



# Child Support Services

## COUNTY OF TULARE

### AGENDA ITEM

#### BOARD OF SUPERVISORS

ALLEN ISHIDA  
District One

PETE VANDER POEL  
District Two

PHILLIP A. COX  
District Three

J. STEVEN WORTHLEY  
District Four

MIKE ENNIS  
District Five

**AGENDA DATE:** January 15, 2013 - REVISED

Public Hearing Required	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Scheduled Public Hearing w/Clerk	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Published Notice Required	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Advertised Published Notice	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Meet & Confer Required	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Electronic file(s) has been sent	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Budget Transfer (Aud 308) attached	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Personnel Resolution attached	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
Agreements are attached and signature line for Chairman is marked with tab(s)/flag(s)	Yes <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>

CONTACT PERSON: Robert Owen PHONE: 713-5794

**SUBJECT:** Approve an agreement and addendum with the State of California, Department of Motor Vehicles.

**REQUEST(S):**

That the Board of Supervisors:

1. Approve an agreement and addendum with the State of California, Department of Motor Vehicles (DMV) to provide access to DMV records for a period of 48 months beginning the date the agreement and addendum are executed by the State; and
2. Authorize the Director of the Department of Child Support Services to sign the agreement and the addendum as directed by the California Department of Child Support Services.

**SUMMARY:**

A letter issued December 20, 2012 by the California Department of Child Support Services directs the Tulare County Department of Child Support Services to complete the Agreement (form INF1130) and Addendum (form NF2114) and for the Director of the Tulare County Department of Child Support Services sign these forms. Allowing access to DMV records enhances the ability of the department to carry out its directive to get support for children.

**FISCAL IMPACT/FINANCING:**

There will be no fiscal impact on the county as Child Support Services is a sub-vented department.

**SUBJECT:** Approve an agreement and addendum with the State of California,  
Department of Motor Vehicles.

**DATE:** January 15, 2013

**LINKAGE TO THE COUNTY OF TULARE STRATEGIC BUSINESS PLAN:**

This agenda item is linked to the Organizational Performance component of the County of Tulare Strategic Business Plan. By approving access to Department of Motor Vehicle records, staff will be able to perform their tasks more efficiently and stay in compliance with federal and state laws and regulations.

**ADMINISTRATIVE SIGN-OFF:**

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Robert T. Owen  
Chief Attorney, Child Support Services

Cc: Auditor-Controller  
County Counsel  
County Administrative Office (2)

Attachments Agreement (Form INF1130)  
Addendum (Form INF2114)

**BEFORE THE BOARD OF SUPERVISORS  
COUNTY OF TULARE, STATE OF CALIFORNIA**

IN THE MATTER OF APPROVE AN AGREEMENT AND ADDENDUM WITH THE STATE OF CALIFORNIA, DEPARTMENT OF MOTOR VEHICLES.	) ) ) ) ) )	Resolution No. _____ Agreement No. _____
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UPON MOTION OF SUPERVISOR \_\_\_\_\_,        SECONDED        BY  
SUPERVISOR \_\_\_\_\_, THE FOLLOWING WAS ADOPTED BY THE  
BOARD OF SUPERVISORS, AT AN OFFICIAL MEETING HELD \_\_\_\_\_  
\_\_\_\_\_, BY THE FOLLOWING VOTE:

AYES:  
NOES:  
ABSTAIN:  
ABSENT:

ATTEST:    JEAN M. ROUSSEAU  
              COUNTY ADMINISTRATIVE OFFICER/  
              CLERK, BOARD OF SUPERVISORS

BY: \_\_\_\_\_  
                                 Deputy Clerk

\* \* \* \* \*

1. Approved an agreement and addendum with the State of California, Department of Motor Vehicles to provide access to DMV records for a period of 48 months beginning the date the agreement and addendum are executed by the State; and
2. Authorized the Director of the Department of Child Support Services to sign the agreement and the addendum as directed by the California Department of Child Support Services.



**SOCIAL SECURITY NUMBER ADDENDUM  
To Government Requester Account Agreement  
INFORMATION SERVICES BRANCH**

**Requester Account Number:** \_\_\_\_\_

**DMV USE ONLY**

Addendum No.: \_\_\_\_\_

Date Approved: \_\_\_\_\_

This "Addendum," hereinafter referred to as "Addendum," and bearing the Addendum Number referenced above will be attached to and form a part of the Government Requester Account Agreement between the Department of Motor Vehicles, hereinafter referred to as the "Department," and \_\_\_\_\_, hereinafter referred to as the "Requester."

**A. GENERAL PROVISIONS**

This Addendum, when signed by the Department and the Requester, authorizes the Requester to:

(Check one or both of the following boxes, as applicable)

☐ receive social security number (SSN) record information from the Department for the purpose of performing specified services as authorized by one or more of the following Federal or State statutes:

- **Federal:** Title 18, United States Code, Section 2721(b)(1), for use by any governmental agency, including any court or law enforcement agency in carrying out its functions; or any private person or entity acting on behalf of a Federal, State, or local agency in carrying out its functions.
- **Federal:** Title 42, United States Code, Section 405(c)(2)(C)(vi)(I), for the purpose of responding to requests from an agency operating pursuant to the provisions of Part A [Aid to Families with Dependent Children (AFDC)] or Part D [Child Support and Establishment of Paternity] of Title 42, United States Code, Section 601, et. seq., and Section 651, et. seq.
- **State:** California Vehicle Code, Section 1653.5, for use by the Franchise Tax Board in carrying out tax administration functions; or for the purpose of implementing Government Code, Section 12419.10, that authorizes the State Controller to offset a Franchise Tax Board refund or Lottery winnings; or to collect an unpaid fine, penalty, assessment, bail, vehicle parking penalty, or court ordered reimbursement for court related services.

☐ use the social security number (SSN) for matching purposes only; as authorized by Title 42, United States Code, Section 405(c)(2)(C)(i); for the purpose of identification in the administration of any tax, general public assistance, driver's license, or motor vehicle registration.

**B. INFORMATION ACCESS AND USE**

The Requester will use the social security number (SSN) under the provisions of this Addendum only; for the purpose of administering the program(s) described above.

**C. REQUESTER CERTIFICATION**

The individual signing this Addendum on behalf of the Requester shall be responsible for administering the provisions of the agreement between the Requester and the Department; the orientation and training of persons authorized to access the Department's record information; and maintaining the security and integrity of the record information received from the Department.

I certify under penalty of perjury, under the laws of the State of California, that I have read and understand this Addendum, and agree to comply with the requirements contained herein.

Executed at: \_\_\_\_\_  
CITY COUNTY STATE

By: \_\_\_\_\_ Date: \_\_\_\_\_  
DIRECTOR OR DESIGNEE

Print Name: \_\_\_\_\_ Title: \_\_\_\_\_

**D. DEPARTMENT APPROVAL**

STATE OF CALIFORNIA

Department of Motor Vehicles

By: \_\_\_\_\_ Date: \_\_\_\_\_  
DMV REPRESENTATIVE

# SECTION D. PURPOSE OF ACCOUNT (Continued from Page 1)

3. ☐ **INQUIRY ONLY** – If your Agency is applying for authorization to request and obtain DMV record information in order to carry out your governmental functions, check this box. Explain the purpose of inquiry below:

<p>a. <input type="checkbox"/> <b>Vehicle/Vessel Registration (VR)</b></p> <p>PURPOSE OF INQUIRY:</p>		<p><b>DMV USE ONLY</b></p> <p>Purpose Approved?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>Is residence address necessary to perform this function? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>b. <input type="checkbox"/> <b>Driver License/Identification Card (DL/ID)</b></p> <p>PURPOSE OF INQUIRY:</p>		<p><b>DMV USE ONLY</b></p> <p>Purpose Approved?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>Is residence address necessary to perform this function? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>c. <input type="checkbox"/> <b>Financial Responsibility (FR) - Available in paper/hardcopy only — See Instructions for more information.</b></p> <p>PURPOSE OF INQUIRY:</p>		<p><b>DMV USE ONLY</b></p> <p>Purpose Approved?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>Is residence address necessary to perform this function? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		
<p>d. <input type="checkbox"/> <b>Occupational License (OL)</b></p> <p>PURPOSE OF INQUIRY:</p>		<p><b>DMV USE ONLY</b></p> <p>Purpose Approved?</p> <p><input type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p>Is residence address necessary to perform this function? <input type="checkbox"/> Yes <input type="checkbox"/> No</p>		

## SECTION E. ACCESS METHOD(S) — Check ALL That Apply


- ☐ Paper/Hardcopy - Manual Process (Allow 7 to 14 working days)
- ☐ Cartridge Tape (IBM Compatible, 3480 non-compressed or 3490 compressed) - Batch (Overnight plus mail time) - **Renewals Only**
- ☐ File Transfer Protocol (FTP) via Virtual Private Network (VPN) - Batch (Overnight)
- ☐ On-Line - (Requires Network Connection) **COMPLETE SECTION F.**
- ☐ CLETS - If you are applying for a requester code in order to obtain access through the CA Law Enforcement Telecommunications System (CLETS), check this box.

## SECTION F. ON-LINE APPLICANTS ONLY — DO NOT COMPLETE FOR CLETS ACCESS

<p>1. HOURS OF ON-LINE ACCESS:</p> <p>Days <u>Monday through Friday</u> Hours <u>7:00</u> A.M. TO <u>7:00</u> P.M.</p>			
<p>2. NAME OF DATA CENTER (I.E., DTS OR CITY/COUNTY DATA CENTER, etc.)</p> <p><u>Tulare County IT DATA CENTER</u></p>		<p>TELEPHONE #</p> <p><u>559-636-4848</u></p>	<p>DATA CENTER WEBSITE ADDRESS</p>
<p>NAME AND TITLE OF THE DATA CENTER TECHNICAL COORDINATOR</p> <p><u>JOE PEPLERS, IT Division Mgr.</u></p>		<p>TELEPHONE #</p> <p><u>559-636-4815</u></p>	<p>E-MAIL ADDRESS</p> <p><u>JPEPLERS@CO.Tulare.CA.US</u></p>
<p>STREET ADDRESS (PHYSICAL LOCATION)</p> <p><u>221 S. Mooney Blvd</u></p>	<p>CITY</p> <p><u>Visalia</u></p>	<p>COUNTY</p> <p><u>Tulare Co.</u></p>	<p>STATE</p> <p><u>CA</u></p>
<p>MAILING ADDRESS (IF DIFFERENT)</p>	<p>CITY</p>	<p>COUNTY</p>	<p>STATE</p>
<p>ZIP CODE</p> <p><u>93291</u></p>			
<p>3. NAME AND TITLE OF INFORMATION SECURITY OFFICER</p> <p><u>LARRY LEWIS</u></p>		<p>TELEPHONE #</p> <p><u>559-636-4876</u></p>	<p>E-MAIL ADDRESS</p> <p><u>LLEWIS@CO.Tulare.CA.US</u></p>
<p>NAME AND TITLE OF ACCESS CONTROL ADMINISTRATOR</p> <p><u>JOE PEPLERS, IT Division Mgr.</u></p>		<p>TELEPHONE #</p> <p><u>559-636-4815</u></p>	<p>E-MAIL ADDRESS</p> <p><u>JPEPLERS@CO.Tulare.CA.US</u></p>
<p>STREET ADDRESS (PHYSICAL LOCATION)</p> <p><u>221 S. Mooney Blvd</u></p>	<p>CITY</p> <p><u>Visalia</u></p>	<p>COUNTY</p> <p><u>Tulare Co.</u></p>	<p>STATE</p> <p><u>CA</u></p>
<p>MAILING ADDRESS (IF DIFFERENT)</p>	<p>CITY</p>	<p>COUNTY</p>	<p>STATE</p>
<p>ZIP CODE</p> <p><u>93292</u></p>			

## **PART II AGREEMENT – PLEASE READ EACH SECTION CAREFULLY**

### **A. GENERAL PROVISIONS**

1. This Application/Agreement, hereinafter referred to as "Agreement," is between the State of California, Department of Motor Vehicles (DMV), hereinafter referred to as the "Department," and the Government Agency identified in Part I, hereinafter referred to as the "Requester," for the purpose of the Department providing information from its files for Government Agency use.
2. The term of this Agreement shall be for forty eight (48) months from the approval date and renewable at forty eight (48) month intervals thereafter.
3. This Agreement is subject to any restrictions, limitations, or provisions enacted by the California State Legislature which may affect the provisions or terms set forth herein. The Requester is required to comply with the applicable statutes of the California Vehicle Code (CVC), California Code of Regulations (CCR) Title 13, and United States Code Title 18.
4. No alteration or variation of the terms of this Agreement shall be valid unless made in writing and signed by both parties hereto. No oral understanding or agreement, not incorporated herein, shall be binding on either party.
5. Requester shall not represent themselves as agents/employees of the Department. For the purposes of this Agreement, the "Requester" includes the Requester's employees, unless the context provides otherwise.
6. **(Applies to Federal Government and Out-of-State Agencies/Requesters)**—"The Requester agrees to pay for any loss, liability or expense, including attorney fees, expert witness fees and court costs, which arises out of or relates to the Requester's acts or omissions regarding its obligations hereunder, where a final determination of liability on the part of the Requester is established by a court of law or where settlement has been agreed to by the Requester. This provision may not be construed to limit the Requester's rights, claims, or defenses which arise as a matter of law or under any other provision of this Agreement. This provision may not be construed to limit the sovereign immunity of the Requester."
7. This Agreement is not assignable by the Requester, either in whole or in part, without prior written consent of the Department.
- 8a. Any promotional or informational material related to accessing the Department's records shall be accurate and consistent with the terms of this Agreement and shall only contain factual statements relating to the purpose and condition of access.
  - b. Requester shall not use the logogram  in any advertising or other agency business materials used in the business of the Requester. Advertising shall neither state nor imply that there is any official connection between the Department and the Requester, or that the Department has sanctioned or approved of either the advertisement or the Requester's service.
- 9a. If the Authorized Representative, designee responsible for the administration of the account, the DMV contact person, agency address, or any other changes of information occur in Part I of this Agreement, notification shall be submitted, in writing, within ten (10) business days on Government Requester Account Application (INF 1130) or Agency Letterhead to the following address:  
Department of Motor Vehicles, Account Processing Unit—H221, P.O. Box 944231, Sacramento, CA 94244-2310
  - b. Requester shall notify the Account Processing Unit, in writing, (see address in 9a) within ten (10) business days of any intended or actual closure of the Government Agency Requester Account.

### **B. INFORMATION USE**

1. Requester shall not use Department records for any purpose except for that which has been approved by the Department in Part I.
2. When a non-law enforcement agency receives information from Department records that indicates a vehicle or vessel has a Department of Justice (DOJ) "stop," Requester shall immediately notify local law enforcement of its location, if known.

### **C. GENERAL SECURITY REQUIREMENTS**

1. Requester shall maintain the security and integrity of the information it receives. A violation of any provision(s) of the Agreement, whether by omission or commission, may result in suspension or termination of service to Requester.
2. Requester shall ensure compliance with all the security provisions of this Agreement. If misuse or inappropriate access is suspected or confirmed, Requester shall notify the Department's Information Services Branch, Policy and Information Privacy Section, by telephone, at (916) 657-5583 within one (1) business day. A written notification containing all facts therein shall be prepared by the Requester within three (3) business days and mailed to the Department at the following address:  
Department of Motor Vehicles, Information Services Branch, Policy and Information Privacy Section—H225, P. O. Box 942890, Sacramento, CA 94290-0890
3. In the event of any breach of the security of the Requester's system or database containing the personal information of California residents, the Requester shall bear all responsibility for providing notice of the breach to the affected residents as required by California Civil Code Section 1798.29. The Requester shall bear all costs associated with providing this notice, and shall also be responsible for providing identity theft prevention services to the affected California residents. These protections include, but are not limited to, providing credit monitoring services for each affected resident for a minimum of one year following the breach of the security of the system maintained by the Requester. In addition, the Requester agrees to comply with all federal and California state law, including all of the provisions of the California statutes and Title 13 of the California Code of Regulations.
- 4a. Requester shall require every employee and the system administrator having direct or incidental access to Department records to sign a copy of the Information Security Statement (INF 1128). The INF 1128 is required upon initial authorization for access to Department records and annually thereafter. The Requester's signed statement(s) shall be maintained on file at Requester's work site for at least two years following the deactivation or termination of the authorization and shall be available to the Department upon demand.
  - b. Requester shall restrict the use and knowledge of requester codes and operational manuals to employees who have signed an Information Security Statement (INF 1128).
  - c. Requester shall maintain a current list of names of persons authorized to access Department records. This list shall be available to the Department upon demand.
5. Access terminals and modems shall not be left unattended while in active session unless secured by a locking device that prevents entry or receipt of information, or are placed in a locked room that is not accessible to unauthorized persons.
6. Video terminals, printers, hardcopy printouts, or any other form of duplication of Department approved records that are located in public access areas shall be placed so that the records shall not be viewed by the public or other unauthorized persons.

7. All information received from the Department's files must be destroyed once its legitimate use has ended. The method of destruction for the Department's records will be conducive to the type of record requested and in a manner that cannot be reproduced or identified in any physical or electronic form.
8. Requester shall not disclose its' Department assigned requester code, either orally or in writing, to anyone who is not in the direct employ of the Requester and has not signed the Information Security Statement (INF 1128) other than a Department approved Service Provider (Vendor or Agent).
9. Requester shall not sell, retain, distribute, provide or transfer any record information or portion of the record information acquired under this Agreement except as authorized by the Department.

#### **D. RESIDENCE ADDRESS ACCESS AUTHORITY**

1. Requester shall protect the confidentiality of any residence address received from Department records pursuant to CVC §1808.47. Requester's employees shall not obtain or use any confidential or restricted records for any purpose other than the reason set forth and authorized by the Department.
2. Requester may release residence or mailing address information to an individual, other than an employee, who is acting on behalf of the Requester provided an agreement acknowledging the confidentiality of residence address information pursuant to CVC §1808.47 is signed by the individual with whom the Requester has contracted services.

#### **E. AUDIT**

1. Requester's documentation supporting the reason for inquiry, including but not limited to, transaction details, and computer software/programs maintained for the purposes defined in this Agreement, shall be subject to inspection, review, or audit by the Department or its designee for a period of two years from the date of the request.
2. Requester agrees to accommodate Department's request for an inspection, review or audit immediately upon request from the department or the department's representative and to allow on-site audits during regular business hours.

#### **F. SIGNATURE REQUIREMENTS**

*I hereby acknowledge that I am an authorized representative of the agency named in Part I, Section B and have been designated as the person responsible for compliance with the statutes and regulations pertaining to access and use of Department record information. I have read and agree to the provisions contained herein and shall be responsible for the orientation, training, and supervision of persons authorized to access Department record information.*

*I understand that false or misleading answers are cause for denial of an Agreement and/or termination of any access agreement granted. I understand that if this application for requester account is approved, I will be required to conform to the statements presented within. This Agreement specifies the terms and conditions of our relationship. Any deviations will be considered by DMV as misuse and may result in both revocation of the account and refusal of subsequent applications. I understand that according to provisions of the California Vehicle Code Section 1808.45, the willful, unauthorized disclosure of information from any department record for a purpose other than the one stated in the request, or the use of any false report to obtain information from any department record, or the sale or other distribution of the information to a person or organization not disclosed in the request is a misdemeanor, punishable by a fine not exceeding \$5,000 or by imprisonment in the county jail not exceeding one year, or both fine and imprisonment.*

*I understand that according to provisions of the California Vehicle Code Section 1808.46, any person holding a requester code who directly or indirectly obtains information from the Department of Motor Vehicles using false representations or distributes restricted or confidential information to any person or uses the information for a reason not authorized or specified in this application is liable to the Department of Motor Vehicles for civil penalties up to \$100,000 and shall have their requester code privileges suspended for a period up to five (5) years or revoked.*

**I certify (or declare) under penalty of perjury under the laws of the State of California that the foregoing is true and correct.**

PRINT NAME AND TITLE OF GOVERNMENT OFFICIAL OR AUTHORIZED REPRESENTATIVE				DAYTIME TELEPHONE NUMBER (     )
SIGNATURE OF GOVERNMENT OFFICIAL OR AUTHORIZED REPRESENTATIVE	CITY	COUNTY	STATE	DATE
X				

#### **APPROVED BY DEPARTMENT OF MOTOR VEHICLES REPRESENTATIVE:**

PRINT NAME AND TITLE	DATE
SIGNATURE	
X	

#### **WHERE TO MAIL YOUR APPLICATION AND SUPPORTING DOCUMENTS**

##### **ALL AGENCIES (Except Parking/Toll Agencies)**

##### **mail to:**

Department of Motor Vehicles  
Account Processing Unit – MS H221  
PO Box 944231  
Sacramento, CA 94244-2310  
(916) 657-5564

##### **PARKING AND TOLL AGENCIES ONLY,**

##### **mail to:**

Department of Motor Vehicles  
Justice & Government Liaison Branch  
Attn: Parking Coordinator – MS H171  
PO Box 932345  
Sacramento, CA 94232-3450  
(916) 657-7732