

Service Description

IBM Health and Human Services Analytics

This Service Description describes the Cloud Service. The applicable order documents provide pricing and additional details about Client's order.

1. Cloud Service

IBM Health and Human Services Analytics (the "Cloud Service") delivers a single experience for Health and Human Services program administration to improve program oversight including cost, quality and effectiveness of care as well as providing solutions to support program integrity to identify and investigate fraud, waste and abuse within these programs.

1.1 Offerings

1.1.1 IBM Health and Human Services Analytics Policy Insights with Watson ("Policy Insights with Watson")

Policy Insights with Watson is designed to help users research U.S. state Medicaid policy and understand how it relates to suspected improper payments. Currently, this is a manual and laborious process as the investigator has to find the right policies, find the right clauses within those policies and copy required passages and reference information including effective date, document name and URL into the active case. Policy Insights with Watson provides a simple search interface to a state's ingested policy corpus and:

- Is a managed service with IBM subject matter experts providing the initial corpus gathering and ingestions ingestion and monthly corpus updates; working with the Client to gather and agree on the inclusion these documents.
- Is trained on corpus documents such as state policy manuals, provider manuals, bulletins and fee schedules, as well as the federal National Correct Coding Initiative (NCCI) codes and Title 42 of the Code of Federal Regulations.
- Allows users to search using medical codes, policy terms, or medical terms, and retrieve passages relevant to their investigation.
- Includes deep domain expert knowledge to use the expansion of medical terms and codes and to return relevant, comprehensive and consistent medical policy to further accelerate the investigation process.
- Includes the upload of new policy documents and updates of the corpus.
- Facilitates easy transfer of relevant content, including document date and reference information, for rapid evidence gathering.

1.2 Acceleration Services

Acceleration Services are expert services, as described in this SD, and are provided remotely to Client.

1.2.1 IBM Health and Human Services Analytics Policy Insights with Watson Implementation

To deliver Policy Insights to the Client over a total elapsed period of up to 90 days with up to 500 hours of IBM client services time.

Activity 1 – Pre-Kickoff and Kickoff

The pre-kickoff is a session to review inputs, people, data, schedule, and other prerequisites necessary to run a successful Policy Insights with Watson engagement.

The kick-off meeting is where IBM and the Department's project leadership team will confirm project objectives, approach and scope and timelines. IBM will also gain a deeper understanding of policy priorities and processes and plan for additional requirements sessions with the Department's designated policy subject matter experts (SMEs).

Activity 2 – Gather Corpus

The IBM team will commence with the collection of policy documentation, known as the Corpus. Each policy document will be categorized and classified.

Under this activity, IBM will perform Services which include the following tasks:

- Gather policy documents – IBM Policy SMEs gather all policy related documents as specified in policy scope determined during Kickoff. Documents can include policy, provider bulletins, fee schedules and any other documents mutually agreed to.
- Agree Corpus catalog with the Client.
- Prepare Corpus for ingestion.

Note: At this time, IBM cannot support pdf documents containing only scanned images.

Activity 3 – Training Policy Insights with Watson

Training Policy Insights is critical. Successful completion of this activity impacts the solution's ability to provide relevant results and requires deep domain expertise.

Under this activity, IBM will perform Services which include the following tasks:

- Policy Research and Documentation on a subset of topics pre-determined by IBM Watson Health Policy SMEs to be used during relevancy training and model validation.
- Ingest corpus
- Relevancy training and Model Validation

Activity 4 – Handoff to Client

This activity includes high level training for the Client to use Policy Insights with Watson, as well as confirming access to the tool for authorized users.

Under this activity, IBM will perform Services which include the following tasks:

- Onboard Client users – Accounts for authorized users will be created. The Client will provide user email addresses. Upon setup of users, a login and access details will be provided to the Client.
- Training – IBM Policy SMEs will provide training on Policy Insights based on the Client corpus.

1.2.2 IBM Health and Human Services Analytics Policy Insights with Watson Corpus Curation

IBM subject matter experts, working with the Client, ensures that Client's Policy Insights service includes up to date documents. This service is delivered once per month over up to 10 hours of IBM client services time.

Activity 1 Corpus curation

Provide corpus curation support (additions, changes) including any associated ingestion and training requirements. Corpus will be updated and ingested once per month, on a date agreed with the Client, throughout the contract period.

2. Data Processing and Protection Data Sheets

IBM's Data Processing Addendum at <http://ibm.com/dpa> (DPA) and the Data Processing and Protection Data Sheet(s) (referred to as data sheet(s) or DPA Exhibit(s)) in the links below provide additional data protection information for the Cloud Services and its options regarding the types of Content that may be processed, the processing activities involved, the data protection features, and specifics on retention and return of Content. The DPA applies to personal data contained in Content, if and to the extent i) the European General Data Protection Regulation (EU/2016/679) (GDPR); or ii) other data protection laws identified at <http://ibm.com/dpa/dpl> apply.

<https://www.ibm.com/software/reports/compatibility/clarity-reports/report/html/softwareReqsForProduct?deliverableId=400D9290FD0311E78A3D89071F4CC7B0>

3. Service Levels and Technical Support

3.1 Service Level Agreement

IBM provides Client with the following availability service level agreement (SLA). IBM will apply the highest applicable compensation based on the cumulative availability of the Cloud Service as shown in the table below. The availability percentage is calculated as the total number of minutes in a contracted month, minus the total number of minutes of Service Down in the contracted month, divided by the total number of minutes in the contracted month. The Service Down definition, the claim process and how to

contact IBM regarding service availability issues are in IBM's Cloud Service support handbook at https://www.ibm.com/software/support/saas_support_overview.html.

Availability	Credit (% of monthly subscription fee*)
Less than 99.9%	2%
Less than 99.0%	5%
Less than 95.0%	10%

* The subscription fee is the contracted price for the month which is subject to the claim.

3.2 Technical Support

Technical support for the Cloud Service, including support contact details, severity levels, support hours of availability, response times, and other support information and processes, is found by selecting the Cloud Service in the IBM support guide available at <https://www.ibm.com/support/home/pages/support-guide/>.

4. Charges

4.1 Charge Metrics

The charge metric(s) for the Cloud Service are specified in the Transaction Document.

The following charge metrics apply to this Cloud Service:

- Authorized User is a unique user authorized to access the Cloud Services in any manner directly or indirectly (for example, through a multiplexing program, device or application server) through any means.
- Engagement is a professional or training service related to the Cloud Services.

4.2 Remote Service Charges

A remote service will expire 90 days from purchase regardless of whether the remote service has been used.

5. Additional Terms

For Cloud Service Agreements (or equivalent base cloud agreements) executed prior to January 1, 2019, the terms available at <https://www.ibm.com/acs> apply.

5.1 Client Acknowledgements

Client may suggest that IBM enhance the Cloud Service or IBM's other offerings or services ("Feedback"). Client is under no obligation to provide Feedback and IBM is free to use all Feedback that Client provides.

Client agrees not to use any name, trade name, trademark, or other designation of IBM, including any contraction, abbreviation, or simulation of any of the foregoing in advertising, promotion, publication, publicity, or any marketing activity without IBM's prior written consent.

Client shall notify IBM Watson Health's Center for AI, Research & Evaluation at science@us.ibm.com prior to conducting any clinical study, scientific research study, or quality improvement project concerning the Cloud Service. If Client intends to publish or present results from research studies concerning the Cloud Service, Client shall provide IBM with a copy of the intended submission of any such publication or presentation at least thirty (30) days prior to submission for publication or presentation.

5.2 Third Party Notices

The Cloud Service contains materials from third party copyrighted sources. Client agrees to additional terms imposed by such third parties which are contained or referenced in Appendix A below ("Third Party Notices").

5.3 Feedback and Policy Content

IBM will transfer cognitive learning feedback from the U.S. to the E.U. to support the training process. No sensitive information is included in this transfer. The Cloud Service uses only policy Content that is publicly accessible.

Third Party Notices

The following Third Party Notices apply to Client and any Authorized Users and govern their use of the Cloud Service:

U.S. Government Rights

This product includes CPT which is commercial technical data, which was developed exclusively at private expense by the American Medical Association, 330 North Wabash Avenue, Chicago, Illinois 60611. The American Medical Association does not agree to license CPT to the Federal Government based on the license in FAR 52.227-14 (Data Rights – General) and DFARS 252.227-7015 (Technical Data – Commercial Items) or any other license provision. The American Medical Association reserves all rights to approve any license with any Federal agency.