

**CONTRACT BETWEEN THE STATE AND A
STATE EDUCATIONAL INSTITUTION
#0000000000000000000101714**

This Contract (the "Contract"), entered into by and between INDIANA DEPARTMENT OF HEALTH (the "State") and THE TRUSTEES OF INDIANA UNIVERSITY (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.

- A. The State Educational Institution shall provide the services relative to this Contract set forth in **Attachment A**, attached hereto and incorporated fully herein (collectively, the "Services").
- B. Time is of the essence in connection with the performance of the Services.

2. Consideration; Purpose of this Contract; Funding Source. The State Educational Institution will be paid \$46,204.00 for performing the duties set forth above. Total remuneration under this Contract shall not exceed \$46,204.00.

The purpose of this Contract is to enable the State to award a Contract of \$46,204.00 (the "Contract") to the State Educational Institution for eligible costs of the services or project (the "Project") described in **Attachments A and B** of this Contract Agreement, which are incorporated fully herein. The funds shall be used exclusively in accordance with the provisions contained in this Contract and in conformance with Indiana Code § 16-41-42.2-3 establishing the authority to make this Contract, as well as any rules adopted thereunder. The funds received by the State Educational Institution pursuant to this Contract shall be used only to implement the Project or provide the services in conformance with this Contract and for no other purpose.

FUNDING SOURCE:

If Federal Funds: Program Name per Assistance Listings:

_N/A_____

Assistance Listings # _N/A_____

If State Funds: Program Title _Trauma and Injury Prevention_____

3. Term. This Contract shall be effective for a period of one (1) year. It shall commence on July 01, 2026 (the "Effective Date") and shall remain in effect through June 30, 2027 (collectively, the "Term").

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 term, 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.

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 provisions of 2 C.F.R. 200.

The State considers the State Educational Institution to be a "Contractor" under 2 C.F.R. 200.331 for purposes of this Contract. However, if it is determined that the State Educational Institution is a "subrecipient" and if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements), the State Educational Institution shall arrange for a financial and compliance audit which complies with 2 C.F.R. 200.500 *et seq.*

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.* and the regulations promulgated thereunder. **If the State Educational Institution has knowledge, or would have acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the State Educational Institution shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Contract.** 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 Inspector General's 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, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

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. Pursuant to IC § 5-22-3-1, the State and the State Educational Institution shall act in good faith in connection with the performance or administration of or any negotiations undertaken in accordance with or with respect to this Contract.

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) 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.

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. In the event that any dispute arises 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. 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. In any event the State Educational Institution agrees that, notwithstanding the existence of a dispute, 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. Any payments that the State may delay, withhold, deny, or apply under this subparagraph shall not be subject to penalty or interest, except as permitted by IC § 5-17-5.

C. If the parties are unable to resolve a contract dispute between them after good faith attempts to do so, a dissatisfied party shall submit the dispute to the Commissioner of the Indiana Department of Administration (the "IDOA") for resolution, except as otherwise provided in the Funding Cancellation and Termination for Convenience paragraphs. The dissatisfied party shall give written notice to the Commissioner of the IDOA (the "Commissioner") and the other party. The notice shall include: (1) a description of the disputed issues, (2) the efforts made to resolve the dispute, and (3) a proposed resolution. The Commissioner shall promptly issue a Notice setting out documents and materials to be submitted to the Commissioner in order to resolve the dispute. The notice may also afford the parties the opportunity to make presentations and enter into further negotiations. Within thirty (30) business days of the conclusion of the final presentations, the Commissioner shall issue a written decision and furnish it to both parties. The Commissioner's decision shall be the final and conclusive administrative decision unless either party serves on the Commissioner and the other party, within ten business days after receipt of the Commissioner's decision, a written request for reconsideration and modification of the written decision. If the Commissioner does not modify the written decision within thirty (30) business days, either party may take such other action helpful to resolving the dispute, including submitting the dispute to an Indiana court of competent jurisdiction. If the parties accept the Commissioner's decision, it may be memorialized as a written amendment to this Contract if appropriate.

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.

E. With the written approval of the Commissioner, the parties may agree to forego the process described in subparagraph C, relating to submission of the dispute to the Commissioner.

F. This paragraph shall not be construed to abrogate provisions of IC § 4-6-2-11 in situations where dispute resolution efforts lead to a compromise of claims in favor of the State as described in that statute. In particular, releases or settlement agreements involving releases of legal claims or potential legal claims of the State should be processed consistent with IC § 4-6-2-11, which requires approval of the Governor and Attorney General.

15. Employment Eligibility Verification. As a condition precedent to entering this Contract, and as required by IC § 22-5-1.7 and Executive Order 25-29, the State Educational Institution swears

or affirms under the penalties of perjury that the State Educational Institution has not knowingly employed, and will not knowingly employ, an unauthorized alien. The State Educational Institution further affirms that:

- A. The State Educational Institution has enrolled in, and verified the work eligibility status of all his/her/its employees through, the E-Verify program as defined in IC § 22-5-1.7-3. The State Educational Institution is not required to participate should the E-Verify program cease to exist. Additionally, the State Educational Institution is not required to participate if the State Educational Institution is self-employed and does not employ any employees.
- B. The State Educational Institution has not knowingly employed or contracted with, and shall not knowingly employ or contract with, an unauthorized alien. The State Educational Institution has not retained, and shall not retain, an employee, and has not contracted and shall not contract with a person, that the State Educational Institution subsequently learned or learns is an unauthorized alien.
- C. The State Educational Institution has required and shall require his/her/its subcontractors, who perform work under this Contract, to certify to the State Educational Institution that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The State Educational Institution agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor and to provide any and all such certifications to the State promptly upon request.

The State may terminate this agreement for default if the State Educational Institution fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

16. 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.

17. 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 or as soon as is reasonably possible under the circumstances 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.

18. Funding Cancellation.

- A. As required by Financial Management Circular 3.3 and IC § 5-22-17-5, 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. The date of such written determination shall be the effective date of the cancellation.

19. 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.

20. 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.

21. 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.

22. Indiana Veteran Owned Small Business Enterprise Compliance. Award of this Contract was based, in part, on the Indiana Veteran Owned Small Business Enterprise ("IVOSB") participation plan, as detailed in the IVOSB Subcontractor Commitment Form, commonly referred to as "Attachment A-1" in the procurement documentation and incorporated by reference herein. Therefore, any changes to this information during the Contract term must be approved by IDOA's Division of Supplier Diversity and may require an amendment. It is the State's expectation that the State Educational Institution will meet the subcontractor commitments during the Contract term. The following certified IVOSB subcontractor(s) will be participating in this Contract:

IVOSB	PHONE	COMPANY NAME and Contact's email	SCOPE OF PRODUCTS and/or SERVICES	UTILIZATION DATES	PERCENT
Not Applica ble					

A copy of each subcontractor agreement must be submitted to the Division of Supplier Diversity within thirty (30) days of the effective date of this Contract. The subcontractor agreements may be uploaded into Pay Audit (Indiana's subcontractor payment auditing system), emailed to IndianaVeteransPreference@idoa.IN.gov, or mailed to IDOA, 402 W. Washington Street, Room W-462, Indianapolis, IN 46204. Failure to provide a copy of any subcontractor agreement may be deemed a violation of the rules governing IVOSB procurement and may result in sanctions allowable under 25 IAC 9-5-2. Requests for changes must be submitted to IndianaVeteransPreference@idoa.IN.gov for review and approval before changing the participation plan submitted in connection with this Contract.

The State Educational Institution shall report payments made to certified IVOSB subcontractors under this Contract on a monthly basis using Pay Audit. The State Educational Institution shall notify subcontractors that they must confirm payments received from the State Educational Institution in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at: www.in.gov/idoa/mwbe/payaudit.htm. The State Educational Institution may also be required to report IVOSB certified subcontractor payments directly to the Division of Supplier Diversity, as reasonably requested and in the format required by the Division of Supplier Diversity.

The State Educational Institution's failure to comply with the provisions in this clause may be considered a material breach of the Contract.

23. Information Technology Enterprise Architecture Requirements. If this Contract involves information technology-related products or services, the State Educational Institution agrees that all such products or services are compatible with any of the technology standards found at <https://www.in.gov/iot/policies-procedures-and-standards/> that are applicable, including the assistive technology standard. The State may terminate this Contract for default if the terms of this paragraph are breached.

24. Minority and Women's Business Enterprises Compliance.
Award of this Contract was based, in part, on the Minority and/or Women's Business Enterprise ("MBE" and/or "WBE") participation plan as detailed in the Minority and Women's Business Enterprises Subcontractor Commitment Form, commonly referred to as "Attachment A" in the procurement documentation and incorporated by reference herein. Therefore, any changes to this information during the Contract term must be approved by Division of Supplier Diversity and may require an amendment. It is the State's expectation that the State Educational Institution will meet the subcontractor commitments during the Contract term.

The following Division of Supplier Diversity certified MBE and/or WBE subcontractors will be participating in this Contract:

MBE/ WBE	PHONE	COMPANY NAME and Contact's email	SCOPE OF PRODUCTS and/or SERVICES	UTILIZATION DATES	PERCENT
Not Applicable					

A copy of each subcontractor agreement must be submitted to the Division of Supplier Diversity within thirty (30) days of the effective date of this Contract. The subcontractor agreements may be uploaded into Pay Audit (Indiana's subcontractor payment auditing system), emailed to MWBECompliance@idoa.IN.gov, or mailed to Division of Supplier Diversity, 402 W. Washington Street, Room W-462, Indianapolis IN 46204. Failure to provide a copy of any subcontractor agreement may be deemed a violation of the rules governing MBE/WBE procurement and may result in sanctions allowable under 25 IAC 5-7-8. Requests for changes must be submitted to MWBECompliance@idoa.IN.gov for review and approval before changing the participation plan submitted in connection with this Contract.

The State Educational Institution shall report payments made to Division of Supplier Diversity certified subcontractors under this Contract on a monthly basis using Pay Audit. The State Educational Institution shall notify subcontractors that they must confirm payments received from the State Educational Institution in Pay Audit. The Pay Audit system can be accessed on the IDOA webpage at: www.in.gov/idoa/mwbe/payaudit.htm. The State Educational Institution may also be required to report Division of Supplier Diversity certified subcontractor payments directly to the Division, as reasonably requested and in the format required by the Division of Supplier Diversity.

The State Educational Institution's failure to comply with the provisions in this clause may be considered a material breach of the Contract.

25. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically 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:

A. 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"). The 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 subparagraph may be regarded as a material breach of this Contract, including for purposes of Indiana Code § 5-11-5.5-2, 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.

B. State Educational Institution covenants that it does not and shall not operate any programs or engage in any practices promoting Diversity, Equity, and Inclusion (DEI), or other similar goals, that violate Indiana or Federal Civil Rights Laws by treating a person differently on the basis of race or sex, such as by considering race or sex when making recruitment, hiring, disciplinary, promotion, or employment decisions; requiring employees to participate in training or educational programs that employ racial or sex stereotypes; or attempting to achieve racial or sex balancing in the State Educational Institution's workforce. The Parties agree that a breach of this subparagraph is a material breach of this Contract, including for purposes of Indiana Code § 5-11-5.5-2, 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.

26. Notice to Parties.

A. i. Whenever any notice, statement, request, consent or other communication is required under this Contract (each, a "Notice"), it shall be effective only if it is in writing and: (a) personally delivered; or (b) sent by: (I) email; (II) first class U.S. mail service; or (III) a nationally recognized overnight delivery service, with delivery confirmed and costs of delivery being prepaid; to the following addresses, or to such other address or addresses as shall be furnished in writing by any party to the other party.

ii. Notices to the State shall be sent to:
Indiana Department of Health
ATTN: Contract and Audit Section
2 North Meridian Street
Indianapolis, IN 46204
E-mail: idocontracts@health.in.gov

iii. Notices to the State Educational Institution shall be sent to:
The Trustees of Indiana University
ATTN: Office for Research Administration
509 East Third Street
Bloomington, IN 47401
E-mail: IUaward@iu.edu

iv. Unless the sending party has actual knowledge that a Notice was not received by the intended recipient, a Notice shall be deemed to have been given as of the date (a) when personally delivered; (b) when sent in the case of an email properly addressed; (c) three (3) days after the date deposited with the United States mail properly addressed; or (d) the next day when

delivered during business hours to an overnight delivery service, properly addressed and prior to such delivery service's cut off time for next day delivery. The parties acknowledge that Notices delivered by facsimile shall not be effective.

B. 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 State Comptroller.

27. 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, (3) RFP #_N/A____, (4) State Educational Institution's response to RFP #_N/A____, and (5) attachments prepared by the State Educational Institution. All attachments, and all documents referred to in this paragraph, are hereby incorporated fully by reference.

28. Payments. All payments shall be made thirty five (35) days in arrears in conformance with State fiscal policies and procedures and, as required by IC § 4-13-2-14.8, the direct deposit by electronic funds transfer to the State Educational Institution in writing. 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.

29. 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.

30. 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.

31. 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.

32. Termination for Convenience.

A. This Contract may be terminated, in whole or in part, by the State, which shall include and is not limited to the IDOA and the State Budget Agency whenever, for any reason, the State determines that such termination is in its best interest. Termination of the delivery of supplies, if any, or the rendering of Services shall be effected by delivery to the State Educational Institution of a termination notice at least thirty (30) days prior to the effective date of termination, specifying the extent to which the delivery of such supplies and the performance of such Services under such termination becomes effective. In connection with the delivery of such termination notice, the State shall send a copy thereof to the Commissioner.

B. The State Educational Institution shall be compensated for supplies properly delivered, if any, and Services properly rendered prior to the effective date of termination. The State will not be liable for supplies delivered or Services performed after the effective date of termination. The State Educational Institution and the State shall agree on the amount of payment for such supplies delivered and accepted and for the protection and preservation of the property. 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. The State Educational Institution shall be compensated for supplies properly delivered and Services provided in accordance with this Contract, but in no case shall the 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 any such supplies or Services were canceled

only in part prior to the original termination date. Failure to agree on any item in this subparagraph constitutes a dispute under the Disputes paragraph.

- C. For the purposes of this paragraph, the parties stipulate and agree that IDOA shall also be deemed to be a party to this Contract with authority to terminate the same for convenience when such termination is determined by the Commissioner to be in the best interests of the State. With the exception of any item in subparagraph B, no other item in this paragraph shall constitute a dispute under the Disputes paragraph.
- D. The rights and remedies of the State in this paragraph are in addition to any other rights and remedies provided by law or equity or under this Contract.

33. Termination for Default.

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

- i. correct or cure any breach of this Contract; the time to correct or cure the breach may be extended beyond thirty (30) days if the State determines progress is being made and the extension is agreed to by the parties;
- ii. deliver the supplies, if any, or perform the Services within the time specified in this Contract or any extension thereof;
- iii. make progress so as to endanger performance of this Contract; or perform any of the other provisions of this Contract.

In connection with the delivery of such notice, the State shall send a copy thereof to the Commissioner.

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

C. The State shall pay the contract price for supplies properly delivered, if any, and Services accepted. The State Educational Institution and the State shall agree on the amount of payment for supplies delivered and accepted and for the protection and preservation of the property. 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. The State Educational Institution shall be compensated for supplies properly delivered and Services herein provided, but in no case shall the 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 any such supplies or Services were canceled only in part prior to the original termination date.

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

34. Travel. No expenses for travel will be reimbursed unless specifically authorized by this Contract. Permitted expenses will be reimbursed at the rate paid by the State and in accordance with the *Indiana Department of Administration Travel Policy and Procedures* in effect at the time the expenditure is made. Out-of-state travel requests must be reviewed by the State for availability of funds and for conformance with *Travel Policy* guidelines.

35. 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

36. Warranty. The State Educational Institution warrants and guarantees that the Services provided pursuant to this Contract shall conform in all material respects with the specifications set forth in paragraph 1.A of this Contract, and will be: (A) free of any claim of infringement, misappropriation, unfair competition, or violation of any third party intellectual property right; (B) created and delivered in accordance with applicable laws and industry standards and practices; and (C) fully tested in accordance with the State's quality assurance testing process, if applicable. This warranty will extend for a period of one year from the date of the completion of Services. All work not conforming to this Contract and related specifications may be considered defective. The warranties and guarantees provided in this paragraph and elsewhere in this Contract, if any, shall be in addition to and not in limitation of any other warranty or guarantee or remedy provided in this Contract or otherwise prescribed by law. In addition to the State's quality assurance testing process, if applicable, the State Educational Institution, with representatives of the State, shall, at the discretion of the State, review the work completed nine (9) months after the date of the completion of Services to determine any work not in compliance with the Contract. The State Educational Institution shall correct such non-complying work prior to the expiration of the one-year warranty.

37. 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.

38. Amendments.

No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties hereto. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto. Any alterations or amendments, except a change between budget categories which requires the prior written consent of a duly authorized representative of the State, shall be subject to the contract approval procedure of the State.

39. State Boilerplate Affirmation Clause. The State Educational Institution affirms under the penalties of perjury that it has not altered, modified, changed or deleted the State's standard contract clauses (as contained in the *most current State of Indiana SCM Template*) in any way except as follows: _____

2. Consideration; Purpose of this Contract; Funding Source-Modified.

18. Funding Cancellation-Modified.

38. Amendments-Added.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the State Educational Institution, or that the undersigned is the properly authorized representative, agent, member or officer of the State Educational Institution. Further, to the undersigned's knowledge, neither the undersigned nor any other member, 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. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the State Educational Institution attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database: <https://secure.in.gov/apps/idoa/contractsearch/>.

In Witness Whereof, the 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 agree to the terms thereof.

THE TRUSTEES OF INDIANA UNIVERSITY

Signed by:
By: *Jennifer Garcia*
5A92115DAE984E1...

Title: Contract Officer, IU NR238032

Date: 7/13/2026 | 15:14 EDT

INDIANA DEPARTMENT OF HEALTH

Signed by:
By: *Eldon Whitstone*
6A717EDA43C946C...

Title: Assistant Commissioner

Date: 7/13/2026 | 15:52 EDT

Electronically Approved by: Department of Administration By: _____ (for) Brandon Clifton, Commissioner	
Electronically Approved by: State Budget Agency By: _____ (for) Chad Ranney, State Budget Director	Electronically Approved as to Form and Legality by: Office of the Attorney General By: _____ (for) Theodore E Rokita, Attorney General

Attachment A
The Trustees of Indiana University (Indianapolis Campus) for the Indiana
Clinical and Translational Sciences Institute (CTSI)
7/1/2026 to 6/30/2027

For Spinal Cord and Brain Injury activities the Indiana Clinical and Translational Sciences Institute will:

- Provide advice, and coordinate the construction, approval and posting of two RFAs (Request for Application).
- Provide one point of access for the Indiana neuroscience community and the work of the IDOH's activities.
- Provide a mechanism for the posting and broad (across the state) dissemination of both funding opportunities and assist in the marketing of those opportunities to appropriate agencies.
- Provide electronic solution for submission and acceptance of applications that allows for specific data collection points and that ensures access, security, and coordination across the state.
- Solicit and manage applications.
- Work with applicants to ensure completeness.
- Select and secure reviewers with appropriate expertise for each RFA including activity-based rehabilitation models, early commercialization projects with SCI or TBI focus and all aspects of research involving SCI and TBI from basic and clinical to community dissemination.
- Provide review materials, criteria, and training to ensure adequate, consistent review process.
- Manage two review meetings including honorariums.
- Provide cloud-based storage system and access to appropriate staff and ISCBIR Board members that is HIPPA compliant.
- Manage communication between IDOH and applicants.
- Serve as liaison for contract, progress report, invoice and no cost extension process and questions between awarded institutions and IDOH.
- Implement/solicit, and manage progress reporting that collects required information at appropriate intervals and obtain IDOH approvals of such.
- Manage no cost extension process, including approval process, for appropriate awardees prior to contract expiration, including notification of need.
- Manage reporting process to the IDOH Trauma and Injury Prevention Department.

- Provide review reports and annual reports of activities to the IDOH, incorporating previous year's data for a cumulative, comprehensive, ongoing assessment. This includes outcomes reporting pulled from progress reports in the Indiana CTSI's grants management software.

For the TRAUMA CARE COMMISSION, the Indiana Clinical and Translational Sciences Institute will:

- Provide one point of access for the work of the TCC.
- Continue to provide a mechanism for the posting and dissemination of the funding opportunity and assist in the marketing of those opportunities to appropriate agencies.
- Provide electronic solution for submission and acceptance of applications that allows for specific data collection points and that ensures access, security, and coordination across the state.
- Manage applications and work with applicants to ensure completeness.
- Manage communication between IDOH, applicants and the TCC.
- Assist with managing progress reporting communications at appropriate intervals.
- Assist with the construction of a final report of activities to the TCC, incorporating all data for a cumulative and comprehensive assessment.

Evaluation and reporting requirements

CTSI must: 1) participate in the evaluation of this program; and 2) provide periodic oral updates, as requested by IDOH.

Attachment B

Name of Organization: The Trustees of Indiana University (Indianapolis Campus) for the Indiana Clinical and Translational Sciences Institute (CTSI)

Program Description: Provide Administrative Support to the IDOH

Salaries and Wages and Fringe Benefits will be divided between five (5) staff positions at the CTSI for administrative services. Consultants' fees consist of honoraria for panel members (\$400 each), co-chairs (\$800 each), and a chair (\$800). Other Operating represents the cost for facility rental.

Budget Period: 7/1/2026 to 6/30/2027

Categories	7/1/2025-6/30/2026
Salaries and Wages	\$18,484
Fringe Benefits	\$6,320
Consultants	\$19,200
Contractual	\$0
Supplies	\$0
Equipment	\$0
Travel	\$0
Other Operating	\$2,200
Total Budget	\$46,204

Total Contract Amount: \$46,204