

**MEMORANDUM OF AGREEMENT  
BETWEEN THE  
INTER TRIBAL COUNCIL OF ARIZONA, INC.  
AND  
<TRIBE NAME>  
FOR THE  
SPECIAL SUPPLEMENTAL NUTRITION PROGRAM  
FOR WOMEN, INFANTS AND CHILDREN**

October 1, 2012 through September 30, 2015

THIS MEMORANDUM OF AGREEMENT (Agreement), is made and entered into by THE INTER TRIBAL COUNCIL OF ARIZONA, INC. (ITCA) and <TRIBE NAME> (Tribe). In consideration of the mutual promises and representations set forth in this Agreement, ITCA and the Tribe agree as follows:

WHEREAS, Funding for Special Supplemental Nutrition Program for Women, Infants and Children (WIC Program) is authorized by Congress through Section 17 of the Child Nutrition Act of 1966 (42 U.S.C. § 1786, *et seq.*), as amended, and funds for such programs to state agencies are made available through the United States Department of Agriculture's (USDA) Food and Nutrition Service (FNS); and

WHEREAS, The Secretary of Agriculture is authorized to make grants to "State Agencies" for the purpose of administering a WIC Program; and

WHEREAS, The definition of the law, under 7 CFR Part 246.2, for state agency includes "an Indian tribe, band or group recognized by the Department of the Interior; an intertribal council or group which is the authorized representative of Indian tribes, bands or groups recognized by the Department of the Interior and which has an ongoing relationship with such tribes, bands or groups for other purposes and has contracted with them to administer the programs," and

WHEREAS, ITCA as a State Agency, and in accordance with 7 CFR Part 246.6(a), is required to enter into a signed written agreement with each local agency that sets forth the local agency's responsibilities for program operations as prescribed in 7 CFR Part 246.6(b).

NOW THEREFORE, the Parties to this Agreement mutually agree upon the following:

**I. RESPONSIBILITIES OF THE TRIBE**

**A. Services Overview**

1. The Tribe agrees to administer a WIC Program within the project area identified and approved in the application packet, as shown in Attachment A to this Agreement (hereinafter "Tribal WIC Program"). The Tribal WIC Program shall be administered in accordance with the requirements of section 17 of the Child Nutrition Act of 1966, (42 U.S.C. § 1786 *et seq.*), 7 CFR Part

246, the ITCA WIC Program Policy and Procedure Manual and all other applicable provisions of law and any revisions thereto that may occur during the contract period, which are hereby expressly adopted by reference as if fully set forth in this Agreement.

2. The Tribal WIC Program shall be conducted in accordance with the fiscal and operational requirements contained in the ITCA WIC Program Policy and Procedure Manual, which may be revised during this grant period. This document is available on the ITCA website at [www.itcaonline.com/wic](http://www.itcaonline.com/wic). The Tribe shall be responsible to download and review the ITCA WIC Program Policy and Procedure Manual for ITCA and to comply with all requirements set forth therein.
3. All services shall be documented using the Shared Tribal Automated Reporting System (STARS) and other applicable forms or software programs provided by ITCA. The Tribal WIC Program shall maintain the required files and have such files available for review, audit, and evaluation, including but not limited to files showing all criteria used for certification. These files shall include but are not limited to, information on the area served, income standards used, and specific criteria used to determine nutritional risk.

**B. Service Location and Hours**

1. The Tribe must secure adequate clinic and other space within the Tribe's service area as defined in the Tribe's written application to ITCA (WIC Clinic) as shown in Attachment A to this Agreement.
2. The Tribal WIC Program may not provide service to applicants living outside of the service area defined in Tribe's written application to ITCA, in order to ensure the Tribe serves primarily Indian populations.
3. The WIC Clinic shall be maintained in good repair and shall be safe, clean and tidy.
4. The WIC Clinic shall be secured when the WIC Clinic is closed.
5. The WIC Clinic shall be constructed and/or arranged so that confidentiality of client information is protected.
6. The Tribal WIC Program shall provide services during normal business hours as well as during extended hours to accommodate working families.

**C. Designated Persons with Primary Responsibility**

1. The Tribe shall designate a Primary Contact who is responsible for the day-to-day operations of the Tribal WIC Program, and is the principle liaison to ITCA during the term of this Agreement. The Primary Contact shall be identified in the Contact List set forth in Attachment B to this Agreement. The Primary Contact is accountable for ensuring that the Tribal WIC Program

complies with all fiscal, administrative and operational requirements as outlined in this Agreement, 7 CFR Part 246 and applicable law. Among other duties, the Primary Contact shall have the capabilities and responsibility to perform the certification procedures required by law.

2. The Tribe shall ensure the Primary Contact is qualified to manage the WIC operations and to ensure work under this agreement is performed by the Tribal WIC Program as required under the law.
3. The Tribe shall also designate a Fiscal Contact who is responsible for financial reporting and audits and continued compliance with 7 CFR 246.6(b)(1) and applicable law. The Fiscal Contact shall also be identified in the Contact List set forth in Attachment B to this Agreement. This person shall be ITCA's primary contact for the financial aspects of this Agreement including financial reports/invoices, payments, audits, supporting documentation of expenditures and other finance related information. The Fiscal Contact shall ensure that the Tribe and its Tribal WIC Program maintains complete, accurate, documented and current accounts of WIC Program funds received and expended. The Fiscal Contact shall also work with the Primary Contact and other Tribal staff to ensure that the financial and accounting requirements required by applicable law and this Agreement are met.
4. The Tribe shall also designate an Administrative Contact who directly supervises the Primary Contact. The Administrative Contact shall also be identified in the Contact List set forth in Attachment B to this Agreement. ITCA shall communicate with the Administrative Contact regarding monitoring visit results, follow-up on corrective action plans, and in cases where the Tribal WIC Program is not performing or a timely response is not received from the Primary Contact.
5. The Tribe shall immediately provide ITCA with written notice if there is a change in Primary, Fiscal or Administrative Contact.

**D. Caseload Assignment**

1. The Tribal WIC Program shall serve the assigned caseload identified through the WIC local agency award letter.
2. Caseload is used to calculate base-grant funding. If the authorized caseload is increased or decreased after the execution of this Agreement, the Tribe will receive a revised WIC local agency award letter specifying the new caseload and the adjusted funding level. An amendment to this Agreement shall not be required for adjustments in caseload or funding.
3. If the Tribe does not meet the caseload performance standards as outlined in the ITCA WIC Program Policy and Procedure Manual, the caseload will be reduced to reflect the caseload being served in the most recent six month

period. Funding will be decreased accordingly.

**E. Information Systems Technical Support Services and Communications**

1. The Tribe shall provide its Tribal WIC Program and WIC Clinic with a broadband Internet connection or connections as necessary to allow access to the WIC Clinic computers for communications with the ITCA central office server described herein using the STARS.
2. The Tribe shall provide information systems support services to the Tribal WIC Program and WIC staff for assistance with general computer and network services as needed.
3. The Tribe shall allow the ITCA WIC Information Systems Staff remote access to the Tribal WIC Program's WIC Clinic computers in order to complete application updates and correct software issues.
4. ITCA Information Systems Staff shall also have administrative rights to WIC Clinic computers.

**F. Staffing Requirements**

1. The Tribe shall maintain an appropriate staffing pattern for its Tribal WIC Program sufficient to provide services to clients while maintaining a positive customer service environment. In all cases, the Tribe shall ensure that its Tribal WIC Program, at minimum, meets the position requirements set forth in the ITCA WIC Program Policy and Procedure Manual and that it maintains written job descriptions outlining the responsibilities of each position as required by the ITCA WIC Program Policy and Procedure Manual.
2. The Tribe shall ensure that the Tribal WIC Program staff is trained, coached, and evaluated at the local agency level; that they attend all training required by ITCA; and that they are competent to provide services as described in the ITCA WIC Program Policy and Procedure Manual.
3. The Tribe shall ensure that the Tribal WIC Program has a Registered Dietitian to provide direct services to high-risk clients; oversee the development, implementation, and evaluation of the nutrition services plan; ensure quality assurance of nutrition-related education services, including breast feeding promotion and support; oversee nutrition assessment; and support other activities related to nutrition.
4. The Tribe shall also designate a Breastfeeding Lead and at least one Certified Professional Authority or Community Nutrition Worker (CPA/CNW) for its Tribal WIC Program in order to carry out the duties and responsibilities of those positions as designated in the ITCA WIC Program Policy and Procedure Manual.

**G. Health Services Outreach and Certification in Hospitals**

1. The Tribe shall make available appropriate health services to participants

in the Tribal WIC Program and shall inform applicants of the health services that are available. The Tribe shall also have a plan for continued efforts to make health services available to participants at the WIC Clinic or through written agreements with health care providers when health services are provided through referral.

2. If the Tribe is operating the Tribal WIC Program within a hospital and/or if the Tribe has a cooperative agreement with a hospital they shall advise potentially eligible individuals that receive inpatient or outpatient prenatal, maternity, or postpartum services or that accompany a child under that age of five who receives well-child services, of the availability of WIC Program services.

#### **H. Staff Training**

1. The Tribe shall require Tribal WIC Program staff providing WIC services, including those paid from other funding sources unrelated to this Agreement, to attend mandatory training required by ITCA, USDA or FNS.
2. The Tribe shall ensure that the Tribal WIC Program staff complete continuing education requirements for nutrition and breastfeeding as outlined in the ITCA WIC Program Policy and Procedure Manual.
3. The Tribe will provide travel advances and reimbursement to Tribal WIC Program staff for attendance at statewide staff trainings, required Central Arizona College Dietetic Education Program Courses or other approved college-level nutrition or breastfeeding courses, Directors' Meetings and other trainings/meetings that have been deemed mandatory by ITCA for staff using the funds designated in the annual grant award for travel.

#### **I. Vendor Management**

1. The Tribal WIC Program shall complete routine on-site monitoring reviews and follow-up reviews of vendors, not to exceed ten per fiscal year, when notified or as required by ITCA by the completion date specified in the notification.
2. Staff completing vendor site reviews must be trained by the ITCA Vendor Coordinator prior to completing vendor site reviews.
3. The Tribal WIC Program shall document complaints from clients regarding vendors in STARS.

#### **J. Fraud and Abuse**

The Tribe shall take reasonable steps to prevent fraud and abuse by vendors, clients, and employees of its Tribal WIC Program and shall report any fraud and abuse or suspected fraud or abuse to ITCA immediately.

**K. Emergencies**

The Tribe shall notify ITCA within twenty-four (24) hours if an emergency or incident occurs that prevents the Tribal WIC Program from providing services.

**L. Confidentiality**

1. The Tribe shall ensure that all program files and client information received or maintained by the Tribal WIC Program are treated according to federal WIC regulations regarding confidentiality and the ITCA WIC Program Policy and Procedure Manual.
2. The Tribe shall require any party receiving WIC Program information under this Agreement to first enter into a Memorandum of Agreement between the Tribe and any other agency, entity or program with which the Tribe shares WIC Program information, including client information, in order to ensure continued compliance with federal laws and regulations and the ITCA WIC Program Policy and Procedure Manual.

**M. Non-Discrimination**

The Tribe must comply with applicable non-discrimination requirements of the USDA, FNS as per FNS Instruction 113-1 and 7 CFR Part 246.6(10), and shall not discriminate against person on the grounds of race, color, national origin, age, sex or disability; and shall compile data, maintain records and submit reports as required to permit effective enforcement of the applicable non-discrimination laws.

**N. Nutrition and Breastfeeding Goals**

1. The Tribal WIC Program shall annually establish nutrition and breastfeeding goals and objectives in conformance with the ITCA WIC Program Policy and Procedure Manual and applicable law. The goals and objectives must be prepared in consultation with a Registered Dietitian and shall be submitted annually for approval by ITCA with the application.
2. The Tribe shall, at least annually, evaluate their Tribal WIC Program status and progress and describe its achievements in meeting its goals and objectives in the Annual Progress Report as outlined in the ITCA WIC Program Policy and Procedure Manual.

**O. Public Notification**

The Tribal WIC Program shall inform the public of the services provided under this Agreement, including a description of WIC benefits, the eligibility criteria, the locations and the contact information at least one time per year.

**P. Check and Equipment Security and Inventory**

1. The Tribal WIC Program shall store and secure checks and complete monthly inventory of checks as outlined in the ITCA WIC Program Policy and Procedure Manual.

2. The Tribal WIC Program shall track breast pump issuance through the STARS and will complete monthly inventory of all breastpumps.

**Q. Insurance Requirement**

The Tribe is required to maintain adequate insurance to replace or repair any item identified as WIC equipment that has been broken, lost, stolen, or damaged beyond repair.

**R. Commercial General Liability Insurance and Commercial Automobile Liability Insurance**

1. The Tribe shall take out and maintain during the life of this contract such Commercial General Liability Insurance and Commercial Automobile Liability Insurance as shall protect the Tribe and any contractor performing work covered by this contract from claims for damages for bodily injury, including death, as well as from claims for property damage, which may arise from operations under this Agreement, whether such operation is by the contractor, subcontractor or by anyone directly or indirectly employed by either of them, and the amounts of such insurance shall not be less than limits prescribed by applicable law and policy.
2. The Commercial General Liability Insurance shall be written on an occurrence basis, and provide Premises/Operations, Products/Completed Operations, Independent Contractors, Personal Injury and Contractual Liability coverage. The policy shall include the ITCA, and others as required by the contract documents, as an Additional Insured. This policy shall be primary, and any insurance or self-insurance carried by the ITCA shall be considered excess and non-contributory. The Commercial Automobile Liability Insurance shall be written to cover all owned, non-owned and hired vehicles used in the administration of the WIC program.

**S. Evidence of Coverage**

Upon request, the Tribe will furnish ITCA with a certificate of insurance coverage complying with the above requirements. These certificates shall include the name of the company, policy numbers, and effective dates, as well as dates of expiration and amounts and types of coverage afforded.

**T. Automobile Registration**

The Tribe is responsible for maintaining current registration on all automobiles purchased for use by the Tribal WIC Program and for all associated costs. The USDA is the legal owner of all automobiles purchased for use by the Tribal WIC program and the Tribe is the registered owner.

**U. Independent Research**

1. The Tribe shall notify ITCA in writing prior to conducting research or collaborating with an outside party, including a university or research institution to conduct independent research using WIC data.
2. The sharing of WIC Program data with an outside party shall be in compliance



with ITCA and federal confidentiality requirements. In no event shall the Tribe or the Tribal WIC Program use or share client or vendor information if the information personally identifies the client or vendor. It is the responsibility of the Tribe to ensure that all WIC Program data that is shared with any other outside party is redacted to eliminate any individual, client or vendor identifying information.

3. Any proposed publication or public report authored by Tribe or its Tribal WIC Program separately or in collaboration with an outside party that includes or relies upon WIC program data, whether in whole or in part, shall first be submitted to the ITCA for review by the ITCA Executive Director at least thirty (30) days prior to publication. In the event the ITCA Executive Director provides written comments to the Tribe regarding the potential publication or public report, the Tribe and the ITCA Executive Director shall promptly meet and confer in a good faith effort to resolve any concerns raised by the ITCA Executive director about the publication or public report in advance of any publication.

**V. Eligibility Determination**

1. The Tribe shall determine eligibility for Tribal WIC Program services as set forth in the WIC Regulations and ITCA WIC Program Policy and Procedure Manual using STARS.
2. A nutrition assessment of all applicants shall be made by the Tribal WIC Program prior to an applicant's enrollment in the WIC program in accordance with WIC Regulations and the ITCA WIC Program Policy and Procedure Manual, and all applicable nutritional risks will be assigned.
3. The Tribal WIC Program shall target and serve primarily Indian populations.

**W. Referral Services**

The Tribal WIC Program shall provide WIC program applicants and clients with information on other health-related and public assistance programs, and when appropriate, shall refer applicants and participants to such programs, including Medicaid.

**X. Issuance of Food Benefits**

The Tribe shall provide food benefits to Tribal WIC Program clients using STARS on check stock provided and shall instruct clients to use the food delivery system provided by ITCA and approved by FNS.

**Y. Nutrition and Breastfeeding Counseling**

1. The Tribal WIC Program shall provide nutrition education to adult clients/caregivers and/or age-appropriate education to child clients at least quarterly during the certification period.
2. The Tribal WIC Program shall schedule and provide a Fit WIC class

following the requirements in the ITCA Fit WIC Curriculum, to child clients at least one time per month and shall purchase food and other required items as part of the food demonstration nutrition education component of this activity. Funds will be provided in the budget for this purpose.

3. The Tribal WIC Program shall promote breastfeeding and provide breastfeeding education and support, including issuance of breastpumps as outlined in the ITCA WIC Program Policy and Procedure Manual.
4. The Tribal WIC Program must document the issuance of all breastpumps in STARS.

**Z. Drug and Harmful Substance Abuse Education**

The Tribal WIC Program shall provide drug and other harmful substance abuse information to all pregnant woman, postpartum, and breastfeeding woman and to parents or caretakers of infants and children participating in the Tribal WIC Program.

**AA. Reporting**

The Tribe shall maintain complete, accurate, and current records of program administration as required in the ITCA WIC Program Policy and Procedure Manual, 7 CFR Part 246 and applicable law. The following reports and records as well as other program information and reports requested by ITCA during the Agreement period must be submitted by the due date:

1. The WIC Quarterly Program Status Report must be submitted by the 20<sup>th</sup> day of the month for the previous three month period in the months of January, April, July and October; and
2. The Annual Progress Report must be submitted by December 31<sup>st</sup> for the fiscal year ending the previous September 30<sup>th</sup>.
3. The Tribe shall complete a time study each fiscal year according to the requirements in the ITCA WIC Program Policy and Procedure Manual. Each time study shall cover a minimum of one week each month or one full month per quarter of the fiscal year. The time study must accurately document time spent on the four Federal WIC cost categories: 1) general administration, 2) client services, 3) nutrition education, and 4) breastfeeding.

**BB. Self-Evaluation**

The Tribe shall complete a program self-assessment biennially in the year that ITCA does not complete a comprehensive monitoring review of the program as described in the ITCA WIC Program Policy and Procedure Manual. The summary of the self-assessment shall be submitted to ITCA prior to the ITCA annual visit as requested and documentation of the self-assessment shall be maintained on file for review.

**CC. Monitoring, Audits, Records and Budget**

1. The Tribe shall allow ITCA, USDA or any duly authorized representative, to have access to, examine or audit any pertinent books, documents, papers and records related to this Agreement and to allow interviews of any employees who might reasonably have information related to such records.
2. The Tribe shall maintain complete, accurate, documented and current accounting of all program funds received and expended by federal fiscal year for a period of three years and five months after the expiration date of this Agreement and shall provide this information to ITCA upon request.
3. The Tribe shall maintain for review and audit adequate documentation of all expenses claimed pursuant to this Agreement to permit a determination of expense allowability and shall supply this information to ITCA upon request.
4. The Tribe shall comply with 2 CFR Part 115, or 45 CFR Part 92.
5. The Tribe shall comply with OMB Circular A-133 as indicated by the type of organization and must submit a copy of the most recent independent audit report annually by the due date.
6. The Tribe must submit a budget to ITCA for approval. Only funds expended for approved budget line items will be paid by ITCA. The Tribe may shift the amount of budgeted line items up to 10% of the total budget without approval by ITCA so long as the total budget does not increase or decrease. A budget modification approval must be requested if line item shifts total more than 10% of the total budget.

**DD. Compliance with Other Federal Requirements**

1. The Tribe shall comply with all fiscal and operational requirements pursuant to 7 CFR Part 3016 and FNS guidelines and instructions.
2. The Tribe certifies that it is in compliance with the debarment and suspension requirements of 7 CFR Part 3017 and has not been debarred or suspended. The Tribe further agrees that ITCA will be notified promptly if the agency is debarred or suspended in the future.
3. If applicable, the Tribe shall comply with the lobbying restrictions of 7 CFR Part 3018.
4. The Tribe shall prohibit smoking in the space used to carry out the WIC services.
5. The Tribe certifies that it is a drug free workplace.
6. The Tribe shall comply with all federal codes and regulations regarding the

WIC Program, including but not limited to 42 U.S.C. § 1786 *et seq.* and 7 CFR Part 246, and those relevant obligations of law found in the attached Warranties and Guarantees.

## **II. INVOICES AND PAYMENTS**

### **A. Invoicing and Payments**

1. The Monthly Expenditure Report and Invoice shall be submitted for payment no more than 30 days following the close of each month. Reports are to be submitted to:

Inter Tribal Council of Arizona, Inc.  
WIC Program  
Attn: WIC Director  
2214 N. Central Ave.  
Phoenix, AZ 85004

2. The Final WIC Annual Expenditure Report and Time Study must be completed and sent to ITCA by November 30<sup>th</sup> for the previous fiscal year as per requirements in the ITCA WIC Program Policy and Procedure Manual. There shall be no further payment obligations under this Agreement once the expenditures on this report have been paid.
3. ITCA may, at its discretion, choose not to honor any delinquent Final WIC Annual Expenditure Report submitted after the deadline.
4. Expenditure Reports received and accepted and/or submitted for payment by ITCA shall not be deemed evidence of allowable costs under the Agreement.
5. If the allowability or appropriateness of an expense cannot be determined by ITCA because invoice detail, fiscal records or backup documentation is nonexistent or inadequate according to generally accepted accounting principles or practices, all questionable costs may be disallowed and payment may be withheld by ITCA. Upon receipt of adequate documentation supporting a disallowed or questionable expense, reimbursement may resume for the amount substantiated and deemed allowable.
6. Receipts for travel must be maintained to support the claimed expenditures within the appropriate fiscal year.
7. Costs and/or expenses deemed unallowable are subject to recovery by ITCA and/or USDA.
8. The Tribe may request up to one twelfth of the annual grant award in advance. The request must be made in writing to the ITCA WIC Director. The amount of the advance will be reconciled at the end of the fiscal year.
9. The local agency must request written permission to purchase computer equipment or for capital expenditures or subcontracts in excess of \$5,000. Computers that will be purchased to operate the STARS must meet the specifications outlined by ITCA.
10. Subject to the foregoing, ITCA shall reimburse the Tribe, upon receipt and approval of the Monthly Expenditure Report, for actual allowable expenditures incurred in accordance with the authorized budgets. Reimbursement shall be made within 30 days of receipt of the Monthly Expenditure Report.

**B. Budget Contingency Clause**

1. It is mutually agreed that if funds are not appropriated for any budget year by Congress and allocated to ITCA for this program, this Agreement shall be of no further force and effect. In this event, ITCA shall have no liability to pay any funds whatsoever to the Tribe or to furnish any other considerations under this Agreement and the Tribe shall not be obligated to perform any provisions of this Agreement.
2. If funding for any fiscal year is reduced or deleted for purposes of this program, ITCA shall have the option to either cancel this Agreement with no liability occurring to ITCA, or reduce the maximum payable.
3. If ITCA cancels the Agreement and/or reduces the authorized funding amount, the Tribe shall not submit an invoice for, and ITCA shall not reimburse allowable costs in excess of, the adjusted authorized budget amount.

**C. Recovery of Overpayments**

The Tribe agrees that claims based upon a contractual agreement or an audit finding, and/or an audit finding that is appealed and upheld, will be recovered by ITCA and/or USDA by one of the following options:

- i. The Tribe's remittance to ITCA or USDA of the full amount of the exception within thirty days following ITCA's request for payment.
- ii. A repayment schedule agreed on by ITCA and the Tribe.
- iii. ITCA may offset the amount by reducing any outstanding payment to the Tribe by that amount.

ITCA will select the option to be employed and will notify the Tribe, in writing, of the claim procedure to be utilized.

**D. Payment Denial and Withholding**

If ITCA determines that the Tribe has failed to perform the program requirements of this Agreement as outlined in this Agreement or in the ITCA WIC Program Policy and Procedure Manual, has failed to make progress toward satisfactory performance, or meets one or more of the criteria below, payment may be denied or withheld, in whole or part:

- i. The Tribe has not submitted a complete approved application and/or budget for the fiscal year.
- ii. The Tribe has not submitted an approved Indirect Cost Agreement for the current fiscal year from the cognizant agency and Indirect Costs are included in the budget and requested for reimbursement.

- iii. The Tribe has not submitted a program or financial corrective action plan approved by ITCA.
- iv. The Tribe has not implemented the approved corrective action plan.
- v. Significant and/or repeated programmatic or financial findings are identified during a review(s).

**E. Hiring Freeze Exemptions**

The Tribe shall support the full use of federal funds and agrees that any of the following limitations adopted by the Tribe or its agents shall not apply to this Agreement:

- 1. Any hiring freeze adopted during the term of this Agreement shall not be applied to the positions funded in whole by this Agreement.
- 2. Any policy including employee furloughs, which may adversely affect performance or the positions funded in whole by this Agreement.
- 3. Any travel freeze or travel limitation policy adopted during the term of this Agreement shall not restrict travel funded in whole by this Agreement.
- 4. Any purchasing freeze or purchase limitation policy adopted during the term of this Agreement shall not restrict or limit purchases funded in whole by this Agreement.

**III. DATA CONFIDENTIALITY**

Except as provided in Subsection III (A)-(B), below, ITCA shall not share any WIC data received from the Tribe under this Agreement other than to fulfill USDA WIC reporting or study requirements or to meet any applicable obligation imposed by law, regulation or USDA policy.

A. **Aggregate WIC Data.** ITCA may share WIC data that has been aggregated by Tribe local agency or clinic so long as it is devoid of any individual, client or vendor identifying information (“aggregate WIC data”) with the following:

- 1. The Tribe’s Primary Contact identified by the Tribe in Attachment B to this Agreement; or
- 2. An outside agency, entity or person, as long as ITCA concludes that the sharing of aggregate WIC data is necessary to improve or enhance WIC Program Services.

B. **Specific WIC Data and Information.** ITCA may share WIC data or information specific to the tribe, local agency or clinic (“specific WIC data”) with an outside third party so long as one of the following conditions has been met:

- 1. ITCA receives the prior written consent of the Tribe, as evidenced by a Tribal

Resolution, Tribal Council meeting minutes or another written document demonstrating the Tribe's approval of ITCA's proposal for specific WIC data sharing; or

2. ITCA concludes that the sharing of specific WIC data is necessary to improve or enhance WIC Program services. However, in no event shall ITCA share any specific WIC data under this Subsection III(B)(2), without first (a) providing advanced written notice to the Tribe; and (b) entering into a written confidentiality agreement with the third party which shall, at the minimum, require the third party to:
  - i. Take all necessary actions to secure as confidential any specific WIC data received and to protect such data from secondary dissemination or disclosure to any outside individual, party, institution or group. Other than the ITCA WIC Program.
  - ii. Treat all specific WIC data received from ITCA as proprietary to ITCA, regardless of its location or the source of the information and to use the specific WIC data and any results or conclusions drawn therefrom solely as provided by the ITCA.
  - iii. Immediately return any specific WIC data received, and any results or conclusions drawn therefrom to ITCA and to destroy any digital copies or electronic images or records of the specific WIC data or any results drawn therefrom in the possession of the third party at the conclusion of the third party's work for or relationship with ITCA.
3. Written approval of the authorized authority Tribal Official on Tribal letterhead is required for ITCA to share aggregate WIC data by Tribe, local agency or clinic with any person, program or entity other than the Primary Contact.

**IV. CONTRACT PERIOD AND TERMINATION**

- A. This Agreement shall be effective October 1, 2012 or the date signed, whichever is later and shall expire on September 30, 2015, if not terminated sooner by either party.
- B. Either Party may terminate this Agreement, with or without cause, upon providing the other Party with prior written thirty (30) day notice thereof.

**V. AMENDMENTS**

This Agreement may be amended by mutual agreement of both Parties by completing and signing a written amendment.

IN WITNESS WHEREOF, THE PARTIES HEREBY SUBSCRIBE THEIR NAMES:

Authorized Tribal Official

Executive Director  
ITCA

\_\_\_\_\_  
(SIGNATURE)

\_\_\_\_\_  
(SIGNATURE)

Inter Tribal Council of Arizona, Inc.

WIC Agreement



\_\_\_\_\_  
(DATE)

\_\_\_\_\_  
(DATE)