

**DATA SHARING AGREEMENT**  
**Between the**  
**West Virginia Bureau for Public Health WIC Program**  
**And**  
**Ohio Department of Health WIC Program**

This Data Sharing Agreement (hereafter referred to as **Agreement**) is entered into by and between the **West Virginia Bureau for Public Health WIC Program** (hereafter referred to as **WVBPH**), and the **Ohio Department of Health WIC Program** (hereafter referred to as **ODH**). In consideration of the mutual understandings and covenants set forth herein, the parties agree as follows:

**I. PURPOSE**

WVBPH and ODH enter into this Agreement for the purpose of detecting and preventing dual participation between participants of the WIC program as required by 7 CFR 246.7(l)(1)-(4).

**II. TERM**

This Agreement shall become effective October 1, 2022, and shall remain in effect through September 30, 2027.

**III. CONDITIONS**

A. On a semi-annual basis, the WVBPH will compare its list of program participants in a mutually agreed upon electronic format. The data exchanged will be for the contiguous service areas located across borders. If dual participation is suspected, the state or local agency will take appropriate follow-up action within 120 days of detecting instances of suspected dual participation.

B. Miscellaneous

Notwithstanding the foregoing agreed upon uses of data, the parties may not disclose or further distribute such data unless permitted by law.

**IV. DATA FLOW**

WVBPH and ODH agree to:

A. ODH posting its electronic file for WVBPH comparison on a semi-annual basis for the months of June and December by the tenth (10<sup>th</sup>) working day of the next month; i.e., July 10th and January 10th. The ODH data will be provided on the ODH secure website for download by WVBPH, and will be in an XML schema format.

B. Provide that the file contains, for active participants only, participant ID, the first name, middle initial (if available), last name, sex, date of birth, ethnicity, race, street address, city, state, zip code, certification date, date of last issuance, and agency clinic number.

C. Provide that the data is only for those counties in West Virginia contiguous to the following ODH counties: Jefferson, Belmont, Monroe, Washington, Athens, Meigs, Gallia, and Lawrence.

- D. Use the data participation reports, upon receipt, to match and contact local WIC agencies if dual participation is suspected.
- E. Take the following actions, per the WIC program regulations, if dual participation has occurred:
  - a. Termination from one (1) program immediately. The continuing WIC program shall be chosen based upon the participant's state of residence.
  - b. In cases of intentional misrepresentation resulting in dual participation, 7 CFR 246.12(u)(2) and 246.23(c)(1) will be followed.

**V. CONFIDENTIALITY**

The parties agree that data shared pursuant to this Agreement is confidential pursuant to 7 CFR 246.26(d). The parties further agree to restrict the use and disclosure of confidential applicant and participant information to persons directly connected with the administration of enforcement of the WIC program whom the parties determine have a need to know the information for WIC program purposes as provided in 7 CFR 246.26(d)(1)(ii).

The parties shall not disclose, release, or otherwise grant access to the data covered by this Agreement to any third party for any purpose unless permitted by law.

**VI. COMPLIANCE WITH LAWS**

Both parties agree to comply with all applicable Federal, State, and local laws, regulations or ordinances, and all provisions required thereby to be included herein are incorporated by reference.

**VII. AMENDMENTS**

No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties hereto. No oral understanding or agreement not incorporated herein shall be binding on any of the parties hereto.

**VIII. TERMINATION**

WVBPH or ODH may terminate this Agreement at any time for any reason, including failure to comply with any condition of this Agreement, upon thirty (30) days advance written notice. The written notice will state the reason for termination.

**IX. RENEWAL OPTION**

This Agreement may be renewed under the same terms and conditions, subject to the approval of the WVBPH Director Office of Nutrition Services/WIC Program and Ohio WIC Program Administrator. The term of the renewed contract may not be longer than the term of the original contract.

**X. NOTICE TO PARTIES**

Whenever any notice, statement, or other requirement is required under this Agreement, it shall be sent to the following addresses, unless otherwise specifically advised:

Notices to WVBPH shall be sent to:

Heidi E. Staats, Director  
West Virginia WIC Program  
Bureau for Public Health  
Office of Nutrition Services  
350 Capitol Street, Room 515  
Charleston, WV 25301-3717

Notices to ODH shall be sent to:

Corey J. Shepherd, Director  
Ohio WIC Program  
Ohio Department of Health  
246 N. High Street – 4th Floor  
Columbus, Ohio 43215

**XI. SIGNATURES**

Upon execution by both parties, this Agreement supersedes any and all agreements between the parties with respect to the use of data files and preempts and overrides any instructions, directions, agreements, or other understandings between the parties with respect to the data files specified herein.

The parties having read and understanding the foregoing terms of this Agreement do by their respective signatures dated below hereby agree to the terms thereof:

**Ohio WIC Program:**

Bruce Vanderhoff, MD, MBA by AMD  
Bruce Vanderhoff, MD, MBA  
Director of Health  
Ohio Department of Health

DATE: 09/20/2023

**West Virginia WIC Program:**

  
Matthew Q. Christiansen, MD, MPH  
State Health Officer and Commissioner,  
Bureau for Public Health

DATE: 9/15/2023