

**MINUTES OF THE MEETING OF
THE INDIANA STATE ETHICS COMMISSION
January 12, 2022**

I. Call to Order

A regular meeting of the State Ethics Commission (“Commission”) was called to order at 10:00 a.m. Commission members present were Katherine Noel, Chair; Sue Anne Gilroy; and John Krauss. Office of Inspector General (OIG) staff present included David Cook, Inspector General; Tiffany Mulligan, Chief of Staff and Chief Legal Counsel; Sean Gorman, State Ethics Director; Mark Mitchell, Director of Investigations; Mark Mader, Staff Attorney; Doreen Clark, Staff Attorney; and Mike Lepper, Special Agent.

Others present were Jessica Keyes, Ethics Officer, Family and Social Services Administration; Beth Green, General Counsel and Ethics Officer, Indiana Department of Workforce Development; George Dremonas, Ethics Officer, Indiana Department of Financial Institutions; Mattheus Mitchell, Compliance and Ethics Specialist, Indiana Department of Revenue; Keith Beesley, General Counsel, Indiana State Personnel Department; Maureen Webber, Early Learning Advisory Committee Chair, Family and Social Services Administration.

II. Adoption of Agenda and Approval of Minutes

Commissioner Krauss moved to adopt the agenda, Commissioner Gilroy seconded the motion, and the Commission passed the agenda (3-0).

Commission Chair Noel moved to approve the Minutes of the December 8, 2022, Commission Meeting, and Commissioner Krauss seconded the motion, which passed (2-0). Commissioner Gilroy abstained as she was not present at the December 8, 2022 meeting.

III. Request for Formal Advisory Opinion

2022-FAO-002

Maureen Weber, Chair, Early Learning Advisory Committee, Office of Early Childhood and Out of School Learning

Jessica Keyes, General Counsel and Ethics Officer
Family and Social Services Administration

Commissioner Gilroy moved that the Commission decline to issue an opinion upon learning that the request involved past conduct. Commissioner Krauss seconded the motion which passed (3-0).

IV. Consideration of the Final Report

In the Matter of Courtney Creasey
Case Number 2022-06-0168

State Ethics Director Sean Gorman presented the Final Report regarding the Agreed Settlement in the Matter of Courtney Creasey for approval, which was signed by all Commissioners present.

V. Consideration of the Final Report

In the Matter of Bridget Murphy

Case Number 2020-05-0143

State Ethics Director Sean Gorman presented the Final Report regarding the Agreed Settlement in the Matter of Bridget Murphy for approval, which was signed by all Commissioners present.

VI. Consideration of Agreed Settlement

In the Matter of John L. Galipeau

Case Number 2020-02-0030

Tiffany Mulligan, Chief of Staff and Chief Legal Counsel

OIG

Tiffany Mulligan presented the proposed Agreed Settlement in this matter to the Commission for their approval.

Commission Chair Noel moved to approve the Agreed Settlement, and Commissioner Gilroy seconded the motion, which passed (3-0).

VII. OIG Summary of Past Agreed Settlements

Tiffany Mulligan, Chief of Staff and Chief Legal Counsel, OIG

OIG Chief of Staff and Chief Legal Counsel Tiffany Mulligan presented information to the Commission regarding previous Agreed Settlements brought before the Commission on ethics cases. Ms. Mulligan explained the factors the OIG considers when proposing and negotiating an Agreed Settlement, including but not limited to, whether the Respondent admits to the violation, the egregiousness of the violation, harm to the public, how the settlement is perceived by other state employees and special state appointees, and the certainty of the result.

VIII. Ethics Director's Report

State Ethics Director Sean Gorman reported that OIG has issued 24 IAOs since the December SEC meeting. The IAOs mostly dealt with Post-Employment, Outside Employment, Conflicts of Interest, Nepotism, and Gifts.

Director Gorman also provided an update on the upcoming Ethics Officer Roundtable events for 2023. The OIG has scheduled four events to provide an opportunity for agency ethics officers to discuss challenges, experiences, and questions in their roles. Director Gorman will be there to facilitate discussion, but the plan is to have the meeting topics be driven by the ethics officers themselves and to be able to take questions and feedback for the OIG and the State Ethics

Commission. Director Gorman also explained how the OIG takes time to meet with new agency appointing authorities with an introduction about the OIG and Ethics Commission.

He continued that the OIG is monitoring relevant legislative items now that the General Assembly has started their first 2023 session. Director Gorman also provided that OIG staff will be monitoring the legislative session for any proposed bills that may impact OIG or SEC concerns.

Finally, Director Gorman reported that the annual Financial Disclosure Statement filing period began at the beginning of January. Required state personnel are required to file a Disclosure with the OIG by February 1, 2023. OIG Legal Assistant Nathan Baker is coordinating the filing period effort.

IX. Adjournment

Commissioner Gilroy moved to adjourn the public meeting of the State Ethics Commission. Commissioner Krauss seconded the motion, which passed (3-0).

The public meeting adjourned at 10:49 a.m.

STATE OF INDIANA

INDIANA STATE POLICE

INDIANA GOVERNMENT CENTER NORTH
100 NORTH SENATE AVENUE

INDIANAPOLIS, INDIANA 46204-2259

www.state.in.us/isp

February 27, 2023

TO: Indiana Ethics Commission

FROM: Nila Miller-Cronk, Major
Commander, Internal Investigations Section & Department's Ethics Officer

SUBJECT: Request for Formal Advisory Opinion

As the Department's Ethics Officer, on January 5, 2023, I requested an ethics informal advisory opinion through the Inspector General's Office on behalf of Richard Hogue, Ph.D., who was a contract employee for the Department from February of 2013 through October of 2022. He had a one-year contract that was renewed each year until his resignation in October of 2022. He worked with ISP officers and developed early on, threat assessments for schools, and then developed a program for unarmed responses for active shooters. In retirement he is wanting to create threat assessments for schools and was wondering if this would be an ethics violation or if he would be required to do a cooling off period?

On January 9, 2023, Mark Mader provided the following response via email:

Thank you for contacting our office in your capacity as Ethics Officer for the Indiana State Police (ISP) and for providing additional information. We understand you are seeking advice on behalf of Richard Hogue, Ph.D., who was a contract employee for ISP from February 2013 through October 2022.

You write that Mr. Hogue's contract with ISP was for professional services. In his position as a professional services contract employee with ISP, Mr. Hogue worked with ISP officers and developed "early on threat assessments for schools" and then developed a program for unarmed responses for active shooters.

Mr. Hogue would like to know if it would violate the Indiana Code of Ethics (Code) post-employment cooling off period restrictions for him to create threat assessments for schools in his retirement.

Your inquiry primarily invokes consideration of IC 4-2-6-11, the Code's post-employment rule. We included this rule at the end of this opinion for your reference.

INTEGRITY • SERVICE • PROFESSIONALISM

The Code applies to current and former state officers, employees and special state appointees. Under IC 4-2-6-1(a)(9), the statutory definition of an employee means "an individual, other than a state officer, who is employed by an agency on a full-time, a part-time, a temporary, an intermittent, or an hourly basis. The term includes an individual who contracts with an agency for personal services." The definition does not include an individual with whom the agency contracts for professional or other types of services.

Based on this definition and unless Mr. Hogue's contract with ISP specifically read that his contract was for "personal services," he was not a state employee under the Code. You write that Mr. Hogue's contract was for professional services. Accordingly, the Code does not apply to Mr. Hogue, and the Code would not prohibit Mr. Hogue from his proposed activities in retirement.

Thank you again for submitting your inquiry. Please us know if you or Mr. Hogue have any questions regarding this opinion. Please note that this response does not constitute an official advisory opinion. Only the Commission may issue an official advisory opinion. This informal advisory opinion allows us to give you quick, written advice. The Commission will consider that an employee or former employee acted in good faith if it is determined that the individual committed a violation after receiving an informal advisory opinion, and the alleged violation was directly related to the advice rendered. Also, remember that the advice given is based on the facts as we understand them. If this e-mail misstates facts in a material way, or omits important information, please bring those inaccuracies to our attention.

The Indiana State Police Department respectfully requests for this matter to be included on the agenda for the next monthly Ethics Commission meeting, which is scheduled for Thursday, March 9, 2023, for the purposes of rendering a formal advisory opinion on this matter for Richard Hogue, Ph.D.

Attached is a copy of the complete email trail involving this request for an informal advisory opinion as was as a copy of Dr. Hogue's contract with the Department.

If you have any questions or need any additional information, please feel free to contact me at 317-232-8326 (office) or 317-694-7620 (cell).

Respectfully requested,



Nila Miller-Cronk
Major

Attachments

Miller-Cronk, Nila

From: Mader, Mark E
Sent: Monday, January 9, 2023 8:31 AM
To: Miller-Cronk, Nila
Subject: 3ncrypt Informal Advisory Opinion; Miller-Cronk (Hogue); ISP; Post Employment (Contract Employee)

Importance: High

Nila,

Thank you for contacting our office in your capacity as Ethics Officer for the Indiana State Police (ISP) and for providing additional information. We understand you are seeking advice on behalf of Richard Hogue, Ph.D., who was a contract employee for ISP from February 2013 through October 2022.

You write that Mr. Hogue's contract with ISP was for professional services. In his position as a professional services contract employee with ISP, Mr. Hogue worked with ISP officers and developed "early on threat assessments for schools" and then developed a program for unarmed responses for active shooters.

Mr. Hogue would like to know if it would violate the Indiana Code of Ethics (Code) post-employment cooling off period restrictions for him to create threat assessments for schools in his retirement.

Your inquiry primarily invokes consideration of IC 4-2-6-11, the Code's post-employment rule. We included this rule at the end of this opinion for your reference.

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Based on this definition and unless Mr. Hogue's contract with ISP specifically read that his contract was for "personal services," he was not a state employee under the Code. You write that Mr. Hogue's contract was for professional services. **Accordingly, the Code does not apply to Mr. Hogue, and the Code would not prohibit Mr. Hogue from his proposed activities in retirement.**

Thank you again for submitting your inquiry. Please us know if you or Mr. Hogue have any questions regarding this opinion. Please note that this response does not constitute an official advisory opinion. Only the Commission may issue an official advisory opinion. This informal advisory opinion allows us to give you quick, written advice. The Commission will consider that an employee or former employee acted in good faith if it is determined that the individual committed a violation after receiving an informal advisory opinion, and the alleged violation was directly related to the advice rendered. Also, remember that the advice given is based on the facts as we understand them. If this e-mail misstates facts in a material way, or omits important information, please bring those inaccuracies to our attention.

Sincerely,

Mark Mader

IC 4-2-6-1 Definitions

Sec. 1. (a) As used in this chapter, and unless the context clearly denotes otherwise:

...

(9) "Employee" means an individual, other than a state officer, who is employed by an agency on a full-time, a part-time, a temporary, an intermittent, or an hourly basis. The term includes an individual who contracts with an agency for personal services.

IC 4-2-6-11 One year restriction on certain employment or representation; advisory opinion; exceptions; waivers; disclosure statements; restrictions on inspector general seeking state office

Sec. 11. (a) As used in this section, "particular matter" means any of the following:

- (1) An application.
- (2) A business transaction.
- (3) A claim.
- (4) A contract.
- (5) A determination.
- (6) An enforcement proceeding.
- (7) An investigation.
- (8) A judicial proceeding.
- (9) A lawsuit.
- (10) A license.
- (11) An economic development project.
- (12) A public works project.

The term does not include the proposal or consideration of a legislative matter or the proposal, consideration, adoption, or implementation of a rule or an administrative policy or practice of general application.

(b) A former state officer, employee, or special state appointee may not accept employment or receive compensation:

- (1) as a lobbyist;
- (2) from an employer if the former state officer, employee, or special state appointee was:
 - (A) engaged in the negotiation or the administration of one (1) or more contracts with that employer on behalf of the state or an agency; and
 - (B) in a position to make a discretionary decision affecting the:
 - (i) outcome of the negotiation; or
 - (ii) nature of the administration; or

(3) from an employer if the former state officer, employee, or special state appointee made a regulatory or licensing decision that directly applied to the employer or to a parent or subsidiary of the employer; before the elapse of at least three hundred sixty-five (365) days after the date on which the former state officer, employee, or special state appointee ceases to be a state officer, employee, or special state appointee.

(c) A former state officer, employee, or special state appointee may not represent or assist a person in a particular matter involving the state if the former state officer, employee, or special state appointee personally and substantially participated in the matter as a state officer, employee, or special state appointee, even if the former state officer, employee, or special state appointee receives no compensation for the representation or assistance.

(d) A former state officer, employee, or special state appointee may not accept employment or compensation from an employer if the circumstances surrounding the employment or compensation would lead a reasonable person to believe that:

- (1) employment; or
- (2) compensation;

is given or had been offered for the purpose of influencing the former state officer, employee, or special state appointee in the performance of the individual's duties or responsibilities while a state officer, an employee, or a special state appointee.

(e) A written advisory opinion issued by the commission certifying that:

- (1) employment of;
- (2) consultation by;
- (3) representation by; or
- (4) assistance from;

the former state officer, employee, or special state appointee does not violate this section is conclusive proof that a former state officer, employee, or special state appointee is not in violation of this section.

(f) Subsection (b) does not apply to the following:

- (1) A special state appointee who serves only as a member of an advisory body.
- (2) A former state officer, employee, or special state appointee who has:
 - (A) not negotiated or administered any contracts with that employer in the two (2) years before the beginning of employment or consulting negotiations with that employer; and
 - (B) any contract that:
 - (i) the former state officer, employee, or special state appointee may have negotiated or administered before the two (2) years preceding the beginning of employment or consulting negotiations; and
 - (ii) is no longer active.

(g) An employee's or a special state appointee's state officer or appointing authority may waive application of subsection (b) or (c) in individual cases when consistent with the public interest. A waiver must satisfy all of the following:

- (1) The waiver must be signed by an employee's or a special state appointee's:
 - (A) state officer or appointing authority authorizing the waiver; and
 - (B) agency ethics officer attesting to form.
- (2) The waiver must include the following information:
 - (A) Whether the employee's prior job duties involved substantial decision making authority over policies, rules, or contracts.
 - (B) The nature of the duties to be performed by the employee for the prospective employer.
 - (C) Whether the prospective employment is likely to involve substantial contact with the employee's former agency and the extent to which any such contact is likely to involve matters where the agency has the discretion to make decisions based on the work product of the employee.
 - (D) Whether the prospective employment may be beneficial to the state or the public, specifically stating how the intended employment is consistent with the public interest.
 - (E) The extent of economic hardship to the employee if the request for a waiver is denied.
- (3) The waiver must be filed with and presented to the commission by the state officer or appointing authority authorizing the waiver.
- (4) The waiver must be limited to an employee or a special state appointee who obtains the waiver before engaging in the conduct that would give rise to a violation of subsection (b) or (c).

The commission may conduct an administrative review of a waiver and approve a waiver only if the commission is satisfied that the information provided under subdivision (2) is specifically and satisfactorily articulated. The inspector general may adopt rules under IC 4-22-2 to establish criteria for post-employment waivers.

(h) Subsection (b) applies, subject to waiver under subsection (g), to a former state officer, employee, or special state appointee who:

- (1) made decisions as an administrative law judge; or
- (2) presided over information gathering or order drafting proceedings;

that directly applied to the employer or to a parent or subsidiary of the employer in a material manner.

(i) A former state officer, employee, or special state appointee who forms a sole proprietorship or a professional practice and engages in a business relationship with an entity that would otherwise violate this

section must file a disclosure statement with the commission not later than one hundred eighty (180) days after separation from state service. The disclosure must:

- (1) be signed by the former state officer, employee, or special state appointee;
- (2) certify that the former state officer, employee, or special state appointee is not an employee of the entity; and
- (3) state in detail the treatment of taxes, insurance, and any other benefits between the entity and the former state officer, employee, or state appointee.

(j) The inspector general may not seek a state elected office before the elapse of at least three hundred sixty-five (365) days after leaving the inspector general position.

Mark Mader
Senior Staff Attorney
Office of the Inspector General
315 West Ohio Street, Room 104
Indianapolis, Indiana 46202
mmader@ig.in.gov

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-----Original Message-----

From: Miller-Cronk, Nila <NMiller-Cronk@isp.IN.gov>
Sent: Friday, January 6, 2023 12:56 PM
To: Mader, Mark E <MMader@ig.IN.gov>
Subject: RE: IAO Request Richard Hogue
Importance: High

Mark,

Was Mr. Hogue ever a state employee or was he always a contract employee.

[A contract employee](#)

Was Mr. Hogue's contract with the State a contract for personal services or for professional services? Most state service contracts are for professional services.

[Professional services](#)

Do you have a copy of Mr. Hogue's contract with ISP, or can you tell me where I can get one? Is there a contract number?

I am working with Fiscal to get a copy of Doc Hogue's most recent contract. Once received I will forward it on to you.

Sincerely,

Nila

Major Nila Miller-Cronk
Indiana State Police
Internal Investigations Section
100 North Senate Avenue, IGCN
Indianapolis, IN 46204-2259
Office (317) 232-8326

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-----Original Message-----

From: Mader, Mark E <MMader@ig.IN.gov>
Sent: Friday, January 6, 2023 10:11 AM
To: Miller-Cronk, Nila <NMiller-Cronk@isp.IN.gov>
Subject: IAO Request Richard Hogue

Nila,

I have several questions regarding your requested informal advisory opinion for Richard Hogue. You indicate in your request that Mr. Hogue was a contract employee, and he had a one-year contract renewed annually from February of 2013 until his resignation in October 2022.

Was Mr. Hogue ever a state employee or was he always a contract employee.

Was Mr. Hogue's contract with the State a contract for personal services or for professional services? Most state service contracts are for professional services.

Do you have a copy of Mr. Hogue's contract with ISP, or can you tell me where I can get one? Is there a contract number?

Mark Mader
Senior Staff Attorney
Office of Inspector General

PRIVILEGED AND CONFIDENTIAL

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-----Original Message-----

From: noreply@in.accessgov.com <noreply@in.accessgov.com>

Sent: Thursday, January 5, 2023 12:47 PM

To: IG Info <info@ig.IN.gov>; Mulligan, Tiffany M <TMulligan@ig.IN.gov>; Cook, David (IG) <DaCook@ig.IN.gov>; Baker, Nathaniel P <NBaker@ig.IN.gov>; Gorman, Sean M <SGorman@ig.IN.gov>

Subject: Form Submission - Advice

**** This is an EXTERNAL email. Exercise caution. DO NOT open attachments or click links from unknown senders or unexpected email. **** _____

FORM DETAILS

--

First Name: Nila

Last Name: Miller-Cronk

Email: nmiller-cronk@isp.in.gov

Phone: (317) 232-8326

State Agency: Indiana State Police

Description of Your State Occupation: Commander, Internal Investigation Section and Department Ethics Officer

What is your ethics question? Richard Hogue, Ph.D. was a contract employee for the Department from February of 2013 through October of 2022. He had a one-year contract that was renewed each year until his resignation in October of 2022. He worked with our officers and developed early on threat assessments for schools and then developed a program for unarmed responses for active shooters. In retirement he is wanting to create threat assessments for schools and was wondering if this would be an ethics violation or if he would be required to do a cooling off period?

PROFESSIONAL SERVICES CONTRACT

Contract #0000000000000000000018735

This Contract ("this Contract"), entered into by and between INDIANA STATE POLICE (the "State") and HOGUE AND ASSOCIATES (the "Contractor"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Duties of Contractor

The Contractor shall provide the following services relative to this Contract, including but not limited to:

A. Advice, consultation, and expertise regarding an ongoing review of the State of Indiana's school safety program and related issues as further detailed in Exhibit A.

B. To undertake other issues as assigned by the Superintendent of ISP or his designee.

C. The Parties agree that Richard B. Hogue shall take the lead for purposes of this work performed under this contract.

2. Consideration

The Contractor will be paid at the rate of \$75.00 per hour for performing the duties set forth above, not to exceed \$85,000. The Contractor shall also be reimbursed for travel expenses incurred in the discharge of his duties not to exceed \$5,000. Total remuneration under this Contract shall not exceed \$90,000.00.

3. Term

This Contract shall be effective for a period of 12 months. It shall commence on February 01, 2017 and shall remain in effect through January 31, 2018.

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. Assignment of Antitrust Claims

As part of the consideration for the award of this Contract, the Contractor assigns to the State all right, title, and interest in and to any claims the Contractor now has, or may acquire, under state or federal antitrust laws relating to the products or services which are the subject of this Contract.

7. Audits

The Contractor acknowledges that it may be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC §5-11-1, et. seq. and audit guidelines specified by the State.

The State considers the Contractor to be a "Contractor" under 2 C.F.R. 200.330 for purposes of this Contract. However, if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements), Contractor shall arrange for a financial and compliance audit, which complies with 2 C.F.R. 200.500 et seq.

8. Authority to Bind Contractor

The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to make this Contract fully binding upon the Contractor when his/her signature is affixed, and accepted by the State.

9. 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. The 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.

10. 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., and the regulations promulgated thereunder. **If the Contractor 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 Contractor shall ensure compliance with the disclosure requirements in IC 4-2-6-10.5 prior to the execution of this contract.** 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 Inspector General's website at <http://www.in.gov/ig/>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, 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 of Indiana. The Contractor agrees that any payments currently due to the State of Indiana 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, 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.

11. 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 any federal, state or local statute, ordinance, rule or regulation.

12. 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.

The parties acknowledge that the services to be performed by Contractor for the State under this contract may require or allow access to data, materials, and information containing Social Security numbers maintained by the State in its computer system or other records. In addition to the covenant made above in this section and pursuant to 10 IAC 5-3-1(4), the Contractor and the State agree to comply with the provisions of IC 4-1-10 and IC 4-1-11. If any Social Security number(s) is/are disclosed by Contractor, Contractor agrees to pay the cost of the notice of disclosure of a breach of the security of the system in addition to any other claims and expenses for which it is liable under the terms of this contract.

13. Continuity of Services

- A. The Contractor recognizes that the service(s) to be performed under this Contract are vital to the State and must be continued without interruption and that, upon Contract expiration, a successor, either the State or another contractor, may continue them. The Contractor agrees to:
 - 1. Furnish phase-in training; and
 - 2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

- B. The Contractor shall, upon the State's written notice:
 - 1. Furnish phase-in, phase-out services for up to sixty (60) days after this Contract expires; and
 - 2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the State's approval.

- C. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- D. The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations.)

14. Debarment and Suspension

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 of Indiana. 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.

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.

15. 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 measures to collect monies due up to and including the date of termination.

16. 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 of its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor, and the Contractor shall make no claim against the State for such costs.

- 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 for resolution. The dissatisfied party shall give written notice to 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 (10) 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 Contractor of one or more invoices not in dispute in accordance with the terms of this Contract will not be cause for the Contractor to terminate this Contract, and the Contractor may bring suit to collect these amounts without following the disputes procedure contained herein.
- E. With the written approval of the Commissioner of the Indiana Department of Administration, the parties may agree to forego the process described in subdivision C. relating to submission of the dispute to the Commissioner.
- F. This paragraph shall not be construed to abrogate provisions of Ind. Code 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 Ind. Code 4-6-2-11, which requires approval of the Governor and Attorney General.

17. Drug-Free Workplace Certification

As required by Executive Order No. 90-5 dated April 12, 1990, issued by the Governor of Indiana, 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 paragraph, if the total amount set forth in this Contract is in excess of \$25,000.00, 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.

18. Employment Eligibility Verification

As required by IC §22-5-1.7, the Contractor swears or affirms under the penalties of perjury that the Contractor does not knowingly employ an unauthorized alien. The Contractor further agrees that:

- A. The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC §22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.

- B. The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.
- C. The Contractor shall require his/her/its subcontractors, who perform work under this Contract, to certify to the Contractor 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 Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.
- D. The State may terminate for default if the Contractor fails to cure a breach of this provision no later than thirty (30) days after being notified by the State.

19. Employment Option

If the State determines that it would be in the State's best interest to hire an employee of the Contractor, the Contractor will release the selected employee from any non-compete agreements that may be in effect. This release will be at no cost to the State or the employee.

20. 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

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

22. 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.

23. HIPAA Compliance

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

24. Indemnification

The Contractor agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all third party 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.

25. Independent Contractor; Workers' Compensation Insurance

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

26. Information Technology Enterprise Architecture Requirements

If the Contractor provides any information technology related products or services to the State, the Contractor shall comply with all IOT standards, policies and guidelines, which are online at <http://iot.in.gov/architecture/>. The Contractor specifically agrees that all hardware, software and services provided to or purchased by the State shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and IC 4-13.1-3. Any deviation from these architecture requirements must be approved in writing by IOT in advance. The State may terminate this Contract for default if the Contractor fails to cure a breach of this provision within a reasonable time.

27. Insurance

- A. The Contractor and their subcontractors (if any) shall secure and keep in force during the term of this Contract the following insurance coverages (if applicable) covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from Contractor's performance under this Contract:
1. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than \$700,000 per person and \$5,000,000 per occurrence unless additional coverage is required by the State. The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.
 2. Automobile liability for owned, non-owned and hired autos with minimum liability limits of \$700,000 per person and \$5,000,000 per occurrence. The State is to be named as an additional insured on a primary, non-contributory basis.

3. Errors and Omissions liability with minimum liability limits of \$1,000,000 per claim and in the aggregate. Coverage for the benefit of the State shall continue for a period of two (2) years after the date of service provided under this Contract.
 4. Fiduciary Liability is required if the Contractor is responsible for the management and oversight of various employee benefit plans and programs such as pensions, profit-sharing and savings, among others. These contractors face potential claims for mismanagement brought by plan members. Limits should be no less than \$700,000 per cause of action and \$5,000,000 per occurrence.
 5. Valuable Papers coverage, available under an Inland Marine policy, is required when any plans, drawings, media, data, records, reports, billings and other documents are produced or used under this agreement. Insurance must have limits sufficient to pay for the re-creation and reconstruction of such records.
 6. The Contractor shall secure the appropriate Surety or Fidelity Bond(s) as required by the state department served or by applicable statute.
 7. The Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative a certificate of insurance prior to the commencement of this Contract and proof of workers' compensation coverage meeting all statutory requirements of IC §22-3-2. In addition, proof of an "all states endorsement" covering claims occurring outside the State is required if any of the services provided under this Contract involve work outside of Indiana.
- B. The Contractor's insurance coverage must meet the following additional requirements:
1. The insurer must have a certificate of authority or other appropriate authorization to operate in the state in which the policy was issued.
 2. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.
 3. The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this Contract shall not be limited by the insurance required in this Contract.
 4. The insurance required in this Contract, through a policy or endorsement(s), shall include a provision that the policy and endorsements may not be canceled or modified without thirty (30) days' prior written notice to the undersigned State agency.
 5. The Contractor waives and agrees to require their insurer to waive their rights of subrogation against the State of Indiana.

- C. Failure to provide insurance as required in this Contract may be deemed a material breach of contract entitling the State to immediately terminate this Contract. The Contractor shall furnish a certificate of insurance and all endorsements to the State before the commencement of this Contract.

28. Key Person(s)

- A. If both parties have designated that certain individual(s) are essential to the services offered, the parties agree that should such individual(s) leave their employment during the term of this Contract for whatever reason, the State shall have the right to terminate this Contract upon thirty (30) days' prior written notice.
- B. In the event that the Contractor is an individual, that individual shall be considered a key person and, as such, essential to this Contract. Substitution of another for the Contractor shall not be permitted without express written consent of the State.

Nothing in sections A and B, above shall be construed to prevent the Contractor from using the services of others to perform tasks ancillary to those tasks which directly require the expertise of the key person. Examples of such ancillary tasks include secretarial, clerical, and common labor duties. The Contractor shall, at all times, remain responsible for the performance of all necessary tasks, whether performed by a key person or others.

Key person(s) to this Contract is/are Dr. Richard Hogue.

29. 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.

30. 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.

31. Minority and Women's Business Enterprises Compliance

Award of this Contract was based, in part, on the MBE/WBE participation plan. The following certified MBE or WBE subcontractors will be participating in this Contract:

MBE/WBE	PHONE	COMPANY NAME	SCOPE OF PRODUCTS and/or SERVICES	UTILIZATION DATE	PERCENT

None					0.000
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A copy of each subcontractor agreement must be submitted to IDOA's MBE/WBE Division within thirty (30) days of the effective date of this Contract. Failure to provide a copy of any subcontractor agreement will be deemed a violation of the rules governing MBE/WBE procurement, and may result in sanctions allowable under 25 IAC 5-7-8. Failure to provide any subcontractor agreement may also be considered a material breach of this Contract. The Contractor must obtain approval from IDOA's MBE/WBE Division before changing the participation plan submitted in connection with this Contract.

The Contractor shall report payments made to MBE/WBE Division subcontractors under this Contract on a monthly basis. Monthly reports shall be made using the online audit tool, commonly referred to as "Pay Audit." MBE/WBE Division subcontractor payments shall also be reported to the Division as reasonably requested and in a format to be determined by Division.

32. 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'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"). Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this paragraph may be regarded as a material breach of this Contract, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Contractor or any subcontractor.

The State is a recipient of federal funds, and therefore, where applicable, Contractor and any subcontractors shall comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672.

33. Notice to Parties

Whenever any notice, statement or other communication is required under this Contract, it shall be sent by first class mail or via an established courier / delivery service to the following addresses, unless otherwise specifically advised.

Notices to the State shall be sent to:

Samantha Jeffries, Contracts Administrator
Indiana State Police
100 N Senate Ave, IGCN N340
Indianapolis, IN 46204

Notices to the Contractor shall be sent to:

Dr. Richard Hogue
Hogue & Associates, Inc
11179 Peppermill Lane
Fishers, IN 46037

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.

34. Order of Precedence; Incorporation by Reference - MODIFIED

Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) this Contract, (2) attachments prepared by the State, and (3) attachments prepared by the Contractor. All attachments, and all documents referred to in this paragraph, are hereby incorporated fully by reference.

35. Ownership of Documents and Materials

- A. All documents, records, programs, applications, data, algorithms, film, tape, articles, memoranda, and other materials (the "Materials") not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract shall be considered "work for hire" and the Contractor hereby transfers and assigns any ownership claims to the State so that all Materials will be the property of the State. If ownership interest in the Materials cannot be assigned to the State, the Contractor grants the State a non-exclusive, non-cancelable, perpetual, worldwide royalty-free license to use the Materials and to use, modify, copy and create derivative works of the Materials.
- B. Use of the Materials, other than related to contract performance by the Contractor, without the prior written consent of the State, is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to the Materials developed for or supplied by the State and used to develop or assist in the services provided while the Materials are in the possession of the Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. The Contractor shall provide the State full, immediate, and unrestricted access to the Materials and to Contractor's work product during the term of this Contract.

36. Payments

- A. All payments shall be made 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 financial institution designated by the Contractor in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC §4-13-2-20.
- B. The State Budget Agency and the Contractor acknowledge that Contractor is being paid in advance for the maintenance of equipment and / or software. Pursuant to IC §4-13-2-20(b)(14), Contractor agrees that if it fails to perform the maintenance required under this Contract, upon receipt of written notice from the State, it shall promptly refund the consideration paid, pro-rated through the date of non-performance.

37. 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, IC §34-13-1 and IC § 34-52-2-3.

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.

38. Progress Reports

The Contractor shall submit progress reports to the State upon request. The report shall be oral, unless the State, upon receipt of the oral report, should deem it necessary to have it in written form. The progress reports shall serve the purpose of assuring the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

39. Public Record

The Contractor acknowledges that the State will not treat this Contract as containing confidential information, and will post this Contract on its website as required by Executive Order 05-07. Use by the public of the information contained in this Contract shall not be considered an act of the State.

40. 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.

41. 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.

42. 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.

43. 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.

44. Termination for Convenience

This Contract may be terminated, in whole or in part, by the State, which shall include and is not limited to the Indiana Department of Administration and the State Budget Agency whenever, for any reason, the State determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services

properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date. For the purposes of this paragraph, the parties stipulate and agree that the Indiana Department of Administration shall be deemed to be a party to this agreement with authority to terminate the same for convenience when such termination is determined by the Commissioner of IDOA to be in the best interests of the State.

45. 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; 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;
 - 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.

46. Travel

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

requests must be reviewed by the State for availability of funds and for appropriateness per Circular guidelines.

47. Indiana Veteran's Business Enterprise Compliance.

Award of this Contract was based, in part, on the Indiana Veteran's Business Enterprise ("IVBE") participation plan. The following IVBE subcontractors will be participating in this Contract:

IVB	PHONE	COMPANY NAME	SCOPE OF PRODUCTS and/or SERVICES	UTILIZATION DATE	PERCENT
None					0.000

A copy of each subcontractor agreement shall be submitted to IDOA within thirty (30) days of the request. Failure to provide any subcontractor agreement may also be considered a material breach of this Contract. The Contractor must obtain approval from IDOA before changing the IVBE participation plan submitted in connection with this Contract.

The Contractor shall report payments made to IVBE subcontractors under this Contract on a monthly basis. Monthly reports shall be made using the online audit tool, commonly referred to as "Pay Audit." IVBE subcontractor payments shall also be reported to IDOA as reasonably requested and in a format to be determined by IDOA.

48. 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.

49. 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.

50. State Boilerplate Affirmation Clause

I swear or affirm under the penalties of perjury that I have not altered, modified, or changed the State's Boilerplate clauses (as defined in the *2016 OAG/IDOA Professional Services Contract Manual*) in any way except for the following clauses which are named below:

34. Order of Precedence; Incorporation by Reference

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, 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 Contractor 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://hr85.gmis.in.gov/psp/pa91prd/EMPLOYEE/EMPL/h/?tab=PAPP_GUEST

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

HOGUE AND ASSOCIATES

INDIANA STATE POLICE

By: *Richard B Hogue*

By: **Mickey James**
Digitally signed by Mickey James
 DN: cn=Mickey James, o=Indiana State Police, ou=Indiana State Police, email=mjames4@isp.in.gov, c=US
 Date: 2017.01.30 08:49:40 -05'00'

Title: President

Title:

Date: 1-27-17

Date:

Electronically Approved by: Department of Administration By: _____ (for) Jessica Robertson, Commissioner <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i>	
Electronically Approved by: State Budget Agency By: _____ (for) Jason D.Dudich, Director <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i>	Electronically Approved as to Form and Legality: Office of the Attorney General By: _____ (for) Curtis T. Hill, Jr., Attorney General <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i>

Exhibit A

Duties of Contractor

1. Consult and advise the Indiana State Police on matters relating to school safety.
2. Provide direction and expertise on school safety issues as they arise in Indiana schools.
3. Meet on a regular basis with the Indiana Department of Education.
4. Serve as the Indiana State Police liaison to the Indiana School Safety Specialist Academy.
5. Serve as instructor for the Indiana School Safety Specialist Academy as requested by the Indiana Department of Education.
6. Continue to develop active shooter programs for schools and corporations with the emphasis on prevention and response options.
7. Continue to provide training programs for government agencies, Indiana businesses, and educational entities as time and scheduling permits.
 - a. Active Shooter (PowerPoint, Tabletop, Lecture, and Discussion)
8. Continue to train Indiana State Police troopers to present the Unarmed Response to an Active Shooter Program as schedule and time permits.
9. Continue to provide training exercises to government agencies, Indiana businesses, and educational entities as time and scheduling permits.
 - a. Active Shooter (Attacker) PowerPoint, Lecture and Tabletop (Active Threat)

Electronic Approval History

User ID	Approver Name	Datetime	Description
1 M004758	James,Mickey	02/02/2017 10:38:20AM	Agency Fiscal Approval
2 S004382	Reeding,Sandra D	02/02/2017 11:32:52AM	IDOA Legal Approval
3 A279829	Thiemann,Adam	02/02/2017 12:21:57PM	SBA Approval
4 A233897	Davidson,Alice A	02/02/2017 12:31:00PM	Attorney General Approval
5 J000953	Schmidt,James F	02/02/2017 4:56:21PM	Attorney General Approval

Contract Details ✕

Contract ID: 18735

Action Type: New

Amendment: N/A

Amount: \$90,000.00

Start Date: 02/01/2017

End Date: 01/31/2018

Description: ISP, Training (00100)

Vendor: HOGUE AND ASSOCIATES

Zip Code: 46037

Approver	Description	ApprovedDate
Schmidt,James F	Attorney General Approval	02/02/2017 4:56 PM
Davidson,Alice A	Attorney General Approval	02/02/2017 12:31 PM
Thiemann,Adam Hadley	SBA Approval	02/02/2017 12:21 PM
Redding,Sandra D	IDOA Legal Approval	02/02/2017 11:32 AM
James,Mickey J	Agency Fiscal Approval	02/02/2017 10:38 AM

Close

AMENDMENT #1

Contract #0000000000000000000018735

This is an Amendment to the Contract (the "Contract") entered into by and between the INDIANA STATE POLICE (the "State") and HOGUE AND ASSOCIATES (the "Contractor") approved by the last State signatory on February 2, 2017.

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

1. The Contract is hereby extended for an additional period of 12 months. It shall terminate on January 31, 2019.
2. The consideration is hereby amended to increase the total remuneration under this Contract by \$91,000.00 as follows:
 - a. Total Not-to-Exceed amount for time period February 1, 2018 through January 31, 2019 – Salary expenses not to exceed \$89,000.00 and travel reimbursement not to exceed \$2,000.00.

Total remuneration under the Contract is not to exceed \$181,000.00.

All matters set forth in the original Contract and not affected by this Amendment shall remain in full force and effect.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Amendment 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 Contractor 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://hr85.gmis.in.gov/psp/pa91prd/EMPLOYEE/EMPL/h/?tab=PAPP_GUEST

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

HOGUE AND ASSOCIATES

INDIANA STATE POLICE

By: Richard Hogue

By: Mickey J. James

Title: President

Title: Director, Fiscal

Date: 01-04-2018

Date: 1-16-2018

<p>Electronically Approved by: Department of Administration</p> <p>By: _____ (for) Jessica Robertson, Commissioner <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i></p>	
<p>Electronically Approved by: State Budget Agency</p> <p>By: _____ (for) Jason D.Dudich, Director <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i></p>	<p>Electronically Approved as to Form and Legality: Office of the Attorney General</p> <p>By: _____ (for) Curtis T. Hill, Jr., Attorney General <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i></p>

Electronic Approval History

User ID	Approver Name	Datetime	Description
1 M004758	James,Mickey	01/22/2018 11:03:48AM	Agency Fiscal Approval
2 S004382	Reeding,Sandra D	01/23/2018 3:52:53PM	IDOA Legal Approval
3 K274540	Haney,Kirsten R	01/23/2018 5:01:26PM	SBA Approval
4 A233897	Davidson,Alice A	01/26/2018 10:16:46AM	Attorney General Approval
5 J000953	Schmidt,James F	01/26/2018 12:14:26PM	Attorney General Approval

Contract Details ✕

Contract ID: 18735

Action Type: Amendment

Amendment: N/A

Amount: \$181,000.00

Start Date: 02/01/2017

End Date: 01/31/2019

Description: ISP, Training (00100)

Vendor: HOGUE AND ASSOCIATES

Zip Code: 46037

Approver	Description	ApprovedDate
Schmidt,James F	Attorney General Approval	01/26/2018 12:14 PM
Davidson,Alice A	Attorney General Approval	01/26/2018 10:16 AM
Haney,Kirsten R	SBA Approval	01/23/2018 5:01 PM
Redding,Sandra D	IDOA Legal Approval	01/23/2018 3:52 PM
James,Mickey J	Agency Fiscal Approval	01/22/2018 11:03 AM

Close

AMENDMENT #2
CONTRACT #0000000000000000000018735

This is an Amendment to the Contract (the "Contract") entered into by and between the INDIANA STATE POLICE (the "State") and HOGUE AND ASSOCIATES (the "Contractor") approved by the last State signatory on February 2, 2017.

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

1. The Contract is hereby extended for an additional period of 12 months. It shall terminate on January 31, 2020.
2. The consideration is hereby amended to increase the total remuneration under this Contract by \$91,000.00 as follows:
 - a. Total Not-to-Exceed amount for the time period beginning with February 1, 2019 and ending with January 31, 2020 – Salary expenses not to exceed \$89,000.00 and travel reimbursement not to exceed \$2,000.00.
 - b. Total remuneration under the Contract is not to exceed \$272,000.00.

All matters set forth in the original Contract and Amendment 1 and not affected by this Amendment shall remain in full force and effect.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Amendment 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 Contractor 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://hr.gmis.in.gov/psp/paprd/EMPLOYEE/EMPL/h/?tab=PAPP_GUEST

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

HOGUE AND ASSOCIATES

INDIANA STATE POLICE

By: *Richard Hogue*

By:  Digitally signed by Mickey James
 Title: Mickey James
 Date: 2019.01.07 07:03:30 -05'00'

Title: President

Title:

Date: 01-06-2019

Date:

Electronically Approved by: Department of Administration By: _____ (for) Lesley A. Crane, Commissioner <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i>	
Electronically Approved by: State Budget Agency By: _____ (for) Jason D. Dudich, Director <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i>	Electronically Approved as to Form and Legality: Office of the Attorney General By: _____ (for) Curtis T. Hill, Jr., Attorney General <i>Refer to Electronic Approval History found after the final page of the Executed Contract for details.</i>

Electronic Approval History

User ID	Approver Name	Datetime	Description
1 M004758	James,Mickey	01/09/2019 2:37:49PM	Agency Fiscal Approval
2 S004382	Reeding,Sandra D	01/15/2019 12:43:36PM	IDOA Legal Approval
3 A322943	Atwell,Aaron Nicholas	01/31/2019 4:48:09PM	SBA Approval
4 M338811	Skarbeck,Molly H	02/01/2019 10:29:50AM	Attorney General Approval
5 S210690	Gard,Susan W	02/01/2019 1:21:09PM	Attorney General Approval

Contract Details ✕

Contract ID: 18735

Action Type: Amendment

Amendment: N/A

Amount: \$91,000.00

Start Date: 02/01/2017

End Date: 01/31/2020

Description: ISP, Training (00100)

Vendor: HOGUE AND ASSOCIATES

Zip Code: 46037

Approver	Description	ApprovedDate
Gard,Susan W	Attorney General Approval	02/01/2019 1:21 PM
Skarbeck,Molly H	Attorney General Approval	02/01/2019 10:29 AM
Atwell,Aaron Nicholas	SBA Approval	01/31/2019 4:48 PM
Redding,Sandra D	IDOA Legal Approval	01/15/2019 12:43 PM
James,Mickey J	Agency Fiscal Approval	01/09/2019 2:37 PM

Close

AMENDMENT #3
CONTRACT #0000000000000000000018735

This is an Amendment to the Contract (the "Contract") entered into by and between the INDIANA STATE POLICE (the "State") and HOGUE AND ASSOCIATES (the "Contractor") approved by the last State signatory on February 2, 2017.

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

1. The Contract is hereby extended for an additional period of 12 months. It shall terminate on January 31, 2021.
2. The consideration is hereby amended to increase the total remuneration under this contract by \$91,000.00 as follows:
 - a. Total Not-to-Exceed amount for the time period beginning February 1, 2020 and ending with January 31, 2021 – Salary expenses not to exceed \$89,000.00 and travel reimbursement not to exceed \$2,000.00.
 - b. Total remuneration under the Contract is not to exceed \$363,000.00.
3. The Contract is hereby amended by deleting Clause 27. Insurance, by mutual agreement of the parties.
4. The Contract is hereby amended by replacing all references to Exhibit A with Exhibit B.

All matters set forth in the original Contract and Amendments 1 and 2 and not affected by this Amendment shall remain in full force and effect.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Amendment 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 Contractor 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://fs.gmis.in.gov/psp/guest/SUPPLIER/ERP/c/SOI_CUSTOM_APPS.SOI_PUBLIC_CNTRCT S.GBL

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

HOGUE AND ASSOCIATES

INDIANA STATE POLICE

By: Richard B. Hogue

By:

Title: President

Title:

Date: January 18, 2020

Date:

Mickey Digitally signed
by Mickey
James James
Date: 2020.01.29
10:34:50 -05'00'

Electronically Approved by: Department of Administration By: _____ (for) Lesley A. Crane, Commissioner	
Electronically Approved by: State Budget Agency By: _____ (for) Zachary Q. Jackson, Director	Electronically Approved as to Form and Legality: Office of the Attorney General By: _____ (for) Curtis T. Hill, Jr., Attorney General

Exhibit B

Duties of Contractor

1. Develop a teaching module for Indiana educators on the discipline of "School Safety."
2. Write an "Abridged Version" of the Indiana State Police "Unarmed Response to an Active Shooter Event" (PowerPoint) program (School Version).
3. Write an "Abridged Version" of the "Presenter's Notes" for the Indiana State Police "Unarmed Response to an Active Shooter Event" program (School Version).
4. Edit, rewrite, and expand the standard version of the "2018 Unarmed Response to an Active Shooter Event" PowerPoint (to the 2020 URASE School Version).
5. Edit, rewrite, and expand the "2018 Unarmed Response to an Active Shooter Event" Presenter's Notes (to the 2020 URASE School Version).
6. Consult and advise the Indiana State Police on matters relating to school safety.
7. Continue to train Indiana State Police Troopers to present the various versions of the ISP "Unarmed Response to an Active Shooter Event" PowerPoint program.
8. Continue to provide training programs for government agencies, Indiana businesses, places of worship, and educational entities as time and scheduling permits.
9. Review school safety resources posted on the ISP website.
10. Provide direction and expertise to the Indiana State Police on school safety issues as they arise in Indiana schools.

12/2019

Contract Details ✕

Contract ID: 18735

Action Type: Amendment

Amendment: N/A

Amount: \$363,000.00

Start Date: 02/01/2017

End Date: 01/31/2021

Description: ISP, Purchasing (00100)

Vendor: HOGUE AND ASSOCIATES

Zip Code: 46037

Approver	Description	ApprovedDate
Hannah,Donald L	Attorney General Approval	02/12/2020 8:02 AM
Skarbeck,Molly H	Attorney General Approval	02/10/2020 10:18 AM
Von Arx IV,John R	SBA Approval	02/07/2020 10:15 AM
Redding,Sandra D	IDOA Legal Approval	02/04/2020 5:29 PM
James,Mickey J	Agency Fiscal Approval	01/29/2020 12:39 PM

Close

AMENDMENT #4
CONTRACT #0000000000000000000018735

This is an Amendment to the Contract (the "Contract") entered into by and between the INDIANA STATE POLICE (the "State") and HOGUE AND ASSOCIATES (the "Contractor") approved by the last State signatory on February 2, 2017.

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

1. The Contract is hereby extended for an additional period of 12 months. It shall terminate on January 31, 2022.
2. The consideration is hereby amended to increase the total remuneration under this contract by \$91,000.00 as follows:
 - a. Total Not-to-Exceed amount for the time period beginning February 1, 2021 and ending with January 31, 2022 – Salary expenses not to exceed \$89,000.00 and travel reimbursement not to exceed \$2,000.00.
 - b. Total remuneration under the Contract is not to exceed \$454,000.00.
3. The Contract is hereby amended by replacing all references to Exhibit B with Exhibit C.

All matters set forth in the original Contract and Amendments 1 through 3 and not affected by this Amendment shall remain in full force and effect.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, 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 Contractor 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://fs.gmis.in.gov/psp/guest/SUPPLIER/ERP/c/SOI_CUSTOM_APPS.SOI_PUBLIC_CNTRCT S.GBL

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

HOGUE AND ASSOCIATES

DocuSigned by:
By: *Richard Hogue*
EEED00C6EC114BB...

Title: President

Date: 1/24/2021 | 16:47 EST

INDIANA STATE POLICE

DocuSigned by:
By: *Mickey J. James*
47690B3DA57540B...

Title: Chief Financial officer

Date: 1/25/2021 | 04:29 PST

Electronically Approved by: Department of Administration By: _____ (for) Lesley A. Crane, Commissioner	
Electronically Approved by: State Budget Agency By: _____ (for) Zachary Q. Jackson, Director	Electronically Approved as to Form and Legality by: Office of the Attorney General By: _____ (for) Curtis T. Hill Jr., Attorney General

Exhibit C

Duties of Contractor

1. Continue to present the “Unarmed Response to an Active Shooter Event Program” upon request to schools, school transportation departments, businesses, government centers, universities, and places of worship.
2. Construct teaching components and recommendations to be included in university educator preparation programs*.
 - a. Legal standards resource
 - b. Terms and vocabulary
 - c. Recommendations for Safe Schools
3. Complete 2021 abridged version of the Unarmed Response to an Active Shooter Event PowerPoint*.
4. Complete the 2021 Presenter’s Notes for the abridged version of the Unarmed Response to an Active Shooter Event program*.
5. Complete the 2021 “Research-Based Presenter Notes” version of the Unarmed Response to an Active Shooter Event program PowerPoint. This may be posted on the “J” drive and/or the ISP website.
6. Complete the research-based 2021 Unarmed Response to an Active Shooter Event Presenter’s notes. This may be posted on the “J” drive and/or the ISP website.
7. Continue to train Indiana State Police Troopers on the Unarmed Response to an Active Shooter Event program.
8. Consult and advise the Indiana State Police on school safety issues.
9. Work with legislators, upon request, regarding school safety issues.
10. Author and post safety recommendations and tools for schools, businesses, and places of worship on the ISP website.

*To be posted on the ISP website

Contract Details ✕

Contract ID: 18735

Action Type: Amendment

Amendment: N/A

Amount: \$91,000.00

Start Date: 02/01/2017

End Date: 01/31/2022

Description: ISP, Purchasing (00100)

Vendor: HOGUE AND ASSOCIATES

Zip Code: 46037

Approver	Description	ApprovedDate
Anthony,William H	Attorney General Approval	07/13/2021 3:07 PM
Leisher,Jean M	Attorney General Approval	07/13/2021 2:38 PM
Von Arx IV,John R	SBA Approval	07/13/2021 1:24 PM
Glickman,Tammera Jean	IDOA Legal Approval	07/13/2021 8:10 AM
James,Mickey J	Agency Fiscal Approval	04/26/2021 3:12 PM

Close

AMENDMENT #5
CONTRACT #0000000000000000000018735

This is an Amendment to the Contract (the "Contract") entered into by and between the INDIANA STATE POLICE (the "State") and HOGUE AND ASSOCIATES (the "Contractor") approved by the last State signatory on February 2, 2017.

In consideration of the mutual undertakings and covenants hereinafter set forth, the parties agree as follows:

1. The Contract is hereby extended for an additional period of 12 months. It shall terminate on January 31, 2023.
2. The consideration is hereby amended to increase the total remuneration under this Contract by \$91,000.00 as follows:
 - a. Total Not-to-Exceed amount for the time period beginning February 1, 2022 and ending with January 31, 2023 – Salary expenses not to exceed \$89,000.00 and travel reimbursement not to exceed \$2,000.00.
 - b. Total remuneration under the Contract is not to exceed \$545,000.00.
3. The Contract is hereby amended by replacing all references to Exhibit C with **Exhibit D**, which is attached hereto and fully incorporated herein by reference.

All matters set forth in the original Contract and Amendments 1 through 4 and not affected by this Amendment shall remain in full force and effect.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Contractor, or that the undersigned is the properly authorized representative, agent, member or officer of the Contractor. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Contractor, 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 Contractor 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://fs.gmis.in.gov/psp/guest/SUPPLIER/ERP/c/SOI_CUSTOM_APPS.SOI_PUBLIC_CNTRCT S.GBL

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

HOGUE AND ASSOCIATES

DocuSigned by:
By: *Richard Hogue*
EEED00C6EC114BB...

Title: President

Date: 1/29/2022 | 12:24 EST

INDIANA STATE POLICE

DocuSigned by:
By: *Mickey J. James*
47690B3DA57540B...

Title: Chief Financial Officer

Date: 1/30/2022 | 11:37 PST

Electronically Approved by: Department of Administration By: _____ (for) Rebecca Holw erda, Commissioner	
Electronically Approved by: State Budget Agency By: _____ (for) Zachary Q. Jackson, Director	Electronically Approved as to Form and Legality by: Office of the Attorney General By: _____ (for) Theodore E Rokita, Attorney General

Exhibit D

1. As stated in #9 of the Governor's List of Recommendations:
 - a. Work with IDOE's Jolene Bracale to develop and define Cognate Areas of Study (in the "Discipline of School Safety") that ISP feels should be incorporated in a "Teacher Education Program."
 - b. Note the establishment of a safety prep program for educators would need support from Indiana institutions of higher learning, Indiana Legislators, ISP, Governor's Office, etc.
 - i. As discussed, a full-time teaching position would need to be established, shared by the various institutions of higher learning.
2. Prevention Assistance:
 - a. Develop, film, and post on the ISP webpage information on the Early Warning Behaviors of many of the school shooters across the US
3. Continue to film segments on school safety and post them on the ISP webpage. These topics would be generated from the surveys conducted in cooperation with educators, support staff, members of the school communities, etc.
4. 2,375 teenagers, ages 13 to 19, died in motor vehicle crashes in 2019.
 - a. A segment for filming and posting information on student driving safety will be developed, filmed, and posted on the ISP webpage.
 - b. Vaping was the number one issue that respondents communicated via survey conducted in cooperation with the Indiana Association of Public School Superintendents.
 - i. ISP will partner with IDOE's Jolene Bracale to develop, film, and post recommendations for a "Vaping Prevention" program.
5. The foundation of school safety often rests in hiring qualified staff. Indiana educator prep programs and educator preparatory programs across the nation fail to provide guidance on the hiring process. The foundation of this process rests in the interview and screening processes, respectively.
 - a. Develop a "Behaviorally Directed Interview Process" which may be posted and possibly filmed.
6. Perimeter Security is one of the most basic components of campus security.
 - a. Meet School Safety Architectural representatives to develop perimeter security checklist, both physical and policy components.
 - b. Compile these recommendations into a PowerPoint program, film, and post on the ISP webpage.
7. Meet regularly with Jolene Bracale of the Indiana Department of Education.
8. Develop case studies on previous school shooters
 - a. Goal: Underscore the Principle:
 - i. "Typically Someone Knows"
 - ii. Demonstrate that "Early Warning Behaviors" were demonstrated
9. Thousands attend ECA events (athletic contests, plays, concerts, graduation, etc.)
 - a. Basic suggestions and considerations for ECA events, film overview, and post
10. Work with IDOE Nursing Coordinator to develop a "Triage Principles" posting.
11. Duties and Responsibilities generated by the Superintendent and the Superintendent's Cabinet.

Contract Details ✕

Contract ID: 18735

Action Type: Amendment

Amendment: N/A

Amount: \$91,000.00

Start Date: 02/01/2017

End Date: 01/31/2023

Description: ISP, Purchasing (00100)

Vendor: HOGUE AND ASSOCIATES

Zip Code: 46037

Approver	Description	ApprovedDate
Sautbine,Hilari Anne	Attorney General Approval	02/03/2022 10:33 AM
Leisher,Jean M	Attorney General Approval	02/03/2022 10:08 AM
Von Arx IV,John R	SBA Approval	02/03/2022 10:07 AM
Glickman,Tamerra Jean	IDOA Legal Approval	02/03/2022 9:01 AM
James,Mickey J	Agency Fiscal Approval	01/31/2022 8:40 AM

Close



INDIANA COMMISSION *for*
HIGHER EDUCATION

IC 4-2-6-11
Post-employment waiver

As the Appointing Authority of the Indiana Commission for Higher Education, I am filing this waiver of the application of the Code of Ethics' post-employment restriction as it applies to Charlee Beasor Mitchell in her post-employment with Vox Global.

I understand that I must file and present this waiver to the State Ethics Commission at their next available meeting. I further understand that this waiver is not final until approved by the State Ethics Commission.

A. This waiver is provided pursuant to IC 4-2-6-11(g) and specifically waives the application of *(Please indicate the specific restriction in 42 IAC 1-5-14 (IC 4-2-6-11) you are waiving):*

IC 4-2-6-11(b)(1): 365 day required "cooling off" period before serving as a lobbyist.

IC 4-2-6-11(b)(2): 365 day required "cooling off" period before receiving compensation from an employer for whom the state employee or special state appointee was engaged in the negotiation or administration of a contract and was in a position to make a discretionary decision affecting the outcome of such negotiation or administration.

IC 4-2-6-11(b)(3): 365 day required "cooling off" period before receiving compensation from an employer for which the former state employee or special state appointee made a directly applicable regulatory or licensing decision.

IC 4-2-6-11(c): Particular matter restriction prohibiting the former state employee or special state appointee from representing or assisting a person in a particular matter involving the state if the former state officer, employee, or special state appointee personally and substantially participated in the matter as a state worker. *(Please provide a brief description of the specific particular matter(s) to which this waiver applies below):*

B. IC 4-2-6-11(g)(2) requires that an agency's appointing authority, when authorizing a waiver of the application of the post-employment restrictions in IC 4-2-6-11(b)-(c), also include specific information supporting such authorization. Please provide the requested information in the following five (5) sections to fulfill this requirement.

1. Please explain whether the employee's prior job duties involved substantial decision-making authority over policies, rules, or contracts:



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As the Commission's Associate Commissioner for Marketing & Communications, Mrs. Beasor Mitchell's job duties do not involve substantial decision-making authority over policies or rules. However, Mrs. Beasor Mitchell does have decision-making authority over contracts pertaining to internal and external strategic communications, PR, media and marketing. These contracts include communications campaigns around the value of education and training beyond high school. Mrs. Beasor Mitchell has never been the signatory on any contracts for the Commission.

2. Please describe the nature of the duties to be performed by the employee for the prospective employer:

As Senior Vice President at VOX Global, Mrs. Beasor Mitchell would provide strategic communications management for a variety of clients and companies in several industries, including education, insurance, business and non-profit. Mrs. Beasor Mitchell will manage communications, PR and media-related projects for companies that seek out the strategic communications consultation services of VOX Global and she will also manage a small number of employees at the firm.

3. Please explain whether the prospective employment is likely to involve substantial contact with the employee's former agency and the extent to which any such contact is likely to involve matters where the agency has the discretion to make decisions based on the work product of the employee:

It is not likely that Mrs. Beasor Mitchell's prospective employment would involve substantial contact with the Commission. The Commission does not have any active contracts with Vox Global. Any future contact between Vox Global and the Commission would require a contract which would go through the Indiana's rigorous Request for Proposal process. Even then, it is unlikely the Commission would work directly with Mrs. Beasor Mitchell, as there is another contact at VOX that the Commission already uses for any prospective work.

4. Please explain whether the prospective employment may be beneficial to the state or the public, specifically stating how the intended employment is consistent with the public interest:

Mrs. Beasor Mitchell's prospective employment is beneficial to both the state and the public. In her current role, Mrs. Beasor Mitchell has helped develop an exceptional strategy for communicating the value a postsecondary education. Indiana has been recognized as a national leader in higher education communication during her tenure and other states look to our agency for guidance. She has and continues to be asked to present on this topic across the country by various higher education organizations and conferences. Having Mrs. Beasor Mitchell help Hoosier businesses and non-profits develop strategic communications will be beneficial to these organizations, the clients they serve, the state's workforce and Hoosier taxpayers.



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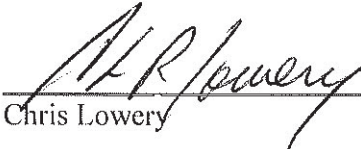
5. Please explain the extent of economic hardship to the employee if the request for a waiver is denied:


Denying this waiver would provide an economic hardship for Mrs. Beasor Mitchell as she would not have the opportunity to further her career. She has developed a strong skillset and has been an invaluable asset to the Commission in her years with the Commission. A role at a private company helping numerous Hoosier businesses and organizations provides more opportunities to grow in her field than are available at the Commission.

C. Signatures

1. Appointing authority/state officer of agency

By signing below I authorize the waiver of the above-specified post-employment restrictions pursuant to IC 4-2-6-11(g)(1)(A). In addition, I acknowledge that this waiver is limited to an employee or special state appointee who obtains the waiver before engaging in the conduct that would give rise to a violation.

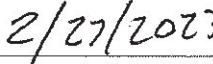

Chris Lowery


DATE

2. Ethics Officer of agency

By signing below I attest to the form of this waiver of the above-specified post-employment restrictions pursuant to IC 4-2-6-11(g)(1)(B).


Josh Garrison


DATE

D. Approval by State Ethics Commission

FOR OFFICE USE ONLY

Approved by State Ethics Commission

Katherine Noel, Chair, State Ethics Commission

Date



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Mail to:

Office of Inspector General
315 West Ohio Street, Room 104
Indianapolis, IN 46202

OR

Email scanned copy to:

info@ig.in.gov

Upon receipt you will be contacted



INDIANA COMMISSION ^{for}
HIGHER EDUCATION

March 2, 2023

Ms. Katherine Noel, Chair
Indiana State Ethics Commission
315 W Ohio Street, Room 104
Indianapolis, Indiana 46204

Re: Post-Employment Waiver for CHE Employee Charlee Beasor Mitchell

Dear Ms. Noel,

As the Commissioner of the Indiana Commission for Higher Education (CHE), I have approved and executed a waiver of the "cooling off" periods under IC 4-2-6-11(b)(2) for Charlee Mitchell Beasor. Unfortunately, CHE is holding our March Commission meeting on the same date as the State Ethics Commission meeting, March 9, 2023. Our staff, including myself, will be in Kokomo and unable to attend in person to present the waiver.

We would appreciate the opportunity to present the waiver either via phone as done in the past or virtually. Further, I have asked Greg Harrell to present the waiver on my behalf as I will be needed in our meeting. I have discussed my reasons for granting Ms. Beasor Mitchell's waiver with Mr. Harrell, and he will be prepared to answer questions from the State Ethics Commission.

Thank you for allowing Mr. Harrell to present this waiver at the Commission's March 9, 2023, meeting.

Sincerely,

Chris R. Lowery
Commissioner
Indiana Commission for Higher Education

cc: Josh Garrison, Associate Commissioner for Public Policy

STATE OF INDIANA) INDIANA STATE ETHICS COMMISSION
)SS:
COUNTY OF MARION) CASE: 2022-02-0030

IN RE THE MATTER OF JOHN L. GALIPEAU

FINAL REPORT OF THE INDIANA STATE ETHICS COMMISSION

Comes now the Ethics Commission for the State of Indiana (“Commission”) and hereby reports its findings of fact, conclusions of law, and sanctions in the above captioned matter.

FINDINGS OF FACT

1. John L. Galipeau (“Respondent”) and the Inspector General entered into an Agreed Settlement (“Agreement”), which the Commission accepted during their January 12, 2023 meeting.
2. Pursuant to the Agreement, Respondent, an employee of the Indiana Department of Correction (“IDOC”), admitted to a violation of the Indiana Code of Ethics; specifically, he admitted to a violation of Ind. Code § 4-2-6-17, the misuse of state property rule.
3. Pursuant to the Agreement, Respondent admitted that he violated Ind. Code § 4-2-6-17 by moving into the Warden’s Residence at the Westville Correctional Facility for purposes other than official state business.

CONCLUSIONS OF LAW

Said conduct, admitted and acknowledged by Respondent, constitutes a violation of Ind. Code § 4-2-6-17.

SANCTIONS

The Commission imposes a fine to be paid by Respondent in the amount of Two Thousand Seven Hundred and Ninety Dollars (\$2,790.00) to the “Indiana State Ethics Commission” within sixty (60) days from January 12, 2023, the date that the Commission approved the Agreement.

Approved on March 9, 2023.

Katherine J. Noel, Chair

Corinne R. Finnerty, Commissioner

Sue Anne Gilroy, Commissioner

Rafael Sanchez, Commissioner

John L. Krauss, Commissioner