

MEMORANDUM OF AGREEMENT

BETWEEN THE

DEPARTMENT OF HEALTH
Women, Infants and Children (WIC) Services Branch

AND THE

DEPARTMENT OF HUMAN SERVICES
Benefit, Employment, and Support Services Division

I. BACKGROUND

This Memorandum of Agreement (MOA) is entered into between the Women, Infants and Children Services Branch of the Department of Health (DOH/WIC), and the Benefit, Employment, and Support Services Division of the Department of Human Services (DHS/BESSD); each may be referred to as “Party” or collectively as “Parties.”

The Supplemental Nutrition Assistance Program (SNAP) is a federal program funded through the U.S. Department of Agriculture (USDA) and administered by its Food and Nutrition Service (FNS). FNS works with state agencies to ensure eligible individuals and households can make informed decisions about applying for the program and access nutrition assistance benefits. State agencies are responsible for general program administration and ensuring program integrity. State agencies determine the eligibility of individuals and households to receive SNAP benefits, and issue monthly allotments of benefits. DHS is the state agency charged with administration of state and federal assistance programs providing assistance to individuals determined to be eligible for medical and public assistance including SNAP. The Benefit, Employment, and Support Services Division (BESSD) of DHS is designated as the organizational unit responsible for the implementation and direct oversight of the SNAP program that provides eligible low-income adults and children in the State of Hawai'i access to food, nutrition, and financial assistance.

The Special Supplemental Nutrition Program for Women, Infants and Children (WIC) is a federal supplemental food program funded by USDA and administered by its FNS. WIC provides federal grants to states for supplemental foods, health care referrals, and nutrition education for low-income pregnant, breastfeeding, and non-breastfeeding postpartum women, and to infants and children up to age five who are found to be at nutritional risk. DOH is the state agency charged with administration of state and federal programs to care for the health and lives of the people of Hawai'i. WIC Services Branch of DOH is designated as the organizational unit responsible for the implementation and direct oversight of the WIC program which provides eligible Hawai'i residents with nourishing supplemental foods, nutrition education, breastfeeding promotion and health and social service referrals.

In March 2021, DHS was awarded a private grant that was designed to invest in state systems that leverage SNAP and related programs to increase access to nutrition supports for sustained impact in reducing childhood hunger. This grant project aims to improve systems alignment informed by data, expand program reach, identify service gaps, and identify gap groups and communities for targeted outreach efforts to provide efficient and streamlined access to families with children age under five between SNAP and WIC.

II. PURPOSE

This MOA describes duties, responsibilities, and limitations for DOH/WIC to access the DHS/BESSD Eligibility System for the adjunct income eligibility determination purpose. In addition, this MOA memorializes the data sharing partnership between DOH/WIC and DHS/BESSD to provide for a limited sharing of data to enhance the ability of both Parties to perform targeted outreach to families who appear eligible for the WIC and SNAP programs but are enrolled in only one program.

III. LEGAL AUTHORITY

In accordance with 7 CFR 272.1 (c)(1)(i) and (ii), HRS§346-10(a)(1) and (3), HAR §17-601-3(c)(3) and (10) regarding SNAP and WIC client data and 7 CFR §246.26(d)(1)(2) and (h), the disclosure of DHS and DOH client records is authorized to persons directly connected with the administration or enforcement of other Federal assistance programs, such as WIC and SNAP.

IV. DEFINITIONS

“Adjunct Income Eligibility” means certain individuals are adjunctively income eligible for WIC under Section 17(d)(2)(A) of the Child Nutrition Act of 1996 (CNA). The CNA provides that an individual, regardless of income, shall be deemed income eligible for WIC if she/he is eligible to receive Food Stamp Program benefits, Temporary Assistance for Needy Families (TANF), assistance under the Medicaid program (Title XIX of the Social Security Act), or is a member of a family in which a pregnant woman or infant (not a child) receives Medicaid assistance. These individuals must meet all other WIC eligibility criteria, i.e., residency, category, and nutritional risk, to participate in WIC.

“Client” means an individual who is served by the DOH/WIC and DHS/BESSD. It can include a “Applicant,” “Recipient” or “Participant.”

“Confidential Information” means the information required to be kept confidential pursuant to Hawaii Revised Statutes § 346-10 and its implementing rules, including Hawaii Administrative Rules §§ 17-601-2) as well as information protected by all applicable federal laws.

“Disclose” or “disclosure” means the release of Confidential Information of client between the Parties.

“Households” means an individual or a group of individuals who live together and who purchase food and prepare meals together.

V. DUTIES AND RESPONSIBILITIES

A. BESSD ELIGIBILITY SYSTEM ACCESS

For the purpose of determining adjunct income eligibility, the Parties agree to adhere to the duties and responsibilities of each Party as follows:

1. The DOH/WIC shall:
 - a. Provide outreach to inform WIC clients, who are not currently on SNAP, of the potential availability of SNAP benefits.
 - b. Not use or disclose any information obtained from DHS/BESSD except for purposes stated in this MOA.
 - c. Limit access to the BESSD Eligibility System to authorized DOH/WIC staff as approved by DHS/BESSD.
 - d. Ensure and safeguard the security and confidentiality of all data and information obtained from the DHS/BESSD. This will include protecting and ensuring the security of BESSD Eligibility System sign-in information such as, but not limited to, authorized employees:
 - i. Security key;
 - ii. Personal Identification Number;
 - iii. User identification;
 - iv. Password; and
 - v. Other identifiers.
 - e. Ensure authorized DOH/WIC staff annually complete all security agreements such as the Employee Security Agreement, Employee LAN-WAN, and PC Security Access Agreement.
 - f. Comply with all federal laws, executive orders, directives, regulations, policies, standards, and guidelines applicable to the BESSD Eligibility System, including DHS Privacy and Security Policies in the DHS Policies & Procedures Manual Chapter 8.2 as Addendum A, and BESSD's policies and procedures in the BESSD Security Manual as related to security, privacy, disclosure, and use of information. Review the BESSD Security Manual and complete required agreements such as Employee Security Agreement, Employee LAN-WAN, and PC Security Access Agreement found in BESSD Security Manual Section 3 as Addendum B.
 - g. Report the loss of information or breach of data in accordance with applicable federal guidance and DHS Policies & Procedures Manual Chapter 8.2, and BESSD's policies and procedures in the BESSD Security Manual.
2. The DHS/BESSD shall:
 - a. Monitor the implementation of system access in this MOA.
 - b. Work with DHS Office of Information Technology (OIT) to ensure authorized DOH/WIC staff complete all security agreements such as the Employee Security Agreement, Employee LAN-WAN, and PC Security Access Agreement.
 - c. Provide BESSD Eligibility System training and support for authorized DOH/WIC staff.
 - d. Allow authorized DOH/WIC staff access to search in the BESSD Eligibility System to view a SNAP household's case information and benefit status.
 - e. Provide program oversight for this MOA.

B. DATA SHARING

1. For purposes of this MOA, persons or organizations that contract with SNAP or the WIC Program to provide outreach to families who are eligible for the respective WIC and SNAP Programs shall be considered to be directly connected with administration of the WIC Program under 7 CFR 246.26(d)(1)(ii) and directly connected with the administration of the SNAP program under 7 CFR 272.1(c) and, as such, shall not be considered third parties. The release of personally identifiable and/or confidential WIC and SNAP client data to such contractor for such purpose shall not require an applicant or participant to sign a release under 7 CFR 246.26(d)(4).
2. The Parties agree that WIC and SNAP information is confidential and can only be accessed by authorized staff. The Parties also agree that said information cannot be released to third parties without client or parental consent or as authorized by state and federal law and regulation.
3. The Parties agree to use identifiable information about clients only for the purpose of conducting SNAP and WIC targeted outreach, as set forth in this MOA and 7 CFR 246.26(h)(3)(i)(B) and shall not use or disclose the information for any other purpose. As a recipient of confidential DOH/WIC client information, and as required by 7 CFR 272.1(c), DHS/BESSD assures DOH/WIC that it will not use information obtained under this MOA for any other purpose or disclose the information to a third party. As a recipient of confidential WIC client information, and as required by 7 CFR 246.26(h)(3)(ii), DHS/BESSD assures DOH/WIC that it will not use information obtained under this MOA for any other purpose or disclose the information to a third party.
4. The Parties agree to oversee the implementation and operation of the data sharing process. The Parties also agree that DHS/BESSD provides a data file of SNAP households with children up to age five (5) years old or an unborn child. The data file shall include, but is not limited to:
 - a. SNAP case
 - i. Case number
 - ii. First and last name
 - iii. Residence address
 - iv. Mailing address
 - v. Information on the person's primary language
 - b. SNAP Pregnant Woman
 - i. First and last name
 - ii. Date of birth
 - c. SNAP Infant/Child
 - i. First and last name
 - ii. Date of birth

C. COORDINATION OF DATA SHARING ACTIVITIES BETWEEN DOH/WIC AND DHS/BESSD

The Parties shall:

1. Develop mutually acceptable and appropriate data sharing technical procedures including, but not limited to, the receipt, verification, and disclosure of confidential information on clients.
2. Establish appropriate administrative, technical, and physical safeguards to protect the confidentiality of the data and to prevent unauthorized use or access to it. Safeguards shall be based on the DHS Policies and Procedures Manual Chapter 8.1.8 Administrative, Technical and Physical Safeguards (Addendum A) and DOH WIC State Plan, Procedure Manual Number 870, Confidentiality of Participant Information (Addendum D).
3. Meet annually or as necessary to review activities and evaluate the terms under this MOA.
4. Comply with all county, state and federal laws, ordinances, codes, rules and regulations, including relevant provisions regarding privacy and confidentiality of client information.

VI. TERM OF AGREEMENT

This MOA shall be effective upon the date of signatures of both parties and shall remain in effect until otherwise terminated as provided in Part VI.

VII. MODIFICATION AND TERMINATION OF AGREEMENT

- A. This MOA may be supplemented, amended, or modified only by the mutual written agreement of the Parties.
- B. If either Party refuses or fails to perform any of the provisions of this MOA with such diligence as will ensure its completion within ten (10) business days, or any extension thereof, otherwise fails to timely satisfy the MOA provisions, or commits any other substantial breach of this MOA, the non-defaulting Party may notify the defaulting Party in writing of the delay or non-performance. If the breach is not resolved in ten (10) business days or any longer time specified in writing by the non-defaulting Party, the non-defaulting Party may terminate the defaulting party's right to proceed with this MOA or such part of the MOA as to which there has been delay or a failure to properly perform. The defaulting Party shall continue performance of this MOA to the extent it is not terminated.
- C. This MOA may be terminated in whole or in part by either Party through written notice sent to the other party at least ninety (90) days prior to the date of termination that includes a brief statement of the reason for termination.
- D. This MOA sets forth all of the agreements, conditions, understandings, promises, warranties, and representations between the Parties to this MOA. There are no agreements, conditions, understandings, promises, warranties, or representations, oral or written, express or implied, between the Parties other than as set forth or as referred to herein.

- E. This MOA may be amended or modified at any time by mutual written agreement of the Parties. An attachment may be added and updated independent of and without the need to revise this MOA, to the extent that the revision does not materially affect the provisions of the MOA. Revisions to an attachment shall be made in writing and acknowledged by the DHS Director or their designee and the DOH Director or their designee.

VIII. SIGNATURES

IN WITNESS WHEREOF, the Parties have executed this MOA on the dates specified below.

DEPARTMENT OF HEALTH

DEPARTMENT OF HUMAN SERVICES

Director

Director

MAY - 4 2022

May 10, 2022

Date

Date