

**RFP 22-70302
ATTACHMENT E
BUSINESS PROPOSAL**

Instructions: Please provide answers in the yellow shaded areas to all questions. Reference all attachments in the shaded area.

Business Proposal

- 2.3.1 General** - Please introduce or summarize any information the Respondent deems relevant or important to the State's successful acquisition of the products and/or services requested in this RFP.

Onpoint is a full-service data management and analytics firm that leads the APCD market nationally. We developed the first-of-its-kind APCD for the state of Maine in 2003 and have developed more than 50% of the established APCDs nationally since that time.

We are staffed by a highly skilled and collaborative team of health data professionals – data architects, software developers, quality control analysts, health services researchers, health data analysts, data operations specialists, and project management staff. We were founded as – and remain – an independent, nonprofit organization with a proven track record of delivering high-quality, innovative data solutions for state and federal government clients, purchasers, regional health improvement collaboratives, and provider organizations.

To bring the greatest breadth of skill and experience in support of Indiana's APCD, we have extended our team to include three Indiana-based firms:

- Briljent, a Women Business Enterprise (WBE) that will provide local, skilled support in project management, stakeholder engagement, and training
- Haystack, a Minority Business Enterprise (MBE) that will design, develop, and maintain the APCD's public-facing website
- Vespa, an Indiana Veteran Owned Small Business (IVOSB) that will provide targeted technical support services, including system security consulting

Onpoint Health Data and our partners in the state of Indiana are uniquely prepared to support the broad and diverse requirements contained in Indiana's RFP. We explore our approach, recommendations, solutions, and support in this Business Proposal, throughout the Technical Proposal, and in the Executive Summary.

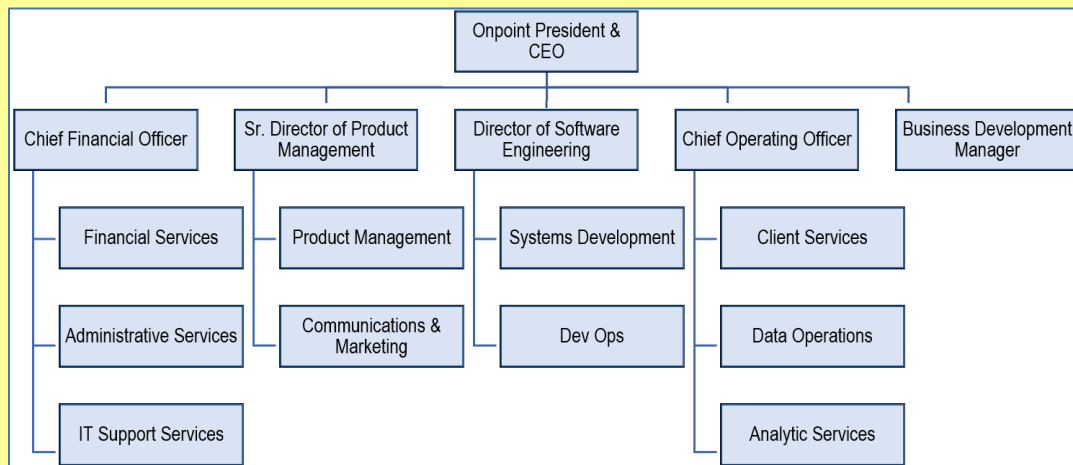
- 2.3.2 Respondent's Company Structure** - Please include in this section the legal form of the Respondent's business organization, the state in which formed (accompanied by a certificate of authority), the types of business ventures in which the organization is involved, and a chart of the organization. If the organization includes more than one (1) product division, the division responsible for the development and marketing of the requested products and/or services in the United States must be described in more detail than other components of the organization. Provide a chart of any holding/parent/affiliate/subsidiary/other related companies, and any companies in which the owners/officers/etc. of the bidder have 25% or more interest, even if unrelated to the

respondent company. Please enter your response below and indicate if any attachments are included.

Onpoint Health Data (Onpoint) is a fully independent, private 501(c)(3) nonprofit corporation governed by an independent board of directors. Onpoint was established in the state of Maine in 1976, and is neither owned nor controlled, in any part, by any other legal entity or parent company.

Onpoint was established as an independent health data management and analytics organization that studies population health and the performance of healthcare providers, systems, and programs through the collection, normalization, and preparation of health data from multiple sources, including both claims and non-claims. Onpoint supports the health data and analytics needs of clients in the state and federal government, purchaser, provider, and health improvement sectors across multiple states and for the U.S. Centers for Medicare & Medicaid Services (CMS) at the federal level.

Onpoint Health Data operates as a single, unified organization based in Portland, Maine, successfully supporting APCD and analytics clients across the nation without any parent company, subsidiaries, affiliated companies, or regional offices. The following organizational chart identifies our complete structure and highlights our unified nature.



Certification of Onpoint's status as a "legally existing nonprofit corporation in good standing under the laws of the State of Maine" is included as the following exhibit: "Onpoint - IN RFP 22-70302 - Business Exhibit 2.3.2.A - Maine Certificate of Good Standing.pdf."

2.3.3 Respondent's Diversity, Equity and Inclusion Information - With the Cabinet appointment of a Chief Equity, Inclusion and Opportunity Officer, on February 1, 2021, the State of Indiana sought to highlight the importance of this issue to the state. Please share leadership plans or efforts to measure and prioritize diversity, equity, and inclusion. Also, what is the demographic compositions of Respondents' Executive Staff and Board Members, if applicable.

Onpoint highly values inclusion and diversity among our team members. Our team for this project includes women and minority businesses and active participation from members of those underrepresented groups. Our company was founded in Maine, and we work diligently to

employ local staff to build team cohesion and content sharing. While Maine is becoming increasingly diverse, its population remains more than 94% white, and though our staff is more diverse than Maine's total population counts by race and ethnic groups, we are somewhat limited by our local applicant pool. Onpoint has a clear nondiscrimination policy, diversity training, and is an equal opportunity employer. Currently, our executive staff and board are at least half women and contain members from underrepresented minority groups.

2.3.4 Company Financial Information - This section must include documents to demonstrate the Respondent's financial stability. Examples of acceptable documents include most recent Dunn & Bradstreet Business Report (preferred) or audited financial statements for the two (2) most recently completed fiscal years. If neither of these can be provided, explain why, and include an income statement and balance sheet, for each of the two most recently completed fiscal years.

If the documents being provided by the Respondent are those of a parent or holding company, additional information should be provided for the entity/organization directly responding to this RFP. That additional information **should explain the business relationship between the entities and demonstrate the financial stability of the entity/organization which is directly responding to this RFP.**

To demonstrate Onpoint's financial capability and stability, this proposal includes Onpoint's independently audited financial statements for the two (2) most recent fiscal years (FYs), FY2020 and FY2021. These audit statements demonstrate Onpoint's successful financial track record, including our continued profitability and healthy working capital.

These statements can be found as the following, unified exhibit:

- Onpoint - IN RFP 22-70302 - Business Exhibit 2.3.4.A - Audited Financial Statements (FY2020, FY2021).pdf

While Onpoint does not have a separate Dun & Bradstreet (D&B) Business Report at this time, our D&B Ratings as of May 2021 follow:

- PAYDEX Score: 80 (Low Risk)
- Delinquency Predictor Percentile: 89 (Low-Moderate Risk)
- Financial Stress Percentile: 98 (Low Risk)
- Supplier Evaluation Risk Rating: 4 (Low Risk)

2.3.5 Integrity of Company Structure and Financial Reporting - This section must include a statement indicating that the CEO and/or CFO, of the responding entity/organization, has taken personal responsibility for the thoroughness and correctness of any/all financial information supplied with this proposal. The areas of interest to the State in considering corporate responsibility include the following items: separation of audit functions from corporate boards and board members, if any, the manner in which the organization assures board integrity, and the separation of audit functions and consulting services. The State will consider the information offered in this section to determine the responsibility of the Respondent under IC 5-22-16-1(d).

Both James Harrison, Onpoint's President and CEO, and Ben Parks-Stamm, Onpoint's CFO, have reviewed the financial information included with this proposal and accept responsibility for its thoroughness and correctness. To address this item's additional questions, we offer the following information:

- **Separation of audit functions from corporate boards and board members.** Onpoint's annual fiscal-year audits are performed by a leading, independent, outside firm deliberately chosen to have no ties to Onpoint's executive team, staff members, or board of directors.
- **The manner in which the organization assures board integrity.** Onpoint's board of directors do not receive compensation from Onpoint, are nominated to the board by an independent nominating committee, and annually undergo conflict of interest training and sign conflict of interest disclosure forms.
- **The separation of audit functions and consulting services.** Onpoint uses its auditors only for audit services and does not use them for any other consulting services.

2.3.6 Contract Terms/Clauses - Please provide the requested information in RFP Section 2.3.6. Additional rows may be added if necessary.

Contract Term Identifier & Header	Suggested Language Change	Rationale for suggested change
13.C. Continuity of Services	The Contractor also shall disclose necessary personnel records with the consent of the selected employee and in compliance with any laws regarding personnel records and allow the successor to conduct on-site interviews with these employees.	Please note: The text in red includes Onpoint's proposed changes while the text in black is original to Indiana. Onpoint agrees with the intent of this section but wants to make it clear that employees records will only be turned over at the employee's request and in compliance with any laws around employee records.
24. Indemnification	24. Indemnification. The Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all third party claims and suits (including court costs, attorney's fees, and other expenses incurred in defending against such claims and suits) to the extent caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract that (i) results in bodily injury, death, or damage to tangible property; (ii) constitutes negligence, willful misconduct, or fraud; (iii) violates applicable laws or regulations; or (iv) breaches any of Contractor's obligations under this Agreement. The State will not provide indemnification to the Contractor.	As allowed in the State's response to Bidder Question 24 (Round 2) and in accordance with the State of Indiana's Professional Services Contract Manual, Onpoint submits this request to modify the indemnification language in the contract to terms that are more balanced and liability is appropriately tied to the scope of work and scale of the contract.
36. Ownership of Documents and Materials.	C. The System is and shall remain the sole and exclusive property of Onpoint. "System" means the Onpoint Documentation, Onpoint Know-How, Onpoint CDM, and Improvements, including all patent, copyright, trademark, trade secret, and other proprietary and intellectual property rights	The Professional Services Contract does not contain language that covers the licensing of Onpoint's existing systems and intellectual property that it brings to this engagement. This language has been acceptable to other clients in the past and Onpoint is willing to discuss and negotiate

	<p>embodied therein. “Onpoint Documentation” means the user manual and training materials concerning the Onpoint CDM, in printed or electronic format, that Onpoint has provided or will provide to State or the Data Supplier, as updated from time to time. “Onpoint Know-How” means Onpoint’s proprietary extract, transform, and load procedures, data validations, algorithms, and unique database formats and schemas, any or all of which are incorporated into the System. “Onpoint CDM” means the Onpoint Claims Data Manager System (CDM) described in the Statement of Work, including, without limitation, all internal processing and reporting systems, data enhancements, analytic measures, and hardware, external interfaces, and tracking, communication, and administration features thereof, as well as all Onpoint Know-How, software, code, and/or algorithms incorporated therein, each as updated from time to time. “Improvements” means all updates, upgrades, modifications, customizations, enhancements, error corrections, and other changes to and derivative works based on the Onpoint CDM and Onpoint Documentation conceived, made, or developed by or for either party. Improvements shall not constitute a “work made for hire” within the meaning of U.S. copyright law.</p> <p>For the avoidance of doubt, no right, title or interest to the System, including, without limitation, Improvements, is granted or otherwise transferred by Onpoint to State pursuant to this Agreement, provided that, subject to the terms and conditions of this Agreement, State shall have those rights to use the System as set forth in this Agreement. State shall cooperate with Onpoint in protecting the copyrights, patents, trademarks, trade secrets, and other proprietary rights of Onpoint relating to the System.</p> <p>Subject to the terms, conditions and limitations of this Agreement, and provided that there is not Default by State, Onpoint hereby grants to State the non-exclusive, non-transferable right and license during the term of the Agreement to: (a) designate authorized users to access and use the System for the purposes contemplated herein; which authorized users will be permitted by Onpoint to use the System; and (b) use, reproduce and distribute copies of the Onpoint Documentation solely in support of State’s use of the System.</p>	<p>any concerns that the State may have.</p>
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	State shall not (i) use the System in any manner which is not expressly authorized by this Agreement or which violates any applicable law; (ii) copy or reproduce the System, in whole or in part; (iii) modify, translate, or create derivative works of the System; (iv) reverse engineer, decompile, disassemble, or otherwise reduce the System to source code form; (v) distribute, sublicense, assign, share, timeshare, sell, rent, lease, grant a security interest in, use for service bureau purposes, or otherwise transfer the System or State's right to access and use the System; or (vi) remove or modify any copyright, trademark or other proprietary notice of the System or its licensors. ALL RIGHTS NOT EXPRESSLY GRANTED HEREUNDER ARE RESERVED TO ONPOINT AND ITS LICENSORS.	
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2.3.7 References - Reference information is captured on **Attachment H** Respondent should complete the reference information portion of the **Attachment H** which includes the name, address, and telephone number of the client facility and the name, title, and phone/fax numbers of a person who may be contacted for further information if the State elects to do so. The rest of **Attachment H** should be completed by the reference and **emailed DIRECTLY** to the State. The State should receive a total of three (3), **Attachment Hs** from clients for whom the Respondent has provided products and/or services that are the same or similar to those products and/or services requested in this RFP. **Attachment H** should be submitted to idoareferences@idoa.in.gov. **Attachment H** should be submitted no more than five (5) business days after the proposal submission due date listed in Section 1.24 of the RFP. Please provide the customer information for each reference.

Customer 1	
Legal Name of Company or Governmental Entity	
Company Mailing Address	
Company City, State, Zip	
Company Website Address	
Contact Person	
Contact Title	
Company Telephone Number	
Company Fax Number	
Contact E-mail	
Industry of Company	
Customer 2	
Legal Name of Company or Governmental Entity	
Company Mailing Address	
Company City, State, Zip	
Company Website Address	
Contact Person	
Contact Title	
Company Telephone Number	
Company Fax Number	
Contact E-mail	
Industry of Company	

Customer 3	
Legal Name of Company or Governmental Entity	
Company Mailing Address	
Company City, State, Zip	
Company Website Address	
Contact Person	
Contact Title	
Company Telephone Number	
Company Fax Number	
Contact E-mail	
Industry of Company	

2.3.8 Registration to do Business – Per RFP 2.3.8, Respondents providing the products and/or services required by this RFP must be registered to do business by the Indiana Secretary of State. The Secretary of State contact information may be found in Section 1.18 of the RFP. This process must be concluded prior to contract negotiations with the State. It is the successful Respondent’s responsibility to complete the required registration with the Secretary of State. Please indicate the status of registration, if applicable. Please clearly state if you are registered and if not provide an explanation.

Onpoint has successfully registered to do business with the Indiana Secretary of State as a nonprofit corporation. Onpoint’s assigned Business ID is 202203241577659.

2.3.9 Authorizing Document - Respondent personnel signing the Executive Summary of the proposal must be legally authorized by the organization to commit the organization contractually. This section shall contain proof of such authority. A copy of corporate bylaws or a corporate resolution adopted by the board of directors indicating this authority will fulfill this requirement. Please enter your response below and indicate if any attachments are included.

The Executive Summary of Onpoint’s proposal has been signed by James Harrison, Onpoint’s President and CEO, who is legally authorized by Onpoint to commit the organization contractually under the bylaws of the corporation. To demonstrate proof of authority, a copy of Onpoint’s corporate bylaws has been included with our proposal as the following attachment: “Onpoint - IN RFP 22-70302 - Business Exhibit 2.3.9.A - Corporate Bylaws.pdf.”

2.3.10 Diversity Subcontractor Agreements -

- a. Per RFP Section 1.21, Minority & Women’s Business Enterprises (MBE/WBE), and 1.22 Indiana Veteran Owned Small Business Subcontractor (IVOSB), explain process followed to engage with potential MBE, WBE and IVOSB owned, Indiana certified businesses listed on Division of Supplier Diversity site. List the businesses invited to discuss the opportunity for potential partnership.

To engage with potential Indiana-certified MBE, WBE, and IVOSB business listed on the Division of Supplier site, Onpoint first read RFP #22-70302 to identify business needs that could be performed by subcontractors to ensure they were contributing valuable services under the scope of the RFP. Onpoint then downloaded and reviewed the Excel spreadsheet of Minority, Women & Veteran Businesses available on the IDOA website (<https://www.in.gov/idoa/mwbe/minority-and-womens-business-enterprises/certified-business-search>). After identifying subcontractors whose services aligned with Onpoint’s business needs

based on UNSPSC codes and descriptions, we reached out to each subcontractor's primary contact via email, using the Email ID provided by the State, to engage in discussions regarding level of interest, capabilities, and availability. Onpoint's list of potential subcontractor partners was then narrowed, and references for each subcontractor were contacted to further vet all parties. Onpoint then engaged with three subcontractors – a MBE, a WBE, and an IVOSB – to commit to our project team and sign non-disclosure agreements (NDAs) and Letters of Commitment.

Businesses invited to discuss the opportunity for potential partnership included:

- Axon Advisors
- BC Forward
- Briljent
- Haystack
- IHIE
- OneBridge
- RepuCare
- Vespa Group

- b. If not proposing each MBE, WBE or IVOSB subcontractor partnership, explain the rationale for declining to do so. Complete this for each category not proposed.

Onpoint has included MBE, WBE, and IVOSB subcontractor partnerships in our proposal.

2.3.11 Evidence of Financial Responsibility – This section will indicate the ability to provide the mandatory evidence of financial responsibility. See Section 1.25 for details.

Notwithstanding any other provisions relating to the beginning of the term, any contract will not become effective until the evidence of financial responsibility is delivered in the correct form and amount to the address indicated in Section 1.25.

Per the State's response to Question #37, issued by the State in the document titled "Att G_70302_SOI Response.xlsx", which noted that "Evidence of financial responsibility will be required after contract award but before contract execution," Onpoint is prepared to provide such evidence if awarded the contract.

2.3.12 General Information - Each Respondent must enter your company's general information including contact information.

Business Information	
Legal Name of Company	Onpoint Health Data
Contact Name	James Harrison
Contact Title	President/CEO
Contact E-mail Address	jharrison@onpointhealthdata.org
Company Mailing Address	75 Washington Avenue, Suite 1E
Company City, State, Zip	Portland, ME 04101

Business Information	
Company Telephone Number	207-623-2555
Company Fax Number	N/A (none)
Company Website Address	https://www.onpointhealthdata.org
Federal Tax Identification Number (FTIN)	01-0349706
Number of Employees (company)	50
Years of Experience	46
Number of U.S. Offices	1
Year Indiana Office Established (if applicable)	N/A
Parent Company (if applicable)	N/A
Revenues (\$MM, previous year)	\$11.3M (FY2021)
Revenues (\$MM, 2 years prior)	\$9.6M (FY2020), \$9.2M (FY2019)
% Of Revenue from Indiana customers	0%

- a. Does your Company have a formal disaster recovery plan? Please provide a yes/no response. If no, please provide an explanation of any alternative solution your company has to offer. If yes, please note and include as an attachment.

Yes, Onpoint Health Data has a formal Disaster Recovery Plan. This plan is reviewed and updated on an annual basis and whenever needed in the event of major system changes. We have provided an excerpt of our full Disaster Recovery Plan as the following attachment “Onpoint - IN RFP 22-70302 - Business Exhibit 2.3.12.A - Disaster Recovery Plan (Excerpt).pdf.” If selected for contract award, a full copy of Onpoint’s Disaster Recovery Plan can be made available for IDOI’s review.

- b. What is your company’s technology and process for securing any State information that is maintained within your company?

Onpoint segregates each of our client’s data from other clients’ data using secure cloud infrastructure hosted by Amazon Web Services in data centers located in the United States that are SOC-2 and HITRUST certified and that meet FedRAMP and U.S. Department of Defense compliance standards. All access to Onpoint systems, whether by internal staff or our clients’ Analytic Enclave/Environment users, requires multi-factor authentication. Onpoint staff have the minimum-necessary access required to perform their work, with data redacted for protected information.

2.3.13 Experience Serving State Governments - Please provide a brief description of your company’s experience in serving state governments and/or quasi-governmental accounts.

Onpoint’s team offers deep and diverse experience in successfully implementing, operating, and using APCDs to provide innovative and actionable data sets and analyses in states across the country. As our references can attest, Onpoint is a nimble partner and a proven innovator in the APCD market, implementing continuous APCD enhancements for nearly 20 years.

Our team has been handling the secure submission of APCD files for nearly two decades across multiple states and more than 345 public and private payers – commercial, Medicaid, and Medicare alike – across the United States and managing more than 50 billion records that cover more than 80 million lives. This experience accelerates our implementation timelines in support of new clients.

Onpoint is supporting the largest and most diverse group of APCD users and use cases nationally, which has afforded us the opportunity to invest our data sets with a rich and flexible suite of analytic enhancements. These enhancements are time-tested, transparent, APCD-specific tools that our clients rely on every day to make efficient and effective use of their delivered data sets. Standard data enhancements include:

- Analytic use flags (e.g., age stratifications, coordination of benefits flagging)
- Service-line flags (e.g., advanced imaging, dialysis, Evaluation & Management (E&M) visit, operating room, preventive visit)
- Groupings and categorizations (e.g., diagnosis, drug class, episode, procedure)
- Industry-standard and certified cost, quality, and utilization measures (e.g., National Committee for Quality Assurance (NCQA) HEDIS®, CMS, and Agency for Healthcare Research and Quality (AHRQ))
- Fee-for-service (FFS) equivalent calculations to bolster the use of capitated services in analytics and reporting
- Patient-level risk scoring
- Inpatient services summary
- Patient-to-provider attribution
- Benchmark data and reference look-up tables to support efficient analytics

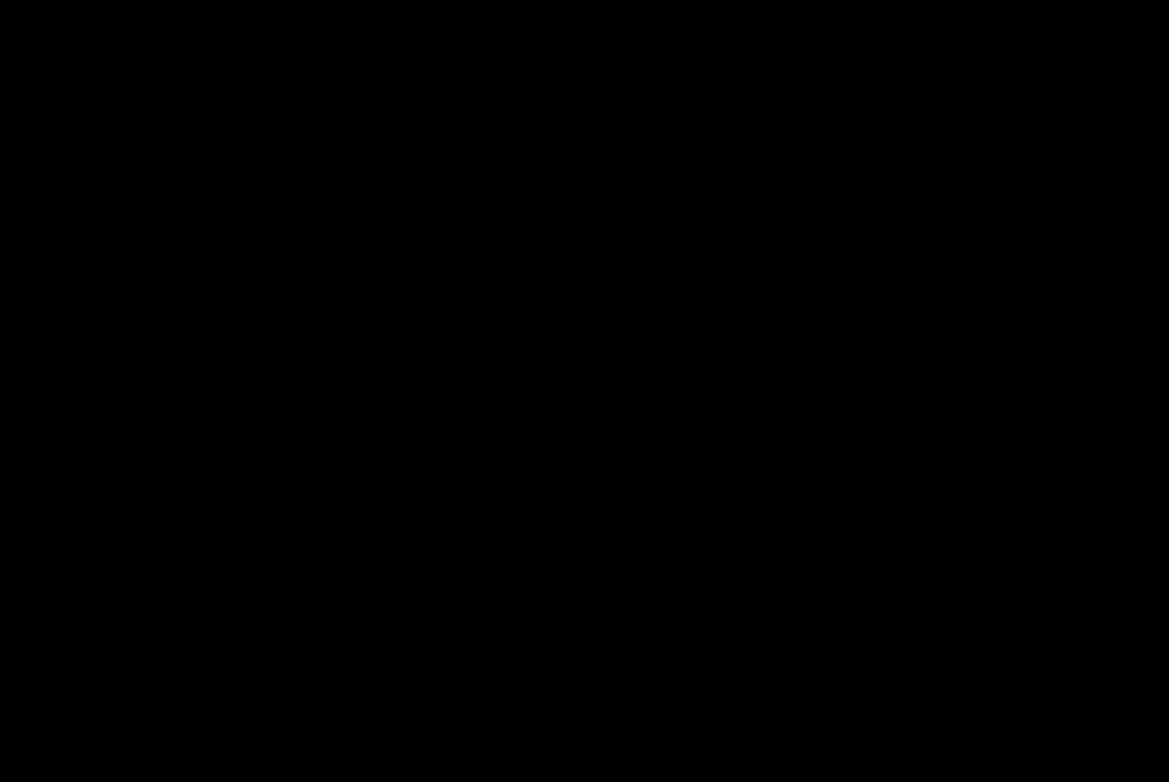
Onpoint's analytic services are currently being delivered to 10 APCD and multi-payer clients across different states and regions nationally and encompass a broad array of analytic products, skills, and capabilities. These services rely on a proven set of analytic methods and tools and include program evaluation, policy analysis, research initiatives, performance reporting by provider and geography, population health management reporting, and more.

Onpoint's Analytic Services team supports a wide range of custom analyses, ad hoc reporting, and standard reporting for clients similar to the recent engagements highlighted above. These initiatives leverage the full range of analytic skills, including advanced statistical analysis and modeling, methods, and tools. Much of our analytic work is grounded in claims data and, increasingly, requires the linkage of claims data with non-claims data sources – an area of considerable experience for Onpoint. Recent data linkage projects have included the linkage of claims with clinical/EHR, public health registry, health improvement program, survey, incarceration, and social determinants of health data.

2.3.14 Experience Serving Similar Clients - Please describe your company's experience in serving customers of a similar size to the State with similar scope. Please provide specific clients and detailed examples.

Onpoint has been providing APCD services, including both data management and analytics, to clients for nearly 20 years. A summary of our APCD-related clients is included below in **Table 2.3.14.A**, with many clients exceeding the volume of five (5) million covered lives anticipated for Indiana's APCD.

Table 2.1.A. Onpoint's APCD-Related Clients & Metrics



2.3.15 Payment – REMOVED AT REQUEST OF AGENCY.

2.3.16 Extending Pricing to Other Governmental Bodies – REMOVED AT REQUEST OF AGENCY

2.3.17 Litigation – Identify and describe any claims made by clients during the last ten (10) years. Discuss merits, current status and, if available, outcome of each matter.

Onpoint has not been subject to any claims made by clients during the last 10 years.

2.3.18 Business Continuity – Provide a detailed description of your business continuity plan that mitigates risks to the state.

Onpoint's Business Continuity Plan is a critical component of our business operations and Information Security Program. This plan is updated on an annual basis and serves as a guide for the recovery of normal operations following any disaster that affects the delivery of information technology services in accordance with our performance standards and contractual obligations.

The plan covers the recovery of all supporting systems, applications, and data. All client-facing and mission-critical systems are backed up at least daily with a retention policy of at least two weeks. All other systems are backed up daily to weekly, depending on the criticality of the system. Architecting our systems in the Amazon Web Services (AWS) cloud gives Onpoint the flexibility and resources to achieve our service-level agreements, including a rapid Recovery Point Objective (RPO) and a rapid Recovery Time Objective (RTO).

By using cloud hosting through AWS, our network architecture includes redundancy of routers and switches and regular snapshots of all servers and databases. All applications have redundancy in multiple AWS availability zones. Should one server or zone fail, the application will failover to an alternate server/availability zone. Elastic load balancers are utilized to manage high-availability services and load balancing.

Our contracted AWS services are backed by AWS service-level agreements and further protected by an Onpoint architecture that has been designed with a focus on redundancy and security. All Onpoint systems are architected to achieve 99.9% or greater uptime.

2.3.19 Cloud Terms Additional Terms and Conditions related to Cloud-based systems the State expects to execute with the successful Respondent(s) are provided in Attachment B1, B2, and B3. Depending on your proposed System, you could be required to agree to one or more of the following sets of Additional Terms and Conditions:

- a) Attachment B1 – IOT Additional Terms and Conditions - Infrastructure as a Service Engagements (IaaS)
- b) Attachment B2 – IOT Additional Terms and Conditions - Platform as a Service Engagements (PaaS)
- c) Attachment B3 – IOT Additional Terms and Conditions - Software as a Service Engagements (SaaS)
- d) Please indicate in your response below which of these sets of Additional Terms and Conditions you believe applies to your proposed System. Review these Additional Terms and Conditions and indicate acceptance and / or any redlined edits, via Track Changes. It is the State's strong desire to not deviate from the Additional Terms and Conditions that are provided in these attachments and as such the State reserves the right to reject any and all requested changes. Any or all portions of this RFP and any or all portions of your response may be incorporated as part of the final contract.
- e) In addition to your response below, Respondents are also required to review and respond to the questions included in Attachment J, IOT Cloud Provider Questions Form.

Onpoint agrees to the "State of Indiana Additional Terms and Conditions" for Software as a Service (SaaS) engagements, which was provided by the State as "Att B3 70302 State of

Indiana Additional Terms and Conditions_UPDATED for SaaS.docx.” Onpoint requests only one change as noted below since the requirement is not applicable given hosting of the State’s data in the AWS cloud:

Contract Term Identifier & Header	Suggested Language Change	Rationale for Suggested Change
11. Data Center Audit	The State may perform an annual audit of contractor’s data center(s) where Data, State applications, or other State information is maintained. The audit may take place onsite or remotely, at the State’s discretion. The State shall provide to contractor thirty (30) days’ advance notice prior to the audit. The contractor will make reasonable efforts to facilitate the audit and will make available to the State members of its staff during the audit. The State may contract with a third party to conduct the audit at its discretion and at the State’s expense. If the contractor maintains Data, State applications, or other State information at multiple data centers, the State may perform an annual audit of each data center.	Onpoint uses Amazon Web Services (AWS) as its cloud infrastructure. AWS does not support audits of their data centers. Compliance reports (like SOC-2) for AWS data centers can be provided annually.