



Commonwealth Healthcare Corporation

Commonwealth of the Northern Mariana Islands

1178 Hinemlu' St. Navy Hill, Saipan, MP 96950



**COMMONWEALTH OF THE NORTHERN MARIANA ISLANDS
COMMONWEALTH HEALTHCARE CORPORATION DIVISION OF PUBLIC
HEALTH SERVICES
Information Sharing Agreement**

This Information Sharing Agreement (ISA) is between the CNMI Women, Infants and Children (WIC) Program and the following programs and clinics:

1. PSS - Early Intervention
2. CHCC - Immunization Program
3. CHCC - Community Guidance Center (CGC)
4. CHCC - Maternal and Child Health Program
5. CHCC - Family Planning Program
6. CHCC - Early Outcomes for Maternal and Early Childhood (H.O.M.E. Visiting Program)
7. PSS - Head Start Program
8. PSS - Early Childhood Special Education Program
9. CNMI - Medicaid Office
10. CNMI - NAP (Nutrition Assistance Program)
11. CHCC - Women's Clinic
12. CHCC - Children's Clinic
13. CHCC - Family Care Clinic (FCC)

The purpose of the agreement is to share certain confidential information regarding CNMI Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) applicants and participants within the programs named to ensure that the confidentiality of such participant and applicant information is maintained.

This agreement is made in accordance with WIC Program Federal Regulations at 7CFR §246.26 (d) and (h) which states that confidential applicant and participant information may be disclosed by a WIC State agency and its local agencies to public organizations for use in the administration of their programs that serve persons eligible for the CNMI WIC Program in accordance with paragraph (h) of §246.26. Paragraph (h) states: "The chief State Health Officer (or, in the case of an Indian State agency, the governing authority) must designate in writing the permitted non-WIC uses of the information and the names of the organizations to which such information may be disclosed."

The receiving organization may use the confidential applicant and participant information only for:

- Establishing the eligibility of WIC applicants or participants for the programs that the organization administers;
- Conducting outreach to WIC applicants and participants for such programs;

- Enhancing the health, education, or wellbeing of WIC applicants or participants who are currently enrolled in such programs, including the reporting of known or suspected child abuse or neglect that is not otherwise required by State law;
- Streamlining administrative procedures in order to minimize burdens on staff, applicants, or participants in either the receiving program or the CNMI WIC Program; and,
- Assessing and evaluating the responsiveness of a state's health system to participants' health care needs and health care outcomes.

In entering into this ISA, the receiving organization is assuring the CNMI WIC Program that it will not use the information for any other purpose or disclose any confidential WIC applicant or participant information to a third party.

The purpose of this ISA is to protect confidentiality as well as to promote the health and wellbeing of mothers, children, and their families by identifying clients who may benefit from public health and nutrition programs and services.

The following programs are included in this ISA and the information to be shared is listed below:

Program	Information to be Shared
1. Early Intervention	Name, Contact information, Date of measure and measurements: Height, Weight, Hemoglobin, growth grids, feeding patterns and reason for referral.
2. CNMI Immunization Program	Name, Address, Contact information, Date of Birth, and Immunization Status.
3. Community Guidance Center (CGC)	Name, Contact information, and reason for referral.
4. Maternal and Child Health Program	Name, Contact information, Date of measure and measurements: Height, Weight, Hemoglobin, growth grids, feeding patterns, nutrition status and reason for referral.
5. Family Planning Program	Name, Contact information, and reason for referral.
6. Early Outcomes for Maternal and Early Childhood (H.O.M.E. Visiting Program)	Name, Contact information, Date of measure and measurements: Height, Weight, Hemoglobin, growth grids, feeding patterns, nutrition status and reason for referral.
7. Head Start Program	Name, Contact information, Date of measure and measurements: Height, Weight, Hemoglobin, growth grids, feeding patterns, nutrition status and reason for referral.
8. PSS - Early Childhood Special Education Program	Name, Contact information, Date of measure and measurements: Height, Weight, Hemoglobin, growth grids, feeding patterns, nutrition status and reason for referral.
9. Medicaid Office	Name, Contact information, Date of measure


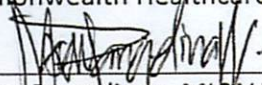
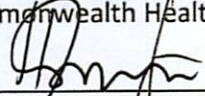
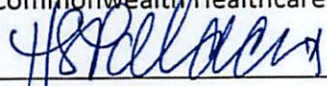
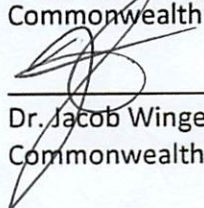
	and measurements: Height, Weight, Hemoglobin, growth grids, feeding patterns, nutrition status and reason for referral.
10. NAP (Nutrition Assistance Program)	Name, Contact information, and reason for referral.
11. Women's Clinic	Name, DOB, Contact Information, Weight, Height/Length, Hemoglobin, Growth grids, feeding patterns, nutrition status and reason for referral.
12. Children's Clinic	Name, DOB, Contact Information, Weight, Height/Length, Hemoglobin, Blood Lead Levels, Growth grids, feeding patterns, nutrition status and reason for referral.
13. Family Care Clinic (FCC)	Name, DOB, Contact Information, Weight, Height/Length, Hemoglobin, Growth grids, feeding patterns, nutrition status and reason for referral.

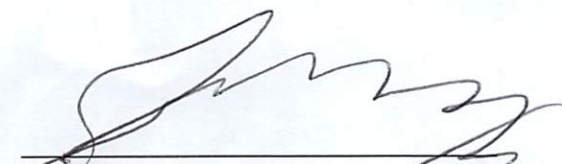
All parties involved in this ISA agree to the following:

1. All requests for WIC applicant and participant information shall be in writing and directed to the WIC Program Manager.
2. The WIC Program Manager may only disclose confidential WIC applicant and participation information that is relevant to the receiving organization for the purpose(s) as stated in Federal Regulations at 7CFR§246.26 (d) and (h). Confidential WIC applicant and participant information, which is listed above to ensure access to services.
3. All parties involved in this ISA may release non-identifying aggregate data relevant to the agencies' missions in order to facilitate program development. The aggregate data may be released in statistical summary to assist in assessing population health status and need, and to promote and strengthen linkages with other public services and programs. Any data released for this purpose must be discussed with the WIC Program Manager and prior written consent for each release of data must be obtained.
4. All parties involved in this ISA will collaborate to develop and implement outreach activities to best meet client needs.
5. All parties involved in this ISA will have in place policies and procedures regarding maintaining confidentiality, non-disclosure to third parties, access to records, referrals within 60 calendar days after the final signature on this ISA. These policies should include who will have access to the data, how the data will be secured and stored, and what the consequences will be to the program and/or staff for disallowed release and/or use of data. Violation of the maintenance of confidentiality or failure to have the policies and procedures written as stated will result in the termination of this Agreement.

6. All parties entering this agreement shall make services available to eligible clients and will not discriminate on the basis of race, color, national origin, sex (including gender identity and sexual orientation), age, disability, and reprisal or retaliation for prior civil rights activity. In addition, all parties will observe all pertinent federal and state statutes and rules, as well as professional standards.
7. This Information Sharing Agreement will be reviewed annually.
8. This Agreement remains in effect until terminated in accordance with this provision, or until such time as state or federal law invalidates the agreement. Any party may terminate this Agreement at any time by providing 30 calendar days written notice to the other party or parties. Termination of this Agreement will occur immediately if the CNMI WIC Program determines that another program has utilized the shared information for purposes other than those specifically designated within and authorized by this Agreement. Termination of this Agreement will occur immediately if a program fails to maintain the confidentiality of the information in violation of 7 C.F.R. § 246.26 (d) and this Agreement. At the termination of this ISA, all shared information will be immediately surrendered to the CNMI WIC Program.

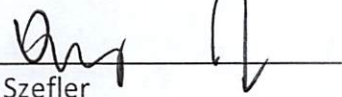
The benefit of this Information Sharing Agreement is to ultimately improve the health and wellbeing of participants and their families participating in the CNMI WIC Program. In entering this agreement, both parties will respect the client's right to privacy and will deliver services that are sensitive to cultural and family values.

 <hr/> Marie Attao, WIC Program Manager Commonwealth Healthcare Corporation	<hr/> 3/21/25 Date
 <hr/> Maxine Pangelinan, MICAH Programs Administrator Commonwealth Healthcare Corporation	<hr/> 3/21/25 Date
 <hr/> Heather Pangelinan, Director of Public Health Services Commonwealth Healthcare Corporation	<hr/> 03/22/2025 Date
 <hr/> Halina S. Palacios Chief Operating Officer of Population Health Commonwealth Healthcare Corporation	<hr/> 3/21/25 Date
 <hr/> Dr. Jacob Wingerter, Chairman Pediatrics Commonwealth Healthcare Corporation	<hr/> 3/25/25 Date



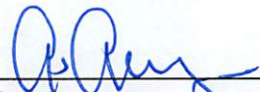
Dr. Geoffrey Fraiche, Chairman Women's Clinic
Commonwealth Healthcare Corporation

3/26/25
Date




Dr. Andrzej Szefer
Chair Family Care Clinic & Public Health Medical Director
Commonwealth Healthcare Corporation

3/26/25
Date



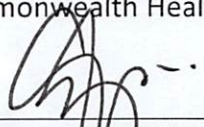
Dr. Glenda George, Director of BHS-CGC (Clinical Services)
Commonwealth Healthcare Corporation

3/28/25
Date



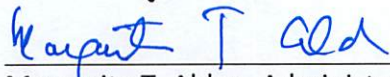
Reyna Saures, Director of BHS-CGC
Commonwealth Healthcare Corporation

03/28/2025
Date



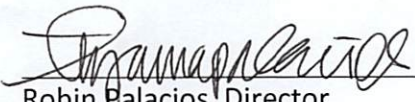
George Cruz, Medicaid Administrator
CNMI Medicaid Program

04/02/2025
Date



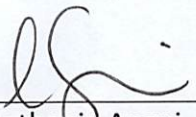
Margarita T. Aldan, Administrator
CNMI Nutrition Assistance Program

04/02/2025
Date



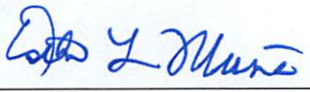
Robin Palacios, Director
PSS - Early Intervention Program

4/2/25
Date



Lathakia Angui, Director
PSS - Head start/Early Head start Program

4/28/25
Date



Esther L. Muna, Chief Executive Officer
Commonwealth Healthcare Corporation

4/29/25
Date