

**PLAN OF COOPERATION BETWEEN THE SANTA CLARA COUNTY
DEPARTMENT OF CHILD SUPPORT SERVICES
AND THE SISKIYOU MODOC REGIONAL DEPARTMENT OF CHILD
SUPPORT SERVICES**

**I
PURPOSE**

This Plan of Cooperation (POC) is entered into by the SISKIYOU MODOC Regional Department of Child Support Services (SISKIYOU MODOC) and the Santa Clara County Department of Child Support Services (SANTA CLARA COUNTY). It is agreed that SANTA CLARA COUNTY will provide the services of one (1) half-time Child Support Specialist to SISKIYOU MODOC for the purpose of performing financial case work pertaining to SISKIYOU MODOC's child support cases. This Plan is made to assist both counties in the coordination of their respective efforts and the delineation of individual county responsibilities.

II

CONFIDENTIALITY

SANTA CLARA COUNTY and SISKIYOU MODOC shall comply with State and federal laws and regulations concerning safeguarding of information. (See California Family Code, section 17212, and 22 CCR, sections 11430, 111440.) No information that identifies any applicant or recipient of public assistance by name or address shall be disclosed to any committee or legislative body.

III

STANDARDS

The parties to this Plan agree to comply with Title IV-D of the Social Security Act, implementing regulations, and all federal and State regulations and requirements. The parties to this Plan shall maintain an organizational structure and sufficient staff to

ensure compliance with the timeframes for which they are responsible under this Plan of Cooperation and the requirements under State and federal law.

IV

RESPONSIBILITIES

Local child support agencies may, as provided by State law, enter into cooperative agreements with other agencies, as necessary, to carry out their responsibilities. When such cooperative agreements require that a delegation of duties be made, both the local child support agency delegating those responsibilities and the agency undertaking them shall be accountable for the execution of such duties and shall ensure all such functions are being carried out properly, securely, efficiently, and effectively.

A. SANTA CLARA COUNTY shall have the following responsibilities:

1. Ensure an appropriate level of staffing to assist SISKIYOU MODOC in processing its financial case information.
2. Maintain appropriate records to ensure that cases are being processed in accordance with the State and federally mandated case processing requirements.
3. Ensure that the Child Support Specialist assigned to assist SISKIYOU MODOC with its financial casework has the appropriate training and experience necessary to enable that person to perform the work in an accurate and efficient manner.
4. Cooperate and coordinate with SISKIYOU MODOC in order to facilitate the objectives of this POC, including providing SISKIYOU MODOC with information regarding changes in financial accounting policies and procedures that affect case processing.
5. Use any information it derives while working on SISKIYOU MODOC's cases only for purposes specifically authorized under this POC and applicable State and federal laws and regulations.

6. Protect all child-support information it receives pursuant to this POC against unauthorized access, at all times, in all forms.
7. Secure and maintain any computer systems, hardware, software applications, and data that will be used in the performance of this POC. This includes ensuring that all security patches, upgrades, and anti-virus updates are applied as appropriate to secure all information assets and data that may be used, transmitted, or stored on such systems during the performance of this POC.
8. Restrict any removal of SISKIYOU MODOC's child-support information from SANTA CLARA COUNTY's work location unless necessary to carry out the purposes of this POC.
9. Store any child-support information retrieved as a result of working on SISKIYOU MODOC's cases in a place physically secure from access by unauthorized persons.
10. Update SISKIYOU MODOC's financial records based on the relevant information present within the Child Support Enforcement System (CSE). If document images are available within CSE, the SANTA CLARA COUNTY financial worker will verify the information contained in those documents against the CSE legal document data.
11. SANTA CLARA COUNTY will perform financial case work for SISKIYOU MODOC, including but not limited to:
 - Work user generated AN011 tasks by Siskiyou Modoc workers assigned to Siskiyou Modoc's Financial Team
 - Work CSE generated tasks assigned to Siskiyou Modoc's CFW team
 - Perform SAT audits as required including generating OBM reports if appropriate
 - Review daily suspended collections and disbursements
 - Review daily and monthly excess disbursements
 - Review monthly Foster Care Pass-on and Excess disbursements
 - Work financial queries posted on the LCSA Secure website
 - Review participant and case merges relating to financials

- Respond to financial inquiries from Siskiyou and Modoc's HHS agency.

B. SISKIYOU MODOC shall have the following responsibilities:

1. Should it become necessary to require the presence of a financial worker from SANTA CLARA COUNTY in SISKIYOU MODOC's courts to testify to financial records, SISKIYOU MODOC agrees to try to use its best efforts to have the court and parties agree to permit the worker to appear by telephone. In those instances where the Santa Clara financial worker is required to personally appear in SISKIYOU MODOC pursuant to compulsory court process, SISKIYOU MODOC shall reimburse SANTA CLARA COUNTY for travel costs based on per diem rates in effect within Santa Clara County at the time the travel is undertaken.
2. Update CSE with all information necessary to provide accurate accounting records including, but not limited to, legal document data and participant demographics.
3. Scan and upload all relevant court documents associated with requests for financial work.
4. When necessary, research aid history and update the SISKIYOU MODOC participant public assistance records associated with case accounting requests and to do so in a timely fashion.
5. Cooperate and coordinate with SANTA CLARA COUNTY in order to facilitate the objectives of this POC, including providing SANTA CLARA COUNTY with information regarding any changes in the way SISKIYOU MODOC wishes its financial case information to be processed.
6. Ensure that SANTA CLARA COUNTY shall be exempt from payment of any fees or reimbursement for services, including but not limited to fees for providing certified or non-certified copies of documents and filing fees, in any action or

proceeding brought for the establishment of a child-support obligation or the enforcement of a child- or spousal-support obligation.

7. Work with Siskiyou and Modoc HHS to provide access to the C-IV system
8. Provide access to LCSA secure website IDB reports for SISKIYOU MODOC
9. Provide access to Statewide Audit Tool (SAT) for SISKIYOU MODOC.

C. SANTA CLARA COUNTY and SISKIYOU MODOC shall have the following mutual responsibilities:

1. SANTA CLARA COUNTY and SISKIYOU MODOC shall meet together periodically, at least quarterly, to discuss issues of mutual interest, concerns that may arise in connection with the handling of SISKIYOU MODOC's financial case processing, and updates on status of the work being undertaken. Best practices, trends, and outstanding issues shall also be discussed and analyzed.
2. SANTA CLARA COUNTY and SISKIYOU MODOC shall each designate a project manager to assume primary operational responsibility for the tasks undertaken under this POC.

SANTA CLARA COUNTY PROJECT MANAGER:
Mary K. Clesi
Departmental Fiscal Officer
(408)503-5308
mary.clesi@css.sccgov.org

SISKIYOU MODOC PROJECT MANAGER:
Gary W. Sams
Director
(530)841-2965
gsams@co.siskiyou.ca.us

V

AUDITS AND RECORD INSPECTION

A. Each party accepts responsibility for receiving, replying to, and/or complying with any audit by appropriate State and federal audit agencies that directly relate to the services to be performed under this POC. In addition, each party agrees to pay the

State's Liability to the federal government, which results from that party's failure to perform the service or comply with the conditions required by this Plan and identified by said audit.

B. Each party shall permit the authorized representative of the other party, the California Department of Child Support Services, or other appropriate State and federal audit agencies to inspect and/or audit, at any reasonable time, all data and records relating to performance, financial case processing, and billing to the State under this agreement.

VI

MODIFICATION

Requests to modify this POC may be made at any time. The party desiring the modification must give written notice to the other party's designated project manager at the address specified in Paragraph VIII of this POC. The modification notice must include the language of the proposed modification. After receipt of the notice of the proposed modification, the party receiving the notice will use its best efforts to schedule a timely meeting with the requesting party to discuss the proposed modification.

VII

CORRECTIVE ACTION PLAN

Should either party to this Plan be found deficient in any aspect of performance under this POC or fail to perform to the agreed standards, the deficient party will have the responsibility of submitting a proposed corrective action plan to the other party. The corrective action plan shall identify a specific action to be taken to correct the deficient performance and shall be submitted within thirty days after notification of deficiencies by either party. Should the deficient party fail to present a corrective action plan as required or take appropriate corrective action, the POC will automatically terminate.

VIII

TERMINATION

Either party may terminate this POC upon written notice to the address listed below sent to the attention of the project manager specified in this POC.

SANTA CLARA COUNTY DCSS'S NOTIFICATION ADDRESS:

880 Ridder Park Drive
San Jose, CA 95131

SISKIYOU MODOC REGIONAL DCSS'S NOTIFICATION ADDRESS:

PO Box 1047
Yreka, CA 960907

IX

FUNDING

This POC in no way impacts either county's State budget allocation. Instead, SANTA CLARA COUNTY will receive an adjustment to the calculation of cost-effectiveness at the end of the federal fiscal year. An amount covering the projected cost of one-half of the full costs (salary and benefits) of a Child Support Specialist in SANTA CLARA COUNTY will be deducted from SANTA CLARA COUNTY's expenditures for cost-effectiveness calculation.

X

INFORMATION SECURITY

SANTA CLARA COUNTY shall ensure that it has in place the following information-security safeguards:

A. SANTA CLARA COUNTY shall assign information-security responsibilities related to this POC to an information security officer and one additional contact who shall serve as the information security officer in the absence of the primary contact.

SANTA CLARA COUNTY shall notify SISKIYOU MODOC in writing as soon as practical of any designee changes.

INFORMATION SECURITY OFFICER:

Roberto Tercero
Senior Business
Information Technology Consultant
(408) 503-5387

ALTERNATE CONTACT:

Alfredo Mateo
Information Systems Manager II
(408) 503-5638
alfredo.mateo@css.sccgov.org

B. SANTA CLARA COUNTY shall ensure that it has in place the necessary policies and procedures to ensure that any information received as a result of SANTA CLARA COUNTY's work on SISKIYOU MODOC's child-support cases is used solely for the purposes authorized under this POC and released only in accordance with all State and federal laws and regulations.

- SANTA CLARA COUNTY will make information available to its employees on a need-to-know basis and only for the purposes authorized under this POC.
 - "Need-to-know" refers to only those authorized persons who need information to perform their official duties in connection with the purpose described in this POC.

C. SANTA CLARA COUNTY shall notify SISKIYOU MODOC of any information-security breach involving its case information obtained from CSE within two business days from the date it learns of the breach and shall cooperate with SISKIYOU MODOC in any investigations of information-security incidents. The notification must describe the incident in detail and provide contact information if different from the information security officer specified in this POC.

D. SANTA CLARA COUNTY shall provide annual security awareness training to its financial workers, and any other person, authorized to access any of the information derived as a result of working on SISKIYOU MODOC'S child-support cases.

E. SANTA CLARA COUNTY shall provide, annually, a signed confidentiality statement for its financial workers, and any other person, authorized to access any of the

information derived as a result of working on SISKIYOU MODOC's child-support cases.

- F. SANTA CLARA COUNTY shall ensure that all equipment used to access and view CSE information is in areas closed to the public and not viewable by the public. Any CSE information shall be destroyed when its business use has ended.
- G. All changes to SANTA CLARA COUNTY's systems, storage media, and network components used for CSE online access or services must be consistent with the California Department of Child Support Services Information Security Manual and compatible with CSE technical configuration requirements.
- H. SANTA CLARA COUNTY shall ensure that an access control program consisting of, at a minimum, a unique, individual user identifier and user-selected passwords for the persons authorized to access CSE is in place on every computer system within the Department. At a minimum, verification of manually keyed, unique user identifier and user-selected passwords shall be required for initiation of access.
- I. SANTA CLARA COUNTY shall ensure that all of its computers that are capable of accessing CSE will not be left unattended while in active log-on sessions within CSE unless secured by a functioning locking software device which prevents entry, viewing, or receipt of information by locking the computer after a short period of time, or unless such terminals are secured in a locked room which is not accessible to unauthorized personnel. All devices which contain unique identification codes used by SANTA CLARA COUNTY for verification of authorized access to CSE shall be secured against tampering.

XI **DURATION**

This POC shall become effective Sept 1, 2018 and shall remain in effect until June 30, 2019.

XII
EXECUTION OF SIGNATORIES

I have read and understand the POC. I agree to abide by its terms and conditions.

SANTA CLARA COUNTY


Signature of Ignacio Guerrero

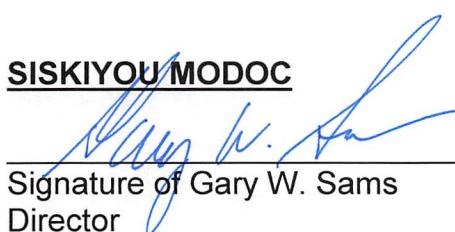
Director

Santa Clara County Department of Child
Support Services

7/12/18

Date

SISKIYOU/MODOC


Signature of Gary W. Sams

Director

Siskiyou Modoc Regional Department of Child
Support Services

7/23/18

Date

ATTEST:

COLLEEN SETZER, CLERK

COUNTY OF SISKIYOU

By: _____

Deputy

Date

Ray Haupt, Chair
Siskiyou County
Board of Supervisors

APPROVED AS TO FORM:

By _____

Edward J. Kiernan
County Counsel

Date

CALIFORNIA DEPARTMENT OF CHILD SUPPORT SERVICES APPROVAL

David Kilgore, Director

California Department of Child Support Services

Date