



**Memorandum of Understanding between the
Missoula City-County Health Department
WIC Program and the Maternal and Child Health Program March 25, 2008**

The Missoula City-County Health Department WIC and MCH programs have the common goal of improving the health and well-being of the clients we serve.

Whereas, the Missoula City-County Health Department as the local agency responsible for administering the Special Supplemental Nutrition Program for Women, Infants and Children (WIC) and the Maternal and Child Health Program (MCH) and is responsible for planning and implementing services through these programs;

Whereas, WIC and MCH require assurances that the local agency administering the grant will participate in the coordination of activities between MCH and WIC;

Whereas, it is in the interest of the clients to share information with other programs to coordinate services in an efficient manner;

Whereas, regulation and policy requires that information that is either obtained or observed by WIC Program staff, is protected under the confidentiality provisions for the Code of Federal Regulations, Title 7, Section 246.26;

Therefore, WIC and MCH programs enter into this agreement to assure quality and accessible care to improve the health status of pregnant women; mothers, infants and children while insuring that information subject to the provisions of 7 CFR 246.26 is protected; all requirements concerning the legal, program and confidentiality of WIC or MCH are met in accordance with 45 CFR Part 74.

The parties agree to:

Share information documented in the WIC family chart, obtained or observed from WIC clients with MCH staff, when the client requests MCH home visiting or education services and with an appropriate valid authorization signed by the client or the client's parent or legal guardian.

The MCH staff shall agree to use the information obtained from the client's WIC file, only in so far as to assist in the ongoing delivery of MCH services as defined in the MCCHD-DPHHS Task Order.

The MCH staff is prohibited from the disclosure of information received pursuant to this Memorandum of Understanding to any third party unless a separate Release of Information is obtained from the client.

MCH will make financial enumeration to WIC to cover the staff time involved in the additional job duties, which go beyond routine client referral to support agencies.

Current documentation of client or guardian permission will be maintained in the WIC client file. MCH staff will request information from a client's file only if in possession of a signed release in hand for the particular client file and information.

A WIC client who 1) requests MCH services and who 2) signs a valid release of information form will be notified that the information in the family's chart may be released to the public health nurse, social worker, registered dietitian or other staff assigned to the client or family.

Indemnification hold Harmless Clause

The parties each agree to assume their own liability for any and all claims of any nature including all costs, expenses and attorney's fees which may in any manner result from or arise out of this agreement.

Amendments

This agreement may be amended at any time. Such amendment shall be effective only when it is in writing, is mutually agreed to, approved by USDA for the Montana WIC Program and is incorporated into the agreement.

Effective Period

This MOU will become effective on the date signed and remain in effect until September 30, 2010. After review by all parties, the MOU may be renewed without change each year for up to ten (10) years from the initial year.

Termination

Any party may withdraw from this agreement by providing the other parties with a written statement of intent to withdraw at least 30 days prior to the date of the intended withdrawal.

Signed by:

Health Services Director

Date

WIC Program Director

Date

MCH Program Director

Date

Email Mary Pittaway at pittawaym@ho.missoula.mt.us