

* RUSH *

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

SEP 29 2015

IDOA Contracts

TO

1. EDS Number: D12-6-02	2. Date prepared: 1/21/2015
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3. CONTRACTS & LEASES

<input type="checkbox"/> Professional/Personal Services <input type="checkbox"/> Grant <input type="checkbox"/> Lease <input type="checkbox"/> Attorney <input type="checkbox"/> MOU <input type="checkbox"/> QPA	<input checked="" type="checkbox"/> Contract for procured Services <input type="checkbox"/> Maintenance <input type="checkbox"/> License Agreement <input checked="" type="checkbox"/> Amendment# <u> </u> 19 <input type="checkbox"/> Renewal # <u> </u> <input type="checkbox"/> Other <u>AMENDMENT</u>
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FISCAL INFORMATION

4. Account Number: 13430-10000.547012	5. Account Name: FOOD SERVICE
6. Total amount this action: \$5,200,797.40	7. New contract total: 602,731,576.10
8. Revenue generated this action: \$0.00	9. Revenue generated total contract: \$0.00

10. New total amount for each fiscal year:			
Year 2006	\$24,550,866.00	Year 2011	\$32,369,388.00
Year 2007	\$27,566,339.00	Year 2012	\$34,828,848.95
Year 2008	\$31,155,210.00	Year 2013	\$38,127,278.65
Year 2009	\$31,130,032.00	Year 2014	\$37,888,950.05
Year 2010	\$33,531,366.50	Year 2015	\$40,888,704.55

TIME PERIOD COVERED IN THIS EDS

11. From (month, day, year): 12/1/2005	12. To (month, day, year): 6/30/2021
13. Method of source selection:	
<input type="checkbox"/> Bid/Quotation <input type="checkbox"/> Emergency <input type="checkbox"/> RFP# 5-90 <input type="checkbox"/> Other (specify) <u> </u> <input checked="" type="checkbox"/> RFP# 5-90 <input type="checkbox"/> Special Procurement	

35. Will the attached document involve data processing or telecommunications system Yes; IOT or Delegate has signed off on contract

36. Statutory Authority (Cite applicable Indiana or Federal Codes):
IC 11-12-2-1

37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.)
This amendment extends the imbedded agreement between the FSSA and Aramark for food services to DMHA hospital facilities for an additional year and raises the Consideration by amount of those services.

38. Justification of vendor selection and determination of price reasonableness:
VENDOR DETERMINED AFTER EVALUATING PROPOSALS RECEIVED UNDER RFP 5-90.

39. If this contract is submitted late, please explain why: (Required if more than 30 days late.)

40. Agency fiscal officer or representative approval 	41. Date Approved 9-14-15
44. Attorney General's Office approval 	45. Date Approved 10/6/15

AGENCY INFORMATION

14. Name of agency: Correction	15. Requisition Number:
16. Address: Department of Correction Central Office 302 W WASHINGTON ST RM E334 INDIANAPOLIS, IN 46204	

AGENCY CONTACT INFORMATION

17. Name: John Schilling	18. Telephone #: 317/233-6499
19. E-mail address: Jschilling@DOC.IN.GOV	

COURIER INFORMATION

20. Name: Nicholas Law	21. Telephone #: 317-232-5672
22. E-mail address: Nlaw@DOC.IN.GOV	

VENDOR INFORMATION

23. Vendor ID # 0000074786	25. Telephone #: 800-777-7090
24. Name: ARAMARK CORRECTIONAL SERVICES	
26. Address: 1101 MARKET STREET 27TH FL. PHILADELPHIA, PA 19107	
27. E-mail address: N/A	

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-Vetera Minority: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Women: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No IN-Veteran <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	30. Primary Vendor Percentages 91.7 %
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31. Sub Vendor: M/WBE/IN-Veteran Minority: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No Women: <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No IN-Veteran <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	32. If yes, list the %: Minority: <u>3.8</u> % Women: <u>4.5</u> % IN-Veteran <u> </u> %
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33. Is there Renewal Language in Yes No

34. Is there a "Termination for Convenience" clause in the document? Yes No

RECEIVED

OCT 06 2015

OAG-ADVISORY

42. Budget agency approval 	43. Date Approved 10-5-15
46. Agency representative receiving from AG	47. Date Approved



REQUISITION

Ship To: Department of Correction
 Central Office
 302 W WASHINGTON ST RM E334
 INDIANAPOLIS IN 46204

Bill to: Department of Correction
 Central Office
 302 W WASHINGTON ST RM E334
 INDIANAPOLIS IN 46204

Requisition No.	Date	Required Date	Page
0000031785	08/26/2015		1 of 1
Fund/Account:		12990 / 531068	
Dept Number:		239402	
Project Number:		450DMHAHOSPTSTA	
Requisition Number: 0000031785			
Requestor:		S278774 Sharon Kaye Armstrong	
Agency Number:		00615 Correction	
Facility:			

MUST COMPLETE FOR ICPR
 Print REQ
 Streamline Eligible

Line	Item	Description	Quantity	UOM	Unit Price	Ext Amt
This amendment extends the imbedded agreement between the FSSA and Aramark for food services to DMHA hospital facilities for an additional year and raises the consideration by amount of those services.						
1-1		FY16 DMHA BU425 Amendment 19	1.0000	EA	1,280,424.7300	1,280,424.73
	Vendor:	0000074786 ARAMARK CORRECTIONAL SERVICES				
2-1		FY16 DMHA BU430 Amendment 19	1.0000	EA	772,546.8800	772,546.88
	Vendor:	0000074786 ARAMARK CORRECTIONAL SERVICES				
3-1		FY16 DMHA BU435 Amendment 19	1.0000	EA	901,857.7000	901,857.70
	Vendor:	0000074786 ARAMARK CORRECTIONAL SERVICES				
4-1		FY16 DMHA BU440 Amendment 19	1.0000	EA	1,169,604.9400	1,169,604.94
	Vendor:	0000074786 ARAMARK CORRECTIONAL SERVICES				
5-1		FY16 DMHA BU450 Amendment 19	1.0000	EA	985,000.0000	985,000.00
	Vendor:	0000074786 ARAMARK CORRECTIONAL SERVICES				

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

Requisition Total \$ 5,109,434.25

	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

AMENDMENT #19
EDS #D12-6-02

This is an amendment to the Contract (the "Contract") entered into by and between the Indiana Department of Correction (the "State") and ARAMARK Correctional Services, LLC (formerly ARAMARK Correctional Services, Inc.) (the "Contractor") which went into effect July 1, 2005.

Whereas, the Contract is for the operation and management of food services for adult correctional facilities under the jurisdiction of the Indiana Department of Correction, and

Whereas, the Parties have added by Amendment #12 to the Contract a sub-agreement for the operation and management of food services by Contractor of facilities under the jurisdiction of the Family and Social Services Administration Division of Mental Health (FSSA-DMHA), and

Whereas, the aforementioned sub-agreement contained specific terms that relate only to FSSA-DMHA facilities, including an option to renew the sub-agreement, and to allow an annual increase of the per diem rate for the FSSA-DMHA facilities, and

Whereas, the FSSA-DMHA and Contractor wish to extend the term of their sub-agreement for a twelve (12) month period from July 1, 2015 through June 30, 2016, and

Whereas, the IDOC does not oppose such extension of the sub-agreement,

Now, therefore, in consideration of the promises, covenants, and agreements contained herein, the Parties hereto mutually agree to amend the Contract as follows:

1. The sub-agreement for the Contractor to provide food services to facilities of the FSSA-DMHA is hereby extended for an additional twelve (12) month period. The aforementioned sub-agreement shall end June 30, 2016. The end date of the sub-agreement shall not affect the end date of the IDOC Contract.
2. Effective July 1, 2015, Attachment D2, which is attached hereto and incorporated herein by reference, shall set forth the terms and obligations of the FSSA-DMHA sub-agreement with Contractor, and its terms shall supersede and replace the terms and obligations previously set forth in Attachment D1.
3. For avoidance of doubt, the terms and obligations of Attachment D2, refer only to the terms and obligations between the FSSA-DMHA and the Contractor, and not those between the IDOC and Contractor.
4. Total remuneration for the entire Contract, including the FSSA-DMHA sub-agreement, shall not exceed \$602,731,576.10.

Except as specifically set forth herein, all other terms and provisions of the Contract shall remain unaffected by this Amendment and continue in full force and effect

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Non-Collusion and Acceptance

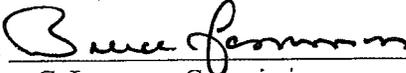
The undersigned attests, subject to the penalties for perjury, that he/she is the Contractor, or that he/she is the properly authorized representative, agent, member or officer of the Contractor, that he/she has not, nor has any other member, employee, representative, agent or officer of the Contractor, directly or indirectly, to the best of the undersigned's knowledge, entered into or offered to enter into any combination, collusion or agreement to receive or pay, and that he/she has not received or paid, any sum of money or other consideration for the execution of this Contract other than that which appears upon the face of this Contract.

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

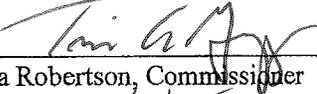
ARAMARK Correctional Services, LLC:

By: 
Printed Name: Mark R. Adams
Title: Vice President Finance
Date: 9-10-15

Indiana Department of Correction

By: 
Bruce C. Lemmon, Commissioner
Date: 9-29-15

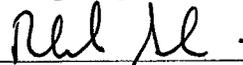
Department of Administration

By:  (for)
Jessica Robertson, Commissioner
Date: 10/1/15

Indiana Family and Social Services Administration

By: 
Kevin Moore, Director, Division of Mental Health and Addiction
Date: 9-15-15

State Budget Agency

By:  (for)
Brian E. Bailey, Director
Date: 10-5-15

**APPROVED as to Form and Legality:
Office of the Attorney General**

By:  (for)
Gregory F. Zoeller, Attorney General
Date: 10/6/15

Attachment D2

1. Duties of Contractor.

1.1. Overview of Contractor's Responsibilities

1. The Contractor shall operate and manage food services at the DMHA facilities named herein. The Contractor's duties include food service related purchasing, on-site warehousing and delivery of food supplies; preparation of food; serving, cleaning of the food service area including production, serving line, and dining areas; and maintaining Kitchen and Food Service Equipment (as hereinafter defined) in accordance with Section 1.4.
2. The Contractor shall abide by all DMHA policies and procedures.
3. The Contractor shall utilize the kitchens and dining areas in DMHA facilities to prepare and serve food to DMHA patients and staff.
4. The Contractor shall maintain, store and receive delivery of food supplies in the kitchen and agreed upon storage locations within each appropriate DMHA facility.
5. The Contractor shall schedule all deliveries in accordance with institutional specifications for delivery hours and security procedures.
6. Contractor agrees to absorb the remaining usable DMHA food inventory at a mutually agreed upon cost for said inventory.
7. The Contractor or its subcontracted agent shall collaborate, at least once per month, with DMHA registered dietitians or designees to insure compliance with hospital accrediting standards (JC, CMS).

1.2. Cleanliness and Sanitation / Performance Measurements

1. The Contractor will be responsible for the cleanliness and sanitation of the service areas which includes the dining and serving areas; food storage areas; warehouse food storage areas; restroom areas within the dining areas and/or kitchen; contractor office areas, and related areas within the food service realm. Performance standards/areas of compliance are listed in Exhibit 2, Performance Requirements and failure to Perform/Non-compliance Remedies. Both DMHA and the Indiana State Department of Health (ISDH) will conduct periodic audits to evaluate food sanitation conditions within the food services areas.
2. If any deficiency is cited during any audit, the Contractor shall submit a written corrective action plan to the facility Superintendent or designee within three (3) business days from the date of notification. The Contractor shall implement the corrective action plan within ten (10) calendar days from the date of notification. The only exception will be upon mutually agreed timeline by the SOF Superintendent and Aramark. If an ISDH audit requires corrective action, the Contractor will make changes in accordance with the timeline specified by the audit. The Contractor shall be solely responsible for any fines issued by OSHA, the ISDH, or any other State or federal agency with oversight, solely resulting

from Contractor's failing to cure or meet sanitation standards.

3. The Contractor shall achieve "Satisfactory" ratings during ISDH audits. An audit shall be deemed "Satisfactory" if no follow up visits are required. The Contractor shall notify the Hospital Superintendent and DMHA Designees in the event of an ISDH audit.
4. The Contractor must maintain a safe workplace for its employees, and all Contractor purchased cleaning supplies must meet the approved OSHA standards. If OSHA standards are not achieved, the Contractor shall submit and complete a corrective action plan as outlined above. Contractor to provide DMHA facility with all documentation required to meet accreditation and standard of OSHA, the JC, CMS, Life Safety Codes or any other applicable regulatory or accrediting body.

1.3. Emergency Situations

1. The Contractor shall have in place a procedure for emergency meals. See Exhibit 11, Sample of Division of Mental Health and Addiction Emergency/Contingency Plans. The procedure shall have prior approval of DMHA or its designee and relevant Facility Superintendent. In the event of an emergency, the Contractor shall continue to serve meals in compliance with this emergency procedure and/or as specifically instructed by the Superintendent. Applicable DMHA emergency plans will be made available at each institution and may require the Contractor to alter normal operations and staffing, and to file any required reports.
2. If any Facility Superintendent determines that an emergency situation exists, the Contractor's employees may temporarily be assigned to other areas within the facility to facilitate the feeding of patients. DMHA reserves the right to use the Contractor's food and related commodities in emergency circumstances. The facility shall make an accounting of those items appropriated for use, and the Contractor will be reimbursed at cost for those accounted items within thirty (30) calendar days of appropriation, except use as provided under this Contract.
3. The Contractor must maintain a 14 day supply of food at each facility to be held for response to an emergency.

1.4. Equipment and Consumable Supplies

1. All food service equipment in place at each kitchen and food service area will be made available to the Contractor for use. DMHA will provide an inventory list of all food service equipment ("Kitchen and Food Service Equipment") and condition to be agreed upon by both the State and the Contractor upon Contract execution. If the Contract is terminated or otherwise ended, the Contractor shall return said inventory or like inventory, subject to reasonable wear and tear, to DMHA.
2. The State will create a fund (hereafter "Fund") to reimburse the repair and replacement of Kitchen and Food Service Equipment. The State will allocate \$87,500.00 annually to the Fund, from which the Contractor will draw down to reimburse repair and replacement. Monies will only be drawn from the Fund via

State-issued check once the State receives and approves requests by the Contractor to reimburse repair or replacement of State-owned Kitchen and Food Service Equipment. All requests for reimbursement of Kitchen and Food Equipment repair or replacement are subject to review and approval by the State.

For all repair and replacement reimbursement requests, the Contractor must submit the following information:

Date of Kitchen and Food Equipment malfunction or damage
Estimate of the price of repair (or replacement, if necessary) of the malfunctioning or damaged Kitchen and Food Equipment
Other information as may be requested by the State

The Contractor is encouraged to manage the use of the Fund effectively to ensure appropriate use for the year in which monies are provided. Three quotes are required for repairs and replacement work unless otherwise approved in writing by the State. Any monies remaining at contract end that are left unused will be returned to the State. If the Fund is exhausted during the contract term, the Contractor may submit a written petition to the State requesting additional reimbursement for Kitchen and Food Equipment repair or replacement. Such requests are subject to review and approval by the State.

3. It shall be the Contractor's responsibility to identify, initiate and supervise all needed repairs to Kitchen and Food Service Equipment by notifying the DMHA of all needed repairs. Repairs must be initiated by the Contractor within 3 business days of the Contractor being notified that the equipment is in need of repair, and must be addressed within 10 calendar days, unless the parties agree to a time extension. If the repair is not completed within 60 calendar days from the date of notice, and no time extension has been agreed to, the failure to repair will constitute a breach of contract. Please see Exhibit 2: Performance Requirements and Failure to Perform/Non-compliance Remedies for more information. For the purposes of this Section 1.4, "initiating repairs" shall be considered the ordering of parts or replacement, or entering into a contract with a third party for the repair or replacement. The Contractor shall be responsible for ensuring that equipment is operated and cleaned in strict accordance with the manufacturer's operating manuals. The Contractor shall operate, clean and maintain the kitchen equipment in a manner likely to minimize any abuse to the equipment. DMHA will assist in the maintenance of food service equipment by providing labor and expertise when it has staff available and when its available staff have the technical certification or expertise to assist in the maintenance. This assistance is limited to identifying issues with equipment, recommending courses of action, and installing parts purchased by the Contractor with monies from the Fund. The determination of whether any DMHA staff has the technical certification or expertise to assist in the maintenance of a particular piece of equipment is at the sole discretion of the facility superintendent. The decision to replace an equipment item, rather than repair, will be at the discretion of the State.
4. DMHA will permit the Contractor to install additional food service equipment at the Contractor's expense upon written approval from DMHA or its designee. Any additional equipment purchased, repaired, replaced, leased, or modified by the Contractor shall meet or exceed DMHA standards for functionality, sanitation, and security as determined by DMHA or its designee. At the end of the Contract term, or in the event of the termination of the Contract, DMHA shall

have an assignable option to acquire the Contractor's additional furnishing, equipment, tools, and materials in whole or part, at fair market value.

6. DMHA will maintain and repair the physical plant in areas assigned to the Contractor, including painting, and will provide all necessary utilities. The Contractor shall operate its assigned work areas in an energy efficient manner and shall ensure that there is no deliberate wastage of electricity, gas, or water.
7. Plumbing, maintenance, repairs, and cleaning/maintenance of grease traps shall be the responsibility of DMHA. Replacement of the grease traps (as needed) shall be paid for by DMHA. The Contractor shall be responsible for the cleaning of the vent hood and external filter up to the ceiling penetration. DMHA shall be responsible for all cleaning, maintenance and replacement of the ventilation systems above the ceiling penetration at all DMHA facilities.
8. DMHA retains responsibility for pest control in kitchen, storage and dining areas unless the sanitation standards by the Contractor are shown to be the primary contributing factor in causing an infestation.
9. DMHA will provide an inventory list of all existing flatware, eating equipment and utensils and trays ("Smallwares") and condition to be agreed upon by both the State and the Contractor upon Contract execution. The Contractor shall have access to all such Smallwares. The Contractor shall provide additional Smallwares necessary to meet the needs of each facility, including safety and security. The Contractor's selection of Smallwares shall be approved by DMHA or its designee prior to implementation. The Contractor is responsible for the maintenance, storage, cleaning of the Smallwares. DMHA shall be responsible for the replacement of damaged or worn out Smallwares. The Contractor shall maintain a supply of disposable flatware, utensils, trays and eating equipment to be used in the event that the re-usable flatware, utensils, trays, and eating equipment cannot be used for four days. The need to use disposable flatware, utensils, trays, and eating equipment and other additional costs caused by lack of utilities such as water, gas, or electricity, or other emergency situation, when not directly caused by the Contractor shall be at the facility's cost. All paper and disposable supplies utilized as a result of a facility emergency, equipment failure or upon the request of the DMHA, shall be at the DMHA's cost.
10. The Contractor shall be responsible for securing all tools and equipment in accordance with the hospital policy and procedure.

1.5. Food Preparation

1. Food preparation for regular diets, medical diets, religious preference diets, and food for special events shall adhere to approved Medical Diet Formulary (see Exhibit 8) and Standardization of Diet Texture (see Exhibit 10). Two meal choices of comparable nutritional value shall be available during each meal. These options shall be either the Master Menu Component (i.e. regular main line meal) or the Alternative Menu Component. Food, including medical diets, must be prepared in the food service area of the DMHA facilities unless otherwise approved by DMHA. To the degree food preparation for any DMHA facility may be co-located with food preparation for another State agency facility, all DMHA meals must meet DMHA standards and all associated inputs, including

but not limited to food and labor, must be tracked and reported in manner that accurately separates out items attributable to DMHA's account.

2. The Contractor shall provide all meals in accordance with this Contract and shall serve such meals at temperatures in compliance with those required by the Indiana Food Establishment Act and State Retail Food Code, to the extent applicable, in a method approved by DMHA. Three meals per day shall be served (with a minimum of two hot meals for patients receiving the Master Menu Component, as hereinafter defined) and not more than fourteen hours between the evening meal and the following day's breakfast meal. Patients will, in addition to the three meals a day, receive once daily snacks. Certain patients, both adult and youth, may receive an additional mid morning, mid afternoon, or evening snack as part of a therapeutic diet prescribed by the hospital Medical Department. Any such additional snack or nutritional supplement (juice, Ensure, Boost, Thickener or other like product) may be provided by each hospital's floor stock which may be provided at the discretion of DMHA.
3. The Master Menu Component (as hereinafter defined) shall consist of two (2) menus. One menu is to be for Spring/Summer and to be implemented in April; and one for Fall/Winter to be implemented in October. These menus must receive approval by DMHA or its designee at least sixty (60) calendar days before implementation. Menus will reflect feedback from satisfaction surveys, audits and other quality assurance processes. Menus submitted for approval shall include complete diet load sheets listing portion size/serving consistencies for regular diets, calorie restricted diets and texture modified diets. Contractor will include load sheets and nutritionally equivalent food items for diets in approved Medical Formulary (e.g. vegan, vegetarian) with each menu cycle prior to implementation. Contractor shall provide portion sizes and complete nutritional analysis for each menu item with proposed menus and shall make recipes available upon request. DMHA reserves the right to change the menu requirements and will provide the Contractor 30 calendar days written notice of the change. It is anticipated that changes to the menu will not increase the overall cost of food products as such changes are to be unsubstantial in nature.
4. Menus must be written to include the Recommended Daily Allowances, Dietary Reference Intakes, National School Lunch Program (NSLP) guidelines (only with respect to the meals being provided to youth), and MyPlate dietary proportions containing no more than 30% fat calories, a daily limit of 3,500 milligrams of sodium or less, and 300 milligrams of cholesterol or less. Menus should also include adjustments to portions to meet nutritional and caloric requirements for adults, children, and adolescents.
5. Compliance with the menus includes correct portions, adherence to Medical Diet Formulary (see Exhibit 8), Standardization of Diet Texture (see Exhibit 10), correct utilization of approved recipes, and use of proper ingredients. The recipes and items served must accurately represent the menus, which should represent the foods served. The menu shall consist of several components with specific guidelines that meet various dietary needs, including religious, medical, safety and some patient preferences. The components of the menu are as follows:

Master Menu Component: This component includes the menu

requirement for general patient population, which consists of Adult Males and Females, Youth 14-18 years old, and Children 6-14 years old. The menu requirement must meet all guidelines and standards described in Section 1.5.4 and 1.8 of this Attachment. A sample Master Menu Component (subject to revision as approved by DMHA) is attached hereto as Exhibit 3 and fully incorporated by reference herein ("Master Menu Component").

Medical Diet Component: This component includes the menu requirements for specific dietary and safety needs of individual patients with medical conditions. Medical diets shall adhere to approved Medical Diet Formulary (see Exhibit 8) and Standardization of Diet Texture (see Exhibit 10). Regular, calorie restricted diets, and/or other medical diets (e.g. increased protein, high fiber, vegan/vegetarian, etc.) shall be provided within 24 hours of diet order. Emergent diet orders (e.g. clear liquid, BRAT, MAOI, texture modifications, allergy restrictions and any diet requiring disposable plates and ecotensil) shall be provided at the following meal service. The medical diet component may include pre-packaged meals ordered by physician during a patient's acute psychiatric condition. If the cost of the prepackaged meals exceeds the SOF Meal cost, the facility will assume the additional cost. In the event the meal count for the Milk Intolerance diet exceeds ten percent (10%) of the total meal count across all SOFs for 30 continuous calendar days, the State will assume the floor stock cost (in accordance with Section 2.4) of additional soy milk necessary to serve Milk Intolerance diet meals in excess of 10% of the total meal count.

Alternate Menu Component: This component includes the menu items available to provide patients with substitutes of equal nutritional value for all religious dietary needs and for needs not listed under the Medical Diet Formulary (see Exhibit 8). Contractor will provide, at no additional cost, a lacto-ovo vegetarian and/or vegan diet if requested by the patient with 24 hours advanced notice. Religious meals requested by the administration or religious authority, such as prepackaged meals, shall be provided at a price to be mutually agreed in advance. DMHA will provide Contractor with number of trays and duration needed for Religious meals (e.g. Lenten) 10 days in advance of observance. The Alternate Menu Component is attached hereto as Exhibit 4 and fully incorporated into this Contract by reference herein.

Sack Lunch Menu Component: This component includes the menu requirements for those areas such as off grounds trips or "patient absences" that require a sack lunch instead of a meal tray. Sack lunches will be provided at no additional charge. Advance notice, preferably by noon, the day before the lunch is needed, 72 hours if more than 8 sacks are needed, will allow for an adequate supply of sack lunch to be readily available. Short notice of a minimal number will be accommodated as needed.

6. In addition, the Contractor shall provide each of the following meals in accordance with the requirements of the Contract. These meals are provided in

areas other than the dining room such as off-grounds trips. Food shall be prepared in sufficient quantities to feed patients, staff, or guests.

On-unit and Infirmiry Meals: The Contractor's staff shall supervise the preparation of meals for patients assigned to the infirmiry, or other satellite areas requiring meal trays. The transportation and delivery of the prepared meals shall be conducted by the Contractor or hospital staff as designated by the Superintendent. Meals are delivered in pre-portioned individual serving trays in such a manner as to maintain food temperature requirements. Two meal choices shall be available in patient feeding: (1) the Master Menu Component (i.e. regular main line meal); (2) the Alternative Menu Component including a pork-free protein alternative.

Sack Lunches: The Contractor shall provide sack lunches in accordance with the Sack Lunch Menu Component for patients who require meals and cannot receive the other lunch options. Such patients include those going to outside court, assigned to off-grounds trips, and transfers. Sack lunches for staff during emergency situations shall be made available upon request of the Facility Superintendent and shall be invoiced separately. Food temperature requirements shall apply to sack lunches.

Medical Diets: The Contractor shall provide meals for medical diets, which shall include any diet foods specified by DMHA's registered dietician or Medical Department within 24 hours of original diet order. Emergent diet orders (e.g. clear liquid, BRAT, MAOI, texture modifications, allergy restrictions and any diet requiring disposable plates and ecotensil) shall be provided at the following meal service Physicians, dentists, or clinical associates in each facility's medical unit shall prescribe medical diets as deemed necessary for appropriate patient treatment. Daily snacks, regardless of when provided, are considered part of the medical diet and are not billed separately; Floor Stock (including nutritional supplements) shall be billed separately in accordance with Section 2.4. Medical diets that prescribe a double portion shall be billed in accordance with Section 2.5. Double portions, for billing purposes, shall be defined as any double tray or double entrée item requested. The entrée is defined as the protein portion of the tray. Extra portions of menu items will be billed at one dollar per item. Multiple extra portions will not exceed the cost of a double tray. All diet trays served shall be recorded by the Contractor with a copy of the record sent to the Facility Superintendent for proper documentation for performance standards. (JCAHO standards, and CMS (includes Medicaid, Medicare, and ICF-MR certification) standards). This record shall include, at a minimum, patient name or number, date when meal picked up, and type of meal. The State, in partnership w Aramark will work to ensure that all patients receive their medical diet meals as prescribed. **Ordered medical diet meals that are omitted or later found to be in error shall not be billed.**

Staff/Guest Meals: The Contractor shall ensure that sufficient meals are available for staff and guests. Staff and guests shall eat the same foods as served on the patient Master Menu Component. All facility staff and

guests eating a meal shall sign for it, with the exception of the facility staff designated to evaluate the sample meal. The Contractor must use the completed signature sheets for the purpose of invoicing staff meals to DMHA. The total number of staff fed and the dollar amount shall be listed clearly on the monthly invoice as a separate line item.

Snacks: Snacks must be provided to patients. The snack is defined as a "Healthy Treat" consisting of a low sugar type of small feeding. The snacks for modified diets must meet the requirements of the patient's diet order. Examples of such snacks are included on the list set forth in Exhibit 5, attached hereto and fully incorporated by reference herein. These snacks are included on the Master Menu Component for the facilities which is included in meeting the RDA's for calories per day. The Contractor shall maintain sufficient inventory to ensure that each patient receives snacks, and that the type of snack issued varies throughout the week.

7. The Contractor shall offer a pork free menu and an alternative menu choice each meal, which includes an alternative protein entrée, fruit instead of dessert when on the menu, and condiment choices that are lower in fat, sodium and sugar. Substitutes for sugar, jelly, and syrup are served as required by the menu choices. The alternative protein entrée may meet the requirements for both the pork free and alternative menu choices. Any Master Menu Component shall list standard portion sizes.
8. The Contractor and DMHA shall comply with this Contract, approved Medical Diet Formulary (see Exhibit 8), Standardization of Diet Texture (see Exhibit 10) and the menus incorporated herein. There shall be an approved substitution list that shall be approved in advance by the Contractor's dietician and DMHA or its designee. This substitution list shall be available to the superintendent or his/her designee upon request. No more than two substitutions within one week shall be made from this list by Contractor, without approval from DMHA or its designee. All changes or substitutions to the Master Menu Component shall be documented and submitted to the Superintendent or his/her designee and DMHA in a monthly report. These monthly reports shall be reviewed for unapproved substitutions. Unapproved substitutions beyond the two per week allowance shall not be billed. In addition, any unapproved food substitutions occurring in the previous month shall be discussed by the Contractor and DMHA designee. The Contractor will be given an opportunity to explain and to correct such substitutions. If the unapproved food substitutions occur after the discussion, DMHA or its designee will issue a warning to Contractor.
9. The Contractor shall ensure that the food items used on all menus are approved by DMHA or designee. The Contractor shall ensure that the food items served are the portion sizes and consistency required by all menus, diet load sheets, approved Medical Diet Formulary (see Exhibit 8), Standardization of Diet Texture (see Exhibit 10) and individualized diet orders.
10. Meals shall be served in a manner that makes them palatable and visibly pleasing complete with the appropriate type, quality and quantity of condiments. The Contractor must be on-site to prepare, serve and clean up after food service delivery. The Contractor must ensure that meals are served within the time

ranges as determined by the Superintendent at each hospital. Style of meal service varies by hospital. If the style of meal service changes in a material way at any hospital, the parties shall mutually agree upon a price increase or decrease to offset any added or reduced costs to Contractor as a result of the meal service style change.

11. At each meal, two sample trays shall be prepared at no cost to DMHA. One tray shall be saved for a minimum of 72 hours and used in the event of an alleged outbreak of food borne illness. The second tray shall be available for sampling and evaluation by DMHA staff designated by the Superintendent to ensure adequate quality, palatability, presentation, and temperature. Documentation of these evaluations must be sent to the Superintendent or designee and a copy must be saved on file for DMHA designee to view during quarterly Contract audits. If the Superintendent and DMHA designee agree that a poor evaluation is justified for any particular meal, the result of this evaluation shall be discussed with the Contractor. At this stage, one of two directions shall be taken:
 - If the Superintendent, DMHA designee, and the Contractor agree that the meal served was deficient in, quality, palatability, presentation, or temperature, or that the low evaluation was otherwise justified because of a deviation from Contract requirements, the Superintendent, DMHA designee, and the Contractor shall agree on the corrective action to be taken by the Contractor to correct the deficiency. This corrective action shall begin with the first meal following the date of such agreement. Continued failure to correct the issue once the deficiency has been identified as set forth above will result in breach of contract.
 - If the Contractor does not agree that the meal was deficient, or that the low evaluation was otherwise justified because of a deviation from Contract requirements, the Contractor shall provide DMHA with a written detailed response specifically addressing any concerns raised in the evaluation, or cited as a deficiency, and shall explain why it feels the meal meets the Contract standards. The Superintendent shall prepare a response supporting the evaluation or deficiency. DMHA or its designee shall review the Contractor's response and Superintendent's response and shall hold a meeting with the Contractor to discuss the Contractor's response. After this meeting, if DMHA or its designee determines that the evaluation was justified or that the meal was otherwise deficient, the Contractor shall take corrective action to correct the deficiency.

12. Meals prepared for New Year's Day, Easter Sunday, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day must be prepared with entrée and non-starchy vegetable portions being one and one half (1 1/2) times that of the standard meal as approved by DMHA or its designee and consistent with prescribed medical diets. Holiday meals should include items that are traditional for the particular holiday. Holiday Menus must be presented to DMHA or its designee for approval 60 days prior to service. Religious preference diets consisting of a lacto-ovo vegetarian and/or vegan diet must be made available for Ramadan and Yom Kippur. Upon request, and provided that twenty-one (21) days advance notice is provided, Contractor will prepare five (5) additional holiday meals, prepared with entrée and non-starchy vegetable portions being one and one half (1 1/2) times that of the standards meal as approved by DMHA or its designee and consistent with prescribed medical diets. These meals shall be billed at the normal meal rate.

1.6 Staffing Requirements

1. The Contractor shall develop and submit for DMHA approval, a staffing plan for each DMHA facility where the Contractor will manage food service operations. DMHA reserves the right to periodically review the Contractor's staffing levels. Changes in staffing levels must be submitted in writing and will not be allowed without prior approval from DMHA or its designee.
2. DMHA retains the right to require the Contractor to exclude from working at any DMHA facility any employee of the Contractor deemed incompetent by DMHA to be insubordinate, or objectionable. The Contractor shall not hire or rehire any former employee, or former employee of DMHA, who was removed for cause, or resigned with prejudice.
3. All employees of the Contractor except Former DMHA Employees will be subject to background checks by the State of Indiana prior to commencing work in connection with this Contract. The Contractor is responsible for the cost of the employee background checks. All employees shall complete pre-service training, consistent with DMHA policy prior to working in a DMHA facility. The Contractor shall ensure that staffing levels are maintained throughout the training period.
4. The Contractor must fill all vacant positions within thirty (30) calendar days.
5. Employees of the Contractor shall present to work in clean clothing appropriate to a professional foodservice environment. Apparel, including shoes, shall meet all pertinent regulatory standards. The Contractor shall ensure all its employees have proper State certification and licensing, if required, upon completion of the training period.
6. Prior to assuming a work assignment, employees of the Contractor must complete orientation training for new staff at the hospital. This orientation will require no more than three (3) days or 21 hours for completion.

1.7 Patient/Inmate Workers

1. DMHA may make patient workers available to the Contractor at any DMHA facility. **DMHA, in collaboration with the Department of Correction (DOC), shall make inmate workers available to the Contractor at any DMHA facility, subject to the approval of the hospital superintendent, the approval of the IDOC, the availability of such workers to the facility, and DMHA approval of working arrangements.**
2. DMHA/DOC will assume the cost of patient and inmate workers **when provided**. The duties of the patient and inmate workers will be determined by the hospital superintendent (or the DOC) in collaboration with the Contractor (See Exhibit x).
3. Patient and Inmate Workers provided by DMHA/DOC shall not be deemed employees of the Contractor, and DMHA/DOC will be solely responsible for selecting, and replacing patient and inmate workers. The Contractor must follow

all applicable federal and state laws, regulations, and rules in connection with use of patient and inmate labor in the food service area. Patient and inmate workers must be under the direct supervision of an employee of the Contractor at all times, and patients and inmates may not supervise other patients or inmates. Inmate and patient workers shall be separated and shall not be permitted to interact with each other.

1.8 Standards

Services shall meet all current and future rules and regulations for food service operations, including, but not limited to:

- Public Health Department Food Operations Regulations
- Nutritional Standards set by the National Academy of Sciences
- The Joint Commission (<http://www.jointcommission.org>) for:
 - a. Hospitals
 - b. Behavioral Health Care Accreditation
- Centers for Medicare and Medicaid Services (<http://cms.hhs.gov>) --- Federal Regulation for Intermediate Care Facilities for Mentally Retarded
- Federal Regulation for Intermediate Care Facilities for Mentally Retarded
- Indiana State Board of Health Retail Food Establishment Sanitation Requirements 410 IAC7-24.
- National School Lunch Program as administered by the Indiana Department of Education (only with respect to youth food service)

1.9 Transportation

1. The inter-facility transportation of food, including required personnel and vehicles, shall be the responsibility of the contractor unless otherwise specified by the facility superintendent.
2. Intra-facility transportation of food, including required personnel and vehicle, shall be the responsibility of the Contractor.

2. Consideration.

- 2.1 **Effective July 1, 2015, Contractor will be paid at a price per meal established in Exhibit 1 of this Attachment D2. The Contractor will be paid the per meal price based on the average daily meal count for the billing period cost based on the daily census or the actual number of meals served, whichever is greater.**

The remuneration for this Agreement between the FSSA-DMHA and the Contractor for the period July 1, 2015 to June 30, 2016, shall not exceed \$5,200,797.40. Total remuneration for the entire Agreement between the FSSA-DMHA and the Contractor shall not exceed \$22,232,244.90.

- 2.2 **The per meal prices stated in this Attachment D2 are firm for the period beginning July 1, 2015, and continuing through June 30, 2016. Per meal prices for any subsequent 12-month period shall be increased by an amount to be mutually agreed upon and documented in accordance with Section 28 of this Contract; provided, however, that in the event no agreement is reached with respect to such increase, per meal prices shall be increased as further set forth below by the yearly percentage change in the Consumer Price Index, All Urban Consumers, U.S. City**

Average, Food Away From Home Index ("CPI-FAH"), published by the U.S. Department of Labor. The period for determining CPI-FAH increases shall be the year ending two months prior to the anniversary date of the commencement of operations under this Contract (the "Base Period").

- 2.3 At the request of DMHA, the Contractor shall provide food service for special meetings or special events, at a price to be agreed upon in advance by the Contractor and DMHA.
- 2.4 In connection with any Floor Stock provided by the Contractor pursuant to this Contract, the Contractor shall be paid at the Contractor's invoice cost plus 10%. Contractor will credit local trade discounts to DMHA's account. Cash discounts or discounts not exclusively related to Contractor's purchasing for DMHA pursuant to this Contract shall not be credited to DMHA's account.
- 2.5 Double portions prescribed in connection with a Medical Diet shall be billed at a rate of 1.5 times the applicable price per meal.

3. Term.

This Agreement shall be effective for a period of 12 months. It shall commence on July 1, 2015 and shall remain in effect through June 30, 2016. This Agreement may be renewed by agreement of the parties.

4. Access to Records.

The Contractor and its subcontractors, if any, shall maintain all books, documents, papers, accounting records, and other evidence pertaining to all costs incurred under this Contract. They shall make such materials available at their respective offices at all reasonable times during this Contract, and for three (3) years from the date of final payment under this Contract, for inspection by the State or its authorized designees. Copies shall be furnished at no cost to the State if requested.

5. Assignment; Successors.

The Contractor binds its successors and assignees to all the terms and conditions of this Contract. The Contractor shall not assign or subcontract the whole or any part of this Contract without the State's prior written consent. The Contractor may assign its right to receive payments to such third parties as the Contractor may desire without the prior written consent of the State, provided that the Contractor gives written notice (including evidence of such assignment) to the State thirty (30) days in advance of any payment so assigned. The assignment shall cover all unpaid amounts under this Contract and shall not be made to more than one party.

6. Audits.

Contractor acknowledges that it will be required to submit to an audit of funds paid through this Contract. Any such audit shall be conducted in accordance with IC 5-11-1 and audit guidelines specified by the State.

7. Authority to Bind Contractor.

The signatory for the Contractor represents that he/she has been duly authorized to execute this Contract on behalf of the Contractor and has obtained all necessary or applicable approvals to

make this Contract fully binding upon the Contractor when his/her signature is affixed, and accepted by the State.

8. Changes in Work.

The Contractor shall not commence any additional work or change the scope of the work until authorized in writing by the State. Contractor shall make no claim for additional compensation in the absence of a prior written approval and amendment executed by all signatories hereto. This Contract may only be amended, supplemented or modified by a written document executed in the same manner as this Contract.

9. Compliance with Laws.

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

B. The Contractor and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6 *et seq.*, IC § 4-2-7, *et seq.*, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Contractor is not familiar with these ethical requirements, the Contractor should refer any questions to the Indiana State Ethics Commission, or visit the Indiana State Ethics Commission website at <http://www.in.gov/ethics/>. If the Contractor or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Contract immediately upon notice to the Contractor. In addition, the Contractor may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44-1-3, and under any other applicable laws.

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

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

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

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

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

H. As required by IC 5-22-3-7:

(1) the Contractor and any principals of the Contractor certify that (A) the Contractor, except for de minimis and nonsystematic violations, has not violated the terms of (i) IC 24-4.7 [Telephone Solicitation Of Consumers], (ii) IC 24-5-12 [Telephone Solicitations] , or (iii) IC 24-5-14 [Regulation of Automatic Dialing Machines] in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) the Contractor will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

(2) The Contractor and any principals of the Contractor certify that an affiliate or principal of the Contractor and any agent acting on behalf of the Contractor or on behalf of an affiliate or principal of the Contractor (A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and (B) will not violate the terms of IC 24-4.7 for the duration of the Contract, even if IC 24-4.7 is preempted by federal law.

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

10. Condition of Payment.

All services provided by the Contractor under this Contract must be performed to the State's reasonable satisfaction, as determined at the discretion of the undersigned State representative and in accordance with all applicable federal, state, local laws, ordinances, rules and regulations. The State shall not be required to pay for work found to be unsatisfactory, inconsistent with this Contract or performed in violation of any federal, state or local statute, ordinance, rule or regulation.

11. Confidentiality of State Information and Security and Privacy of Health Information.

To the extent that the Contractor conducts a "standard transaction" (as defined by 45 CFR § 162.103) on behalf of State the Contractor shall comply with the Transaction Standards, as may be amended from time to time, and shall provide documentation of its compliance with them, including a summary of project plans for remediation, status reports of remediation efforts, summary of text results, copies of certifications, if any, and the Contractor's statement affirming completion of all requirements. Such compliance shall be maintained at no additional cost to the State.

Contractor will indemnify and hold the State harmless from any loss, damage, costs, expense, judgment, sanction or liability, including, but not limited to, attorneys' fees and costs, that the

State incurs or is subject to, as a result of Contractor's breach of this Section.

Security and Privacy of Protected Health Information, Drug and Alcohol Abuse Patient Records, and Confidentiality of State Information.

- A. HIPAA. If the Contractor receives Protected Health Information (PHI) from the State and such PHI is determined to be subject to the requirements of the Health Insurance Portability and Accountability Act of 1996, Title II, Administrative Simplification ("HIPAA"), the Contractor agrees to comply with all such requirements, including amendments signed into law under the American Recovery and Reinvestment Act of 2009 ("ARRA"), in particular, Title XIII known as the Health Information Technology for Economic and Clinical Health Act ("HITECH"), Subtitle D, in all activities related to the contract, to maintain compliance during the term of the contract and after as may be required by federal law, to operate any systems used to fulfill the requirements of this contract in full compliance with HIPAA and to take no action which adversely affects the State's HIPAA compliance.

Terms used, but not otherwise defined, in this Contract shall have the same meaning as those found in the HIPAA Regulations under 45 CFR Parts 160, 162, and 164.

To the extent required by the provisions of HIPAA and regulations promulgated thereunder, the Contractor assures that it will appropriately safeguard all forms of Protected Health Information (PHI), as defined by the regulations, which is made available to or obtained by the Contractor in the course of its work under the contract. The Contractor agrees to comply with all applicable requirements of law relating to PHI with respect to any task or other activity it performs for the State including, as required by the final Privacy and Security regulations:

1. Implementing the following HIPAA requirements for any forms of PHI that the Contractor receives, maintains, or transmits on behalf of DMHA:
 - a. Administrative safeguards under 45 CFR § 164.308
 - b. Physical safeguards under 45 CFR § 164.310
 - c. Technical safeguards under 45 CFR § 164.312
 - d. Policies and procedures and documentation requirements under 45 CFR § 164.316;
2. Implementing a disaster recovery plan, as appropriate, which includes mechanisms to recover data and/or alternative data storage sites, as determined by the State to be necessary to uphold integral business functions in the event of an unforeseen disaster;
3. Not using or further disclosing PHI other than as permitted or required by this Contract or by applicable law;
4. Immediately reporting to the FSSA HIPAA Compliance Office any security and/or privacy incident of which the Contractor becomes aware;
5. Mitigating, to the extent practicable, any harmful effect that is known to the Contractor and immediately reporting to the FSSA HIPAA Compliance Office any use or disclosure by the Contractor, its agent, employees, subcontractors or third parties, of PHI obtained under this Contract in a manner not provided for by this Contract or by applicable law of which the Contractor becomes aware;
6. Ensuring that any subcontractors or agents to whom the Contractor provides PHI received from, or created or received by the Contractor, subcontractors or agents on behalf of the State agree to the same restrictions, conditions and obligations applicable to such party regarding PHI and agrees to implement the required safeguards to protect it;

7. Making the Contractor's internal practices, books and records related to the use or disclosure of PHI received from, or created or received by the Contractor on behalf of the State available to the State at its request or to the Secretary of the United States Department of Health and Human Services ("DHHS") for purposes of determining the State compliance with applicable law. The Contractor shall immediately notify the FSSA HIPAA Compliance Office upon receipt by the Contractor of any such request from the Secretary of DHHS or designee, and shall provide the FSSA HIPAA Compliance Office with copies of any materials made available in response to such a request;
8. In accordance with procedures established by the State, making available the information required to provide an accounting of disclosures pursuant to applicable law, if the duties of the Contractor include disclosures that must be accounted for;
9. Making available PHI for amendment and incorporating any amendments to PHI in accordance with 45 CFR § 164.526, if the Contractor maintains PHI subject to amendment;
10. In accordance with procedures established by the DMHA, making PHI available to individuals entitled to access and requesting access in compliance with 45 CFR § 164.524 and the duties of the Contractor;
11. At the discretion of the DHMA, authorizing termination of the Contract if Contractor has violated a material provision of this Section;
12. At the termination of the Contract, return or destroy all PHI received or created under the Contract. If DMHA determines return or destruction is not feasible, the protections in this agreement shall continue to be extended to any PHI maintained by the Contractor for as long as it is maintained.

Contractor will indemnify and hold the State harmless from any loss, damage, costs, expense, judgment, sanction or liability, including, but not limited to, attorneys' fees and costs, that the State incurs or is subject to, as a result of a breach of this Section by the Contractor or any subcontractor, agent or person under Contractor's control. In the event a claim is made against the State for any such claim, cause of action, liability, damage, cost or expense, State may, at its sole option: (i) tender the defense to Contractor, who shall provide qualified and competent counsel to represent the State interest at Contractor's expense; or (ii) undertake its own defense, utilizing such professionals as it deems reasonably necessary, holding Contractor responsible for all reasonable costs thereof. In any event, State shall have the sole right to control and approve any settlement or other compromise of any claim brought against it that is covered by this Section.

- B. Drug and Alcohol Patient Abuse Records. In the performance of the services listed in this Contract, the Contractor may have access to confidential information concerning the disclosure and use of alcohol and drug abuse patient records. The Contractor understands and agrees that data, materials and information disclosed to Contractor may contain confidential and protected data, including confidential individual information concerning alcohol and drug abuse patient records. Therefore, the Contractor promises and assures that any such confidential data, material, and information gathered or disclosed to the Contractor for the purposes of this Contract will not be disclosed or discussed with others without the prior written consent of the State. The Contractor and the State shall comply with applicable requirements under 42 CFR Part 2 and any other applicable federal or state statutory or regulatory requirements. The Contractor shall immediately report any unauthorized disclosures of these records to the FSSA HIPAA Compliance Office.

- C. Confidentiality of State Information. The Contractor understands and agrees that data, materials, and information disclosed to the Contractor may contain confidential and protected information. The Contractor covenants that data, material and information gathered, based upon or disclosed to the Contractor for the purpose of this Contract, 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 Contractor for the State under this contract may require or allow access to data, materials, and information containing Social Security numbers 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 Contractor 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) is/are disclosed by Contractor, Contractor 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 contract. The Contractor shall immediately report any unauthorized disclosures of Social Security numbers to the FSSA HIPAA Compliance Office.

12. Continuity of Services.

- A. The Contractor recognizes that the service(s) to be performed under this Contract are vital to the State and must be continued without interruption and that, upon Contract expiration, a successor, either the State or another contractor, may continue them. The Contractor agrees to:
1. Furnish phase-in training, and
 2. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

- A. The Contractor shall, upon the State's written notice:
1. Furnish phase-in, phase-out services for up to sixty (60) days after this Contract expires, and
 2. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required.

The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the State's approval. The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this Contract are maintained at the required level of proficiency.

- C. The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this Contract. The Contractor also shall allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

- D. The Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations).

13. Debarment and Suspension.

A. The Contractor certifies by entering into this Contract that neither it nor its principals nor any of its subcontractors are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Contract by any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this Contract means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Contractor.

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

14. Default by State.

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

15. Disputes.

A. Should any disputes arise with respect to this Contract, the Contractor and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.

B. The Contractor agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Contract that are not affected by the dispute. Should the Contractor fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Contractor as a result of such failure to proceed shall be borne by the Contractor.

C. If a party to the contract 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 will submit the dispute in writing according to the following procedure:

1. 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 Contractor 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 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.

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

16. Drug-Free Workplace Certification.

The Contractor hereby covenants and agrees to make a good faith effort to provide and maintain a drug-free workplace. The Contractor will give written notice to the State within ten (10) days after receiving actual notice that the Contractor or an employee of the Contractor in the State of Indiana has been convicted of a criminal drug violation occurring in the workplace. False certification or violation of this certification may result in sanctions including, but not limited to, suspension of contract payments, termination of this Contract and/or debarment of contracting opportunities with the State for up to three (3) years.

In addition to the provisions of the above paragraphs, if the total contract amount set forth in this Contract is in excess of \$25,000.00, the Contractor hereby further agrees that this Contract is expressly subject to the terms, conditions, and representations of the following certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. No award of a contract shall be made, and no contract, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the Contractor and made a part of the contract or agreement as part of the contract documents.

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

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the Contractor's workplace, and specifying the actions that will be taken against employees for violations of such prohibition;
- B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Contractor's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace;
- C. Notifying all employees in the statement required by subparagraph (A) above that as a condition of continued employment, the employee will (1) abide by the terms of the statement; and (2) notify the Contractor of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;
- D. Notifying the State in writing within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction;

- E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) taking appropriate personnel action against the employee, up to and including termination; or (2) requiring such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state or local health, law enforcement, or other appropriate agency; and
- F. Making a good faith effort to maintain a drug-free workplace through the implementation of subparagraphs (A) through (E) above.

17. Employment Eligibility Verification

The Contractor affirms under the penalties of perjury that he/she/it does not knowingly employ an unauthorized alien.

The Contractor shall enroll in and verify the work eligibility status of all his/her/its newly hired employees through the E-Verify program as defined in IC 22-5-1.7-3. The Contractor is not required to participate should the E-Verify program cease to exist. Additionally, the Contractor is not required to participate if the Contractor is self-employed and does not employ any employees.

The Contractor shall not knowingly employ or contract with an unauthorized alien. The Contractor shall not retain an employee or contract with a person that the Contractor subsequently learns is an unauthorized alien.

The Contractor shall require his/her/its subcontractors, who perform work under this contract, to certify to the Contractor that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Contractor agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor.

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

18. Employment Option.

If the State determines that it would be in the State's best interest to hire an employee of the Contractor, the Contractor will release the selected employee from any non-compete agreements that may be in effect. This release will be at no cost to the State or the employee.

19. Force Majeure.

In the event that either party is unable to perform any of its obligations under this Contract or to enjoy any of its benefits because of natural disaster or decrees of governmental bodies not the fault of the affected party (hereinafter referred to as a "Force Majeure Event"), the party who has been so affected shall immediately give notice to the other party and shall do everything possible to resume performance. Upon receipt of such notice, all obligations under this Contract shall be immediately suspended. If the period of nonperformance exceeds thirty (30) days from the receipt of notice of the Force Majeure Event, the party whose ability to perform has not been so affected may, by giving written notice, terminate this Contract.

20. 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 Contract, this Contract shall be canceled. A determination by the Director of SBA that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

21. Governing Laws.

This Contract shall be construed in accordance with and governed by the laws of the State of Indiana and suit, if any, must be brought in the State of Indiana.

22. Indemnification.

The Contractor 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 negligent act or omission of the Contractor and/or its subcontractors, if any, in the performance of this Contract. However, it is expressly understood that Contractor shall not be responsible for damages caused by patients or inmates nor for damage or injury caused by the State, its employees, officers, agents or servants. The State shall **not** provide such indemnification to the Contractor.

State agrees to immediately notify Contractor of all losses or claims for which it will seek indemnity under this agreement. To the extent not inconsistent with State law, State agrees not to incur any cost or expense with respect to any such loss or claim without the approval of Contractor and further agrees to cooperate with Contractor and Contractor's authorized representatives in the investigation, defense and settlement of all such claims.

23. Independent Contractor.

Both parties hereto, in the performance of this Contract, 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 subcontractors of the other party.

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

24. Information Technology Enterprise Architecture Requirements.

While this Contract does not require the Contractor to provide any information technology related products or services to the State, if the Contractor subsequently agrees to provide any information technology related products or services to the State, the Contractor shall comply with all IOT standards, policies and guidelines, which are online at <http://iot.in.gov/architecture/>. The Contractor specifically agrees that all hardware, software and services provided to or purchased by the State shall be compatible with the principles and goals contained in the electronic and information technology accessibility standards adopted under Section 508 of the Federal Rehabilitation Act of 1973 (29 U.S.C. 794d) and IC 4-13.1-3. Any deviation from these architecture requirements must be approved in writing by IOT in advance. The State may

terminate this Contract for default if the Contractor fails to cure a breach of this provision within a reasonable time.

25. Insurance.

A. The Contractor shall secure and keep in force during the term of this Contract, the following insurance coverages, covering the Contractor for any and all claims of any nature which may in any manner arise out of or result from Contractor's performance under this Contract:

1. Commercial general liability, including contractual coverage, and products or completed operations coverage (if applicable), with a minimum liability limit of \$5,000,000 per occurrence unless additional coverage is required by the State. The State is to be named as an additional insured on a primary, non-contributory basis for any liability imparted to Contractor herein arising directly or indirectly under or in connection with this Contract.

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

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

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

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

2. Any deductible or self-insured retention amount or other similar obligation under the insurance policies shall be the sole obligation of the Contractor.

3. The State will be defended, indemnified and held harmless to the full extent of any coverage actually secured by the Contractor in excess of the minimum requirements set forth above. The duty to indemnify the State under this Contract shall not be limited by the insurance required in this Contract.

4. Notice of cancellation of any insurance policies required herein shall be subject to ACORD 25 Certificate of Liability standards, and will be delivered, as applicable, in accordance with policy provisions.

26. Key Person(s).

A. If both parties have designated that certain individual(s) are essential to the services offered, the parties agree that should such individual(s) leave their employment during the term of this Contract for whatever reason, the State shall have the right to terminate this Contract upon thirty (30) days prior written notice.

B. In the event that the Contractor is an individual, that individual shall be considered a key

person and, as such, essential to this Contract. Substitution of another for the Contractor shall not be permitted without express written consent of the State.

- C. Nothing in sections A and B, above shall be construed to prevent the Contractor from using the services of others to perform tasks ancillary to those tasks which directly require the expertise of the key person. Examples of such ancillary tasks include secretarial, clerical, and common labor duties. The Contractor shall, at all times, remain responsible for the performance of all necessary tasks, whether performed by a key person or others.

Key person(s) to this Contract is/are: Tracy Tomkiewicz, Curt Correll, Stacey Puck

27. Licensing Standards.

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

28. Merger & Modification.

This Contract constitutes the entire agreement between the parties. No understandings, agreements, or representations, oral or written, not specified within this Contract will be valid provisions of this Contract. This Contract may not be modified, supplemented or amended, except by written agreement signed by all necessary parties.

29. Minority and Women’s Business Enterprises Compliance.

The Contractor agrees to comply fully with the provisions of 25 IAC 5 and the Subcontractor Commitment submitted to the State. No changes may be made to the commitment without the written approval of the Minority and Women’s Enterprises Division of IDOA. The Contractor’s Subcontractor Commitment will become the MWBE Participation Plan upon execution of this Contract. The Subcontractor Participation Plan will be kept on file at the MWBE offices.

The following MBE’s and WBE’s listed on the Minority and Women’s Business Enterprises Division directory of certified firms will be participating in this Contract. If changes to the MWBE participation plan are approved by the MWBE Division, the current participation plan on file will supersede the subcontractors listed below.

<u>MBE/WBE</u>	<u>PHONE</u>	<u>COMPANY NAME</u>	<u>SCOPE OF PRODUCTS and/or SERVICES</u>	<u>UTILIZATION DATE</u>	<u>PERCENT</u>
MBE	(765) 491-6700	Nutripledge, LLC	Clinical Dietician Services	3/1/2013	3.1%
WBE	(574) 232-6666	Stanz Cheese Company, Inc.	Supplies produce and food products	3/1/2013	5.2%

The Contractor agrees to submit a copy of the agreement entered into between the Contractor and each MWBE subcontractor where the State considered the selection of the MWBE by the Contractor when issuing the procurement award. A copy of each subcontractor agreement must be submitted to the MWBE Division in IDOA within thirty (30) days of the execution of the contract between the Contractor and the State. Failure to provide a copy of the subcontractor

agreements may be considered a violation of this provision and of 25 IAC 5. The Contractor must obtain approval from the MWBE Division before changing the MWBE Participation Plan submitted in connection with this Contract.

In the event of a violation of this provision or of 25 IAC 5, the department shall notify the contractor of the violations and will seek a course of action to correct them. The selected course of action may include the recommendation for the imposition of sanctions for material breach of contract pursuant to 25 IAC 5-7-8. In the event that it is determined that a violation of this rule has occurred, the department may elect to immediately employ one (1) or more of the sanctions found in 25 IAC 5-7-8(b).

If the Contractor is not excluded from future procurements, the actions or inactions of the Contractor with regard to the above will be taken into account in all phases and scoring in future procurements.

30. Nondiscrimination.

This covenant is enacted pursuant to the Indiana Civil Rights Law, specifically including IC 22-9-1-10, and in keeping with the purposes of the Civil Rights Act of 1964, the Age Discrimination in Employment Act, and the Americans with Disabilities Act. Breach of this covenant may be regarded as a material breach of this Contract, but nothing in this covenant shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Contractor or any subcontractor.

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 Contractor covenants that it shall not discriminate against any employee or applicant for employment relating to this Contract with respect to the hire, tenure, terms, conditions or privileges of employment or any matter directly or indirectly related to employment, because of the employee or applicant's: race, color, national origin, religion, sex, age, disability, ancestry, status as a veteran, or any other characteristic protected by federal, state, or local law ("Protected Characteristics"). Furthermore, Contractor certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services.

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

31. Notice to Parties.

Whenever any notice, statement or other communication is required under this Contract, it shall be sent to the following addresses, unless otherwise specifically advised.

- A. Notices to the State shall be sent to:
Indiana Family and Social Services Administration
Division of Mental Health & Addiction
Attention: Kevin Moore, Director
402 W. Washington Street, Room W353
Indianapolis, IN 46207

B. Notices to the Contractor shall be sent to:
ARAMARK Correctional Services, LLC
Attention: David Kimmel, Vice President – Finance
ARAMARK Tower
1101 Market Street, 25th Floor
Philadelphia, PA 19107

32. Order of Precedence; Incorporation by Reference.

Any inconsistency or ambiguity in this Contract shall be resolved by giving precedence in the following order: (1) This Contract, (2) attachments prepared by the State, (3) attachments prepared by the Contractor. All attachments, and all documents referred to in this paragraph are hereby incorporated fully by reference. The following documents are specifically incorporated by reference:

- Exhibit One: Facility Pricing
- Exhibit Two: Performance Requirements and Failure to Perform/Non-Compliance Remedies
- Exhibit Three: Current Master Menu
- Exhibit Four: Alternate Meal Options
- Exhibit Five: Snack Options

33. Ownership of Documents and Materials.

All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the Contractor prior to execution of this Contract, but specifically developed under this Contract for the State shall be considered "work for hire" and the Contractor 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 contract performance by the Contractor, without the prior written consent of the State, is prohibited. During the performance of this Contract, the Contractor shall be responsible for any loss of or damage to 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 Contractor. Any loss or damage thereto shall be restored at the Contractor's expense. The Contractor shall provide the State full, immediate, and unrestricted access to the work product during the term of this Contract.

Notwithstanding the foregoing, to the extent that any of the following were not developed specifically by the Contractor for the State in connection with this Contract, all financial, statistical, operating and personnel materials and information, including, but not limited to, software, technical manuals, recipes, menus and meal plans, policy and procedure manuals and computer programs relative to or utilized in Contractor's business (collectively, the "Contractor's Proprietary Information") are and shall remain confidential and the sole property of Contractor and constitute trade secrets of Contractor. All Contractor Proprietary Information shall be clearly labeled as such. To the extent permitted by applicable law, the State shall keep all Contractor's Proprietary Information confidential and shall use the Contractor's Proprietary Information only for the purpose of fulfilling the terms of this Contract. The State shall not photocopy or otherwise duplicate any materials containing any Contractor's Proprietary Information without the prior written consent of Contractor. Upon the expiration or any termination of this Contract, all materials containing any Contractor's Proprietary Information shall be returned to Contractor.

34. Payments.

All payments shall be made 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 Contractor in writing unless a specific waiver has been obtained from the Indiana Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Contract except as permitted by IC 4-13-2-20.

Claims shall be submitted for reimbursement of costs incurred and payment for services provided in accordance with this Contract. Costs are incurred on the date services are actually provided to the client. Reimbursement and payment shall be based on actual services provided to the client, not on a care plan budget or other merely anticipated services. Claims shall be submitted to the State within sixty (60) calendar days following the end of the month in which services were provided. The State has the discretion, and reserves the right, to **not pay** any claims submitted later than Sixty (60) 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 sixty (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 or semi-monthly basis only. At the time that the final claim is submitted, all unexpended grant funds must be returned to the State.

Claims must be submitted with accompanying supportive documentation generated as designated by the State. Claims submitted without supportive documentation will be returned to the Contractor and not processed for payment. Failure to perform or execute the policies or provisions made in this contract may result in the denial of claim reimbursement.

35. 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.

36. Progress Reports.

The Contractor shall submit progress reports to the State upon request. The report shall be oral, unless the State, upon receipt of the oral report, should deem it necessary to have it in written form. The progress reports shall serve the purpose of assuring the State that work is progressing in line with the schedule, and that completion can be reasonably assured on the scheduled date.

37. Renewal Option.

This Contract may be renewed under the same terms and conditions, subject to the approval of the Commissioner of the Department of Administration and the State Budget Director in compliance with IC 5-22-17-4. The term of the renewed contract may not be longer than the term of the original contract.

38. Severability.

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

39. Substantial Performance.

This Contract shall be deemed to be substantially performed only when fully performed according to its terms and conditions and any written amendments or supplements.

40. 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 Contractor as a result of this Contract.

41. Termination for Convenience.

This Contract may be terminated, in whole or in part, by the State, which shall include and is not limited to the Indiana Department of Administration and the State Budget Agency whenever, for any reason, the State determines that such termination is in its best interest. Termination of services shall be effected by delivery to the Contractor of a Termination Notice at least thirty (30) days prior to the termination effective date, specifying the extent to which performance of services under such termination becomes effective. The Contractor shall be compensated for services properly rendered prior to the effective date of termination. The State will not be liable for services performed after the effective date of termination. The Contractor shall be compensated for services herein provided but in no case shall total payment made to the Contractor exceed the original contract price or shall any price increase be allowed on individual line items if canceled only in part prior to the original termination date. For the purposes of this paragraph, the parties stipulate and agree that the Indiana Department of Administration shall be deemed to be a party to this agreement with authority to terminate the same for convenience when such termination is determined by the Commissioner of IDOA to be in the best interests of the State.

42. Termination for Default.

A. With the provision of thirty (30) days notice to the Contractor, the State may terminate this Contract in whole or in part if the Contractor fails to:

1. Correct or cure any breach of this Contract; the time to correct or cure the breach may be extended beyond thirty (30) days if the State determines progress is being made and the extension is agreed to by the parties;
2. Deliver the supplies or perform the services within the time specified in this Contract or any extension;
3. Make progress so as to endanger performance of this Contract; or
4. Perform any of the other provisions of this Contract.

B. If the State terminates this Contract in whole or in part, it may acquire, under the terms and in the manner the State considers appropriate, supplies or services similar to those terminated, and the Contractor will be liable to the State for any excess costs for those supplies or services. However, the Contractor shall continue the work not terminated.

C. The State shall pay the contract price for completed supplies delivered and services accepted. The Contractor and the State shall agree on the amount of payment for manufacturing materials delivered and accepted and for the protection and preservation of the property. Failure to agree

will be a dispute under the Disputes clause. The State may withhold from these amounts any sum the State determines to be necessary to protect the State against loss because of outstanding liens or claims of former lien holders.

D. The rights and remedies of the State in this clause are in addition to any other rights and remedies provided by law or equity or under this Contract.

43. Travel.

No expenses for travel will be reimbursed unless specifically permitted under the scope of services or consideration provisions. Expenditures made by the Contractor for travel will be reimbursed at the current rate paid by the State and in accordance with the State Travel Policies and Procedures as specified in the current Financial Management Circular. Out-of-state travel requests must be reviewed by the State for availability of funds and for appropriateness per Circular guidelines.

44. Waiver of Rights.

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

45. Work Standards.

The Contractor shall execute its responsibilities by following and applying at all times the highest professional and technical guidelines and standards. If the State becomes dissatisfied with the work product of or the working relationship with those individuals assigned to work on this Contract, the State may request in writing the replacement of any or all such individuals, and the Contractor shall grant such request.

46. State Boilerplate Affirmation Clause.

I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's Boilerplate contract clauses (as contained in the March 2008 OAG/ IDOA *Professional Services Contract Manual*) in any way except for the following clauses:

- 6. Audits – Modified
- 11. Confidentiality of State Information and Security and Privacy of Health Information – Modified
- 12. Continuity of Services – Modified
- 14. Default by State – Modified
- 22. Indemnification – Modified
- 24. Information Technology Enterprise Architecture Requirements – Modified

25. Insurance— Modified

33. Ownership of Documents and Materials – Modified

34. Payments – Modified

44. Waiver of Rights – Modified

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EXHIBIT 1 – FACILITY PRICING
(Effective as of July 1, 2015, except as noted)

DMHA State Hospital Food Service – Meal Pricing

Notes:

1. Pricing to be based upon weekly billing and inclusive of one daily snack for all patients.
2. Billing is to be based on daily census or actual number of meals served, whichever is greater.
3. Double portions shall be billed at a rate of 1.5 times the applicable price per meal (See Page 9, Section 1.5, Sub-section #6.).
4. Meal pricing at Richmond State Hospital, Larue Carter Memorial Hospital, Logansport State Hospital and Evansville State Hospital presumes no use of DOC offender labor. Should any of these facilities begin sustained use of offender labor, rates will be adjusted as mutually agreed upon.
5. Meal pricing at Madison State Hospital presumes the current level of offender labor. Should use of offender labor increase appreciably, meal rates will be adjusted as mutually agreed upon.
6. Pricing to be mutually agreed upon. Additionally, if average meal counts fall below the identified volumes above for more than 30 calendar days, pricing will also need to be mutually agreed upon.

Madison

Daily Meal Count

From	To	Price/Meal
251	300	\$7.11
301	350	\$6.77
351	400	\$6.45
401	450	\$6.14
451	500	\$5.49
501	550	\$5.26
> 550		*

Logansport

Daily Meal Count

From	To	Price/Meal
276	325	\$6.35
326	375	\$6.05
376	425	\$5.75
426	475	\$5.49
476	525	\$5.22
> 525		*

Richmond

Daily Meal Count

From	To	Price/Meal
451	500	\$6.91
501	550	\$6.58
551	600	\$6.27
601	650	\$5.57
651	700	\$5.55
> 700		*

LaRue Carter

Daily Meal Count

From	To	Price/Meal
276	325	\$7.31

326	375	\$6.97
376	425	\$6.64
426	475	\$6.23
476	525	\$5.82
> 525		*

Evansville & EPCC

Daily Meal Count

From	To	Price/Meal
401	450	\$7.49
451	500	\$7.13
501	550	\$6.78
551	600	\$6.32
601	650	\$5.96
> 650		*

* Pricing to be mutually agreed upon.

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EXHIBIT 2 – PERFORMANCE REQUIREMENTS AND FAILURE TO PERFORM/NON-COMPLIANCE REMEDIES

The Contractor must pass the following Performance Requirements during the contract term or the DMHA may apply any of the non-compliance remedies listed in Section 2 below for non-performance. Compliance shall be evaluated by the DMHA or its designee, as well as any other entity authorized by DMHA to determine compliance.

1. Performance Requirements

A. Scope of Operations

1. Within 30 working days of the contract execution, the Contractor must develop and provide a policy and procedures manual governing general dietary operations consistent with DMHA policy and procedures and State and Federal regulations.
2. Within 30 working days of the contract execution, the Contractor must develop criteria for measuring quality of dishware, glassware, and flatware.
3. Within 30 working days of contract execution, the Contractor must complete and inventory of all fixed kitchen equipment with a fair market value of greater than \$300. For each piece of equipment within this valuation parameter, a preventative maintenance schedule must be developed along with the inventory.
4. Within 30 working days of contract execution, the Contractor must develop a plan of action to ensure implementation of and adherence to the recycling process.
5. Upon completion of one (1) four-week menu cycle, the Contractor must conduct a customer survey, in collaboration with the SOF dietician or designee, measuring the quality of meals with the following scale: 1-Excellent, 2-Good, 3-Acceptable, 4-Poor. These surveys will be conducted a minimum of twice per year and shall include a sample size of at least 50% of the current patient population. Should less than 90% of the survey result in excellent, good or acceptable ratings, the Contractor shall develop and implement a plan to improve the meal quality. This plan shall be submitted within 3 business days to both the Superintendent or his/her designee and DMHA and implemented within 10 calendar days. If the survey result does not meet the threshold, the Superintendent or his/her designee can request a new survey as opposed to waiting a full six months for a new menu cycle.

B. Cleanliness and Sanitation

1. All cleaning supplies must meet OSHA standards. Compliance with the requirement will be rated either pass or fail as determined by audit.
2. Material Safety Data Sheets (MSDS) must accompany all cleaning supplies purchased. The Contractor shall be responsible for maintaining the MSDS and forwarding a copy to each facility's safety hazard manager. Compliance with this requirement will be determined by a random audit.
3. The Contractor must conduct weekly inspections of food service related supplies and equipment. A written and dated report must be saved on file for the DMHA designee to review during the Quarterly Contract Audit. Compliance with this requirement will be determined by a random audit of date submitted and timeliness of inspection.

4. The Contractor must conduct daily inspections of dishware, glassware, and flatware based on qualitative measures approved by the DMHA. Reports must be kept on file in the dietary department upon completion. .
Compliance of this requirement will be determined by a random audit of date submitted and timeliness of inspection.
5. The Contractor shall achieve a "Satisfactory" audit rating from the Indiana State Department of Health (ISDH). An audit shall be deemed "Satisfactory" if no follow up visits are required. The Contractor shall notify the Hospital Superintendent and DMHA Designees in the event of an ISDH audit.
6. Food service areas must meet all Joint Commission Survey and CMS standards for accreditation/re-accreditation regarding food service operations. Any food service deficiencies will require remedy by Contractor in a timely manner.

C. Equipment

1. It shall be the Contractor's responsibility to identify, initiate and supervise all needed repairs to Kitchen and Food Service Equipment by notifying the DMHA of all needed repairs. Repairs must be initiated by the Contractor within 3 business days of the Contractor being notified that the equipment is in need of repair, and must be completed within 10 calendar days, unless the parties agree to a time extension. If the repair is not completed within 60 calendar days from the date of notice, and no time extension has been agreed to, the failure to repair will constitute a breach of contract.
2. Within 3 days of the Contractor being notified that a repair to any kitchen or food service equipment is needed, the Contractor shall prepare a report to the Facility Superintendent indicating a recommendation as to whether the part should be replaced or repaired. Parts that are covered under warranty shall be recommended by the Contractor to be replaced, unless the Contractor provides a statement recommending it would be more cost effective that the part under warranty be repaired instead. If the Facility Superintendent determines that a part or piece of equipment is to be replaced rather than repaired, the Contractor must replace the equipment or part within 10 days of that determination, unless an extension of time is granted by the Facility Superintendent.
3. Replacement of Smallwares that is deemed unacceptable by the Facility Superintendent must be replaced by the DMHA, at its own cost, within three working days.
4. All tools must be kept secured by the Contractor's staff. Based upon the individual facility, additional tool protocols including tool inventories and tool audits may be required.

D. Food Preparation

1. All hot food must be served at a temperature greater than 135 degrees Fahrenheit. All cold foods must be served at a temperature of 41 degrees Fahrenheit or less.

2. Failure to Perform/Non-compliance Remedies

A. Areas of Non-compliance

1. Non-compliance with Performance Requirements:

The State monitors the Performance Requirements set forth above, and holds the Contractor accountable for performing responsibilities in

compliance with contract terms. DMHA accomplishes this by working collaboratively with the Contractor and not to impair Contractor stability. DMHA may enforce any of the remedies listed in Section B below if the Contractor is non-compliant with the Performance Requirements.

2. Non-compliance with General Contract Provisions:

The objective of this requirement is to provide the State with an administrative procedure to address issues where the Contractor is not compliant with the Contract. Through routine monitoring and random audit, the State may identify non-compliance issues. If this occurs, the State will notify the Contractor in writing of the nature of the non-compliance issue. The State will establish a reasonable period of time, which shall not be less than three (3) business days, during which the Contractor must provide a written response to the notification. If the Contractor does not correct the non-compliance issue within the time specified in the notice, which shall be no less than ten (10) calendar days from the date of the notification, the State may enforce any of the remedies listed in Section B.1 of this Exhibit.

B. Non-compliance Remedies

In the event that the Contractor fails to meet Performance Requirements set forth in this contract, the State will provide the Contractor with a written notice of non-compliance and may require any of the corrective actions or remedies discussed in sections below. The State will provide written notice of non-compliance to the Contractor within thirty (30) calendar days of the State's discovery of such non-compliance.

If DMHA elects not to exercise a corrective action clause contained anywhere in the contract in a particular instance, this decision must not be construed as a waiver of the State's right to pursue corrective action for future instances of Contractor non-compliance nor does it preclude the assessment of remedies available to the State under this contract for the future non-compliance.

1. Corrective Actions

DMHA may require corrective action(s) when the Contractor has failed to provide the contracted services. The nature of the corrective action(s) will depend upon the nature, severity and duration of the deficiency and repeated nature of the non-compliance. The written notice of non-compliance corrective actions may be instituted in any sequence and include, but are not limited to, any of the following:

- Written Warning: DMHA may issue a written warning and solicit a response regarding the Contractor's corrective action.
- Formal Corrective Action Plan: DMHA may require the Contractor to develop a formal corrective action plan to remedy the breach or any deficiency cited during any audit. The corrective action plan must be approved by DMHA. If the corrective action plan is not acceptable, DMHA may provide suggestions and direction to bring the Contractor into compliance. The Contractor shall submit the corrective action plan to the facility Superintendent or designee within three (3) business days from the date of notification. The Contractor shall implement the corrective action plan within ten (10) calendar days

from the date of notification. The only exception will be upon mutually agreed timeline by the SOF Superintendent and Aramark.

- Performance Payment Withhold: In the event the Contractor is non-compliant with performance standards listed in this contract and corrective actions or remedies have failed to resolve the area(s) of non-compliance, the State reserves the right to withhold fifteen (15%) percent of the monthly invoices for each affected facility until non-compliance issues are remedied. The withhold will be released to the Contractor when the Contractor meets the performance standard(s) as specified in the contract.
- Contract Termination: The State reserves the right to terminate the contract, in whole or in part, should the Contractor fail to comply with any material term or condition of this Contract, and thereafter fail to proceed diligently to cure such noncompliance within the cure period established by this Contract. The State must provide thirty (30) calendar days written notice of its intent to terminate and must set forth the grounds for termination.



EXHIBIT 4 – Alternative Meal Options

Indiana Department of Mental Health Alternative Meal Options

Aramark provides the choice of an alternative meal entrée at every meal to accommodate patient's personal preferences. *All items are not guaranteed to be at every meal.

Breakfast: Choice between cold and hot cereal.

Lunch/Dinner:

Regulars

Choice among daily meat sandwich, peanut butter & jelly sandwich, grilled cheese sandwich, chef salad, or any leftover entrée item.

Lacto-Ovo Vegetarians

Choice among cheese sandwich, peanut butter & jelly sandwich, or vegetarian salad

Vegans

Peanut butter & jelly sandwich or vegan salad with beans

** USDA Juvenile Reimbursed Facilities: When peanut butter & jelly sandwich is selected add 1 oz string cheese =

Peanut butter & jelly sandwich + 1 oz string cheese



EXHIBIT 5 – Snack Options

**Indiana Department of Mental Health
2015 Adult Spring/Summer Menu – HS Snack Options**

Thursday: Low fat chocolate ice cream + fruit drink (1 cup)

Friday: Muffin + 1% milk

Saturday: String cheese + saltine cracker + fruit drink (1 cup)

Sunday: Brownie + 1% milk

Monday*: Peanut butter & jelly sandwich + fruit drink (1 cup)

Tuesday: Chocolate chip cookie + 1% milk

Wednesday: Fresh fruit + yogurt + fruit drink (1 cup)

* For facilities restricting peanut butter, replace peanut butter & jelly sandwich with cheese sandwich

EXHIBIT 6 - SACK MEALS
ADULT SACK MEALS

- 1) Make copies of this menu pattern. Do not write on the master menu pattern.
- 2) Record date, counts and menu items served (circle) for each meal on this sheet and at the bottom of the diet sheets.
- 3) Attach to production packet.

Date: _____ Circle Food Items Served

Count: _____ BREAKFAST (To Go Meal)

Fruit Juice (4 oz)	OR	Fresh Fruit (1 each)	OR	Canned Fruit (1/2 cup)
Banana/ Apple Muffin (1/40 cut)				
Bakery Biscuit (1/40 cut)	OR	Enriched Bread (2 slices)		
Margarine pc's (2 each)				
Jelly Packet (1 packet)				
Hard Boiled Egg (1 each)	OR	Peanut Butter (1 oz)		

Count: _____ LUNCH (To Go Meal) OR Count: _____ DINNER (To Go Meal)

Deli Meat (2 oz) with PC Mayonnaise (1 each)	OR	Peanut Butter (2 Tbsp) & Jelly (1oz)	OR	Tuna Salad (4oz total - Prima recipe M3412)
Enriched Bread (2 slices)	OR	Flour Tortilla (6") (2 ea)		
Carrot Sticks or Coins (1/2 cup)	OR	Vegetable of the day (1/2 cup)		
Fresh Fruit (1 each)	OR	Canned Fruit (1/2 cup)		
Dessert of the day (1 ea)				
Graham Crackers (2 pk)				
Water & B12, C, D, E & CA Fruit Drink Packets				

Note: These patterns are intended for regular diets only and provide approximately 2200 calories. Please follow the diet tickets/ load sheets for other medical diet instructions and contact the dietitian if needed. Updated 4.13.15

EXHIBIT 6 - SACK MEALS
YOUTH SACK MEALS

- 1) Make copies of this menu pattern. Do not write on the master menu pattern.
- 2) Record date, counts and menu items served (circle) for each meal on this sheet and at the bottom of the diet sheets.
- 3) Attach to production packet.

Date: _____ Circle Food Items Served

Count: _____ BREAKFAST (To Go Meal)

Fruit Juice (4 oz)	OR	Fresh Fruit (1 each)	OR	Canned Fruit (1/2 cup)
Banana/ Apple Muffin (1/40 cut)				
Whole Wheat Bread (2 slices)				
Margarine pc's (2 each)				
Jelly Packet (1 packet)				
Hard Boiled Egg (1 each)	OR	Peanut Butter (1 oz)		
1% Unflavored, Nonfat Flavored or Unflavored Milk				

Count: _____ LUNCH (To Go Meal) OR Count: _____ DINNER (To Go Meal)

Deli Meat (2 oz) with Mayonnaise Packet (1 each)	OR	Peanut Butter (2 Tbsp) & Jelly (1oz)	OR	Tuna Salad (4oz total – Prima recipe M3412)
Whole Wheat Bread (2 slices) LUNCH ONLY	OR	Flour Tortilla (2 each) DINNER ONLY		
Carrot Sticks or Coins (1 cup)	OR	Vegetable of the day (1 cup)		
Fresh Fruit (2 each – LUNCH 1 ea – DINNER)	OR	Canned Fruit (1 cup – LUNCH, ½ cup - DINNER)		
Dessert of the day (1 each) (DINNER ONLY)				
Graham Crackers (2 pack)				
B12, C, D, E & Calcium Fruit Drink packet (1 each) – DINNER ONLY	OR	1% Unflavored, Nonfat Flavored or Unflavored Milk (LUNCH ONLY)		

Note: These patterns are intended for regular diets only and provide approximately 2200 calories. Please follow the diet tickets/ load sheets for other medical diet instructions and contact the dietitian if needed. Updated 4.13.15

EXHIBIT 7 - IDHNA Master Menu Substitution Guide - PAGE 1 OF 3

Substitutions are only permitted due to production problems and non-delivery of ingredients/food items. Select ONLY another food item from within food groups as indicated. Attention must be given to portion sizes and any special comments indicated.

SUBSTITUTION GUIDE - REGULAR TEXTURE		
Food Group	Menu Items	Special Comments
Breakfast Hot Entrees	1 @ Hard Cooked Eggs (fresh) Fried Egg 3 oz Scrambled Eggs 2 oz Turkey Sausage Links 4 oz Country Gravy 1 oz Turkey Bacon 1 oz Breakfast Sausage 2 TBSP Peanut Butter 1 @ Breakfast Burrito 4 oz Mozzarella Egg Bake 6 oz Scrambled Egg & T. Ham Casserole 1 oz Turkey Ham or Turkey Bologna or Pork Ham	
Breakfast Pantry Entrees	1 @ Biscuit, Coffeecake, Muffin (not as on menu) 1 @ Apple Squares (not as on menu) Croissant Roll (2 @ 1.5 oz) Pancakes (2 @ 2 oz each) 2 @ Waffles 2 @ French Toast 2 @ Bread + 1 each Jelly/Margarine	Cut sizes vary slightly by population. For equivalency, reference the cut size of the item as on the facility's menu.
Cereals	Equal size portions of any of the following: LF Cereals, LF Granola, LF Panna Dry Cereal	
Soups (1 cup)	Tomato Soup Minestrone Soup White Bean Soup Vegetable & Noodle Soup	May also substitute 1/2 @ Starchy Vegetable
Combination Entrees	Chiu Chow Meat, Macaroni & Tomatoes (Goulash) Meat & Noodles in Brown Sauce Lasagna Chicken Alfredo Stuffed Peppers Frito Pie Cheesy Enchilada Casserole Ziti w/ Meat Sauce or Egg w/ Cheese Meat, Macaroni & Cheese (Cheeseburger Casserole) Grandma's Casserole w/ Mashed Potatoes Chicken & Bean Taco Salad Meat & Spaghetti Rice Fajita Meat & Beans Chili w/ Beans Beef Stew / Beef Tips Farmhouse Stew Tuna Melt w/ Cheese on Bun Grilled Turkey & Cheese Sandwich Pizza - 1/32 or 1/16 cut Thick Crust Pizza	May also substitute with Group A or Group C entree as follows: 10 oz Casserole entrée + 1 @ pasta, rice, beans, or potatoes 8 oz Casserole entrée + 3/4 @ pasta, rice, beans, or potatoes 6 oz Casserole entrée + 1/2 @ pasta, rice, beans, or potatoes Replace a combination dish with another combination dish containing similar proportions. I.e. 8.2 Cheeseburger casserole sub would be an 8.2 Spaghetti OR, in other words, a recipe for an 8 oz serving that contains approx. 2 oz cooked weight meat.
Meat Entrees (Group A) Unbreaded	Beef Patties Meatballs Meatloaf Chicken Quarter Pork Chop Pork Loin Roast Roast Beef Steak-Like Beef Pattie Salisbury Steak Sloppy Joe Meat Taco Meat Pizza Burger BBQ Meat Italian Meat Sauce (No Noodles) Buffalo Chicken Oven Fried Chicken Leg Boneless Chicken Breast Chicken Salad Chef Salad w/ Chicken & Egg Lettuce Salad Stroganoff (No Noodles) Creamed Chicken Turkey Breast Sausage Fillet Beef Franks T. Hot Dogs Smoked Turkey Sausage	Portions indicated as cooked weight. (i.e. A) 6.2 Italian Meat Sauce would be substituted with a recipe that contains approximately 2 oz cooked weight meat, i.e. a 6.2 Creamed Chicken * Chop Suey or other soy sauce containing casseroles should NOT be used to substitute for another casserole for those on a Low Tyramine (MAD) Diet

EXHIBIT 7 - IDHHA Master Menu Substitution Guide - PAGE 2 OF 3

Substitutions are only permitted due to production problems and non-delivery of ingredients/food items. Select ONLY another food item from within food groups as indicated. Attention must be given to portion sizes and any special comments indicated.

SUBSTITUTION GUIDE - REGULAR TEXTURE		Special Comments
Meat Entrees (Group B - Breaded)	<ul style="list-style-type: none"> 3 oz Chicken Paddle 3 oz Breaded Fish Portion 4 oz Breaded Chicken Tendrils Corn Dogs (2@) Chicken Nuggets (4@) 3 oz Fish Steaks 3 oz Country Fantic 	
Meat Entrees (Group C - Deli)	<ul style="list-style-type: none"> 3 oz Turkey Bologna 3 oz Turkey Salami # 3 oz White Turkey Roll 4 TBSP Peanut Butter + 1/2 oz Jelly 3 oz Turkey Ham Grilled Cheese Sandwich 3 oz Cheese 1 oz Pork Ham 	# Salami should not be used as a substitute for those on a Low Tyramine (MAOI) Diet.
Breads	<ul style="list-style-type: none"> 1 sl Enriched Bread, Wheat Bread or Garlic Bread 1 oz Dinner Roll 1/2 Hamburger or Hot Dog Bun 1/60 Biscuit (1 oz each) 1/2 Cornbread (HBD = 2 oz) 1 oz Garlic Breadsticks 2 pack Saltine Crackers 1 Flour or Corn Tortillas (6" or 8") 	1 Slice of Bread (approx 1 oz) may also be substituted with 1/2 a Starch or Starchy Vegetable.
Starches	<ul style="list-style-type: none"> Equal size portions of any of the following: <ul style="list-style-type: none"> Rice, Spanish Rice, Yellow Rice or Rice O'Brien Bread Dressing Noodles (Fasta / Spaghetti, Rotini, Rigatoni, Ziti) Noodles O'Brien or Sauteed Noodles or Egg Noodles Pasta Salad or Macaroni Entree Rice with Broccoli and Cheese Sauce 	<ul style="list-style-type: none"> May also substitute Starchy Vegetable of an equal portion size If the original item is listed on the menu as LF or LS, the replacement item must also be LF or LS.
Starchy Vegetables	<ul style="list-style-type: none"> Equal size portions of any of the following: <ul style="list-style-type: none"> Potato Dishes, such as: Mashed, Cajun, Lyonnaise, Parsley, Paprika, Cottage Fries, Potatoes O'Brien, Hash Brown Potatoes, Oven Baked French Fries, Mashed Sweet Potato, Sweet Potato Sticks, Scalloped Potatoes, Oven Stripped/Browned Potatoes, Potato Tots, Potato Salad, BO of Baked Potato = 1 c starchy vegetable Baked Beans Pinto Beans Ranch Beans Black Eyed Peas Wax Beans Corn Green Peas 	<ul style="list-style-type: none"> May NOT substitute Starches for Starchy Vegetables If original item is listed on the menu as LS or LF, the replacement item must also be LS or LF.
Vegetables	<ul style="list-style-type: none"> Equal size portions of any of the following: <ul style="list-style-type: none"> Broccoli Cabbage Summer Squash Zucchini Celery Raw Cucumbers Sugar Snap Peas Cauliflower Stewed Tomatoes Carrots Green Beans Greens (Mustard, Turnip, Collard, Spinach) † Broccoli with Cheese Green Bean Casserole Mixed Vegetables Lettuce Leaf & Tomato Slice Peas & Carrots 	<ul style="list-style-type: none"> Vitamin A sources: Carrots, Greens, Broccoli, Mixed Vegetables, Spinach Vitamin C sources: Broccoli, Cabbage, Greens † Mixed Vegetables is considered 80% Carrots and 40% of any two (2) of the following vegetables: Peas, Corn, Green Beans, Onions, Cauliflower † Greens should NOT substitute for other cooked vegetables for those individuals on a Coumadin (Consistent Vit K) Diet.
Vegetable Salads	<ul style="list-style-type: none"> Equal size portions of any of the following: <ul style="list-style-type: none"> 1 cup Tossed Salad w/ 1/2 oz LF Dressing 1 cup Shredded Lettuce w/ 1/2 LF Dressing 1 1/2 cup Caesar Salad 1/2 Creamy Coleslaw or Calico Coleslaw 1/2 cup Shredded Lettuce, Tomato, Onion, Pickle 1/2 Coleslaw Vinaigrette or Vinaigrette Calico Coleslaw 	

EXHIBIT 7 - IDHHA Master Menu Substitution Guide - PAGE 3 OF 3

Substitutions are only permitted due to production problems and non-delivery of ingredients/food items. Select **ONLY** another food item from within food groups as indicated. Attention must be given to portion sizes and any special comments indicated.

SUBSTITUTION GUIDE - REGULAR TEXTURE		
Fruit	<p>Each of the following is considered 1 serving: 4 oz 100% Fruit Juice (No Grapefruit) 1/2 c Canned Fruit or Applesauce 1 @ Apple (125 ct) 1 @ Banana (160 ct) 1 @ Orange (135 ct) 1 @ Peach or Nectarine (135 ct) 1 @ Pear (138 ct) 1 c Cantaloupe or Honeydew (cubed) 1 1/4 c Watermelon Pieces (slices or cubed) 1/2 c Frozen Apple Slices 3/4 c Blueberries 1 1/4 c Whole Fresh Strawberries 1/2 c Pineapple, Mandarin Orange & Peach Salad 1/2 cup Peaches & Strawberries 17 (3 oz) Small Grapes</p>	<p>Only 100% juice only is permitted</p> <p>Other fruit options may be available seasonally. Refer to the PRIMA Chef's Choice Recipe list for additional items and portion equivalent for 1 serving. Contact your NOSS dietitian with any questions.</p>
Desserts	<p>1 @ 1 oz Cookie from mix 1 @ Pan Cake (1#2) 1 @ Brownie (1#2) 1 @ Fricassee Cake (1#2) 1 @ Reduced Fat Ice Cream 1 @ Sherbet Cup (4 oz) 1/2 c Pudding 1/2 c Bread Pudding 1 @ Pineapple Shortcake (1#2) 1/2 c Apple Kettle Crisp 2 @ Sandwich Cookies</p>	
Gelatin Dessert	<p>1 @ 1 oz Cookie (from mix) 1/2 c Gelatin Dessert with Fruit 1/2 c Gelatin 1 @ Pan Cake (1#2) 1 @ Brownie and other Squares or Bars (1#2) 1/2 c Pudding 2 @ Sandwich Cookies</p>	
Condiments	<p>1/3 oz Ketchup 1/8 oz Mustard 3 oz LFLS Gravy (Tomato, Meatball, Swedish Meatball) 1/2 oz Jelly 1 fl oz Salsa 1 fl oz Cheese Sauce 1/2 oz Breakfast Syrup 1/2 fl oz Chipotle Ranch Dressing/Ranch Dressing 1/2 fl oz Sour Cream 2 fl oz Italian Tomato Sauce 1 oz Sautéed Peppers & Onions 1 fl oz BBQ Sauce 1/2 fl oz Salad Dressing 1/4 oz Whipped Margarine 1/2 oz Scratch Tartar sauce</p>	
Dairy	<p>1 c Fluid Milk 1 oz Cheese # 4 oz Yogurt 1/2 c Cottage Cheese 1 oz String Cheese 1 oz Baked Cheese / 1/2 oz Shredded Cheese 1/2 c Pudding</p>	<p>NELP and OEP facilities: Milk is required when on the menu and may NOT be replaced. Contact your NOSS dietitian for assistance if needed. # Aged Cheeses such as Cheddar, gouda, muenster, or feta should NOT be used as a dairy substitute for individuals on MAOI restricted Diet.</p>
Snacks	<p>1 oz Pretzels 1/2 Turkey Sandwich 1 oz Darden's Peanut Butter Cookie 1 oz Peanut Butter Cookie 2 pack Graham Crackers 1 @ Granola Bar 1/2 PB & Jelly Sandwich (2 TBSP PB, 1 Jelly) 1 @ Apple 1 @ Sherbet Cup (4 oz) 1 oz Tortilla Chips 1 @ Reduced Fat Ice Cream 1 @ Strawberry & Whole Grain Oat Bar (1#2)</p>	<p>** USDA Juvenile Reimbursed Facilities: When peanut butter & jelly sandwich is selected add 1 oz string cheese = Peanut butter & jelly sandwich + 1 oz string cheese</p>

Symbols denote items that may present a food-drug interaction for #MAOI (Low Tyramine) or #Corticosteroid (Corticosteroid Use Kit) Diet. Please note special instructions for these items in right hand column. The substitution list primarily contains only items planned into the Regular Menu and Diet Orders. Additional information, restrictions, and guidelines for making substitutions can be found in the Facility Indiana Diet/Mat NESP - Annual School Lunch Program

NESP - School Breakfast Program

INDIANA DIVISION OF MENTAL HEALTH & ADDICTION
Medical Diet Formulary – Revised 2-25-15

Diet	General Description	Indications
Regular	Provides a balanced diet consistent with RDA's with an average of approximately 2500 calories, 15-20% weekly average-not lower than 12% on any given day protein, no more than 30% fat, 3500 milligrams of sodium/day and an average of 300 milligrams cholesterol and 25 grams of fiber/day (weekly average). <i>Generally healthy adults and youth in accordance with Dietary Reference Intakes (DRIs), Recommended Dietary Allowance (RDAs), and "My Plate" dietary guidelines for a healthy population Youth menu complies with the National School Lunch Program (NSLP).</i>	Generally healthy adults and youth.
Double Portions	Provides double amount of each menu item (snacks and meals).	Underweight
2000 Calorie	Provides approximately 2000 calories/day with consistent carbohydrate pattern for each meal (approximately 50-53% carbohydrate, 15-20% weekly average-not lower than 12% on any given day protein, 30% fat, 2800 mg sodium / day and an average of less than 300 milligrams cholesterol/day	Obesity, diabetes, cardiovascular disease, and weight control.
1800 Calorie	Provides approximately 1800 calories/day with consistent carbohydrate pattern for each meal (approximately 50-53% carbohydrate, 15-20% weekly average-not lower than 12% on any given day protein, 30% fat, 2600 mg sodium / day and an average of less than 300 milligrams cholesterol/day.	Obesity, diabetes, cardiovascular disease, and weight control.
1500 Calorie	Provides approximately 1500 calories/day with consistent carbohydrate pattern for each meal (approximately 50-53% carbohydrate, 15-20% weekly average-not lower than 12% on any given day protein, 30% fat, 2400 mg sodium / day and an average of less than 300 milligrams cholesterol/day	Obesity, diabetes, cardiovascular disease, and weight control.
Low Sodium	Provides no more than 2000 mg sodium and approximately 2500 calories/day unless other calorie level specified.	Cardiovascular disease, renal disease, edema, and hypertension.
High Fiber	Replaces cereal with bran cereal or oatmeal, and fruit juice with fresh or canned fruit-at breakfast. May provide bran cereal with milk as bedtime snack, replacing HS snack, per physician order.	Improved bowel regularity.
Low fiber/Low residue	Refer to facility diet manual or SOF/Nutripledge RD's.	Digestive problems, pre-test diet. Nutripledge RD can be contacted for specifics and work closely with SOF RD & Food Service Director if further dietary modification is medically necessary
Increased Protein	Serves additional item (at least 6 g) of high biological value protein each meal. (e.g. half pint 1% milk, ½ cup cottage cheese, 1 cup yogurt, or item of equivalent protein value)	Higher protein or calcium needs.

EXHIBIT 8 - MEDICAL DIET FORMULARY - PAGE 2 OF 3

Diet	General Description	Indications
Dental Soft	Provides soft, moist (can be whole) foods that are easy to chew. (Refer to Standardized Diet Textures).	Chewing difficulty or eating behaviors that pose a safety risk.
Mechanically Altered	Further modification of Dental Soft diet (generally ground texture). (Refer to Standardized Diet Textures).	Chewing or swallowing difficulty, or eating behaviors that pose a safety risk.
Pureed	Provides foods with a smooth pudding-like consistency. (Refer to Standardized Diet Textures).	Chewing or swallowing difficulty, or eating behaviors that pose a safety risk.
Milk Intolerance	Replaces milk with nutritionally equivalent calcium fortified soy milk. May include other dairy products as indicated per diet order.	Intolerant of all or some dairy products.
Lacto-Ovo Vegetarian	Includes eggs and dairy products. Omits meat, poultry, fish, and gelatin. Substitutions provided to meet protein needs.	Personal preference.
Vegan	Omits all animal products including meat, poultry, fish, gelatin, eggs, dairy foods, and butter. Animal-free replacements are provided to meet protein needs. Replaces milk with nutritionally equivalent calcium fortified soy milk.	Personal preference.
Low Tyramine or MAOI	Avoids fermented vegetables, over-ripe fruits, aged cheeses, and fermented meat and soy products.	Prescribed MAOI or Ensam patch > 6 mg.
Consistent vitamin K or Coumadin	No Greens (e.g., Mustard, Turnip, Collard, Spinach)	Prescribed Coumadin.
BRAT	Bananas, Rice, Applesauce and Toast only. For short-time use (24-48 hours) - orders reviewed and renewed every 24 hours	Diarrhea, gastrointestinal discomfort.
Full Liquid	Provides liquids or semi-solid foods that become liquid at room temperature. Used on a temporary basis (usually <5 days); orders renewed every 24 hours thereafter.	Solid foods not tolerated
Clear liquid	Provides clear liquids in a form that require minimal digestion. For short-time use (24-48 hours) - reviewed and renewed every 24 hours by physician.	Nausea, vomiting, diarrhea, pre- or post-surgical. GI tests
Finger food (Order to specify "with" or "without" Ecotensil)	Food items served that can be easily consumed using a paper, spoon-shaped utensil, disposed of at the end of each meal. <i>Boneless meat (cut to bite size-1/2"x1/2"- leave whole if in sandwich) and other foods as appropriate.</i>	Use of metal or plastic utensils is difficult or unsafe.

EXHIBIT 8 - MEDICAL DIET FORMULARY - PAGE 3 OF 3

Diet	General Description	Indications
Renal (Pre and Dialysis)	Refer to facility diet manual or SOF/Nutripledge RD's.	Acute, Chronic or End-Stage Kidney Disease. Nutripledge RD can be contacted for specifics and work closely with SOF RD & Food Service Director if further dietary modification is medically necessary
Gluten free	Excludes wheat, rye, oats and barley products. Replaces excluded products with nutritionally equivalent items. Refer to facility diet manual or SOF/Nutripledge RD's.	Celiac disease and gluten sensitivity.
Kosher	Follows Jewish dietary restrictions and special observances. Refer to facility diet manual or SOF/Nutripledge RD's.	Religious preference.
Sack Meal	A balanced meal with appropriate foods for a sack meal provided based on the diet order.	To-go meal for patient leaving grounds.
Pre-Packaged Meals	Includes pre-packaged foods ordered by physician during a patient's acute psychiatric condition.	Acute psychiatric symptoms, temporary in nature

*No Salt packets served with meals.

**Exhibit 9: Indiana Division of Mental Health & Addiction
Meal Pattern for Adult Calorie Controlled Diets**

Breakfast	1500	1800	2000
Milk 1%	1	1	1
Meat	1	1	1
Fruit	1	1	1
Starch	2	3	3
Fat	0.5	0.5	0.5

Lunch	1500	1800	2000
Milk 1%	0	0	0
Meat	2	3	3
Vegetables	1	1	1
Fruit	1	1	1
Starch	2	3	4
Fat	0.5	0.5	0.5

Dinner	1500	1800	2000
Milk 1%	0	0	0
Meat	3	3	3
Vegetables	1	1	1
Fruit	1	1	1
Starch	2	3	4
Fat	0.5	0.5	0.5

Evening Snack planned using one of these two patterns

Evening Snack	1500	1800	2000
Milk 1%	1	1	1
Meat	0	0	0
Fruit	0	0	0
Starch	1	1	1
Fat	0	0	0

OR

Evening Snack	1500	1800	2000
Milk 1%	0	0	0
Meat	1	1	1
Fruit	0	0	0
Starch	2	2	2
Fat	0	0	0

Revised 4/16/15

2-25-15 **Exhibit 10 - Standardized Diet Textures – Indiana State Operated Facilities- DMHA - Page 1 of 3**
The textures described below are planned to meet the needs of our population; they DO NOT strictly align with the National Dysphasia Diet (NDD) levels. NDD can be provided when specified and ordered by the physician, and facilitated by the Aramark/Nutrilodge dietitian.

Cut to Bite Size	Dental Soft	Mechanically Altered	Pureed
Food Item Meat, Meat Substitutes, Nuts, Eggs, Cheese & Yogurt	Bread/noodles/desserts – cut to 1"x1" -Canned, tender thin-sliced, or very tender, soft cooked meat/poultry. -Moist fish without bones. -Moist, tender, whole meat moistened with gravy/broth -Moist, tender, meatloaf -All forms of eggs. -Casseroles-Small tender chunks (no larger than ½"x½") of meat, poultry or fish. -Any canned or soft, cooked beans (legumes). -All soft cheeses (includes cottage cheese and ricotta) -Fruited yogurt. -Sandwiches made with soft bread. -Soft, lightly grilled sandwiches -Soft, tender breaded meats. -Pizza-soft crust only. (SOF specific) -Hot dogs/Sausage (SOF specific)	Meats, cheese cube, vegetables, fruits-cut to ½" x ½" -Moist, ground meat, poultry or flaked fish, served with gravy or sauce. -Casseroles with ground meat, rice and soft cooked vegetables-½" x ½" or smaller -Soufflés, custard pie or quiche. -Scrambled, hard boiled (peeled, chopped ½"x½" or smaller) or soft/tender cooked eggs, omelet, quiche. -Tender-cooked pasta with ground meat sauce. -Lasagna-cut in 1" or smaller pieces. -Ground hot dog/link sausage moistened with gravy/broth -Meat substitute, tofu, tuna or egg salad (½" x ½" or smaller) -Well cooked, moist, tender beans (legumes). -Cottage cheese or shredded cheese. -Fruited yogurt. -Pizza-soft crust only- cut in ½" x ½" or smaller pieces (SOF specific). -For sandwiches- Soft bread cut into 1"x1" pieces	-Smooth, pudding-like consistency. (drain excess liquid surrounding pureed food items) -No bones, all meat items, peanut butter, eggs, cottage cheese, fruited yogurt or other items not pureed to smooth consistency.
Peanut butter, pizza and hotdogs/sausage to be state operated facility (SOF)specific	-No tough, dry meats, poultry or fish. - No meats with casings. - No bacon. -No nuts	-No dry, tough or rubbery meat, poultry, fish or eggs. -No cheese slices or cubes. -No bacon.	SOF Specific -Smooth, pudding-like consistency (drain excess liquid surrounding pureed food items)
Peanut butter Vegetables	SOF Specific -All cooked tender vegetables without large seeds or tough skins -Tender whole kernel corn (no corn on the cob). -Tender cooked peas. (no pods)	SOF Specific -Soft, well-cooked vegetables in ½ x ½" inch or smaller pieces. -Vegetables that can be easily mashed with a fork. - Soft, well cooked potatoes (in ½" x ½" pieces or smaller); mashed potatoes. -Ground or creamed corn.	SOF Specific -Smooth, pudding-like consistency (drain excess liquid surrounding pureed food items)

**Items referenced are to be "softened" or "moistened" with menu provided liquids at intake/point of service.

2-25-15 **Exhibit 10 - Standardized Diet Textures – Indiana State Operated Facilities- DMHA - Page 2 of 3**
 The textures described below are planned to meet the needs of our population; they DO NOT strictly align with the National Dysphasia Diet (NDD) levels. NDD can be provided when specified and ordered by the physician, and facilitated by the Aramark/Nutrilodge dietitian.

Food Item	Cut to Bite Size	Dental Soft	Mechanically Altered	Pureed
	Bread/noodles/desserts – cut to 1"x1" -Shredded lettuce, cabbage, or other raw vegetables-short cross cut shred (1/4" wide or smaller) with creamy dressing (e.g. coleslaw) -Sliced (with soft skin) or chopped tomato. -Tender fried potatoes, boiled potato, and tater tots -No crisp cooked vegetables. -No potato skins.	-Tender cooked peas (no pods) -No potato skins or crisp tough potatoes. -No raw vegetables.	-Meats, cheese cube, vegetables, fruits-cut to 1/2" x 1/2" -Tender cooked peas (no pods) -No potato skins or crisp tough potatoes. -No raw vegetables.	-No vegetables with chunks, lumps, seeds or pulp. -No raw vegetables.
Bread & Grains	-Moist, tender bread products. -Soft tortilla -Soft pancakes or French toast -Biscuits, cornbread, soft rolls and pastries/coffee cakes- -**Crackers can be served dry or softened in soup or liquid. -All cooked or ready-to-eat cereals. -Raisin bran. -All tender pasta, rice and grain products. -No waffles -No croutons or toast. -No tough or crusty bread. -No coarse cereal –(e.g. granola) -No bagels	-Soft bread -cut into 1"x1" pieces. -Flour tortilla- cut into 1"x1" pieces. -Soft pancakes, French toast cut into 1"x1" pieces with syrup or sauce -Biscuits, cornbread, soft rolls and pastries/coffee cakes- cut into pieces 1" x 1" or smaller. -**Crackers softened in soup or liquid. -Macaroni /pasta salad (if other ingredients finely chopped). -Lasagna-cut in 1" x 1" or smaller pieces. -Cooked cereal. -** Ready-to-eat cereals, slightly moistened. -Tender cooked pasta (cut in 1" x 1" pieces) or rice in sauce. -No toast or waffles. -No cereals with a coarse texture, seeds, nuts or dried fruit. (No raisin bran).	-Smooth, pudding-like consistency. (drain excess liquid surrounding pureed food items)	

**Items referenced are to be "softened" or "moistened" with menu provided liquids at intake/point of service.

2-25-15 **Exhibit 10 - Standardized Diet Textures - Indiana State Operated Facilities- DMHA - Page 3 of 3**
 The textures described below are planned to meet the needs of our population; they DO NOT strictly align with the National Dysphagia Diet (NDD) levels. NDD can be provided when specified and ordered by the physician, and facilitated by the Aramark/Nutritionist dietitian.

Food Item	Dental Soft Bread/crackers/biscuits - cut to 1"x1" Meats, cheese cube, vegetables, fruits-cut to 1/2" x 1/2"	Mechanically Altered	Pureed
Desserts & Sweets	<ul style="list-style-type: none"> -Moist, tender baked goods, coffee cakes. -No dry cakes, hard cookies, chewy/sticky candy. -No nuts, seeds, coconut, or dried fruit (except raisins or dried cranberries). -No hard ice cream novelties (e.g. drumsticks). 	<ul style="list-style-type: none"> -Moist, tender baked goods, coffee cakes 1" x 1" -No hard cookies, chewy/sticky candy or baked goods. -No nuts, seeds, coconut, or dried fruit, including raisins. -No hard ice cream novelties (e.g. drumsticks). 	<ul style="list-style-type: none"> -Smooth, pudding-like consistency. (drain excess liquid surrounding pureed food items) -Ices or frozen juice bars, gelatin.
Fruits & Juices	<ul style="list-style-type: none"> -Any soft, peeled, chopped fruit (1/2" x 1/2" or smaller). -Ripe banana (whole) -Berries with small seeds. -Pineapple, crushed or tidbits. -Soft melon (1/2" x 1/2" or smaller) -No hard fresh fruits (e.g. apples, pears, etc). -No fresh oranges 	<ul style="list-style-type: none"> -Soft canned, or cooked fruit without skins (diced 1/2" x 1/2" or smaller). -Ripe bananas, diced or mashed -Crushed pineapple. -No grapes, including those in fruit cocktail. -No dried fruit, including raisins and dried cranberries. -No melons (e.g. watermelon, cantaloupe, honeydew, etc) 	<ul style="list-style-type: none"> -Smooth, pudding-like consistency. (drain excess liquid surrounding pureed food items) -Fruit juices without pulp.
Soups	<ul style="list-style-type: none"> -Soups with tender meats, poultry, fish, rice, pasta and vegetables (less than 1/2" x 1/2" size pieces). 	<ul style="list-style-type: none"> -Soups with ground meats, rice, pasta and allowed vegetables (less than 1/2" x 1/2" size pieces). -No soups with whole kernel corn, whole cabbage leaf 	<ul style="list-style-type: none"> -Smooth, pudding-like consistency. (drain excess liquid surrounding pureed food items) -Pureed or strained soup.
Other Foods	<ul style="list-style-type: none"> -Pickle relish. -Thin potato chips without ridges. -Puffed corn snack -No pickle spears or sliced pickles. -No popcorn. -No pretzels. -No tortilla chips, corn chips or chips with ridges 	<ul style="list-style-type: none"> -Puffed corn snack. -Pickle relish. -No sticky foods. (e.g. "gummie bears", caramels) -No pickle spears or sliced pickles. -No popcorn. -No pretzels. -No tortilla chips, corn chips, or potato chips. 	<ul style="list-style-type: none"> -Smooth, pudding-like consistency. (drain excess liquid surrounding pureed food items)

** Items referenced are to be "softened" or "moistened" with menu provided liquids at intake/point of service.

Exhibit 11 - Sample of Division of Mental Health and Addiction Emergency/Contingency Plans

Indiana Division of Mental Health and Addiction

EMERGENCY/CONTINGENCY PLANS

February 2015

Emergency Procedures

The purpose of these procedures is to outline a plan of action for a declared emergency in order to continue to provide meals to the patients. It is the intention of Aramark to provide our regular menu on time unless this becomes absolutely impossible. The on site food service director will work with the facility Superintendent in order to give the most accurate information as to the ability to continue to provide the regular menu.

Aramark will maintain a two week inventory to continually meet the needs of the facility in case of an emergency. This requirement will be inspected quarterly by the Office of Contract Compliance.

We have the unique ability to call upon our parent company, Aramark Corporation for support, equipment and alternative preparation sites, if needed. We are confident that our experience with disasters in the past will be a benefit to the patients that will expect our assistance.

Aramark MANAGEMENT EMERGENCY TELEPHONE NUMBERS

See Attachment # 1

Loss Of Utilities

A short-term contingency menu developed by the Aramark's Dietitian is attached to this document and is designed for service on paper.

Aramark would immediately implement the enclosed three-day menu on disposable dishes until resumption of service (see Attachment # 2). In the event of a longer disruption, the three-day menu could be repeated. Refrigeration would be maintained by the use of state provided refrigeration units. The facility bears the cost of any additional cost incurred during an emergency.

Loss Of Water Supply

In the event of a disruption to the building or city water supply, the following purveyors will supply any needed service to the kitchen. The facility will bear any additional cost incurred during an emergency.

Bulk Bottle Water Purveyor

Sysco

Tom Brooks
Program Sales Manager (317) 216-
9237
Brooks.Tom@indy.sysco.com

Bulk Bottle Water Purveyor continued

Ken Downes
Dir Program Sales 616-
949-3700 (4707)
Downes.Kenneth@grr.sysco.com

Steve Kessler – Director of Program Sales 502-
364-4370
Kessler.steve@lou.sysco.com

Aramark keeps a revolving 2-week minimum food inventory on site.

Loss Of Site

In the event of loss of site due to flood, fire disaster, etc. that requires total evacuation, the facility would communicate with Aramark the location of the patients so proper operations can be established in partnership with the facility.

Loss Of Purveyors

In the event of loss of purveyors, immediate credit for alternate local purveyors would be approved by Aramark Purchasing Department or (1-800-999-8989).

We have selected local suppliers with large backup and reserve capabilities. In the event of a mishap or other disruption, they have the resources and ability to serve our needs with a minimum of inconvenience on our part. They have also assured us of their willingness to deliver at irregular times, if needed. They have provided us with 24-hour telephone numbers to insure meeting our every need.

Labor Disruption

Aramark Employees - In the event of job action by Aramark employees, we would immediately call nearby facility staff until the situation is resolved. This includes both management and line staff. The nearest Aramark employees are located in nearby IDMHA or IDOC facilities.

Inmates (Madison State Hospital) - Aramark would use IDMHA staff to assist in preparation of meals if needed. Department of Corrections Inmates will not assist in food preparation. The facility bears the cost of any additional Aramark labor cost incurred during such an emergency.

CONTINGENCY POLICIES

EVENT	SHORT TERM SOLUTION	LONG TERM SOLUTION
Lockout of Employees	Aramark will have the Front Line Manager, District Manager and other previously screened personnel on call. In the event that sufficient staff is unavailable to produce the menu, the emergency menu* would be used. Aramark will utilize partnerships with nearby agencies to call on.	Advertise for additional personnel.
Emergency of Inmates -- Madison only	Emergency menu* may be used until sufficient staff is available for normal production.	Utilize staff on call and support staff to produce and emergency menu.
Loss of Utilities and/or facilities due to flooding, earthquake, fire, explosion, hurricane, etc.	Depending on the situation, Aramark will utilize an alternate menu* and/or food produced at other facilities in the area. NOTE: Will attempt to use safe food in stock.	Utilize other facilities to make and deliver the meals that are not affected by the emergency.

*See the emergency menu and the 3-day contingency menu for suggestions.

Disturbances

If a disturbance in the facility or serving area requires a removal of personnel, our manager must respond immediately.

- 1) In all instances, the kitchen should be immediately secured.
- 2) Exterior entrances, including loading docks, should be secured.
- 4) Elevators (where applicable) should be returned to the kitchen level and locked.
- 6) The manager should assign responsibilities for emergency procedures in advance. However, everyone without an assignment should stay where they are.
- 7) The facility administration will keep the manager advised of the situation and the lifting of the emergency.

Purchasing Director Duties

1. Works with authorized suppliers to:

- A) insure increased deliveries
- B) set up consignment arrangement for paper with return privileges
- C) develop home numbers of suppliers in case of emergencies

- D) determine union and non-union houses and establish supervisory deliveries
- E) establish a special drop location for supplies, complete with surety bonds, if needed
- F) arrange for special equipment as needed
- G) develop plans for subsequent deliveries
- H) arrange for possibility of helicopter deliveries into area
- I) arrange for latest possible expiration date on milk and bread

2. Arranges for special vehicles as needed.

3. Sets up for outside repair and maintenance if in-house personnel will be on strike.

ATTACHMENT # 1

EMERGENCY TELEPHONE NUMBERS

Support Team	Title	Cell Phone
Jeremy Cline	District Manager	317-709-4417
Heather Duncan	General Manager	765-914-9769
Tracy Tomkiewicz	Vice President Operations	260-417-2220
Kristen Lach	Manager, NOSS	630-271-2937
Julie Dockendorff	Director, NOSS	630-271-2920
Kim Everman	Indianapolis Office Manager	317-396-1900

Account	FSD	Kitchen Phone	Cell Phone
Evansville State Hospital	Heather Nash	812-469-6800 x4150	270-993-3005
Larue D. Carter Memorial Hospital	Derrick Rucker	317-941-4304	317-374-9939
Logansport State Hospital	Cheryl Perkins	574-737-3820	574-252-9623
Madison State Hospital	Lauri Young	812-265-7410	812-599-7709
Richmond State Hospital	Dena House	765-935-9225	765-967-1565

ATTACHMENT #2

Utility Contingency Menu

No refrigeration, steam, or cooking gas – Day 1

Assumes that potable water is available for food preparation.

Attempt to follow this basic menu pattern. Make changes as appropriate to the emergency at hand.

Breakfast

Fresh Fruit or Juice	1 ea. OR 1/2 cup
Dry Cereal	1 cup
Bread	4 slices
Peanut Butter	4 Tbsp.
Jelly	1 oz
**Milk - 2%	8 oz
Sugar Packet	3 each

Lunch

Cheese	(3 oz)
Bread	4 slices
Condiments	2 each
Chips	1 each
Fresh Fruit	1 each
Cookies	3 each
Beverage	8 oz

Dinner

Ham	3 oz
Bread	4 slices
Condiments	2 each
Chips	1 each
Fresh Fruit	1 each
Cookies	3 each
Beverage	8 oz

** Assumes that milk in coolers would be served at the meal following loss of electricity if coolers are kept closed and milk temperatures stay below 40°F. If milk is above 40°F, replace dry cereal with 2 more slices of bread and 2 more Tbsp. of peanut butter. Replace milk and sugar with fruit drink and 1 more jelly.

Utility Contingency Menu

No refrigeration – Day 2

Assumes that potable water is available for food preparation. Assumes that steam and cooking gas are available.

Attempt to follow this basic menu pattern. Make changes as appropriate to the emergency at hand.

Breakfast

Fresh Fruit	1 each
Hot Cereal	1 cup
Donut	1 each
Bread	4 each
Jelly	½ oz
Coffee	8 oz
Sugar Packet	3 each
Salt / Pepper	1 each

Lunch

Spaghetti	1 c
Meatless Sauce	½ c
Cheese	1 oz
Bread	4 each
Fresh Fruit	1 each
Cookies	3 each
Beverage	8 oz
Salt / Pepper	1 each

Dinner

Peanut Butter	4 TBSP
Bread	4 slices
Jelly	1 oz
Chips	¾ oz
Fresh Fruit	1 each
Cookies	3 each
Beverage	8 oz
Salt / Pepper	1 each

Utility Contingency Menu

No refrigeration – Day 3

Assumes that potable water is available for food preparation. Assumes that steam and cooking gas are available.

Attempt to follow this basic menu pattern. Make changes as appropriate to the emergency at hand.

Breakfast

Fresh Fruit	1 each
Hot Cereal	1 cup
Donut (or Coffeecake)	1 each
Bread	2 each
Jelly	½ oz
Coffee	8 oz
Sugar Packet	3 each
Salt / Pepper	1 each

Lunch

Nachos:

Refried Beans	¾ c
Cheese Sauce (dry mix)	2 oz
Tortilla Chips	1 ½ oz
Hot Sauce	½ oz
Canned Jalapenos (if available)	3 sl.
Canned diced tomatoes (drained)	¼ c
Spanish Rice	¾ c
Vegetable	1/2 c
Iced Cake	1 @
Beverage	8 oz
Salt / Pepper	1 @

Dinner

Tuna & Noodles (2 oz)	10 oz
Bread	3 slices
Vegetable	1/2 c
Fresh Fruit	1 @
Cookies	3 @
Beverage	8 oz
Salt / Pepper	1 @

ATTACHMENT # 3

Property of ARAMARK



Revised 4.13.15

SAMPLE EMERGENCY MENU

	DAY 1	DAY 2	DAY 3	DAY 4	DAY 5
B R E A K F A S T	Fresh Fruit 1 each Dry Cereal 1 oz H.C. Eggs 2 each Jelly 1 each Bread 4 each Margarine 1 each 2% Milk 8 oz w/ A&D 8 oz Coffee 3 each Sugar	Fresh Fruit 1 each Dry Cereal 1 oz Donuts 2 each Jelly 1 each Bread 4 each Margarine 1 each 2% Milk 8 oz w/ A&D 8 oz Coffee 3 each Sugar	Fresh Fruit 1 each Dry Cereal 1 oz H.C. Eggs 2 each Jelly 1 each Bread 4 each Margarine 1 each 2% Milk 8 oz w/ A&D 8 oz Coffee 3 each Sugar	Fresh Fruit 1 each Dry Cereal 1 oz T. Ham & Cheese 2 oz / 1 oz Jelly 1 each Bread 4 each Margarine 1 each 2% Milk 8 oz w/ A&D 8 oz Coffee 3 each Sugar	Fresh Fruit 1 each Dry Cereal 1 oz Donuts 2 each Jelly 1 each Bread 4 each Margarine 1 each 2% Milk 8 oz w/ A&D 8 oz Coffee 3 each Sugar
L U N C H	T. Ham & Cheese 2 oz / 1oz Chips 1 pk Fresh Fruit 1 each Bread 4 each Mustard 1 each Cookies 3 each Fruit Drink 16 oz 2% or Skim Milk 8 oz	T. Hot Dogs 2 @ Chips 1 pk Fresh Fruit 1 each Buns 2 each Mustard 1 each Cookies 3 each Fruit Drink 16 oz 2% or Skim Milk 8 oz	Meatloaf 4 oz Chips 1 pk Fresh Fruit 1 each Bun Catsup 1 each Cookies 1 each Fruit Drink 3 each 2% or Skim Milk 16 oz 8 oz	T. Salami & Cheese 2 oz / 1oz Chips 1 pk Fresh Fruit 1 each Bread 4 each Mustard 1 each Cookies 3 each Fruit Drink 16 oz 2% or Skim Milk 8 oz	Hamburger 3 oz Chips 1 pk Fresh Fruit 1 each Bun 1 each Mustard 1 each Cookies 3 each Fruit Drink 16 oz 2% or Skim Milk 8 oz
D I N N E R	Country Pattie 4 oz Mashed Potatoes 1 c Mixed Veggies 1/2 c Bread 3 each Margarine 1 each Cookies 3 each Fruit Drink 16 oz	Fish Square 4 oz Parsley Potatoes 1 c Carrots 1/2 c Bread 3 each Margarine 1 each Cookies 3 each Fruit Drink 16 oz	Turkey 3 oz Rice 1 c Peas Bread 1/2 c Margarine 3 each Cookies 1 each Fruit Drink 3 each 16 oz	Spaghetti & Meat Sauce 10 oz Green Beans 1/2 c Tossed Salad 1/2 c Dressing 1/2 oz Bread 3 each Margarine 1 each Cookies 3 each Fruit Drink 16 oz	Chicken Pattie 4 oz Mashed Potatoes 1 c Greens 1/2 c Bread 3 each Margarine 1 each Cookies 3 each Fruit Drink 16 oz

All entrée portions including casseroles are cooked weight measurements.

Side dish portions including cooked cereals, starches, vegetables, salads and puddings are volume measurements.

Item which typically contain pork and poultry products unless indicated with an asterisk (*).

Imitation cheese with calcium is used.



ATTACHMENT # 4

TRANSPORTATION

In the event of loss site, Aramark would request support from Indiana Department of Correction for both freezer and refrigeration capacities. If unavailable, Aramark would contact our suppliers for both freezer and refrigeration capacities. Facility would bear cost of additional supplier support incurred during emergency.