**RFP 18-066
Attachment L, Sample Lease Agreement**

 **Lease Agreement**

This Lease is entered into by and between the State of Indiana, by its Department of Administration (hereinafter designated "Landlord"); and Indiana University Health, Inc., an Indiana nonprofit corporation through its subsidiary, Workplace Health Services, LLC d/b/a IU Health Workplace Services (hereinafter designated "Tenant"). The signatories for the Landlord and Tenant warrant and represent that they have been duly authorized to execute this lease on behalf of the Landlord and Tenant respectively.

In consideration of the promises and obligations specified in this Lease, Landlord and Tenant agree as follows:

1. **Premises**

Landlord hereby Leases to Tenant and Tenant hereby Leases from Landlord, subject to and with the benefit of the terms, conditions, and provisions of this Lease, certain premises (hereinafter called "Health Clinic Space"), approximately 8,700 square feet located in Room W041 located in the basement of Indiana Government Center South (IGCS), 402 West Washington Street, Indianapolis, Indiana 46204. The lease premises are more fully described in site plans attached as “Exhibit A”.

1. **Term**

The initial term of this Lease is for a period of three (3) years, beginning June 2, 2014, or from the date of final acceptance by the Landlord, or from the date the Tenant provides Landlord with a performance bond as referenced in Article IV, whichever is later. The Landlord and Tenant shall confirm the commencement and expiration dates of this Lease by signing a letter of confirmation, generated by the Landlord, which shall then become an attachment to the Lease as “Exhibit B”.

1. **Renewal Option**

This Lease 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 25 IAC 1.1-1-16(c). Exercise of this option is at the sole discretion of State and is not subject to agreement or acceptance by the Tenant. The Lease may be renewed for one additional terms of one (1) year, for a total of 4 years at the State’s option.

1. **Performance Bond**

This agreement shall not become effective until Tenant provides Landlord with a performance bond in the sum of one hundred thousand dollars ($100,000.00) with sureties to be approved by the Commissioner of the Department of Administration conditioned upon the faithful performance by the Tenant of all of its agreements herein contained. If the Tenant, being entitled to possession hereunder, shall fail for any reason to take possession of or to use the premises continuously in accordance with this Lease agreement, no refund shall be made of any money deposited to bond this agreement.

1. **Rental**

Tenant shall pay the Landlord for the use and occupancy of the premises such rental as hereinafter provided:

The Tenant shall pay as rent a total of One Hundred Seventeen Thousand Four Hundred Fifty Dollars ($117,450.00) annually for the use and occupancy of space in the Indiana Government Center Complex. The rent amount of Nine Thousand Seven Hundred Eighty Seven Dollars and Fifty Cents ($9,787.50) shall be remitted to the State of Indiana in twelve (12) monthly payments.

Payment of Rental: All remittances provided herein shall be made payable to "State of Indiana" and be delivered, until notice to the contrary is given in writing by Landlord, to the following address:

Controller

Department of Administration

# 402 West Washington Street, Room W478

Indianapolis, IN 46204

Such rental payment shall be payable on the twentieth (20th) day of each and every calendar month for the current month's usage and occupancy.

Non‑compliance with any of the terms of the above items of this category may result in immediate termination of the Lease and/or forfeiture of the performance bond by the Tenant.

1. **Use of Premises**

Tenant shall use the premises solely to provide for the operation of a Health Clinic at the Indiana Government Center Complex. The premises shall not be used by Tenant for any other use or purpose without the express written permission of the Commissioner, Indiana Department of Administration or designee. This Lease agreement gives the Tenant the use of the Health Cline Space, which are comprised of areas located in “Exhibit A”, The respondent shall be responsible for the purchase and maintenance of any specialty equipment and signage, including installation, for any franchise operations.

Operating hours will be in accordance previously agreed upon terms. Mutually agreed upon services will be prearranged through the Lease administrator of the Department of Administration to allow access to facilities.

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1. **Construction/Renovation**

Tenant will be responsible for space design and construction. Tenant will construct the Health Clinic within the Indiana Government Center South Building Facility. This includes all necessary plumbing, electrical, and HVAC needs required of this space. Tenant will be responsible for all necessary cabling and data/wireless infrastructure necessary to support electronic medical records, hardware, and network needs. Tenant will provide all equipment and do the necessary planning to meet the desired services outlined in the RFP. Landlord shall not be responsible for any additional construction or remodeling costs to accommodate any changes to the decor or operation of the Health Clinic, unless agreed upon in writing prior to the beginning of the construction/renovation.

All permanent structuresand fixtures arising as a result of the development of the clinic in the Indiana Government Center building shall be owned by the State of Indiana upon completion of the three year contract term.

1. **Protection of State Buildings, Equipment and Vegetation**

The Tenant shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation owned or controlled by the Landlord. If Tenant's failure to use reasonable care causes damage to any of this property, the Tenant shall replace or repair the damage at no expense to the Landlord. If the Tenant fails or refuses to make such repair or replacement, the Tenant shall be liable for the cost, which may be added to the amount of rent due.

1. **Surrender of Premises**

At the expiration of the tenancy hereby created, Tenant shall surrender the Leased premisesand all improvements and fixtures thereto to Landlord in good and workable order, normal wear and tear excepted.

1. **Rules and Regulations**

Landlord reserves the right to adopt and promulgate rules and regulations applicable to Leased premises, and to amend or supplement said rules and regulations, from time to time. Notice of such rules and regulations and amendments and supplements, shall be given to Tenant and Tenant agrees to comply with and observe such rules and regulations and amendments thereto and supplements thereof; provided, the same shall apply uniformly to all Tenants of the Indiana Government Center Complex.

1. **Loss of Use by Tenant**

In the event the premises are made untenable or are partially or totally destroyed by fire, explosion, or other casualty, the Leased premises shall be repaired if deemed practical as speedily as possible at Landlord’s expense.

Landlord and Tenant can agree in writing to continue the Lease from the undamaged premises at a rent apportioned according to the usable space available. If the premises are unusable during the restoration period the rent shall abate during this period.

1. **Assignment/Subletting**

Tenant shall not sell, assign, pledge or in any way encumber this agreement in whole or in part, or permit the use of the whole or any part of the cafeteria by anyone other than Landlord, without express written permission of the Commissioner of the Indiana Department of Administration.

Tenant may, with written notification and without being released from any of its responsibilities herein, assign this agreement to any wholly owned subsidiary or restructured corporate entity of the Tenant.

1. **Insurance**

The Contractor shall secure and keep in force during the term of this Contract the following insurance coverage, 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:

A.  Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with minimum liability limits not less than $700,000 per person and $5,000,000 per occurrence unless additional coverage is required by the State.   The State is to be named as an additional insured on a primary, non-contributory basis for any liability arising directly or indirectly under or in connection with this Contract.

            1.  Automobile liability with minimum liability limits of $700,000 per person and $5,000,000 per occurrence.  The State is to be named as an additional insured on a primary, non-contributory basis.

            2.  The Contractor shall provide proof of such insurance coverage by tendering to the undersigned State representative a certificate of insurance prior to the commencement of this Contract and proof of workers’ compensation coverage meeting all statutory requirements of IC §22-3-2.  In addition, proof of an “all states endorsement” covering claims occurring outside the State is required if any of the services provided under this Contract involve work outside of Indiana.

B.  The Contractor’s insurance coverage must meet the following additional requirements:

            1.  The insurer must have a certificate of authority issued by the Indiana Department of Insurance.

            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.

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.

1. **Parking and Common Use Areas and Facilities**
2. Definition: “Common area” is defined as that portion of the Indiana Government Center Complex designed for the common use and benefit of everyone in the building and their invitees. Exclusive space in building is designed for rental to Tenants of Landlord or for use by Landlord for Administration or office space for state agencies.

All automobile parking areas, driveways, entrances and exits thereto and other facilities furnished by Landlord near the Indiana Government Center Complex, including employee parking areas, the truck way or ways, loading docks, package pick up stations, pedestrian sidewalks and ramps, landscaped areas, stairways, and other areas, and improvements provided by Landlord for the general use, in common, of all Tenants, their officers, agents, employees and customers, shall at all times be subject to the exclusive control and management of Landlord, and Landlord shall have the right from time to time to establish, modify and enforce reasonable rules and regulations with respect to all facilities and areas mentioned in this article.

Landlord shall have the right to construct, maintain and operate all said areas and improvements; to police the same; from time to time to change the area, location and arrangement of parking areas and other facilities herein above referred to; to restrict parking by Tenants, their officers, agents and employees to employee parking areas; to close all or any portion of said areas or facilities to such extent as may, in the opinion of Landlord, be necessary; to close temporarily all or any portion of the parking areas or facilities; and to perform such other acts in and to said areas and improvements as, in the use or good business judgment, the Landlord shall determine to be advisable with a view to the improvement of the convenience and use thereof by Tenant and customers. Landlord shall maintain the common facilities referred to above in such manner, as Landlord, in its sole discretion, shall determine from time to time. Without limiting the scope of such discretion, Landlord shall have the full right and authority to employ all personnel and to make all rules and regulations pertaining to and necessary for the proper operation and maintenance of the common areas and facilities.

1. Cost: Landlord shall be responsible for all cost associated with maintaining and repairing the common areas. However, if Landlord is required to make repairs to such areas due to negligent acts by Tenant, his agents, officers or employees, such repairs shall be at Tenant's expense.
2. Parking: The Landlord shall provide not more than eight (8) parking passes to Tenant for use by it and its employees at no cost to Tenant and its employees. Pursuant to existing state policy, Tenant and its employees shall be required to pay the refundable deposit for issuance of a magnetic access card for parking privileges and shall be bound by all policies, laws, and rules pertaining to such parking privileges.
3. **Independent Tenants/Employees**

Both parties hereto, in the performance of this agreement, will be acting in an individual capacity and not as agents, employees, partners, joint ventures or associates of one another. The employees or agents of one party shall not be deemed or construed to be the employees or agents of the other party for any purpose whatsoever. Neither party will assume any liability for any injury (including death) to any persons or any damage to any property arising out of the acts or omission of the agents or employees of the other party. The tenant shall be responsible for providing all necessary unemployment and worker’s compensation insurance for its employees.

Tenant's Employees:

1. Tenant shall provide a sufficient number of employees to guarantee prompt, efficient service.
2. Employees must meet all laws, rules and requirements for health and cleanliness. Employees must be neat and clean at all times. The cost of uniforms, if any required by Tenant will not be borne by Landlord.

Any employees or independent contractors of the Tenant and other persons, while engaged in the performance of any work or service required by the Tenant under the Lease agreement shall not be considered employees or representatives of the Landlord.

The Landlord will have no direct control over employees of the Tenant. Any provisions for such control shall be exercised only through the Tenant or the persons assigned as Heath Clinic manager.

The Landlord reserves the right to have any employee removed from the government center complex permanently or temporarily for any reasonable cause. The department shall notify in writing the Tenant thereof, and the Tenant shall forthwith remove such employee from the Leased premises.

1. **Notice to the State of Labor Disputes**

If the Tenant has knowledge that any actual or potential labor dispute is delaying or threatens to delay the timely performance of this agreement, the Tenant shall immediately give notice, including all relevant information to the Landlord.

1. **Nondiscrimination**

Pursuant to Indiana Code 22-9-1-10 and the Civil Rights Act of 1964, Landlord and its SubTenants, if any, shall not discriminate against any employee or applicant for employment, to be employed in the performance of this Lease, with respect to hire, tenure, terms, conditions, or privileges of employment or any matter firectly or indirectly related to employment, bacause of race, age, color, religion, sex, disability, national origin or ancestry. Breach of this covenant may be regarded as a material breach of the Lease. Acceptance of this Lease also signfies compliance with applicable Federal Laws, regulations, and executive orders prohibiting discrimination in the provision of services based on race, color, national origin, age, sex, disability, or status as a veteran. The Tenant shall comply with Section 202 of Executive Order 11246, as amended, 41 CFR 60-250 and 41 CFR 60-741, as amended, which are incorporated herein by specific reference.

1. **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 required by Indiana law, in part, IC 5-17-5-1 et seq., IC 34-2-22-1 et seq., and IC 34-4-16-1.1 et seq.

1. **Bankruptcy**

This Lease is subject to immediate termination by the Landlord upon the Tenant becoming insolvent or making a general assignment for the benefit of creditors, except where pursuant to 11 U.S.C. 305 the bankruptcy court takes action to prohibit such termination.

1. **Taxes**

The State of Indiana is exempt from State, Federal, and local taxes. The State does not agree to pay and will not be responsible for any taxes levied on the Tenant as a result of this Lease agreement.

1. **Indemnification**

Tenant shall indemnify Landlord and hold it harmless from and against any and all claims, actions, damages, liability, and expense in connection with loss of life, personal injury or damage to property arising from, or out of, any negligent occurrence in, upon or at the Leased premises, or the negligent occupancy or use by Tenant of the Leased premises or any part thereof or occasioned wholly or in part by an act or omission of Tenant, its agents, Tenants, employees, or servants. In case Landlord shall, without fault on its part be made a party to any litigation commenced by or against Tenant, then Tenant shall protect and hold Landlord harmless and shall pay all costs, expenses, and reasonable attorney’s fees incurred or paid by Landlord in connection with such litigation. In no event shall Tenant be responsible for those liabilities resulting from the negligence of Landlord, its agents or employees.

1. **Disputes**

Should any disputes arise with respect to this Lease, the Tenant and the Landlord agree to act immediately to resolve any such disputes. Time is of the essence in the resolution of disputes.

The Tenant agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all its responsibilities under this Lease, which are not affected by the dispute. Should the Tenant fail to continue to perform its responsibilities under this Lease as regards all non-disputed work without delay, any additional costs incurred by the State or the Tenant as a result of such failure to proceed shall be borne by the Tenant, and the Tenant shall make no claim against the State for such costs. If the Tenant and the Landlord cannot resolve a dispute within ten (10) working days following notification in writing by either party of the existence of said dispute, and then the following procedure shall apply:

The parties agree to resolve such matters through submission of their dispute to the Commissioner of the Indiana Department of Administration. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the Tenant and the Landlord within ten (10) working days after presentation of such dispute for action. The Commissioner’s decision shall be final and conclusive unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If no reconsideration is provided within ten (10) working days, the parties may mutually agree to submit the dispute to mediation for a determination, or otherwise the dispute shall be submitted to an Indiana Court of competent jurisdiction.

1. **Termination**

Notwithstanding any of the provisions of this Lease to the contrary, Landlord may terminate this Lease agreement whenever, for any reason, the Landlord shall determine that such termination is in the best interest of the State of Indiana. Termination of said Lease shall be effected by delivery to Tenant of a termination notice at least ninety (90) days prior to the termination effective date.

1. **Cancellation for funding**

If the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of this Lease, the Lease shall be canceled. A determination by the Budget Director that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

1. **Default**

When the Landlord determines that the Tenant is in default and has failed to perform any provisions herein, the Landlord may elect to proceed under the following:

The Landlord in addition to other rights set forth elsewhere in the Lease agreement may terminate the Lease at any time if the Landlord determines that the Tenant has failed to make satisfactory progress toward performance in beginning operation of a cafeteria facility. In such a case, the Landlord shall provide written notice to Tenant by certified U.S. mail, stating the specific reason(s) for said termination. Otherwise, Tenant shall be given written notice of default and ten (10) days to correct such default. If default has not been cured in such ten- (10) day period, the same notice shall be given as for failure to make satisfactory progress. Notice shall be mailed to Tenant at least ten (10) days prior to the termination date, and the Lease shall be terminated effective on the date specified in the notice.

The Tenant shall continue performance to the extent not terminated under the provision of the above paragraph until termination date.

In the event the Landlord terminates this Lease as provided in this clause, the Landlord may relent said premises, upon such reasonable terms and in such manner as it may deem appropriate, and Tenant shall be liable to Landlord for reasonable excess costs for suchsubstitute service.

The Landlord reserves the right to immediately terminate the Lease in the event the Tenant materially breaches the terms of the Lease.

1. **Compliance and Governing Laws**

**Compliance with Laws.**

A.  The Contractor shall comply with all applicable federal, state, and local laws, rules, regulations, and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference.  The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Contract shall be reviewed by the State and the Contractor to determine whether the provisions of this Contract require formal modification.

B.  The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6, *et seq*., IC §4-2-7, *et seq*., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004.  If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General’s website at <http://www.in.gov/ig/>.  If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor.  In addition, the Contractor may be subject to penalties under IC §§4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

C.  The Contractor certifies by entering into this Contract that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State of Indiana.  The Contractor agrees that any payments currently due to the State of Indiana may be withheld from payments due to the Contractor.  Additionally, further work or payments may be withheld, delayed, or denied and/or this Contract suspended until the Contractor is current in its payments and has submitted proof of such payment to the State.

D.  The Contractor warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions.  During the term of such actions, the Contractor agrees that the State may delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Contract.

E.  If a valid dispute exists as to the Contractor’s liability or guilt in any action initiated by the State or its agencies, and the State decides to delay, withhold, or deny work to the Contractor, the Contractor may request that it be allowed to continue, or receive work, without delay.  The Contractor must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein.  A determination by IDOA shall be binding on the parties.  Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC §5-17-5.

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

G.  The Contractor affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.

H.  As required by IC §5-22-3-7:

1. The Contractor and any principals of the Contractor certify that:
2. the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of:
	1. IC §24-4.7 [Telephone Solicitation Of Consumers];
	2. IC §24-5-12 [Telephone Solicitations]; or
	3. 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.

1. 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.

I.  As required by IC §5-22-16.5, the Contractor certifies that the Contractor is not engaged in investment activities in Iran. Providing false certification may result in the consequences listed in IC §5-22-16.5-14 including termination of this Contract, denial of future state contracts, as well as an imposition of a civil penalty.

1. **Merger Clause**

This agreement, together with the attachments, appendixes, specifications, drawings, notes, instructions, exhibits, or supplements specifically referenced in this agreement shall be deemed to be incorporated herein by reference as if fully set forth and constitutes the entire agreement between the Landlord and the Tenant with respect to the matter contained herein and supersedes all prior oral or written representations and agreements.

1. **Force Majeure**

In the event that either party hereto shall be delayed or hindered in or prevented from the performance of any act required hereunder by reason of strikes, lock‑outs, labor troubles, inability to procure products, failure of power, restrictive governmental laws or regulations, riots, insurrection, war of other reason of a like nature not the fault or negligence, and beyond the control of the party delayed in performing work or doing acts required under the terms of this Lease, then performance of such act may be excused for the period of the delay, in no event to exceed thirty (30) days. Notwithstanding the above, the provisions of this section shall not operate to excuse Tenant from prompt payment of rent, or any other payments required by the terms of this Lease.

If Tenant fails to perform in accordance with the terms of this Lease agreement for a period in excess of thirty (30) days due to circumstances beyond its control, Landlord may terminate this Lease agreement, and Tenant shall have no further obligation to provide cafeteria or catering services thereafter.

1. **Verbal Orders**

The Tenant shall make no deliveries of goods or services on verbal orders unless otherwise stated in this agreement.

1. **Foreign Corporation**

To do business in or with the State of Indiana out of state corporations must be registered with the Secretary of State of the State of Indiana as required by law.

1. **Continuity of Services**
2. The Tenant recognizes that the services under this agreement are vital to the Landlord and must be continued without interruption and that, upon agreement expiration, a successor, either the Landlord or another Tenant, may continue them. The Tenant 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.
3. The Tenant shall, upon the Landlord's written notice
4. furnish phase‑in, phase‑out services for up to sixty (60) days after this agreement expires and;
5. 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 Landlord's approval. The Tenant shall provide sufficient experienced personnel during the phase‑in, phase‑out period to ensure that the services called for by this agreement are maintained at the required level of proficiency.
6. The Tenant 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 Lease. The Tenant 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 Tenant shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
7. The Tenant shall be reimbursed for all reasonable phase‑in, phase‑out costs (i.e., costs incurred within the agreed period after agreement expiration that result from phase‑in, phase‑out operations) and profit not to exceed a pro rata portion of the profit under this agreement.
8. **Responsibilities**
9. A division of responsibilities not specifically covered by previous articles are listed, but not limited to:
10. Sanitation: The Tenant is responsible for inspecting, monitoring, and maintaining sanitary conditions on the Leased premises.
11. Glass & Windows: Tenant shall be responsible for the cleaning of all inside glass.
12. Garbage Removal: Landlord shall provide the necessary service for removal of garbage and refuse from the Indiana Government Center Complex. Tenant shall have the responsibility of keeping all garbage and refuse containers clean. Tenant shall carry all trash to be removed to the interior loading dock where trash containers are available. All garbage shall be in plastic bags.
13. Utilities: Landlord will furnish, at Landlord's expense, all electricity, gas and water to Tenant on Leased premises from the date the possession of premises is delivered to the Tenant until expiration or termination of the Lease term. Air conditioning, for ordinary use only, for the Health Clinic area shall also be furnished at no charge to the Tenant. Accidents and unavoidable delays in services are expected. The Tenant shall, subject to the approval of the Landlord, install any necessary telephone service and equipment. Telephone service shall be at Tenant's expense.
14. **Conflict of Interest**
15. As used in this section:

“Immediate family” means the spouse and the unemancipated children of an individual.

“Interested party” means:

1. The individual executing this Lease;
2. An individual who has an interest of three percent (3%) or more of Tenant, if Tenant is not an individual; or
3. Any member of the immediate family of an individual specified under subdivision 1 or 2.

“Department” means the Indiana Department of Administration.

“Commission” means the State Ethics Commission.

1. The Department may cancel this Lease without recourse by Tenant if any interested party is an employee of the State of Indiana.
2. The Department will not exercise its right of cancellation under section B above if the Tenant gives the Department an opinion by the Commission indicating that the existence of this Lease and the employment by the State of Indiana of the interested party does not violate any statute or code relating to ethical conduct of state employees. The Department may take action, including cancellation of this Lease consistent with an opinion of the Commission obtained under this section.
3. Tenant has an affirmative obligation under this Lease to disclose to the Department when an interested party is or becomes an employee of the State of Indiana. The obligation under this section extends only to those facts that Tenant knows or reasonably could know.
4. **Maintaining a Drug‑Free Workplace**
5. Tenant hereby covenants and agrees to make a good faith effort to provide and maintain during the term of this agreement a drug-free workplace, and that it will given written notice to Indiana Department of Administration within ten (10) days after receiving actual notice that an employee of Tenant has been convicted of a criminal drug violation occurring in Tenant's Leased premises.
6. In addition to the provisions of subparagraph A above, if the total Lease amount set forth in this agreement is in excess of $25,000.00, Tenant hereby further agrees that this agreement is expressly subject to the terms, conditions, and representations contained in the drug‑free workplace certification executed by Tenant in conjunction with this agreement and which is set forth in article XXXVIII (38) of this Lease.
7. It is further expressly agreed that the failure of Tenant to in good faith comply with the terms of subparagraph A above, or falsifying or otherwise violating the terms of the certification referenced in subparagraph B above shall constitute a material breach of this agreement, and shall entitle the Landlord to impose sanctions against the Tenant including, but not limited to, suspension of Lease payments, termination of this agreement and/or debarment of the Tenant from doing further business with the State for up to three (3) years.
8. **Drug-Free Workplace Certification**

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all Leases with and grants from the State of Indiana in excess of $25,000.00. No award of a Lease shall be made, and no Lease, purchase order or agreement, the total amount of which exceeds $25,000.00, shall be valid, unless and until this certification has been fully executed by the Tenant and made a part of the Lease or agreement as part of the Lease documents. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of Lease payments, termination of the Lease or agreement and/or debarment of Leasing opportunities with the Landlord for up to three (3) years.

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

1. Publishing and providing to all of its employees a statement notifying their employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Tenant’s workplace and specifying the actions that will be taken against employees for violations of such prohibition; and
2. Establishing a drug-free awareness program to inform their employees of (1) the dangers of drug abuse in the workplace; (2) the Tenant’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.
3. 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 Tenant of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
4. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision C (2) above, or otherwise receiving actual notice of such conviction;
5. 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) take appropriate personnel action against the employee, up to and including termination; or (2) require 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
6. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs A through E above.
7. **Environmental Awareness**

The Tenant shall use its best efforts, to not only provide services in an environmentally sound and prudent manner, but also comply with Executive Order 03-27, titled ‘Greening the Government’. To assist the Tenant in these efforts many creative programs have been and will be initiated to reduce waste. These programs will be designed through the efforts of the Compliance Committee, see Article XLI.

1. Recycling: The current recycling program for beverage containers and newspapers will continue. In addition, the Tenant will be responsible for providing access to recycling bins to special groups who use the cafeteria, especially when these groups use glass, plastics #1 or #2, or aluminum beverage containers. Additional bins can be obtained from the Landlord. For example, when the Tenant serves school groups, the Tenant should place a recycling bin next to the trash receptacle for use by the group.
2. **Equal Opportunity**

The Tenant shall use its best efforts to promote equal opportunity with minority, small and other disadvantaged business entities in leasing opportunities surrounding the cafeteria operations in the Indiana Government Complex.

1. **Compliance Committee**

Once the Lease has been fully executed, a compliance committee will assemble within sixty (60) days. After the initial gathering the committee will convene quarterly at a regular time and date agreed to by the Tenant and Landlord. The Landlord designates IDOA/Operations to handle logistic arrangements, along with notification and reminders of the meetings.

The composition of this committee will include, but not be limited to, a representative(s) from the Tenant and Landlord. The Landlord will be represented by various divisions from within the Indiana Department of Administration, but in the future may include other state agencies. The divisions included are Lease Administration, Minority Business Development, Operations, and Recycling and Waste Reduction.

The specific goals and objectives of this committee will be defined and agreed upon during the initial few meetings, but in general, the goals will be to oversee the compliance of the Lease and any issue of concern to the Lease. Some of the issues that will be addressed by the committee are methods the Tenant can utilize to comply with Executive Order 03-27, titled ‘Greening the Government’ as well as with IC 4-13-16.5-2 (Minority Business Enterprise Participation). So the Tenant can meet or exceed the goal of five (5) percent minority business and five (5) percent women business enterprise participation as set forth in Title 25, Article 2, Rule 20 of the Indiana Administrative Code (25 IAC 2-20).

This committee may tackle from time-to-time issues effecting overall customer service and satisfaction, but will **not** be a stage for customers of the Tenant to complain about day-to-day customer situations. The Tenant has proven through its proposal and experience that its management can handle day-to-day customer concerns.

1. **Notices**

All notices required to be given under this Lease will se sent by certified or registered mail to the following addresses:

|  |  |
| --- | --- |
| **LANDLORD**Deputy CommissionerDepartment of Administration402 West Washington StreetRoom W478Indianapolis, Indiana 46204(317) 232-3150Fax: (317) 232-3154 | **TENANT**IU Health |

1. **Liens**

Tenant shall keep the Leased premises free from any liens, including, but not limited to, mechanics’ liens. Tenant agrees to notify Landlord in the event such a lien is placed upon the Leased premises or the building by virtue of an act of failure to act on the part of Tenant. It shall be an event of default hereunder in the event Tenant does not cause such lien to be removed within sixty (60) days after such notice. Tenant agrees that any alterations, additions, repairs, improvements, or Landlord shall make decorations that are requested by Tenant or Landlord's representative, at Tenant’s cost, and shall be made only in accordance with work orders issued by Landlord.

1. **Waiver of Rights**

No right conferred on either party under this Lease shall be deemed waived and no breach of this Lease excused, unless such waiver or excuse shall be in writing and signed by the party claimed to have waived such right.

1. **Modification of Lease**

This Lease may be modified at the time of the Lease renewal or at any time upon written agreement signed by the Tenant, Landlord, and all necessary signatories of the State of Indiana.

1. **Ethics**

The Tenant 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 Indiana Code § 4-2-6 et seq., the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Tenant is not familiar with these ethical requirements, the Tenant should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at [www.IN.gov/ethics](http://www.in.gov/ethics). If the Tenant or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Lease immediately upon notice to the Tenant. In addition, the Tenant may be subject to penalties under Indiana Code § 4-2-6-12."

1. **Non-Collusion and Acceptance**

The undersigned attests, subject to the penalties for perjury, that he is the Leasing party, or that he is the representative, agent, member or officer of the Leasing party, that he has not, nor has any other member, employee, representative, agent or officer of the firm, company, corporation or partnership represented by him, directly or indirectly, to the best of his knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he has not received or paid, any sum of money or other consideration for the execution of this agreement other than that which appears upon the face of the agreement.

**This rest of this page left blank intentionally.**

1. **Entire Agreement**

This Lease agreement constitutes the entire agreement between the parties with respect to the subject matter; all prior agreements, representations, statements, negotiations and undertakings are superseded hereby.

**In Witness Whereof,** Tenant and the State of Indiana have, through duly authorized representatives, entered into this agreement. The parties having read and understand the foregoing terms of the Lease do by their respective signatures dated below hereby agree to the terms thereof.

**Tenant:**

|  |  |
| --- | --- |
| By: Printed Name: Title: Date:  | Attested By (Where Applicable):    |

Landlord: Indiana Department of Administration

By:

Jessica Robertson

Deputy Commissioner

Date:

**LEASE APPROVAL**

|  |  |
| --- | --- |
| **Department of Administration** Jessica RobertsonCommissionerDate:  | **State Budget Agency** Brian BaileyDirectorDate:  |
| **Office of the Attorney General** Gregory ZoellerAttorney GeneralDate:  |  |