

DATA SHARING AGREEMENT

BETWEEN

IOWA DEPARTMENT OF PUBLIC HEALTH (IDPH), Women, Infants and Children Supplemental Nutrition Program (WIC)

AND

State WIC Agency

This Data Sharing Agreement is between the Iowa Department of Public Health (IDPH) and the **State WIC Agency**.

- I. Purpose.** The IDPH and State WIC Agency enter into this agreement to set out conditions under which they will share confidential Special Supplemental Nutrition Program for Women, Infants and Children (WIC) participant information to identify, prevent, and eliminate dual participation as required by 7 CFR § 246.7(l).
- II. Legal Authority.** Food and Nutrition Service, USDA 7 CFR § 246.7(l) requires plans to prevent and identify dual participation including a written agreement between the State agencies for the detection and prevention of dual participation. WIC participant data is confidential under Federal law 7 CFR § 246.26.
- III. Term.** The term of this Agreement shall be from the **Month, Day, 2017**, until **Month, Day, 2022**, unless terminated early in accordance with the termination section below.
- IV. Duties of the Parties.**
 - A. Duties of IDPH.** IDPH shall provide data files containing client information for all active WIC participants who reside in contiguous border counties. This information shall include WIC participant's first and last names, plus middle initial; guardian's name (if applicable); address including street and zip code; date of birth; participant category; sex; certification date; last food benefit issue date; and months of benefits issued. Additional information may be exchanged for participants discovered to have dual enrollment in both states, as described in Section IV, part B.

Data shall be shared on a semi-annual basis. IDPH shall send its data files using secure email no later than July 31 and no later than January 31 of each year. The data file due July 31 shall contain WIC participation data as of June 30 of that calendar year. The data file due by January 31 shall contain WIC participant data as of December 31 of the previous calendar year.

IDPH agrees to supply the **WIC State Agency** with the required data fields outlined within this Agreement as presented in Appendix A on a schedule agreed upon between the parties

B. Duties of **WIC State Agency**.

WIC State Agency shall provide data files containing client information for all active WIC participants who reside in contiguous border counties. This information shall include WIC participant's first and last names, plus middle initial; guardian's name (if applicable); address including street and zip code; date of birth; participant category; sex; certification date; last food benefit issue date; and months of benefits issued. Additional information may be exchanged for participants discovered to have dual enrollment in both states, as described in Section IV, part B.

Data shall be shared on a semi-annual basis. State Agency shall send its data files using secure email no later than July 31 and no later than January 31 of each year. The data file due July 31 shall contain WIC participation data as of June 30 of that calendar year. The data file due by January 31 shall contain WIC participant data as of December 31 of the previous calendar year.

WIC State Agency agrees to supply the IDPH with the required data fields outlined within this Agreement as presented in Appendix A on a schedule agreed upon between the parties

Authorized personnel from DHHS shall compare the participant information submitted to determine if any participant may be enrolled for WIC participation in both States.

- i. **Use.** All records and data provided by this Agreement shall be used only for purposes as set forth in the Agreement. The **WIC State Agency** shall not use or permit others to use the records and data in any way except for the purposes outlined in this Agreement.
- ii. **Storage.** All records and data received pursuant to this Agreement shall be stored in a secure locked area with access restricted to project personnel for purposes only as set forth in section I of this Agreement. The records will be stored in compliance with the standards of [Security Rules for IDPH Data](#). **WIC State Agency** shall comply with department and state information technology standards.

(1) Data Backup Standard: Applicable to Entities which utilize data systems to process, store, transmit or monitor information.

(2) Data Stewardship Standard: Applicable to Entities which utilize data systems to process, store, transmit or monitor information.

(3) Interconnectivity Standard: Applicable to Entities which utilize data systems to process, store, transmit or monitor information.

(4) Laptop Data Protection Standard: Applicable to Entities which utilize laptops to process, store, transmit or monitor data.

(5) Removable Storage Encryption Standard: Applicable to Entities which utilize removable storage devices to process, store, transmit or monitor information.

Current state information technology standards are accessible online at <https://ocio.iowa.gov/standards>.

- iii. **Confidentiality.** State WIC Agency shall maintain the confidentiality of all confidential records and data released pursuant to this Agreement. State WIC Agency shall not disclose any confidential information contained in these records or data, including but not limited to names and other identifying information of persons who are the subject of such records, either during the period of this Agreement or hereafter. All identifiable and personal indicators shall be kept strictly confidential and shall not be used or released for any purpose.

State WIC Agency shall not use the information from the records or data to establish contact with the named person or his/her family without prior written approval from IDPH.

State WIC Agency shall immediately report to IDPH any unauthorized disclosure of confidential information. Such disclosure shall be grounds for immediate termination of this Agreement.

The State WIC Agency may employ WIC Program information only for the purposes of establishing the eligibility of WIC applicants and participants for the health or welfare programs that it administers, and for conducting outreach or eligibility to WIC applicants and participants for each program. The State WIC Agency will not disclose any WIC information to a third party.

- iv. **Destruction.** State WIC Agency shall destroy all data received from IDPH and any files created by linking these data files at the termination of the project or in any case within five years of execution of this Agreement, unless need for further retention is explained in the project description and approved in writing by IDPH through addendum to this Agreement. Destruction shall be by means which render IDPH data and any files created by linking the data files, unidentifiable and useless. The State WIC Agency shall provide notification to IDPH of the destruction of the records by completing and returning the *Confirmation of Destruction* form.

- v. **Future Requests.** All future data requests relative to the described project shall make reference to the above Agreement number.
- vi. **Modifications.** If during the process of implementing this project there is a modification to the project or if the project is terminated, notice shall be sent to the IDPH explaining the modifications or stating date of termination. The **State WIC Agency** shall not modify the use of the IDPH records or data from that contained in section I of this Agreement without prior written approval from IDPH.
- vii. **Ownership.** IDPH records and data provided by IDPH to **State WIC Agency** pursuant to this Agreement shall remain the property of IDPH at all times.
- viii. **Re-release.** **State WIC Agency** may not re-release data provided by this Agreement without expressed written permission from IDPH. Data provided by this Agreement is for use solely within **State WIC Agency** only for the purposes outlined in this Agreement.
- ix. **Aggregate Data Publication.** **State WIC Agency** agrees to provide a copy of all proposed publications to IDPH at least thirty (30) days in advance of the proposed dissemination date. The publication shall not be published in any format without the prior written consent of IDPH. Any publication of aggregate data shall comply with IDPH confidentiality guidelines, including *IDPH Policy for Release of Confidential Public Health Records*.
- x. **Data Linkage.** **State WIC Agency** may only link data provided by this Agreement to DHSS WIC data, and may not the data to any other dataset without express written permission from IDPH.
- xi. The **State WIC Agency** will not discriminate against persons on the grounds of race, color, national origin, sex, age or disability. In the event of a nondiscrimination complaint, The **State WIC Agency** will compile data, maintain records and submit reports as required to permit effective enforcement of the non-discrimination laws per Section 246.6(b)(10) of the WIC Regulations.

C. Duties of IDPH and **WIC State Agency**

If a State suspects dual participation, that State may request that the other State exchange additional participant information. Either state may supply information of additional counties when there is a possibility of dual participation. An exchange of information may also occur over the phone. Upon discovering a dual participant, the participant shall immediately be terminated from participation in one of the programs or clinics as required by 7 CFR § 246.7(l)(3), and shall take follow up action on any dual participants discovered within one-hundred-twenty (120) days. If either State

finds dual participation resulting from the participant's intentional misrepresentation, both State programs shall collect improperly issued benefits under 7 CFR § 246.23(c)(1) and disqualify the participant from both programs under 7 CFR § 246.12(u)(2).

Both States shall use or disclose information they exchange in accordance with these procedures only in direct connection with the administration, enforcement and prosecution of violations of WIC regulations and procedures; however, the States may disclose shared information as set forth in 7 CFR § 246.26(d).

Documentation of activities pursuant to this agreement, including the disposition of all cases of dual enrollment and dual participation, shall be maintained on file at IDPH and the WIC State Agency for audit and review purposes.

V. Agreement Administration

- A. **Amendments.** This Agreement may be amended in writing from time to time by mutual consent of the parties. All amendments to this Agreement must be in writing and fully executed by the parties.
- B. **Third-Party Beneficiaries.** There are no third party beneficiaries to this Agreement. This Contract is intended only to benefit the state, IDPH, and the **State WIC Agency**.
- C. **Integration.** This Agreement represents the entire Agreement between the parties. The parties shall not rely on any representation that may have been made which is not included in this Agreement.
- D. **Headings or Captions.** The paragraph headings or captions used in this Agreement are for identification purposes only and do not limit or construe the contents of the paragraphs.
- E. **Not a Joint Venture.** Nothing in this Agreement shall be construed as creating or constituting the relationship of a partnership, joint venture, (or other association of any kind or agent and principal relationship) between the parties hereto. Each party shall be deemed to be an independent contractor contracting for services and acting toward the mutual benefits expected to be derived herefrom. No party, unless otherwise specifically provided for herein, has the authority to enter into any contract or create an obligation or liability on behalf of, in the name of, or binding upon another party to this Agreement.
- F. **Supersedes Former Contracts or Agreements.** This Contract supersedes all prior contracts or Agreements between the **State WIC Agency** and IDPH governing the use and transfer of the records and data which are the subject of this Agreement.
- G. **Notice.** Any and all notices, designations, consents, offers, acceptances or any other communication provided for herein shall be given in writing by registered or certified mail, return receipt requested, by receipted hand delivery, by Federal

Express, courier or other similar and reliable carrier which shall be addressed to each party as set forth as follows:

If to the Agency: Iowa Department of Public Health
 Jill Lange
 Lucas State Office Building,
 321 E. 12th Street
 Des Moines, IA 50325
Jill.Lange@IDPH.iowa.gov

If to State WIC Agency:
 Name
 Entity/Institution
 Address
 Address
 City, State, Zip
 Email address

Each such notice shall be deemed to have been provided:

1. At the time it is actually received; or,
2. Within one day in the case of overnight hand delivery, courier or services such as Federal Express with guaranteed next day delivery; or,
3. Within five (5) days after it is deposited the U.S. Mail in the case of registered U.S. Mail.

From time to time, the parties may change the name and address of a party designated to receive notice. Such change of the designated person shall be in writing to the other party and as provided herein.

- H. **Severability.** If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the validity or enforceability of any other part or provision of this Agreement.
- I. **Authorization.** Each party to this Agreement represents and warrants to the other parties that:
 - It has the right, power and authority to enter into and perform its obligations under this Agreement.
 - It has taken all requisite action (corporate, statutory or otherwise) to approve execution, delivery and performance of this Agreement, and this Agreement constitutes a legal, valid and binding obligation upon itself in accordance with its terms.
- J. **Termination.** Either party may terminate this Agreement upon thirty days written notice to the other party. The unauthorized disclosure of confidential information shall be grounds for immediate termination of this Agreement.

- K. Successors in Interest.** All the terms, provisions, and conditions of the Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, assigns and legal representatives.
- L. Security Audits by IDPH.** During the Term of this DSA, the IDPH or its third party designee may, but is not obligated to, (1) perform audits of **State WIC Agency** environment, and (2) perform audits of **State WIC Agency** practices related to safeguarding and handling IDPH’s confidential records and data. Such audit rights shall include inspection and tests related to the receipt, maintenance, and use of IDPH’s confidential records and data including but not limited to performing inspections of **State WIC Agency’s** system and access logs, conducting forensic audits of relevant systems, and interviewing **State WIC Agency’s** personnel. **State WIC Agency** agrees to comply with all reasonable recommendations that result from such inspections, tests, and audits within reasonable timeframes.

VI. Execution

IN WITNESS WHEREOF, in consideration of the mutual covenants set forth above and for other goods and valuable consideration, the receipt, adequacy and legal sufficiency of which are hereby acknowledged, the parties have entered into the above Agreement and have caused their duly authorized representatives to execute this Agreement.

For Recipient (*Signature*)

Date

Iowa Department of Public Health (*Signature*)

Date

Appendix A: Datasets, date range, and variables requested from each dataset.

Dataset: IDPH: Iowa WIC data
State WIC Agency: State WIC Agency data

Geographic Area: IDPH and WIC State Agency: Contiguous border counties

Timeframe: IDPH and State WIC Agency: Semi-annually, for periods January 1-June 30, and July 1-December 31.

Variables: IDPH and State WIC Agency: first and last names, plus middle initial; guardian's name (if applicable); address including street and zip code; date of birth; participant category; sex; certification date; last food benefit issue date; and months of benefits issued.

In accordance with Federal civil rights law and U.S. Department of Agriculture (USDA) civil rights regulations and policies, the USDA, its Agencies, offices, and employees, and institutions participating in or administering USDA programs are prohibited from discriminating based on race, color, national origin, sex, disability, age, or reprisal or retaliation for prior civil rights activity in any program or activity conducted or funded by USDA.

Persons with disabilities who require alternative means of communication for program information (e.g. Braille, large print, audiotape, American Sign Language, etc.), should contact the Agency (State or local) where they applied for benefits. Individuals who are deaf, hard of hearing or have speech disabilities may contact USDA through the Federal Relay Service at (800) 877-8339. Additionally, program information may be made available in languages other than English.

To file a program complaint of discrimination, complete the [USDA Program Discrimination Complaint Form](#), (AD-3027) found online at: http://www.ascr.usda.gov/complaint_filing_cust.html, and at any USDA office, or write a letter addressed to USDA and provide in the letter all of the information requested in the form. To request a copy of the complaint form, call (866) 632-9992. Submit your completed form or letter to USDA by:

- (1) Mail: U.S. Department of Agriculture
Office of the Assistant Secretary for Civil Rights
1400 Independence Avenue, SW
Washington, D.C. 20250-9410;
- (2) Fax: (202) 690-7442; or
- (3) Email: program.intake@usda.gov.

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