



STATE OF WEST VIRGINIA
DATA USE AGREEMENT AGREEMENT
CORRESPONDING TO THE
INTERAGENCY INFORMATION SHARING AGREEMENT
BETWEEN
WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN
RESOURCES
BUREAU FOR CHILDREN AND FAMILIES
And
OFFICE OF MANAGEMENT INFORMATION SERVICES-
RAPIDS and FACTS INFORMATION SYSTEMS
And
WEST VIRGINIA DEPARTMENT OF EDUCATION

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1. PURPOSE

The purpose of this Data Use Agreement (DUA) is to establish the conditions, safeguards, and procedures for the ongoing disclosure of selected confidential data between West Virginia Department of Health and Human Resources (WVDHHR); Bureau for Children and Families; Office of Management Information Services-Recipient Automated Payment and Information Data System (RAPIDS) and Families and Children Tracking System (FACTS) (herein collectively referred to as "WVDHHR"); and West Virginia Department of Education (WVDE).

This DUA will permit an electronic file of Supplemental Nutrition Assistance Program (SNAP) recipients, WV WORKS recipients, Title XIX Medicaid recipients and foster children recipients in WVDHHR custody who do not receive SNAP benefits to be shared with the WVDE. The data is sent to the WVDE by RAPIDS, and the foster children by FACTS.

WVDE and WVDHHR currently have in place such an agreement (titled "Interagency Information Sharing Agreement" (MOU) dated March 2017 and signed by the Chief Administrative Officer at each agency, and attached hereto), that agreement will remain in effect; this data use agreement will serve as a supplement to the MOU to define the specific data elements needed to achieve the goals and purposes of the existing MOU.

The data received by WVDE will be matched to WVDE enrolled student file. The result will:

- (a) directly certify students for the Federal free or reduced school lunch program;
- (b) conduct direct verification activities (through a direct certification match list);
- (c) conduct Foster Care achievement and growth studies;
- (d) inform funding decisions and arrangements for special education students placed in out-of-State environments; and
- (e) comply with Federal reporting requirements.

2. STATUTORY SUPPORT FOR DATA BEING PROVIDED

The Every Student Succeeds Act, also called ESSA (20 U.S.C. § 6301 et seq.) requires that education agencies report data for subgroups based on student homeless status, status as a child in foster care, and status as a student with a parent who is a member of the Armed Forces of the United States on active duty (see, e.g., Title I, Part A, Subpart 1, Section 1111(h)(1)(C) of the ESSA statute).

Both Federal and State law provides for the provision of breakfast and lunch at no or low cost to public school students who are economically disadvantaged.¹ The child nutrition program in West Virginia designates students as eligible for free or reduced-price meals if they are determined to be of low socioeconomic status based on information provided in applications, on (1) their participation in another State-sponsored program that provides economic and/or nutrition assistance, or (2) their status as children in the custody of WVDHHR through foster care.

The Individuals with Disabilities Education Improvement Act of 2004 (IDEA), (Public Law 108-446), requires that interagency agreements or other mechanisms for interagency coordination be implemented between non-educational public service agencies, such as WVDHHR, and State education agencies to assure the U.S. Department of Education free appropriate public education is being provided to eligible school-aged students with disabilities, to define financial responsibilities of each relevant State agency for providing those services, and for resolving interagency disputes regarding those responsibilities.

To comply with Federal and State law, WVDE and WVDHHR must collaborate with each other to securely and systematically collect accurate student information, as outlined below for the reasons stated above and secure it within the West Virginia Education Information System (WVEIS). Below are the data sets needed in order to meet the legal requirements of the parties.

3. DATA REQUIREMENTS

Matching Data

This data set includes information sufficient to match WV DHHR and WVDE records for students and ensure that the appropriate student's information is updated within the WVEIS.

- Student Name (first, middle, last)
- Date of Birth (mm/dd/yyyy)
- Social Security Number (if available)
- Medicaid ID (if available)
- Gender
- Address (all lines, city, State, and Zip code)

¹ The primary Federal code relating to the free and reduced-price meal programs in public schools are the Child Nutrition and WIC Reauthorization Act of 2004 (Public Law 108-265) and the Healthy, Hunger-Free Kids act of 2010 (Public Law 111-296). Other Federal and State laws, including the Social Security Act and W. Va. Code §§ 9-2-5 (providing for the administration of welfare programs) and §9-9-20 (confidentiality, fines and penalties of the WV Works Act) provide additional foundations for assistance programs.

- Guardian Names (first and last for all known guardians)
- Current Grade Level (if known/available in WV DHHR files)
- Current County (if known/available in WV DHHR files)
- Current School Name (if known/available in WV DHHR files)

Client Demographics

WVDE requires the information for report submission annually to the United States Department of Education (USDoE) and the United States Department of Agriculture (USDA). WVDE has an obligation to share the information through non-identified, outcome and aggregate data with the USDA for the school nutrition program and the US DoE for curriculum, advancement and achievement data. Data is also used internal to WVDE for programmatic, outcome and fiscal use.

- Client Racial Demographics (Client race, Client Hispanic or Latino);
- FACTS Client confidentiality flag;
- Disability Status (Client diagnosed with disability);
- Homeless Status (This Client is Homeless checkbox);
- Active Duty Military Parent/ Guardian (Child Legal Dependent US Armed Services Question, Relationship to Client, Branch, Military Discharge Status).

Removal Incidents and Placements Data

WVDE requires information about any removal incidents (i.e., instances when a child is removed from the care of their family or parents/guardians) and out-of-home placements involving a student to determine the dates during which a child was receiving relevant services.

- Date of Removal (Date on which a student was removed from his/her home environment)
- Location of Removal (County and/or home address in which the removal incident occurred)
- In-State or Out-of-State Indicator (Out-of-State placements will trigger retrieval of the Assigned Education Transition Specialist)
- Removal Type (The type of removal of a student from a caretaker's home [e.g., court order, voluntary placement or relinquishment, protective custody, Statewards Indicator])
- Placement Entry Date (Date on which a student was placed into foster care or another out-of-home environment)
- Placement Type (The type of placement through which a child receives services)
- Placement Setting/Location (The location or setting of a student's foster care placement, to include at a minimum, the name of the county in which the placement is made)
- Placement End/Exit Date (The date on which a placement ends, or the student exits foster care placement)

- Placement Exit Reason (The reason a student exits a foster care placement)
- Removal End-Date/Discharge Date (The date on which the removal episode ends and/or on which the student is discharged from foster care)
- Type of Discharge (The type of discharge from foster care [permanent or temporary])
- Discharge Reason (The reason for the student's discharge from foster care)

Information to Facilitate Appropriate Communication

Other information will be necessary to ensure that schools and districts are able to communicate and coordinate with the appropriate parties with respect to a student's education and education records while the student is placed in foster care.

- Termination of Parental Rights Information (Indicators of whether any parental rights have been terminated; information must include which parent's or parents' rights have been terminated, the date(s) on which the termination was put into effect, and any exceptions [e.g., retention of educational rights])
- Restrictions on Contact (Information about whether there are any restrictions in place that limit contact between students and their parents or other family members)
- Foster/Caretaker Family Information (Name and contact information for foster parents or caretakers who should be the primary point of contact while the student is in care)
- Case Worker Information (Name and contact information for the student's case worker through WV DHHR who will serve as a liaison and resource for school staff when necessary)
- Custody Status (Indicator of the custody status for the student and the names of the person(s) with legal custody of the student)
- Multi-Disciplinary Team (MDT) Notifications (Date, time, location, judicial circuit, and other information relevant to any MDT meetings that will occur to develop plans for student-focused services and support)

4. DURATION OF THIS DATA USE AGREEMENT

This DUA is effective upon signing by both parties and shall continue in effect for as long as the corresponding MOU is in effect.

However, if changes in either State or Federal law or regulations occur which render any part of this DUA's performance illegal, or void, that part of the DUA will terminate immediately.

In the event of an emergency that affects the ongoing operations of any party to the extent that compliance with the terms of this DUA become impossible, the affected party will notify in writing the other parties that partial or full performance under this agreement is temporarily suspended, but that services will resume as soon as possible.

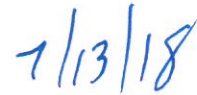
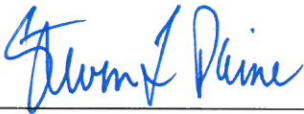
This DUA may be modified by either party at any time by written agreement of both parties.

This DUA constitutes the entire agreement between the parties. No amendment or other modification changing the DUA shall have any force or effect unless it is in writing and duly executed by the parties. Any modification will be incorporated as a written amendment to the DUA.

SIGNATURES

IN WITNESS HERETO, the parties have executed this agreement by their authorized officials.

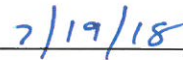
FOR WEST VIRGINIA DEPARTMENT OF EDUCATION



Steven L. Paine, Ed.D.,
State Superintendent of Schools
West Virginia Department of Education

Date

**FOR WEST VIRGINIA DEPARTMENT OF HEALTH AND HUMAN RESOURCES,
BUREAU FOR CHILDREN AND FAMILIES**



Bill J. Crouch,
Cabinet Secretary
Department of Health and Human Resource

Date