

CALIFORNIA DEPARTMENT OF CHILD SUPPORT SERVICES

P.O. Box 419064, Rancho Cordova, CA 95741-9064



February 19, 2021

CSSP LETTER: 21-02

ALL IV-D DIRECTORS
 ALL COUNTY ADMINISTRATIVE OFFICERS
 ALL BOARDS OF SUPERVISORS

<u>Reason for this Transmittal</u>
<input type="checkbox"/> State Law, Regulation and/or Change
<input type="checkbox"/> Federal Law, Regulation Change
<input type="checkbox"/> Court Order or Settlement Change
<input type="checkbox"/> Clarification requested by One or More Counties
<input checked="" type="checkbox"/> Initiated by DCSS

SUBJECT: REVISIONS TO FEDERAL FISCAL YEAR 2021 CALIFORNIA STATE /
 LOCAL CHILD SUPPORT AGENCY PLAN OF COOPERATION

REFERENCE: Supersedes CSSP Letter 19-04, dated May 23, 2019

PURPOSE: In accordance with Family Code § 17304(a), the California Department of Child Support Services (DCSS) is revising the current State / Local Child Support Agency (LCSA) Plan of Cooperation (POC) for Federal Fiscal Year 2021, commencing May 20, 2021.

The POC reflects Child Support Program responsibilities for both DCSS and LCSAs. DCSS recognizes that the prior POC just renewed and went into effect on October 1, 2020; however the Internal Revenue Service (IRS) requires Exhibit 7 of IRS Publication 1075 be added to the POC. Since this change is required, we have taken the opportunity to make additional minor changes noted below.

- References to paternity have been replaced with parentage
- References to Custodial Parent (CP) have been replaced with Persons Ordered to Receive Support (PRS)
- References to Non-Custodial Parent (NCP) have been replaced with Parents Ordered to Pay Support (PPS)
- Exhibit 7, *Safeguarding Contract Language*, of IRS Publication 1075 has been attached
- Clarifying language has been added to the LCSA responsibilities section regarding litigation, writs and appeals
- Clarifying language has been added regarding expenditure claims formerly submitted through the CS356 system, which are now submitted into the Budget and Expenditure Claiming Application (BECA)

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ACTION: The LCSA Director should sign and submit the POC via email to DCSSLCSAFiscalandAdminSupport@dcss.ca.gov no later than May 20, 2021. Adobe PDF e-signatures are accepted for this document.

If your local approval process requires wet signatures and/or multiple copies, please mail the LCSA signed POC to the address below and specify how many copies of the fully executed document are required.

POC documents requiring wet signatures will be signed by the DCSS Director and returned by mail to the LCSA Director. A fully executed copy of the POC will be uploaded into the Cooperative Agreement Tracking System (CATS) and made 'Active' by the DCSS CATS Administrator.

Please return the signed POC to:

California Department of Child Support Services
Attention: Financial Services Branch,
LCSA Fiscal and Administrative Support Section
P.O. Box 419064, MS 621
Rancho Cordova, California 95741-9064

Following this revision, the POC will automatically renew on October 1, 2021, and be subject to amendment as needed to reflect new or revised state and federal laws, regulations, and requirements. The POC will continue to automatically renew at the beginning of subsequent federal fiscal years, unless new laws, regulations, or requirements necessitate an update.

CONTACT: Please contact your Regional Administrator if you are unable to meet the deadline prescribed above.

If you have any questions regarding the submittal of this agreement to DCSS or updates made to the FFY 2021 POC, please contact the Policy, Program and Statewide Training Branch at (916) 464-5883.

Sincerely,

o/s

BRIAN HOCKING
Deputy Director
Child Support Services Division

CALIFORNIA
DEPARTMENT OF
CHILD SUPPORT SERVICES

STATE
LOCAL CHILD SUPPORT AGENCY

PLAN OF COOPERATION

FFY 2021

OCTOBER 1, 2020 – SEPTEMBER 30, 2021

Amended May 20, 2021



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SECTION I: PURPOSE

The purpose of this State / LCSA Plan of Cooperation, hereinafter referred to as the “POC,” is to define responsibilities for securing child support, including child support establishment, collection, and disbursement services; medical support; determining paternity; and providing other public services in accordance with the provisions of Title IV-D of the Social Security Act, Title 42 USC § 651 et seq., hereinafter referred to as “Title IV-D,” “Title IV-D program,” or “Title IV-D services.”

This POC is between the Department of Child Support Services, hereinafter referred to as the “Department” or “DCSS” and the Department of Child Support Services, hereinafter referred to as the “Local Child Support Agency” or “LCSA.”

SECTION II: AUTHORITY

Family Code (FC) § 17202 designates the Department as the single organizational unit whose duty it shall be to administer the Title IV-D state plan for securing child and spousal support, medical support, and determining paternity. State plan functions shall be performed by other agencies as required by law, by delegation of the Department, or by cooperative agreements.

FC § 17304(a) requires the Director of the Department to negotiate and enter into cooperative agreements with county and state agencies to carry out the requirements of the state plan for administering the Title IV-D child support program.

FC § 17304(b) requires the Director of the Department to have direct oversight and supervision of the Title IV-D operations of the LCSA. No other local or state agency shall have any authority over the LCSA as to any function relating to its Title IV-D operations.

FC § 17314(b) requires Regional Administrators to oversee the LCSAs to ensure compliance with all state and federal laws and regulations.

SECTION III: GENERAL PROVISIONS

The Department and LCSA shall comply and work in collaboration with all provisions of this POC, Title IV-D of the Social Security Act, and all federal and state laws, regulations, policies and directives.

SECTION IV: DEPARTMENT RESPONSIBILITIES

Per FC § 17304(c), and as a condition of disbursing federal and state funds to the LCSA, ensure a current, signed POC is on file. Amend the POC to reflect new or revised federal and state laws, regulations, policies, and directives as necessary. The Department shall ensure that the LCSA has the POC within 60 days of effective date in order to acquire appropriate approvals.

- 1) Per FC § 17306(a), develop, adopt and disseminate forms, policies, and procedures to inform the LCSA and other appropriate county agencies of federal and state law, policies, standards, procedures, and instructions relative to Title IV-D services.
- 2) Per FC § 17310, formulate, adopt, amend, or repeal regulations affecting the purposes, responsibilities, and jurisdiction of the Department consistent with the law and necessary for the administration of the state plan for securing child support and enforcing spousal support and determining paternity.
- 3) Communicate with the Judicial Branch Partners regarding statewide uniformity issues, statewide standards, LCSA/local court handling of LCSA cases and workload priorities.
- 4) Per 45 CFR § 302.12(a)(2), maintain an organizational structure and sufficient staff to efficiently and effectively administer and supervise all automation functions for which it is responsible under the Title IV-D state plan and other federal and state automation requirements.

- 5) Initiate legislation, as appropriate, to improve clarity and efficiency of the child support program and ensure compliance with federal and state laws, regulations, policies, and directives. Consider legislative initiatives proposed to the Department by the LCSA.
- 6) Analyze pending legislation to identify the impact to the child support program if enacted.
- 7) Provide quarterly summaries of statewide customer service survey results to the LCSA.

A. Case Management

1) Case Processing

Establish and maintain systems and procedures to facilitate the LCSA administration of the Title IV-D program.

- a) Per 45 CFR §302.51(a)(1), accurately collect and distribute child support, medical support, and spousal support payments in accordance with federal and state laws, regulations, policies, and directives. Take all steps necessary to minimize undistributed collections.
- b) Extend the full range of Intergovernmental services available under the Title IV-D plan per 45 CFR §302.36.

2) Case Record Maintenance

Per 45 CFR §302.85, manage the Child Support Enforcement (CSE) system and maintain CSE data in accordance with federal and state laws, regulations, policies, and directives for the administration of the Title IV-D program.

3) *Record Retention*

Maintain all closed Title IV-D case records in CSE for a period of four years and four months from the date of case closure, per 22 California Code of Regulations (CCR) § 111450, unless the case is subject to an open federal or state audit, civil litigation, or a court order which extends the retention period.

Maintain case records that contain IRS federal tax information (FTI) for a period of seven years, per IRS Publication 1075 Section 9.3.3.10.

When required by law, such as FC § 17400(b)(3) for retention of documents electronically filed, but signed under penalty of perjury, ensure that case records are retained as required.

4) *Case Complaint Resolution*

a) Ombudsperson Program

- i) Public Inquiry Response Team coordinates with LCSA Ombudsperson to respond to participants or outside inquiries.
- ii) Maintain a statewide list of Ombudspersons.

b) Complaint Resolution Program and State Hearing

- i) Maintain the Department portion of the complaint resolution and state hearing process as set forth in FC § 17800 et seq., including maintenance of the Complaint Resolution Tracking System.
- ii) Work with the LCSA to facilitate resolution of any complaints as needed.
- iii) Provide statewide training regarding handling of participant inquiries, complaint resolution, Complaint Resolution Tracking System and state hearings.

5) *Litigation, Writs and Appeals, and Class Action Settlements*

Any decision by an appellate court regarding child support can have broad application to state child support policy, all LCSAs, and the Department.

- a) Provide a procedure to review incoming appellate case submissions provided by LCSAs including respondent and appellant case submissions. Pursuant to FC §17304(b), review, approve or deny any request from an LCSA to pursue a writ or appeal.
- b) Contract with the California Department of Justice to provide appellate representation in Title IV-D appeals, at no cost to LCSA.
- c) Provide direction and action regarding statewide enforcement against potential recovery by obligors of settlements arising from class action litigation. This includes, but is not limited to:
 - i) Act as the Statewide point of contact for outreach to obtain information and secure data matches.
 - ii) Submit income withholding orders or other levy tools and review efficacy of efforts.

B. Parentage Opportunity Program

The California Paternity Opportunity Program (POP) was established in 1995 to comply with the federal mandate (Title 42 United States Code (USC) 666(a)(5)(C)) to have a simple system for an unmarried mother and biological father to establish paternity. For more than 25 years, POP has established paternity for over 3.6 million children in California. In September 2018, Assembly Bill 2684, which proposed to expand the existing voluntary declaration of paternity procedures, was passed into law. AB 2684 amended the Uniform Parentage Act, and effective January 1, 2020, the Paternity Opportunity Program was renamed the Parentage Opportunity Program. DCSS operates the POP in collaboration with the LCSAs as set forth in 45 CFR § 302.31(a)(1), §

302.70(a)(5), § 303.5(g) and FC §§ 7570–7581.

C. Training

- 1) Collaborate with LCSA to evaluate and administer, as appropriate, a statewide training program which delivers easy to access, quality training to meet LCSA training needs; develop annual training survey to assess those needs.
- 2) Develop short and long-term program training goals; develop methods/metrics for measuring training effectiveness to meet DCSS and LCSA training program goals.

D. Tribal Relations

Provide statewide leadership, through the Department's tribal liaison, to establish direct and open communication with tribal governments in an effort to establish government-to-government relationships and enter into Memorandums of Understanding with comprehensive Tribal IV-D programs, operating under Title 45 CFR § 309.65(a), which shall be included in the state plan.

- 1) Manage shared tribal IV-D cases where both California and any Tribal IV-D program in California have an interest in the case.
 - a) Coordinate the transfer of IV-D cases to any comprehensive Tribal IV-D program in California where court action has not been initiated.
 - b) Coordinate case transfer under California Rule of Court, Rule 5.372, with the LCSA and any Tribal IV-D program in California, where appropriate.
- 2) Provide locate services to any comprehensive Tribal IV-D program operating under Title 45 CFR § 309.65(a) consistent with Title 42, USC § 654(26) and § 666(c)(1)(D), Title 45 CFR § 302.35, and FC § 17212.
- 3) Extend the full range of services to any Tribal IV-D program operating under Title 45 CFR § 309.65(a) except for Tribal IV-D responding intergovernmental cases.

E. Audits

1) Data Reliability

- a) Coordinate and oversee data reliability monitoring to ensure LCSA maintains complete and reliable data in accordance with the standards set forth by the federal incentive funding system outlined in the federal Child Support Performance and Incentive Act of 1998.
- b) Take all steps necessary to ensure the accuracy of all data, including data entered into the state automated system; provide policy and system documentation to ensure data is entered correctly; and ensure LCSA is in compliance with federal state data reliability standards. The implementation of required corrective actions is included in these steps.
- c) Coordinate and oversee the quarterly data reliability reviews and participate in other data reliability efforts consistent with Department directives. This ensures the maintenance of complete and reliable data in accordance with the standards set forth by the federal incentive funding system.
- d) Coordinate, oversee, and participate in all annual federal data reliability audit activities as needed, including, but not limited to, the following:
 - i) Provide LCSA-specific case samples selected by federal auditors to validate;
 - ii) Coordinate, facilitate, and attend conference calls to discuss questions;
 - iii) Request the LCSA provide any case documentation required;
 - iv) Work with the LCSA to address and resolve issues with problem cases;
and
 - v) Work with the LCSA to address and resolve any case variances as identified by federal auditors.

2) *Administrative Expense Claim Schedule and Certification*

Effective March 31, 2020, the CS356 application is no longer accessible to LCSAs or the County Auditor/Controllers. DCSS has retained and has access to all historical data. Expenditure claims formerly submitted through the CS356 system should be submitted into the Budget and Expenditure Claiming Application (BECA).

- a) Perform fiscal reviews of reported expenditures and abatements on the Administrative Expense Claim Schedule.
- b) Coordinate and conduct audits and reviews of the LCSAs, to ensure compliance with program requirements.
- c) Provide LCSA with notification of the review, audit scope, methodology and audit process.
- d) Request and require the LCSA to provide all fiscal and administrative records necessary to comply with the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards set forth in Title 2 CFR Part 200 as well as access to necessary case and financial records.
- e) Follow up on allegations of fiscal noncompliance and evaluate, monitor and document the risk identified and the impact to the child support program.
- f) Report on LCSA compliance with the Uniform Requirements, Child Support Program Regulations and in relation to costs claimed in BECA.
- g) Obtain corrective action within 6 months following the issuance of the final report.

3) *Other Audits*

Coordinate and oversee federal and state auditors when conducting required audits to assess completeness, accuracy, reliability, and security of data used in calculating

the performance indicators. This includes, but is not limited to, the following:

- a) Department of Finance, Bureau of State Audits, and contract auditors as prescribed by the Department, access to all requested information in order to conduct audits/reviews including, but not limited to, data reliability audits, administrative and expenditure claim audits, and Internal Revenue Service (IRS) Safeguard reviews.
- b) Require LCSA to provide to independent auditors all case records necessary to comply with the Office of Management and Budget's Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards set forth in Title 2 CFR Part 200 as well as access to necessary case and financial records. Monitor data reliability to ensure the LCSA maintains complete and reliable data in accordance with the standards set forth by the federal incentive funding system outlined in the federal Child Support Performance and Incentive Act of 1998.

F. Compliance and Monitoring

In accordance with 45 CFR §§ 303 and 308, the Department will conduct the Annual Federal Self-Assessment Review on a sample of selected cases beginning October 1st of each year to measure compliance with and ensure the implementation of actions necessary to meet federal requirements. The Department will inform the LCSA Compliance Coordinator of the preliminary findings of non-compliance. The Department will make a final determination regarding the preliminary findings in consideration of additional information provided by the LCSA. The Department will notify the LCSA Director and Compliance Coordinator of the requirements to develop a corrective action plan if non-compliance findings have been determined, review the LCSA's corrective action plan for approval or consult with LCSA for revision, report the results of the Federal Self-Assessment Review and any LCSA corrective action plan(s) to the federal Office of Child Support Enforcement (OCSE), and evaluate LCSA's progress in achieving compliance through the implementation of the corrective action plan. In accordance with FC Division 17, Chapters 1 and 2, and Title

22 CCR Division 13. The Department will assess and identify the need for compliance reviews in programmatic areas. Compliance reviews may entail cases, data, or onsite at the LCSA. DCSS will notify the LCSA Director and Compliance Coordinator of the requirements to develop an improvement strategy if non-compliance findings have been determined, review the LCSA's improvement strategy plan for approval or consult with LCSA for revision, and evaluate LCSA's progress in achieving compliance through the implementation of the improvement strategy.

G. Outreach

- 1) Per 45 CFR § 302.30 and FC § 17210, establish systems for informing the public, including custodial and noncustodial parents of dependent children, of its services and operations.
- 2) Make Title IV-D outreach materials available to the public and the LCSA.
- 3) Provide appropriate translation of statewide public education and outreach materials and required forms.

H. Program Performance

1) Performance Management Plan

- a) Develop a state strategic plan and annual goals.
- b) Develop an annual performance plan aligned with the state strategic plan and annual goals.
- c) Review LCSA performance management plans to ensure they incorporate annual goals established by the state.

2) Corrective Action

- a) Require a corrective action plan for any area of noncompliance identified by a federal or state audit, or state program or local review or assessment, or resulting from any conditions of program deficiencies pursuant to FC §

I. Fiscal Administration

In accordance with federal and state laws, regulations, policies, and directives, the Department shall provide, maintain, and update systems, processes, and guidelines in support of LCSAs as they perform fiscal activities outlined in the LCSA Fiscal and Administrative Policy Manual and Department letters.

J. Information Security and Privacy Protection

- 1) Ensure access to information from the following sources, including but not limited to, IRS, OCSE, Department of Motor Vehicles, Franchise Tax Board, Social Security Administration, Medi-Cal Eligibility Data System, Title IV-A and the Employment Development Department, is consistent with the terms and conditions of agreements entered into between the Department and those information providers, including the terms and conditions of the DCSS Medi-Cal Privacy and Security Agreement with the California Department of Health Care Services.

DCSS must also ensure access is consistent with the terms and conditions of the following agreements, including but not limited to, the Information Exchange Agreement between the Social Security Administration and DCSS, Information Exchange Agreement Attachment 2 - Computer Matching and Privacy Protection Act Agreement between the Social Security Administration and California Health and Human Services, and Information Exchange Agreement Attachment 4 - "Electronic Information Exchange Security Requirements for State and Local Agencies Exchanging Electronic Information with the Social Security Administration" (Technical Systems Security Requirements). These sensitive documents are available on the Information Security site on California Child Support Central.

- 2) Provide governance and oversight on Information Security and Privacy related issues and represent the Department and LCSA to external agencies

on related matters.

- 3) Maintain and disseminate Information Security policies and standards consistent with state and federal regulations (see DCSS Information Security Manual, Section 1003 References) and industry best practices.
- 4) Provide assistance with maintenance of Business Continuity Plans.
- 5) Follow federal and state requirements for Information Security Incident Reporting.
- 6) Implement and manage a security safeguards review program which assesses local compliance with all security-related requirements; and assist LCSA Directors and staff with compliance efforts.
- 7) Coordinate all federal and state Information Security Reporting requirements to include the annual IRS Safeguard Security Report, Business Continuity Plans, and Incident Reporting.
- 8) Maintain an Information Security Awareness Training program pursuant to federal and state mandates.
- 9) Monitor access to all information and systems maintained by the Department.

K. Information Technology

1) IT Policies and Procedures

Establish, maintain and oversee Information Technology (IT) policies and procedures for child support IT systems in compliance with the Code of Federal Regulations, the State Administrative Manual (SAM), IRS Publication 1075 (including attached Exhibit 7, *Safeguarding Contract Language*), the Statewide Information Management Manual, the OCSE Security Agreement and the LCSA Fiscal and Administrative Policy Manual.

2) *IT Procurements*

- a) Manage and oversee procurements of IT goods and services in accordance with state and federal laws, regulations, and policies as stated herein. Acquire IT goods and services in accordance with the Principles for IT Procurement per 45 CFR § 95.617, SAM § 5230.4 and Public Contract Code § 12100.
- b) Provide oversight of IT procurements to support a new technology project.
- c) Provide language to ensure software ownership rights and modification information is incorporated in all applicable procurements.

3) *IT Asset Management*

Manage state-owned IT assets for the child support program; including identification and classification of state-owned hardware and software, telecommunications, maintenance costs and expenditures, support requirements, and the ongoing refresh activities necessary to maintain the IT assets per SAM § 4989.

Establish and maintain policies and procedures for management of IT state-owned assets in accordance with state and federal laws, regulations, OCSE Security Agreement, LCSA Fiscal and Administrative Policy Manual, IRS Publication 1075 (including attached Exhibit 7, *Safeguarding Contract Language*), and policies.

- a) Manage IT equipment, maintain inventory records on the equipment, and take periodic physical inventories per 45 CFR § 95.707, and Department policies.
- b) Establish and maintain contracts to support the warranty of state-owned assets.
- c) Work with LCSA and vendors to provide replacements of IT equipment that is no longer able to meet the operational requirements.
- d) Develop and implement a technology refresh plan to replace equipment prior

to its end of support or lifecycle per SAM § 5001.

- e) Manage disposition of all IT assets per 45 CFR § 95.707 and SAM § 5900, § 8633, and § 8640.

4) *Systems Development*

Responsible and accountable for ensuring the development of technology adheres to the Department, state, and federal regulations and policies.

- a) Oversee the development of new technology systems or applications to support the child support program.
- b) Ensure information security controls are designed in new system development per SAM § 5315 and the OCSE Security Agreement.

L. Grants

1) *Federal Grants*

Section 1115(a) of the Social Security Act provides the OCSE with authority to fund demonstration grants. Only State Title IV-D agencies, or the state umbrella agency of which they are a part of, can receive 1115 Demonstration Grants.

- a) Monitor Section 1115 Demonstration Grant forecasts and announcements.
- b) Alert LCSA of potential forecasts, announcements, and timelines for national child support grant program opportunities.
- c) Provide support to LCSA in preparing grant conceptual proposals.
- d) Assign a grant sponsor to assist the LCSA in the application process for any grant proposal the Department has approved in concept.
- e) Submit grant application documents to OCSE.

- f) Monitor funded grant projects through completion.
- g) Assist LCSA in preparation of periodic and end-of-project performance and financial grant reports; submit to OCSE.

2) *Other Grants*

Other grants, whether federal, state or local (private or public) that involve child support participants (human subjects) and require data extracts from CSE to support a research effort will be discussed in a timely manner between the LCSA and Department prior to submission or commitment of support to a local partner agency that may be preparing a grant application.

- a) Provide support to LCSA in considering the necessity of submitting a request to the Committee for the Protection of Human Subjects, the designated Institutional Review Board on behalf of all departments under California Health and Human Services.
- b) If determined necessary, assist LCSA in completing Institutional Review Board request application and submitting to Committee for the Protection of Human Subjects.
- c) If the Institutional Review Board request application is approved, assist LCSA with all monitoring and reporting requirements.

M. Non-Compliance

- 1) If the LCSA raises a concern where DCSS fails to meet the terms and conditions of this POC and non-compliance becomes an issue, the parties agree to an informal resolution process. DCSS and the LCSA will collaborate how best to correct the issue.

- 2) The Department remains subject to all program requirements as outlined in statute and regulations.
- 3) If the LCSA is subject to the formal non-compliance process in FC § 17604, and submits a justification for reconsideration, DCSS will:
 - a) Consider and make a decision on all appeals within 30 calendar days of receipt of the appeal.
 - b) Notify the LCSA in writing, of the results of the request for reconsideration within 30 calendar days of receipt.
 - c) Restore any withheld funding to the LCSA if the facts presented in the appeal persuade the Department that the sanctions should not have been imposed.

SECTION V: LCSA RESPONSIBILITIES

As a condition of receiving federal and state funds from the Department, ensure a current, signed POC is received by the Department prior to the beginning of each Federal Fiscal Year.

- 1) Responsible to provide all Title IV-D program services as required by federal or state laws, regulations, policies, or directives within _____ as directed by the Department and described herein.
- 2) Notify the Director and Regional Administrator of any situation or circumstance directly impacting the operation of the LCSA, including closure for holidays, furlough and other county specific circumstances.
- 3) Promptly notify the Director and Regional Administrator of changes in LCSA Executive Management positions.
- 4) Conduct customer service surveys regularly and provide results monthly to the Department.

A. Case Management

1) Case Processing

- a) Accept all applications and referrals requesting service in accordance with 45 CFR § 303.2.
- b) Per 45 CFR § 303.4 and 45 CFR § 303.31(b), establish child support and medical support orders.
- c) Per 45 CFR § 302.31 and 22 CCR § 112210, ensure all actions on a Title IV-D case have been suspended; when:
 - i) Notified by the County Welfare Department of good cause for non-cooperation pursuant to Welfare and Institutions Code (WIC) § 11477.04.
 - ii) The case is under the jurisdiction of the juvenile court as provided in WIC §300.
- d) In accordance with 45 CFR § 303.3, conduct locate activities, using all appropriate federal, state, and local locate resources to assist in the location of all parents ordered to pay support (PPS) or persons ordered to receive support (PRS) whose whereabouts or assets are unknown.
- e) Initiate appropriate enforcement actions to obtain payment of current and past due support in all Title IV-D cases with court orders for child and/or medical support in accordance with federal and state laws, regulations and policies (45 CFR § 303.6).
- f) Enter into CSE and report to the County Welfare Department, when known, the following on Title IV-D cases:
 - i) Any welfare applicant/recipient who refuses to cooperate with the LCSA in the establishment or enforcement of child support orders (45 CFR §264.30).

- ii) Payments directly received by aided PRS in accordance with 45 CFR § 302.32(a).
- g) In accordance with 45 CFR § 303.8, review child support orders when requested by a PPS or PRS, or, when the LCSA becomes aware of a change of circumstances which may affect the support obligation. Review and, if appropriate, adjust orders for current Temporary Assistance for Needy Families (TANF).
- h) Manage Title IV-D cases from other jurisdictions pursuant to the Uniform Interstate Family Support Act (FC §§ 5700.101-5700.905).
- i) Comply with federal and state laws, regulations, policies, and directives for case closure (45 CFR § 303.11).
- j) Ensure all financial processing is in accordance with 45 CFR § 302.32(b).

2) *Case Records Maintenance*

Prepare and maintain records for each Title IV-D case which includes information necessary for proper and efficient processing of cases in accordance with federal and state laws, regulations, policies, and directives for the administration of the Title IV-D program (45 CFR § 302.15). This includes, but is not limited to, the following:

- a) Applications for child support services.
- b) Records created to locate and identify PPSs, to establish paternity, and to obtain, modify, and enforce support orders, including medical support, and the costs incurred in such actions. This includes any relevant facts and actions taken by the LCSA and the results of such action.
- c) All records pertaining to complaint resolution and state hearings (22 CCR § 120107).

3) *Record Retention*

- a) For data housed by and under control of the LCSA, maintain all Title IV-D closed case records for a period of four years and four months from the date of case closure per 22 CCR § 111450, and purge from all systems unless the case is subject to an open federal or state audit, civil litigation, or a court order that extends the retention period.
- b) Extend the retention period and maintain case records for any open federal or state audit, civil litigation, or a court order until the audit is complete, the court case is closed, or a court ordered extension of the retention period expires.
- c) Per IRS Publication 1075, retain electronic and non-electronic FTI logs for five years.
- d) The LCSA may send documents to central imaging or use local scanning capabilities. All documents scanned into CSE must be verified as readable.
 - i) Once the documents have been verified, those documents must be destroyed via the LCSAs' confidential destruct process.
- e) Where an LCSA opts to electronically file documents signed under penalty of perjury, the LCSA will ensure compliance with FC § 17400(b)(3) by uploading a copy of the signed document to CSE for retention for the period required by law.
- f) Where the LCSA opts to maintain the originally signed document in hard copy, per the option under Code of Civil Procedure § 1010.6(b)(2), the LCSA will maintain this original for the period required under Government Code § 68152(a)(7).

4) *Case Complaint Resolution*

a) Ombudsperson

- i) Have in place an Ombudsperson who is responsible for the implementation of a program which provides assistance to PRSs and PPSs, employers, and the public on inquiries regarding the child support program, local complaint resolution process, and the state hearing process. The Ombudsperson shall be the liaison with the Department for all issues relating to the Ombudsperson program. The Ombudsperson shall review complaint activity, identify systemic issues, and make recommendations to the LCSA Director for improvement of services to customers.
- ii) The Ombudsperson is the designated State Hearing Coordinator for the purpose of managing the hearing schedule, securing the hearing site, contracting, and acting as the contact person for the complainant and liaison with the State Hearing Office.

b) Complaint Resolution Program and State Hearing

Maintain a complaint resolution program and state hearing process as set forth in FC § 17800, et seq., and as specified in Title 22 CCR § 120100, et seq. The LCSA shall:

- i) Maintain the complaint resolution process and seek to resolve all complaints within 30 days, accurately track and report any complaints in the Department's Complaint Resolution Tracking System, make complaint resolution activity log entries in the CSE system, image or send to central scan complaint resolution documents, work with the Department's Office of Legal Services staff to facilitate resolution of any complaints as needed, and continue to work with customers to resolve issues regardless of whether or not the customer requested a state hearing. Follow the procedures detailed in the Complaint Resolution and

State Hearing procedures located in the Statewide Procedures Manual on California Child Support Central.

5) *Litigation, Writs and Appeals, and Class Action Settlements*

Any decision by an appellate court regarding child support can have broad application to state child support policy, all LCSAs, and the Department.

- a) LCSA shall notify the Department using the Appellate Case Review process/form as soon as possible, but no later than five business days after receipt of notice of an appeal in a Title IV-D case and provide an LCSA attorney to discuss the case at the next Appellate Advisory Committee meeting.
- b) LCSAs who wish to pursue a writ or appeal of a court's decision on a Title IV-D case, shall submit a request to the Department using the Appellate Case Review process/form prior to taking any appellate action. Consistent with the authority established in FC § 17304(b), a writ or appeal shall not be filed unless approved by the Department. However, this provision is not intended to prevent any action by a county counsel, or private counsel hired to act in the same capacity as a county counsel, to defend the county from any action for damages, including sanctions.
- c) The LCSA, when informed of such action being taken by the county counsel or private counsel, shall inform the Department by way of email (DCSSLegalServicesMailbox@dcss.ca.gov) when the action is related to a child support matter.
- d) Notify the Department of class actions and class action settlements where LCSAs believe statewide enforcement against such settlements may be beneficial to collect outstanding child support obligations.
 - i) Cooperate with DCSS regarding the Department's statewide management of this enforcement, unless and until the LCSA is

notified that the Department will not pursue statewide enforcement.

- ii) This section does not prohibit an LCSA from taking action to intercept potential disbursements due to individual, already-identified non-custodial parents who are plaintiffs or claimants in the class action.

B. Parentage Opportunity Program

Legal paternity and parentage can be established by the execution of a Voluntary Declaration of Parentage (VDOP). The VDOP is signed in the presence of an authorized witness at the time of the child's birth or anytime thereafter. Witnessing agencies, which include birthing hospitals and other entities that provide prenatal services, local registrars of births and deaths, courts, county welfare departments, and LCSAs within the state provide information about POP, witness the completion of the VDOP, and are responsible for submitting signed VDOPs to DCSS for filing. California currently has over 750 authorized witnessing agencies throughout the state, that participate by promoting and administering POP, in collaboration with DCSS, to provide voluntary paternity and parentage establishment services as set forth in 45 CFR § 302.31(a)(1), § 302.70(a)(5), § 303.5(g) and FC §§ 7570 – 7577.

LCSA shall establish a "POP Coordinator" as a point of contact for DCSS, maintain a written agreement with local birthing hospitals and other entities that provide prenatal services to ensure that completed VDOP forms are submitted to DCSS within 20 days of the date the last parent signed the VDOP and pay a sum of \$10 for each VDOP that is subsequently filed by DCSS, and submit each written agreement with a birthing hospital and other entities that provide prenatal services to DCSS for upload into the Cooperative Agreement Tracking System. Each LCSA shall provide training and outreach to staff of all authorized agencies within the county, including birthing hospitals, to ensure staff are able to explain to parents their rights and responsibilities, respond to questions, witness parents' signatures, and attend periodic POP training provided by DCSS.

C. Training

- 1) Collaborate with DCSS to evaluate and administer, as appropriate, a statewide training program which delivers easy to access, quality training to meet LCSA training needs; respond to DCSS annual survey to communicate those needs.
- 2) When statewide standards have been developed, ensure that locally developed child support program related training material complies with statewide standards, federal and state policies, regulations and laws.

D. Tribal Relations

Maximize opportunities to establish and maintain effective working relationships with tribal governments.

Pursuant to Title 42 USC Chapter 7 § 654(7) and (33), and Title 45 CFR § 302.34, the LCSA may enter into cooperative agreements with other entities, including Indian tribes or tribal organizations provided they are included in the Title IV-D state plan. LCSAs pursuing working relationships with tribal governments could include, but are not limited to, developing:

- 1) Cooperative agreements with individual Tribal TANF programs to establish procedures for referring Tribal TANF recipients to the LCSA to secure Title IV-D services and to memorialize the expectations of both the Tribal TANF program and the LCSA. This agreement must be submitted to the Department prior to enactment for approval.
- 2) Cooperative agreements with federally recognized tribes, pursuant to the Full Faith and Credit for Child Support Orders Act (FFCCSOA) which specifically applies to Indian Country (as defined by Title 18 USC § 1151), as well as States of the United States, the District of Columbia, the Commonwealth of Puerto Rico, and U.S. territories and possessions, to recognize and enforce the other's valid child support orders, i.e., orders entered with appropriate subject matter and personal jurisdiction. The FFCCSOA requires the appropriate parties of such

jurisdiction to:

- a) Enforce, according to its terms, a child support order consistent with FFCCSOA by a court or agency of another State.
 - b) Modify such an order only in accordance with FFCCSOA.
- 3) In addition, the LCSA shall take the following actions:
- a) Appoint a tribal liaison to provide local expertise on tribal matters and serve as a single point of contact for tribes, tribal organizations, and Tribal IV-D programs; and participate in all activities convened by the Department's tribal liaison related to tribal issues.
 - b) Initiate and appear at court proceedings under California Rule of Court, Rule 5.372 at the request of the Department.
 - c) Provide notice to the Tribal IV-D program operating under Title 45 CFR § 309.65(a) in California.
 - d) File a motion with the court that shows the manner in which the intent to request case transfer was made in accordance with FC § 17212 and which states whether any party provided with notice objected, the identity of the party objecting, and the reason indicated for the objection.
 - e) Conduct itself in accordance with FC § 17406 which includes providing the court with authorities to secure information concerning tribal laws and the legal effect of tribal judgments or orders under FC § 5700.317.
 - f) Provide assistance, upon request, with case account and unreimbursed assistance pool audits as needed.
 - g) Enforce, according to its terms, a child support order consistent with FFCCSOA by a court or agency of another State.
 - h) Modify such a child support order only in accordance with FFCCSOA.

- i) Provide the full range of services available under the Title IV-D plan in responding to intergovernmental cases under Title 45 CFR § 302.36, to any comprehensive Tribal IV-D programs operating under Title 45 CFR§ 309.65(a).

E. Audits

1) Data Reliability

- a) Maintain complete and reliable data in accordance with the standards set forth by the federal incentive funding system outlined in the federal Child Support Performance and Incentive Act of 1998.
- b) Take all steps necessary to ensure the accuracy of all data, including data entered into CSE; follow policy and system documentation to ensure data is entered correctly; and maintain compliance with federal and state data reliability standards. The implementation of required corrective actions is included in these steps.
- c) To ensure the maintenance of complete and reliable data is in accordance with the standards set forth by the federal incentive funding system, conduct quarterly data reliability reviews and participate in other data reliability efforts consistent with Department directives.
- d) Participate in all annual federal data reliability audit activities as needed, including, but not limited to, the following:
 - i) Validation of data in cases that are part of the sample selected by the federal auditors;
 - ii) Submission of any related questions to the Department;
 - iii) Attending conference calls to discuss questions;
 - iv) Assemble and provide any hardcopy case documentation required, and image such documents to ensure availability of documents in CSE;

- v) Working with the Department to address and resolve issues with problem cases; and
 - vi) Working with the Department to address and resolve any case variances as identified by the federal auditors.
- e) Provide, when requested, the number of full-time equivalent staff including part-time and contracted staff each month.

2) *Administrative Expense Claim Schedule and Certification*

Effective March 31, 2020, the CS356 application is no longer accessible to LCSAs or the County Auditor/Controllers. DCSS has retained and has access to all historical data. Expenditure claims formerly submitted through the CS356 system should be submitted into BECA.

- a) Monitor the fiscal administration and program performance to ensure compliance with all related laws, regulations and policy in administering the child support program, including the adequate safeguard of program assets.
- b) Implement an effective system of internal controls.
- c) Ensure proper reporting of claimed costs on the Administrative Expense Claim Schedule and in BECA.
- d) Gather and provide the auditor access to all records and documents to support fiscal and administrative compliance.
- e) Coordinate and provide staff for interviews, conference calls, entrance conferences, and exit conferences.
- f) Provide a written response to reported audit findings (if any).
- g) Develop a plan of action and provide documentation that demonstrates corrective action of findings was taken within 6 months following the issuance

of the final report (as needed).

3) *Other Audits*

Allow federal and state auditors to conduct required audits to assess completeness, accuracy, reliability, and security of data used in calculating the performance indicators. This includes, but is not limited to, the following:

- a) Department of Finance, Bureau of State Audits, California Department of Child Support Services and contract auditors as prescribed by the Department access to all requested information in order to conduct audits/review including, but not limited to, data reliability audits, administrative and expenditure claims audits, and IRS Safeguard reviews.
- b) Provide necessary case records to independent auditors. Recipients and sub-recipients are responsible for obtaining audits in accordance with the Single Audit Act Amendments of 1996 2 CFR Part 200, Subpart F – Audit Requirement Sections 200.500 – 200.521. In addition, each sub-recipient shall permit independent auditors to have access to the records and financial statements.

F. Compliance and Monitoring

Pursuant to 45 CFR §§ 303 and 308 LCSA will respond to inquiries by the Department in regard to the Annual Federal Self-Assessment Review findings and develop and submit a corrective action plan to DCSS for approval if the LCSA is deemed to be out of compliance.

Pursuant to FC Division 17, Chapters 1 and 2, and Title 22 CCR Division 13, LCSA will respond to inquiries by DCSS regarding the programmatic areas determined in need of compliance reviews and develop and submit an improvement strategy to DCSS for approval if the LCSA is deemed to be out of compliance.

G. Outreach

- 1) Per 45 CFR § 302.30 and FC § 17210, conduct outreach programs to inform the public of the availability of Title IV-D services.
- 2) Collaborate with the Department to make Title IV-D outreach materials available to the public.

H. Program Performance

1) Performance Management Plan

Implement a performance management plan.

- a) Align tactics with the Department's Strategic Plan and annual goals.
- b) Focus on enhancing the delivery of program services and improved performance.

2) Corrective Action

Develop and implement a corrective action plan, as required by the Department and/or the federal government, for any area of noncompliance identified by a federal or state audit, or state program or local review or assessment, or resulting from any conditions of program deficiencies as may be required by the Department pursuant to FC § 17602.

I. Fiscal Administration

LCSAs shall effectively manage their budget and ensure expenditures adhere to federal, state, and local guidelines throughout the year to remain within their total Administrative and Electronic Data Processing allocations. LCSAs shall perform fiscal activities and submit complete and accurate financial and statistical information in accordance with federal and state laws, regulations, the LCSA Fiscal and Administrative Policy Manual and Department letters.

J. Information Security and Privacy Protection

Establish, implement, and enforce information security protocols consistent with the Department Information Security Manual, IRS Publication 1075 (including attached Exhibit 7, *Safeguarding Contract Language*), and other relevant information security authority such as state and federal law or recognized national standards

- 1) Implement policies and procedures consistent with the Information Security Manual to ensure child support customer information is secure and protected from intentional and unintentional misuse or exposure. Controls include but are not limited to:
 - a) Limit access, use or disclosure of confidential child support information to purposes described in IRS Code 6103(p)(4), 6103 (l)(6), 6103 (l)(8), 6103 (l)(10), Title 42 USC § 653a (f), (g) and (h); Title 45 CFR § 302.35, § 307.10, § 307.11, § 307.13, and FC § 17212, and SAM § 5300. Maintain and disseminate Information Security policies and standards consistent with 5 USC § 552a, 42 USC § 654(26), 45 CFR § 95.621, 45 CFR § 302.85, 45 CFR§ 303.21, 45 CFR § 305.60, IRS Publication 1075 (including attached Exhibit 7, *Safeguarding Contract Language*), NIST 800-53 rev. 4, CA Civil Code § 1798.29, SAM § 5300, and Payment Card Industry Data Security Standard version 3.0.
 - b) Include safeguarding language in any agreement or contract defining access, user disclosure, and disposal of confidential child support information by third party organizations. Sample safeguarding language is available on the Information Security site on California Child Support Central.
 - c) Ensure personally identifying information is not subject to public disclosure.
 - d) Comply with the confidentiality provisions of FC § 17212 (Ensuring the Confidentiality of Support Enforcement Records), and Title 22 CCR §§ 111430-111440.

- e) Comply with provisions of IRS Publication 1075 (including attached Exhibit 7, *Safeguarding Contract Language*) to restrict disclosure of FTI.
- 2) Ensure access to information from the following sources, including, but not limited to the IRS, OCSE, Social Security Administration, Department of Motor Vehicles, Medi-Cal Eligibility Data System, Title IV-A and Employment Development Department, is consistent with the terms and conditions of agreements entered into between the Department and those information providers, including the terms and conditions of the Medi-Cal Privacy and Security Agreement with the California Department of Health Care Services.

LCSA must also ensure access is consistent with the terms and conditions of the following agreements, including but not limited to, the Information Exchange Agreement between the Social Security Administration and DCSS, Information Exchange Agreement Attachment 2 - Computer Matching and Privacy Protection Act Agreement between the Social Security Administration and California Health and Human Services, and Information Exchange Agreement Attachment 4, "Electronic Information Exchange Security Requirements for State and Local Agencies Exchanging Electronic Information with the Social Security Administration" (Technical Systems Security Requirements). These sensitive documents are available on the Information Security site on California Child Support Central.

- 3) Maintain Business Continuity Plans to ensure appropriate level of service continuity. Business Continuity Plans shall be updated annually and submitted to the Department upon request.
- 4) All LCSA employees are required to successfully complete the online Department Security Awareness Training Program prior to being granted access

to any child support information assets. Annually thereafter, the online training program must be completed to ensure compliance to departmental security awareness management requirements.

- a) The LCSA will ensure all contractors/vendors successfully complete at initial hire and annually thereafter the Department Contractor/Vendor Security Awareness Training provided by the Department's Information Security Office.
 - b) The LCSA is responsible for keeping an annual record of the contractor/vendors confidentiality statement, or upon new hire.
- 5) Comply with information security incident management in accordance with the requirements listed in the Incident Response Policy and cooperate with the Department to effectively respond and mitigate all incidents.
 - 6) Notify the Department Information Security Office prior to developing any hardware or software, including applications, tools or macros, that would interface with Department systems or use or manipulate child support data, including those that would download, extract and/or store that data.
 - 7) Immediately report any suspected or known security or privacy related issues to the Department's Information Security Office.

K. Information Technology

1) IT Policies and Procedures

Comply with Information Technology policies and procedures in compliance with the Code of Federal Regulations, Title 45, the SAM §§ 4800-5900, IRS Publication 1075 (including attached Exhibit 7, *Safeguarding Contract Language*), the State Information Management Manual, and the LCSA Fiscal and Administrative Policy Manual.

Submit complete and accurate information to the Department for IT services as required by Departmental, state and federal laws, regulations, and policies.

2) *IT Procurements*

- a) Comply with the Department IT Procurement processes which are regulated per state policies and procedures.
- b) Obtain prior Departmental approval for IT Procurements as identified in the LCSA Fiscal and Administrative Policy Manual.

3) *IT Asset Management*

Comply with Departmental, state and federal laws, regulations, policies, and LCSA Fiscal and Administrative Policy Manual to ensure effective tracking and management of state- owned IT assets for the child support program.

- a) Submit a notification when moving state-owned IT assets. The notification shall be submitted to the Department a minimum of 60 days prior to the anticipated date of physical relocation of the state-owned IT assets. A move is defined as a relocation of an asset to a different physical building address in the same county and the exchange of state-owned IT assets with other LCSAs.
- b) Submit a list of state-owned IT assets to be surveyed for disposal. The list shall be submitted to the Department within a minimum of 30 days for approval/denial and handling instructions.
- c) Comply with the OCSE Security Agreement in that State-owned equipment has the appropriate software with the latest updates to protect against attacks, including, at a minimum, current antivirus software and up-to-date system patches and other software patches.

4) *Systems Development*

- a) Obtain approval from the Department through the DCSS IT Governance Process prior to the development of software, automation processes, and

other technology related systems to support the child support program utilizing Child Support Program data.

- b) Comply with Departmental, state and federal laws, regulations, policies and instructions for system development activities per SAM § 4800, IRS 1075 Publication (including attached Exhibit 7, *Safeguarding Contract Language*), and the OCSE Security Agreement.

L. Grants

1) Federal Grants

Section 1115(a) of the Social Security Act provides the OCSE with authority to fund demonstration grants. Only State Title IV-D agencies, or the state umbrella agency of which they are a part of, can receive 1115 Demonstration Grants.

- a) LCSA may submit a conceptual proposal to the Department.
- b) If the state is awarded a grant by OCSE, the LCSA, as the demonstration site, will ensure milestones and projects are on track through completion of the grant.
- c) Communicate with the Department on all grant activities.
- d) Prepare all periodic and end-of-project performance and financial grant reports and,
- e) Submit all grant reports to the Department for review, approval, and submission to OCSE.

2) Other Grants

Other grants, whether federal, state, or local (private or public) that involve child support participants (human subjects) and require data extracts from CSE to support a research effort will be discussed in a timely manner between the LCSA

and Department prior to submission or commitment of support to a local partner agency that may be preparing a grant application.

- a) LCSA will consult with DCSS in considering the necessity of submitting a request to the Committee for the Protection of Human Subjects, the designated Institutional Review Board on behalf of all departments under the California Health and Human Services Agency
- b) If determined necessary, the LCSA will consult with DCSS in completing the Institutional Review Board request application.
- c) If the Institutional Review Board request application is approved, LCSA will consult with DCSS to ensure all monitoring and reporting requirements are met.

M. Non-Compliance

- 1) If the LCSA fails to meet the terms and conditions of this POC, and non-compliance becomes an issue, the parties agree to an informal resolution process. DCSS and the LCSA will collaborate how best to correct the issue.
- 2) Any program compliance issue that cannot be resolved through the informal resolution process, may be escalated to the formal process outlined in FC § 17604.
- 3) If the LCSA is subject to the formal non-compliance process in FC § 17604 and chooses to request reconsideration from the Director of the Department or his/her designee, the LCSA will submit a justification for not meeting a requirement in this agreement. This assumes new or additional information, not previously available to either the LCSA or to the Department, has come to light and could substantially alter the position of the state and, subsequently, the outcome for the LCSA. The justification must be submitted within 30 working days from the date the Department's notification letter to the LCSA is postmarked.

SECTION VI: ADDITIONAL PROVISIONS

A. Certification of Contractor(s)

Certify, by signing this POC, that neither it nor its principals are presently debarred, suspended, ineligible, proposed for debarment, declared ineligible, or voluntarily excluded from participating in the transaction by any federal department or agency pursuant to Executive Order 12549, and 2 CFR Part 382, whenever applicable. And that a contractor providing Title IV-D services must certify by signing an agreement that neither it nor its principals are presently debarred, proposed for debarment, declared ineligible, or voluntarily excluded from participating in the transaction by any federal department or agency. Where the prospective contractor, as the recipient of federal funds, is unable to certify to any of the statements in the certification, such contractor must attach an explanation to their proposal. If the LCSA is unable to certify any of these statements, it must attach an explanation to that effect to the POC at the time of signing.

B. Certification of Lobbying

- 1) Certify by signing this POC, that no federal appropriated funds will be paid by, or on behalf of, the LCSA, to any person for influencing or attempting to influence an officer or employee of any agency; a member of Congress; an officer or employee of Congress; or an employee of a member of Congress in connection with the awarding of any federal contract, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
- 2) Include language of this certification in the award document for sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements), and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into.
Submission of this certification is a prerequisite for making or entering into this transaction imposed by Title 31 USC § 1352. Any person who fails to file the

required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

- 3) Allow for inspection, review, and/or audit by authorized federal, state, regional, and county officials all Title IV-D records maintained pursuant to this POC.

C. State and Federal Law Conflicts

To the extent that any provision of this POC or portion thereof is in conflict with any federal laws and/or state laws, and/or implementing federal regulations and/or state regulations, the laws and/or implementing regulations supersede such provision or portion thereof.

D. Severability

If any provision of this POC or any portion is adjudged to be invalid by a court of competent jurisdiction, or if any provision of this POC or a portion loses its force or effect as a result of legislative action, that judgment or action does not affect the remainder of the provisions of this POC.

SECTION VII: TERM AND APPROVAL

Effective Date: May 20, 2021

Expiration Date: September 30, 2021

The initial intended term of this POC is from the effective date until the end of the federal fiscal year. However, this POC shall automatically renew for an additional federal fiscal year, until and unless it is expressly superseded by a future POC. This POC shall also be subject to amendment as necessary to reflect new or revised state and federal laws, regulations, and requirements.

This POC shall be signed by the Director of the LCSA and returned to the Department on or before May 20, 2021. Failure to sign and return this POC may result in the withholding of part or all of the federal and state funds including incentive funds, or other compliance actions authorized by federal or state law, regulation, or policy.

This POC may be amended by a written agreement of both parties if required by changes in policies or directives that may occur during the term of this POC. The Department will communicate with the LCSA regarding any and all obligations under this POC and will, as needed, meet with the LCSA on issues or concerns about program responsibility, operations, or performance.

Failure of the parties to amend or renew the POC to reflect new or revised federal and state laws, regulations, policies, and directives does not relieve the LCSA of the responsibility to act in accordance with those laws, regulations, and requirements.

Dated: _____

Dated: _____

, Director
Department of Child Support Services

David Kilgore, Director
California Department of Child Support
Service

*Exhibit 7 Safeguarding Contract Language***CONTRACT LANGUAGE FOR GENERAL SERVICES****I. PERFORMANCE**

In performance of this contract, the Contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be performed under the supervision of the contractor or the contractor's responsible employees.
- (2) The contractor and the contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.
- (3) Any Federal tax returns or return information (hereafter referred to as returns or return information) made available shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.
- (4) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output and products will be given the same level of protection as required for the source material.
- (5) No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.
- (6) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.
- (7) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.
- (8) (Include any additional safeguards that may be appropriate.)

II. CRIMINAL/CIVIL SANCTIONS

- (1) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee

that any such unauthorized future disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.

- (2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000.00 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000.00 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. The penalties are prescribed by IRCs 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.
- (3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.
- (4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A ([see Exhibit 4, Sanctions for Unauthorized Disclosure](#), and [Exhibit 5, Civil Damages for Unauthorized Disclosure](#)). The training provided before the initial certification and

annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See Section 10) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.

CONTRACT LANGUAGE FOR TECHNOLOGY SERVICES**I. PERFORMANCE**

In performance of this contract, the contractor agrees to comply with and assume responsibility for compliance by his or her employees with the following requirements:

- (1) All work will be done under the supervision of the contractor or the contractor's employees.
- (2) The contractor and the contractor's employees with access to or who use FTI must meet the background check requirements defined in IRS Publication 1075.
- (3) Any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material will be treated as confidential and will not be divulged or made known in any manner to any person except as may be necessary in the performance of this contract. Disclosure to anyone other than an officer or employee of the contractor will be prohibited.
- (4) All returns and return information will be accounted for upon receipt and properly stored before, during, and after processing. In addition, all related output will be given the same level of protection as required for the source material.
- (5) The contractor certifies that the data processed during the performance of this contract will be completely purged from all data storage components of his or her computer facility, and no output will be retained by the contractor at the time the work is completed. If immediate purging of all data storage components is not possible, the contractor certifies that any IRS data remaining in any storage component will be safeguarded to prevent unauthorized disclosures.
- (6) Any spoilage or any intermediate hard copy printout that may result during the processing of IRS data will be given to the agency or his or her designee. When this is not possible, the contractor will be responsible for the destruction of the spoilage or any intermediate hard copy printouts, and will provide the agency or his or her designee with a statement containing the date of destruction, description of material destroyed, and the method used.
- (7) All computer systems receiving, processing, storing or transmitting FTI must meet the requirements defined in IRS Publication 1075. To meet functional and assurance requirements, the security features of the environment must provide for the managerial, operational, and technical controls. All security features must be available and activated to protect against unauthorized use of and access to Federal Tax Information.
- (8) No work involving Federal Tax Information furnished under this contract will be subcontracted without prior written approval of the IRS.

- (9) The contractor will maintain a list of employees authorized access. Such list will be provided to the agency and, upon request, to the IRS reviewing office.(10) The agency will have the right to void the contract if the contractor fails to provide the safeguards described above.
- (10) (Include any additional safeguards that may be appropriate.)

II. CRIMINAL/CIVIL SANCTIONS

- (1) Each officer or employee of any person to whom returns or return information is or may be disclosed will be notified in writing by such person that returns or return information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such returns or return information for a purpose or to an extent unauthorized herein constitutes a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as 5 years, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized further disclosure of returns or return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are prescribed by IRCs 7213 and 7431 and set forth at 26 CFR 301.6103(n)-1.
- (2) Each officer or employee of any person to whom returns or return information is or may be disclosed shall be notified in writing by such person that any return or return information made available in any format shall be used only for the purpose of carrying out the provisions of this contract. Information contained in such material shall be treated as confidential and shall not be divulged or made known in any manner to any person except as may be necessary in the performance of the contract. Inspection by or disclosure to anyone without an official need-to-know constitutes a criminal misdemeanor punishable upon conviction by a fine of as much as \$1,000 or imprisonment for as long as 1 year, or both, together with the costs of prosecution. Such person shall also notify each such officer and employee that any such unauthorized inspection or disclosure of returns or return information may also result in an award of civil damages against the officer or employee [United States for Federal employees] in an amount equal to the sum of the greater of \$1,000 for each act of unauthorized inspection or disclosure with respect to which such defendant is found liable or the sum of the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure plus in the case of a willful inspection or disclosure which is the result of gross negligence, punitive damages, plus the costs of the action. These penalties are prescribed by IRC 7213A and 7431 and set forth at 26 CFR 301.6103(n)-1.
- (3) Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information,

the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor and fined not more than \$5,000.

- (4) Granting a contractor access to FTI must be preceded by certifying that each individual understands the agency's security policy and procedures for safeguarding IRS information. Contractors must maintain their authorization to access FTI through annual recertification. The initial certification and recertification must be documented and placed in the agency's files for review. As part of the certification and at least annually afterwards, contractors must be advised of the provisions of IRCs 7431, 7213, and 7213A (see [Exhibit 4, Sanctions for Unauthorized Disclosure](#), and [Exhibit 5, Civil Damages for Unauthorized Disclosure](#)). The training provided before the initial certification and annually thereafter must also cover the incident response policy and procedure for reporting unauthorized disclosures and data breaches. (See [Section 10](#)) For both the initial certification and the annual certification, the contractor must sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

III. INSPECTION

The IRS and the Agency, with 24 hour notice, shall have the right to send its inspectors into the offices and plants of the contractor to inspect facilities and operations performing any work with FTI under this contract for compliance with requirements defined in IRS Publication 1075. The IRS' right of inspection shall include the use of manual and/or automated scanning tools to perform compliance and vulnerability assessments of information technology (IT) assets that access, store, process or transmit FTI. On the basis of such inspection, corrective actions may be required in cases where the contractor is found to be noncompliant with contract safeguards.