

Chapter Fourteen
Records and Reports

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Overview

Policy

All records pertaining to a specific fiscal year will normally be retained for 5 years and 5 months after the federal fiscal year (FFY) ends September 30th.

The retention period is extended when required by written notice from the USDA Food and Nutrition Service (FNS) or, if any litigation, claim or audit is started before the expiration of the retention period. State and Local Agency records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken.

Example: Allowed destruction dates of WIC records:

- Records for Contract effective October 1, 2020- September 30, 2021 FFY 2021 can be destroyed after 2/28/2027

In This Chapter

This chapter is divided into five (5) sections which describe State and Local Agency reports and records, confidentiality, release of WIC records, and one (1) appendix.

Section A State Agency Records and Reports

Policy

The State Agency will maintain full and complete records concerning Program Operations of the following:

Record	Location
Certification	HANDS
Nutrition Education	HANDS
Civil Rights Complaints & Hearings	Program Integrity Unit
Fair Hearings	Program Integrity Unit
Informal Dispute Resolution Meetings	Program Integrity Unit
Food Delivery System	HANDS
Food Instrument Issuance and Redemption	HANDS
Financial Operations (including all source documents requesting and receiving funds)	ADHS Accounting Office
Records showing how all funds are distributed	ADHS Accounting Office
Records of equipment purchases and inventory	ADHS Accounting Office
A-133 Audit Reports	Office of Auditing and Special Investigations

Note: Access to all records will be provided during normal business hours.

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ADHS Accounting Office Responsibilities

The ADHS Accounting Office will submit:

- Figures relating to the total cumulative WIC Administrative Outlays and Unliquidated Obligations, and the total cumulative advances paid to Local Agencies, to the State Agency office.
- The monthly and annual closeout Financial Status Report (FNS-798)

- The annual closeout Financial Expenditure Report (FNS-798), to the FNS/WRO by the end of January for the federal fiscal year, which ended the previous September 30th

Note: All financial reports will be reviewed and certified for completeness and accuracy by the Accounting Office. The Accounting Office will draw funds on the Letter of Credit utilizing the ASAP system.

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Arizona WIC Program Responsibilities

The WIC Monthly Financial and Program Status Report (FNS-798) will be submitted to FNS/WRO by the 30th of the month to which it pertains.

All program reports will be reviewed and certified for completeness and accuracy by the Nutrition Programs Manager and the WIC Financial Manager.

The Arizona WIC Program Integrity Unit will maintain records of all cases involving WIC participant, **vendor**, and employee fraud and abuse. The Program Integrity Unit will keep a separate case file for each individual participant, **vendor**, employee found to have committed fraud and abuse. A statistical record will also be kept of all such cases.

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Section B Local Agency Records and Reports

Policy

Local Agencies will maintain full and complete records concerning program operations:

Record	Location
Certification	HANDS
Nutrition Education	HANDS
Civil Rights Complaints	Local Agency Records
Records of equipment purchases and inventory	Local Agency Records
Source documents showing receipt of all program funds received and how they were distributed	Local Agency Records
Contractor's Expenditure & Requirements Report	Local Agency Records
Quarterly Cost Summary Report	Local Agency Records

Contractor's Expenditure & Requirements Report

Each Local Agency will submit a Contractor's Expenditure and Report to the ADHS Accounting Office no later than thirty (30) calendar days from the end of the month to which it pertains. Instructions for completing the report are located on the back of the form.

Annual Cost Summary Sheet

The Annual Cost Summary Report (see Chapter Thirteen, Appendix D) is due by September 30 based on information gathered for the previous fiscal year.

Section C Confidentiality & Conflict of Interest

Confidentiality

Confidentiality is the protection of information regarding an applicant or participant.

WIC confidentiality regulations are to:

- Protect individuals from unwanted invasion of their privacy
- Allow clients access to their own records
- Protect the interests of society by permitting disclosure without client consent in limited situations, such as suspected child abuse, medical emergencies, communicable disease control, investigation of program violations and program evaluations

Conflict of Interest Policy

Arizona Department of Health Services and the Local Agencies shall ensure that no conflict of interest exists between any WIC agency personnel and participants and/or food vendor(s) within their respective jurisdiction.

The Local Agency's Conflict of Interest policy must be forwarded to the Arizona WIC Program for approval. When changes are made to the LA Policy, the changes must be forwarded for approval.

WIC Directors shall review their Conflict of Interest policy annually and ensure that all employees know the policy.

All WIC personnel (State and Local Agency) must sign a Conflict of Interest form upon hire and annually thereafter. It is the employee's responsibility to keep the forms updated each time a major change occurs in their personal affairs or official duties for any and all real, perceived, or potential conflicts of interest.

Each LA shall maintain a file of signed and dated Conflict of Interest forms that will be subject to examination at Management Evaluation visits.

WIC employees shall not engage in activities which violate federal or state laws, WIC policies, or which, in any way, diminish the integrity, efficiency, or quality of the WIC Program.

WIC employees shall not misappropriate or alter food benefits (to include eWIC cards).

WIC employees shall not enter false or misleading information into case records.

WIC employees shall not create records for fictitious participants.

WIC employees shall not share their username and passwords for any applications in the WIC Program (i.e., HANDS)

WIC employees shall not perform their official duties in a manner that would result in preferential or discriminatory treatment to any person or vendor.

WIC employees shall not, directly or indirectly, ask for, give, receive, or agree to receive any compensation, gift, reward, or gratuity for performing, omitting, or deferring the performance of any job-related duties.

WIC employees who are related to, reside in the same household with, or are close friends of a participant shall not be involved in providing direct participant services (i.e., Certification, Food Benefit issuance). In addition, WIC employees may not provide services to themselves. All exceptions to this rule, such as situations of clinics staffed by one person, must receive prior approval from the State WIC Director.

WIC employees shall not abuse, misuse, or disclose confidential information in a manner that can result in a direct benefit to the employee or immediate family member or business associate.

WIC employees shall not engage in any activities which create a conflict of interest between the employees' assigned functions and any other interests or obligations or those of immediate family members or business associates. A WIC employee may not supervise another member of the employee's immediate family.

WIC employees shall not access the HANDS automation system or any client files for any non-business related reason(s).

WIC employees shall report to their WIC Director or State WIC office any circumstances they observe of suspected employee fraud and abuse.

NOTE: Failure to comply with the terms of this policy may result in the employee being subject to appropriate disciplinary or corrective action, including deactivation of HANDS user accounts.

NOTE: This policy does not intend to deny any employee opportunities available to all other citizens of the state to acquire private economic or other interests so long as this does not interfere with their WIC duties or disadvantage the WIC Program in any manner. Conflicts of interest are not necessarily unwarranted, unethical or illegal, nor are they always avoidable. Rather, it is the failure to disclose conflicts or potential conflicts to appropriate authorities; to comply with approved conflict of interest policies; to continue to engage in a conflict after disapproval by appropriate authorities; or to further conduct oneself in a manner that unethically hurts, hinders, or disadvantages the WIC Program that must be avoided.

WIC Confidentiality and Conflict of Interest Statement

All personnel working with WIC must sign the WIC Confidentiality and Conflict of Interest Statement upon hire and annually. (See sample form in Appendix A)

Section D

Release of WIC Client Records, Subpoenas, Search Warrants, Other Organizations, Agencies, and Individuals

Policy

WIC information about applicants and participants is deemed confidential. The disclosure of confidential information is restricted.

Release of Records

The State Agency will provide guidance on releasing records for the following situations:

- For the purpose of investigating allegations of child abuse or neglect (A.R.S. 13-3620) but only after consultation with the State Agency (which will consult its legal counsel) and Local Agency legal counsel
- In response to a subpoena but only after consultation with and approval by the State Agency (which will consult its legal counsel) and Local Agency legal counsel
- In response to a search warrant. The search warrant must be complied with but the State Agency (which will consult its legal counsel) and Local Agency legal counsel must be notified immediately
- In response to a release signed by the appropriate individual to sign a client's record release. In the situation of a child custody case the State Agency and the Local Agency legal counsel must be consulted

A.R.S. 13-3620

Duty to report abuse, physical injury, neglect and denied or deprivation of medical or surgical care or nourishment of minors; medical records; exceptions; violations; classification; definitions.

The request for release of information must be in writing, specifying Arizona statute, A.R.S. 13-3620, made by a peace officer or Department of Child Safety (DCS) worker, with valid identification, investigating the minor's neglect or abuse.

WRO Policy Memo 800-E

The Child Abuse Prevention and Treatment Act (42 U.S.C. 5106a) reflects Congress' intent that suspected or known child abuse or neglect be reported. Therefore, it would be inappropriate for WIC regulations pertaining to confidentiality to take precedence over any State law requiring the reporting of suspected child abuse. If State law requires the reporting of known or suspected child abuse or neglect, WIC staff must release such information.

Request Does Not Meet Conditions

If it is determined by the State Agency and its legal counsel that information cannot be released in response to a request or subpoena the State agency will notify the requesting party.

Policy and Procedures

Local Agencies will have policy and procedures regarding the reporting of child abuse and neglect and regarding the releasing of client records. These policies and procedures must include the following State policy and be approved by ADHS WIC before implementation.

Child Abuse Or Neglect

- Known or suspected child abuse or neglect must be reported to DCS, releasing pertinent information regarding the abuse or neglect
- Information reported to DCS, when and to whom the information was given will be reported to the Program Integrity Team via email at AzWICcomplaints@azdhs.gov
- To protect WIC Staff, documentation of the report to DCS shall not be included in the client's file
- Confidentiality of all records concerning reports of child abuse or neglect will be maintained, including the confidentiality of the person making the report if anonymity is requested
- The State agency (which will consult its legal counsel) and Local Agency legal counsel will be consulted prior to providing any information when DCS staff makes a contact requesting information that might substantiate allegations of child abuse. These requests need to be assessed on a case-by-case basis to determine whether client's records can legally be released to DCS
- Local Agency staff shall refer all DCS record request to the Program Integrity Team via email at AzWICcomplaints@azdhs.gov

Client's Request Of Records

- All requests must be in writing with client's signature and the date of the request using the Authorization to Release Information Form and submitted to the Program Integrity Team via email at AzWICcomplaints@azdhs.gov
- A copy of the information requested will be provided, however, the client will be informed if the requested information is unavailable, or denied access, i.e. restricted health care information, report of child abuse, or the person does not have a legal right to access the information
- The Program Integrity Team shall document in the client's file(s) when records are released
- Withdrawal of an authorization for release of information must be in writing with signature and date. The withdrawal must be documented in the client's file by the Program Integrity Team

Subpoena

- The State Agency will notify its legal counsel (which will consult its legal counsel) when served with a subpoena. State Agency legal counsel will notify Local Agency legal counsel (as necessary) of the subpoena and the information released requested.
- The subpoena must be accepted but the State Agency's Legal Counsel (which will consult its legal counsel) and Local Agency legal counsel will decide how the subpoena will be addressed and by whom.
- If a Local Agency receives a subpoena for client records they shall forward the information to the Program Integrity Team via email at AzWICcomplaints@azdhs.gov

Search Warrant

- The State Agency will notify its legal counsel (which will consult its legal counsel) when served with a search warrant. State Agency legal counsel will notify Local Agency legal counsel (as necessary) of the search warrant and the information released requested.
- The search warrant will be reviewed carefully by State Agency Legal Counsel and **only** the specified information requested in the warrant, and no other information, will be provided.
- The individual(s) producing the warrant will be informed of the confidentiality policies concerning WIC information by the State Agency legal counsel.
- A copy of the search warrant will be retained in the client's file and in agency Program Integrity case files as evidence of the reason specific information was released regarding a client.

Note: State and Local Agencies must be aware of the fact that the inappropriate release of WIC information could result in litigation and be subject to adverse action by FNS for failure to follow Federal program regulations, instructions, and policy.

Other Organizations, Agencies, and Individuals

The State Agency will notify its legal counsel of any other requests not listed in this chapter for guidance.

Section E Sharing and Releasing Information

Sharing of Information

The sharing of WIC information with other health and welfare programs is intended to facilitate a WIC client's entry into other healthcare and social services programs that would assist and benefit the individual. Authorized Representatives shall be notified when their information is shared as part of this referral.

Written Agreements

The State Agency currently has an Arizona Department of Health Services (ADHS) Information Sharing Agreement (ISA) (Appendix B) with the following programs: Arizona Early Intervention Program, Car Seat Program, Children with Special Healthcare Needs, Health Start, High Risk Prenatal Program/Newborn Intensive Program, Arizona Immunizations Program, Maternal and Child Healthcare Program and Tobacco Use Prevention.

Local Agencies that choose to establish information sharing agreements with programs not included on the State Agency ISA should contact their Nutrition Consultant for guidance on establishing the document.

Release Forms

An applicant or participant requesting information be sent to a third party or an organization, e.g., a doctor or a health maintenance organization, must sign a release form. (See sample form in Appendix B). The release form shall be submitted to the Program Integrity Team for review and release of information.

See Section D: *Release of WIC Client Records, Subpoenas, Search Warrants, Other Organizations, Agencies, and Individuals* for release of any information.

Appendix A: Authorization to Release Information

See Following Page

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**ARIZONA WIC PROGRAM
AUTHORIZATION TO RELEASE INFORMATION**

I, _____, give permission to release my and/or my child's **health information, application information, and participant information** obtained during my participation in the WIC program. I understand that this information includes financial information, correspondence, and file notes. I understand that without my signature and specific consent, this information cannot be released except in a medical emergency or as authorized by regulations and law. I also understand that **signing the release is a voluntary act and not a condition of eligibility or participation.**

Some health information is further protected. Information on psychiatric disorders/mental health diagnosis and treatment, HIV/AIDS, sexually transmitted diseases, and drug and alcohol diagnosis and treatment will not be released without my specific authorization below.

I give permission to release specifically protected information as indicated by my initials:

_____ Sexually Transmitted Disease Information

_____ HIV/AIDS Information

_____ Drug and Alcohol Diagnosis and Treatment Information

_____ Psychiatric Disorders/Mental Health Diagnosis and Treatment Information

PLEASE RELEASE INFORMATION ABOUT:

_____	Name	_____	Date of Birth
_____	Name	_____	Date of Birth
_____	Name	_____	Date of Birth
_____	Name	_____	Date of Birth

PLEASE RELEASE INFORMATION TO:

Name/Organization

Address

City/State/Zip

Signature

Date

Appendix B: WIC Information Sharing Agreement

See Following Page

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Arizona Department of Health Services Information Sharing Agreement

This Information Sharing Agreement (ISA) is between the Arizona WIC Program and the following programs named:

1. Arizona Early Intervention Program
2. Car Seat Safety Program
3. Children with Special Health Care Need
4. Health Start Program
5. High Risk Prenatal Program/Newborn Intensive Care Program
6. Arizona Immunizations Program
7. Maternal and Child Health Program (County Prenatal Block Grant)
8. Tobacco Use Prevention (Quit Line)

The purpose of the agreement is to share certain confidential information regarding Arizona Special Supplemental Nutrition Program for Women, Infants, and Children (WIC) applicants and participants within the programs named to ensure that the confidentiality of such participant and applicant information is maintained.

This agreement is made in accordance with WIC Program Federal Regulations at 7 C.F.R. § 246.26 (d) and (h) which states that confidential applicant and participant information may be disclosed by a WIC State agency and its local agencies to public organizations for use in the administration of their programs that serve persons eligible for the WIC Program in accordance with paragraph (h) of § 246.26. Paragraph (h) states: “The chief State Health Officer (or, in the case of an Indian State agency, the governing authority) must designate in writing the permitted non-WIC uses of the information and the names of the organizations to which such information may be disclosed.”

The receiving organization may use the confidential applicant and participant information only for:

- Establishing the eligibility of WIC applicants or participants for the programs that the organization administers;
- Conducting outreach to WIC applicants and participants for such programs;
- 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;
- Streamlining administrative procedures in order to minimize burdens on staff, applicants, or participants in either the receiving program or the WIC Program; and
- Assessing and evaluating the responsiveness of a State’s health system to participants’ health care needs and health care outcomes.

In entering into this ISA, the receiving organization is assuring the Arizona WIC Program that it will not use the information for any other purpose or disclose any confidential WIC applicant or participation information to a third party.

The purpose of this ISA is to protect confidentiality as well as to promote the health and well being of mothers, children, and their families by identifying clients who may benefit from public health and nutrition programs and services.

The following programs are included in this ISA and the information to be shared is listed below:

Program	Information to be Shared
1. Arizona Early Intervention Program	Name, Contact information, Date of measure and measurements: Height, Weight, Hemoglobin, growth grids, feeding patterns and reason for referral.
2. Car Seat Safety Program	Name, Contact information, reason for referral.
3. Children with Special Health Care Needs	Name, Contact information, Date of measure and measurements: Height, Weight, Hemoglobin, growth grids, feeding patterns and reason for referral.
4. Health Start Program	Name, Contact information, Date of measure and measurements: Height, Weight, Hemoglobin, Due Date of woman (if applicable), reason for referral.
5. High Risk Prenatal Program/Newborn Intensive Care Program	Name, Contact information, Date of measure and measurements: Height, Weight, Hemoglobin, Due Date of woman (if applicable), reason for referral.
6. Immunization Program	Name, Address, Contact Information, Date of Birth, Immunization Status, and contact information.
7. Maternal and Child Health Program (County Prenatal Block Grant)	Name, Contact information, reason for referral.
8. Tobacco Use Prevention (Quit Line)	Name, Contact information, reason for referral.

All parties involved in this ISA agree to the following:

1. All requests for WIC applicant and participant information shall be in writing and directed to the Local Agency WIC Program Director, and/or State Agency WIC Program Director.
2. The Local Agency WIC Director or State Agency WIC Program Director may only disclose confidential WIC applicant and participation information that is relevant to the receiving organization for the purpose(s) as stated in Federal Regulations at 7 C.F.R. § 246.26 (d) and (h). Confidential WIC applicant and participant information, which is listed above to ensure access to services.
3. All parties involved in this ISA may release non-identifying aggregate data relevant to the agencies' missions in order to facilitate program development. The aggregate data may be released in statistical summary to assist in assessing population health status and need, and to promote and strengthen linkages with other public services and programs. Any data released for this purpose must be discussed with the State agency WIC Director and prior written consent for each release of data must be obtained.
4. All parties in this ISA will collaborate to develop and implement outreach activities to best meet client needs.
5. All parties involved in this ISA will have in place policies and procedures regarding maintaining confidentiality, non-disclosure to third parties, access to records, referrals within 60 calendar days after the final signature on this ISA. These policies should include who will have access to the data, how the data will be secured and stored, and what the consequences will be to the program and/or staff for disallowed release and/or use of data. Violation of the maintenance of confidentiality or failure to have the policies and procedures written as stated will result in the termination of this Agreement.
6. All parties entering this agreement shall make services available to eligible clients and will not discriminate on the basis of race, color, national origin, sex, age, or disability. In addition, all parties will observe all pertinent federal and state statutes and rules, as well as professional standards.
7. This Information Sharing Agreement will be reviewed annually.
8. This Agreement remains in effect until terminated in accordance with this provision, or until such time as state or federal law invalidates the agreement. Any party may terminate this Agreement at any time by providing 30 calendar days written notice to the other party or parties. Termination of this Agreement will occur immediately if the WIC program determines that another program has utilized the shared information for purposes other than those specifically designated within and authorized by this Agreement. Termination of this Agreement will occur immediately if a program fails to maintain the confidentiality of the information in violation of 7 C.F.R. § 246.26 (d) and this Agreement. At the termination of this ISA, all shared information will be immediately surrendered to the WIC Program.

The benefit of this Information Sharing Agreement is to ultimately improve the health and well being of participants and their families participating in the Arizona WIC Program. In entering this agreement, both parties will respect the client's right to privacy and will deliver services that are sensitive to cultural and family values.

Susan Gerard
Director
Arizona Department of Health Services

Date

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