

**Agreement
Between
Department of Health and Human Services
Administration for Children and Families
Office of Child Support Enforcement
and
[Insert Name of Insurer/Agent of Insurer]**

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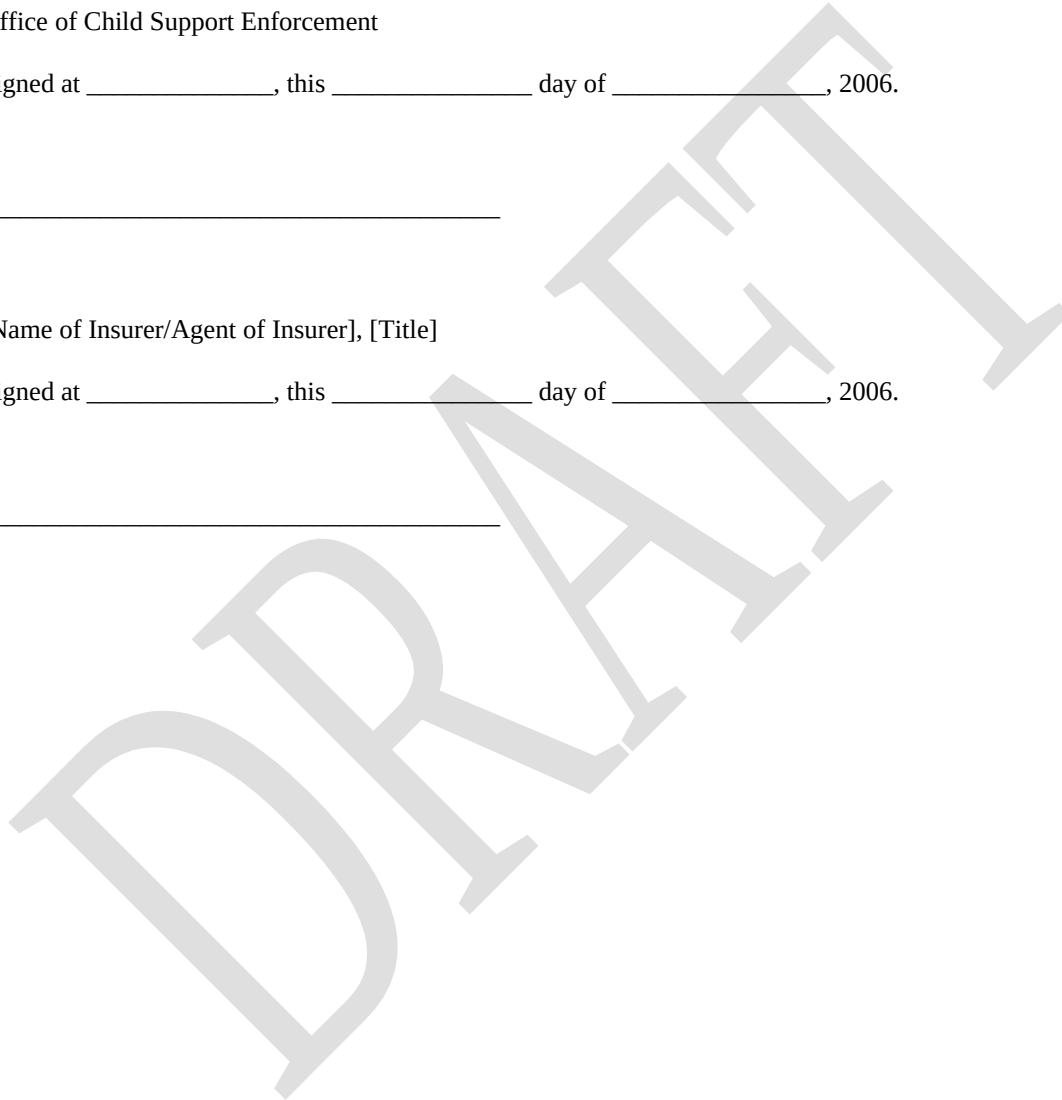
[Name], [Title]

Office of Child Support Enforcement

Signed at _____, this _____ day of _____, 2006.

[Name of Insurer/Agent of Insurer], [Title]

Signed at _____, this _____ day of _____, 2006.



DESCRIPTION OF SAMPLE COMPONENTS

**Agreement
between
Department of Health and Human Services
Administration for Children and Families
Office of Child Support Enforcement
and
[Insert Name of Insurer/Agent of Insurer]**

I Introduction

This section provides that the document between the Department of Health and Human Services, Administration for Children and Families, Office of Child Support Enforcement (OCSE) and [Insert Name of Insurer/Agent of Insurer] sets forth the agreement of the parties with respect to an initiative to facilitate information comparisons for specified child support purposes.

II Parties to the Agreement

This section lists all entities involved in the information comparison and their acronyms.

This section identifies the entity (or agent thereof) initially disclosing the information to be used in the information comparison.

This section identifies the entity, or agent thereof, receiving the information from another entity for use in the information comparison, i.e., the entity that physically conducts the information comparison.

This section identifies which entity is actually using the results of the information comparison in its programs.

This section identifies which entity will publish the appropriate notice in the Federal Register.

III Purpose, Legal Authority, and Definitions

A. Purpose

This section includes any necessary background and describes all purposes and uses for the results of the information comparison.

B. Legal/Statutory Authority

This section of the agreement cites the specific federal or state statute(s) or regulatory basis for conducting the information comparison. The routine use section of the Privacy Act, 5 U.S.C. 552a(b)(3), may be cited as authority where appropriate.

C. Definitions

This section defines those terms applicable to the information comparison.

1. ...

2. ...

IV Justification and Expected Results

A. Justification

This section provides a complete explanation of the reasons that the entities involved have decided that this information comparison is necessary. This section indicates why the comparison is preferable to other means of obtaining the same information. The section states whether the information comparison, or the information needed from the comparison, is specifically required by statute or regulation.

B. Expected Results

This section contains a summary estimate of the costs and benefits that are expected from the information comparison. If, currently, there exists no well-documented estimate of costs/benefits, but this data will be collected when the comparison is conducted and analyzed, then provide the best estimate possible of anticipated results and state that more accurate data will be collected as the information comparison is conducted.

V Records Description

A. System of Records

This section of the agreement identifies the OCSE system of records used in the information comparison. "System of records" means a group of records under the control of an agency from which information is retrieved by the name of the individual or by some other identifying particular. The identification should include a complete Federal Register description of the system(s) of records (name, number, component acronym, FR publication date, volume, page number).

B. Insurance Records

This section describes the records from the other entity (or agent thereof) as thoroughly as possible.

C. Number of Records Involved

This section includes information concerning the volume of data provided; e.g., 200,000 cases or 1,420,000 individual records and the volume of records against which the comparison is conducted.

D. Assessments of Records Accuracy

This section includes an assessment of the accuracy of both the records initially disclosed by one entity, or agent thereof, and the entity, or agent thereof, receiving the information from another entity for use in the information comparison, i.e., the entity that physically conducts the information comparison.

This section summarizes any assessments (e.g., by internal quality control mechanisms, or other) that have been made on the accuracy of the records to be used in the information comparison, particularly on the accuracy of the identifying information (e.g., Social Security number, date of birth, etc.) and those data elements that are material to potential adverse action. If such specific information is not available, but general quality data is available for the record file(s) as a whole, describe this information, including accuracy rates, source and date of the assessment. Also consider the timeliness of those data elements which are subject to change (e.g., income, address, etc.) and include a statement about how often such data is reexamined (e.g., annual redetermination, routine address change notifications from post office, etc.).

E. Specified Data Elements Used in the Information Comparison

This section includes information about the specific data elements that are used to conduct the information comparison; i.e., the fields that are used in the comparison of the records to determine whether the same individual occurs on both the records furnished by the providing entity and the records used by the entity conducting the information comparison. A listing of the appropriate elements will suffice; e.g., social security number, name, and date of birth.

F. Frequency of Information Comparisons

This section includes the projected starting and completion dates of the information comparison. It also includes information regarding the frequency of the information comparisons within the starting and completion dates; e.g., "the information

comparison is expected to begin on July 1, 2007, and end on December 31, 2007. Data will be exchanged every six months on the 15th of the month".

G. Projected Starting and Completion Dates

This section provides these projected dates.

VI Duties and Responsibilities

A. Duties and Responsibilities of [Insert Name]

This section describes the duties of the entity, or agent thereof, initially disclosing the information to be used in the information comparison.

B. Duties and Responsibilities of OCSE

This section describes the duties of the entity, or agent thereof, receiving the information from another entity for use in the information comparison, i.e., the entity that physically conducts the information comparison.

VII Nonliability of Insurers

This section sets forth the provision addressing nonliability of an insurer, or agent thereof, for any disclosure provided for in the information comparison, or for any action taken in good faith in accordance with the law authorizing the information comparison. 42 U.S.C. 652(1)(2).

VIII Security Procedures

In this section, the parties to the agreement must specify the procedures to insure appropriate administrative, technical and physical safeguards of the records used in the information comparison, commensurate with the level of data sensitivity, and the records created as a result of the comparison. The signatories must acknowledge their responsibility to assure that the specified safeguards are taken.

"Administrative safeguards" refers to procedures that assure the subject comparison records and records created will only be accessible to persons authorized to perform official duties in connection with the use of the information. "Technical safeguards" refers to safeguards during the processing of the records to prevent unauthorized access. "Physical safeguards" refers to the place, method, or means to assure that records matched or created will be physically safe from access by unauthorized persons during duty hours and non-duty hours.

The agreement must include the following minimum safeguards.

- * Access to the records compared and to records created by the comparison will be restricted to only those authorized employees and officials who need it to perform their official duties in connection with the intended use of the data.
- * Records compared and the records created by the comparison will be stored in an area that is physically safeguarded; e.g., determine whether personal information is so sensitive that it should be kept in an approved security container or whether access to where the information is located should be limited.
- * The records compared and records created by the compared will be transported under appropriate safeguards.
- * The records compared and the records created by the comparison will be processed under the immediate supervision and control of authorized personnel in a manner that will protect the confidentiality of the records, and in such a way that unauthorized persons cannot retrieve the records by means of computer, remote terminal, or other means.
- * All personnel who will have access to the records compared and records created by the comparison will be advised of the confidential nature of the records, the safeguards required to protect the records, and the sanctions for noncompliance contained in the appropriate Federal statutes.
- * Each entity may reserve the right to make onsite inspections or may make other provisions for auditing compliance with the terms of the agreement/memorandum of understanding, e.g., recurring self-audits by the entity receiving the records to ensure that adequate safeguards are being maintained.

By mutual agreement, each entity may require an appropriately responsible authority to certify in writing that all security measures have been taken and that the respective entities are in or will be in compliance with each other's security requirements.

The agreement may indicate that each entity reserves the right to monitor compliance of systems security requirements during the lifetime of the agreement or any extension period.

NOTE 1: In addition, the agreement should include reference to any unique authority that applies to the safeguarding of the particular data provided.

NOTE 2: These security procedures may be presented in an addendum to the agreement.

IX Reimbursement

This section of the agreement includes provisions related to any reimbursement, as appropriate.

X Duration of Agreement

The duration of the agreement, agreed to by the parties to the agreement, should be a period necessary to accomplish the specific purpose of the information comparison. Where there are multiparty agreements and the agency has approved a model agreement, each agreement based on the model will be effective for the specified period. A model agreement is one that specifies the terms for multiple, identical unsigned agreements subject to signature between an official from the Department and several entities.

XI Amendment or Termination of the Agreement

This section provides that the agreement may be modified at any time in writing if it satisfies both parties and is approved by authorized representatives of both entities participating in the information comparison. If there are no substantive changes in the interim, the agreement will remain in effect for the specified period.

This section also provides that an agreement may be terminated at any time with the consent of both parties. If either party does not want to continue an information comparison, it should notify the other party of its intention not to continue at least 90 days before the end of the agreement. Either party may unilaterally terminate this agreement upon written notice to the other party, in which case the termination date shall be effective 90 days after the date of the notice or at a later date specified in the notice provided this date does not exceed the approved duration for the agreement.

XII Persons to Contact

This section provides that –

- A. The contacts on behalf of [OCSE] are:
- B. The contacts on behalf of [INSURER OR AGENT THEREOF] are:

XIII Approvals

This section provides that the authorized officials, whose signatures appear below, accept and expressly agree to the terms and conditions expressed herein, confirm that no verbal agreements of any kind shall be binding or recognized, and hereby commit their respective organizations to the terms of this agreement.

[Name], [Title]

Office of Child Support Enforcement

Signed at _____, this _____ day of _____, 2006.

[Name of Insurer/Agent of Insurer], [Title]

Signed at _____, this _____ day of _____, 2006.

DRAFT