

**Michigan Department of Health and Human Services**  
**☒ Intra- ☐ External Agency Agreement Between the Women, Infant, and Children (WIC) Program and the Maternal Infant Health Program to Share Confidential WIC Information under 7 CFR 246.26(d)(2) and (h).**

**1. Purpose**

This agreement between WIC and the **MDHHS Maternal Infant Health Program (MIHP)** allows WIC to share applicant and participant information, with **MIHP** for the purposes provided for in 7 CFR 246.26. The parties understand that all WIC information about an applicant or client is confidential and may only be shared as otherwise provided for in this agreement. 7 CFR 246.26(d)(1)(i).

The MIHP Program is open to all Medicaid-eligible Michigan infants and women who are pregnant. The program provides maternal and infant health risk assessment completed by a nurse or social worker who determines their needs and develops a care plan to be implemented via home. The goal of MIHP is to assure healthy pregnancy outcomes and infant growth and development through an integrated service approach. Since WIC and the MIHP Program serve similar populations, sharing data to ensure eligible clients are not overlooked will be beneficial for both programs.

**2. Definitions**

**Agreement:** means this Intra- or External agency agreement.

**WIC Record(s):** means any past, present, or future, applicant or participant information regardless of the media or source, provided by WIC to Intra- or External agency.

**Department:** means the Michigan Department of Health and Human Services.

**Incident:** A threat or event that compromises, damages, or causes a loss of confidential or protected information (e.g., unauthorized disclosure of information, failure to protect user ID's, theft of computer equipment or WIC records, etc.)

**WIC:** Michigan Department of Health and Human Service, Women, Infant, and Children's Division.

**3. Scope of Agreement:**

7 CFR 246.26(h)(3)(i)(A) allows for WIC data to be used for the non-WIC purpose of establishing eligibility of WIC applicants or participants for the programs that **MIHP** administers.

7 CFR 246.26(h)(3)(i)(B) allows for WIC data to be used for the non-WIC purpose of conducting outreach to WIC applicants and participants for programs that **MIHP** administers.

7 CFR 246.26(h)(3)(i)(C) allows for WIC data to be used for the non-WIC purpose of enhancing the health, education, or well-being 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 otherwise required by state law, that **MIHP** administers.

7 CFR 246.26(h)(3)(i)(D) allows for WIC data to be used for the non-WIC purpose of streamlining administrative procedures in order to minimize burdens on staff, applicants, or participants in either the receiving program or the WIC Program.

The chief State health officer for Michigan has designated in writing the permitted non-WIC uses of the WIC information and has identified **MIHP** as an appropriate recipient of WIC data for non-WIC purposes.

#### **4. Security**

**MIHP** agrees to use appropriate safeguards to prevent use or disclosure of the information other than as provided by this agreement; (MDHHS WIC Sponsor may require description of the security procedures that will be in place and followed.):

**A. Specify the medium requested (e.g., electronic, hard copy, etc.):** A hard copy of referral information (name, address, phone number, plus DOB and Medicaid number if available) can be shared with a local **MIHP** agency by faxing the referral information. Referrals may also be hand-delivered if WIC and **MIHP** local agencies are in the same building.

**B. Specify the method of transfer from WIC to MIHP:** **MIHP** agrees to limit access to this information only to those described and authorized in this agreement. Local WIC agencies will either fax the information to a local **MIHP** or share detail regarding the referral via internal EMR systems (e.g. Patagonia, Insight, EPIC).

**C. Specify how the data will be stored and protected (e.g., encryption, password protected:** Referrals are stored at local **MIHP** agencies for seven years after a participant is no longer enrolled in the program per State of Michigan/Medicaid guidelines.

**D. Specify how access to the data will be managed:** Prospective MIHP beneficiaries, referred from a local WIC agency, will be contacted by the MIHP. The referral information will then be added to their individual beneficiary record when contact is made, and the client agrees to participate.

**E. Specify the name and title of all whom will have access to the data:** This is a statewide agreement between multiple MIHP local agencies and WIC. MIHP staff will have access to the referral information on a “need to know” basis at each local agency. Local agency WIC staff will determine the appropriate local MIHP program that will receive the appropriate WIC client information.

## **5. Incident Reporting**

If, after obtaining confidential WIC records, **MIHP** determines there has been a potential breach of confidentiality that may include WIC records, **MIHP** shall contact their respective MDHHS WIC Sponsor named in this agreement of the breach within 24 hours of knowledge of the breach. The MDHHS WIC Sponsor shall complete the DCH-1422 Incident Report Form and submit the DCH-1422 to the MDHHS-Compliance Office at MDHHSPrivacySecurity@michigan.gov. To the extent allowed by law, **MIHP** and the MDHHS WIC Sponsor shall cooperate with the MDHHS-Compliance Office in any investigation regarding a data incident involving WIC records.

## **6. Restrictions and Conditions of Use**

WIC agrees that it shall make information on WIC participants available for the sole use of **MIHP** for the specific purposes outlined in this agreement. Information acquired under this agreement may not be disseminated or otherwise disclosed to any individual or organization, except as otherwise required by applicable law.

## **7. Retention and Disposition of WIC Information**

**MIHP** retains participant records for seven years after a participant is no longer enrolled in the program per State of Michigan/Medicaid guidelines. **MIHP** will sign an affidavit provided by the MDHHS-Compliance Office attesting that the information will be destroyed after it is no longer need or will be retained for a specified period.

## **8. Effective Date**

The information sharing required by this agreement shall not be effective until applicants and participants have been notified as required by 7 CFR 246.26(h)(2). This may be accomplished by the WIC program updating a publicly available list of such programs, in

conjunction with a client agreement notifying clients of such a list. This agreement shall remain in full force and effect until superseded or terminated.

## 9. Termination

This agreement may be terminated by either party on delivery of 30 days written notice to the other party. WIC reserves the right to immediately terminate the information sharing provided for in this Agreement for failure to comply with the requirements of this Agreement. This Agreement may be modified by either party as needed to comply with federal or state laws, rules, or regulations, or if changes in policies require modification. The parties will meet as needed to effect any necessary changes, and continuing research communication will be sent to and completed by the **MIHP** every two years to determine if the agreement should continue, be terminated, or updated.

## 10. Agreement Contacts

### WIC:

**Christina Herring-Johnson, Director**

**Phone Number: 517-335-8448**

**Email: herringc@michigan.gov**

### Maternal Infant Health Program:

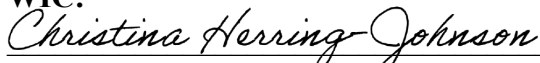
**Dawn Shanafelt, Director, Division of Maternal and Infant Health**

**Phone Number: 517-614-0804**

**Email: shanafeltd@michigan.gov**

WIC and **MIHP** agree, by the signatures below of their authorized representatives, that they have read this agreement, understand it, and agree to be bound by its terms and conditions.

### WIC:



Christina Herring-Johnson, WIC Division Director

1/31/22

Date

### MIHP:



Dawn Shanafelt, Division of Maternal & Infant Health Director

1/28/2022

Date

### **COMPLIANCE OFFICE:**

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Cynthia Green-Edwards, Chief Compliance Officer

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Date