

Sample Inter-Agency Data Sharing Memorandum of Understanding

Child Care and Development Fund (CCDF) Lead Agencies are responsible for verifying different components of a family’s eligibility for child care subsidy. One effective means to verify applicant eligibility requirements is through a data sharing process. Through the use of data sharing, a Lead Agency can review a family’s submitted application and verification documents against information reported to other agencies. Also, an important consideration for CCDF recipients is for Lead Agencies to establish procedures that do not unduly disrupt parents’ education, training, or employment when completing the eligibility redetermination process. Data sharing can simplify eligibility processes and alleviates parents having to submit the same information provided to other benefit programs.

Data sharing with other agencies or organizations can be accomplished through a written agreement such as a Memorandum of Understanding (MOU) or Memorandum of Agreement (MOA). In general, written agreements bind two or more agencies to terms outlined within the agreement. Written agreements should specify the mutual roles and responsibilities of the Lead Agency and the other partner agency or organization. The contents of the agreement must include, at a minimum, the task to be performed, a schedule for completing the tasks, a budget that itemizes categorical expenditures, and indicators or measures to assess performance.

A common avenue of data sharing occurs between two or more eligibility systems. This sample MOU reflects an agreement for sharing of information between the state SNAP and CCDF programs.

Sample MOU

**Memorandum of Understanding
Between the
State Agency One (CCDF Lead Agency)
And the
State Agency Two (Non-CCDF Agency)**

I. PURPOSE

This Memorandum of Understanding (“MOU”) is entered on this ____ day of _____ (Month), ____ (YYYY) by State Agency One (hereinafter “SAO”) and State Agency Two (hereinafter “SAT”) and hereinafter jointly referenced as “Parties.” The purpose of this MOU is to support the sharing of information between SAO and SAT regarding subsidy applicant(s) household circumstances in all service areas across the state of _____ (State). Parties will provide all relevant data as set forth in the terms of this MOU. The information extracted from the transferred data will be used to ensure applicant(s) information is consistent and accurate

across government programs. The process shall assist Parties of this MOU with program integrity efforts to deter fraud, waste and abuse in the administration of government assistance programs.

WHEREAS, SAO is authorized by the Administration for Children and Family (ACF) as the Lead Agency to administer subsidy benefits according to the Child Care and Development Block Grant Act of 2014 through the Child Care and Development Fund Plan (hereinafter “CCDF”) to eligible low-income residents of _____ (State). SAO is responsible for providing supports for children and their families with paying for affordable quality child care under 45 CFR 98.10. SAO ensures child care providers and families in need of child care are certified appropriately to receive subsidy benefits. SAO is required to maintain effective and efficient internal controls that support integrity and accountability in the administration of their subsidy program.

WHEREAS, SAT is authorized by the United States Department of Agriculture as the State Administrator of benefits for the Supplemental Nutrition Assistance Program (hereinafter “SNAP”). Under _____ (add regulatory citation) SAT ensures benefits are provided to eligible low-income families in the state of _____ (State) through economic resources for nutrition assistance. SAT is responsible of ensuring program integrity and accountability within the SNAP.

WHEREAS, pursuant to this MOU Parties will disclose household economic and demographic data relevant to the resident(s) of the _____ (State) as provided to each of the Parties for determination or redetermination of subsidy benefits. The information shall be shared through electronic data transfer to and from an agreed upon secure network. Parties shall share the responsibility of ensuring all information shared through data transfer maintains confidentiality and is protected among Parties’ data systems and staff.

II. CONFIDENTIALITY

WHEREAS, SAO as authorized under 45 CFR 98.20-21 may collect applicant(s) information in part to their household circumstances including personally identifiable information (PII) from _____ (State) residents to determine their need for child care subsidy. SAO may disclose the collected information pursuant to _____ (State/Agency Law or Rule) with the prior written consent of authorized representative of SAO and applicant to support monitoring, evaluation, and auditing of program activities.

WHEREAS, SAT collects household information including PII from _____ (State) residents to determine their need for nutrition assistance is authorized under _____ (State/Federal Law). SAT may disclose such data with written consent from the authorized representative of SAT and applicant(s) to support state programs accountability and integrity of program information.

III. CONTACT PERSONS AND MONITORING

WHEREAS, Parties agree to designate individuals to serve as contact persons specific to this MOU. The contact person shall be responsible for ensuring that data is used and disclosed

in accordance with this MOU. The said individuals will also be charged with monitoring the processes of this MOU to ensure success of implementation and said outcomes. Performance reports shall be generated on a monthly basis by the last business day of the month and provided to agency directors. The parties have designated the following individuals as contacts:

SAO: (Name and Contact information)

SAT: (Name and Contact Information)

IV. AGREEMENT TERMS

THEREFORE, it is hereby agreed between Parties that:

1. This MOU shall commence upon the effective date of ____ (Day), _____ (Month), ____ (YYYY) and shall be considered terminated on ____ (Day), _____ (Month), ____ (YYYY).
2. Parties are responsible for their individual agency staffing requirement to adhere to the obligations of this MOU.
3. The date of commencement can be no later than 5 business days from the date of the Parties Authorized Representative's signature and date. Authorized Representative's signature and date shall not hold more than 5 business day's difference in dates of signatures.
4. Parties shall conduct a monthly meeting at either agency or via conference calls to ensure all requirements of this MOU are adhering to the expected deliverables.
5. Either Party may terminate this MOU by sending a written notice within 60 calendar days of commencement and shall have the option to renew this MOU within 60 calendars prior to expiration.
6. Parties may terminate this agreement in the event either Party breaches this agreement by failure to comply with the terms of the agreement set forth. Written notice must be provided to the breaching Party who fails to comply by the non-breaching Party. The breaching Party has 10 calendar days from the date of the notice to cure the breach. If the breaching Party fails to cure the breach by the close of business on the 10th calendar day, the agreement will terminate immediately with written notice sent by the non-breaching Party.
7. SAO agrees to *(Expected deliverables examples listed below)*:
 - a) Send to SAT a request for information on applicant(s) by the 15th of each month utilizing an agreed upon format with define elements. *(See Attachment A) ** Attachments are used to provide formal layouts of items listed within the MOU/MOA.*
 - b) Send SAT completed request for information on applicant(s) by the 30th of the month utilizing an agreed upon format of define elements.
 - c) Maintain accessibility and security, such as who will access the data and level of security given.
 - d) Maintain processes related to procedural requirements, training, staff importing and reviewing data.



- e) Cost-outline any cost sharing of implementation and/or production and the responsible agency or non-cost sharing obligations of SAO.
- 8. SAT agrees to *(Expected deliverables examples listed below)*:
 - a) Send to SAO a request for information on applicant(s) by the 15th of each month utilizing an agreed upon format with defined elements. *(Attachment A)*
 - b) Send SAO completed request for information on applicant(s) by the 30th of the month utilizing an agreed upon format for define elements.
 - c) Maintain accessibility and security, such as who will access the data and level of security given.
 - d) Maintain processes related to procedural requirements, training staff, importing and reviewing data.
 - e) Cost-outline any cost sharing of implementation and/or production and the responsible agency if applicable.

V. LEGAL (Agency specific and usually uniformed language of the agency proposing the written agreement. See below examples.)

- 1. This MOU shall be governed by the laws of _____(State) without any conflict of the laws thereof and the United States. Any and all enforcements of this agreement or arising from any breach of this agreement shall be filed and maintained in a Court of competent jurisdiction of _____(State).
- 2. Parties agree that failure to comply with any provisions of this MOU shall not waive either Party responsibility to comply with the MOU.
- 3. Limited liability clause of the agency - release of indemnity.

IN WITNESS WHEREOF, the parties have hereunto set their hands on the day and year first written above.

WITNESSESS:

STATE AGENCY ONE

Director XXXX

Date

STATE AGENCY TWO

Director YYYYY

Date

Other Resources

Lead Agencies may be interested in the following additional resources to help in the development and implementation of various types of agency written agreements.

- Brief Instructions for Creating an MOU, a Sample MOU, and a Sample Letter of Support. <https://www.acf.hhs.gov/archive/fysb/resource/sample-mou>
- Bui Lin, V., Shaw, S., Maxwell, K., Joshi, P., Lazarte, N. (October 2018), *Webinar: Guidelines for Developing Data Sharing Agreements to Use State Administrative Data for Early Care and Education Research*. <https://www.childtrends.org/publications/slides-guidelines-for-developing-data-sharing-agreements-to-use-state-administrative-data-for-early-care-and-education-research>
- CCDF-ACF-Program Instruction-2010-06. *Program Integrity and Financial Accountability Provisions under CCDF*. <https://www.acf.hhs.gov/occ/resource/pi-2010-06>
- Do MOUs and Contracts Have to be Resubmitted for Approval and Resigned Each Year? <https://www.acf.hhs.gov/ofa/faq/yearly-mou-and-contract-resubmission>
- FY 2019-2021 CCDF Plan Preprint, Section 1.2 CCDF Policy Decision Authority. https://www.acf.hhs.gov/sites/default/files/occ/ccdbg_fy2019_2021_ccdf_plan_preprint.pdf
- OPRE Research-to-Practice Brief. (February 2016), *The Use of Technology to Support Early Childhood Practice: Protecting Child, Parent, and Practitioner Privacy*. https://www.acf.hhs.gov/sites/default/files/opre/technology_and_privacy_brief_031716_508final.pdf
- Public Assistance Reporting Information System (PARIS): Memorandum of Agreements. <https://www.acf.hhs.gov/paris/memorandum>
- Template for Food Bank Memorandum of Agreement. <https://www.fns.usda.gov/snap/template-food-bank-memorandum-agreement>