

CHILD SUPPORT ENFORCEMENT & DIVISION OF PUBLIC ASSISTANCE
LETTER OF AGREEMENT

I. Introduction

The Department of Revenue, Child Support Enforcement Division (DOR/CSED) and the Department of Health & Social Services, Division of Public Assistance (DHSS/DPA) are parties in this agreement (hereafter known as "the parties").

II. Purpose of Agreement

The purpose of this agreement is to set forth the terms and conditions whereby the parties shall 1) Cooperate to establish a standard set of procedures governing on-line security access to the Child Support Enforcement Computer System and/or the Public Assistance Eligibility information System; 2) Provide for mutual notice whenever a system and/or policy change will require the other agency in the agreement to make accommodations for such a change; and 3) Provide for inter-agency staff training covering on-line access and the special treatment of confidential information.

III. Effective Date of Agreement

August 1, 1996. This agreement will remain in effect until amended or discontinued with the mutual consent of the parties.

IV. Federal Authorities Referenced

The parties comply with Federal laws and rules governing the exchange of information between the Child Support Enforcement Division and other State Agencies and Programs: AFDC Action Transmittal No. FSA-AT-89-17 "Minimum Data Elements Required for Certifiable FAMIS and CSE Systems Interface";
45 CFR 235.70;
45 CFR 302.31(a);
45 CFR 302.32;
45 CFR 303.80(e);
45 CFR 303.80(f);
OISM-ACF Action Transmittal No. OISM-ACF-AT-92-2 "Final Regulations for Computerized Support Enforcement Systems";
Section 123 of Public Law 110-485 (Family Support Act of 1988); and ,
Regulations Reference 45 CFR Parts 205, 250, 302, 304, and 307.

State Authorities Referenced

The parties comply with State laws and rules governing the exchange of information between the Child Support Enforcement Division and other State Agencies and Programs:
A.S. 47.05.020 Confidentiality Character of Public Assistance Records;
A.S. 47.05.030 Misuse of Public Assistance Lists and Records;
7 A.A.C. 37.010 Safeguarding Information;
7 A.A.C. 37.020 Information to be Safeguarded;
7 A.A.C. 37.030 Prohibitions Against Disclosure of Information;

7 A.A.C 37.040 Authorization for Disclosure of Information;
7 A.A.C 37.050 Disclosure to Law Enforcement Officers;
7 A.A.C 37.060 Confidentiality Restrictions on Employees of the Department of Health and Social Services;
7 A.A.C 37.070 Staff Participation in Court or Other Hearings;
7 A.A.C 37.080 Disclosure to Public Officials;
7 A.A.C 37.090 Disclosure of Identifying Information;
7 A.A.C 37.100 Disclosure for Research;
7 A.A.C 37.110 Release of Names for Charitable Purposes;
7 A.A.C 37.120 Release of Information at Client's Request; and
and 7 A.A.C 37.130 Provisions Governing General Information.

V. Protecting Information and Passwords

The NSTAR and EIS databases contain confidential client information. The parties agree to protect information from unauthorized use or intentional destruction.

Passwords used to access NSTAR and/or EIS are also confidential. Access to these systems will not be granted to an individual who fails to understand, or does not agree to accept the responsibilities implied.

VI. The Security and Confidentiality Agreement Form

The parties agree to use a single Security and Confidentiality Agreement Form for any user requesting access to EIS and/or NSTAR, whenever such request is submitted through the Division of Public Assistance.

VII. Responsibilities

The parties agree to assume the following responsibilities:

1) Security Access

The parties agree to establish a procedure whereby DPA staff may request security access to NSTAR through their representative supervisor using the DPA Security and Confidentiality Agreement Form. CSED staff may request security access to EIS through their representative supervisor using the Security and Confidentiality Agreement Form provided by DPA.

(a) DPA will maintain appropriate records of the signed Security and Confidentiality Agreement Forms.

1b) Each party agrees to notify the other whenever Confidentiality/Security Violations and/or Fraud activities regarding access to the other's information are discovered.

1c) CSED will allow DPA staff with approved security clearance direct access to all CSED cases. Because child support payments are allowable deductions for food stamp recipients, access to all CSED cases provides DPA staff with the ability to verify child support payments claimed as a deduction. This level of access provides DPA with the flexibility to respond to future Food Stamp Program child support options

2) Mutual Notice

2a) DPA will notify CSED whenever an individual's approved security access to NSTAR is no longer valid.

2b) DPA will notify CSED in advance whenever a system and/or policy change will require CSED to make system or interface accommodations for such a change. Notification will be conferred at the time when DPA is aware a change will certainly be requested.

2c) CSED will notify DPA in advance whenever a system and/or policy change will require DPA to make system accommodations for such a change. Notification will be conferred at the time when CSED is aware a change will certainly be requested.

3) Training:

Each new user of EIS and/or NSTAR will receive instruction on log-in procedures and necessary system information access skills for one or both systems as required. Each Division is responsible for training its own staff.

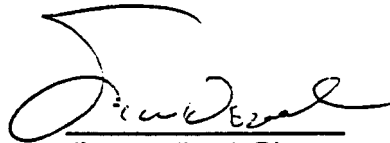
3a) The parties agree to establish a "train the trainers" schedule, whereby a small number of trainers in each division will receive agency cross-training from the other.

VIII. Persons to Contact

The parties agree to provide each other with the names, addresses, and phone numbers of designated inter-agency contacts for the purposes of this agreement.



Glenda Straube, Director
Department of Revenue
Child Support Enforcement Division



Jim Nordlund, Director
Department of Health & Social Services
Division of Public Assistance

8/2/96
Date

9/6/96
Date