

**MEMORANDEUM OF AGREEMENT DEPARTMENT OF HEALTH AND SOCIAL SERVICES, OFFICE OF CHILDREN'S SERVICES (OCS) AND THE DIVISION OF JUVENILE JUSTICE (DJJ) WITH THE DEPARTMENT OF REVENUE, CHILD SUPPORT SERVICES DIVISION (CSSD)**

**I. INTRODUCTION**

This agreement is entered into by the Department of Revenue, Child Support Services Division (CSSD), the Department of Health and Social Services, Office of Children's Services (OCS) and Division of Juvenile Justice (DJJ) and shall be in effect from November 15th 2004 until amended or terminated by OCS, DJJ or CSSD pursuant to the Duration section of this agreement. OCS, DJJ and CSSD agree that to the best of their knowledge this Agreement conforms to the applicable Federal and State regulations governing the use or disclosure of confidential information by OCS and DJJ.

**II. PURPOSE**

This agreement between the Department of Revenue, Child Support Services Division (CSSD) and the Department of Health and Social Services, Office of Children's Services (OCS) and Division of Juvenile Justice (DJJ) concerns the terms and conditions under which each agency agrees that CSSD will access OCS information on the OCS database, otherwise known as ORCA and DJJ information in the DJJ database, otherwise known as JOMIS.

The purpose of entering into this agreement is to ensure that CSSD has access to information necessary for CSSD to administratively establish child support orders and paternity in Child in Need of Aid (CINA) cases and delinquency cases. This agreement is also intended to facilitate the provision of services by CSSD to OCS and DJJ by utilizing information accessed through the agreement to identify, locate and engage parents in the support of children subject to the jurisdiction of the court under AS 47.10.010 and AS 47.12.020. Specifically, the administrative establishment of support orders, the securing of support payments pursuant to 45 CFRR 302.34, the administrative establishment of paternity, and as defined herein.

CSSD, OCS and DJJ understand that the information contained in OCS and DJJ files is confidential and all agencies agree that the information accessed by CSSD will not be further disseminated to any unauthorized entity, group or individual without specific court order.

**III. ACKNOWLEDGEMENT**

The parties acknowledge that by signing this agreement they agree to comply with all applicable Titles IV-B, IVD and IVE (42 USC 671 (a) (8)) of the Social Security Act, implementing regulations, and any other applicable federal regulations and requirements.

The parties agree that costs associated with the implementation of this agreement, and costs, which may arise during the course of this agreement, will be borne by the party incurring the costs unless otherwise specifically provided in this agreement.

#### **IV. LIMITATION ON ACCESS**

OCS and DJJ agree that CSSD should have inquiry only access to ORCA and JOMIS so CSSD may access and extract information from OCRA and JOMIS, including but not limited to:

- A. Client Information such as: Case name, Case Number, Client Number, Date of Birth, State of Birth, Social Security Number, Address, Household Members, Start and End Dates of Placement, Termination of Parental Rights Information, Child Adoption Information, Subsidized Guardianship Information, OCS Regional Office of Placement, Caseworker Name and Number and OCS Payment/Cost of Care; and,
- B. Parent or Guardian Information such as: Names, Addresses, Social Security Numbers, Dates of Birth, Family Numbers and Telephone Numbers.

CSSD's use of information extracted from ORCA and JOMIS shall be limited to the purposes listed below. Any use of the information other than to accomplish those purposes shall be construed to be a breach of this agreement and may result in the immediate restriction or termination of access to ORCA and/or JOMIS.

OCS and DJJ agree to:

- C. Provide CSSD with ORCA and JOMIS terminal access at CSSD's Anchorage Office through the WAN; and,
- D. Designate a contact person at OCS and DJJ to provide updated information upon request within a reasonable amount of time.

CSSD's access to ORCA and JOMIS shall be limited to authorized staff only. CSSD agrees that their authorized staff will consist of no more than eight (8) Child Support Specialist (CSSI), each of whom will have access to the system. Each individual will be identified by name and position control number (PCN). Each individual will sign the OCS User Agreement Form, provided by OCS, and the JOMIS User Agreement form, provided by DJJ. The identities of the authorized staff will be made available at least annually or upon request. Any changes to CSSD's authorized staff must be reported to OCS and DJJ. Changes in authorized staff include but are not limited to the following:

- E. Suspension or termination of employment.

- F. A change in the user's responsibilities which will no longer include the need for the user to access ORCA or JOMIS, or which require a change in profile or processing capability.
- G. Investigation of the staff for a breach of security or confidentiality in the use of ORCA and JOMIS or other confidential materials.

CSSD agrees that their authorized staff:

- H. Will be instructed on the confidential nature of information retrieved or accessed, on the restricted use of the information, and on the restricted access to the information.
- I. Will comply with the Office of Children's Services and the Division of Juvenile Justice rules and regulations relating to confidentiality, disclosure and use of information.
- J. Will comply with all applicable Federal and State statutes and regulations governing confidentiality, disclosure and use of information.
- K. Will safeguard their security keys, position control numbers (PCN's), usernames and passwords and any other access codes or identifiers.
- L. Will not disclose any information obtained from ORCA or JOMIS to any unauthorized entity or individual.
- M. Shall use ORCA and JOMIS and the information therein only for the purposes for which access to ORCA or JOMIS has been granted by the Department of Health and Social Services.

CSSD agrees to assign an individual to monitor CSSD staff compliance with the conditions of this Agreement. The CVSSD monitor will:

- N. Monitor methods by which the information is obtained.
- O. Immediately report to OCS or DJJ any changes in the status of authorized staff.
- P. Conduct frequent reviews to avoid possible security violations.
- Q. Report to OCS, DJJ, and the supervising CSSD official all breaches of security or confidentiality.
- R. Document and file any findings on breaches of security or confidentiality.

CSSD also agrees:

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- S. To establish operating procedures to assure that:
  - 1. Only authorized CSSD staff have access to the information obtained from ORCA and JOMIS
  - 2. All information obtained from ORCA and JOMIS is securely stored when not in use by authorized personnel.
  - 3. All hard copy information, disks, carbons, and other materials with confidential information are burned, shredded or otherwise similarly disposed of when no longer needed.
- T. That OCS and DJJ may at any time with or without advanced notice; conduct an assessment of CSSD staffs compliance with the conditions of the Agreement.
- U. To report any breach of security or confidentiality promptly to the administrating program office, DJJ, and OCS and to cooperate with OCS, DJJ, authorized Federal or State representatives, and law enforcement officials as deemed appropriate by OCS or DJJ.
- V. To provide to OCS and DJJ:
  - 1. a copy and any subsequent revisions of CSSD' monitoring procedures or guidelines;
  - 2. documentation of, or report of, monitoring findings regarding breach of security or confidentiality;
  - 3. operating procedures requested by OCS or DJJ related to ORCA and JOMIS.

#### **V. JOINT RESPONSIBILITIES OR OCS, DJJ AND CSSD**

- A. Provide an open dialogue to accomplish the purpose of this Agreement.
  - B. Provide technical assistance to each other in order to ensure the continued implementation of this agreement.
  - C. Designate one individual and a substitute to act as liaison between CSSD, DJJ, and OCS in all matters related to ORCA, JOMIS and the Agreement.
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The primary CSSD liaison will be:

CHARLES MCCORMICK

(Name)

Phone: 269-6980

Fax: 787-3140

The substitute CSSD liaison will be:

DIANA ALEMAN

(Name)

Phone: 269-6970

Fax: 787-3179

The primary OCS liaison will be:

DAVE COTE

(Name)

Phone: 465-2315

Fax: 465-3397

The substitute OCS liaison will be:

LINNEA OSBORNE

(Name)

Phone: 465-1292

Fax: 465-3397

The primary DJJ liaison will be:

Gerald Bailey, *Social Services*  
*Program Officer*

(Name)

Phone: 261-4301

Fax: 261-4321

The substitute DJJ liaison will be:

Karen Forrest, *Deputy Director*  
*Programs and Administration*

(Name)

Phone: 465-2339

Fax: 465-2333

## VI. DURATION OF AGREEMENT

CSSD staff access may be restricted or terminated, or this Agreement may be amended or terminated for cause, by a 30-day written notice from either party. Reasons for imposing the restrictions or termination of access, or of this Agreement, may include, but are not limited to:

- A. Breach of security or confidentiality.
- B. Misuse or unauthorized disclosure of information.

C. Change in Federal, State or Departmental regulations prohibiting or restricting access.

OCS and DJJ agree to notify CSSD of any intent to amend or terminate this Agreement and agree to give CSSD an opportunity to make the necessary adjustments in order to be in compliance with statutes or regulations.

The above terms, conditions, and responsibilities are agreed to by the following authorized signatories:

CSSD

OCS

By: John Mallonee

By: Marcia Kennai

JOHN MALLONEE  
Printed Name

MARCIA KENNAI  
Printed Name

DJJ

By: Patricia Ware 12/17/04

PATRICIA WARE, Division Director  
Printed Name

Dated: \_\_\_\_\_