

Interagency Data Sharing and Customer Transfer Agreement
between
Participating Agencies
and
West Virginia Office of Economic Opportunity

This Data Sharing and Customer Transfer Agreement outlines the customer data sharing and transfer policy of the West Virginia Office of Economic Opportunity (OEO) and participating agencies, including but not limited to: West Virginia Community Action Agencies and West Virginia Community Action Partnership, Inc. (WVCAP). This policy outlines the provisions under which customer data is transferred by request to participants in the network.

All Participating Agencies collect and store information about customers who access the services provided by those agencies. DBA FACS Pro is a computerized record keeping system that captures information about clients and is administered by the OEO. In addition to creating unduplicated customer data to provide/improve services and develop aggregate information that will assist in developing policies to end poverty, the system allows participating agencies to share information electronically about customers and their service needs in order to better coordinate services. Non-identifiable customer data may also be used for research and training purposes.

Individually identifiable customer information is considered “protected information.” We are required to protect the privacy of a customer’s protected information, and to notify our customers about how, when and why we may use or disclose any information they choose to give us in verbal, written, print or electronic form.

By establishing this agreement, the participating agencies agree to the following:

1. Collect and share information through DBA FACS Pro by obtaining a signed Customer Consent Agreement at the time of intake. Customers have the right to request information about any entity that received their data from any Participating Agency.
2. Share and transfer information through DBA FACS Pro only with Participating Agencies. The OEO will provide a copy of the executed agreement to each Participating Agency and a copy will

be available on the OEO website at <http://www.oeo.wv.gov>. Agencies are responsible for implementing any programmatic restrictions as required by their funding sources to restrict data collection and sharing.

3. Exclude any information that would identify the customer when providing information to any entity outside this agreement (i.e. state and federal reports or public awareness).
4. Secure a separate Data Sharing Agreement with referral/service provider partners that the agency shares verbal, written, print or electronic customer data.
5. Release specific identifiable customer information to a third party service provider only with additional customer consent.
6. Sale of protected customer information to any entity is prohibited.
7. Automatically process and accept Customer Transfer Requests through the Automatic Customer Transfer feature in DBA FACS Pro. Note: A Customer Transfer history is documented with a date and time stamp as well as the users that requested and accepted the transfer.
8. To notify all participating agencies within one business day of any breach, use, or disclosure of protected customer information covered by this agreement.
9. Provide written proof and specific requirements of any governing regulation or grant assurances requiring nondisclosure of customer information. By receiving, sorting, processing or otherwise dealing with any customer protected information, Participating Agencies are bound by state and federal regulations governing confidentiality of records, including, but not limited to, the Federal Law of Confidentiality for Alcohol and Drug Abuse Patients, (42 CFR, Part 2) and the Health Insurance Portability and Accountability Act of 1996 ('HIPAA', 45 CFR, Parts 160 and 164), and cannot use or disclose the information except as permitted by this agreement or by law.
10. Agree to resist, through judicial proceedings, any judicial or quasi-judicial effort to obtain access to protected information pertaining to customers, unless expressly provided for in state and/or federal regulations.
11. Notify all Participating Agencies at least thirty days before terminating participation in this agreement.

This agreement is effective immediately upon signature by Executive Director or representative having signature authority until written notification of termination or a change in the agreement occurs.

PARTICIPATING AGENCIES

Central West Virginia Community Action Association, Inc.

CHANGE, Inc.

Coalfield Community Action Partnership, Inc.

Community Action of South Eastern West Virginia

Community Resources, Inc.

Eastern West Virginia Community Action Agency, Inc.

EnAct, WV

Mountain CAP of West Virginia, Inc.

MountainHeart Community Services, Inc.

Nicholas Community Action Partnership, Inc.

North Central West Virginia Community Action Association, Inc.

PRIDE Community Services

Raleigh County Community Action Association, Inc.

Southwestern Community Action Council, Inc.

Telamon Corporation, Inc.

The Council of the Southern Mountains, Inc.

West Virginia Community Action Partnership

West Virginia Office of Economic Opportunity

Signature Authorization

Of the
Interagency Data Sharing and Customer Transfer Agreement
Between
Participating Agencies
And
West Virginia Office of Economic Opportunity

The Office of Economic Opportunity and the Participating Agency listed below agree to all terms associated with the attached Agreement. This Agreement is effective immediately upon signature by Executive Director or representative having signature authority until written notification of termination or a change in the Agreement occurs

Participating Agency

Signature

Title

Printed Name

Date

The Office of Economic Opportunity

Signature

Title

Printed Name

Date