DTS Standards apply	P, C	
A52	Release Management		T, I	IOT/DTS Standards apply	P, C	
A53	Configuration Management		T, I	IOT/DTS Standards apply	P, C	
A54	Capacity Management		T, I		P	
A55	Financial Management		T, I		P	
A56	Availability Management		T, I		P	
A57	Security Management		T, I	IOT/DTS Standards apply	P, C	A

F-4 Acronyms

Acronym	Definition	Acronym	Definition
AAP	Adoption Assistance Program	IMPACT	Indiana Manpower and Comprehensive Training
AE	Application Entry	IOT	Indiana Office of Technology
AEABC	Driver flow in ICES to calculate standard filing unit & benefit	IPV	Intentional Program Violation
AECSQ	Initial application driver flow in ICES	IQAI	Inquiry screen in ICES to determine if address inquiry
AEFEC	Screen in ICES to record expected changes-generates alerts	IQIS	Inquiry screen in ICES individual's name and SSN match
AEWAA	Assistance group authorization screen in ICES	IRS	Internal Revenue Service
AIM	Advanced Information System (Medicaid)	ISDH	Indiana State Board of Health
AIS	Automated Intake System	ISETS	Indiana Support Enforcement Tracking System
AR	Application Registration	IT	Information Technology
ARAD	Application Registration address registration	ITIL	Information Technology Infrastructure Library
ARCH	Assistance to Residents of County Homes	IV-E FC	Title Four E- Foster Care
BDDS	Bureau of Developmental Disabilities Services	MA	Medicaid
BOSS	Electronic Benefit Transfer System	MA12	Medicaid Eligibility for Breast and Cervical Cancer Applicants
BV	Benefit Recovery	MAD	Medicaid Disability
CCDF	Child Care Development Fund	MADW	Medicaid Disability - Disabled Work Program
CMMI	Capability Maturity Model Integration	Med-Insight	System Support for MRT
CHIP	Children's Health Insurance Program	MITA	Medicaid Information Technology Architecture
CITRIX	Message Center System	MMIS	Medicaid Management Information System
CMS	Contract Management System	MRT	Medical Review Team
CMS	Center for Medicare/Medicaid Services	OMPP	Office of Medicaid Policy and Planning
COGNOS	Business intelligence reporting & analysis	OTC	Over the Counter

Acronym	Definition	Acronym	Definition
	software for FSSA		
CSHCS	Children's Special Health Care System	PAL	Policy Answer Line
CW	Caseworker	PCAP	Performance Cost Allocation Plan
DCS	Department of Child Services	PERM	Payment Error Rate Measure
DFR	Division of Family Resources	QA	Quality Assurance
DTS	Division of Technology Services	QC	Quality Control
DWD	Department of Work Force Development-unemployment	R and R	Rights and Responsibilities
EBT	Electronic Benefit Transfer	RBA	Room and Board Assistance
EDS	Electronic Data Systems	RCAP	Residential Care Assistance Program
EPO	Enterprise Program Office	RID Number	Recipient Identification Number
ESB	Enterprise Service Bus	S.A.V.E.	Systematic Alien Verification Eligibility
FIST	Fraud and Abuse System	SAOR	State Agency Operations Review
FSSA	Family Social Services Agency	SBA	State Board of Accounts
HCI	Hospital Care for the Indigent	SFY	State Fiscal Year (7/1 - 6/30)
HHW	Hoosier Healthwise	SLA	Service Level Agreement
HIPAA	Health Insurance Portability Accountability Act	SOA	Service Oriented Architecture
IAT	IMPACT Assessment Tool	SPR	Second Party Review
ICES	Indiana Client Eligibility System	TANF	Temporary Assistance for Needy Families
ICWIS	Indiana Child Welfare Information System	TPL	Third party Liability
IDOA	Indiana Department of Administration		

Attachment G: Solutions Cost Summary

The financial model includes the State's current estimate of administrative spending and a method by which total cost savings will be determined. The Excel spreadsheet version of the financial model is provided in the Data Repository and is to be completed by Respondent. The Structural Overview page provides a diagram of how the total administrative costs are broken out by category.

The Structural Overview page includes the formula the State will use to determine total cost savings:

- Baseline Cost is the State's current estimated administrative spending.
- Service Cost is the amount the State will pay Respondent to perform service.
- Retained Cost is the amount the State will spend in order to perform any part of the service that the Vendor does not perform.

The Structural Overview page also includes a list and definitions of the cost categories that are used by the Division of Family Resources for its Cost Allocation Plan.

The Respondent is to inform the State how much it will charge for Service Cost and how much the State will incur for Retained Costs. The green cells represent Service Cost and Retained Cost in each of the worksheets.

Attachment H: Covenant Not to Sue

STATE OF INDIANA

RELEASE AND COVENANT NOT TO SUE

In consideration of the opportunity to submit a Proposal pursuant to RFP 6-58 respecting FSSA Eligibility Determination Services, the undersigned Respondent hereby releases and covenants not to sue (a) the State of Indiana and all its elected and appointed officials, (b) all state agencies as defined in I.C. 4-13-1-1 (including without limitation the Family and Social Services Administration, the Indiana Department of Administration and the Department of Child Services) and their respective officials, (c) the Office of the Attorney General of the State of Indiana, and (d) the selection entity(ies) for RFP 6-58 and its members, and the respective employees, consultants, representatives, attorneys and agents of any of (a), (b), (c) and (d) (all of the foregoing persons or entities being collectively referred to as the "State Parties") from and in respect of, all manner of action or actions, cause or causes of action, suits, debts, sums of money, contracts, promises, controversies, damages, judgments, preventions, claims, demands, liabilities and obligations, of whatever kind or nature, at law or equity, which the Respondent ever had or now has or may in the future have against any State Party that may arise as a result of or in connection with any decision or action or failure to act by any State Party pursuant to RFP 6-58 or in connection with any process or procedure under RFP 6-58(collectively, "Claims").

This release and covenant not to sue shall be binding upon Respondent, and shall inure to the benefit of the State Parties, and their respective successors, assigns, heirs and personal representatives.

Agreed to this _____ day of _____, 20_____.

"Respondent"

By:_____

_____, _____

(Name)

(Title)

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