



# Welcome to the 2026 State Contracts Seminar!



# 2026 Contract Seminar IDOA

May 20, 2026





# Statewide Procurement Modernization

**Brandon Clifton**  
Indiana Department of Administration  
Commissioner





# Statewide Procurement Modernization: Recap

- Limited SPRs
- Used national best pricing
- Increased competition by 200%+
- Increased QPAs by 162%
- Reduced non-competitive buys: 40/week → 40/month
- Speed to RFP: commit to 11 weeks avg (vs. 6 months national avg; 12–18 months avg for nearby states)



# Statewide Procurement Modernization: Independent Validation & Verification (IV&V)

- **How IV&V helps**
  - More independent oversight drives quality and maintains project budgets
  - Reduces risk of change orders
  - SEA 226 (2026): IV&V for contracts \$500K+
- **Early results**
  - ~\$150M saved or avoided in one year
  - \$9M saved on one BMV contract
  - More QPAs, fewer non-competitive buys



# Statewide Procurement Modernization: Artificial Intelligence Advancements

- A Google AI pilot supports procurement modernization by gathering, cleaning, and visualizing data
- Cross-agency collaboration with MPH uses Claude to scan thousands of PDFs, building the foundation for category management
- Microsoft Copilot helps review, refine, and improve SOWs – and streamlines drafting



# Statewide Procurement Modernization: Why Change is in Order

- Agencies should buy together to maximize our investment
- SEA 005 (2025), SEA 226 (2026) require changes:
  - Category management
  - Standard scopes and metrics
  - Increased competition



# Statewide Procurement Modernization: Positive Results for Employees and the Public

- Modernizing statewide procurement makes planning easier and reduces avoidable problems
- Better planning means fewer emergency contract decisions, lowering stress and burnout for staff
- Tax dollars are used wisely by improving how state teams work and balance resources

# Introduction to Category Management





# Benefits of Category Management

- A data driven category management model:
  - Uses data to group and standardize buys
  - Cut costs; boost efficiency without compromising quality
  - Fewer duplicate suppliers
  - Better contracts and compliance
  - Streamline supply chain



# Statewide Procurement Modernization: How Category Management Works

- Group and standardize what we buy
- Buy together to save more while maintaining quality
- Contracts include clear and consistent metrics
- Performance data feeds into the RFP process

# Category Management

Methodology for cost optimization and streamlining of purchases

## Category-Based Sourcing Strategies

- Organize contracts by product/service purchased
- Standardize products and specifications
- Market research

## Spend Analysis & Demand Management

- Consolidate purchasing
- Eliminate maverick spend
- Use historical spend data

## Vendor Management

- KPIs on vendor contracts
- Vendor performance reviews
- Use performance feedback in RFP scoring



**Customer-Centric:** Focus shifts from procurement of item to delivering outcome

**Faster Purchasing:** easier to access pre-vetted quality vendors

**Best Price:** pooled state bargaining power results in the most competitive price for all

**Statewide Procurement Strategy:** streamlined, efficient government fully collaborating



# Statewide Procurement Modernization: Ways to Save and Renegotiate

- **Software & IT Category**
  - Right-size scope; cut unused items
  - Use best statewide terms
  - Combine spend, renegotiate price and buy direct
- **Facilities**
  - Tighten terms to standardize service levels
  - Rebid big services with shared volume
  - Renegotiate leases; reduce space
  - Strong vendor governance
- **Temp Staff & Admin**
  - Lower total admin costs (tech + ops)
  - Standardize temp staffing
  - Renegotiate with combined spend
  - Consolidate medical supplies



# Category Management Team

## Category

- Professional Services
- Health & Human Services
- IT
- Fleet
- Goods
- Major Procurements
- Governance

## Director

- Muneer Alam
- Mike Huth
- Kevin March
- Nate Olver
- TBA
- TBA
- Robert Cohen

# Statewide Procurement Modernization





# Statewide Procurement Modernization

**Jenny Jansen**

Indiana Department of Administration  
General Counsel

**Tammy Glickman**

Indiana Department of Administration  
Deputy General Counsel



## Procurement Modernization Focus

- Increased focus on competition, documentation, and procurement planning.
- Standard scopes of work and measurable performance expectations are becoming increasingly important.
- Improving Vendor and Contract Management Competencies.
- SEA 005 and SEA 226 continue expanding modernization and oversight efforts.

# Statewide Procurement Modernization

## New Letter of Intent (LOI) form



in.gov/idoa/procurement/how-to-build-a-request-for-proposal-rfp/

IN.GOV An official website of the Indiana State Government

Accessibility Settings Language Translation Governor

MENU IDOA Indiana Department of Administration Search IDOA

### How to Build a Request for Proposal (RFP)

Home Procurement > How to Build a Request for Proposal (RFP)

#### How to Build an RFP

- Solicitation Methods**  

- RFP Process Overview**  

- Letter of Intent (LOI)**  




# Statewide Procurement Modernization

- Triage process
- Reducing use of special procurements
- Greater Use of Cooperative Agreements
  - NASPO, GSA, MMCAP, Sourcewell, etc.

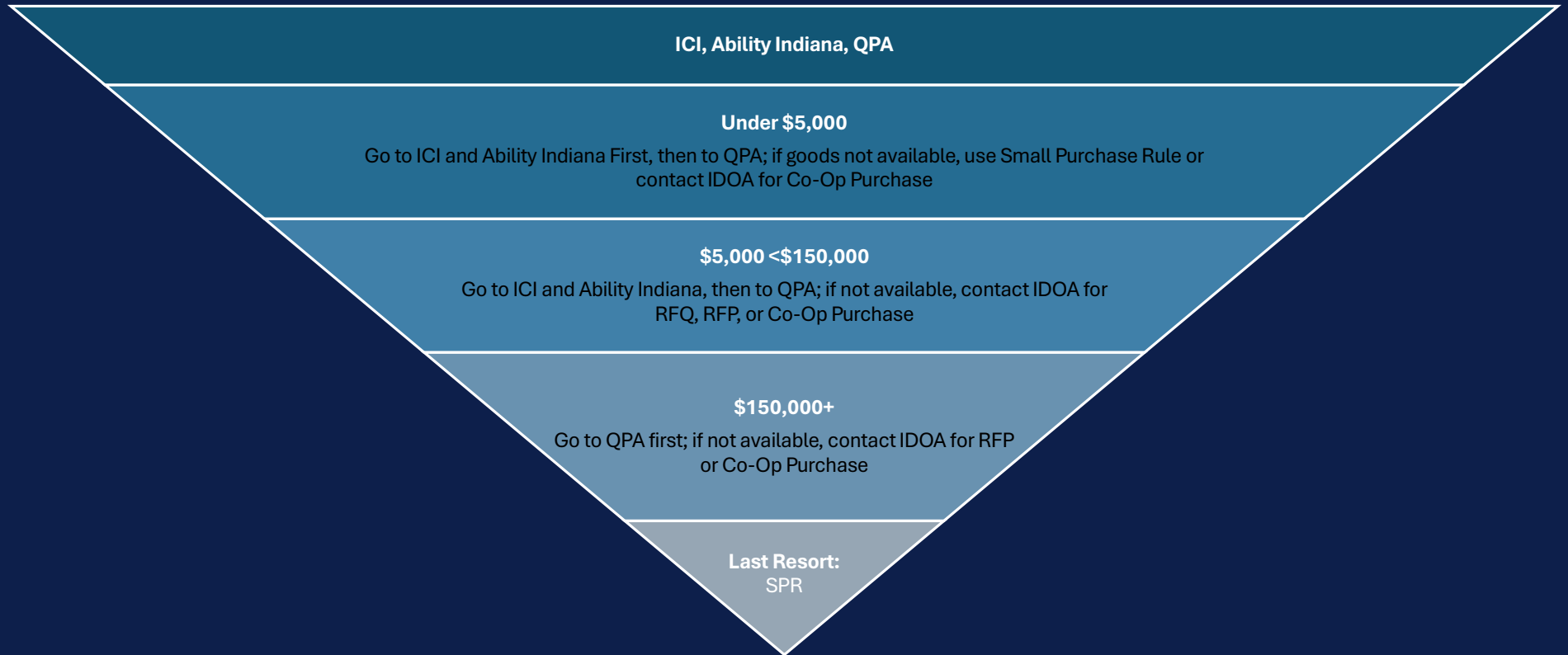


# Statewide Procurement Modernization

- Streamlining RFP process
  - Preliminary Award Process
  - Time-boxing negotiations
  - Protest Period
    - Be sure to tell IDOA Procurement as soon as you're ready to sign a contract.
    - IDOA will post the Final Award Recommendation and Protest Period will begin. (Allow 5 business days)



# Statewide Procurement Modernization



# 2026 Contract Updates





# Boilerplate Changes

- Effective July 1, 2026
- Contracts signed by both parties and in approval process as of June 30 at 11:59:59 PM may proceed.
- Contracts sent for approvals after June 30 must contain new mandatory clauses.

# Summary of Boilerplate Changes

- Section 1 – Duties of Contractor.
- Section 3 – Term.
- Section 10 – Compliance with Laws.
  - Revisions to Sec. 10.E
  - New Sec. 10.I – required by Executive Order 25-64
- Section 16 – Disputes.

# Summary of Boilerplate Changes

- **Section 21 – Funding Cancellation.**
- Section 34 – Notice to Parties.
- Section 38 – Penalties/Interest/Attorney’s Fees.
- **Section 45 – Termination for Convenience.**
- **Section 46 – Termination for Default.**
- Section 49 – Warranty.

# Summary of Boilerplate Changes

## **New Required provisions under SEA 5 for contracts more than \$500,000.00. (Effective July 1, 2026)**

- Section 52 – Compliance with Independent Verification and Validation Oversight (IV&V).
- Section 53 – Liquidated Damages.
- Section 54 – Remedies for Overages.

## Section 52 – IV&V

- Required for all contracts ( $\geq$  \$500,000.00) entered or amended after June 30, 2026.
- Provides the State with broad authority to require vendor comply with independent verification and validation oversight.
- Purpose is to verify/validate vendor performance of contract obligations – i.e., has the State gotten what we're paying for.
- Engaged in both procurement and contract processes.

## Section 53 – Liquidated Damages

- Required for all contracts entered OR amended after June 30, 2026
- Boilerplate language contains TWO versions of this clause – ONLY 1 of these should be included in a final contract.
  - Version 1 applies if there is ONE completion deadline
  - Version 2 applies if there are TWO or more completion deadlines with LDs applicable to each.
  - Please delete the version that doesn't apply to your contract.

# Liquidated Damages - Guidance

- Keep in mind:
  - Liquidated Damages are used when actual damages cannot be known or calculated.
  - Parties agree on those damages up front to avoid future disputes/litigation.
  - LDs apply even if the State hasn't declared any breach/default.
  - LDs are intended to compensate for losses, not as a punitive measure for non-performance.
    - **If LDs are too high/unreasonable, may be considered punitive and rendered unenforceable.**



# Liquidated Damages - Guidance

- Appropriate amounts for LDs will vary by contract.
- Talk with your agency legal team to ensure that your LDs are appropriate to your situation.
- Amendments – additional guidance coming soon.

## Statement of Work Template - Guidance

- Required for contracts with initial amount  $\geq$ \$500,000, entered or amended after July 1, 2026.
- Please stick to the form of the SOW template as much as possible – this will help the IV&V team expedite reviews.
- Amendments
  - If just adding additional time/funding to maintain existing work/services, no need to add SOW.
  - If adding additional work or changing services, ask IV&V team (email [IVVTeam@idoa.IN.gov](mailto:IVVTeam@idoa.IN.gov)).
- Additional guidance coming soon.



## Statement of Work Template - Guidance

- IV&V required to review SOWs on new contracts.
- Once you have a good first draft SOW, send to the IV&V team to review.
  - [IVVTeam@idoa.IN.gov](mailto:IVVTeam@idoa.IN.gov)
- Don't wait until contract is going through for approvals to engage IV&V.



# Executive Order 25-64: Contractor Warranty

- When a company wants to do business with the State, it must promise it is not connected to certain high-risk or restricted entities. This is about national security and compliance.
  - Contractor must confirm it is NOT on restricted federal or state lists, including NDAA Section 889, Section 1260H, foreign adversaries, and OFAC SDN.



# Executive Order 25-64: Contractor Warranty

## The Company Must NOT Be:

- **On a federal ban list for telecom/security risks**  
(Section 889 of the 2019 National Defense Authorization Act (NDAA)– usually about companies tied to prohibited telecom equipment).
- **On a federal list for military or defense concerns**  
(Section 1260H of the 2021 NDAA )
- **Owned or controlled by a foreign government on the U.S. “foreign adversaries” list**  
(15 C.F.R. 791.4 -This list includes countries considered security threats.)
- **On the U.S. Treasury’s sanctions list (Specially Designated Nationals (SDN) list maintained by the USDOT’s Office of Foreign Asset Control (OFAC))**

(These are companies the U.S. has sanctioned for terrorism, money laundering, or other serious risks.)

<https://sanctionssearch.ofac.treas.gov/>



## Tips for a Smoother Procurement Process

- Start with the LOI.
  - Make sure you've submitted an LOI and receive a triage decision before entering an SPR in PeopleSoft.
  - Enter an SPR with all information requested by the triage team.
- When contemplating a purchase (developing a scope of work), try to begin with the end in mind.
- Engage with IDOA early – we can help you identify options, do market research.

## Tips for Smoother Purchase Order Approval

- Make sure your contract amendment is fully executed before attempting to add money to the PO in PeopleSoft.
- Make sure that the maximum spend identified in your procurement method (award letter, RFQ, or SPR) is greater than or equal to the maximum spend on your PO. If it won't be, submit an LOI and IDOA will direct you on how to proceed.
- Incomplete documentation remains one of the largest causes of approval delays.

## Tips for smoother contract approval

- Asking for permission > asking for forgiveness. Please engage with us (and your agency legal team) early if you're doing something unusual or have extensive edits to boilerplate.
- Use IDOA-approved templates whenever possible.
- Clearly identify any modifications in the Boilerplate Affirmation Clause.
  - If omitting a clause, leave in heading and insert “[Deleted/Omitted]”.

## Tips for smoother contract approval

- Be sure that the name on the contract matches the name on clearances, in PeopleSoft.
- Make sure your procurement method is attached.
- Ensure the maximum spend in the contract/amendment doesn't exceed the maximum amount in the procurement method.
- Make sure all exhibits are attached.

## Clauses That Frequently Delay Review

- E-Verify requirements
- Nondiscrimination language
- Insurance and indemnification clauses
- Data security and privacy provisions



## What's Next

- Additional Guidance on Liquidated Damages
- Statement of Work Template update
- Procurement Training resources
- Vendor Management COE
- DPAP Update

Notice of updates will be sent to the All-Proc and SCM Alerts lists. Make sure you're signed up for either or both!



## Resources

- **Procurement Training**
  - <https://www.in.gov/idoa/procurement/procurement-training/>
- **Procurement Laws & Policies**
  - <https://www.in.gov/idoa/procurement/procurement-laws-and-policies/>
- **IV&V**
  - <https://ingov.sharepoint.com/sites/IOTProjectRiskManagementTeam>



# Questions?

**Jenny Jansen**

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**Tammy Glickman**

[tglickman@idoa.in.gov](mailto:tglickman@idoa.in.gov)

**IV&V Team**

[IVVTeam@idoa.IN.gov](mailto:IVVTeam@idoa.IN.gov)





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Indiana Office of Technology

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Powering a State that Works

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Survival Guide to IT Approvals, Exceptions, and  
GovRAMP-

Dawn Cumston

# IT Contracts and Contracts Exceptions Requests



- IOT does not comprehensively review EULAs or other exhibits from a legal or operational standpoint during the contract approval process. **Agencies should complete their own legal and operational reviews of these documents.**
- IOT will conduct a pre-review of an IT contract upon request. Please submit specific questions along with your request. Specific requests for document reviews should be sent to [IOTProcurement@iot.in.gov](mailto:IOTProcurement@iot.in.gov), to the attention of Mady Alexander.
- RUSH REQUESTS should be sent to [IOTProcurement@iot.in.gov](mailto:IOTProcurement@iot.in.gov), to the attention of Dawn Cumston. Please include a description of the circumstances creating the need for the RUSH REVIEW.
- RUSH REQUESTS will be prioritized at the discretion of the IOT stakeholders, but please be aware that the full approval process within IOT will be conducted.
- Changes that need IOT contract exception approvals:
  - GovRamp Waiver
  - Changes to the IOT clause (“Information Technology Enterprise Architecture Requirements”)
  - Redlines in SaaS, PaaS, or IaaS terms (“Cloud Terms”)
  - Any adjustments to cyber liability insurance
- If IOT receives a contract in approvals workflow and there are modifications or deletions to the IOT paragraph, IOT cloud terms, or cyber liability insurance provision, contract approval may be denied.

# IT Contract Exceptions



## Tips for successful review and approval:

- Be clear about the reason for the exception request. The more detail provided about the data, the vendor, and the reason the exception is needed, the better IOT can evaluate the request.
- Capitalize and punctuation changes do not need IOT approval.
- Redlines should include vendor comments for each change made and confirmation that the agency is comfortable with each change and why.
- IOT reviews and decides on the request, but the agency is responsible for any risk created by the changes and must sign off on these changes.

## Reminders:

- Target for completing reviews for the IOT clause, cyber liability insurance clause, or cloud terms exceptions is 20-30 business days.
- Target for completing GovRamp exceptions is 60-90 business days. This is due to more research is needed to evaluate this request and an overall cyber security and continuous monitoring will be needed.

# IT Contract Exceptions



## Exception Process for Cloud Terms, IOT Clause, and Cyber Liability Insurance Clause or GovRamp exceptions:

- Submit a request to the [IOTContractExceptions@iot.in.gov](mailto:IOTContractExceptions@iot.in.gov) email.
  - In this request, identify what exceptions are being requested (you can request multiple exceptions in one email).
- Information that will be needed in this email:
  - Vendor name, URL site, vendor contact information, and an email
  - Contact person from the agency who will be answering exception questions
  - Who from the agency will be signing the Letter of Responsibility
  - SOW, contract, and any redlines related to the request
  - If this is a GovRamp exception IOT will need Agency Head's name and email

# IT Contract Exceptions



## What to expect next:

- Once the email has been sent, the vendor will be added to a software called ProcessUnity (this will be completed by IOT).
- If this is a GovRamp exception request, the head of the agency will receive an email from ProcessUnity to go in the system and sign the Letter of Responsibility.
- Once received, IOT will send out the exception questionnaire for the agency to fill out (please be very detailed in this document). It will come through ProcessUnity as well.



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Indiana Office of Technology

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### IOT Contacts:

Rush requests- [iotprocurement@iot.IN.gov](mailto:iotprocurement@iot.IN.gov) attention Dawn Cumston

Contract review [-iotprocurement@iot.IN.gov](mailto:iotprocurement@iot.IN.gov) attention Mady Alexander

GovRamp questions- [iotvendormanagement@iot.in.gov](mailto:iotvendormanagement@iot.in.gov) attention Chris Barnett

Contract exceptions- [IOTContractExceptions@iot.in.gov](mailto:IOTContractExceptions@iot.in.gov) attention

Dawn Cumston

OFFICE OF THE INDIANA



ATTORNEY GENERAL

# State Contracts

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Presented by: Christopher Anderson – Assistant Chief Counsel, OAG  
James Harry - Deputy Attorney General, OAG

05/20/26 • Indiana Government Center South



**TODD ROKITA**



## OFFICE OF THE INDIANA ATTORNEY GENERAL **TODD ROKITA**

# Welcome

Since taking office in 2021, Attorney General Rokita has taken strong actions to protect liberty and the rule of law. Employing nearly 400 staff members, the Office of the Indiana Attorney General serves with a servant's heart to ensure Hoosiers' voices are heard and protected.

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### Our Services to Hoosiers

- As attorney for the State of Indiana, we represent state agencies and officeholders. With nearly **20,000 active cases** at any given time, our office defends laws passed by the legislature and challenges federal overreach harmful to Hoosiers.
- We protect consumers from illicit business practices, cybersecurity and data privacy violations, and ID Theft. We have obtained **nearly \$1.1 billion in settlements** for Hoosiers - including hundreds of thousands from annoying and illegal robocallers.
- **We return over \$ 1 million** in Unclaimed property to Hoosiers every week – achieving a **record \$81 million** returned in fiscal year 2023.
- Since taking office, **we have recovered \$97 million** from entities allegedly engaged in Medicaid fraud.
- Our Appeals Division handles over **2,000 criminal and civil cases** each year, including those that uphold convictions and sentences for child abusers, murderers, and rapists.





## OAG REVIEW – BEHIND THE SCENES

**The Advisory Division of the OAG is responsible for all matters relating to State contracts.**

- **Celeste Wolsiffer** coordinates Advisory’s contract process. All SCM contracts route to her first. Celeste then assigns submissions to the Advisory Deputy Attorneys General (“DAGs”) who review and approve them.
- **8 DAGS** review contracts and requests for form approval – in addition to all of their other duties. They strive to have contract approvals done within 10 business days.
- **The Advisory Chief Counsel** approves contracts valued over \$10M. Certain DAGs have delegations up to \$10M, but most DAGs have delegations up to \$3M or \$5M.
- All of the OAG reviewers check to ensure that a submitted contract is in the proper “form” and is “legally” compliant with Indiana and federal law.





## The OAG's Role in State Contracting “Form and Legality”

### Statutory Role:

- The OAG reviews for form and legality: “The attorney general must review for **form and legality** contracts to which a state agency is a party” and, if the contract “does not meet the requirements of law”, the OAG must disapprove the contract in writing and “assist the agency to remedy defects that are found, if possible.”

➤ IC § 4-13-2-14.3

### Timeframe:

- The OAG has 45 days to review; if the OAG does not respond within 45 days of submission, the contract is deemed approved.

### Stage of Review and Approvals:

- The OAG is always the last step in the process – it will **always** be approving the final document to which all other parties have agreed.



## OAG ROLE DEFINED

### ➤ IC § 4-13-2-14.3

- **Contracts of state agencies; review by attorney general of form and legality; advice to agency; forms**
- (a) Except as provided in subsection (e), **the attorney general must review for form and legality contracts to which a state agency is a party**, unless the contract is not required to be in writing under section 14.2 of this chapter.
- (b) If the attorney general finds that a contract does not meet the **requirements of law**, the attorney general shall:
  - (1) disapprove the contract;
  - (2) explain in writing to the contracting agency how the contract is legally defective; and
  - (3) assist the agency to remedy defects that are found, if possible.



## OAG ROLE DEFINED

- (c) If the attorney general finds that the **form of a contract** is inappropriate but that the contract is legal, the attorney general **may** disapprove the contract and shall advise the agency how the form is defective and how the form may be improved.
- (d) The attorney general shall advise the contracting agency as to the form and legality of the contract within forty-five (45) days after its submission for review. **If the attorney general does not advise the agency within forty-five (45) days after submission, the contract is considered to be approved.**





## OAG ROLE DEFINED

- (e) The attorney general may approve contract forms or, by rules adopted under:

### ➤ IC § 4-22-2

- contract types to be used by a state agency and specify the conditions under which the approved forms or types may be used. An agency using a contract form or contract type approved by the attorney general is not required to submit individual contracts using the forms or types for review by the attorney general under this section. Changes in an approved form or type must:

- (1) be approved by the attorney general; and
- (2) be made in accordance with:

### ➤ IC § C 5-15-5.1-5.

- (f) The attorney general may delegate to a deputy a power or responsibility given to the attorney general under this section.



## CONTRACT BASICS

### What is a Contract?

“An agreement between two or more parties creating obligations that are enforceable or otherwise recognizable at law.” Black's Law Dictionary (*12th ed. 2024*).



### Why should you care about crafting clear, direct, unambiguous contracts?

“The task is to determine and implement the parties’ intent when they entered the contract. And to do that, courts start with the language of the parties’ agreement. If the contract’s terms are unambiguous, then they are conclusive of the parties’ intent, and courts give the contract its plain meaning. Thus, when reviewing an unambiguous written contract, courts look only to that document, staying within its four corners. The interpretation of a property-settlement agreement is generally a question of law.



## CONTRACT BASICS



On the other hand, if a contract's terms are ambiguous, inconsistent, or uncertain, its interpretation is no longer a question of law but one of fact. In that case, the trier-of-fact must look outside the contract's four corners to parol (or extrinsic) evidence. A contract is not ambiguous simply because the parties disagree about the proper interpretation of its terms. Instead, for an ambiguity to exist, the contract must be subject to more than one reasonable interpretation.”

**Luke v. Luke, 272 N.E.3d 553, 557 (Ind. Ct. App. 2025) (internal citations omitted).**



## CONTRACT BASICS

### Goals for Drafting



- (1) Be Clear (unambiguous).
- (2) Be Concise (do not get too “wordy”)
- (3) Don’t agree to prohibited terms.
- (4) Include all necessary boilerplate terms.
- (5) Perform proper risk assessment when negotiating terms.
- (6) When in doubt, contact the IDOA and the OAG.



## OAG REVIEW: “FORM”

- Agency utilized the correct State template;
- No Term errors– accurate dates of performance;
- Consideration – Contract values are consistent and add-correctly;
- Parties – Agreement identifies the correct persons or entities;
- Signatures – Contract is signed by authorized party representatives;
- Exhibits – clearly labeled, attached and incorporated;





## OAG REVIEW: “FORM”

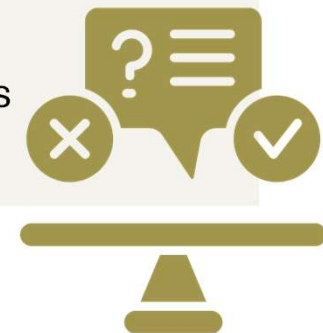
- Clean Final Draft – no notes, highlights, or other ambiguous marks remain;
- Correct References – Contract cites to correct, up-to-date sources of law:
- Contradictory Language – State is not agreeing to vendor’s contradictory terms; and
- Order of Precedence- None of vendor’s terms are taking precedence over State terms.





## OAG “FORM” APPROVAL CONSIDERATION ERRORS

- Always double check consideration amounts and total remuneration.
- Budgeted amounts in grants and contracts, which is often provided in an exhibit, often fail to match up with the actual consideration and total remuneration amount in the body of the contract.
- Be diligent in reviewing both the dollar amounts entered in the body of the contract and the corresponding exhibits or budgets.





## OAG “FORM” APPROVAL CONSIDERATION ERRORS

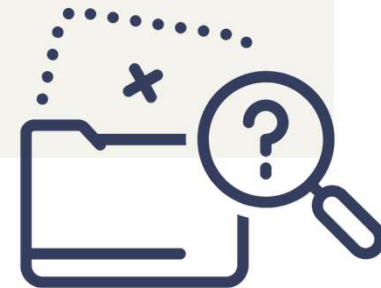
- **When inputting dollar amounts, do not spell it out. Use only numbers to show consideration.**
- For amendments, they often purport to add a specific amount of money to an underlying contract equaling a new total remuneration amount, but the new total does NOT match the underlying contract amount plus the amendment amount. Always double check the math and review prior amendments.





## OAG “FORM” APPROVAL MISSING PAGES OR DOCUMENTS

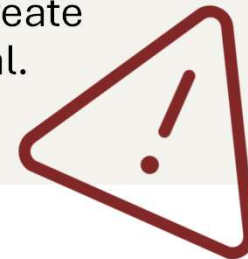
- Quite frequently, we see contracts that are signed and executed properly but fail to include certain pages or exhibits. Or, in the alternative, the exhibits are not referenced in the agreement but are attached.
- Ensure page numbers are included and in the proper order prior to submitting for approvals.
- Ensure all deliberative revisions are removed- strike throughs, highlights, comments in the margins, etc.





## OAG “FORM” APPROVAL TERM ERRORS

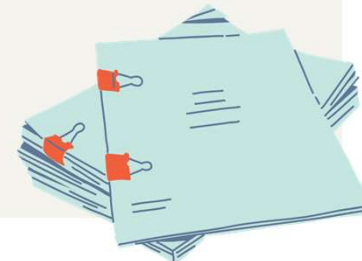
- Failure to reconcile the stated length of term in days/months/years to the corresponding start and end dates.
- Always make sure the term of the agreement aligns with what is actually stated.
- For example, “This Contract shall be effective for a period of one (1) year. It shall commence on April 22, 2022, and shall remain in effect through August 31, 2022.” These two sentences create ambiguity in the contract term and prevent OAG approval.





## OAG FORM APPROVAL FAILURE TO INCORPORATE EXHIBITS

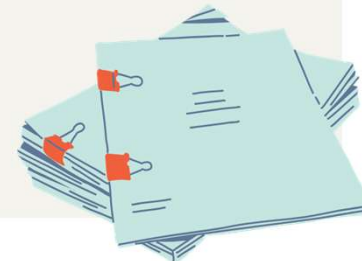
- Exhibits must be properly labeled, incorporated into the contract, and referenced.
- Simply attaching a document is neither necessary nor sufficient for incorporation. See *Kleen Leen, Inc. v. Mylcraine*, 174 Ind. App. 579, 583, 369 N.E. 2d 638, 640-41 (Ind. Ct. App. 1977).
- Why is this so important? So that it is clear to individuals looking through the contract and series of amendments and exhibits to those amendments that an exhibit has not been left out or improperly referenced.





## OAG FORM APPROVAL FAILURE TO INCORPORATE EXHIBITS

- This includes situations where there is an amendment attached but not incorporated in the language of the contract, or situations where an exhibit is incorporated in the language in the contract and then not attached as part of the submission.
- Clearly marking exhibits tells the reader the exhibit is an actual part of the contract.
- If an exhibit is not properly incorporated, the OAG will request the contract be withdrawn and resubmitted.





## OAG REVIEW: “LEGALITY” REQUIRED CLAUSES

### Compliance with laws – state and federal

#### Ethics

- § IC 4-2-6 et seq & IC 4-2-7 et seq

#### Telephone Privacy

- § (IC 5-22-3-7)

#### Electronic Payment

- § (IC 4-13-2-14.8, & -20)

#### E-Verify

- § (IC 22-5-1.7-11, -12, & -13) (Modified in 2025 per Indiana E.O. 25-29)



## OAG REVIEW: “LEGALITY” REQUIRED CLAUSES

### **Compliance with laws – state and federal**

#### **Drug-free Workplace**

- (EO 90-05)

#### **Governing law**

- § (IC 34-13-2-3(d))

#### **Funding Cancellation**

- § (IC 5-22-17-5 & FMC 3.3)

#### **Non-Discrimination**

- § (IC 22-9-1-10) (Modified in 2025 per Federal E.O. 14173)

#### **Non-Collusion**



## OAG REVIEW: “LEGALITY” PROHIBITED CLAUSES

### Any provision:

- requiring the State of Indiana to provide **insurance**
- requiring the State of Indiana to provide **indemnity**
- providing that the contract be construed in accordance with **laws other than those of the State of Indiana**
- providing that **suit** be brought in any state other than Indiana
- providing for **resolution of contract disputes**
- requiring the State of Indiana to pay any **taxes**
- requiring the State of Indiana to pay penalties, liquidated damages, interest or attorney’s fees



## OAG REVIEW: “LEGALITY” PROHIBITED CLAUSES

Any provision:

- modifying the applicable **Indiana statute of limitations**
- relating to the **time** within which a claim must be made
- requiring payment of consideration **in advance** unless authorized by an exception listed in

➤ IC § 4-13-2-20

- limiting disclosure of the contract in violation of the **Access to Public Records Act**,

➤ IC § 5-14-3.

This is a Public Contract and will be posted on the transparency portal as required by Executive Order 05-07 and

➤ IC § 5-14-3.5-2

- requiring payment in **less than 35 days**
- providing for **automatic renewal** – instead, execute an Amendment extending the term if the contract has not expired



## OAG LEGALITY APPROVAL REQUIRED CLAUSES MISSING OR ALTERED

- State required contract provisions should not be altered or omitted.
- Vendors should understand **at the beginning of your negotiation that these are non-negotiable** and required to be included under Indiana law.

### **Clauses that may be negotiable:**

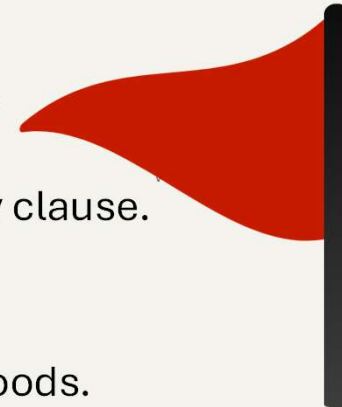
- Duties of the Contractor
- Termination Requirements
- Limitation of Liability
- Indemnification
- Type of Insurance Coverage
- Travel Requirements





## OAG LEGALITY APPROVAL FAILING TO CONDUCT RISK ANALYSIS

- Agencies are permitted to remove clauses not required by law.
- However, a “Risk Analysis” weighs whether removal is in the State’s best interests.
- A contract may meet the bare minimum “form and legality” requirements and STILL pose unnecessary risk for the State.
- **RED FLAGS** for High-Risk Contracts:
  - High dollar amount contracts – removed insurance requirements.
  - Contractor negotiated to add a limitation of liability clause.  
Gap in State Tort Claim Act Limits
  - Force Majeure Clause removed.
  - Uncertainty in delivery or transport of purchased goods.





## FORM APPROVED CONTRACTS/GRANTS

- A form approval is a template form which may be used by an agency for one year from the date of approval.
- Intended to be used when a contracting state entity anticipates a high number of contracts or grants for the same purpose/services with different contractors or grantees.
- Contracts and grants entered into within the year timeframe using the approved form do not have to be reviewed by the Attorney General for form and legality.
  - This has the added advantage of speeding up the contract approval process and providing the contracting state entity with a consistent legal document that is lawful as to form and content.
- No changes can be made to the approved form other than filling in the template blanks.



## FORM APPROVED CONTRACTS/GRANTS

**To seek form approval**, you must submit a form approval request form, [https://www.in.gov/idoa/files/Form-1028\\_Form-Approval-Request-Sheet.pdf](https://www.in.gov/idoa/files/Form-1028_Form-Approval-Request-Sheet.pdf), along with the draft contract/grant to the Attorney General at [contracts@atg.in.gov](mailto:contracts@atg.in.gov).

- The draft contract/grant you are submitting must be submitted in Microsoft Word format.
- Any exhibits/attachments referenced in the form should be included and labeled properly; at a minimum, include placeholder pages.
- If the agreement has been approved in previous years as a form approval, include a redline draft showing any changes from previously approved versions.



## FORM APPROVED CONTRACTS/GRANTS

- Once approved, the agency will receive a letter from the OAG with the template name and form approval number associated with the template that has been approved.
- Contracts that have received form approval will have a statement in placement rather than the regular Attorney General signature block.
- The OAG will send the approval letter via email to the person who requested the form; IDOA will also be provided copies of all form approvals to help monitor the integrity of the process.
- It is the agency's responsibility to request the form approved template be created in SCM.
- **PLEASE MAKE SURE TO DESTROY ALL ELECTRONIC COPIES OF OLD FORMS UPON RECEIPT OF FINAL APPROVAL OF THE NEW FORM CONTRACT.**



## TEMPLATES

- Uniformity and consistency are key to the State contracting process. Well over 10,000 contracts and grants flow through the system each year.
- The reviewing agencies **CANNOT** do their jobs effectively and efficiently without considerable standardization.
- The OAG and IDOA have developed templates to be used as the basis for contracts or grants.





## TEMPLATES

- Updated templates are automatically loaded into SCM. They can be viewed in Word format on IDOA's contract management website: <https://www.in.gov/idoa/state-purchasing/contract-administration/contract-forms-manuals-and-templates/>.
- Standard templates include those for:
  - Professional Services (State is procuring goods or services for the State)
  - Grants (State is procuring goods or services on behalf of a 3<sup>rd</sup> party)
  - State Education Institution Contracts (Contracts for State Universities, defined in Statute)
  - Amendments (The terms or conditions of the original contract are changing)
  - Addendums (Contractor wants the State to sign their terms)





## TEMPLATES

- Outside Counsel Contracts
- ALWAYS USE THE CURRENT TEMPLATES!
- You may customize a template for use by your agency, but please coordinate with IDOA and OAG.





## THE ADDENDUM TEMPLATE

### What is the addendum template used for?

- A vendor may present its form contract for the State to sign. This is particularly common in technology contracts.
- The Vendor's form contract always has clauses that are in the Vendor's best interest, not the State's; it likely contains clauses that are not legal in State contracts (*i.e.*, governing law, indemnity, arbitration, payment of fees and costs).
- **NEVER SIGN THE VENDOR'S FORM CONTRACT, USE THE STATE'S ADDENDUM**
- Regardless of what the Vendor's Account Executive says, the Vendor's boilerplate terms are negotiable



## MORE ABOUT THE ADDENDUM

### What should I be aware of in the addendum?

- It must **always** take precedence over the form contract. The first paragraph provides: “Any inconsistency, conflict, or ambiguity between this Addendum and the Form Contract shall be resolved by giving precedence and effect to this Addendum.”
- Prohibited terms and conditions that the State cannot agree to are deleted from vendor’s contract.
- The Addendum has terms and conditions that are required by law to be in contracts to which the State is a party or in which public funds are spent.
- Always take the time to read the vendor’s form contract; it often has business terms that are important for your client to be aware of.



## AMENDMENTS

**Our contractor has changed its name and asked that all future payments be made payable to the new name. Is there anything I need to do?**

Any time you are modifying a contract to change the amount of consideration, to change the term, to change the scope of work, to change the name of the vendor:

**DO AN AMENDMENT AND ROUTE IT THROUGH THE APPROVAL PROCESS.**

The current amendment template will also include any mandatory clauses resulting from statutory changes.

An expired contract cannot be amended; a new contract must be done. A contract is deemed expired if the amendment is not signed by the vendor on or before the expiration date.





## THE OUTSIDE COUNSEL TEMPLATE

- All agencies **MUST** obtain OAG consent **PRIOR** to entering into an agreement for legal services with a law firm or attorney, with limited exception. When in doubt, please consult the Indiana Code.

- **Statutory Authority for Consent to Hire Outside Counsel:**

➤ IC 4-6-5-3

Provides that no agency, except as provided by this chapter, shall have the right to name, appoint, employ, or hire any attorney or special or general counsel to represent it or perform any legal service on behalf of such agency and the state without the written consent of the Attorney General.

- An approved request to hire outside counsel will receive a consent letter. That consent letter **MUST** be attached to your outside counsel agreement.
- Any type of amendment to an Outside Counsel Contract requires prior approval from the Attorney General. Requests for amendment must be submitted to the Attorney General. A new consent letter will be issued for each amendment. A contract amendment must be executed following consent and should include the consent letter as an exhibit to the amendment.



## Changes in Indiana Contracting Laws

### **2025:** Updates Underway

E-verify – Governor Braun’s Executive Order mandating changes in contract templates; and  
Non-discrimination- Federal E.O. 14173 and Indiana E.O. 25-14, removing “D.E.I.” in State Contracting

### **2026:** Coming Soon!

Requirements in Ind. Code Art. 5-37.5  
“Clearly Defined Scope and Success Metrics”  
Independent Verification and Validation  
Liquidated Damages  
Contract Reporting  
SEA 256 (2026) and “Foreign Adversaries” (E.O. 25-64)



## The OAG is here to serve you and your Agency

Assisting in pre-reviews

Problems encountered during negotiations

Review of unique and/or questionable terms from vendors

Implementation of new contract requirements

Questions regarding Form Approvals

Rush Requests



## Office of the Attorney General: Advisory Division Contacts

- Joby Jerrells: [Joby.Jerrells@atg.in.gov](mailto:Joby.Jerrells@atg.in.gov)
- Christopher Anderson: [Christopher.Anderson@atg.in.gov](mailto:Christopher.Anderson@atg.in.gov)
- James Harry: [James.Harry@atg.in.gov](mailto:James.Harry@atg.in.gov)
- Celeste Wolsiffer: [Celeste.wolsiffer@atg.in.gov](mailto:Celeste.wolsiffer@atg.in.gov)
- ATG Contracts Email: [Contracts@atg.in.gov](mailto:Contracts@atg.in.gov)

# **STATE BUDGET AGENCY**

*Prepared By: Stan Judson, Controller-Centralized Accounting/SBA*

**Ensuring that Indiana's priorities are funded today and tomorrow**



# SBA BACKGROUND

- The State Budget Agency is charged with the duty and responsibility of serving as fiscal analyst, administrative budget officer, fiscal forecaster and fiscal policy advisor to the Governor. By statute, the Governor appoints the State Budget Director and two Deputy Directors.
- The Budget Agency facilitates revenue forecasting, as well as budget development and execution of the budget. Additionally, the agency assesses the fiscal and policy implications of legislative proposals and ensures that this information is available to decision makers. Each biennium, the agency compiles fiscal data from state agencies and works with the legislature to develop the State's budget.
- More information about the State Budget Agency can be found in Title 4, Article 12, Chapter 1 of the Indiana Code.



# SBA BACKGROUND

- Indiana Code § 4-12-1-13 allows the State Budget Agency (SBA) to adopt and enforce financial guidelines for state agencies to follow. The Office of Management and Budget (OMB) has similar authority under Ind. Code § 4-3-22-4. We refer to this guidance as Financial Management Circulars (FMCs).
- Primarily applies to only executive branch agencies Ind. Code § 4-12-1-13(g).
- For today's purposes, we will be discussing some of the Financial Management Circulars (FMCs) found here –  
<https://www.in.gov/sba/budget-information/financial-management-circulars/>



# FMC 3.1 – Contract Management

- **Section 1 – Purpose**: This policy advises agencies on the minimum requirements of managing state contracts consistent with the responsible stewardship of State resources.
- **Section 4 – Authority to Sign Contracts**: Only staff designated in writing by the agency head have the authority to bind the State and sign contracts on behalf of an agency.
- **Section 5 – Contract vs. Grant**: A contract and a grant contain the same essential elements: competent parties, lawful subject matter, sufficient consideration, and consent of minds. However, contracts create “State procurement relationships” and grants create “State assistance relationships.”
  - State agreements/boilerplates created in SCM provide agencies with the most up-to-date template versions, with current required clauses.
  - 2 CFR 200.331 provides guidance for an agency to determine if the entity receiving pass-through funds is a subrecipient or a contract.
  - Each agency is responsible for reviewing the funding source that supports the grant or contract to assure the proper agreement is utilized.



# FMC 3.1 – Contract Management

- **Section 7 – Accounting for Contracts**: Budget accounting for contracts should follow the principles established in the State Board of Accounts (SBOA) Manual, including:
  - **Encumbering Contracts**: Section 3.2.4 of the SBOA Manual provides: “The total amount on a vendor contract should be encumbered on a purchase order, including amount to be paid in future years, unless a specific exception is granted by the State Budget Agency and the Auditor of State.”
  - **Multi-Year Contracts/Leases**: Section 5.4.1.8 of the SBOA Manual provides: “All contracts and commitments must be entered in the PeopleSoft financial system in order to create an encumbrance for the funds committed. For contracts (or leases) spanning more than one fiscal year, all years should be accounted for in the initial requisition by using a separate line for each fiscal year.”
- **Section 11 – Contract Close-Out**: A contract is completed when:
  1. All goods/services have been received and accepted as paid in full.
  2. All reports were provided and accepted.
  3. Final payment is made to the Contractor.



# FMC 3.3 – Language for Cancellation for Contracts for Lack of Funds

- Section 1 – Required Language: The following language for cancellation of contracts must be in any contract. Contracts will not be approved by the State Budget Agency without this cancellation language.
  - “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, the contract shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive. The date of such written determination shall be the effective date of cancellation.”



# FMC 3.4 – MOUs and MOAs

- Effective March 1, 2024
- Memorandums of Understanding are formalized written agreements between State agencies that cannot be enforced in court, and which involve programmatic and/or fiscal issues and enunciate mutual understandings, agreements, duties, responsibilities, policies, procedures, time frames, and other matters as necessary and appropriate.
- Memorandums of Agreements are generally considered formalized written agreements between a State agency and another party, including a private entity, that does not contain enforceable promises. These agreements include things such as letters of intent or letters of agreement that memorialize the intention of the parties to collaborate. Agreements between a State agency and another entity that include provision(s) that could be enforced in court must be memorialized by a contract that is subject to review under Ind. Code § 4-13-2-14.1.



# FMC 3.4 – MOUs and MOAs

- **Section 2 – General Policy:** Due to the possibility of direct or indirect State fiscal impact, the State Budget Agency’s (SBA) general policy is that all MOUs between State agencies require SBA review and approval.
- **Section 4 – Duration:** Generally, no MOU should extend for a term of more than 4 years (original term plus renewals). Exceptions may be approved by SBA.
- **Section 7 – Federal Sub-State Awards:** If a State agency (Granting Agency) awards federal funds to another State agency (“SubState” Agency), the agencies must enter into an MOU that provides the Sub-State Agency with specific federal information, which is listed in this FMC.
  - The period of performance and liquidation period are those the granting agency is giving to the sub-state, not the grant’s terms.



# FMC 4.1 – Federal Grants Management Guidelines

- Effective July 1, 2024.
- **Section 2.** Enterprise Grants Management System: The State Budget Agency (SBA) has implemented a statewide grants management system known as Enterprise Grants Management System. This system shall be used by all executive branch agencies to track federal and state grants throughout the lifecycle of a grant.
- **Section 9.** Failure to Comply – The purpose of the FMC is to make sure agencies have internal controls in place to successfully manage federal assistance. It is important to reiterate that each federal award may have unique rules or regulations that are not covered in this FMC. Therefore, agencies must read and understand the unique requirements of its federal award and create internal controls to support the effective management of the federal assistance.



# FMC 4.3 – Private Grants and Donations

- Agencies are required to enter into a contractual grant agreement with the grantor when receiving private grants in order to memorialize expectations, deliverables, and/or required uses. Contractual grant agreements must be processed through SCM and signed by IDOA, SBA, and OAG.
- Any agency may accept a private grant or donation; however, private grants and restricted donations above \$5,000 require written approval from the State Budget Agency (SBA) prior to acceptance by the agency.



# What are the “Fiscal Issues” SBA is Looking for in a Contract?

- Financial impact of the contract to the agency
  - Total cost of contract, fiscal year by fiscal year impact, funding sources, etc.
  - Impact of contract to the agency’s budget and spending plan, CFO sign off.
  - Cost per unit, per hour, per product, etc.
  - SBA will work with agency financial staff or controllers to understand the financial impact of the contract.



# SBA CONTRACT APPROVAL PROCESS

- SBA's goal is to review each contract within five (5) working days of receipt.
- High priority contracts coming through for approval.
  - Advanced notice and information is helpful to SBA.
- SBA Contract Approval Delegation:
  - Total considerations \$5,000,000 or less are approved by the Fiscal Analysts.
  - Total considerations greater than \$5,000,000 but less than \$20,000,000 are approved by the Division Directors.
  - Total considerations \$20,000,000 or greater are approved by the Deputy Budget Director.



# OMB Circular 1.0 - SEA 5

- State agencies are required to submit quarterly reports to the Budget Committee on an active contracts in accordance with Ind. Code § 5-35.7-2-2.
- Reports must be submitted to the State Budget Agency (using the Budget Committee Submission Portal) no later than the 15th of the month before the statutory deadline. This early submission deadline allows time for compilation prior to the formal due date.
- Please review Ind. Code § 5-35.7 (Fiscal Integrity and Contract Accountability) with your legal counsel to gain a complete and accurate understanding of its provisions. A thorough review will help ensure that your team is aligned with the expectations and requirements set forth in the code, including certain contracts that are excluded from the reporting requirements.



# Contact Us

Website:

<https://www.in.gov/sba/>

Office Phone Number:

(317) 232-5610

Grants Management Team e-mail:

<https://www.in.gov/sba/grants/contact-grants-management-team/>





# Contract Activity & State Ethics Laws

**Will Deane**  
State Ethics Commission Director

**Elaine Vullmahn**  
Deputy Inspector General – Enforcement &  
Agency Privacy Officer

# Presentation's Purpose



Provide guidance on:

OIG Overview

Ethics Advice Resources

State Ethics Rules

Navigating the OIG Website

Informal and Formal Advice Scenarios

Potential Violation Penalties

Ethics in the News

Quiz



# OIG General Duties



**Establish Code**



**Educate**



**Investigate**



**Adjudicate**





# Ethics Advice

## Ethics Officer

- Appointed by and within each agency
- Familiar with your agency's internal policies and duties

## Informal Advisory Opinion

- Fast guidance from OIG attorney
- Confidential

## Formal Advisory Opinion

- Public
- Conclusive
- Issued by the State Ethics Commission



# Request Advice

**Indiana Office of Inspector General**

- IG
- About Us
- Contact Us
- Request Advice**
  - Informal Advisory Opinions
  - Formal Advisory Opinions
- Hotline
- News Room
- Reports
- Ethics training links for:

**State Ethics Commission**

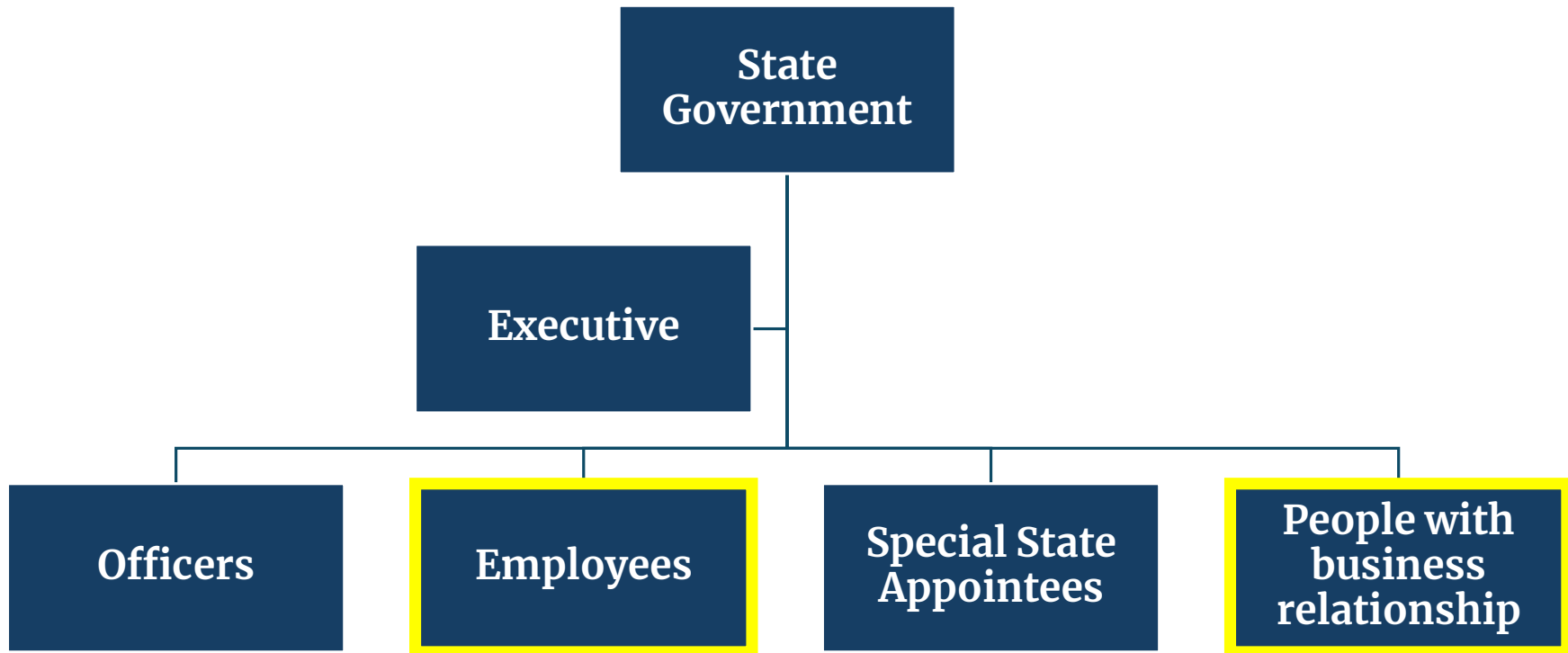
## State Employees: Need an Informal Opinion?

[Request an Informal Advisory Opinion here](#)

**Auditor & Investigator Conference:**  
June 20, 2024  
[Conference Information](#)

**Disclosure**

# Jurisdiction



# IDOA Transparency Portal



The Indiana Transparency Portal provides a searchable database for most professional services contracts in which the state is currently a party. The Indiana Department of Administration (IDOA) maintains all active state contracts for publication.



<b>Public Search of State Contracts</b>  Search all of state contracts.	<b>Buy Indiana Search</b>  Search state contracts with Indiana businesses.	<b>SEARCH STATE CERTIFIED BUSINESS</b>  Search for businesses certified	<b>DOING BUSINESS WITH THE INDIANA DEPARTMENT OF TRANSPORTATION (INDOT)</b>  Search for businesses certified	<b>Quantity Purchase Agreements (QPA's)</b>  QPA's are contracts negotiated for
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# IDOA Transparency Portal



**IN.gov** State of Indiana Public Contract Search

### Search for Contracts

Contract ID:  Business Name:  Agency:

Starts On or After (MM/DD/YYYY):  Ends On or Before (MM/DD/YYYY):

[Show Advanced Options](#)

### Contracts Found (1407)

Contract ID	Vendor	Agency	Start Date	End Date	Amount	Action Type	Amendment	Zip Code	Actions
A56-4-04-12	GEORGE ROBERT BLAKEY	Attorney General (00046)		03/31/2010	\$0.00	Amendment	3	46615	
A56-4-04-13	GIBSON, PATRICIA SLATER	Attorney General (00046)	09/13/2004	09/12/2008	\$124,000.00	New		46228	
A56-5-05-25	MINGLIN, ...	Attorney General	01/03/2005	01/02/2007	\$0.00	New		46217	





# State Ethics Code

## Indiana Office of Inspector General

IG

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News Room

Reports

Ethics training links for:

### State Ethics Commission

Commission

Ethics Code



## Ethics Code

### For the Executive Branch of State Government

Click on a link below for more information on the ethics rules. For your convenience, a printer-friendly [executive summary](#).

[IC 4-2-6-17 Use of state property](#)

[42 IAC 1-5-1 Gifts; travel expenses; waivers](#)

[42 IAC 1-5-2 Donor restrictions](#)

[42 IAC 1-5-3 Honoraria](#)

[42 IAC 1-5-4 Political activity](#)

[42 IAC 1-5-5 Moonlighting](#)

[42 IAC 1-5-6 Conflicts of interest; decisions and voting](#)

[42 IAC 1-5-7 Conflicts of interest; contracts](#)

[42 IAC 1-5-8 Additional compensation](#)

[42 IAC 1-5-9 Bribery](#)

[42 IAC 1-5-10 Benefiting from confidential information](#)

[42 IAC 1-5-11 Divulging confidential information](#)

[42 IAC 1-5-12 Use of state property](#)

[42 IAC 1-5-13 Ghost employment](#)

[42 IAC 1-5-14 Post-employment restrictions](#)

Indiana Code

§ 4-2-6-1 to 17

42 IAC

§ 1-1-1 to 1-11-1



# State Ethics Code

<b>Additional Compensation</b>	<b>Bribery</b>	<b>Conflicts of Interest – Contracts</b>	<b>Conflicts of Interest – Decisions and Votes</b>	<b>Confidential Information</b>
<b>Donor Restrictions</b>	<b>Gifts</b>	<b>Ghost Employment</b>	<b>Honoraria</b>	<b>Name &amp; Likeness</b>
<b>Nepotism</b>	<b>Outside Employment &amp; Professional Activity</b>	<b>Political Activity</b>	<b>Post Employment</b>	<b>Use of State Property</b>



# Conflicts of Interest

Occurs when an individual's interests actually interfere – or appear to interfere – with their professional duties and objectivity.

Personal

Financial

Familial



You should also consider any appearance of impropriety based on your position at your agency.

Public Trust

# Conflicts of Interest – Contracts

## IC 4-2-6-10.5



### Code States

A state employee may not *knowingly* have a **financial interest in a contract** made by **any** state agency.

### Financial Interest Defined

An *interest* in a purchase, sale, lease, contract, option, or other transaction between an agency and any person; **or** involving property or services

### Exception

- An employee *may* have a financial interest in a contract made by a state agency so long as the employee:

- (1) Does not *participate in* or *have official contracting responsibility* for the contracting agency.

- (2) Files a written disclosure form with our office **PRIOR** to the execution of the contract with the agency.

# Criminal Conflicts of Interests

IC 35-44.1-1-4



## Code States

Prohibits certain public servant from having:

- a pecuniary interest in or
- deriving a profit from

a contract or purchase connected with an action by the public servant's agency.

## Level 6 Felony

Potential penalties include:

- 6 months - 2.5 years in prison, and
- a fine of up to \$10,000

# Informal Advice Scenarios



## Software

- An agency employee has a side job developing software and wants to contract with his state agency to sell his own software the agency.

## Alterations

- An agency employee has an alterations business and wants to contract with her state agency to tailor law enforcement officer uniforms.

## Rental Properties

- An agency employee wanted to rent homes to and accept rental payments from state contractors who were actively working on a state building project.

## Part-Time Federal Job

- An agency employee wanted to take a paid part-time position with a federal program where their compensation may be tied to a funding mechanism between their agency and the federal program.

## Part-Time State Vendor Job

- A potential state employee wanted to continue their part-time employment with a state vendor.



# Disclosure Form

Opinions

Meeting Information

## Filings

About Disclosures

About Waivers

File

- Financial Disclosure Statements
- Conflicts of Interest - Decisions & Votes
- Conflicts of Interest - Contracts
- Gift Waiver
- Post-Employment Waiver

Search

IG / File / Conflicts of Interest - Contracts

## Conflicts of Interest - Contracts

A state officer, employee, or special state appointee may not knowingly have a financial interest in a contract made by an agency. The term financial interest is defined in IC 4-2-6-1. This prohibition, however, does not apply to an officer, employee, or special state appointee who (1) does not participate in or have contracting responsibility for any of the activities of the contracting agency and (2) meets the criteria in IC 4-2-6-10.5(b)(2) and (c)(1)-(5). One criterion is that the officer, employee, or special state appointee must file a written statement with the Inspector General before the officer, employee, or special state appointee executes the contract with the state agency.

Care should be taken to review IC 4-2-6-10.5 in its entirety to ensure compliance with all criteria set forth in the statute.

### Filing

#### Important Information to Read Before Filing

You may file your Conflict of Interest - Contracts statement by submitting a paper copy. You may [download](#) a template for the statement here. The completed, signed statement may be mailed or delivered in person to the address of the Office of the Inspector General listed on the form.

All fields must be completed. Check the box marked "No" if you have no information to enter in a field.



# Disclosure Statements

Indiana Office of Inspector General


- Filings** ←
- About Disclosures
- About Waivers
- File
- Search
- Resources**
- Ethics Officer Resources
- Conferences
- Rulemaking Docket
- Jurisdiction

## Conflict of Interest- Contracts Statements

The following list contains only those disclosures/waivers:

### Keyword Search

- [Derrer, Denise](#) - BOAH 4-23-26
- [Johnson II, Wayne](#) - PLA 8-13-25
- [Johnson II, Wayne](#) - PLA 8-13-25
- [Johnson II, Wayne](#) - PLA 7-22-25
- [Kramer, Kent](#) - ICHE 8-22-24
- [Calfee, Dawn](#) - ISP 8-13-24

 **CONFLICTS OF INTEREST – CONTRACTS ETHICS DISCLOSURE STATEMENT**  
State Form 53345 (R2 / 6-15)  
OFFICE OF THE INSPECTOR GENERAL  
IC 4-2-6-10.5

Mail to: **OFFICE OF INSPECTOR GENERAL**  
315 West Ohio Street, Room 104  
Indianapolis, IN 46202  
Telephone: (317) 232-3850  
E-mail scanned copy to: [info@ig.in.gov](mailto:info@ig.in.gov)

Check if you are making a correction to a previously filed statement.

A state officer, employee, or special state appointee may not knowingly have a financial interest in a contract made by an agency. The term financial interest is defined in IC 4-2-6-1. This prohibition, however, does not apply to an officer, employee, or special state appointee who (1) does not participate in or have contracting responsibility for the contracting agency and (2) meets the criteria in IC 4-2-6-10.5(b)(2) and (c)(1)-(5). One criterion is that the officer, employee, or special state appointee must file a written statement with the Inspector General before the officer, employee, or special state appointee executes the contract with the state agency.

The foregoing consists only of excerpts from IC 4-2-6-10.5. Care should be taken to review IC 4-2-6-10.5 in its entirety to ensure compliance with all criteria set forth in the statute. This disclosure will be posted on the Inspector General's website.

PART 1 – GENERAL INFORMATION		
Last name	First name	Middle initial
Address of office (number and street, city, state, and ZIP code)		
Title or position within agency		Name of agency

PART 2 – CONTRACT	
List the name for each entity (i.e. vendor, contractor, consultant, subcontractor, or subcontractant) in which you have a financial interest that has a contract with a state agency. Also, list the name of the state agency the entity is contracting with (use a different form for each contract).	
Business name of entity	Name of entity contact person (first name and last name)

This contract was (check one):

made after public notice and, if applicable, through competitive bidding; or

not subject to notice and bidding requirements

If the contract was not subject to notice and bidding requirements, please provide the basis for that conclusion here.



# Formal Advisory Opinions

Indiana Office of Inspector General

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- Ethics training links for:
- State Ethics Commission**
- Commission
- Ethics Code
- Opinions**

## Browse by Year

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## Browse by Indiana Administrative Code Ethics Rule

- [42 IAC 1-5-1 Gifts; Travel Expenses; Waivers](#)
- [42 IAC 1-5-2 Donor Restrictions](#)
- [42 IAC 1-5-3 Honoraria](#)
- [42 IAC 1-5-4 Political Activity](#)
- [42 IAC 1-5-5 Moonlighting](#)
- [42 IAC 1-5-6 Conflicts of Interest: Decisions and Voting](#)
- [42 IAC 1-5-7 Conflicts of Interest: Contracts](#)
- [42 IAC 1-5-8 Additional Compensation](#)
- [42 IAC 1-5-9 Bribery](#)
- [42 IAC 1-5-10 and 1-5-11 Confidential Information](#)
- [42 IAC 1-5-12 Use of State Property](#)
- [42 IAC 1-5-13 Ghost Employment](#)
- [42 IAC 1-5-14 Post-employment Restrictions](#)
- [42 IAC 1-5-15 Nepotism](#)
- [Miscellaneous](#)

## 42 IAC 1-5-1 Gifts; Travel Expenses; Waivers

- [22-FAO-015](#)
- [22-FAO-012](#)
- [21-FAO-011](#)



# 2020-FAO-003

## Conflict of Interest - Contracts Exception



### Question

- Whether an FSSA employee could accept a monetary prize (as 1 of 5 contest winners) for a contest, awarded by an FSSA grantee (ELI).

### Exception Analysis

- Employee does not have any contracting authority for FSSA – and was not involved in any way with FSSA’s award of the grant to ELI.
- The grant/contract between FSSA and ELI had already been executed (employee could not file a disclosure form *prior* to the contract’s execution).

### Conclusion

- The employee would have a financial interest in a state contract if she accepted the prize.
- Such a financial interest is prohibited.



# Conflicts of Interests - Decisions & Votes

IC 4-2-6-9

## Prohibits

Participating in a decision, vote, or related matter:

- IF you have **knowledge that various persons** may have a financial interest in the outcome of the matter
- Includes being consulted by the ultimate decision maker

## Various Persons

- The state employee themselves
- An immediate family member
- Organization the employee serves on as an officer, director, member, trustee, partner, or employee
- Organization with whom the employee is **negotiating employment**

## Requirements

- If a **potential COI** identified, required to recuse and follow notification requirements.
- ALWAYS notify Appointing Authority and Ethics Officer in writing
- EITHER (1) seek and Formal Advisory Opinion OR (2) file a disclosure form with our office (public)

# When is IC 4-2-6-9 triggered?



When employment negotiations  
being, and there is a back-and-forth  
exchange.

If you apply to an open posting and no  
interview, then the rule is NOT  
triggered.

If you have an interview, then the rule  
IS triggered.

If you have a networking meeting,  
then it depends!

# Informal Advice Scenarios



## Potential Adjunct Professor Position

- An agency director received an offer from a University for an Adjunct Professor position, and the agency director was responsible for expanding a contract between their agency and that University.

## Potential Consulting Firm Position

- An agency employee who had administered and discretionary decision-making ability on two projects with a consulting firm he had already engaged in preliminary discussions with about a potential position.

## Potential Volunteer Board Position

- An agency grant manager was invited to sit on the Board for an organization that actively sought and was awarded grants specifically from the agency grant manager's division.

## Spouse's Business Relationship

- An agency director's spouse owned and operated a company that does business with an entity that the director's agency licenses.

# 2019-FAO-006



## Question

- Whether a DNR employee would have a conflict of interests under IC 4-2-6-9 if DNR acquiring his property?

## Background

- Employee offered to sell land to DNR
- Employee did not participate in any decisions regarding land purchases (handled by a different division)

## Conclusion

- Although no conflict of interest (IC 4-2-6-9), the Commission asked that DNR provide written confirmation that neither the employee nor his subordinates would be involved in any manner in the sale of his property to DNR
- Could also potentially meet IC 4-2-6-10.5's exception



# Disclosure Form

Indiana Office of Inspector General

Search IG

## Conflicts of Interest - Decisions & Votes



A state officer, an employee, or a special state appointee can file a conflict of interest disclosure statement if they identify a potential conflict of interest. A potential conflict of interest arises if the individual has knowledge that any of the following has a financial interest in a decision or vote, or any matter relating to that decision or vote:

1. The state officer, employee, or special state appointee.
2. A member of the immediate family of the state officer, employee, or special state appointee.
3. A business organization in which the state officer, employee, or special state appointee is serving as an officer, a director, a member, a trustee, a partner, or an employee.
4. Any person or organization with whom the state officer, employee, or special state appointee is negotiating or has an arrangement concerning prospective employment.

### Filing

#### Important Information to Read Before Filing

If you identify a potential conflict of interest you must notify your appointing authority and ethics officer in writing. In addition, you may request a formal advisory opinion from the State Ethics Commission OR file a Conflict of Interest - Decisions and Voting Disclosure Statement. If you choose to file a Conflict of Interest - Decision and Voting Disclosure Statement, you may download a copy of the form by clicking the link below.



[Ethics Disclosure Statement - Conflicts of Interest - Decisions and Voting](#)

- File
  - Financial Disclosure Statements
  - Conflicts of Interest - Decisions & Votes**
  - Conflicts of Interest - Contracts
  - Gift Waiver
  - Post-Employment Waiver
- Search
- Resources
  - Ethics Officer Resources
  - Conferences
  - Rulemaking Docket
  - Jurisdiction





# Gifts

## 42 IAC 1-5-1

<b>To Whom</b>	You, your spouse, and your child (unemancipated)
<b>From Whom</b>	Person with a business relationship with your agency
<b>What</b>	Gift, favor, service, entertainment, food/drink, travel expenses, registration fees
<b>Exceptions</b>	Memento/souvenir of nominal value Relative or ongoing social relationship
<b>Waivers</b>	Agency's Appointing Authority can waive rule Must be consistent with public interest



# Gifts Rule in Action

## Bourbon from a Vendor

- Local trucking company gifted an agency employee with a bottle of bourbon.
- Unclear whether the company and agency had a business relationship at the time of the bourbon gift, but they did the next year.
- Initially, the agency employee denied accepting any bourbon.
- **Result:** The agency employee fully reimbursed the company for the accepted bourbon (\$26).

## Vendor-Sponsored Trip/Conference

- DOC employee accepted airfare and hotel expenses from a former vendor to attend and speak at a conference.
- Vendor did not have an active contract with DOC at the time but had an ongoing relationship with the agency with the DOC employee as the main point of contact.
- DOC employee did not go through state-approved channels to get the trip reimbursed.
- **Result:** \$1,867.07 settlement (full value of travel expenses).

# Post-Employment

## IC 4-2-6-11



### Cooling Off Requirement



- “Revolving door” – IC 4-2-6-11(b); **365 days after leaving state employment**
- Executive Branch Lobbying
- (1) Negotiation/administration of state contract AND (2) discretionary decision-making *ability*
- Regulatory/licensing decisions

### Particular Matter Restriction



- 12 “particular matters” – IC 4-2-6-11(a)
- Prohibits former employees from working on/against the same matters they worked on for State
- “Personal and substantial” participation
- **For the life of the matter** (can be longer than one year)

In a position to negotiate AND administer a contract?

Depends on the state employee's job title/duties.



## Administration

- **FAO 13-I-37**
- Working directly with other members of an agency with a company to fulfill the company's deliverables/duties.
  
- **FAO 13-I-30**
- Supervising a company's work pursuant to a contract with a state agency.
  
- **FAO 14-I-6**
- Affixing a signature to a contract.

# In a position to make discretionary decisions?

Depends on the state employee's job title/duties.



## Discretionary

- **FAO 13-I-37**
- Being in a position to escalate matters to the IDOI Commissioner

## Not Discretionary

- **FAOs 17-I-10, 17-I-1, 15-I-21, 13-I-3**
- Request for proposal (RFP) participation
  
- **2025-FAO-003**
- Mandatory check the box report to supervisor

# Types of Particular Matters

IC 4-2-6-11(c)



Application

Business Transaction

Claim

Economic Development Project

Contract

Determination

Enforcement Proceeding

Investigation

Judicial Proceeding

Lawsuit

License

Public Works Project

# Post-Employment Waivers and FAOs



## Waiver

- Appointing Authority can waive *when consistent with public interest*
- Commission reviews and approves at meetings; will likely ask questions
- Must be signed by AA and EO
- Explicit substantive requirements (IC 4-2-6-11(g)); be specific
- Submission deadline: 10 AM the Monday before the meeting
- Waiver posted publicly



- **Timing:** BEFORE accepting employment or compensation

## FAO

- Conclusively determines whether the opportunity would comply with the Code
- Considered at Commission meetings; Commission will ask some questions
- Requestor submits info about their situation
- Submission deadline: 10 days before the Commission meeting
- FAO posted publicly

- **Note:** Commission meets on the 2nd Thursday of every month

# Waiver Form



## Indiana Office of Inspector General

Ethics Code

Opinions

Meeting Information

### Filings

About Disclosures

About Waivers

### File

- Financial Disclosure Statements
- Conflicts of Interest - Decisions & Votes
- Conflicts of Interest - Contracts
- Gift Waiver
- Post-Employment Waiver

IG / File / Post-Employment Waiver

## Post-Employment Waiver

An agency's Appointing Authority can waive application of certain post-employment restrictions, found under IC 4-2-6-11, when consistent with the public interest. The appointing authority must submit a completed waiver form to the Office of Inspector General for inclusion on the agenda for an upcoming State Ethics Commission (Commission) meeting. The waiver must be presented to the Commission by the Appointing Authority and the Commission will vote to approve the waiver at the meeting.

Online post-employment waivers are not available at this time. The agency's Ethics Officer/Appointing Authority should mail the original (315 West Ohio Street, Room 104, Indianapolis, IN 46202), or email a scanned copy of the post-employment waiver they wish to file to [info@ig.in.gov](mailto:info@ig.in.gov)

[State Ethics Commission Post-Employment Waiver Policy](#)

[Post-Employment Waiver Example Form](#)





# Approved Waivers

Indiana Office of Inspector General

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**Filings**

About Disclosures

About Waivers

File

Search

**Resources**

Ethics Officer Resources

Conferences

Rulemaking Docket

Jurisdiction

## Post-Employment Waivers

The following list contains only those disclosures/waivers

- [Johnson, Jason](#) - Governor's Office 4-9-26
- [Colonis, James](#) - INDOT 3-12-26
- [Rhoads, Matthew](#) - INDOT 2-12-26
- [McFayden, Alicia](#) - IEDC 12-18-25
- [Williams, Caleb](#) - DNR 12-18-25
- [Gaddis, Kyle](#) - IEDC 11-13-25
- [Pitzulo, Marilyn](#) - DWD 11-13-25
- [Kreutzjans, Gary](#) - INDOT 10-9-25
- [Sporny, Joan](#) - DWD 10-9-25
- [Simpson, Sarah](#) - BOAH 9-11-25
- [Nelson, Katherine](#) - ISDA 8-14-25
- [Buskill, David](#) - IEDC 8-14-25

### IC 4-2-6-11

#### Post-employment waiver

As the Appointing Authority of (name of agency), I am filing this waiver of the application of the Code of Ethics' post-employment restriction as it applies to (name of employee or special state appointee) in his/her post-employment with (name of intended employer).

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

- A. This waiver is provided pursuant to IC 4-2-6-11(g) and specifically waives the application of *(Please indicate the specific restriction in 42 IAC 1-5-14 (IC 4-2-6-11) you are waiving)*:
- IC 4-2-6-11(b)(1): 365 day required "cooling off" period before serving as a lobbyist.
  - IC 4-2-6-11(b)(2): 365 day required "cooling off" period before receiving compensation from an employer for whom the state employee or special state appointee was engaged in the negotiation or administration of a contract and was in a position to make a discretionary decision affecting the outcome of such negotiation or administration.
  - IC 4-2-6-11(b)(3): 365 day required "cooling off" period before receiving compensation from an employer for which the former state employee or special state appointee made a directly

# State Ethics Commission



## Indiana Office of Inspector General

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Hotline

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### State Ethics Commission

Commission

Ethics Code

Opinions

Meeting Information

IG / Meeting Information

## Meeting Information

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If you do not see content loading here your browser does not support iframes. Please click [here](#) to continue the subscription process.">

### Upcoming SEC Meeting Dates

Meetings will be in person and begin at 10 a.m. in the Author's Room (2nd floor) of the Indiana State Library, 315 W. Ohio Street, Indianapolis, Indiana 46202 unless otherwise noted below.

- January 8, 2026\*
- February 12, 2026
- March 12, 2026



# Meeting Information



## Indiana Office of Inspector General

Hotline

News Room

Reports

Ethics training links for:

### State Ethics Commission

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### SEC MEETING - April 9, 2026

- [Notice of Meeting](#)
- [SEC Meeting Agenda](#)
- [SEC Meeting Packet](#)
- [Livestream Recording](#)

### SEC MEETING - March 12, 2026

- [Notice of Meeting](#)
- [SEC Meeting Minutes](#)
- [SEC Meeting Agenda](#)
- [SEC Meeting Packet](#)
- [Livestream Recording](#)

### SEC MEETING - February 12, 2026

- [Notice of Meeting](#)
- [SEC Meeting Minutes](#)
- [SEC Meeting Agenda](#)
- [SEC Meeting Packet](#)
- [Livestream Recording](#)

### SEC MEETING - January 8, 2026

- [Notice of Meeting](#)
- [SEC Meeting Minutes](#)
- [SEC Meeting Agenda](#)
- [SEC Meeting Packet](#)



# Post-Employment in the news



## News From The States

Part of States Newsroom

STORIES FROM THE STATES  
With the Voting Rights Act  
what's next for elections?

D.C. Bureau Health Care Education Gov & Politics Immigration Environment Abortion Policy Economy

TRENDING: Election 2026 | Voting Rights | Immigration Enforcement | Data Centers | Federal Fallout

INDIANA | News

### State Ethics Commission rules against former IEDC official, grants waiver to governor's aide

GOV & POLITICS | Apr 09, 2026 | 6:00 pm ET

## Indiana CAPITAL CHRONICLE

COMMENTARY ECONOMY EDUCATION ELECTION 2026 GOVERNMENT & POLITICS HEALTH & ENVIRONMENT

GOVERNMENT & POLITICS

### IN BRIEF

### Indiana ethics body approves DCS chief of staff's move to major contractor



## Indiana CAPITAL CHRONICLE

COMMENTARY ECONOMY EDUCATION ELECTION 2026 GOVERNMENT & POLITICS HEALTH & ENVIRONMENT

GOVERNMENT & POLITICS

### Indiana Ethics Commission approves waivers for 4 outgoing agency heads

Gov.-elect Mike Braun is swapping out agency leadership.

BY: LESLIE BONILLA MUÑIZ - JANUARY 10, 2025 7:00 AM





# Confidential Information

## Rules

IC 4-2-6-6, 42 IAC 1-5-10, 42 IAC 1-5-11

Do not benefit from, divulge, or accept compensation resulting from confidential information

## Example

DCS employee disclosed to a facility when an unannounced visit would occur

**Result:** \$10,000 fine

# Ethics Violations

IC 4-2-6-12



Civil Penalty 3X Value of benefit

Cancel contract

Bar from entering contract

Restitution or disgorgement

Reprimand, suspend or terminate

Bar future state employment

Recommend impeachment

Revoke license or permit

Bar from obtaining license or permit

Revoke lobbyist registration

Bar future lobbying activity

# Ethics In the News



**WTHR** News Weather Sports VERIFY **An unknown error has occurred**

LIVE DOPPLER 13 RADAR ADVERTISE WITH US INDIANA FEVER 13 INVESTIGATES

13-INVESTIGATES

## State ethics commission rules former DHS executive violated nepotism rules

A former state financial officer who claims she was wrongfully fired lost her appeal on ethics violations Thursday.

## Indiana CAPITAL CHRONICLE

COMMENTARY ECONOMY EDUCATION ELECTION 2026 GOVERNMENT & POLITICS HEALTH & ENVIRONMENT

GOVERNMENT & POLITICS

### IN BRIEF

## Ethics commission weighs in on whiskey barrel employment

BY: NIKI KELLY - OCTOBER 24, 2024 2:01 PM

MARKETPLACE Search For & Place Classifieds **IndyStar.**

News Sports Things To Do Opinion Real Estate Advertise Obituaries eNewspaper Legals

INVESTIGATIONS

## DCS worker tipped off youth center with history of abuse allegations about 'surprise' inspection

**Tony Cook**  
Indianapolis Star

May 27, 2025, 6:09 a.m. ET

INDIANA News

## State Ethics Commission rules against former IEDC official, grants waiver to governor's aide

GOV & POLITICS | Apr 09, 2026 | 6:00 pm ET | By Leslie Bonilla Muñiz

# Final Purchasing Authority



**You MUST file a Financial Disclosure Statement:**

See IC 4-2-6-8

Who is required to file?

What is “Final Purchasing

Authority”?

When to file?

**Indiana Office of Inspector General**

**Filings**

- About Disclosures
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  - Conflicts of Interest - Decisions & Votes
  - Conflicts of Interest - Contracts
  - Gift Waiver
  - Post-Employment Waiver
- Search

# Financial Disclosure Forms



Indiana Office of Inspector General

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- Resources**
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- Jurisdiction

## Search Disclosures

### Conflicts of Interest - Decisions/Voting

- [Search a complete list of all Conflict of Interest - Decisions/Voting Statements.](#)

### Conflicts of Interest - Contracts

- [Search a complete list of all Conflict of Interest - Contracts Statements](#)

### Financial Disclosure Statements

*2024 Financial Disclosure Statements of State-wide Elected Officers*

- [Governor Michael Braun](#)
- [Lt. Governor Micah Beckwith](#)
- [Attorney General Theodore Rokita](#)
- [State Comptroller Elise Nieshalla](#)
- [Secretary of State C. Diego Morales](#)
- [Treasurer of State Daniel Elliott](#)

All other Financial Disclosure Statements filed with the OIG are public records and available upon request. Please send an email to [info@ig.in.gov](mailto:info@ig.in.gov) to make a public records request.

# For the Attorneys



See rule 1.11 Special Conflicts of Interest for Former and Current Government Officers and Employees

The Supreme Court Disciplinary Commission offers advisory opinions:  
<https://www.in.gov/courts/discipline/guidance/>

March 2023: Supreme Court Disciplinary Opinion: Detecting and Navigating Imputed Conflicts of Interests of Current and Former Government Officials, Lawyers, and Employees: <https://www.in.gov/courts/discipline/files/dc-opn-1-23.pdf>

OIG does not have jurisdiction to provide guidance on this or other ethical obligations for attorneys under the Rules of Professional Conduct



**QUIZ**

# Scenario 1



**A contractor at your agency has offered you a free registration for a conference. Can you accept the free registration?**

A. Yes – It is work related, so feel free to accept and enjoy!

B. Yes – You did not sign the contract, so go ahead and accept.

C. No – your agency has a business relationship with the contractor, so unless an exception applies or you get a waiver, you cannot accept.

D. No – you can never accept free registration to a conference.

## Scenario 2



**You win a door prize in a drawing at a work conference. Can you accept it?**

A. Yes – it was a random drawing; of course, you can accept it.

B. No – you can never accept a door prize.

C. It depends on whether you were allowed to attend the conference.

D. It depends on whether the donor has a business relationship with your agency or if an exception applies or you get a waiver.

# Scenario 3



**Can you take an outside job with a non-profit organization that has a grant with another state agency?**

A. Yes – you do not work for the granting agency, so no restrictions apply.

B. Yes – if the compensation for your outside job does not come from a state contract or grant.

C. Yes – if you receive compensation from state funds, but you file a disclosure statement before execution of the contract.

D. Both B and C.

# Scenario 4



**You leave state government and accept a job to lobby the IN and OH legislatures. Can you do so immediately upon leaving the State?**

A. Yes – the cooling-off restriction only applies to executive branch lobbying (not legislative).

B. Yes – you can lobby anyone you want after leaving state employment.

C. No – you cannot engage in any type of lobbying after leaving state employment.

D. It depends on who your employer is.

# Scenario 5



**In your state role, you make general policy decisions that apply to a regulated industry (but never to a specific entity). Can you immediately work for a specific regulated entity upon leaving the State?**

A. Yes – the post-employment rule does not prohibit working for regulated entities.

B. Yes – if you only made decisions of general applicability, you can work for a regulated entity.

C. No – your decisions involved the industry; therefore, you are out of luck.

D. No – unless you get a waiver from your appointing authority.

# Scenario 6



**You have a question regarding whether the Code of Ethics would allow you to accept job you are considering. What should you do?**

A. Take the job – no one is watching.

B. Take the job – there are no real penalties for violating the Code of Ethics.

C. Ask for advice – from your ethics officer, the OIG, or State Ethics Commission.

D. Stress about it for days and lose sleep over it.

# CONTACT US

**Indiana Office of  
Inspector General**

[www.in.gov/ig](http://www.in.gov/ig)  
**(317) 232-3850**  
[info@ig.in.gov](mailto:info@ig.in.gov)





**Thank you for attending the  
2026 State Contracts Seminar!**