

ORIGINAL

Memorandum of Understanding

This Memorandum of Understanding, hereinafter referred to as MOU, is between the California Department of Child Support Services hereinafter referred to as (CDCSS), 11120 International Drive, Rancho Cordova, CA 95710, and El Dorado County Department of Human Services, (hereinafter referred to as Requestor) for the mutual administrative benefit of both parties. CDCSS shall provide to Requestor on-line access service to CDCSS California Child Support Automation System (CCSAS) as specified herein. The following terms and conditions apply to this MOU.

Contract Formation

1. The MOU is subject to any restrictions, limitations, or conditions enacted by the United States and the California State legislatures that may affect the provisions or terms herein in any manner.
2. This MOU, including any documents incorporated herein by express reference, is intended to be a complete integration and there are no prior or contemporaneous, different or additional agreements pertaining to the subject matter of this MOU.
3. This MOU may only be modified in writing and when fully executed by both parties.
4. This MOU shall become effective when fully executed by both parties hereto and shall expire three (3) years from the date thereof.
5. This MOU is subject to immediate termination by either party in writing and with cause.
6. Either party may terminate this MOU without cause upon thirty (30) days prior written notice of such termination. Notice is effective five (5) days from the date sent by facsimile (FAX) transmission or five (5) days from the date of mailing. Termination initiated by Requestor must be directed to the CDCSS contact described herein. Termination initiated by CDCSS must be directed to the Requestor contact described herein.
7. Administrator: The County Officer or employee with responsibility for administering this Agreement is Cynthia Wallington, Program Manager, Department of Human Services, or successor.
8. This MOU designates the following as contacts. Their contact information is:

Joan Obert California Department of Child Support Services Contracts and Purchasing Section P. O. Box 419064 Rancho Cordova, CA 95741-9064 Phone: 916-464-5333 FAX: 916-464-5335	El Dorado County Department of Human Services Social Services Division 3057 Briw Ridge Road, Suite A Placerville, CA 95667 Attn: Cynthia Wallington, Program Manager Phone: 530/642-7300 FAX: 530/626-9060
--	---

Scope of CDCSS Services

- 9. CDCSS shall provide to Requestor the specified number of Users that are allowed online CCSAS online access as follows.

Total Number of Users	4	List Profile for each User: Inquiry
Purpose of Requestor Users' Access:		
Inquiries are necessary to ensure CDCSS absent parent(s) have made timely child support payments that are credited towards specific CalWORKs client(s) for eligibility purposes in order to ensure compliance with time clock issues.		

- 10. CDCSS shall provide Requestor with online access to CCSAS Monday through Friday from 6:00 a.m. to 6:00 p.m.
- 11. CDCSS shall provide Requestor with online access to CCSAS by direct network access via Point of Requestor Router.

General Obligations of Requestor

- 12. Requestor shall allow audits or inspections by individuals authorized by CDCSS on the premises of Requestor during regular business hours, with one (1) business day prior notice for the purposes of determining compliance with the terms and conditions of this MOU. CDCSS retains the right to examine records, security statements, computer data journals, system storage media, network components, and access terminals applicable to this MOU to determine compliance.
- 13. Requestor shall implement and maintain the security of its system and components used for retrieval, transmittal, storage, and services used to access CCSAS as described in this MOU.
- 14. Requestor shall be responsible for the cost and maintenance of all communication connections between Requestor and DTS.

Security Provisions

15. Requestor shall implement the following administrative safeguards. Requestor shall:

- a. Assign security and confidentiality responsibilities related to this MOU to its in-house Systems Support Analyst. Requestor shall notify CDCSS in writing as soon as practical of any designee changes.

Name and Title	Contact Information
Nicole Schaefer, Systems Support Analyst	Nicole.Schaefer@co.el-dorado.ca.us
Joan Lopes, Systems Support Analyst	Joan.Lopes@co.el-dorado.ca.us

- b. Implement policies and procedures to ensure that information obtained from CCSAS is used solely as provided for in this MOU and applicable laws.
- c. Make information available to its authorized personnel on a “need-to-know” basis and only for the purposes authorized under this MOU. “Need-to-know” refers to those authorized persons who need information to perform their official duties in connection with the purpose described in this MOU.
- d. Notify CDCSS of any information security breach involving information obtained from CCSAS within two (2) business days and cooperate with CDCSS in any investigations of information security incidents. The notification must describe the incident in detail and provide contact information if different from the In-house Systems Support Analyst described herein.
- e. Requestor shall maintain a record of all authorized users and authorization level of access granted to CCSAS information based on job function.

16. Requestor shall implement the following usage, duplication, and re-disclosure safeguards. Requestor shall:

- a. Use information only for the purposes specifically authorized under this MOU and applicable Federal and State laws.
- b. Protect CCSAS information against unauthorized access at all times and in all forms.
- c. Reproduce information in any form obtained under this MOU solely for the purpose(s) described herein.
- d. Refrain from publishing or selling information obtained under this MOU.
- e. Transmit information obtained under this MOU solely for purpose(s) described herein.

17. Requestor shall implement the following physical safeguards for CCSAS information. Requestor shall:

- a. Secure and maintain any computer systems, hardware, software, applications, and data that shall be used in the performance of this MOU. 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 in the performance of this MOU.
- b. Place equipment used to access and view CCSAS information in area(s) that shall prevent public access or viewing.
- c. Restrict removal of CDCSS confidential information from Requestor work location(s).
- d. Store CDCSS information in a place physically secure from access by unauthorized persons.

18. Requestor shall implement the following management safeguards for CCSAS information. Requestor shall:

- a. Provide annual security awareness training to each User authorized to online access to CCSAS information pursuant to this MOU or who will be provided access to downloaded CCSAS information on a need-to-know basis.
- b. Annually, obtain signed confidentiality statements provided by CDCSS from each User pursuant to this MOU.
- c. Maintain said signed confidentiality statements in an easily retrievable format and make said statements available to CDCSS upon written request.

19. All changes to systems, storage media and network components used for CCSAS online access or services must be approved by CDCSS in writing prior to implementation.

20. Requestor access shall be restricted to unique, specified identifiers in the CDCSS communication interface.

21. Requestor's network security architecture requires the ability to identify each User's terminal, individual User Identifier, system and transaction identifiers.

22. Requestor shall ensure that an access control program that shall consist of, at minimum, a unique individual User Identifier and user-selected password(s) for each person, which shall be utilized on every system capable of online CCSAS access. At a minimum, verification of manually keyed unique individual User Identifier and user-selected passwords shall be required for initiation of access.

23. Requestor shall ensure terminals will not be left unattended while in active logon access session to CCSAS information unless secured by functioning locking device which prevents entry, viewing or receipt of information or secured in a locked room which is not accessible to unauthorized personnel. All devices, which contain

unique identification codes used by Requestor for verification of authorized access to CCSAS information, shall be secured against tampering.

24. Record access information shall be electronically logged and stored for a minimum period of two (2) years from the date of the transaction. The information shall be effectively preserved for audit purposes for a period of two (2) years and must include, at a minimum:

- a. Transaction and Information Codes
- b. Requestor Code
- c. Record Identifiers
- d. All Individual User Identifiers Including Individual User ID
- e. Terminal ID
- f. Date And Time Of Transaction.

REQUESTING CONTRACT ADMINISTRATOR CONCURRENCE:

By: Cynthia H Wallington Dated: 8/21/08
 Cynthia Wallington
 Program Manager
 Department of Human Services

REQUESTING DEPARTMENT HEAD CONCURRENCE:

By: D Nowka Dated: 8/21/08
 Doug Nowka
 Director
 Department of Human Services

//
 //
 //
 //
 //
 //

Execution of Signatories

I have read and understand the MOU and agree to abide by the terms and conditions herein.

--- COUNTY OF EL DORADO ---

Dated: _____

By: _____

Chairman
Board of Supervisors
"Requestor"

ATTEST:
Cindy Keck
Clerk of the Board of Supervisors

By: _____ Dated: _____
Deputy Clerk

**--- STATE OF CALIFORNIA ---
--- DEPARTMENT OF CHILD SUPPORT SERVICES ---**

By: _____ Dated: _____
Joan Obert
CIO/Deputy Director
Technology Services