

MEMORANDUM OF UNDERSTANDING

Between

THE OFFICE OF THE COURT ADMINISTRATOR

And

THE AGENCY OF HUMAN SERVICES

I. PARTIES

The parties entering in to this electronic data dissemination agreement are the Office of the Court Administrator (CAO) and the Agency of Human Services (AHS).

II. PURPOSE

The purpose of this agreement is to facilitate electronic data access and collection by the AHS of court records maintained by the Vermont Case Access System (VCAS) and the Judicial Data Warehouse also known as the Juvenile Justice Data Center. The data is composed of two types, i.e., public records and records, including case and docket files, that are otherwise considered confidential and not available to the general public.

III. OBJECTIVE

The objective of this agreement is to provide to the AHS an electronic means of accessing data to use in order to coordinate, administer, and evaluate the activities and programs of all departments within the AHS. The AHS will use this data to coordinate its operations to analyze trends over time and to improve the timeliness and effectiveness of the AHS programs in order to better serve and protect the public. This agreement is entered into pursuant to Rule 6 of the Rules Governing Dissemination of Electronic Case Records and 12 V.S.A. § 5.

IV. CONDITIONS

A. The Court Administrator or his or her designee shall:

1. Develop jointly with the AHS best practice authentication and authorization methods to ensure that policies to limit and manage access to Vermont Case Access System (VCAS) and the Judicial Data Warehouse can be enforced.
2. Periodically review to ensure compliance with the terms of the agreement.
3. The CAO will assign each user an identifier and a password.

B. The Secretary or his or her designee shall:

1. Identify potential users of VCAS and the Judicial Data Warehouse within AHS and determine the kinds of access that should be available to each.
2. Contact the CAO to obtain training and other information including user identifiers needed to access the data.
3. Permit access only to employees who have a need for the information necessary to carry out the objectives described above. Contractors of AHS may be permitted access if AHS and CAO agree that it is in keeping with the intent of this agreement.
4. Assign a staff member to be responsible for enforcing appropriate use of the VCAS and the Judicial Data Warehouse system. The name of this individual must be provided to the CAO's Director of Research and Information Services' computer manager who must be notified if the assigned individual changes.
5. Enforce the security of all VCAS and Judicial Data Warehouse data at all times. Printed materials will be stored in a secure place. Staff will log out of the system when it is not in use and will not leave computers unattended if the data is accessible or displayed. Staff will not share identifiers or passwords or otherwise allow others to view this information.
6. Remove from the list of authorized users the name of an individual when that individual leaves or is no longer assigned to data access and collection duties. In no case shall a staff member use the identifier or password assigned to another individual.
7. Cooperate in the periodic security reviews conducted by CAO.

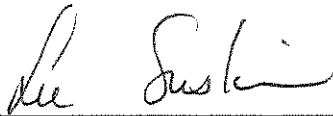
C. Common understanding

1. Both the CAO and the AHS will maintain client confidentiality as required by law. AHS employees who collect data under the terms of this agreement will sign a pledge to maintain the confidentiality and security of the information that they collect or have access to.
2. The parties shall meet current state and federal standards regarding the dissemination and collection of electronic data concerning court records and social security numbers.
3. The failure of the AHS to comply with any section of this agreement may result in immediate revocation or rescission of its terms in whole or part.

4. The parties acknowledge that the information contained in the VCAS and the Judicial Data Warehouse may be incomplete and/or inaccurate. Accordingly, the AHS recognizes that it uses the data at its own risk and agrees that it will not hold the CAO responsible for any errors or misrepresentations made by the AHS based on this data.
5. The CAO has the sole authority to modify the manner in which it obtains, records, organizes, stores, and /or archives the court data that is the subject of this agreement.

V. EFFECTIVE DATE AND LIFE OF AGREEMENT

- A. This agreement shall be effective upon signing and shall remain in effect until terminated by either party or upon expiration of its term of five years.
- B. The terms of this agreement may not be waived, altered, modified, amended or supplemented, except by written agreement of both parties.
- C. This agreement may be terminated by either party upon 90 days notice in writing delivered by certified mail or in person, or immediately pursuant to section IV,C,3.
- D. In addition, this agreement may be rendered null and void by changes in federal or state law or funding that prevents either or both parties from fulfilling the terms of the agreement. If this case should arise, each party agrees to notify the other as soon as possible.



Signature of Authorized CAO Official

1/23/09

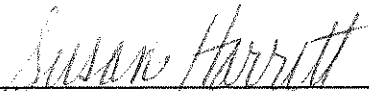
Date



Signature of Authorized AHS Official

1/29/09

Date



Signature of Assistant Attorney General for AHS

2/2/09

Date