**WIC (Dept of Health) – SNAP & Medicaid (Dept of Social Services) – Third Party (BDT) Data Sharing Agreement (DSA)**

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

Entity*:* Department of Health (DOH)

Data Steward:

Title:

Address:

Phone Number:

Email:

Entity: Department of Social Services (DSS)

Authorized Recipient Name:

Title:

Address:

Phone Number:

Email:

Entity: THIRD PARTY [E.G. Benefits Data Trust (BDT)]

Data Steward:

Title:

Address:

Phone Number:

Email:

*Business Justification:*

*[If applicable: [Agency] adheres to the principle of least privilege, meaning that recipients of data and information should receive no more information that 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 the [STATE AGENCY, e.g. Department of Health], the [STATE AGENCY e.g. Department of Social Services], and [THIRD PARTY, e.g. Benefits Data Trust (BDT)] to provide targeted outreach to families who are receiving SNAP, Medicaid, and/or TANF and who are likely eligible for but not enrolled in WIC in order to increase utilization of program services.

[STATE AGENCY] will also identify WIC enrollees who are not enrolled in SNAP, Medicaid, and/or TANF and likely eligible to increase utilization of program services. [THIRD PARTY] will perform outreach activities to those households identified as not participating, but which are eligible to participate, in WIC. 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 [STATE AGENCY] 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 women, infants and children.

*Scope of Services:*

Department of Health agrees to:

* Provide an estimate of the time required to fulfill the request within 5 business days of this agreement being finalized
* Provide the identifiable data outlined in **Article III, Section 1** to DSS
* Provide, to BDT, specific language to be used in texting potential WIC enrollees
* Use datasets received from DSS and BDT to analyze effectiveness of BDT’s outreach program.

DSS agrees to:

* Utilize the data provided by DOH only for the purpose outlined in the business justification (above).
* Match the data provided by the DOH against current databases of SNAP, TANF, and Medicaid participants to identify those individuals who are enrolled in these services but not in WIC – **Article III, Section 1**
* 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 BDT, as outlined in **Article III, Section 2**.
* Transmit an identifiable dataset containing individuals, phone numbers, and address to DOH as outlined in **Article III, Section 4**.

BDT agrees to:

* Not identify, or attempt to identify, any de-identified data received from DSS or DOH during this project.
* Utilize the received data only for the outreach program as outlined in supporting material (see appendix A).
* Deliver results to DOH and DSS as outlined in **Article III, Section 3**.

**Article II: Term Agreement**

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

1. DOH 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 DSS until and unless such authorization is obtained. Information on the DOH IRB can be found at: [website link or other location].
4. Upon termination of this agreement, DSS must destroy, delete, or otherwise permanently remove all copies of the data transferred by DOH, 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. DSS must provide written proof of destruction to DOH within 5 working days of termination.
5. This agreement shall be reviewed annually, and as required to satisfy changing requirements.
6. The cost associated with this Agreement is broken down as follows:
   1. There is no cost associated with this Agreement.

**Article III: Data Specification**

*Section 1: DOH will supply the following data to DSS:*

Frequency:

Method of Transfer:

File Format:

Date Range:

Other Filters:

Element – Short Name Element – Long Name Format

EXAMPLE:

FirstName First Name of the participant

*Section 2: DSS will supply the following data to BDT:*

Frequency:

Method of Transfer:

File Format:

Date Range:

Other Filters: Only households identified as participating in SNAP, TANF, and / or Medicaid and which are likely eligible for, but not participating in, WIC

Element – Short Name Element – Long Name Format

EXAMPLE:

HouseholdID non-PII unique household identifier

*Section 3: BDT will supply the following data to DSS and DOH:*

Frequency:

Method of Transfer:

File Format:

Date Range:

Other Filters:

Element – Short Name Element – Long Name Format

EXAMPLE:

HouseholdID non-PII unique household identifier

*Section 4: DSS will supply the following data to DOH:*

Frequency:

Method of Transfer:

File Format:

Date Range:

Other Filters:

Element – Short Name Element – Long Name Format

EXAMPLE:

HouseholdID non-PII unique household identifier

**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. DOH Agency contacts are:
   1. Contact 1
   2. Contact 2, etc.

**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 their 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 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 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/COMMONWEALTH]. Signed copies of this agreement, and any modifications, shall be kept on file with [STATE AGENCY / AGENCIES] 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*

*Department of Health Department of Health*

*TITLE TITLE*

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

*NAME | Date NAME | Date*

*Department of Social Services Department of Social Services*

*TITLE Commissioner*

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

*NAME | Date NAME | Date*

*Benefits Data Trust Benefits Data Trust*

*TITLE TITLE*

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Appendices:

a. Project Documentation