

1928.8

OCT 07 2013



EXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R10/4-06)

Instructions for completing the EDS and the Contract process.

1. Please read the guidelines on the back of this form.
 2. Please type all information.
 3. Check all boxes that apply.
 4. For amendments / renewals, attach original contract.
 5. Attach additional pages if necessary.

Received
 OCT 09 2013

DOA Contracts

1. EDS Number: A70-4-070553		2. Date prepared: 9/9/2013	
3. CONTRACTS & LEASES			
<input type="checkbox"/> Professional/Personal Services <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Lease <input type="checkbox"/> Attorney <input type="checkbox"/> MOU <input type="checkbox"/> QPA		<input type="checkbox"/> Contract for procured Services <input type="checkbox"/> Maintenance <input type="checkbox"/> License Agreement <input type="checkbox"/> Amendment# <input type="checkbox"/> Renewal # <input type="checkbox"/> Other	
FISCAL INFORMATION			
4. Account Number: 61900-94000.573100		5. Account Name: ISDH DOAg Fund	
6. Total amount this action: \$30,000.00		7. New contract total: 30,000.00	
8. Revenue generated this action: \$0.00		9. Revenue generated total contract: \$0.00	
10. New total amount for each fiscal year:			
Year 2014 \$30,000.00			
Year \$			
Year \$			
Year \$			
TIME PERIOD COVERED IN THIS EDS			
11. From (month, day, year): 10/1/2013		12. To (month, day, year): 9/30/2014	
13. Method of source selection: <input checked="" type="checkbox"/> Negotiated <input type="checkbox"/> Bid/Quotation <input type="checkbox"/> Emergency <input type="checkbox"/> Special Procurement <input type="checkbox"/> RFP# <input type="checkbox"/> Other (specify)			
35. Will the attached document involve data processing or telecommunications systems(s)? Yes: IOT or Delegate has signed off on contract			
36. Statutory Authority (Cite applicable Indiana or Federal Codes): IC 16-19-3-24.5			
37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.) TEFAP Storage and Transportation is a Federal program that helps store and transport USDA commodities to other food banks throughout the states service areas. TEFAP Storage and Transportation help store USDA commodities at Food Bank of Northern Indiana and transport USDA commodities to Food Bank of Northwest Indiana, and Community Harvest Food Bank when commodities cannot be direct delivered. The contract period is October 1, through September 30, in the amount of \$30,000.00.			
38. Justification of vendor selection and determination of price reasonableness: The State contracts with local receiving agencies to store and transport USDA commodities to other food banks throughout the states service areas TEFAP program pursuant to Public Law 107-171. Funding is determined by a receiving agencies service area. Current Grantees include Food Bank of Northwest Indiana and Community Harvest Food Bank. Each has a pre-determined regional area in the state that they serve. Current Grantee has historically provided these services. Grantee has the expertise and staff to distribute food to other food outlets receiving TEFAP foods.			
39. If this contract is submitted late, please explain why: (Required if more than 30 days late.) TEFAP food bank and storage and transportation FFY 14 contracts were late due to a delayed resolution from USDA related to a program requirement.			
40. Agency fiscal officer or representative approval 		41. Date Approved 10/4/13	
44. Attorney General's Office approval 		45. Date Approved 10/29/13	
42. Budget agency approval 		43. Date Approved 10/11/13	
46. Agency representative receiving from AG 		47. Date Approved	

AGENCY INFORMATION

14. Name of agency:

Department of Health

15. Requisition Number:

0000023042

16. Address:

2 N. Meridian Street
Indianapolis, IN 46204

AGENCY CONTACT INFORMATION

17. Name:

Douglas Adam

18. Telephone #:

317/234-8230

19. E-mail address:

dadam@isdh.in.gov

COURIER INFORMATION

20. Name:

Jennifer Myers

21. Telephone #:

317-233-7853

22. E-mail address:

jmyers1@isdh.in.gov

VENDOR INFORMATION

23. Vendor ID #

0000055213

24. Name:

FOOD BANK OF NORTHERN INDIANA

25. Telephone #:

574-232-9986

26. Address:

702 S CHAPIN ST
SOUTH BEND, IN 46801

27. E-mail address:

miltonlee@feedingamerica.org

28. Is the vendor registered with the Secretary of State? (Out of State Corporations, must be registered) ☒ Yes ☐ No

29. Primary Vendor: M/WBE/IN-Veteran

 Minority: ☐ Yes ☒ No
 Women: ☐ Yes ☒ No
 IN-Veteran: ☐ Yes ☒ No

30. Primary Vendor Percentages

100.0 %

31. Sub Vendor: M/WBE/IN-Veteran

 Minority: ☐ Yes ☒ No
 Women: ☐ Yes ☒ No
 IN-Veteran: ☐ Yes ☒ No

32. If yes, list the %:

 Minority: _____ %
 Women: _____ %
 IN-Veteran: _____ %

33. Is there Renewal Language in the document?

☒ Yes ☐ No34. Is there a "Termination for Convenience" clause in the document? ☒ Yes ☐ No

RECEIVED
 OCT 15 2013

OAG-ADVISORY

73912-000

REQUISITION

Ship To: State Department of Health
Section 2-C
2 N MERIDIAN ST
INDIANAPOLIS IN 46204

Bill to: State Department of Health
Section 2-C
2 N MERIDIAN ST
INDIANAPOLIS IN 46204

Requisition No.	Date	Required Date	Page
0000023042	09/18/2013		1 of 1
Fund/Account:	61900 / 573100		
Dept Number:	195070		
Project Number:	40010568TEFAP14		
Requisition Number:	0000023042		
Requestor:	GALLEN Allen, Gary-400		
Agency Number:	00400 Department of Health		
Facility:			

MUST COMPLETE FOR ICPR

☐ Print REQ
☐ Streamline Eligible

Line	Item	Description	Quantity	UOM	Unit Price	Ext Amt
The State contracts with local receiving agencies to store and transport USDA commodities to other food banks throughout the states service areas TEFAP program pursuant to Public Law 107-171. Funding is determined by a receiving agencies service area. Current Grantees include Food Bank of Northwest Indiana and Community Harvest Food Bank. Each has a pre-determined regional area in the state that they serve. Current Grantee has historically provided these services. Grantee has the expertise and staff to distribute food to other food outlets receiving TEFAP foods.						
1-1		Grant A70-4-070553, 10/1/13-9/30/14	1.0000	LO	30,000.0000	30,000.00

Vendor: 0000055213 FOOD BANK OF NORTHERN INDIANA

<< PLEASE SEE ATTACHED CONTRACT

Contract date 10/1/13-9/30/14

Contract amount \$30,000.00

EDS# A70-4-070553 >>

The following UN/CEFACT Unit of Measure
Common Codes are used in this document:
LO Lot

Requisition Total \$ 30,000.00

I certify that the item(s) requested is [are] necessary for the operation of this State Agency.		
Requestor Signature	Printed Name of Agency Head or Authorized Employee	Authorized Signature

OP

**GRANT AGREEMENT
EDS # A70-4-070553**

**61900-573100-40010568TEFAP14
TEFAP 1038-4**

This Grant Agreement (this "Grant Agreement"), entered into by and between the **Indiana State Department of Health** (the "State") and **Food Bank of Northern Indiana, Inc.** (the "Grantee"), is executed pursuant to the terms and conditions set forth herein. In consideration of those mutual undertakings and covenants, the parties agree as follows:

1. Purpose of this Grant Agreement; Grant Funds.

The purpose of this Grant Agreement is to enable the State to award a grant from the State of Indiana's Federally Funded **The Emergency Food Assistance Program Fund of \$30,000** to the Grantee for eligible costs of the project (the "Project") or services as described in Attachment A of this Grant Agreement, which is attached hereto and incorporated herein. The funds shall be used exclusively in accordance with the provisions contained in this Grant and in conformance with IC §16-19-3-24.5 establishing the authority to make this Grant, as well as any rules adopted thereunder. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with this Grant Agreement **to help store and transport USDA commodities when commodities cannot be directly delivered** as described fully in Attachment A and for no other purpose.

2. Representations and Warranties of the Grantee.

- A. The Grantee expressly represents and warrants to the State that it is statutorily eligible to receive these Grant funds and that the information set forth in its grant application is true, complete and accurate. The Grantee expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined either that it was ineligible to receive the funds or it made any material misrepresentation on its grant application.
- B. The Grantee certifies by entering into this Grant Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal or state department or agency. The term "principal" for purposes of this Grant Agreement is defined as an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.
- C. The undersigned also certifies that it and its principals:
 - 1. Have not within a three year-period preceding this response been convicted of or had a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or Destruction of records, making false statements, or receiving stolen property.

2. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) terminated for cause or default.
 3. Have not within a three-year period preceding this certification had a one or more public transactions (Federal, State or local) terminated for cause or default.
- D. Where the undersigned is unable to certify to any of the statements in this certification, an explanation shall be attached to this Grant Agreement.

3. Implementation of and Reporting on the Project.

- A. The Grantee shall implement and complete the Project in accordance with **Attachment A** and with the plans and specifications contained in its Grant Application, which is on file with the State and is incorporated by reference. Modification of the Project shall require prior written approval of the State.
- B. The Grantee shall submit to the State written progress reports until the completion of the Project. These reports shall be submitted on a monthly basis and shall contain such detail of progress or performance on the Project as is requested by the State.
- C. The failure to provide progress reports as requested by the State is considered a material breach of the Grant Agreement and shall entitle the State to impose sanctions against the Grantee. Sanctions may include, but are not limited to, suspension of all Grant Agreement payments, and/or suspension of the Grantee's participation in State contract programs until such time as all material breaches are cured to the State's satisfaction. Sanctions may also include repayment of all State funds expended for activities that are not in the scope of this project as set forth in Attachment A of this Grant Agreement.

4. Term.

This Grant Agreement shall commence on **October 1, 2013**, (the Commencement Date) and shall remain in effect through **September 30, 2014**, (the Expiration Date). In no event shall payments be made for work done or services performed before the Commencement Date or after the Expiration Date.

5. Grant Funding.

- A. The State shall fund this grant in the amount of **\$30,000**. The approved Project Budget is set forth as **Attachment B** of this Grant Agreement, attached hereto and incorporated herein. The Grantee shall not spend more than the amount for each line item in the Project Budget without the prior written consent of the State, nor shall the Project costs funded by this Grant Agreement and those funded by any local and/or private share be changed or modified without the prior written consent of the State.
- B. The disbursement of grant funds to the Grantee shall not be made until all documentary materials required by this Grant Agreement have been received and approved by the State and this Grant Agreement has been fully approved by the State.

6. Payment of Claims.

- A. Unless otherwise authorized by statute and agreed to in this Grant Agreement, all payments shall be made 35 days in arrears in conformance with State fiscal policies and procedures and, as required by IC §4-13-2-14.8, by electronic funds transfer to the financial institution designated by the Grantee in writing. If advance payment of a portion of the grant funds is permitted by statute, and the State agrees to provide such advance payment, it shall be made only upon submission of a proper claim setting out the intended purposes of those funds. After such funds have been expended, Grantee shall provide State with a reconciliation of those expenditures.
- B. Requests for payment will be processed only upon presentation of a Claim Voucher in the form designated by the State. Such Claim Vouchers must be submitted with the budget expenditure report detailing disbursements of state, local and/or private funds by project budget line items.
- C. The State may require evidence furnished by the Grantee that substantial progress has been made toward completion of the Project prior to making the first payment under this Grant. All payments are subject to the State's determination that the Grantee's performance to date conforms with the Project as approved, notwithstanding any other provision of this Grant Agreement.
- D. Claims shall be submitted to the State within 20 calendar days following the end of the month in which work on or for the Project was performed. The State has the discretion, and reserves the right, to NOT pay any claims submitted later than 30 calendar days following the end of the month in which the services were provided. All final claims and reports must be submitted to the State within 60 calendar days after the expiration or termination of this agreement. Payment for claims submitted after that time may, at the discretion of the State, be denied. Claims may be submitted on a monthly basis only, unless otherwise specified in **Attachment A**. If Grant funds have been advanced and are unexpended at the time that the final claim is submitted, all such unexpended grant funds must be returned to the State.
- E. Claims must be submitted with accompanying supportive documentation as designated by the State. Claims submitted without supportive documentation will be returned to the Grantee and not processed for payment. Failure to comply with the provisions of this Grant Agreement may result in the denial of a claim for payment.

7. Project Monitoring by the State.

The State may conduct on-site or off-site monitoring reviews of the Project during the term of this Grant Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The Grantee shall extend its full cooperation and give full access to the Project site and to relevant documentation to the State or its authorized designees for the purpose of determining, among other things:

A. whether Project activities are consistent with those set forth in **Attachment A**, the grant application, and the terms and conditions of the Grant Agreement;

B. the actual expenditure of state, local and/or private funds expended to date on the Project is in conformity with the amounts for each Budget line item as set forth in **Attachment B** and that unpaid costs have been properly accrued;

C. that Grantee is making timely progress with the Project, and that its project management, financial management and control systems, procurement systems and methods, and overall performance are in conformance with the requirements set forth in this Grant Agreement and are fully and accurately reflected in Project reports submitted to the State.

8. Audits and Maintenance of Records.

- A. Grantee shall submit to an audit of funds paid through this Grant Agreement, and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of three (3) years after final payment, or until the date of the management letter if an audit is performed, for inspection by the State or its authorized designee. Copies shall be furnished to the State at no cost. The Grantee shall comply with the requirements of 7 CFR § 3016.42.
- B. If required by applicable provisions of the Office of Management and Budget Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations), or if requested by the State, annually and following the expiration of this Grant Agreement, the Grantee shall arrange for a financial and compliance audit of funds provided by the State pursuant to this Grant Agreement. Such audit is to be conducted by an independent public or certified public accountant (or as applicable, the Indiana State Board of Accounts), and performed in accordance with Indiana State Board of Accounts publication entitled "Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources," and applicable provisions of the Office of Management and Budget Circulars A-133 (Audits of States, Local Governments, and Non-Profit Organizations). The Grantee is responsible for ensuring that the audit and any management letters are completed and forwarded to the State in accordance with the terms of this Grant Agreement. Audits conducted pursuant to this paragraph must be submitted no later than nine (9) months following the close of the Grantee's fiscal year. The Grantee agrees to provide the Indiana State Board of Accounts and the State an original of all financial and compliance audits. The audit shall be an audit of the actual entity, or distinct portion thereof that is the Grantee, and not of a parent, member, or subsidiary corporation of the Grantee, except to the extent such an expanded audit may be determined by the Indiana State Board of Accounts or the State to be in the best interests of the State. The audit shall include a statement from the Auditor that the Auditor has reviewed this Grant Agreement and that the Grantee is not out of compliance with the financial aspects of this Grant Agreement.
- C. The Grantee must provide a copy of its Audit Report to:
- Indiana State Department of Health
2 North Meridian Street, Audit Section 2C-99
Indianapolis, IN 46204
- D. The Grantee must use internal controls that assure: 1) the reliability of financial information and records; 2) effectiveness and efficiency of operations; 3) proper execution of management's objectives; and 4) compliance with laws and regulations. Sufficient internal controls include but are not limited to segregation of duties and safeguarding controls over cash, other assets, and information processing.
- E. Upon written demand by the State, the Grantee will repay the State all money paid during any period of time when an audit showed inadequate fiscal documentation.

- F. If the State finds an audit exception, it may set off the amount against current or future allowable invoices, demand a cash payback, withhold payment of current invoices, or avail itself of any combination of the above remedies.

9. Compliance with Laws.

- A. The Grantee 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 Grant Agreement shall be reviewed by the State and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.
- B. The Grantee 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 Grantee is not familiar with these ethical requirements, the Grantee 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 Grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Grant immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44-1-3, and under other applicable laws.
- C. The Grantee certifies by entering into this Grant Agreement 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. The Grantee agrees that any payments currently due to the State may be withheld from payments due to the Grantee. Additionally, payments may be withheld, delayed, or denied and/or this Grant suspended until the Grantee is current in its payments and has submitted proof of such payment to the State.
- D. The Grantee 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 Grantee agrees that the State may suspend funding for the Project. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by the State or its agencies, and the State decides to suspend funding to the Grantee, the Grantee may submit, in writing, a request for review to the Indiana Department of Administration (IDOA). A determination by IDOA shall be binding on the parties. Any disbursements that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.
- E. The Grantee warrants that the Grantee and any contractors performing work in connection with the Project 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 Grant Agreement and grounds for immediate termination and denial of grant opportunities with the State.
- F. The Grantee 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.

G. As required by IC §5-22-3-7:

- (1) The Grantee and any principals of the Grantee certify that:
 - (A) the Grantee, except for de minimis and nonsystematic violations, has not violated the terms of:
 - (i) IC §24-4.7 [Telephone Solicitation Of Consumers];
 - (ii) IC §24-5-12 [Telephone Solicitations]; or
 - (iii) IC §24-5-14 [Regulation of Automatic Dialing Machines];in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
 - (B) the Grantee will not violate the terms of IC §24-4.7 for the duration of this Grant Agreement, even if IC §24-4.7 is preempted by federal law.
- (2) The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee, 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 this Grant Agreement even if IC §24-4.7 is preempted by federal law.

10. Drug-Free Workplace Certification.

As required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana, the Grantee hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. Grantee will give written notice to the State within ten (10) days after receiving actual notice that the Grantee, or an employee of the Grantee in the State of Indiana, has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of grant payments, termination of the Grant and/or debarment of grant opportunities with the State of Indiana for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total amount set forth in this Grant Agreement is in excess of \$25,000.00, the Grantee certifies and agrees that it will provide a drug-free workplace by:

A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and

B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Grantee'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; and

C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment the employee will (1) abide by the terms of the statement; and (2) notify the Grantee of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction; and

D. 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; and

E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) 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

F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

11. Employment Eligibility Verification.

As required by IC §22-5-1.7, the Grantee hereby swears or affirms under the penalties of perjury that:

A. The Grantee has enrolled and is participating in the E-Verify program;

B. The Grantee has provided documentation to the State that it has enrolled and is participating in the E-Verify program;

C. The Grantee does not knowingly employ an unauthorized alien.

D. The Grantee shall require its contractors who perform work under this Grant Agreement to certify to Grantee that the contractor does not knowingly employ or contract with an unauthorized alien and that the contractor has enrolled and is participating in the E-Verify program. The Grantee shall maintain this certification throughout the duration of the term of a contract with a contractor.

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

12. Funding Cancellation.

When the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement, it 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.

13. Governing Law.

This Grant Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Indiana, without regard to its conflict of laws rules. Suit, if any, must be brought in the State of Indiana.

14. Information Technology Accessibility Standards.

Any information technology related products or services purchased, used or maintained through this Grant must be compatible with the principles and goals contained in the Electronic and Information Technology Accessibility Standards adopted by the Architectural and Transportation Barriers Compliance Board under Section 508 of the federal Rehabilitation Act of 1973 (29 U.S.C. §794d), as amended. The federal Electronic and Information Technology Accessibility Standards can be found at: <http://www.access-board.gov/508.htm>.

15. Nondiscrimination.

Pursuant to the Indiana Civil Rights Law, specifically including IC §22-9-1-10, and in keeping with the purposes of the federal Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act, the Grantee covenants that it shall not discriminate against any employee or applicant for employment relating to this Grant with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

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

The U.S Department of Agriculture ("Department" or "USDA") prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal; and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.)

If you wish to file a Civil Rights program complaint of discrimination, complete the USDA Program Discrimination Complaint Form, found online at http://www.ascr.usda.gov/complaint_filing_cust.html, or at any USDA office, or call (866) 632-9992 to request the form. You may also write a letter containing all of the information requested in the form. Send your completed complaint form or letter to us by mail at U.S. Department of Agriculture, Director, Office of Adjudication, 1400 Independence Avenue, S.W., Washington, D.C. 20250-9410, by fax (202) 690-7442 or email at program.intake@usda.gov.

Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339; or (800) 845-6136 (Spanish).

USDA is an equal opportunity provider and employer.

16. Notice to Parties.

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

A. Notices to the State shall be sent to:

Indiana State Department of Health
ATTN: Contract and Audit Section
2 North Meridian Street, Section 2-C
Indianapolis, IN 46204

B. Notices to the Grantee shall be sent to:

Food Bank of Northern Indiana, Inc.
ATTN: Milton Lee
Executive Director
702 S. Chapin Street
South Bend, IN 46601

As required by IC §4-13-2-14.8, payments to the Grantee shall be made via electronic funds transfer in accordance with instructions filed by the Grantee with the Indiana Auditor of State.

17. Order of Precedence.

Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal law or other controlling document described in paragraph 20, below; (2) this Grant Agreement, (3) attachments prepared by the State, (4) attachments prepared by Grantee, (5) Invitation to Apply for Grant, and (6) the Grant Application.

18. Termination for Breach.

- A. Failure to complete the Project and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the State to suspend grant payments, and suspend the Grantee's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction.
- B. The expenditure of State or federal funds other than in conformance with the Project or the Budget may be deemed a breach. The Grantee explicitly covenants that it shall promptly repay to the State all funds not spent in conformance with this Grant Agreement.

19. Termination for Convenience.

In accordance with 7 CFR 251.2(c)(2) either party may terminate this Grant Agreement in whole or in part with a thirty (30) day written notice. Termination by the State shall be effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project property done prior to the effective date of termination. The State will not be liable for work on the Project

performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

20. Federal and State Third-Party Contract Provisions.

If part of this Grant involves the payment of federal funds, the Grantee and, if applicable, its contractors, shall comply with the federal grant / contract provisions attached as **Attachment C** and incorporated fully herein.

21. Amendments.

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

22. Authority to Bind.

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

23. Confidentiality Of State Information.

The Grantee understands and agrees that data, materials, and information disclosed to the Grantee may contain confidential and protected information. The Grantee covenants that data, material and information gathered, based upon or disclosed to the Grantee for the purpose of this Grant Agreement, will not be disclosed to or discussed with third parties without the prior written consent of the State.

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

24. Disputes.

- A. Should any disputes arise with respect to this Grant, the Grantee and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
- B. The Grantee agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Grant that are not affected by the dispute. Should the Grantee fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Grantee as a

result of such failure to proceed shall be borne by the Grantee, and the Grantee shall make no claim against the State for such costs.

- C. If a party to the Grant is not satisfied with the progress toward resolving a dispute, the party must notify in writing the other party of this dissatisfaction. Upon written notice, the parties have ten (10) working days, unless the parties mutually agree to extend this period, following the notification to resolve the dispute. If the dispute is not resolved within ten (10) working days, a dissatisfied party shall submit the dispute in writing according to the following procedure:

The parties agree to resolve such matters through submission in writing 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 Grantee and the State within ten (10) working days after presentation of such dispute for action. The presentation may include a period of negotiations, clarifications, and mediation sessions and will not terminate until the Commissioner or one of the parties concludes that the presentation period is over. The Commissioner's decision shall be final and conclusive administrative decision 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 arbitration or mediation for a determination. If a party is not satisfied with the Commissioner's ultimate decision, the dissatisfied party may submit the dispute to an Indiana court of competent jurisdiction.

- D. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Grantee of one or more invoices not in dispute in accordance with the terms of this Grant will not be cause for the Grantee to terminate this Grant, and the Grantee may bring suit to collect these amounts without following the disputes procedure contained herein.

25. Indemnification.

The Grantee agrees to indemnify, defend, and hold harmless the State, its agents, officials, and employees from all claims and suits including court costs, attorney's fees, and other expenses caused by any act or omission of the Grantee and/or its subgrantees, if any, in the performance of this Grant Agreement. The State shall not provide such indemnification to the Grantee.

26. Independent Contractor.

Both parties hereto, in the performance of this Grant Agreement, shall act in an individual capacity and not as agents, employees, partners, joint venturers 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 purposes whatsoever. Neither party will assume liability for any injury (including death) to any persons, or damage to any property, arising out of the acts or omissions of the agents, employees or subgrantees of the other party.

The Grantee shall be responsible for providing all necessary unemployment and workers' compensation insurance for the Grantee's employees.

27. Licensing Standards.

The Grantee, its employees and subgrantees shall comply with all applicable licensing standards, certification standards, accrediting standards and any other laws, rules or regulations governing services to be provided by the Grantee pursuant to this Grant Agreement. The State will not pay the Grantee for any services performed when the Grantee, its employees or subgrantees are not in compliance with such applicable standards, laws, rules or regulations. If any license, certification or accreditation expires or is revoked, or any disciplinary action is taken against an applicable license, certification or accreditation, the Grantee shall notify the State immediately and the State, at its option, may immediately terminate this Grant Agreement.

28. Ownership of Documents and Materials.

All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the Grantee prior to execution of this Grant Agreement, but specifically developed under this Grant Agreement shall be considered "work for hire" and the Grantee transfers any ownership claim to the State and all such materials will be the property of the State. Use of these materials, other than related to Grant Agreement performance by the Grantee, without the prior written consent of the State, is prohibited. During the performance of this Grant Agreement, the Grantee shall be responsible for any loss of or damage to these materials developed for or supplied by the State and used to develop or assist in the services provided while the materials are in the possession of the Grantee. Any loss or damage thereto shall be restored at the Grantee's expense. The Grantee shall provide the State full, immediate, and unrestricted access to the work product during the term of this Grant Agreement.

29. Penalties/Interest/Attorney's Fees.

The State will in good faith perform its required obligations hereunder and does not agree to pay any penalties, liquidated damages, interest or attorney's fees, except as permitted by Indiana law, in part, IC 5-17-5, IC 34-54-8, and IC 34-13-1.

Notwithstanding the provisions contained in IC 5-17-5, any liability resulting from the State's failure to make prompt payment shall be based solely on the amount of funding originating from the State and shall not be based on funding from federal or other sources.

30. Remedies Not Impaired.

No delay or omission of either party in exercising any right or remedy available under this Grant Agreement shall impair any such right or remedy, or constitute a waiver of any default, or any acquiescence thereto.

31. HIPAA Compliance.

If this Contract involves services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Contractor covenants that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103), and agrees

that it is subject to, and shall comply with, the provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information.

If any final regulation or body of regulations relating to the administrative simplifications provision of the Health Insurance Portability and Accountability Act of 1996 ("Final HIPAA Regulations"), or any amendment or judicial or administrative interpretation of the Final HIPAA regulations prohibits, restricts, limits or materially and adversely affects either party's right or obligations hereunder, the parties shall negotiate, in good faith, reasonable revisions to this Contract. The purpose of the negotiations shall be to revise the Contract so that the affected party can comply and/or act in accordance with such Final HIPAA regulations, or amendment or judicial or administrative interpretation thereof and avoid or mitigate such prohibition, restriction, limitation or material and adverse effect. If the parties fail to agree to such revisions within forty-five (45) days after written notice from the affected party requesting negotiations under this paragraph, this Contract shall terminate. If so terminated, the Contractor shall return or destroy all protected health information received from, created or received by the Contractor on behalf of the State. The Contractor shall retain no copies of such information in any form if feasible. If not feasible, the Contractor bears the responsibility of ensuring that the protected health information is maintained in a secure and confidential manner.

32. Severability.

The invalidity of any section, subsection, clause or provision of this Grant Agreement shall not affect the validity of the remaining sections, subsections, clauses or provisions of this Grant Agreement.

33. Taxes.

The State is exempt from most state and local taxes and many federal taxes. The State will not be responsible for any taxes levied on the Grantee as a result of this Grant Agreement.

34. Waiver of Rights.

No right conferred on either party under this Grant Agreement shall be deemed waived, and no breach of this Grant Agreement excused, unless such waiver is in writing and signed by the party claimed to have waived such right. Neither the State's review, approval or acceptance of, nor payment for, the services required under this Grant Agreement shall be construed to operate as a waiver of any rights under this Grant Agreement or of any cause of action arising out of the performance of this Grant Agreement, and the Grantee shall be and remain liable to the State in accordance with applicable law for all damages to the State caused by the Grantee's negligent performance of any of the services furnished under this Grant Agreement.

35. State Boilerplate Affirmation Clause.

I swear or affirm under the penalties of perjury that I have not altered, modified or changed the State's Boilerplate clauses (as defined in the 2012 OAG/DOA *Professional Services Contract Manual*) in any way except for the following clauses which are named below:

Audits and Maintenance of Records
Authority to Bind
Confidentiality of State Information
Disputes
HIPAA Compliance
Implementation of and Reporting on the Project
Indemnification
Independent Contractor
Licensing Standards
Nondiscrimination
Ownership of Documents and Materials
Payment of Claims
Penalties/Interest/Attorney's Fees
Remedies Not Impaired
Severability
Taxes
Termination for Convenience
Waiver of Rights

Non-Collusion and Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant Agreement other than that which appears upon the face hereof.

THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

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

Accepted By:


MILTON LEE
EXECUTIVE DIRECTOR
FOOD BANK OF NORTHERN INDIANA, INC.

DATE:

9-13-13

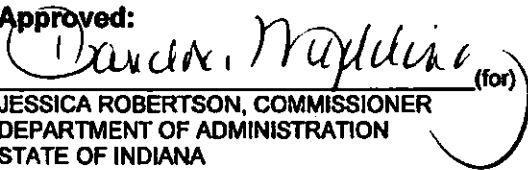
Recommended and Approved By:


WILLIAM C. VANNESS II, MD
STATE HEALTH COMMISSIONER
INDIANA STATE DEPARTMENT OF HEALTH

DATE:

10/4/13


Approved:


JESSICA ROBERTSON, COMMISSIONER
DEPARTMENT OF ADMINISTRATION
STATE OF INDIANA

DATE:

10.10.13

Approved:


BRIAN E. BAILEY, DIRECTOR
OFFICE OF MANAGEMENT AND BUDGET
STATE OF INDIANA

DATE:

10/11/13

Approved as to Form and Legality:


GREGORY F. ZOELLER
ATTORNEY GENERAL OF INDIANA

DATE:

10/29/13

Attachment A
SCOPE OF WORK
TEFAP Storage and Transportation

A. Basic Requirements

The Emergency Food Assistance Program (TEFAP) will handle a wide variety of foods. During any given year gross weight can increase or decrease with the potential quantity and variety of USDA food products. Contractor agrees to accept, store, handle, deliver, and maintain records for all items and quantities ordered by the State in accordance with standards set forth in 7 C.F.R. Parts 251 and 250 and the TEFAP manual.

B. Consideration

The Contractor will provide monthly detailed invoices, specifically for delivery to the food banks listed at the end of this document.

1. Contractor shall submit invoices at least monthly, as follows:
 - a. Initial invoices for handling and storage fees will be submitted within thirty (30) days of the end of the month in which the USDA food products arrive.
 - b. Subsequent invoices for transportation costs will be submitted within sixty (60) days of receipt of the invoice from the transportation provider.
 - c. Invoices shall be submitted on a claim form prepared by the State and pursuant to claim preparation instructions issued by the State.
2. All payment obligations shall be made in arrears in accordance with Indiana law, and State fiscal policies, and procedures.

C. Monthly Storage Costs

1. For USDA dry food products, the State shall pay storage fees of thirteen (13) cents per case.
2. For USDA refrigerated food products, the State shall pay storage fees of seventeen (17) cents per case.
3. For USDA frozen food products, the State shall pay storage fees of twenty-one (21) cents per case.
4. For USDA food products that Contractor has received, a one (1) time receiving charge of forty-eight (48) cents per case shall be paid by the State.

D. Transportation

1. The State shall pay Contractor a flat rate of \$3.26 per mile, not to exceed \$500.00 per round trip, using contractor owned or leased vehicles. To be detailed in Contractors monthly invoice.
2. The State shall pay a onetime pass through fee from third party shipping transportation providers. The contractor will supply the state with third party invoices along with regular contractor monthly invoices.
3. The contractor will utilize the most cost efficient method of transportation.

E. Warehousing

1. Contractor must maintain USDA Warehousing Standards.
2. Contractor shall provide State-approved dry, cold, or frozen storage of commodities necessary to preserve the commodities prior to and until distribution by Grantee, in accordance with the standards set forth in 7 C.F.R. Parts 251 and 250.
3. Grantee shall be solely responsible for loss, damage to, or destruction of the USDA commodities due to its negligence, or the negligence of its subcontractors, including the failure to properly store the products.
4. The State will work with Contractor on the delivery periods with respect to the gross weight of products ordered beginning October 1 and ending September 30 of the fiscal year. The State will provide Contractor with notice of expected food product arrivals. Contractor has been provided with read-only access to Web Based Supply Chain Management (WBSCM) to further assist them in anticipating delivery dates of product ordered.
5. If the quantity of USDA food product received exceeds capacity, Contractor shall be responsible for securing additional space required to adequately provide proper storage for the USDA food products. Space secured by Contractor for this purpose shall meet all specifications and other requirements for warehousing as set forth in USDA warehousing standards. Any additional expenses connected with securing, transfer, and transportation to and from the outside storage site shall be the obligation of Contractor and approved by the state.

F. Truck Requirements

1. Contractor must demonstrate capacity for all USDA food products shipped as follows:
 - a. Ability to unload a minimum of three (3) trucks (minimum of 42,000 pounds) per day.
 - b. Ability to unload slip-sheets within 6 hours of receipt to avoid additional charges for detention.
2. Contractor agrees to assume responsibility for all freight demurrage and/or detention charges, unless the State and/or USDA specifically exempt such charges in writing.

G. Delivery Vehicle Requirements

1. Contractor will demonstrate adequate delivery vehicles to distribute the USDA food products including the delivery of dry products, refrigerated products, and frozen products.
 - a. Single compartment refrigerated trucks (10° and/or minus 0°F) for separate or integrated deliveries of dry products, refrigerated, and frozen foods. Frozen foods must be shipped separately from dry and refrigerated food items.
2. The number of vehicles required depends on the size of the trucks and will vary by region and delivery period.

H. Inbound Freight

1. All USDA food products shipped to Contractor will be totally prepaid i.e., product and freight, by USDA.
2. Contractor will be notified of truck shipments as soon as USDA notifies the State.
3. Contractor shall receive USDA food products from the tailgate of a USDA truck contractor providing transportation for USDA foods products. USDA does request that a twenty-four (24) hour notification be given to Contractor, as a courtesy. Contractor cannot refuse deliveries or request specific times unless mutually agreed upon by the USDA truck and Contractor. Contractor may refuse deliveries that are after 4:00 PM, or appointment times given by USDA's contractor that are left on voice mail.
4. Contractor must maintain a log of the USDA shipper/truck contractor calls. The log should contain the following information:
 - a. Name of the USDA truck contractor (firm and driver for truck deliveries),
 - b. Date and time of notification of delivery,
 - c. Date and time of arrival,
 - d. Date and time unloading commences,
 - e. Date and time unloading is completed, and
 - f. Signatures of consignee or designated representative and USDA truck contractor's representative.
5. Upon receiving a USDA food product shipment, Contractor must note:
 - a. Condition of truck seal,
 - b. Seal number,
 - c. Condition of the load,
 - d. Substantial bracing of load.

After the shipment inspection, the unloading process may begin. If the USDA food product received is in a refrigerated truck, the temperature at the time of opening should be noted and recorded on the unloading tally and the Bill-of-Lading.

6. In instances where the loading is over, short, or damaged, the USDA truck contractor's representative shall be notified and a joint inspection requested. The time and name of the USDA truck contractor's representative shall be noted on the Forwarding Notice, Report of Shipment Received Over, Short, and/or Damaged and the Complaint Worksheet for USDA food products. If possible, the joint inspection shall be made within forty-eight (48) hours of the request.
7. In the event that the USDA truck contractor does not respond to the inspection request, Contractor shall explicitly follow the instructions on the USDA Complaint Worksheet (Exhibit G in the TEFAP Policy and Procedures Manual) concerning documentation pertaining to the receipt of damaged, over, or short shipment USDA food products.
8. Contractor shall download, level off, and brace outbound split shipments in accordance with standard industry practice.

I. Diversion of USDA Shipments

1. Changes from the normal destination of USDA shipments must be made by the State at the time USDA food products are ordered.

2. A destination change request from Contractor, once a food requisition has been entered, will only be possible under extreme emergency circumstances (such as fire, flood, or other disaster of natural or human origin) that would render the original destination facility inaccessible or otherwise unfit for storage of USDA food products.
3. Diversion of any USDA shipments may be arranged between Contractor and the USDA truck contractor prior to, or at the time of, shipment notification. However, any additional cost incurred by USDA, because of a diverted shipment, shall be borne by Contractor who initiated the change in destination. Contractor shall inform the State immediately of any such diversion arrangements.
4. Contractor shall receive inbound freight in accordance with acceptable industry practices. Contractor shall also be responsible for the following:
 - a. Inspect the condition of the arriving load for count verification. The State should be notified immediately of any problems with condition or quantity. The State will require an USDA Complaint Worksheet (referred to in Paragraph 6. g. herein) be completed for discrepancies that amount to \$100 or more in product value. The State will enter the complaint into WBSCM.
 - b. The State must receive the Bill of Lading within forty-eight (48) hours of receipt of food product. Scanned copies of Bills of Lading should be sent to the e-mail addresses of both Program Director and Program Coordinator. If any Bill of Lading is faxed to the State, it must be copied on white paper prior to faxing.
 - c. Salvage all damaged USDA food products that are suitable for program use.
 - d. Contractor agrees to assume responsibility for all freight demurrage and/or detention charges, which accrue to Contractor unless the State and/or USDA specifically exempt such charges in writing.
 - e. Contractor is liable for any claims levied by USDA against Contractor or the State because of Contractor's failure to properly secure, handle, or account for USDA shipments.
 - f. Maintain capability to accept both palletized and slip-sheeted USDA food products. Any additional expense incurred by Contractor because of the lack of proper slip-sheet handling equipment will be the responsibility of Contractor.
 - g. Pallet exchange is acceptable if USDA truck contractor's representative agrees and the exchange is in accordance with standard industry practice.
 - h. Contractor is liable for damaged loads that are to be held for replacement, storage, and handling and only one (1) month's storage charge will be paid per load of same product. Re-stacking of bad product will be charged to USDA truck contractor.

J. Stock Rotation

All stock must be rotated on a First In, First Out (FIFO) basis in accord with acceptable warehousing practices. Contractor must have a system in place that insures proper stock rotation.

K. Outbound Deliveries

1. USDA products will be shipped to various areas in the state.

2. Products being shipped to food banks and third party storage facilities across state lines will be delivered by an outside carrier, as selected by the Contractor to satisfy delivery requirements outside of Indiana, and will be billed to the State by the ERA.
3. The State will notify Contractor of product shipments to the Eligible Recipient Agencies (ERAs).
4. Contractor must stage and palletize loads for outbound shipments. Pallets are to be loaded in reverse order of delivery.
5. Contractor driver and warehouseman are to count and inspect food product being loaded out. The State will provide Contractor with a "Notice to Deliver" form that is to be completed by Contractor and the ERAs.
6. Special or intermediate deliveries will be required if a delivery is short or contains different USDA food products than were ordered. In this case, Contractor will arrange delivery, at their expense, with the ERA to which the product was delivered. Correction of product delivery should be made within forty-eight (48) hours or by mutual agreement at another convenient time.
7. All shipments must be mutually pre-arranged with the ERAs for date and time of delivery.
8. Shipments will normally be between one-half (1/2) full to full semi-truck loads. If a small (i.e., 40 cases or less) shipment is necessary, it will be piggybacked or combined with other shipments.
9. Contractor shall follow all standard industry practice pertaining to deliveries when addressing unusual delivery situations.
10. ERA shall verify accuracy of items, quantities of each item, total quantities, and condition of USDA food products. Variances from normal deliveries, such as short, over, or damage, must be noted in the appropriate delivery receipt notations. The "Notice to Deliver" must then be signed and dated by both the ERA and Contractor's driver.
11. Contractor shall verify accuracy of items, quantities of each item, total quantities, and condition of USDA food products. Variances from normal deliveries, such as short, over, or damage, must be noted in the appropriate delivery receipt notations. The "Notice to Deliver" must then be signed and dated by both the ERA and Contractor's driver.

L. Straight or Mixed Loads

Contractor may put USDA food products in loads containing USDA food products or non-USDA food items. Frozen foods must be shipped separately from dry and refrigerated food items. Food items may not be stored or delivered with boxes marked as toxic, chemicals, or other products, which may be harmful to the quality or safety of the food.

M. Special Deliveries

Special or intermediate deliveries will be required if Contractor fails to deliver a product in stock. Should this occur, Contractor should make delivery within forty-eight (48) hours or by mutual agreement at another convenient time. Contractor shall not assess the State or the ERAs additional storage or delivery fees for this service.

N. Review and Inspection Requirements

1. Contractor shall allow authorized representatives of the State and/or USDA to inspect their facility and material handling equipment, inspect and inventory all USDA food products stored pursuant hereto, and review all records pertaining to such USDA food product, during any normal business hour. Such inspection will not in any way act to relieve Contractor of any responsibilities under this contract or under law, nor constitute a waiver of the requirement of notification to the State in the event that deterioration, infestation, or other change of condition is detected in any of the USDA food products stored pursuant hereto.
2. The State may conduct a review and/or physical inventory. USDA food products which are identified as lost, stolen, damaged, or otherwise unavailable for distribution to the ERAs may result in claim action against Contractor. Written notification of a pending review and/or physical inventory will be sent to Contractor at least ten (10) working days prior to the review date. The use of Contractor's labor and equipment for conducting such reviews/physical inventories shall be at no additional cost to the State. A minimum of one (1) representative of Contractor shall accompany the State personnel during such reviews and/or physical inventories.
3. All Contractor facilities must be in continuous compliance with the U.S. Food and Drug Administration guidelines pertaining to storage of manufactured foods and applicable USDA Storage and Handling regulations.

O. Insurance

1. Contractor shall fulfill those responsibilities pertaining to the proper care, distribution, and accounting of USDA food products by providing insurance as follows:
 - a. "All Risk" contents insurance at Contractor facilities with coverage equal to the market value of the USDA food products in Contractor facilities at any one time.
 - b. "All Risk" transit insurance during the transportation of the USDA food products with coverage equal to the market value of USDA food products on delivery vehicles at any one time.

P. Reports and other Requirements

1. Receiving: All documents relating to the receipt of USDA food products, including those supplied by the State shall be forwarded to the State immediately upon unloading and verification of receipts.
2. Inventory: Reports pertaining to inventory control shall be submitted to the State every thirty (30) days.
3. Summary: Report of the USDA food product inventories status for the State accounts shall be submitted by the tenth (10th) of the month following the month to which the reports pertain.
4. 7 CFR 251.2(d)(1)(i): Eligible Recipient Agencies (ERAs) agree to operate the program in accordance with the requirements of this part and, as applicable, Part 250.

Q. Responsibility and Control of USDA Food Products

1. USDA food products that are determined to be unfit and are in such a condition to introduce an infestation, contaminate other foods, or which have been condemned by federal, state, or local health officials shall be handled and/or destroyed in accordance with applicable health and sanitation laws. Contractor is responsible for ensuring that the proper notations are made on the delivery receipts and that all required forms are completed and forwarded to the State. Contractor is responsible for properly responding to the State about inquiries concerning deliveries, damaged USDA food products, or other problems initiated by the ERAs.
2. Contractor WILL NOT be paid for delivery of any item which is documented to be unfit for program use because of damage sustained while in transit aboard Contractor's delivery vehicle or as a direct result of improper storage and/or damage while stored at Contractor.

R. Shortage and Damages

1. Contractor shall be financially responsible for shortages and damages to products or packages which make them unacceptable to ERAs. Damages may include, but are not limited to, insect and rodent infestation because of improper storage, mold, mildew, or other quality altering contamination, and physical damage to containers including rust.
2. In the event that deterioration, infestation, or other changes are detected in the condition of any of the USDA food products stored pursuant hereto, Contractor shall notify the State immediately, in writing, and shall take all reasonable steps necessary for the care and protection of all such USDA food products. Pending instructions from the State, any reasonable costs incurred by Contractor in carrying out such care and protective measures will be invoiced to the State on a separate and itemized invoice. The State will pay invoices after due consideration is given to the circumstances surrounding such invoices. No part of the invoiced amounts will include expenses incidental to the care and protective measures ordinarily required of Contractor in the normal course of business.
3. At any time, should a shortage or a damage incident result in a discrepancy between the physical and book inventory, such discrepancies shall be reconciled between Contractor and the State as soon as possible. After due consideration, reconcilable discrepancies will be settled by computing the value of the foods lost based on the most current USDA "market value" at the time the loss was reported. This monetary value as computed by the State will be assessed as a claim against Contractor. The State shall submit a monetary claim settlement request to Contractor within ten (10) working days after discovery or report of the discrepancy. Contractor has fifteen (15) working days in which to appeal the assessment to the State. The appeal must be in writing and submitted to the State within fifteen (15) working days. The State will rule on the appeal and respond in writing within ten (10) working days after receipt of Contractor's appeal request. If the appeal is denied, Contractor shall make payment, as directed, within ten (10) working days after the appeal denial.
4. Overages, should they occur, will accrue to the benefit of the State and shall not be used as an offset against shortages except in instances where a clear identification of an unconfirmed delivery error can be documented (i.e., applesauce was delivered instead of apricots). In such instances, the final reconciliation decision shall rest with the State.

5. Loss of product will be replaced in-kind by Contractor, whenever possible. If replacement of in-kind is not practicable, the dollar value of the food at the rate USDA has established will be assessed. The in-kind replacement with a similar food may be acceptable upon obtaining the approval of the State. There is a "no shrink" policy, (i.e., product that disappears from inventory).

S. Payment for Services

Detailed information for the services performed during the claim periods must accompany the claims, in a form that is acceptable to the State.

1. A state claim form must be submitted with each invoice pursuant to instructions issued by the State.
2. Receipt invoices for USDA shipments may be submitted along with the appropriate receiving documents (tally sheets, Bills-of-Lading, etc.) pursuant to instructions issued by the State.
3. At a minimum, the receipt invoice must include the name of the USDA food products, delivery order number, date received, extended cost per line item, and total cost per invoice.
4. Invoices for storage of USDA food products will be submitted monthly only for those USDA food products which are in the State account the first day of each month.

T. Labor

1. Charges for labor not specifically covered by any previous paragraph will be authorized only with prior written approval from the State and must be itemized and explained in full on a separate invoice.
2. Overtime charges shall be those which are necessary because of holiday work or services performed outside of normal business hours. These charges shall be authorized only with prior written approval and must be itemized and explained in full on a separate invoice.

U. Records and Reviews

Contractor will maintain records which fully account for the receipt and disposition of all USDA food products. Records must be maintained for the current fiscal year plus three (3) previous fiscal years to which they pertain, and must be available for review at any reasonable time upon request of either USDA or the State.

V. Termination

Should this contract terminate for any reason, Contractor shall maintain in storage (on site or with a subcontractor) all of the USDA food products then in the possession of Contractor or, pursuant to this contract, for twenty (20) days subsequent to termination. Contractor will be reimbursed a reasonable amount for costs incurred during this twenty (20) day period. Contractor shall provide reasonable access to the State or the ERA(s) to facilitate removal of the remaining USDA products.

W. Delivery Destinations

America's Second Harvest Food Bank of Northwest Indiana

Arleen Peterson, Executive Director

2248 West 35th Avenue

Gary, Indiana 46408

Phone: 219-980-1777 or 1-888-728-2453

Fax: 219-980-1720

Contact: Tricia Sheaks, Program and Outlet Information

E-mail: apeterson@foodbanknwi.org

Tsheaks84@yahoo.com

Counties served: Lake and Porter

Food Bank of Northern Indiana

Milton Lee, Executive Director

702 South Chapin Street

South Bend, Indiana 46601

Phone: 574-232-9986 or 1-800-879-7040

Fax: 574-232-0143

Contact: Jaime Owen, Program/Outlet Information

E-mail: miltonlee@feedingamerica.org

jowen@feedingamerica.org

Counties served: Elkhart, Kosciusko, La Porte, Marshall, St. Joseph, and Starke

Community Harvest Food Bank

Jane Avery, Executive Director

999 East Tillman Road

Ft. Wayne, Indiana 46855

Phone: 260-447-3696 or 888-774-1465

Fax: 260-447-4859

Contact: Mary Carpenter, Program/Outlet Information

E-mail: javery@communityharvest.org

mcarpenter@communityharvest.org

Counties served: Adams, Allen, DeKalb, Huntington, LaGrange, Noble, Steuben, Wells, and Whitley

ATTACHMENT B

Food Bank of Northern Indiana TEFAP S&T FY14 Budget Amendment

Expense	Cost
Salaries	\$9,360.00
Fringe	\$2,340.00
Space Cost	\$3,669.00
Transportation/Travel	\$12,131.00
Supplies	
Contract Services	\$2,500.00
Subtotal	\$30,000.00
Total (rounded)	\$30,000.00

Attachment C
C.F.D.A. Title: Emergency Food Assistance Program (Administrative Costs)

Federal Agency: United States Department of Agriculture

C.F.D.A. Number: 10.568

Award Number: 2IN810001

Award Name: Commodity Assistance Program

Award Year: 2014

1. Incorporation

This award is based on the application, as approved, the Indiana State Department of Health (ISDH) submitted to the United States Department of Agriculture relating to the program and is subject to the terms and conditions incorporated either directly or by reference in the following:

- a. The grant program legislation and program regulation by statutory authority as provided by 42 U.S.C. § 1786 and 7 U.S.C. § 1746 and all other referenced codes and regulations.
- b. 45 CFR Part 74, 45 CFR Part 92, or 45 CFR Part 96, as applicable.

The Contractor or Grantee (as defined in the Contract or Grant Agreement) must comply with all terms and conditions outlined in the grant award, including grant policy terms and conditions contained in applicable Grant Policy Statements; requirements imposed by program statutes and regulations and grant administration regulations, as applicable; and any regulations or limitations in any applicable appropriations acts.

2. Federal Funds Disclosure Requirements

Any of the entity's statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs supported in whole or in part by federal funds must state a) the percentage of the total costs of the program or project with federal financing; b) the amount of federal funds for the project or program; and c) the percentage and dollar amount of the total costs of the project or program financed by nongovernmental sources. "Nongovernmental sources" means sources other than state and local governments and federally recognized Indian tribes.

Publications, journal articles, etc. produced under a grant support project must bear an acknowledgment and disclaimer, as appropriate, for example:

This publication (journal article, etc.) was supported by award number 2IN810001 from the United States Department of Agriculture. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the United States Department of Agriculture.

3. Federal Funding Accountability and Transparency Act (FFATA)

In order for ISDH to comply with federal reporting requirements, Contractor or Grantee must complete, in its entirety, the attached form, titled Transparency Reporting Subawardee Questionnaire. If the pre-populated information in the form regarding Contractor or Grantee is incorrect, Contractor or Grantee should strike the incorrect information and enter the correct information. ISDH will not execute this agreement until Contractor or Grantee completes the form in its entirety.

4. Federal Lobbying Requirements

- A. The Contractor or Grantee certifies that to the best of its knowledge and belief that no federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor or Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative

Attachment C

C.F.D.A. Title: Emergency Food Assistance Program (Administrative Costs)

agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.

- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, contract, loan, or cooperative agreement, the Contractor shall complete and submit "Disclosure Form to Report Lobbying" in accordance with its instructions.
- C. The Contractor or Grantee shall require that the language of subparagraphs A) and B) be included in the language of all subcontracts and that all subcontractors shall certify and disclose accordingly.

5. Prohibited Activities

In accordance with 7 CFR Part 16.3(b):

Organizations that receive direct USDA assistance under any USDA program may not engage in inherently religious activities, such as worship, religious instruction, or proselytization, as part of the programs or services supported with direct USDA assistance. If an organization conducts such activities, the activities must be offered separately, in time or location, from the programs or services supported with direct assistance from USDA, and participation must be voluntary for beneficiaries of the programs or services supported with such direct assistance.

6. Nondiscrimination Statement

Contractor or Grantee agrees to post the following nondiscrimination statement and keep it updated in accordance with ISDH guidance:

The U.S. Department of Agriculture prohibits discrimination against its customers, employees, and applicants for employment on the bases of race, color, national origin, age, disability, sex, gender identity, religion, reprisal, and where applicable, political beliefs, marital status, familial or parental status, sexual orientation, or all or part of an individual's income is derived from any public assistance program, or protected genetic information in employment or in any program or activity conducted or funded by the Department. (Not all prohibited bases will apply to all programs and/or employment activities.)

7. Energy Efficiency

Contractor or Grantee must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94-163, 89 Stat. 871).

8. Environmental Protection

If the value of the Contract or Grant Agreement exceeds \$100,000, Contractor or Grantee must comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. § 1857(h)), section 508 of the Clean Water Act (33 U.S.C. § 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR Part 15).

For more information, please contact the ISDH Office of Grants Management.