



## COUNTY OF HUMBOLDT

AGENDA ITEM NO.

**C-2**

For the meeting of: September 23, 2014

Date: August 29, 2014

To: Board of Supervisors

From: M. Lisa Dugan, Director, Department of Child Support Services

Subject: APPROVAL AND EXECUTION OF PLAN OF COOPERATION FOR FISCAL SERVICES BETWEEN THE HUMBOLDT COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES AND THE TRINITY COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES FOR JULY 1, 2014, THROUGH JUNE 30, 2015

### RECOMMENDATION(S):

That the Board of Supervisors:

1. Approve and execute the Plan of Cooperation for fiscal services between the Humboldt County Department of Child Support Services and the Trinity County Department of Child Support Services for July 1, 2014, through June 30, 2015; and
2. Authorize the Director of the Department of Child Support Services to sign all future Plans of Cooperation for fiscal services between the Humboldt County Department of Child Support Services and the Trinity County Department of Child Support Services.

### SOURCE OF FUNDING:

Child Support Services Fund

Prepared by M. Lisa Dugan

CAO Approval

*Cheryl Dillingham*

#### REVIEW:

Auditor County Counsel *BA* Personnel Risk Manager Other

#### TYPE OF ITEM:

☒ Consent  
☐ Departmental  
☐ Public Hearing  
☐ Other

#### PREVIOUS ACTION/REFERRAL:

Board Order No. \_\_\_\_\_

Meeting of: \_\_\_\_\_

#### BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor *Bass* Seconded by Supervisor *Sundberg*  
Ayes *Sundberg, Lovelace, Bahn, Fennell, Bass*  
Nays  
Abstain  
Absent

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: *Sept. 23, 2014*

By: *Kathy Hayes*  
Kathy Hayes, Clerk of the Board

## DISCUSSION:

Over the past four years, the Humboldt County Department of Child Support Services (Humboldt DCSS) has provided financial case management services to the Trinity County Department of Child Support Services (Trinity DCSS). This came about because of Trinity DCSS's inability to adequately fill their financial case worker position. State DCSS seeks shared-services agreements such as this between local agencies throughout the State as a means of creating efficiencies and making the best use of local expertise.

Humboldt DCSS has, through this agreement, forged excellent relationships with staff in Trinity, improved cost-effectiveness, and enabled its Fiscal Tech to build new competencies through her work with Trinity DCSS staff. Trinity DCSS's caseload size is very small; the workload from it is easily absorbed. A statewide computer system enables Humboldt DCSS to perform the work from the Humboldt DCSS worksite.

The Department of Child Support Services is requesting that the Board of Supervisors approve and execute the Plan of Cooperation between the Humboldt DCSS and the Trinity County DCSS for fiscal services for July 1, 2014, through June 30, 2015. This agreement was delayed in presentation to the Board due to staffing changes and delays in review.

Further, the Department requests that the Board of Supervisors authorize the Director of the Department of Child Support Services to sign all future Plans of Cooperation between the Humboldt DCSS and the Trinity DCSS for financial case management services.

## FINANCIAL IMPACT:

There is no financial impact to Humboldt County Department of Child Support Services. Humboldt DCSS receives credit toward cost-effectiveness equivalent to approximately \$40,000 annually.

This agenda item supports the Board's Strategic Framework by allowing the Department of Child Support Services to provide community-appropriate levels of support, manage our resources to ensure sustainability of services, and invest in County employees.

## OTHER AGENCY INVOLVEMENT:

Trinity County Department of Child Support Services

## ALTERNATIVES TO STAFF RECOMMENDATIONS:

Your Board may choose to decline to execute the Plan of Cooperation. In that case, Humboldt DCSS will not provide fiscal services to Trinity DCSS and will not see a benefit in the Fiscal Year 2014-15 cost-effectiveness. Trinity DCSS would then be without financial case management until they were able to successfully recruit and hire staff to do this work.

## ATTACHMENTS:

Two (2) copies of the Plan of Cooperation between the Humboldt County Department of Child Support Services and the Trinity County Department of Child Support Services for fiscal services for July 1, 2014, through June 30, 2015. Please sign and return both the Department of Child Support Services so that they may be forwarded to the State Department of Child Support Services approval.



**PLAN OF COOPERATION  
BETWEEN THE HUMBOLDT COUNTY DEPARTMENT OF  
CHILD SUPPORT SERVICES  
AND THE TRINITY COUNTY DEPARTMENT OF CHILD  
SUPPORT SERVICES**

CONTRACT NUMBER	CSS
14-149	COUNTY ORIGINAL

**I  
PURPOSE**

This Plan of Cooperation (POC) is entered into by the Trinity County Department of Child Support Services (TRINITY COUNTY) and the Humboldt County Department of Child Support Services (HUMBOLDT COUNTY). It is agreed that HUMBOLDT COUNTY will provide the services of one (1) half-time accounting technician to TRINITY COUNTY for the purpose of doing the financial casework pertaining to TRINITY COUNTY'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**

HUMBOLDT COUNTY and TRINITY COUNTY shall comply with State and federal laws and regulations concerning the 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 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 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. HUMBOLDT COUNTY shall have the following responsibilities:

1. Ensure an appropriate level of staffing to assist TRINITY COUNTY 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 accounting technician assigned to assist TRINITY COUNTY 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 TRINITY COUNTY in order to facilitate the objectives of this POC, including providing TRINITY COUNTY with information regarding changes in financial accounting policies and procedures that affect case processing.
5. Use any information it derives while working on TRINITY COUNTY'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 TRINITY COUNTY's child-support information from HUMBOLDT 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 TRINITY COUNTY's cases in a place physically secure from access by unauthorized persons.
10. Update TRINITY COUNTY's accounting records based on the relevant information present within the Child Support Enforcement System (CSE). If document images are available within CSE, the accounting technician will verify the information contained in those documents against the CSE legal document data.
11. Review the following Queries posted periodically to the LCSA Secure website and process any necessary corrections: Q111- Stale Dated Checks; Q152 – PAA and no UAP; Q227 – Obsolete Payee; Q303 – Inactive CUCA; Q356 – Charging instructions not closed before case closed; Q411 – Child level split inactivated; and Q428 – Bal Regen not committed.
12. Work tasks assigned by caseworkers daily (AN001).
13. Work system-generated and CFW tasks: BR002; CM054; CM104; CM115; CM118; FM006; FM009; FM019; FM026; FM207; FM500; LG008; LG009; LG010; LG011; IT002.
14. Review suspended Collections daily.
15. Review suspended Disbursements daily.
16. Review excess payments daily.



17. Complete audits requested by caseworkers or if needed as result of query.
  18. Complete account adjustments requested by caseworkers, due to court orders or as otherwise necessary.
  19. Respond to buy-back inquiries from Trinity Health and Human Services.
- B. TRINITY COUNTY shall have the following responsibilities:
1. Should it become necessary to require the presence of HUMBOLDT COUNTY's accounting technician in Trinity County's courts to testify to financial records, TRINITY COUNTY 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 accounting technician is required to personally appear in Trinity County pursuant to compulsory court process, TRINITY COUNTY shall reimburse HUMBOLDT COUNTY for any per diem costs incurred by the accounting technician at the then-prevailing mileage and per diem rates in effect within Humboldt 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 TRINITY COUNTY participant records associated with case accounting requests and to do so in a timely fashion.
  5. Cooperate and coordinate with HUMBOLDT COUNTY in order to facilitate the objectives of this POC, including providing HUMBOLDT COUNTY with information regarding any changes in the way TRINITY COUNTY wishes its financial case information to be processed.
  6. Ensure that HUMBOLDT 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 Trinity Health and Human Services to provide passwords for the C-IV system.

8. Provide HUMBOLDT COUNTY a password to the LCSA secure website IDB reports for Trinity County.

C. HUMBOLDT COUNTY and TRINITY COUNTY shall have the following mutual responsibilities:

1. HUMBOLDT COUNTY and TRINITY COUNTY shall meet together periodically, at least quarterly, to discuss issues of mutual interest, concerns that may arise in connection with the handling of TRINITY COUNTY'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. HUMBOLDT COUNTY and TRINITY COUNTY shall each designate a project manager to assume primary operational responsibility for the tasks undertaken under this POC. At the time of the signing of this POC, the respective project managers are:

**HUMBOLDT COUNTY PROJECT MANAGER:**

Dawn Bressler  
Staff Service Manager  
(707) 441-3269  
dawn.bressler@co.humboldt.ca.us

**TRINITY COUNTY PROJECT MANAGER:**

Robin McStay  
Director/Attorney  
(530) 623-1306 (Ext. 120)  
McStay.Robin@trinity.cse.ca.gov

**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, 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.



HUMBOLDT COUNTY'S NOTIFICATION ADDRESS:

2420 6<sup>th</sup> Street, Eureka, CA 95501

TRINITY COUNTY'S NOTIFICATION ADDRESS:

P.O. Box 489, Weaverville, CA 96093

**IX  
FUNDING**

This POC in no way impacts either county's State budget allocation. Instead, HUMBOLDT COUNTY and TRINITY COUNTY agree to an adjustment to their budgets at fiscal year's end for the purpose of calculating cost-effectiveness. An amount covering the projected cost of one-half of the full costs (salary and benefits) of an accounting technician will be added to TRINITY COUNTY's allocation and deducted from HUMBOLDT COUNTY's allocation at year's end.

**X  
INFORMATION SECURITY**

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

- A. HUMBOLDT 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. HUMBOLDT COUNTY shall notify TRINITY COUNTY in writing as soon as practical of any designee changes.

INFORMATION SECURITY OFFICER:

Cito Torres  
Information Services Supervisor  
(707) 441- 3293  
[cjtorres@co.humboldt.ca.us](mailto:cjtorres@co.humboldt.ca.us)

ALTERNATE CONTACT:

Don Miller  
Information System Coordinator III  
(707) 441-3221  
[dwmiller@co.humboldt.ca.us](mailto:dwmiller@co.humboldt.ca.us)

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

work on TRINITY COUNTY'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.

1. HUMBOLDT COUNTY will make information available to its employees on a need-to-know basis and only for the purposes authorized under this POC.
  - a. "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. HUMBOLDT COUNTY shall notify TRINITY COUNTY of any information-security breach involving its case information obtained from CSE within two business day from the date it learns of the breach and shall cooperate with TRINITY COUNTY 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. HUMBOLDT COUNTY shall provide annual security awareness training to the CFW, and any other person, authorized to access any of the information derived as a result of working on TRINITY COUNTY'S child-support cases.
- E. HUMBOLDT COUNTY shall provide, annually, a signed confidentiality statement provided by TRINITY COUNTY for the CFW, and any other person, authorized to access any of the information derived as a result of working on TRINITY COUNTY's child-support cases.
- F. HUMBOLDT 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 HUMBOLDT 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. HUMBOLDT 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. HUMBOLDT 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 HUMBOLDT COUNTY for verification of authorized access to CSE shall be secured against tampering.

## **XI DURATION**

This POC shall become effective July 1, 2014, and shall remain in effect until June 30, 2015.

**XII  
EXECUTION OF SIGNATORIES**

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

  
~~JUDITH N. PFLUEGER, Chairman~~  
Trinity County Board of Supervisors

8/12/14  
Date

  
~~REX BOHN, Chairman~~ Estelle Fennell, Vice  
Humboldt County Board of Supervisors Chair

9/23/2014  
Date

**CALIFORNIA DEPARTMENT OF CHILD SUPPORT SERVICES APPROVAL**

\_\_\_\_\_  
Alisha A. Griffin, Director  
California Department of Child Support Services

\_\_\_\_\_  
Date

APPROVED AS TO FORM	14-149	
	INITIAL	DATE
CC	mw	7/25/14
AUD	de	7/30/14
CAO	WT	7/31/14