

ADDENDUM

Contract #000000000000000000044313

This Addendum is entered into by and between Indiana Department of Child Services ("the State") and the entity designated as "the Contractor" below. In consideration of those mutual undertakings and covenants, the parties agree as follows:

The purpose of this Addendum is to modify, delete, or amend certain terms and conditions set forth in the attached Form Contract prepared by the Contractor (the "Form Contract"). This Addendum and the Form Contract are incorporated into each other and, when read together, shall constitute one integrated document ("this Contract"). Any inconsistency, conflict, or ambiguity between this Addendum and the Form Contract shall be resolved by giving precedence and effect to this Addendum.

Contractor Name: Elixir Lab USA, Inc. d/b/a Cardinality.ai ("Contractor" or "Company")

Contractor Address: 1775 Tysons Blvd., Level 5, Tysons, VA 22102

Title of Form Contract: Software as a Service Agreement

Definitions:

- a. **Data** means all information, whether in written, or electronic form, created by or in any way originating with the State, and all information that is the output of any computer processing, or other electronic manipulation, of any information that was created by or that in any way originated with the State, in the course of using and configuring the services.
- b. **Data Breach** means any actual or reasonably suspected unauthorized decryption and access to Encrypted Data or acquisition of unencrypted Encrypted Data.
- c. **Encrypted Data** means Data that is required to be encrypted under the Contract and Statement of Work.
- d. **Indiana Office of Technology** means the agency established by Ind. Code § 4-13.1-2-1.
- e. **Information Security Framework** means the State of Indiana's written policy and standards document governing matters affecting security and available at <http://www.in.gov/iot/2339.htm>.
- f. **Security Incident** means any actual or reasonably suspected unauthorized access to the Contractor's system, regardless of whether Contractor is aware of the Data Breach. A Security Incident may or may not become a Data Breach.
- g. **Service(s)** means that which is provided to the State by the Contractor pursuant to this Contract and the Contractor's obligations under the Contract.

1. By mutual agreement of the parties, the following terms and conditions are deleted from the Form Contract:
 - A. Any provision requiring the State of Indiana to provide insurance
 - B. Any provision requiring the State of Indiana to provide indemnity
 - C. Any provision providing that the Contract be construed in accordance with laws other than those of the State of Indiana
 - D. Any provision providing that suit be brought in any state other than Indiana
 - E. Any provision providing for resolution of contract disputes
 - F. Any provision requiring the State of Indiana to pay any taxes
 - G. Any provision requiring the State of Indiana to pay penalties, liquidated damages, interest or attorney's fees
 - H. Any provision modifying the applicable Indiana statute of limitations
 - I. Any provision relating to the time within which a claim must be made.
 - J. Any provision requiring payment of consideration in advance unless authorized by an exception listed in IC § 4-13-2-20
 - K. Any provision limiting disclosure of the contract in violation of the Access to Public Records Act, IC § 5-14-3. This is a Public Contract and will be posted on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2.
 - L. Any provision requiring payment in less than 35 days
 - M. Any provision providing for automatic renewal
 - N. Any provision giving the Form Contract precedence over this Addendum

2. Form Contract/Duties of Contractor.

The Contractor shall provide platform software that will be a part of the overall solution for the new child support and child welfare systems; this shall include an enterprise license for 5000 users and 2,000 annual hours of onsite product engineer support and training for the second and third year of the Contract, as further detailed in the Form Contract, Appendix A, Appendix B, Appendix C, Appendix D, and Appendix E (collectively identified as "Attachment 1").

3. Term.

This Contract shall be in effect for a period of three (3) years. It shall commence on July 15, 2020 and shall remain in effect through July 14, 2023.

4. Consideration.

The Contractor will be paid at the rates described in Attachment 2 for performing the duties and providing the license set forth above in Section 2 [Form Contract/Duties of Contractor]. The total remuneration under this Contract shall not exceed \$9,250,000.00 and shall be invoiced as follows:

• License Fees from 7/15/20 – 7/14/21	\$2,750,000.00
• License Fees & Support Package from 7/15/21 – 7/14/22	\$3,250,000.00
• <u>License Fees & Support Package from 7/15/22 – 7/14/23</u>	<u>\$3,250,000.00</u>
• Total Remuneration under the Contract 7/15/20 – 7/14/23	\$9,250,000.00

5. Access to Records.

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

6. Assignment; Successors; and Subcontracting. [Modified]

- A. The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that the Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.
- B. The Contractor shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent. Additionally, the Contractor shall provide prompt written notice to the State of any change in the Contractor's legal name or legal status so that the changes may be documented and payments to the successor entity may be made.
- C. The Contractor shall monitor the performance of all subcontractors and shall remain responsible to the State for the performance of any subcontractor. The Contractor agrees to enter into written agreements with all subcontractors and to provide copies of all subcontracting agreements to the State upon execution. It shall be the responsibility of the Contractor to ensure all subcontractors have the required background checks completed as set forth in Section 54 [Criminal and Background Checks] below. The Contractor further agrees to notify the State of a breach of these provisions by a subcontractor and to discontinue any agreement with the specified subcontractor in the event of a breach.

7 Assignment of Antitrust Claims.

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

8. Audits and Monitoring. [Modified]

- A. The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC § 5-11-1, *et seq.*, and audit guidelines specified by the State.
- B. The State considers the Contractor to be a "Contractor" under 2 C.F.R. 200.330 for purposes of this Contract. However, if it is determined that the Contractor is a "subrecipient" and if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements), Contractor shall arrange for a financial and compliance audit of funds provided by the State pursuant to this Contract, which complies with 2 C.F.R. 200.500 *et seq.* Such an audit shall be of the actual entity, or distinct portion thereof that is the Contractor, and not of a parent, member, or subsidiary corporation of the Contractor, except to the extent such an expanded audit may be determined by the Indiana State Board of Accounts or the State to be in the best interests of the State.
- C. In addition to an independent audit completed in accordance with paragraph A or B of this Section, the State may, in its discretion, conduct a separate audit(s) of funds provided pursuant to this Contract and/or any other necessary on-site monitoring reviews of the Contractor, for the purpose of: (i) outcome tracking, (including, but not limited to, outcome tracking described in Section 1 [Duties of Contractor] of this Contract); (ii) quality review of the services provided by the Contractor pursuant to this Contract; and/or (iii) conducting any other program or service audits of the Contractor.

(1) The Contractor shall, upon written demand by the State, be required to repay to the State all sums paid by the State to the Contractor, for which adequate fiscal and/or service delivery documentation is not in existence for any time period audited. If an audit of the Contractor results in an audit exception, the State shall have the right to set off such amount against current or future allowable claims, demand cash repayment, or withhold payment of current claims in a like amount pending resolution between the parties of any disputed amount.

(2) The Contractor agrees that the State has the right to make recommendations and findings in connection with any financial monitoring or audit of the Contractor's operations, and the Contractor agrees to comply with any corrective actions specified by the State, within the time limits established by the State.

(3) The Contractor will provide to the State, upon request, a copy of any document or report prepared and maintained by the Contractor relative to costs incurred in providing the services described in this Contract (including its exhibits/attachments).

(4) The parties agree that any authorized employee or representative of the State, the state of Indiana or the United States (hereinafter referred to as "governmental agent") shall have the right to enter the premises of the Contractor or any subcontractor of the Contractor and inspect or audit any records or property agreements maintained by the Contractor or its subcontractors in connection with this Contract. The Contractor and its subcontractors shall provide photocopies and make all books, records, and documents that relate to their activities under this Contract available for inspection, review, and audit when requested by a governmental agent. The Contractor shall provide photocopies when requested and ensure the cooperation of its employees, officers, board members, and subcontractors in any review, audit, or inspection conducted by a governmental agent.

(5) Following any State monitoring visit to the Contractor, the State may provide a written report to the Contractor. If the State chooses to provide a written report following a State monitoring visit to the Contractor, the State shall provide such report within a reasonable period of time, as determined by the State, of such monitoring visit. The State's report may contain observations, evaluations, suggestions and/or specific directions for corrective action by the Contractor. In the event that specific corrective action is required, the Contractor will have sixty (60) days from the receipt of the directions to comply, unless a different time period for correction is specified by State. A failure of the Contractor to comply with the State's specific directions will be treated as a breach of this Contract. In the case of a dispute, the State and the Contractor will meet at their earliest convenience to resolve the issue in question.

- D. In the event the Contractor is performing services under this Contract that require the Contractor, employee, and/or subcontractor to maintain any credentials or certification, the State may, in its discretion, require an audit be completed either by the State or the applicable credentialing or certifying organization.
- E. As required, the Contractor shall timely file an "Entity Annual Report" (Form E-1) with the State and the Indiana State Board of Accounts.

9. Authority to Bind Contractor.

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

10. Changes in Work.

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

11. Compliance with Laws.

- A. The Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.
- B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, *et seq.*, IC § 4-2-7, *et seq.*, and the regulations promulgated thereunder. **If the Contractor has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the Contractor shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Contract.** If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC § 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.
- C. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana. The Contractor agrees that any payments currently due to the State of Indiana may be withheld from payments due to the Contractor. Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.
- D. The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Contractor agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.
- E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration ("IDOA") following the procedures for disputes outlined

herein. A determination by IDOA shall be binding on the parties. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC § 5-17-5.

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

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

H. As required by IC § 5-22-3-7:

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

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

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

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

(iii) IC § 24-5-14 [Regulation of Automatic Dialing Machines];
in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and

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

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

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

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

12. Condition of Payment. [Modified]

All services provided by the Contractor under this Contract must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of any federal, state or local statute, ordinance, rule or regulation, as well as in accordance with all other specifications set forth above in Section 2 [Form Contract/Duties of Contractor] and in other provisions of this Contract. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract (including, but not limited to, any applicable accreditation and/or service standards set forth above in Section

2 [Form Contract/Duties of Contractor] or performed in violation of any federal, state, or local statute, ordinance, rule or regulation.

13. Confidentiality of State Information. [Modified]

- A. The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material, and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract will not be disclosed to or discussed with third parties without the prior written consent of the State.
- B. The parties acknowledge that the services to be performed by Contractor for the State under this Contract may require or allow access to data, materials, and information containing Social Security numbers maintained by the State in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the State agree to comply with the provisions of IC § 4-1-10 and IC § 4-1-11. If any Social Security number(s) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this Contract.
- C. Security Procedures for Disclosure of Social Security Administration (“SSA”) Records, Information, and Data (“Data”):
 - (1) The State will restrict access to Data obtained from SSA to only those authorized contractors and agents who need such Data to perform their official duties in connection with purposes identified in this Contract. The Contractor agrees to abide by all relevant federal laws, restrictions on access, use, and disclosure, and security requirements for SSA Data set forth in the following documents which are available for review, by request, in the Legal Division, DCS’ Central Office, and incorporated herein by reference:
 - (2) Information Exchange Agreement Between The Social Security Administration (SSA) and The Indiana Department of Child Services (State Agency), “**IEA**,” a copy of which is on file and available for review, by request, in the Legal Division, DCS’ Central Office and incorporated herein by reference;
 - (3) Computer Matching and Privacy Protection Act Agreement, “**CMPPA Agreement**,” a copy of which is on file and available for review, by request, in the Legal Division, DCS’ Central Office and incorporated herein by reference; and
 - (4) All related attachments referred to in the IEA and the CMPPA Agreement, including, but not limited to, **Attachment 3: Systems Security Requirements for SWA Access to SSA Information Through the ICON System**, and **Attachment 4: Information System Security Guidelines For Federal, State and Local Agencies Receiving Electronic Information from the Social Security Administration**, copies of which are on file and available for review, by request, in the Legal Division, DCS’ Central Office and incorporated herein by reference.
 - (a) The Contractor will not use, duplicate, disseminate, or disclose such Data without prior notice to and prior written approval of both the State and SSA.
 - (b) The Contractor agrees to maintain a current list of all employees and agents with access to SSA Data and provide such list(s) to the State upon request.
 - (c) The Contractor and its agents who access, use, or disclose SSA data in a manner or purpose not authorized by this Contract may be subject to

civil and criminal sanctions pursuant to applicable federal and state statutes.]

- D. As used in IRS Exhibit 7 [for General Services] or [for Technology Services], which is attached hereto as **Exhibit 1** and hereby incorporated by reference, and as used in the remaining paragraphs of this Section:

"return" means any tax or information return, declaration of estimated tax, or claim for refund required by, or provided for or permitted under, the provisions of the Internal Revenue Code ("IRC") which is filed with the Secretary of the Treasury or his delegate (hereinafter in this Section referred to as "Secretary") by, on behalf of, or with respect to any Person (hereinafter in this Section, "Person" means an individual, a trust, estate, partnership, association, company or corporation), and any amendment or supplement thereto, including supporting schedules, attachments, or lists which are supplemental to, or part of, the return so filed.

"return information" means --

- (1) a Taxpayer's (hereinafter in this Section, "Taxpayer" means any Person subject to any internal revenue tax) identity, the nature, source, or amount of his income, payments, receipts, deductions, exemptions, credits, assets, liabilities, net worth, tax liability, tax withheld, deficiencies, overassessments, or tax payments, whether the Taxpayer's return was, is being, or will be examined or subject to other investigation or processing, or any other data, received by, recorded by, prepared by, furnished to, or collected by the Secretary with respect to a return or with respect to the determination of the existence, or possible existence, of liability (or the amount thereof) of any Person under the IRC for any tax, penalty, interest, fine, forfeiture, or other imposition, or offense,
- (2) any part of any written determination or any background file document relating to such written determination (as such terms are defined in section 6110(b) of the IRC) which is not open to public inspection under section 6110 of the IRC,
- (3) any advance pricing agreement entered into by a Taxpayer and the Secretary and any background information related to such agreement or any application for an advance pricing agreement, and
- (4) any agreement under section 7121 of the IRC, and any similar agreement, and any background information related to such an agreement or request for such an agreement,

but such term does not include data in a form which cannot be associated with, or otherwise identify, directly or indirectly, a particular Taxpayer. Nothing in the preceding sentence, or in any other provision of law, shall be construed to require the disclosure of standards used or to be used for the selection of returns for examination, or data used or to be used for determining such standards, if the Secretary determines that such disclosure will seriously impair assessment, collection, or enforcement under the internal revenue laws.

- E. For any Federal tax return and return information ("FTI"), the Contractor agrees to comply with all applicable provisions of the "Tax Information Security Guidelines for Federal, State, and Local Agencies," IRS Publication 1075, published by the Secretary of the Treasury and available at the following Internal Revenue Service ("IRS") website (or any designated successor website): <http://www.irs.gov/pub/irs-pdf/p1075.pdf>.

- F. As required by the IRC and to ensure IRS audit compliance, the Contractor must comply with all of the requirements/information set forth in IRS Exhibit 7 [for General Services] or [for Technology Services].
- G. The provisions/requirements outlined above in this Section and outlined in IRS Exhibit 7 [for General Services] or [for Technology Services] equally apply to state of Indiana tax returns and return information, with "return" and "return information" utilized in this sentence in the same manner as such terms are defined above in paragraph **[D]** of this Section, except the terms used herein are received by, recorded by, prepared by, furnished to, collected by, or otherwise related to the Indiana Department of State Revenue.
- H. The parties acknowledge that even though the Contractor has access to Federal tax return and return information ("FTI") pursuant to this Contract, such FTI has not been obtained from the Internal Revenue Service ("IRS"). If the situation changes and the Contractor is going to have access to FTI obtained from the IRS pursuant to this Contract, this Contract will have to be formally amended to ensure that the Contractor will have to comply with all applicable provisions of the "Tax Information Security Guidelines for Federal, State, and Local Agencies," IRS Publication 1075, published by the Secretary of the Treasury and available at the following Internal Revenue Service ("IRS") website (or any designated successor website): <http://www.irs.gov/pub/irs-pdf/p1075.pdf>, and the Contractor will also have to comply with all of the requirements/information set forth in the appropriate IRS Exhibit 7.
- I. Notice Regarding Security Incident or Data Breach:
- (a) Incident Response: contractor may need to communicate with outside parties regarding a Security Incident, which may include contacting law enforcement, fielding media inquiries, and seeking external expertise as mutually agreed upon, defined by law, or contained in the contract. Discussing Security Incidents and Data Breaches with the State must be handled on an urgent basis, as part of contractor's communication and mitigation processes as mutually agreed upon in the Service Level Agreement, contained in the contract, and in accordance with IC 4-1-11 and IC 24-4.9 as they may apply.
 - (b) Security Incident Reporting Requirements: The contractor shall report a Security Incident to the State-identified contact(s) as soon as possible by telephone and email, but in no case later than one (1) hour after the Security Incident occurs. Notice requirements may be clarified in the Service Level Agreement and shall be construed in accordance with IC 4-1-11 and IC 24-4.9 as they may apply.
 - (c) Data Breach Reporting Requirements: If a Data Breach occurs, the contractor shall do the following in accordance with IC 4-1-11 and IC 24-4.9 as they may apply: (1) as soon as possible notify the State-identified contact(s) by telephone and email, but in no case later than two (2) days after the Data Breach occurs unless a shorter notice period is required by applicable law; and (2) take commercially-reasonable measures to address the Data Breach in a timely manner. Notice requirements may be clarified in the Service Level Agreement. If the Data involved in the Data Breach involves protected health information, personally identifying information, social security numbers, or otherwise confidential information, other sections of this contract may apply. The requirements discussed in those sections must be met in addition to the requirements of this section.
- J. Responsibilities Regarding Data Breach: This provision applies when a Data Breach occurs with respect to Encrypted Data within the possession or control of the Contractor:

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

14. Continuity of Services.

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

15. Debarment and Suspension. [Modified]

- A. The Contractor certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State of Indiana. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.
- B. The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract, including a review of information included at <http://www.oig.hhs.gov/> and <https://www.sam.gov/portal/public/SAM/> (and any designated successor websites), and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Contractor shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

16. Default by State.

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

17. Disputes.

- A. Should any disputes arise with respect to this Contract, the Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
- B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the State for such costs.
- C. If the parties are unable to resolve a contract dispute between them after good faith attempts to do so, a dissatisfied party shall submit the dispute to the Commissioner of the Indiana Department of Administration for resolution. The dissatisfied party shall give written notice to the Commissioner and the other party. The notice shall include: (1) a description of the disputed issues, (2) the efforts made to resolve the dispute, and (3) a proposed resolution. The Commissioner shall promptly issue a Notice setting out documents and materials to be submitted to the Commissioner in order to resolve the dispute; the Notice may also afford the parties the opportunity to make presentations and

enter into further negotiations. Within thirty (30) business days of the conclusion of the final presentations, the Commissioner shall issue a written decision and furnish it to both parties. The Commissioner's decision shall be the final and conclusive administrative decision unless either party serves on the Commissioner and the other party, within ten (10) business days after receipt of the Commissioner's decision, a written request for reconsideration and modification of the written decision. If the Commissioner does not modify the written decision within thirty (30) business days, either party may take such other action helpful to resolving the dispute, including submitting the dispute to an Indiana court of competent jurisdiction. If the parties accept the Commissioner's decision, it may be memorialized as a written Amendment to this Contract if appropriate.

- D. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Contractor of one (1) or more invoices not in dispute in accordance with the terms of this Contract will not be cause for the Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.
- E. With the written approval of the Commissioner of the Indiana Department of Administration, the parties may agree to forego the process described in subdivision C. relating to submission of the dispute to the Commissioner.
- F. This paragraph shall not be construed to abrogate provisions of IC § 4-6-2-11 in situations where dispute resolution efforts lead to a compromise of claims in favor of the State as described in that statute. In particular, releases or settlement agreements involving releases of legal claims or potential legal claims of the state should be processed consistent with IC § 4-6-2-11, which requires approval of the Governor and Attorney General.

18. Drug-Free Workplace Certification.

- A. As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, the Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor, or an employee of the Contractor in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.
- B. In addition to the provisions of the above paragraph, if the total amount set forth in this Contract is in excess of \$25,000.00, the Contractor certifies and agrees that it will provide a drug-free workplace by:
 - (1) 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;
 - (2) Establishing a drug-free awareness program to inform its employees of: (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;

- (3) 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;
- (4) Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- (5) 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
- (6) Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (1) through (5) above.

19. Employment Eligibility Verification.

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

- A. The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC § 22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.
- B. The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.
- C. The Contractor shall require his/her/its subcontractors, who perform work under this Contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

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

20. Employment Option. [Modified]

- A. For purposes of this Section, the term "employee" includes any persons working on duties which are the subject of this Contract, including, but not limited to, the Contractor's employees working on this Contract, any subcontractors working for the Contractor on this Contract, and any of these subcontractors' employees or subcontractors.
- B. For purposes of this Section, the term "hire" or "hiring" means to hire, to directly contract with, to subcontract with, and/or to procure services through a State managed service

provider, State quantity purchase agreement, or its equivalent (as determined by the State).

- C. If the State determines at any time during the term of this Contract (including any extensions thereto) that it would be in the State's best interest to hire an employee of the Contractor, the Contractor will release the selected employee from any non-competition agreements that may be in effect within thirty (30) days of receiving a request for such release from the State. This release will be at no cost to the State or the employee.
- D. The Contractor agrees that the State may initiate conversations about a potential hiring with any employee of the Contractor at any time during the term of this Contract (including any extensions thereto).

21. Force Majeure.

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

22. Funding Cancellation.

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

23. Governing Law.

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

24. HIPAA Compliance.

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

25. Indemnification.

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

26. Independent Contractor; Workers' Compensation Insurance. [Modified]

- A. The Contractor is performing as an independent entity under this Contract. No part of this Contract shall be construed to represent the creation of an employment, agency, partnership, or joint venture agreement between the parties. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees, or subcontractors of the other party.

- B. The Contractor shall provide all necessary unemployment and workers' compensation insurance for the Contractor's employees, and shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under this Contract.

- C. The Contractor certifies and agrees that the services the Contractor provides under this Contract will be performed in accordance with the following guidelines:
 - (1) Behavioral control - The Contractor will be responsible to direct and control its staff with respect to how to carry out its duties under this Contract including:
 - (a) monitoring or providing training on how to perform services and
 - (b) instructions on:
 - when and where to do the work;
 - what tools or equipment to use;
 - what workers to hire or to assist with the work;
 - where to purchase supplies and services;
 - what work must be performed by a specified individual; and
 - what order or sequence to follow.

 - (2) Financial control - In carrying out its duties hereunder, the Contractor will be responsible for:
 - (a) all business expenses incurred;
 - (b) any facilities or equipment it requires;
 - (c) managing its resources to meet obligations to the State and any other parties;
 - (d) all employment or contract issues with its staff; and
 - (e) managing any fluctuations in the cost of providing services.

 - (3) Type of relationship - The Contractor's relationship with the State:
 - (a) is controlled by this Contract;
 - (b) includes no benefits other than the consideration paid for services rendered;
 - (c) includes no promise of future agreements; and
 - (d) addresses only one aspect of the State's overall mission.

27. Indiana Veteran Owned Small Business Enterprise Compliance. [Deleted]

28. Information Technology Enterprise Architecture Requirements.

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

29. Insurance.

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

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

The Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative a certificate of insurance prior to the commencement of this Contract and proof of workers' compensation coverage meeting all statutory requirements of IC §22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required if any of the services provided under this Contract involve work outside of Indiana.

- B. The Contractor's insurance coverage must meet the following additional requirements:
- (1) The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.
 - (2) Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.
 - (3) The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this Contract shall not be limited by the insurance required in this Contract.
 - (4) The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State agency.
 - (5) The Contractor waives and agrees to require their insurer to waive their rights of subrogation against the State of Indiana.
- C. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the State to immediately terminate this Contract. The Contractor shall furnish a certificate of insurance and all endorsements to the State representative listed in Section 35(A)(1) [Notice to Parties] before the commencement of this Contract.
- 30. Key Person(s).** [Deleted]
- 31. Licensing Standards.** [Modified]
- A. The Contractor, its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules, or regulations governing services to be provided by the Contractor pursuant to this Contract. The State will not pay the Contractor for any services performed when the Contractor, its employees or subcontractors are not in compliance with such required and applicable standards, laws, rules, or regulations. If any required license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable required license, certification, or accreditation, the Contractor shall notify the State immediately and the State, at its option, may immediately terminate this Contract, provided; however, if this Contract is terminated based on a license revocation or other disciplinary action that is reversed or overturned on appeal, this Contract will be immediately reinstated by the State. This paragraph shall not apply to any voluntary accreditation that the Contractor chooses to maintain. If accreditation is not required for the Contractor, noncompliance with voluntary accreditation standards shall not constitute grounds for nonpayment, revocation, or any other disciplinary actions outlined in this Section.
- B. If the required license of any of the Contractor's employees or subcontractors expires or is revoked, the Contractor will immediately prohibit such employee or subcontractor from providing any services that are subject to this Contract, unless the employee or subcontractor is granted a provisional license or is otherwise authorized to continue to provide services. The State may, at its option, terminate this Contract if the Contractor fails to comply with this requirement.

32. Merger & Modification.

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

33. Minority and Women's Business Enterprises Compliance. [Deleted]

34. Nondiscrimination.

- A. Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). The Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Contract, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Contractor or any subcontractor.
- B. The State is a recipient of federal funds, and therefore, where applicable, the Contractor and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

35. Notice to Parties. [Modified]

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

- (1) Notices to the State shall be sent and/or e-mailed to:

Chief Information Officer
Indiana Department of Child Services
302 W. Washington Street, Room E306, MS 47
Indianapolis, IN 46204
Kevin.Jones@dcs.in.gov (or designated successor's email address)

- (2) Notices to the Contractor shall be sent and/or e-mailed to:

Thiag Loganathan, Strategic Advisor (or successor)
Cardinality.ai
1775 Tysons Blvd, Level 5
Tysons, VA 22102
Thiag@cardinality.ai (or successor's email address)

- B. Notice of any change in the person or address to whom notices should be sent and/or e-mailed, as specified in paragraph A of this Section, shall be given to the other party in the manner provided in paragraph A of this Section.
- C. As required by IC §4-13-2-14.8, payments to the Contractor shall be made via electronic funds transfer in accordance with instructions filed by the Contractor with the Indiana Auditor of State.

36. 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 Addendum, (2) the State's cloud term, (3) the Form Contract and attachments, and (4) attachments prepared by the State. All attachments, and all documents referred to in this paragraph, are hereby incorporated fully by reference.

37. Ownership of Documents and Materials. [Modified]

- A. All documents, records, programs, applications, data, algorithms, film, tape, articles, memoranda, and other materials (the "Materials") not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the Contractor hereby transfers and assigns any ownership claims to the State so that all Materials will be the property of the State. If ownership interest in the Materials cannot be assigned to the State, the Contractor grants the State a non-exclusive, non-cancelable, perpetual, worldwide royalty-free license to use the Materials and to use, modify, copy and create derivative works of the Materials.
- B. Use of the Materials, other than related to contract performance by the Contractor, without the prior written consent of the State, is prohibited. The Contractor shall provide the State full, immediate, and unrestricted access to the Materials and to Contractor's work product during the term of this Contract.
- C. The Contractor shall grant the State shared access to all documents, including child and family records/files, records, programs, data, film, tape, articles, memoranda, and other materials related to this Contract. The Contractor shall provide the State full, immediate, and unrestricted access to such documents and materials during the term of this Contract and as necessary thereafter.
- D. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to the Materials developed for or supplied by the State and used to develop or assist in the services provided while the Materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. The Contractor shall provide the State full, immediate, and unrestricted access to the Materials and to Contractor's work product during the term of this Contract and other property to which the State is entitled hereunder, while the property is in the control or custody of the Contractor.

38. Payments.

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

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

39. Penalties/Interest/Attorney's Fees.

- A. The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, IC § 5-17-5, IC § 34-54-8, IC § 34-13-1 and IC § 34-52-2-3
- B. 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.

40. 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.

41. Public Record.

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

42. 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.

43. 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.

44. Substantial Performance.

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

45. Taxes.

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

46. Termination for Convenience.

This Contract may be terminated, in whole or in part, by the State, which shall include and is not limited to the Indiana Department of Administration (IDOA) and the State Budget Agency

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

47. Termination for Default and Termination or Suspension for Additional Reasons.

[Modified]

A. Termination for Default.

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

B. Termination for Certain Business Changes, Assignments, and Bankruptcy.

The Contractor agrees that the State may terminate this Contract immediately if the Contractor:

- (1) ceases doing business;

- (2) assigns, transfers or delegates any of its duties and responsibilities for performance of this Contract to any other person or entity without prior written approval of the State;
- (3) changes or reorganizes its business in a manner which substantially impairs the ability of the Contractor to perform the services described in this Contract and its exhibits/attachments;
- (4) attempts to assign, transfer, convey or encumber this Contract in any way except as expressly authorized pursuant to the conditions of this Contract; and/or
- (5) if an order for relief is entered upon a voluntary or involuntary petition by or against the Contractor under any provision of Title 11, United States Code, and the trustee or debtor-in-possession does not timely assume all obligations of this Contract to be performed by the Contractor, as provided in 11 U.S.C. § 365, or in the event of appointment of a receiver for the Contractor or execution of an assignment for the benefit of creditors of the Contractor.

Any notice of termination pursuant to this paragraph shall be provided in writing to the Contractor.

C. Termination for Change in Legal Status.

The Contractor shall provide written notice to the State of any change in the Contractor's legal name or legal status including, but not limited to, a sale or dissolution of the Contractor's business. **When possible, DCS requests such notice ninety (90) days prior to the change in legal status in order to reduce the risk of an interruption in services occurring.** The State reserves the right to terminate this Contract should the Contractor's legal status change in any way. Termination pursuant to this paragraph shall be effective from the date of the change in the Contractor's legal status.

D. Termination for Additional Reasons Stated in this Contract.

This Contract is also subject to termination or suspension as stated in any other Section of this Contract, including, but not limited to: Section 8 (Audits); Section 11 (Compliance with Laws); Section 16 (Default by State); Section 18 (Drug-Free Workplace Certification); Section 19 (Employment Eligibility Verification); Section 21 (Force Majeure); Section 22 (Funding Cancellation); Section 24 (HIPAA Compliance); Section 28 (Information Technology Enterprise Architecture Requirements); Section 29 (Insurance); Section 30 (Key Persons); Section 31 (Licensing Standards); Section 34 (Nondiscrimination); Section 46 (Termination for Convenience); Section 52 (Conflict of Interest); and Section 53 (Criminal and Background Checks).

E. State Only Liable for Payment for Services Properly Provided Prior to Termination.

If this Contract is terminated for any reason, the State shall only be liable for payment for services properly provided prior to the effective date of termination with the exception, as set forth above in Section 14 [Continuity of Services] and only if applicable, that the State shall reimburse the Contractor for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration or termination that result from phase-in, phase-out operations). The State shall not be liable for any costs incurred by the Contractor in reliance upon this Contract subsequent to the effective date of termination except as provided in Section 14 [Continuity of Services].

48. Travel.

No expenses for travel will be reimbursed unless specifically authorized by this Contract. Permitted expenses will be reimbursed at the rate paid by the State and in accordance with the Budget Agency's *Financial Management Circular – Travel Policies and Procedures* in effect at the

time the expenditure is made. Out-of-state travel requests must be reviewed by the State for availability of funds and for conformance with *Circular* guidelines.

49. Waiver of Rights. [Modified]

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

50. Work Standards. [Modified]

The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards applicable to the services it provides pursuant to this Contract. The Contractor is responsible for ensuring that its employees, agents, and any subcontractors conform to the professional and technical guidelines and standards applicable to all services and programs that the Contractor provides under this Contract. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract and/or those individuals assigned to provide any of the services pursuant to this Contract, the State may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request.

51. Delivery of Documents, Files, Data, Studies or Reports to the State upon Termination or Expiration of this Contract. [Added]

Upon expiration or termination of this Contract, all documents, files, data, studies or reports prepared by the Contractor or any subcontractor pursuant to this Contract, and any supplies purchased by the Contractor or any subcontractor with funds received through this Contract, shall be delivered to the State. The State may require the transfer of records, documents, or supplies to its own offices or to a designated successor.

52. Conflict of Interest. [Added]

A. Paragraphs B through E of this Section apply if the Contractor is an individual, a corporation that issues stock to individuals representing ownership shares of the corporation, a partnership, a limited liability company, or any other form of business organization or association the members or owners of which could receive a personal financial benefit or increase in personal net worth attributable to income or profits received by the organization (exclusive of compensation in the form of salary or wages paid for services rendered to the organization). This Section, other than Paragraph F, does not apply if the Contractor is a nonprofit corporation, a school or university that is not organized or operated for the financial benefit or profit of individual owners, or an agency of a political subdivision or other governmental organization.

B. 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 the Contractor, if the 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.

- C. The Department may cancel this Contract without recourse by the Contractor if any interested party is an employee of the state of Indiana.
- D. The Department will not exercise its right of cancellation under paragraph C 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 of Indiana employees. The Department may take action, including cancellation of this Contract, consistent with an opinion of the Commission obtained under this Section.
- E. The 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 which the Contractor knows or reasonably could know.
- F. The Contractor acknowledges and agrees that no employee, agent, representative, or subcontractor of the Contractor who may be in a position to participate in the decision-making process of the Contractor or its subcontractors may derive an inappropriate personal or financial interest or benefit from any activity funded through this Contract, either for himself or herself or for those with whom he or she has family or business ties.

53. Security Background Checks. [Added]

- A. This Section applies to all employees of the Contractor or any subcontractor, who have or will have electronic or physical access to children's child support records in connection with performance of any services or activities pursuant to this Contract ("Covered Personnel"). To the extent applicable, the Contractor shall ensure the completion of all criminal history and background checks required by law, this Contract, and the applicable DCS/CSB policies, including those implemented by Administrative Letter. All required checks must be completed and all outstanding issues resolved *prior to* the contract start date. The checks will be conducted following the DCS/CSB Background Checks Policies and related documents and the Contractor shall maintain records of information it gathers and receives on Covered Personnel checked pursuant to this Section. The applicable laws and DCS/CSB's policies and practices are updated periodically, but always available in its most current form upon request and the Contractor shall comply with those current as of the time the Contractor executes this Contract, adds Covered Personnel, renews this Contract, or reaches the anniversary date of commencement of a multi-year agreement. The current procedure requires the following checks:
 - (1) For those with **only** electronic or physical **access to children's records in accordance with CSB background check policies:**
 - (a) *The Contractor will verify the identity* - employed individuals are subject to criminal and background checks by viewing a current government issued picture I.D.; and

- (b) *CSB will conduct Security Background Checks based on CSB policy*
 - (i) *Conduct Local Law Enforcement Checks* - employed individuals are subject to local law enforcement checks for all places of residency, schooling, and work in the past five (5) years; and
 - (ii) *Conduct FBI fingerprinting Checks* - review of Federal Bureau of Investigation (FBI) fingerprint results conducted to identify possible suitability issues using the CSB Favorability Standards; and
 - (iii) *Validate Citizenship/Residency* – the employed should be eligible to legally work in the United States.
- (c) *DCS will conduct Security Background Checks based on DCS policy*
- (d) *Frequency* - Local law enforcement and fingerprinting reinvestigation must be conducted on Covered Personnel *prior to* the Contract start date and when new Covered Personnel are added.
- (e) *Notification to Contractor* – Contractor will be notified if Covered Personnel does not meet favorability standards.

(2) Background Check Policy from DCS Background Check Unit for all Covered Personnel and Subcontractors:

- (a) The Contractor shall require Covered Personnel to immediately notify the Contractor of any information about them that would have been revealed by the checks above including substantiation for child abuse or neglect or other similar complaints or charges, and of any convictions or arrests. The Contractor shall immediately relay such notice to CSB.
- (b) The Contractor shall ensure all subcontractors have the required background checks. The subcontractor cannot register under the name of the Contractor.
- (c) Each subcontractor will be responsible for coordinating with the Contractor to evaluate their results and resolve any outstanding issues. The subcontractor will be responsible for retaining their own background check results in their own personnel files but shall provide the primary Contractor with the Confirmation.

(3) The required checks must be performed every ten (10) years based on the anniversary of the individual Covered Personnel's initial checks.

- B. The Contractor shall maintain a record of the results of each check conducted pursuant to this Section. The Contractor shall, if requested by the State, provide a copy of that record to CSB or make the record available for inspection by an authorized representative of CSB.
- C. In the event a criminal history or background check required herein produces any record concerning the subject of a check that would be a ground for denial of his or her ability to provide services and/or perform activities pursuant to this Contract and the Contractor chooses to retain such employee or volunteer, that decision may be considered a material breach of this Contract.
- D. The Contractor will be responsible for payment of all fees required to be paid for conducting any check required under this Section.
- E. Upon request, CSB will assist the Contractor in clarifying the requirements of this Section.

54. Environmental Standards. [Added]

The Contractor shall comply with all applicable standards, orders, or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. §7401, et seq.), and its associated Executive Orders, and Section 508 of the Clean Water Act (33 U.S.C. §1251, et seq.) which prohibit the use under non-exempt Federal contracts, grants or loans of facilities included on the EPA List of Violating

Facilities. The Contractor shall report any violations of the paragraph to the State of Indiana and to the United States Environmental Protection Agency Assistant Administrator for Enforcement. The Contractor shall also comply with mandatory standards and policies related to energy efficiency that are contained in the State energy conservation plan issued in accordance with the Energy Policy and Conservation Act (42 U.S.C. 6201), to the extent applicable to Contractor in its performance of its obligations hereunder.

55. Lobbying Activities. [Added]

- A. Pursuant to 31 U.S.C. § 1352, and any regulations promulgated thereunder, the Contractor hereby assures and certifies, to the best of its knowledge and belief, that no federally appropriated funds have been paid, or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress, in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- B. If any funds other than federally appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with this Contract, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying". If the Contractor is required to submit Standard Form-LLL, the form and instructions for preparation of the form may be obtained from the State.
- C. The Contractor shall require that the language of this certification be included in any subcontracts and that all subcontractors shall certify and disclose accordingly.
- D. The foregoing certification is a material representation of fact upon which reliance was or will be placed when entering into this Contract and any transactions with the State. Submission of this certification is a prerequisite for making or entering into any transaction as imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000.00 and not more than \$100,000.00 for each such failure.

56. Davis-Bacon Act. [Added]

The Davis-Bacon Act (40 U.S.C. 3141, et. seq.) provides that contracts in excess of \$2,000 to which the United States or the District of Columbia is a party for construction, alteration, or repair (including painting and decorating) of public buildings or public works within the United States, shall contain a clause (see 52.222-6) that no laborer or mechanic employed directly upon the site of the work shall receive less than the prevailing wage rates as determined by the Secretary of Labor. To the extent that this Act applies to this Contract, Contractor affirms that it is in compliance with these federal requirements.

57. Copeland Act [Added]

The Copeland (Anti-Kickback) Act (18 U.S.C. 874 and 40 U.S.C. 3145) makes it unlawful to induce, by force, intimidation, threat of procuring dismissal from employment, or otherwise, any person employed in the construction or repair of public buildings or public works, financed in whole or in part by the United States, to give up any part of the compensation to which that person is entitled under a contract of employment. The Copeland Act also requires each contractor and subcontractor to furnish weekly a statement of compliance with respect to the wages paid each employee during the preceding week. Contracts subject to the Copeland Act

shall contain a clause (see 52.222-10) requiring contractors and subcontractors to comply with the regulations issued by the Secretary of Labor under the Copeland Act. To the extent that this Act applies to this Contract, Contractor affirms that it is in compliance with these federal requirements.

58. Royalty Free Rights to Use Software or Documentation Developed [Added]

2 CFR 200.315 Intangible property.

- (a) Title to intangible property (see §200.59 Intangible property) acquired under a Federal award vests upon acquisition in the non-Federal entity. The non-Federal entity must use that property for the originally-authorized purpose, and must not encumber the property without approval of the Federal awarding agency. When no longer needed for the originally authorized purpose, disposition of the intangible property must occur in accordance with the provisions in §200.313 Equipment paragraph (e).
- (b) The non-Federal entity may copyright any work that is subject to copyright and was developed, or for which ownership was acquired, under a Federal award. The Federal awarding agency reserves a royalty-free, nonexclusive and irrevocable right to reproduce, publish, or otherwise use the work for Federal purposes, and to authorize others to do so.
- (c) The non-Federal entity is subject to applicable regulations governing patents and inventions, including government wide regulations issued by the Department of Commerce at 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Awards, Contracts and Cooperative Agreements."
- (d) The Federal Government has the right to:
 - (1) Obtain, reproduce, publish, or otherwise use the data produced under a Federal award; and
 - (2) Authorize others to receive, reproduce, publish, or otherwise use such data for Federal purposes.

59. Survival. [Added]

All terms of this Contract which, by their nature, are intended to survive termination, in whole or in part, or expiration of this Contract will survive termination, in whole or in part, or expiration of this Contract, including, but not limited to, the following sections: Section 5. Access to Records; Section 7. Assignment of Antitrust Claims; Section 8. Audits and Monitoring; Section 13. Confidentiality of State Information; Section 14. Continuity of Services; Section 17. Disputes; Section 20. Employment Option; Section 23. Governing Law; Section 24. HIPAA Compliance; Section 25. Indemnification; Section 37. Ownership of Documents and Materials; Section 38. Payments; Section 39. Penalties/Interest/Attorney's Fees; Section 41. Public Record; Section 46. Termination for Convenience; Section 47. Termination for Default and Termination or Suspension for Additional Reasons; Section 48. Travel; Section 49. Waiver of Rights; Section 51. Delivery of Documents, Files, Data, Studies or Reports to the State Upon Termination or Expiration of this Contract; Section 53. Criminal Background Checks; and Section 55. Lobbying Activities. The above list of sections surviving the termination or expiration of this Contract is not exhaustive and there are other provisions of this Contract which shall survive the termination, in whole or in part, or expiration of this Contract.

60. State Boilerplate Affirmation Clause.

I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained in the 2020 OAG/IDOA *Professional Services Contract Manual* or the 2019 *SCM Template*) in any way except as follows:

- 6. Assignment; Successors; and Subcontracting -- modified;**
- 8. Audits and Monitoring -- modified;**
- 10. Changes in Work -- modified;**

11. **Compliance with Laws -- modified;**
12. **Condition of Payment -- modified;**
13. **Confidentiality of State Information -- modified;**
14. **Continuity of Services -- modified;**
15. **Debarment and Suspension -- modified;**
17. **Disputes -- modified;**
20. **Employment Option -- modified;**
26. **Independent Contractor; Workers' Compensation Insurance - modified;**
27. **Indiana Veteran Owned Small Business Enterprise Compliance – deleted;**
30. **Key Persons – deleted;**
31. **Licensing Standards - modified;**
33. **Minority and Women's Business Enterprise Compliance – deleted;**
35. **Notice to Parties - modified;**
36. **Order of Precedence; Incorporation by Reference - modified;**
37. **Ownership of Documents and Materials - modified;**
47. **Termination for Default and Termination or Suspension for Additional Reasons - modified;**
49. **Waiver of Rights - modified;**
50. **Work Standards - modified;**
51. **Delivery of Documents, Files, Data, Studies or Reports to the State Upon Termination or Expiration of this Contract -- added;**
52. **Conflict of Interest -- added;**
53. **Criminal Background Checks -- added;**
54. **Environmental Standards -- added;**
55. **Lobbying Activities -- added;**
56. **Davis-Bacon Act – added;**
57. **Copeland Act – added;**
58. **Royalty Free Rights to Use Software or Documentation Developed – added; and**
59. **Survival -- added.**

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

Non-Collusion and Acceptance

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

Agreement to Use Electronic Signatures

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

https://fs.gmis.in.gov/psp/guest/SUPPLIER/ERP/c/SOI_CUSTOM_APPS.SOI_PUBLIC_CNTRCT S.GBL

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

Elixir Labs, USA, Inc. d/b/a Cardinality.ai

By: *Thiang Loganathan*
952301F7A6BB4B4...

Title: Co-Founder, Strategy

Date: 7/23/2020 | 08:34 EDT

Indiana Department of Child Services

By: *Raider, Leah* -00502
7644D61E065E4D1...

Title: CFO

Date: 7/23/2020 | 16:52 EDT

Electronically Approved by: Indiana Office of Technology By: _____ (for) Tracy E. Barnes, Chief Information Officer	Electronically Approved by: Department of Administration By: _____ (for) Lesley A. Crane, Commissioner
Electronically Approved by: State Budget Agency By: _____ (for) Zachary Q. Jackson, Director	Electronically Approved as to Form and Legality: Office of the Attorney General By: _____ (for) Curtis T. Hill, Jr., Attorney General

ATTACHMENT 1

SOFTWARE AS A SERVICE AGREEMENT

This software-as-a-service agreement ("**Agreement**") is executed

BETWEEN

Elixir Lab USA Inc D/B/A Cardinality.ai (hereinafter referred to as the "**Company**" or "**Contractor**"), organized under the laws of the State of Delaware, having its principal place of business at 1775 Tysons Blvd. Level 5, Tysons, VA 22102,

AND

The Indiana Department of Child Services (hereinafter referred to as "**Customer**" or "DCS").

The Company and the Customer may collectively be referred to as the "**Parties**" and individually as a "**Party**" wherever the context so permits.

Whereas the Parties have expressed a desire of entering into the Addendum and this Agreement to meet their respective objectives, which are set out below:

- 1 The Company operates its business under the name 'Elixir' or 'Cardinality', having a comprehensive proprietary platform for helping government agencies streamline & manage their operations for human services ("**Business**").
- 2 The Company implements its Business by providing a limited and non-exclusive license to its proprietary software that enables management of various child services business functions such as child support, comprehensive child welfare among others. ("**Cardinality Platform**"). The details of the Cardinality Platform are as set forth in **Appendix A**.
- 3 The Company has been granted the contract solicitation (RFS 19-081) to be procured by the Indiana Department of Child Services (DCS) (hereinafter defined as the "**Program**"). The Customer intends to leverage the Cardinality Platform to provide a solution and technical services to the end customers for fulfilling the requirements of the Program.
- 4 Pursuant to discussions and mutual agreements, the license of the Cardinality Platform to the Customer have been agreed to in accordance with the terms and conditions set forth in the Addendum and this Agreement

NOW, THEREFORE, IN CONSIDERATION OF THE FOREGOING AND THE COVENANTS, PROMISES, AGREEMENTS AND PROVISIONS CONTAINED IN THE ADDENDUM AND HEREIN (TO THE EXTENT IT DOES NOT CONFLICT WITH THE ADDENDUM), AND FOR OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. License and Services

- 1.1. Pursuant to the request of the Customer and subject to Customer's continued compliance with the obligations of the Addendum and this Agreement, including the timely payment of all applicable license fees, in accordance with Section 38 [Payments] of the Addendum, the Company has agreed to grant to the Customer a limited, non-exclusive, & extendible license to use the Cardinality Platform for the Program & other programs as deemed fit by the Customer, upon payment of the subscription fees, more fully set forth in **Appendix B**.
- 1.2. The Parties agree that the Cardinality Platform is provided along with a suite of services, which may be agreed to by the Parties and revised from time to time. The Customer may issue a work order, the template of which is attached hereto as **Appendix C** ("**Work Order**"). Such Work Order shall define the services to be performed by the Company, including any ancillary support and training services ("**Services**").
- 1.3. The Company agrees to use commercially reasonable efforts to improve performance of the Cardinality Platform and achieve the continuous improvement road map as set forth in **Appendix D**.
- 1.4. From time to time, the Company may invite the Customer to try beta services at no charge. The Customer may accept or decline any such trial at Customer's sole discretion. Beta services will be clearly designated as beta, pilot, limited release, developer preview, non-production, evaluation or by a description of similar import. Beta services are for evaluation purposes and not for production use, are not considered 'Services' under this Agreement, are not supported, and may be subject to additional terms. Unless otherwise stated, any beta services trial period will expire upon the earlier of one year from the trial start date or the date that a version of the beta services becomes generally available for subscription. The Company may discontinue beta services at any time at its sole discretion and may never make them generally available for subscription. The Customer agree that the Company will have no liability for any harm or damage arising out of or in connection with a beta service.
- 1.5. The Customer agrees and acknowledges that the implementation of the Cardinality Platform for the Program is dependent on the connectivity infrastructure and facilities available at the locations in the state of Indiana. The Company shall not be responsible to provide such connectivity infrastructure and facilities.
- 1.6. The Customer agrees that it is solely responsible for the nature and content of all materials, works, data, statements, and other visual, graphical, video, written or audible communications of any nature submitted by the Customer and/or any end customer, on the Cardinality Platform.
- 1.7. The Customer agrees that the Cardinality Platform may contain third-party software applications, which are separately licensed by their provider, available to Customer for use in connection with the Cardinality Platform ("**Third-party Products**"). Third-party Products may be subject to additional terms and conditions as set forth in the purchaser or other documentation thereof. The Company makes no representations or warranties of any kind and assumes no liability whatsoever for Customer's use of such Third-party Products.

2. Customer Representations, Warranties, and Covenants

The Customer represents, warrants and covenants that:

- 2.1. It has all requisite power and authority to enter into this Agreement.
- 2.2. All obligations of the Customer under the Addendum and this Agreement are legal, valid and binding obligations enforceable as against the Customer in accordance with its terms.
- 2.3. The Customer shall at all times act equitably and in good faith and shall duly comply with the terms and conditions of the Addendum and this Agreement in letter and spirit, provided that they do not conflict with the terms and conditions described in the Addendum.
- 2.4. The Customer owns all right, title and interest in and to any electronic data and information submitted by Customer and/or the end customer into the platform or collected and processed by Customer using the Cardinality Platform (such content, the "Content"), and the Customer has all right and ownership to such Content.

3. Customer Responsibilities

- 3.1. Customer will: (a) be solely responsible for the nature, quality and accuracy of the Content; (b) ensure that the Content (including the storage or transmission thereof) complies with the Addendum and this Agreement, applicable laws and regulations; (c) promptly handle and resolve any notices and claims relating to the Content; (d) promptly handle and resolve any notices sent to Customer by any person claiming that any Content violates any person's rights, including take-down notices pursuant to the Digital Millennium Copyright Act and any other notices; and (e) maintain appropriate security, and protection of the devices accessing the Cardinality Platform. The Company has no liability to Customer or any third party for any reason as a result of (i) any unauthorized disclosure or access to Customer's account or Content as a result of Customer's or an end user's misuse of the Cardinality Platform, or loss or theft of any user password or username; or (ii) any deletion, destruction, damage or loss of Content caused by or at the direction of Customer or an end user.
- 3.2. The Customer will immediately notify the Company in writing of any unauthorized use of any account on the Cardinality Platform, the Content or the Service that comes to Customer's attention. In the event of any such unauthorized use by any third party that obtained access to the Cardinality Platform directly or indirectly through Customer or through any user, the Customer will take all steps necessary to terminate such unauthorized use and will provide the Company with such cooperation and assistance related to any such unauthorized use as the Company may reasonably request.
- 3.3. Customer will not (a) make the license to the Cardinality Platform available to, or use the license to the Cardinality Platform for the benefit of, anyone other than Customer or users, unless expressly stated otherwise in a Work Order, (b) sell, resell, license, sublicense, distribute, make available, rent or lease any Service or Content, or include any Service or Content in a service bureau or outsourcing offering, (c) permit direct or indirect access to or use of any Services or Content in a way that circumvents a contractual usage limit

4. Support and Service Level Commitments

- 4.1. Subject to payment of the corresponding license fee under the Addendum and this Agreement, in accordance with Section 38 [Payments] of the Addendum, the Company will provide the support services ("**Support Services**") specified in the applicable Work Order and as further described in Appendix E. Upon the Company's request, the Customer will provide the Company with access to Customer's computer systems as reasonably required for the Company solely to perform any Support Services and other obligations provided for under the Addendum and this Agreement, such as by VPN (virtual private network) connection or other means.
- 4.2. Service Level Commitments. The Company will use commercially reasonable efforts to meet the service level commitments for the Services as specified in Appendix E subject to the level subscribed to and paid for by the Customer under the applicable Work Order ("**Service Level Commitments**"). Appendix

5. Consideration for Services

- 5.1. In consideration of the licenses and Services provided herein, the Customer shall pay, pursuant to Section 38 [Payments] of the Addendum, to the Company the license fees as set forth in Appendix B.
- 5.2. Fees will be invoiced in accordance with Section 38 [Payments] of the Addendum, .. The Customer is responsible for providing complete and accurate billing and contact information to the Company and notifying the Company of any changes to such information.
- 5.3. If any charge owing by Customer is overdue for a period of 120 days or more, the Company may, without limiting its other rights and remedies, proceed with the processes described in Sections 16 [Default by State] or 17 [Disputes] of the Addendum.
- 5.4. The Company will not exercise its rights under Section 16 [Default by State] or of the Addendum if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.
- 5.5. The Company's fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "**Taxes**"). The Customer is exempt from most state and local taxes and many federal taxes. The Customer will not be responsible for any taxes levied on the Company as a result of this Agreement.

6. Confidentiality and Intellectual Property

- 6.1. For the purpose of this Agreement and only to the extent permitted by the Access to Public Records Act, Indiana Code 5-14-3, "**Confidential Information**" means all information disclosed by a Party ("**Disclosing Party**") to the other Party ("**Receiving Party**"), and shall include, without limitation, all the Company's and third party (including

any client or customer) information which is proprietary and not available to the general public. It shall mean the design, materials, product specifications, know how, , , , developments and intellectual property of the Company, and all technical information, including, specifications, designs, drawings, algorithms, processes, systems and procedures, computer programs, methods, ideas,.

- 6.2. The Receiving Party, to the extent permitted by the Access to Public Records Act, Indiana Code 5-14-3, will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but not less than reasonable care).
- 6.3. The Receiving Party may disclose Confidential Information of the Disclosing Party to the extent compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of the compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest the disclosure. If the Receiving Party is compelled by law to disclose the Disclosing Party's Confidential Information as part of a civil proceeding to which the Disclosing Party is a party, and the Disclosing Party is not contesting the disclosure, the Disclosing Party will reimburse the Receiving Party for its reasonable cost of compiling and providing secure access to that Confidential Information.
- 6.4. It is expressly agreed that both Parties shall retain all rights, titles and interests, including without limitation all its pre-existing intellectual property, including, but not limited to, all trademarks, logos, software, technology, information, content, materials, guidelines and documentation. Neither Party will acquire any right, title, or interest therein, without the prior written consent of the other Party. Any rights that are not expressly granted herein are deemed withheld.
- 6.5. Customer gives its consent to and agrees to provide the Company with a limited license to use the name, logo, trademark, photograph and details of Customer in any marketing and publicity materials.
- 6.6. In the event that the Customer makes suggestions, improvements or modifications to the Company regarding any features, functionality or performance that the Company adopts for any of its products, including the Cardinality Platform or Services, such features, functionality or performance shall be deemed to be automatically assigned under this Agreement to, and shall become the sole and exclusive property of the Company.
- 6.7. The rights granted to Customer under this Agreement are also conditioned on the following that the Customer will not-
 - i. Remove or modify any program markings or any notice of the Company's or its licensors' proprietary rights;
 - ii. make the programs or materials resulting from the services available in any manner to any third party for use in the third party's business operations (unless such access is expressly permitted for the specific program license or materials from the services you have acquired);
 - iii. modify, make derivative works of, disassemble, reverse compile, or reverse engineer any part of the services (the foregoing prohibition includes but is not limited to review of data structures or similar materials produced by programs), or access or

- use the services in order to build or support, and/or assist a third party in building or supporting, products or services competitive to the Company;
- iv. disclose results of any services or program benchmark tests without the Company's prior written consent; and
- v. permit unauthorized third parties from accessing the service.

7. Security; Data Privacy

- 7.1. Subject to Clause 9 below, the Company will implement commercially reasonable administrative, physical, and technical measures including disaster recovery procedures designed to secure the Customer Data against accidental or unlawful loss, access or disclosure.
- 7.2. Content and data in the United States. The Service is provided from the United States of America. By using and accessing the Service, the Customer agrees and acknowledges that the Customer Data and any other personal information will be stored and processed in the United States of America. The privacy policy of the Company (as updated on its website from time to time) identifies how the Company collects, uses and discloses, on a limited basis, solely personal information of users.

8. Warranties

- 8.1. The Cardinality Platform will perform in accordance with the specifications provided by the Company for as per the terms of the RFP. If during the warranty period the Cardinality Platform does not perform as warranted, the Company shall, at its option, correct the Cardinality Platform.
- 8.2. The Company warrants that during the Term, the Cardinality Platform will perform substantially in accordance with the functions specified under normal use and circumstances. The Customer's sole and exclusive remedy and the Company's entire liability for a breach of this warranty shall be for the Company to use commercially reasonable efforts to modify the Services to substantially achieve the functionality described herein, and if the Company is unable to restore such functionality, Customer shall be entitled to terminate the applicable Work Order. The warranties set forth herein are made to and for the benefit of Customer only.
- 8.3. Each Party represents and warrants to the other that (a) this Agreement has been duly authorized, executed and delivered and constitutes a valid and binding agreement enforceable against such Party in accordance with its terms; (b) no authorization or approval from any third party is required in connection with such Party's execution, delivery or performance of this Agreement; and (c) the execution, delivery and performance of this Agreement does not violate the terms or conditions of any other agreement to which it is a party or by which it is otherwise bound.

9. Disclaimers

- 9.1. The Parties agree that in the event of change, revision in law or regulations, the Company may revise its service offerings to comply with applicable law at all times.

9.2. EXCEPT AS PROVIDED IN THIS CLAUSE 9, TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, NEITHER PARTY MAKES ANY (AND EACH PARTY SPECIFICALLY DISCLAIMS ALL) REPRESENTATIONS OR WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, ANY WARRANTY THAT THE SERVICE WILL BE UNINTERRUPTED, ERROR-FREE OR FREE OF HARMFUL COMPONENTS, THAT THE CONTENT WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED, OR ANY IMPLIED WARRANTY OF MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, OR NON- INFRINGEMENT, AND ANY WARRANTY ARISING OUT OF ANY COURSE OF PERFORMANCE, COURSE OF DEALING OR USAGE OF TRADE. SOME JURISDICTIONS DO NOT ALLOW THE EXCLUSION OF IMPLIED WARRANTIES. IN SUCH AN EVENT THE ABOVE EXCLUSION WILL NOT APPLY SOLELY TO THE EXTENT PROHIBITED BY LAW.

10. Indemnity and Limitation of Liability

10.1. [Intentionally Omitted]

10.2. The Company shall defend, indemnify and hold Customer, its director, employees harmless from and against any loss actually incurred by the Company and directly arising from a third party claim that the Customer's use of the Cardinality Platform in accordance with this Agreement infringes a copyright of any third party; provided that Customer promptly notifies the Company in writing of any such claim and allows the Company to control, and fully cooperates with the Company in, the defense of any such claim and all related settlement negotiations. In the event an injunction is sought or obtained against Customer's use of the Cardinality Platform as a result of any such infringement claim, Company shall, at its sole cost, expense and risk, (i) procure for Customer the right to continue using the Cardinality Platform, or (ii) replace or modify the Cardinality Platform so that it does not infringe, or (iii) correct any material deficiencies in the services provided by the Company immediately on intimation of such deficiency by the Customer. The Company shall have no liability for any claim based upon (a) use of other than the then current, unaltered version of the Company's Cardinality Platform, unless the infringing portion is also in the then current, unaltered release, (b) use, modification, operation or combination of the Company's Cardinality Platform with non-Company programs, data, equipment or documentation if such infringement would have been avoided but for such use, modification, operation or combination, (c) compliance with Customer's designs, specifications or instructions, or (d) any third party software at its own risk, cost, expenses and consequences. The foregoing constitutes the entire liability of the Company.

10.3. As a condition of receiving an indemnification under this Agreement, the Party seeking indemnification hereunder (the "**Indemnified Party**") will provide the other Party (the "**Indemnifying Party**") with (i) prompt written notice of the claim; (ii) complete control over the defense and settlement of the claim (provided, that the Indemnifying Party will not settle any claim without the Indemnified Party's prior written permission, which will not be unreasonably withheld, delayed or conditioned, in the event the settlement fails to

7

unconditionally release the Indemnified Party from all liability pertaining to such claim); and (iii) such assistance in connection with the defense and settlement of the claim, at the Indemnifying Party's expense, as the Indemnifying Party may reasonably request.

10.4. IN NO EVENT WILL THE COMPANY'S TOTAL AND CUMULATIVE LIABILITY OR THAT OF ITS DISTRIBUTORS AND RESELLERS, FOR ALL CLAIMS OF ANY NATURE ARISING OUT OF THIS AGREEMENT EXCEED THE TOTAL FEES PAID BY CUSTOMER TO THE COMPANY FOR THE SPECIFIC USE OF THE SERVICE GIVING RISE TO THE CLAIM IN THE 12 (TWELVE) MONTHS PRECEDING THE EVENT FIRST GIVING RISE TO THE CLAIM UNDER THIS AGREEMENT. THE FOREGOING LIMITATION DOES NOT LIMIT OR EXCLUDE ANY LIABILITY FOR DEATH OR PERSONAL INJURY CAUSED BY NEGLIGENCE.

10.5. [Intentionally Omitted]

10.6. [Intentionally Omitted]

11. Termination and Revocation [See Section 16 [Default by State], Section [Termination for Convenience], and Section 47 [Termination for Default and Termination or Suspension for Additional Reasons] of the Addendum.

12. Miscellaneous

12.1. This Agreement shall be binding upon and ensure to the benefit of the Parties hereto and their respective successors. Neither this Agreement nor any of the rights, interests or obligations hereunder shall be assigned to any third party, unless otherwise agreed in writing by both Parties.

12.2. Neither Party shall be liable to the other for failure or delay in the performance of any of its obligations under this Agreement for the time nor to the extent such failure or delay is caused by *force majeure* or reasons beyond the reasonable control of the concerned Party. This will not, however, apply to the obligation to make accrued payments.

12.3. Any notices, requests and other communications required or permitted hereunder shall be in writing and shall be given by hand against written acknowledgement or receipt, or sent by registered mail, or by facsimile followed by a confirmation letter by registered mail, at or to each of the parties at the addresses set forth in this Agreement.

12.4. The headings contained in this Agreement are solely for the purpose of reference and shall not in any way affect the meaning or interpretation of this Agreement.

12.5. It is clearly understood and accepted by both Parties that this Agreement and the contract between the parties evidenced by it are on "principal to principal" basis and nothing herein contained shall be construed or understood as constituting either Party hereto the agent or representative of the other under any circumstances.

12.6. Failure of either Party to require performance of any provision of this Agreement shall not affect such Party's right to full performance thereof at any time thereafter, and any

waiver by either Party of a breach of any provision hereof shall not constitute a waiver of a similar breach in the future or of any other breach. No waiver shall be effective unless in writing and duly executed by an authorized representative of the concerned Party.

- 12.7. Any amendment or modification to this Agreement or any part thereof, including the Appendix attached hereto, shall be made by an instrument in writing and executed by both the Parties.
- 12.8. If any part of this Agreement is held to be invalid or unenforceable in any jurisdiction, in which this Agreement is being performed, then the meaning of such part of the Agreement shall be so constructed so as to render it enforceable to the extent feasible and if no feasible interpretation would save such part of the Agreement, it shall be severed from the Agreement. If such part of the Agreement is considered an essential element of this Agreement, the parties shall promptly negotiate a replacement thereof.
- 12.9. The terms of the services and supply shall be governed by laws of [Indiana, United States of America. Courts in [Indiana, United States of America] shall have exclusive jurisdiction over matters arising pursuant to the services. Any disputes will be resolved in good faith and upon discussions among senior executives of the parties. In the event of a failure to resolve the disputes in good faith, the parties will refer such disputes to arbitration before a sole arbitrator.
- 12.10. The Addendum, this Agreement along with any Work Order duly executed by both the Parties, shall form the entire agreement between the Company and the Customer regarding Customer's use of Services and Content and supersedes all prior and contemporaneous agreements, proposals or representations, written or oral, concerning its subject matter. In the event of any conflict or inconsistency among the following documents, the order of precedence shall be: (1) the applicable Work Order, (2) any Appendix or addendum to this Agreement, and (3) the body of this Agreement, and (4) any other document which has been agreed by the Parties in writing.

Appendix A - Cardinality Platform Feature List

This feature list is a summary of Cardinality's Human Services platform features, including the high-level features of Cardinality's CCWIS platform and Cardinality's Child Support platform.

This list will be updated from time to time by Cardinality and will be notified to the customer. The updated feature list and the feature list roadmap will be available on our website at www.cardinality.ai. In the event of any conflict or inconsistency with this document and the feature list on the website, the order of precedence shall be **1.** The feature list as defined in the website **2.** The feature list as per this document.



A platform built around people

Cardinality's CCWIS and CSS are purpose-built industry cloud platforms that use human-centric designs. The solution consumerizes human services by giving citizens and the government workers exceptional user experience, while its licensing model provides agencies with unmatched flexibility to scale and expand the solution to other programs.

Key benefits

- ✓ Integrated person-centric, human services-focused tech platform extendable across agencies
- ✓ Cloud-agnostic for flexibility
- ✓ A strong platform foundation for scalability
- ✓ Unified by leveraging all core functions in a single platform
- ✓ Extensive rule-based configurations
- ✓ State-of-the-art technology with external APIs to support data transfer to and from all form factors, including mobile technology

Feature highlights



Security

Integrated and robust security, control, and audit trails for compliance and transparency purposes



Rules engine

Integrated rules engine to process and execute key product functions



Document management

Capture, track, and store electronic documents by ensuring security, access control, centralized storage, audit trails, and streamlined search and retrieval



Identity Access Governance (IAG) management

Powerful IAG to monitor and govern authentication, access controls, and privileges to enable secure and right access to the right users for the right resources.



Notifications

Configurable notifications engine for system alerts, and customized messages exchanged between in system and other parties



Integration

Bidirectional interfaces with State/Federal databases to provide automated support for the determination of eligibility, including real-time interfaces with CARES, MABS, SVES, IV-D, and XIX, etc. as feasible depending on the availability of those systems to interconnect.



User management

A centralized user management with a powerful hierarchical data model to support and manage super administrations, system users - roles, accesses, and other vendors.



Assessment/forms builder

The platform has a built-in forms builder that leverages low-code, template-driven, drag-drop techniques to build complicated forms, driven by rules on the fly.



Analytics/dashboard

Our out-of-the-box dashboards for different personas featuring drag-drop and powerful management features can be fully customized the way the users want to view, position, and interact.



Smart system capabilities

Highly available, robust, manageable, and scalable system capabilities with sleek user experience capabilities



Security



Security standards

- Integrates with identity and access management (IAM) and other application-level security controls in accordance with Federal and State security standards.
- Stores data in encrypted form in transit and at rest.



Logging

- Maintains a security log for review and audit for State authorities
- System logs are integrated with the State's Security Information and Event Management (SIEM) system



Role-based access control

- Ability to assign/configure role(s) to system users for controlled access to the system
- Ability to assign/configure role permissions
- Ability to group more than one permission to define role profile
- Ability to configure system-wide resources to grant controlled access
- Enables overriding permissions on a need basis at the user level
- Enables export and import of RBAC configuration into multiple environments



Audit trail

- Ability to assist in detecting security violations, performance problems, and flaws in applications, thus greatly improving the accountability of the solution.



Rules engine



Integration

- Ability to delegate rules processing to third-party tools like Corticon or InRule



Hooks

- Provides hooks to invoke rules processing in business processes



Invocation

- Ability to provide adequate information for rules processing and to ingest data into the system



Document management



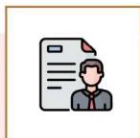
Document uploads

- Allows users to upload and download documents



Document metadata

- The platform enforces metadata tagging for every document uploaded to set document context, author, date and time, etc



Associations

☛ Associates and manages documents pertaining to a case or person



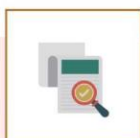
Access control

☛ Allows access to the documents based on ownership, role, and confidentiality



Retention

☛ Provides configuration of the document retention policy



Auditing

☛ Tracks and audits document changes in audit tables



Maintenance

☛ Provides name convention and manageability of all documents



Purging

☛ Provides a mechanism to purge documents



Identity Access Governance (IAG) management



IAM integration

- Out-of-box integration with IAM infrastructure tools such as OpenIAM for authentication and secure access management.



Single sign-on

- Integrates with ForgeRock Single Sign-On for a seamless user experience



Access control

- Manages system access controls based on user roles assigned in the State's IAM system



Identity stores

- Authenticates against different identity stores/realms for internal and external users



Notification management



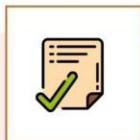
Multiple channels

- Ability to communicate alerts and notifications through various channels like email, SMS application, and other third-party collaborations



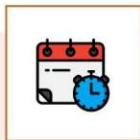
Configuration

- Provides the ability to configure types of alerts and offsets



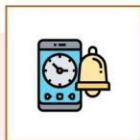
Approvals and assignment

- Notifies users on approvals, case assignments, and task assignments



Alert schedules

- Notifies users with upcoming events, court hearings, client visits, etc



Mobility

- Supports push notification for mobility



Calendar integration

- Integrates with Google Calendar, Microsoft Outlook, iCal, and other calendars for events and schedules



Integration



- Our platform comes with standard out-of-the-box integrations, comprising relevant and standard Federal, intergovernmental, and select private enterprise interfaces.
- State interfaces need to be configured
- Our platform aids in improving the existing capabilities in the areas of data interoperability, security, performance, user experience, and operational efficiency
- High importance to connectivity with its microservice-oriented, scalable architecture built to naturally plug-and-play with other systems out of the box
- API-first, mobile-first, and cloud-first built using first principles and open standards, making it easy for integrations
- Connects with a multitude of operating systems with minimal configuration requirements
- Our platform is also easily extensible to other agencies either by means of adoption, which significantly reduces silos and redundant systems, or through connectivity through REST APIs
- Our platform has an extensive API library, which naturally leads to interoperability across software systems across the landscape



User management



- Allows users to update demographics, roles, work experience, education, license renewal, etc
- Provide users access to their work history and assignments



Assessment/forms builder



- The system has a state-of-the-art, inbuilt forms/assessments builder with low-code capabilities to generate powerful drag-and-drop forms that aid the preparation of targeted assessments for all case types and associated subtypes
- Forms/assessments can be linked to case types at runtime
- Ability to generate and execute custom coded forms with inbuilt rules



Analytics/dashboard



- The customized dashboard can provide access-level data for different types of users—for example, caseworker, supervisor, and private providers
- User referral dashboard will provide a number of pending applications, approval pending applications, and approved applications
- The dashboard affords analytics comparison with previous months' processed referrals and applications
- Task dashboard to provide a quick review to the user for the upcoming service program steps, assigned cases to the user, and overdue tasks
- Notifications alert for supervisors and coworkers about tasks like initial contact, assessments completed, visit completed, and documentation updated
- Calendar with snapshot will provide a day-wise schedule that the user can organize accordingly
- Filter option will provide a quick view to a group of referrals, applications
- Ability to access contact support to resolve user issues, and customer feedback to improve software stability and user productivity.
- Chatbot option will provide quick information required by the user in an easy interaction with the system



Smart system capabilities



REST standards

- RESTful application program interface (API) services for a structured, monitored, and secured open data approach to data exchange to accommodate agencies/programs/providers/use cases
- Consumes APIs exposed by State systems for data exchange with other agencies/programs or vendors
- Supports API gateway/management solutions for publishing and consuming application API
- Exposes RESTful APIs required for other internal and external agencies and vendors to integrate with the vendor solution



High availability

- Deployable in a multi-region, multi-availability zone with configurations to support high availability requirements



Cloud-enabled

- Deployable in Amazon Web Services (AWS) or similar cloud environment built by State agencies



Robust backend

- Backend is built on a robust open-source or NoSQL database for saving transactional data



Manageability

- Uses a system architecture that is modular, flexible, and scalable



Containerized

- Runs in a fully containerized environment (eg. docker) with cloud-optimized architecture



Integrations

- Generates and consumes data files in batch mode for data exchange with internal and external systems



Responsive design language

- Responsive design in browsers to support device-specific content rendering



Flexible UX/UI design

- Provides appropriate edits, range checks, and prompts for critical or incomplete data
- Promotes self-service, removes duplicate data entry, and reduces new staff training requirements with intuitive and efficient user interface design



Standards and compliance

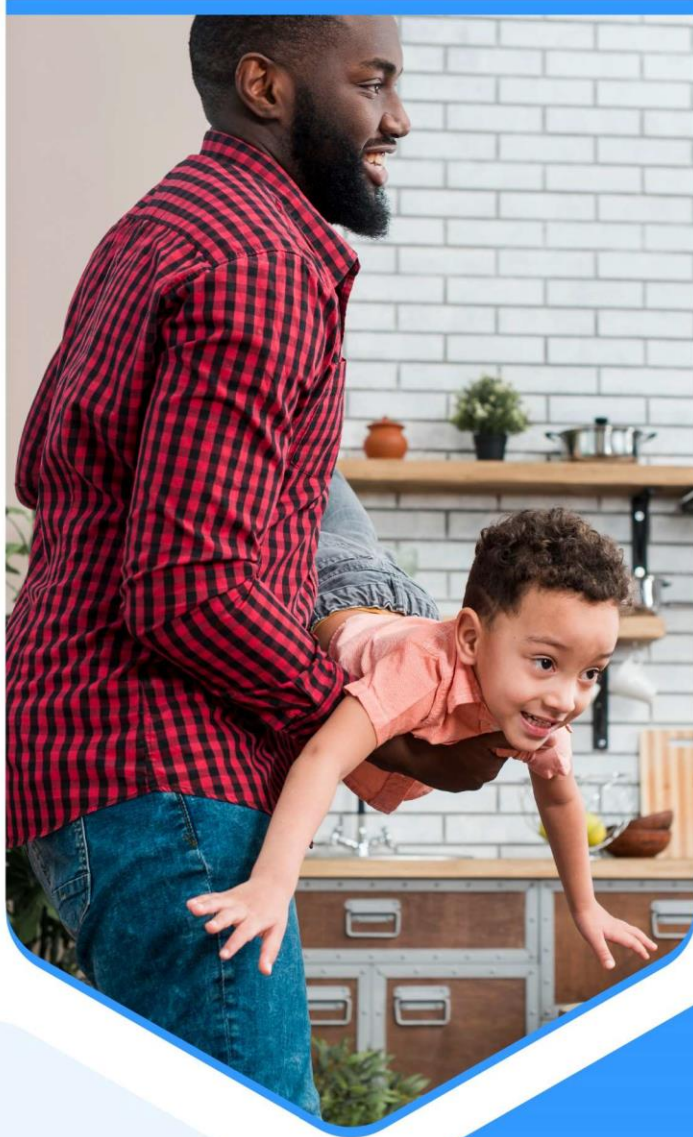
- Compliant with NIEM/JIEM standards



Expungement

- Configurable rules to define record expungement processes in line with the State's requirement for different cases types

For a more detailed look at our Human Services platform's key features, please check Annexure – 1



Child Support

Features





Enforcement and finance management for child support

Cardinality's platform is developed to enable child support agencies to effectively execute enforcement and financial functions to ensure families in need get their rightful dues. We have paid close attention to the efforts of various child support agencies in facilitating continuous child support obligations, and understand that a one-size-fits-all approach to enforcing the available tools is counterproductive. Cardinality's platform is agile and extensible so that it can address child support program needs arising out of an evolving landscape of legislative and societal changes.

Key benefits

- ✓ Extensible for policy changes
- ✓ Focus on automation
- ✓ Comprehensive audit trail
- ✓ Enables effective data to drive decisions
- ✓ Lower cost of operations

Feature highlights



Obligations insights

A 360-degree monitoring of obligation balances provides a comprehensive view of accounts for case managers to take actions



Collections

The system supports industry-standard formats for collections, while custom formats can be configured



Distribution

Uses Federal rules for effective distribution of collected money to the rightful party, while State-specific rules can be configured seamlessly



Disbursement

System supports industry standards for disbursement to ensure the distributed money is paid out quickly



Enforcement

Provides a wide array of enforcement techniques to facilitate collection of unpaid child support



Finance



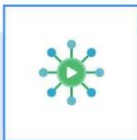
Accrual

- Generates periodic support charges according to the court order, and monitors payment against such charges to classify them as 'unpaid/arrears' according to configurable rules



Collections

- Receives payment information from various sources and creates payment records. It then associates the payment with case, participant, and cause



Distributions

- Ensures that all the payments received by the system are correctly identified and distributed across all the obligations according to Federal guidelines



Disbursement

- Ensures that relevant parties in a case get paid their due shares of collected payments via EFT, ACH transfers, direct deposits, stored value debit cards, checks, and warrants



Financial holds

- Handle anomalies identified in any payments or disbursements by placing those transactions under hold and initiating the next steps



Enforcement



Income withholding

- Child support payments are taken directly out of paychecks, and unemployment and workers' compensation benefits.



Tax refund offsets

- Some or all of the arrears owed by the obligor are intercepted from the income tax refunds.



Insurance intercept

- Some or all of the arrears owed by the obligor are intercepted from the insurance claim settlements.



Lottery intercept/gaming offset

- When an obligor redeems a winning lottery ticket, the lottery corporation withholds the amount of child support owed



Driver's license suspension

- The delinquent obligor's driver's, professional, occupational, and certain recreational licenses can be suspended when there is a failure to provide court-ordered child support or medical insurance



Personal property liens

- A lien is placed on an obligor's real and personal property and some or all of the back support is collected on the lien when the obligor sells or refinances the property, or another creditor forecloses



Credit bureau reporting

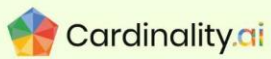
- If an obligor falls behind in support payments, they are reported to credit reporting agencies that can make it more difficult for the person to obtain loans or other credit without clearing the back support



Interstate initiating

- Upon receipt of the referral from an interstate agency, a child support case is opened and the next appropriate action is initiated after assessment of the case

For a more detailed look at our Child Support platform's key features, please check Annexure – 3



Child Welfare

Features



A human-centric focus

Cardinality's CCWIS-ready cloud agnostic platform is aimed at seamless delivery of child welfare functions, such as providing services to families that need assistance in the protection and care of their children; arranging for children to live with kin or with foster families when they are not safe at home; and arranging for reunification. The platform is created with a human-centric focus in design, and the solution offers exceptional user experience, while its unique and comprehensive licensing model gives agencies unmatched flexibility to scale and expand the solution to other programs. The goal is to also meet State/Federal policy and practice standards by integrating and enhancing the functions provided by current legacy systems.

Key benefits

- ✓ Highly configurable intake management and decision engine
- ✓ Effortless template-driven assessment management
- ✓ Fully compliant and transparent financial management
- ✓ Provider and Public Home Management
- ✓ Powerful SDM tool to help in decision-making
- ✓ A people-centric approach to case management
- ✓ Powerful access-based dashboard management
- ✓ Facilitating timely court processing
- ✓ Purpose-built provider portal



Feature highlights



Intake and assessment

Efficiently handles intake applications from multiple sources with mobile-friendly out-of-the-box forms that can be embedded directly in the system



Investigation and risk management

Can capture single/multiple victims with an inbuilt assessment that allows the caseworker to create an initial risk assessment or risk reassessment(s)



Case management and service delivery

Comprehensive support for permanency goals, case documentation, reunification, foster care, adoption, and emancipation



Eligibility, placement, and permanency

IV-E eligibility for foster care, guardianship and adoption, and comprehensive tracking of all legal documents, court hearings, and findings involved in adoption and guardianship matters



Reporting and analytics

Configurable embedded analytics platform that allows real-time reports at the system, division, unit, and individual level to support supervision and monitoring requirements



Finance management

Our solution can interface with the bank for debit and ACH payments, provide historical reports for providers, and a comprehensive module to track trust accounts and cost of care adjustments



Operational management

Intuitive workflow engine that handles the complete management of electronic content through the entire lifecycle of a document – creation, distribution, utilization, retention, and disposition



 Intake



Intake

- Comprehensive intake flow to handle applications from multiple sources
- Supports integration with State and Federal databases including the State's Master Data Management systems
- Efficient data capture with admin-configurable fields and data, ability to map relationships, case search, view priors, and more
- Structure decision-making tool to help with quick initial screening of intake cases
- Ability to perform a voice-to-text translation on narrative and play back voice to the intake worker
- Effective management of tasks through comprehensive taskdashboards, calendar integration, and notifications



Assessment builder

- Low-code form builder lets product owners build new custom forms and assessments with simple drag-and-drop features
- Responsive forms can be embedded directly in the system
- In-built capabilities like electronic signatures, document upload functionality, read receipts, and save as draft
- Comprehensive notification engine lets the caseworker send assessments for approval to the supervisor for acceptance
- Accept different types of forms like assessment, questionnaire, screening, and evaluation



Investigation

- Captures more than one victim and records the detailed investigation for every victim



- Record in which jurisdiction the incidents have occurred
- Ability to record where the incident took place, like home, school, other places, etc
- Captures the notes and meetings in the narrative section, supported by document management
- Records the number of times the maltreatment/abuse occurred



Risk management

- Structure decision making tool helps the Family Case Manager (FCM) in decision making
- Inbuilt assessment allows the case worker to create an initial risk assessment or risk reassessment(s)
- Allows the caseworker to create a CANS-F assessment as appropriate
- Allows the caseworker to screen for substance/alcohol abuse
- Allows the caseworker to conduct an Independent Living Readiness Assessment



Case management and service delivery

- Comprehensive support for permanency goals, case documentation, reunification, foster care, adoption, and emancipation
- Holistic creation and monitoring of child and family service plans
- Easy collaboration with multidisciplinary teams
- Seamless integration with EDM to access case artifacts through the case lifecycle
- Generates forms, referrals, and notices from each service program area and delivers them electronically
- Records health assessments (medical/mental health/vision/dental), disabilities, and special needs, including ongoing health/mental health needs



- Records education status, along with current and past school placements, dates of placement, IEP, and other special needs information
- Creates a placement for the foster child based on discussions with placement resource and appropriate referral and review
- Alerts staff if the resource is new or previously received by the client or family



Placement

- Allows to find an appropriate placement (foster family or residential) for a child
- Provides automated support for the efficient and effective administration of the processes involved in the determination of appropriate public and private service providers
- Creates a placement for the foster child based on discussions with placement resource
- Search for appropriate public or contracted/licensed providers that accept the characteristics of the child needing placement services
- Return a child to adoption/guardianship and determine eligibility for Adoption/Guardianship Assistance Subsidy



Referral management

- SDM tool helps the case worker to choose the referral and send the details to Family Case Manager (FCM) for decision making
- Holistic creation and monitoring of child and family service plans
- Easy collaboration with multidisciplinary teams
- Allows the case worker to choose referral as Child Protection Service (CPS) where investigation is warranted to ensure child safety
- Allows the case worker to choose referral as non-CPS, where the child/family needs welfare services or help



Provider management

- Comprehensive case management of vendors/providers - demographic details, persons, contacts, services, rate card, background, police checks, etc.
- Seamless vendor account creation, online enrolment, and registration
- In-depth inquiry screens with provider responsibilities and requirements
- Robust initial and annual certification process of foster homes
- Intuitive private providers portal to upload licensure information, enter medical, staff information, clearances, certifications and licenses
- Integration with IV-E, TANF, tax, property records, and other State and Federal systems
- Appointment management to schedule in-person, one-to-one meetings with providers
- Indexed and searchable system repository for provider contracts
- Provider contract renewal management with intuitive provider tools and dashboards to view and renew contracts
- Comprehensive licensing capabilities for provider licensing, emergency licensing, and provider license renewal



Eligibility

- IV-E eligibility for foster care, guardianship, and adoption
- Automated amended determination due to changes in key elements of the profile
- Automated recalculation of daily reimbursement status based on key data element changes
- Bidirectional flow of information between eligibility engine and other programs to avoid duplication and expedited data entry
- Allows IV-E reviews, audits, and monitoring for federal reporting



Permanency

- Comprehensive tracking of all legal documents, court hearings, and findings involved in adoption and guardianship matter
- Flexible support for relationship tracking
- Ability to visualize child's familial relationships, including birth, foster, and adoptive families
- Eligibility determination for adoption assistance and guardianship assistance
- Support for creation of a new child profile with a "do not merge" feature



External user portal

- Allows capturing and maintaining service provider profiles that can be linked to a client profile or a service program
- Allows for the matching of client or family needs to a provider
- Allows service providers and foster families access to select user and participant information and data
- Allows search for referral-related medical history, education information, abuse/neglect reports, etc.,
- Allows bidirectional data exchange between service providers and case worker/family case manager (FCM)



Bidirectional data exchanges

- Supports APIs to interface with State, Federal, private, and other State agencies
- Pre-built API like Exchange, Bulk Upload, Authentication, Application and System Logging, Notification, and Scheduling
- Eliminates data duplication, and data transfer process happens in a strict secured environment
- Interoperability layer with industry-standard RESTful web services to simplify the exchange of data



Operational management

- Intuitive workflow engine in accordance with notification engine helps in alerting users via email or mobile
- Intuitive interface to easily configure and manage business rules and maximize agility through real-time and batch rule processing
- Comprehensive management of electronic content through the entire life cycle of a document – creation, distribution, utilization, retention, and disposition
- In-built role-based access control (RBAC)
- API-first platform, enabling integration with other systems across any program area



Reporting and analytics

- User-friendly advanced charting and analytics capabilities that can be ramped up with minimal training
- Easy drag-and-drop reporting to authorized users
- Pre-built canned reports that can be used as templates for customizing additional reporting requirements
- Configurable reporting with custom chosen fields, report templates, and export to Excel options
- Embedded analytics platform allows real-time reports at the system, division, unit, and individual level to support supervision and monitoring requirements



Finance management

- Bidirectional interfaces with State finance and ACH
- Interfaces with the bank for debit and ACH payments
- Interface with State systems on overpayments and accounts receivables
- Reconciliation between State system and system vendor tables for exception handling

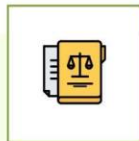


- Automated IV-E /child account eligibility determination
- Non-commingled foster child accounts
- Seamlessly assign and monitor Federal benefits accruing to foster child (SSI & SSDI)
- Comprehensive code management authorized for Federal reporting and State claiming
- Ability for providers to see historical payments sorted by dates
- Comprehensive module to track trust accounts and cost of care adjustments



Person management

- Highly scalable matching engine that can cross-reference incoming application data (people, people sets, case parameters)
- Fuzzy logic and heuristics-based approach to avoid case de-duplication
- Integrated search engine allows searches for formal, informal, and collateral relationship, contract vendors, service providers, and professionals associated to the case
- Supports integration with Master Data Management and other data sources like State or Federal interfaces to fetch case details
- Transparent match explanations to give detailed insights for caseworkers and supervisors



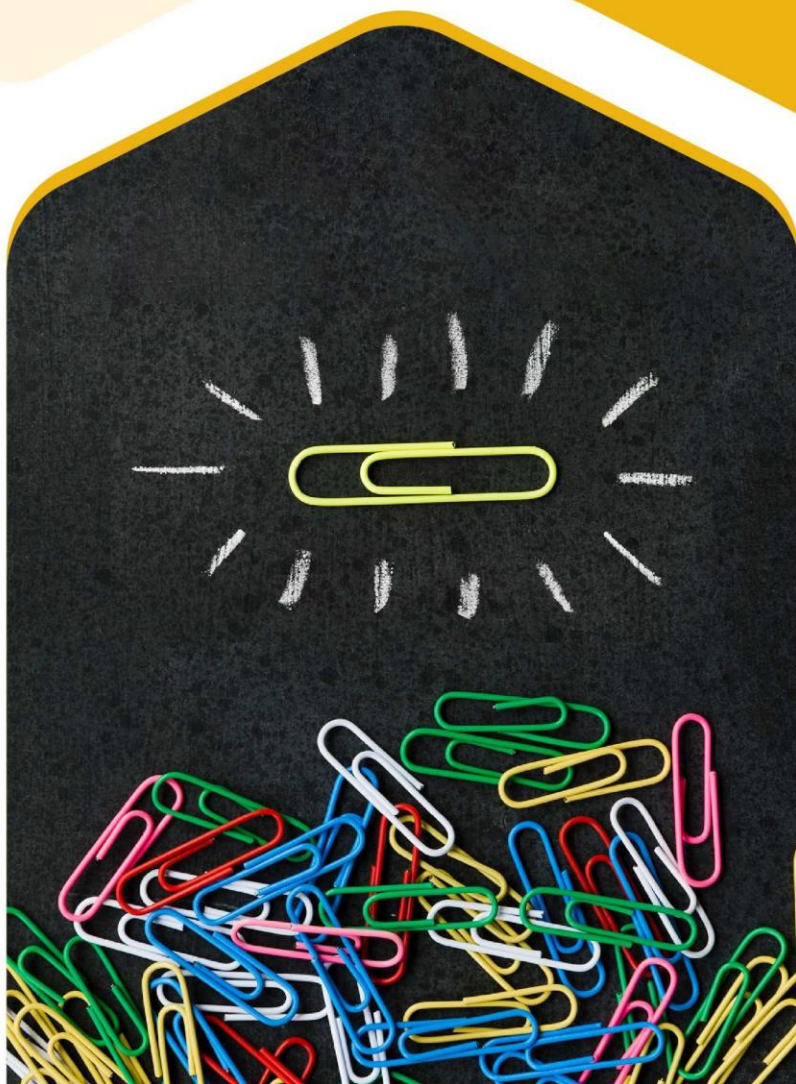
Court hearings, adjudication, and outcomes

- Allows to create a court hearing appointment and link to the worker and supervisor calendars
- Comprehensive tracking of all legal documents, court hearings, and findings involved in the cases
- Allows notifications to be sent/set up to involved individuals about the court hearing
- Comprehensive search mechanism to automatically provide the assessment/case-related information needed by the legal team
- Interfaced bidirectionally with the court system to ensure the efficient and effective administration of the processes necessary for involvement with the appropriate judicial body

For a more detailed look at our Child Welfare platform's key features, please check Annexure – 2



Annexure



Annexure – 1

Key features	What they do
Security	<ul style="list-style-type: none"> → Security standards Integrates with identity and access management (IAM) and other application-level security controls in accordance with Federal and State security standards. Stores data in encrypted form in transit and at rest. → Logging Maintains a security log for review and audit for State authorities. System logs are integrated with the State's Security Information and Event Management (SIEM) system.
Identity Access Governance (IAG) management	<ul style="list-style-type: none"> → IAM integration Out-of-box integration with IAM infrastructure tools such as OpenIAM for authentication and secure access management. → Single sign-on Integrates with ForgeRock Single Sign-On for seamless user experience → Access control Manages system access controls based on user roles assigned in the State's IAM system → Identity stores Authenticates against different identity stores/realms for internal and external users

<p>Role-based access control (RBAC)</p>	<ul style="list-style-type: none"> → User role assignment Ability to assign/configure role(s) to system users for controlled access to the system → Role permissions Ability to assign/configure role permissions → Role profile Ability to group more than one permission to define role profile
	<ul style="list-style-type: none"> → User interface and resources Ability to configure system-wide resources to grant controlled access → Permission overrides Enables overriding permissions on a need basis at the user level → Bulk import/export Enables export and import of RBAC configuration into multiple environments
<p>Document management</p>	<ul style="list-style-type: none"> → Document uploads Allows users to upload and download documents → Document metadata The platform enforces metadata tagging for every document uploaded to set document context, author, date and time, etc → Associations Associates and manages documents pertaining to a case or person → Access control Allows access to the documents based on ownership, role, and confidentiality → Retention Provides configuration of the document retention policy

	<ul style="list-style-type: none"> → Auditing Tracks and audits document changes in audit tables → Maintenance Provides name convention and manageability of all documents → Purging Provides a mechanism to purge documents
Notification engine	<ul style="list-style-type: none"> → Multiple channels Ability to communicate alerts and notifications through various channels like email, SMS, application, and other third-party collaborations
	<ul style="list-style-type: none"> → Configuration Provides the ability to configure types of alerts and offsets → Approvals and assignment Notifies users on approvals, case assignments, and task assignments → Alert schedules Notifies users with upcoming events, court hearings, client visits, etc → Mobility Supports push notification for mobility → Google integration Integrates Google Calendar for calendar events and schedules
Expungement process	<ul style="list-style-type: none"> → Expunges all information of CPS investigative response (IR) after two years from date report when 'Ruled-Out' → Expunges all information of CPS IR after five years from date report when 'Unsubstantiated' → Expunges all information of CPS IR after 25 years from date report when 'Indicated'

	<ul style="list-style-type: none"> → Expunges all information of CPS alternate response (AR) after three years from date report → Expunges all information of SCREENED-OUT intakes after three years from date report → Expunges all information of IR and referral intakes after two years from date report → Expunges all information of CPS clearance after 25 years from date report
<p>System capabilities</p>	<ul style="list-style-type: none"> → REST standards RESTful application program interface (API) services for a structured, monitored, and secured open data approach to data exchange to accommodate agencies/programs/providers/use cases. Consumes APIs exposed by State systems for data exchange with other agencies/programs or vendors. Supports API gateway/management solutions for publishing and consuming application API. Exposes RESTful APIs required for other internal and external agencies and vendors to integrate with the vendor solution → High availability Deployable in multi-region, multi-availability zone configurations to support high availability requirements → Cloud-enabled Deployable in Amazon Web Services (AWS) or similar cloud environment built by State agencies → Robust backend Backend is built on a robust open-source or NoSQL database for saving transactional data.

	<ul style="list-style-type: none"> → Manageability Uses a system architecture that is modular, flexible, and scalable → Containerized Runs in a fully containerized environment (eg. docker) with cloud-optimized architecture → Integrations Generates and consumes data files in batch mode for data exchange with internal and external systems → Responsive design language Responsive design in browsers to support device-specific content rendering → Flexible UI/UX design Provides appropriate edits, range checks, and prompts for critical or incomplete data. Promotes self-service, removes duplicate data entry, and reduces new staff training requirements with intuitive and efficient user interface design → Standards and compliance Compliant with NIEM/JIEM standards.
<p>Out-of-the-box interfaces</p>	<ul style="list-style-type: none"> → Supports bidirectional interfaces with other State databases to support automated support for the determination of Title IV-E (Foster Care) -AFDC-related eligibility for Title IV-E—including real-time interfaces with CARES, MABS, SVES, IV-D, and XIX, as feasible depending on the availability of those systems to interconnect. → Captures Title IV-A (TANF) information via an interface with State's eligibility systems → Captures Title IV-D information via child support application bidirectional interface

	<ul style="list-style-type: none">→ Interfaces in a bidirectional way with State's central registry (master data management) for unique client information→ Supports bidirectional interface with Social Security Administration for Title II and SSI/SSDI information to create foster care child accounts for payments received, accounting for where the dollars get spent, and savings accumulation for children as per Federal and State policy.→ Supports a bidirectional interface with the State's financial system→ Supports bidirectional interface with State licensing systems (DHR, DJS, DHMH DDA/OHCQ)→ Supports bidirectional interface with DHMH Medicaid system for Title XIX to set up MA case and collect behavioral health/psychotropic medication/vital statistics→ Supports bidirectional interface with the State Department of Education/local education agencies→ Supports bidirectional interface with the State Department of Labor, Licensing, and Regulation→ Supports bidirectional interface with the State Department of Housing and Community Development→ Supports bidirectional interface with the State Department of Aging→ Supports bidirectional interface with the State Department of Disability
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	<ul style="list-style-type: none"> → Supports bidirectional interface with the State Department of Corrections and Public Safety → Supports bidirectional interface with resource databases at the Federal, State, and local level → Supports a bidirectional interface with the SAFE web-based foster/adoptive home study → Supports bidirectional messaging/communication between a new system and existing/legacy system.
Configurable rules engine	<ul style="list-style-type: none"> → Integration Ability to delegate rules processing to third-party tools like Corticon or InRule → Hooks Provides hooks to invoke rules processing in business processes → Invocation Ability to provide adequate information for rules processing and to ingest data into the system
Audit trail	<ul style="list-style-type: none"> → Improves solution performance Ability to assist in detecting security violations, performance problems, and flaws in applications, thus greatly improving the accountability of the solution.
Seamless data transfer	<ul style="list-style-type: none"> → Interface in a bidirectional way with the State personnel system as appropriate, and determine how to link to staff data for employees.
Profile management	<ul style="list-style-type: none"> → Maintains worker profile with demographics

Approval management	<ul style="list-style-type: none">→ Allows supervisory access to worker cases for review and supervision, and allows supervisors to access each other's supervisory units (eg. when a supervisor is on medical or annual leave and another supervisor is covering).
Notification management	<ul style="list-style-type: none">→ Generates group alerts, notifications.
User management	<ul style="list-style-type: none">→ Allows users to update demographics, roles, work experience, education, license renewal, etc.→ Provides users access to their work history and assignments.→ Addresses special cases of user application becoming subject of a CPS clearance, case, or other child welfare service programs.

Annexure – 2

Highly configurable intake management and decision engine

The state-of-the-art highly admin-configurable intake platform has been built to handle intake referrals from multiple sources. This ensures citizens can communicate in the most convenient way possible and no referral is missed.

Key features	What they do
Intake access control/ownership	→ The system consists of configurable access control/rights and data ownership for all intake activities, including client creation, updating, and sharing among other possible personas.
Intake search	→ The system has the ability to perform a filtered search on the following with modern algorithms for clients, <ul style="list-style-type: none"> ▪ Case associates to include family ▪ Contract vendors ▪ Service providers ▪ Other professionals associated with the case
Case relationship management	→ The system has the ability to define formal and informal relationships involved and link them to the case such as children, parents, other family, vendor services, etc. It also has a genographic view of the family and their relationships
Roles management	→ The system comes with out-of-the-box roles (such as alleged perpetrator, victim, reporter) that can be assigned to the relationships defined. → It also has the ability to add and assign additional custom roles as reference data from the admin console.

Information management	<ul style="list-style-type: none"> → Minimal information capture Ability to capture minimal information pertaining to the case to be handed over to the worker to capture rest during the investigation process. → Configurable fields All intake-related fields, values, mandatory/non-mandatory level setting, and data is fully configurable from the admin console. → Save as draft Ability to save the information capture process as a draft to be retrieved later for completion and submission.
Intake notifications	<ul style="list-style-type: none"> → Notifications about calls taken on open clients in intake consists of the ability to view alerts from a supervisor and the ability to generate alerts to a particular system user.
Track priors	<ul style="list-style-type: none"> → Track all past active priors info about a client, including the outcome of a referral, met/unmet needs, etc
Case narrative - voice notes	<ul style="list-style-type: none"> → Ability to perform a voice-to-text translation on narrative, and also have the ability to playback voice to the intake worker. → The voice, including text, is stored in the system and shared with other system users such as caseworkers and supervisors.
Document uploads	<ul style="list-style-type: none"> → Ability to upload and save not just leading document types such as personal and case-related, but also videos and images in industry-leading formats
Structured decision making	<ul style="list-style-type: none"> → Quickly make a screening decision based on the allegation type/nature of the allegation. → The screening will determine an investigative or an alternative response or a screen-out case. The inbuilt algorithms can be configured based on State's needs.

Emergency referral	→ Connect referral/report to any service program the agency takes to address the needs of children/families screened for agency response.
Electronic document generation	→ Generate forms, referrals, and notices stemming from intake and deliver them electronically, if feasible and permitted by policy.

A people-centric approach to case management

Our people-centric approach puts the human at the center of the data model. This allows the user to focus on cohort analysis across multiple data sets. Our data model design gives the caseworkers a 360-degree view of the person over time and across services, thereby enabling insightful decision making.

Key features	What they do
Configurable case types	<ul style="list-style-type: none"> → Fully configurable case type and subtypes associated with CPS with the ability to add allegations, tasks, and goals. → Ability to map the allegations, tasks, and goals to specific case types and subtypes. For example, child abuse, maltreatment, etc
Case search	→ Search active cases with the case number, person name, allegation type, etc
Service plan	<ul style="list-style-type: none"> → Ability to create and manage a service plan based on needs and strengths → View unmet needs by Service, Program, and Provider
Case history	<ul style="list-style-type: none"> → Ability to search and filter case history and all associated information, such as: <ul style="list-style-type: none"> ▪ Prior assessments ▪ Services provided ▪ Unmet service needs

	<ul style="list-style-type: none"> ▪ Contact notes ▪ Case related documents ▪ Disposition notes
Multiple program assignment	<ul style="list-style-type: none"> → User can assign a client or a family to multiple service programs at a time → The feature rules established can be configured to meet different State needs
Information management (person involved)	<ul style="list-style-type: none"> → The ability for a caseworker to further enhance the information management capability to add new members associated with the case during ongoing investigations, add other collateral, vendor services, and community services. → The system can also add/remove people to the family network
Information management (case notes)	<ul style="list-style-type: none"> → A running list of information can be added as case notes for further reference. → Case notes can be added anytime during an ongoing case investigation. → Case notes record the time and date of contact, persons involved during interviews/meetings → Old case notes are stored as history to be later reviewed.
Schedule appointments	<ul style="list-style-type: none"> → Ability to link a contact note to an appointment on the caseworker or supervisor's calendar.
Information management (provider matches)	<ul style="list-style-type: none"> → Ability to capture and maintain service provider public and private profiles that can be linked to a client or a service program for the client (matching client or family needs to providers by matching the provider profile to the demographics, characteristics, assessments including

	CANS needs information of the client or family needing services)
Assessment management	<p>→ The system comes with out-of-the-box assessments associated with all major case types and subtypes defined by the State, such as:</p> <p>Safety assessments (SAFE-C), safety plans, initial risk assessments, CANS-F, and other assessments as appropriate (eg. screening for substance/alcohol use, Independent Living Readiness Assessment, etc)</p>
Actions and goals	→ The system has the ability to establish treatment plans and goals associated, actions to goals, and how they should be delivered by the agency or provider
Service logs	<p>→ The system can link the client to goods/services and obtain feedback on whether the good/service was delivered.</p> <p>→ Goods and services may be in the form of paid and unpaid services provided by agency or vendors (via contract, referral).</p>
Electronic document generation	→ Generate forms, referrals, and notices stemming from caseworker portal, and deliver them electronically, if feasible and permitted by policy.
Approval management	<p>→ Ability to move the case approval workflow to various stages, such as supervisor, intake and back to ensure data accuracy and governance.</p> <p>→ All approvals are aided by notification management to the respective system users</p>
Workload management	→ Ability to move cases through various case scenarios (eg. caseworker visitation/other visitation) and legal workloads depending on the type of case (eg. family

	assessment, family preservation, foster care, permanency, independent living, ICPC, ROA).
	Foster Care Cases
Health screening	<ul style="list-style-type: none"> → Streamlines health screening, containing information about all health assessments (medical/mental health/vision/dental), clear delineation of disabilities and special needs, and ongoing health/mental health need to be addressed. The data elements are aligned with data that may be made available through data exchanges and consistent with data required by Federal performance measures (eg. CFSR).
Education screening	<ul style="list-style-type: none"> → Supports streamlined education screening containing information about current and past school placements, dates of placement, IEP and other special needs information. The data elements are aligned with data that may be made available through the local education agency data exchange and consistent with data required by Federal performance measures (eg. CFSR).
Placement management	<p>The system supports the following placement features:</p> <ul style="list-style-type: none"> → Find an appropriate placement (foster family or residential) for a child → Provide support for the efficient and effective administration of the processes involved in the determination of appropriate public and private service providers and/or placement resources necessary to accomplish the goals of the service/case plan → Search for appropriate public or contracted/licensed providers that accept the characteristics of the child needing placement services.

	<ul style="list-style-type: none"> → The system can create a placement for the foster child based on discussions with placement resources and appropriate referral and review. → The system can edit/update placement details.
Court plan management	<ul style="list-style-type: none"> → The system can create a court hearing → Court hearing appointments (linked to the worker and supervisor calendars), and related outcomes.
Information management	<p>The system creates and captures the following information with workflow and supported screens:</p> <ul style="list-style-type: none"> → Visitation plan. → Employment status. → Education status and update details. → Health and disability status and documentation.
Placement exit process	<p>The system supports processes to:</p> <ul style="list-style-type: none"> → Return a child to their parents (reunification). → Terminate parental rights and document both agency and court notes and decisions. → Return a child to adoption and determine eligibility for Adoption Assistance Subsidy. → Return a child to guardianship and determine eligibility for Guardianship Assistance Subsidy. → Follow rules for the State’s foster children placed into out-of-State placements, including adoptions.

Data management	<p>The system has the ability to,</p> <ul style="list-style-type: none"> → A) Expunge information as required based on State policy; B) Keep expunged information in the database i.e. marked as expunged, be hidden from view and ignored by searches and devoid of only identifying information; C) Retain all other data in the database for reporting, analysis, and evaluation purposes. → Allow for record redaction and printing of the full electronic record with redacted information upon request.
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Effortless template-driven assessment management

The platform comes out of the box with a custom-built forms builder that leverages low-code, template-driven, drag-drop techniques to build complicated forms driven by rules on the fly.

Key Features	Benefits
Forms/assessment builder	<ul style="list-style-type: none"> → Low-code engine → The system has a state-of-the-art, inbuilt forms/assessments builder with low-code capabilities to generate powerful drag-and-drop forms that aid the preparation of targeted assessments for all case types and associated subtypes. → Forms/assessments can be linked to case types at runtime → Ability to generate and execute custom coded forms with inbuilt rules

Powerful access-based dashboard management

Our out-of-the-box dashboards for different personas featuring drag-drop and powerful management features can fully customize the way the users want to view, position, and interact.

Key features	What they do
Intake dashboard	→ The customized dashboard can provide access-level data for different types of users—caseworker, supervisor, and private providers
Provider dashboard	→ User dashboard can be customized to include a number of new providers, licensed providers, rejected providers, and total providers
Referral dashboard	→ User referral dashboard will provide a number of pending applications, approval pending applications, approved applications
Analytics dashboard	→ The dashboard affords analytics comparison with previous months' processed referrals and applications,
Task widget	→ Task dashboard will provide a quick review to the user for the upcoming service program steps, assigned cases to the user, and overdue tasks
Notifications widget	→ Notifications alert for supervisors and coworkers about tasks like initial contact, assessments completed, visit completed, and documentation updated
Calendar	→ Calendar with snapshot will provide a day-wise schedule that the user can organize accordingly
Filters	→ Filter option will provide a quick view to a group of referrals, applications, and type of providers

Contact support	→ Ability to access contact support to resolve user issues, and customer feedback to improve software stability and user productivity.
Chatbot	→ Chatbot option will provide quick information required by the user in an easy interaction with the system

Title IV-E eligibility

Our solution for child welfare has a fully operational Title IV-E eligibility component. The caseworker can determine a child's eligibility under Title IV-E on the basis of the configured rules and client-provided data. The eligibility determination process applies eligibility rules against collected information to determine whether the child is eligible under Title IV-E.

Key features	What they do
Eligibility and benefits	→ Creation-to-completion handling of candidacy and foster-care/adoption/guardianship eligibility
Redetermination	→ Eligibility and benefits can be quickly redetermined in case of changing values of key parameters
Information sharing	→ Member information shared with other eligibility and benefits systems to avoid duplicative data entry and quicken results determination

Fully compliant and transparent financial management

The financial management capabilities of our system include abilities to address critical fiscal criteria such as accurate and timely payment of providers for the services rendered and maximizing external funding sources such as Title IV-E, IV-D, and SSI wherever applicable. All these capabilities also have robust security, control, and audit trails for compliance and transparency purposes.

Key features	What they do
Accounts payables	→ Creation of Invoices, checks, and EFT processing for payments

	<ul style="list-style-type: none"> → A detailed historical record of distribution statements for providers → Reports for provider receivables/payables and balances.
Foster child account management	<ul style="list-style-type: none"> → Creates and maintains a foster care child account for funds accumulating while in foster care → Identifies if payments have to be associated with IV-E or charged to a child's account. → Manages accrual and use of federal benefits like SSI, SSDI, and implements customizable rules with accrual ceilings and allowable payments made from the child account
Disbursement	<ul style="list-style-type: none"> → Handles disbursement for the different accounts, including accounts payable/accounts receivables functionality. Handles vendor payments for clients after case closure with appropriate program assignments → Code payments authorized for State reporting and federal claiming.
Interoperability	<ul style="list-style-type: none"> → Bidirectional interfaces to seamlessly integrate with the State's financial systems → Automated system-to-system interfaces perform checks to identify and abort processing duplicate data → Customizable to interface with external data services address verification → Identification of discrepancies between the State's vendor tables and the system's vendor tables
User security	<ul style="list-style-type: none"> → Role-based user security at the local and application levels → Provide external party (other agencies, attorneys or providers) access/inquiry of payment history, etc

	<ul style="list-style-type: none"> → Provide user lists and reports that describe user security roles and the change in data in the system → Automatic lock-out of users after a defined duration of inactivity on the system
Data hierarchies	<ul style="list-style-type: none"> → Can be adapted to handle program hierarchy—IV-E, non-IV-E, foster care, adoption, guardianship, in-home candidates, → On customization, can support category or services/cost center hierarchy, maintenance payments, ancillary payments, clothing, therapy, school supplies, etc similar to a chart of accounts → Customizable to support provider/rate hierarchy—standard rates, age differential, the difficulty of care, geographic differential, etc → Supports geographical hierarchy—district offices, counties, regions, and at the State level. User access control based on geographical hierarchy (one district office user cannot access other district's data while the State-level user can see all district offices' data)
Trust accounts tracking/cost of care Adjustments	<ul style="list-style-type: none"> → Tracking of a child's assets (eg: SSI payments to be used for the cost of care) → Maintain the child's asset accounts (apply deposits and adjustments) → Allocation of costs/expenditures to multiple recipients.
Accounts receivables	<ul style="list-style-type: none"> → Tracking of overpayments and offset of future disbursements → Workflow approvals to process write-offs or adjust account receivables balances → Remittance advises with checks/ACH. → Statements and other communications to providers regarding benefits and overpayments

	<ul style="list-style-type: none"> → Systematic reporting of AR from providers, including aging reports → Multi-level workflow approvals (eg: three separate approval batches for ancillary payments and adjustment payments) → Voided checks and adjustments processing → Preliminary statements of payments to providers to verify accuracy. In case no response is received from a provider, the caseworker(s) will be alerted and they will decide whether or not to pay the provider. Periodic placement validations are performed to verify the provider placements and approve payments
<p>Data accuracy and integrity</p>	<ul style="list-style-type: none"> → Workflow-driven approval process around data changes, including the ability to freeze data changes → Configurable prompts to validate input data (abnormal dates or amounts will be prompted) → Exception/alert reporting on data changes done by system administrators or users in IT administration → The workflow approval process for submitting and approving batches of provider payments
	<ul style="list-style-type: none"> → Prevents multiple providers from receiving certain payments for the same children by day → Unique records of individuals with duplicate checking for every new entry

Facilitating timely court processing

Key features	What they do
Documents	→ Automated, accurate, and timely generation and production of appropriate court-related documents
Alerts and notifications	→ Accurate and timely notifications to involved individuals of upcoming court activities
Administration	<p>→ Bidirectional interfaces with the court system to ensure the efficient and effective administration of the processes necessary for involvement with the appropriate judicial body.</p> <p>→ Court information secured with user security permissions</p>

Provider and Public Home Management

Our Provider Management module is a complete enterprise solution helping the State to manage the various providers involved in child welfare to ensure effective delivery of services and also ensuring safety, which leads to cost savings as well. It supports timely, efficient, and effective administration of new foster/adoptive homes and new information regarding existing homes.

Our Public Home Management (public foster homes and treatment foster homes) module helps in capturing and maintaining service provider profiles that can be linked to a client profile or a service program. It also allows for the matching of client or family needs to a provider.

Key features	What they do
Intake search/add foster care	→ Creates a foster family with basic information like demographics, location, foster care placement services
Information management (minimal information capture)	→ The system has the ability to capture application information with applicant details

Document uploads	→ Ability to upload and save not just leading document types, such as contracts and agreements, but also video and images in industry-leading formats
Update information	→ Ability to update application information by provider and the visiting caseworker
Assessments	→ Ability to create multiple assessments by admin
Background check	→ Ability to update background information by the visiting caseworker
Workflows	→ Ability to capture various foster family licensing workflows, including training, certification, and data capturing about foster and kinship providers
Add person	→ Ability to add a new person to the foster family household, organize meetings, and capture training requirements
Licensing	→ Ability to issue licenses for a foster family and create a provider profile. Scope of interest for the provider will be captured
Hold	→ Ability to hold placement for a family. Only on multiple approvals, the hold will be released
Corrections	→ Ability to prepare a corrective action plan of the provider based on the visitor information from the caseworker
Reconsideration	→ Ability to create and record reconsideration of due dates
License termination	→ The system has the ability to terminate a license for a foster family and conduct a process to remove access to sensitive client data for the provider

Intake search/add foster care	→ Ability to search a provider with profile criteria with bed availability
Residential resource	→ Ability to add staff members or household for the foster care family
Staff information	→ Ability to add staff members with multiple information points like address license details

Private provider placements—licensing and contracting provider portal

Our Private Provider Placement module creates and maintains provider and vendor contracts in a searchable format. It helps in creating program-specific contracts for private providers. It also captures concerns and notifies about refusals from vendors to provide a service.

Key features	What they do
Licensing	→ Ability to document and process for a residential resource, including new license application for an RCC and CPA, and print an official license
Re-licensure process	→ Ability to document and do a re-licensure process
Mid-licensure process	→ Ability to document and do a mid-licensure process
Review process	→ Ability to create a periodic visit for review and capture the visit details for the review process → Ability to create a checklist for review of youth, staff, and foster families.
Meeting notes	→ Ability to create meetings to conduct interview form for youth, staff, and foster families and record the outcome of the meetings
Certification	→ Ability to process initial and annual certification for foster homes and do an entire home study process

	<ul style="list-style-type: none"> → Ability to process initial and annual certification for household members with inspections and provide clearances. → Ability to print certification letters with a certificate to the household members and foster care families
Corrective Action Plan	→ Ability to document Corrective Action Plan (CAP) and process acceptance and rejection by OLM
Critical Incident Reporting	→ Ability to document Critical Incident Reporting (CIR) to OLM, SSA, all local department staff for each youth
Sanctions	→ Ability to hold placements and allow payments for placing a hold on license for private providers
Revocation of license	→ Ability to revoke a private provider license
Hold	→ Ability to hold private CPA homes not available for placement even when the CPS referral is accepted and approved for that home
Staff information	→ Ability to maintain staff information including medical, driving record, clearances, training certification, and professional licenses.
Uploads	→ Private providers can upload re-licensure and mid-licensure information into the system
Provider profiles	→ The system has the ability to maintain private provider profiles like levels of care, services provided, and population served
Complaints management	→ Capability to record complaints, process the investigation, and take necessary actions

Purpose-built provider portal

Through our provider portal the foster family can add basic demographics, location, and interest in providing foster care placement services, contact information, including an email address, in order to send out agency updates and alerts. It is specifically built for the providers/vendors like foster carers, foster homes, public homes, adoption, voluntary organizations, other service providers, etc.

Key features	What they do
Dashboard	→ The system dashboard will provide license applications processed by the provider, along with placement details, occupancy details, and available vacancies
Corporate information	→ Ability to capture corporate information like email, phone, address, and person details
Staff settings	→ The ability of the provider to add multiple staff by onboarding them → Ability to capture staff certification, training, and clearance information → Ability to assign staff to a particular program
Sanctions	→ Ability to capture license sanctions provided to the provider
Change request	→ Ability to capture a provider requesting a change request. The provider will be able to view the status of the change request
Uploads	→ Ability to upload and save not just leading document types, but also video and images in industry-leading formats
Corrective Action Plan	→ Ability to document Corrective Action Plan (CAP) and process acceptance and rejection by OLM

CPA home	→ Ability to add CPA home
Suspend household	→ Ability to suspend a household person and add details about the suspension
Alerts	→ Ability to generate contract renewal alerts
Document history	→ Ability to generate and maintain historical documents, and statements generated by providers
Notices	→ Generate statements and other communications to providers regarding benefits and overpayments.
Clearance details	→ The system has the ability to capture CPS, Federal, and State CJS details and clearance details
Monitoring	→ The system has the ability to capture all monitoring details of the provider, and details of visits by the worker will be added
Interview	→ The system can monitor visit details of youth, ability to capture the staff and board member interviews
Review	→ Provider portal has the ability to send the application details to the caseworker for review for grant of a license
Critical Incident Reporting	→ The system has the capability to submit Critical Incident reports (CIR) electronically to DHR and local departments

Annexure – 3

Enforcement management

Compliance monitoring and enforcement remedies

The platform's easy-to-setup features allow you to identify all open, non-compliant cases for various enforcement remedies on a configurable schedule.

Key features	What they do
Case selection criteria for an enforcement remedy	→ The system has the capability to submit Critical Incident reports (CIR) electronically to DHR and local departments
Initiation of an enforcement remedy	→ Automates the initiation of prevailing enforcement remedies based on one or more trigger conditions at case and/or participant levels
Suspension of an enforcement remedy	→ Automates the suppression of enforcement remedies based on new and updated case information
Allowable actions for an enforcement remedy	→ Enables permissible actions according to the user's role
Tracking system actions	→ Timely and accurate capture of the relevant data pertaining to all enforcement events → Keeps the system up to date with latest outcomes from various enforcement events
Income withholding	
Key features	What they do
Identification of relevant records	→ Collates all eligible cases for income withholding according to the defined submission criteria
Submission file generation and handling	→ Transmits eligible cases to designated State Data Exchange Partner in a secure manner → Receives and processes actionable information from designated State Data Exchange Partner

Notice generation	→ Creates notices required for withholding activities
Tracking system actions	<ul style="list-style-type: none"> → Timely and accurate capture of the relevant data pertaining to all events → Keeps the system up to date with latest outcomes from various events
Tax refund offsets	
Key features	What they do
Identification of relevant records	→ Collates all eligible cases for submission according to the defined selection, submittal, update, and removal criteria
Submission file generation and handling	<ul style="list-style-type: none"> → Transmits eligible cases to Federal and/or State agencies in a secure manner → Receives and processes actionable information from Federal and/or State agencies
Notice generation	→ Creates notices required for federal offset activities
Tracking system actions	<ul style="list-style-type: none"> → Timely and accurate capture of the relevant data pertaining to all events → Keeps the system up to date with latest outcomes from various events
Insurance intercept	
Key features	What they do
Identification of relevant records	→ Collates all eligible cases for submission according to the defined criteria
Submission file generation and handling	<ul style="list-style-type: none"> → Transmits eligible cases to Federal and/or State agencies in a secure manner → Receives and processes actionable information from Federal and/or State agencies

notice generation	→ Creates notices required for insurance intercept activities
Tracking system actions	→ Timely and accurate capture of the relevant data pertaining to all events → Keeps the system up to date with latest outcomes from various events
Lottery intercept/gaming offset	
Key features	What they do
Identification of relevant records	→ Collates all eligible cases for submission according to the defined criteria
Submission file generation and handling	→ Transmits eligible cases to the designated party in a secure manner → Receives and processes actionable information from the designated party
Tracking system actions	→ Timely and accurate capture of the relevant data pertaining to all events → Keeps the system up to date with latest outcomes from various events
Driver's license suspension	
Key features	What they do
Identification of relevant records	→ Collates all eligible cases for submission according to the defined criteria
Submission file generation and handling	→ Transmits eligible cases to the designated party in a secure manner → Receives and processes actionable information from the designated party

Notice generation	→ Creates notices required for license-suspension activities
Tracking system actions	<ul style="list-style-type: none"> → Timely and accurate capture of the relevant data pertaining to all events → Keeps the system up to date with latest outcomes from various events
Personal property lien	
Key features	What they do
Notice generation	→ Creates notices required to impose, record, serve, or release a lien.
Tracking system actions	<ul style="list-style-type: none"> → Timely and accurate capture of the relevant data pertaining to all events → Keeps the system up to date with latest outcomes from various events
Credit reporting	
Key features	What they do
Identification of relevant records	→ Collates all eligible cases for submission according to the defined criteria
Submission file generation and handling	<ul style="list-style-type: none"> → Transmits eligible cases to credit reporting agencies in a secure manner → Receives and processes actionable information from credit reporting agencies
Notice generation	→ Creates notices required for credit-reporting activities
Tracking system actions	<ul style="list-style-type: none"> → Timely and accurate capture of the relevant data pertaining to all events → Keeps the system up to date with latest outcomes from various events

Interstate initiating	
Key features	What they do
Identification of relevant records	→ Collates interstate cases to set exceptions from enforcement remedies according to the defined criteria
Notice generation	→ Creates notices required for interstate communications activities
Tracking system actions	→ Timely and accurate capture of the relevant data pertaining to all events → Keeps the system up to date with latest outcomes from various events

Financial management:

Accruals

The system captures the financial obligation information in the court order to create periodic child support charges for each obligation type. It monitors the payment of charges, and in the case of non-payment/partial payment, creates necessary arrears according to configurable rules.

Based on configurable rules again, the system also charges interest on unpaid support charges using information contained in the court order.

Key features	What they do
Charge generation	Creates support charges using the following information from the court order: → Obligation type → Frequency → Amount per frequency → Start date and end date Handles arrears if the court order includes an amount

Charge monitoring	<ul style="list-style-type: none"> → Monitors existing charges for payments, and in the case of non-payment/partial payment, the system changes the status of the charges to initiate appropriate actions based on configurable rules
Balance maintenance	<ul style="list-style-type: none"> → Keeps track of balance for different obligation types and account types
Interest charging	<ul style="list-style-type: none"> → Interest can be charged on unpaid support charges → Identifies support charges where interest needs to be charged and at what rate according to configurable rules → Keeps track of interest amount charged and unpaid

Collections

Child support payments come from a variety of sources, like IWO from various employers, online payments by NCPs, payments by NCP at SDU or local county offices, IRS tax offset, and others. The system receives, validates, and processes these files to create child support payments, and associates them with the case participant for distribution to the rightful beneficiary.

Key features	What they do
File processing	<ul style="list-style-type: none"> → Receives payment files in different formats from a variety of sources → Generates payments for the records that pass validation → Creates records of payments with data available in the payment files

File formats Supported	<p>The system supports industry-standard formats via adapters:</p> <ul style="list-style-type: none"> → ACH Income Withholding File → ASC X12 Financial Committee endorsed EDI → NACHA endorsed EFT → CTX 820 NACHA → CCD+ <p>Different file formats can be configured</p>
Payment Identification	<ul style="list-style-type: none"> → The system identifies the payments to participant, case, and cause and supports the distribution process → Payments that cannot be identified to participant, case, and cause are marked as 'Unidentified Payments', and placed on hold → For Unidentified Payments, the appropriate user is notified to initiate manual action in identifying the payer and updating the payment

Distribution

The distribution capability of the system is the heart of Cardinality’s Financial Management module. It ensures all payments received by the system are correctly identified, handled, and apportioned based on the case type, payment source, and other relevant parameters.

At the core of this capability is our robust, yet flexible, rule management engine that keeps all the complexity away from the users and gives accurate and reliable distribution results in accordance with PRWORA.

Key features	What they do
Determining distribution priority	<ul style="list-style-type: none"> → Automatic detection of relevant information pertaining to the case, payment source, etc.

	<ul style="list-style-type: none"> → Accurate determination of priority order for distributing the received payments → Configurable rules ensure flexibility in assessing the treatment of all incoming payments
Calculation of distributable amounts	<ul style="list-style-type: none"> → Prorated calculation of appropriate amounts that need to be distributed to various arrearages and support order accounts based on priority → Graceful handling of complexities by case types while computing distribution amount → Accurate calculation of appropriate account balances
Creating relevant disbursements	<ul style="list-style-type: none"> → Automatic creation of the relevant disbursement records that need to be disbursed to respective parties → Ensure payments are appropriately divided into CP, NCP, State, and Federal shares
Monitoring and tracking of system updates	<ul style="list-style-type: none"> → Timely and accurate capture of the relevant data pertaining to all distribution events
Manual overrides and intervention	<ul style="list-style-type: none"> → Ensure any system-generated distribution can be manually overridden by a user → Strong process controls with relevant approvals for manual distributions with automated notifications to approvers

Disbursements

The disbursement capability of Cardinality’s system ensures relevant parties in a case are paid their due shares of any collected payments. This capability is primarily driven by the integrations with the State Auditor’s Office and select third-party vendors.

The system supports electronic fund transfers (EFT), automated clearing house (ACH) transfers, direct deposits, stored value debit cards, checks, and warrants, and is flexible to add more methods. Its robust file processing capabilities also efficiently handle any failure/return files to keep the sanctity of the data intact.

Key features	What they do
Identification of relevant records	<ul style="list-style-type: none"> → Automatically identify all records that need to be disbursed → Accurately determine the method for each disbursement → Flexible and configurable rules to match Federal disbursement guidelines
Disbursement file generation and handling	<ul style="list-style-type: none"> → Robust file-generation feature that can handle creation of various file types for the State Auditor's Office → Configurable file generation capability supporting EFT, direct deposits, ACH transfers, checks, warrants, debit cards, etc → Smooth consumption and processing of various return files
Notice generation	<ul style="list-style-type: none"> → Timely generation of appropriate notices like Assigned Support Notice to be sent to the CP → Configurable, rule-driven controls to generate the notices
Tracking and maintaining system updates	<ul style="list-style-type: none"> → Automatically keeps the system up to date with latest outcomes from various disbursement events
Manual overrides and intervention	<ul style="list-style-type: none"> → Provides flexibility to manually update disbursement method for recipients

Financial holds

The Financial Holds Management capabilities of the system are designed to robustly handle any identified anomalies pertaining to payments received or disbursements that need to be made.

In order to effectively handle the various anomalies, the system determines the appropriate hold levels to be placed and ensures that the appropriate treatment is provided based on the hold levels. This ensures that no payment or disbursement anomaly is missed or ignored.

features	What they do
Assessment and handling of financial holds	<ul style="list-style-type: none"> → Automatic determination, placement, or release of financial holds → Easy configurability of rules for handling all financial holds → Integrated handling of any unclaimed property arising from unidentified payments or disbursements
Automatic updating of relevant records	<ul style="list-style-type: none"> → Ensures that there is no noise or loss of information due to handling of financial holds
Notification capabilities	<ul style="list-style-type: none"> → Keeps the relevant people notified of any financial hold placement or release → Smoothens the workflow for all personnel involved → Easily configurable notification rules ensure flexibility
Manual overrides and intervention	<ul style="list-style-type: none"> → Provides the safety net of enabling a manual review on all financial hold operations, including placement and release at various levels

Adjustments

The Adjustments capability of the system provides measures to tackle most systemic or manual errors that could result in any deviations in the system pertaining to dollar value of payments, distribution, or disbursements.

This helps keep the system's records and data clean while maintaining the relevant trail of all transactions and adjustments made from an accounting/audit standpoint.

Key features	What they do
Adjustments arising out of payments	<ul style="list-style-type: none"> → Configurable, rule-based handling of payments that were misapplied

	Manual override and approval to ensure sanctity of information
Adjustments arising out of distribution	→ Manual review, override, and approval capability of any previously made distribution, which results in adjustments
Adjustments arising out of disbursements	→ Manual override and approval controls to resolve erroneous disbursements
Data auditability	→ Protects and maintains the original records and information while gracefully handling appropriate adjustments



Appendix B

Cardinality.ai

Human Services Platform
INDIANA ENTERPRISE PRICING
JANUARY 2020



Cardinality.ai Platform



**Purpose-Built Industry
Cloud Platform
for
Human Services
with a Suite of
Configurable Applications**



Cardinality Platform & Apps



Cardinality.ai
Cardinality.ai HHS Platform

\$70*
USD/user/month

- Unlimited Apps & Elements
- Custom code
- Conversational, Thunderbolt UI
- Rules + Workflows Engine
- Low-Code Forms Engine
- Role Based Access Control, OpenIAM
- Pre-trained Data Elements
- Teams, Collaboration
- Action-tasks-goals and Metrics
- Auto Worklists & ML Work-assign
- Embedded Analytics
- Widgets and Dashboards
- Audit and Logs
- Integrations & API Factory
- + Futuristic Suite (AI/ML/Heuristics & Block chain and No UI)

+Add-ons

Child Support. Apps	Child Welfare Apps	Constituent 360
<ul style="list-style-type: none"> AI Case Management Customer Experience Pre-Intake Intake & Referrals Locate Establishment Enforcement CS Financials <p style="text-align: right;">\$50 USD/user/month</p>	<ul style="list-style-type: none"> AI Case Management Pre-Intake Intake & Referrals Investigations Assessments Service Plan Service Authorization CW Financials Providers & Licensing Foster Care Placements <p style="text-align: right;">\$30 USD/user/month</p>	<ul style="list-style-type: none"> Online Application Self service Search Chatbot Tracking/Status Payments integrations Service Registration License Renewal 360 view analytics Unlimited Constituents <p style="text-align: right;">\$15 USD/user/month</p>

*Does not include costs of IaaS/PaaS such as AWS, Hosting, Salesforce, and 3rd party software such as Mulesoft, Reporting, INRULE etc.

Core Platform

CLOUD AGNOSTIC PLATFORM -



Salesforce



AWS



Mulesoft

or



Salesforce



AWS



Mulesoft

Hybrid

Pricing for Core Platform & Add-ons



	Child Support	Child Welfare	Enterprise (CW+CS+C360)
# of Users	1,000	4,000	5,000
Cardinality Core Platform (Annual)	\$840,000	\$3,360,000	\$4,200,000
Functional Apps Total	\$360,000	\$1,440,000	\$2,800,000
Total License Costs	\$1,200,000	\$4,800,000	\$6,000,000
Enterprise Discount	30%	30%	-55%
Annual License Post Discount	\$840,000	\$3,360,000	\$2,750,000

*Does not include costs of IaaS/PaaS such as AWS, Hosting, Salesforce, and 3rd party software such as Mulesoft, Reporting, INRule etc.
 **Child Support Apps include only Financials and Enforcement Modules



DCS - CS + CW + C360 Bundle Licensing Costs

	2020	2021	2022	Total
CS+CW+C360 Bundle				
Child Support	\$550,000	\$550,000	\$550,000	\$1,650,000
Child Welfare	\$2,200,000	\$2,200,000	\$2,200,000	\$6,600,000
Total Licensing Costs including configuration charges	\$2,750,000	\$2,750,000	\$2,750,000	\$8,250,000*

	2020	2021	2022
Premier Support Package*			
Support & Training Includes: 2000 hrs of onsite Product Engineer support & unlimited training	\$0.00 (Not needed)	\$500,000 (Recommended)	\$500,000 (Recommended)

*Annual renewal

DCS - Implementation Costs

	2020	2021	Total
Child Support			
License (including Finance & Enforcement)	\$550,000	\$550,000	\$1,100,000
Platform Configuration Costs (Services)	\$1,325,000	\$1,325,000	\$2,650,000
Total Licensing Costs including configuration charges	\$1,875,000	\$1,875,000	\$3,750,000*

	2020	2021	Total
Child Welfare			
License (Core + Functional Modules)	\$2,200,000	\$2,200,000	\$4,400,000
Platform Configuration Costs (Services)	\$2,250,000	\$2,250,000	\$4,500,000
Total Licensing Costs including configuration charges	\$4,450,000	\$4,450,000	\$8,900,000*

*Annual renewal



SI - Configuration Costs

	2020	2021	Total
Finance	\$480,000	\$480,000	\$960,000
Eligibility	\$300,000	\$300,000	\$600,000
Provider	\$300,000	\$300,000	\$600,000
CCWIS (Case Worker + Mobile Suite)	\$1,000,000	\$1,000,000	\$2,000,000
Case Worker Mobile App	\$300,000	\$300,000	\$600,000
Customer Portal	\$130,000	\$130,000	\$260,000
Red Bird AI Integration	\$500,000	\$500,000	\$1,000,000
Additional Integration Services	\$750,000	\$750,000	\$1,500,000
Sub Total	\$3,760,000	\$3,760,000	\$7,520,000
Bundled CCWIS Solution Pack Discount	40%	40%	40%
Total Configuration Costs*	\$2,250,000	\$2,250,000	\$4,510,000

*license fee excluded from SI bids

Hours Estimates	2020	2021	Total Efforts Hours	Total Configuration \$
Finance	3,200	3,200	6,400	\$960,000
Eligibility	2,000	2,000	4,000	\$600,000
Provider	2,000	2,000	4,000	\$600,000
Total	7,200	7,200	14,400	\$2,160,000





Appendix C - Work Order

This Order Form (the “**Agreement**”) is between **Elixir Lab USA Inc, D/B/A Cardinality.ai (“Cardinality”)**, with business offices located at 1775 Tysons Boulevard, Mclean Virginia 22101 and **The Indiana Department of Child Services**, (hereinafter referred to as “**Customer**” or “**DCS**” or “**State**”) and shall be effective on the date this Agreement is signed by both parties (the “**Effective Date**”).

This Agreement is a part & parcel of the Cardinality Software as a Service Agreement (the “**Agreement Terms**”). This Agreement shall control in the event of any conflict with the Agreement Terms.

Services Ordered			
General Information		Order Form Information	
Customer	The Indiana Department of Child Services	Initial Term (in years)	3 years
Billing Contact Name	Kevin Jones	Order Type	New
Billing Contact Email	Kevin.Jones@dcs.in.gov	Payment Frequency	Annual in Advance
Billing Contact Phone		Order Start Date	See Addendum
Billing Address	302 W Washington Street, Room E306, Indianapolis, IN 46204	Order End Date	See Addendum





Subscriptions	Bundled License Cost/Annum	# of Units	Annual Fees for the Period from 11 th May 2020 – 11 th May 2021
Cardinality Human Services Platform	\$ 2,750,000	Enterprise edition- Upto 5,000 users ¹	\$ 2,750,000
Add-ons - Cardinality Child Support Modules- Finance, Enforcement			
Add-ons - Cardinality Eligibility, Finance CCWIS modules			
Add-on - Premier support package	\$500,000	Includes 2,000 hours of onsite product engineer support & training	\$0 for year 1 \$500,000 from year 2 onwards starting; see Addendum
License Fees from July 15, 2020 – July 14, 2021			\$2,750,000
License Fees from July 15, 2021 & annually thereafter			\$3,250,000

¹“User” means an individual employee, contractor or affiliate of the customer organization with a unique named login or access to Indiana DCS CCWIS & INvest systems



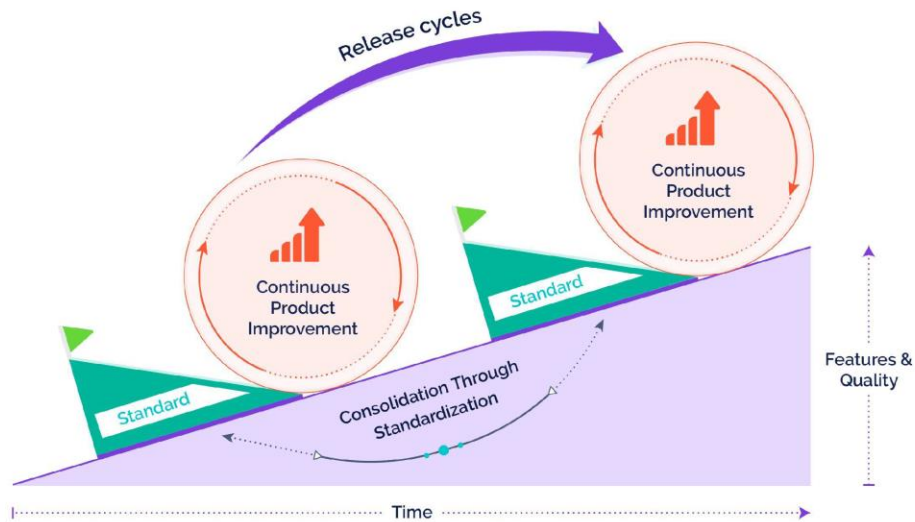
ADDITIONAL TERMS AND CONDITIONS

1. Our License cost does not include 3rd party licensing costs like Salesforce, AWS, InRule among others.
2. **Technical Support:** Cardinality Premier Support Plan Support services shall be provided for the Subscriptions procured on this Work Order Form in accordance with the terms set forth in Cardinality Premier Support Plan details provided in the Cardinality Service Level Agreement and the Addendum.
3. Cost of Premier support plan would be provided at an additional cost of \$500,000 per annum which would be effective from July 15, 2021
4. **Professional Services:** The Customer may purchase Professional Services as set forth in a separate Statement of Work signed by the parties.
5. **Payment Terms:** The Initial Term for the Subscriptions set forth herein will commence on the Order Start Dates noted in Section 3 [Term] of the Addendum. Upon execution of the Addendum, Customer shall pay the first year of the subscription fees (~~\$2,750,000.00~~) in accordance with Section 38 [Payments] of the Addendum. Thereafter, the subscription fees will be payable annually in advance, in accordance with Section 38 [Payments] of the Addendum.
6. Any indemnification obligation under the Agreement Terms is limited to the extent permitted by law.



Appendix D - Continuous Improvement Roadmap

This Continuous Improvement document is a representation and approach of Cardinality’s product development roadmap. This list may be updated from time to time by Cardinality and the customer will be notified about it. The updated feature list and product roadmap will be available on our website at www.cardinality.ai. In the event of any conflict or inconsistency with this document and the product roadmap on the website, the order of precedence shall be **1. Roadmap as defined in the website 2. The Product Improvement Roadmap as per this document.**



Our philosophy

Cardinality’s product roadmap lays down how the company can augment its human services platform—including CCWIS, Child Support, and other use cases leveraged by the Department of Child Services (DCS)—with regular updates and upgrades.

Our philosophy is simple: we believe in making incremental improvements that eventually swell to become impact multipliers that enable efficient, targeted, and timely product upgrades for business users, and constituents. This is aimed at the goal of consumerizing the stakeholder experience while maintaining enterprise-grade security and stability.



Our approach

Cardinality’s product roadmap will closely align with the IN-DCS vision, combining the best-in-class North Star Metrics (NSM) and theme-based build-out so that the key stakeholder experiences a marked difference.

Metrics-driven protocol

Cardinality’s key metrics for the roadmap will be aligned with the following categories to ensure progress is in lockstep with Indiana DCS’s goals and directions.

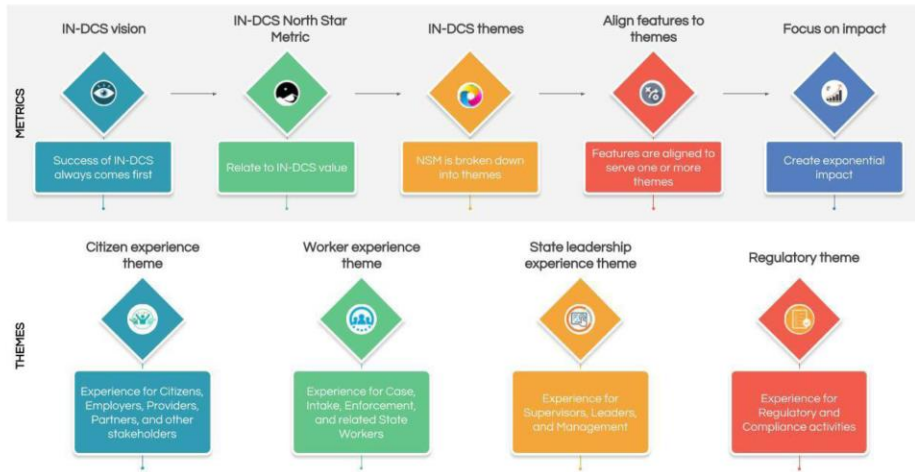


Figure - 1

As seen in the roadmap below [Figure -2], our focal points perfectly mirror DCS Indiana’s priorities pertaining to the four major stakeholders:

- 1) Citizens 2) Caseworkers 3) Leaders 4) Regulators**

Our roadmap is designed to ensure that the success of IN-DCS always comes first. During DDI, we will discuss with the various stakeholders at DCS to arrive at a consensus on the NSM, which will help us align our roadmap with the NSM.

To achieve an exceptional user experience, each NSM will be broken down into themes:

- Engineering
- Mobility
- UX/UI
- Analytics
- Security
- Advanced tech capabilities



These themes will lead to feature enhancements, eventually becoming the guiding principles of the product roadmap.

Each release is aimed at improving the product's fit to its function, and our releases are timed to coincide with those from Salesforce to avoid updates at different frequencies and to cut down on the overall IT-administrative efforts for the product.

Priorities for the roadmap will be set down to address product backlog and release train through an impact analysis that follows consultations with various stakeholders.

Feature rollout roadmap

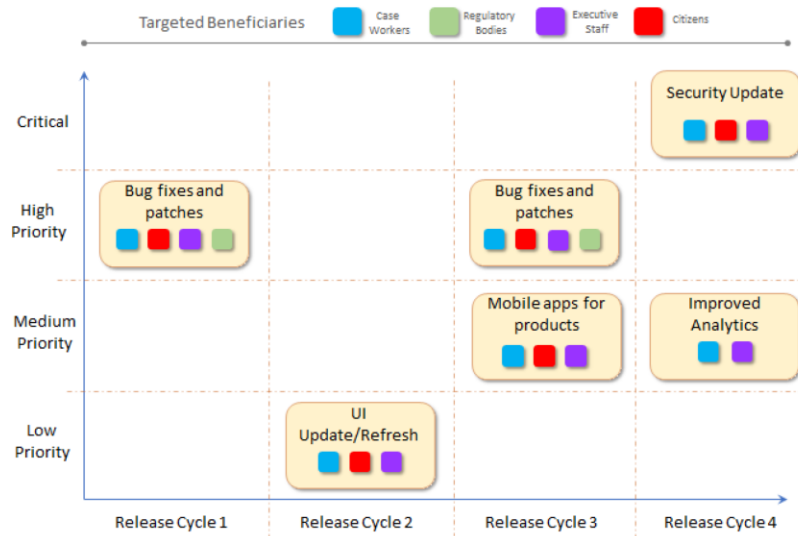


Figure - 2

The above chart explains the features that are forecasted for release post-go-live of the application. The colored boxes in each feature indicate the stakeholder(s) impacted by the improvements. For example, the UI Update/Refresh is slated to be implemented in Release Cycle 2 and will impact caseworkers, executive staff, and citizens. The bug fixes and patches impact all stakeholders and will happen in Release Cycles 1 and 3.

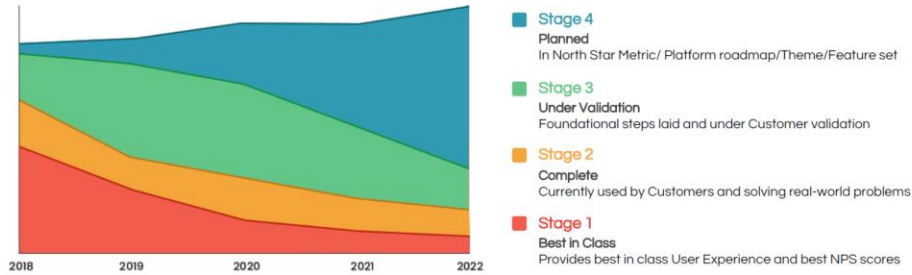


Figure - 3

The above chart details the stages of the process and the effort breakup over the time each stage will occupy. The initial stages will be focused on delivering excellent user experience (Stage-1), while the NSM (Stage-4) occupy only a limited portion of the effort. As the delivery matures, the NSM (Stage-4) takes up most of the effort as the focus moves towards continuously exceeding the target metrics.

Product themes



Engineering:

The engineering theme will focus on regular and continuous improvement to the product. The engineering philosophy is similar to the *Kaizen model*, where our product teams will work on providing regular incremental updates to improve the performance, quality and robustness of the platform. There would be periodic platform enhancements and upgrades that would ensure that the users have access to best-in-class performance, user experience, and security.



Mobility:

To truly consumerize the experience, the stakeholders must have access to key platform features on mobile. The provision of the mobile capability to Cardinality's product suite is one of our important focus areas of development, where we regularly add capabilities, features, and tools to facilitate the data gathering, communication, and administration of services. Our product roadmap will ensure that the mobile apps are upgraded to ensure a reasonable parity level with web applications & also to ensure that the mobile app stays fresh and in sync with the various mobile OS releases.



UX/UI:

Cardinality provides periodic updates to the user interface to ensure its wide range of functionalities are intuitive and contemporary. Updates to keep pace with the latest releases of the underlying platform (Salesforce, Angular, Material design, among others) optimize the usability of the applications. Integral to the user experience is the process flow, which is also addressed with the revisions to the UI that marry great looks with optimal efficiency.



Analytics:

Powerful analytics remains the most sought-after tool to identify hidden relationships between data elements. It helps evince patterns in data that provide new insights, which in turn provide inputs for fine-tuning approaches to meet and solve specific challenges. We would be leveraging a lot of AI and ML elements including our AI engine Redbird to ensure that stakeholders have access to key insights from data to information journey at the click of a button.



Security:

Security is a critical part of Cardinality platform & modules . Detailed planning and continuous monitoring and forecasting are essential aspects of overcoming online security risks. Powered by world-leading cloud solutions that come with inherently superior protection against such threats, Cardinality's solutions incorporate their best-in-class Identity and Access Management along with protocols to secure access to servers and databases through highly secure and well-monitored gateways that prevent any unauthorized access to data. Moreover, encrypting sensitive data on the databases with sophisticated algorithms ensures that all data remains completely safe.



Advanced tech capabilities:

Cardinality will leverage its purpose-built Human Services AI engine Redbird to deliver most of the cutting edge capabilities in the areas of ML, AI, Blockchain, RPA among others. Redbird will leverage the best of open source technologies to ensure that these features are delivered cost-effectively.Redbird will also be trained to ensure that the benefits of these upgrades are available across the key stakeholders namely **1) Citizens 2) Caseworkers 3) Leaders 4) Regulators**. Over time, Redbird can also be leveraged to be a cloud-neutral and independent platform available across AWS and Salesforce.



Appendix E

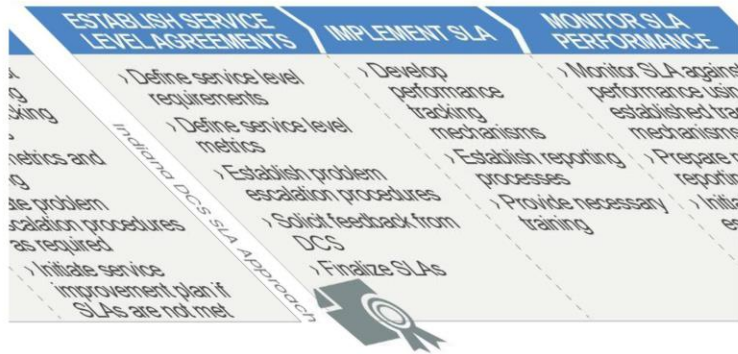
Service Level Agreements (SLAs)

Our approach to SLA

Cardinality will use SLAs as a key mechanism for exceeding customer expectations. The goal of our SLA Management approach (*Exhibit #1. SLA Management Approach*) is to balance the value and quality for the State with the costs of service. We aim to achieve the SLAs and operational level agreements (OLAs) following this process. Any issues that are uncovered will follow our corrective action plan.

Proactive SLA monitoring is performed against the metrics and measurements defined for this Contract.

Our Customer Success Team extracts SLA statistical data daily, weekly, monthly, quarterly, and yearly. The Customer success team sets upper and lower limits for tracking SLA performance based on defined metrics, their measurement, and reporting intervals in collaboration with DCS. These limits reflect the maximum and minimum values allowed – and are used to proactively identify processes that require corrective action before performance degrades and SLAs are not met. They will be revisited with the DCS every six months, or as events warrant, and adjusted as agreed. Team Cardinality will ensure we can champion the DCS’ best interests when defining new SLAs/OLAs that are achievable, measurable, and affordable.



(Exhibit # 1. SLA Management Approach)

Our Customer success team would be accountable for continuously monitoring their performance against the SLAs. Any performance exhibiting a downtrend or that violates an SLA triggers the involvement of the Product Team. The Product Team and functional team would be closely working with the DCS for implementing corrective actions.



Defects or degradation found during verification activities are recorded in the program corrective action system, after which they are analyzed and appropriate changes are developed to resolve the defects. Evaluations are performed primarily through analyzing tickets and identifying trends. Any process improvements that are identified trigger notification to State stakeholders with our documented evaluation of the issue and proposed resolution. Upon approval, updates to scripts, the knowledge base, FAQs, and SOPs are developed and disseminated.

Root Cause Analysis

Cardinality commits to conduct a root cause analysis, at no cost to the State, if SLA are missed more than once. The root cause analysis will be provided to the State within thirty (30) days of the second breach, and after every breach thereafter.

We use statistical analysis methods, including regression and control charts to establish trends in performance. If problems are identified, Cardinality performs a root cause analysis (RCA) and develops a corrective action plan (CAP).

DCS is notified when a CAP is initiated and continually informed of status and problem resolution. We track, monitor, and verify that the CAP has been implemented and the correction is effective. We also scan the entire system to confirm that no other similar problems exist.

Exhibit #2 describes the specific process to address problems and develop corrective actions.

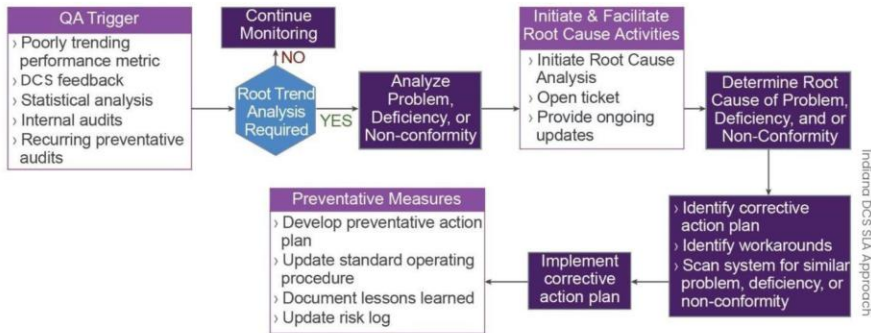


Exhibit # 2: Method to Address Problems and Develop Corrective Actions



General

Cardinality's Premier Support Plan Technical Support will be provided to Customer's Designated Contacts in accordance with this description. Designated Contacts can submit cases or incidents through email or by telephone to our Customer Success Team.

Cardinality will use commercially reasonable efforts to promptly respond to and resolve each case. Actual resolution time will depend on the nature of the case or incident and the resolution. A resolution may consist of a fix, workaround or other solution in Cardinality's reasonable determination.

Designated Contacts

Designated Contacts can only be approved and added by the Primary Designated Contact(s) who are authorized to have access to Global Product Support Services and make requests on the company's behalf.

With your support agreement you may designate one (1) Primary Designated Contact and up to **five (5)** additional individuals who can access, create support cases or incidents and make requests for support services.

This is part of our Data, Privacy, and Protection policy and is designed to ensure that only approved contacts are granted access to logging support cases and seeing your support cases and data.

Customers' Designated Contacts shall be responsible for:

- Overseeing Customer's support case activity
- Developing and deploying troubleshooting processes within Customer's organization

Customer shall ensure that Designated Contacts:

- Attend their vertical specific training course provided either in-person or virtually by Cardinality & should have completed any supplemental training appropriate through AWS/ Salesforce to ensure a basic understanding of AWS/ Salesforce technologies
- Are knowledgeable about the applicable Services in order to help resolve, and to assist Cardinality in analysing and resolving, technical issues

- Have a basic understanding of any problem that is the subject of a case or incident, and the ability to reproduce the problem in order to assist Cardinality in diagnosing and triaging it.



Submitting a case

Users can reach our Customer Success team by following ways

By email: support@cardinality.ai or by phone: +1 (312) 469-8338 for Tier 1 issues

Severity of a case

Issues will be categorized and handled according to an assigned severity level. The case severity level is selected by the User at time of case submission.

Emailing Support at support@cardinality.ai will default to a severity level (4), and will be updated by Cardinality as follows:

Severity Level	Description	Severity Level Characteristics
Level 1	Critical	A disruption to the MISSION/BUSINESS CRITICAL IT Services environment where business functions or Applications are unusable or unavailable, thus creating high impact to State or a significant number of the State's clients and/or customers. No suitable workaround exists.
Level 2	High	A disruption to the BUSINESS CRITICAL IT Services environment where business functions or Applications are impaired but operable, thus creating low impact to an organization or smaller set of the state's clients and/or customers. Or, a disruption to the NON-BUSINESS CRITICAL IT Services environment where business functions or Applications are unusable or unavailable to the state's clients and/or customers.
Level 3	Medium	A disruption to the NON-BUSINESS CRITICAL IT Services environment where business functions or Applications are unavailable or impaired but operable, thus creating low impact to a single client.
Level 4	Low	Configuration changes or special requests with no significant impact to business operations

Target Initial Response Time by Case Severity





Cardinality will use commercially reasonable efforts to respond to each case within the applicable response time described in the table below, depending on the severity level set for the case.

Severity Level	Target Initial Response Time
1	1 hour ⁽¹⁾⁽⁴⁾
2	2 hours ⁽²⁾⁽⁴⁾
3	6 business hours ⁽³⁾⁽⁴⁾
4	24 business hours ⁽³⁾⁽⁴⁾

1. Severity Level 1 initial response times are 24x7, including weekends and holidays. Severity Level 1 cases must be submitted via telephone and email as described above.
2. 24/7 Severity 1 and 2 coverage includes local weekends and holidays.
3. Severity 3 and 4 target response times include local business hours only and exclude local weekends and holidays. Cases submitted via email default to Severity 4.
4. Administrative, Training related issues are not included in performance SLAs.

Cooperation

Cardinality must be able to reproduce errors in order to resolve them. Customer agrees to cooperate and work closely with the Cardinality support team to reproduce errors, including conducting diagnostic or troubleshooting activities as requested and appropriate. Also, subject to Customer's approval on a case-by-case basis, Users may be asked to provide remote access to their Salesforce application and/or desktop system for troubleshooting purposes.

Escalation

The table below outlines the escalation contacts available to a Customer, as necessary.

Escalation Path	Notification Initial Response Time
1st Level On-Call Support Manager	Within 4 Hours of Escalation
2nd Level VP, Cardinality Global Customer Success⁽¹⁾	Within 8 Hours of Escalation



3rd Level Senior Director of Engineering	Within 24 Hours of Escalation
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1. *The On-Call Support Manager will notify the customer of the contact information for the VP, Cardinality Customer Success and Senior Director Engineering as needed according to the escalation time-frames.*

Designated Support Account Manager

Cardinality's Premier Support customers will receive an assigned Support Account Manager who will be the main point of contact for support related activities. The Support Account Manager plans the delivery of support services that drive outcomes aligned to the customer's business goals and is also an escalation point, ensuring the customer receives a world-class support experience.

Excluded items

Cardinality Premier Technical Support does not include the following:

- ❑ Assistance with AWS/Salesforce specific issues; Cardinality Support may determine that the root cause of the issue is due to a specific AWS/ Salesforce issue in which case Customer must contact AWS/ Salesforce Support to resolve the issue
- ❑ Assistance with non-Cardinality products, services or technologies, including implementation, administration or use of third-party enabling technologies such as databases, computer networks or communications systems; Assistance with AppExchange applications, whether authored by Salesforce or a third party; or
- ❑ Assistance with installation or configuration of hardware, including computers, hard drives, networks or printers
- ❑ Customers are responsible for all custom code (Example: Apex, Visualforce, Lightning Development, Javascript, HTML, AngularJS, and CSS) as well as any other integrations. Cardinality Support is not responsible for custom code and will not troubleshoot or write custom code.
- ❑ Cardinality Support will not create or modify any collateral using the Cardinality product on behalf of the customer. The Customer is responsible for creating and modifying all customizations.

DCS - CS + CW + C360 Bundle Licensing Costs Attachment 2

CS+CW+C360 Bundle	2020	2021	2022	Total
Child Support	\$550,000	\$550,000	\$550,000	\$1,650,000
Child Welfare	\$2,200,000	\$2,200,000	\$2,200,000	\$6,600,000
Total Licensing Costs including configuration charges	\$2,750,000	\$2,750,000	\$2,750,000	\$8,250,000*

Premier Support Package*	2020	2021	2022
Support & Training Includes: 2000 hrs of onsite Product Engineer support & unlimited training	\$0.00 (Not needed)	\$500,000	\$500,000

5

*Annual renewal



Attachment 3

Safeguarding Contract Language

Exhibit 7

Exhibit 7 Safeguarding Contract Language

CONTRACT LANGUAGE FOR GENERAL SERVICES

I. PERFORMANCE

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be performed under the supervision of the contractor or the contractor's responsible employees.
- (2) The contractor and the contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.
- (3) Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.
- (4) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.
- (5) No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.
- (6) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- (7) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.
- (8) (Include any additional safeguards that may be appropriate.)

II. CRIMINAL/CIVIL SANCTIONS

- (1) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs

of prosecution. Such person shall also notify each such officer and employee
Publication 1075 (September 2016)

Safeguarding Contract Language**Exhibit 7**

- that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
- (2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.
- (3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
- (4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, *Sanctions for Unauthorized Disclosure*, and Exhibit 5, *Civil Damages for Unauthorized Disclosure*). The training provided before the initial certification and

Publication 1075 (September 2016)

Safeguarding Contract Language**Exhibit 7**

annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.

Publication 1075 (September 2016)

CONTRACT LANGUAGE FOR TECHNOLOGY SERVICES**I. PERFORMANCE**

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be done under the supervision of the contractor or the contractor's employees.
- (2) The contractor and the contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.
- (3) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.
- (4) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- (5) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- (6) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- (7) All computer systems receiving, processing, storing or transmitting FTI must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal Tax Information.
- (8) No work involving Federal Tax Information furnished under this contract will be subcontracted without prior written approval of the IRS.

Publication 1075 (September 2016)

Safeguarding Contract Language**Exhibit 7**

- (9) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office. (10) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.
- (10) (Include any additional safeguards that may be appropriate.)

II. CRIMINAL/CIVIL SANCTIONS

- (1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
- (2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.
- (3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information,

Publication 1075 (September 2016)

Safeguarding Contract Language**Exhibit 7**

the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

- (4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see Exhibit 4, Sanctions for Unauthorized Disclosure, and Exhibit 5, Civil Damages for Unauthorized Disclosure). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.

Publication 1075 (September 2016)