

19291

OCT 01 2013



EXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R10/4-06)

Instructions for completing the EDS are on the back of this form

Received

OCT 08 2013

- 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

DOA Contracts

1122

1 EDS Number A70-4-070544		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 61800-94000 573100		5 Account Name ISDH DOAg Fund	
6 Total amount this action \$81,400.00		7 New contract total 61,400.00	
8 Revenue generated this action \$0.00		9 Revenue generated total contract \$0.00	
10 New total amount for each fiscal year			
Year 2014 \$81,400.00			
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 type="checkbox"/> Bid/Quotation <input type="checkbox"/> Emergency <input checked="" type="checkbox"/> Negotiated <input type="checkbox"/> RFP# <input type="checkbox"/> Other (per IFB) Special Procurement			
35 Will the attached document in data processing or telecommunications system ()? Yes IOT or Delegat has signed off contract			
36 Statutory Authority (C applicable Indiana Federal Code) IC 16-19-3-24.5			
37 Description of work and justification for spending money (Please give brief description of the project included in the agreement) TEFAF Federal program that helps supplement the nutritional benefit of low income needy persons, including elderly people, by providing them with emergency food and nutritious assistance. Grants will store, store, and distribute food to pantries in the following Indiana counties: Lake and Porter. The contract period October through September 30 in the amount of \$61,400.00			
38 Justification of vendor selection and determination of price reasonableness The State contracts with local receiving agencies administered by the Indiana TEFAF Program pursuant to statutory authority IC 16-1-3-2.5 and Public Law 107-111. Funding determined by formula based on 60% of the population living 5% poverty and 40% of the population that are unemployed. Current Grantees include all food banks participating in the Indiana TEFAF program. Each has pre-determined regional areas of 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 including TEFAF foods.			
39 If the contract submitted late please explain why (Request for information 30 days before) TEFAF food bank FFY1 contracts are late due to delayed resolution from USDA related program requirements.			
40 Agency fiscal officer's representative approval JFS		41 Date Approved 9/30/13	
44 Agency General Office approval		45 Date Approved 10-10-13	
46 Agency representative receiving from AG		47 Date Approved 10/9/13	
43 Date Approved 10/9/13		46 Agency representative receiving from AG	

73897 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 0000023025	Date 09/17/2013	Required Date	Page 1 of 1
Fund/Account	61900 / 573100		
Dept Number	195070		
Project Number	40010568TEFAP14		
Requisition Number	0000023025		
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 administer the Indiana TEFAP Program pursuant to statutory authority IC 16-19-3 24 5 and Public Law 107 171 Funding is determined by a formula based on 60% of the population living at 185 % poverty and 40% of the population that are unemployed Current Grantees include all food banks participating in the Indiana TEFAP program 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 A70-4-070544 10/1/13-9/30/14	1 0000	LO	61 400 0000	61 400 00

Vendor 0000099282 FOOD BANK OF NORTHWEST INDIANA INC

PLEASE SEE ATTACHED CONTRACT
Contract date 10/1/13-9/30/14
Contract amount \$61 400 00
EDS# A70-4-070544 >

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

Requisition Total \$ 61 400 00

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

DP

GRANT AGREEMENT
EDS # A70-4-070544

61900-573100-40010568TEFAP14
TEFAP 1038-5

This Grant Agreement (this "Grant Agreement") entered into by and between the **Indiana State Department of Health (the State)** and **Food Bank of Northwest 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 \$61,400** 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 **provide low-income needy persons including elderly people with emergency food and nutrition assistance** 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 **\$61 400** 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 Northwest Indiana Inc
ATTN Arleen Peterson
Executive Director
2248 West 35th Avenue
Gary IN 46408

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/IDOA *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:


ARLEEN PETERSON
EXECUTIVE DIRECTOR
FOOD BANK OF NORTHWEST INDIANA INC

DATE

9-12-2013

Recommended and Approved By:


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

DATE

9/30/13

Approved


JESSICA ROBERTSON COMMISSIONER
DEPARTMENT OF ADMINISTRATION
STATE OF INDIANA

DATE

10 4 13

Approved


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

DATE

10/0/13

Approved as to Form and Legality


GREGORY F ZOELLER
ATTORNEY GENERAL OF INDIANA

DATE

10-10-13

Attachment A
DUTIES OF THE GRANTEE TEFAP

TEFAP is a Federal program that helps supplement the nutritional benefit of low income needy persons including elderly people by providing them with emergency food and nutrition assistance. Grantee will store inventory and distribute food to pantries in the following Indiana counties: Lake and Porter.

A Grantee agrees to receive and distribute such United States Department of Agriculture (USDA) donated commodities as are designated by the State for distribution within Grantee's planning and service area, pursuant to Grantee's approved plan and budget. Such distributions shall be conducted in accordance with directions provided by the State.

B Grantee 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 and the TEFAP (The Emergency Food Assistance Program) Manual. 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.

C In the event of loss due to theft of or damage to commodities as a consequence of Grantee's negligence or the negligence of its subcontractors, Grantee shall reimburse the State for the value of the lost commodities or replace the commodities with product equivalent to the lost or damaged product, as approved by the State and/or the USDA.

D The parties acknowledge that long-term warehousing of commodities received pursuant to this agreement is not recommended and that whenever possible, commodities will be distributed within thirty (30) days after receipt of such commodities. When not possible, commodities shall be distributed within ninety (90) days after receipt.

E Grantee agrees to provide the State with copies of all bills of lading, delivery receipts, damage reports, and warehouse receipts within forty-eight (48) hours of Grantee's acquisition. Information concerning the establishment of a new delivery destination or modifications to information concerning a current delivery destination is due to the State immediately upon Grantee's knowledge. Outlet site location or operation updates are due to the State within five (5) working days of Grantee's knowledge. Allocation worksheets are due within timeframes established by the State. Claim for payment shall be submitted to the state monthly, billed up to 1/12th of your program grant award. The template provided by the state must be attached to your invoice showing breakdown of expenditures. It is acceptable to exceed that amount during the year, but the billing amount is not to exceed 1/4 of the contract at any one time.

F Grantee agrees to notify the State and withhold from distribution any commodities which are observed to be unfit for distribution, and shall withhold from distribution any commodities which are deemed unfit for distribution by the State, USDA, or federal, state, or local health officials. Such products may not be destroyed without the consent of the State.

G Grantee further agrees to abide by State policies regarding recipient eligibility for commodity assistance. Grantee agrees to establish safeguards to ensure commodity distribution only to eligible households. Grantee and its subcontractor shall prepare and



maintain records showing the data and method used to determine the number of eligible households served, in accordance with 7 C F R. § 251 10(a)

H Grantee acknowledges and agrees that no commodities provided through this agreement may be disposed of in commercial channels in any form

I Grantee acknowledges according to 7 CFR 251 10(h) its responsibility for maintenance of effort in the commodity distribution program and agrees not to diminish any normal expenditure for food because of the receipt of any funds or commodities through this agreement

J Grantee may distribute commodities provided through this agreement only in quantities that can be consumed without waste

K Grantee shall to the maximum extent practicable use volunteer workers and commodities and other food stuffs donated by charitable and other organizations in the operation of TEFAP

L In making any procurement or entering into any contract that requires the expenditure of funds provided pursuant to this agreement, Grantee shall adhere to the provisions of applicable federal regulations, Office of Management and Budget Circulars A 110 or The Common Rule and state policies regarding procurement.

M Grantee must ensure that any food outlets receiving commodities hereunder must maintain for distribution from other sources, a quantity of commodities or other products equal to one-half (1/2) the quantity in pounds of commodities or products received through this agreement.

N Grantee acknowledges that it may not purchase food, food vouchers, or paper goods with any funds provided through this agreement

O Grantee agrees to monitor any distribution outlet to which it provides funding or commodities under this agreement in accordance with the Indiana State Plan for TEFAP Therefore Grantee acknowledges that if it provides commodities to twenty (20) or fewer outlets, each outlet must be monitored on an annual basis If Grantee provides commodities to twenty (20) or more outlets, each outlet must be monitored within each two-year period

P Grantee understands and agrees that any county or area expected to be served by Grantee through this agreement may request and be authorized by the State to be served by another Grantee

Q Grantee agrees to continue to accept and distribute all commodities provided by the State and USDA without reimbursement if Grantee has claimed and received the total amount of this Grant Agreement prior to the end of each fiscal year or the termination of this agreement The State agrees to provide additional funding, pursuant to federal law and regulation if additional funding becomes available during the term of this agreement

R Grantee shall contribute a minimum of two percent (2%) of the total dollar amount specified in Paragraph 1 of the grant agreement for food share maintenance costs to assist with the required fifty percent (50%) match requirement for food pantries soup kitchens and homeless shelters

S Grantee shall ensure that all food pantries receiving USDA commodities have client choice in the selection of all items available at the food pantries

T The parties agree that the eligibility of individuals who may be provided services with funding through this agreement shall be determined in accordance with state and federal eligibility criteria and operating procedures

U If Grantee's approved response to the TEFAP Application for Funds (AFF) specifies that subcontracts will be entered into, Grantee shall require each sub Grantee to comply with the provisions set forth in this agreement. Further, Grantee shall remain responsible to the State for the performance of any sub Grantee and shall monitor the performance of any sub Grantee. Grantee agrees to enter into written agreements with all sub Grantees and to provide copies of all subcontracting agreements to the State upon request. Grantee further agrees to notify the State of a breach of these provisions by a sub Grantee and to discontinue any agreement with the specified sub Grantee in the event of such a breach.

V Grantee may incur shared maintenance fees

ATTACHMENT B

Food Bank of N W Indiana TEFAP FY14 Budget

Budget

Expense	Cost
Salaries	\$49 900 00
Fringe	\$8 982 00
Space Cost	
Transportation/Travel	\$2 000 00
Supplies	\$518 00
Contract Services	
Subtotal	\$61 400 00
Total (rounded)	\$61 400 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