

**MINUTES OF THE MEETING OF
THE INDIANA STATE ETHICS COMMISSION
October 14, 2021**

I. Call to Order

A regular meeting of the State Ethics Commission (“Commission”) was called to order at 10:01 a.m. The meeting was held virtually using Microsoft Teams. Commission members present were Corinne Finnerty; Sue Anne Gilroy; Kenneth Todd; and Rafael Sanchez. Staff present included David Cook, Inspector General; Tiffany Mulligan, Chief Legal Counsel, Office of Inspector General; Jennifer Cooper, State Ethics Director; Luba Gore, Staff Attorney, Office of Inspector General; Mark Mader, Staff Attorney, Office of Inspector General; Mike Lepper, Special Agent, Office of Inspector General; and Nathan Baker, Legal Assistant, Office of Inspector General.

Others present were: Tammera Glickman, Deputy General Counsel, Indiana Department of Administration; Ed Feigenbaum, Indiana Legislative Insight; Jessica Keyes, Ethics Officer, Family and Social Services Administration; Mattheus Mitchel, Compliance and Ethics Specialist, Department of Revenue; Amber Nicole Ying, Director/Special Counsel, Compliance and Ethics and Ethics Officer, Department of Revenue; Keith Beesley, Attorney, State Personnel Department; John Walls, Ethics Officer and Chief Counsel of Advisory, Attorney General; Alexander Van Gorp, Attorney, Indiana State Department of Health; Rachel Russell, Ethics Officer, Department of Child Services; Kathy Mills, Ethics Officer, Indiana Department of Environmental Management; Jennifer Thuma, Administrative Law Judge and Ethics Officer, Indiana Board of Tax Review; Kristi Shute, Deputy General Counsel and Ethics Officer, Indiana Department of Homeland Security; Beth Green, General Counsel/Ethics Officer, Department of Workforce Development; Jerry Bonnet, General Counsel, Ethics Officer, Office of the Secretary of State; Dr. S. Maria E. Finnell, Chief Medical Officer, Family and Social Services Administration; and Corina Andorfer.

II. Election of Interim Chair

Commission Chair Katherine Noel was unable to attend this meeting. Commissioner Todd moved that Commissioner Finnerty be appointed Interim Chairperson for the October meeting. Commissioner Gilroy seconded the motion which passed (4-0).

III. Adoption of Agenda and Approval of Minutes

Commissioner Sanchez moved to adopt the Amended Agenda (addition of presenter for the Mayes Post-Employment Waiver) and Commissioner Gilroy seconded the motion which passed (4-0).

Commissioner Gilroy moved to approve the Minutes of the September 9, 2021, Commission Meeting and Commissioner Sanchez seconded the motion which passed (3-0). Commissioner Finnerty abstained due to her absence from the September Commission Meeting.

NOTE: Due to technical issues, the order of the Agenda was changed mid-meeting and the Formal Advisory Opinion was moved up.

IV. Request for Formal Advisory Opinion

2021-FAO-010

Dr. S. Maria E. Finnell, Chief Medical Officer

Jessica Keyes, Deputy General Counsel & Ethics Officer

Family and Social Services Administration

Jessica Keyes is the Ethics Officer for the Indiana Family and Social Services Administration (FSSA). Ms. Keyes is requesting an advisory opinion on behalf of Dr. Maria Finnell, the recent Director of Clinical Operations and Assistant Medical Director, and the new Chief Medical Officer for FSSA. Specifically, Ms. Keyes is requesting an opinion from the Commission to ensure that Dr. Finnell's continued outside employment/professional activity with Riley Hospital for Children (Riley) through a contract with Indiana University Health Physicians (IUHP) is acceptable under the Code while she is employed in her new role as Chief Medical Officer of FSSA.

Dr. Finnell was formerly employed as the Director of Clinical Operations and Associate Medical Director for FSSA's Office of Medicaid Policy and Planning (OMPP) from August 15, 2019, to August 22, 2021. Dr. Finnell has worked at Riley Hospital for Children in the Division of Neonatology in the Department of Pediatrics since August 1, 2019. During her tenure as Director of Clinical Operations and Associate Medical Director for OMPP, Dr. Finnell sought a formal advisory opinion and continued her work with IUHP. Dr. Finnell wishes to continue this outside employment with IUHP after the shift to Chief Medical Officer of FSSA.

Dr. Finnell appeared before the Commission in 2020 when she requested to engage in this same outside employment with IUHP at Riley. In [2020-FAO-007](#) the Commission found that her outside employment opportunity would not create any conflicts of interests under the Code and that she could pursue this position while serving as Director of Clinical Operations and Assistant Medical Director for FSSA. Recently, Dr. Finnell was promoted to Chief Medical Officer of FSSA, effective August 23, 2021, and out of an abundance of caution, due to her new role within the agency, Dr. Finnell is requesting an updated opinion regarding continued outside employment with IUHP.

As Chief Medical Officer for FSSA, Dr. Finnell's duties include providing leadership to the medical directors in each FSSA division and providing expertise and leadership to the agency, including policy advising and program planning. Dr. Finnell's role as Chief Medical Officer does not include any contract administration or rulemaking. In her previous role as Director of Clinical Operations and Associate Medical Director, Dr. Finnell was responsible for overseeing the OMPP Medical Director, the Pharmacy Team and the Coverage and Benefits Team. Additionally, Dr. Finnell assisted FSSA's Program Integrity Team, the team responsible for reviewing suspected cases of fraud and abuse and making recommendations as to same, when the Medical Director for OMPP was unavailable.

Dr. Finnell has been working a few clinics per month in the Department of Pediatrics, Division of Neonatology at Riley, including a four (4) hour clinic shift on Thursday mornings. Dr. Finnell

appreciates the benefit of continuing to interact with clinical providers and patients, she believes that these continued shifts increase her skillset and credibility in her role as Chief Medical Officer with FSSA. Seeing patients in a local setting allows Dr. Finnell the ability to predict issues and hear feedback regarding FSSA services.

In her new position as Chief Medical Officer, Dr. Finnell's outside employment duties and structure will not substantively change. She will continue to work with the Department of Pediatrics for a few clinics per month at Riley. Due to her recent promotion, Dr. Finnell seeks an updated formal opinion regarding whether her change in role with FSSA would impact her outside employment opportunities.

Dr. Finnell will continue to pay for her own licensing fees. She has not and will not serve in a managerial or leadership role with Riley or IUHP, her direct employer. Dr. Finnell is paid hourly by IUHP, and her pay is based only on her contracted hourly rate and not based on the amount/number of patients she sees, treatments or services provided.

Riley Hospital for Children and IUHP are Indiana Medicaid enrolled Providers. Each have Indiana Health Coverage Program provider agreements with FSSA and receive Medicaid reimbursement. There are no known active contracts between FSSA and Riley Hospital for Children directly; however, Riley Hospital for Children is associated with Indiana University Health (IU Health). IUHP is also affiliated with IU Health, and FSSA's divisions have approximately four (4) active contracts with IU Health and associated entities. The contracts with IU Health are at the division level, and the FSSA divisions have ownership of the contracts. Dr. Finnell will not sign or negotiate these contracts as Chief Medical Officer. To avoid a potential conflict under IC 35-44.1-1-4, neither Riley nor IUHP will use funds from contracts with FSSA to pay Dr. Finnell; however, her fees may be paid from general Medicaid funds.

Pursuant to IC 12-8-1.5-10.5, the Office of the Secretary of FSSA is designated as the single state agency for administration of the state Medicaid program under IC 12-15, and the Office of the Secretary shall develop and coordinate Medicaid policy for the State. Therefore, Dr. Finnell may make decisions and recommendations involving Medicaid providers; however, her decisions would apply broadly to Medicaid providers in general, and not Medicaid providers at Riley or IUHP specifically. For example, if reimbursement rates were revised for Medicaid providers, they would apply to all relevant Medicaid providers. Additionally, while Riley or IUHP may have infrequent issues to address specifically with FSSA, there is little direct contact between these institutions and FSSA generally.

Should there be a situation whereby Dr. Finnell would need to make a decision in her role as Chief Medical Officer related specifically and solely to Riley Hospital for Children or IU Health Physicians, Dr. Finnell understands and acknowledges that pursuant to IC 4-2-6-9, FSSA will screen her from participating in any decision or vote, or matter relating to that decision or vote. Should such an issue arise, the Deputy Secretary/Chief of Staff, Michael Gargano, would address any screened matter.

Dr. Finnell also understands the duty to maintain confidential information learned through her employment with the State and that she is prevented from divulging confidential information or allowing anyone, including but not limited to, Riley and IUHP from benefiting from same.

Dr. Finnell further understands that she cannot use state time for outside employment, and Dr. Finnell has no concerns about her continued ability to meet all state work hours. During her Thursday morning clinic, Dr. Finnell has flexibility to step out if an emergency arises and does charting at other times, outside of regular working hours. Dr. Finnell has not had any issues meeting her regular work hour requirements previously working these clinics.

The previous Chief Medical Officer, Dr. Rusyniak, now the Secretary of FSSA, also sought a formal advisory opinion from the Commission for a similar situation where he worked shifts at Eskenazi Hospital while acting as FSSA's Chief Medical Officer, and the Commission found in that instance, that there was not a conflict of interest after careful consideration of many factors (2018-FAO-017). Ms. Keyes notes that Dr. Finnell's situation is analogous in many ways to Dr. Rusyniak's work at Eskenazi.

Further, there are no changes to Dr. Finnell's outside employment duties, which the Commission previously approved. She and Ms. Keyes are seeking a formal opinion regarding whether her change in roles within FSSA would impact the permissibility of her outside employment opportunities under the Code.

The analysis stated the following:

Ms. Keyes' request for a formal advisory opinion invokes consideration of the provisions of the Code pertaining to Conflicts of Interests, Use of State Property, Ghost Employment and Benefitting from and Divulging Confidential Information. The application of each provision to Dr. Finnell is analyzed below.

A. Outside employment

An outside employment or professional activity opportunity creates a conflict of interests under IC 4-2-6-5.5 if it results in the employee: 1) receiving compensation of substantial value if the responsibilities of the employment are inherently incompatible with the responsibilities of public office or require the employee's recusal from matters so central or critical to the performance of her official duties that her ability to perform them would be materially impaired; 2) disclosing confidential information that was gained in the course of state employment; or 3) using or attempting to use her official position to secure unwarranted privileges or exemptions of substantial value that are not properly available to similarly situated individuals outside state government.

Based on the information provided by Ms. Keyes, the Commission finds that Dr. Finnell's continued outside employment with IUHP at Riley would not create a conflict under this provision. Dr. Finnell would not be an employee and would not serve in an administrative leadership role with IUHP; she would be an independent contractor and would be paid on an hourly basis. Further, Dr. Finnell's responsibilities in working as a physician in the Clinic for IUHP would include a few

clinical rounds a month in the Department of Pediatrics, Division of Neonatology at Riley. Accordingly, this role would not conflict with her responsibilities as Director of Clinical Operations and Assistant Medical Director for FSSA and would not require her to recuse herself from matters that are critical to the performance of her duties at FSSA.

Ms. Keyes provides that Dr. Finnell understands that she is prohibited from disclosing confidential information to which she may have access to by virtue of her state employment in her outside position with IUHP. In addition, nothing in the information presented suggests that Dr. Finnell would use or attempt to use her state position for any unwarranted privileges or exemptions. Dr. Finnell must continue to ensure she does not use or attempt to use her official FSSA position in this manner.

Accordingly, the Commission finds that Dr. Finnell's continued outside employment position with IUHP at Riley would not create a conflict of interests for her under IC 4-2-6-5.5 despite her change in role from Director of Clinical Operations and Assistant Medical Director to Chief Medical Officer of FSSA.

B. Conflict of interests - decisions and votes

IC 4-2-6-9 (a)(1) prohibits Dr. Finnell from participating in any decision or vote, or matter relating to that decision or vote, if she has a financial interest in the outcome of the matter. Similarly, IC 4-2-6-9(a)(3) prohibits Dr. Finnell from participating in any decisions or votes, or matters related to such decisions or votes, in which IUHP or IU Health would have a financial interest in the outcome.

IC 4-2-6-9(b) requires that an employee who identifies a potential conflict of interests notify her ethics officer and appointing authority and seek an advisory opinion from the Commission or file a written disclosure statement.

Dr. Finnell will now be serving as Chief Medical Officer of FSSA and will be working a few clinics per month for IUHP at Riley. Dr. Finnell will serve as a contracted hourly employee through IU Health Physicians, which is affiliated with IU Health.

Accordingly, Dr. Finnell would have a potential conflict of interests if she participates in decisions or votes, or matters related to such decisions or votes, in which she, IUHP or IU Health would have a financial interest in the outcome.

Ms. Keyes provides that FSSA's various divisions have active contracts with IU Health and related entities. Ms. Keyes provides that these contracts are at the division level in FSSA and that the division directors are the owners of the contracts.

According to the information provided by Ms. Keyes, Dr. Finnell, as Chief Medical Officer for FSSA, is not in a position to negotiate or sign these contracts.

Riley, IUHP and IU Health all serve Medicaid patients, and FSSA is the state agency responsible for administering the Medicaid program; however, Ms. Keyes provides that any decisions Dr. Finnell would make regarding Medicaid would be broad in scope and would affect all Medicaid providers uniformly. Ms. Keyes does not anticipate that Dr. Finnell would ever be in a position to participate in a decision or vote in which Riley or IUHP would have a unique financial interest.

Ms. Keyes provides, however, that should there be a situation whereby a decision would need to be made by Dr. Finnell in her role as Chief Medical Officer related specifically and solely to IUHP, IU Health or Riley, Dr. Finnell would be screened from participating in any decision or vote, or matter relating to that decision or vote. Further, should such a situation arise, FSSA's Deputy Secretary/Chief of Staff, Michael Gargano, would address any screened matter.

The Commission finds that Dr. Finnell does not have an identified potential conflict of interests at this time. Further, the Commission is satisfied that FSSA's proposed screening procedure would prevent Dr. Finnell from violating this rule if a potential conflict of interests was identified in the future.

C. Conflict of interests – contracts

Pursuant to IC 4-2-6-10.5, a state employee may not knowingly have a financial interest in a contract made by an agency. This prohibition, however, does not apply to an employee that does not participate in or have contracting responsibility for any of the activities of the contracting agency, provided certain statutory criteria are met.

Ms. Keyes provides that FSSA's various divisions have four active contracts with IU Health and its related entities, including IUHP.

Ms. Keyes provides that that in order to avoid any conflicts under IC 35-44.1-1-4 (the criminal conflict of interests statute), IUHP will pay Dr. Finnell on an hourly basis, and not use funds from these contracts with FSSA to pay Dr. Finnell. She notes that her fees may be paid from general Medicaid funds; such funds are not considered to be funds derived from a state contract.

The Commission finds that FSSA has taken the appropriate steps to ensure Dr. Finnell will not have a conflict of interests under both the Code and Indiana criminal code and that Dr. Finnell would not have a financial interest in a state contract that would create a conflict of interests.

D. Confidential information

Dr. Finnell is prohibited under 42 IAC 1-5-10 and 42 IAC 1-5-11 from benefitting from, permitting any other person to benefit from or divulging information of a confidential nature except as permitted or required by law. Similarly, IC 4-2-6-6 prohibits Dr. Finnell from accepting any compensation from any employment, transaction or investment which is entered into or made as a result of material information of a confidential nature. The term "person" is defined in IC 4-2-6-1(a)(13) to encompass both an individual and a corporation, such as IUHP. In addition, the definition of "information of a confidential nature" is set forth in IC 4-2-6-1(a)(12).

To the extent Dr. Finnell is exposed to or has access to such confidential information in her new position as Chief Medical Officer for FSSA, she is prohibited not only from divulging that information but from ever using it to benefit any person, including her outside employer, in any manner.

E. Use of state property and Ghost employment

42 IAC 1-5-12 prohibits Dr. Finnell from using state property for any purpose other than for official state business unless the use is expressly permitted by a general written agency, departmental or institutional policy or regulation that has been approved by the Commission. Likewise, 42 IAC 1-5-13 prohibits Dr. Finnell from engaging in, or directing others to engage in, work other than the performance of official duties during working hours, except as permitted by general written agency, departmental or institutional policy or regulation.

Ms. Keyes provides that Dr. Finnell understands that she may not use state time to work at her outside position, and that Dr. Finnell has no concerns about her continued ability to meet all state work hours. She further provides that Dr. Finnell has flexibility to step out if an emergency arises, and does charting at other times, outside of regular working hours. Dr. Finnell has not had any issues meeting her regular work hour requirements previously working those clinics.

To the extent that Dr. Finnell observes these provisions regarding her outside employment activities, her outside position would not violate these ethics laws.

Commissioner Sanchez moved to approve the Commission's findings, and Commissioner Gilroy seconded the motion which passed (4-0).

V. Consideration of Waiver of Post-Employment Restrictions for Lindsey Mayes

Jerold L. Bonnet, General Counsel for the Indiana Secretary of State's office presented the proposed Waiver of Post-Employment Restrictions in this matter to the Commission for their approval.

Commissioner Gilroy moved to approve the Waiver, and Commissioner Todd seconded the motion which passed (4-0).

VI. Director's Report

State Ethics Director, Jen Cooper, indicated that OIG staff has issued 26 informal advisory opinions since the previous last meeting. The majority of these requests dealt with questions concerning conflicts of interests, use of state property, ghost employment, outside employment, post-employment and gifts.

She continued that registration is open for the 2021 Legal and Ethics Conference has been officially to be held on November 16, 2021. The Conference will be virtual this year and there should be three (3) hours of ethics CLE available once the application is submitted and approved.

Finally, Director Cooper noted that the new Ethics Training is still in progress with hopes for a roll-out in November.

VII. Adjournment

Commissioner Sanchez moved to adjourn the public meeting of the State Ethics Commission.
Commissioner Todd seconded the motion which passed (4-0).

The public meeting adjourned at 10:27 a.m.

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

As the Appointing Authority of the Indiana Housing and Community Development Authority (IHCDA), I am filing this waiver of the application of the Code of Ethics' post-employment restriction as it applies to Justin Bruce in his post-employment discussions with Human Services, Inc. a designated Indiana Community Action Agency.

I understand the agency must file and present this waiver to the State Ethics Commission at their next available meeting. Our Ethics Officer, Kyleen Welling, is prepared to attend the next scheduled meeting to present this waiver. 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:

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(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 see B. 1(b) 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:



- a. **Policies and Rules:** The employee serves as an IHCDA Compliance Monitor, conducting monitoring reviews and onsite visits to determine if subrecipients for the Community Services Block Grant (CSBG) are in compliance with program rules and regulations. Justin reviews claims, contracts, budgets, ledgers, etc. to determine fiscal compliance and also conducts reviews to determine the fiscal health of subrecipients.

The CSBG program, which is a federal program through the United States Department of Health and Human Services (HHS) is administered by the IHCDA. The program began in 1981 and has operated continuously since that time. IHCDA began to oversee the program in 2007 after taking it over from the Family and Social Services Agency.

Community Action Agencies (sometimes called Community Action Programs or CAPs) are designated by federal law to be eligible to receive at least 90% of a state's annual allocation of CSBG. CAPs are local non profit agencies or local units of government that work to alleviate the conditions and causes of poverty. In Indiana, CAP agencies were originally authorized by the Governor's Office, and the criteria to be considered a CAP agency are found in I.C. 12-14-23. There are currently 22 Community Action Agencies in Indiana and each serves multiple counties in their region. Indiana's most recent annual CSBG award was for \$10,669,000 which was distributed amongst the 22 CAP agencies.

CAP agencies may use CSBG funds for a variety of activities, including staffing and administrative costs and to operate programming for low income clients. CAP agencies inform IHCDA of their annual plans for using the allocation of funds, but IHCDA does not have the authority to dictate what programming or expenses they may use the funds on, beyond setting a limit on administrative expenses. CAP agencies are monitored periodically to ensure CSBG funds are spent appropriately and that other requirements established by IHCDA and HHS are complied with. This is the function that Justin and the team he is on perform.

Justin reports to our Community Services Monitoring Manager. That Monitoring team discusses and makes recommendations to setting policies and procedures for program administration and monitoring. When completing monitoring reviews, Justin will present his findings and recommendations to his supervisor and the Director of the Community Services Department, who will make the final determination on what is communicated to the subrecipient.

- b. **Contracts:** The IHCDA is a public body corporate and politic established by IC 5-20-1-3. The Authority is governed by a Board of Directors which consists of seven members and is chaired by the Lieutenant Governor. The Board of Directors has delegated certain authority to IHCDA's Executive Director to approve contracts and formula awards for grants.

IHCDA's Board of Directors has approved a formula award matrix for use with the CSBG program. The matrix assigns point values to various socio-economic indicators such as unemployment and poverty rates within a county. This matrix

was approved by IHCDA's Board of Directors prior to Justin's employment with IHCDA and is used to determine award amount for the annual CSBG award to local Community Action Agencies. Those dollar amounts are sent to IHCDA's Executive Director who approves them. Individual grant agreements are then sent to each Community Action Agency for signature. As indicated these awards originated in 1981 and have pretty much continued since that time. Once a Community Action Agency is designated, it will be eligible for an annual allocation of CSBG funds unless it is de-designated by IHCDA and the HHS.

Human Services Inc. is an existing Community Action Agency and receives an annual CSBG allocation, and has since 2007 when this program moved to IHCDA. This grant award amount was determined by the award matrix approved by IHCDA's Board of Directors. The grant agreement is administered by a different department at IHCDA, then the department Justin is part of performs monitorings on those awards. Major decisions regarding the administration of the grant agreement with Human Services Inc would be decided on by the Director, often in consultation with IHCDA's General Counsel or Chief of Staff and Chief Operating Officer.

Human Services Inc. has three current CSBG grant agreements active, which would require a **particular matter** waiver to enable Justin to perform his new job duties successfully. Those awards are:

- a. 2020 Cares Act special award which expires 6/30/2022 in the amount of \$559,793.69.
- b. 2021 Regular program award which expires 9/30/2022 in the amount of \$408,818.63.
- c. 2021 Regular T/TA award which expires 12/31/2021 in the amount of \$10,000.

Justin last performed a review of Human Services Inc. in October 2020 as part of IHCDA's standard, 3-year cycle of monitoring CSBG subrecipients. A standard monitoring (called CAR Monitoring) consists of using a diagnostic tool to review and document a subrecipients:

- Prior audits
- Financial policies
- Schedule of inventory
- Internal controls
- Procurement procedures
- Claims reimbursement submissions
- A limited review of financial statements.

These items are given to the Monitoring Manager to compile into the complete CAR Review which also includes a programmatic narrative and analysis completed by the Manager.

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

The role Justin is pursuing is the Fiscal Director at Human Services Inc. The Fiscal Director is involved with managing the financial operations of the agency. This will include, but is not limited to, preparing financial statements, approving bank reconciliations, creating and gaining approval for yearly budgets, filing 990's & 941's, maintaining the fiscal policies, and managing the relationship between H.S.I. and their auditors. Other responsibilities will include purchasing approvals, fixed asset documentation, and managing the cost allocations. Day-to-day accounting will be primarily facilitated by two employees who are supervised by the Fiscal Director and general ledger postings will be reviewed and monitored regularly.

- (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 to agency has the discretion to make decisions based on the work product of the employee:

The prospective employment is likely to involve some contact with IHCD. The Fiscal Director would interact with IHCD staff on monitoring and compliance visits, audits, etc.

- (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:

The CSBG program can be very cumbersome and tedious for CAP agencies to administer, the amount of federal guidelines and rules is quite substantial in comparison to the award amounts for a typical CAP program. Justin's expertise in the program would aid Human Services Inc. in being more efficient and effective with their award and would thus result in more dollars being available for programming to serve low income families and individuals in the Human Services Inc. territory of Bartholomew, Decatur, Jackson, Johnson, and Shelby counties.

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

None

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.



J. Jacob Sipe, Executive Director

11-8-2021

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).



S. Kyleen Welling

11/8/2021

Date

D. Approval by State Ethics Commission

FOR OFFICE USE ONLY	
Approved by State Ethics Commission	
_____ Katherine Noel, Chair, State Ethics Commission	_____ Date

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 with details regarding the presentation of this



November 4, 2021

Katherine Noel, Chairman
Indiana State Ethics Commission
315 W. Ohio Street, Room 104
Indianapolis, IN 46202

Dear Ms. Noel,

As the Executive Director of the Indiana Housing and Community Development Authority (IHCDA), I am writing to you to express my support and approval of the IHCDA waiver of post-employment restrictions for Justin Bruce as he seeks employment opportunities with Human Services Inc.

I regret that I am unable to attend in person to present the waiver and my support for Justin in his future endeavors. Unfortunately, I will be unable to attend due to the IHCDA November Board of Directors' meeting happening at the same time as the Ethics Commission meeting. However, I have asked IHCDA's Chief of Staff and Chief Operating Officer, Kyleen Welling, who also acts as our Ethics Officer, to attend the Commission meeting on my behalf. I understand that I.C. 4-2-6-11(g) requires the state appointing authority authorizing the waiver to present it to the Commission, and I greatly appreciate your granting my request for this alternative arrangement in advance of the November meeting.

I fully support and approve this waiver for Justin, as his employment with Human Services Inc. is a great opportunity for personal and professional growth for Justin. He has been a tremendous asset to our agency and I wish him well in this new endeavor helping to ensure the fiscal integrity and health of one of our vitally important Community Action Agencies.



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EQUAL OPPORTUNITY EMPLOYER AND HOUSING AGENCY

State of Indiana
Lieutenant Governor
Suzanne Crouch



Justin's dedication and support to serving low income Hoosier families is admirable. The entire IHADA family wishes him the best.

Thank you for consideration of this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "J. Sipe". The signature is fluid and cursive, with the first letter "J" being particularly large and stylized.

J. Jacob Sipe

Executive Director

Cc: Indiana Office of Inspector General



RECEIVED

OCT 19 2021

Indiana Office of Inspector General

STATE OF INDIANA
Department of Correction

Indiana Government Center—South

Eric J. Holcomb
Governor

302 W. Washington Street • Indianapolis, Indiana 46204-2738
Phone: (317) 232-5711 • Fax: (317) 232-6798 • Website: www.in.gov/idoc/

Robert E. Carter Jr.
Commissioner

October 15, 2021

Inspector General Cook & Ethics Commission Chair Noel:

I write as the Ethics Officer for the Indiana Department of Correction requesting a formal opinion regarding the following opportunity:

The IDOC has been presented with an offer for staff to receive discounted post-secondary educational opportunities through a contractual agreement with Purdue Global that could benefit some Department of Correction employees. The IDOC wishes to ensure it does not violate the *gift rule*, the *additional compensation rule*, or any other ethics rules or laws. Per direction from IDOA, and upon the recommendation of our State Ethics Director, Ms. Cooper, we respectfully request a formal opinion from the Inspector General and Ethics Commission.

Background Facts:

Purdue University Global serves as Purdue University's online educational provider. They provide educational opportunities to a large class of students, including niche programs for first responders and those in the military. They approached IDOC to develop a specialized educational program for those in corrections, that would work closely with the Department's Staff Development & Training Division to offer specialized curricula towards degrees. Attached is a PowerPoint presentation provided by Purdue that offers more information on this program. Leveraging the agency's training will provide college credits and financial savings towards degrees.

To date, the Department of Correction has had no business relationship or contractual relationship with Purdue Global.

The Department wishes to enter an agreement with Purdue Global so qualified staff can receive educational credits for specific training they earned through IDOC's Staff Development & Training Division, and so staff can also receive discounted credit, including a 20% discount on credits leading to an undergraduate degree, and a 14% discount for credits leading toward graduate degrees (Refer to page 9 of the attached PowerPoint.) These discounts are also reflected in the exhibit included in the proposed agreement (copy attached).

The IDOC supports this agreement for several reasons. The department is currently experiencing unprecedented low staff retention and high staff turnover. Providing this benefit could encourage some staff to stay with the agency to pursue their education. A more highly educated workforce would also benefit the agency generally, and potentially prepare more staff for opportunities to promote to higher level positions within the agency.

This opportunity was generally discussed with SPD via the agency's H.R. Director, and she did not express any concerns. As we proceeded toward a formalized agreement, IDOA stopped the process, postulating that this proposed agreement might, at least appear, to transgress the *gift rule* and also questioned whether Purdue Global was a duly recognized 'public institution' in as much as it did not have separate statutory authority like its parent entity Purdue University.

The Department first sought an informal opinion from the Office of Inspector General. After reviewing State Ethics Director Cooper's Informal Opinion, one question still remained: whether the contractual relationship might violate the *additional compensation rule*.

Discussion:

The IDOC believes that this future contractual relationship would violate neither the *gift rule* nor the *additional compensation rule* for the reasons perfectly expressed by Director Cooper in her informal opinion (attached).

Specifically, this contract would not violate *the gift rule* because:

- (1) This is not a gift intended to influence any decision-maker but an educational opportunity that will benefit the Agency by incentivizing staff to grow and remain career-focused within the agency;
- (2) Once a contract was approved, the discounted college credits would be consideration as part of the contract and not some "free gift" offered to staff.
- (3) Purdue Global is a "public institution" and so these credits offered to staff fall within the specific exemption outline in the rule (See 42 IAC 1-5-1(b)(1).
- (4) It is a discount/promotional opportunity of which we received the go-ahead from SPD via our H.R. Director, but in any event would be deemed approved as an exception to the *gift rule* by IDOA, by way of the approval and signing of the contract (See 42 IAC 1-5-1(b)(8)).

This contract would also not violate the *additional compensation rule* because:

- (1) It should not be considered "Compensation" as defined in IC 4-2-6-1(a)(7) in as much as these benefits are not offered in return of services rendered by the state employees, but rather to improve education and professional standards within the agency (See Ethics Commission Opinion 09-I-14, at: https://www.in.gov/ig/files/opinions/2009/s09-I-14_OIG-AC_SP.pdf) In other words, permitting staff to receive discounts on education credits does not imply some quid pro quo that the state employees would provide some unwarranted service to Purdue Global in return.

- (2) These discounted credits would help generally expand the education among correctional staff that avail themselves of it and thereby directly benefit the agency. And
- (3) Because the Department of State Personnel and the Department of Administration are able to authorize “discounts” and “promotional programs” for state employees without offending the *gift rule* by way of 42 IAC 1-5-1(b)(8), it follows that this authorization must likewise extend as an exception to the *additional compensation rule* in as much as every discount or promotional program, by definition, includes some “thing of value” or some “financial benefit” as contemplated within the definition of “Compensation” as set out in I.C. 4-2-6-1(a)(7).

Thank you for your consideration. If you have any questions do not hesitate to contact the Indiana Department of Correction.

Respectfully Submitted,

Randall Koester
IDOC COS/Ethics Officer
(317)232-5739
rkoester@idoc.in.gov

From: Cooper, Jennifer <JCooper@ig.IN.gov>
Sent: Monday, September 20, 2021 4:51 PM
To: Koester, Randy <RKoester@idoc.IN.gov>
Subject: Ethics Informal Advisory Opinion; Koester; IDOC; Gifts

Randy,

Thank you for contacting our office for advice in your capacity as Ethics Officer for the Indiana Department of Correction (IDOC).

We understand that you are seeking advice under the Code of Ethics (Code) to determine whether IDOC employees can receive post-secondary educational credits and opportunities from Purdue University Global (Purdue Global), Purdue University's (Purdue) online educational provider, through an agreement with IDOC.

You indicate that Purdue Global provides educational opportunities to a large class of students, including niche programs for first responders and those in the military. They approached IDOC to develop a specialized educational program for those in corrections, that would work closely with IDOC's Staff Development & Training (SD&T) Department to offer specialized curricula towards degrees. You attached their PowerPoint presentation to your request. Through this program, IDOC employees would be able to leverage their IDOC training to earn college credits and financial savings towards degrees.

Specifically, IDOC staff can receive credits for certain trainings they received through IDOC's SD&T. They can also receive a 20% discount for undergraduate degree credits and a 14% discount for graduate degree credits. You provide that this consideration is detailed as part of a referenced exhibit to the contract IDOC intends to enter with Purdue Global. You further provide that IDOC considers the program with Purdue Global to afford IDOC employees an educational opportunity that will benefit IDOC by incentivizing staff to grow and stay with the agency. (IDOC is experiencing unprecedented low retention of staff.)

You note that Purdue Global is a subsidiary of Purdue but does not have the same (land grant) statutory creation that Purdue has.

Your inquiry invokes consideration of 42 IAC 1-5-1, the ethics rule pertaining to gifts, and 42 IAC 1-5-2, the ethics rule pertaining to donor restrictions.

The gifts rule prohibits a state employee from knowingly soliciting, accepting or receiving any: (1) gift; (2) favor; (3) service; (4) entertainment; (5) food; (6) drink; (7) travel expenses; or (8) registration fees from a person who has a business relationship with the employee's agency or is seeking to influence an action by the employee in his or her official capacity.

The donor restrictions rule mirrors the gifts rule and prohibits those with a business relationship with a state employee's agency from offering a gift, favor, service, entertainment, food, drink, travel expenses or registration fees in that same circumstance. The same exceptions that apply to the gifts rule apply to the donor restrictions rule.

"Business relationship" is defined as "[d]ealings of a person with an agency seeking, obtaining, establishing, maintaining or implementing: (i) a pecuniary interest in a contract or purchase with the agency; or (ii) a license or permit requiring the exercise of judgment or discretion by the agency."

The general prohibition on gifts is subject to the eight exceptions outlined in subsection (b) of 42 IAC 1-5-1 or its application in certain circumstances may be waived by the agency's appointing authority as provided for in subsections (c) and (d).

The contract that IDOC plans to enter with Purdue Global to establish this educational partnership would create a business relationship between Purdue Global and IDOC.

This relationship would ordinarily prohibit Purdue Global from providing the proposed educational credit and discounts to IDOC employees under the donor restrictions rule. Likewise, IDOC employees would be prohibited from accepting the credits/discounts provided by Purdue Global.

However, because the credits/discounts are part of the consideration of the contract between Purdue Global and IDOC they would not be considered gifts to IDOC employees. In other words, Purdue is not offering anything additional (or free) to IDOC employees beyond what it is providing IDOC through the contract. Further, even if the credits/discounts were gifts to IDOC employees, the exception under 42 IAC 1-5-1(b)(1) likely applies. This exception permits gifts, favors, services, entertainment, food, drink, travel expenses, or registration fees from public

agencies or public institutions. It is likely that Purdue Global, Purdue's subsidiary and online education provider, would be considered a public institution as it is a part of Purdue.

If you would like a public and final determination on this question, you may request a formal advisory opinion from the State Ethics Commission (Commission), the ultimate authority on interpretation of the Code. More information on the formal advisory opinion process can be found on our [website](#).

In addition to the gift and donor restrictions rules, the rule on additional compensation (42 IAC 1-5-8) should be noted. The additional compensation rule prohibits a state employee from soliciting or accepting compensation for the performance of official duties other than provided for by law.

You write that IDOC employees may be eligible to receive educational credits for certain trainings they completed through IDOC's SD&T. If completion of these trainings is part of their official state duties, IDOC employees would be prohibited from accepting the educational credits, if they would be considered compensation, for completion of these trainings.

"Compensation" is defined in IC 4-2-6-1(a)(7) as any money, thing of value or financial benefit conferred on or received by any person in return for services rendered or for services to be rendered whether by that person or another. The Commission has never interpreted "compensation" in the context of educational credits provided to an employee by their agency through a contract with an educational institution. The Commission has, however, interpreted the term "compensation" when analyzing the application of the additional compensation rule to the payment of state agency attorneys' professional licensing fees. In [09-I-14](#), the Commission determined that the payment of state attorneys' dues and continuing legal education fees were not considered "compensation" and thus the additional compensation rule did not prohibit state agencies from paying the annual attorney registration fees for attorneys practicing law within their agencies. The rationale for this interpretation was that the payment of dues and fees, although a thing of value, would not necessarily be paid "in return for services rendered". The Commission opined that the term "in return for services" implies a specific quid pro quo and the fees in these types of situations would be paid to maintain the professional standards of the attorneys involved, and not necessarily specifically in return for services rendered by the attorneys.

Likewise, it does not appear that the educational credits would be provided to IDOC employees in return for specific services rendered by the IDOC employees. Rather, the credits are

contemplated as part of the educational partnership that IDOC and Purdue Global are pursuing through their upcoming contract. You note that IDOC is hoping that this program will benefit IDOC by incentivizing staff to grow and stay with the agency as IDOC is experiencing unprecedented low retention of staff.

Although we believe it is likely, based on the Commission's past interpretation of the term "compensation," that the Commission would find that the educational credits are not considered "compensation" for purposes of the additional compensation rule, we would recommend seeking a formal advisory opinion for a final determination from the Commission on this question.

Thank you again for submitting your question to our office. Please let us know if you 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 advice 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,

Jen Cooper

State Ethics Director

Office of Inspector General

Please take a few moments to provide feedback on your experience: <https://www.surveymonkey.com/r/OIGInformals>. Thank you!

IC 4-2-6-1

Definitions

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

...

(2) "Agency" means an authority, a board, a branch, a bureau, a commission, a committee, a council, a department, a division, an office, a service, or other instrumentality of the executive, including the administrative, department of state government. The term includes a body corporate and politic set up as an instrumentality of the state and a private, nonprofit, government related corporation. The term does not include any of the following:

- (A) The judicial department of state government.
- (B) The legislative department of state government.
- (C) A state educational institution.
- (D) A political subdivision.

...

(5) "Business relationship" includes the following:

(A) Dealings of a person with an agency seeking, obtaining, establishing, maintaining, or implementing:

- (i) a pecuniary interest in a contract or purchase with the agency; or
- (ii) a license or permit requiring the exercise of judgment or discretion by the agency.

- (B) The relationship a lobbyist has with an agency.
- (C) The relationship an unregistered lobbyist has with an agency.

...

(7) "Compensation" means any money, thing of value, or financial benefit conferred on, or received by, any person in return for services rendered, or for services to be rendered, whether by that person or another.

...

(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.

...

(13) "Person" means any individual, proprietorship, partnership, unincorporated association, trust, business trust, group, limited liability company, or corporation, whether or not operated for profit, or a governmental agency or political subdivision.

...

42 IAC 1-5-1 Gifts; travel expenses; waivers

Authority: IC 4-2-7-3; IC 4-2-7-5

Affected: IC 3-9-2; IC 4-2-6

Sec. 1. (a) A state employee or special state appointee, or the spouse or unemancipated child of a state employee or special state appointee, shall not knowingly solicit, accept, or receive any:

- (1) gift;
- (2) favor;
- (3) service;
- (4) entertainment;
- (5) food;
- (6) drink;
- (7) travel expenses; or
- (8) registration fees;

from a person who has a business relationship with the employee's or special state appointee's agency or is seeking to influence an action by the employee or special state appointee in his or her official capacity.

(b) The following shall not be subject to this rule:

- (1) Gifts, favors, services, entertainment, food, drink, travel expenses, or registration fees from public agencies or public institutions.
- (2) Food or drink consumed at a public meeting to which at least twenty-five (25) individuals are invited. A meeting will be considered public if:
 - (A) the event is a reception or other gathering for public officials that is not arranged to solicit government procurement of goods or services;
 - (B) the employee is giving a speech or participating in a presentation in the employee's official capacity; or
 - (C) the meeting has a formal educational program that the employee is attending to assist him or her in performing official duties.
- (3) Mementos or souvenirs of nominal value.

(4) Food or drink consumed by an employee during negotiations or other activities related to an Indiana economic development corporation economic development project.

(5) Gifts, favors, services, entertainment, food, or drinks from relatives, or a person with whom the employee or special state appointee has an ongoing social relationship, so long as:

(A) the gifts or other items of value are not deducted as a business expense; and

(B) the gift giver is not seeking to influence an action by an employee or special state appointee in that person's official capacity.

(6) Political contributions subject to IC 3-9-2 that are reported in accordance with applicable law.

(7) Nominal refreshments offered to a state employee or a special state appointee conducting official state business while the employee or special state appointee is at a workplace of a person who:

(A) has a business relationship; or

(B) seeks to influence official action;

with the employee's or special state appointee's agency.

(8) Discount and other promotional programs approved and made available to state employees and special state appointees through the state personnel department or the Indiana department of administration.

(c) An employee's or special state appointee's state officer or appointing authority may waive application of subsection (a) of this rule in individual cases when consistent with the public interest. The waiver shall:

(1) be in writing; and

(2) identify the following:

(A) The employee or special state appointee.

(B) The nature and value of the gift.

(C) The donor of the gift.

(D) Why acceptance of the gift is consistent with the public interest.

(d) Written waivers must be filed with the commission within thirty (30) days of receipt of the gift. The commission may review the written waivers. An appointing authority or state officer may designate authority to the agency's ethics officer to waive application of this rule on behalf of the appointing authority or state officer. The designation shall be in writing and filed with the commission.

(e) If a person wishes to reimburse the state for any part or all of the expenses incurred by the state for appearances of a state officer, employee, or special state appointee or their official representatives on behalf of the state, the person shall remit to the treasurer of state any such amounts. The treasurer of the state shall quietus the funds into the general fund.

42 IAC 1-5-2 Donor restrictions

Authority: IC 4-2-7-3; IC 4-2-7-5

Affected: IC 4-2-7-3

Sec. 2. A person who has a business relationship with an employee's or a special state appointee's agency shall not provide any:

- (1) gifts;
- (2) favors;
- (3) services;
- (4) entertainment;
- (5) food;
- (6) drink;
- (7) travel expenses; or
- (8) registration fees;

to such employee or special state appointee if the employee or special state appointee would not be permitted to accept the gift, favor, service, entertainment, food, drink, travel expenses, or registration fees under this rule.

42 IAC 1-5-8

Additional compensation

Sec. 8. A state officer, employee, or special state appointee shall not solicit or accept compensation for the performance of official duties other than provided for by law.

Jen Cooper | State Ethics Director
Indiana Office of Inspector General/
State Ethics Commission
315 W. Ohio Street, Room 104
Indianapolis, IN 46202
Tel: 317.234.4108
Email: jcooper@ig.in.gov
Web: www.in.gov/ig



**Indiana Department of Corrections
& Purdue University Global
Partnership Overview**

July 2021



PURDUE GLOBAL
UNIVERSITY®

PURDUE GLOBAL
UNIVERSITY

Who Is Purdue University Global?

A World-Class Online Education

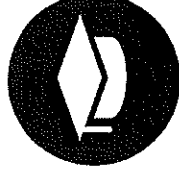
Our Institution



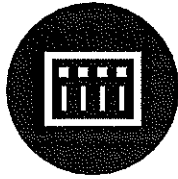
Faculty:
~1,700



Enrollment:
28,000



Avg. class size:
24 | **16**
Undergraduate Graduate



Programs:
175



Degrees awarded
'18-'19:
8,000



Avg. faculty tenure:
>8 years

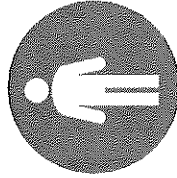
Source: Purdue Global Office of Reporting and Analysis, 2018–2019 academic year, August 2019.

Purdue University Global | [Company name Title of webinar]

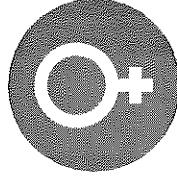
Who Is Purdue University Global?

A World-Class Online Education

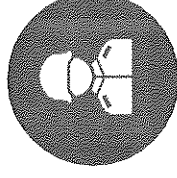
Our Students



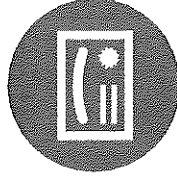
Over the age of 30:
62%



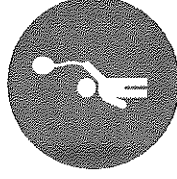
Female:
66%



Military affiliated:
>8 years



Had neither parent
attend college:
52%



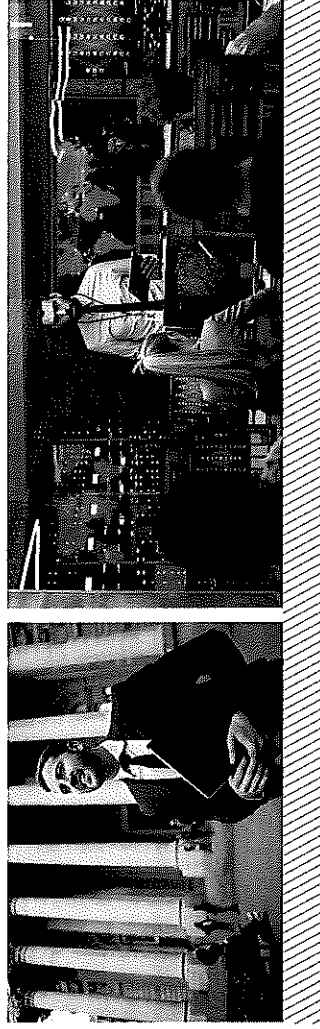
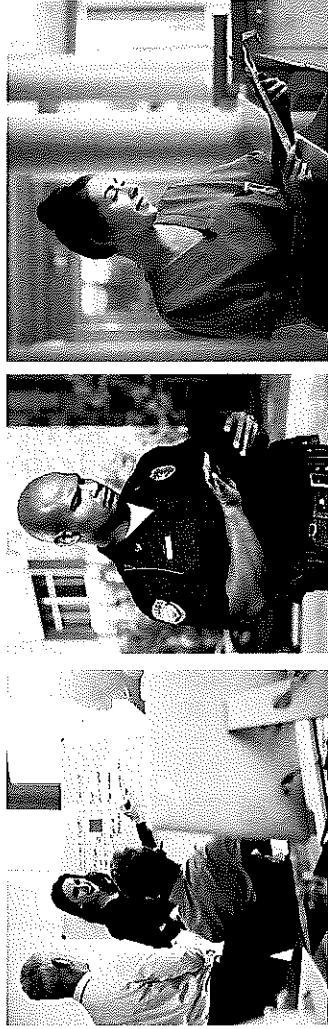
Have a child or
other dependent:
63%

Source: Purdue Global Office of Reporting and Analysis, 2018–2019 academic year, August 2019.

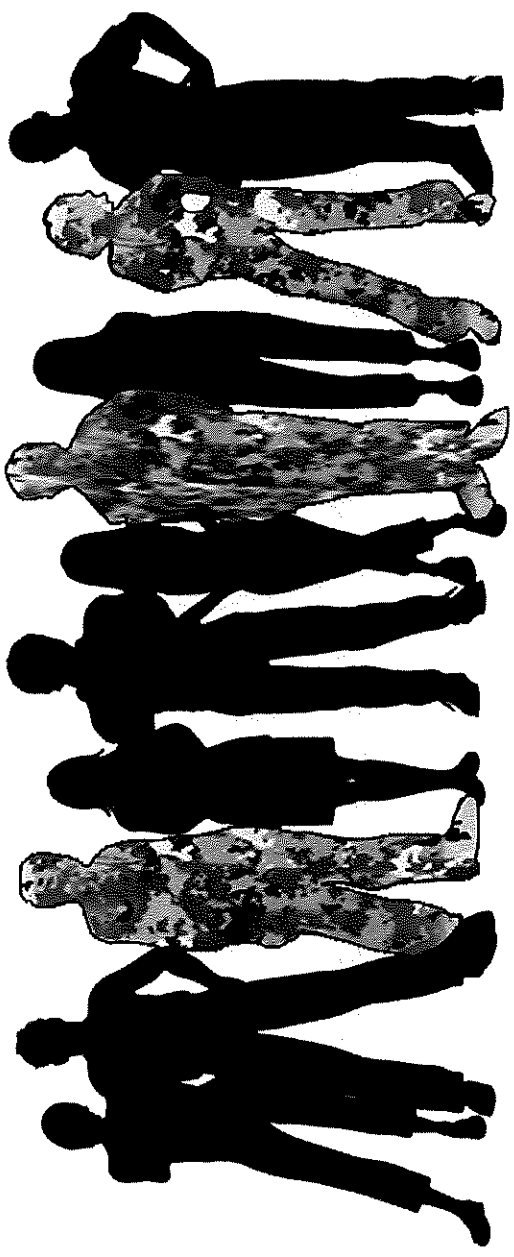
A Worldclass Learning Environment

Purdue Global offers learning in areas including:

- Business and Information Technology
- Criminal Justice
- Education
- Health Sciences
- Legal Studies
- Nursing
- Social and Behavioral Sciences



Student Landscape



30% of all

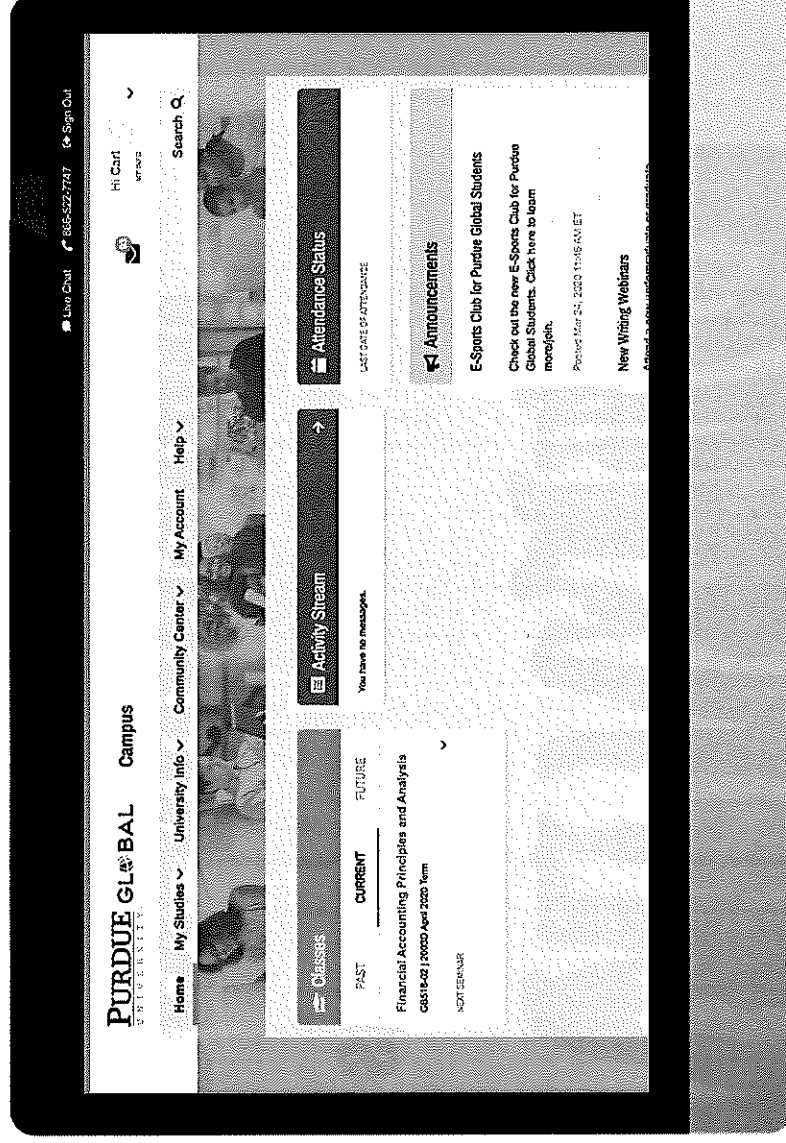
PURDUE GLOBAL students
UNIVERSITY

are Military-Affiliated

Why Purdue Global?

- Accredited*
- Frequent start dates
- Accelerated path to degree
- Experienced instructors
- Live seminars every week (recorded sessions offer flexibility)
- Communicate with fellow students and faculty
- Various options to get credit for previous work (transfer credit, articulations, learning assessments, etc.)

*Purdue University Global is Accredited by The Higher Learning Commission. This accreditation covers all academic programs, all regional locations, and all programs provided via distance education. For more information, please visit HLCommission.org or call 800-621-7440.



Transfer Credits

You could earn credit for your previously completed college courses.

Prior learning credit may equal a maximum of 75% of your undergraduate degree.

800K

Credits Awarded

Last year we awarded more than 800,000 prior learning credits.

230M

Dollars Saved

That's a student savings of over \$230 million.*

44%

Average Savings

Bachelor's graduates with prior learning credits save an average of 44% on tuition. †

*Purdue Global does not guarantee the transferability of credit from any of these sources. See the [University Catalog](#) for the Prior Learning Assessment policy.

†Source: Office of Reporting and Analysis, November 2019. 2018–2019 academic year. Savings calculation is based on the number of credits awarded in the period: 838,069 quarter credit hours = \$230 million. Savings reflect reductions for Indiana residents, military-related students, and certain employees of preselected corporations, institutions, and organizations engaged in an educational alliance. See [University Catalog](#) for Prior Learning Assessment policy.

†Purdue Global online bachelor's degree students who graduated in 2018–2019 and applied eligible prior learning (transfer, experiential, or credit by exam) credits saved an average of \$29,000 toward the total degree. Campus tuition and prior learning savings vary by location. Savings based on overall cost of completion without prior learning credit. Calculation based on total prior learning credit times cost per credit in student's program of study. Individual savings will vary. Calculation includes campus and military students. Purdue Global does not guarantee transferability of credit. See [University Catalog](#) for the Prior Learning Assessment policy.

Student Experience

Student Satisfaction With Purdue Global
Students rated their overall experience and whether or not they would choose to attend Purdue Global again.

Percentage Rating Their Overall Experience as “Excellent” or “Good”

First-year
Purdue Global: 93%

Senior
Purdue Global: 93%

Percentage Who Would “Definitely” or “Probably” Attend This Institution Again

First-year
Purdue Global: 93%

Senior
Purdue Global: 92%

Source: National Survey of Student Engagement, fall 2019.

Partnership Overview

Indiana State Tuition Reduction for Indiana residents and family members. Non-resident employees and family members will receive a 20% tuition reduction for undergraduate programs and 14% tuition reduction for graduate programs.

On the job training credit for Indiana Department of Corrections employees, as follows:

- New Employee Training Process (total: 14 quarter credits)
- All students:**
 - CJ100 Preparing for a Career in Public Safety (5 credits)
 - CJ101M4 Achieving Your Education Goals as a Criminal Justice Student (1 credit)
 - CJ130 Introduction to Corrections (5 credits)
 - CJ227M1 Pre-Arrest Police Encounters (1 credit)

•Area specific:

- **Parole Academy:**
 - Two upper-level criminal justice elective credits (2 credits)
- **Making a Change Academy or other than Parole Academy or Making a Change Academy:**
 - Two lower-level criminal justice elective credits (2 credits)

•DOC Supervisory

- Three lower-level criminal justice elective credits (3 credits)

•Leadership Academy

- Two lower-level criminal justice elective credits (2 credits)

•Experienced and Emerging Leaders (EEL)

- One lower-level criminal justice elective credit (1 credit)

Robust marketing supported by both parties

Thank you!

Poonum Sidhu

Executive Director, National Accounts

Enterprise Learning Solutions

T (310) 913-9174

poonum.sidhu@purdueglobal.edu



PROFESSIONAL SERVICES CONTRACT

#0000000000000000000040747

This Contract (the "Contract"), entered into by and between Indiana Department of Correction (the "State") and Purdue University Global, Inc., d/b/a Purdue Global, an Indiana nonprofit, public benefit corporation and postsecondary SEI Affiliated Educational Institution, as defined in Indiana Code § 21-27-10 ("Purdue Global" or 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 the Contractor** The duties of the Contractor are set forth on **Exhibit A**, attached hereto and incorporated fully herein.
- 2. Consideration.** The Contractor will be paid **\$0.00** for performing the duties set forth above. Total remuneration under this Contract shall not exceed **\$0.00**. Overall, the State will receive the benefit of a more educated workforce while the Contractor is able to broaden their client base.
- 3. Term.** This Contract shall be effective for a period of **three (3) years**.
It shall commence on **July 1, 2021** and shall remain in effect through **June 30, 2024**.
- 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 term, and for three (3) years from the date of final payment under this Contract, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.
- 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, **except that the State hereby expressly acknowledges and consents to the assignment by the Contractor of some or all of its marketing, enrollment, student advising and other responsibilities hereunder to Kaplan North America, LLC.** 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 and all applicable provisions of 2 C.F.R. 200.

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

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

9. 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 of any state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.

B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, *et seq.*, IC § 4-2-7, *et seq.* 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 it is not presently in arrears in payment of its taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Contractor agrees that further work may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.

D. The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State.

E. If a valid dispute exists as to the Contractor's liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay. The Contractor must submit, in writing, a request for review to the Indiana Department of Administration ("IDOA") following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties.

F. The Contractor warrants that the Contractor and its subcontractors, if any, shall obtain and maintain all required permits, licenses, and approvals, as well as comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Contract and grounds for immediate termination and denial of further work with the State.

G. The Contractor agrees that the State may confirm, at any time, that no liabilities exist to the State, and, if such liabilities are discovered, that the State may bar the Contractor from contracting with the State in the future and cancel existing contracts.

H. As required by IC §5-22-3-7:

(1) The Contractor and its principals 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. Confidentiality of Data, Property Rights in Products, Copyright Prohibition and Ownership of Documents and Materials.

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

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

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

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

12. 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.

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

14. 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. 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.

C. 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).

15. Debarment and Suspension.

A. The Contractor certifies by entering into this Contract that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.

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

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

17. 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 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 IC § 4-6-2-11 in situations where dispute resolution efforts lead to a compromise of claims in favor of the State as described in that statute. In particular, releases or settlement agreements involving releases of legal claims or potential legal claims of the state should be processed consistent with IC § 4-6-2-11, which requires approval of the Governor and Attorney General.

18. 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.

19. 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.

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.

20. 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-competition agreements that may be in effect. This release will be at no cost to the State or the employee.

21. 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.

22. Funding Cancellation. As required by Financial Management Circular 2007-1 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Contract, this Contract shall be canceled. A determination by the Director of State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

23. 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.

24. 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.

25. 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 will not provide indemnification to the Contractor.

26. 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.

27. Indiana Veteran Owned Small Business Enterprise Compliance. Award of this Contract was based, in part, on the Indiana Veteran Owned Small Business Enterprise ("IVOSB") participation plan, as detailed in the IVOSB Subcontractor Commitment Form, commonly referred to as "Attachment A-1" in the procurement documentation and incorporated by reference herein. Therefore, any changes to this information during the Contract term must be approved by IDOA's IVOSB Division ("IVOSB Division") and may require an amendment. It is the State's expectation that the Contractor will meet the subcontractor commitments during the Contract term, **except for the subcontractor expressly acknowledged and approved per Paragraph 5 of this Contract.** The following certified IVOSB subcontractor(s) will be participating in this Contract:

IVOSB PERSON	COMPANY NAME PERCENT	PHONE	EMAIL OF CONTACT
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Not Applicable this Agreement

Briefly describe the IVOSB service(s)/product(s) to be provided under this Contract and include the estimated date(s) for utilization during the Contract term:

A copy of each subcontractor agreement, **other than the subcontractor agreement expressly acknowledged and approved per Paragraph 5 of this Contract**, must be submitted to the IVOSB Division within thirty (30) days of the effective date of this Contract. The subcontractor agreements may be uploaded into Pay Audit (Indiana's subcontractor payment auditing system), emailed to IndianaVeteransPreference@idoa.IN.gov, or mailed to IDOA, 402 W. Washington Street, Room W-478, Indianapolis, IN 46204. Failure to provide a copy of any subcontractor agreement may be deemed a violation of the rules governing IVOSB procurement and may result in sanctions allowable under 25 IAC 9-5-2. Requests for changes must be submitted to IndianaVeteransPreference@idoa.IN.gov for review and approval before changing the participation plan submitted in connection with this Contract.

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

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

28. Information Technology Enterprise Architecture Requirements. If this Contract involves information technology-related products or services, the Contractor agrees that all such products or services are compatible with any of the technology standards found at <https://www.in.gov/iot/2394.htm> that are applicable, including the assistive technology standard. The State may terminate this Contract for default if the terms of this paragraph are breached.

29. Insurance.

A. The Contractor and its 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, 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 not less than \$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 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 with limits no less than \$700,000 per cause of action and \$5,000,000 in the aggregate.
5. Surety or Fidelity Bond(s) if required by statute or by the agency.
6. Cyber Liability if requested by the State addressing risks associated with electronic transmissions, the internet, networks and informational assets, and having limits of no less than \$700,000 per occurrence and \$5,000,000 in the aggregate.

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. **Contractor may meet insurance requirements through commercial policies, self-insurance, or a combination of both.**

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.

30. 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: **N/A**

31. 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.

32. 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.

33. Minority and Women’s Business Enterprises Compliance.

Award of this Contract was based, in part, on the Minority and/or Women’s Business Enterprise (“MBE” and/or “WBE”) participation plan as detailed in the Minority and Women’s Business Enterprises Subcontractor Commitment Form, commonly referred to as “Attachment A” in the procurement documentation and incorporated by reference herein. Therefore, any changes to this information during the Contract term must be approved by MWBE Compliance and may require an amendment. It is the State’s expectation that the Contractor will meet the subcontractor commitments during the Contract term, **except for the subcontractor expressly acknowledged and approved per Paragraph 5 of this Contract.**

The following MBE/WBE Division (“Division”) certified MBE and/or WBE subcontractors will be participating in this Contract:

MBE or WBE CONTACT PERSON	COMPANY NAME PERCENT	PHONE	EMAIL OF
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Not Applicable to this Agreement

Briefly describe the MBE and/or WBE service(s)/product(s) to be provided under this Contract and include the estimated date(s) for utilization during the Contract term:

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

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

The Contractor’s failure to comply with the provisions in this clause may be considered a material breach of the Contract.

34. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically IC § 22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, 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”). Furthermore, 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 Contractor understands that the State is a recipient of federal funds, and therefore, where applicable, the Contractor and any subcontractors agree to comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246 as amended by Executive Order 13672, which are incorporated herein by specific reference.

35. Notice to Parties. Whenever any notice, statement or other communication is required under this Contract, it will be sent by E-mail or first class U.S. mail service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:

Nancy Riley
302 West Washington Street Room E334
Indianapolis, IN 46204
Email: nriley@idoc.in.gov

B. Notices to the Contractor shall be sent to:

Purdue University Global, Inc.
2550 Northwestern Ave
West Lafayette, IN 47906
Attention: Christopher A. Ruhl, Chief Financial Officer
Email: ruhlc@purdue.edu

With a copy to (which copy shall not constitute effective notice):

Kaplan North America, LLC
1515 W. Cypress Creek Rd.
Fort Lauderdale, FL 33309
Attn: Kumar Rajnish
Chief Strategy Officer
Email: khpe.contracts@kaplan.com

With a copy to (which copy shall not constitute effective notice):

Purdue University Office of Legal Counsel
Hovde Hall, Room 230
610 Purdue Mall
West Lafayette, Indiana 47907
Email: legalcounsel@purdue.edu

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.

36. Order of Precedence; Incorporation by Reference. Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) this Contract, (2) attachments prepared by the State, (3) RFP #N/A, (4) Contractor's response to RFP #N/A, and (5) attachments prepared by the Contractor. All attachments, and all documents referred to in this paragraph, are hereby incorporated fully by reference.

37. 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. **To clarify, Contractor's instructional copyrightable works (including syllabi, curricula, lectures, problem sets, exams and exam keys and other instructional materials) are not Materials, and remain the property of Contractor.**

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.

38. Payments. All payments shall be made thirty five (35) days in arrears in conformance with State fiscal policies and procedures and, as required by IC § 4-13-2-14.8, the direct deposit by electronic funds transfer to the Contractor in writing. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC § 4-13-2-20.

39. 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.

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.

40. 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.

41. Public Record. The Contractor acknowledges that the State will not treat this Contract as containing confidential information, and will post this Contract on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Contract shall not be considered an act of the State.

42. 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.

43. 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.

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

45. Termination for Convenience. This Contract may be terminated, in whole or in part, by the State, which shall include and is not limited to IDOA 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 IDOA shall be deemed to be a party to this Contract with authority to terminate the same for convenience when such termination is determined by the Commissioner of IDOA to be in the best interests of the State.

46. 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 Contractor 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.

47. Travel. No expenses for travel will be reimbursed unless specifically authorized by this Contract. Permitted expenses will be reimbursed at the rate paid by the State and in accordance with the Budget Agency's *Financial Management Circular – Travel Policies and Procedures* in effect at the time the expenditure is made. Out-of-state travel requests must be reviewed by the State for availability of funds and for conformance with *Circular* guidelines.

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

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.

50. State Boilerplate Affirmation Clause. The Contractor affirms under the penalties of perjury that it has not altered, modified, changed or deleted the State's standard contract clauses (as contained in the *2019 OAG/ IDOA Professional Services Contract Manual* or the *2019 SCM Template*) in any way except as follows:

Paragraph 5: approval of subcontractor;

Paragraph 11: Added language based on nature of Agreement and Contractor;

Paragraph 27: carve-out for approved subcontractor;

Paragraph 29: changes to reflect self-insurance for SEI-affiliated institution;

Paragraph 33: carve-out for approved subcontractor;

Paragraph 37: change to clarify that instructional materials are not work-for-hire.

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the State Educational Institution, or that the undersigned is the properly authorized representative, agent, member or officer of the State Educational Institution. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the State Educational Institution, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Contract other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Contract, the State Educational Institution attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

Agreement to Use Electronic Signatures

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

https://fs.gmis.in.gov/psp/guest/SUPPLIER/ERP/c/SOI_CUSTOM_APPS.SOI_PUBLIC_CNTRCT
S.GBL

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

PURDUE UNIVERSITY GLOBAL, INC.

Indiana Department of Correction

By:

By:

Title:

Title:

Date:

Date:

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 A
TO
PROFESSIONAL SERVICES CONTRACT

This Exhibit A ("Exhibit A") makes reference to the Professional Services Contract (hereinafter referred to as the "Contract") dated as of _____ between and **Indiana Department of Correction**, ("State") with a principal place of business at _____ and **Purdue University Global, Inc.**, d/b/a Purdue Global, an Indiana nonprofit, public benefit corporation and postsecondary SEI Affiliated Educational Institution, as defined in Indiana Code § 21-27-10 ("Purdue Global" or "Contractor"), with its main office located at 2550 Northwestern Ave, West Lafayette, IN 47906. NOW, the State and Contractor hereby represent, warrant and agrees as follows:

RECITALS

The Contractor/State initiative is a collaboration between the Contractor and employers in the State of Indiana offering an affordable means of access to a college education for their employees.

The State desires to participate in the Contractor's educational programs.

The State will reimburse their employees who enroll at Purdue Global in a manner outlined in IDOC policy, attached to the Contract and labeled Attachment 1.

TERMS AND CONDITIONS:

A. OBLIGATIONS.

1. CONTRACTOR Obligations. During the Term of this Contract, Contractor agrees to provide the following Academic and Support Services to State's eligible employees and their family members:

- a. Overall orientation of enrollees and support teams to Purdue Global and its requirements and expectations.
- b. Provision of educational requirements to be satisfied during the enrollees' enrollment at Purdue Global.
- c. Training staff advisors specifically to support State personnel; these advisors will respond to all inquiries via the stipulated web site or dedicated support phone number.
- d. Front end student advising to enrollees
- e. Admissions support services related to applications submitted by enrollees.
- f. Billing and payment processing for enrollees' tuition and fees.
- g. Technical Support for enrollees in accessing and utilizing Purdue Global's online courses.

2. Marketing Services. During the Term of this Contract, Contractor agrees to provide the following additional marketing services to the State and the State's eligible employees and their family members. As indicated in Section 5 of the Contract, the State acknowledges and agrees that some or all of these services may be performed on behalf of Contractor by Kaplan North America, LLC ("KNA") per previous agreement between KNA and Contractor.

- a. Editorial services, marketing and advertising relating to the marketing of the educational offerings to State's employees and family members, which may

include but not be limited to:

- Posters
- Social media posts
- Media Release
- Marketing/promotional video: For the State web site and social media.
- Microsite
- Launch email
- Digital Monitors
- Pull-up banners
- Business cards
- Events
- Digital Monitors

2. STATE Obligations. To ensure success of this Contract during its Term, the Partner agrees to implement and undertake efforts that will include but not be limited to the following:

a. State will review the strategic planning document created by Kaplan on an ongoing basis upon receipt and will work with the alliance director to collaborate and communicate the benefits and programs offered by Purdue Global to enrollees utilizing the methods of communication mentioned below in Section 3.a.

B. SCOPE OF SERVICES.

1. Contractor has created a custom package of transferrable credit for enrollees based on the Review of IDOC's Training Programs, attached and labeled Attachment 2.

2. Tuition Reductions:

a. Indiana Residents. Those eligible employees of the State and their family members that are Indiana residents will receive Indiana in-state tuition for undergraduate and graduate programs and certificates at:
[https://www.purdueglobal.edu/tuition-financial-aid/tuition-reduction/.](https://www.purdueglobal.edu/tuition-financial-aid/tuition-reduction/)

b. Non-Residents of Indiana. Those eligible employees of the State and their family members who are not Indiana residents will receive a tuition reduction on Purdue Global online and ground college programs as of the Effective Date as follows: 20% off published tuition rates for all undergraduate programs and certificates, and 14% off published tuition rates for all graduate programs and certificates.

ATTACHMENT 1



STATE OF INDIANA
Department of Correction
Indiana Government Center—South

Eric J. Holcomb
Governor

302 W. Washington Street • Indianapolis, Indiana 46204-2738
Phone: (317) 232-5711 • Fax: (317) 232-6798 • Website: www.in.gov/idoc/

Robert E. Carter Jr.
Commissioner

July 30, 2019

EXECUTIVE DIRECTIVE # 19-58

This Executive Directive presents and authorizes guidelines for the Tuition Reimbursement Program (TRP). The purpose of the TRP is to assist the Department's full-time employees with expenses incurred while continuing their education. The TRP shall only be used for courses that will improve and/or increase the employee's job skill, contribute to his/her job performance, and prepare the employee for advancement within the Department. This Executive Directive is effective immediately and applicable to all Department full-time employees.

I. Requirements for Reimbursement

TRP is offered to active full-time Department employees who meet the following criteria:

- Have been employed with the Department full-time for six (6) continuous months and is a current active employee, and
 - Employees who have received a Performance Appraisal, must have met or exceeded overall ratings on the most recent review year.
 - Contractors, temps, intermittent, and part-time staff are not eligible.
 - The college/university must be an accredited State of Indiana institution.
- A. All applying employees shall familiarize themselves with this Executive Directive. If the employee does not understand the Executive Directive or any of the requirements, they should direct all questions to TRP@idoc.in.gov.
- B. Participating employees shall submit a completed TRP packet to the TRP mailbox (TRP@idoc.in.gov) at least two (2) weeks prior to the start of a course to obtain approval for reimbursement. All late submissions will be automatically denied approval for reimbursement.
- C. The TRP packet shall include the following documentation:
- Pre-Approval TRP Application,
 - A course description,
 - Documentation of college/university State of Indiana accreditation.

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- Documentation of cost of tuition per credit hour/semester from school website.
 - Note: If the college/university offers a state employee and/or IDOC discount, the discounted tuition rate must be used on the Pre-Approval TRP Application and on the Post-Approval TRP Application.

D. Employees shall be notified by the TRP Committee of approval or denial of reimbursement.

E. All participating employees are required to complete eighteen (18) months of full-time continuous employment with IDOC upon completion of approved courses.

II. Reimbursement

Employees may receive reimbursement for the following programs per calendar year (January 1 through December 31).

- Master and Doctorate degrees: up to seventy-five per cent (75%) of cost, but shall not exceed fifty-two hundred dollars (\$5,200.00).
- Bachelor degrees: up to seventy-five per cent (75%) of cost, but shall not exceed forty-two hundred dollars (\$4,200.00).
- Associate degrees: up to seventy-five per cent (75%) of cost, but shall not exceed thirty-two hundred dollars (\$3,200.00).
- Associate degrees obtained at Ivy Tech Community College: up to one hundred per cent (100%) of cost, but shall not exceed thirty-two hundred dollars (\$3,200.00).
- Certificates (obtained through an accredited State of Indiana college/university): up to seventy-five per cent (75%) of cost, but shall not exceed two thousand dollars (\$2,000.00).

Note: If the institution has a discounted State Employee/IDOC tuition rate, the TRP will not reimburse for more than the discounted rate.

A. Allowed Expenses Examples:

1. Tuition;
2. Technology fees;
3. Online class fees;
3. Human Resources fees; and,
4. Laboratory fees

B. Not Allowed Expenses Examples:

1. Books;
2. School supplies;
3. Computer equipment; and,
4. Late Fees

If the employee is unsure if an expense is allowable, the employee may contact the TRP Committee at TRP@idoc.in.gov.

- C. Reimbursement is allowable for up to two courses per semester (Fall-August to December, Spring-January to May, and Summer-June to July). Any classes that end in December will not be paid until the next calendar year. The maximum reimbursement per calendar year is determined by when payment is received.
- D. If the participating employee receives financial aid (Pell grants, scholarships, other financial programs), the amount reimbursed shall be based on the tuition charges less any financial aid received. A loan which must be paid back by the participating employee shall not be considered financial aid. Failure to include financial aid on the Post-Approval TRP Application may result in denial of reimbursement payment.
 - Financial aid awarded per semester shall be divided by the total number of courses taken.
- E. Participating employees shall only be reimbursed if the course grade is a "C" or better for undergraduate courses and "B" or better for graduate courses.
- F. Participating employees must be set up as a State Vendor with the Auditor's Office in order to receive reimbursement and must provide TRP with their State Vendor number. If the participating employee is not set up as a State Vendor, they must submit the Federal W-9 form and the Automated Direct Deposit Authorization Agreement form to vendors@auditor.in.gov.

III. Procedure:

- A. Applying employees shall submit the completed TRP packet to the TRP Committee for approval at least two (2) weeks prior to the start of a course. The TRP packet must be emailed to TRP@idoc.in.gov. An incomplete TRP packet will be denied and a letter sent to the employee.
- B. The TRP Committee shall review, discuss, and approve or deny the application and notify the employee with the written decision and reasons for denial if applicable.
- C. If any of the information in the TRP packet changes (including course changes), it is the participating employee's responsibility to notify the TRP Committee of the change within three (3) business days. Some changes may require a new TRP packet to be submitted. Failure to notify the TRP Committee of changes may result in denial of reimbursement payment.
- D. If approved, the employee shall submit the completed relevant sections of the Post-Approval TRP Application, a detailed Bursar statement, and a copy of the final grades specific with course identification within thirty (30) days of completion of courses. Any late submissions may be denied reimbursement payment.
- E. If the employee leaves IDOC employment before the completion of approved courses or prior to reimbursement, reimbursement shall not be processed.

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- F. If the employee is reimbursed for TRP, and leaves IDOC (resigns, retires, transfers to another agency, dismissed) before finishing the required eighteen (18) months of post-employment, the employee shall be obligated to repay IDOC for the course(s) that have been reimbursed on a prorated basis. It is the employee's responsibility to notify the TRP Committee upon their notice of resignation, retirement, transfer, or upon dismissal. The full amount of prorated reimbursement must be repaid, or a payment arrangement set up within two weeks of separation. Any payment arrangement must be completed as soon as possible and not to exceed one year from separation.

- G. Any questions or concerns the participating employee has shall be directed to the TRP Committee at TRP@idoc.in.gov.

Please ensure that all appropriate staff members are made aware of, and have access to, this Executive Directive.

If there are any questions regarding this Executive Directive, please contact the TRP Committee at TRP@idoc.in.gov.

signature on file
Robert E. Carter, Jr.
Commissioner

ATTACHMENT 2

Total Credit Transfer

- New Employee Training Process (total: 14 quarter credits)
 - All students:
 - CJ100 Preparing for a Career in Public Safety (5 credits)
 - CJ101M4 Achieving Your Education Goals as a Criminal Justice Student (1 credit)
 - CJ130 Introduction to Corrections (5 credits)
 - CJ227M1 Pre-Arrest Police Encounters (1 credit)
 - Area specific:
 - Parole Academy:
 - Two upper-level criminal justice elective credits (2 credits)
 - Making a Change Academy or other than Parole Academy or Making a Change Academy:
 - Two lower-level criminal justice elective credits (2 credits)
- DOC Supervisory
 - Three lower-level criminal justice elective credits (3 credits)
- Leadership Academy
 - Two lower-level criminal justice elective credits (2 credits)
- Experienced and Emerging Leaders (EEL)
 - One lower-level criminal justice elective credit (1 credit)