

ORIGINAL

Memorandum of Understanding

This Memorandum of Understanding, hereinafter referred to as MOU, also referred to by the Internal Revenue Service (IRS) as ("contract"), is between the California Department of Child Support Services hereinafter referred to as ("CDCSS"), also referred to as ("Agency") by the IRS, 11120 International Drive, Rancho Cordova, CA 95670, and Monterey County Department of Social Services, 1000 South Main Street, Suite 208, Salinas, CA 93901, (hereinafter referred to as "Contractor"), also referred to as contractor by IRS), for the mutual administrative benefit of both parties. CDCSS will provide to Requestor, on-line (IV-A) read-only access service to the Child Support Enforcement System ("CSE") as specified herein for the purpose of supporting the Child and Spousal Support Enforcement Program pursuant to Family Code 17212. 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 which 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. The MOU may only be modified in writing, signed by both parties.
4. This MOU is effective on the date executed by the CDCSS and shall be in effect for 36 months thereafter.
5. This MOU is subject to immediate termination by CDCSS with cause.
6. Either party may terminate this MOU without cause upon thirty (30) days prior written notice of such termination. Termination initiated by Requestor must be directed to the CDCSS contact described herein.
7. The MOU contacts and their respective contact information for this MOU are:

California Department of Child Support Services Information Security Office P. O. Box 419064 Rancho Cordova, CA 95741-9064 Info.security@dcss.ca.gov Phone: 916-464-5045 FAX: 916-464-5335	Responsible Party: Christabelle Oropeza-Zarraga Title: CalWORKs/Foster Care Management Analyst III Agency Name: Monterey County Department of Social Services Address: 1000 South Main Street, Suite 208 Salinas, CA 93901 E-Mail: Oropezacz@co.monterey.ca.us Phone: 831-796-1520 FAX: 831- 755-4407
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Scope of DCSS Services

8. DCSS shall provide to Contractor the specified number of Users with CSE (IV-A) read-only online access as follows.

Total Number of Users (max. 50)	20	Profile: (IV-A)
Purpose of Contractor Access:		
Identify and verify child support collected for mutual customers to determine benefit amount and as recoupment to Monterey County to repay months of CalWORKs aid received by mutual customer. Repayment of aid is used to determine if mutual customer would be eligible to continued aid and services in the CalWORKs program over the 48 months limit set by CalWORKs regulations. Each month of aid that has been repaid by Child Support collected can be added back to the 48 month time limit which would extend time on aid and services for some adults. CalWORKs regulations require that customers be notified at least once a year of the number of months left in the 48 month time limit and how many months of child support were collected to repay months on aid. ACIN I-52-99; ACL 99-90; ACL 98-44; EAS 42-312.g		

9. DCSS shall provide the Contractor online read-only IV-A access to CSE Monday through Friday from 6 a.m. to 6 p.m.
10. DCSS shall provide Contractor's online access to CSE via the California Office of Technology Services (OTech) Data Center.

General Obligations of Requestor

11. Contractor shall allow audits or inspections by individuals authorized by DCSS at Contractor's premises during regular business hours, on three (3) business day's prior notice for purposes of determining compliance with the terms of this MOU. DCSS retains the right to examine records, security statements, system-generated logs, system storage media, network components and access terminals applicable to this MOU to determine compliance.
12. Contractor will implement and maintain the security of its system and components used for retrieval, transmittal, storage and services used to access CSE as described in this MOU.
13. Contractor acknowledges all information in CSE is classified and must not be shared with unauthorized persons. Criminal and Civil Penalties may apply.
14. Contractor acknowledges that anyone who accesses CSE expressly consents to monitoring.
15. Contractor shall be responsible for the cost and maintenance of all communication connections between Contractor and OTech.

16. Contractor shall provide annually, on January 31, the name, work address, phone and e-mail address of all CSE users in an excel format to DCSS Information Security Officer (ISO) at info.security@dcss.ca.gov.

Recusal

17. Contractor shall ensure that its employees never access or receive any case or participant information of any individual with whom they have a conflict. Below are the examples of relationships that must be listed on the Recusal Form:

- The CSE user has an open or closed case
- The CSE user has a relative with an open or closed case
- The CSE user has a former spouse who has an open or closed case
- The CSE user lives with a person who has an open or closed case
- The CSE user lives with a person who has an open or closed case
- The CSE user has a former or current business acquaintance who has an open or closed case

18. Contractor employees are required to rescues themselves from appropriate cases pursuant to this standard at the time of hire and at any time that the employee learns that there is a relationship, specified in this standard, with a child support participant in any case.

19. Contractor employees shall report any conflict of interest immediately to the DCSS ISO.

Security Provisions

20. Contractor shall implement the following administrative safeguards. Contractor shall:

- a. Assign security and confidentiality responsibilities related to this MOU to its ISO and one additional contact listed below. Requestor shall notify CDCSS in writing as soon as practical of any designee changes.

Name and Title	Contact Information (Address, Phone & E-Mail)
Linora Ballesteros Information Security Officer	713 La Guardia Salinas, CA 93905 Phone: 831-783-7007 Email: BallesterosL@co.monterey.ca.us
Cindy Cassinelli Community Benefits Administrative Unit Program Manager	1000 South Main Street, Suite 208 Salinas, CA 93901 Phone: 831-755-8952 Email: cassinellica@co.monterey.ca.us

- b. Implement policies and procedures to ensure that information obtained from CSE is used solely as provided for in this MOU and applicable laws, including, but not limited to, Family Code, section 17212.
- 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 DCSS Information Security Office (ISO) of any information security breach involving information obtained from CSE as soon as practical, but no later than one (1) hour after an event is detected as described in the DCSS Information Security Manual (ISM), and cooperate with DCSS ISO in any investigation(s) of information security incidents. The notification must describe the incident in detail and provide contact information if different from the Information Security Officer described herein. In the event of a security incident, contact the ISO immediately at securityincidents@dcss.ca.gov or (916) 464-5045.
- e. Contractor shall maintain a record of all authorized users, and level of access (IV-A) granted to CSE information, based on job function. The record must include the first/last name, work address, telephone number and e-mail address. The record must designate the last date the annual recusal form and annual confidentiality form were recorded, in addition to the last date the annual security training was completed. A copy of this record must be emailed to the DCSS ISO within five business days of any addition or deletion of an authorized user.

21. Contractor shall implement the following usage, duplication, and disclosure safeguards. Contractor shall:

- a. Use information only for purposes specifically authorized under the MOU and applicable federal and State laws. including, but not limited to: Title 26 United States Code sections 7213(a), 7213A, and 7431; California Penal Code section 502; California Family Code section 17212; California Unemployment Insurance Code sections 1094, 2111, and 2122; California Revenue and Taxation Code sections 7056, 7056.5, 19542, and 19542.1; and California Civil Code section, et seq. 1798.
- b. Protect CSE information against unauthorized access, at all times.
- c. Reproduce information in any form obtained under this MOU solely for purposes described herein.
- d. Refrain from publishing or selling information obtained under this MOU.
- e. Transmit information obtained under this MOU solely for purposes described herein in a secure manner as described in the ISM, Section 2109.

22. Contractor shall implement the following physical safeguards for CSE information. Contractor shall:

- a. Secure and maintain any computer systems, hardware, software, applications, and data that will 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. Safeguard equipment when used in public areas to access and view CSE information (e.g. during legal proceedings).
 - c. Restrict removal of CSE confidential information from Contractor's work location.
 - d. Store CSE information in a place physically secure from access by unauthorized persons.
23. Contractor shall implement the following management safeguards for CSE information. Contractor shall:
- a. Provide annual security awareness training to each user authorized to access CSE information, pursuant to this MOU and ensure that each user will only be provided access to CSE information on a need-to-know basis.
 - b. Annually, obtain signed confidentiality statements provided by DCSS ISO, from each User pursuant to this MOU.
 - c. Maintain signed confidentiality statements in an easily retrievable format and make statements available to DCSS ISO upon request.
 - d. Ensure each user never access or receive any case or participant information of any individual with whom they have a conflict.
 - e. Ensure each user recuse themselves from applicable cases pursuant to this standard at the time of hire and at any time that the user learns that there is a relationship, specified in this standard, with a child support participant in any case.
24. All changes to systems, storage media and network components used for CSE online access or services must be consistent and compatible with CSE technical configuration requirements. To ensure compatibility and compliance, the local ISO designated in this MOU must approve in writing all configurations prior to implementation. DCSS will monitor compliance with this requirement.
25. Contractor shall ensure that unique individual user identifiers and user-selected passwords for each person are utilized on every system capable of online CSE access.
26. Contractor shall ensure video terminals, printers, hard copy printouts or any other forms of CSE records are placed so that they may not be viewed by the public or other unauthorized persons. CSE information shall be destroyed when its business use has ended in a confidential manner such as incineration, mulching, pulping, disintegration, or shredding.
27. Contract shall ensure terminals will not be left unattended while in active logon access session to CSE 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 Contractor for verification of authorized access to CSE information shall be secured against tampering.

Performance

28. The CSE contains IRS data. 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) Any Federal tax returns or return information (hereafter referred to as returns 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. Inspection by or disclosure to anyone other than an officer or employee of the contractor is prohibited.
- (3) 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.
- (4) No work involving returns and return information furnished under this contract will be subcontracted without prior written approval of the IRS.
- (5) The contractor will maintain a list of employees authorized access. Such list will be provided to the DCSS and, upon request, to the IRS reviewing office.
- (6) The DCSS will have the right to void the contract if the contractor fails to provide the safeguards described above.

II. CRIMINAL/CIVIL SANCTIONS

- (1) Each officer or employee of any person to who 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 or 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 who 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.
- (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 DCSS 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 DCSS 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 DCSS's files for review. As part of the certification and at least annually afterwards, contractors should be advised of the provision or IRC Sections 7431, 7213, afterwards, contractors should be advised of the provisions or 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. For both the initial certification and the annual certification, the contractor should sign, either with ink or electronic signature, a confidentiality statement certifying their understanding of the security requirements.

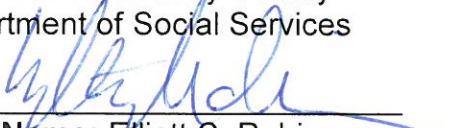
III. Inspection

The IRS and the DCSS shall have the right to send its officers and employees into the offices and plants of the contractor for inspection of the facilities and operations provided for the performance of any work under this contract. On the basis of such inspection, specific measures may be required in cases where the contractor is found to be noncompliant with contract safeguards.

Execution of Signatories

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

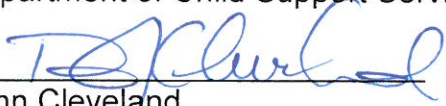
Contractor: Monterey County
Department of Social Services



Print Name: Elliott C. Robinson
Title: Director
Division or Branch: Department of Social Services

Date 12/11/15

State of California
Department of Child Support Services



John Cleveland
Chief Information Security Officer
Information Security Office

Date: 1/27/2016

APPROVED AS TO FORM AND LEGALITY


Juan P. Rodriguez

DEPUTY COUNTY COUNSEL
COUNTY OF MONTEREY

Exhibit 1: Shown as Exhibit 4: *Sanctions for Unauthorized Disclosure*

Exhibit 2: Shown as Exhibit 5: IRC Sec. 7213 Unauthorized Disclosure of Information,
<http://www.irs.gov/pub/irs-pdf/p1075.pdf>

*Exhibit 4 Sanctions for Unauthorized Disclosure***IRC SEC. 7213 UNAUTHORIZED DISCLOSURE OF INFORMATION****(a) RETURNS AND RETURN INFORMATION**

- (1) FEDERAL EMPLOYEES AND OTHER PERSONS** – It shall be unlawful for any officer or employee of the United States or any person described in section 6103(n) (or an officer or employee of any such person), or any former officer or employee, willfully to disclose to any person, except as authorized in this title, any return or return information [as defined in section 6103(b)]. Any violation of this paragraph shall be a felony punishable upon conviction by a fine in any amount not exceeding \$5,000, or imprisonment of not more than 5 years, or both, together with the costs of prosecution, and if such offense is committed by any officer or employee of the United States, he shall, in addition to any other punishment, be dismissed from office or discharged from employment upon conviction for such offense.
- (2) STATE AND OTHER EMPLOYEES**—It shall be unlawful for any person [not described in paragraph (1)] willfully to disclose to any person, except as authorized in this title, any return or return information [as defined in section 6103(b)] acquired by him or another person under subsection (d), (i)(3)(B)(i), (1)(6), (7), (8), (9), (10), (12), (15) or (16) or (m)(2), (4), (5), (6), or (7) of section 6103. Any violation of this paragraph shall be a felony punishable by a fine in any amount not exceeding \$5,000, or imprisonment of not more than 5 years, or both, together with the cost of prosecution.
- (3) OTHER PERSONS** – It shall be unlawful for any person to whom any return or return information [as defined in section 6103(b)] is disclosed in a manner unauthorized by this title thereafter willfully to print or publish in any manner not provided by law any such return or return information. Any violation of this paragraph shall be a felony punishable by a fine in any amount not exceeding \$5,000, or imprisonment of not more than 5 years, or both, together with the cost of prosecution.
- (4) SOLICITATION** – It shall be unlawful for any person willfully to offer any item of material value in exchange for any return or return information [as defined in 6103(b)] and to receive as a result of such solicitation any such return or return information. Any violation of this paragraph shall be a felony punishable by a fine in any amount not exceeding \$5,000, or imprisonment of not more than 5 years, or both, together with the cost of prosecution.
- (5) SHAREHOLDERS** – It shall be unlawful for any person to whom return or return information [as defined in 6103(b)] is disclosed pursuant to the provisions of 6103(e)(1)(D)(iii) willfully to disclose such return or return information in any manner not provided by law. Any violation of this paragraph shall be a felony punishable by a fine in any amount not exceeding \$5,000, or imprisonment of not more than 5 years, or both, together with the cost of prosecution.

IRC SEC. 7213A. UNAUTHORIZED INSPECTION OF RETURNS OR RETURN INFORMATION**(a) PROHIBITIONS**

(1) FEDERAL EMPLOYEES AND OTHER PERSONS – It shall be unlawful for

- (A) any officer or employee of the United States, or
- (B) any person described in section 6103(n) or an officer willfully to inspect, except as authorized in this title, any return or return information.

(2) STATE AND OTHER EMPLOYEES – It shall be unlawful for any person [not described in paragraph (1)] willfully to inspect, except as authorized by this title, any return information acquired by such person or another person under a provision of section 6103 referred to in section 7213(a)(2).

(b) PENALTY

(1) IN GENERAL – Any violation of subsection (a) shall be punishable upon conviction by a fine in any amount not exceeding \$1000, or imprisonment of not more than 1 year, or both, together with the costs of prosecution.

(2) FEDERAL OFFICERS OR EMPLOYEES – An officer or employee of the United States who is convicted of any violation of subsection (a) shall, in addition to any other punishment, be dismissed from office or discharged from employment.

(c) DEFINITIONS – For purposes of this section, the terms “inspect” “return” and “return information” have respective meanings given such terms by section 6103(b).

Exhibit 5 Civil Damages for Unauthorized Disclosure**IRC SEC. 7431 CIVIL DAMAGES FOR UNAUTHORIZED INSPECTION OR DISCLOSURE OF RETURNS AND RETURN INFORMATION.****(a) In general****(1) Inspection or Disclosure by employee of United States**

If any officer or employee of the United States knowingly, or by reason of negligence, inspects or discloses any return or return information with respect to a taxpayer in violation of any provision of section 6103, such taxpayer may bring a civil action for damages against the United States in a district court of the United States.

(2) Inspection or disclosure by a person who is not an employee of United States

If any person who is not an officer or employee of the United States knowingly, or by reason of negligence, inspects or discloses any return or return information with respect to a taxpayer in violation of any provision of section 6103 or in violation of section 6104 (c), such taxpayer may bring a civil action for damages against such person in a district court of the United States.

(b) Exceptions

No liability shall arise under this section with respect to any inspection or disclosure-

- (1) which results from good faith, but erroneous, interpretation of section 6103, or
- (2) which is requested by the taxpayer.

(c) Damages

In any action brought under subsection (a), upon a finding of liability on the part of the defendant, the defendant shall be liable to the plaintiff in an amount equal to the sum of –

- (1) the greater of –
 - (A) \$1,000 for each act of unauthorized inspection or disclosure of a return or return information with respect to which such defendant is found liable, or
 - (B) the sum of –
 - (i) the actual damages sustained by the plaintiff as a result of such unauthorized inspection or disclosure, plus
 - (ii) in the case of a willful inspection or disclosure or an inspection or disclosure which is the result of gross negligence, punitive damages, plus
- (2) the cost of the action.

(d) Period for Bringing Action

Notwithstanding any other provision of law, an action to enforce any liability created under this section may be brought, without regard to the amount in controversy, at any time within 2 years after the date of discovery by the plaintiff of the unauthorized inspection or disclosure.

(e) Notification of Unlawful Inspection and Disclosure

If any person is criminally charged by indictment or information with inspection or disclosure of a taxpayer's return or return information in violation of –

- (1) paragraph (1) or (2) of section 7213 (a),
- (2) section 7213A (a), or
- (3) subparagraph (B) of section 1030(a)(2) of Title 18, United States Code, the Secretary shall notify such taxpayer as soon as practicable of such inspection or disclosure.

(f) Definitions

For purposes of this section, the terms “inspect”, “inspection”, “return” and “return information” have the respective meanings given such terms by section 6103 (b).

(g) Extension to information obtained under section 3406

For purposes of this section –

- (1) any information obtained under section 3406 (including information with respect to any payee certification failure under subsection (d) thereof) shall be treated as return information, and
- (2) any inspection or use of such information other than for purposes of meeting any requirement under section 3406 or (subject to the safeguards set forth in section 6103) for purposes permitted under section 6103 shall be treated as a violation of section 6103.

For purposes of subsection (b), the reference to section 6103 shall be treated as including a reference to section 6311 (e).

