

Data Use Agreement

Between

Colorado Women, Infants and Children
Special Supplemental Nutrition (WIC) Program

and

Colorado Child Fatality Prevention System

both in the Colorado Department of Public Health and Environment

Purpose

This Data Use Agreement is between Local Agencies contracting with the Colorado Special Supplemental Nutrition Program for Women, Infants and Children (WIC) and the Colorado Child Fatality Prevention System (CFPS), located within the Colorado Department of Public Health and Environment. The Colorado CFPS local child fatality prevention review teams will use WIC participant information for the purposes of: 1) assessing and evaluating the responsiveness of the State's health system to participants' health care needs and health care outcomes and; 2) 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 not otherwise required by State law.

This agreement's effective date is October 1, 2015. Both parties agree to make local agency staff aware of the terms of this agreement. This agreement may be amended upon mutual consent of the program directors of WIC and CFPS.

Colorado WIC Program (Data Owner) Obligations:

- a. Local agency WIC programs may provide the following types of information to persons providing data for the Colorado CFPS:
 - Participant name
 - Participant WIC ID number
 - Participant date of birth
 - Address
 - Parent or endorser's name
 - Primary language spoken
 - Participant ethnic origin
 - Phone number
 - Gender
 - Participant's nutrition risk factors
 - Height/date
 - Weight/date
 - Hematocrit/hemoglobin
 - Medicaid participant number
 - Date of last WIC visit
 - Date of next WIC visit
 - Last WIC benefit date
 - Household gross income
 - Clinic location
 - Participant Care Plan notes
- b. Local agency WIC staff persons obtain the endorser/participant's signature on Colorado WIC's *Rights and Responsibilities* form. This signature indicates acknowledgement that the WIC Program may share information collected at the WIC visit with the Colorado CFPS.



- c. Local Agency WIC staff persons shall provide the WIC participant information in the format requested by Colorado CFPS and mutually agreeable to both parties.

Colorado Child Fatality Prevention System (Data User) Obligations:

- a. Colorado CFPS will use and disclose the WIC participant information only for the purpose specified above.
- b. Colorado CFPS shall limit access to confidential information strictly to those individuals or classes of individuals who shall have access in order to perform the purposes specified above.
- c. When requesting confidential WIC participant information from WIC, Colorado CFPS local child fatality prevention review team staff will indicate the specific data elements requested and the desired format (paper or electronic).
- d. Colorado CFPS agrees to exercise appropriate administrative, technical and physical safeguards to protect the data from any unauthorized use or disclosure not provided for in this Agreement.
- e. Colorado CFPS agrees to report to the Colorado WIC Program any use or disclosure of the confidential information that violates either this Agreement or applicable state or federal regulations within 48 hours following identification of such occurrence.
- f. No confidential WIC participant information shall be publicly released.

Signed by: Lynn Inland Date: 9/15/15

Acting Director, Colorado WIC Program

Signed by: Colleen Kaprielis Date: 9/15/15

Unit Supervisor, Colorado Child Fatality Prevention System