



Sample Bi-lateral Data Sharing Agreement Between a Continuum of Care and Managed Care Plan



Homebase

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This is a sample bi-lateral data sharing agreement (DSA) that is meant to help cross-sector partners identify the common components of a DSA between Continuum of Care (CoC) agencies responsible for HMIS data and Medi-Cal managed care plans (MCPs). The content in this sample is provided for informational purposes only and does not constitute legal advice. Homebase does not enter into attorney-client relationships nor dispense legal advice.

We do not recommend adopting this sample wholesale. To enter into a DSA requires review by legal experts in privacy and security. If you do not have the resources to hire legal specialists in privacy, consult with your County Counsel. Note, however, that County Counsel may not have the expertise necessary to draft a cross-sector DSA without the advice of experts in data privacy and security.

Under this sample agreement, the intention is to have Medi-Cal MCPs receive Personally Identifiable Information (PII) from the HMIS Lead. The data from HMIS will allow the MCPs to identify which of their members are known by the CoC to be experiencing homelessness. In exchange, the CoC will receive information about which individuals in HMIS are MCP members, what plans they are enrolled in, and whether they are receiving housing-related services through the MCP, especially Enhanced Care Management (ECM) or Community Supports (CS).

The sample agreement can be customized to a specific community. Throughout the document, there are *plain-language explanations and directions in italicized red text* to guide you through the sections of the DSA.

Homebase would like to thank Benefits Data Trust (BDT) for allowing us to use their shell Data Sharing Agreement, which can be found in [“Bolstering Benefits Access: Introducing Benefits Data Trust’s New Data Sharing Playbook,”](#) as a model for this sample CoC-MCP agreement.



Continuum of Care and Medi-Cal Managed Care Plan Sample Bi-lateral Data Sharing Agreement (DSA)

Article I: Business Justification and Scope of Services

PRIMARY AGENCY

Entity:	Managed Care Plan
Agency Data Steward:	Jane Steward
Steward's Title:	Data Steward
Address:	123 Work Address, Data City, CA 54321
Phone Number:	555-555-5555
Email:	JSteward@mcp.com

SECONDARY AGENCY

Entity:	CoC HMIS Lead
Secondary Agency Data Steward:	Freddie Hamis
Steward's Title:	HMIS Administrator
Address:	10101 HMIS Lane, CoC City, CA 54321
Phone Number:	555-555-5556
Email:	Freddie@hmislead.org

BUSINESS JUSTIFICATION

Managed Care Plan adheres to the principle of least privilege, meaning that recipients of data and information should receive no more information than is absolutely necessary to complete an assigned project, job, task, or responsibility.

The purpose of this DSA is to create an agreement between **Managed Care Plan** and **CoC HMIS Lead** to 1. identify Medi-Cal MCP members who are experiencing homelessness so that **Managed Care Plan** can conduct outreach and provide housing and supportive services to their members who are experiencing homelessness in **Collab County** and 2. the CoC can determine whether participants in HMIS have Medi-Cal or are receiving other housing-related services through Medi-Cal.

To this end, this DSA provides conditions and safeguards for a limited exchange of Personally Identifiable Information (PII) between the parties while protecting the confidentiality of **Managed Care Plan** and **Collab County CoC** members, applicants, and participants, consistent with requirements of federal and state law.

Insert specific legal analysis of applicable data sharing and confidentiality law here. For more on the legal

analysis related to sharing specific program data, see Section 3: The Building Blocks of Data Sharing in [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?

Managed Care Plan agrees to:

- Utilize the data provided by **CoC HMIS Lead** only for the purpose outlined in the Business Justification section above.
- Match the data provided by **CoC HMIS Lead** against current databases of **Managed Care Plan** members to identify those individuals who have been identified through the **Collab County CoC's** Coordinated Entry System as experiencing homelessness as outlined in Article III, Section 1.
- Receive data from **Freddie Hamis** through a Secure File Transfer Protocol (SFTP) and limit the number of employees who will collect and analyze the data to those absolutely necessary to perform the data matches.
- After the data match is complete, destroy all data where no match was found in **Managed Care Plan's** database.
- Within five (5) business days of the execution of this agreement, provide to **Freddie Hamis** an estimate of the time required to fulfill the data match request.
- Provide to the **Freddie Hamis** a list of the matches, with added information about each **Managed Care Plan** member, including: Medi-Cal number, whether they are receiving Enhanced Care Management (ECM), whether they are receiving any Community Supports, and if so, which Community Supports they are receiving.

CoC HMIS Lead agrees to:

- Provide the PII data outlined in Article III to **Managed Care Plan** within **14 days** of the signing of this agreement. *14 days is used here as an example, not a recommendation.*
- *Add other 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. **CoC HMIS Lead** does not guarantee the completeness or accuracy of the data provided.
2. This DSA prohibits **Managed Care Plan** from redisclosing PII provided under this Agreement to a third party unless written permission is received from **CoC HMIS Lead**.
3. This agreement shall continue to be in force until all parties agree to its termination under the provisions in **Article V**.
4. Institutional Review Board (IRB) authorization is not required. If IRB authorization is required, data will not be transferred until and unless such authorization is obtained. Information on **Managed Care Plan** IRB can be found at: www.website.com.
5. Upon termination of this agreement, **Managed Care Plan** must destroy, delete, or otherwise permanently remove all copies of the data transferred by **Freddie Hamis**, 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. **Managed Care Plan** must provide written proof of destruction to **CoC HMIS Lead** within **30 days** of termination.
6. This agreement shall be reviewed at least annually and as required to satisfy changing requirements.
7. There is no cost associated with this agreement.

Article III: Data Specification

Freddie Hamis will supply the following data to **Managed Care Plan** in the manner and frequency described immediately below.

Frequency:	<i>Describe how often new data will be provided. Is the data only provided once or at regular intervals?</i>
Method of Transfer:	<i>Describe the method of transfer. SFTP transfer is the most common way for data match without an Application Programming Interface (API). If an API is preferred, specify that. If the MCP has access to HMIS and can access the data that way, describe how.</i>
File Format:	<i>Describe the format in which data will be exchanged (e.g., CSV).</i>
Date Range:	<i>Describe the date range for the data to be provided, if applicable.</i>
Other Filters:	<i>Describe any additional filters to be applied to the data (e.g., children under 5). Data sharing will be limited to data elements named and described under this agreement.</i>

Element – Short Name	Element – Long Name	Format
FIRST	Participant's First Name	Narrative
LAST	Participant's Last Name	Narrative
DOB	Participant's Date of Birth	MMDDYYYY
SSN	Participant's Social Security Number, if available	###-##-####
HOUSING_STATUS	Whether participant is housed or unhoused	Options: Housed, Unhoused <i>Other options may be included.</i>

Managed Care Plan will in turn supply the following data to **CoC HMIS Lead** for each member who appeared on the CoC’s client list, in the manner and frequency described immediately below.

Frequency:	<i>Describe how often new data will be provided. Is the data only provided once or at regular intervals?</i>
Method of Transfer:	<i>Describe the method of transfer. SFTP transfer is the most common way for data match without an API. If an API is preferred, specify that.</i>
File Format:	<i>Describe the format in which data will be exchanged (e.g., CSV).</i>
Date Range:	<i>Describe the date range for the data to be provided.</i>
Other Filters:	<i>Describe any additional filters to be applied to the data (e.g., children under 5). Data sharing will be limited to data elements named and described under this agreement.</i>

Element – Short Name	Element – Long Name	Format
FIRST	Participant’s First Name	Narrative
LAST	Participant’s Last Name	Narrative
DOB	Participant’s Date of Birth	MMDDYYYY
SSN	Participant’s Social Security Number, if available	###-##-####
HOUSING_STATUS	Whether participant is housed or unhoused	Options: Housed, Unhoused <i>Other options may be included.</i>
CIN	The participant’s Medi-Cal number	#####
ECM	Whether the participant is enrolled in ECM	Options: Yes, No <i>Other options may be included.</i>
CS	Whether the participant is receiving any Community Supports.	Options: Yes, No <i>Other options may be included.</i>
CS_LIST	If yes to Community Supports, specify which ones the participant is receiving	Checklist

Discuss with the MCP whether additional information should be included when they return the matched client list and add data elements to this list as appropriate.

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:

1. To adhere to all security standards for secure data storage and transmission as expressed: *list out and link to any relevant data security standard(s)*.
2. To prohibit and prevent re-disclosure of any other party's data to any entity not covered by this agreement.
3. To prohibit and prevent storage of any party's data on mobile or portable data storage media without:
 - a. Documented business necessity approved in writing by the data stewards of all parties.
 - b. Documentation that all data storage media are physically and logically secured and acknowledged by an Information Security Officer from each party.
4. That any PII inadvertently or unintentionally received shall be safeguarded, shall not be redisclosed, and there shall be no attempt made to contact any individual identified by such disclosure.
5. To provide immediate notification (within 24 hours of discovery) to all other parties if a breach, loss, theft, or other compromise of sensitive electronic or physical data is suspected. Notification contacts are as follows:
 - a. **Managed Care Plan:** *Insert the name, title, phone number, and email address for the appropriate person.*
 - b. **CoC:** *Insert the name, title, phone number, and email address for the appropriate person.*

Article V: Termination

Either party may opt out of this Agreement without cause upon **30 days** written notice to the other party. *Decide and include here what the other party's responsibility is if one party opts out of the Agreement. For example: Does the other party still have to perform any portion of their obligation under the Agreement? Is the Agreement automatically terminated if one party opts out?*

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 by that party. Suspension of this Agreement shall not last more than **60 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 or termination must include written notice to the other party.

This Agreement shall remain in full effect until terminated as provided herein. *Consider whether you would like to include a certain date when the Agreement terminates or date by which all parties must perform. For example: One year from the signing of the contract.*

This Agreement can be terminated by agreement of both parties at any time. Such agreement to terminate must be documented in writing and provided to both parties.

This Agreement shall automatically terminate upon:

1. Fulfillment of all terms; or
2. When superseded by a subsequent Agreement; or
3. After a period of **2 years**.

This Agreement does not automatically renew but may be extended by agreement of the parties follow-

ing 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 of California. Signed copies of this agreement, and any modifications, shall be kept on file with **Managed Care Plan** and/or **CoC HMIS Lead**.

SIGNATURES

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

Jane Steward, Data Steward
Managed Care Plan

Date

Freddie Hamis, HMIS Administrator
CoC HMIS Lead

Date

#End of Document#

Appendices:

- a. *List here and attach documentation supporting the project (e.g., Memoranda of Understanding, additional relevant Scopes of Work, Technical Specifications) that should be included.*