

**MEMORANDUM OF UNDERSTANDING**  
**For Indigent Services Provider**  
**To Obtain Child Support Payment Information**

**I. PARTIES**

The parties entering into this agreement are:

The Idaho Department of Health and Welfare, Division of Welfare, Child Support Program, and

\_\_\_\_\_ (Indigent Services Provider) - Referred to as "IS" hereafter.

**II. PURPOSE**

The purpose of this agreement is to document the process provided by the Department that the IS will follow when requesting and receiving income verification information for a client's Child Support payment history. This process will only be used by IS employees that have a signed Authorization for Release of Information from the client, that the IS can receive information from the Department on the client's payment history.

**III. OBJECTIVES**

- The IS will request information by accessing and receiving it on the secured Idaho Child Support Web Site.
- All IS clients sign an Authorization for Release of Information prior to IS requesting the income verification information.

**IV. RESPONSIBILITIES**

**1. The Department will:**

- Upon receipt of this signed Memorandum of Understanding (MOU) from IS, create an account for IS and email instructions to the single point of contact on how to access and log in to the web site.
- Provide IS with income verification information on the secured Idaho child Support Web Site.
- Monitor as needed that the IS has signed Authorizations for Release of Information with their clients to obtain information for the IS from the Department on their behalf.

**2. IS will:**

- Obtain one secure Idaho Child Support Web Site login profile.

- Enter all of the required information in the web site fields to access their applicant's child support income information that will be used only to determine if the applicant qualifies for indigent services.
- Obtain Authorizations for Release of Information from clients that the Department is authorized to provide the IS with their income history.
- Keep the signed Authorizations for Release of Information on file for 3 years/36 months after the date that the client's services are provided, and, when requested, provide those to the Department's Contract Monitoring Team.
- Provide the Contract Monitoring Team with requested Authorizations for Release of Information forms so they can reconcile that IS had a release of information form for all clients that they requested information on from the Department.
- Review this MOU with all IS employees to ensure they understand the requirements of obtaining the Authorization for Release of Information and keeping them on file.

## **V. RESOLUTION**

### **1. The Department will:**

- Provide secure limited access to specific client income information on the Child Support Web Site
- Monitor, as needed, the clients signed Authorizations to Release Information

### **2. The IS will:**

- Only have one option to obtain the requested information, and that is to use the secure limited access to specific client information on the Child Support Web site.
- Not require clients to telephonically or electronically contact the Child Support office to request the income information.
- Not require clients to physically go into a Child Support office to request the income information.

## **VI. STANDARDS**

1. Any and all access of the Child Support website information governed by this MOU shall be limited to verification of child support income or expenses for authorized uses.
2. The IS will use the child support website only for the purposes intended in this MOU and will not cause confusion for child support workers or our customers. If this occurs, a review of the MOU and the use of the website will be reviewed at that time and access could be terminated.
3. If it is found that the IS workers are misusing the information and using it for purposes other than the appropriate use of the website as stated in this MOU, that person's access may be terminated.

**VII. CONTACTING THE DEPARTMENT**

1. **When the client has signed the release of information, the HA will:**
- Access the Child Support Web site for the requested information.
  - If the HA has any problems with accessing the website, they can call 208-334-4957, toll free 1-800-334-4957 or e-mail CSwebhelp@dhw.idaho.gov

**VIII. EFFECTIVE DATE AND LIFE OF AGREEMENT**

1. This Memorandum of Understanding shall constitute an agreement between both parties and shall remain in effect until terminated by either party.
2. Either party may terminate this agreement if such party can no longer fulfill the conditions based on existing or changes in rules, policies, resources, etc.

**IX. INFORMATION EXCHANGE/SHARING**

It is understood that the staff of all parties will adhere to the Confidentiality rules and guidelines of the Department, IDAPA 16, Title 5, Chapter 1, "Rules Governing the Protection and Disclosure of Department Records" and all applicable state and federal laws, rules and regulations pertaining to the confidentiality of, the disclosure of, information and records, as it relates to the activities of any party and the provisions of this agreement.

HA acknowledges that it may have an obligation, independent of this Memorandum, to comply with the Health Insurance Portability and Accountability Act (HIPAA), Sections 262 and 264 of Public Law 104-191, 42 USC Section 1320d, and federal regulations at 45 CFT Parts 160, 162 and 164. If applicable, HA shall comply with all amendments to the law and federal regulations made during the term of this Memorandum.

\_\_\_\_\_  
Idaho Department of Health and Welfare  
Division of Welfare, Child Support Program

\_\_\_\_\_  
Date

\_\_\_\_\_  
(Subsidized Housing Authority and/or Provider)

\_\_\_\_\_  
Date

# Individual User Agreement

## Child Support Services for Partners Portal

### Confidentiality and Non-Disclosure Agreement

1. My login information (user ID and password) is equivalent to my legal signature and I will not disclose my login information to anyone or allow anyone to access the portal using my login information.
2. I will not attempt to learn or use another's login information.
3. If I have reason to believe the confidentiality of my login information has been compromised, I will immediately notify the Department of Health and Welfare. [PartnerAccess@dhw.idaho.gov](mailto:PartnerAccess@dhw.idaho.gov)
4. I am responsible and accountable for all retrievals accessed under my login information, even if such action was made by another due to my intentional or negligent act or omission.
5. I will not access or request any information for which I have no business need.
6. I will not disclose any confidential information unless required to do so in the official capacity of my employment or contract.
7. I will not leave an active session unattended while signed on.
8. I understand that my use of the portal may be periodically monitored to ensure compliance with this agreement.
9. I agree that disclosure of confidential information is prohibited indefinitely, even after termination of employment or business relationship.
10. I further understand if I violate any of the above terms, my access could be terminated and I may also be subject to disciplinary action.

### Acknowledgment of Confidentiality and Non-Disclosure Agreement

1. Read the Confidentiality and Non-Disclosure Agreement.
2. Sign and date in the spaces provided on page 2.
3. Make a copy for your records
4. Return page 2 to the Department of Health and Welfare
  - Mail to: Idaho Child Support Program, PTC Bldg. 2<sup>nd</sup> floor, P O Box 83720, Boise, ID 83720-0036
  - Email to: [PartnerAccess@dhw.idaho.gov](mailto:PartnerAccess@dhw.idaho.gov)
  - Fax to: 208- 334-5571 Attn: Partner Access



**Acceptance**

**I have received, read, and accepted the terms of the Confidentiality and Non-Disclosure Agreement.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

(You may fill in the blue fields electronically or print this form and write in the open fields, please print clearly)

Your Name		Job Title	
Phone		Email	
Agency or Apartment Complex Name		Physical Address	
Manager's Name (if different)			
Phone		Email	
Parent Company or Housing Authority Name (if applicable)		Physical Address	
Name of Primary Contact for Parent Company			
Phone		Email	

