GRANT AGREEMENT

Contract #00000000000000000000096759

This Grant Agreement ("Grant Agreement"), entered into by and between INDIANA DEPARTMENT OF HEALTH (the "State") and HEALTH & HOSPITAL CORP OF MARION COUNTY (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; Funding Source. The purpose of this Grant Agreement is to enable the State to award a Grant of $6,500,000.00 (the "Grant") to the Grantee for eligible costs of the services or project (the "Project") described in **Attachments A** and **B** of this Grant Agreement, which are incorporated fully herein. The funds shall be used exclusively in accordance with the provisions contained in this Grant Agreement and in conformance with Indiana Code § 16-19-3-1 establishing the authority to make this Grant, as well as any rules adopted thereunder. The funds received by the Grantee pursuant to this Grant Agreement shall be used only to implement the Project or provide the services in conformance with this Grant Agreement and for no other purpose.

FUNDING SOURCE:

If Federal Funds: Program Name per Assistance Listings:
_Women Infants & Children_____

Assistance Listings #_10.557_____

If State Funds: Program Title _N/A_____

2. Representations and Warranties of the Grantee.
A. The Grantee expressly represents and warrants to the State that it is statutorily eligible to receive these Grant funds and that the information set forth in its Grant Application is true, complete and accurate. The Grantee expressly agrees to promptly repay all funds paid to it under this Grant Agreement should it be determined either that it was ineligible to receive the funds, or it made any material misrepresentation on its grant application.

B. The Grantee certifies by entering into this Grant Agreement that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant Agreement by any federal or state department or agency. The term "principal" for purposes of this Grant Agreement is defined as an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

3. Implementation of and Reporting on the Project.
A. The Grantee shall implement and complete the Project in accordance with **Attachment A** and with the plans and specifications contained in its Grant Application, which is on file with the State and is incorporated by reference. Modification of the Project shall require prior written approval of the State.

B. The Grantee shall submit to the State written progress reports until the completion of the Project. These reports shall be submitted on a monthly basis and shall contain such detail of progress or performance on the Project as is requested by the State.

4. Term. This Grant Agreement commences on October 01, 2025 and shall remain in effect through September 30, 2026. Unless otherwise provided herein, it may be extended upon the written agreement of the parties and as permitted by state or federal laws governing this Grant.

5. Grant Funding.
A**.** The State shall fund this Grant in the amount of $6,500,000.00. The approved Project Budget is set forth as **Attachment B** of this Grant Agreement, attached hereto and incorporated herein. The Grantee shall not spend more than the amount for each line item in the Project Budget without the prior written consent of the State, nor shall the Project costs funded by this Grant Agreement and those funded by any local and/or private share be changed or modified without the prior written consent of the State.

B. The disbursement of Grant funds to the Grantee shall not be made until all documentary materials required by this Grant Agreement have been received and approved by the State and this Grant Agreement has been fully approved by the State.

6. Payment of Claims.
A. If advance payment of all or a portion of the Grant funds is permitted by statute or regulation, and the State agrees to provide such advance payment, advance payment 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. Otherwise, all payments shall be made thirty five (35) days in arrears in conformance with State fiscal policies and procedures. As required by IC § 4-13-2-14.8, all payments will be by the direct deposit by electronic funds transfer to the financial institution designated by the Grantee in writing unless a specific waiver has been obtained from the Indiana State Comptroller.

B. Requests for payment will be processed only upon presentation of a Claim Voucher in the form designated by the State. Such Claim Vouchers must be submitted with the budget expenditure report detailing disbursements of state, local and/or private funds by project budget line items.

C. The State may require evidence furnished by the Grantee that substantial progress has been made toward completion of the Project prior to making the first payment under this Grant. All payments are subject to the State's determination that the Grantee's performance to date conforms with the Project as approved, notwithstanding any other provision of this Grant Agreement.

D. Claims shall be submitted to the State within twenty (20) calendar days following the end of the month in which work on or for the Project was performed. The State has the discretion, and reserves the right, to NOT pay any claims submitted later than thirty (30) calendar days following the end of the month in which the services were provided. All final claims and reports must be submitted to the State within sixty (60) calendar days after the expiration or termination of this agreement. Payment for claims submitted after that time may, at the discretion of the State, be denied. Claims may be submitted on a monthly basis only. If Grant funds have been advanced and are unexpended at the time that the final claim is submitted, all such unexpended Grant funds must be returned to the State.

E. Claims must be submitted with accompanying supportive documentation as designated by the State. Claims submitted without supportive documentation will be returned to the Grantee and not processed for payment. Failure to comply with the provisions of this Grant Agreement may result in the denial of a claim for payment.

7. Project Monitoring by the State. The State may conduct on-site or off-site monitoring reviews of the Project during the term of this Grant Agreement and for up to ninety (90) days after it expires or is otherwise terminated. The Grantee shall extend its full cooperation and give full

access to the Project site and to relevant documentation to the State or its authorized designees for the purpose of determining, among other things:

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

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

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

8. Compliance with Audit and Reporting Requirements; Maintenance of Records.
A. The Grantee shall submit to an audit of funds paid through this Grant Agreement and shall make all books, accounting records and other documents available at all reasonable times during the term of this Grant Agreement and for a period of three (3) years after final payment for inspection by the State or its authorized designee. Copies shall be furnished to the State at no cost

B. If the Grantee is a "subrecipient" of federal grant funds under 2 C.F.R. 200.331, Grantee shall arrange for a financial and compliance audit that complies with 2 C.F.R. 200.500 *et seq*. if required by applicable provisions of 2 C.F.R. 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements).

C. If the Grantee is a non-governmental unit, the Grantee shall file the Form E-1 annual financial report required by IC § 5-11-1-4. The E-1 entity annual financial report will be used to determine audit requirements applicable to non-governmental units under IC § 5-11-1-9. Audits required under this section must comply with the State Board of Accounts *Uniform Compliance Guidelines for Examination of Entities Receiving Financial Assistance from Governmental Sources*, https://www.in.gov/sboa/files/guidelines-examination-entities-receiving-financial-assistance-government-sources.pdf. Guidelines for filing the annual report are included in Attachment D (Guidelines for Non-governmental Entities).

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

Indiana Department of Health
ATTN: Contracts Section, 2nd Floor Finance
2 North Meridian Street
Indianapolis, IN 46204
E-mail: rknorr@health.in.gov

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

B. The Grantee and its agents shall abide by all ethical requirements that apply to persons who have a business relationship with the State as set forth in IC § 4-2-6, *et seq*., IC § 4-2-7, *et seq*. and the regulations promulgated thereunder. **If the Grantee has knowledge, or would have**

acquired knowledge with reasonable inquiry, that a state officer, employee, or special state appointee, as those terms are defined in IC 4-2-6-1, has a financial interest in the Grant, the Grantee shall ensure compliance with the disclosure requirements in IC § 4-2-6-10.5 prior to the execution of this Grant Agreement. If the Grantee is not familiar with these ethical requirements, the Grantee should refer any questions to the Indiana State Ethics Commission, or visit the Inspector General's website at http://www.in.gov/ig/. If the Grantee or its agents violate any applicable ethical standards, the State may, in its sole discretion, terminate this Grant immediately upon notice to the Grantee. In addition, the Grantee may be subject to penalties under IC §§ 4-2-6, 4-2-7, 35-44.1-1-4, and under any other applicable laws.

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

D. The Grantee warrants that it has no current, pending or outstanding criminal, civil, or enforcement actions initiated by the State, and agrees that it will immediately notify the State of any such actions. During the term of such actions, the Grantee agrees that the State may suspend funding for the Project. If a valid dispute exists as to the Grantee's liability or guilt in any action initiated by the State or its agencies, and the State decides to suspend funding to the Grantee, the Grantee may submit, in writing, a request for review to the Indiana Department of Administration (IDOA). A determination by IDOA shall be binding on the parties. Any disbursements that the State may delay, withhold, deny, or apply under this section shall not be subject to penalty or interest.

E. The Grantee warrants that the Grantee and any contractors performing work in connection with the Project shall obtain and maintain all required permits, licenses, registrations, and approvals, and shall comply with all health, safety, and environmental statutes, rules, or regulations in the performance of work activities for the State. Failure to do so may be deemed a material breach of this Grant Agreement and grounds for immediate termination and denial of grant opportunities with the State.

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

G. As required by IC § 5-22-3-7:

(1)The Grantee and any principals of the Grantee certify that:

(A) the Grantee, except for de minimis and nonsystematic violations, has not violated the terms of:

(i) IC § 24-4.7 [Telephone Solicitation Of Consumers];

(ii) IC § 24-5-12 [Telephone Solicitations]; or

(iii) IC § 24-5-14 [Regulation of Automatic Dialing Machines];

in the previous three hundred sixty-five (365) days, even if IC 24-4.7 is preempted by federal law; and

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

(2)The Grantee and any principals of the Grantee certify that an affiliate or principal of the Grantee and any agent acting on behalf of the Grantee or on behalf of an affiliate or principal of the Grantee, except for de minimis and nonsystematic violations,

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

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

10. Debarment and Suspension.
A. The Grantee certifies by entering into this Grant Agreement that it is not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from entering into this Grant by any federal agency or by any department, agency or political subdivision of the State. The term "principal" for purposes of this Grant Agreement means an officer, director, owner, partner, key employee or other person with primary management or supervisory responsibilities, or a person who has a critical influence on or substantive control over the operations of the Grantee.

B. The Grantee certifies that it has verified the suspension and debarment status for all subcontractors receiving funds under this Grant Agreement and shall be solely responsible for any recoupments or penalties that might arise from non-compliance. The Grantee shall immediately notify the State if any subcontractor becomes debarred or suspended, and shall, at the State's request, take all steps required by the State to terminate its contractual relationship with the subcontractor for work to be performed under this Grant Agreement.

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

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

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

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

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

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

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

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

12. Employment Eligibility Verification. As a condition precedent to entering this Grant Agreement, and as required by IC § 22-5-1.7 and Executive Order 25-29, the Grantee swears or affirms under the penalties of perjury that the Grantee has not knowingly employed, and will not knowingly employ, an unauthorized alien. Grantee further affirms that:

A. The Grantee has enrolled in, and verified the work eligibility status of all his/her/its employees through, the E-Verify program as defined in IC § 22-5-1.7-3. The Grantee is not required to participate should the E-Verify program cease to exist. Additionally, the Grantee is not required to participate if the Grantee is self-employed and does not employ any employees.

B. The Grantee has not knowingly employed or contracted with, and shall not knowingly employ or contract with, an unauthorized alien. The Grantee has not retained, and shall not retain, an employee, and has not contracted and shall not contract with a person, that the Grantee subsequently learned or learns is an unauthorized alien.

C. The Grantee has required and shall require his/her/its subcontractors, who perform work under this Grant Agreement, to certify to the Grantee that the subcontractor does not knowingly employ or contract with an unauthorized alien and that the subcontractor has enrolled and is participating in the E-Verify program. The Grantee agrees to maintain this certification throughout the duration of the term of a contract with a subcontractor and to provide any and all such certifications to the State promptly upon request.

The State may terminate this grant agreement 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. As required by Financial Management Circular 3.3 and IC § 5-22-17-5, when the Director of the State Budget Agency makes a written determination that funds are not appropriated or otherwise available to support continuation of performance of this Grant Agreement, it shall be canceled. A determination by the Director of the State Budget Agency that funds are not appropriated or otherwise available to support continuation of performance shall be final and conclusive.

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

15. 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.

16. Insurance. The Grantee shall maintain insurance with coverages and in such amount as may be required by the State or as provided in its Grant Application.

17. Nondiscrimination. Pursuant to the Indiana Civil Rights Law, specifically 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:

A. 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's 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"). The Grantee certifies compliance with applicable federal laws, regulations, and executive orders prohibiting discrimination based on the Protected Characteristics in the provision of services. Breach of this subparagraph may be regarded as a material breach of this Grant, including for purposes of Indiana Code § 5-11-5.5-2, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Grantee or any subcontractor.

B. Grantee covenants that it does not and shall not operate any programs or engage in any practices promoting Diversity, Equity, and Inclusion (DEI), or other similar goals, that violate Indiana or Federal Civil Rights Laws by treating a person differently on the basis of race or sex, such as by considering race or sex when making recruitment, hiring, disciplinary, promotion, or employment decisions; requiring employees to participate in training or educational programs that employ racial or sex stereotypes; or attempting to achieve racial or sex balancing in the Grantee's workforce. The Parties agree that a breach of this subparagraph is a material breach of this Grant, including for purposes of Indiana Code § 5-11-5.5-2, but nothing in this paragraph shall be construed to imply or establish an employment relationship between the State and any applicant or employee of the Grantee or any subcontractor.

18. Notice to Parties. Whenever any notice, statement or other communication is required under this Grant, it will be sent by E-mail or first class U.S. mail service to the following addresses, unless otherwise specifically advised.

A. Notices to the State shall be sent to:
Indiana Department of Health
ATTN: Contract and Audit Section
2 North Meridian Street
Indianapolis, IN 46204
E-mail: idohcontracts@health.in.gov

B. Notices to the Grantee shall be sent to:
The Health and Hospital Corporation of Marion County
ATTN: Denise Ferguson, WIC Administrator
3838 N Rural St
Indianapolis, IN 46209
E-mail: dferguso@marionhealth.org

and

The Health and Hospital Corporation of Marion County
ATTN: Jennifer Morehead Farmer, Vice President of Grants
3838 N Rural St
Indianapolis, IN 46209
E-mail: jmoreheadfarmer@hhcorp.org

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 State Comptroller.

19. Order of Precedence; Incorporation by Reference. Any inconsistency or ambiguity in this Grant Agreement shall be resolved by giving precedence in the following order: (1) requirements imposed by applicable federal or state law, including those identified in paragraph 24, below, (2) this Grant Agreement, (3) Attachments prepared by the State, (4) Invitation to Apply for Grant; (5) the Grant Application; and (6) Attachments prepared by Grantee. All of the foregoing are incorporated fully herein by reference.

20. Public Record. The Grantee acknowledges that the State will not treat this Grant as containing confidential information, and the State will post this Grant on the transparency portal as required by Executive Order 05-07 and IC § 5-14-3.5-2. Use by the public of the information contained in this Grant shall not be considered an act of the State.

21. Termination for Breach.
A. Failure to complete the Project and expend State, local and/or private funds in accordance with this Grant Agreement may be considered a material breach, and shall entitle the State to suspend grant payments, and to suspend the Grantee's participation in State grant programs until such time as all material breaches are cured to the State's satisfaction.

B. The expenditure of State or federal funds other than in conformance with the Project or the Budget may be deemed a breach. The Grantee explicitly covenants that it shall promptly repay to the State all funds not spent in conformance with this Grant Agreement.

22. Termination for Convenience. Unless prohibited by a statute or regulation relating to the award of the Grant, this Grant Agreement may be terminated, in whole or in part, by the State whenever, for any reason, the State determines that such termination is in the best interest of the State. Termination shall be effected by delivery to the Grantee of a Termination Notice, specifying the extent to which such termination becomes effective. The Grantee shall be compensated for completion of the Project properly done prior to the effective date of termination. The State will not be liable for work on the Project performed after the effective date of termination. In no case shall total payment made to the Grantee exceed the original grant.

23. Travel. No expenses for travel will be reimbursed unless specifically authorized by this Grant.

24. Federal and State Third-Party Contract Provisions. If part of this Grant involves the payment of federal funds, the Grantee and, if applicable, its contractors shall comply with the federal provisions attached as **Attachment C** and incorporated fully herein.

25. Provision Applicable to Grants with tax-funded State Educational Institutions: "Separateness" of the Parties. The State acknowledges and agrees that because of the unique nature of State Educational Institutions, the duties and responsibilities of the State Educational Institution in these Standard Conditions for Grants are specific to the department or unit of the State Educational Institution. The existence or status of any one contract or grant between the State and the State Educational Institution shall have no impact on the execution or performance of any other contract or grant and shall not form the basis for termination of any other contract or grant by either party.

26. 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.

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

28. State Boilerplate Affirmation Clause. I swear or affirm under the penalties of perjury that I have not altered, modified, changed or deleted the State's standard contract clauses (as contained in the most current *State of Indiana SCM Template*) in any way except as follows:

_____

8-D. Compliance with Audit and Reporting Requirements; Maintenance of Records-Added.
26. Amendments-Added.
27. HIPAA Compliance-Added.

Non-Collusion, Acceptance

The undersigned attests, subject to the penalties for perjury, that the undersigned is the Grantee, or that the undersigned is the properly authorized representative, agent, member or officer of the Grantee. Further, to the undersigned's knowledge, neither the undersigned nor any other member, employee, representative, agent or officer of the Grantee, directly or indirectly, has entered into or been offered any sum of money or other consideration for the execution of this Grant Agreement other than that which appears upon the face hereof. **Furthermore, if the undersigned has knowledge that a state officer, employee, or special state appointee, as those terms are defined in IC § 4-2-6-1, has a financial interest in the Grant, the Grantee attests to compliance with the disclosure requirements in IC § 4-2-6-10.5.**

Agreement to Use Electronic Signatures

I agree, and it is my intent, to sign this Contract by accessing State of Indiana Supplier Portal using the secure password assigned to me and by electronically submitting this Contract to the State of Indiana. I understand that my signing and submitting this Contract in this fashion is the legal equivalent of having placed my handwritten signature on the submitted Contract and this affirmation. I understand and agree that by electronically signing and submitting this Contract in this fashion I am affirming to the truth of the information contained therein. I understand that this Contract will not become binding on the State until it has been approved by the Department of Administration, the State Budget Agency, and the Office of the Attorney General, which approvals will be posted on the Active Contracts Database: https://secure.in.gov/apps/idoa/contractsearch/

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

HEALTH & HOSPITAL CORP OF MARION COUNTY

By: Docusigned by: Virginia Caine 45E473DB4BCB4DE...

Title: Director and CMO

Date: 11/14/2025 | 11:59 PST

By: Docusigned by: Paul J Babnick D930B4E6DD10416...

Title: President

Date: 11/21/2025 | 16:25 EST

INDIANA DEPARTMENT OF HEALTH

By: Signed by: Eden Bezy 4809557E1579485...

Title: Assistant Commissioner

Date: 11/24/2025 | 06:21 PST

Electronically Approved by: Department of Administration By: (for) Brandon Clifton, Commissioner	
Electronically Approved by: State Budget Agency By: (for) Chad Ranney, State Budget Director	Electronically Approved as to Form and Legality by: Office of the Attorney General By: (for) Theodore E Rokita, Attorney General

Attachment A

Local Agency Sponsorship of WIC Services
Scope of Work
FY2026 (October 1, 2025 – September 30, 2026)

I. WIC Program Overview

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

The Indiana WIC Program is designed to provide services to individuals who are pregnant, postpartum, and breastfeeding, as well as infants and children up to the age of five (5) years who are living in Indiana, live at or below 185% of the federal poverty level for income, and are assessed as having at least one nutritional/medical risk factor. The Program provides clients with supplemental nutritious foods, nutrition education and counseling, breastfeeding support, and health/social service referrals. Indiana WIC clients redeem benefits for prescribed WIC foods at authorized retail food stores or pharmacies. Clients are periodically reassessed for eligibility according to designated timelines.

WIC services:

✓ Partner with local vendors to provide access to nutritious food.
✓ Promote healthier eating and physical activity.
✓ Support breastfeeding.
✓ Offer referrals to health and social services.

The Indiana Department of Health (IDOH) administers the Indiana WIC Program and contracts with various local agencies around the state to provide local sponsorship and support of WIC clinics. The contracted agencies include hospitals, healthcare agencies, county health departments, not-for-profit agencies, and social service programs. The local agency provides services to applicants and clients, 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 grant funding, budget and technical assistance, training workshops, monitoring, and policy and procedures guidance.

Local Agency Responsibilities:

- Administer the Indiana WIC program within local communities.
- Ensure a physical location(s) for WIC services to be provided in the community.
- Actively participate in the annual budget and contracting process.
- Fulfill the terms of the contract.
- Participate in monitoring engagements to review fiscal and programmatic compliance.
- Attain knowledge and understanding of USDA Code of Federal Regulations specific to WIC.
- Attain knowledge and understanding of Indiana WIC policies and procedures.
- Ensure the entire local agency is educated and aware of the Indiana WIC program, and WIC services are included in social media and marketing efforts.
- Ensure fiscal and program integrity, including an annual fiscal audit by an independent audit agency.
- Ensure compliance and accountability with all WIC federal and State requirements – fiscal and programmatic.
- Designate a local agency staff person to serve as the Supervisor for the WIC Coordinator and act as an ally for the Indiana WIC program.
- Provide and educate WIC staff on local agency policies and procedures as they relate to compensation/fringe, performance management, job expectations, safety, training, and other employment-related matters.
- Respond timely to periodic information requests from the State WIC Office.
- Demonstrate collaboration and partnership with other key stakeholders in the community.
- During the WIC vendor re-contracting process, engage both current and potential WIC-approved vendors in the contract process to support greater access to WIC foods in the local community, considering culturally appropriate foods that meet the needs of the service area demographics.
- Facilitate mandatory annual training for all approved vendors in the local area with information provided from the State WIC vendor team.
- Develop and maintain disaster policies related to the WIC program to ensure services can continue during emergency situations, and staff and clients maintain health and safety.
- Ensure that all WIC clinic staff attend mandatory annual training opportunities offered by State WIC team.

II. Funding

The IDOH is awarded federal funds from USDA FNS to implement the Indiana WIC Program. The funds awarded to IDOH are based on the number of participating clients. The services provided by the Indiana WIC Program must be completed at no cost to the applicants and clients. Annually, the State WIC Office provides an allocated budget number to WIC local agencies. The WIC local agencies then submit a budget proposal to the Indiana WIC program for approval. Once the local agency's Annual Budget Request

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. Funds authorized during a fiscal year may not be carried over to future fiscal years.

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 450 clients for each full time equivalent (FTE) staff member should be maintained. Each FTE yields 2,080 personnel hours per year. The FTE total includes staff time for all proposed positions. Adjustments may be made for agencies having unavoidable time lost due to staff traveling between clinic sites, agencies performing certifications in hospitals or alternate clinic location (as approved), or agencies whose personnel policies provide paid leaves of absence for maternity or sick leaves.

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

Clinic staff are not state employees. The Indiana WIC Program establishes the minimum qualifications, based on federal regulations, and local agencies hire WIC clinic staff. The local agencies must establish position qualifications based on the Indiana WIC Program's standard qualifications. Job description content provided by the Indiana WIC Program is required to be used by local agencies in the development of their WIC staff job descriptions. Please see attached Appendix A with WIC clinic staff job descriptions. The WIC clinic staff must follow the policies and procedures of the local agency and the Indiana WIC Program, and the Local Agency administrators are responsible for ensuring that the agency adheres to all Indiana WIC policies and procedures. Any deviations from required job descriptions must be submitted for review by State WIC Office. State WIC Office must approve revised job description before the hiring processes can begin.

WIC Coordinator:

The WIC Coordinator is responsible for managing all aspects of the local WIC program. This position manages health professionals known as Competent Professional Authorities (CPAs) and other clinic staff, communicates with local agency administration and the State WIC Program staff, manages the budget, resolves clinic and vendor concerns, reviews clinic data, oversees outreach functions and may also function as a CPA and/or the agency Breastfeeding Coordinator. The WIC Coordinator must meet the minimum qualifications of a CPA. The WIC Coordinator is responsible for the implementation of all administrative functions of the WIC program in partnership with their sponsoring agency leadership, including reporting any concerns or challenges that arise to the State WIC Office. The WIC Coordinator position must be staffed equal to the number of days the clinic is open. The Coordinator must be present in the clinic

during all scheduled hours up to the limit of the local agency's full-time employees. When the Coordinator is scheduled out of the office, another CPA-qualified staff person should be designated as the contact person for each clinic site.

If WIC Local Agency caseload permits and approval is given by State WIC Office, local agencies may have an Assistant Coordinator and/or Assistant Breastfeeding Coordinator role. Assistant Coordinators must meet all qualifications outlined for WIC Coordinator and/or Breastfeeding Coordinator.

Competent Professional Authority (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 computerized application, creation of a food package, nutrition education and counseling, breastfeeding education and support, making referrals, and written documentation of the certification and nutrition process. A CPA must be available during all clinic hours. If the CPA is scheduled out of the office, it is the responsibility of the local agency to make arrangements to have the clinic covered by another CPA. Some local agencies may have State WIC Office approval to have CPAs working in hospitals to provide certifications, breastfeeding support, and nutrition education.

A Qualified Nutritionist is a CPA responsible for additional duties specific to counseling high risk clients. They are responsible for developing the local agency nutrition education program including completion of the annual local agency Nutrition Education Plan and evaluation and maintenance of the local agency nutrition education inventory.

Breastfeeding Coordinator:

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

If WIC Local Agency caseload permits and approval is given by State WIC Office, local agencies may have an Assistant Breastfeeding Coordinator role. Assistant Breastfeeding Coordinators must meet all qualifications outlined for Breastfeeding Coordinator.

Breastfeeding Peer Counselors (PCs):

The ideal Peer Counselor is a breastfeeding parent, hired from the local WIC client population. PCs are trained using USDA's WIC Breastfeeding Curriculum Levels 1 (one) & 2 (two) and are available to promote and support breastfeeding to clients and in the community. All of a Peer Counselor's time should be scheduled in the clinic, during the clinic's open hours, but up to 20% of scheduled hours may be flexed to accommodate approved client contacts that may occur outside of those hours. Peer Counselors are critical to the WIC relationship with clients, and they may not work in another capacity in the clinic while employed as a Peer Counselor. Duties include providing basic breastfeeding information and support to prenatal and breastfeeding clients, keeping records of all contacts, attending Peer Counselor meetings, and making referrals to the Breastfeeding Coordinator, Designated Breastfeeding Expert, or CPA when encountering problems outside of the PC scope of practice.

Designated Breastfeeding Expert (DBE):

The WIC Designated Breastfeeding Expert must complete levels 1-4 (one through four) of the USDA WIC Breastfeeding Curriculum training, have at least one (1) year of experience in counseling breastfeeding clients and infants, and is an IBCLC, physician, nutritionist, dietitian, registered nurse, physician assistant, or have completed a minimum of 8 (eight) college courses from an accredited institution in Health Sciences. The WIC DBE is responsible for providing advanced breastfeeding support to clients, acting on all referrals from other WIC staff regarding situations beyond their scope of practice, and assessing and counseling breastfeeding clients and infants with complex breastfeeding situations. All local agencies are required to have a qualified Designated Breastfeeding Expert. Local agencies may have more than one clinic staff member who qualifies as a DBE.

Clerical Support Staff:

The Clerical Support Staff (Clerk) is responsible for scheduling individuals for clinic appointments and assisting with the eligibility intake of applicants. The eligibility determination includes screening applicants' identification, residency, and income, and documenting in the INWIC management information system. Additional job responsibilities may include benefit issuance, explaining program benefits, charting appropriate client information into INWIC, referring clients for breastfeeding support and supporting clients' breastfeeding goals. A Clerk must be present during all clinic hours when Certifications are being completed to ensure separation of duties. When the CPA is out of the office due to an unscheduled event, the Clerk will remain in the clinic to reschedule appointments, answer the telephone, and perform benefit issuance.

Vendor Liaison (if included in budget):

The Vendor Liaison will respond to WIC clients and vendors in a prompt, pleasant, and helpful manner. They will maintain client confidentiality and ensure compliance with

confidentiality agreements; serve as a liaison between WIC program, clients and contracted vendors; provide monitoring support to and serve as the primary contact for contracted WIC vendors; and maintain a file with for each vendor with necessary documents such as applications, training documents, contracts, complaints (vendor and client), and monitoring forms.

IV. Services Provided by the Local Agency WIC Program

The local agency provides WIC services to potential applicants and clients. This includes determining eligibility for certifications and re-certifications, issuing benefits, providing second nutrition education contacts, and performing mid-certification health screening for infants, children, and individuals who are exclusively or mostly breastfeeding.

Certification and Re-certification

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 client is potentially eligible for the WIC Program depends on the client's category. Client certification and re-certification must take place in the WIC clinic and is ideally performed by two WIC staff members to ensure separation of duties.

A Certification involves a person initially making an appointment with the local clinic. At the appointment, the applicant, parent, guardian, or other authorized representative must:

- Provide documentation of identity, residency, and income.
  Supply information required by the Management Information System (MIS).
- Sign the WIC Applicant Consent Form to give consent for screening for WIC services and release of information under the conditions specified, as well as acknowledge being advised of the rights and obligations under the program, and accept the terms of the program.
- Have a height, weight, and if required, a hemoglobin value obtained.
- Have a nutritional assessment for nutritional risk determination.
- Receive appropriate referrals to health and social service agencies.
- Receive client-centered services through nutrition education and counseling.
- If eligible, receive benefits for prescribed foods, program materials, and education on how to use eWIC benefits.
- Obtain another appointment for a second nutrition contact in conjunction with eWIC benefit issuance.

Once certified for the WIC Program, there are specific timelines when re-certification occurs, and a client must reapply and be reassessed for eligibility. A clinic appointment for the re-certification is scheduled for the client and the same procedures are followed as during an initial certification appointment.

Benefit Issuance

If an applicant is found eligible for WIC services, benefit issuance will occur. Benefits are preferably issued for each household for three (3) months at a time. Benefits are loaded onto the eWIC card by the appropriate WIC staff member, and clients are provided education on how and where to redeem those benefits.

WIC Clinics

Each local agency will create a clinic environment that maintains the highest levels of friendliness, equity, respect, and helpfulness. Each local agency clinic will display a positive reflection of the Indiana WIC program. In addition, each local agency clinic environment will promote breastfeeding as the normative method of infant feeding. Local Agency WIC programs should adhere to the WIC Clinic Environment policies to ensure a quality client experience.

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 alternate locations (as approved) within the approved service area. It must be cost effective to maintain locations outside of the WIC clinic, and all sites must be approved by the State agency prior to implementation.

An important element of the WIC Program is the building where clients are seen. Some WIC clinics are 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 clients through the clinic.
- The need for confidentiality during income screening, obtaining measurements, health, and nutrition assessment, and providing breastfeeding support.

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

Physical accessibility of the clinic site location is very important. Clinic site locations must meet the standards of the Americans with Disabilities Act (ADA). This requires reasonable accommodation for individuals with physical impairments and disabilities. Public buildings must have entrances, rooms, restrooms, and hallways that are accessible to wheelchair users. Clinic accessibility is affected by adequate parking space close to the clinic. Parking

must be available so children will not be endangered by street traffic while going to or leaving the clinic.

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

The local agency will maintain a clinic environment that supports the community they serve. Clinic staff will use compassion and empathy when serving clients, providing nutrition education, breastfeeding education, and breastfeeding support to the client's expressed, need regardless of background. Each local agency will display a positive reflection of the Indiana WIC Program through compliance with the WIC Clinic Environment and Customer Service policies.

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

The general areas needed by the WIC Program include a receptionist area, waiting room, space to screen income, a room to obtain measurements and hemoglobin, a health / nutrition / breastfeeding assessment / counseling area, and a nutrition education class area. There are additional areas needed in the clinic including restroom facilities for staff, clients, and other visitors. A supply room to store program and nutrition education materials, a copy machine, and other supplies are also needed. Breast pumps must be stored securely in a locked cabinet. It is not recommended to provide classes in the waiting room because of constant interruptions. An additional room for nutrition or breastfeeding education classes or staff in-services and meetings is preferred. A separate space for breastfeeding privacy and counseling is required. WIC local 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 benefits. The receptionist 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 hemoglobin screens should be 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. An infant changing station should be

accessible to clients and ideally close to the area where measurements are obtained.

Clinic Flow

Another major determinant of space needed is clinic flow. Clinic flow may vary from clinic to clinic. Applicant screening must be conducted in a space or area that provides privacy and limits interruption and interference from other individuals checking in or waiting to be seen for services.

The nutrition risk assessment must be completed by a CPA in the CPA's office. An explanation of how to use the benefits may occur either in the receptionist area or in the CPA's office. The breastfeeding education may occur in the Peer Counselor's office. Breastfeeding assessment may occur in the DBE's office. The next appointment can be scheduled by the Clerk or CPA.

Hours of Operation

State WIC policy addresses hours of operation. Clinic hours should be posted in a location that is visible from the exterior of the building. If posting on the outside of the building is not possible there must be another way to inform applicants of the clinic hours (e.g., website, mobile app, text message).

Clinic hours of operation are determined by the local agency's assigned caseload and number of staff hours. Clinic hours of operation must allow for access to services by working applicants and clients, individuals living in rural areas, and other applicant needs specific to the area such as serving migrant populations. As a service to clients needing WIC services, single clinic agencies or the largest clinic in a multi-clinic agency, must not be closed for more than two consecutive days including weekends.

Clinic hours of operation should include evening hours for one or more days each week in a single clinic agency or in the largest clinic in a multi-clinic agency to accommodate working applicants and clients. Clinic hours must be as consistent as possible to avoid confusion for applicants and clients. 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).

Scheduled clinic days cannot be closed without prior approval by the State WIC Office. There must be a plan for how clinic services will be met during the proposed closed period. All changes made to the clinic hours must be submitted in writing to the State WIC Office for approval prior to implementing the changes.

The local agency Coordinator is responsible for setting clinic hours that accommodate caseload and client need while maintaining the budgeted number of staff hours. Clinic hours should reflect client need and not be based on staff preferences. Single clinic agencies or the largest clinic in a multi-clinic agency must not be closed for more than two consecutive days, including weekends.

Appointment Scheduling

In general, clients should be seen for certifications within twenty (20) minutes after the clinic is opened and no more than one (1) hour before the clinic closes. Clinics may not block time on the scheduler for charting if that restricts client access to services. Benefit issuance can occur up to the time the clinic closes. All local clinic staff must take an unpaid lunch. The clinic may close if the agency chooses to provide the lunch time for all staff at once but may not close for more than one hour during lunch. Clinics must remain open and available for benefit issuance during all posted hours that staff are not taking lunch.

Appointments should be evenly distributed over the hours of clinic operation. All special nutrition risk applicants (pregnant individuals, infants, and migrant workers) must be offered a certification appointment within ten (10) calendar days of their request for WIC services. Appointment slots must be designated for these individuals within the clinic calendar. All applicants who are not designated as at special nutrition risk must be offered a certification appointment within twenty (20) calendar days of their requests. If an agency is unable to maintain the 10/20 day requirement for thirty (30) days or more, the local agency Coordinator must submit a plan and timeline for rectifying the issue to the State WIC Office.

Equipment

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

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

Computers, printers, and other specified equipment are required to appropriately provide WIC clinic services. This equipment, software, and maintenance are provided through an IDOH contract and include the following:

- Laptop computers.
- ePad.
- Card Swipe.
- Document Scanner.
- Tablet.

Measurement Equipment

Technical requirements used when purchasing measurement equipment and procedures for weighing and measuring clients and testing hemoglobin levels are found in the Indiana WIC Program Policy and Procedure Manual. The required measurement equipment includes:

- Pediatric and adult scales to obtain a weight measurement for applicants and clients.
- Recumbent board for obtaining length measurements for infants/young children.
- Non-stretchable measuring tape 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 Department of Health website at http://www.in.gov/health/weights-measures-metrology/. 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.

Hemoglobin value is the most used test to screen for iron deficiency anemia. In Indiana, a Hemocue analyzer and accompanying Microcuvettes or a Pronto analyzer with accompanying adult and pediatric sensors and cable, are used to measure the hemoglobin level. The Hemocue measurement is obtained by utilizing the following supplies:

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

The local agency is responsible for providing hands-on training to employees for correct procedures to obtain a hemoglobin value and for using the Hemocue and Pronto analyzers.

CLIA Waiver

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

Infection Prevention/Universal Precautions

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

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

The 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. Proof of vaccination or a signed waiver must be kept on file at the local agency.

The sponsoring agencies are responsible for ensuring annual completion of State WIC Universal Precautions training by all employees. The Employee Training and Inservice Education Plan policy in the Management Chapter of the Indiana WIC Program Policy and Procedure Manual outlines required new and annual staff training. Documentation of the employee's completed trainings, outside of those completed on IN Train, must be maintained in the agency's Inservice and Education Plan on the IN WIC SharePoint site.

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

Record retention and disposal procedures are addressed in the Management Chapter and the Finance Chapter of the Indiana WIC Program Policy and Procedure Manual. There must be an adequate area to store forms and hardcopy records at the local agency clinic.

Client Records

All client information is entered into the MIS. The Indiana WIC Policy and Procedure Manual lists records to be retained in the MIS. Some client records, however, must continue to be retained in the clinic for purposes of complying with Indiana Code and/or for physical audit. The following paper files must be maintained in each local agency:

1. ***Daily File***

This will contain the Eligibility of Public Benefits section of the WIC Signature Page for all applicants, parents, guardians, or other authorized representatives 18 (eighteen) years of age and older who come for a Certification appointment.

2. ***Destruction of Returned Formula Log File***

This will contain completed copies of the Destruction of Returned Formula Log used to document formula purchased by WIC clients that is returned, usually, when a formula change is requested. The USDA follows FDA guidelines and requires that all returned formula be destroyed and not be reissued to other clients. The State of Indiana WIC policy on Returned Formula addresses the handling and destruction of returned formula.

3. ***Unusable eWIC Card Log File***

This file will contain completed copies of the Unusable eWIC Card Log used to document card numbers of eWIC Cards that are deemed unusable prior to issuance. The reason for the card not being usable is noted on the log.

4. Client Sanction File

This will contain the Sanctions Due to Program Violations form and any accompanying documentation (e.g., cover letters explaining to the client repayment for WIC benefits).

5. Civil Rights Client Complaint File

This will contain all civil rights complaints with any follow-up or resolution to the complaints including fair hearing notices and outcome. Due to concerns over possible staff retaliation, entering client complaint information into the client record on the MIS is not allowed.

6. Non-Civil Rights Client Complaint File

This will contain all non-civil rights complaints with any follow-up or resolution to the complaints including fair hearing notices and outcome. Due to concerns over possible staff retaliation, scanning of client complaints into the client record on the MIS is not allowed.

7. Voter Registration Transmittal File

This file will contain copies of the Indiana Voter Registration Material Transmittal Form (VRG-9) and receipts.

8. Subpoena, Search Warrant, Court Order File

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

9. Breast Pump Log File

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

Vendor Records

1. Individual Vendor File

The local agency should maintain an individual file for each vendor in the local agency's service area with vendor-specific documents, including vendor applications,

price lists, vendor correspondence, pre-authorization reports, monitoring reports, and vendor complaints against clients and complaints from clients against vendors.

2. Vendor Agreements File

A complete current vendor agreement must be on file for each authorized vendor in the agency service area. Chain vendors who operate under the same store type (e.g. food, grocery with pharmacy, or pharmacy-only vendor) and under the same waiver conditions should have 1 (one) vendor agreement for all relevant vendors, signed by the owner or authorized corporate official and appropriate sponsoring agency official. The local agency must maintain an accurate list of authorized vendors for client use that lists pharmacy-only vendors separately.

3. Vendor Training File

Records should be maintained for all annual vendor training conducted by the local agency, including the correct mandatory training notices with trainings dates, time and locations listed.

4. WIC Connect (EPPIC) Reports File

All WIC Connect reports provided to the local agency by the Indiana WIC Program should be maintained, reviewed, and responded to within the month that the report is generated.

- **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, and Indiana Code. Records must be retained for three, five, or seven years beyond the closeout of the federal fiscal year depending on the type of record. The Indiana WIC Program Policy and Procedure Manual provides specific guidance on record retention and disposal. Prior to disposal of records a Request for Disposition of Records (SF 48055) must be completed and approved by the State WIC office. Disposal of records must be by incineration or shredding and not through trash removal.

- Financial records and some client records are retained for three years beyond the federal fiscal year closeout. These files include:
    - Client Sanction file.
    - Client Complaint file.
    - Subpoena, Search Warrants and Court Orders File.
    - Civil Rights and Fair Hearing Records.
    - Multi-user Pump Loan Agreements.
    - Breast Pump Log file.
    - General ledger.
    - Timecards.

- Time studies.
- Cost allocation plans.
- Unusable eWIC Card Log file.
- Mailed Card Log file.
- Separation of Duties Log file.
- Hospital Certification Log file (if applicable).
- WIC Temperature, Cleaning and Control Log file.
- Voter Registration Transmittal file.
- Vendor applications.
- Vendor price lists.
- Vendor agreements.
- Vendor agreement cover letters.
- General correspondence to vendors.
- Client complaints against vendors and follow-up action taken.
- Vendor complaints against WIC clients and follow-up action taken.
- Vendor training announcements.
- Vendor monitoring forms completed by the local agency.
- Pre-authorization reports completed by the local agency.
- Vendor training materials.
- WIC Connect reports and follow-up action taken.
- Vendor lists given to clients after certification.
- Payroll ledger.
- Bank statements.
- Invoices.
- Bills.

- Client Daily Files containing documentation of Eligibility for Public Benefits prior to discontinuance in July 2023 must be retained for five years beyond the federal fiscal year closeout.

Client Fraud, Abuse, and Sanctions

Sometimes clients may abuse WIC Program benefits in such a manner that requires a sanction to occur. The type and frequency of abuse determines the sanction issued. The Management Chapter of the Indiana WIC Program Policy and Procedure Manual contains a Client Fraud, Abuse, and Sanction policy along with a list of possible violations and sanctions and the Sanction Due to Program Violations form. The list of possible violations and sanctions includes the frequency of an offense, the corresponding sanction, and the duration of the sanction. The Indiana WIC MIS will print the Sanction Due to Program Violations form to be completed when issuing a client sanction. The Coordinator must make sure there is adequate evidence documented to sanction clients. The Sanctions Due to Program Violations form is used to sanction clients. The local agency should work with the State WIC office for sanctions involving major violations. With approval from the State WIC office, a Coordinator may waive the sanction if the sanction would impose a serious health risk to the client.

Right of Appeal/Discrimination Complaint

A WIC applicant or client has the right to appeal a decision regarding their eligibility, suspension, termination of benefits, or repayment of the value of food benefits. The applicant or client has 60 (sixty) 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 applicant or client is not satisfied with the decision they receive. The first review involves having a WIC Coordinator's Association member serve as a fair hearing officer at the local agency level. After a decision is reached, reconsideration can be requested by the applicant/client to the State WIC Director. A judicial review is the third level of appeal.

Any applicant or client who feels they have been discriminated against because of race, color, national origin, sex, age, or disability may file a civil rights complaint within 180 (one hundred and eighty) 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 U.S. Department of Agriculture, Office of the Assistant Secretary for Civil Rights and maintained on file at the local agency. If the basis of the discrimination complaint is because of religion, the applicant/client may file a complaint, which is sent directly to: Indiana Civil Rights Commission, Indiana Government Center-N103, 100 North Senate Avenue, Indianapolis, IN 46204. The agency must maintain a paper copy of all occurrences.

It is the responsibility of the local WIC clinic to ensure that discrimination does not occur. This is done through regular training of staff, providing outreach activities to reach targeted populations served by the local agency, compliance with the State WIC Customer Service and Clinic Environment policies, and appropriately processing civil rights complaints. Civil Rights training must be completed annually by all local agency WIC clinic staff, and all WIC-funded staff must complete the provided training and keep record of that completion. 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, clients, and potentially eligible persons about the WIC program. "And Justice for All" posters in sufficient numbers must be placed in prominent locations 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 should ensure interpretation services and translation resources are available and make efforts to employ members of non-English

speaking communities to ensure appropriate cultural competence and better program accessibility for clients.

The Indiana WIC Program makes available to local agencies interpretation services and translation resources, including services for deaf and hard-of-hearing individuals. Reasonable effort should be made to accommodate the communication needs of people who are blind and/or deaf.

Confidentiality

The Management Chapter of the Indiana WIC Program Policy and Procedure Manual contains two policies that address confidentiality. Local WIC agencies must limit the disclosure of information obtained from clients and applicants. There are specific persons designated by Food and Nutrition Service, USDA Federal Regulations, 7CFR Part 246.26(g), who may have access to WIC records. They include:

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

All local agency employees, contracted persons, and volunteers must sign an Indiana WIC Employee Confidentiality and Compliance Agreement.

Data Sharing Agreements and Memorandums of Understanding

There are specific state agencies that have a written Data Sharing Agreement with IDOH to allow the release of WIC client information. The Indiana WIC Program State Office is responsible for releasing information to agencies with a Data Sharing Agreement. The agreements allow client 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 client information only for the purpose of establishing program eligibility or outreach. The client 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 Data Sharing Agreement; nor can the agency release information to the Indiana WIC Program, local agency, or WIC clinics.

The local WIC agency may choose to enter into an agreement with an outside agency, or with another program within the local agency, that is not involved in a Data Sharing Agreement with IDOH. These agreements are made through a Local Agency Memorandum of Understanding (MOU) for the purpose of outreach and eligibility determination for the other program. The Management Chapter of the Indiana WIC Policy and Procedure Manual includes policy

guidance on how to prepare the MOU document. All MOUs must be reviewed by the State WIC MOU Committee prior to signing to ensure that the information being shared is appropriate. The client must review the Local Agency Data Sharing Notice at Certification which states the agencies to which referral by clinic staff will result in the limited release of the client's information. Data is generated from the MIS referral screen unless a local agency uses a paper intra-agency form for referrals. The data will be prepared by the State WIC Epidemiologist and securely forwarded to the WIC Coordinator to share with the agreeing agency. Any information released about a WIC client to agencies not covered by a Data Sharing Agreement or a Local Agency MOU must be done using a Release of Information form that is signed by the client or Authorized Representative.

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. All Indiana residents aged 18 (eighteen) and older are considered mandated reporters. 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 Indiana Child Abuse and Neglect Hotline. 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

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 of the Indiana WIC Policy and Procedure Manual. If the Indiana WIC Program determines that the information requested in a subpoena 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.

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 client confidentiality. Once applicant or client 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 client information. Local agencies affected by HIPAA regulations

may want to consider evaluating whether 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 WIC Coordinator. The WIC staff may assist with carrying out some of the plans, which include:

1. Community Promotion Plan

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

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

The WIC Coordinator must include all trainings not completed on IN Train in the plan. This includes State WIC monthly webinars, continuing education, staff meetings, and policy updates. WIC staff may initiate suggestions for in-services. The plan must include the date of the in-service, the topics that were addressed, and the staff in attendance.

3. Nutrition Education Plan

Federal Regulations require each state to have a Nutrition Education Plan. The plan is a part of state and local program planning. It consists of a local agency action plan for providing nutrition and breastfeeding 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 Agency Nutrition Education Plan describes local agency special initiatives for the new fiscal year and the scope of nutrition and breastfeeding education activities provided by local agencies. The local agency submits their Nutrition Education Plan results to the State WIC Nutrition Services staff. WIC clinic staff document nutrition contacts in the MIS. The Coordinator ensures that clinic staff document the correct information in the MIS.

Healthcare Provider Agreements

The Management Chapter of the Indiana WIC Program Policy and Procedure Manual contains a Healthcare Provider Agreement policy and forms. The agreements are needed for clients 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 clients. The local agency must have agreements with physicians and/or clinics that are willing to accept referrals of WIC clients and provide health care services. There must be enough agreements signed to include referrals for all client categories and to provide adequate coverage for the area served by the local agency WIC Program. The agreements must be updated annually. Local agencies that operate their own healthcare clinic where pediatric and/or prenatal care are provided can opt out of these agreements, providing the healthcare services also cover the counties or communities where the agency provides WIC services. These agencies must also inform applicants at each Certification appointment of available health services offered through the local agency and make referrals to the healthcare clinic as the client requests.

Local Agency Policies

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

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

Social Media

Local agencies are encouraged to utilize social media tools (Facebook, Pinterest, YouTube, Instagram, etc.) to increase the timely dissemination of program information and facilitate information sharing about WIC program benefits and services. Social media tools shall be used when appropriate to enhance communication and engagement while supporting the mission and goals of the WIC program. If a local agency elects to use social media, the local agency must develop a policy and procedure for social media usage that is approved by the State WIC Office. The local agency Coordinator is responsible for establishing and supervising all social media accounts for the sponsoring WIC agency. Local

Agencies must allow WIC staff and clinics access to social media sites such as YouTube, Facebook, etc. when directed by the State Office for Indiana WIC purposes.

Performance Appraisals

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

Farmers' Market Nutrition Program (FMNP)

Local agencies may elect each year to participate in the FMNP. To participate in FMNP, local agencies must enter in a contractual agreement with the appropriate authority. WIC funds may not be used on any activities that fall outside federally approved WIC activities. FMNP distributes benefits to WIC clients that may only be redeemed at farmers' markets for the purchase of fresh fruits and vegetables. The FMNP season typically runs from June through October.

Coordination of Services

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

Immunization

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

Voter Registration

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

Homelessness Agreements

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

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 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 program administration, clinic services, vendors, breastfeeding, nutrition, formula, and WIC Eligible Nutritional (WEN) products, data, communications, financial information, and the WIC management information system.

Communication from the State

Correspondence from the Indiana WIC Program is received by local agencies and WIC clinics via telephone, face-to-face visits, e-mails, webinars, SharePoint, the IDOH website, and virtual or conference calls. Local agencies and WIC clinics must be capable of receiving all forms of desired communication from the State and must provide telephone and fax numbers to the State on the SharePoint site. Each WIC employee should have an assigned e-mail address with the local agency domain to facilitate communication via e-mail. State WIC staff reserve the right to communicate with any WIC employee at any time regarding program-related inquiries or guidance. An individual WIC employee email address is also required for the State WIC Project Manager to establish the employee's user account for the MIS. 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 training for new WIC clinic staff. This training includes:

Clinic Services Training

This training provides an introduction to Indiana WIC and the certification process including scheduling, application, the Applicant Consent Form, and proofs of eligibility. It also addresses customer service standards and WIC vendor information for clinic staff. 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 typically asynchronous.

1. Nutrition Services Training

This training is for CPAs, Coordinators, and Breastfeeding Coordinators. The topics include anthropometric and hematological measurements, nutrition assessment, risk factors, food prescriptions, client-centered nutrition services, and nutrition education contacts. The training is typically asynchronous.

2. Coordinator Orientation

A written notice from the Indiana WIC Program Director welcoming the new Coordinator is sent within a few days of their start including instructions to register for Coordinator Orientation, a required in-person training with State Agency staff that covers duties of the Local Agency WIC Coordinator.

3. WIC Breastfeeding Support Training

Breastfeeding promotion and support is the responsibility of all WIC clinic staff. The WIC Breastfeeding Support Curriculum training provides an overview of WIC breastfeeding promotion and support and is divided into four levels that build upon each other based on the scope of practice of each WIC role. Level 1 will be completed by all staff in a client-facing role. Level 2 will be completed by all Peer Counselors, CPAs, Breastfeeding Coordinators, Coordinators, and Designated Breastfeeding Experts. Level 3 will be completed by all CPAs, Breastfeeding Coordinators, Coordinators, and Designated Breastfeeding Experts. Level 4 will be completed by the local agency Designated Breastfeeding Expert(s). This course is typically offered in an asynchronous format.

All Level 2 staff and above must complete pump training. Completion is required before issuance of breast pumps. The training reviews all breast pumps and supplies offered by the Indiana WIC program. Staff will learn about the operation and use for each pump, as well as the policies concerning issuance and documentation, before issuing to clients. This training is typically offered in an asynchronous format.

4. Breastfeeding Coordinator Training

This training focuses on the responsibilities specific to the Breastfeeding Coordinator, including Peer Counselor Management. This training is completed in-person or virtually with the State Breastfeeding Team.

5. Breast Pump Training

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

State Policies

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

Transition Plans

In the event a Grantee receives a Termination Notice pursuant to Paragraph 18 or 19 of this Grant Agreement, or the Grantee's contract is allowed to expire, the Grantee shall contribute input and appropriate language for a transition plan in conjunction with the new grantee selected by the State to assume control of the project, territory, or county. The current Grantee and new Grantee shall complete a Transition Plan draft and submit to the State for review and approval. Once approved by the State, both parties must execute the Transition Plan by including signatures of authorized representatives of each party and submit an executed copy to the State. Parties will then proceed with appropriate transition activities as outlined in the Transition Plan. Failure to comply with this requirement may result in the current Grantee not being able to claim reimbursement for services.

Lobbying Prohibited

WIC employees shall refrain from using knowledge gained through their WIC employment to attempt to influence deliberations or actions by Federal, state, or local legislative or executive branches.

No grant funds can be used by WIC grantees for grassroots lobbying activity directed at inducing members of the public to contact their elected representatives to urge support of,

or opposition to, proposed or pending legislation or appropriations or any regulation, administrative action, or order issued by the executive branch of any Federal, state, or local government. Grantee communications from which an external audience may infer that it should contact legislators concerning specific legislation should be considered carefully because they may run afoul of the prohibition unless the communications fall within certain recognized exceptions to the definition of "lobbying" or "influencing legislation."

Except in certain cases of state and local government communication, as part of their normal and recognized executive-legislative relationships, grantees are restricted from using federal funds to attempt to influence deliberations or actions by Federal, state, or local legislative or executive branches. This includes communications to a legislator or executive official that refer to and reflect a view on specific measure (legislative or executive).

Computer Maintenance

The MIS is utilized for scheduling, client certifications/re-certifications, nutrition education documentation, transfers, mid-year certifications/medical data updates, food benefit issuance, and reports. The system has various procedures that must be followed for maintenance.

An online INWIC System training as well as training scenarios to be completed on an MIS training site are available for new staff to review the basic functionality of the computer system, to complete a certification, and other key functions.

The Local Agency is responsible for ensuring that all state-provided equipment is maintained in good working order. A comprehensive user agreement policy for all state-provided equipment and supplies can be found on SharePoint. Substantial or unusual damage to WIC equipment may result in the local agency accruing fees or paying for the cost of replacement.

Separation of Duties and Conflict of Interest

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

- A Clerk and a CPA must be present to avoid conflict of interest in performing intake and determining income eligibility and in assessing medical and nutritional risk and providing nutrition counseling for the same person.
- An employee cannot certify themselves, relatives, or close friends.
- A list must be maintained by the local agency of WIC employees and relatives or dependents of WIC employees who are receiving WIC.

To provide accountability and separation of duties, one staff will verify receipt of the eWIC Card stock shipment, and a second will enter the card stock numbers into INWIC. Measures must be taken to monitor the eWIC Card stock. The WIC Coordinator is responsible for ordering the card stock and knowing the amount needed for the agency.

In addition, State WIC staff have access to MIS reports showing Certification appointments where Separation of Duties was not provided. These reports are available to WIC Coordinators and their designees. The reports are to be retained for review during the local agency's onsite comprehensive clinic review, completed biennially. The State of Indiana WIC has a policy addressing Separation of Duties in the Management Chapter of the policy manual.

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.

Several computer reports are provided by the MIS. Several reports are received only by the State WIC Epidemiologist.

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 received food benefits for use during the report month), referral rates, breastfeeding rates, and other Program trends.

Quality Assurance

The Indiana WIC Program Nutrition and Clinic Services staff, Breastfeeding 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 the review findings and corrective actions, including required staff training and observations, and documentation to be submitted. The local agency will have 60 (sixty) days to respond in writing to the corrective actions. The appropriate consultant will review the local agency responses and documentation and provide a follow-up letter. Depending on the results of the review and follow-up, additional actions may be required of the local agency to return to compliance with federal and state policy.

Vendors

Clients obtain their prescribed WIC food through a retail food delivery system. This system includes grocery stores, pharmacy-only vendors, grocery stores with pharmacies, and direct shipment of WEN/Infant formula. Pharmacy-only vendors are needed to supply infant formula and WIC eligible nutritionals not available through food stores. Clients are provided a list of the authorized retail food stores that accept WIC benefits after they are certified. The stores must be authorized by the Indiana WIC Program to accept WIC benefits. WIC Coordinators or a designee must complete the following:

- Establish three (3)-year vendor agreements using the list of approved vendors provided by the Indiana WIC Program.
- Assist vendors when needed with clarification on vendor policies and procedures for redeeming benefits.
- Assist clients that have trouble using their benefits or finding special foods/formula.
- Maintain and provide documentation on vendor activities for State review such as vendor agreements, letters, or other communications to vendors.
- Conduct vendor training annually in September using materials provided by the Indiana WIC Program. The September training is mandatory and requires all WIC-approved vendors in attendance.
- Conduct new vendor training, pre-authorization visits, monitoring visits, and follow-up visits upon request from the Indiana WIC Program.
- Respond to complaints from vendors and complaints about vendors by investigating the complaint to get both sides of the issue. Document complaints and action taken or refer complaint to Indiana WIC Program.
- Review WIC Connect reports and document follow-up.
- Maintain vendor records as directed by the Indiana WIC Program.
- Forward requests for vendor supplies (door decals and shelf tags) to the Indiana WIC Program.
- Notify the Indiana WIC Program immediately when there is a change in vendor status such as ownership change, store closed, store damaged by fire or weather, store name change, etc.

Direct Ship

Local Agencies may participate in the Direct Ship Program to obtain exempt formula or eligible nutritionals ordered by State WIC Office and delivered to the specified clinic. All procedures outlined in the Direct Ship policy must be followed. Local Agencies may be required to repay the cost of product lost or incorrectly distributed.

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:

- Annual Budget Request and requested revisions throughout the year
- Monthly financial reports.
- Semi-annual time studies.
- Annual equipment inventory.
- Bi-annual WIC Program Local Agency Financial Management Review.

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

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

Indiana WIC must be notified of all payment discrepancies within 60 days of the federal fiscal year end date.

Disaster Plan

WIC policies are designed to allow local agencies flexibility in program design and administration to support planning and preparation for continuation of benefits to clients during times of natural or other disasters or public health emergencies. WIC must operate in disaster situations within its current program context and funding.

In the event of a disaster or emergency, the State and Local Agency will work cooperatively to arrange for minimal disruption of services. This will help guide

Indiana WIC State and Local Agencies activities during a disaster situation. "Disaster" is used in the broad sense that includes closure due to power outages, tornadoes, and other inclement weather, system destruction, fire, and pandemic disease outbreak.

The plan applies to any WIC entity affected by a disaster and unable to continue to provide necessary services in the area which may include working from home or other remote locations designated by the State. If local services are affected, alternate service delivery locations may be set up or clients may be referred to other programs such as unaffected bordering county WIC clinics, food banks or the American Red Cross. Key elements of the plan include:

- State Agency Procedures
- Communicating with USDA and State Officials
- Obtaining laptops and program information stored offsite
- Fielding calls from vendors and local agencies
- Deploying to locally affected areas
- Supporting local agencies to the extent possible to ensure program funding and operations continue
- Making decisions to allow waiver of State WIC policy and procedures

Local Agency Procedures

- Communicating early and often with the State Agency
- Communicating with local disaster relief partners
- Coordinating with other programs such as food banks or American Red Cross for client referrals
- Finding alternate service delivery locations
- Providing for the safety of staff, clients and equipment
- Expediting disaster victims in need of services
- Replacing lost or destroyed eWIC cards
- Replacing lost or destroyed breast pumps and supplies

For more information on detailed policies and procedures, please reference the Indiana WIC Program Disaster Response policy and State Disaster Plan policy within the Management Chapter of the Indiana WIC Policy and Procedure Manual.

Remote Work

The USDA Code of Federal Regulations and Indiana WIC Policies and Procedures requires onsite operations and in-person clinic appointments except for situations involving disaster at which point remote work is allowed only through a federal waiver. The local agency is expected to develop their respective disaster plans should a scenario arise where remote work is necessary. If remote work is deemed necessary, the local agency should communicate with the State WIC Office immediately to discuss approval status and transition plans for remote

work. The State WIC Office will provide a list of considerations and expectations to transition to remote work securely and efficiently with minimal disruption to services.

WIC Peer Counselor Program

The primary purpose of Breastfeeding Peer Counselor (BFPC) funds is to provide direct breastfeeding support services through peer counseling to clients of the Women, Infants, and Children (WIC) program with the goal of increasing breastfeeding initiation and duration. BFPC funds are to be used to develop or expand activities necessary to sustain a peer counseling program based on the Food and Nutrition Services' (FNS) WIC Breastfeeding Support Model for Peer Counseling https://wicworks.fns.usda.gov/sites/default/files/media/document/WIC_Breastfeeding_Model.pdfThe use of BFPC funds for expenditures that are not supported by the *WIC Breastfeeding Support Model for Peer Counseling* are not authorized. See the Allowable Costs for Breastfeeding Peer Counseling Funds below. The agency shall comply with the WIC Breastfeeding Support model in order to receive this funding.

WIC Breastfeeding Peer Counselors (PCs) are paraprofessionals that provide normal breastfeeding promotion and support within a defined scope of practice to prenatal and breastfeeding WIC clients. PCs have personal breastfeeding experience, are recruited and hired from the WIC population, represent the same background as the clients they serve, and are available to WIC clients outside of the usual clinic hours and environment. The USDA-provided WIC Breastfeeding Support Curriculum will be the basis of training and scope of practice. The Indiana WIC Peer Counselor program supports IDOH's goal to reduce infant mortality. The Program provides one-on-one support to clients in the prenatal and postpartum period. See the attached Indiana WIC Breastfeeding Peer Counselor Job Description and Allowable Costs for Breastfeeding Peer Counseling Funds.

Allowable Costs for Breastfeeding Peer Counseling Program

Breastfeeding peer counseling (BFPC) funds that the Food and Nutrition Service (FNS) distributes to State agencies are to be used to develop or expand activities necessary to sustain a peer counseling program based on the FNS WIC Breastfeeding Model for Peer Counseling. The primary purpose of BFPC funds is to provide direct peer counselors to WIC mother breastfeeding support services. A State agency's peer counseling implementation plan and annual line-item budget addendum to its State Plan must demonstrate an appropriate balance between the costs of equipment, materials, and staff that manage or provide expertise to peer counselors and the costs of direct service delivery by peer counselors. The use of BFPC funds for expenditures that are not supported by the WIC Breastfeeding Model for Peer Counseling are not authorized.

The table below helps to identify allowable BFPC costs. *

NSA = Nutrition Services and Administration
IBCLC = International Board-Certified Lactation Consultant

Item or Service	Allowable Costs	Comments
Durable Goods and Space		
Furniture, desktop computers/laptops/tablets, and office equipment used to provide peer counseling services and training	Yes	
Phone lines, internet service, cell/smartphones, pagers and answering machines for contacts between peer counselors and mothers	Yes	
Portable baby scales to weigh infants outside of the WIC clinic or scales marketed for pre- and post-breastfeeding weight checks	No	Nutrition Services and Administration (NSA) funds may be used to purchase scales for clinical assessment for use by staff other than peer counselors.
Space and lease costs for peer counselors to provide services	Yes	
Item or Service	**Allowable Costs**	**Comments**
Incentives and Educational Materials to Promote Breastfeeding		
Breastfeeding educational materials for mothers	No	NSA funds may be used to purchase client educational material.
Breast pumps and breastfeeding aids for mothers Breast pumps and breastfeeding aids for *demonstration* purposes by peer counseling staff	No Yes	Refer to Breastfeeding Policy and Guidance for more information on breast pumps and allowable breastfeeding aids.

Incentive items distributed to WIC clients to encourage breastfeeding (e.g., breast pumps, breastfeeding aids, breastfeeding promotion and support incentive items, written materials, etc.)	No	NSA funds may be used to purchase client incentive items.
Personnel and Compensation		
Salaries and compensation for peer counseling staff: peer counselors, designated peer counselor coordinators, and WIC Designated Breastfeeding Experts (DBE)	Yes. BFPC funds may be used to fund staff to provide oversight/management of peer counseling programs and/or supervision, mentoring and referral expertise for peer counselors. BFPC funds may be used to pay for DBE time if a peer counselor refers a WIC mother to a DBE for problems that are outside of the peer counselor's scope of practice. The DBE may be compensated using BFPC funds if the mother continues to be supported by the peer counselor and remains part of the peer counselor's caseload.	BFPC funds cannot be used to disproportionately hire WIC DBEs versus peer counselors. NSA funds must be used for consultations for WIC mothers who are not referred by peer counselors and are not part of a peer counselor's caseload. Refer to the Nutrition Services Standards for DBE qualifications, roles, and responsibilities.
Item or Service	**Allowable Costs**	**Comments**
Males as breastfeeding peer counselors	No. The definition of peer counselor in the WIC Breastfeeding Model for Peer Counseling is based on research demonstrating the benefit of hiring peer counselors from WIC's target population of WIC-eligible women.	

Father-to-Father Breastfeeding Support Group	No	Fathers are valuable partners of breastfeeding promotion and support in WIC. However, father-led activities are outside of those defined by the WIC Breastfeeding Model for Peer Counseling. See FNS Peer Counseling Management Curriculum for additional information.
Virtual Breastfeeding Support Groups (i.e., Facebook, Zoom)	Yes, only for PC/DBE staff hours for monitoring and engaging with WIC clients in a Virtual Support Group that provides Breastfeeding support services.	BFPC funds cannot be used for breastfeeding support to non-WIC clients.
Recruitment of peer counselors and related staff	Yes	
Item or Service	**Allowable Costs**	**Comments**

Staffing and expenses related to WIC Peer Counselor support to breastfeeding hotlines and call centers	Yes. BFOC funds may be used to fund peer counselors to answer calls to a WIC breastfeeding hotline if the peer counselor: 1) meets the definition of peer counselor; 2) receives the appropriate training and supervision as outlined in the WIC Breastfeeding Model for Peer Counseling; and 3) does not provide services to non-WIC clients. Other expenses related to the hotline/call center (e.g., rent, phone lines, equipment, etc.) are allowable for any portion of those expenses that are for the purpose of a WIC peer counselor providing WIC client contacts through the hotline/call center.	BFPC funds cannot be used for breastfeeding hotline support to non-WIC clients.
Milk Banks/Depots	No. BFPC funds cannot be used for services related to milk banks/depots.	
Drop-In Breastfeeding Groups	Yes. BFPC/DBE time may only be used for WIC clients.	BFPC/DBE time may not be counted toward nutrition education contacts.
Staffing and expenses related to WIC Peer Counselor support to the Buddy Program	Yes. Duties such as matching buddy pairs, responding to buddy requests/inquiries, following up on buddy interactions, prompting discussions with conversation starters, and other duties as assigned by peer counselor supervisor.	
Item or Service	**Allowable Costs**	**Comments**
Staff Training and Resources		

Travel for WIC State-required training of peer counselors/DBE and peer counseling staff/managers	Yes, only for the FNS Breastfeeding trainings or WIC State-developed approved comparable training.	NSA funds may be used for attendance at a state/national breastfeeding conference.
Travel for home and hospital visits by peer counseling staff	Yes, for visits to WIC clients; peer counselors may not provide services to non-WIC clients.	
Continuing education for DBEs	Yes, if it relates to servicing peer counseling programs (e.g., mentoring, serving as a referral, etc.)	
Breastfeeding resources for peer counseling staff Breastfeeding resources for WIC staff not related to peer counseling	Yes, if the resources are related to peer counseling (e.g., training materials for peer counselors and DBE). No	 NSA funds may be used to purchase general breastfeeding resources for WIC staff.
Training and coursework for peer counselors to become International Board-Certified Lactation Consultant (IBCLC) or Certified Lactation Counselor (CLC)	No. NSA funds may be used for CLC or IBCLC training and coursework.	The priority use of BFPC funds is to hire and train peer counselors to provide breastfeeding peer counseling services to WIC clients. Staff with IBCLC's are not considered peer counselors. The research recommends that peer counselors be provided career path training options.
CLC or IBCLC exam, renewal, or membership fees	No	At the WIC State agency's discretion, NSA funds may be used for CLC or IBCLC training, exam fees, renewal and/or association membership fees. The State agency must determine if it is necessary and of benefit to the WIC Program for the person in a particular job position to have the

		certification. SAs must also determine whether the cost fits within its WIC NSA grant budget.
Peer Counseling Program Advertising and Promotion		
Pamphlets and similar materials to promote the peer counseling program	Yes	
Media outreach (e.g., bus placards, paid social media and digital ads to advertise BFPC programs)	Yes	Media outreach using BFPC funds are allowed if directly recruiting peer counselors or informing WIC clients about the PC program, including the Buddy Program, as a WIC breastfeeding benefit. FNS would not expect to see a disproportionate amount of the BFPC funds spent on advertising the program at the expense of direct services to clients. BFPC funds may not be used for ads that promote breastfeeding in general, NSA funds may be used for this purpose.
Name badges, buttons and similar low-cost items that identify peer counselor staff	Yes	
Miscellaneous		
Indirect costs (e.g., personnel, accounting, or information technology services, etc.)	No – Indiana WIC does not allow indirect costs for subrecipients.	
Item or Service	**Allowable Costs**	**Comments**
Second nutrition education	No. BFPC funds are for	NSA funds provide for at

contacts	activities that are in addition to current required WIC activities.	least two nutrition education contacts; therefore, BFPC funds may not be used for the "second" contact. In addition, the 1/6th nutrition education requirement and breastfeeding target must be met with regular NSA funds.
Childcare	No	
Cribs or other materials and equipment for infants of peer counselors who bring their babies to work	No	
Monitoring and tracking of program effectiveness.	Yes. Funds may be used to monitor and track program components (e.g., contacts, referrals, training, etc.) to determine effectiveness and where improvements are needed.	Evaluation studies may not be paid for using BFPC funds.
Peer counseling services to non-WIC participants	No. Peer counselors should refer WIC-eligible women to WIC to apply for WIC benefits. Peer counselors should refer women who are not WIC-eligible to appropriate non-WIC resources.	
Breastfeeding coalitions	No	BFPC funds can only be used for services and activities related directly to peer counseling.

*** Updated January 2023. This is not an exhaustive list of allowable costs. Refer to the FNS Regional Office for questions about allowable cost and to the Breastfeeding Policy and Guidance.**

Appendix A	
WIC CLINIC JOB DESCRIPTIONS	
Qualified Nutritionist: All agencies are required to have at least one R.D. or Bachelor's or Master's prepared nutritionist either on staff or available through contract to counsel high-risk clients	
General Description:	Responsible for completing high-risk nutrition assessment, education, and counseling and serves as a Competent Professional Authority (CPA).
Education and Experience:	Must be one of the following: • Registered Dietitian; or • Registration eligible to take the exam for the Commission on Dietetic Registration; or • Bachelor's or master's degree in Dietetics, Nutrition, or Nutrition Sciences Experience in maternal and child health or public health setting preferred.
Reports to:	WIC Coordinator
Supervises:	This role may be utilized in a supervisory capacity based on agency needs.
Principle Duties and Responsibilities:	• Display a positive reflection of the Indiana WIC Program, both in the clinic and through community outreach activities, which may include local Farmers' Market events and collaborations with healthcare providers, non-profit organizations, and other community partners. • Develop working relationships with other staff and partnering community agencies. • Maintain a compassionate clinic environment that supports needs of the community. • Support and promote breastfeeding as the normative infant feeding method within the clinic environment. • Provide all pregnant, postpartum, and breastfeeding clients with evidence-based breastfeeding support and education, within the clinic role's scope of practice. • Follow all policies and procedures of the Indiana WIC program. • Provide written information to clients regarding Medicaid, agencies that provide Drug and Substance Abuse counseling, and other social service agencies. • Document required information in the Indiana WIC Management Information System (INWIC MIS) to complete certification and nutrition education contact procedures. • Complete nutrition assessments and provide nutrition education and referrals tailored to the client's living conditions, nutritional needs, food patterns, preferences, and dietary restrictions.

Appendix A	
WIC CLINIC JOB DESCRIPTIONS	
	• Provide individual nutrition counseling for high-risk clients and other clients requiring individual follow-up using a client-centered approach. • Provide written information to clients regarding Medicaid, agencies that provide Drug and Substance Abuse counseling, and other social service agencies. • Lead group education classes and maintain related files and records. • Document assessments (including anthropometrics), education, counseling, and referrals in the INWIC MIS. • Create and tailor a food prescription using the INWIC MIS that is appropriate to the client's needs. • Schedule appointments using the Indiana WIC Management Information System (INWIC MIS). • Ensure confidentiality of applicant and client information in accordance with WIC federal regulation. • Participate in in-service education and staff meetings. • Attend off-site conferences and meetings as needed or required by the position. • Other duties, responsibilities, and activities may change or be assigned at any time with or without notice.
Knowledge, Skills, and Abilities:	• Present in the clinic during all clinic hours, up to the limit for full-time employees. • Ability to work independently. • Work effectively on a multidisciplinary team. • Flexibility during periods of Program change. • Effective communication, both orally and in writing. • Ability to facilitate conversations with individuals to address their needs. • Demonstrate professionalism in a manner consistent with legal and ethical standards including WIC federal regulation. • Operate standard office and computer equipment. • Utilize Indiana WIC communication services to appropriately serve WIC clients.
Working Conditions:	• Work completed in a fast-paced clinic setting. This may include interaction with the public, exposure to loud noises, and working in close proximity to others. • Client interactions, including but not limited to, height and weight measurements, hemoglobin finger sticks, and holding/lifting infants and children as needed. • Repetitive motion related to standard office work. • Occasional travel between clinics and to required statewide conferences.
Based on the Qualified Nutritionist Policy 03-17	

Appendix A	
WIC CLINIC JOB DESCRIPTIONS	
Based on WIC Nutrition Services Standard 08-13	
Clerical Support Staff (Clerk): A clerk is needed to prevent conflict of interest in determining eligibility for all certification criteria and issuance of food benefits for the same person.	
General Description:	Responsible for assisting with the application and screening process of WIC applicants, scheduling client appointments, issuing benefits, and maintaining records related to clinic activities.
Education and Experience:	High School graduate or equivalent. Clerical experience in maternal and child health or public health preferred.
Reports to:	WIC Coordinator
Supervises:	This role does not have supervisory responsibilities.
Principle Duties and Responsibilities:	• Display a positive reflection of the Indiana WIC program, both in the clinic and through community outreach activities, which may include local Farmers' Market events and collaborations with healthcare providers, non-profit organizations, and other community partners. • Develop working relationships with other staff and partnering community agencies. • Maintain a compassionate clinic environment that supports the needs of the community. • Support and promote breastfeeding as the normative infant feeding method within the clinic environment. • Follow all policies and procedures of the Indiana WIC program. • Schedule appointments using the Indiana WIC Management Information System (INWIC MIS). • Assist applicants with the completion of intake documents. • Screen WIC applicants for eligibility (identity, residency, and income) and document in the INWIC MIS. • Offer the opportunity to register to vote and provide assistance to applicants and clients 17 years of age or older who are applying for benefits or are making an address change. Work with the local agency Voter Registration Coordinator in transmitting VRG-6 forms and filing VRG-9 forms. • Provide written information to clients regarding Medicaid, agencies that provide Drug and Substance Abuse counseling, and other social service agencies.

Appendix A	
WIC CLINIC JOB DESCRIPTIONS	
	• Provide and explain Ineligibility Notice to applicants found to be ineligible for the program. • Issue WIC benefits and eWIC card as needed. • Provide explanations of the WIC program including WIC approved foods and use of the eWIC card. • Provide applicants/clients with appropriate program informational materials. • Assist applicants/clients with downloading, registering for, and utilizing the INWIC Mobile App. • [If applicable] Perform heights, weights and hemoglobin measurements. • Ensure confidentiality of applicant and client information in accordance with WIC federal regulation. • Participate in in-service education and staff meetings. • Attend off-site conferences and meetings as needed or required by the position. • Other duties, responsibilities, and activities may change or be assigned at any time with or without notice.
Knowledge, Skills, and Abilities:	• Present in the clinic during all clinic hours, up to the limit for full-time employees. • Ability to work independently. • Work effectively on a multidisciplinary team. • Flexibility during periods of program change. • Effective communication, both orally and in writing. • Ability to facilitate conversations with individuals to address their needs. • Demonstrate professionalism in a manner consistent with legal and ethical standards including WIC federal regulation. • Operate standard office and computer equipment. • Utilize Indiana WIC communication services to appropriately serve WIC clients.
Working Conditions:	• Work completed in a fast-paced clinic setting. This may include interaction with the public, exposure to loud noises, and working in close proximity to others. • Client interactions, including but not limited to, height and weight measurements, hemoglobin finger sticks, and holding/lifting infants and children as needed. • Repetitive motion related to standard office work. • Occasional travel between clinics and to required statewide conferences.
Competent Professional Authority (CPA): A CPA must be present during all clinic hours.	

Appendix A	
WIC CLINIC JOB DESCRIPTIONS	
General Description:	Responsible for completing nutrition and breastfeeding assessment, education and counseling, and identifying the need for individual care and follow-up with a WIC Qualified Nutritionist.

Education and Experience:	Must be one of the following:
	• Qualified Nutritionist
	  • Registered Dietitian; or
	  • Registration eligible to take the exam for the Commission on Dietetic Registration; or
	  • Bachelor's or master's degree in Dietetics, Nutrition, or Nutrition Sciences
	• Registered Nurse
	• A graduate of a bachelor's or master's program in a health-related field which, through review of an official transcript from an accredited college, includes a study in nutrition.
	  • Experience in maternal and child health or public health setting preferred.

Reports to:	WIC Coordinator
Supervises:	This role may be utilized in a supervisory capacity based on agency needs.
Principle Duties and Responsibilities:	• Display a positive reflection of the Indiana WIC Program, both in the clinic and through community outreach activities, which may include local Farmers' Market events and collaborations with healthcare providers, non-profit organizations, and other community partners. • Develop working relationships with other staff and partnering community agencies. • Maintain a compassionate clinic environment that supports the needs of the community. • Support and promote breastfeeding as the normative infant feeding method within the clinic environment. • Provide all pregnant, postpartum, and breastfeeding clients with evidence-based breastfeeding support and education, within the clinic role's scope of practice. • Follow all policies and procedures of the Indiana WIC program. • Provide written information to clients regarding Medicaid, agencies that provide Drug and Substance Abuse counseling, and other social service agencies. • Document required information in the Indiana WIC Management Information System (INWIC MIS) to complete certification and nutrition education contact procedures. • Complete nutrition assessments and provide nutrition

	education and referrals tailored to the client's living conditions, nutritional needs, food patterns, preferences, and dietary restrictions. • Provide counseling using a client-centered approach. • Lead group education classes and maintain related files and records. • Document assessments (including anthropometrics), education, counseling, and referrals in the INWIC MIS. • Create and tailor a food prescription using the INWIC MIS that is appropriate to the client's needs. • Schedule appointments using the Indiana WIC Management Information System (INWIC MIS). • Ensure confidentiality of applicant and client information in accordance with WIC federal regulation. • Participate in in-service education and staff meetings. • Attend off-site conferences and meetings as needed or required by the position. • Other duties, responsibilities, and activities may change or be assigned at any time with or without notice.
Knowledge, Skills, and Abilities:	• Present in the clinic during all clinic hours, up to the limit for full-time employees. • Ability to work independently. • Work effectively on a multidisciplinary team. • Flexibility during periods of Program change. • Effective communication, both orally and in writing. • Ability to facilitate conversations with individuals to address their needs. • Demonstrate professionalism in a manner consistent with legal and ethical standards including WIC federal regulation. • Operate standard office and computer equipment. • Utilize Indiana WIC communication services to appropriately serve WIC clients.
Working Conditions:	• Work completed in a fast-paced clinic setting. This may include interaction with the public, exposure to loud noises, and working in close proximity to others. • Client interactions, including but not limited to, height and weight measurements, hemoglobin finger sticks, and holding/lifting infants and children as needed. • Repetitive motion related to standard office work. • Occasional travel between clinics and to required statewide conferences.
Based on the Competent Professional Authority (CPA) Policy 03-17 Based on WIC Nutrition Services Standard 08-13	

Appendix A	
WIC CLINIC JOB DESCRIPTIONS	
Local Agency Breastfeeding Coordinator: The local agency is required to have a Breastfeeding Coordinator. A Breastfeeding Coordinator must meet the qualifications of a CPA.	
General Description:	Responsible for breastfeeding promotion, protection, and support activities within the local agency. Will oversee the planning, management, implementation, and evaluation of the local agency's WIC Breastfeeding Support Program and Peer Counselor (PC) activities.

Education and Experience:	Must be one of the following:
	• Qualified Nutritionist
	  • Registered Dietitian; or
	  • Registration eligible to take the exam for the Commission on Dietetic Registration; or
	  • Bachelor's or master's degree in Dietetics, Nutrition, or Nutrition Sciences
	• Registered Nurse
	• A graduate of a bachelor's or master's program in a health-related field which, through review of an official transcript from an accredited college, includes a study in nutrition.
	Experience in counseling breastfeeding dyads.
	
	Experience in maternal and child health or public health setting preferred.

	Must have experience in counseling mothers about how to successfully breastfeed; and must meet training requirements including: • USDA WIC Breastfeeding Curriculum levels 1-3. May complete level 4 if eligible. • Level 3b Breastfeeding Coordinator Training. An International Board-Certified Lactation Consultant (IBCLC) is advantageous but not required.
Reports to:	WIC Coordinator
Supervises:	All local agency WIC breastfeeding staff.
Principle Duties and Responsibilities:	• Display a positive reflection of the Indiana WIC program, both in the clinic and through community outreach activities, which may include local Farmers' Market events and collaborations with healthcare providers, non-profit organizations, and other community partners. • Develop working relationships with other staff and partnering community agencies.

Appendix A	
WIC CLINIC JOB DESCRIPTIONS	
	• Maintain a compassionate clinic environment that supports the needs of the community. • Support and promote breastfeeding as the normative infant feeding method within the clinic environment. • Provide all pregnant, postpartum, and breastfeeding clients with evidence-based breastfeeding support and education, within the clinic role's scope of practice. • Ensure confidentiality of applicant and client information in accordance with WIC federal regulation. • Follow all policies and procedures of the Indiana WIC program. • Oversee the planning, implementation and evaluation of local agency breastfeeding activities. • Keep up-to-date with breastfeeding information, attend Breastfeeding Coordinator meetings, and disseminate information to other local agency staff. • Ensure that local agency staff are properly trained on breastfeeding education and support. • Responsible for the local agency's breastfeeding portion of the Nutrition Education/Breastfeeding Plan. • Provide input on the breastfeeding portion of the local agency's fiscal budget. • Provide ongoing supervision and support of local agency breastfeeding staff. • Ensure the clinic environment and client services are breastfeeding friendly. • Ensure that breasting supplies issuance, inventory, and maintenance are logged and monitored. • Monitor local agency breastfeeding rates and data. • Maintain written protocols, procedures, and community resource lists. • Identify, coordinate and collaborate with community breastfeeding stakeholders. • Document required information in the Indiana WIC Management Information System (INWIC MIS). • Participate in in-service education and staff meetings. • Attend off-site conferences and meetings as needed or required by the position. • Other duties, responsibilities, and activities may change or be assigned at any time with or without notice.
Knowledge, Skills, and Abilities:	• Ability to work independently. • Work effectively on a multidisciplinary team. • Flexibility during periods of program change. • Effective communication, both orally and in writing.

<table>
<tr><td colspan="2">Appendix A</td></tr>
<tr><td colspan="2">WIC CLINIC JOB DESCRIPTIONS</td></tr>
<tr><td></td><td>• Capacity to facilitate discussion to address the needs of individuals.
• Demonstrate professionalism in a manner consistent with legal and ethical standards including WIC federal regulation.
• Operate standard office and computer equipment.
• Utilize Indiana WIC communication services to appropriately serve WIC clients.</td></tr>
<tr><td>Working Conditions:</td><td>• Work completed in a fast-paced clinic setting. This may include interaction with the public, exposure to loud noises, and working in close proximity to others.
• [If applicable] Client interactions, including but not limited to, height and weight measurements, hemoglobin finger sticks, and holding/lifting infants and children as needed.
• Repetitive motion related to standard office work.
• Occasional travel between clinics and to required statewide conferences.</td></tr>
<tr><td colspan="2">Based on the Local Agency Breastfeeding Staff Policy 03-17</td></tr>
<tr><td colspan="2"></td></tr>
<tr><td colspan="2">WIC Coordinator: The Coordinator must be present in the clinics during all scheduled hours up to the limit of the local agency's full-time employees. When the Coordinator is scheduled out of the office, another staff person should be designated as the contact person for each clinic. WIC Coordinators hired after October 1, 2013 must meet the qualifications of a CPA.</td></tr>
<tr><td>General Description:</td><td>Responsible for managing all aspects of the local agency WIC Program.</td></tr>
<tr><td>Education and Experience:</td><td>Must be one of the following:
• Qualified Nutritionist
• Registered Dietitian; or
• Registration eligible to take the exam for the Commission on Dietetic Registration; or
• Bachelor's or master's degree in Dietetics, Nutrition, or Nutrition Sciences
• Registered Nurse
• A graduate of a bachelor's or master's program in a health-related field which, through review of an official transcript from an accredited college, includes a study in nutrition.
• Experience in maternal and child health or public health setting preferred.
Supervisory experience preferred.</td></tr>
<tr><td>Reports to:</td><td>The appropriate local agency director or supervisor</td></tr>
<tr><td>Supervises:</td><td>All local agency WIC staff</td></tr>
</table>

Appendix A	
WIC CLINIC JOB DESCRIPTIONS	
Principle Duties and Responsibilities:	• Display a positive reflection of the Indiana WIC program, both in the clinic and through community outreach activities, which may include local Farmers' Market events and collaborations with healthcare providers, non-profit organizations, and other community partners. • Develop working relationships with other staff and partnering community agencies. • Maintain a compassionate clinic environment that supports the diversity and needs of the community. • Support and promote breastfeeding as the normative infant feeding method within the clinic environment. • Follow all policies and procedures of the Indiana WIC program. • Plan, implement, and evaluate the objectives and activities of the local agency WIC Program. • Monitor local agency WIC Program operations for compliance with local agency, state, and federal regulations and policies. • Train and supervise local agency WIC Program staff and monitor staff work periodically. • [If applicable] Serve as a vendor liaison and train vendors on Program requirements as related to WIC food package changes. • Review WIC Program contracts and expectations with relevant parties including vendors, local agency administration • [If applicable] Complete vendor monitoring reports and reconcile rejected benefits with the vendor and the State WIC office. • Responsible for appropriately maintaining all records, plans, and files required for the operation of the local agency WIC Program. • Serve as System Administrator for the INWIC Management Information System (MIS) • Maintain required local agency specific information on the WIC SharePoint site. • Participate in outreach activities to promote community partnerships and to increase program awareness and the services offered by the WIC Program. • Responsible for evaluating metrics, such as, demographics of clients, benchmark reports, EPPIC reports, and/or Medicaid reports to maintain and/or increase the agency's caseload. • Establish Memorandums of Understanding (MOUs) with partnering agencies to facilitate reciprocal referrals.

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WIC CLINIC JOB DESCRIPTIONS	
	• Oversight of the local agency's fiscal budget, including but not limited to planning, management, and invoicing. • Maintain equipment and nutrition education inventory. • Participate in State WIC meetings or committees as invited. • Plan and conduct staff meetings and provide in-services that are pertinent to staff job responsibilities. • Plan time for staff to attend virtual or in-person trainings that are pertinent to their role at WIC. • Perform certification duties including measurements of height, weight, and hemoglobin as needed. • Provide all pregnant, postpartum, and breastfeeding clients with evidence-based breastfeeding support and education, within the clinic role's scope of practice. • Ensure confidentiality of applicant and client information in accordance with WIC federal regulation. • Attend off-site conferences and meetings as needed or required by the position. • Other duties, responsibilities, and activities may change or be assigned at any time with or without notice.
Knowledge, Skills, and Abilities:	• Present in the clinic during all clinic hours, up to the limit for full-time employees. • Ability to lead in different situations and during periods of program change. • Knowledge of human resource management. • Ability to remain objective in situations such as applicant dispute over program eligibility or violation. • Knowledge of federal, state, and local government operation. • Ability to work independently. • Work effectively on a multidisciplinary team. • Effective communication, both orally and in writing. • Ability to facilitate conversations with individuals of diverse backgrounds to address their needs. • Demonstrate professionalism in a manner consistent with legal and ethical standards including WIC federal regulation. • Operate standard office and computer equipment. • Utilize available communication services to accommodate a client's preferred language.
Working Conditions:	• Work completed in a fast-paced clinic setting. This may include interaction with the public, exposure to loud noises, and working in close proximity to others. • Client interactions, including but not limited to, height and weight measurements, hemoglobin finger sticks, and holding/lifting infants and children as needed. • Repetitive motion related to standard office work.

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WIC CLINIC JOB DESCRIPTIONS	
	• Occasional travel between clinics and to required state meetings and conferences.
Breastfeeding Peer Counselor: All agencies are funded and strongly encouraged to employee a Peer Counselor to provide support for breastfeeding clients.	
General Description:	Responsible for providing basic breastfeeding education and support to all pregnant and breastfeeding WIC clients.
Education and Experience:	• A paraprofessional (does not have professional training in health, nutrition, or the clinical management of breastfeeding) • Is representative of the population served at the local agency. • Has breastfed at least one infant for at least six months within the last five years (does not have to be currently breastfeeding) • Is enthusiastic about breastfeeding and wants to support other parents in their infant feeding journey
Reports to:	WIC Breastfeeding Coordinator and/or Coordinator.
Supervises:	This role does not have supervisory responsibilities.
Principle Duties and Responsibilities:	• Display a positive reflection of the Indiana WIC program, both in the clinic and through community outreach activities, which may include local Farmers' Market events and collaborations with healthcare providers, non-profit organizations, and other community partners. • Develop working relationships with other staff and partnering community agencies. • Maintain a compassionate clinic environment that supports the needs of the community. • Support and promote breastfeeding as the normative infant feeding method within the clinic environment. • Provide all pregnant, postpartum, and breastfeeding clients with evidence-based breastfeeding support and education, within the clinic role's scope of practice. • Ensure confidentiality of applicant and client information in accordance with WIC federal regulation. • Follow all policies and procedures of the Indiana WIC program. • Counsel clients with basic breastfeeding education and support, including anticipatory guidance and addressing common barriers to breastfeeding. • Refer clients to appropriate WIC staff and healthcare providers as needed for further assessment. • Help clients prevent and handle common breastfeeding problems.

	• Lead and facilitate breastfeeding classes. • Document required information in the Indiana WIC Management Information System (INWIC MIS). • Participate in in-service education and staff meetings. • Attend off-site conferences and meetings as needed or required by the position. • Other duties, responsibilities, and activities may change or be assigned at any time with or without notice.
• Knowledge, Skills, and Abilities:	• Ability to work independently. • Work effectively on a multidisciplinary team. • Flexibility during periods of program change. • Effective communication, both orally and in writing. • Capacity to facilitate discussion to address the needs of individuals. • Demonstrate professionalism in a manner consistent with legal and ethical standards including WIC federal regulation. • Operate standard office and computer equipment. • Utilize Indiana WIC communication services to appropriately serve WIC clients.
Working Conditions:	• Available to work at least 10 hours per week (or more depending on their local agency requirements). • Work completed in a fast-paced clinic setting. This may include interaction with the public, exposure to loud noises, and working in close proximity to others. • Repetitive motion related to standard office work. • Occasional travel between clinics and to required statewide conferences. • May be required to communicate with clients outside of normal clinic hours in an environment that promotes client confidentiality.
Designated Breastfeeding Expert: Each agency must have at least one Designated Breastfeeding Expert available to address breastfeeding concerns that fall outside the scopes of practice of other clinic staff.	
General Description:	Responsible for providing direct clinical support to breastfeeding dyads with complex breastfeeding problems that are outside the scope of practice of WIC Peer Counselors and other staff.
Education and Experience:	Must be one of the following: • International Board-Certified Lactation Consultant (IBCLC); or • Registered Dietician; or • Registered Nurse; or • Professional with a nutrition degree (Masters or

Appendix A	
WIC CLINIC JOB DESCRIPTIONS	
	Bachelor's degree in Nutritional Sciences, Community Nutrition, Clinical Nutrition, Dietetics, Public Health Nutrition or Home Economics with emphasis in Nutrition); or • Physician; or • Physician's Assistant certified by the National Committee on Certification of Physician's Assistants; or • Completed a minimum of 8 college courses in the Health Sciences (suggested coursework includes, but is not limited to the following areas: Human Anatomy, Human Physiology, Biology, Infant Growth and Development, Nutrition, Counseling Skills, Sociology, Introduction to Clinical Research, etc.). • A minimum of one year experience of counseling breastfeeding dyads. Experience in maternal and child health or public health setting preferred
Reports to:	WIC Breastfeeding Coordinator.
Supervises:	This role does not have supervisory responsibilities.
Principle Duties and Responsibilities:	• Display a positive reflection of the Indiana WIC program, both in the clinic and through community outreach activities, which may include local Farmers' Market events and collaborations with healthcare providers, non-profit organizations, and other community partners. • Develop working relationships with other staff and partnering community agencies. • Maintain a compassionate clinic environment that supports the needs of the community. • Support and promote breastfeeding as the normative infant feeding method within the clinic environment. • Provide all pregnant, postpartum, and breastfeeding clients with evidence-based breastfeeding support and education, within the clinic role's scope of practice. • Ensure confidentiality of applicant and client information in accordance with WIC federal regulation. • Follow all policies and procedures of the Indiana WIC program. • Act on referrals from Peer Counselors and other WIC staff regarding complex breastfeeding challenges beyond their scope of practice. • Provide follow-up breastfeeding support to clients. • Provide counseling and education using a client-centered

	approach. • Communicate care plans to the rest of the WIC breastfeeding team, as appropriate. • Refer clients to healthcare providers for further assessment and medical care. • Document required information in the Indiana WIC Management Information System (INWIC MIS). • Maintain lactation credentials and certifications and acquire ongoing continuing education to stay abreast of current lactation profession information and enhance skills. • May serve as a breastfeeding resource and mentor for WIC agency staff. • May teach breastfeeding classes and lead support groups for pregnant and breastfeeding clients. • May provide breastfeeding training for WIC staff. • May identify, coordinate and collaborate with community breastfeeding stakeholders. • Participate in in-service education and staff meetings. • Attend off-site conferences and meetings as needed or required by the position. • Other duties, responsibilities, and activities may change or be assigned at any time with or without notice.
Knowledge, Skills, and Abilities:	• Advanced lactation knowledge • Ability to work independently. • Work effectively on a multidisciplinary team. • Flexibility during periods of program change. • Effective communication, both orally and in writing. • Capacity to facilitate discussion to address the needs of individuals. • Demonstrate professionalism in a manner consistent with legal and ethical standards including WIC federal regulation. • Operate standard office and computer equipment. • Utilize Indiana WIC communication services to appropriately serve WIC clients.
• Working Conditions:	• Work completed in a fast-paced clinic setting. This may include interaction with the public, exposure to loud noises, and working in close proximity to others. • Client interactions, including but not limited to, weight measurements, infant oral assessment, client breast assessment, and holding/lifting infants and children as needed. • Repetitive motion related to standard office work. • Occasional travel between clinics and to required statewide conferences.

Appendix A	
WIC CLINIC JOB DESCRIPTIONS	
Vendor Liaison:	
General Description:	A vendor liaison's primary responsibility is WIC vendor management. Vendor management activities include, but are not limited to, training and monitoring authorized grocers and pharmacies for compliance with the WIC vendor agreement and ensuring that the food delivery system complies with USDA regulations. The liaison must also be able to understand and assist with the maintenance and training of new technologies and policies affecting WIC and its authorized vendors.
Education and Experience:	• Must have a minimum of a bachelor's degree. • Must have a complete knowledge of and ability to apply appropriate federal regulations, state policies and procedures, federal and state laws, guidelines including the process for promulgate rules. • Must be able to travel and stay overnight as needed. • Good verbal communication skills with individuals and groups. • Good writing skills both letters and reports. • Ability to utilize computer and related software such as Excel, Microsoft Word. • Ability to research and summarize information. • Good problem-solving skills.
Reports to:	WIC Coordinator.
Principle Duties and Responsibilities:	• Provide local staff support on issues related to vendor EBT (electronic benefit transfer) issues reported, participant/vendor complaints, authorized foods, and ordering of special formula. • Monitors all vendors and completes follow-up monitoring as needed. • Attend New Vendor Liaison Training. • Maintain files of all potential and contracted vendors. • Complete pre-authorization visits as needed.

ATTACHMENT B

		Project:	40010557WICAD26
		Activity:	RECIPNT

WIC Nutrition Services & Admin (NSA) Total Costs:	Original Amount	Amended Amount	Total Amount
Administration Costs	$ 506,000.00	$ -	$ 506,000.00
Breastfeeding Promotion Costs	$ 300,000.00	$ -	$ 300,000.00
Clinic Operations Costs	$ 5,194,000.00	$ -	$ 5,194,000.00
Nutrition Education Costs	$ -	$ -	$ -
NSA Peer Counselor Costs	$ -	$ -	$ -
Caseload Expansion Funds:	$ -	$ -	$ -
NSA Total Costs:	**$ 6,000,000.00**	**$ -**	**$ 6,000,000.00**

		Project:	40010557WICAD26
		Activity:	RECIPNT

WIC Breastfeeding Peer Counselor (PC) Total Costs:	Original Amount	Amended Amount	Total Amount
PC Total Costs:	**$ 500,000.00**	**$ -**	**$ 500,000.00**

Total $6,500,000.00

ATTACHMENT B

		Project:	40010557WICAD26
		Activity:	RECIPNT

WIC Nutrition Services & Admin (NSA) Total Costs:	Original Amount	Amended Amount	Total Amount
Administration Costs	$ 506,000.00	$ -	$ 506,000.00
Breastfeeding Promotion Costs	$ 300,000.00	$ -	$ 300,000.00
Clinic Operations Costs	$ 5,194,000.00	$ -	$ 5,194,000.00
Nutrition Education Costs	$ -	$ -	$ -
NSA Peer Counselor Costs	$ -	$ -	$ -
Caseload Expansion Funds:	$ -	$ -	$ -
NSA Total Costs:	**$ 6,000,000.00**	**$ -**	**$ 6,000,000.00**

		Project:	40010557WICAD26
		Activity:	RECIPNT

WIC Breastfeeding Peer Counselor (PC) Total Costs:	Original Amount	Amended Amount	Total Amount
PC Total Costs:	**$ 500,000.00**	**$ -**	**$ 500,000.00**

Attachment C: Federal Funding

Federal Agency: United States Department of Agriculture
CFDA Number: 10.557
Award Name: Special Supplemental Nutrition Program for Women, Infants, and Children

1) Incorporation

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

a) The grant program legislation and program regulation by statutory authority as provided for this program and all other referenced codes and regulations.
b) 2 CFR Subtitle A, Chapter II, Part 200 Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
c) USDA Grants Policies.

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

2) Anti-kickback Statute

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

3) Victims of Trafficking and Violence Protection Act

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

4) Accessibility of Services

Services must not discriminate on the basis of age, disability, sex, race, color, national origin or religion. Recipients must comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 701), the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*),

and any provisions required by the implementing regulations of the Federal Agency providing the funds. Resources are available at http://www.justice.gov/crt/about/cor/coord/titlevi.php.

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

5) Federal Information Security Management Act (FISMA)

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

6) Registration Requirements

The Contractor or Grantee must register in the System for Award Management (SAM) and maintain the registration with current information. Additional information about registration procedures may be found at www.sam.gov. The entity must maintain the accuracy and currency of its information in SAM at all times during which the entity has an active award unless the entity is exempt from this requirement under 2 CFR Subtitle A, Chapter II, Part 200. Additionally, the entity must review and update the information at least annually after the initial registration.

7) Non-Delinquency on Federal Debt

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

8) Federal Funds Disclosure Requirements

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

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

This publication (journal article, etc.) was supported by the Special Supplemental Nutrition Program for Women, Infants, and Children from United States Department of Agriculture. Its contents are solely the responsibility of the authors and do not necessarily represent the official views of the Department of Health and Human Services.

9) Equipment and Products

To the greatest extent practicable, all equipment and products purchased with federal funds should be American-made. 2 CFR Subtitle A, Chapter II, Part 200.33 and 200.313 defines equipment as tangible personal property (including information technology systems) having a useful life of more than one year and a per-unit acquisition cost which equals or exceeds the lesser of the capitalization level established by the non-Federal entity for financial statement purposes, or $5,000. See also §§200.12 Capital assets, 200.20 Computing devices, 200.48 General purpose equipment, 200.58 Information technology systems, 200.89 Special purpose equipment, and 200.94 Supplies.

The grantee may use its own property management standards and procedures provided it observes provisions of the relevant sections in the Office of Management and Budget (OMB) 2 CFR Subtitle A, Chapter II, Part 200.500-520.

10) Federal Funding Accountability and Transparency Act (FFATA)

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

11) Federal Lobbying Requirements

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

amendment, or modification of any federal contract, grant, loan or cooperative agreement.

b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Contract, contract, loan, or cooperative agreement, the Contractor shall complete and submit "Disclosure Form to Report Lobbying" in accordance with its instructions.

c) The Contractor shall require that the language of subparagraphs A) and B) be included in the language of all subcontracts and that all subcontractors shall certify and disclose accordingly.

For more information, please contact the IDOH Division of Finance.

Attachment D

Annual Financial Report for Non-governmental Entities

Guidelines for filing the annual financial report:

1. Filing an annual financial report called an Entity Annual Report (E-1) is required by IC 5-11-1-4. This is done through Gateway which is an on-line electronic submission process.

    a. There is no filing fee to do this.
    b. This is in addition to the similarly titled Business Entity Report required by the Indiana Secretary of State.
    c. The E-1 electronical submission site is found at https://gateway.ifionline.org/login.aspx
    d. The Gateway User Guide is found at https://gateway.ifionline.org/userguides/E1guide
    e. The State Board of Accounts may request documentation to support the information presented on the E-1.
    f. Login credentials for filing the E-1 and additional information can be obtained using the notforprofit@sboa.in.gov email address.

2. A tutorial on completing Form E-1 online is available at https://www.youtube.com/watch?time_continue=87&v=nPpgtPcdUcs

3. Based on the level of government financial assistance received, an audit may be required by IC 5-11-1-9.