Plan of Cooperation for the

San Bernardino and Sonoma Local Child Support Agencies (LCSA)

Introduction

The County of San Bernardino Department of Child Support Services (DCSS) and Sonoma County Department of Child Support Services (Sonoma) will enter into a collaborative agreement in an effort to assist the State Department of Child Support Services (SDCSS) to promote statewide cost-effectiveness, as well as for the purpose of assessing statewide applicability of this collaboration in the future by entering into this Plan of Cooperation.

To achieve that end, Sonoma will work on a limited number of DCSS cases. Case management responsibility will remain with DCSS so all collections will continue to accrue to the individual cases that are worked on by Sonoma. A number of full time equivalent positions will be credited to Sonoma as well. The duration of this agreement effort will be from July 1, 2021 through June 30, 2022. SDCSS may end this agreement at any time. Either party, upon notice to the other, may elect at any time to cease its efforts and stop participating in this agreement.

Roles and Responsibilities of Both Parties

Sonoma will do the following: assign the equivalent of 1.0 FTE CSFW II, 0.50 FTE Lead CSFW (or Senior CSFW), and 0.25 FTE CS Supervisor to these cases. Sonoma will provide office supplies, overhead and management time. Sonoma will perform various child support case related financial related duties that will include, but are not limited to, working two financial lists weekly for San Bernardino cases. This includes the Suspended Collections List from Child Support Enforcement system (CSE) for child support money on hold and the Suspended Disbursements List from CSE in order to keep the lists up to date (e.g., stale dated, payee holds, no valid address). Sonoma will further assist with other child support financial reports and system tasks as agreed upon by both counties.

DCSS and Sonoma will designate liaisons to communicate between the two counties. These liaisons will provide guidance and assistance collaboratively addressing issues and concerns that may arise between the two counties. Each LCSA will designate one manager to assume primary oversight of their efforts. Management from both LCSAs shall meet at least quarterly, if not more frequently. Sonoma will provide quarterly updates on its progress; both LCSAs shall review the status of the project and cases. Best practices, trends, and problems will be discussed and analyzed as needed or at quarterly meetings.

Cost Effectiveness Adjustment

This collaborative effort in no way affects either LCSA's State allocation. Instead, there will be an adjustment by SDCSS to these LCSA's allocations at federal fiscal year's end solely for the purpose of calculating cost effectiveness for Sonoma. An amount covering

the projected expense of the Sonoma staff completing the work, totaling no more than $216,985, calculated to include 1.0 FTE CSFW II, 0.50 FTE Lead CSFW (or Senior CSFW), and 0.25 FTE CS Supervisor for the period covering July 1, 2021 through June 30, 2022, for a total of twelve (12) months, will be used to provide Sonoma cost effectiveness credit for the same amount. DCSS will not provide Sonoma any direct compensation for these services nor will there be any negative cost-effectiveness adjustments for DCSS. The services provided for herein shall be at no cost to DCSS.

Information Security, Confidentiality and Data Protection

The parties shall comply with all state and federal regulations concerning the safeguarding of confidential information. (California Family Code 17212; Title 22 California Code of Regulations sections 111430 and 111440)

The parties are responsible for safeguarding all information in accordance with all applicable federal and state laws and regulations, particularly Family Code section 17212, Welfare and Institutions Code section 11478.1, 26, United States Code section 6103, 42 United States Code section 654(26), and Internal Revenue Service Publication 1075.

Indemnification

Pursuant to the provisions of California Government Code section 895 et seq., each party agrees to defend, indemnify, and hold harmless each other from liability, claim, or judgment for injury or damages caused by negligent or wrongful act or omission of any agent, officer, and/or employee of the indemnifying party, which occurs or arises out of this agreement.

Assignment

This agreement shall be non-assignable and any attempt to assign shall be void and without legal effect.

Compliance with All Applicable Laws

No person shall, on the grounds of race, color, religion, ancestry, gender, age, national origin, medical condition, physical or mental condition, marital status, or political affiliation be denied any benefits or subjected to discrimination under this agreement.

All parties to this agreement will comply with all applicable state and federal laws and regulations.

Conclusion

A. This Plan of Cooperation, consisting of three pages, is the full and complete document describing services to be rendered by each LCSA, including all covenants, conditions and benefits.

B. The signatures of the parties affixed to this Plan of Cooperation affirm that they are duly authorized to commit and bind their respective LCSA to the terms and conditions set forth in this document.

C. This agreement may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same agreement. The parties shall be entitled to sign and transmit an electronic signature of this agreement (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed agreement upon request.

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Jennifer Traumann, Director, Sonoma LCSA   Date

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Curt Hagman, Chairman   Date

County of San Bernardino, Board of Supervisors

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Approved David Kilgore, Director, State DCSS   Date