

OCT 15 2012

18151



EXECUTIVE DOCUMENT SUMMARY

State Form 41221 (R10/4-06)

Received

Instructions for completing the EDS and the Contract process.

- OCT 17 2012 AG
- DOA 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.
- 12/7

1. EDS Number: A70-3-070475	2. Date prepared: 8/27/2012
3. CONTRACTS & LEASES	
<input type="checkbox"/> Professional/Personal Services <input checked="" type="checkbox"/> Grant <input type="checkbox"/> Lease <input type="checkbox"/> Attorney <input type="checkbox"/> MOU <input type="checkbox"/> QPA	<input type="checkbox"/> Contract for procured Services <input type="checkbox"/> Maintenance <input type="checkbox"/> License Agreement <input type="checkbox"/> Amendment# <input type="checkbox"/> Renewal # <input type="checkbox"/> Other
FISCAL INFORMATION	
4. Account Number: 61900-30700.583110	5. Account Name: ISDH DOAg Fund
6. Total amount this action: \$289,350.00	7. New contract total: 289,350.00
8. Revenue generated this action: \$0.00	9. Revenue generated total contract: \$0.00
10. New total amount for each fiscal year:	
Year 2013	\$217,013.00
Year 2014	\$72,337.00
Year	\$
Year	\$
TIME PERIOD COVERED IN THIS EDS	
11. From (month, day, year): 10/1/2012	12. To (month, day, year): 9/30/2013
13. Method of source selection:	
<input type="checkbox"/> Bid/Quotation <input type="checkbox"/> Emergency <input type="checkbox"/> Negotiated <input checked="" type="checkbox"/> RFP# 1250 <input type="checkbox"/> Other (specify) <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): PL 95-627, 7 CFR, PART 246	
37. Description of work and justification for spending money. (Please give a brief description of the scope of work included in this agreement.) The Indiana Supplemental Food Program for Women, Infants and Children provides nutritious supplemental foods, nutrition education, 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). The contract period is October 1, 2012 through September 30, 2013 in the amount of \$289,350.00	
38. Justification of vendor selection and determination of price reasonableness: The State contracts with local sponsoring agencies to administer the Indiana WIC Program pursuant to Public Law 95-627, 7CFR, Part 246. This entry was awarded the contract through the State procurement bid process, RFP# 12-50. Funding is determined by a formula based on participant caseload.	
39. If this contract is submitted late, please explain why: (Required if more than 30 days late.)	
40. Agency fiscal officer or representative approval EM	41. Date Approved 10/5/12
44. Attorney General's Office approval AND	45. Date Approved 11/13/12

AGENCY INFORMATION	
14. Name of agency: Department of Health	15. Requisition Number: 0000019339
16. Address: 2 N. Meridian Street Indianapolis, IN 46204	
AGENCY CONTACT INFORMATION	
17. Name: Kristen Cook	18. Telephone #: 317/232-8835
19. E-mail address: krccook@isdh.in.gov	
COURIER INFORMATION	
20. Name: Jennifer Myers	21. Telephone #: 317-234-8313
22. E-mail address: Jmyers1@isdh.in.gov	
VENDOR INFORMATION	
23. Vendor ID # 0000068039	
24. Name: EAST CHICAGO, CITY OF	25. Telephone #: (219) 391-8467
26. Address: CITY OF EAST CHICAGO HEALTH DEPT 100 W CHICAGO AVE EAST CHICAGO, IN 46312	
27. E-mail address: Dburns@eastchicago.com	
28. Is the vendor registered with the Secretary of State? (Out of State Corporations, must be registered) Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
29. Primary Vendor: M/WBE Minority: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Women: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	30. If yes, list the % Minority: % Women: %
31. Sub Vendor: M/WBE Minority: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Women: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	32. If yes, list the % Minority: % Women: %
33. Is there Renewal Language in the document? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No	34. Is there a "Termination for Convenience" clause in the document? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

RECEIVED

OCT 24 2012

OAG-ADVISORY

REQUISITION

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

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

Requisition No.	Date	Required Date	Page
0000019339	09/13/2012		1 of 17
Fund/Account:	61900 / 583110		
Dept Number:	195070		
Project Number:	400361014250013		
Requisition Number:	0000019339		
Requestor:	A241821 Borcharding, Alisha		
Agency Number:	00400 Department of Health		
Facility:			

MUST COMPLETE FOR ICPR

☐ Print REQ
☐ Streamline Eligible

Line Item	Description	Quantity	UOM	Unit Price	Ext Amt
The State contracts with local sponsoring agencies to administer the Indiana WIC program pursuant to Public Law 95-627, 7CFR, Part 246. This entity was awarded the contract through the State procurement bid process, RFP # 12-50. Funding is determined by a formula based on participant caseload.					
1-1	Grant WIC 193-4, 10/1/12-9/30/13	1.0000	LO	289,350.0000	289,350.00

Vendor: 0000068039 EAST CHICAGO, CITY OF

<< The Indiana Supplemental Food Program for Women, Infants, and Children provides nutritious supplemental foods, nutrition education, and health care referrals to women, infants and children up to the age of 5 who are at nutritional risk and meet federal income guidelines (up to 185% of poverty).

Contract date 10/1/12-9/30/13

Contract amount \$289,350

EDS # A70-3-070475

Fund 61900

Account 583110

Program 30700

Project 400361014250013

Activity ALL0000 >>

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

Requisition Total \$ 289,350.00

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

p

**GRANT AGREEMENT
EDS # A70-3-070475**

**61900-583110-4003610142500
WIC 193-4**

This Grant Agreement, entered into by and between the Indiana State Department of Health (the "State") and East Chicago Health Department (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

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 Program Fund of up to \$289,350 to the Grantee for eligible costs of the project (the "Project") or services as described in Attachments A, B and C 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 Agreement.

2. Term

This Grant Agreement shall commence on **October 1, 2012**, (the Commencement Date) and shall remain in effect through **September 30, 2013**, (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.

3. Design and Implementation of Project

The Grantee shall be solely responsible for the proper design and implementation of the Project as described in the grant application and in Attachments A, B and C. The Grantee agrees to complete the Project in accordance with the plans and specifications contained in its 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.

4. Monitoring Reviews by the State

The State may conduct an on-site monitoring review of the Project. The monitoring review may include and consider any or all of the following:

- A. Whether Project activities are consistent with those set forth in Attachments A, B and C, the grant applications, and the terms and conditions of the Grant Agreement.
- B. A complete, detailed analysis of actual state, local and/or private funds expended to date on the Project and conformity with the amounts for each budget line item as set forth in Attachments A, B and C.
- C. A detailed listing of all Project costs by project budget line item which are accrued yet unpaid, if any.

A written evaluation as to the Grantee's timely progress in project management, financial management and control systems, procurement systems and methods, and performance relative to timely submission of project reports.

5. Payment of Grant Funds by the State

The payment of this Grant by the State to the Grantee shall be made in accordance with the following schedule and conditions:

- A. This Grant Agreement must be fully executed.
- B. All items or documents required by Attachments A, B and C must be submitted to and approved by the State.
- C. Any other grant conditions as specified in Attachments A, B and C must be met to the State's satisfaction.
- D. 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 to the Project as approved, notwithstanding any other provision of this Grant Agreement.
- E. 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.
- F. If this Grant Agreement is terminated by either party prior to the Expiration Date set forth in Paragraph 2 of this Grant Agreement, the State may promptly conduct an on-site monitoring of the Project and complete a Project monitoring report.
- G. 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 impose sanctions against the Grantee including, but not limited to, suspension of all grant payments, and/or suspension of the Grantee's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction. Sanctions may also include repayment of all State funds expended that are not in the scope of this Project or the Budget.
- H. 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 unless a specific waiver has been obtained from the Auditor of State. No payments will be made in advance of receipt of the goods or services that are the subject of this Grant except as permitted by IC 4-13-2-20 or by the statute authorizing this Grant.

6. Audits and Maintenance of Records

- A. Following the termination of this Grant Agreement, the Grantee shall secure an audit of grant funds. An independent public accountant or certified public accountant (Auditor) or the State Board of Accounts shall conduct this audit in accordance with Generally Accepted Government Auditing Standards ("GAGAS") and any other applicable audit guidelines or any standards specified by the State or the federal government. These standards include Indiana Code 5-11-1 and the Indiana State Board of Accounts publication "Guidelines for the Examination of the Entities Receiving Financial Assistance from Governmental Sources." The federal Office of Management and Budget (OMB) Circular A-133 (Audits of Institutions of Higher Education and Other Non-Profit Organizations) may also apply. The Grantee must submit the audit either thirty (30) days after receipt of the Auditor's report(s) or nine (9) months after the close of the audit period, whichever is earlier, unless the ISDH Audit Section provides a written waiver. The Grantee agrees to provide a readable copy, or original of all audits secured by the Grantee to meet this provision. The Grantee must provide a copy of its Audit Report to the Indiana State Department of Health, 2 North Meridian Street, Audit Section 2C99, Indianapolis, Indiana 46204. Grantee agrees to provide the Indiana State Board of Accounts an original of all financial and compliance audits and the original Grantee's "Entity Annual Report" (Form E-1). Should the Grantee be an agency of the State of Indiana or a local or quasi-governmental agency, the requirement to submit the Grantee's "Entity Annual Report" (Form E-1) to the State Board of Accounts is waived.
- B. The Grantee's audit shall be an audit of the actual entity or the distinct portion thereof that performs the functions of the Grant Agreement, and not of a parent, member, or subsidiary corporation of the Grantee, unless the Indiana State Board of Accounts or State requests an expanded audit. 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 State and the Indiana State Board of Accounts reserve the right to approve any auditor who conducts the audit. If the State requests, the Grantee shall require its sub-grantees to secure audits in accordance with subparagraph A, and to timely file all reports required by the Indiana State Board of Accounts.
- D. Grantee shall maintain books, records, documents, including but not limited to statistical reports, program reports, payroll records, banking records, accounting records, and purchase orders that are sufficient to document Grantee's program and financial activities under this grant and Grantee's claims for reimbursement as required by law, and any other evidence which, according to generally accepted accounting procedures, identifies costs attributable to the services specified on Attachments A, B and C of this Grant Agreement and any other documents required under the terms of this Grant Agreement. The Grantee shall comply with the cost principles set forth in OMB Circular A-122. The Grantee shall maintain a written cost allocation plan identifying procedures for attributing costs to each component code and service.

The State may require more restrictive fiscal accountability, beginning upon written notice, if the State determines the Grantee is financially unstable, has a history of poor accountability, or has a management system that does not meet the standards required by the State of Indiana or the United States Government.

- E. 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.
- F. 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.
- G. 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.

7. Project Budget and Budget Modification

The approved Project Budget is set forth as Attachments A, B and C of this Grant Agreement. The Grantee shall not spend more than the amount for each line item, as described in the Budget, without the prior written consent of a duly authorized representative of the State, nor shall the Project costs funded by this Grant Agreement and those funded by the local and/or private share be amended without the prior written consent of the State.

8. Statutory Authority of Grantee

The Grantee expressly represents and warrants to the State that it is statutorily eligible to receive these monies and it expressly agrees to repay all monies paid to it under this Grant, should a legal determination of its ineligibility be made by any court of competent jurisdiction.

9. Use of Grant Funds by Grantee

The funds received by the Grantee pursuant to this Grant Agreement shall be used only to provide nutritious supplemental foods, nutrition education, 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) as described fully in Attachments A, B and C and for no other purpose.

10. 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 shall be reviewed by the State and the Grantee to determine whether the provisions of this Grant require formal modification.

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

C. The Grantee certifies by entering into this Grant 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, further work or 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 delay, withhold, or deny work under any supplement, amendment, change order or other contractual device issued pursuant to this Grant.

E. 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 delay, withhold, or deny work to the Grantee, the Grantee may request that it be allowed to continue, or receive work, without delay. The Grantee must submit, in writing, a request for review to the Indiana Department of Administration (IDOA) following the procedures for disputes outlined herein. A determination by IDOA shall be binding on the parties. Any payments that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest, except as permitted by IC 5-17-5.

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

G. 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.

H. 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 the Grant, 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

(A) except for de minimis and nonsystematic violations, has not violated the terms of IC 24-4.7 in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and

(B) will not violate the terms of IC 24-4.7 for the duration of the Grant, even if IC 24-4.7 is preempted by federal law.

11. Drug-Free Workplace Certification

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 Grant amount set forth in this Grant Agreement is in excess of \$25,000.00, Grantee hereby further agrees that this Grant Agreement is expressly subject to the terms, conditions and representations of the following Certification:

This certification is required by Executive Order No. 90-5, April 12, 1990, issued by the Governor of Indiana. Pursuant to its delegated authority, the Indiana Department of Administration is requiring the inclusion of this certification in all grants with and grants from the State of Indiana in excess of \$25,000.00. No award of a grant shall be made, and no grant, purchase order or agreement, the total amount of which exceeds \$25,000.00, shall be valid, unless and until this certification has been fully executed by the Grantee and made a part of the Grant Agreement as part of the Grant documents.

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.

12. Employment Eligibility Verification

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

The Grantee affirms under the penalties of perjury that he/she/it has enrolled and is participating in the E-Verify program as defined in IC 22-5-1-7.3. The Grantee agrees to provide documentation to the State that he/she/it has enrolled and is participating in the E-Verify program. Additionally, the Grantee is not required to participate if the Grantee or is self-employed and does not employ any employees.

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.

13. Funding Cancellation

When the Director of the State Budget Agency (SBA) 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 SBA that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

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 subgrantees agree to comply with requisite affirmative action requirements, including reporting, pursuant to 41 CFR Chapter 60, as amended, and Section 202 of Executive Order 11246.

16. Notice to Parties

Whenever any notice, statement or other communication is required under this Grant, it shall be sent 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:

East Chicago Health Department
ATTN: Paula Benchik-Abrinko, M.D.
Health Officer
100 West Chicago Avenue, Suite 100A
East Chicago, IN 46312

C. 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: (A) Grant Agreement, (B) Attachment(s) prepared by the State, and (C) Grantee's Grant Application. All attachments, and all documents referred to in this paragraph are hereby incorporated fully by reference.

18. Renewal

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

19. Termination for Convenience

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. Access To Records

The Grantee and its subgrantees shall maintain all books, documents, papers, accounting records, and other evidence (Records) pertaining to all costs incurred under this Grant Agreement for inspection by the State or its authorized representatives. Copies of the Records shall be furnished at no cost to the State if requested. The Grantee and its subgrantees shall make all Records available at their respective offices at all reasonable times during the Grant Agreement period and for three (3) years from the date of final payment under the Grant Agreement or longer if an audit has been completed and all audit exceptions have not been cleared by the State.

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. Invoices are due by the 20th day after the end of each month.
- 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 the current rate paid by the State and in accordance with the State Travel Policies and Procedures as specified in the current Financial Management Circular. Out-of-state travel requests must be reviewed and approved by the State for availability of funds and for appropriateness per Circular guidelines.

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

1. The parties agree to resolve such matters through submission in writing of their dispute to the Commissioner of the Indiana Department of Administration. The Commissioner shall reduce a decision to writing and mail or otherwise furnish a copy thereof to the 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 unless either party mails or otherwise furnishes to the Commissioner, within ten (10) working days after receipt of the Commissioner's decision, a written appeal. Within ten (10) working days of receipt by the Commissioner of a written request for appeal, the decision may be reconsidered. If no reconsideration is provided within ten (10) working days, the parties may mutually agree to submit the dispute to arbitration or mediation for a determination. If a party is not satisfied with the Commissioner's ultimate decision, the dissatisfied party may submit the dispute to an Indiana court of competent jurisdiction.
2. The State may withhold payments on disputed items pending resolution of the dispute. The unintentional nonpayment by the State to the Grantee of one or more invoices not in dispute in accordance with the terms of this Grant Agreement will not be cause for Grantee to terminate this Grant Agreement, and the Grantee may bring suit to collect these amounts without following the disputes procedure contained herein.

26. Federal Funding Information and Compliance

- | | |
|---|---|
| a) C.F.D.A. Title – Special Supplement
Food Program for Women, Infants
and Children | d) Award No. – 21N700012 |
| b) C.F.D.A No. – 10.557 | e) Award Year – 10/01/12 through 9/30/13 |
| c) Award Name – Women, Infants
and Children | f) Federal Agency – U.S. Department of
Agriculture, Food and Nutrition Service |

In grants funded by the United States Department of Health and Human Services, the Grantee agrees to comply with the provisions of the Code of Federal Regulations (CFR) Title 45 Parts 74, 92, and 96, where applicable.

27. Federal Funds Disclosure

Any of the Grantee's statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs supported in whole or in part by grant 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.

28. Federal Lobbying Requirements

- A. The Grantee certifies that to the best of its knowledge and belief that no federal appropriated funds have been paid or will be paid, by or on behalf of the Grantee, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative 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 Grant Agreement, contract, loan, or cooperative agreement, the Grantee shall complete and submit "Disclosure Form to Report Lobbying" in accordance with its instructions.
- C. The Grantee shall require that the language of subparagraphs a) and b) be included in the language of all subgrants and that all subgrantees shall certify and disclose accordingly.

29. Federal Funding Accountability and Transparency Act

FEDERAL FUNDING ACCOUNTABILITY and TRANSPARENCY ACT of 2006:

Public Law 109-282, the Federal Funding Accountability and Transparency Act of 2006 as amended (FFATA), requires full disclosure of all entities and organizations receiving Federal funds including grants, contracts, loans and other assistance and payments through a single publicly accessible Web site, USASpending.gov. The Web site includes information on each Federal financial assistance award and contract over \$25,000, including such information as:

1. The name of the entity receiving the award
2. The amount of the award
3. Information on the award including transaction type, funding agency, etc.
4. The location of the entity receiving the award
5. A unique identifier of the entity receiving the award: and
6. Names and compensation of highly-compensated officers (as applicable)

Compliance with this law is primarily the responsibility of the Federal agency. However, two elements of the law require information to be collected and reported by recipients: 1) information on executive compensation when not already reported through the Central Contractor Registry; and 2) similar information on all sub-awards/subcontracts/consortiums over \$25,000.

For the full text of the requirements under the Federal Funding Accountability and Transparency Act of 2006, please review the following website:

http://frwebgate.access.gpo.gov/cgi-bin/getdoc.cgi?dbname=109_cong_bills&docid=f:s2590enr.txt.pdf

30. Governing Laws

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

31. 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.

32. 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.

33. 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.

34. 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.

35. Penalties/Interest/Attorney's Fees

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

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

36. Progress Reports

- A. The Grantee shall submit progress reports to the State upon request, unless specified otherwise in Attachments A, B and C. The progress reports shall serve the purpose of assuring the State that work is progressing in line with the schedule and that completion can be reasonably assured on the scheduled date.
- B. The failure to provide progress reports as requested by the State is considered a material breach of the Grant Agreement and shall entitle the State to impose sanctions against the Grantee. Sanctions may include, but are not limited to, suspension of all Grant Agreement payments, and/or suspension of the Grantee's participation in State contract programs until such time as all material breaches are cured to the State's satisfaction. Sanctions may also include repayment of all State funds expended for activities that are not in the scope of this project as set forth in Attachments A, B and C of this Grant Agreement.

37. 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.

38. Security and Privacy of Health Information

If any final regulation or body of regulations relating to the administrative simplification provisions 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 rights or obligations hereunder, the parties shall negotiate, in good faith, reasonable revisions to this Grant Agreement.

The purpose of the negotiations shall be to revise the Grant Agreement so that the affected party can 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 Grant Agreement shall terminate. If so terminated the Grantee shall return or destroy all protected health information received from, created or received by the Grantee on behalf of the State. The Grantee shall retain no copies of such information in any form if feasible. If not feasible, the Grantee bears the responsibility of ensuring that the protected health information is maintained in a secure and confidential manner.

39. 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.

40. Taxes

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

41. 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.

42. 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 2011 OAG/DOA *Professional Services Contract Manual*) in any way except for the following clauses which are named below:

Access to Records
Audits and Maintenance of Records
Order of Precedence
Progress Reports
Security and Privacy of Health Information

Non-Collusion and Acceptance

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

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:



PAULA BENCHIK-ABRINKO, M.D.
HEALTH OFFICER
EAST CHICAGO HEALTH DEPARTMENT

DATE: 10-1-12

Accepted By:



KIM ANDERSON
CONTROLLER

DATE: 10/1/12

Certification of Funds:



ERIC MILLER
BUDGET DIRECTOR
DIVISION OF FINANCE
OPERATIONAL SERVICES COMMISSION
INDIANA STATE DEPARTMENT OF HEALTH

DATE: 10/5/12

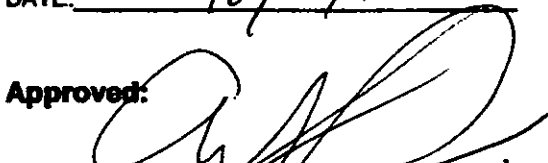
Recommended and Approved By:



SEAN M. KEEFER
CHIEF OF STAFF
INDIANA STATE DEPARTMENT OF HEALTH

DATE: 10/9/2012

Approved:



ROBERT D. WYNKOOP, COMMISSIONER
DEPARTMENT OF ADMINISTRATION
STATE OF INDIANA

DATE: 10/18/12

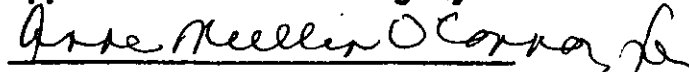
Approved:



ADAM M. HORST, DIRECTOR
OFFICE OF MANAGEMENT and BUDGET
STATE OF INDIANA

DATE: 10/22/12

Approved as to Form and Legality:



GREGORY F. ZOELLER
ATTORNEY GENERAL OF INDIANA

DATE: 11-13-12

ATTACHMENT A

Budget Summary

Grant Name	USDA WIC Program - FY 2013
Local Agency	East Chicago Health Department
Clinic Operations Caseload	2158
Breastfeeding Promotion Caseload	254
FTE	4.5
Participants Per FTE	536
Clinic Operations Amount	\$277,405.00
Breastfeeding Promotion Amount	\$11,945.00
Total Proposed Amount	\$289,350.00

Budget Line Item	Amount
Salaries Breastfeeding Promotion	\$11,222.00
Supplies Breastfeeding Promotion	\$376.00
Travel Breastfeeding Promotion	\$347.00
Total Breastfeeding Promotion	\$11,945.00
Communications Clinic Operations	\$5,760.00
Contract Services Clinic Operations	\$2,571.00
Equipment Clinic Operations	\$1,300.00
Fringe Clinic Operations	\$47,407.00
Nutrition Education Supplies Clinic	\$8,950.00
Salaries Clinic Operations	\$199,774.00
Supplies Clinic Operations	\$7,638.00
Travel Clinic Operations	\$1,325.00
Travel Nutrition Education Clinic Operations	\$2,680.00
Total Clinic Operations	\$277,405.00
Total Amount	\$289,350.00

Attachment B 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's (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/wicataglance.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, are 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 the prescribed WIC foods at authorized retail food stores or pharmacies. Participants are periodically reassessed for eligibility according to designated timelines.

WIC services include:

- ✓ 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, which contracts with various local agencies around the state to provide local sponsorship of WIC clinics. Participants throughout Indiana's 92 counties are served by WIC clinics through local sponsorship. 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 Report 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. 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 400 to 425 participants for each full time equivalent (FTE) staff member must be maintained or an exception must be granted by the State agency. 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; for agencies performing certifications in hospitals or homeless shelters; or for agencies whose personnel policies provide paid leaves of absence for maternity or sick leaves.

The local agency's staffing profile must include the following positions and percentage of total staff hours or an exception must be granted by the State agency:

Positions	% of Total Staff Hours
WIC Coordinator	10%
Competent Professional Authority (CPA)	70%
Clinic Assistant	20%

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 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 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 site. Please see Appendix A for a sample job description (include in other sections).

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 present 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.

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. Check issuance and security, explaining program benefits, and maintaining clinic records are additional job responsibilities. 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.

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 minimum qualifications and job descriptions for WIC clinic staff. 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.

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, and performing medical data updates for infants.

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 nonbreastfeeding 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 nutrition education and counseling.
- If eligible, receive checks for prescribed foods, an L.D. folder, and education on how to use the checks.
- Obtain another appointment for a second nutrition contact in conjunction with check issuance.

Recertification occurs when a participant reapplies for the WIC Program at the end of a current certification period. This is also called a subsequent certification. A clinic appointment for the recertification is scheduled for the participant, and the same procedures are followed as during a certification appointment.

Once certified for the WIC Program, there are specific timelines when recertification would occur, and a participant must reapply and be reassessed for eligibility. A prenatal woman must be recertified as a breastfeeding or non-breastfeeding postpartum woman once she delivers or her pregnancy ends. Breastfeeding women who discontinue breastfeeding may continue as a non-breastfeeding postpartum woman until they are categorically ineligible for the program at six months postpartum. An infant who was initially certified before six months of age must be recertified as a child after his/her first birthday. An infant who was initially certified on or after six months of age must be recertified as a child six months after his/her previous certification.

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 obtain 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.

Medical Data Updates

A medical data update (MDU) is required for infants who are initially certified at less than 6 months of age. Anthropometric measurements are completed between 6 to 11 months of age and the hemoglobin measurement is tested 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 nutrition education and counseling.
- Receive appropriate referrals.
- Receive checks.
- Obtain another appointment for a nutrition education contact, check issuance or a recertification appointment.

Customer Service

All WIC staff should provide good customer service. Enhanced people and communication skills need to be an essential part of the WIC staff. Good customer service may prevent potential clinic issues such as complaints. The first area where impressions about the WIC Program can occur is by telephone. Procedures should be established for staff to follow when taking telephone calls. The procedures should include promptly answering the phone when it rings. There must be a system for participants to contact or leave a message for the WIC staff.

The clinic should be kept clean and organized. Nutrition and health information should be attractively displayed. There should be adequate furniture to accommodate the expected number of individuals in the clinic. Literature or written handouts will be provided by the WIC clinic. Staff must not be socializing with each other in front of participants. And, participants and other customers must be served as they enter the office and should be informed of waiting times when the office is running behind schedule. A systematic process must be used so that everyone is appropriately served. Clinics should survey participants to determine how customer service skills and procedures may be improved or enhanced.

WIC Clinics

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. Current local agencies may not be willing to surrender WIC clinic locations for Respondents to use.

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, and the need for confidentiality. There are several requirements regarding WIC services that affect the clinic configuration:

- The building must be smoke and drug free.
- Confidentiality must be maintained for all participants. This includes privacy for income screening, obtaining measurements, and health and nutrition assessment.
- The building must be physically accessible to all individuals, including persons with disabilities.
- Housekeeping must be adequate to maintain sanitation and prevent insect infestation.

- Safety and security is needed for staff and participants. This includes the clinic and equipment.

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 on the outside of the building indicating where individuals needing a handicap accessible facility can be served.

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, or electrical rooms must be restricted. Large glass fixtures or windows may also cause concern.

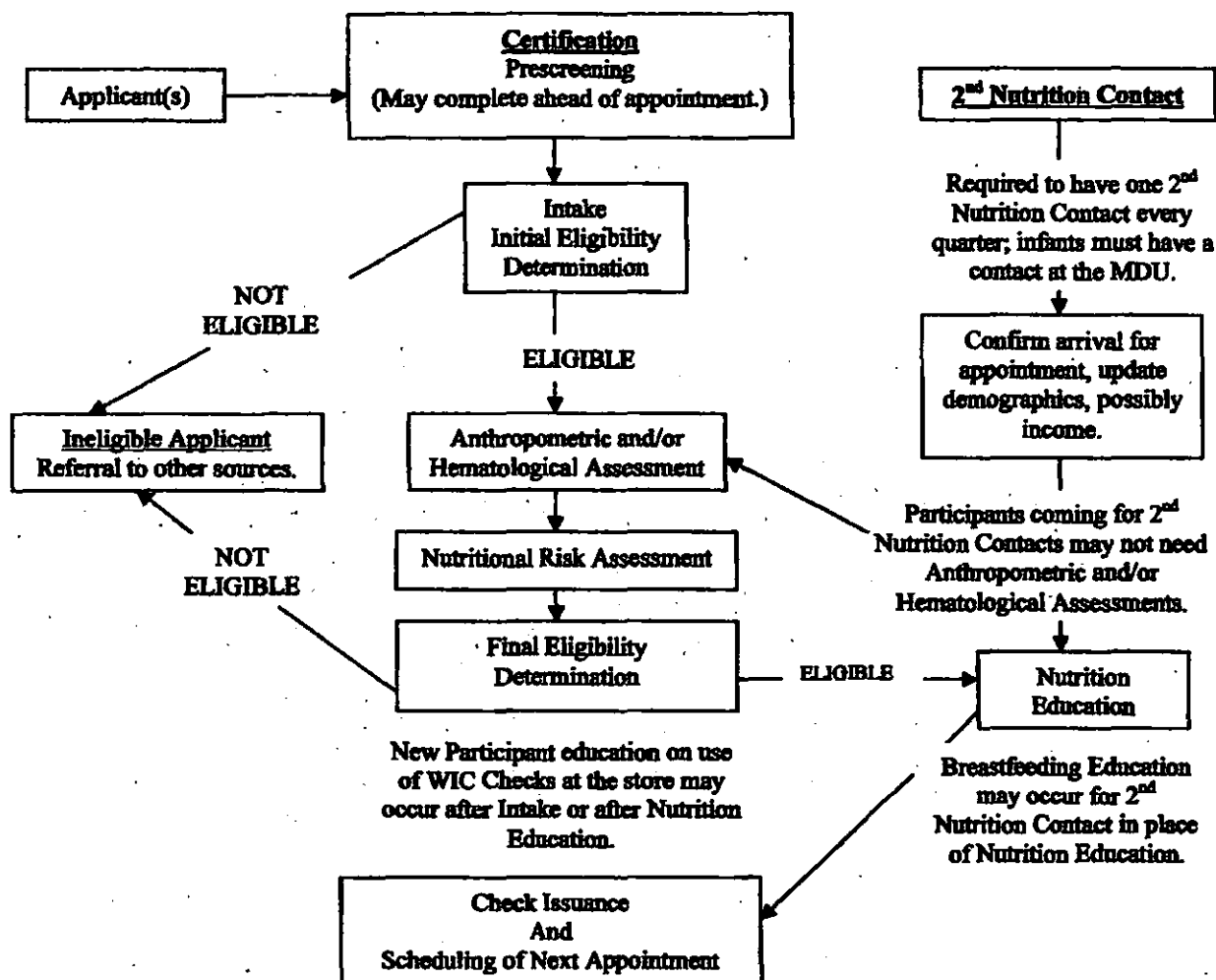
The general areas needed by the WIC Program include a receptionist area, waiting room, area to screen income, a room to obtain measurements and hemoglobin, health/nutrition assessment/counseling area, nutrition education class area, and an area for check issuance. There are additional areas needed in the clinic including restroom facilities for staff, participants, and other visitors. A supply room is useful to store forms, a copy machine, breastfeeding pumps, and other supplies. It is difficult to provide classes in the waiting room because of constant interruptions. Another room for nutrition 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. The number of rooms for health and nutrition screening will depend on the number of participants receiving services from the WIC clinic and the number of WIC clinic health professionals.

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. In general, 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 (ID) folder, and WIC approved food list called a food card. 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 process in the intake area where the process was initiated. This is usually staffed by the Clinic Assistant.

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 are determined by the number of participants receiving WIC services and needs of participants. 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 is less productive, in terms of scheduling, than closing the clinic for the hour. The Indiana WIC Program can provide guidance on the best method of scheduling. The local agency may also have insight.

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.

Clinic hours of operation are determined by the local agency's assigned caseload and 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.) 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 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 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 p.m.; or one day a week with extended hours to at least 7 p.m. and one Saturday a week for at least four hours (e.g. 10 a.m. to 2 p.m.).

Clinic hours must be posted in a location that is visible from the exterior of the building. 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.

The Clinic Hours and Staffing Pattern form and instructions used during the WIC clinic's biennial management review serves as a useful tool for agencies to communicate the current or proposed clinic hours and staffing patterns. Appendix B includes the form and instructions. 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.

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 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. Local agencies must attempt to remind participants of appointments for certifications, nutrition contacts, and check pick-up. This may prevent rescheduling issues from frequently occurring. Self-addressed postcards or telephone calls can be used to remind participants approximately one week prior to an appointment. It may also be appropriate to use texting as a method of appointment reminder if approval is received from the Indiana WIC Program.

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
- Scanner
- Replacement computer keypad, mouse & monitor

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.

*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.
- Heavy weight 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. The training should include the video provided by the Quest Diagnostics Company.

CLIA Waiver

In order to perform participant hemoglobin testing, the WIC clinic must be in compliance with laboratory testing according to Clinical Laboratory Improvement Amendment (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 blood borne 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. All WIC staff performing blood work must have the responsibility listed in their job descriptions. The local agency must be able to prove that WIC staff performing hemoglobin screening 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 that 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 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 blood borne 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 eight paper files that each local agency must maintain:

1. Daily File

This will contain the WIC Signature Page; Sanctions Due to Program Violations (Letter B); 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; 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. This is a yearly file.

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. This is a yearly file.

5. 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.

6. 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.

7. 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.

8. 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.

The procedures for using the various forms may be found in the Certification Chapter of 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.

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.
- In-service Education Attendance records.
- Food instrument issuance records.
- Food instrument inventory records.
- Vendor records.
- Civil rights and fair hearing records.
- Subpoenas, search warrants, and court orders.
- Participant complaint file.

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. "Terminated" is defined as the date that the woman was last eligible for the WIC Program in the category for which she was a participant. It would be one year from the delivery date for a breastfeeding woman, six months beyond the delivery date for a postpartum non-breastfeeding woman, and six weeks beyond the Expected Date of Confinement (EDC) date for a prenatal. 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 Procedures 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, or 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 directly sent 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 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, 7 CFR 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 organizations 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 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.

Immigration and Naturalization Service

Participant information should not be released to Immigration and Naturalization (INS) staff.

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:

Breastfeeding Promotion Plan

This is part of the local agency's Estimated Annual Expenditure Report. The designated plan must be overseen and appropriately carried out by designated WIC clinic staff. The funds must be used to have WIC clinic staff perform breastfeeding promotion and support.

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.

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.

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:

Physician's 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.

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.

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. What procedures will 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.

Coordination of Services

It is part of a Coordinator's responsibilities to work with other agencies in the community. The coordination of services helps participants access services in a timely manner with limited duplication of information or effort. The amount of coordination will vary and may include the sharing of authorized information between programs to the sharing of space. 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, Farmer's 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 email address with the local agency domain to facilitate communication via email. 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:

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.

Nutrition Education

This training is for the CPAs and Coordinators. The topics include measurements, hemoglobin value, universal precautions, diet assessment, risk factors, breastfeeding, food prescriptions, counseling, 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.

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 was updated beginning in 2007 and reflects many of the changes made to the program since that time. Updates include a paperless certification system and new food packages. The Indiana WIC Program 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.

Check Issuance

Separation of duties with issuing checks is required under the Food and Nutrition Service, USDA Federal Regulation, 7 CFR 246.4 (a)(25)(iii) to prevent fraud. Two situations are addressed in Separation of Duties, they are as follows:

1. An employee cannot determine eligibility for all certification criteria and issue food checks for the same person.
2. An employee cannot certify or issue checks to themselves, relatives, or close friends.

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 and pharmacies. 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 for reimbursement for the food items purchased. WIC clinics will:

- Establish three-year vendor agreements using the list of locally authorized vendors and a copy of the vendor agreement provided by the Indiana WIC Program.
- Assist vendors when needed with clarification on vendor policies and procedures for redeeming checks.
- Provide warning letters or other communications to vendors as directed by the Indiana WIC Program 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 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 is required for vendors.

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 Reports and requested revisions throughout the year (WEBA)
- Monthly financial reports (ACIS)
- Semi-annual Time Studies
- Annual physical equipment inventory
- Annual audit

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
- Travel guidelines per State of Indiana
- Relocation of Clinics or Establishment of Clinics
- Retention of Records
- Separation of duties

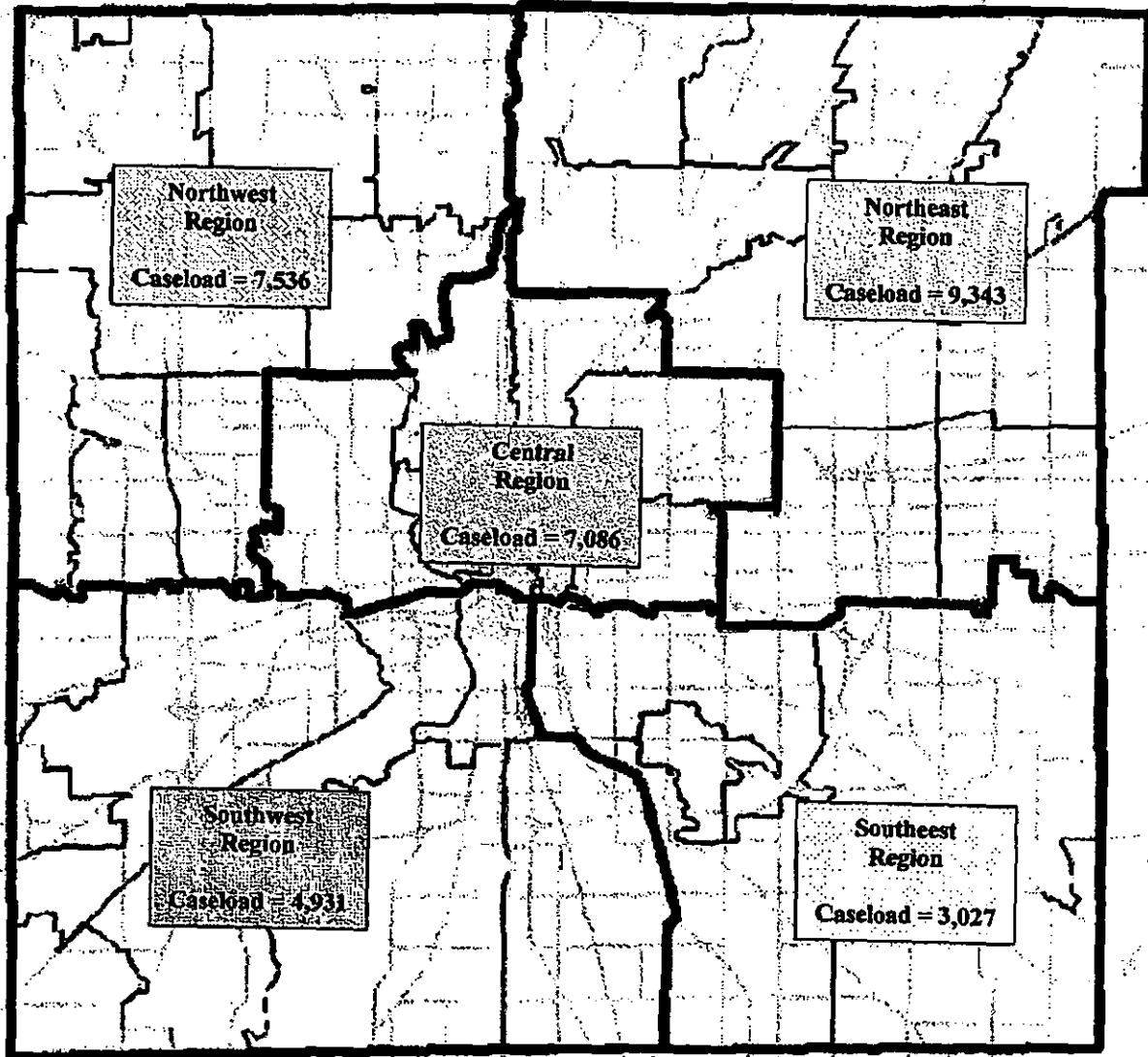
WIC CLINIC HOURS & STAFFING PATTERN

Clinic Name: East Chicago WIC Program Clinic Site #: 07-01 Effective Date: 10-01-2012

	Monday	Tuesday	Wednesday	Thursday	Friday	Saturday
Clinic Hours	8:15am – 4:15pm	8:15am – 4:15pm	11:00am – 7:00pm	8:15am – 4:15pm	8:15am – 4:15pm	Closed
First Certification Appointment	8:15am	8:15am	11:00am	8:15am	8:15am	Closed
Last Certification Appointment (We do PP Iron checks and HR wt checks appts. until 3:45pm)	3:15pm	3:15pm	6:15pm	3:15pm	3:15pm	Closed
Check Issuance Hours	8:15am – 4:15pm	8:15am – 4:15pm	11:00am – 7:00pm	8:15am – 4:15pm	8:15am – 4:15pm	Closed
Clinic Staffing Beverly Williams – Clerk	8:15am – 11:30am 12:30pm – 4:15pm	8:15am – 11:30am 12:30pm – 4:15pm	11:00am – 2:00pm 3:00pm – 7:00pm	8:15am – 11:30am 12:30pm – 4:15pm	8:15am – 11:30am 12:30pm – 4:15pm	Closed
Lus Martinez – Clerk/Bookkeeper	8:15am – 12:30pm 1:30pm – 4:15pm	8:15am – 12:30pm 1:30pm – 4:15pm	11:00am – 3:00pm 4:00pm – 7:00pm	8:15am – 12:30pm 1:30pm – 4:15pm	8:15am – 12:30pm 1:30pm – 4:15pm	Closed
Kudi J. Smith – CPA	8:15am – 11:30am 12:30pm – 4:15pm	8:15am – 11:30am 12:30pm – 4:15pm	11:00am – 2:00pm 3:00pm – 7:00pm	8:15am – 11:30am 12:30pm – 4:15pm	8:15am – 11:30am 12:30pm – 4:15pm	Closed
Carol Hoffman-McCoin – CPA	8:15am – 12:30pm 1:30pm – 4:15pm	8:15am – 12:30pm 1:30pm – 4:15pm	11:00am – 3:00pm 4:00pm – 7:00pm	8:15am – 12:30pm 1:30pm – 4:15pm	8:15am – 12:30pm 1:30pm – 4:15pm	Closed
Clarita Machuca – Coordinator	8:15am – 12:30pm 1:30pm – 4:15pm	8:15am – 12:30pm 1:30pm – 4:15pm	11:00am – 3:00pm 4:00pm – 7:00pm	8:15am – 12:30pm 1:30pm – 4:15pm	8:15am – 12:30pm 1:30pm – 4:15pm	Closed
Dora Zakarias – BF Peer Counselor	10:00am – 2:00pm	10:00am – 2:00pm		1:00pm – 3:00pm		Closed
(list the name & title of all employees*, peer counselors, students and volunteers who report to the site)(* indicate new employees hired in the last two years)						

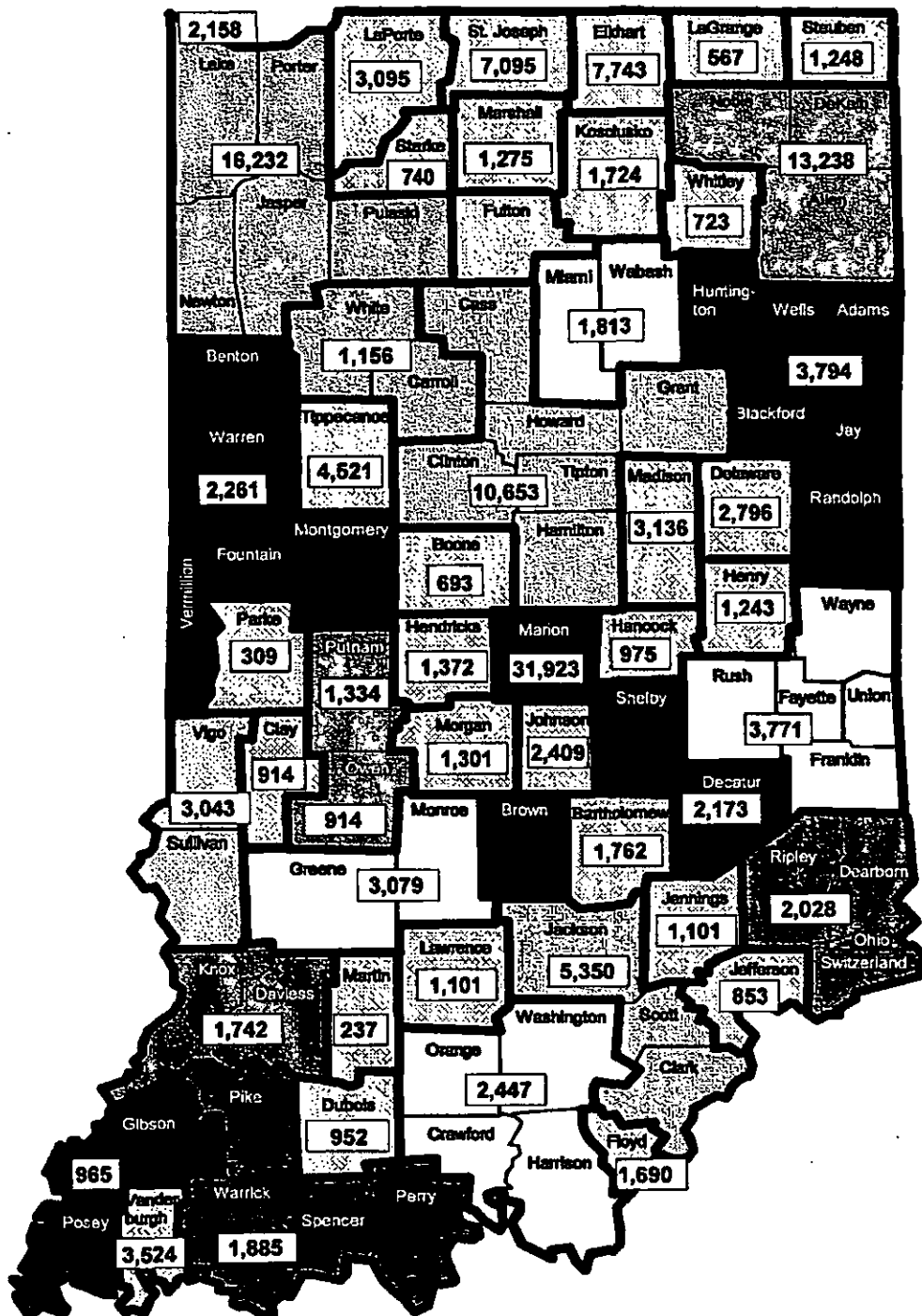
Appendix C

Marion County Participation (March 2011 – February 2012)



Appendix D

Indiana WIC Participation March 2011 - February 2012



Appendix E

Local Agency WIC Clinic Equipment List

Item	Guideline	Funding
	R - Required O - Optional	S - State WIC Budget L - Local WIC Budget
10/100 Mbps Switch/Hub	R 1 Per Clinic	S
Activity Carpet	O	L
Answering Machine	R 1 Per Clinic	L
Bookshelf	O	L
Cabinet	O	L
Carry Case	O	L
Cell Phone	O	L
Chair	R 1 Desk chair per employee, 10-25 clinic chairs based upon size of clinic	L
Changing Table	O	L
Check Printers	R 1 Check Printer per 2 Clerks	S
Chest of Drawer	O	L
Clothing Rack	O	L
Computer Monitor	R 1 Monitor per Desktop Computer	S**
Copy Machine	R 1 Per Clinic	L
Couch	O	L
Credenza	O	L
Desk	R 1 Per Employee	L
Desktop Computer	R 1 Per Employee	S
Display Board	O	L
Document Printer	R 1 Per Clinic	L
Dollie	O	L

Item	Guideline	Funding
	R - Required O - Optional	S - State WIC Budget L - Local WIC Budget
Door Bell	O	L
Dry Erase Board	O	L
DVD	O	L
Easel	O	L
Electronic Signature Pad	R 1 Per Document Printer	S
Entertainment Center	O	L
Fax Machine	R 1 Per Clinic	L
File Cabinet	R 1 Per Employee	L
Fire Safe	O	L
Heater	O	L
Hemocue Machine	R 1 Per CPA office	L
Keyboard	R 1 Per Desktop Computer	S**
Ladder	O	L
Laminator	O	L
Lamp	O	L
Laptop Computer	O 1 Per WIC Coordinator operating in multi site agency	S
Microwave	O	L
Mouse	R 1 Per Desktop Computer	S**
Pager	O	L
Partition	O	L
Play Scape	O	L
Projection Screen	O	L
Recumbent Board	R 1 Per Clinic	L
Refrigerator	O	L
Right Angle Headpiece	R 1 Per Clinic	L
Scale	R 1 Per Clinic	L
Scanner	O	L
Shelf	O	L
Shredder	R 1 Per Clinic	L
Stadiometer	R 1 Per Clinic	L
Storage Cabinet w Lock	R 1 Per Clinic	L
Table	O	L
Telephone	R 1 Per Employee	L

Item	Funding	
	R - Required	S - State WIC Budget
	O - Optional	D - Local WIC Budget
Toaster Oven	O	L
Toys	O	L
Trash Can	O	L
TV	O	L
Utility Cart	O	L
Vacuum	O	L
VCR	O	L

**** Funded by State contract for new equipment only. Replacement equipment to be funded by Local Agency budget.**

ATTACHMENT C

ADMINISTRATION OF THE SPECIAL SUPPLEMENTAL FOOD PROGRAM FOR WOMEN, INFANTS, AND CHILDREN (WIC PROGRAM)

1. 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 United States Code 1786 and all other applicable Federal and State of Indiana laws and rules, ISDH policies and procedures, and Indiana WIC Program Policies and Procedures.
2. The Grantee shall provide direct services: certification, nutrition education, referrals, and check pick up to applicants and participants in a manner that ensures maximum access to WIC services in any given County in the Grantee agency in accordance with Indiana WIC Program Policies and Procedure.
3. The Grantee shall establish and maintain business relations with retail food stores and pharmacies for the redemption of WIC checks in accordance with Indiana WIC Policies and Procedures.
4. The Grantee shall fill required vacant positions within 120 days.