

# MEMORANDUM OF UNDERSTANDING (MOU)

Between

**THE WIC PROGRAM ADMINISTERED by**

***WIC***

And

***External Partner***

## **SUBJECT OF MOU:**

Sharing identifiable WIC client information.

## **PARTIES TO MOU:**

This document serves as a Memorandum of Understanding between the WIC Program administered by ***WIC***, hereafter referred to as WIC and ***External Partner***, hereafter referred to as receiving entity.

## **BACKGROUND AND USE OF DATA:**

As required by WIC Federal Regulation [246.26(h), 246.7(i)(11)(i-iii), 246.(a)(24)], this MOU establishes protection of, and proper use of, individually identifiable WIC client information. All WIC clients sign a WIC Rights and Responsibilities statement which documents their understanding that individually identifiable information may be shared for the purposes allowed by the cited WIC regulations. The Chief State Health Officer of Kansas has designated the receiving entity as an organization to which individually identifiable WIC client information may be disclosed.

## **RESTRICTIONS, ASSURANCES AND UNDERSTANDINGS:**

The use of individually identifiable WIC client information by the receiving entity is restricted to the following purposes:

- Establishing the eligibility of WIC clients for the health or welfare programs that it administers.
- Conducting outreach to WIC clients for such programs.
- Enhancing the health, education or well-being of WIC applicants or clients who are currently enrolled in such programs, including the reporting of known or suspected child abuse or neglect that is not otherwise required by law.
- Streamlining administrative procedures in order to minimize burdens on staff, applicants, or clients in either the receiving entity or the WIC program.
- Assessing and evaluating the responsiveness of a State's health system to client's health care needs and health care outcomes.

By signing this MOU, the receiving entity assures that it will not share individually identifiable WIC client information with a third party and it will not use individually identifiable WIC client information for purposes not specified in this MOU.

All restrictions on the disclosure of WIC client information shall survive the termination, expiration or cancellation of this MOU.

## **WHAT THE WIC PROGRAM AGREES TO:**

- Sign the Riley County Health Department Business Associate Agreement to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996

("HIPAA"), the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) ("ARRA"). See Exhibit A.

- Upon request, share the following information for WIC applicants and clients that are also clients of Konza Prairie Community Health Center.
  - o Certification data to include length, weight, hemoglobin counts, failure to thrive status, and other client risk factors
  - o Dates of WIC visits
  - o Breastfeeding status (none, any, exclusive, or formula feeding)
  - o Vitamin intake
  - o Smoking status of parents/guardians
  - o Date milk was introduced to the infant/child
  - o Date formula was introduced to the infant/child
  - o Dates solid food was introduced
  - o Exclusive breastfeeding
- Requests for information will be made by fax.
- Only request and share information that is needed to enhance the well-being of the client.

#### **WHAT THE RECEIVING ENTITY AGREES TO:**

- Sign the Riley County Health Department Business Associate Agreement to comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), the American Recovery and Reinvestment Act of 2009 (Pub. L. 111-5) ("ARRA"). See Exhibit A.
- Upon request, share the following information for clients of Konza Prairie Community Health Center that are also Riley County WIC clients
  - o Hemoglobin count
  - o Height/length
  - o Weight
  - o Immunizations needed
- Requests for information will be made by fax
- Only request and share information that is needed to enhance the well-being of the client.

**TERMS OF, AND CHANGES TO THE AGREEMENT:**

This MOU shall be in effect when signed by both parties. This MOU may be terminated at any time by either party.

This MOU shall be reviewed on an annual basis no later than January 15 of each calendar year and shall be terminated, amended or otherwise changed within 30 days following the review. If no changes are necessary, the MOU will continue to remain in effect. Documentation of the review shall be created and maintained by THE WIC program.

**We, the undersigned, understand and agree to abide by the statements in this MOU.**

**Signature: \_\_\_\_\_ Date: \_\_\_\_\_**

**(Insert name and title of authorized official here)**

**WIC**

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**Signature: \_\_\_\_\_ Date: \_\_\_\_\_**

**(Insert name and title of authorized official here)**

**External Partner**

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