**Multi-way Data Sharing Agreement (DSA) Shell**

([Primary Entity]) ([Benefit Program]) -

([Secondary Entity 2]) ([Benefit Program]) - ([Third Party Entity])

***NOTE:*** *This tool is a data sharing agreement (DSA) shell that is meant to help you understand the common components of a DSA involving multi-way data sharing between benefit agencies and a third party. In this shell, the Primary Agency is receiving the Secondary Agency’s program data to conduct a data match, and then sharing the results of that data with the Third Party Entity. For example, if Medicaid is sharing its participant data with SNAP for the purposes of SNAP outreach and a texting vendor receives the data for outreach, SNAP is the Primary Agency, Medicaid is the Secondary Agency, and the texting vendor is the Third Party Entity.*

*The downloadable version of this shell, available* [here](https://bdtrust.org/bolstering-benefits-access-introducing-benefits-data-trust%E2%80%99s-new-data-sharing-playbook/)*, can be customized using information specific to your outreach project.* ***Throughout the document, there are plain-language explanations and directions in red text to guide you through the various sections of the DSA, which you can delete once you are finished.****Adapting this document will require collaboration with key stakeholders, especially your legal, data, privacy, and security teams. Because your circumstances may differ from this example, your team may need to further customize your DSA.*

**Article I: Business Justification and Scope of Services**

**Primary Agency**

|  |  |
| --- | --- |
| Entity*:* | [Agency and/or Division receiving data. Identified as ***Primary Entity*** in remainder of template] |
| Agency Data Steward: | [Name of primary person responsible for agency data] |
| Steward’s Title: | [Data steward’s title] |
| Address: | [Data steward’s work address] |
| Phone Number: | [Data steward’s work phone number] |
| Email: | [Data steward’s work email] |
| **Secondary Agency** |  |
| Entity: | [Agency and/or Division with custody of program data that is the basis of outreach. Identified as ***Secondary Entity*** in remainder of template] |
| Secondary Agency Data Steward: | [Name of primary person who will be responsible for the data] |
| Steward’s Title: | [Data Steward’s title] |
| Address: | [Data Steward’s work address] |
| Phone Number: | [Data Steward’s work phone number] |
| Email: | [Data Steward’s work email] |
|  |  |
| **Recipient Entity**: | [Third party such as contractor(s) and/or other entities involved in the project that will need access to the data, such as vendors of outreach applications, independent evaluators, etc. Identified as ***Third Party Entity*** in remainder of template] |
| Authorized Recipient: | [Name of person with third party entity who will be responsible for shared data] |
| Title: | [Authorized recipient’s title] |
| Address: | [Authorized recipient’s work address] |
| Phone Number: | [Authorized recipient’s work phone number] |
| Email: | [Authorized recipient’s work email] |

***Tip:*** *For easy reference in completing the rest of this template, list out the Entities here:*

*Primary Entity: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*Secondary Entity: \_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*Third Party Entity: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

**Business Justification:**

*[****If applicable:*** *[Primary Entity] adheres to the principle of least privilege, meaning that recipients of data and information should receive no more information than is absolutely required in order to complete an assigned project, job, task, or responsibility.]*

The purpose of this DSA is to create an agreement between [Primary Entity], [Secondary Entity], and [Third Party Entity] to provide outreach to families who are receiving [Secondary Entity Benefit(s)] and who are likely eligible for but not enrolled in [Primary Entity Benefit(s)] in order to increase utilization of program services.

[Third Party Entity] will perform outreach activities to those households identified as not participating, but which are eligible to participate, in [Primary Entity Benefit(s)]. ***Tip:*** *This language establishes that outreach will be conducted through a third party for Primary Entity Benefit(s) outreach. This may or may not be applicable to your initiative.*

To this end, the Agreement provides conditions and safeguards for a limited exchange of Personally Identifiable Information (PII) between the parties while protecting the confidentiality of [Primary Entity Benefit(s) and Secondary Entity Benefit(s)] members, applicants, and participants, consistent with requirements of federal and state law.

[Specific legal analysis of applicable data sharing and confidentiality law.] *For more on the legal analysis related to sharing particular program data, see “Section 3: The Building Blocks of Data Sharing” of* Data Sharing to Build Effective and Efficient Benefits Systems.

**Scope of Services:**

***Tip:*** *It may be helpful to specify in the data sharing agreement or an accompanying document how the data share will be initiated. Are there processes for requesting data reports from agency systems? If yes, what are they?*

[Primary Entity] agrees to:

* Utilize the data provided by [Secondary Entity] only for the purpose outlined in the business justification (above).
* Match the data provided by [Secondary Entity] against current databases of [Primary Entity Benefit(s)] participants to identify those individuals who are enrolled in these services but not in [Primary Entity Benefit(s)], as outlined in **Article III, Section 1.**

***Tip:*** *This model DSA assumes the Primary Entity will conduct the match, but in some cases it may instead be the Secondary Entity. Therefore, this section may or may not need to be adjusted for your initiative.*

* De-duplicate the lists generated during matching, add phone numbers and system-generated household IDs, and apply “likely to be eligible for [Primary Entity Benefit(s)]” business rules to the resulting dataset.
* Transmit the resulting de-identified dataset of households and phone numbers to [Third Party Entity], as outlined in **Article III, Section 2**.
* Transmit an identifiable dataset containing individuals, phone numbers, and addresses to [Secondary Entity] as outlined in **Article III, Section 3**.
* [Add other terms and conditions to articulate and facilitate data sharing].

[Secondary Entity] agrees to:

* Provide an estimate of the time required to fulfill the request within five business days of this agreement being finalized.
* Provide the identifiable data outlined in **Article III, Section 1** to [Primary Entity].
* Use datasets received from [Primary Entity] and [Third Party Entity] to analyze the effectiveness of [Third Party Entity’s] outreach program.
* [Add other terms and conditions to articulate and facilitate data sharing.]

***Tip:*** *What additional information or process changes would enable easier, more effective data sharing?*

[Third Party Entity] agrees to:

* Not identify, or attempt to identify, any de-identified data received from [Primary Entity] or [Secondary Entity] during this project.
* Utilize the received data only for the outreach program as outlined in supporting material (see Appendix A).
* Deliver results to [Primary Entity] and [Secondary Entity] as outlined in **Article III, Section 4**.
* [Add additional terms and conditions to articulate and facilitate data sharing.]

**Article II: Term Agreement**

The terms and conditions contained herein shall be binding once this Agreement is signed by all parties.

1. [Secondary Entity] does not guarantee the completeness or accuracy of provided data.
2. This agreement shall continue to be in force until all parties agree to its termination under the provisions in **Article V**.
3. Institutional Review Board (IRB) authorization [is/is not] required. If IRB authorization **is** required, data will not be transferred to [Primary Entity] until and unless such authorization is obtained. Information on the [Primary Entity] IRB can be found at: [website link or other location].
4. Upon termination of this agreement, [Primary Entity] must destroy, delete, or otherwise permanently remove all copies of the data transferred by [Secondary Entity], whether in electronic or physical format. This includes copies in raw form to which additional data have been added, but does not include aggregated output, final analyses, or any reports, charts, graphs, etc. resulting from the analyzed data. [Primary Entity] must provide written proof of destruction to [Secondary Entity] within [specified time period] of termination.
5. Upon termination of this agreement, [Third Party Entity] must destroy, delete, or otherwise permanently remove all copies of the data transferred by [Primary Entity], whether in electronic or physical format. This includes copies in raw form to which additional data have been added, but does not include aggregated output, final analyses, or any reports, charts, graphs, etc., resulting from the analyzed data. [Third Party Entity] must provide written proof of destruction to [Primary Entity] within [specified time period] of termination.
6. This agreement shall be reviewed annually and as required to satisfy changing requirements.
7. There is no cost associated with this agreement.

**Article III: Data Specification**

**Section 1:** [Secondary Entity] will supply the following data to [Primary Entity]:

***Tip:*** *The purpose of this section is to allow the Primary Entity to match its data against the Secondary Entity’s data to create a Primary Entity Benefit outreach list.*

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| --- | --- |
| **Frequency:**  ***Tip:*** *How often will data be shared?* | [Describe how often (and how many times) data will be exchanged, e.g., quarterly, four times] |
| **Method of Transfer:**  ***Tip:*** *How will data be shared securely?* | [Describe how data will be exchanged between entities, e.g., SFTP] |
| **File Format:**  ***Tip:*** *Where are the data housed and in what format?* | [Describe the format in which data will be exchanged, e.g., CSV] |
| **Date Range:**  ***Tip:*** *What date range will the data cover?* | [Describe any time-based filters to apply to the data, if applicable, e.g., data added in the previous quarter] |
| **Other Filters:** | [Describe any additional filters to be applied to the data, e.g., children under 5] |

|  |  |  |
| --- | --- | --- |
| **Element – Short Name** | **Element – Long Name** | **Format** |
| ***Tip:*** *Which data elements will be shared? For ideas on data needed to conduct the data match, send outreach, and evaluate the project, see “Selecting Data Fields” on page 39 of* Data Sharing to Build Effective and Efficient Benefits Systems*. You can also make this into a Technical Specification Document that is appended to the DSA.* | | |
| EXAMPLE: BIRTH\_DATE | Participant’s Date of Birth | Char(8) MMDDYYYY |
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**Section 2:** [Primary Entity] will supply the following data to [Third Party Entity]:

***Tip:*** *The purpose of this section is to set up the data transfer from the Primary Entity to the Third Party Entity. This is predicated on the Primary Entity being the one to do the data match between program rolls and share data with a third party. Therefore, this section may need to be adjusted or removed depending on the arrangement for your initiative.*

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| --- | --- | --- | --- |
| **Frequency:** | [Describe how often (and how many times) data will be exchanged, e.g., quarterly, four times] | | |
| **Method of Transfer:** | [Describe how data will be exchanged between entities, e.g., SFTP] | | |
| **File Format:** | [Describe the format in which data will be exchanged, e.g., CSV] | | |
| **Date Range:** | [Describe any time-based filters to apply to the data, if applicable, e.g., data added in the previous quarter] | | |
| **Other Filters:** | [Describe any additional filters to be applied to the data, e.g., children under 5] | | |
| **Element – Short Name** | | **Element – Long Name** | **Format** |
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**Section 3:** [Primary Entity] will supply the following data to [Secondary Entity]:

***Tip:*** *The purpose of this section is to provide the Secondary Entity with data so that it can know which of its participants have been identified as likely eligible for additional benefits, as well as for any evaluation needs.*

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| --- | --- |
| **Frequency:** | [Describe how often (and how many times) data will be exchanged, e.g., quarterly, four times] |
| **Method of Transfer:** | [Describe how data will be exchanged between entities, e.g., SFTP] |
| **File Format:** | [Describe the format in which data will be exchanged, e.g., CSV] |
| **Date Range:** | [Describe any time-based filters to apply to the data, if applicable, e.g., data added in the previous quarter] |
| **Other Filters:** | [Describe any additional filters to be applied to the data, e.g., children under 5] |

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| **Element – Short Name** | **Element – Long Name** | **Format** |
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**Section 4:** [Third Party Entity] will supply the following data to [Primary Entity] and [Secondary Entity]:

***Tip:*** *The purpose of this section is to provide the Primary Entity, and as needed Secondary Entity, with data from the Third Party Entity regarding the outcomes of outreach efforts, independent evaluation analysis, etc. This is predicated on the involvement of a Third Party Entity that will need to share information back to the other entities. Therefore, this section may or may not be necessary for your initiative.*

|  |  |
| --- | --- |
| **Frequency:** | [Describe how often (and how many times) data will be exchanged, e.g., quarterly, four times] |
| **Method of Transfer:** | [Describe how data will be exchanged between entities, e.g., SFTP] |
| **File Format:** | [Describe the format in which data will be exchanged, e.g., CSV] |
| **Date Range:** | [Describe any time-based filters to apply to the data, if applicable, e.g., data added in the previous quarter] |
| **Other Filters:** | [Describe any additional filters to be applied to the data, e.g., children under 5] |

|  |  |  |
| --- | --- | --- |
| **Element – Short Name** | **Element – Long Name** | **Format** |
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**Article IV: General Provisions**

Nothing in this Agreement shall be construed as authority for any party to make commitments that will bind any other party beyond **Article I** contained herein.

All parties agree to:

1. Adhere to all security standards as for secure data storage and transmission as expressed in [relevant data security standard, e.g., SOC 2 – Type II certification].
2. Prohibit and prevent re-disclosure of any other party’s data to any entity not covered by this agreement.
3. Prohibit and prevent storage of any party’s data on mobile or portable data storage media without:
   1. Documented business necessity approved in writing by the data stewards of all parties.
   2. Documentation that all data storage media are physically and logically secured and acknowledged by an Information Security Officer from each party.
4. Provide immediate notification to all other parties if a breach, loss, theft, or other compromise of sensitive electronic or physical data is suspected within 24 hours of discovery. Notification contacts are as follows:
   1. [Primary Entity], [Contact Name], [Contact Title], [Contact Phone Number], [Contact Email]
   2. [Secondary Entity], [Contact Name], [Contact Title], [Contact Phone Number], [Contact Email]
   3. [Third Party Entity], [Contact Name], [Contact Title], [Contact Phone Number], [Contact Email]

**Article V: Termination**

Any party may opt out of this Agreement without cause upon [Number (#)] days written notice to all other parties.

Any party may opt out of this Agreement immediately, via written notice, upon discovery of a data breach suffered by any other party.

Any party may suspend its involvement in this Agreement immediately upon discovery of a data breach suffered internally. Suspension of this Agreement shall not last more than [Number (#)] days and this Agreement must either be reinstated or terminated per the terms of this Agreement by the end of that period. Suspension and reinstatement/termination must include written notice to all other parties.

This Agreement shall remain in full effect until replaced by a subsequent Agreement, unless sooner terminated as provided herein.

This Agreement shall automatically be terminated upon:

1. Fulfillment of all terms; or
2. When superseded; or
3. After a period of [Number (#)] years

This Agreement [may/may not] be re-negotiated or renewed upon termination, following an appropriate review of all terms and conditions.

**Article VI: Integration, Modification, and Assignment**

This document represents the entire Agreement between all parties. Any modification of these terms must be in writing and signed by all parties. This agreement shall be interpreted in accordance with the laws of the [State]. Signed copies of this agreement, and any modifications, shall be kept on file with [Primary Entity and/or Secondary Benefit Entity] Office of Information Management.

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**Signatures**

The undersigned hereby acknowledge and accept the responsibilities, terms, and conditions laid out in this Data Sharing Agreement:

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*NAME | Date NAME | Date*

*[Primary Entity] [Primary Entity]*

*TITLE TITLE*

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

*NAME | Date NAME | Date*

*[Secondary Entity]* *[Secondary Entity]*

*TITLE TITLE*

*\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*NAME | Date NAME | Date*

*[Third Party Entity] [Third Party Entity]*

*TITLE TITLE*

#End of Document#

Appendices:

a. Project Documentation