Sample WIC ( [Administering Entity 1] )- [Programs to Be Matched] ( [Administering Entity 2] ) )-Third Party ( [Other Entity to Receive Data, if applicable] ) Data Sharing Agreement (DSA)

***NOTE:*** *This tool is a data sharing agreement (DSA) shell that is meant to help you understand the common components of a DSA involving two-way data sharing, where WIC will share data with another benefit agency to conduct the match and a third party (such as a texting vendor) will then receive data to conduct outreach. This shell can be customized using the information your team compiled in the previous two planning tools.* ***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.****You should plan to review this document with the data stakeholders you identified in Planning Tool 4. 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**

***Tip:*** *Refer to Planning Tool 4, Question 2: “Who are the key data stakeholders?”*

**Primary Agency**

|  |  |
| --- | --- |
| Entity*:* | [Agency and/or Division with primary custody of WIC data. Identified as ***WIC 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 to be matched (e.g., Medicaid or SNAP). Identified as ***Other Benefit Entity*** in remainder of template] |
| Secondary Agency Data Steward: | [Name of person on WIC team who will be responsible for shared data] |
| Steward’s 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] |
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| Recipient Entity:  ***Tip:*** *This is only necessary if your initiative will involve a third party to carry out some of the functions involving PII. Otherwise, this may be removed.* | [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:*

*WIC Entity: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_*

*Other Benefit Entity: \_\_\_\_\_\_\_\_\_\_\_\_\_\_*

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

**Business Justification:**

*[****If applicable:*** *[WIC 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 [WIC Entity] , [Other Benefit Entity] and [Third Party Entity] to provide targeted outreach to families who are receiving [Programs to be matched, e.g., Medicaid, SNAP, etc.] and who are likely eligible for but not enrolled in WIC in order to increase utilization of program services. [Other Benefit Entity] will also identify WIC enrollees who are not enrolled in [Programs to be matched, e.g., Medicaid, SNAP, etc.] and likely eligible to increase utilization of other program services. ***Tip:*** *This language establishes that the Other Benefit Entity will receive data to conduct outreach TO current WIC participants. This may or may not be applicable to your initiative.*

[Third Party Entity] will perform outreach activities to those households identified as not participating, but which are eligible to participate, in WIC. ***Tip:*** *This language establishes that outreach will be conducted through a third party. 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 [WIC Entity] members and WIC applicants and participants, consistent with requirements of federal and state law. The coordination activities and data exchange are necessary to further the improvement of the health status of pregnant people, infants, and children.

**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. Refer to Planning Tool 3, Question 2(c): Are there processes for requesting data reports from state systems? If yes, what are they?*

[WIC 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 [Other Benefit Entity].
* Use datasets received from [Other Benefit 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:*** *Refer to Planning Tool 3, Question 2(e): What additional information or process changes would enable easier, more effective data sharing?*

[Other Benefit Entity] agrees to:

* Utilize the data provided by [WIC Entity] only for the purpose outlined in the business justification (above).
* Match the data provided by [WIC Entity] against current databases of [Programs to be matched, e.g., Medicaid, SNAP, etc.] participants to identify those individuals who are enrolled in these services but not in WIC – **Article III, Section 1.**

***Tip:*** *This model DSA assumes the [Other Benefit Entity] will conduct the match, but in some cases it may instead be the [WIC 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 WIC” 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 [WIC Entity] as outlined in **Article III, Section 3**.
* [Add other terms and conditions to articulate and facilitate data sharing].

[Third Party Entity] agrees to:

* Not identify, or attempt to identify, any de-identified data received from [Other Benefit Entity] or [WIC Entity] during this project.
* Utilize the received data only for the outreach program as outlined in supporting material (see Appendix A).
* Deliver results to [WIC Entity] and [Other Benefit 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. [WIC 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 [Other Benefit Entity] until and unless such authorization is obtained. Information on the [WIC Entity] IRB can be found at: [website link or other location].
4. Upon termination of this agreement, [Other Benefit Entity] must destroy, delete, or otherwise permanently remove all copies of the data transferred by [WIC 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. [Other Benefit Entity] must provide written proof of destruction to [WIC 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**

**Section 1:** [WIC Entity] will supply the following data to [Other Benefit Entity]:

***Tip:*** *The purpose of this section is to allow [Other Benefit Entity] to match its data against [WIC Entity] data to create a WIC outreach list.*

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| --- | --- |
| **Frequency:**  ***Tip:*** *See Planning Tool 4, Question 6: 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:*** *See Planning Tool 4, Question 7: How will data be shared securely?* | [Describe how data will be exchanged between entities, e.g., SFTP] |
| **File Format:**  ***Tip:*** *See Planning Tool 3, Question 2(a): Where are the data housed and in what format?* | [Describe the format in which data will be exchanged, e.g., CSV] |
| **Date Range:**  ***Tip:*** *See Planning Tool 4, Question 5: 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] |

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| **Element – Short Name** | **Element – Long Name** | **Format** |
| ***Tip:*** *See Planning Tool 4, Question 4: Which data elements will be shared? \*For more information, consult the* [***Considerations for Data Sharing and Matching***](http://cbpp.org/wiccrossenrollmenttoolkit/Considerations-For-Sharing-and-Matching-Data.pdf) *resource.* | | |
| [EXAMPLE: BIRTH\_DATE | Participant’s Date of Birth | Char(8) MMDDYYYY] |
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**Section 2:** [Other Benefit Entity] will supply the following data to [Third Party Entity]:

***Tip:*** *The purpose of this section is to set up the data transfer from [Other Benefit Entity] to [Third Party Entity]. This is predicated on the [Other Benefit Entity] being the one to do the data match between WIC and other program rolls as well as the need generally to 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] |

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**Section 3:** [Other Benefit Entity] will supply the following data to [WIC Entity]:

***Tip:*** *The purpose of this section is to provide the [WIC Entity] with data so that it can know which individuals have been identified for outreach as likely eligible but not enrolled in WIC, as well as for any evaluation needs.*

|  |  |
| --- | --- |
| **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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**Section 4:** [Third Party Entity] will supply the following data to [WIC Entity] and [Other Benefit Entity]:

***Tip:*** *The purpose of this section is to provide the [WIC Entity], and as needed [Other Benefit 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 PII back to the other entities. Therefore, this section may or may not be necessary 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] |

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| **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. [WIC Entity], [Contact Name], [Contact Title], [Contact Phone Number], [Contact Email]
   2. [Other Benefit 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 [WIC Entity and/or Other 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*

*[WIC Entity] [WIC Entity]*

*TITLE TITLE*

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

*NAME | Date NAME | Date*

*[Other Benefit Entity]* *[Other Benefit Entity]*

*TITLE Commissioner*

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

*NAME | Date NAME | Date*

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

*TITLE TITLE*

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Appendices:

a. Project Documentation