

**AGREEMENT FOR DISCLOSURE OF INFORMATION BETWEEN THE SPECIAL SUPPLEMENTAL NUTRITION PROGRAM FOR WOMEN, INFANTS AND CHILDREN (hereinafter WIC) OF THE FLORIDA DEPARTMENT OF HEALTH (hereinafter Department)
AND
HEALTHY START COALITION OF MIAMI-DADE, INC. (hereinafter HSC)**

Recital

Whereas the Healthy Start Coalition (HSC) administers the Healthy Start Program; and,

Whereas the Special Supplemental Nutrition Program for Women, Infants and Children (WIC) is a federally funded program administered by the Florida Department of Health pursuant to Title 7 Code of Federal Regulations (CFR) Part 246; and,

Whereas the information collected by the WIC program regarding its applicants and participants is confidential and subject to limited disclosure as provided in Title 7 CFR Section 246.26; and,

Whereas the Healthy Start program offers community based prenatal and infant health care coordination pursuant to Section 383.216, F.S.; and,

Whereas the Healthy Start program and WIC program (collectively, "the Parties") have mutual clients; and,

Whereas pursuant to Title 7 CFR Section 246.26, WIC applicant or participant information may be disclosed for the purposes of establishing the eligibility of WIC applicants or participants for health and public assistance programs as well as conducting outreach for such programs; and,

Whereas the reciprocal exchange of information between the WIC program and the Healthy Start Program for the aforementioned limited purposes is expected to aid these programs in enhancing the health, education or well-being of WIC applicants or participants participating in these programs and streamlining administrative procedures; and,

Whereas this Agreement outlines the procedures and limitations regarding information exchanged between the Parties.

THE PARTIES AGREE THAT:

- A. The recitals above are incorporated herein and made a part of this Agreement.
- B. The WIC Program will make available and/or provide the following WIC applicant or participant information to the Healthy Start Care Coordination staff upon request:
 1. Demographic information,
 2. Health care provider, and
 3. Appointment date(s).
- C. The HSC will provide the following Healthy Start enrollee information to WIC upon request:
 1. Demographic information,
 2. Estimated date of delivery, if available,
 3. Enrollment date, and
 4. Health care provider.

THE HSC AGREES THAT:

A. Security & Privacy:

1. The information generated under this Agreement will be used only:
 - a. To establish the eligibility of the applicant or client for the health and public assistance program(s) it administers.
 - b. To conduct outreach to the applicants and participants for such programs.
2. The HSC hereby agrees that HSC/Healthy Start and their respective staffs are subject to and shall at all times comply with the Department of Health Information Security and Privacy Policy, DOHP 50-10-10, as updated, in handling all information received pursuant to this Agreement. DOHP 50-10-10 is hereby incorporated by reference.
3. The HSC hereby agrees that HSC/Healthy Start and their respective staffs will maintain all WIC applicant or client information as confidential. It is further agreed that information provided under this Agreement shall not be provided to any other organization unless the disclosure of such information is consistent with the terms and requirements of this Agreement.
4. The HSC hereby agrees to report to the WIC Bureau Chief and the Department's Security Officer any impermissible disclosures of confidential information pursuant to Title 7 CFR 246.26 and/or violation(s) of Department of Health Information Security and Privacy Policy including the measures taken to rectify the problem. Such reports shall be made to the WIC Bureau Chief in writing within 48 hours of any irregularity or impermissible disclosure in sufficient detail to permit appropriate evaluation.
5. If at anytime, the HSC contracts with others for Healthy Start Program services and such contract requires that WIC applicant or client information is to be disclosed to such subcontractor, the HSC hereby agrees that it shall accomplish the following acts prior to any request by the subcontractor for the disclosures of any such information. The HSC hereby agrees to:
 - a. Execute a contract with the subcontractor in which the subcontractor agrees to be subject to, observe and enforce:
 - i. The same Department of Health Information Security and Privacy Policy to which the HSC is subject.
 - ii. WIC confidentiality regulation Title 7 CFR Part 246.26.
 - iii. Reporting of any inappropriate disclosure of confidential information to the designated HSC representative.
 - b. Report to the WIC Bureau Chief and the Department's Security Officer any impermissible disclosures or violation(s) of the Title 7 CFR 246.26 and/or Department of Health Information Security and Privacy Policy by the HSC subcontractor(s) and the measures taken to rectify the problem.
 - c. Review the procedures of all of its subcontractors within five business days of any instance of a violation of this Agreement or any applicable security or confidentiality requirements. Such review shall identify additional procedures necessary to ensure a violation does not occur again. Such procedural requirements shall be memorialized in a contract amendment agreed to and signed by both parties before any subsequent information is disclosed. These changes shall be completed within two weeks of any violation.
6. The HSC and HSC subcontractor(s) shall permit WIC to review any contracts associated with the disclosure of WIC applicant or client information. The HSC and HSC subcontractor(s) shall permit WIC to conduct a review, including onsite review, of the information security and privacy procedures of the HSC and Healthy Start Program.
7. WIC at its election may institute a moratorium on disclosure until any privacy and/or security concerns are addressed to its satisfaction.
8. The information generated under this Agreement will be used solely for the purposes contained herein and shall not be disclosed to third parties.