

**EXECUTIVE DOCUMENT SUMMARY**

State Form 2100-1

Instructions for completing the EDS and the Contract process.

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

IDA Contracts

1. EDS Number: A70-8-197010	2. Date prepared: 4/4/2008
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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: 3610-14660	5. Account Name: PREV HLTH & HLTH SER BLC
6. Total amount this action: \$18,496.00	7. New contract total: 18,496.00
8. Revenue generated this action: \$0.00	9. Revenue generated total contract: \$0.00

10. New total amount for each fiscal year:

Year 2008	\$18,496.00
Year	\$
Year	\$
Year	\$

TIME PERIOD COVERED IN THIS EDS

11. From (month, day, year): 6/2/2008	12. To (month, day, year): 6/4/2008
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

Yes: IOT or Delegate has signed off on contract

36. Statutory Authority (Cite applicable Indiana or Federal Codes):
NONE37. 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 meeting space, meals, beverages, and use of audio-visual equipment for the Public Health and Medicine Summit.38. Justification of vendor selection and determination of price reasonableness:
Vendor has provided such services in the past for ISDH. Vendor had the most reasonable price and space available.

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>[Signature]</i>	41. Date Approved 5-14-08	42. Budget agency approval <i>[Signature]</i>	43. Date Approved 5/14/08
44. Attorney General's Office approval <i>[Signature]</i>	45. Date Approved 5-21-08	46. Agency representative receiving from AG	47. Date Approved



28157-000

12384

MAY 14 2008

AGENCY INFORMATION

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

AGENCY CONTACT INFORMATION

17. Name: Kathy Weaver	18. Telephone #: 317/233-7451
19. E-mail address: kweaver@isdh.in.gov	

COURIER INFORMATION

20. Name: Steve Martin	21. Telephone #: 317-233-7573
22. E-mail address: smartin@isdh.in.gov	

VENDOR INFORMATION

23. Vendor ID # 0000057232	
24. Name: ADAMS MARK HOTEL	25. Telephone #: 317-248-2481
26. Address: INDIANAPOLIS CORPORATION 2544 EXECUTIVE DR INDIANAPOLIS, IN 46241	

27. E-mail address: snail@adamsmark.com

28. Is the vendor registered with the Secretary of State? (Out of State Corporations must be registered) ☒ Yes ☐ No

29. Primary Vendor: M/WBE	30. If yes, list the %:
Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Minority: _____ %
Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Women: _____ %

31 Sub Vendor: M/WBE	32. If yes, list the %:
Minority: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Minority: _____ %
Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	Women: _____ %

33. Is there Renewal Language in	34. Is there a "Termination for Convenience" clause in the document?
<input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

RECEIVED

MAY 21 2008

OAG-ADVISORY

ADDENDUM

over 2/5/08

This Addendum is entered into by and between the Indiana Department of Health ("the State") and the entity designated as "Contractor", below.

The purpose of this Addendum is to modify, delete, or amend certain terms and conditions set forth in the attached Form Contract prepared by Contractor (the "Form Contract"). This Addendum and the Form Contract are incorporated into each other and, when read together, shall constitute one integrated document. Any inconsistency, conflict, or ambiguity between this Addendum and the Form Contract shall be resolved by giving precedence and effect to this Addendum.

Contractor Name: ADAM'S MARK HOTEL INDIANAPOLIS CORPORATION

Contractor Address: 2544 Executive Drive
Indianapolis, IN 46241

Title of Form Contract: Adam's Mark Indianapolis Group Sales Contract

1. Form Contract/Duties of Contractor.

Attached Form Contract consists of 5 pages without terms on both sides.

2. Term.

Contract term begins on June 3, 2008 and ends June 6, 2008.

3. Consideration.

Total consideration paid to Contractor by the State is estimated to be \$18,496.00 and is outlined in detail in Attachment A, attached hereto and incorporated by reference.

Contractor will generate additional revenue as a result of this agreement in the form of leased overnight guest rooms. However, the State will not be paying for any of the overnight rooms. The cost of all overnight rooms is the responsibility of individual guests. Further, any rooms not sold by May 19, 2008 shall be released from the block of reserved rooms, and the State shall NOT be charged for them. The Attrition and Cancellation Policy outlined in Section 7 of Form Contract is void.

By mutual agreement of the parties, the following terms and conditions are deleted from the Form Contract:

- A. Any provision requiring the State of Indiana to provide insurance
- B. Any provision requiring the State of Indiana to provide indemnity
- C. Any provision providing that the Contract be construed in accordance with laws other than those of the State of Indiana
- D. Any provision providing that suit be brought in any state other than Indiana
- E. Any provision providing for resolution of contract disputes
- F. Any provision requiring the State of Indiana to pay any taxes
- G. Any provision requiring the State of Indiana to pay penalties, liquidated damages, interest or attorney's fees or requiring the State to pay within less than thirty-five (35) days
- H. Any provision modifying the statute of limitations provided by Indiana statute.
- I. Any provision relating to the time within which a claim must be made.
- J. Any provision requiring payment of consideration in advance unless authorized by an exception listed in IC 4-13-2-20

- K. Any provision limiting disclosure of the contract in violation of the Access to Public Records Act, IC 5-14-3-3.5
- L. Any provision giving the Form Contract precedence over this Addendum

The following terms and conditions are incorporated into and made a part of the Form Contract:

4. Access to Records.

The Contractor 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, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.

5. 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.

6. 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.

7. 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 accepted by the State.

8. Changes in Work.

The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the State. Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

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 or modification of any applicable 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/ethics/>. 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, 4-2-7, 35-44-1-3, and under any other applicable laws.
- C. The Contractor certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Contractor agrees that any payments currently due to the State may be withheld from payments due to the Contractor. Additionally, further work or payments 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, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Contractor agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.
- 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. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC § 5-17-5.
- F. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall 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 affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.
- 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. Condition of Payment.

All services provided by the Contractor under this Contract must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of and federal, state or local statute, ordinance, rule or regulation.

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. The Contractor covenants that data, material and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract, will not be disclosed to or discussed with third parties without the prior written consent of the State.

12. Continuity of Services. –Deleted.

13. 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 state and federal suspension and debarment status for all subcontractors receiving funds under this Contract and shall be solely responsible for any recoupment, penalties or costs that might arise from use of a suspended or debarred subcontractor. 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.

14. Default by State.

If the State, sixty (60) days after receipt of written notice, fails to correct or cure any material 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.

15. 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 within ten (10) working days following notification in writing by either party of the existence of a dispute, then the following procedure shall apply:
 - 1. 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 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 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.
 - 2. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.

16. Drug-Free Workplace Certification.

The Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor or an employee of the Contractor in the State of Indiana has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total contract amount set forth in this Contract is in excess of \$25,000.00, the Contractor hereby further agrees that this Contract is expressly subject to the terms, conditions, and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the Contractor and made a part of the contract or agreement as part of the contract documents.

The Contractor certifies and agrees that it will provide a drug-free workplace by:

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;
- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

17. Employment Option. --Deleted

18. 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.

19. 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.

20. 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.

21. Indemnification.

The Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. The State shall not provide such indemnification to the Contractor.

22. 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.

23. Information Technology Enterprise Architecture Requirements.—Deleted

24. Insurance.--Deleted

25. Key Person(s).--Deleted

26. Licensing Standards.

The Contractor, its employees and subcontractors shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the Contractor pursuant to this Contract. The State will not pay the Contractor for any services performed when the Contractor, its employees or subcontractors are not in compliance with such applicable standards, laws, rules or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification or accreditation, the Contractor shall notify the State immediately and the State, at its option, may immediately terminate this Contract.

27. Merger & Modification.

This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, except by written agreement signed by all necessary parties.

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

29. 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 Contractor 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 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, Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

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.

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:

Steve Martin
Contract and Audit Section
Indiana State Department of Health
2 North Meridian Street
Indianapolis, IN 46204

B. Notices to the Contractor shall be sent to:

Shannon Nail
Assistant Director of Sales
Adam's Mark Hotel Indianapolis Corporation
2544 Executive Drive
Indianapolis, IN 46241

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. Order of Precedence; Incorporation by Reference.

Any inconsistency or ambiguity between this Addendum and the Form Contract shall be resolved by

giving precedence to this Addendum.

32. Ownership of Documents and Materials. --Deleted

33. Payments.

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.

34. Penalties/Interest/Attorney's Fees.

The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, IC 5-17-5, IC 34-54-8, and IC 34-13-1.

Notwithstanding the provisions contained in IC 5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

35. Progress Reports. --Deleted

36. Renewal Option. --Deleted

37. Security and Privacy of Health Information. --Deleted

38. 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.

39. Substantial Performance.

This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

40. Taxes.

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

41. Termination for Convenience.

This Contract may be terminated, in whole or in part, by the State 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.

42. Termination for Default.

A. With the provision of thirty (30) days notice to the Contractor, the State may terminate this Contract in whole or in part if the Contractor fails to:

1. Correct or cure any breach of this Contract;
2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;
3. Make progress so as to endanger performance of this Contract; or
4. Perform any of the other provisions of this Contract.

B. If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

C. The State shall pay the contract price for completed supplies delivered and services accepted. The Contractor and the State shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

D. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

43. Travel. --Deleted

44. 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. Neither the State's review, approval or acceptance of, nor payment for, the services required under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the Contractor's negligent performance of any of the services furnished under this Contract.

45. 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, and the Contractor shall grant such request.

46. Federal Funding Information.

- | | |
|---------------------------|------------------------------|
| a) C.F.D.A. Title - | d) Award No. 400361014990080 |
| b) C.F.D.A No. | e) Award Year - 2008 |
| c) Award Name - ELC Grant | f) Federal Agency - |

In contracts funded by the United States Department of Health and Human Services, the Contractor agrees to comply with the provisions of the Code of Federal Regulations (CFR) Title 45 Parts 74, 92, and 96, where applicable.

47. Federal Funds Disclosure Requirements.

The Contractor agrees that when issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs supported in whole or in part by contract funds, they will clearly state a) the percentage of the total costs of the program or project which will be financed with federal money, b) the dollar amount of federal funds for the project or program, as set out in Paragraph 2 of this Contract, and c) the percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources. "Nongovernmental sources" means sources other than state and local governments and federally recognized Indian tribes.

48. Federal Lobbying Requirements.

- A. The Contractor certifies that to the best of its knowledge and belief that no federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, contract, loan, or cooperative agreement, the Contractor shall complete and submit "Disclosure Form to Report Lobbying" in accordance with its instructions.
- C. The Contractor shall require that the language of subparagraphs A) and B) be included in the language of all subcontracts and that all subcontractors shall certify and disclose accordingly.

49. 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 March 2007 OAG/ IDOA *Professional Services Contract Manual*) in any way except for the following clauses:

12. Continuity of Services. --Deleted.

17. Employment Option. --Deleted

24. Insurance.--Deleted

25. Key Person(s).--Deleted

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

32. Ownership of Documents and Materials. --Deleted

35. Progress Reports. --Deleted

36. Renewal Option. --Deleted

37. Security and Privacy of Health Information. --Deleted

43. Travel. --Deleted

The rest of this page is left blank intentionally.

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 his/her 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 Addendum and the Form Contract other than that which appears upon the face hereof.

In Witness Whereof, the Contractor and the State have, through their duly authorized representatives, entered into this Addendum and the Form Contract. The parties, having read and understand the foregoing terms, do by their respective signatures dated below hereby agree to the terms thereof.

Contractor:

By: *Shannon Swalls*
Printed Name: Shannon Swalls
Title: Director of Sales
Date: 5-2-08

Recommended and Approved By:

Lance Rhodes
LANCE RHODES
CHIEF FINANCIAL OFFICER
OPERATIONAL SERVICES COMMISSION
INDIANA STATE DEPARTMENT OF HEALTH

DATE: 5/14/08

Certification of Funds:

Beverly S. Flanagan
BEVERLY S. FLANAGAN
DEPUTY DIRECTOR OF BUSINESS PROCESSES
DIVISION OF FINANCE
OPERATIONAL SERVICES COMMISSION
INDIANA STATE DEPARTMENT OF HEALTH

DATE: May 14, 2008

ock is left blank, a statement must be inserted that
ter from IOT dated ***.

Information Office of Technology Oversight

By: _____
Printed Name: _____
Title: _____
Date: _____

Department of Administration Commission

Carrie Henderson
Carrie Henderson, Commissioner
Date: 5/16/2008

State Budget Agency

Michael F. Compton
Date: 5/20/08

APPROVED as to Form and Legality:
Office of the Attorney General

Stephen Carter FOR
Stephen Carter, Attorney General
Date: 5-21-08

Adam's Mark Indianapolis
Attachment A

1. Provide meeting room space, as outlined in the attached facilities agreement, for the Public Health and Medicine Summit, sponsored by the Indiana State Department of Health (ISDH). Upon providing the meeting space for the Summit, the ISDH will authorize a total payment to the Adam's Mark contractor not to exceed eleven thousand dollars (\$11,000). **Completion date is June 4, 2008.**
2. Provide banquet food and beverages at the Public Health and Medicine Summit on June 4, 2008 for 200 attendees to the Summit. Total cost for food and beverage is estimated at \$5,976.00 based on attendance of 200 people. The actual cost may be higher or lower than \$5,976.00; however, total cost for food and beverage will not exceed \$29.88 per attendee. **Completion date is June 4, 2008.**
3. Provide use of audio-visual equipment at the Public Health and Medicine Summit. Upon providing audio-visual equipment, the ISDH will authorize a total payment to the Adam's Mark contractor not to exceed one thousand five hundred twenty dollars (\$1,520.00). **Completion date is June 4, 2008.**



Adam's Mark Indianapolis
2544 Executive Drive
Indianapolis, IN 46241

GROUP SALES CONTRACT

Date Prepared: February 29, 2008	Hotel Contact: SHANNON SWALLS
Group Name: INDIANA DEPARTMENT OF HEALTH	Hotel Phone: 317-248-2481
Group Contact: Mr. Tom Duszynski	Hotel Fax: 317-248-0187
	Event Dates: June 3, 2008 - June 4, 2008
Address: 2 North Meridian 5 K Indianapolis, IN 46204	
E-Mail: tduszyns@isdh.in.gov	
Phone: (317) 233-7009	

INDIANA DEPARTMENT OF HEALTH and Adam's Mark Hotel agree that once this contract is accepted, INDIANA DEPARTMENT OF HEALTH will hold an event at the Adam's Mark Hotel Indianapolis ("Hotel").

1. GUEST ROOM BLOCK

Once this contract is accepted, we will remove from our inventory and consider sold to you INDIANA DEPARTMENT OF HEALTH for your use room nights pursuant to the following arrival and departure pattern:

	Single
Tue 06/03	40
Wed 06/04	10

TOTAL ROOM NIGHTS: 50

2. GUEST ROOM RATES:

Room	Single Rate
Deluxe Double	\$ 97.00
Handicapped Double	\$ 97.00
Deluxe King	\$ 97.00

Room rates quoted above are non-commissionable, net rates and subject to tax, which is currently 15%.

Your group rates will be honored for your attendees three (3) days before group arrival and three (3) days after group departure based on availability.

3. ROOM RESERVATION PROCEDURES & CHECK-IN / CHECK-OUT

Once this contract is accepted, we will be holding your contracted guest room block for the use of your attendees.

In order to assign individuals to specific rooms, room reservations will be required. We understand that your guests will be phoning in their reservation requests to the following number, **1-800-444-2326**. It is important that each of your guests contact the Hotel at least thirty days prior to your arrival date and identify themselves as part of your Group, and provide us with the guest name, requested type of room, requested bed type (i.e. king, double/double, queen, twin or suites) check-in and check-out dates and VIP status. Any requests for special room arrangements should be indicated on the rooming list. The Hotel does not confirm reservations in writing.

Thirty days prior to your arrival date shall be the "Reservations Due Date." At your Reservations Due Date, all room nights which have not been reserved as described above will be deemed to be room nights which your group will not use, and they will become subject to the attrition provisions herein and returned to the hotel's general inventory. Reservation requests from your attendees received less than **thirty** days prior to your arrival date will be accepted on a space available basis, at the higher of the contract rate or rate available at that time. Should such requests be accepted, such room nights will be credited to your block for purposes of any calculation of attrition.

Guest accommodations will be available at 4:00 pm on arrival day and reserved until 12:00 noon on departure day. Any attendee wishing special consideration for late checkout should inquire at the front desk on the day of departure.

4. COMMITTED FOOD & BEVERAGE / MEETING REQUIREMENTS

The hotel will provide all of the function space you described below for a fee of **\$11,000**. Please ensure that the schedule below includes all space necessary to accommodate set-up and break-down times, all audio-visual needs, head tables and displays.

5. SCHEDULE OF EVENTS

Date	Start Time	End Time	Description	Setup	Agr	Room Rental
6/3/2008	11:00 AM	05:00 PM	Meeting (3 @ 50 ppl ea)	Classroom Style	250	\$ 5,500.00
6/3/2008	11:00 AM	05:00 PM	Breakouts (2 @ 50 each)	Classroom Style	100	
6/4/2008	07:00 AM	05:00 PM	Meeting (4 @ 50 eac)	Classroom Style	250	\$ 5,500.00
6/4/2008	07:00 AM	05:00 PM	Breakouts (2 @ 50 ea)	Classroom Style	100	
6/4/2008	07:00 AM	05:00 PM	Breakout	Classroom 2/6 Foot	40	
6/4/2008	11:00 AM	01:00 PM	Lunch	Rounds of 10	250	

6. COMMITTED REVENUE FIGURES

Upon acceptance of this contract, the hotel is holding **50** room nights for your use over the contracted dates, totaling revenues of **\$4,300**. Planned banquet food and beverage revenue is **\$3,987.50**. All revenue figures are net and not inclusive of taxes, service charge or commissions. All food, beverage and function room rental is subject to a **20%** service charge plus current sales tax.

7. ATTRITION AND CANCELLATION

Because of the short time between now and your event, you agree that the hotel will be damaged if the revenues received from your event do not meet the revenues in the previous paragraph, as the hotel will be unlikely able to resell the rooms and services being held in this contract. Therefore, you agree that in the event the revenues received are lower than the "Committed Revenue Figures," you will pay to the hotel, as liquidated damages, an amount equal to the difference between **90%** of the committed room revenue and actual room revenue, and the difference between **90%** of the committed food and beverage revenue and actual food and beverage revenue.

If your group cancels the event, or terminates this contract, you agree that the hotel will be damaged, and that those damages will be difficult to quantify. Therefore, you agree that if you cancel your event or terminate your contract, you will pay to the hotel, as liquidated damages, an amount equal to **90%** of the "Committed Revenue Figures."

8. MASTER ACCOUNT AND DEPOSIT SCHEDULE

If direct billing is requested, please complete the enclosed credit application and return it to our Accounting Department 90 days prior to arrival or no less than 48 hours after this contract is signed, so that we may attempt to approve credit for your meeting. In the event that credit is not requested or is not approved, 50% pre-payment of your total estimated Master Account will be due 21 days prior to your arrival, with the remaining 50% balance due 2 business days prior to arrival. Under such circumstance, failure to remit the appropriate pre-payment on a timely basis will be considered a cancellation by the Group and the Group shall be liable for amounts as described in the cancellation provisions.

The following items shall be charged to your group account: **service charges, banquet food and beverage charges, attrition charges, meeting space rental charges (if any), cancellation charges**, and any other charges billed to the group account at the request of the authorized representative of the group, as designated by

the group in advance of the meeting. Twenty-one days before your event, a payment of 50% of the estimated group account charges is due to the hotel. The balance of the group account must be paid immediately at the end of your event. Any balance not paid within 10 days after your event will bear interest at the lower of the rate of 1.5% per month, compounded monthly, if permissible by law, or the highest rate permissible by law. Should the hotel deem collection action necessary in regard to outstanding balances, all costs associated with that collection action, including attorney's fees, shall be added to the group account and paid by you.

Individuals are responsible for **sleeping rooms, tax, and incidentals** on own. Individual guest accounts are payable at check-out by cash or credit card.

9. ADDITIONAL TERMS AND CONDITIONS

Attached hereto are additional terms and conditions relating to this contract, which are made a part of this Contract by this reference. Your signature at the bottom of the additional terms and conditions is your representation that you have read them and that they are included as a part of this contract.

10. AUTHORITY

The persons signing the agreement on behalf of Hotel and INDIANA DEPARTMENT OF HEALTH each warrant that they are authorized to make agreements and to bind their principals to this agreement.

This contract shall be deemed accepted only after it has been signed by a representative of the group and thereafter signed by a representative of the hotel.

We look forward to working with you towards a **reMARKable** meeting!

By INDIANA DEPARTMENT OF HEALTH's authorized representative:

Date: _____

INDIANA DEPARTMENT OF HEALTH

By the Hotel's authorized representative:



Shannon Swalls
Director of Sales

Date: 4-1-08

Date: _____

Hal Leonard
General Manager

ADDITIONAL TERMS AND CONDITIONS

CHECK-IN / CHECK-OUT

Guest accommodations will be available at 4:00 pm on arrival day and reserved until 12:00 noon on departure day. Any attendee wishing special consideration for late checkout should inquire at the front desk on the day of departure.

It is our understanding that your guests will pay their own account upon departure. When reservations are made, we will require a deposit equal to the room rate and tax for the first night for each reservation. An individual's deposit is refundable to that individual if the Hotel receives notice of an individual's cancellation at least 72 hours prior to scheduled arrival, though this shall have no bearing upon the Group's total liability pursuant to either the attrition or cancellation clauses herein. Upon check-in, each guest will be required to present a valid credit card, on which an amount of sufficient pre-authorization can be obtained to cover the room and tax charges for the length of the guest's stay, plus the anticipated use of the Hotel's ancillary services. Should any guest not settle his or her account in full upon departure, the Group will be responsible for those charges.

"Should any guest not settle his or her account in full upon departure, the Group will provide accurate and current name, address and telephone information for such guest. If Group fails or is unable to provide such information, Group agrees to be responsible for those charges."

AUDIO-VISUAL EQUIPMENT

Comprehensive audio visual support services, production, sound, lighting and video are owned and provided by the Hotel. It is agreed that Adam's Mark Audio Visual (AMAV) will provide all AV related services used in the hotel. An AMAV representative will be assigned to assist with the audio visual and product details of your meeting. Use of any outside vendor or equipment requires prior written approval of the Hotel's General Manager, and will be subject to a service charge based on the hotel's published rental value of the equipment.

AMAV is the exclusive provider of all rigging services, labor, electrical chain hoists and rigging hardware for the Hotel. Additionally, AMAV maintains exclusive control over all connections to house audio, lighting, data and electrical systems, and exclusive control over all signs, banners, decorations, or balloon drops suspended in the hotel. Specific guidelines are enforced. Appropriate charges will apply.

INSURANCE AND INDEMNIFICATION

Hotel and INDIANA DEPARTMENT OF HEALTH each agree to carry and maintain and provide evidence of liability and other insurance in amounts sufficient to provide coverage against any claims arising from any activities arising out of or resulting from the respective obligations pursuant to this contract. Group's insurance policy shall name the Hotel as an additional insured. Damage to the Hotel premises by the Group or appointed contractors will be at the Group's responsibility.

The Hotel shall indemnify, defend and hold harmless the Group and its officers, directors, partners, agents, members and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney's fees (collectively "Claims") arising out of or caused by the Hotel's negligence in connection with the provision of services or the use of the Hotel facilities. The Hotel shall not have waived or be deemed to have waived, by reason of this paragraph, any defense that it may have with respect to such claims.

The Group shall indemnify, defend and hold harmless the Hotel and its officers, directors, partners, agents, members and employees from and against any and all demands, claims, damages to persons or property, losses and liabilities, including reasonable attorney's fees (collectively "Claims") arising out of or caused by the Group's negligence and/or its members' negligence in connection with the use of the Hotel facilities. The Group shall not have waived or be deemed to have waived, by reason of this paragraph, any defense that it may have with respect to such claims.

OUTSIDE CONTRACTORS

The Hotel reserves the right to approve all outside contractors hired for use by the Group in the Hotel and to charge a fee for outside services brought into the Hotel. The Group and/or outside contractor must provide proof of worker's compensation insurance for employees who will work on Hotel premises and proof of adequate general liability coverage for the Group and/or outside contractors' activities while on Hotel's premises.

UTILITIES AND SIGNAGE

Utilities: All electrical services and utilities, including phone and riggings, are contracted through the Hotel's Convention Services Department. Electrical service order forms are available through the Convention Services Department and should be returned 15 days prior to the event.

Signage: All signs must be professionally printed and their placement and posting be pre-approved by the Convention Services Department. Nothing shall be posted, nailed, screwed or otherwise attached to walls, floors, or other parts of the building or furniture. Distribution of gummed stickers or labels is strictly prohibited.

MISCELLANEOUS PROVISIONS

This contract is made and to be performed in Indianapolis, Indiana, and shall be governed by and construed in accordance with Indiana law. By executing this agreement, INDIANA DEPARTMENT OF HEALTH consents to the exercise of personal jurisdiction over it by the courts of the State of Indiana. The Hotel is not responsible for any loss or damage, no matter how caused, to any samples, displays, properties, or personal effects brought into the Hotel. This contract is the entire agreement between the parties, superseding all prior proposals both oral and written, negotiations, representations, commitments and other communications between the parties, and may only be supplemented or changed in writing, signed by a representative of the group and the hotel's General Manager. No representative of the Hotel has been or is authorized to make any representation which varies from the express terms of this contract, though this contract may be supplemented or amended in writing. In the event of litigation arising from or associated with this contract, the parties agree that the prevailing party therein shall recover its attorneys' fees and costs incurred therein. Any legal action in connection with this agreement shall be brought or maintained only in the courts of the State of Indiana, and only in Marion County. No food and/or beverage of any kind will be permitted to be brought into the hotel by the group or any of the group's guests.

I have read these terms and conditions and agree that they are included as a part of the attached contract.

By INDIANA DEPARTMENT OF HEALTH's authorized representative:

Date: _____

INDIANA DEPARTMENT OF HEALTH