

**AGENCY AGREEMENT
 BETWEEN THE INTER TRIBAL COUNCIL OF ARIZONA, INC.,
 STATE OF ARIZONA, DEPARTMENT OF HEALTH SERVICES, OFFICE OF
 CHRONIC DISEASE PREVENTION AND NUTRITION SERVICES, AND
 NAVAJO NATION**

FOR THE DETECTION AND PREVENTION OF DUAL PARTICIPATION IN THE SPECIAL SUPPLEMENTAL NUTRITION PROGRAM FOR WOMEN, INFANTS AND CHILDREN AND THE COMMODITY SUPPLEMENTAL FOOD PROGRAM

This Agreement (the "Agreement") is by and among Inter Tribal Council of Arizona, Inc. (ITCA), the Arizona Department of Health Services, Office of Chronic Disease Prevention and Nutrition Services (OCDPNS) and the Navajo Nation (NN), collectively ITCA, OCDPNS and NN are called the "Parties," to meet the U.S. Department of Agriculture requirements under 7 CFR Part 246.4 (a)(15) and 7 CFR 247.5 (a)(10) for the prevention and detection of dual participation between State Agencies operating the Special Supplemental Nutrition Program for Women, Infants and Children (WIC) and the Commodity Supplemental Food Program (CSFP).

The Agreement by and among the Parties shall begin on March 1, 2006 and continue until termination. A party may terminate this Agreement only after giving 30 days notice. In consideration of the mutual promises provided herein, the Parties agree to jointly implement the following responsibilities and procedures for the prevention and detection of dual participation.

Procedures for Dual Participation Monitoring

1. ITCA, OCDPNS, and NN, individually, will compile the data detailed below on all active WIC and CSFP participants:

- | | |
|---|----------------------------|
| - Identification Number | - Ethnic Code |
| - Reason for Visit | - Sex |
| - Project Number | - Category |
| - Clinic Number | - Address |
| - First and Last Name | - Certification Date |
| - Date of Birth | - Food Instrument/Vouchers |
| - First and Last Name of
Authorized Representative | - Redeemed Date |

2. ITCA and NN will produce an ASCII Standard file of all active WIC participants according to the OCDPNS guidelines (Attachment 1) on a 3 1/2" high density disk and send it by first-class mail to Program Compliance Auditor, Office of Chronic Disease Prevention and Nutrition Services, 150 N. 18th Avenue, Suite 310, Phoenix, Arizona 85007, or by successful electronic media transmission (Internet) according to the following schedule:

Draft Issue Month

DISK/FILE Production Month

October
April

November 30
May 30

3. The OCDPNS will produce a file of all active WIC and CSFP participants according to the same schedule as ITCA and NN.
4. The OCDPNS will produce and distribute a dual participation report within 20 Calendar days from the DISK/FILE Production Month date (see paragraph 2 above) for ITCA, OCDPNS and NN which lists the names of possible dual participants (WIC and WIC, WIC and CSFP) based upon the agreed selection criteria.
5. The Parties will review the report within ten (10) working days to determine and verify with local agency personnel whether dual participation has occurred. If no dual participation is detected, the Report will be signed and dated by the reviewer(s) of each agency, and maintained on file by the Parties.
6. If dual participation is suspected, the Parties will verify it through written contact with the local agencies involved.
7. If dual participation has occurred, the ITCA, OCDPNS and NN Directors or their designees will decide within ten (10) working days of the written contact which local agency will take follow-up action.
8. The follow-up action taken will depend upon the following:
 - a. If deliberate misrepresentation is not found, one agency will continue to provide either WIC or CSFP benefits, and the other agency(s) will immediately disqualify the participant.
 - b. If deliberate misrepresentation is discovered, the client will be terminated from all programs as specified in 7 CFR 246.7 (k)(1)(iii) and appropriate action will be initiated according to the State Plan of the agency designated to take follow-up action.

MISCELLANEOUS PROVISIONS

1. It is agreed that all data and records shared or exchanged between the Parties:
 - 1) will be considered proprietary or the property of the submitting organization,
 - 2) shall be deemed a “record” or a “system of records” as defined by the Federal Privacy Act, 5 U.S.C. 552a., (the Privacy Act) and shall be subject to the provisions of the Privacy Act and
 - 3) shall be used by the parties only for the detection of dual participation and for no other purpose (including use as “statistical record” or “routine use” as defined by the Federal Privacy Act), unless prior written approval is secured from the parties involved. The Parties agree not to disclose in any manner or form any data or records shared or exchanged between the Parties to any individual and/or entity not a party to the Agreement, unless prior written approval is secured from the Parties.
2. The Parties to the Agreement will bear their own costs in administering the Agreement. The Agreement is contingent upon availability of funds. The Parties shall not be liable to each other for any costs, directly or indirectly incurred under the Agreement due to lack of funds.
3. In order for OCDPNS to comply with A.R.S. 35-214, the Parties agree that all of the Parties shall have access, during reasonable business hours, to inspect and audit the parties’ books and records relating to this contract.
4. All of the Parties are on notice of and aware of A.R.S. 38-511
5. As applicable, the Parties shall comply with Title VII of the Civil Rights Act of 1964 as amended, the Age Discrimination in Employment Act of 1975 and the Federal Executive Order 11246, State Executive Order No. 99-4 and A.R.S. § 41-1461 et.seq., which statutes and regulations mandate that all persons, regardless of race, color, religion, sex, age, national origin or political affiliation, shall have equal access to employment opportunities.

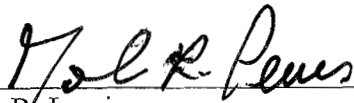
As applicable, the Parties shall comply with Section 503 of the Rehabilitation Act of 1973 as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap.

As applicable, the Parties shall comply with Title VI of the Civil Rights Act of 1964, as amended, which prohibits the denial of benefits or participation in Contract services on the basis of race, color, national origin.

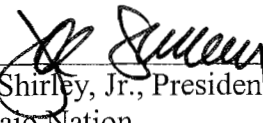
As applicable, the Parties shall comply with the Americans With Disabilities Act of 1990 (Public Law 101-336) and the Arizona Disability Act of 1992 (A.R.S. § 41-1492 et seq.), which prohibits discrimination on the basis of physical or mental disabilities in delivering contract services or in the employment or advancement in employment of qualified persons.

6. No conditions or requirements contained in or made a part of this Agreement shall be waived or modified without an approved, written amendment to the Agreement. Amendments shall be effective only if in writing and signed by the Parties.
7. Each party (as “indemnitor”) agrees to indemnify, defend, and hold harmless the other parties (as “indemnitees”) from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney fees) (hereinafter collectively referred to as ‘claims’) arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers.
8. The parties to this Agreement agree to resolve all disputes arising out of or relating to this contract through arbitration.

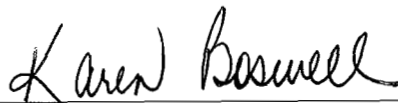
The parties reserve the right to terminate this Agreement, effective thirty (30) days after mailing written notice of termination, by certified mail, return receipt requested, to the other participating parties of the Agreement at the addresses listed below:



John R. Lewis
Executive Director
Inter Tribal Council of Arizona, Inc.
WIC Program
2214 N. Central Avenue, Suite 100
Phoenix, Arizona 85004



Joe Shirley, Jr., President
Navajo Nation
Navajo Nation WIC Program
P.O. Drawer 1390
Window Rock, Arizona 86515



Karen Boswell, CPM
Procurement Administrator
Arizona Department of Health Services
1740 West Adams Street
Phoenix, Arizona 85007

ATTACHMENT 1

Dual Participation Extract Structure

Data Item	Item Description	Begin	End	Width	Corresponding Field	Comments
1	Identification Number	1	11	11	ID Number	***
2	State Code	12	13	2	Two digit code For Agency	= NM, CA, NV, UT, IT, NN, AZ
3	Local Agency	14	16	3	Local Agency	Leading 0
4	Clinic	17	18	2	Clinic	Leading Zeroes
5	Issue Site	19	20	2	Issue Site	***
6	Last Name	21	40	20	Name, Last	First 20 Char
7	First Name	41	54	14	Name, First	First 14 Char
8	Date of Birth	55	62	8	Birth Date	***MMDDYYYY
9	Ethnic Code	63	63	1	Ethnic Origin	First Digit
10	Sex	64	64	1	Sex	***
11	Category	65	65	1	Category	PG,PP,BF=W, C=C, I=I
12	Blanks	66	66	1	***	***
13	Address	67	91	25	Address	First 25 Char
14	Certification Date	92	99	8	Cert Date	***MMDDYYYY
15	Cashed Date	100	107	8	Date Cashed	***MMDDYYYY