

* RUSH *

JUL 16 2014



EXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R10/4-08)

Received

Instructions for completing the EDS and the Contract process.

JUL 16 ENT'D

DOA Contracts

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.

1. EDS Number: A70-5-041126		2. Date prepared: 6/19/2014	
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: 12760-10000.531010		5. Account Name: DEPARTMENT OF HEALTH	
6. Total amount this action: \$81,765.00		7. New contract total: 81,765.00	
8. Revenue generated this action: \$0.00		9. Revenue generated total contract: \$0.00	
10. New total amount for each fiscal year:			
Year 2015 \$81,765.00			
Year \$			
Year \$			
Year \$			
TIME PERIOD COVERED IN THIS EDS			
11. From (month, day, year): 7/1/2014		12. To (month, day, year): 6/30/2015	
13. Method of source selection: <input checked="" type="checkbox"/> Negotiated			
<input type="checkbox"/> Bid/Quotation <input type="checkbox"/> Emergency <input type="checkbox"/> Special Procurement			
<input type="checkbox"/> RFP# <input type="checkbox"/> Other (specify)			
35. Will the attached document involve data processing or telecommunications systems(s)? Yes: IOT or Delegate has signed off on contract			
36. Statutory Authority (Cite applicable Indiana or Federal Codes): IC 16-19-3-1			
37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.) Joan Duwve, MD serves as the Associate Dean for Public Health Practice at the Richard M. Fairbanks School of Public Health. Under this agreement, she will devote 40% of her time (maximum 15 hours/week) to serving as the Chief Medical Advisor to the Indiana State Department of Health.			
38. Justification of vendor selection and determination of price reasonableness: ISDH negotiated this scope of work and budget with IU because of the expertise of IU's School of Public Health. Dr. Duwve's vast public health experience will be resource to ISDH and assist ISDH with providing the highest level of service at the best value to the State.			
39. If this contract is submitted late, please explain why: (Required if more than 30 days late.)			
40. Agency fiscal officer or representative approval <i>Joseph Bertoni</i>		41. Date Approved 7/15/14	
44. Attorney General's Office approval <i>swg</i>		45. Date Approved 7-17-14	
42. Budget agency approval <i>[Signature]</i>		43. Date Approved 7/17/14	
46. Agency representative receiving from AG <i>[Signature]</i>		47. Date Approved	

78948-000

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

Requisition No. 0000025841	Date 06/24/2014	Required Date	Page 1 of 1
Fund/Account:	12760 / 531010		
Dept Number:	195041		
Project Number:			
Requisition Number:	0000025841		
Requestor:	T302207	Tammy Shields - 0040	
Agency Number:	00400 Department of Health		
Facility:			

MUST COMPLETE FOR ICPR

☐ Print REQ
☐ Streamline Eligible

Line	Item	Description	Quantity	UOM	Unit Price	Ext Amt
The dept code was incorrect so this will start signature processes again. Joan Duwve, MD serves as the Associate Dean for Public Health Practice at the Richard M. Fairbanks School of Public Health. Under this agreement, she will devote 40% of her time (maximum 15 hours/week) to serving as the Chief Medical Advisor to the Indiana State Department of Health.						
1-1		A70-5-041126 7/1/14 - 6/30/15	1.0000	LO	81,765.0000	81,765.00

Vendor: 0000004796 INDIANA UNIV

<< PLEASE SEE ATTACHED CONTRACT

CONTRACT DATE 7/1/14 - 6/30/15
CONTRACT AMOUNT \$81,765 >>

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

Requisition Total \$ 81,765.00

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

**CONTRACT BETWEEN
THE STATE OF INDIANA
AND
A STATE EDUCATIONAL INSTITUTION
EDS# A70-5-041126 (DH)**

This Contract (the "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)** (the "State Educational Institution," an institution referred to in IC §21-7-13-32(b)), 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 the State Educational Institution.

The State Educational Institution shall allow **Joan Duwve, M.D.** to serve as the **Associate Dean for Public Health Practice at the Richard M. Fairbanks School of Public Health**. The duties of the State Educational Institution are set forth on **Attachment A**, attached hereto and incorporated fully herein.

2. Consideration.

The State Educational Institution will be paid using the rate(s) set out on **Attachment B**. Total remuneration under this Contract shall not exceed **\$81,765**.

3. Term.

This Contract shall commence on **July 1, 2014** and shall remain in effect through **June 30, 2015**.

4. "Separateness" of Contracts between the Parties.

The State acknowledges and agrees that because of the unique nature of State Educational Institutions, the duties and responsibilities of "the State Educational Institution" in these Standard Conditions for Contracts between the State of Indiana and State Institutions and in any contract for professional services are specific to the department or unit of the State Educational Institution. The existence or status of any one contract between the State and the State Educational Institution 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 State Educational Institution 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, or until the date of the management letter if an audit is performed, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.

6. Assignment; Successors.

The State Educational Institution binds its successors and assignees to all the terms and conditions of this Contract. The State Educational Institution shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent. The State Educational Institution may assign its right to receive payments to such third parties as the State Educational Institution may desire without the prior written consent of the State, provided that the State Educational Institution 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 State Educational Institution 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 and all applicable provision of OMB Circular A-133.

8. Authority to Bind the State Educational Institution.

The signatory for the State Educational Institution represents that he/she has been duly authorized to execute this Contract on behalf of the State Educational Institution and has obtained all necessary or applicable approvals to make this Contract fully binding upon the State Educational Institution when his/her signature is affixed, and certifies that this Contract is not subject to further acceptance by the State Educational Institution when accepted by the State.

9. Compliance with Laws.

A. The State Educational Institution 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 State Educational Institution to determine whether the provisions of this Contract require formal modification.

B. The State Educational Institution 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 State Educational Institution is not familiar with these ethical requirements, the State Educational Institution 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 State Educational Institution or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the State Educational Institution. In addition, the State Educational Institution may be subject to penalties under IC 4-2-6 and IC 4-2-7.

C. The State Educational Institution 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 State Educational Institution agrees that further work may

be withheld, delayed, or denied and/or this Contract suspended until the State Educational Institution is current in its payments and has submitted proof of such payment to the State.

D. The State Educational Institution 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 State Educational Institution'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 State Educational Institution, the State Educational Institution may request that it be allowed to continue, or receive work, without delay. The State Educational Institution 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 State Educational Institution warrants that the State Educational Institution 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 State Educational Institution 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 State Educational Institution from contracting with the State in the future and cancel existing contracts.

H. As required by IC 5-22-3-7:

(1) The State Educational Institution and its principals certify that:

(A) the State Educational Institution, 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 State Educational Institution 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 State Educational Institution and any principals of the State Educational Institution certify that an affiliate or principal of the State Educational Institution and any agent acting on behalf of the State Educational Institution or on behalf of an affiliate or principal of the State Educational Institution, except for de minimis and nonsystematic violations,

(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.

A. Publication and dissemination of the project results are of fundamental importance to both the State and the State Educational Institution. The State Educational Institution is free to

publish in academic journals, present at symposia, or use any results arising out of the performance of this Contract 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.

B. The parties agree that all information, data, findings, recommendations, proposals, by whatever name described and in whatever form secured, developed, written or produced by the State Educational Institution in furtherance of this Contract shall be available to the State for its use and distribution at its discretion without additional charge to State. The State Educational Institution 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 State Educational Institution. Full, immediate, and unrestricted access to the work product of the State Educational Institution during the term of this Contract shall be available to the State.

C. Use of these materials, other than related to Contract performance by the State Educational Institution, that includes any reference to the State, 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 his/her designee. The State shall have sixty (60) days to review such requests and will respond in writing to the State Educational Institution. If the State has not responded within sixty (60) days, the request will be deemed approved.

D. The State Educational Institution and the 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 input of each party.

11. Confidentiality of State Information.

The State Educational Institution understands and agrees that data, materials, and information disclosed to the State Educational Institution 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 State Educational Institution covenants that data, material and information gathered, based upon or disclosed to the State Educational Institution 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 State Educational Institution certifies by entering into this Contract that it is not 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 State Educational Institution.

B. The State Educational Institution 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 State Educational Institution 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.

C. The State Educational Institution also certifies that it and its principals:

1. have not within a three year-period preceding this certification been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state or local) transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
2. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state or local); and
3. have not within a three-year period preceding this certification had one or more public transactions (federal, state or local) terminated for cause or default.

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 State Educational Institution 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 State Educational Institution and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
- B. The State Educational Institution 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 State Educational Institution fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the State Educational Institution as a result of such failure to proceed shall be borne by the State Educational Institution, and the State Educational Institution shall make no claim against the State for such costs.
- C. If a party to the Contract is not satisfied with the progress toward resolving a dispute, the party must notify in writing the other party of this dissatisfaction. Upon written notice, the parties have ten (10) working days, unless the parties mutually agree to extend this period, following the notification to resolve the dispute. If the dispute is not resolved within ten (10) working days, a dissatisfied party shall submit the dispute in writing according to the following procedure:

The parties agree to resolve such matters through submission in writing 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 State Educational Institution and the State within ten (10) working days after presentation of such dispute for action. The presentation may include a period of negotiations, clarifications, and mediation sessions and will not terminate until the Commissioner or one of the parties concludes that the presentation period is over. The Commissioner's decision shall be final and conclusive administrative decision 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. If a party is not satisfied with the Commissioner's ultimate decision, the dissatisfied party may submit the dispute to an Indiana court of competent jurisdiction.

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

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

17. 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.

18. HIPAA Compliance.

If this Contract involves services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the State Educational Institution 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.

If any final regulation or body of regulations relating to the administrative simplifications provision of the Health Insurance Portability and Accountability Act of 1996 ("Final HIPAA Regulations"), or any amendment or judicial or administrative interpretation of the Final HIPAA regulations prohibits, restricts, limits or materially and adversely affects either party's right or obligations hereunder, the parties shall negotiate, in good faith, reasonable revisions to this Contract. The purpose of the negotiations shall be to revise the Contract so that the affected party can comply and/or act in accordance with such Final HIPAA regulations, or amendment or judicial or administrative interpretation thereof and avoid or mitigate such prohibition, restriction, limitation or material and adverse effect. If the parties fail to agree to such revisions within forty-five (45) days after written notice from the affected party requesting negotiations under this paragraph, this Contract shall terminate. If so terminated, the State Educational Institution shall return or destroy all protected health information received from, created or received by the State Educational Institution on behalf of the State. The State Educational Institution shall retain no copies of such information in any form if feasible. If not feasible, the State Educational Institution bears the responsibility of ensuring that the protected health information is maintained in a secure and confidential manner.

19. FERPA Compliance.

If the State Educational Institution is an "educational agency or institution" as that term is defined by the Family Educational Rights and Privacy Act (FERPA), 20 USC 1232g, 34 CFR 99.1, and this Contract involves "personally identifiable information," as defined at 34 CFR 99.3, the State Educational Institution covenants that it will appropriately safeguard from unauthorized disclosure to third parties any "personally identifiable information" with respect to a student.

20. Independent Contractor; Workers' Compensation Insurance.

The State Educational Institution 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 State Educational Institution shall provide all necessary unemployment and workers' compensation insurance for the State Educational Institution's employees, and shall provide the State with a Certificate of Insurance evidencing such coverage prior to starting work under this Contract.

21. Information Technology Accessibility.

The State Educational Institution 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 the Indiana Office of Technology (IOT) in advance. The State may terminate this Contract for default if State Educational Institution fails to cure a breach of this provision within a reasonable time.

22. Minority and Women's Business Enterprises Compliance - Deleted.

23. Nondiscrimination.

Pursuant to the Indiana Civil Rights Law, specifically including 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 State Educational Institution 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"). Furthermore, State Educational Institution 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 State Educational Institution or any subcontractor.

The State Educational Institution understands that the State is a recipient of federal funds, and therefore, where applicable, State Educational Institution 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.

24. 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.

25. Taxes.

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

26. Indiana Veteran's Business Enterprise Compliance - Deleted.

27. 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.

28. Work Standards.

The State Educational Institution 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.

29. Federal and State Third-Party Contract Provisions - Deleted.

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 State Educational Institution shall be sent to:

The Trustees of Indiana University (Indianapolis Campus)
ATTN: ~~Paul Halverson~~ John Talbott
980 Indiana Avenue, Room 2232
Indianapolis, IN 46202-4121

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

31. 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 (3) attachments prepared by the State Educational Institution. All attachments, and all documents referred to in this paragraph, are hereby incorporated fully by reference.

32. 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 State Educational Institution 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 State Educational Institution is being paid in advance for the maintenance of equipment and/or software, pursuant to IC 4-13-2-20(b)(14), State Educational Institution 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.

33. Progress Reports.

A. The State Educational Institution 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 State Educational Institution. Sanctions may include, but are not limited to, suspension of payments under this Contract and/or 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.

34. 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.

35. 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 State Educational Institution 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 State Educational Institution 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 State Educational Institution shall be compensated for services herein provided but in no case shall total payment made to the State Educational Institution 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 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 interests of the State.

36. 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 provided by the Indiana State Budget Agency. The Financial Management Circulars are currently available at www.in.gov/sba/2512.htm; the State will provide a copy of the current Financial Management Circular upon request. Out-of-state travel requests must be reviewed by the State for availability of funds and for appropriateness per Financial Management Circular guidelines.

37. State Boilerplate Affirmation Clause.

The State Educational Institution affirms that it has not altered, modified or changed the State's Boilerplate contract clauses (as defined in the 2013 OAG/ IDOA *Professional Services Contract Manual – State Educational Institution*) in any way except for the following clauses which are named below:

Access to Records
Consideration
Debarment and Suspension
Federal and State Third-Party Contract Provisions - Deleted
HIPAA Compliance
Indiana Veteran's Business Enterprise Compliance - Deleted
Minority and Women's Business Enterprises Compliance - Deleted
Notice to Parties
Order of Precedence; Incorporation by Reference
Payments
Progress Reports
Renewal Option
Travel
Termination for Convenience

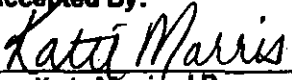
Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the properly authorized representative, agent, or officer of the State Educational Institution. Further, to the undersigned's knowledge, neither the undersigned nor any other employee, representative, agent or officer of the State Educational Institution, 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.


The remainder of this page has been intentionally left blank.

In Witness Whereof, State Educational Institution 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:


Katie Morris, J.D.
Grant Services Manager
THE TRUSTEES OF INDIANA UNIVERSITY
(INDIANAPOLIS CAMPUS)
DATE: 7/8/2014

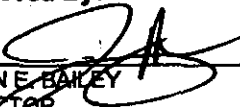
Recommended and Approved By:

 (for)
WILLIAM C. VANNESS II, MD
STATE HEALTH COMMISSIONER
INDIANA STATE DEPARTMENT OF HEALTH
DATE: 7/15/14

Approved By:

N/A (for)
PAUL BALTZELL
CHIEF INFORMATION OFFICER
INDIANA OFFICE OF TECHNOLOGY
DATE:


Approved By:

 (for)
BRIAN E. BAILEY
DIRECTOR
STATE BUDGET AGENCY
DATE: 7/17/14


Approved By:

N/A
CHRIS MICKENS
CHIEF INFORMATION OFFICER
INDIANA OFFICE OF TECHNOLOGY
DATE:

Approved By:

 (for)
JESSICA ROBERTSON
COMMISSIONER
INDIANA DEPARTMENT OF ADMINISTRATION
DATE: 7/10/14

Approved as to Form and Legality:

 (for)
GREGORY F. ZOELLER
ATTORNEY GENERAL
OFFICE OF THE ATTORNEY GENERAL
DATE: 7-17-2014

ATTACHMENT A
Budget Justification / Work Statement

PERSONNEL

- 1) **Joan Duwve, MD - Chief Medical Advisor**
Joan Duwve, MD serves as the Associate Dean for Public Health Practice at the Richard M. Fairbanks School of Public Health. Under this agreement, she will devote 40% of her time (maximum of 16 hours / week) to serving as the Chief Medical Advisor to the Indiana State
- 2) **Fringe Benefits**
Institutional Rates Used.

OTHER EXPENSES

- 3) **Travel expense -** A budget is included for trips taken on behalf of ISDH. This will cover in-state mileage at the state approved rate, parking, and per diem when appropriate (distances requiring overnight stay). In addition, it is expected that at least one national level meetings will be required to keep current on governmental issues and/or to represent the state at the national level. These will be charged to ISDH only if incurred.
- 4) **Indirect costs -** Indirect costs were removed at the request of ISDH.

ATTACHMENT B

Principal Investigator/Program Director (Last, first, middle): Duwve, Joan

DETAILED BUDGET FOR INITIAL BUDGET PERIOD					FROM	THROUGH	
DIRECT COSTS ONLY					07/01/14	06/30/15	
PERSONNEL (Applicant organization only)		TYPE APPT. (months)	% EFFORT ON PROJECT	INST. BASE SALARY	DOLLAR AMOUNT REQUESTED (omit cents)		
NAME	ROLE ON PROJECT				SALARY REQUESTED	FRINGE BENEFITS	TOTAL
Duwve, Joan	PI / Chief Medical Advisor to ISDH	12	40%	140,000	56,000	22,265	78,265
					0	0	0
					0	0	0
SUBTOTALS					56,000	22,265	78,265
CONSULTANT COSTS							0
EQUIPMENT (Itemize)							0
							0
SUPPLIES (Itemize by category)							0
							0
TRAVEL							
Travel expense (in state mileage)		500	National meetings		3,000		3,500
PATIENT CARE COSTS		INPATIENT			0		0
		OUTPATIENT			0		0
ALTERATIONS AND RENOVATIONS (Itemize by category)							0
OTHER EXPENSES (Itemize by category)							0
SUBTOTAL DIRECT COSTS FOR INITIAL BUDGET PERIOD							\$ 81,765
FACILITIES AND ADMINISTRATION COSTS @ 10% ISDH imposed RATE							
TOTAL DIRECT COSTS FOR INITIAL BUDGET PERIOD (Item 7a, Face Page)							\$ 81,765
SBIR/STTR Only: FIXED FEE REQUESTED							