

**PLAN OF COOPERATION BETWEEN THE SOLANO COUNTY  
DEPARTMENT OF CHILD SUPPORT SERVICES  
AND NORTH COAST REGIONAL DEPARTMENT OF CHILD  
SUPPORT SERVICES**

**I  
PURPOSE**

The following Plan of Cooperation (POC) is entered between the Solano County Department of Child Support Services (SOLANO COUNTY) and the North Coast Regional Department of Child Support Services (NORTH COAST). It is agreed that SOLANO COUNTY will provide case management financial services support to NORTH COAST to address the staffing shortage in the area of financial case management. This POC is made to assist both counties in the coordination of their respective efforts and the delineation of individual county responsibilities.

**II  
CONFIDENTIALITY**

- A. Disclosure of Confidential Information. Each party hereby agrees to protect any and all confidential information obtained pursuant to the terms and conditions of this POC in accordance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, but not limited to, California Family Code section 17212, and 22 CCR sections 11430 and 111440.
- B. Continuing Compliance with Confidentiality Requirements. Each party hereby acknowledges that local, state and federal laws, regulations and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving and that amendment of this POC may be required to ensure compliance with such developments. Each party agrees to promptly enter into negotiations concerning an amendment to this POC embodying written assurances consistent with the requirements of HIPAA, expiration or termination of this POC.

### **III STANDARDS**

The parties to this POC 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 POC shall maintain an organizational structure and sufficient staff to ensure compliance with the timeframes for which they are responsible under this POC 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. SOLANO COUNTY shall have the following responsibilities:

- 1 Ensure an appropriate level of staffing to assist NORTH COAST in processing financial case information for approximately one-half of its caseload of 5748 (September 2021 data) as well as occasional full caseload support upon mutual agreement of both parties to cover for vacations or other lengthy absences of NORTH COAST financial case management staff.
- 2 Maintain appropriate records to ensure that cases are being processed in accordance with State and federally mandated case processing requirements.
- 3 Ensure that staff assigned to work NORTH COAST's cases have the appropriate training and experience necessary to perform the work in an accurate and efficient manner.

- 4 Cooperate and coordinate with NORTH COAST to facilitate the objectives of this POC, including providing NORTH COAST with information regarding changes in financial accounting policies and procedures that affect case processing.
- 5 Use any information it derives while working on NORTH COAST 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 as required under State and federal regulations.
- 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 NORTH COAST child-support information from SOLANO 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 NORTH COAST's cases in a place physically secure from access by unauthorized persons.
- 10 Update NORTH COAST's accounting records based on the relevant information present within the Child Support Enforcement System (CSE). If document images are available within CSE, the financial case manager will verify the information contained in those documents against the CSE legal document data.

B. NORTH COAST shall have the following responsibilities:

- 1 Should it become necessary to require the presence of SOLANO COUNTY's accounting clerk or technician in Humboldt or Trinity County courts to testify regarding financial records or information about which it has knowledge, NORTH COAST agrees to try to

use its best efforts to have the court and parties agree to permit staff to appear remotely. Every effort shall be undertaken to avoid travel; in those instances where staff is required to personally appear in either county pursuant to compulsory court process, NORTH COAST shall reimburse SOLANO COUNTY for any per diem costs incurred by staff at the then-prevailing mileage and per diem rates in effect within SOLANO COUNTY at the time the travel is undertaken.

- 2 Provide SOLANO COUNTY with as much notice as possible, optimally at least two weeks, of the need for financial case management for the full caseload of approximately 5748 cases.
- 3 Cooperate and coordinate with SOLANO COUNTY to facilitate the objectives of this POC, including providing SOLANO with information regarding any changes in the way its financial case information is to be processed.
- 4 Ensure that SOLANO 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 and arising from services provided pursuant to this agreement.
- 5 NORTH COAST will provide backup documentation for any case management financial changes needed including public assistance status, tax intercept, collection, and anything else needed.

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C. SOLANO COUNTY and NORTH COAST shall have the following mutual responsibilities:

1. SOLANO COUNTY and NORTH COAST shall meet together periodically, at least twice per fiscal year, to discuss issues of mutual interest, concerns that may arise in connection with the handling of NORTH COAST's financial case processing, and updates on status of the work being undertaken. Best practices, trends, and outstanding issues shall also be discussed, and work agreements documented in a Work Detail Agreement.

2. SOLANO COUNTY and NORTH COAST shall each designate a project manager to assume primary operational responsibility for the tasks undertaken under this POC.

**SOLANO COUNTY PROJECT MANAGER:**

Darice Bolko  
Supervising Child Support Specialist  
707-784-3601  
DNBOLKO@SOLANOCOUNTY.COM

**NORTH COAST PROJECT MANAGER:**

Elisabeth Holloway  
Assistant Director  
(707) 441-3235  
[emholloway@co.humboldt.ca.us](mailto:emholloway@co.humboldt.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 POC and identified by said audit.
- B. Each party hereby agrees to make any and all records, documents and other evidence relating to its performance hereunder available during normal business hours to inspection, audit and reproduction by any duly authorized local, state and/or federal agencies for a period of three (3) years after expiration or termination of this POC, or as otherwise required by any and all local, state and federal laws, regulations or standards. Each party further agrees to allow interviews of any of its employees who might reasonably have information related to such records by any duly authorized local, state and/or federal agencies. Any and all examinations and audits conducted pursuant to the terms and conditions of this POC shall be strictly confined to those matters connected with either party's performance hereunder, including, without limitation, the costs associated with the administration of this POC. 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, case processing, and billing to the State under this agreement.

## **VI MODIFICATION**

This POC may be amended at any time during the term hereof upon the mutual consent of both parties. No addition to, or alteration of, the terms of this POC shall be valid unless made in writing and signed by an authorized representative of each party hereto.

## **VII CORRECTIVE ACTION PLAN AND DISPUTE RESOLUTION**

- A. Should either party to this POC 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.
- B. Each party hereby agrees to make their best efforts to resolve any and all disputes arising hereunder, or relating hereto, by good faith discussion whenever possible. If either party believes that a breach of this POC has occurred or is not satisfied that a dispute has been resolved, either party may request to meet and confer with their DCSS Regional Administrators and the other party.

**VIII  
TERMINATION**

Either party may terminate this POC upon sixty (60) days written notice delivered as specified in this POC.

**IX  
FUNDING**

This POC in no way impacts either county's State budget allocation. Solano County reserves the right to seek cost effectiveness credits in the future from the California Department of Child Support Services based on workload impacts.

**X  
INFORMATION SECURITY**

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

- A. SOLANO 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. SOLANO COUNTY shall notify NORTH COAST in writing as soon as practical of any designee changes.

**INFORMATION SECURITY OFFICER:**

Primary: Darice Bolko, Supervising Child Support Specialist  
Secondary: Kellie Sweeney, Program Manager

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- B. SOLANO COUNTY shall ensure that it has in place the necessary policies and procedures to ensure that any information received as a result of SOLANO COUNTY's work on NORTH COAST'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.

- SOLANO 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. SOLANO COUNTY shall notify NORTH COAST 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 NORTH COAST 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. SOLANO COUNTY shall provide annual security awareness training to the appropriate staff, and any other person, authorized to access any of the information derived as a result of working on NORTH COAST’S child support cases.
- E. SOLANO COUNTY shall provide annually a copy of the signed confidentiality statement for the financial case manager, and any other person, authorized to access any of the information derived as a result of working on NORTH COAST’s child-support cases.
- F. SOLANO 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 SOLANO 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, IRS Publication 1075 and compatible with CSE technical configuration requirements.
- H. SOLANO 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. SOLANO COUNTY shall ensure that any computer 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 SOLANO COUNTY for verification of authorized access to CSE shall be secured against tampering.

**XI  
DURATION**

This POC shall become effective October 1, 2021 and shall remain in effect until September 30, 2022

**XII  
SEVERABILITY**

If any provision of this POC, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this POC.

**XIII  
FORCE MAJEURE**

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control, and without the fault or negligence, of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, pandemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing

**XIV  
ENTIRE AGREEMENT**

This POC contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this POC shall be deemed to exist or to bind either of the parties hereto. In addition, this POC shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and conditions of this POC are hereby ratified.

**XV  
COUNTERPART EXECUTION**

This POC, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This POC, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this POC, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this POC and any amendments hereto.

**XVI  
AUTHORITY TO EXECUTE**

Each person executing this POC represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this POC. Each party represents and warrants to the other that the execution and delivery of this POC and the performance of such party's obligations hereunder have been duly authorized.

**XVII  
NUCLEAR-FREE HUMBOLDT COUNTY ORDINANCE COMPLIANCE**

By executing this Agreement, SOLANO COUNTY certifies that it is not a Nuclear Weapons Contractor, in that SOLANO COUNTY is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear-Free Humboldt County Ordinance. SOLANO COUNTY agrees to notify NORTH COAST immediately if it becomes a Nuclear Weapons Contractor as defined above. NORTH COAST may immediately terminate this Agreement if it determines that the foregoing certification is false or if SOLANO COUNTY subsequently becomes a Nuclear Weapons Contractor.

**XVIII  
ASSIGNMENT**

Neither party shall delegate its duties nor assign its rights hereunder, either in whole or in part, without the other party's prior written consent. Any assignment by either party in violation of this provision shall be void and shall be cause for immediate termination of this Agreement. This provision shall not be applicable to service Agreements or other arrangements usually or customarily entered into by either party to obtain supplies, technical support or professional services.

**XIX  
AGREEMENT SHALL BIND SUCCESSORS**

All provisions of this Agreement shall be fully binding upon, and inure to the benefit of, the parties and to each of their heirs, executors, administrators, successors and permitted assigns.

**XX  
JURISDICTION AND VENUE**

This Agreement shall be construed in accordance with the laws of the State of California. Any dispute relating hereto shall be litigated in the State of California and venue shall lie in the County of Humboldt unless transferred by court order pursuant to California Code of Civil Procedure Sections 394 or 395.

**XXI  
CONFLICTING TERMS OR PROVISIONS**

In the event of any conflict in the terms or conditions set forth in any other agreements in place between the parties hereto and the terms and conditions set forth in this Agreement, the terms and conditions set forth herein shall have priority.

**XXII  
NO WAIVER OF DEFAULT**

The waiver by either party of any breach of this POC shall not be deemed to be a waiver of any such breach in the future, or of the breach of any other requirement of this POC.

**XXIII  
PROVISIONS REQUIRED BY LAW**

This POC is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the terms, conditions or funding of this POC. This POC shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or incorrectly stated, the parties agree to amend the pertinent section to make such insertion or correction.

**XXIV  
COMPLIANCE WITH APPLICABLE LAWS, REGULATIONS AND STANDARDS**

- A. General Legal Requirements. Each party hereby agrees to comply with any and all local, state and federal laws, regulations, policies, procedures and standards applicable to its performance hereunder.
- B. Licensure Requirements. Each party hereby agrees to comply with any and all local, state and federal licensure, certification and accreditation standards applicable to its performance hereunder.
- C. Accessibility Requirements. Each party hereby agrees to comply with any and all applicable accessibility requirements set forth in the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, as amended, California Government Code Section 1135 and any current and future implementing regulations, policies, procedures and standards promulgated thereunder,

including, without limitation, the federal accessibility standards set forth in 36 C.F.R. Section 1194.1, all as may be amended from time to time.

D. Conflict of Interest Requirements. Each party hereby agrees to comply with any and all applicable conflict of interest requirements set forth in the California Political Reform Act and any current and future implementing regulations, policies, procedures and standards promulgated thereunder.

**XXV  
INTERPRETATION**

This POC, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it.

**XXVI  
INDEPENDENT CONSTRUCTION**

The titles of the sections and subsections set forth herein are inserted for convenience of reference only and shall be disregarded in construing or interpreting any of the provisions of this POC.

**XXVII  
NOTICES**

Any and all notices required to be given pursuant to the terms and conditions of this POC shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

North Coast:	North Coast Regional DCSS Attention: Elisabeth Holloway, Assistant Director 2420 6th Street, Eureka, California 95501
Solano:	Solano County DCSS Attention: Darice Bolko, Supervising Child Support Specialist 675 Texas St,

**XXVIII  
HOLD HARMLESS**


NORTH COAST and SOLANO COUNTY shall each defend, hold harmless, and indemnify the other party, its governing board, officers, officials, administrators, agents, employees, volunteers, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to, consequential damages, loss of use, extra expense, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with the service hereunder, that arise out of or result from, in whole or in part, the negligent, wrongful, or willful acts or omissions of the indemnifying party, its employees, volunteers, agents, subcontractors, consultants, or other representatives. This indemnity provision shall survive the termination or expiration of this agreement and is an addition to any other rights or remedies that NORTH COAST and SOLANO COUNTY may have under law or under this agreement.

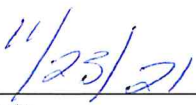
**XXIX  
SURVIVAL OF PROVISIONS**

The obligations set forth in section II - Confidential Information shall survive the expiration or termination of this agreement

**XXX  
EXECUTION OF SIGNATORIES**

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

  
\_\_\_\_\_  
Pamela K. Posehn  
Director  
Solano County Department of Child  
Support Services

  
\_\_\_\_\_  
Date

\_\_\_\_\_  
Bennett Hoffmann  
Director  
North Coast Regional Department of Child  
Support Services

\_\_\_\_\_  
Date

**CALIFORNIA DEPARTMENT OF CHILD SUPPORT SERVICES APPROVAL**

\_\_\_\_\_  
David Kilgore  
Director  
California Department of Child Support Services

\_\_\_\_\_  
Date