

# RFS 24-76533: Hospital Price Benchmarking Appendix

September 15 2023

**Submitted by:**

**Milliman**

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## 1.1.A. Certificate of existence (WA)

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UNITED STATES OF AMERICA

# The State of Washington



## Secretary of State

I, **STEVE R. HOBBS**, Secretary of State of the State of Washington and custodian of its seal, hereby issue this

### CERTIFICATE OF EXISTENCE

OF

**MILLIMAN, INC.**

**I CERTIFY** that the records on file in this office show that the above named entity was formed under the laws of the State of Washington and that its public organic record was filed in Washington and became effective on 07/05/1957.

**I FURTHER CERTIFY** that the entity's duration is Perpetual, and that as of the date of this certificate, the records of the Secretary of State do not reflect that this entity has been dissolved.

**I FURTHER CERTIFY** that all fees, interest, and penalties owed and collected through the Secretary of State have been paid.

**I FURTHER CERTIFY** that the most recent annual report has been delivered to the Secretary of State for filing and that proceedings for administrative dissolution are not pending.

Issued Date: 04/27/2022  
UBI Number: 578 032 197



Given under my hand and the Seal of the State  
of Washington at Olympia, the State Capital

Steve R. Hobbs, Secretary of State

Date Issued: 04/27/2022



## 1.1.B. Corporate org chart

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# Milliman's corporate organizational structure

## Board of directors

<b>Ken Mungan</b> Chairman	<b>Dermot Corry</b> President and CEO	<b>Bret Linton</b> Global Practice Director Employee Benefits	<b>Tom Snook</b> Global Practice Director Health	<b>Stephen Conwill</b> Global Practice Director Life	<b>Rich Lord</b> Global Practice Director Property and Casualty
<b>Amy Angell</b> Principal	<b>Pedro Alcocer</b> Principal	<b>Angela Bolduc</b> Principal	<b>Steven Schreiber</b> Principal	<b>Robert Schmidt</b> Principal	

## Chief officers

<b>Mary Clare</b> Chief Legal Officer	<b>Matt Curtis</b> Chief Marketing Officer	<b>Jim Fulton</b> Chief Financial Officer	<b>Victoria Gleeson</b> Chief Human Resources Officer	<b>Jeffrey Jones</b> Chief Information Security Officer	<b>Dr. Christal Morris</b> Chief Sustainability and DEI Officer
<b>Hitesh Sachan</b> Chief Information Officer					

## Health steering committee

<b>Tom Snook</b> Global Practice Director Health	<b>Mike Bishop</b> Principal	<b>Joanne Buckle</b> Principal	<b>Dermot Corry</b> Principal	<b>Lynn Dong</b> Principal	<b>Kate Fitch</b> Principal
<b>Jon Hendrickson</b> Principal	<b>Kim Hiemenz</b> Principal	<b>Ken Mungan</b> Principal	<b>Andrew Naugle</b> Principal	<b>Jeremy Palmer</b> Principal	<b>Susan Pantely</b> Principal
<b>Robert Schmidt</b> Principal	<b>Andrea Sheldon</b> Principal	<b>Mike Weilant</b> Principal			

## Consulting practices

<b>Principals</b> Each local practice is owned and managed by the principals working there
---

### 1.1.C. Proof of signature authority

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### *Certification of Corporate Secretary*

I, Mary C. Clare, am the duly qualified and acting Corporate Secretary of Milliman, Inc. and I hereby affirm that:

1. On December 3, 2002, the following resolution was duly adopted by the Board of Directors of the corporation and remains in effect.

BE IT HEREBY RESOLVED, that each Principal of the firm and any consultant meeting requirements established by the Board of Directors are hereby granted the authority to individually negotiate and enter into proposals, engagement letters, contracts, letters of intent, and other documents on behalf of the corporation for the purpose of providing consulting, actuarial, and other professional services.

2. David Lewis

☒ is a duly elected and acting Principal of the firm.

☐ is a consultant of the firm who meets the requirements established by the Board of Directors.

DATED this 13th day of September 2023

A handwritten signature in black ink, appearing to read "Mary C. Clare", written over a horizontal line.

Mary C. Clare  
Corporate Secretary



### *Certification of Corporate Secretary*

I, Mary C. Clare, am the duly qualified and acting Corporate Secretary of Milliman, Inc. and I hereby affirm that:

1. On December 3, 2002, the following resolution was duly adopted by the Board of Directors of the corporation and remains in effect.

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2. Luke Roth

- ☒ is a duly elected and acting Principal of the firm.
- ☐ is a consultant of the firm who meets the requirements established by the Board of Directors.

DATED this 13th day of September 2023

A handwritten signature in black ink, appearing to read "Mary C. Clare", written over a horizontal line.

Mary C. Clare  
Corporate Secretary

## 1.1.D. Sample report: Commercial reimbursement benchmarking

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WHITE PAPER

# Commercial reimbursement benchmarking

Commercial payment rates for medical services as percentage of Medicare Fee-for-Service rates

By Andy McBeth, [Charlie Mills](#), and [Danjie Zhou](#)

01 November 2022

## Introduction

Milliman maintains a national group commercial health insurance claims experience database representing approximately 74 million members and \$250 billion in medical allowed charges. We reprice this experience data to Medicare fee-for-service (FFS) payment rates using the Milliman Medicare Repricer™.<sup>1</sup> The Milliman Medicare Repricer contains a full Medicare FFS adjudication engine for all service types, including Medicare Severity Diagnosis-Related Group (MS-DRG) and Ambulatory Payment Classification (APC) groupers, allowing for a full comparison of the commercial reimbursement to the Medicare-allowed amounts. We calculate a percentage of Medicare FFS rates as the commercial allowed divided by the repriced Medicare FFS allowed to provide a more consistent payment rate benchmark.

Percentage of Medicare FFS rates is one of the most widely accepted commercial reimbursement benchmarks when evaluating provider reimbursement level and comparing contracts in the healthcare industry. It can reflect the mix of services across providers and plans while removing impacts from billed charges that can vary widely across providers and regions.

Nationally, we estimate 2022 commercial reimbursement for medical services to be approximately 190% of fully loaded Medicare FFS rates,<sup>2</sup> with a significant difference between facility reimbursement and professional reimbursement as shown in Figure 1. Figure 1 also shows that while the overall reimbursement as a percentage of Medicare FFS rates has remained static from 2021 to 2022, there have been changes by major service category. The changes observed are driven by the updates to the underlying data that is used in the analysis instead of changes in the reimbursement methodology.

**Figure 1: Estimated national commercial reimbursement as a percentage of Medicare FFS rates**

YEAR	INPATIENT	OUTPATIENT	PROFESSIONAL	TOTAL
2021	198%	261%	141%	190%
2022	206%	257%	141%	190%
Change	+8%	-4%	0%	0%

## “Percentage of Medicare FFS rates” and how it is calculated

Milliman’s 2022 commercial reimbursement benchmarks are based on nationwide commercial medical claims data that are aggregated from several sources, including Milliman’s Consolidated Health Cost Guidelines™ (HCG) Sources Database (CHSD), which reflects commercial claims incurred in 2020, and the IBM MarketScan data, which reflects commercial claims incurred in 2019. The commercial-allowed charges are trended to 2022.

The claims are repriced to the 2021 Medicare FFS fee schedule, and the Medicare-allowed amounts trended to 2022 using area- specific unit price trends. The percentage of Medicare FFS rates is a simple ratio of the total commercial-allowed charges over the total Medicare-allowed charges. The data is summarized by metropolitan statistical areas (MSAs) and major service types: inpatient hospital (IP), outpatient hospital (OP), and professional (Prof) services. Statewide and nationwide totals are determined by weighting the MSA-level results to reflect the distribution of the under-65 population.

The Medicare FFS-allowed charges are assigned with the Milliman Medicare Repricer. The Milliman Medicare Repricer supports the major Medicare fee schedules including the inpatient and outpatient prospective payment systems (IPPS and OPPS) and can be set to include or exclude provider-specific adjustments like disproportionate share hospital payments and indirect medical education payments (among others). For this study, PPS rates are assigned to non-PPS facilities, including critical access hospitals, cancer and children’s hospitals, and Maryland waiver hospitals.

Under Medicare, most acute hospitals receive additional disproportionate share (DSH) and uncompensated care, and many receive indirect medical education (IME) payments for inpatient stays. These additional payments make up approximately 18% of the total Medicare payments under IPPS nationally. We have included these additional payments in our analysis, with the exception of inpatient pass-through payments.

The professional Medicare reimbursement does not reflect any adjustments for Merit-based Incentive Payment System (MIPS), healthcare professional shortage area, or professional bills through critical access hospitals.

The Milliman Medicare Repricer is validated against Medicare FFS claims to ensure consistency with the allowed payments under Medicare FFS.

## Trending experience

The experience data reflects calendar year (CY) 2019 and 2020 incurred claims data. Fiscal year (FY) 2021 Medicare FFS-allowed amounts have been assigned through the Milliman Medicare Repricer tool. The commercial and Medicare-allowed amounts throughout the benchmarking model are trended forward to 2022. These trends—approximated

values shown in Figure 2—exclude service mix and intensity changes.

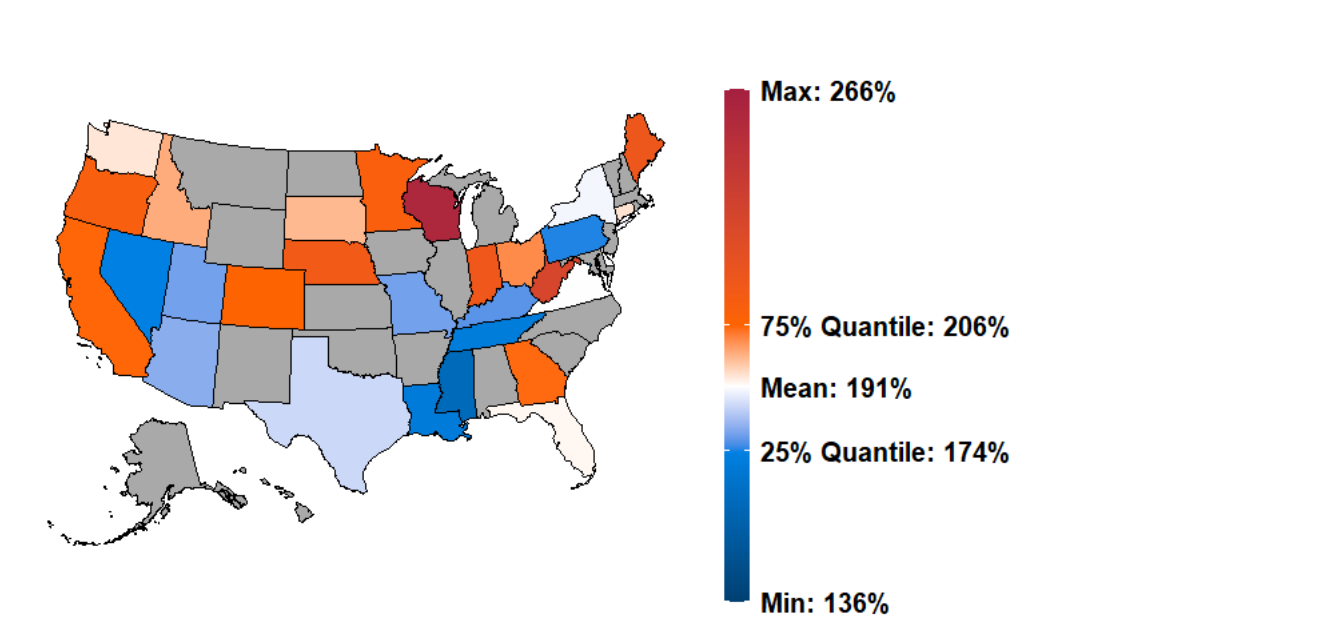
Figure 2: Nationwide trends by experience source, claim type, and trend year

	2019 to 2020	2020 to 2021	2021 to 2022
Commercial-Allowed			
Inpatient	2.7%	1.9%	2.1%
Outpatient	4.1%	3.2%	3.4%
Professional	2.5%	1.7%	2.3%
Medicare-Allowed			
Inpatient	2.8%	2.3%	2.6%
Outpatient	1.1%	2.4%	1.6%
Professional	-0.1%	3.0%	-2.4%

Variances in reimbursement rates across geographic areas

Provider reimbursement rates vary significantly across geographic areas. Figure 3 provides a state-level view of total 2022 reimbursement as a percentage of Medicare FFS rates, excluding retail pharmacy claims (gray states indicate results are unavailable). As shown, most states are within a narrow range; however, there are a number of states with very high or low reimbursements relative to Medicare. For example, we estimate that Wisconsin has a total commercial reimbursement of 260% of Medicare FFS, while Mississippi has low commercial reimbursement relative to Medicare FFS at 161%. We also observe significant variations by market (defined by MSA) within states as well. For example, the MSA-level results in California range from 165% of Medicare in Visalia-Porterville to 265% in Vallejo-Fairfield. There are several reasons why reimbursement can vary widely across markets, including the relative negotiating power of providers or payers, and the variation in regional Medicare FFS rates.

Figure 3: Estimated national commercial reimbursement as a percentage of Medicare FFS rates



Commercial reimbursement also varies by type of service. Figures 4, 5, and 6 show the average statewide reimbursements as a percentage of Medicare FFS rates for inpatient, outpatient, and professional services, respectively. The nationwide reimbursement by this measure is lowest for professional services, at 141% of Medicare, and highest for outpatient services, at 257% of Medicare. Commercial inpatient reimbursement averages 206% nationwide.

Figure 4: Estimated average commercial inpatient reimbursement as a percentage of Medicare FFS rates

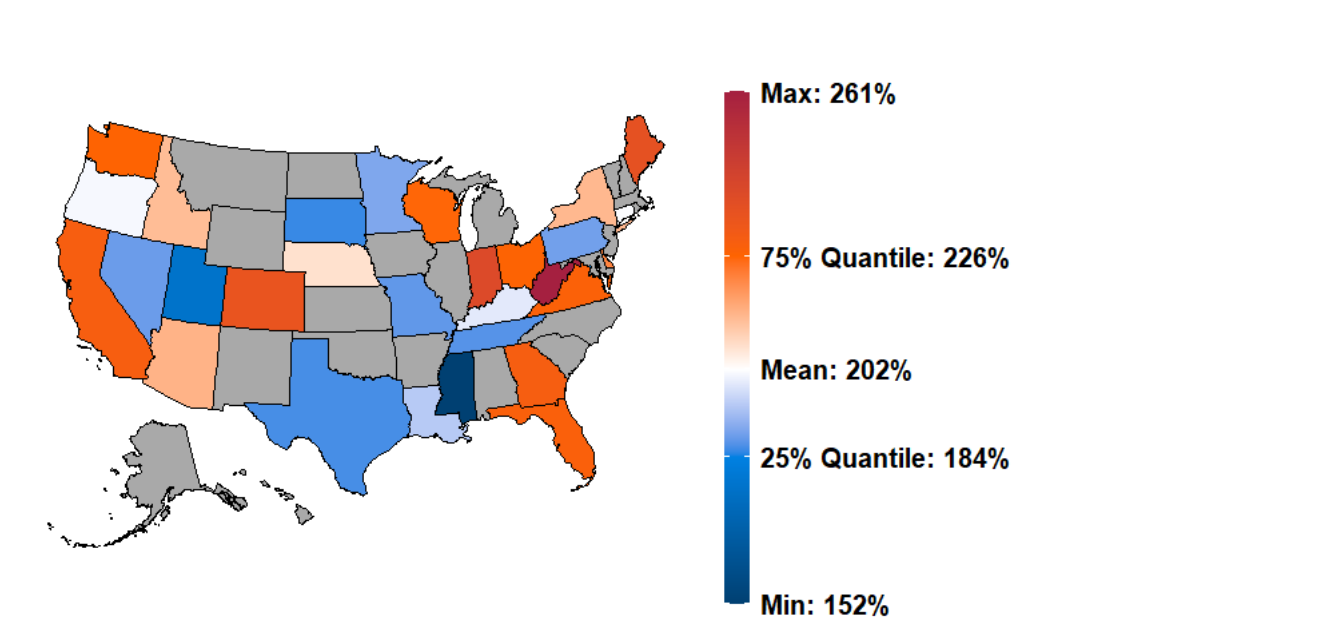




Figure 5: Estimated average commercial outpatient reimbursement as a percentage of Medicare FFS rates

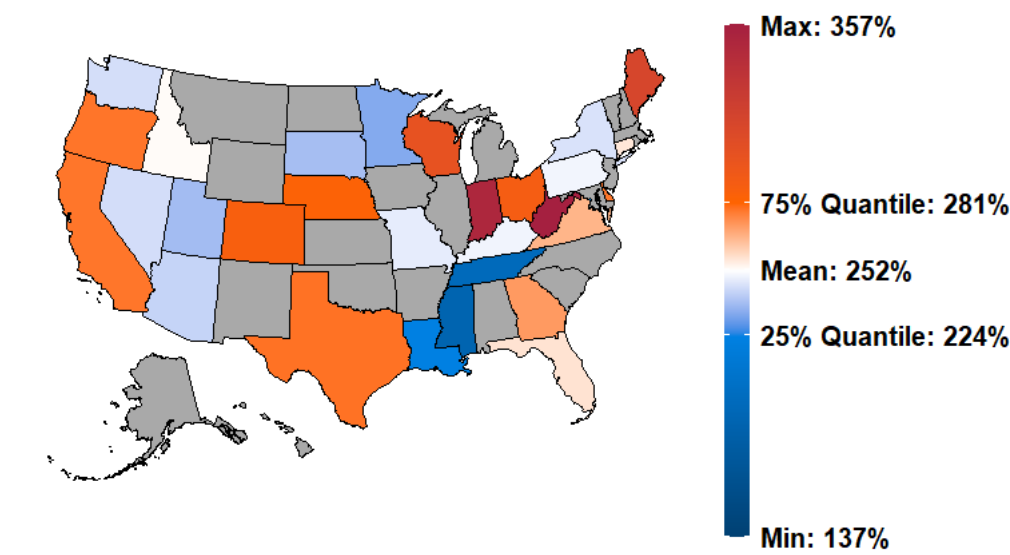
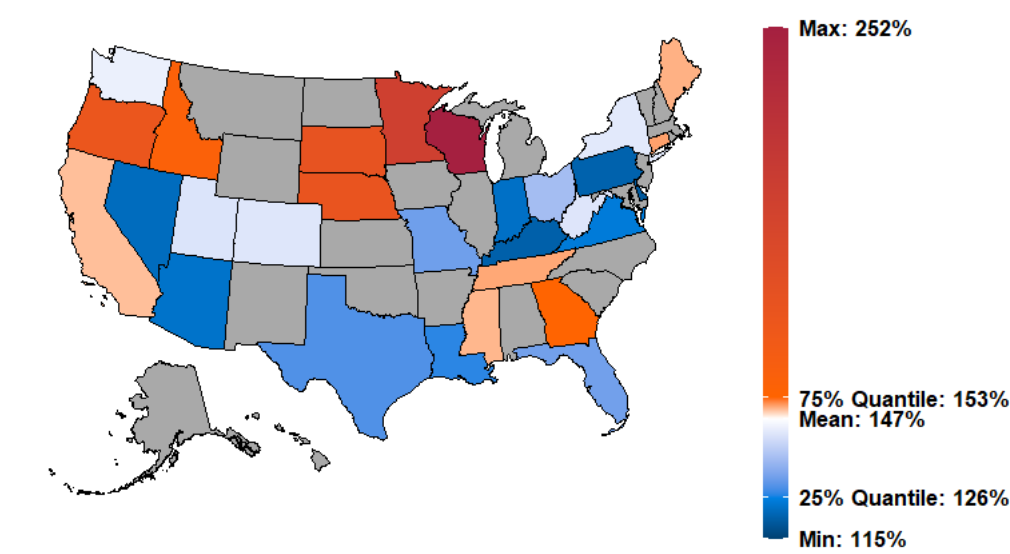


Figure 6: Estimated average commercial professional reimbursement as a percentage of Medicare FFS rates



Milliman reimbursement benchmarks are also available by MSA to drill down to market-specific reimbursement. Additionally, these benchmarks are also available at more granular service levels, e.g., inpatient maternity, outpatient emergency, anesthesia, and professional surgical procedures. The additional service category detail allows for more detailed review of specific elements of provider reimbursements, and a better understanding of where reimbursement contracts are relative to the market. As an example, if we look into professional reimbursement in Wisconsin relative to Medicare, the data shows that this is partly driven by the state's lower-than-average Medicare reimbursement (approximately 4% below national for professional) and the average commercial reimbursement for professional radiology services (approximately 444% of Medicare).

Comparison to other benchmarks

We validated our benchmarks by comparing our results to other publicly available data, specifically the Health Care Cost Institute (HCCI) study<sup>3</sup> on 2017 professional reimbursement, and the 2020 RAND study "Nationwide Evaluation of Health Care Prices Paid by Private Health Plans."<sup>4</sup>

The HCCI study is limited to professional claims and is based on 2017 commercial and Medicare fee schedule levels. The Milliman benchmarks are based on 2019 and 2020 incurred data, trended forward to 2022 charge levels.

Figure 7 compares the Milliman results to the HCCI results. The Milliman results are consistently higher than the HCCI results; however, both studies show similar variation among the states measured, and the relativity between states is consistent. For example, Wisconsin has the highest reimbursement, and Alabama and Maryland are among the states with the lowest reimbursement. The HCCI study includes approximately 23% of the allowed claims volume included in our study and also focuses on metropolitan areas. In contrast the Milliman benchmarks are inclusive of urban and rural areas. Urban and rural areas can have very different reimbursements as a percentage of Medicare FFS rates due to differences in Medicare reimbursement rates as well as commercial market dynamics that can impact provider contracts, e.g., there are typically fewer provider competitors in rural areas. The Milliman benchmarks show the ratio of commercial allowed to the Medicare PPS allowed, including claims for non-PPS providers. The benchmarks are available at the MSA level, enabling comparisons to urban and rural areas separately.

Figure 7: Milliman and HCCI professional reimbursement benchmarks

	PROFESSIONAL	
	MILLIMAN	HCCI
Valuation Year	2022	2017
Nationwide Mean	141%	122%
Highest	252% (WV)	188% (WI)
Lowest	119% (DC)	98% (AL)
Data Volume (\$M)	\$95,955	\$13,389
Repricing/Methodology	Full-service, line-level claim repricing using the Medicare Physician Fee Schedule (PFS)	Medicare PFS amount with limited modifier adjustments (26, TC, and 53 only)

Figures 8 and 9 compare the Milliman benchmark results to the RAND study for inpatient and outpatient services, respectively. The RAND study estimates are slightly higher than our results for both inpatient and outpatient reimbursement rates. The RAND study is an estimate of the 2018 commercial reimbursement rates, while our results are 2022 estimates.

We excluded professional results from our comparison as our professional reimbursement benchmarks include all professional settings, and the RAND study focuses on services provided in a hospital setting.

Figure 8: Milliman and RAND inpatient reimbursement benchmark comparison

	INPATIENT	
	MILLIMAN	RAND
Valuation Year	2022	2018
Nationwide Mean	206%	208%
Highest	261% (WV)	340% (SC)
Lowest	152% (MS)	192% (MS)
Data Volume (\$M)	\$68,069	\$15,700

Figure 9: Milliman and RAND outpatient reimbursement benchmark comparison

	OUTPATIENT	
	MILLIMAN	RAND
Valuation Year	2022	2018
Nationwide Mean	257%	262%
Highest	357% (WV)	458% (WV)
Lowest	186% (MS)	164% (RI)
Data Volume (\$ million)	\$93,550	\$14,800
Repricing/Methodology	Full OPPS and ambulatory surgical center (ASC) pricing	“Simulated Medicare Prices” that may “exclude some minor adjustments”

### Benchmarking commercial reimbursement

Commercial provider reimbursement arrangements can take many forms, ranging from simple discounts off of billed charges and fee schedules, to complex calculation methodologies and risk-sharing arrangements. Many commercial fee schedules utilize Medicare-like reimbursement structures based on diagnosis-related groups (DRGs), ambulatory payment classifications (APCs), and the resource-based relative value system (RBRVS). Commercial FFS payment contracts often use a combination of fee schedules and a percentage of billed charges.

Recently, payers and providers have recognized the predictability and administrative simplicity of utilizing Medicare fee schedules as the basis for commercial reimbursement arrangements.

Additionally, shared risk models including bundled payments and shared savings arrangements have become more prevalent. The Health Care Payment Learning & Action Network<sup>5</sup> (HCP-LAN) estimates that alternative payment models increased from 22% of commercial payments in 2016 to 30% in 2018.

Comparing provider contracts that use differing pricing methodologies is difficult. Differences in billed charge levels limit the value of comparisons of the relative percentage of charges, and differences in membership and service mix complicate the results when comparing different providers, such as a large urban hospital and a critical access hospital.

- One widely used method for evaluating provider reimbursement involves comparing the total commercial reimbursement to the Medicare FFS rates. This method has several benefits when compared to other comparison methods:
- Percentage of Medicare FFS rates comparisons do not rely on billed charge levels, which can vary widely across providers and regions.
  - Medicare payment rates are well understood by payers and providers, making comparisons acceptable to all parties.
  - The repriced Medicare-allowed reflects the mix of services across providers and plans, making results less dependent on the specific mix of services in the data set.

The primary drawbacks of this method are:

- The requirement of the expertise and/or software to price claims to the Medicare fee schedule.

- Contract language is needed to precisely define the Medicare definition and specify how updates to the Medicare fee schedules are accounted for.

In addition to enabling an apples-to-apples comparison between specific provider or payer contracts, comparing contracts as a percentage of Medicare FFS rates also eases comparison of aggregate reimbursement rates across geographic regions or to area reimbursement benchmarks.

An additional comparison point, the [hospital transparency](#) data, is now available, and with it prices for individual hospitals, networks, and procedures. This data can be coupled with market data to understand the network and hospital unit price positions in the market.

In addition to the reimbursement benchmarks captured here, provider and payer contracts may have additional shared savings or pay for quality provisions, which are not captured here. These contract features often result in additional payments between providers and payers. When benchmarking those types of arrangements, the additional payment transfers should also be taken into consideration.

### Conclusion

Comparing commercial-allowed amounts to Medicare FFS rates requires either specialized expertise including an understanding of the complex Medicare FFS reimbursement rules, or software to assign the Medicare-allowed amounts.

Provider reimbursement as a percentage of Medicare FFS rates provides a consistent and well-understood basis for comparing reimbursement rates. Using this common basis enables comparison to reimbursement benchmarks. Provider contracts can also be compared to Milliman’s commercial reimbursement benchmarks to provide a better understanding of their position to the market average reimbursement.

<sup>1</sup> See <https://www.milliman.com/en/products/Medicare-Repricer>.

<sup>2</sup> We define fully loaded Medicare FFS rate as the Medicare prospective payment rates including add-on payments for outlier, disproportionate share, indirect medical education, uncompensated care, sole community hospitals, and Medicare-dependent hospitals. Pass-through payments are excluded. For non-PPS providers (e.g., critical access hospitals, Maryland waiver hospitals), we develop PPS rates using the market PPS pricing factors published by the Centers for Medicare and Medicaid Services (CMS).

<sup>3</sup> Johnson, B. et al. (August 13, 2020). Comparing Commercial and Medicare Professional Service Prices. HCCI. Retrieved October 20, 2022, from <https://healthcostinstitute.org/hcci-research/comparing-commercial-and-medicare-professional-service-prices>.

<sup>4</sup> Whaley, C.M. et al. (2020). Nationwide Evaluation of Health Care Prices Paid by Private Health Plans. RAND. Retrieved October 20, 2022, from <http://www.rand.org/t/RR4394>.

<sup>5</sup> HCP-LAN. APM Measurement Effort Results. Retrieved October 20, 2022, from <https://hcp-lan.org/apm-measurement-effort/>.

## About the Author(s)

<b>Andy McBeth</b>	<b>Charlie Mills</b>	<b>Danjie Zhou</b>
	Seattle   Tel: 1 206 504 5634	Seattle   Tel: 206 6138190

### ABOUT MILLIMAN

For 75 years, we have combined technical expertise with business acumen to create elegant solutions for our clients.

Today, we are helping organizations take on some of the world's most critical and complex issues, including retirement funding and healthcare financing, risk management and regulatory compliance, data analytics and business transformation.

## 1.1.E. Certificate of existence IN secretary of state

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**State of Indiana**  
**Office of the Secretary of State**

CERTIFICATE OF EXISTENCE

To Whom These Presents Come, Greeting:

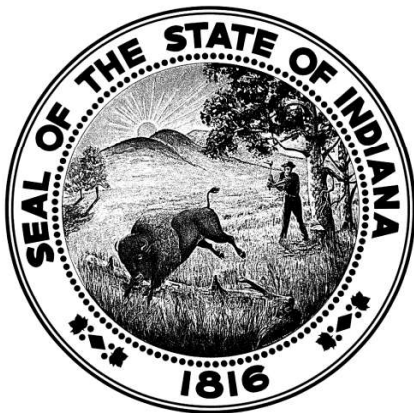
I, HOLLI SULLIVAN, Secretary of State of Indiana, do hereby certify that I am, by virtue of the laws of the State of Indiana, the custodian of the corporate records and the proper official to execute this certificate.

I further certify that records of this office disclose that

**MILLIMAN, INC.**

duly filed the requisite documents to commence business activities under the laws of the State of Indiana on September 01, 1967, and was in existence or authorized to transact business in the State of Indiana on May 12, 2022.

I further certify this Foreign For-Profit Corporation has filed its most recent report required by Indiana law with the Secretary of State, or is not yet required to file such report, and that no notice of withdrawal, dissolution, or expiration has been filed or taken place. All fees, taxes, interest, and penalties owed to Indiana by the domestic or foreign entity and collected by the Secretary of State have been paid.



In Witness Whereof, I have caused to be affixed my signature and the seal of the State of Indiana, at the City of Indianapolis, May 12, 2022

HOLLI SULLIVAN  
SECRETARY OF STATE

194527-014 / 20222582309

All certificates should be validated here: <https://bsd.sos.in.gov/ValidateCertificate>

**Expires on June 11, 2022.**

## 1.1.F. W9 form

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# Request for Taxpayer Identification Number and Certification

► Go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9) for instructions and the latest information.

Give Form to the  
requester. Do not  
send to the IRS.

**1** Name (as shown on your income tax return). Name is required on this line; do not leave this line blank.  
**Milliman, Inc.**

**2** Business name/disregarded entity name, if different from above

**3** Check appropriate box for federal tax classification of the person whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor or single-member LLC

☒ C Corporation

☐ S Corporation

☐ Partnership

☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=Partnership) ►

**Note:** Check the appropriate box in the line above for the tax classification of the single-member owner. Do not check LLC if the LLC is classified as a single-member LLC that is disregarded from the owner unless the owner of the LLC is another LLC that is **not** disregarded from the owner for U.S. federal tax purposes. Otherwise, a single-member LLC that is disregarded from the owner should check the appropriate box for the tax classification of its owner.

☐ Other (see instructions) ►

**4** Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any) **5**

Exemption from FATCA reporting code (if any)

(Applies to accounts maintained outside the U.S.)

**5** Address (number, street, and apt. or suite no.) See instructions.  
**1301 5th Avenue, Suite 3800**

**6** City, state, and ZIP code  
**Seattle, WA 98101**

**7** List account number(s) here (optional)

## Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

**Note:** If the account is in more than one name, see the instructions for line 1. Also see *What Name and Number To Give the Requester* for guidelines on whose number to enter.

**Social security number**

- -

**or**

**Employer identification number**

9 1 - 0 6 7 5 6 4 1

## Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
- I am a U.S. citizen or other U.S. person (defined below); and
- The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

**Certification instructions.** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

**Sign Here** Signature of U.S. person ► *Pat Kelly* Date ► **1/5/2023**

## General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

**Future developments.** For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to [www.irs.gov/FormW9](http://www.irs.gov/FormW9).

## Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) which may be your social security number (SSN), individual taxpayer identification number (ITIN), adoption taxpayer identification number (ATIN), or employer identification number (EIN), to report on an information return the amount paid to you, or other amount reportable on an information return. Examples of information returns include, but are not limited to, the following.

- Form 1099-INT (interest earned or paid)

- Form 1099-DIV (dividends, including those from stocks or mutual funds)
- Form 1099-MISC (various types of income, prizes, awards, or gross proceeds)
- Form 1099-B (stock or mutual fund sales and certain other transactions by brokers)
- Form 1099-S (proceeds from real estate transactions)
- Form 1099-K (merchant card and third party network transactions)
- Form 1098 (home mortgage interest), 1098-E (student loan interest), 1098-T (tuition)
- Form 1099-C (canceled debt)
- Form 1099-A (acquisition or abandonment of secured property)

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN.

If you do not return Form W-9 to the requester with a TIN, you might be subject to backup withholding. See What is backup withholding, later.

## 1.1.G. Direct Deposit Form

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# AUTOMATED DIRECT DEPOSIT AUTHORIZATION AGREEMENT

State Form 47551 (R9 / 6-23)

Approved by State Board of Accounts, 2018

Prescribed by State Comptroller, 2023

\* This agency is requesting disclosure of your Federal Identification Number / Social Security Number in accordance with IC 4-1-8-1.  
Disclosure is mandatory, and this record cannot be processed without it.

In accordance with [IC 4-13-2-14.8](#), a person who has a contract with the State of Indiana or submits invoices to the State of Indiana for payment shall authorize the direct deposit by electronic funds transfer of all payments by the state to the person.

This form must be completed in order to receive payment from the State of Indiana and any time there is a change in banking information. This form must be accompanied by a W9. If you are changing an e-mail address to receive electronic notifications of EFT deposits, please contact [suppliers@auditor.in.gov](mailto:suppliers@auditor.in.gov).

☒ New Enrollment

☐ Change of Existing Account

Prior Routing Number: \_\_\_\_\_

Prior Account Number: \_\_\_\_\_

## SECTION 1: AUTHORIZATION

According to Indiana law, your signature below authorizes the transfer of electronic funds under the following terms:

Milliman, Inc.

Name of Company or Individual (as shown on the account)

91-0675641

Federal Identification Number / Social Security Number \*

1301 5th Avenue, Suite 3800

Address (Number and Street and/or PO Box Number)

Seattle, WA 98101-2635

City, State, and ZIP Code (00000-0000)

## SECTION 2: DIRECT DEPOSIT INFORMATION

Type of Account:

☒ Checking (Demand)

☐ Savings

Financial Institution: Wells Fargo Bank, N.A.

Routing Number (9 digits): 1 2 1 0 0 0 2 4 8

Account Number (maximum 17 digits – include leading zeros): 4 1 2 1 3 3 1 5 9 9

## SECTION 3: E-MAIL ADDRESS TO RECEIVE ELECTRONIC NOTIFICATION OF ELECTRONIC FUND TRANSFER (EFT) DEPOSITS \*Required

(Please contact [suppliers@auditor.in.gov](mailto:suppliers@auditor.in.gov) to add more than four addresses.)

All future notices of EFT deposits to the bank account specified above will be sent to the following e-mail addresses:

ar@milliman.com

☒ By checking this box, I authorize the information provided on this form to be accurate and I agree with the provisions on the reverse side of this form. I also authorize the State of Indiana to initiate credit entries and to initiate, if necessary, debit entries and adjustments for any credit entries in error to my account indicated above. This authorization will remain in effect until the state has received written notification of its termination and has adequate time to act upon the request.

NAME (type) Ann Nicholson TITLE AR Manager TELEPHONE 206-342-8946

AUTHORIZED SIGNATURE\* Ann Nicholson DATE (month, day, year) 09-11-2023

\* Under [IC 26-2-8-106](#), your electronic signature on this form represents the same legal authority as your written signature.

## **INSTRUCTIONS:**

1. ***Complete all three sections and sign and date the bottom of the form.***

***Note: If signing electronically, the form must be saved first, and then opened in Adobe Acrobat. For help in creating a digital ID please click [here](#).***

2. ***File the completed form with the agency that you do business with.***
3. ***Retain a copy of the completed form for your records.***

### **By Signing This Form:**

You are responsible for ensuring this form is filled out legibly. You are also responsible for ensuring that this form was approved and instructions above are followed. By signing this form, you represent that it is understood by all parties that, if approved:

1. The State of Indiana must initiate credits (deposits) in various amounts, by electronic transfer of funds through automated clearing house (ACH) processes, to the listed checking (demand) or savings account designated in the financial institution named in Section 2.
2. If necessary, you will accept reversals from the State for any credit entries made in error to the bank account per National Automated Clearing House Association (NACHA) regulations.
3. You may only revoke this request and authorization by notifying the State Comptroller by e-mailing [suppliers@auditor.in.gov](mailto:suppliers@auditor.in.gov) or in writing at the following address: **Indiana State Comptroller, 200 W Washington St. Ste 240, Indianapolis, IN 46204**. The authorization will remain in effect until the office has adequate time to act upon the request.
4. A new Automated Direct Deposit Authorization Agreement is required for change in existing account information. The previous account information must be provided. Failure to timely notify the State Comptroller of an account change will delay payment.
5. The State of Indiana and its entities are not liable for late payment penalties or interest if you fail to provide information necessary for an electronic funds transfer and/or you do not properly follow these Instructions.
6. E-mail address(es) must be provided in Section 3 to allow for appropriate application of all payments through Electronic Notification.
7. You acknowledge that it will cause disruption to the notification process if the e-mail addresses provided for electronic funds transfer notification are frequently changed or changed without promptly providing an updated e-mail address to the State Comptroller.
8. You acknowledge that an e-mail notification returned as undeliverable may be removed from the State Comptroller's e-mail notification system.
9. You are responsible for contacting the State Comptroller if you are not receiving electronic notices of EFT deposits.

### 1.3.A. Exceptions to Sample Contract

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## PROFESSIONAL SERVICES CONTRACT

### Contract #

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

**1. Duties of Contractor.** The Contractor shall provide the following services relative to this Contract:

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

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

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

**Commented [A1]:** Milliman cannot accept a third-party auditor. If the State would like to utilize a third-party, Milliman will need to provide prior written approval.

**5. Assignment; Successors.**

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

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

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

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

The State considers the Contractor to be a "Contractor" under 2 C.F.R. 200.331 for purposes of this Contract. However, if it is determined that the Contractor is a "subrecipient" and if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements), Contractor shall arrange for a financial and compliance audit, which complies with 2 C.F.R. 200.500 *et seq.*

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

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

**10. Compliance with Laws.**

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

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

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

D. The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will **immediately promptly** 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

**Commented [A2]:** "Immediate" lends itself to automatic breach so Milliman prefers "prompt" for notifications.

\* This comment applies to all other instances of this same modification.

payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC § 5-17-5.

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

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

H. As required by IC § 5-22-3-7:

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

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

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

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

(iii) IC §24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC § 24-4.7 is preempted by federal law; and

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

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

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

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

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

**12. Confidentiality of State Information; Use-of-Name.** 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.

**Commented [A3]:** The additional paragraph is Milliman's "Use-of-Name" clause which limits how our client's may use our name, trademark, etc. This protects our branding, image, and reputation.

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 directly related claims and expenses for which it is liable under the terms of this contract.

**Commented [A4]:** While Milliman understands its responsibilities with social security numbers, Milliman can only agree to direct damages.

The State agrees that it shall not use the Contractor's name, trademarks or service marks, or refer to the Contractor directly or indirectly in any media release, public announcement or public disclosure, including in any promotional or marketing materials, customer lists, referral lists, websites or business presentations without the Contractor's prior written consent for each such use or release, which consent shall be given in the Contractor's sole discretion.

### **13. Continuity of Services.**

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

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

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

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

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

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

### **14. Debarment and Suspension.**

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

B. The Contractor certifies that it has verified the state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. The Contractor

shall ~~immediately~~ promptly notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

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

**16. Disputes.**

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

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

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

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

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

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

**Commented [A5]:** This dispute resolution procedure is acceptable to Milliman upon inclusion of Milliman's limitation of liability language in Section 24 below.



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

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

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;

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;

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;

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;

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

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

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

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

**Commented [A6]:** Milliman cannot comply with the requested language. Milliman does not rerun background checks and does not consider drug-related crimes as job-related based on the types of jobs Milliman performs. Milliman is unable to know whether someone has a drug conviction after they start their employment with Milliman.

**Formatted:** No bullets or numbering

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

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

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

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

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

**21. Funding Cancellation.** As required by Financial Management Circular 3.3 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

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

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

**24. Indemnification; Limitation of Liability.** The Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all direct third party claims and suits including court costs, attorney's fees, and other expenses caused by any grossly negligent, intentionally wrongful, or fraudulent 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.

In the event of any claims arising from services provided by the Contractor at any time, the total liability of the Contractor, its officers, directors, agents and employees to the State shall not exceed five million dollars (\$5,000,000). This limit applies regardless of the theory of law under which a claim is brought,

**Commented [A7]:** Milliman's indemnification obligations must be limited to direct claims for gross negligence, intentionally wrongful acts, or fraud.

**Commented [A8]:** Milliman's liability must be limited including an exclusion of consequential damages.

including negligence, tort, contract, or otherwise. In no event shall the Contractor be liable for lost profits of the State or any other type of incidental or consequential damages. The foregoing limitations shall not apply in the event of the intentional fraud or willful misconduct of the Contractor.

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

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

IVOSB	COMPANY NAME	PHONE	EMAIL OF CONTACT PERSON	PERCENT
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*Briefly describe the IVOSB service(s)/product(s) to be provided under this Contract and include the estimated date(s) for utilization during the Contract term:*

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

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

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

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

**28. Insurance.**

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

1. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than ~~\$700,000 per person and \$1,000,000 per occurrence~~ with a general aggregate limit of \$2,000,000 unless additional coverage is required by ~~the State law~~. 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 \$1,000,000 per occurrence~~ combined single limit. The State is to be named as an additional insured on a primary, non-contributory basis.

3. Errors and Omissions (professional) 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 provided such insurance is available at commercially reasonable rates.

4. ~~Fiduciary~~ Employee benefits liability coverage 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 \$1,000,000 per employee and \$2,000,000~~ 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.~~

~~7.5.~~ Cyber Liability addressing risks associated with electronic transmissions, the internet, networks and informational assets, and having limits of no less than ~~\$700,000 per occurrence and \$5,000,000~~ in the aggregate.

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

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

**Commented [A9]:** The modifications herein match Milliman's insurance policies.

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 should such change bring the Contractor out of compliance with this Agreement.
  5. The Contractor waives and agrees to require their insurer to waive their rights of subrogation against the State of Indiana for the insurance coverage in Section 28(A)(1), (2), and (4) plus worker's compensation coverage.
- C. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the State to immediately terminate this Contract. The Contractor shall furnish a certificate of insurance and all endorsements to the State before the commencement of this Contract.

## 29. Key Person(s).

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

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

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

Key person(s) to this Contract is/are \_\_\_\_\_

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

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

**32. Minority and Women’s Business Enterprises Compliance.**

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

The following Division of Supplier Diversity certified MBE and/or WBE subcontractors will be participating in this Contract: **[Add additional MBEs and WBEs using the same format.]**

MBE or WBE	COMPANY NAME	PHONE	EMAIL OF CONTACT PERSON	PERCENT
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*Briefly describe the MBE and/or WBE service(s)/product(s) to be provided under this Contract and include the estimated date(s) for utilization during the Contract term:*

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

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

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

**33. Nondiscrimination.** Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Contractor covenants that it shall not discriminate

against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee's or applicant's race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). The Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Contract, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Contractor or any subcontractor.

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

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

A. Notices to the State shall be sent to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
E-mail: \_\_\_\_\_

B. Notices to the Contractor shall be sent to:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
E-mail: \_\_\_\_\_

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

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

**Commented [A10]:** Attachments must be mutually accepted in writing in order to be applicable.

**36. Ownership of Documents and Materials.**

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

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

**37. Payments.**

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

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

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

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

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

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

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

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

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

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



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

**46. Termination for Default.**

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

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

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

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

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

**47. Travel.** No expenses for travel will be reimbursed unless specifically authorized by this Contract. Permitted expenses will be reimbursed at the rate paid by the State and in accordance with the *Indiana Department of Administration Travel Policy 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 *Travel Policy* guidelines.

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

**Commented [A11]:** Termination for immaterial breach cannot be accepted by Milliman as a termination for default. The State has the right to terminate for convenience.

be and remain liable to the State in accordance with Section 24 above and applicable law for all damages to the State caused by the Contractor's negligent performance of any of the services furnished under this Contract.

**Commented [A12]:** Milliman's liability must be limited per the included limitation of liability provision in Section 24.

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

**50. State Boilerplate Affirmation Clause.** I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained in *2022 SCM Template*) in any way except as follows: \_\_\_\_\_

### Non-Collusion and Acceptance

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

### Agreement to Use Electronic Signatures

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

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

[Contractor]  
By: \_\_\_\_\_

[Indiana Agency]  
By: \_\_\_\_\_

\_\_\_\_\_  
Name and Title, Printed

\_\_\_\_\_  
Name and Title, Printed

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**Approved by:**  
Indiana Department of Administration

**Approved by:**  
State Budget Agency

By: \_\_\_\_\_ (for)  
Rebecca Holwerda, Commissioner

By: \_\_\_\_\_ (for)  
Zachary Q. Jackson, Director

Date: \_\_\_\_\_

Date: \_\_\_\_\_

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

\_\_\_\_\_  
Theodore E. Rokita, Attorney General

Date: \_\_\_\_\_

## 2.3.A. Field inputs

[Page left blank intentionally]

## Medicare Reference Pricer - v2023 - Batch Pricing Data Input Table

*Text data should be tab-delimited and use the order from the table below, with an optional header row. Unused fields can be removed through configuration.  
Sort in case-sensitive ascending ASCII order by the ContractID, MemberID, ClaimID, then SequenceNumber. Process is aborted if one or more records does not contain the expected number of fields.*

inpClaims Table			
Field Name	Data Type/Format		Description
	Data Type	Format	
SequenceNumber	bigint	integer	Sequence number in claims table
ClaimID	string	max(60)	Unique claim identifier
LineNum	string	max(3)	Sequence number within a claim
ContractID	string	max(30)	Unique subscriber/contract identifier
MemberID	string	max(40)	Unique member identifier
DOB	date	(mm/dd/yyyy)	Member's date of birth
Gender	string	max(1)	Member's gender
FromDate	date	(mm/dd/yyyy)	First date of service
ToDate	date	(mm/dd/yyyy)	Last date of service
AdmitDate	date	(mm/dd/yyyy)	Admission date
DischDate	date	(mm/dd/yyyy)	Discharge date
PaidDate	date	(mm/dd/yyyy)	Paid date
DRG	string	max(4)	DRG Code
DRGVersion	string	max(5) (previously this was 9)	DRG Version
Revcode	string	max(4)	Revenue code
RevCodeDesc	string	max(24)	Revenue code description. Contains NDC for certain revenue codes, otherwise not used for pricing.
HCPCS	string	max(5)	CPT-4/HCPCS procedure code/Health Insurance Prospective Payment System (HIPPS) Rate Code
Modifier	string	max(2)	Modifier Code
Modifier2	string	max(2)	Second Modifier Code
srcPOS	string	max(10)	Raw source place of service code
POS	string	max(2)	CMS standard place of service code
srcSpecialty	string	max(30)	Raw source specialty code
Specialty	string	max(2)	Milliman standard specialty code
EncounterFlag	string	max(1)	Encounter flag
ProviderID	string	max(40)	Provider identifier
ProviderZip	string	max(9)	Provider's Zip code
ProviderCounty	string	max(5)	Provider's FIPS county code
RenderingProviderID	string	max(40)	Rendering Provider identifier, used for Professional claims. Rendering and billing provider will be the same for IP
RenderingProviderZip	string	max(9)	Rendering Provider Zip
RenderingProviderCounty	string	max(5)	Rendering Provider FIPS county code
MedicareID	string	max(40)	Medicare ID of the provider
BillType	string	max(3)	CMS standard bill type
AdmitSource	string	max(3)	The site and licensure where the patient originated, and route by which the patient was admitted.
AdmitType	string	max(1)	How patient's admission was arranged
Billed	decimal	(18,4)	Billed amount
Allowed	decimal	(18,4)	Allowed amount
Paid	decimal	(18,4)	Paid amount
COB	decimal	(18,4)	Coordination of benefits amount
Copay	decimal	(18,4)	Copay amount
Coinsurance	decimal	(18,4)	Coinsurance amount
Deductible	decimal	(18,4)	Deductible amount
PatientPay	decimal	(18,4)	Cost sharing amount
Days	int	integer	Facility days for the claim line
Units	decimal	(19,6)	Units of Service
DischargeStatus	string	max(2)	CMS standard discharge status
ICDVersion	string	max(2)	ICD code version
AdmitDiag	string	max(7)	Admission Diagnosis
ICDDiag1	string	max(7)	Primary ICD diagnosis code
ICDDiag2	string	max(7)	ICD diagnosis code 2
ICDDiag3	string	max(7)	ICD diagnosis code 3
ICDDiag4	string	max(7)	ICD diagnosis code 4
ICDDiag5	string	max(7)	ICD diagnosis code 5
ICDDiag6	string	max(7)	ICD diagnosis code 6
ICDDiag7	string	max(7)	ICD diagnosis code 7
ICDDiag8	string	max(7)	ICD diagnosis code 8
ICDDiag9	string	max(7)	ICD diagnosis code 9
ICDDiag10	string	max(7)	ICD diagnosis code 10
ICDDiag11	string	max(7)	ICD diagnosis code 11
ICDDiag12	string	max(7)	ICD diagnosis code 12
ICDDiag13	string	max(7)	ICD diagnosis code 13
ICDDiag14	string	max(7)	ICD diagnosis code 14
ICDDiag15	string	max(7)	ICD diagnosis code 15
ICDDiag16	string	max(7)	ICD diagnosis code 16
ICDDiag17	string	max(7)	ICD diagnosis code 17
ICDDiag18	string	max(7)	ICD diagnosis code 18
ICDDiag19	string	max(7)	ICD diagnosis code 19
ICDDiag20	string	max(7)	ICD diagnosis code 20
ICDDiag21	string	max(7)	ICD diagnosis code 21
ICDDiag22	string	max(7)	ICD diagnosis code 22
ICDDiag23	string	max(7)	ICD diagnosis code 23
ICDDiag24	string	max(7)	ICD diagnosis code 24
ICDDiag25	string	max(7)	ICD diagnosis code 25
ICDDiag26	string	max(7)	ICD diagnosis code 26
ICDDiag27	string	max(7)	ICD diagnosis code 27
ICDDiag28	string	max(7)	ICD diagnosis code 28
ICDDiag29	string	max(7)	ICD diagnosis code 29
ICDDiag30	string	max(7)	ICD diagnosis code 30
POA1	string	max(1)	Primary present on admission code
POA2	string	max(1)	Present on admission code 2
POA3	string	max(1)	Present on admission code 3
POA4	string	max(1)	Present on admission code 4
POA5	string	max(1)	Present on admission code 5
POA6	string	max(1)	Present on admission code 6
POA7	string	max(1)	Present on admission code 7

POA8	string	max(1)	Present on admission code 8
POA9	string	max(1)	Present on admission code 9
POA10	string	max(1)	Present on admission code 10
POA11	string	max(1)	Present on admission code 11
POA12	string	max(1)	Present on admission code 12
POA13	string	max(1)	Present on admission code 13
POA14	string	max(1)	Present on admission code 14
POA15	string	max(1)	Present on admission code 15
POA16	string	max(1)	Present on admission code 16
POA17	string	max(1)	Present on admission code 17
POA18	string	max(1)	Present on admission code 18
POA19	string	max(1)	Present on admission code 19
POA20	string	max(1)	Present on admission code 20
POA21	string	max(1)	Present on admission code 21
POA22	string	max(1)	Present on admission code 22
POA23	string	max(1)	Present on admission code 23
POA24	string	max(1)	Present on admission code 24
POA25	string	max(1)	Present on admission code 25
POA26	string	max(1)	Present on admission code 26
POA27	string	max(1)	Present on admission code 27
POA28	string	max(1)	Present on admission code 28
POA29	string	max(1)	Present on admission code 29
POA30	string	max(1)	Present on admission code 30
ICDProc1	string	max(7)	Primary ICD procedure code
ICDProc2	string	max(7)	ICD procedure code 2
ICDProc3	string	max(7)	ICD procedure code 3
ICDProc4	string	max(7)	ICD procedure code 4
ICDProc5	string	max(7)	ICD procedure code 5
ICDProc6	string	max(7)	ICD procedure code 6
ICDProc7	string	max(7)	ICD procedure code 7
ICDProc8	string	max(7)	ICD procedure code 8
ICDProc9	string	max(7)	ICD procedure code 9
ICDProc10	string	max(7)	ICD procedure code 10
ICDProc11	string	max(7)	ICD procedure code 11
ICDProc12	string	max(7)	ICD procedure code 12
ICDProc13	string	max(7)	ICD procedure code 13
ICDProc14	string	max(7)	ICD procedure code 14
ICDProc15	string	max(7)	ICD procedure code 15
ICDProc16	string	max(7)	ICD procedure code 16
ICDProc17	string	max(7)	ICD procedure code 17
ICDProc18	string	max(7)	ICD procedure code 18
ICDProc19	string	max(7)	ICD procedure code 19
ICDProc20	string	max(7)	ICD procedure code 20
ICDProc21	string	max(7)	ICD procedure code 21
ICDProc22	string	max(7)	ICD procedure code 22
ICDProc23	string	max(7)	ICD procedure code 23
ICDProc24	string	max(7)	ICD procedure code 24
ICDProc25	string	max(7)	ICD procedure code 25
ICDProc26	string	max(7)	ICD procedure code 26
ICDProc27	string	max(7)	ICD procedure code 27
ICDProc28	string	max(7)	ICD procedure code 28
ICDProc29	string	max(7)	ICD procedure code 29
ICDProc30	string	max(7)	ICD procedure code 30
ConditionCode1	string	max(2)	Condition code 1
ConditionCode2	string	max(2)	Condition code 2
ConditionCode3	string	max(2)	Condition code 3
ConditionCode4	string	max(2)	Condition code 4
ConditionCode5	string	max(2)	Condition code 5
ConditionCode6	string	max(2)	Condition code 6
ConditionCode7	string	max(2)	Condition code 7
ConditionCode8	string	max(2)	Condition code 8
ConditionCode9	string	max(2)	Condition code 9
ConditionCode10	string	max(2)	Condition code 10
ConditionCode11	string	max(2)	Condition code 11
OccurrenceCode1	string	max(2)	Occurrence Code 1
OccurrenceCode2	string	max(2)	Occurrence Code 2
OccurrenceCode3	string	max(2)	Occurrence Code 3
OccurrenceCode4	string	max(2)	Occurrence Code 4
OccurrenceCodeDate1	date	(mm/dd/yyyy)	Date associated with Occurrence Code 1
OccurrenceCodeDate2	date	(mm/dd/yyyy)	Date associated with Occurrence Code 2
OccurrenceCodeDate3	date	(mm/dd/yyyy)	Date associated with Occurrence Code 3
OccurrenceCodeDate4	date	(mm/dd/yyyy)	Date associated with Occurrence Code 4
ValueCode1	string	max(2)	Value code 1
ValueCode2	string	max(2)	Value code 2
ValueCode3	string	max(2)	Value code 3
ValueCode4	string	max(2)	Value code 4
ValueCode5	string	max(2)	Value code 5
ValueCode6	string	max(2)	Value code 6
ValueCode7	string	max(2)	Value code 7
ValueCode8	string	max(2)	Value code 8
ValueCode9	string	max(2)	Value code 9
ValueCode10	string	max(2)	Value code 10
ValueCode11	string	max(2)	Value code 11
ValueCode12	string	max(2)	Value code 12
ValueCodeAmount1	decimal	(19,6)	Amount associated with ValueCode1
ValueCodeAmount2	decimal	(19,6)	Amount associated with ValueCode2
ValueCodeAmount3	decimal	(19,6)	Amount associated with ValueCode3
ValueCodeAmount4	decimal	(19,6)	Amount associated with ValueCode4
ValueCodeAmount5	decimal	(19,6)	Amount associated with ValueCode5
ValueCodeAmount6	decimal	(19,6)	Amount associated with ValueCode6
ValueCodeAmount7	decimal	(19,6)	Amount associated with ValueCode7
ValueCodeAmount8	decimal	(19,6)	Amount associated with ValueCode8
ValueCodeAmount9	decimal	(19,6)	Amount associated with ValueCode9
ValueCodeAmount10	decimal	(19,6)	Amount associated with ValueCode10
ValueCodeAmount11	decimal	(19,6)	Amount associated with ValueCode11
ValueCodeAmount12	decimal	(19,6)	Amount associated with ValueCode12
RiskPool	string	max(40)	RiskPool
OON	string	max(1)	Out of network indicator

ClaimLineStatus	string	max(1)	Claim line status code
SiteNeutral	string	max(1)	Site neutral payment logic indicator (used for LTCH pricing)
DialysisOnsetDate	date	(mm/dd/yyyy)	Dialysis onset date
Pericarditis	string	max(1)	Dialysis pricing field. Indicates whether the patient has the comorbidity pericarditis
GITractBleeding	string	max(1)	Dialysis pricing field. Indicates whether the patient has the comorbidity gastrointestinal tract bleeding
HHSCAnemia	string	max(1)	Dialysis pricing field. Indicates whether the patient has the comorbidity hereditary hemolytic or sickle cell anemia
MyelodysplasticSyndrome	string	max(1)	Dialysis pricing field. Indicates whether the patient has the comorbidity myelodysplastic syndrome
CurrentAllowed	decimal	(18,4)	Allowed amount repriced using current contracts
LOINC	string	max(10)	Logical Observation Identifiers Names and Codes
srcLOB	string	max(10)	Source line of business
LOB	string	max(3)	Line of business
srcProduct	string	max(40)	Source product
Product	string	max(3)	Name of the product
GroupID	string	max(40)	Unique group identifier
Zip	string	max(9)	Member Zip Code
County	string	max(5)	Member FIPS County Code
MemberStatus	string	max(40)	Member status
UserDefPop1	string	max(40)	User Defined Population Variable 1
UserDefPop2	string	max(40)	User Defined Population Variable 2
UserDefPop3	string	max(40)	User Defined Population Variable 3
UserDefNum1	decimal	(19,6)	User Defined Numeric Variable 1
UserDefNum2	decimal	(19,6)	User Defined Numeric Variable 2
UserDefNum3	decimal	(19,6)	User Defined Numeric Variable 3

If a particular field is not available and not required it can be left blank.

## 2.6.A Staff Resumes

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# DAVID C. LEWIS

Principal

david.lewis@milliman.com

+1 206 504 5974



## Current Responsibility

David Lewis is a principal with the Seattle office of Milliman. He first joined the firm in 1994. After a three-year period with a major insurance company, he rejoined Milliman in 2011.

## Professional Work Experience

David works with payers, providers, employee benefit consultants, and employer groups for private sector, state, and federal entities, including VHA. He has extensive experience evaluating and benchmarking provider reimbursement and contracting, and has developed and/or played a key role in multiple analytical tools, including:

- The Hospital Evaluation and Comparison System (HECS™), RBRVS for Hospitals™, and GlobalRVUs™, which are relative value-based systems for evaluating reimbursement and efficiency
- The Medicare Repricer
- Contract comparison and evaluation systems with emphasis on parity analysis
- Claims mapping and provider discount summarization processes used with most BlueCross BlueShield plans and many other payers
- Systems comparing average provider discounts by payer for employee benefit consultants to use with their clients

David has significant experience and proficiency in the following areas:

- Provider reimbursement benchmarking
- Provider contracting analytics and negotiation support
- Alternative payment methods
- Pricing and rate development
- Episode-based reporting
- ACO development
- Claims mapping and categorization
- Claims repricing
- Capitation development

## Education

BBA, Actuarial Science, Georgia State University

# LUKE B.G. ROTH

Principal and Sr. Healthcare Consultant

luke.roth@milliman.com

+1 206 504 5841



## Current Responsibility

Luke Roth is a principal and senior healthcare consultant in the Seattle office of Milliman. He rejoined the firm in 2018.

## Professional Work Experience

Luke has over 15 years of experience providing strategic guidance and transformative solutions to healthcare leaders and policymakers as they navigate the unique risks and opportunities facing their organizations. His primary areas of expertise include:

- Evaluation, design, and rate setting for hospital inpatient and outpatient prospective payment systems, including inpatient DRG-based payment systems, outpatient APC- and EAPG-based payment systems, bundled and episodic payments, and outcomes-based incentive payments.
- Medicaid supplemental payments strategy, including evaluation, design, and implementation of 438.6(c) state-directed payments and FFS supplemental payments.
- Medicaid program funding strategies, including development and implementation of health care-related taxes, intergovernmental transfer (IGT) programs, and certified public expenditure (CPE) programs.

## Education

BA, Mathematics, University of Washington

## Presentations and Publications

- Author, "State-directed payment considerations for the CMS Medicaid and CHIP Managed Care Access, Finance, and Quality proposed rulemaking." Milliman White Paper. May 2023.
- Author, "Addressing Nursing Facility Financing Challenges During MLTSS Program Development." ADvancing States MLTSS Institute Report. April 2022.
- Author, "Hospital care for the uninsured in the United States: An analysis of national data sources." Milliman White Paper. February 2021.
- Author, "Designing payment arrangements for Medicaid providers in response to the COVID-19 emergency." Milliman White Paper. April 2020.
- Author, "Approved Medicaid State Directed Payments: How States are Using §438.6(c) 'Preprints' to Respond to the Managed Care Final Rule." White Paper. October 2018.
- Member, "CMS Hospital Wide 30-Day All-Cause Unplanned Readmission Measure for Medicaid Beneficiaries." Technical Expert Panel (TEP). March 2017 to September 2017.
- Author, "Insights for Designing Effective Medicaid Readmissions Policies." Issue Brief. February 2017.

# BEN DIEDERICH

FSA, MAAA

Principal and Consulting Actuary

ben.diederich@milliman.com

+1 206 504 5561



## Current Responsibility

Ben Diederich is a principal and consulting actuary specializing in healthcare consulting in the Seattle office of Milliman. He joined the firm in 2006.

## Professional Work Experience

Ben's actuarial experience includes health policy analysis, Medicaid rate setting and actuarial certification, and a variety of activities for public sector employees including value based purchasing through accountable care organizations, budget modeling, procurement, and both portfolio-wide and self-insured plan management functions. With his main focus on public sector clients, Ben also has experience with health plans in the development of commercial rate filings for individual, small, and large groups, Medicare Advantage bid development, and statements of actuarial opinion. His current client activities include:

- Development and support of Value Based Purchasing Accountable Care Models
- Unit Cost and Risk Standardized Health Plan comparisons
- MARA Risk Adjustment customization for Medicaid
- Actuarial rate certification for Medicaid and commercial products
- Population analytics of utilization and cost
- Procurement evaluation support for both insured and vendor administrative programs
- Pricing and rate development
- Budget modeling
- Preparation of regulatory rate filings
- Provider Unit Cost Evaluations in relation to Medicare
- Actuarial input for accountable care program design

## Professional Designations

- Member, American Academy of Actuaries, 1999
- Fellow, Society of Actuaries (FSA), 2006

## Education

Bachelor of Science, Mathematics (summa cum laude), Oregon State University, Corvallis, Oregon

## Presentations and Publications

- How Employers can address plan selection bias with risk adjustment, 18 October 2019.
- Operation of a health exchange within the PPACA, 17 September 2010.
- Managing Employee Health Care Costs - PEBB and OEBC, 3 December 2019.

## DREW OSBORNE

ASA, FSA, MAAA

Consulting Actuary

drew.osborne@milliman.com

+1 206 504 5579



### Current Responsibility

Drew Osborne is a consulting actuary with the Seattle office of Milliman. He joined the firm in 2010.

### Professional Work Experience

Drew's primary areas of expertise include:

- Medicare prospective payment systems
- Claims coding
- Pricing of excess reinsurance
- Building actuarial models for client use
- Provider contracting and reimbursement

Recent projects include:

- Identifying mistakes in the reimbursement logic of claims adjudication systems
- Pricing for general reinsurance, including for unique products
- Evaluating risk-sharing contracts for a disease management program
- Adding SNF, long-term care hospital, home health, rehab, and inpatient psych prospective payment system pricing for Milliman's Medicare Reference Pricer

Drew performs a key role in creating and improving several Milliman products, including:

- Global RVUs and the Medicare Repricer
- Medicare Reference Pricer
- Excess Pricing Tool (ExPrT)
- Monthly Membership Report (MMR) tool

### Professional Designations

- Fellow, Society of Actuaries
- Member, American Academy of Actuaries

### Education

- BA, Economics, Seattle University
- MA, Economics, University of British Columbia

## CHARLIE MILLS

ASA, FSA, MAAA

Equity Principal & Consulting Actuary

charlie.mills@milliman.com

+1 206 504 5634



### Current Responsibility

Charlie Mills is a principal and consulting actuary with the Health Practice in the Seattle office of Milliman. He joined the firm in 2003.

### Professional Work Experience

Charlie's experience as a healthcare consultant includes:

- Network and ACO development
- Provider contracting and reimbursement
- Enterprise analytics
- Medicare Advantage bid preparation

Charlie has significant experience working with both health plans and providers. He has prepared Medicare Advantage bids since 2008, is an expert in Medicare fee schedules and provider reimbursement, and has had the opportunity to work with providers participating in Medicare's Pioneer ACO, Next Generation ACO, Shared Savings Program (MSSP), and Direct Contracting programs.

In addition, Charlie provides clients the tools and expertise needed to leverage data in their decision making processes. Charlie has played a key role in the development of a number of Milliman products, including the Health Cost Guidelines (HCG) Grouper, GlobalRVUs, Medicare Repricer, and ACO Builder.

### Professional Designations

- Fellow, Society of Actuaries
- Member, American Academy of Actuaries

### Education

BS, Applied and Computation Mathematical Sciences, University of Washington

# BENJAMIN LIPSON

PMP

Project Manager

benjamin.lipson@milliman.com

+1 206-342-8916

## Current Responsibility

Benjamin is a project manager with 7 years of experience in the project management field as well as 5 years of experience as a data analyst. He joined the firm in 2023.

## Professional Work Experience

Benjamin serves as project manager on a number of healthcare consulting engagements where his responsibilities include:

- Develop project plans for projects to ensure goals are met in an efficient manner
- Deliver internal and external status reports
- Monitor personnel and budget utilization
- Create and maintain project timelines
- Set up and administer project meetings
- Evaluate team efficiency and provide recommendations for improvement
- Monitor and disseminate relevant team communication
- Implement new project management tools and methodologies when needed

Prior to Milliman, Benjamin worked as a project manager for the U.S. Army. There he managed data analysis programs comprised of multiple teams across different departments. The goals of the programs were to provide accurate and timely analytical reports and evaluation of various data streams.

## Professional Designations

Project Management Professional, 2022

## Education

Master of Business Administration, Pacific Lutheran University

Bachelor of Arts, Business Administration, University of Washington



# ASHLEIGH BALLARD

MHA, PMP  
Project Manager

ashleigh.ballard@milliman.com  
+1 206-504-5598



## Current Responsibility

Ashleigh is a project manager with Milliman’s Seattle Health Practice. She has 7 years of experience in the project management field and has worked in the health care industry since 2012.

## Professional Work Experience

As a project manager, Ms. Ballard works on several different teams in the Seattle Health practice as well as other Milliman Health offices. Overview of responsibilities:

- Develop project plans for new and existing projects to ensure they are capturing internal and external milestones.
- Monitor and control project plans to ensure timelines are met for several projects concurrently
- Deliver internal and external status reports
- Monitor budgets
- Provide support to subcontractors
- Coordinate and create agendas for internal and external meetings
- Formulate high level overview of meetings and provide action items to teams

- Monitor financials for several Milliman products
- Ensure team for Department of Veterans Affairs are compliant with HIPAA and Security Training
- Onboard new Milliman team members for Department of Veterans Affairs contracts
- Complete government sales reporting for GSA contract
- Develop new processes to help teams become and remain efficient for the life of the project

Prior to Milliman, Ms. Ballard worked as a Senior Project Manager for a medical scribe company, ScribeAmerica. There she managed scribe programs in several health care systems across the western United States. The goals of the programs were to increase provider productivity as well as capturing accurate documentation to support medical billing and coding.

## Professional Designation

- Project Management Professional, 2020

## Education

Master of Health Care Administration, Rural and Urban Hospital Management, Midwestern State University

Bachelor of Science, Biology, Midwestern State University

## MICHAEL HUARD

Principal and Director of IT

michael.huard@milliman.com  
+1 262 796 3459



### Current Responsibility

Michael Huard is a principal and director of IT for CMH Health. Michael oversees the IT operations for over 20 Milliman practices and seven office locations. He joined Milliman in 2007 and has over 15 years of experience with IT operations, infrastructure, and security.

### Professional Work Experience

Mike contributes to the strategic planning for Milliman's security and infrastructure planning. He is a member of the Information Security and Technology Steering Committee, IT Directors Committee and Technology Committee which reports directly to the Milliman Board. As a key contributor to the Milliman internal audit program, he, together with global corporate services and local practices, helped identify risk and good IT practices to inform recommendations for new IT standards and procedures.

Mike was instrumental in the Health Discipline's HITRUST effort which resulted in a majority of Milliman health practices achieving HITRUST certification. Mike co-authored Milliman's first HITRUST Policy and Procedure document and assisted with multiple Health Discipline-wide documents. Through this effort, Mike directed many centralized HITRUST systems including endpoint security, configuration management, emergency notifications, data management, and secure FTP. Mike also helped organize and manage the first HITRUST workshop in Philadelphia which trained the local Health IT implementers on the new HITRUST requirements.

Mike was part of creating the Milliman Information Security Peer Review (ISPR) program. This was a joint effort between a few Milliman practices and GCS. Michael was part of the initial practice reviews, which included significant feedback to improve the program. Throughout 2018, 2019, and 2020 (ISPR was suspended during Milliman's pandemic response), Michael reviewed the following offices: GCS/Seattle, Boston, Walnut Creek, Dallas, and San Francisco.

### Education

University of Wisconsin – Whitewater  
Bachelor of Business Administration in Computer End-User Technology



# CHRIS POLONKA

Senior Healthcare Management Business Analyst

chris.polonka@milliman.com

## Current Responsibility

Chris is a Senior Healthcare Management Business Analyst at Milliman.

## Professional Work Experience

Prior to Milliman, Chris worked in a number of healthcare consulting roles. His experience includes:

- Extract and analyze data, patterns and related trends; convert this data into information easily consumable by physicians and business decision-makers.
- Work collaboratively with physician leadership and staff to infuse a culture of accountability, steadfast quality focus, teamwork, coordination, and continual improvement.
- Design and perform tests for preparation of transition to a new variable profit reporting system.
- Prepare, review and analyze Medicare and Medicaid cost reports for hospice, home health agencies, and senior nursing facilities.
- Perform data collection and analysis for senior care and living projects utilizing cost reporting data and other client financial information.
- Update and maintain both a national Medicare cost report database and a statewide Medicaid cost report database.
- Perform complex accounting functions for physician and ambulatory groups, outside agencies, internal office departments, and programs.
- Continued development of tools designed to improve the accuracy and efficiency of existing accounting processes.
- Coordinated the data of multiple physician group billing systems.
- Provided Medicare bad debt reimbursement for healthcare providers.
- Worked with hospitals as large as 900 beds with bad debt recoveries in excess of \$3 million.
- On-site work with clients required the ability to adapt to different patient accounting and imaging systems.

## Education

Indiana University, Kelley School of Business, December 2005  
Bachelor of Science in Business

# SHALINI PRAKASH

Senior Manager - Healthcare Analytics

shalini.prakash@milliman.com

206-342-8958



## Current Responsibility

Shalini is Senior Manager, Healthcare Analytics at Milliman with over 17 years of experience.

## Professional Work Experience

Shalini's work at Milliman includes:

- Leading and expanding the use of CMS's VRDC data for various client engagements by enabling internal requestors with resources, planning and quality assurance.
- Understanding and fulfilling client analytical needs in the areas of health services utilization, clinical research, healthcare quality and outcomes measurement by providing subject matter expertise.

Prior to Milliman, her experience in government and commercial healthcare agencies included:

- Developed and implemented performance measurement & incentive payment strategy for BH providers
- Led development & implementation of reporting strategy for programs funded by Federal, State, and grants
- Developed measurement plans and performed impact analyses of value-based purchasing programs to demonstrate improved care delivery & cost reduction by Federally Qualified Health Centers, and Critical Access Hospitals
- Developed and implemented clinically actionable quality & financial measures related to maternity care, chronic disease management & Opioid Use Disorder treatment for use in bundled payment models with providers, and for use in MCO contracts
- Built C-level and public facing dashboards and visualizations to inform providers, agency partners, and community organizations of patient outcomes, quality, social determinants of health & finance trends
- Implemented quality measures (HEDIS/NQF/PQA) related to chronic condition care to inform the impact of state and regional programs on quality of clinical care, equity and profiled poor performing accountable entities

- Built data capacity & served as data lead within state government health agency for federal grants and state legislature directed initiatives
- Developed custom pricing models for company's pilot programs based on their scope and effectiveness like medication therapy management, fraud waste, & abuse.
- Developed budget impact models & tools to quantify client cost impact resulting from regulatory (Affordable Care Act) and market changes
- Evaluated the clinical and economic value of innovative workplace on-site pharmacies, limited formularies, physician, and consumer targeted healthcare utilization management programs

## Education

University of Washington, Seattle, WA

- Certificate in Health Economics and Outcomes Research, June 2014

University of Illinois, Chicago, IL

- Master of Science, Epidemiology
- Master of Science, Pharmacology

University of Mumbai, Mumbai, India

- Bachelor of Pharmaceutical Sciences

# BRIAN ALLEN

ASA

Associate Actuary

brian.allen@milliman.com

+1 206 504 5717



## Current Responsibility

Brian is an Associate Actuary at Milliman specializing in provider reimbursement analysis and product development. He joined the firm in 2008.

## Professional Work Experience

Brian has 15 years of experience working with provider contracting, market reimbursement analysis, and building software solutions. He has extensive experience repricing detailed claims level data to Medicare and other contract bases and performing related reimbursement analysis. He has worked with commercial health plans, health maintenance organizations, health insurance carriers, and provider organizations on projects including evaluating provider reimbursement, performing detailed claims data analyses including commercial contract evaluation and repricing, Medicare and Medicaid schedule repricing and benchmarking, rate guarantee valuation, and parity audit analysis. He is a project lead for the Department of Veteran's Affairs Medicare pricing auditing evaluation to support validation of VA's Medicare claims repricing using the Medicare Reference Pricer. He is the technology lead for the Medicare Reference Pricer product.

He also has experience in several other areas of healthcare analysis and consulting, with projects related to:

- Provider reimbursement benchmarking and contracting strategy
- Risk adjustment for population benchmarking and government risk-based payment programs.
- Pricing and rate development
- Medicare Advantage bid preparation
- Claims mapping and categorization
- Claims repricings
- Analysis of actuarial liabilities
- Software development and data analysis

## Professional Designations

Associate, Society of Actuaries

Member, American Academy of Actuaries

## Education

University of Washington

BS, Mathematics and Economics

University of Washington

Certificate in Quantitative Managerial Economics

## Jordan Boswell

Associate Data Scientist

jordan.boswell@milliman.com

+1 206-343-8907



### Current Responsibility

Jordan Boswell is an associate data scientist specializing in software engineering and data analytics at the Seattle office of Milliman. He joined the firm in 2022.

### Professional Work Experience

Jordan is skilled in developing software solutions and data engineering infrastructure to address the challenges of modern healthcare analysis. He has experience implementing data pipelines both in the cloud and on-premises. With a focus on Medicare, he contributes to various aspects of Milliman's Medicare Repricer.

Jordan has worked extensively on:

- Milliman's Medicare Repricer website and backend infrastructure
- Internal automation tools that ingest and store updates to CMS' fee schedules and policies
- Price transparency solutions for payers and providers
- Milliman's COVID-19 Advanced Population Shift Model (CAPS)

Previously, Jordan worked at MEDITECH where he assisted in the development of EHR software.

### Education

Master of Science, Analytics, Georgia Institute of Technology

Bachelor of Science, Computer Science, University of Massachusetts Boston

Bachelor of Science, Mathematics, University of Massachusetts Boston

## 2.16.A HITRUST letter of Certification

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June 29, 2023

Milliman, Inc.  
1550 Liberty Ridge Dr.  
Suite 200  
Wayne, Pennsylvania 19087-5565

Based upon the procedures performed by an Authorized External Assessor which indicated that there were no material changes to the control environment that would result in Milliman, Inc. ("the Organization") no longer meeting certification criteria of the HITRUST Risk-based, 2-year (r2) certification, the following platforms, facilities, and supporting infrastructure of the Organization ("Scope") continue to meet the HITRUST CSF® v9.1 Risk-based, 2-year (r2) certification criteria:

Platforms:

- File Server residing at Atlanta, Denver, Equinix Elk Grove, Equinix Irving, Hartford, and Seattle
- Milliman Cloud Platform residing at Amazon Web Services (AWS)
- OnMilliman Actuarial Modeling Tool residing at Microsoft Azure (US)
- SFTP Server residing at Equinix Elk Grove
- SQL Server residing at Atlanta, Equinix Irving, Equinix Elk Grove and Hartford
- Storage Area Network (SAN) residing at Atlanta, Denver, Equinix Elk Grove, Equinix Irving, Hartford, and Seattle

Facilities:

- Milwaukee (Office) located in Brookfield, WI, United States of America
- San Diego (Office) located in San Diego, CA, United States of America
- Tampa (Office) located in Tampa, FL, United States of America
- Minneapolis (Office) located in Minneapolis, MN, United States of America
- Hartford (Office) located in Windsor, CT, United States of America
- Atlanta (Office) located in Atlanta, GA, United States of America
- Portland ME (Office) located in Portland, ME, United States of America
- Philadelphia (Office) located in Wayne, PA, United States of America
- Seattle (Office) located in Seattle, WA, United States of America
- Chicago (Office) located in Chicago, IL, United States of America
- Phoenix (Office) located in Phoenix, AZ, United States of America
- Houston (Office) located in Houston, TX, United States of America
- Denver (Office) located in Denver, CO, United States of America
- Amazon Web Services (AWS) (Data Center) managed by AWS located in WA, United States of America



- Microsoft Azure (US) (Data Center) managed by Microsoft Azure located in US Regions, United States of America
- Equinix Irving (Data Center) managed by Equinix located in Irving, TX, United States of America
- Equinix Elk Grove (Data Center) managed by Equinix located in Elk Grove, IL, United States of America
- San Francisco (Office) located in San Francisco, CA, United States of America
- Salt Lake City Office (Office) located in Salt Lake City, UT, United States of America

The initial certification was awarded to the Organization on 08/01/2022 and is valid for a period of two years assuming the following occurs:

- No data security breach reportable to a federal or state agency by law or regulation has occurred within or affecting the assessed environment.
- Either no significant changes in the business or security policies, practices, controls and processes have occurred that might impact its ability to continue to meet the respective HITRUST Assurance Program criteria, or—where there were changes—procedures performed by the external assessor indicate the Organization's control environment continues to meet the criteria against which the Organization was initially assessed.

Based upon the work performed by the Organization's external assessor, HITRUST is of the opinion that the requirements of the HITRUST v9.1 Risk-based, 2-year (r2) certification continue to be met.

Additional information on the HITRUST Assurance Program can be found at the HITRUST website at <https://hitrustalliance.net>.

A stylized, handwritten signature of the word 'HITRUST' in dark ink.

HITRUST



Milliman is among the world's largest providers of actuarial, risk management, and technology solutions. Our consulting and advanced analytics capabilities encompass healthcare, property & casualty insurance, life insurance and financial services, and employee benefits. Founded in 1947, Milliman is an independent firm with offices in major cities around the globe.

[milliman.com](https://milliman.com)

#### **CONTACT**

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Luke Roth  
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