**One-Way Data Sharing Agreement (DSA) Shell**

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

([Secondary Entity 2]) ([Benefit Program])

***Note:*** *This tool is a data sharing agreement (DSA) shell that is meant to help you understand the common components of a DSA involving one-way data sharing from one benefit program to another.**In this shell, the Primary Agency is receiving the Secondary Agency*’*s program data for the purposes of outreach. For example, if Medicaid is sharing its participant data with SNAP for the purpose of SNAP outreach, SNAP is the Primary Agency and Medicaid is the Secondary Agency.*

*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 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 person who will be 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] | |  |

**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] and [Secondary Entity] to provide outreach to families who are receiving [Secondary Entity Benefit(s)], e.g., Medicaid, SNAP, etc.] and who are likely eligible for but not enrolled in [Outreach Program, e.g., Medicaid, SNAP, etc.] in order to increase utilization of program services.

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 and Secondary Entity] 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 sharing process 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.
* [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** to [Primary Entity].
* [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?*

**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 until and unless such authorization is obtained. Information on [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. This agreement shall be reviewed annually and as required to satisfy changing requirements.
6. There is no cost associated with this agreement.

**Article III: Data Specification**

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

***Tip:*** *The purpose of this section is to set up the data transfer from Secondary Entity to Primary Entity to create a Primary Entity Benefit outreach list.*

|  |  |
| --- | --- |
| **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 |
| ***Tips:*** *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 |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

**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]

**Article V: Termination**

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

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

Either 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 the other party.

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 both parties. Any modification of these terms must be in writing and signed by both 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 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*

#End of Document#

Appendices:

a. Project Documentation