

OCT 27 2014

20644 LOW



EXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R10/4-06)

Instructions for completing the EDS and the Contract process.

Received

OCT 29 ENT'D

IDOA Contracts

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.

1. EDS Number: A70-5-070653	2. Date prepared: 9/9/2014
--------------------------------	-------------------------------

3. CONTRACTS & LEASES

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

FISCAL INFORMATION

4. Account Number: 61900-30700.573100	5. Account Name: ISDH DOAg Fund
6. Total amount this action: \$1,300,348.50	7. New contract total: 1,300,348.50
8. Revenue generated this action: \$0.00	9. Revenue generated total contract: \$0.00
10. New total amount for each fiscal year:	
Year 2015	\$1,300,348.50
Year	\$
Year	\$
Year	\$

TIME PERIOD COVERED IN THIS EDS

11. From (month, day, year): 10/1/2014	12. To (month, day, year): 9/30/2015
13. Method of source selection:	
<input type="checkbox"/> Bid/Quotation	<input type="checkbox"/> Emergency
<input checked="" type="checkbox"/> RFP# 12-50	<input type="checkbox"/> Other (specify)
<input type="checkbox"/> Negotiated	<input type="checkbox"/> Special Procurement

35. Will the attached document involve data processing or telecommunications systems(s)? Yes: IOT or Delegate has signed off on contract

36. Statutory Authority (Cite applicable Indiana or Federal Codes):
42 U.S.C. 178637. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.)
The vendor administers the Women, Infants, and Children's (WIC) program in St. Joseph County. The Indiana Supplemental Food Program for Women, Infants and Children provides nutritious supplemental foods, nutrition education, breastfeeding support, and health care referrals to women, infants and children up to the age of five who are at nutritional risk and meet federal income guidelines (up to 185% of poverty).38. Justification of vendor selection and determination of price reasonableness:
This entity was awarded the contract through the State procurement bid process, RFP #12-50. Budgets were negotiated by ISDH and the vendor in order to implement containment measures. Funding for staffing is allocated based on participant caseload and funding for supplies is based on a flat rate per participant.

RECEIVED

NOV 05 2014

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

OAG-ADVISORY

40. Agency fiscal officer or representative approval <i>[Signature]</i>	41. Date Approved 10/24/14	42. Budget agency approval <i>[Signature]</i>	43. Date Approved 11/5/14
44. Attorney General/Office approval DH	45. Date Approved 11-5-14	46. Agency representative receiving from AG	47. Date Approved

81605-000

REQUISITION

Ship To: Indiana State Dept. of Health
Data Analysis Team, Workstation #6439
2 N Meridian St, 6th floor Selig Bldg
6E
Indianapolis IN 46204

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

Requisition No.	Date	Required Date	Page
0000026996	10/15/2014		1 of 1
Fund/Account: 61900 / 573100			
Dept Number: 195070			
Project Number: 40010557WPCG015			
Requisition Number: 0000026996			
Requestor: D254619 Wright,Dana-400			
Agency Number: 00400 Department of Health			
Facility:			

MUST COMPLETE FOR ICPR

☐ Print REQ
☐ Streamline Eligible

Line	Item	Description	Quantity	UOM	Unit Price	Ext Amt
Memorial Hospital of South Bend Inc Grant A70-5-070653 10/1/14 - 9/30/15						
1-1		Administrative Grant A70-5-070653	1.0000	LO	58,241.7800	58,241.78
	Vendor:	0000000039 MEMORIAL HOSPITAL OF SOUTH BEND				
2-1		Client Services	1.0000	LO	1,129,022.8300	1,129,022.83
	Vendor:	0000000039 MEMORIAL HOSPITAL OF SOUTH BEND				
3-1		Breastfeeding	1.0000	LO	44,853.8700	44,853.87
	Vendor:	0000000039 MEMORIAL HOSPITAL OF SOUTH BEND				
4-1		Personnel	1.0000	LO	53,323.6300	53,323.63
	Vendor:	0000000039 MEMORIAL HOSPITAL OF SOUTH BEND				
5-1		Fringe	1.0000	LO	14,025.4300	14,025.43
	Vendor:	0000000039 MEMORIAL HOSPITAL OF SOUTH BEND				
6-1		Travel	1.0000	LO	520.9600	520.96
	Vendor:	0000000039 MEMORIAL HOSPITAL OF SOUTH BEND				
7-1		Supplies	1.0000	LO	360.0000	360.00
	Vendor:	0000000039 MEMORIAL HOSPITAL OF SOUTH BEND				
The following UN/CEFACT Unit of Measure Common Codes are used in this document: LO Lot						

Requisition Total \$ 1,300,348.50

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

GRANT AGREEMENT
EDS # A70-5-070653 (WIC-ADMIN)

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

1. Purpose of this Grant Agreement; Grant Funds.

The purpose of this Grant Agreement is to enable the State to award a grant from the State of Indiana's Federally Funded **U.S.D.A. WIC** Fund of **\$1,300,348.50** to the Grantee for eligible costs of the project (the "Project") or services as described in **Attachment A** of this Grant Agreement, which is attached hereto and incorporated herein. The funds shall be used exclusively in accordance with the provisions contained in this Grant and in conformance with 42 U.S.C. § 1786 establishing the authority to make this Grant, as well as any rules adopted thereunder. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with this Grant Agreement to **administer the Special Supplemental Food Program for Women, Infants, and Children ("WIC & WPCG Programs")** in the following counties: **St. Joseph County** as described fully in **Attachment A** and for no other purpose.

The Grantee shall administer a WIC Program within its designated service area pursuant to the United States Department of Agriculture Food and Nutrition Services regulations issued in accordance with 42 U.S.C. § 1786 and all other applicable Federal and State of Indiana laws and rules; Indiana State Department of Health policies and procedures; and the Indiana WIC Program Policy and Procedure Manual, which can be accessed via the Indiana WIC SharePoint home page.

The Grantee shall provide the following direct services to applicants and participants in a manner that ensures maximum access to WIC Program services in any given county within the Grantee's designated service area in accordance with the Indiana WIC policies and procedures: certification, nutrition education, referrals, and check pick up.

The Grantee shall establish and maintain business relations with retail food stores and pharmacies for the redemption of WIC Program checks in accordance with Indiana WIC policies and procedures.

2. Representations and Warranties of the Grantee.

- A. The Grantee expressly represents and warrants to the State that it is statutorily eligible to receive these Grant funds, and that the information set forth in its grant application is true, complete and accurate. The Grantee expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its grant application.
- B. The Grantee certifies by entering into this Grant Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal or state department or agency. The term "principal" for purposes of this Grant Agreement is defined as an officer, director, owner, partner, key employee or other person with primary

management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

C. The undersigned also certifies that it and its principals:

1. Have not within a three year-period preceding this response been convicted of or had a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction; violation of Federal or State anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or Destruction of records, making false statements, or receiving stolen property.
 2. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) terminated for cause or default.
 3. Have not within a three-year period preceding this certification had a one or more public transactions (Federal, State or local) terminated for cause or default.
- D. Where the undersigned is unable to certify to any of the statements in this certification, an explanation shall be attached to this Grant Agreement.

3. Implementation of and Reporting on the Project.

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

4. Term.

This Grant Agreement shall commence on **October 1, 2014**, (the Commencement Date) and shall remain in effect through **September 30, 2015**, (the Expiration Date). In no event shall payments be made for work done or services performed before the Commencement Date or after the Expiration Date.

5. Grant Funding.

- A. The State shall fund this grant in the amount of **\$1,300,348.50**. The approved Project Budget is set forth as **Attachment B** of this Grant Agreement, attached hereto and incorporated herein. The Grantee shall not spend more than the amount for each line item in the Project Budget without the prior written consent of the State, nor shall the Project costs funded by this Grant Agreement and those funded by any local and/or private share be changed or modified without the prior written consent of the State.
- B. The disbursement of grant funds to the Grantee shall not be made until all documentary materials required by this Grant Agreement have been received and approved by the State and this Grant Agreement has been fully approved by the State.

6. Payment of Claims.

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

7. Project Monitoring by the State.

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

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

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

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

8. Audits and Maintenance of Records.

A. Grantee shall submit to an audit of funds paid through this Grant Agreement, and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of three (3) years after final payment, or until the date of the management letter if an audit is performed, for inspection by the State or its authorized designee. Copies shall be furnished to the State at no cost. The Grantee shall comply with the requirements of 7 CFR § 3016.42.

B. If required by applicable provisions of the Office of Management and Budget Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations), or if requested by the State, annually and following the expiration of this Grant Agreement, the Grantee shall arrange for a financial and compliance audit of funds provided by the State pursuant to this Grant Agreement. Such audit is to be conducted by an independent public or certified public accountant (or as applicable, the Indiana State Board of Accounts), and performed in accordance with Indiana State Board of Accounts publication entitled "Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources," and applicable provisions of the Office of Management and Budget Circulars A-133 (Audits of States, Local Governments, and Non-Profit Organizations). The Grantee is responsible for ensuring that the audit and any management letters are completed and forwarded to the State in accordance with the terms of this Grant Agreement. Audits conducted pursuant to this paragraph must be submitted no later than nine (9) months following the close of the Grantee's fiscal year. The Grantee agrees to provide the Indiana State Board of Accounts and the State an original of all financial and compliance audits. The audit shall be an audit of the actual entity, or distinct portion thereof that is the Grantee, and not of a parent, member, or subsidiary corporation of the Grantee, except to the extent such an expanded audit may be determined by the Indiana State Board of Accounts or the State to be in the best interests of the State. The audit shall include a statement from the Auditor that the Auditor has reviewed this Grant Agreement and that the Grantee is not out of compliance with the financial aspects of this Grant Agreement.

- C. The Grantee must provide a copy of its Audit Report to:

Indiana State Department of Health
2 North Meridian Street, Audit Section 2C-99
Indianapolis, IN 46204

- D. The Grantee must use internal controls that assure: 1) the reliability of financial information and records; 2) effectiveness and efficiency of operations; 3) proper execution of management's objectives; and 4) compliance with laws and regulations. Sufficient internal controls include but are not limited to segregation of duties and safeguarding controls over cash, other assets, and information processing.
- E. Upon written demand by the State, the Grantee will repay the State all money paid during any period of time when an audit showed inadequate fiscal documentation.
- F. If the State finds an audit exception, it may set off the amount against current or future allowable invoices, demand a cash payback, withhold payment of current invoices, or avail itself of any combination of the above remedies.

9. Compliance with Laws.

- A. The Grantee shall comply with all applicable federal, state and local laws, rules, regulations and ordinances, and all provisions required thereby to be included herein are hereby incorporated by reference. The enactment or modification of any applicable state or federal statute or the promulgation of rules or regulations thereunder after execution of this Grant Agreement shall be reviewed by the State and the Grantee to determine whether the provisions of this Grant Agreement require formal modification.
- B. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC §4-2-6, *et seq.*, IC §4-2-7, *et seq.*, the regulations promulgated thereunder, and Executive Order 04-08, dated April 27, 2004. If the Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at <http://www.in.gov/ig/>. If the Grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Grant immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under other applicable laws.
- C. The Grantee certifies by entering into this Grant Agreement that neither it nor its principal(s) is presently in arrears in payment of taxes, permit fees or other statutory, regulatory or judicially required payments to the State. The Grantee agrees that any payments currently due to the State may be withheld from payments due to the Grantee. Additionally, payments may be withheld, delayed, or denied and/or this Grant suspended until the Grantee is current in its payments and has submitted proof of such payment to the State.
- D. The Grantee warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Grantee agrees that the State may suspend funding for the Project. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by the State or its agencies, and the State decides to suspend funding to the Grantee, the Grantee may submit, in writing, a request for review to the Indiana

Department of Administration (IDOA). A determination by IDOA shall be binding on the parties. Any disbursements that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.

- E. The Grantee warrants that the Grantee and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Grant Agreement and grounds for immediate termination and denial of grant opportunities with the State.
- F. The Grantee affirms that, if it is an entity described in IC Title 23, it is properly registered and owes no outstanding reports to the Indiana Secretary of State.
- G. As required by IC §5-22-3-7:
 - (1) The Grantee and any principals of the Grantee certify that:
 - (A) the Grantee, except for de minimis and nonsystematic violations, has not violated the terms of:
 - (i) IC §24-4.7 [Telephone Solicitation Of Consumers];
 - (ii) IC §24-5-12 [Telephone Solicitations]; or
 - (iii) IC §24-5-14 [Regulation of Automatic Dialing Machines];in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
 - (B) the Grantee will not violate the terms of IC §24-4.7 for the duration of this Grant Agreement, even if IC §24-4.7 is preempted by federal law.
 - (2) The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee, except for de minimis and nonsystematic violations,
 - (A) has not violated the terms of IC §24-4.7 in the previous three hundred sixty-five (365) days, even if IC §24-4.7 is preempted by federal law; and
 - (B) will not violate the terms of IC §24-4.7 for the duration of this Grant Agreement even if IC §24-4.7 is preempted by federal law.

10. Drug-Free Workplace Certification.

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

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

- A. Publishing and providing to all of its employees a statement notifying them that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is

prohibited in the Grantee's workplace and specifying the actions that will be taken against employees for violations of such prohibition; and

B. Establishing a drug-free awareness program to inform its employees of (1) the dangers of drug abuse in the workplace; (2) the Grantee's policy of maintaining a drug-free workplace; (3) any available drug counseling, rehabilitation, and employee assistance programs; and (4) the penalties that may be imposed upon an employee for drug abuse violations occurring in the workplace; and

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

D. Notifying in writing the State within ten (10) days after receiving notice from an employee under subdivision (C)(2) above, or otherwise receiving actual notice of such conviction; and

E. Within thirty (30) days after receiving notice under subdivision (C)(2) above of a conviction, imposing the following sanctions or remedial measures on any employee who is convicted of drug abuse violations occurring in the workplace: (1) take appropriate personnel action against the employee, up to and including termination; or (2) require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State or local health, law enforcement, or other appropriate agency; and

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

11. Employment Eligibility Verification.

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

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

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

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

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

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

12. Funding Cancellation.

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

13. Governing Law.

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

14. Information Technology Accessibility Standards.

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

15. Nondiscrimination.

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

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

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

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

USDA is an equal opportunity provider and employer.

16. Notice to Parties.

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

A. Notices to the State shall be sent to:

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

B. Notices to the Grantee shall be sent to:

Memorial Hospital of South Bend Inc
ATTN: Margo DeMont
Executive Director
615 North Michigan Street
South Bend, IN 46601-1033

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

17. Order of Precedence.

Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal law or other controlling document described in paragraph 20, below; (2) this Grant Agreement, (3) attachments prepared by the State, (4) RFP # 12-50, (5) Grantee's response to RFP # 12-50, and (6) attachments prepared by Grantee.

18. Termination for Breach.

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

19. Termination for Convenience.

Unless prohibited by a statute or regulation relating to the award of the grant, this Grant Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be

effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

20. Federal and State Third-Party Contract Provisions.

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

21. Additional Payment Terms.

- A. The State disburses grant funds on a cost reimbursement basis. Actual expenditures of authorized costs will be reimbursed monthly by the State upon receipt of duly executed invoices from the Grantee.
- B. All accounts will be closed sixty (60) days after the Expiration Date of this Grant Agreement. Any invoice submitted after sixty (60) days will not be reimbursed by the State.
- C. No expenses for travel will be reimbursed unless specifically permitted under the scope of services or consideration provisions. Expenditures made by the Grantee for travel will be reimbursed at either the current rate paid by the State or the Grantee's rate, whichever is lower, 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 and approved by the State for availability of funds and for appropriateness per Circular guidelines.
- D. The Grantee may request reimbursement for vacation and paid time off ("PTO") leave payouts in accordance with the salaries and fringe section of the Indiana WIC Policy and Procedure Manual, not to exceed that allowed under State Personnel policies. Reimbursement for vacation and PTO leave will be subject to funding availability.
- E. The State will not reimburse the Grantee for severance pay.
- F. The Grantee may request reimbursement for actual hours worked in accordance with the salaries and fringe section of the Indiana WIC Policy and Procedure Manual. Actual hours worked do not include lunch breaks where no work is performed.

22. Amendments.

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

23. Authority to Bind.

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

24. Confidentiality Of State Information.

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

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

25. Disputes.

- A. Should any disputes arise with respect to this Grant, the Grantee and the State agree to act immediately to resolve such disputes. Time is of the essence in the resolution of disputes.
- B. The Grantee agrees that, the existence of a dispute notwithstanding, it will continue without delay to carry out all of its responsibilities under this Grant that are not affected by the dispute. Should the Grantee fail to continue to perform its responsibilities regarding all non-disputed work, without delay, any additional costs incurred by the State or the Grantee as a result of such failure to proceed shall be borne by the Grantee, and the Grantee shall make no claim against the State for such costs.
- C. If a party to the Grant is not satisfied with the progress toward resolving a dispute, the party must notify in writing the other party of this dissatisfaction. Upon written notice, the parties have ten (10) working days, unless the parties mutually agree to extend this period, following the notification to resolve the dispute. If the dispute is not resolved within ten (10) working days, a dissatisfied party shall submit the dispute in writing according to the following procedure:

The parties agree to resolve such matters through submission in writing of their dispute to the Commissioner of the Indiana Department of Administration. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the Grantee and the State within ten (10) working days after presentation of such dispute for action. The presentation may include a period of negotiations, clarifications, and mediation sessions and will not terminate until the Commissioner or one of the parties concludes that the presentation period is

over. The Commissioner's decision shall be final and conclusive administrative decision unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If no reconsideration is provided within ten (10) working days, the parties may mutually agree to submit the dispute to arbitration or mediation for a determination. If a party is not satisfied with the Commissioner's ultimate decision, the dissatisfied party may submit the dispute to an Indiana court of competent jurisdiction.

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

26. Indemnification.

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

27. Independent Contractor.

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

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

28. Licensing Standards.

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

29. Ownership of Documents and Materials.

All documents, records, programs, data, film, tape, articles, memoranda, and other materials not developed or licensed by the Grantee prior to execution of this Grant Agreement, but specifically

developed under this Grant Agreement shall be considered "work for hire" and the Grantee transfers any ownership claim to the State and all such materials will be the property of the State. Use of these materials, other than related to Grant Agreement performance by the Grantee, without the prior written consent of the State, is prohibited. During the performance of this Grant Agreement, the Grantee shall be responsible for any loss of or damage to these materials developed for or supplied by the State and used to develop or assist in the services provided while the materials are in the possession of the Grantee. Any loss or damage thereto shall be restored at the Grantee's expense. The Grantee shall provide the State full, immediate, and unrestricted access to the work product during the term of this Grant Agreement.

30. 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.

31. Remedies Not Impaired.

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

32. HIPAA Compliance.

If this Contract involves services, activities or products subject to the Health Insurance Portability and Accountability Act of 1996 (HIPAA), the Contractor covenants that it will appropriately safeguard Protected Health Information (defined in 45 CFR 160.103), and agrees that it is subject to, and shall comply with, the provisions of 45 CFR 164 Subpart E regarding use and disclosure of Protected Health Information.

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

33. Severability.

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

34. Taxes.

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

35. Waiver of Rights.

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

36. State Boilerplate Affirmation Clause.

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

Additional Payment Terms
Audits and Maintenance of Records
Authority to Bind
Confidentiality of State Information
Disputes
HIPAA Compliance
Implementation of and Reporting on the Project
Indemnification
Independent Contractor
Licensing Standards
Nondiscrimination
Order of Precedence; Incorporation by Reference
Ownership of Documents and Materials
Payment of Claims
Purpose of this Grant Agreement; Grant Funds
Penalties/Interest/Attorney's Fees
Remedies Not Impaired
Severability
Taxes
Waiver of Rights

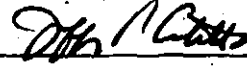
Non-Collusion and Acceptance

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


THE REMAINDER OF THIS PAGE HAS BEEN INTENTIONALLY LEFT BLANK.

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


Accepted By:


JEFFREY P. COSTELLO
CHIEF FINANCIAL OFFICER
MEMORIAL HOSPITAL OF SOUTH BEND, INC.
DATE: 10/6/14


Recommended and Approved By:


JEROME M. ADAMS, MD
STATE HEALTH COMMISSIONER
INDIANA STATE DEPARTMENT OF HEALTH
DATE: 10/24/14

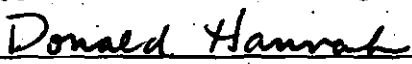
Approved:


JESSICA ROBERTSON
COMMISSIONER
INDIANA DEPARTMENT OF ADMINISTRATION
DATE: 10/29/14

Approved:


BRIAN E. BAILEY
DIRECTOR
STATE BUDGET AGENCY
DATE: 11/3/14

Approved as to Form and Legality:


GREGORY F. ZOELLER
ATTORNEY GENERAL
OFFICE OF THE ATTORNEY GENERAL
DATE: 10 11 . 5 . 14

Attachment A
Local Agency Sponsorship of WIC Services
Scope of Work

I. WIC Program Overview

Congress established the WIC Program in the United States through the Child Nutrition Act of 1966. It was initiated at the federal level in 1968 and in Indiana in 1974. According to the United States Department of Agriculture (USDA) Food and Nutrition Service Agency (FNS), WIC "serves to safeguard the health of low-income women, infants, and children up to age 5 who are at nutritional risk by providing nutritious foods to supplement diets, information on healthy eating, and referrals to health care"

(<http://www.fns.usda.gov/wic/aboutwic/wicataloglance.htm>). WIC is a federal grant program that requires annual authorization of funds from Congress. This means WIC is not an entitlement program that sets aside funds for every eligible participant.

The Indiana WIC Program is designed to provide services to pregnant, postpartum, and breastfeeding women, infants, and children up to the age of five years who are living in Indiana, live at or below 185% of the federal poverty level for income, and are assessed as having at least one nutritional/medical risk factor. The Program provides participants with supplemental nutritious foods, nutrition education and counseling, and health/social service referrals. Indiana WIC participants redeem checks and cash-value-vouchers for prescribed WIC foods at authorized retail food stores or pharmacies. Participants are periodically reassessed for eligibility according to designated timelines.

WIC services:

- ✓ Provide access to nutritious food.
- ✓ Promote healthier eating and physical activity.
- ✓ Support breastfeeding.
- ✓ Offer referrals to health and social services.

The Indiana State Department of Health (ISDH) administers the Indiana WIC Program and contracts with various local agencies around the state to provide local sponsorship of WIC clinics. The contracted agencies include county health departments, not-for-profit hospitals, and social service programs and foundations. The local agency provides services to applicants and participants, maintains fiscal responsibility, works with vendors such as grocery stores and pharmacies, and conducts community outreach. The Indiana WIC Program staff supports local agencies through technical assistance, training workshops, monitoring, and policy and procedures guidance.

II. Funding

The ISDH is awarded federal funds from USDA FNS to implement the Indiana WIC Program. The funds awarded to ISDH are based on the number of eligible participants. The services

provided by the Indiana WIC Program must be completed at no cost to the applicants. The local agency annually submits a Budget Proposal to the Indiana WIC Program for approval. Once the local agency's *Estimated Annual Expenditure Budget* is approved, the Indiana WIC Program initiates a contract with the local agency. Local agencies are provided a time period for budget amendment requests during the federal fiscal year.

A local agency's administrative cost will be considered on an individual basis. Administrative costs include non-direct costs for local agency support staff. The costs may not exceed 10% of the estimated annual expenditure total, minus equipment and contractual. These costs must be justified and if there are shared costs, a cost allocation plan must be submitted.

III. Local Agency Staffing

Local agencies are responsible for all staffing of WIC clinics. The number and type of positions needed depends on the caseload of the clinic. A range of 415 to 450 participants for each full time equivalent (FTE) staff member should be maintained. Each FTE yields 2,080 personnel hours per year. The FTE total includes staff time for all proposed positions. Adjustments may be made for agencies having unavoidable time lost due to staff traveling between clinic sites, agencies performing certifications in hospitals or homeless shelters, or agencies whose personnel policies provide paid leaves of absence for maternity or sick leaves.

The local agency's staffing profile must align with the Indiana WIC Program Staffing Requirements policy.

Clinic staff are not state employees. The Indiana WIC Program establishes the minimum qualifications and local agencies hire WIC clinic staff. The local agencies must establish position qualifications based on the Indiana WIC Program's standard qualifications. Sample job descriptions are also provided by the Indiana WIC Program to assist local agencies in the development of their WIC staff job descriptions. The WIC clinic staff must follow the policies and procedures of the local agency and the Indiana WIC Program. Please see attached Appendix A with WIC clinic staff job descriptions.

WIC Coordinator:

The WIC Coordinator is responsible for managing all aspects of the local WIC program. This position oversees health professionals (CPAs) and other clinic staff, communicates with local agency administration and the Indiana WIC Program staff, manages the budget, resolves clinic and vendor concerns, reviews clinic data, and may also function as a CPA. The WIC Coordinator position must be staffed equal to the number of days the clinic is open. The Coordinator must be present in the clinic during all-scheduled hours up to the limit of the local agency's full time employees. When the Coordinator is scheduled out of the office, another staff person should be designated as the contact person for each clinic site.

CPA:

The CPA is responsible for determining nutrition and medical eligibility of WIC applicants through a nutrition and health assessment. This certification process includes anthropometric and hematologic measurements, completion of a computer application, creation of a food package, nutrition education and counseling, making referrals, and written documentation of the certification and nutrition process. A CPA must be available during all clinic hours. If the CPA is scheduled out of the office, it is the responsibility of the local agency to make arrangements to have the clinic covered with another CPA from the agency.

A qualified Nutritionist is responsible for duties specific to high risk participants and may also serve as a CPA. They are responsible for developing the local agency nutrition education program including completion of the annual Local Agency Nutrition Education Plan and evaluation and maintenance of the local agency nutrition education inventory. All local agencies are required to have access to at least one qualified Nutritionist who is a Registered Dietitian or Master's prepared Nutritionist. An exception must be requested from the State Office.

Breastfeeding Coordinator:

A Breastfeeding Coordinator must meet the qualifications of a CPA, have experience in counseling women about breastfeeding, and meet training requirements. The Breastfeeding Coordinator is responsible for the breastfeeding portion of the Nutrition Education/Breastfeeding plan, Peer Counselor supervision, and ensuring that all pregnant and breastfeeding women are provided nutrition opportunities that promote and support breastfeeding. All local agencies are required to have a qualified Breastfeeding Coordinator.

Clinic Assistant:

The Clinic Assistant is responsible for scheduling individuals for clinic appointments and assisting with the eligibility intake of applicants. The eligibility determination includes screening applicant's identification, residency, and income, and documenting the information in the computer system. Additional job responsibilities include check issuance and security, explaining program benefits, and maintaining clinic records. A Clinic Assistant must be present during all clinic hours when Certifications are being completed to ensure separation of duties. If the CPA is out of the office due to an unscheduled event, then the Clinic Assistant should remain in the clinic to reschedule appointments, answer the telephone, and distribute checks.

Peer Counselors:

The Peer Counselor is a current or previous breastfeeding mother from the WIC participant population. She is trained using *USDA's Loving Support Training* for Peer Counselors and is available to promote and support breastfeeding outside of the usual clinic hours and environment when appropriate. Duties include providing basic breastfeeding information and support to prenatal and breastfeeding mothers, keeping records of all contacts, attending Peer Counselor

meetings, and making referrals to the Breastfeeding Coordinator when encountering problems outside her scope of work.

IV. Services Provided by the Local Agency WIC Program

The local agency provides WIC services to potential applicants and participants. This includes determining eligibility for certifications and recertifications, issuing checks, providing second nutrition education contacts, performing medical data updates for infants and mid-certification health screening for children and exclusively or mostly breastfeeding women.

Certification and Recertification

Certification is defined as the process whereby an individual is determined to be eligible to participate in the WIC Program. The length of time that a participant is potentially eligible for the WIC Program depends on the participant's category. A prenatal woman is categorically eligible and may apply until delivery. A breastfeeding woman is categorically eligible for the WIC Program up to one year after delivery, while a non-breastfeeding postpartum woman is categorically eligible up to six months after delivery. An infant is categorically eligible to apply for the WIC Program up to one year of age after which he/she may qualify as a child and be categorically eligible until the fifth birthday. Even though an individual may be categorically eligible, a certification must occur to determine eligibility for residency, income, and medical/nutritional risk.

A Certification involves a person initially making an appointment with the local clinic. At the appointment, the applicant or parent/guardian would:

- Provide documentation of identity, residency, and income.
- Supply information required by the MIS.
- Sign the WIC Signature Page for Certification to give consent for services, acknowledge participant rights and responsibilities, and accept the terms of the program under the statement of agreement.
- Have a height, weight, and if required, a hemoglobin value obtained.
- Have a nutritional/medical assessment for nutritional risk determination.
- Receive appropriate referrals to health and social service agencies.
- Receive participant-centered services through nutrition education and counseling.
- If eligible, receive checks for prescribed foods, a program booklet, and education on how to use the checks.
- Obtain another appointment for a second nutrition contact in conjunction with check issuance.

Once certified for the WIC Program, there are specific timelines when recertification would occur, and a participant must reapply and be reassessed for eligibility. This is also called a subsequent certification. Participants are notified that the end of their certification period is approaching. A clinic appointment for the recertification is scheduled for the participant and the same procedures are followed as during a certification appointment.

This page has been intentionally left blank.

Check Issuance

If an applicant is found eligible for WIC services, check issuance will occur. Checks are preferably issued for each household for three months at a time. Bi-monthly check issuance may occur to coordinate household check pick-up frequencies. There are specific health, nutrition, and programmatic reasons for issuing checks monthly. An explanation of how to use the checks will occur at least during the participant's initial certification. It is very important that the participant receive education regarding how to use the WIC checks at approved retail stores and the types of food to be purchased with the checks.

Second Nutrition Education Contacts

Based on federal regulations, second nutrition education contacts are required to be scheduled during each certification period. The nutrition education may consist of individual counseling from a health professional for participants having significant medical/nutritional needs. Other participants may benefit from a group setting in which several participants may be present to discuss the information. Second nutrition contacts provide an opportunity for further nutrition education to occur and for follow-up regarding previous counseling suggestions. A second nutrition contact is also a time when breastfeeding education and support may occur.

Mid-Certification Health Screening and Medical Data Updates

A mid-certification screening will be offered to participants during an extended certification to ensure the continuation of health and nutrition services. This includes children, exclusively or mostly breastfeeding women and infants certified before 6 months of age. During this extended certification a nutrition assessment will be made available for participants and will include :

- Anthropometric measurements completed at the mid-certification screening.
- Hematologic testing for breastfeeding women if a low hematologic value exists at certification, for children 1-2 years of age at 15 to 18 months of age, and for children 2-5 years of age once every 12 months with an additional test done 6 months after a previously low hematologic value.
- Brief update of health and dietary assessment including a follow-up of previous nutrition/health goals, new participant concerns, new medical diagnoses, changes in eating patterns/food package and physical activity.
- Immunization follow-up on referrals given at the previous certification to children less than 2 years of age.
- Nutrition education should be offered once per quarter.

A mid-certification screening for an infant certified before 6 months of age is called a medical date update (MDU). Anthropometric measurements for the MDU are completed between 6 to 11 months of age, and the hemoglobin measurement is taken at or after 9 months and before 12 months of age. The MDU involves having the parent/guardian:

- Provide information needed by the MIS.

- Consent to the infant being measured for a height, weight, and if the infant is at least nine months of age, a hemoglobin value.
- Answer questions asked by the Competent Professional Authority (CPA) to assess for additional nutritional/medical risk factors.
- Receive participant-centered services through nutrition education and counseling.
- Receive appropriate referrals.
- Receive checks.
- Obtain another appointment for a nutrition education contact, check issuance, or a recertification appointment.

WIC Clinics

Each local agency will create a clinic environment that maintains the highest levels of friendliness, respect, and helpfulness. Each local agency will display a positive reflection of the Indiana WIC program.

WIC services are routinely provided at a WIC clinic located in a major town or city within each county in which the local agency has been approved to provide services. Some local agencies also provide services at other locations (i.e., homeless shelters, hospitals) within the approved service area. It must be cost effective to maintain locations outside of the WIC clinic.

An important element of the WIC Program is the building where participants are seen. Some WIC clinics are located in an independent building and others occupy a section of a building in conjunction with other services provided by the local agency. The size and room configuration of the WIC clinic depends on:

- The number of people being served.
- The number of staff positions.
- The flow of participants through the clinic.
- The need for confidentiality during income screening, obtaining measurements, and health and nutrition assessment.

The building must be smoke and drug free. Housekeeping must be adequate to maintain sanitation. The building should be kept free of pests and infestations. The local agency is responsible for keeping the clinic well organized and free of extraneous equipment and material.

Physical accessibility of the clinic site location is very important. Clinic site locations must meet the standards of the Americans with Disabilities Act (ADA). This requires reasonable accommodation to individuals with physical impairments and disabilities. Public buildings must have entrances, rooms, restrooms, and hallways that are accessible to persons in wheelchairs. Clinic accessibility is affected by adequate parking space close to the clinic. Parking must be available so children will not be endangered by street traffic while going to or leaving the clinic.

If the clinic site is not accessible to all individuals, including persons with disabilities, a plan must be in place for serving these individuals. A sign must be posted in a public location that is accessible and should include clinic contact information.

Safety and security of the clinic must be maintained for the welfare of staff, participants, and visitors to the clinic. There is always a safety concern for young children in the clinic. Electrical outlets should be covered with safety covers and access to stairwells, electrical boxes, and electrical rooms must be restricted. Large glass fixtures or windows may also cause concern.

The general areas needed by the WIC Program include a receptionist area, waiting room, area to screen income, a room to obtain measurements and hemoglobin, a health/nutrition/breastfeeding assessment/counseling area, a nutrition education class area, and an area for check issuance. There are additional areas needed in the clinic including restroom facilities for staff, participants, and other visitors. A supply room is useful to store forms, a copy machine, breast pumps, and other supplies. It is difficult to provide classes in the waiting room because of constant interruptions. Another room for nutrition or breastfeeding education classes or staff in-services and meetings would be well utilized. A room for breastfeeding privacy and counseling is suggested. WIC agencies may also have a break room for staff.

Computer equipment will be placed in areas where staff schedule appointments, obtain intake information (including income screening), assess health and nutrition status, and issue checks. The receptionist/check issuance area should be large enough to hold desks; chairs; and file cabinets for files, records, and other forms required by the Indiana WIC Program.

The equipment for obtaining measurements and hemoglobins should be located in or close to the room used to screen health and nutrition information. Measurements must be performed in an area providing privacy and confidentiality. For good infection control, it is important that a sink with hot and cold running water be close to where the hemoglobin measurements are obtained so hands can be appropriately washed.

Clinic Flow

Another major determinant of space need is clinic flow. Clinic flow may vary from clinic to clinic; the following graph may provide some clarity:

Applicants may be prescreened for name, address, and category over the phone prior to the appointment to decrease the amount of time needed in the clinic for intake. Applicants should inform staff of their arrival and what services they are to receive. If it is a certification or recertification appointment, the applicants are screened in a private area by the WIC clinic staff for identification, residency, and then for income. This may be a part of the receptionist area, but the screening must not take place in the same room where participants are asked to wait. Prescreening and intake procedures are completed by a Clerical/Clinic Assistant.

The nutrition risk assessment must be completed by a CPA in the CPA's office. Once the CPA identifies nutritional risk and eligibility is confirmed, the CPA proceeds with the nutrition education component of the appointment.

The CPA is responsible for discussing and making adjustments to the food package including tailoring formula amounts for infants and food package amounts for mothers based on their level of breastfeeding. Once the food package is set, either the CPA or the Clinic Assistant will issue the WIC checks, household identification card, and WIC approved food list called a program booklet. Check issuance and an explanation of how to use the checks may occur either in the receptionist area or in the CPA's office. WIC checks are printed through utilization of the MIS. The next appointment can be scheduled using the MIS by either the Clinic Assistant or CPA. Participants usually end their certification in the intake area where the process was initiated.

When participants arrive for a scheduled second nutrition education contact and/or check issuance, they will inform the staff of their arrival and the reason for being present. Participants will receive the second nutrition contact by appropriate WIC staff in a classroom or a CPA office. WIC checks will be issued, if appropriate, after the nutrition education contact is completed and the next appointment scheduled.

Hours of Operation

Clinic hours of operation are determined by the local agency's assigned caseload and number of staff hours. Clinic hours of operation apply to either the only clinic within a single-clinic agency or the largest caseload clinic within a multi-clinic agency. (Caseload is defined as the number of participants that receive at least one WIC check each month.) Clinic hours of operation must allow for access to services by working applicants and participants, individuals living in rural areas, and other applicant needs specific to the area such as serving migrant populations. Clinic hours must be as consistent as possible to avoid confusion for applicants and participants. For example, if a clinic is open on Monday, then each Monday should have the same clinic hours; if a clinic is open only four days a month, then it should be the same four days each month (i.e., 1st, 2nd, 3rd, and 4th Thursday).

Clinic hours of operation include the requirement of providing evening hours for one or more days each week the clinic remains open to accommodate working applicants and participants. On days where evening hours are available, the opening time of the clinic should be adjusted, not just increased, to accommodate for the later hours. For example, if a clinic normally operates from 8:00 a.m. to 5:00 p.m., the hours of operation could be adjusted to 10:00 a.m. to 7:00 p.m.

Lunch breaks must be staggered to allow services to be available through normal lunch hours for participants who find it easier to do business on their lunch hour. A clinic staffed by less than three persons who each receive a one-hour lunch break (i.e., one clerical staff and one CPA staff) may find that staggered lunch breaks are less productive, in terms of scheduling, than closing the clinic for the hour.

When clinics occupy space used by other organizations and require set-up and tear-down, this time is not included in the clinic hours. Staff scheduling to accommodate this process will need to be adjusted so that the open and close times of the clinic reflect available hours for appointments.

The Indiana WIC Program Policy Manual includes a policy on clinic hours with guidelines as follows:

- WIC agencies that have a caseload of less than or equal to 1,500 should be open a minimum of three days a week for a total of 24 hours each week. These clinic sites should not be closed for more than two consecutive days including weekends, since Monday and Friday are the busiest for the WIC Program. Clinic hours for one of the days should have extended hours to at least 7:00 p.m.
- WIC agencies that have a caseload of 1,501-3,000 must be open a minimum of five days a week. Clinics may choose to be open one day a week with extended hours to at least 7:00 p.m. or one Saturday a week for at least four hours.
- WIC agencies that have a caseload of greater than or equal to 3,001 must be open a minimum of five days a week. Clinics may choose to be open two days a week with extended hours to 7:00 p.m. or one day a week with extended hours to at least 7:00 p.m. and one Saturday a week for at least four hours (e.g., 10:00 a.m. to 2:00 p.m.).

Clinic hours should be posted in a location that is visible from the exterior of the building. If posting on the outside of the building is not possible there must be another way to inform applicants of the clinic hours. Scheduled clinic days cannot be closed without prior approval by the Indiana WIC Program. There must be a plan for how clinic services will be met during the proposed closed period. All changes made to the clinic hours and staffing pattern must be submitted in writing to the state Indiana WIC Program office for approval prior to implementing the changes.

Appointment Scheduling

In general, clients should be seen for certifications 15 minutes after the clinic is opened and no more than one hour before the clinic closes. Check issuance can occur up to the time the clinic closes.

Clinic Hours and Staffing Pattern

The form is used to communicate clinic and staffing hours in the WEBA budget and for changes throughout the fiscal year.

Appointments should be evenly distributed over the hours of clinic operation. The spacing of appointments will depend upon the duties of the staff and the number of staff available. Many clinics have a particular pattern for scheduling certification appointments. There is an Indiana WIC Program policy regarding how individuals should receive appointments. New special nutrition risk applicants (pregnant women, infants, and migrants) must be given an appointment within ten calendar days of their request for WIC services. Appointment slots must be designated for these individuals within the clinic calendar. Any unfilled high priority appointments still remaining a day or two before the scheduled clinic date should be offered to other individuals. New applicants who are not designated as at special nutrition risk must be given a certification appointment within twenty calendar days of their requests.

Participant Appointment Reminders

Participants may forget about appointments that are scheduled in advance. This causes down time in the clinics and appointment congestion when participants are rescheduled. To improve participation, local agencies should attempt to remind participants of appointments for certifications and check pick-up. This may prevent rescheduling issues from occurring frequently. Self-addressed postcards, telephone calls, or texting can be used to remind participants approximately one week prior to an appointment.

Equipment

The WIC clinic staff needs standard office equipment to appropriately function within the WIC clinic. The local agency is responsible for providing the following, which can be purchased through WIC funding:

- Adequate number of chairs for the waiting room.
- Desks and chairs for staff.
- Filing cabinets and storage cabinets with locks.
- Equipment for obtaining measurements and hemoglobin data.
- Telephone.
- Document printer.
- Copier.
- Fax machine.

Computers, printers, and other specified equipment noted in Appendix E are required to appropriately provide WIC clinic services. This equipment, software, and maintenance is provided through an ISDH contract and include the following:

- Desktop computers w/ mouse and keypad.
- Computer monitors.
- Laptop computers.
- Check Printer.
- Switch/Hub.
- EPad.

A complete list of equipment, technical specifications, recommended quantities, and funding options can be found in Appendix E.

Measurement Equipment

The measurement equipment includes:

- Pediatric and adult scales to obtain a weight measurement for applicants and participants.
- Recumbent board for obtaining length measurements for infants/young children.

- Non-stretchable measuring tape and Handi-Stat, or a wall measuring board/foot piece, for older children/adults.

All adult and pediatric scales must be inspected annually by state, city, or county inspectors. A list of Weights and Measures Inspectors is listed on the Indiana State Department of Health Web site at <http://www.in.gov/isdh/25082.htm>. This procedure assists with accurate weight measurements. Documentation of the inspection must be available. This may consist of a sticker placed on each scale indicating the month and year of inspection or a written report. If the inspector indicates repairs are needed, then repairs should be made, and a copy of the repair receipt filed.

If a measuring board is mounted to the wall for height measurements, a footboard of equal width must be mounted to ensure accurate measurements. Baseboards or moldings must be removed to allow the heels to touch the wall if a measuring tape is mounted directly on the wall. Additional procedures for weighing and measuring participants are found in the Certification Chapter of the Indiana WIC Program Policy and Procedure Manual.

Hemoglobin value is the most commonly used test to screen for iron deficiency anemia. In Indiana, a HemoCue machine and accompanying Microcuvettes are used to measure the hemoglobin level. The measurement is obtained by utilizing the following supplies:

- Alcohol.
- Sterile gauze squares.
- Self-retracting lancets.
- Adhesive bandages.
- Paper towels.
- Disposable non-sterile medical gloves.
- Heavyweight trash bags.
- Disinfectant products.
- Sharps container.
- Protective and imperviously-backed surface covering material.

Procedures for obtaining a hemoglobin value can be found in the Certification Chapter of the Indiana WIC Program Policy and Procedure Manual. The local agency is responsible for providing training to employees for correct procedures to obtain a hemoglobin value and for using the HemoCue machine.

CLIA Waiver

In order to perform participant hemoglobin testing, the WIC clinic must obtain a Clinical Laboratory Improvement Amendment (CLIA) Waiver, be in compliance with laboratory testing according to CLIA standards, and must submit to CLIA review upon request. To ensure optimal operation of testing equipment, and accurate and reliable test results, temperature and cleaning/disinfectant logs must be maintained in each testing area. Procedures for maintaining temperature and cleaning/disinfectant logs can be found in the Management Chapter of the Indiana WIC Program Policy and Procedure Manual.

Infection Prevention/Universal Precautions

The amount of blood required by the HemoCue machine to measure the hemoglobin level is small, but it is still an invasive procedure. It is the responsibility of all health care workers to protect themselves and others from exposure to blood and other potentially infectious materials that could result in the transmission of bloodborne pathogens that could lead to disease or death. All WIC staff responsible for obtaining the hemoglobin measurement must follow infection control procedures and universal precautions. The local agency must be able to prove that WIC staffs performing hemoglobin screenings are covered under current liability insurance.

The Infection Prevention and Universal Precaution Policy in the Management Chapter, and the Hematological Assessment Policy in the Certification Chapter of the Indiana WIC Program Policy and Procedure Manual outlines specific procedures for infection control, universal precautions, and disposal of supplies. The policies state the following:

- Staff must wear disposable medical gloves, use a new pair for each individual client, and wash their hands with soap and water between each participant and after contact with body fluid. If running water is not immediately accessible, anti-microbial products are an effective alternative if used according to the manufacturer's recommendations.
- Paper scale liners must be used on diaper changing tables, the infant scale, infant recumbent board, and adult scale if the individual being weighed is barefoot. Paper liners must be changed between clients.
- Surfaces subject to contamination must be disinfected after being contaminated by blood or other potentially infectious materials. Cleaning of the work area must be done at the end of every workday. Disinfectant products must be a hospital grade, tuberculocidal product, registered with the EPA, and have a registration number. The product must be used according to package directions. Diluted bleach solution (one part bleach to nine parts water) is an efficient and cost effective method of cleaning desktops, tables, etc. It must be less than 24 hours old to prevent loss of effectiveness over time. Cleaning products must be kept in a safe area, away from children.
- Sharps containers must be used for disposal of used lancets and Microcuvettes and kept in a safe area away from children. The containers must be disposed of when they are three-fourths full following specific procedures.
- Normal trash containers can be used to dispose of soiled waste including gloves, alcohol swabs, gauze, cotton balls, bandages, and other materials containing blood.

The Hepatitis B vaccine and vaccination series must be made available by the local agency to all employees who have occupational exposure to blood and other potentially infectious materials. Employees must sign a waiver form if they choose not to be vaccinated. The local agency employees may later choose to receive the vaccine at no cost to them.

The sponsoring agencies are responsible for annually providing universal precautions training to all employees who have duties that require direct contact with blood or other potentially infectious materials. This training must be provided prior to the employee performing these job duties. Documentation of the employee's in-service attendance must be maintained in the In-

service Education Log. Training, at a minimum, should include a general discussion on bloodborne diseases and their transmission, and proper infection prevention and universal precautions based on the Management Chapter of the Indiana WIC Program Policy and Procedure Manual.

Local agencies must develop a written personnel policy that requires all employees that have direct contact with blood or body fluids to use universal precautions. The policy must outline sanctions, including discipline and dismissal, for failure to use universal precautions. Any sanctions imposed must be documented in the employees' personnel files.

Records and Files

All participant information is entered into the MIS. There are nine paper files that will most commonly be maintained in each local agency:

1. Daily File

This will contain the WIC Signature Page; No Proof Form (Letter C); and Legal Guardian, Foster Parent, Caretaker, Emancipated Minor Form (Letter D) for all participants seen that day. Organization of the Daily File is up to each local agency based on the size of the agency, but it is best organized consistently within the agency.

2. Prescription File

This will contain all prescriptions for special formulas and medical foods. Organization of the Prescription File is up to each local agency, but it must be organized so that prescriptions may be easily found; i.e., alphabetical/chronological; and monthly/quarterly/yearly depending on size of clinic.

3. Ineligible/Termination File

This will contain all ineligible and termination paperwork, which includes the Letter A and Signature Page for each applicant found ineligible and each participant that is terminated.

4. Lost/Stolen Check Replacement File

This will contain all Lost, Stolen, or Destroyed Check Replacement forms (Letter E). Letter E is completed if a participant has lost or stolen checks that are being replaced.

5. Participant Sanctions File

This will contain all Sanctions Due to Program Violations (Letter B) forms. Letter B is completed when a participant commits a program violation. The letter indicates whether the participant was re-educated on proper program protocol or was sanctioned and given notice of the discontinuation of program benefits.

6. Participant Complaint File

This will contain all civil rights and non-civil rights complaints with any follow-up or resolution to the complaints including fair hearing notices and outcome.

7. Release of Information File

This file will contain copies of the signed WIC Release of Information Form or the approved local agency multipurpose release form used by the clinic to release participant information to outside agencies or providers.

8. Subpoena, Search Warrant, Court Order File

This file will contain copies of any Subpoenas, Search Warrants, or Court Orders received by the local agency for the release of participant information or the request for staff appearance in court.

9. Voter Registration Transmittal and Receipt File

This file will contain copies of the Indiana Voter Registration Material Transmittal Form (VRG-9) with the corresponding certified mail receipt or the County Voter Registration Office hand-delivered receipt.

10. Breast Pump Logs

This file will contain the Multi-Use Pump Loan Agreement signed by participants who have been issued a breast pump for the purpose of maintaining breastfeeding. Issuance, assessment, planned follow-up, and return of multi-user electric pumps will be documented in the MIS.

11. Vendor Agreement File

A complete current vendor agreement must be on file for each authorized vendor in the agency service area.

12. Override Approval Log

All checks received from vendors must be logged by number, date, dollar amount, and outcome. Photo copies/images of approved checks and the justification provided by the vendor must be maintained on file for audit purposes.

13. Vendor ID Stamp Log

A log must be maintained to record the issuance of ID Stamps to vendors when initially authorized and the recovery of ID Stamps when authorization is terminated.

14. Vendor Correspondence File

This file will contain copies of vendor correspondence and a log listing the date sent/delivered.

The procedures for using the various forms may be found in the Indiana WIC Program Policy and Procedure Manual. Forms are generated by the MIS or are duplicated by local agency staff from masters that are provided by the Indiana WIC Program. There must be an adequate area to store the forms at the local agency clinic.

15. Records Retention

There are specific records that must be kept for a specified length of time according to CFR Part 246.25 Food and Nutrition Service, USDA Federal Regulations. Records that must be retained for three years beyond the closeout of the federal fiscal year include, but are not limited to:

- Daily file.
- Terminated/Inactive Participant files.
- Ineligible applicant files.
- Lost/Stolen Check Replacement files.
- Participant Sanctions files.
- Participant Complaint files.
- Release of Information files.
- Subpoenas, search warrants, and court orders files.
- In-service Education Attendance records.
- Food instrument issuance records.
- Vendor records.
- Civil rights and fair hearing records.
- Multi-Use Pump Agreement.
- VRG-9.(2 year retention schedule)
- General ledger.
- Time cards.
- Time studies.
- Cost allocation plans.
- Vendor applications.
- Vendor agreements.
- Vendor application approval letters.
- Participant complaints against vendors and follow-up action taken.
- Override approval log, copies of approved checks, and documents justifying approved prices.
- General correspondence to vendors.
- Vendor training announcements.
- Vendor monitoring forms completed by the local agency.
- Pre-authorization reports completed by the local agency.

- Vendor ID stamp log and documents related to issuance.
- Vendor warning letters.
- Vendor training materials and sign-in sheets.
- Documentation of follow-up to participants related to Food Instrument (FI) Rejected for Payment Report.
- Payroll ledger.
- Check register.
- Bank statements.
- Invoices.
- Bills.

Before any Program records may be destroyed by the local agency, written approval from the Indiana WIC Program is needed. Local agency requests must be made using the Request for Disposition of Records Form.

Besides the Federal Regulations, State law requires all participant medical records to be retained for seven years past termination. The Prescription File and the WIC paper charts prior to October 1, 2007, are considered "health records" because they may contain information that includes a diagnosis, treatment, or progress note. Charts of infants and children must be retained seven years past the year of their fifth birthday. The policy on clinic records found in the Management Chapter of the Indiana WIC Program Policy and Procedure Manual includes a chart to assist in determining purge dates so that the correct "paper" charts are selected to be destroyed. Adequate storage areas are needed to maintain these files until they qualify as records that may be destroyed.

Participant Fraud, Abuse, and Sanctions

Sometimes participants may abuse WIC Program benefits that require a sanction to occur. The type and frequency of abuse determines the sanction issued. The Indiana WIC Program Policy and Procedure Manual contains a list of possible abusive actions, the frequency of the offense, the corresponding sanction, and the duration of the sanction. Examples of program abuse includes cashing checks before the "first day to use", no signature on redeemed checks, purchasing non-WIC approved items, etc. The Coordinator must make sure there is adequate evidence documented to sanction participants. Sanctions Due to Program Violations (Letter B) is used to sanction participants. If a tailored Letter B is used, it must be written very objectively and contain a description of the abuse that occurred, the sanction being imposed, the date that any suspension is to be effective, the length of the suspension, the date the participant may return to the clinic to request services, the procedures to request a fair hearing, and the non-discrimination statement. With approval from the State WIC office, a Coordinator may waive the sanction if the sanction would impose a serious health risk to the participant.

Right of Appeal/Discrimination Complaint

WIC applicants or participants have the right to appeal a decision regarding their eligibility, suspension, termination of benefits, or repayment of the value of food benefits. Applicants or participants have 60 days from the date the local agency mails or provides the written

notification of WIC Program denial or termination of benefits to request a hearing. If there is an appeal, there is a process with designated timelines for the local agency staff to follow in the Management Chapter of the Indiana WIC Program Policy and Procedure Manual. It involves up to three levels of review if the applicants or participants are not satisfied with the decisions they receive. The first review involves a fair hearing officer at the local agency level. After a decision is reached, reconsideration can be requested by the applicant/participant to the State WIC Director. A judicial review is the third level of appeal.

Any applicants or participants who feel they have been discriminated against because of race, color, national origin, sex, age, or disability may file a civil rights complaint within 180 days of the alleged discriminatory action. USDA may extend the time limit due to special circumstances. A copy of all discrimination complaints must be sent to the USDA, Office of Adjudication and Compliance, and maintained on file at the local agency. If the basis of the discrimination complaint is because of religion, the applicant/participant may file a complaint, which is sent directly to: Indiana Civil Rights Commission, Indiana Government Center-N103, 100 North Senate Avenue, Indianapolis, IN 46204. The agency must maintain a paper copy of all occurrences.

It is the responsibility of the local WIC clinic to ensure that discrimination does not occur. This is done through training of staff, providing outreach activities to reach minorities, collecting racial/ethnic group data, and appropriately processing civil rights complaints. Civil Rights training must be provided annually to local agency WIC clinic staff. New local agency staff Civil Rights training occurs during the Indiana WIC Program Clinic Services training. The Indiana WIC Program provides annually updated Civil Rights training materials for clinic staff. It is required that the nondiscrimination statement be incorporated into all materials and sources including Web sites that inform applicants, participants, and potentially eligible persons about the WIC program. A "Justice for All" poster must be placed in a prominent location within the clinic, such as the waiting room. The local agency must include activities in the annual publicity and outreach plan that encourages minorities to participate in the WIC Program. Programs that serve a large number of non-English speaking participants should ensure translation resources are available.

The Indiana WIC Program reimburses local agencies for non-English speaking translation resources and for communication needs for the deaf. Reasonable effort should be made to accommodate the communication needs of people who are blind and/or deaf.

Confidentiality

Local WIC agencies must limit the disclosure of information obtained from participants and applicants. There are specific persons designated by Food and Nutrition Service, USDA Federal Regulations, 7CFR Part 246.26(g), that may have access to WIC records. They include:

- The Department (USDA) and the Comptroller General of the United States.
- The chief State health officer must designate in writing the permitted non-WIC uses of the information and the names of the organization to which such information may be disclosed.

All local agency employees, contracted persons, and volunteers must sign an Indiana WIC Program Staff Confidentiality Statement.

Memorandums of Understanding

There are specific state agencies that have a written Memorandum of Understanding (MOU) with ISDH to allow the release of WIC participant information. The Indiana WIC Program state office is responsible for releasing information to agencies with an MOU. The agreements allow participant information to be used by the receiving agency to conduct outreach and establish eligibility in health or assistance programs. This allows WIC clinics the opportunity to provide limited participant information only for the purpose of establishing program eligibility or outreach. The participant must sign the consent for services line on the Indiana WIC Signature Page allowing the information to be released. The information cannot be provided to a third party by the agency entering into the MOU; nor can the agency release information to the Indiana WIC Program, local agency, or WIC clinics. Any information released about a WIC participant to agencies not covered by an MOU must be done using a Release of Information form that is signed by the participant.

Reporting of suspected child abuse or neglect

Federal WIC Regulations allow state law to be followed regarding the reporting of suspected child abuse or neglect. Any reporting should be handled through the local agency's legal counsel or agency director. According to Indiana code IC 31-33-5 Duty to report, IC 31-9-2-14 Child abuse or neglect, IC 31-34-1 Circumstances under which a child is a Child in Need of Services, any reporting of known or suspected child abuse or neglect should be directed to the local Child Services office. The criteria for reporting can be found in the Management Chapter of the Indiana WIC Program Policy and Procedure Manual.

Subpoenas, Search Warrants, and Court Orders

The WIC clinic may release information regarding participants upon receipt of a subpoena, search warrant, or court order following procedures found in the Management Chapter of the Indiana WIC Policy and Procedure Manual. Upon receipt of a subpoena, the WIC clinic is required to notify the Indiana WIC Program. If the Indiana WIC Program determines that the information is confidential and prohibited from being used or disclosed, the local agency will be advised to attempt to quash the subpoena through the local agency's legal counsel. If the Indiana WIC Program determines that disclosing the confidential information is in the best interest of the program, the local agency will be instructed to comply with the subpoena through the local agency's legal counsel following procedures found in the Management Chapter of the Indiana WIC Program Policy and Procedure Manual. Upon receipt of a search warrant or court order, the local agency must notify the Indiana WIC Program and follow procedures found in the Management Chapter.

Health Information Portability and Accountability Act

The WIC Program is not covered under the Health Information Portability and Accountability Act (HIPAA). The Indiana WIC Program, local agencies, and WIC clinics are required to comply with the regulations of the USDA, including those focused on the protection of WIC applicant and participant confidentiality. Once applicant or participant information is included in WIC files, WIC confidentiality protections are attached to the information. It is possible that WIC confidentiality protections are more stringent than HIPAA requirements, and thus, further protect applicant and participant information. Local agencies affected by HIPAA regulations may want to consider evaluating whether or not to declare the agency "hybrid entities" to allow compliance for HIPAA-covered entities while the WIC program would remain a non-covered entity and would continue to follow WIC confidentiality requirements.

Annual Plans

There are plans and policies that need to be maintained by the Coordinator. The WIC staff may assist with carrying out some of the plans, which include:

1. Community Promotion Plan

The Coordinator must develop an annual Publicity and Outreach Plan and record ongoing promotional activities. The plan must include targeting high priority participants and special populations that would greatly benefit from WIC services. As the activities are completed, the date and name of the staff person completing the activity must be entered on the Plan. As a component of the Publicity and Outreach Plan, a current directory of local referral agencies must be available for staff to use.

2. In-service Education Plan for local WIC clinic staff

The Coordinator must include annual Civil Rights training and Universal Precaution Procedures training in the plan. Continuing education, staff meetings, and policy updates should also be included in the plan. WIC staff may initiate suggestions for in-services. An In-service Attendance Roster is required to list the date of the in-service, the topics that were addressed, and the staff in attendance.

3. Nutrition Education Plan

Federal Regulations require each state to have a Nutrition Education Plan. The plan is a part of state and local program planning. It consists of a local clinic action plan for providing nutrition education in the clinic, an overall goal, outcome objectives for focus areas, an action plan for each objective, and an evaluation for tracking each objective. The Local Clinic Nutrition Education Action Plan describes local agency special initiatives for the new fiscal year and the scope of nutrition education activities provided by local agencies. The clinics record their Nutrition Education Plan results on SharePoint. Each WIC clinic documents nutrition contacts in the MIS tracking data. The Coordinator ensures that clinic staff document the correct information into the MIS.

Annual Documents

There are several documents that need to be updated by the Coordinator. These include:

1. Physician Agreements

The agreements are needed for participants who do not have a physician. One of the requirements for establishing a WIC Program is that the agency has a linkage with health services for all categories of WIC participants. The local agency must have agreements with physicians and/or clinics that are willing to accept referrals of WIC participants and provide health care services. There must be a sufficient number of agreements signed in order to include referrals for all participant categories and to provide adequate coverage for the area served by the local agency WIC Program. Local agencies that operate their own healthcare clinic where pediatric and/or prenatal care are provided are allowed to opt out of the agreements provided all areas served may be addressed without additional agreements for services. The agreements must be updated annually.

2. Standing Orders

Standing orders are required to cover procedures that normally fall under the practice of a physician. This would include pricking of fingers/toes for hematological measurements, height and weight measurements, and changing of standard contract infant formulas. The job title of the person performing blood work must be listed in the standing orders. The orders must be signed annually by the Health Officer or the Medical Consultant for the WIC clinic.

3. Medical Consultant Agreement

The WIC staff may need to utilize a physician for consultation purposes as questions arise. A Medical Consultant Agreement must include the effective date, the physician's name and address, the physician's signature, and appropriate responsibilities. Local health departments that are local agencies can have the health officer as the medical consultant and are not required to maintain a written agreement. Other agencies may have the physician who signs the standing orders or another physician in the community designated as the medical consultant. The agreement must be updated every two years.

Local Agency Policies

The Coordinator may develop additional local agency policies within the guidelines of the Indiana WIC Program Policy and Procedure Manual. The policies must be approved by the Indiana WIC Program and must not duplicate or conflict with any state WIC policy or procedure, federal regulations, or state law. Policies may vary from one WIC clinic to another unless they are sponsored by the same local agency. Clinic policies must be reviewed and updated annually by the WIC Coordinator. The date the policies were reviewed and the name or initials of the

Coordinator reviewing the policies must be recorded. The following policies must be written by the Coordinator and implemented in each WIC clinic within the local agency:

- Employee sanctions for noncompliance with Infection Control and Universal Precautions Procedures.
- Inclement Weather policy. Procedures to take place if clinic must be closed due to weather.
- Cost Allocation Plan policy for Shared and/or Indirect Cost.
- Procurement policy.

Performance Appraisals

Performance evaluations are strongly encouraged by the Indiana WIC Program. This process sets goals and expectations and then evaluates an employee's ability to meet job criteria. The WIC Coordinator should follow the local agency policy concerning staff evaluations.

Farmers' Market Nutrition Program (FMNP)

Local agencies may elect each year to participate in the FMNP. FMNP distributes checks to WIC participants that may only be redeemed at farmers' markets for the purchase of fresh fruits and vegetables. The FMNP season runs from June through September 30. Local agencies must notify the state agency no later than April 1 if they intend to participate in that FMNP season.

Coordination of Services

It is part of a Coordinator's responsibilities to work with other agencies in the community. The coordination of services help participants access services in a timely manner with limited duplication of information or effort. Coordination with other local health or community action programs not already covered by an Indiana WIC Program MOU should be written into a local clinic MOU. This information may be found in the Management Chapter of the Indiana WIC Program Policy and Procedure Manual.

Immunization

The Indiana WIC Program continues to work in conjunction with the ISDH Immunization Program to ensure that children in need of immunizations are referred to a provider or clinic.

Motor Voter

The Indiana WIC Program is also considered, under the National Motor Voter law and Indiana Code, to be an agency responsible for offering voter registration. Both activities are explained in the Management Chapter of the Indiana WIC Policy and Procedure Manual.

Homeless Agreements

Some WIC participants may be homeless. They may be living in various places including homeless shelters. The WIC Program must ensure that participants living in a homeless facility have access to WIC foods, nutrition education, and checks.

There is a Homeless Facility Letter and Response Form that should be sent to new or existing homeless facilities that serve potentially WIC eligible individuals. The form should be completed by the homeless shelter administrator and returned to the WIC Coordinator. The form must be updated every two years. The form is located in the Management Chapter of the Indiana WIC Policy and Procedure Manual.

State Staff Support

The Indiana WIC Program staff are available to answer local agency and WIC clinic questions regarding the operation of the WIC Program. State WIC staff are assigned specific WIC areas based on their expertise. The areas include clinic issues, vendors, breastfeeding, nutrition education, Farmers' Market, financial information, and management information system.

Communication from the State

Correspondence from the Indiana WIC Program is received by local agencies and WIC clinics via telephone, fax, face-to-face visits, e-mails, SharePoint, the ISDH Web site, and conference calls. Local agencies and WIC clinics must be capable of receiving all forms of desired communication from the State by providing telephone and fax numbers to the State on the SharePoint site. Each WIC employee should have an assigned e-mail address with the local agency domain to facilitate communication via e-mail. The local agencies and WIC clinics must provide internet access to WIC employees to facilitate communication via SharePoint.

State Provided Training

The Indiana WIC Program staff provides three trainings for new WIC clinic staff. They include:

1. Clinic Services Training

This training covers the entire certification process, MIS, Civil Rights, and customer service. The information is presented to all staff positions to provide an appreciation of each employee's importance as part of the WIC team. The training is conducted over two days at a site chosen by the Indiana WIC Program staff. On-line training is offered as an alternative to on-site training.

2. Nutrition Education

This training is for the CPAs and Coordinators. The topics include measurements, hemoglobin value, universal precautions, nutrition assessment, risk factors, breastfeeding, food prescriptions, participant-centered nutrition services, nutrition education classes, and individual nutrition education contacts. The training is conducted over two days at a site chosen by the Indiana WIC Program staff.

3. Coordinator training

This training focuses on the responsibilities specific to the Coordinator's job. Staff assigned to the Vendor, Nutrition and Clinic Services, and Finance sections of the Indiana WIC Program arranges separate training days to meet one-on-one with new Coordinators at the local agency. A written notice from the Indiana WIC Program Director welcoming the new Coordinator is sent within a few days of their start.

Dates for the sessions are announced through correspondence from the Indiana WIC Program sent to WIC clinics. It is required that new WIC clinic staff attend the appropriate training sessions within the time specified in the Management Chapter of the Indiana State WIC Program Policy and Procedure Manual.

State Policies

The Indiana WIC Program is responsible for establishing policies and procedures that ensure the operation of the WIC clinics complies with federal regulations that govern the WIC Program. These policies are developed at the state level with review and approval by the staff of the Midwest Regional Office for Special Supplemental Nutrition Programs. The Indiana WIC Program Policy and Procedure Manual contains guidelines addressing certification, food package, check issuance, finance, nutrition education, civil rights, management, and breastfeeding. The state WIC office posts updates and revisions to the Manual on SharePoint. WIC Coordinators are responsible for providing staff with access to a current Manual, either in hard copy or on-line.

Computer Maintenance

The MIS is utilized for scheduling, participant certifications/recertifications, nutrition education documentation, transfers, medical data updates, check issuance, and reports. The system has various procedures that must be followed to maintain the system.

A training manual is available for new staff to review the basic functionality of the computer system to complete a certification and other key functions. The state WIC office should be contacted when new staff needs to complete this MIS training.

Check Stock Monitoring

Measures must be taken to monitor the blank check stock that is used for printing checks and cash-value vouchers. The coordinator is responsible for ordering the blank check stock and knowing the amount needed for the agency.

Separation of duties and conflict of interest with issuing checks is required under the Food and Nutrition Service, USDA Federal Regulation, 7 CFR 246.4 (a)(26)(i)(ii)(iii) to prevent fraud. Three situations are addressed in Separation of Duties; they are as follows:

- A clerk and a CPA must be present to avoid conflict of interest in determining eligibility for all certification criteria and issuance of food checks for the same person.
- An employee cannot certify or issue checks to themselves, relatives, or close friends.
- A list must be maintained by the local agency of WIC employees and relatives or dependents of WIC employees who are receiving WIC.

Reports

Data collection provides the basis upon which to evaluate WIC Program services. Because the reports generated from data collection procedures are used for Program evaluation, it is imperative that data entered into the computer system be accurate.

A number of computer reports are provided by the MIS. Several reports are received only by the Indiana WIC Program.

Reports are provided to each local WIC Coordinator for use in Program management. Through these reports the Coordinator can monitor enrollment (the number of individuals who were enrolled at any given time during the report month), participation (the number of persons who have picked up checks for use during the report month), check pick-up distribution, formula issuance, referral rates, and other Program trends or agency efficiency.

Quality Assurance

The Indiana WIC Program Nutrition and Clinic Services staff and Vendor Management staff conduct biennial comprehensive reviews for local agencies. The reviews include an exit interview to review the findings found during the review with the appropriate local agency administrative staff. The local agency will be sent a letter detailing strengths and the current review findings/recommendations. The local agency will have 45 days to respond in writing with actions that have been/will be taken to implement the recommendations. The appropriate consultant will review the local agency response letter and provide a follow-up letter.

Vendors

Participants obtain their prescribed WIC food through a retail food delivery system. This system includes grocery stores, pharmacies, and Riley Hospital (for PKU formula). Pharmacies are needed to supply formula not available through food stores. Participants are provided a list of the authorized

retail food stores that accept WIC checks after they are certified. The stores must be authorized by the Indiana WIC Program in order to accept WIC checks. WIC Coordinators or a designee must complete the following:

- Establish three-year vendor agreements using the list of approved vendors provided by the Indiana WIC Program.
- Assist vendors when needed with clarification on vendor policies and procedures for redeeming checks.
- Assist participants that experience difficulty using their checks or finding special foods/formula.
- Provide warning letters to vendors as directed by the Indiana WIC Program or upon discovery of violations in order to maintain program accountability and integrity.
- Maintain and provide documentation on vendor activities for State review such as vendor agreements, journal reports used to justify approval of checks rejected for excess dollar amount, and letters or other communications to vendors.
- Follow state policies for approving checks redeemed by vendors that have been rejected for excess dollar amount.
- Conduct vendor training in March and September using materials provided by the Indiana WIC Program. March training is optional for vendors. September training is required for vendors.
- Conduct new-vendor training, pre-authorization visits, monitoring visits, and follow-up visits upon request from the Indiana WIC Program.
- Respond to complaints from vendors and complaints about vendors by investigating the complaint to get both sides of the issue. Document complaints and action taken.
- Forward requests for vendor supplies (door decals, shelf tags, food lists, and replacement ID stamps) to the Indiana WIC Program.
- Notify the Indiana WIC Program immediately when there is a change in vendor status such as ownership change, store closed, store damaged by fire or weather, store name change etc.

Financial

As a prerequisite to receiving WIC funds, a local agency must have a financial management system that ensures the fiscal integrity of the Program. This system must provide for the complete disclosure of the financial status of the WIC Program, including full accounting for all program funds received from the state and documentation supporting costs charged to the program. The documentation must identify costs incurred for nutrition education, breastfeeding, client services, and administration. Detailed records must account for expenditures.

Sponsoring Agencies are responsible for the following reports and submissions:

- Estimated Annual Expenditure Budget and requested revisions throughout the year (Budget Application).
- Monthly financial reports (ACIS).
- Semi-annual Time Studies.
- Annual equipment inventory.
- Bi-annual WIC Program Local Agency Financial Management Review.

Sponsoring agencies will need to adhere to policies and procedures outlined as follows:

- Cost Allocation Plans.
- Staffing Recommendations.
- Allowable and Unallowable Costs as outlined by both State and Federal guidelines, policies, and applicable OMB Circular.
- Travel guidelines per State of Indiana.
- Relocation of Clinics or Establishment of Clinics.
- Retention of Records.
- Separation of duties.

Appendix A	
WIC CLINIC JOB DESCRIPTIONS	
Qualified Nutritionist: All agencies are required to have at least one R.D. or Masters prepared nutritionist either on staff or available through contract to counsel high-risk participants.	
General Description:	Responsible for duties specific to high-risk participants and serves as a Competent Professional Authority (CPA). Responsible for developing the local agency Nutrition Education program.
Education and Experience:	<p>Must be one of the following:</p> <ul style="list-style-type: none"> • Registered Dietitian (R.D.) • Registry Eligible Dietitian • Bachelors or Masters degree in <ul style="list-style-type: none"> ○ Dietetics ○ Nutrition or Nutrition Sciences ○ Public Health Nutrition or Community Nutrition ○ Clinical Nutrition <p>Experience in maternal and child health or public health setting preferred.</p>
Reports to:	WIC Coordinator
Supervises:	May supervise peers, nurses, clinic assistants, or breastfeeding peer counselors.
Principle Duties and Responsibilities:	<ol style="list-style-type: none"> 1. Complete ADP application, certification procedure and documentation, including height, weight, and hemoglobin. 2. Evaluate participant's nutritional status through dietary assessment and consultants and make recommendations in relation to nutritional needs, family income, cultural food patterns, home facilities, and modifications in diet. 3. Follow Value Enhance Nutrition Assessment (VENA) guidelines supported by a participant centered approach (PCS). 4. Create and tailor a food prescription using the ADP application that is appropriate to the participant's needs. 5. Document assessments, evaluations, counseling, and referrals on the ADP application. 6. Provide educational programs for participants in the form of classes or demonstrations and maintain related files, and records.

Appendix A WIC CLINIC JOB DESCRIPTIONS	
	<p>7. Provides all pregnant and breastfeeding women with nutrition education opportunities that promote and support breastfeeding.</p> <p>8. Work cooperatively with other staff and community agencies.</p> <p>9. Participate in in-service education, and staff meetings, and provide nutrition information to staff.</p> <p>10. Attend conferences and meetings needed or required by the position.</p> <p>11. Make hospital or home visits on special case by case basis, (home visits are very rare) as needed.</p> <p>12. May be responsible for the Breastfeeding Promotion Program or the supervision of breastfeeding peer counselors.</p> <p>13. May supervise other staff. Provide individual nutrition counseling for high-risk participants and other participants requiring individual follow-up.</p> <p>14. Evaluate and procure nutrition education materials.</p> <p>15. Make referrals as needed.</p> <p>16. Develop, implement, maintain, and evaluate the agency's Nutrition Education Plan.</p> <p>17. Serve as Nutrition Spokesperson for the agency to the degree delegated by the Coordinator.</p> <p>18. Other duties as assigned by the Coordinator.</p>
Knowledge, Skills, and Abilities:	<ul style="list-style-type: none"> • Able to work independently. • Flexible during periods of program change. • Communicates well, both orally and in writing. • Able to facilitate discussion with participants. • Practices professionally in a manner consistent with legal and ethical standards including WIC regulations. • Able to perform computer related tasks. • Special literacy and language skills appropriate to address the diversity of the population served by the local agency may be advantageous.
Based on the Qualified Nutritionist Policy 01-09 Based on WIC Nutrition Services Standard 10-01	
Clinic Assistant: A clinic assistant is needed to prevent conflict of interest during certification and check and cash-value issuance.	
General Description:	Responsible for assisting with the application and screening of WIC applicants, issuance of checks, and maintaining records related to clinic activities.
Education and Experience:	High School graduate or equivalent, preferably with a minimum of one-year clerical experience in a health care setting.
Reports to:	WIC Coordinator or assistant
Principle Duties and Responsibilities:	<p>1. Place and answer phone calls related to clinic business in a professional manner.</p> <p>2. Place calls or complete mailings to participants reminding them of</p>

Appendix A WIC CLINIC JOB DESCRIPTIONS	
	<p>upcoming appointments.</p> <ol style="list-style-type: none"> 3. Prescreen applicants as required. 4. Schedule appointments using the ADP scheduler based on ADP appointment scheduler parameters and instructions from the supervisor. 5. At the Certification: <ol style="list-style-type: none"> a. Screen WIC applicants for eligibility (identity, residency, and status) and document in the ADP. b. Determine income eligibility using the ADP. c. Verify Medicaid using the Medicaid website. 6. Assist applicants with the completion of the WIC Signature Page including explanation of the Consent for Services paragraph and the Rights and Responsibilities section. Sign the appropriate line for Staff Determining Income Eligibility. 7. Update participant addresses as requested. 8. Provide referrals for services to participants as instructed by supervisor. 9. Provide written information to participants regarding Medicaid, agencies that provide Drug and Substance Abuse counseling, and other social service agencies as permitted by supervisor. 10. Utilize and initiate Letter A for applicants determined to be ineligible. 11. Utilize and initiate Letter C for applicants who are unable to produce proof of income, residence, or identification because of homelessness, theft, disaster, or being a migrant worker. 12. Utilize and initiate Letter D for applicants who are accompanied by a legal guardian, a foster parent without proof of custody, a caretaker, or a minor prenatal who is able to sign for their own healthcare. Provide assistance in completing the form. 13. Issue checks and maintain related record keeping for check issuance (i.e. Check Registers). 14. Complete the WIC ID Folders. 15. File appropriate forms in the daily file, ineligible and terminated file, and the prescription file. 16. Ensure secure storage of assigned records. 17. Provide instructions on use of checks to participants. 18. Perform heights and weights (Optional). 19. Other duties as assigned by supervisor.
Knowledge, Skills, and Abilities:	<p>Ability to:</p> <ul style="list-style-type: none"> • Complete simple math skills. • Type and file efficiently. • Perform computer related tasks. • Utilize good phone etiquette. • Communicate orally and in writing.

Appendix A WIC Clinic Job Descriptions	
	<ul style="list-style-type: none"> • Maintain participant confidentiality. • Work cooperatively with staff and participants by using participant centered skills. • Understand and follow all state and local policies and procedures.
Competent Professional Authority (CPA): A CPA must be present during all clinic hours.	
General Description:	Responsible for development and implementation of individual care plans for low-risk participants, and identifying the need for individual care and follow-up with a Qualified Nutritionist.
Education and Experience:	<p>Must be one of the following:</p> <ul style="list-style-type: none"> • Qualified Nutritionist (R.D.); or Registry Eligible Dietitian; or Bachelors or Masters Degree in Dietetics; Nutrition or Nutrition Sciences; Public Health Nutrition; Community Nutrition or Clinical Nutrition. • Registered Nurse (R.N.). • Bachelors in Family and Consumer Sciences (Home Economics) with an emphasis in Nutrition defined as a minimum of 9 hours in nutrition, which includes: <ul style="list-style-type: none"> ○ 3 hours of introductory nutrition. ○ 3 hours of life cycle nutrition or maternal/infant nutrition. ○ 3 hours in advanced nutrition. <p>Experience in maternal and child health or public health setting preferred.</p>
Reports to:	WIC Coordinator
Supervises:	May supervise peers, nurses, clinic assistants, or breastfeeding peer counselors.
Principle Duties and Responsibilities:	<ol style="list-style-type: none"> 1. Complete ADP application, certification procedure, and documentation including height, weight, and hemoglobin. 2. Evaluate participant's nutritional status through dietary assessment and consultants and make recommendations in relation to nutritional needs, family income, cultural food patterns, home facilities, and modifications in diet. 3. Follow Value Enhanced Nutrition Assessment guidelines supported by a Participant Centered approach 4. Create and tailor a food prescription using the ADP application that is appropriate to the participant's needs. 5. Document assessments, evaluations, counseling, and referrals on the ADP application. 6. Provide educational programs for participants in the form of classes or demonstrations and maintain related files and records. 7. Provides all pregnant and breastfeeding women with nutrition education opportunities that promote and support breastfeeding. 8. Work cooperatively with other staff and community agencies. 9. Participate in in-service education and staff meetings.

Appendix A WIC CLINIC JOB DESCRIPTIONS	
	<ul style="list-style-type: none"> 10. Attend conferences and meetings needed or required by the position. 11. Make hospital or home visits on special case-by-case basis (home visits are very rare) as needed. 12. May be responsible for the Breastfeeding Promotion Program or the supervision of breastfeeding peer counselors. 13. May supervise other staff. 14. Make referrals as needed. 15. Other duties as assigned by the Coordinator.
Knowledge, Skills, and Abilities:	<ul style="list-style-type: none"> • Able to work independently. • Flexible during periods of program change. • Communicates well, both orally and in writing. • Able to facilitate discussion with participants. • Practices professionally in a manner consistent with legal and ethical standards including WIC regulations. • Able to perform computer related tasks. • Special literacy and language skills appropriate to address the diversity of the population served by the local agency may be advantageous.
Based on the Competent Professional Authority (CPA) Policy 01-09 Based on WIC Nutrition Services Standard 10-01	
Local Agency Breastfeeding Coordinator: The local agency is required to have a Breastfeeding Coordinator.	
General Description:	Responsible for the local agency breastfeeding education program and breastfeeding activities. May also function as a Qualified Nutritionist and/or CPA depending on qualifications.
Education and Experience:	<p>Must be one of the following:</p> <ul style="list-style-type: none"> • Qualified Nutritionist (R.D.); or Registry Eligible Dietitian; or Bachelors or Masters Degree in Dietetics; Nutrition or Nutrition Sciences; Public Health Nutrition; Community Nutrition or Clinical Nutrition. • Registered Nurse (R.N.). • Bachelors in Family and Consumer Sciences (Home Economics) with an emphasis in Nutrition defined as a minimum of 9 hours in nutrition, which includes: <ul style="list-style-type: none"> ○ 3 hours of introductory nutrition. ○ 3 hours of life cycle nutrition or maternal/infant nutrition. ○ 3 hours in advanced nutrition.
	<p>Must have experience in counseling women about how to successfully breastfeed; and must meet training requirements including:</p> <ul style="list-style-type: none"> • Breastfeeding Coordinator Training provided by the Regional Center Coordinator. • Breast Pump Training, 3-Step Counseling Training, and Loving

WIC CLINIC JOB DESCRIPTIONS	
	<p>Support Peer Counselor Training. An International Board Certified Lactation Consultant (IBCLC) is advantageous but not required.</p>
Reports to:	WIC Coordinator
Supervises:	May supervise breastfeeding peer counselors, if on staff.
Principle Duties and Responsibilities:	<ol style="list-style-type: none"> 1. Responsible for the breastfeeding portion of the Nutrition Education/Breastfeeding Plan. 2. Oversees the work of the local agency Peer Counselors. 3. Maintains documentation of breastfeeding training at the local agency including: <ul style="list-style-type: none"> • Pump training. • 3-Step Counseling Training. • Loving Support Peer Counselor Training. 4. Ensures the clinic environment follows the Breastfeeding Friendly Checklist. 5. Provides all pregnant and breastfeeding women with nutrition education opportunities that promote and support breastfeeding. 6. Provides infant feeding education that promotes breastfeeding as the natural way to feed an infant. 7. Responsible for increasing the agency breastfeeding rates. 8. Maintains an updated referral list of qualified individuals able to answer staff breastfeeding questions. 9. Maintains a separate referral list of qualified individuals able to answer participant breastfeeding questions. 10. Ensures clients who have loaner pumps are contacted every two weeks to determine if the pump is being used and to offer breastfeeding support.
Knowledge, Skills, and Abilities:	<ul style="list-style-type: none"> • Special knowledge in the practice of breastfeeding. • Able to work independently. • Flexible during periods of program change. • Communicates well, both orally and in writing. • Able to facilitate discussion with participants. • Practices professionally in a manner consistent with legal and ethical standards including WIC regulations. • Able to perform computer related tasks. • Special literacy and language skills appropriate to address the diversity of the population served by the local agency may be advantageous.
Based on the Local Agency Breastfeeding Staff Policy 01-09	
<p>WIC Coordinator: The Coordinator must be present in the clinics during all scheduled hours up to the limit of the local agency's full-time employees. When the Coordinator is scheduled out of the office, another staff person should be designated as the contact person for each clinic.</p>	

Appendix A WIC CLINIC JOB DESCRIPTIONS	
General Description:	Responsible for managing all aspects of the local program.
Education and Experience:	<p>Must meet the qualifications of a Competent Professional Authority (CPA), which includes the following:</p> <ul style="list-style-type: none"> • Qualified Nutritionist (R.D.); or Registry Eligible Dietitian (RDE); or Bachelors or Masters Degree in Dietetics; Nutrition or Nutrition Sciences; Public Health Nutrition or Community Nutrition; Clinical Nutrition. • Registered Nurse (R.N.). • Bachelors in Family and Consumer Sciences (Home Economics) with an emphasis in Nutrition defined as a minimum of 9 hours in nutrition, which includes: <ul style="list-style-type: none"> ○ 3 hours of introductory nutrition. ○ 3 hours of life cycle nutrition or maternal/infant nutrition. ○ 3 hours in advanced nutrition. ○ Previous experience in a maternal and child health or public health nutrition or medical setting is preferred. Supervisory experience or additional management coursework is recommended.
Reports to:	The appropriate local agency director or supervisor
Supervises:	All WIC staff
Principle Duties and Responsibilities:	<ol style="list-style-type: none"> 1. Plan, implement, and evaluate the objectives and activities of the WIC Program. 2. Establish local agency policies and procedures, and monitor the WIC Program operation for compliance with state and federal regulations and policies. 3. Train and supervise all WIC Program staff and monitor staff work periodically. 4. Serve as liaison with vendors, review contracts, deal with special problems, and keep vendors updated on the Program requirements as related to food booklet changes. 5. Complete vendor monitoring reports and reconcile rejected checks with the vendor and the State WIC office. 6. Responsible for maintaining all required records, plans, and files required for the operation of the WIC Program. 7. Serve as System Administrator for the ADP and the WIC SharePoint site. 8. Participate in community activities to promote good public relations and to increase community awareness of nutritional needs and the services offered by the WIC Program. 9. Monitor clinic operations for efficiency and effectiveness. 10. Responsible for maintaining contracted caseload. 11. Develop and maintain procedure for a referral system. 12. Responsible for the planning and preparation of the WIC budget and related reports. 13. Maintain the equipment inventory.

Appendix A WIC CLINIC JOB DESCRIPTIONS	
	<p>14. Prepare reports required by state and local agencies.</p> <p>15. Participate in various committees as invited at the state level.</p> <p>16. Provide staff with in-services for continuing education that is pertinent to WIC. Send all staff for training required by the State WIC office.</p> <p>17. Performs certification duties including lab tests, measurements of height, weight, and hemoglobin when needed. (Optional)</p>
Knowledge, Skills, and Abilities:	<p>Strong organizational and interpersonal skills:</p> <ul style="list-style-type: none"> • Ability to lead in stressful situations and during periods of program change. • Able to remain objective in situations such as applicant dispute over program eligibility or violation. • Knowledge of business administration practices and procedures, basic accounting, and data processing systems. • Ability to read and interpret information and prepare reports. • Knowledge of federal, state, and local government operation. • Knowledge of human resource management. • Ability to communicate verbally and in writing with a wide variety of people and groups. • Special literacy and language skills appropriate to address the diversity of the population served by the local agency may be advantageous.

WIC Peer Counselor Program

The primary purpose of Breastfeeding peer counselor (BFPC) funds is to provide direct breastfeeding support services through peer counseling to participants of the Women, Infants, and Children (WIC) program with the goal of increasing breastfeeding initiation and duration. BFPC funds are to be used to develop or expand activities necessary to sustain a peer counseling program based on the Food and Nutrition Services' (FNS) *Loving Support Model* http://www.nal.usda.gov/wicworks/Learning_Center/loving_support.html. The use of BFPC funds for expenditures that are not supported by the *Loving Support Model* are not authorized. See the Allowable Costs for Breastfeeding Peer Counseling Funds below.

WIC Breastfeeding Peer Counselors (PCs) are paraprofessionals that provide normal breastfeeding promotion and support within a defined scope of practice to prenatal and breastfeeding WIC participants. PCs have personal breastfeeding experience; are recruited and hired from the WIC population; and are available to WIC participants outside of the usual clinic hours and environment. The "Loving Support through Peer Counseling: A Journey Together – For Peer Counselors" curriculum will be the basis of training and scope of practice.

The Indiana WIC Peer Counselor program supports ISDH's infant mortality goal. The Program has over 100 peer counselors who are trained to provide mother-to-mother support in the prenatal, antenatal, and postpartum period. Women's support groups engaged in participatory learning are associated with a 23% reduction in infant mortality. Any amount of breastfeeding reduces the risk of SIDS. The protective effect is strongest if your baby breast-feeds exclusively for the first six months of life. Breastfeeding is one of the most effective measures to protect the health of infants. If 90% of US families could comply with medical recommendations to breastfeed exclusively for 6 months, the United States would save \$13 billion per year and prevent an excess 911 deaths, nearly all of which would be in infants (\$10.5 billion and 741 deaths at 80% compliance). Babies who breastfeed have a 21% lower risk of death in the first year, compared to babies who were never breastfed.

See the attached *Indiana WIC Breastfeeding Peer Counselor Job Description and Allowable Costs for Breastfeeding Peer Counseling Funds*.

Indiana WIC Breastfeeding Peer Counselor Job Description

General Description: A WIC Breastfeeding Peer Counselor is a paraprofessional support person who gives basic breastfeeding information and encouragement to WIC prenatal and breastfeeding participants.

- **Qualifications:**

1. Has breastfed at least one baby (does not have to be currently breastfeeding).
2. Is currently, or has been, on the WIC program or can relate to the WIC participant in age and experience.
3. Is enthusiastic about breastfeeding and wants to help other mothers enjoy a positive experience.
4. Is willing to make and receive phone calls from home.
5. Has reliable transportation to the clinic and regional Peer Counselor Support Group meetings.
6. Able to work with periodic supervision.
7. Communicates well, both orally and in writing.
8. Able to facilitate discussion with participants.
9. Able to follow direction.
10. Able to perform CPU related tasks.
11. Possess special literacy and language skills appropriate to address diversity of population served.

- **Training:**

1. Attends Peer Counselor Training. Nursing babies are welcomed.
2. Observes other peer counselors or breastfeeding experts helping mothers breastfeed.
3. Reads assigned books or materials about breastfeeding.

- **Supervision:**

1. The peer counselor is supervised by the WIC Coordinator, Local Agency Breastfeeding Coordinator, or Lactation Consultant.

- **Specific Duties of the WIC Peer Counselor:**

1. Attends breastfeeding training classes to become a peer counselor.
2. Receives a caseload of WIC mothers and makes routine periodic contacts with all mothers assigned.

3. Gives basic breastfeeding information and support to new mothers, including telling them about the benefits of breastfeeding, overcoming common barriers, and getting a good start with breastfeeding. She also helps mothers prevent and handle common breastfeeding concerns.
4. Counsels WIC pregnant and breastfeeding mothers by telephone, home visits, WIC clinic visits, and/or hospital visits at scheduled intervals determined by the local WIC Program.
5. May counsel women in the WIC clinic.
6. Is available outside the WIC clinic and the usual 8 to 5 working schedule to new mothers who are having breastfeeding problems.
7. Respects each mother by keeping her information strictly confidential.
8. Keeps accurate records of all contacts made with WIC mothers.
9. Refers mothers, according to clinic-established protocols, to:
 - WIC nutritionist or breastfeeding coordinator.
 - Lactation consultant.
 - Mother's physician or nurse.
 - Public health programs and social service agencies in the community.
10. Attends and assists or facilitates prenatal classes and breastfeeding support groups.
11. Attends Peer Counselor Support Group meetings and breastfeeding conferences/workshops as appropriate.
12. Reads assigned books and materials on breastfeeding that are provided by the supervisor.
13. May assist WIC staff in promoting breastfeeding peer counseling through special projects and duties as assigned.

I understand the above job responsibilities, and agree to perform these duties as assigned.

WIC Breastfeeding Peer Counselor _____

Date _____

Allowable Costs for Breastfeeding Peer Counseling Funds

The table below helps to identify allowable breastfeeding peer counseling costs.

NSA = Nutrition Services and Administration; IBCLC = International Board Certified Lactation Consultant; ISDH=Indiana State Department of Health.

Durable Goods and Space		
Furniture, computers/laptops, and office equipment used to provide peer counseling services and training	Yes	Prior approval must be obtained from ISDH
Cell/track phones with texting for contacts between peer counselors and mothers	Yes	
Incentives and Educational Materials to Promote Breastfeeding		
Breastfeeding educational materials for mothers such as pamphlets and DVDs	No	NSA funds may be used for this purpose
Breast pumps and breastfeeding aids for mothers	No	NSA funds may be used for this purpose
Breast pumps and breastfeeding aids for demonstration purposes by peer counselors	Yes	
Incentive items distributed to WIC participants to encourage breastfeeding	No	NSA funds may be used for this purpose

Personnel and Compensation		
Salaries and compensation for peer counselors, designated peer counselor coordinators, and referral experts	Yes	
Salaries and compensation for Peer Counselor/International Board Certified Lactation Consultants (IBCLCs)	Yes, BFPC funds may be used to compensate peer counselors who have obtained the IBCLC credential	<p>BFPC funds cannot be used to disproportionately hire lactation management experts versus peer counselors. NSA funds may be used to strengthen general IBCLC breastfeeding expertise in WIC.</p> <p>NSA funds must be used for IBCLC consultations for WIC mothers who are not referred by peer counselors and are not part of a peer counselor's case load.</p>
Salaries and compensation for dual-role staff, e.g., part-time WIC Nutrition Assistant (Clerk) and part-time Peer Counselor	Yes, BFPC funds may be used for the portion of time spent as Peer Counselor. The "dual-role" staff must meet the definition of Peer Counselor in the <u>Loving Support Model</u> , including being available to participants outside of regular WIC hours.	<p>Definition of Peer Counselor:</p> <ul style="list-style-type: none"> • Paraprofessional (see <u>Loving Support Model</u> for definition) • Recruited and hired from target population • Available to WIC clients outside usual clinic hours and outside the WIC clinic environment

Males as Breastfeeding Peer Counselors	No. The definition of Peer Counselor in the <u>Loving Support Model</u> is based on research demonstrating the benefit of hiring Peer Counselors from WIC's target population of WIC-eligible women.	Men can be valuable members of breastfeeding promotion and support activities in WIC, such as providing father-led support groups and other activities to support breastfeeding mothers and families. However, components and activities that are outside of those defined by the <u>Loving Support Model</u> must be funded through the regular NSA grant or other sources.
Recruitment of peer counselors and related staff	Yes	

Staff Training and Resources

Travel for training of Peer Counselors and Peer Counseling staff/managers	Yes. BFPC funds may be used to reimburse travel and mileage as allowed for training, hospital or home visits, and clinic to clinic activities.	Allowable travel will be defined, approved and communicated to the PC supervisor by ISDH.
Travel for home and hospital visits by Peer Counselors	Yes. BFPC funds may be used to reimburse travel and mileage as allowed for training, hospital or home visits, and clinic to clinic	Allowable travel will be defined, approved and communicated to the PC supervisor by ISDH.

	activities	
Continuing Education for IBCLCs	Yes, if prior approval from ISDH is received and if it relates to peer counseling programs (e.g., managing, mentoring, serving as a referral)	
Breastfeeding resources for Peer Counselors and Peer Counseling coordinators/supervisors	Yes, if the resources are related to peer counseling, e.g., training materials for peer counselors	
Breastfeeding resources for WIC staff not related to peer counseling	No	NSA funds may be used to purchase general breastfeeding resources for WIC staff.
Peer Counseling Program Advertising and Promotion		
Pamphlets and similar materials to promote the peer counseling program	ISDH will provide promotional brochures	
T-shirts, buttons and similar low-cost items that identify peer counselors	Yes	
Miscellaneous		

Indirect Program Costs (e.g. lease/rental costs, copying costs, HR services, legal services, utilities)	No	
Second nutrition education contacts	No. BFPC funds are for activities that are in addition to current required WIC activities.	NSA funds provide for at least two nutrition education contacts; therefore, BFPC funds may not be used for the second contact. In addition, the 1/6 th nutrition education requirement and breastfeeding target must be met with regular NSA funds.
Childcare	No	
Cribs or other materials and equipment for infants of peer counselors who bring their babies to work	No	
Monitoring and Tracking of Program Effectiveness.	Yes. Funds may be used to monitor and track program components (e.g., contacts, referrals, training) to determine effectiveness and where improvements are needed. However, evaluation studies may not be paid for using BFPC funds.	
Peer counseling services to non-WIC participants	In general, no. Peer counselors should refer WIC-	In situations where both non-WIC participants and WIC

	eligible women to WIC to apply for WIC benefits. Peer counselors should refer women who are not WIC-eligible to appropriate non-WIC resources.	participants are together, e.g., hospitals, peer counselors may initially see both. However, on-going peer counseling contacts with non-WIC participants is not an allowable cost.
Breastfeeding coalitions	No.	BFPC funds can only be used for services and activities related directly to peer counseling.

Attachment B - Budget Summary



Indiana State
Department of Health



Local Agency Budget

Name of Organization:	Memorial Hospital of South Bend, Inc.		
Employer ID Number (EIN)	35-0868132		
Breastfeeding Region		Federal Fiscal Year	2015

Address:	615 N. Michigan St.		
City:	South Bend	State:	Indiana
		Zip:	46601

Phone:	574-647-2173	Fax:	574-647-2230
Website:	www.qualityoflife.org/WIC		

Name of Chief Executive:	Margo DeMont		
Title:	Executive Director	Phone:	574-647-1356
Email:	mdemont@beaconhealthsystem.org		

Name of Program Contact:	Patti Meuninck		
Title:	WIC Coordinator	Phone:	574-647-2184
Email:	pmeuninck@beaconhealthsystem.org		

Clinic Operation Caseload	6955	Breastfeeding Promotion Caseload	1034
---------------------------	------	----------------------------------	------

WIC Nutrition Services & Admin (NSA) Total Costs:		\$ 1,232,118.48
Breastfeeding Promotion Costs:	\$ 44,853.87	
Personnel - Salary:	\$ 31,635.28	
Personnel - Fringe:	\$ 11,861.63	
Travel:	\$ 124.96	
Supplies:	\$ 1,232.00	
Clinic Operations Costs:	\$ 1,187,264.61	
Personnel - Salary:	\$ 796,700.90	
Personnel - Fringe:	\$ 219,772.73	
Travel - Clinic Services:	\$ 1,103.52	
Travel - Nutrition Education:	\$ -	
Supplies - Nutrition Education:	\$ -	
Supplies - Clinic Operations:	\$ 20,447.70	
Communication:	\$ 17,677.92	
Contract Services:	\$ 49,107.84	
Space Costs:	\$ 82,454.00	

WIC Breastfeeding Peer Counselor Total Costs:		\$ 68,230.02
Personnel - Salary:	\$ 53,323.63	
Personnel - Fringe:	\$ 14,025.43	
Peer Counselor Travel:	\$ 520.96	
Supplies (Track Phones):	\$ 360.00	
Contract Services (Cell Phones):	\$ -	

Attachment C
CFDA Title: Special Supplemental Nutrition Program for Women, Infants, and Children
EDS # A70-5-070653

Federal Agency: United States Department of Agriculture (USDA)

CFDA Number: 10.557

Award Number: 2IN700002 and 2IN700012

Award Name: Indiana WIC Nutrition Services and Administration (NSA) and WIC Breastfeeding Peer Counselor (BFPC)

Award Year: 2015

1. Incorporation

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

a. The grant program legislation and program regulation by statutory authority as provided by Child Nutrition Act of 1966, as amended, Section 17, 42 U.S.C. 1786. Healthy, Hunger-Free Kids Act of 2010, Public Law 111-296, 7 U.S.C 1746 and all other referenced codes and regulations.

b. 45 CFR Part 74, 45 CFR Part 92, or 45 CFR Part 96, as applicable.

c. The HHS Grants Policy Statement, including addenda in effect as of the beginning date of the budget period. (Parts I through III of the HHS GPS are currently available at <http://www.hrsa.gov/grants/hhsgrantspolicy.pdf>.)

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

2. Anti-kickback Statute

The Contractor or Grantee is subject to the anti-kickback statute and should be cognizant of the risk of criminal and administrative liability under this statute, 42 U.S.C. § 1320a-7b(b).

3. Victims of Trafficking and Violence Protection Act

The Contractor or Grantee is subject to the requirements of Section 106(g) of the Victims of Trafficking and Violence Protection Act of 2000, as amended (22 U.S.C. § 7104).

4. Accessibility of Services

Services must not discriminate on the basis of age, disability, sex, race, color, national origin or religion. Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), and any provisions required by the implementing regulations of the Federal Agency providing the funds. Resources are available at <http://www.justice.gov/crt/about/cor/coord/titlevi.php>.

Executive Order 13166 requires recipients receiving Federal financial assistance to take steps to ensure that people with limited English proficiency have meaningful access to services. Resources are available at <http://www.lep.gov/13166/eo13166.html>.

Attachment C
CFDA Title: Special Supplemental Nutrition Program for Women, Infants, and Children
EDS # A70-5-070653

5. Federal Information Security Management Act (FISMA):

The Contractor or Grantee must protect all information systems, electronic or hard copy which contain federal data from unauthorized access. Congress and the Office of Management and Budget (OMB) have instituted laws, policies, and directives that govern the creation and implementation of federal information security practices that pertain specifically to grants and contracts. Resources are available at <http://csrc.nist.gov/groups/SMA/fisma/index.html>.

6. Registration Requirements

The Contractor or Grantee must register in the System for Award Management (SAM) and maintain the registration with current information. Additional information about registration procedures may be found at www.sam.gov. The entity must maintain the accuracy and currency of its information in SAM at all times during which the entity has an active award unless the entity is exempt from this requirement under 2 CFR 25.110. Additionally, the entity must review and update the information at least annually after the initial registration.

7. Non-Delinquency on Federal Debt

Contractor or Grantee is subject to the Federal Debt Collection Procedures Act of 1990, 28 U.S.C. § 3201(e), which imposes restrictions on the transfer of federal funds to persons or entities owing a debt to the United States.

8. Federal Funds Disclosure Requirements:

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

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

*This publication (journal article, etc.) was supported by the WIC NSA from USDA.
Its contents are solely the responsibility of the authors and do not necessarily
represent the official views of the USDA*

9. Equipment and Products:

To the greatest extent practicable, all equipment and products purchased with federal funds should be American-made. 45 CFR 92 defines equipment as tangible non-expendable personal property (including exempt property) charged directly to an award having a useful life of more than one year AND an acquisition cost of \$5,000 or more per unit.

The grantee may use its own property management standards and procedures provided it observes provisions of the relevant sections in the Office of Management and Budget (OMB) Circular A-110 and 45 CFR Part 92.

10. Federal Funding Accountability and Transparency Act (FFATA):

In order for ISDH to comply with federal reporting requirements, Contractor or Grantee must complete, in its entirety, the attached form, titled Transparency Reporting Subawardee

Attachment C
CFDA Title: Special Supplemental Nutrition Program for Women, Infants, and Children
EDS # A70-5-070653

Questionnaire. If the pre-populated information in the form regarding Contractor or Grantee is incorrect, Contractor or Grantee should strike the incorrect information and enter the correct information. ISDH will not execute this agreement until Contractor or Grantee completes the form in its entirety.

11. Federal Lobbying Requirements:

- A. The Contractor certifies that to the best of its knowledge and belief that no federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan or cooperative agreement.
- B. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, contract, loan, or cooperative agreement, the Contractor shall complete and submit "Disclosure Form to Report Lobbying" in accordance with its instructions.
- C. The Contractor shall require that the language of subparagraphs A) and B) be included in the language of all subcontracts and that all subcontractors shall certify and disclose accordingly.

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