

17163

DEC 16 2011



EXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R10/4-06)

Received

Instructions for completing the EDS and the Contract process.

DEC 20 2011

1. Please read the guidelines on the back of this form.
2. Please type all information.
3. Check all boxes that apply.
4. For amendments / renewals, attach original contract.
5. Attach additional pages if necessary.

IDA Contracts

2/10

AO

1. EDS Number: A70-2-106043	2. Date prepared: 10/19/2011
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3. CONTRACTS & LEASES

<input checked="" type="checkbox"/> Professional/Personal Services	<input type="checkbox"/> Contract for procured Services
<input type="checkbox"/> Grant	<input type="checkbox"/> Maintenance
<input type="checkbox"/> Lease	<input type="checkbox"/> License Agreement
<input type="checkbox"/> Attorney	<input type="checkbox"/> Amendment#
<input type="checkbox"/> MOU	<input type="checkbox"/> Renewal #
<input type="checkbox"/> QPA	<input type="checkbox"/> Other

FISCAL INFORMATION

4. Account Number: 12760-94000.571300	5. Account Name: DEPARTMENT OF HEALTH
6. Total amount this action: \$17,600.00	7. New contract total: 17,600.00
8. Revenue generated this action: \$0.00	9. Revenue generated total contract: \$0.00
10. New total amount for each fiscal year:	
Year 2012	\$17,600.00
Year	\$
Year	\$
Year	\$

TIME PERIOD COVERED IN THIS EDS

11. From (month, day, year): 7/1/2011	12. To (month, day, year): 6/30/2012
13. Method of source selection:	
<input type="checkbox"/> Bid/Quotation	<input type="checkbox"/> Emergency
<input type="checkbox"/> RFP#	<input checked="" type="checkbox"/> Negotiated
<input type="checkbox"/> Other (specify)	<input type="checkbox"/> Special Procurement

14. Name of agency: Department of Health		15. Requisition Number: 0000016526
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16. Address: 2 N. Meridian Street Indianapolis, IN 46204
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AGENCY CONTACT INFORMATION

17. Name: Sarah Burkholder	18. Telephone #: 317/233-7545
19. E-mail address: sburkholder@isdh.in.gov	

COURIER INFORMATION

20. Name: Joseph Olivadoti	21. Telephone #: 317-233-7573
22. E-mail address: jolivadoti@isdh.in.gov	

VENDOR INFORMATION

23. Vendor ID # 0000004796	
24. Name: INDIANA UNIV	25. Telephone #: 317-274-7125
26. Address: 620 UNION DR RM 618 INDIANAPOLIS, IN 46202-5167	
27. E-mail address: chkellam@iupui.edu	
28. Is the vendor registered with the Secretary of State? (Out of State Corporations, must be registered) <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	
29. Primary Vendor: M/WBE	30. If yes, list the %:
Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Minority: <input type="checkbox"/> %
Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Women: <input type="checkbox"/> %
31. Sub Vendor: M/WBE	32. If yes, list the %:
Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Minority: <input type="checkbox"/> %
Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Women: <input type="checkbox"/> %
33. Is there Renewal Language in the document?	34. Is there a "Termination for Convenience" clause in the document?
<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

35. Will the attached document involve data processing or telecommunications systems(s)?	Yes: IOT or Delegate has signed off on contract
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36. Statutory Authority (Cite applicable Indiana or Federal Codes): 410 IAC 1.2-3
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37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.) Contractor will provide medical consultation to Tuberculosis/Refugee Health Division. Activities will include chart reviews, case management, and telephone consultation.
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38. Justification of vendor selection and determination of price reasonableness: The vendor employs infectious disease physicians who are specialists in tuberculosis. The vendor is in the close proximity of the ISDH and is available for weekly on-site consultations for the TB/Refugee Health Division. The charge is the customary rate of \$100 per hour.
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39. If this contract is submitted late, please explain why. (Required if more than 30 days late.) This contract is being submitted late due to negotiations for deliverables was just completed.	DEC 29 2011
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RECEIVED

OAG-ADVISORY

40. Agency fiscal officer or representative approval <i>[Signature]</i>	41. Date Approved 12-14-11	42. Budget approval <i>[Signature]</i>	43. Date Approved 12/20/11
44. Attorney General's Office approval <i>[Signature]</i>	45. Date Approved 1-5-12	46. Agency representative receiving from AG	47. Date Approved



# REQUISITION

**Ship To:** State Department of Health  
Section 2-C  
2 N MERIDIAN ST  
INDIANAPOLIS IN 46204

**Bill to:** State Department of Health  
Section 2-C  
2 N MERIDIAN ST  
INDIANAPOLIS IN 46204

<b>Requisition No.</b> 0000016526	<b>Date</b> 11/17/2011	<b>Required Date</b>	<b>Page</b> 1 of 1
<b>Fund/Object/Center:</b> 12760/ 571300 / 940000			
<b>Dept Number:</b> 195106			
<b>Project Number:</b>			
<b>Requisition Number:</b> 0000016526			
<b>Requestor:</b> GALLEN Allen, Gary-400			
<b>Agency Number:</b> 00400 Department of Health			
<b>Facility:</b>			

**MUST COMPLETE FOR ICPR**

☐ **Print REQ**  
☐ **Streamline Eligible**

Line	Item	Description	Quantity	UOM	Unit Price	Ext Amt
1-1		The vendor employs infectious disease physicians who are specialists in tuberculosis. Professional Services Contract DH 200-1	1.0000	LO	17,600.0000	17,600.00

**Vendor:** 0000004796 INDIANA UNIV

<< Contractor will provide medical consultation to Tuberculosis/refugee Health Division. Activities will include chart reviews, case management, and telephone consultation.

Contract date: 7/1/11-6/30/12

Contract amount: \$17,600.00

Amount paid to date: -0-

Balance of \$17,600.00 to be paid on this PO

EDS# A70-2-106043

Fund: 12760

Account: 571300

Program: 94000 >>

Deliveries acceptable only between 8:30 AM and 4:00 PM, Monday through Friday

The following UN/CEFACT Unit of Measure  
Common Codes are used in this document:  
LO Lot

**Requisition Total \$ 17,600.00**

<b>Requestor Signature</b>	<b>I certify that the item[s] requested is [are] necessary for the operation of this State Agency.</b>	
	<b>Printed Name of Agency Head or Authorized Employee</b>	<b>Authorized Signature</b>

**STANDARD TERMS AND CONDITIONS FOR CONTRACTS  
BETWEEN  
THE STATE OF INDIANA  
AND  
STATE INSTITUTIONS OF HIGHER EDUCATION  
EDS# A70-2-106043**

**12760-571300-Statefunds 2  
DH 200-1**

This Contract, entered into by and between the **Indiana State Department of Health** (hereinafter referred to as "State") and **The Trustees of Indiana University (Indianapolis Campus)** (hereinafter referred to as "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 medical consultation to Tuberculosis/Refugee Health Division. Activities will include chart reviews, case management, and telephone consultation. This project is described fully in Attachment A, attached hereto, and made a part hereof and incorporated herein by reference as part of this Contract.

**2. Consideration.**

The Contractor will be paid monthly in arrears using the rate(s) set out on Attachment A. Total remuneration under this Contract shall not exceed \$17,600.

**3. Term.**

This Contract shall commence on July 1, 2011 and shall remain in effect through June 30, 2012.

**4. "Separateness" of Contracts between the Parties.**

The State acknowledges and agrees that because of the unique nature of state institutions of higher education, the duties and responsibilities of "the Contractor" in these Standard Conditions for Contracts between the State of Indiana and State Institutions of Higher Education and in any contract for professional services are specific to the department or unit of the university identified in the contract for professional services. The existence or status of any one contract between the State and the University shall have no impact on the execution or performance of any other contract and shall not form the basis for termination of any other contract by either party.

## **5. Access to Records.**

The Contractor and its subcontractors shall maintain all books, documents, papers, accounting records, and other evidence (Records) pertaining to costs incurred under this contract, for inspection by the State or by any other authorized representative of the State and copies thereof shall be furnished at no cost to the State if requested. The Contractor and its subcontractors shall make all Records available at their respective offices at all reasonable times during the Contract period and for three (3) years from the date of final payment under the Contract or longer if an audit has been completed and all audit exceptions have not been cleared by the State.

## **6. Assignment; Successors.**

The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent. 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.

## **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.

## **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 certifies that this Contract is not subject to further acceptance by the Contractor when accepted by the State.

## **9. 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 of any 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.*, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. 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 Indiana State Ethics Commission 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 and IC 4-2-7.

C. The Contractor certifies by entering into this Contract, that it is not presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Contractor agrees that further work 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.

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.

F. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, and approvals, as well as 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 agrees that the State may confirm, at any time, that no liabilities exist to the State, and, if such liabilities are discovered, that the State may bar the Contractor from contracting with the State in the future, cancel existing contracts.

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

- (A) except for de minimis and nonsystematic violations, 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.

#### **10. Confidentiality of Data, Property Rights in Products, Copyright Prohibition and Ownership of Documents and Materials.**

Publication and dissemination of the project results are of fundamental importance to both the State and the Contractor. Contractor is free to publish in academic journals, present at symposia, or use any results arising out of the performance of this Agreement for its own internal instructional and research, or publication (i.e. graduate theses and dissertations) objectives. Any publications or presentations referencing the State shall be made in accordance with this Article.

The parties agree that all information, data, findings, recommendations, proposals, etc. by whatever name described and in whatever form secured, developed, written or produced by the Contractor in furtherance of this Contract shall be available to State for its use and distribution at its discretion without additional charge to State. The Contractor shall take such action as is necessary under law to preserve such rights in and of the State while such property is within the control and/or custody of the Contractor. Full, immediate, and unrestricted access to the work product of the Contractor during the term of this contract shall be available to the State.

Use of these materials, other than related to the contract performance by the Contractor, that includes any reference to the State of Indiana, without the prior written consent of the State, is prohibited. For any purposes outside those contemplated by this Contract, and for which the State's participation will be referenced, the State shall have the right of review and approval of the use, disclosure, and the finished product prior to its publication. All such requests shall be made in writing and delivered to the Agency Head or their designee. That State shall have sixty (60) days to review such requests and will respond in writing to the Contractor. If the State has not responded within sixty (60) days, the request will be deemed approved.

Contractor and State agree that the distribution of proceeds from any commercial licenses for patentable or copyrightable material developed as a result of this Contract, other than publications and presentations outlined in the preceding paragraph, shall be negotiated by the parties and shall be representative of the inputs of each party.

#### **11. Confidentiality of State Information.**

The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. Therefore, except to the extent required by the Indiana Access to Public Records Act, IC 5-14-3, the Contractor covenants that data, material and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract, and specifically identified as confidential information by the State, will not be disclosed to or discussed with third parties without the prior written consent of the State.

## **12. 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. 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 suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The Contractor shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Contract.

## **13. Default by State.**

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

## **14. Disputes**

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

B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all 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 cost. If the State and the Contractor cannot resolve a dispute within ten (10) working days following notification in writing by either party of the existence of a dispute, then the following procedure shall apply:

The parties agree to resolve such matters through submission of their dispute to the Commissioner of the Indiana Department of Administration. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the Contractor and the State within ten (10) working days after presentation of such dispute for action. The Commissioner's decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If no reconsideration is provided within ten (10) working days, the parties may mutually agree to submit the dispute to arbitration or mediation for a determination, or otherwise the dispute may be submitted to an Indiana court of competent jurisdiction.

#### **15. 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 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.

#### **16. Funding Cancellation.**

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 Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

#### **17. Governing Laws.**

This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

#### **18. Independent Contractor.**

Both parties hereto, in the performance of this Contract, shall act in an individual capacity and not as agents, employees, partners, joint venturers or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purposes whatsoever. 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 be responsible for providing all necessary unemployment and workers' compensation insurance for the Contractor's employees.

#### **19. Information Technology Accessibility.**

The Contractor specifically agrees that all hardware, software, and services provided to or purchased by the State shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 749d) and IC 4-13.1-3. Any deviation from these architecture requirements must be approved in writing by IOT in advance. The State may terminate this contract for default if Contractor fails to cure a breach of this provision within a reasonable time.



## 20. Minority and Women Business Enterprise Compliance.

The Contractor agrees to comply fully with the provisions of 25 IAC 5 and the Subcontractor Commitment submitted to the State. No changes may be made to the commitment without the written approval of the Minority and Women's Enterprises Division of IDOA. The Contractor's Subcontractor Commitment will become the MWBE Participation Plan upon execution of this Contract. The Subcontractor Participation Plan will be kept on file at the MWBE offices.

The following MBE's and WBE's listed on the Minority and Women's Business Enterprises Division directory of certified firms will be participating in this Contract. If changes to the MWBE participation plan are approved by the MWBE Division, the current participation plan on file will supersede the subcontractors listed below.

<u>MBE/WBE</u>	<u>PHONE</u>	<u>COMPANY NAME</u>	<u>SCOPE OF PRODUCTS and/or SERVICES</u>	<u>UTILIZATION DATE</u>	<u>PERCENT</u>
None					

The Contractor agrees to submit a copy of the agreement entered into between the Contractor and each MWBE subcontractor where the State considered the selection of the MWBE by the Contractor when issuing the procurement award. A copy of each subcontractor agreement must be submitted to the MWBE Division in IDOA within thirty (30) days of the execution of the contract between the Contractor and the State. Failure to provide a copy of the subcontractor agreements may be considered a violation of this provision and of 25 IAC 5. The Contractor must obtain approval from the MWBE Division before changing the MWBE Participation Plan submitted in connection with this Contract.

In the event of a violation of this provision or of 25 IAC 5, the department shall notify the contractor of the violations and will seek a course of action to correct them. The selected course of action may include the recommendation for the imposition of sanctions for material breach of contract pursuant to 25 IAC 5-7-8. In the event that it is determined that a violation of this rule has occurred, the department may elect to immediately employ one (1) or more of the sanctions found in 25 IAC 5-7-8(b).

If the Contractor is not excluded from future procurements, the actions or inactions of the Contractor with regard to the above will be taken into account in all phases and scoring in future procurements.

## 21. Nondiscrimination.

Pursuant to IC 22-9-1-10 and the Civil Rights Act of 1964, the Contractor and its subcontractors shall not discriminate against any employee or applicant for employment in the performance of this Contract. The Contractor shall not discriminate with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of race, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of this Contract. The Contractor's execution of this Contract also signifies compliance with applicable federal laws, regulations and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability or status as a veteran.

The Contractor understands that the State is a recipient of federal funds, and therefore, where applicable, Contractor and any subcontractors agree to comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246, which are incorporated herein by specific reference.

## **22. 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.

## **23. 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.

## **24. Taxes.**

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

## **25. 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.

## **26. Travel.**

No expenses for travel will be reimbursed unless specifically permitted under the scope of services or consideration provisions. Expenditures made by the Contractor for travel will be reimbursed at the current rate paid by the State and in accordance with the State Travel Policies and Procedures as specified in the current Financial Management Circular. Out-of-state travel requests must be reviewed and approved by the State for availability of funds and for appropriateness per Circular guidelines.

## **27. Payments.**

- A. All payments shall be made in arrears in conformance with State fiscal policies and procedures and, as required by IC 4-13-2-14.8, 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 Contractor is being paid in advance for the maintenance of equipment and/or software, pursuant to IC 4-13-2-20(b)(14), Contractor agrees that if it fails to perform the maintenance required 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.

- C. All accounts will be closed sixty (60) days after the end of the Contract period. Any invoice submitted after sixty (60) days will not be reimbursed by the State.

**28. 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.

**29. 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, and (2) attachment(s) prepared by the State. All of the foregoing is incorporated fully by reference.

**30. Notice to Parties.**

Whenever any notice, statement or other communication is required under this Contract, it shall be sent to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

Indiana State Department of Health  
ATTN: Contract and Audit Section  
2 North Meridian Street, Section 2-C  
Indianapolis, IN 46204

B. Notices to the Contractor shall be sent to:

The Trustees of Indiana University (Indianapolis Campus)  
ATTN: ~~Tammy Good~~ John Talbott  
~~620 Union Drive, Room 518~~ 980 Indiana Avenue, Room 2232  
Indianapolis, IN 46202-5130

76-11-211

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

**31. Progress Reports.**

- A. The Contractor shall submit progress reports to the State upon request, unless specified otherwise in Attachment A. 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.

- B. Failure to provide progress reports as requested by the State is considered a material breach of the Contract and shall entitle the State to impose sanctions against the Contractor. Sanctions may include, but are not limited to, suspension of all Contract payments, and/or suspension of the Contractor's participation in State contract programs until such time as all material breaches are cured to the State's satisfaction. Sanctions may also include repayment of all State funds expended for activities that are not in the scope of this project as set forth in Attachment A of this Contract.

**32. Termination for Convenience.**

This Contract may be terminated, in whole or in part, by the State, which shall include and is not limited to the Indiana Department of Administration 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 purpose of this paragraph, the parties stipulate and agree that the Indiana Department of Administration shall be deemed to be a party to this agreement with authority to terminate the same for convenience when such termination is determined by the Commissioner of IDOA to be in the best interest of the State.

**33. Federal Funding Information - Deleted.**

**34. Federal Funds Disclosure Requirements - Deleted.**

**35. Federal Lobbying Requirements - Deleted.**

**36. Federal Funding Accountability and Transparency Act - Deleted.**

**37. State Boilerplate Affirmation Clause.**

The State swears or affirms that it has not altered, modified or changed the State's Boilerplate contract clauses (as defined in the 2011 OAG/ IDOA *Professional Services Contract Manual - University Contract*) in any way except for the following clauses which are named below:

Access to Records

Disputes

Federal Funding Information

Federal Funds Disclosure Requirements

Federal Lobbying Requirements

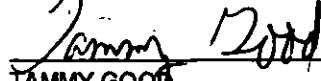
Federal Funding Accountability and Transparency Act

### **Non-Collusion and Acceptance**

The undersigned attests, subject to the penalties for perjury, that he/she is the Contractor, or that he/she is the properly authorized representative, agent, member or officer of the Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.


In Witness Whereof, 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 hereby agree to the terms thereof.

**Accepted By:**

  
TAMMY GOOD  
GRANTS SERVICES MANAGER  
THE TRUSTEES OF INDIANA UNIVERSITY  
(INDIANAPOLIS CAMPUS)

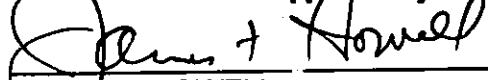
DATE: 11-21-11

**Certification of Funds:**

  
ALLEN L. COLLIER  
DIRECTOR OF FINANCE  
DIVISION OF FINANCE  
OPERATIONAL SERVICES COMMISSION  
INDIANA STATE DEPARTMENT OF HEALTH

DATE: 12-14-11

**Recommended and Approved By:**

  
JAMES F. HOWELL  
ASSISTANT COMMISSIONER  
PUBLIC HEALTH AND PREPAREDNESS  
COMMISSION

DATE: \_\_\_\_\_

**Approved:**

  
(for)  
ROBERT D. WYNKOOP, COMMISSIONER  
DEPARTMENT OF ADMINISTRATION  
STATE OF INDIANA

DATE: 12/24/11

**Approved as to Form and Legality:**

  
(for)  
GREGORY F. ZOELLER  
ATTORNEY GENERAL OF INDIANA

DATE: 1-5-12

**Approved:**

  
(for)  
ADAM M. HORST, DIRECTOR  
STATE BUDGET AGENCY  
STATE OF INDIANA

DATE: 12/24/11

**Attachment A  
A70-2-106043  
Indiana University**

**Scope of Services**

The Indiana University School of Medicine Department of Infectious Disease will provide the following consultation services to the Tuberculosis/Refugee Health Division:

- TB Medical Consultant(s) to provide medical direction in development of standards of care and written protocols for patients with Tuberculosis (TB).
- Refugee Health Medical Consultant(s) to provide medical direction in development of standards of care and written protocols for health screenings and surveillance.
- Medical consultation to local health officers, public health nurses and private physicians on TB control, isolation, treatment, case management and contact investigation.
- Attend scheduled TB case/cohort reviews at the Indiana State Department of Health (ISDH).
- Assist with educational activities targeted for physicians and public health staff
- Work on site at ISDH on an average of no more than three (3) hours per week and be available for phone consultation twenty-four (24) hours per day, seven (7) days per week.
- Payment will be in arrears at the hourly rate of \$100 per hour worked.
- Reimbursement for travel and lodging at the state rate to locations within Indiana for TB education purposes.
- Attendance at pre-approved national meeting.

Required Activities	Measurable Criteria	Budget
• Review of updated/new patient protocols and procedures	Sign off on protocols and procedures	\$15,600
• Telephone consultation re: TB patients with managing clinician	Document contacts with managing clinician in TB SWIMSS/case notes	
• Monthly case/cohort review	Documentation in TB SWIMSS/case notes at case/cohort review	
Participate in the TB Medical Advisory Board	Attendance and participation	
In-State Travel and Lodging	For program approved educational events	\$500
Out of State Travel	For program approved events	\$1,500
Total		\$17,600

**Hours per week will not exceed an average of 3 hrs/wk x 52 wks x \$100/hr = \$15,600**

**Travel:** Travel expenditures will be reimbursed by the State at the rate customarily paid by the Grantee or the current rate of \$.44/mile being paid by the State of Indiana, whichever is the lesser. Lodging is at state rate/night plus tax. Out of State Travel must be pre-approved per protocol.

**Invoices:** All invoices must be accompanied by written documentation of actual expenditures for all claimed items. The Grantee will be paid monthly for hours worked and the deliverables defined and referenced above. Such payment shall be made in arrears upon receipt and approval of invoices provided by the State.