

**SCHEDULE 15**

**MANDATORY SUBCONTRACT PROVISIONS**

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**MASTER SERVICES AGREEMENT**

**REGARDING**

**DIVISION OF FAMILY RESOURCES MODERNIZATION PROJECT**

**By and Between**

**THE STATE OF INDIANA,**

**ACTING ON BEHALF OF**

**THE FAMILY AND SOCIAL SERVICES ADMINISTRATION,**

**And**

**INTERNATIONAL BUSINESS MACHINES CORPORATION**

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## SCHEDULE 15

### MANDATORY SUBCONTRACT PROVISIONS

Capitalized terms used but not otherwise defined in this Schedule shall have the meaning assigned to such terms in the Master Services Agreement.

In accordance with Section 14.4 of the Master Services Agreement, each Subcontract shall include, either expressly or by reference, provisions, terms and conditions that address each of the following requirements:

1. Usual and customary representations, warranties, covenants, terms and conditions with respect to a government services contract, including performance requirements and indemnification, confidentiality and limitation of liability provisions.
2. The term of each Material Subcontract shall be substantially identical to the Term of the Master Services Agreement. The term of each other Subcontract shall be sufficient to assure performance of the applicable Subcontractor's assigned Delegated Activities, but not longer than the Term.
3. The clauses set forth in the following Master Services Agreement Articles and Sections:
  - a. Sections: 3.9 (Cooperation); 3.10 (State Reserved Rights); 3.11 (Changes in Services); 3.12 (Change Order Process); 4.1.1(2); 4.1.1(3); 4.4.3 (Availability of State and Federal Funding); 4.4.4 (Payment Processing Requirements); 4.5 (Taxes); 4.6 (Federal Participation); 4.7 (Interest on Overdue Payments); 6.1.6 (Compliance with Laws); 6.1.10 (Payment Arrears); 6.1.11 (No Indebtedness to the State); 6.1.13 (No Enforcement Actions); 6.1.15 (Tax Filings); 7.1.2 (Immigration); 7.1.3 (Ethics and Conflict of Interest Requirements); 7.1.4 (Anti-Kick Back); 7.1.5 (Drug Free Workplace); 7.1.7 (Non-Discrimination and Affirmative Action Obligations); 7.1.8 (Environmental Protection Obligations); 7.1.9 (Recognition of Mandatory Energy Efficiency Standards); 10.4 (Conduct Standards); 10.5.4 (Residency Requirement for Key Personnel) (as to Key Subcontractors only); 15.3 (Rights of Setoff); 15.5.2 (Right of Set-Off); 17.1 (No Indemnification by the State); 18.3 (Sovereign Immunity); 20.2.2 (Social Security Number); 20.2.3 (Personal Information Protection Laws); 21.2 (Governing Law); 21.3 (Jurisdiction and Venue); 21.12 (Publicity); 21.20 (Telephone Solicitation Certification); and 21.21 (Lobbying Activities).

- b. Articles: 9 and 12, as applicable to the respective Subcontractor.
- 4. The Subcontractor will execute and deliver a Business Associate Agreement in form and substance identical to Exhibit F to the Master Services Agreement, if applicable.

The foregoing provisions, terms and conditions shall be included in each Subcontract with no changes, modifications or alterations other than those (i) which the State in its discretion determines are acceptable, or (ii) those intended to conform such provisions, terms and conditions to the parties to each such Subcontract.

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