

INTERAGENCY AGREEMENT BETWEEN

**THE
MICHIGAN DEPARTMENT OF COMMUNITY HEALTH
WIC DIVISION**

Hereinafter referred to as the "DIVISION"

AND

**THE
MICHIGAN DEPARTMENT OF EDUCATION
OFFICE OF GRANTS COORDINATION AND SCHOOL
SUPPORT**

Hereinafter referred to as the "DEPARTMENT"

This Agreement is made between the Michigan Department of Community Health, WIC Division, having a mailing address of 320 South Walnut, Lewis Cass Building, 6th Floor South, Lansing, MI 48913 and the Michigan Department of Education, Office of Grants Coordination and School Support, having a mailing address of John A. Hannah Building, P.O. Box 30008, Lansing, MI 48909

The Division and the Department agree as follows:

1. TITLE OF PROJECT

PREVENTION AND DETECTION OF DUAL PARTICIPATION

2. PURPOSE OF AGREEMENT

Federal regulations 7 CFR 246.4(a)(15) require a plan to prevent and detect dual participation in states where the WIC Program and the Commodity Supplemental Food Program (CSFP) operate in the same area. Actual or attempted simultaneous participation in the WIC Program and CSFP during the same period of time is a program enrollment violation.

Section 246.7(j)(1) further provides for applicants to be notified, during the WIC certification process, of the illegality of dual participation. Section 246.7(l)(1) details State agency responsibilities for prevention, detection, and sanctions arising from dual participation. Section 246.23(c)(1) sets forth claim assessment requirements.

Section 247.19 requires that State CSFP and WIC Programs develop a plan to prevent and detect dual participation and that persons found committing dual participation must be discontinued from one of the programs with adequate notification.

The Division shall use its Management Information System (MIS), in addition to program processes, to integrate with CSFP data to better control and manage dual participants and improve process efficiencies in enforcing dual participation requirements by sharing data between WIC and CSFP.

3. LEGAL BASIS

- i. The Code of Federal Regulations, 7 CFR Section 246.2
- ii. The Code of Federal Regulations, 7 CFR Section 246.4(a) (5)
- iii. The Code of Federal Regulations, 7 CFR Section 246.7 (j) (1)
- iv. The Code of Federal Regulations, 7 CFR Section 246.23 (c) (1)
- v. The Code of Federal Regulations, 7 CFR Section 247.19

4. PERIOD OF AGREEMENT

This Agreement shall be effective commencing on October 1, 2011. If there are no substantive changes, this Agreement will remain in effect unless terminated or amended.

5. METHODOLOGY AND AUTOMATED SYSTEM PROCESS

The WIC MIS will validate for CSFP dual enrollment at the time of WIC enrollment and subsequent certifications. If a WIC applicant or client is found to be a participant in CSFP, the system will prompt the user to resolve dual enrollment. The user can resolve the dual enrollment in the system based on preferred choice as indicated by the applicant/client. A master file from CSFP with WIC eligible clients will be used to validate dual enrollment.

The system will then process data for appropriate CSFP system(s) to indicate the applicant/client's preference in program participation. CSFP system(s) will then process the information sent from the WIC system and notify the WIC system of the actions taken.

The CSFPs will submit CSFP maternal and child enrollees to the WIC program for dual participation validation. The CSFP agencies will transfer data files in an agreed upon format to the State of Michigan network where the WIC MIS will read the files for processing. The WIC MIS shall consolidate the data from all the CSFP agencies into one master file for dual participation data validation. The WIC system will validate for CSFP validation according to WIC program rules when a WIC enrollee or client record is added or updated.

If a client who is found to be dual participating in WIC and CSFP elects to participate in the WIC program (Choice WIC), the system will generate a file with Choice WIC data for the CSFP agencies to process. The data from WIC MIS to CSFP agencies shall be in an agreed upon format and media.

A common file format will be used to accept and receive data from the WIC system to all 18 CSFP agencies. Michigan Department of Technology, Management and Budget (DTMB) standards for data exchange protocol will be used for data transfer between WIC and CSFP systems.

The Department (Michigan Department of Education) and the Division (Michigan Department of Community Health) along with Michigan Department of Technology, Management and Budget will coordinate the efforts to integrate WIC data with CSFP data.

6. DATA

The following are the data that will be needed at the minimum from the CSFP agencies/systems:

- CSFP Agency Identifier
- CSFP Participant Identifier
- CSFP Participant First Name
- CSFP Participant Last Name
- CSFP Participant Date of Birth
- CSFP Date of Enrollment/Certification
- CSFP Participant Address
- CSFP Participant City
- CSFP Participant Zip
- CSFP Authorized Person's First and Last Name
- CSFP Participant Enrollment Status (indicating active or inactive)

In addition to the data as noted above, CSFP agency name, CSFP agency coordinator name, and a contact phone number shall also be provided by the Department to the Division.

The following are the data that will be provided at the minimum from the WIC Management Information System to CSFP agencies:

- WIC Agency Identifier
- CSFP Agency Identifier
- CSFP Participant Identifier
- WIC Client Identifier
- Client First Name
- Client Last Name
- Client Date of Birth
- Client Date of Certification
- Client Address
- Client City
- Client Zip
- Authorized Person's First and Last Name
- Client WIC Enrollment Status (indicating active or inactive)

- Client's Choice Status

7. DIVISION RESPONSIBILITIES

- i. The Division agrees to require that all applicants provide proof of identity at enrollment and residency, at each certification.
- ii. The Division agrees to notify each WIC applicant or client at each certification that it is illegal to participate in both WIC and CSFP at the same time and remove anyone who has an interest in CSFP.
- iii. The Division agrees not to enroll or provide benefits to applicants or clients who indicate that they are currently enrolled in or receiving benefits from a Commodity Supplemental Food Program (CSFP).
- iv. The Division agrees that it will provide a file of active WIC clients in order to match with the CSFP enrollees.
- v. The Division agrees to run a scheduled match of WIC and CSFP (including Focus:HOPE) enrollees and send letters to all those who are listed on both programs, requiring that they choose one program and terminate from the other program.
- vi. The Division agrees to follow-up on all WIC clients whose name appears on the WIC-CSFP Dual Participation listings and terminate those clients from WIC who choose to remain in CSFP (including Focus:HOPE)
- vii. The Division agrees to use the WIC Management Information System to indicate potential dual enrollees/clients who choose to remain on the WIC program and be terminated from CSFP (including Focus:HOPE).
- viii. The Division agrees that each WIC local agency will contact CSFPs within their jurisdiction to share client lists and information to identify dual enrollees and validate actual dual participation based on receipt of benefits during the same benefit period.
- ix. The Division agrees that the WIC local agency staff shall compare information (or listings) submitted by non-Focus:HOPE or non-WIC system electronic interface CSFPs and confirm in writing on the report that the CSFP enrollee is not enrolled in the WIC program. If the individual is dually enrolled, the WIC local agency shall send the enrollee a letter instructing the individual to choose either WIC or CSFP. If the suspected dual enrollees do not respond to WIC or CSFP within 45 days of the letter, they shall be terminated from WIC.

- x. The Division agrees that all clients who are dually enrolled will be investigated for possible dual participation and appropriately sanctioned, if found to be an actual dual participant.

8. DEPARTMENT RESPONSIBILITIES

- i. The Department agrees that CSFP agencies will ask all applicants if they are currently enrolled in or receiving benefits from any WIC program.
- ii. The Department agrees that CSFP agencies will not enroll or provide benefits to applicants or participants who indicate that they are currently enrolled in or receiving benefits from a WIC program.
- iii. The Department agrees that CSFP agencies will notify all CSFP applicants or participants that it is illegal to participate in both WIC and CSFP at the same time and remove anyone who has an interest in WIC.
- iv. The Department agrees that CSFP agencies (including Focus:HOPE) will provide a file of active CSFP participants in order to match with the WIC program enrollees. The electronic communication will be on a scheduled basis in a mutually agreed upon data format that is consistent across all CSFP agencies.
- v. The Department agrees that the CSFP enrollee file will be provided regularly at least on a monthly basis from the CSFP agencies.
- vi. CSFP agencies (including Focus:HOPE) may use the WIC Management Information System to identify and indicate potential dual participants who choose to remain in CSFP (including Focus:HOPE) and terminate and discontinue benefits to any participants who choose to remain on the WIC program.
- vii. The Department agrees that it shall have written agreements with all the CSFP agencies (including Focus:HOPE) in the State of Michigan to detect and prevent dual participation.
- viii. The non-Focus:HOPE CSFP agencies shall send to the WIC local agencies that share jurisdiction with the CSFP, the following information for each of their active maternal and child program enrollees:
 - Participant Name
 - Authorized Person's Name
 - Address
 - Zip Code
 - Date of Birth
 - Date of Certification
 - Enrollment Status

- CSFP Agency

If the CSFP agencies cover multiple counties, the information shall be sorted by the county of residence. The local CSFP agency shall send enrollee information (or listing) to the Division or Division contracted WIC local agencies every six months.

- ix. The Department agrees to coordinate program, process, and system changes to implement and monitor dual participation in the 18 CSFP agencies under its jurisdiction.

9. CLAIMS AND SANCTIONS

The December 2000 Final Rule on WIC Food Delivery Systems revamped the requirements for defining, sanctioning, and recovering claims arising from participant violations with specific reference to dual participation.

- i. The Division and the Department agree that immediate termination from participation from one program will occur for participants found to be in violation due to dual participation.
- ii. The dual participant shall be required to reimburse the WIC or CSFP Program for the value of the benefits that were wrongly obtained.
- iii. The Program and Department shall enforce sanctions toward WIC/CSFP dual participants as prescribed by Federal Regulation and State Policy.
- iv. WIC regulations stipulate, "when appropriate, State agencies must refer [...] participants who violate program requirements to Federal, State or local authorities for prosecution under applicable statutes."

10. ADMINISTRATION

The interdepartmental agreement manager for the Division is Stan Bien, Director, and WIC Division.

The interdepartmental agreement manager for the Department is Mary Ann Chartrand, Director, Office of Grants Coordination and School Support.

The program contact for the Division is Terri L. Riemenschneider, WIC Local Agency Consultant, Nutrition and Program Evaluation Section.

The program contact for the Department is Kathleen M. Rhodes, Consultant, Commodity Distribution Programs.

11. MODIFICATIONS

Any changes, amendments or revisions to this agreement shall only be effective if made in writing with written concurrence authorized by the Division and the Department.

12. CONFIDENTIALITY CLAUSE

- i. Information disclosed for the purposes described above will not be used for any other purpose.
- ii. Records retained for evidentiary purposes will be retained only to the extent and for the period required by law.
- iii. Information will be restricted to those employees and officials who require that information in the official performance of job duties.
- iv. Information shared will adhere to the WIC Regulations as set forth in Section 246.26(d) regarding WIC Program – General Administration: Confidentiality.
- v. Information shared will be limited to persons directly connected with the administration or enforcement of the program, including persons investigating or prosecuting violations in the WIC program under Federal, State, or local authority.
- vi. The Division may release the information in a way that protects the identity of the individuals. Therefore, requests for data in aggregate or summary form may be granted as long as the released information excludes any items that would identify the program participants or applicants, consistent with WIC Regulations Section 246.26(b).

13. TERMINATION

This agreement may be terminated at the mutual consent of the Division and the Department.

14. FUNDING

This agreement **does not** include the reimbursement of funds between the two parties.


15. SPECIAL CERTIFICATION

The individual or officer signing this agreement certifies by his or her signature that he or she is authorized to sign this agreement on behalf of the responsible governing board, official, or Agency.

16. SIGNATURE SECTION

We, the undersigned, agree to communicate and share information to resolve cases of suspected dual participation. Appropriate action will be taken by each WIC State agency according to the guidelines outlined by the Southwest Region Dual Participation Workgroup's Best Practices Guide. We hereby agree to share the results and honor each other's sanctions in this crosscutting area of participant violations.

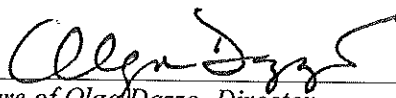
For the Michigan Department of Community Health



Signature of Authorized Official

8/29/11

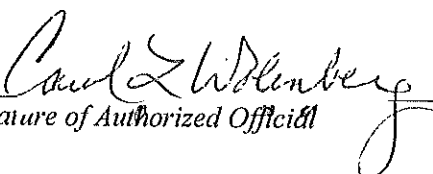
Date Agreement Authorized



Signature of Olga Dazzo, Director,
Michigan Dept. of Community Health

Date Agreement Authorized

For the Michigan Department of Education



Signature of Authorized Official

9-28-11

Date Agreement Authorized