



**Data Use Agreement**

This Data Use Agreement is between the Special Supplemental Nutrition Program for Women, Infants and Children (“WIC”), Boulder County Public Health (“BCPH”), and Boulder County Department of Housing and Human Services (“BCDHHS”). WIC allows data sharing under 7 CFR 246.6(d). BCDHHS will use WIC participant information to conduct outreach, referral, eligibility determination, and streamlining administrative procedures in order to minimize burden on staff and participants.

**Colorado WIC Program and BCPH (Data Owner) Obligations:**

- a. The Data Owner may provide the following types of information to BCDHHS:
  - 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
  - Medicaid participant number
  - Date of last WIC visit
  - Date of next WIC visit
  - Last WIC benefit date
  - Household gross income
  - Clinic location
- b. Colorado WIC Program staffs obtain the endorser/participant’s signature on the *CO WIC Participant Rights and Responsibilities*. This signature indicates permission for the Colorado WIC Program to share information collected at the WIC visit with BCDHHS.
- c. On behalf of Colorado WIC Program, BCPH IT staff shall provide the WIC participant information in the format requested by BCDHHS and mutually agreeable to all parties.

**BCDHHS (Data User) Obligations:**

- a. BCDHHS will use and disclose the WIC participant information only for the purposes specified above.
- b. BCDHHS 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, BCDHHS staff will indicate the specific data elements requested and the desired format (paper or electronic).
- d. BCDHHS 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. In the event that a privacy or security breach occurs, BCDHHS is required to notify the CDPHE Privacy Officer and provide de-identified information as to the date(s), the cause, the actions taken to prevent re-occurrence, and the number of individuals involved.
- f. No confidential WIC participant information shall be publicly released.

**Term and Termination.** This Agreement shall be effective on the date of execution through December 31, 2018, with the intention of reviewing and/or revising the Agreement three (3) months prior to the expiration date. Any party to this Agreement may terminate its involvement at any time after providing thirty (30) days’ advance written notice to the other party.

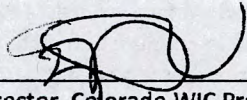
**Amendments.** This Agreement may be amended or updated with the written, signed Agreement of all Parties.

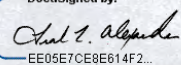
**Confidentiality.** Each party agrees to use the same degree of care to protect the confidentiality of the information it receives from any other party, as it would use to protect its own Confidential Information. However, in no event shall such degree of care be less than reasonable care. All confidentiality guidelines shall be consistent with all local, State, and Federal requirements and mandates (including but not limited to, Title 45 Code of Federal Regulations Parts 160-164 (HIPAA)).





IN WITNESS WHEREOF the parties hereto have executed this Agreement, which shall be effective upon the date first above written.

Signed by:  Date: 5/17/17  
Director, Colorado WIC Program

DocuSigned by:  
 Date: May 25, 2017  
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Signed by: \_\_\_\_\_  
Director, Boulder County Dept of Housing and Human Services

Signed by:  Date: 5/22/17  
Director, Boulder County Public Health