

Section 1 Purpose

NAPA COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES
AND
SONOMA COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES

MEMORANDUM OF UNDERSTANDING FOR
FISCAL REPORTING SERVICES
September 1, 2024 through June 30, 2025

This agreement is entered into between the Napa County Department of Child Support Services, hereinafter called NAPA, and the Sonoma County Department of Child Support Services, hereinafter called SONOMA. The effective date of this agreement is September 1, 2024.

WHEREAS, SONOMA desires to obtain fiscal accounting and reporting services from an experienced government fiscal manager familiar with California’s Child Support Enforcement Program in order to work directed financial reports and activities while SONOMA is hiring and training a new employee to cover those functions; and

WHEREAS, NAPA desires to offer the services of government fiscal manager familiar with California’s Child Support Enforcement Program to assist SONOMA in its staffing needs; and

WHEREAS, the Child Support Enforcement Program is funded by the federal government as well as the State of California, and local child support agencies such as NAPA and SONOMA are encouraged to share services; and

NOW, THEREFORE, the parties agree as follows:

1. NAPA will provide on a part-time basis the services of fiscal manager Hector Plancarte, hereinafter HECTOR, a person known to both NAPA and SONOMA as having the required expertise in the subject matter, to SONOMA up to 4 hours each week or alternative schedules as agreed upon by the Directors of both agencies. HECTOR shall arrange his own schedule but shall ensure SONOMA’s financial budgeting reports (known as BECA reports) are submitted timely for SONOMA. Other budget reporting functions, such as FTE surveys and reallocation requests are specifically excluded from this agreement. HECTOR shall also timely correspond and assist the Director or SONOMA or designee to the extent reasonably necessary to communicate the need for additional documentation, approvals and/or areas of concern.

It is anticipated the SONOMA may hire its own fiscal employee to assume the roles temporarily assumed by HECTOR. If such an employee is hired prior to the termination of this memorandum, this memorandum may be extended at the request of SONOMA to include training by HECTOR to the new employee of SONOMA.

Both NAPA and SONOMA shall be responsible for supervising HECTOR, with SONOMA supervising for quality assurance and NAPA responsible for supervising attendance, HR issues and other administrative functions relating to the time spent with SONOMA.

2. NAPA and SONOMA remain separate and distinct

NAPA and SONOMA shall remain separate and distinct programs operated within the respective counties.

3. Charges for Services

SONOMA will be responsible for the salary and benefits of HECTOR at the NAPA rate of service for the time spent on work for SONOMA. NAPA will ensure HECTOR maintains records pertaining to the time spent on SONOMA's financial reporting and those shall be invoiced to SONOMA on a monthly basis. It is anticipated that SONOMA may not need the services provided for HECTOR for the entire FY 2024- 2025, and therefore the responsibility of SONOMA to pay for the salary and benefits is limited to the pay periods where the HECTOR is actually providing services to SONOMA.

There will be no direct payments/reimbursement between NAPA and SONOMA. California State DCSS shall allocate the costs of work performed by the Napa employee on behalf of SONOMA to NAPA.

The total value of services rendered by NAPA under this contract shall not exceed \$50,000.00.

4. Data Collection

NAPA and SONOMA shall each keep data regarding processes that work well, those that need improvement, lessons learned and suggestions for change for future "service sharing" agreements.

5. General Provisions

It is specifically and expressly understood that this agreement creates no relationship of employer/employee between Napa County and Sonoma County and the NAPA and SONOMA personnel.

The Directors of NAPA and SONOMA agree to meet on a regular basis to discuss the status of the shared services, including problems, issues, concerns, standards, and goals.

SONOMA authorizes NAPA to access Child Support Enforcement System - CSE and BECA and any other databases required for HECTOR to prepare the required financial documentation contemplated hereunder.

NAPA will provide services in line with DCSS policies and procedures and SONOMA specific policies and procedures where appropriate.

HECTOR will be permitted to provide services pursuant to this agreement remotely and will not be required to travel to Sonoma County to provide these services.

6. Hold Harmless and Insurance Requirements

NAPA and SONOMA shall each defend, hold harmless, and indemnify the other party, its governing board, officers, officials, administrators, agents, employees, volunteers, and other representatives from and against any and all liabilities, claims, demands, costs, losses, damages, or expenses, including reasonable attorneys' fees and costs, and including but not limited to, consequential damages, loss of use, extra expense, death, sickness, or injury to any person(s) or damage to any property, from any cause whatsoever arising from or connected with the service hereunder, that arise out of or result from, in whole or in part, the negligent, wrongful, or willful acts or omissions of the indemnifying party, its employees, volunteers, agents, subcontractors, consultants, or other representatives. This indemnity provision shall survive the termination or expiration of this agreement and is an addition to any other rights or remedies that SONOMA and NAPA may have under law or under this agreement.”

Without limiting the parties' indemnification obligations set forth herein, each party shall maintain in full force and effect, at its own expense, any and all appropriate comprehensive general liability, comprehensive automobile, workers' compensation and professional liability insurance policies.

7. Miscellaneous

No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth, or related medical 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 state and federal regulations that are involved in this agreement.

This agreement may be signed in more than one counterpart, in which case each counterpart shall constitute an original of this agreement.

This agreement may not be assigned or delegated by either party without the prior written consent of the other party.

8. Amendment

This agreement may be amended at any time during the term of this agreement upon the mutual consent of both parties. No addition to, or alteration of, the terms of this agreement shall be valid unless made in writing and signed by the parties hereto.

9. Jurisdiction and Venue

This agreement shall be construed in accordance with the laws of the State of California. Any dispute relating hereto shall be elevated to the State of California Department of Child Support Services by the parties for resolution.

10. Confidential Information

- A. Disclosure of Confidential Information. In the performance of this MOU, each party may receive information that is confidential under local, state or federal law. Each party hereby agrees to protect all confidential information in conformance with any and all applicable local, state and federal laws, regulations, policies, procedures and standards, including, without limitation: Division 19 of the California Department of Social Services Manual of Policies and Procedures – Confidentiality of

Information; California Welfare and Institutions Code Sections 827, 5328, 10850 and 14100.2; California Health and Safety Code Sections 1280.15 and 1280.18; the California Information Practices Act of 1977; the California Confidentiality of Medical Information Act (“CMIA”); the United States Health Information Technology for Economic and Clinical Health Act (“HITECH Act”); the United States Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) and any current and future implementing regulations promulgated thereunder, including, but not limited to, the Federal Privacy Regulations contained in Title 45 of the Code of Federal Regulations (“C.F.R.”) Parts 160 and 164, the Federal Security Standards contained in 45 C.F.R. Parts 160, 162 and 164 and the Federal Standards for Electronic Transactions contained in 45 C.F.R. Parts 160 and 162, all as may be amended from time to time.

- B. Continuing Compliance with Confidentiality Requirements. Each party hereby acknowledges that local, state and federal laws, regulations and standards pertaining to confidentiality, electronic data security and privacy are rapidly evolving, and that amendment of this MOU may be required to ensure compliance with such developments. Each party agrees to promptly enter negotiations concerning an amendment to this MOU embodying written assurances consistent with the requirements of HIPAA, the HITECH Act, the CMIA and any other applicable local, state and federal laws, regulations or standards.

11. Notices

All notices required to be given pursuant to the terms and conditions of this MOU shall be in writing and either served personally or sent by certified mail, return receipt requested, to the respective addresses set forth below. Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

SONOMA: Sonoma County Department of Child Support Services
Attention: Janeene de Martinez
3725 Westwind Blvd \, Suite 200
Santa Rosa, California 95403

NAPA: Napa County Department of Child Support
Services
Attention: Douglas Durward
1127 1st Street Suite D
Napa, California 94559

12. Applicable Laws, Regulations and Standards

- A. General Legal Requirements. Each party hereby agrees to comply with all local, state, and federal laws, regulations, policies, procedures and standards applicable to the licenses and services provided pursuant to the terms and conditions of this Agreement.
- B. Licensure Requirements. Each party hereby agrees to comply with all local, state, and federal licensure, certification and accreditation requirements and standards applicable to the licenses and services provided pursuant to the terms and conditions of this Agreement.
- C. Accessibility Requirements. Each party hereby agrees to comply with any and all applicable accessibility requirements set forth in the Americans with Disabilities Act, Section 508 of the Rehabilitation Act of 1973, as amended, California Government Code Section 1135 and any current and future implementing regulations, policies, procedures and standards promulgated thereunder, including, without limitation, the federal accessibility standards set forth in 36 C.F.R. Section 1194.1, all as may be amended from time to time.

- D. Conflict of Interest Requirements. Each party hereby agrees to comply with any and all applicable conflict of interest requirements set forth in the California Political Reform Act and any current and future implementing regulations, policies, procedures and standards promulgated thereunder.

13. Provisions Required by Law

This Agreement is subject to any additional local, state and federal restrictions, limitations or conditions that may affect the terms, conditions or funding of this Agreement. This Agreement shall be read and enforced as though all legally required provisions are included herein, and if for any reason any such provision is not included, or incorrectly stated, the parties agree to amend the pertinent section to make such insertion or correction.

14. Reference to Laws, Regulations and Standards

In the event any law, regulation or standard referred to herein is amended during the term of this Agreement, the parties agree to comply with the amended provision as of the effective date thereof.

15. Severability

If any provision of this Agreement, or any portion thereof, is found by any court of competent jurisdiction to be unenforceable or invalid for any reason, such provision shall be severable and shall not in any way impair the enforceability of any other provision of this Agreement. In such a scenario, the parties agree to work in good faith to amend the unenforceable term or terms to comply with the applicable law and to reflect the parties' intention, if necessary.

16. Survival of Provisions

The obligations set forth in section 10 – Confidential Information shall survive the expiration or termination of this agreement.

17. Interpretation

This Agreement, as well as its individual provisions, shall be deemed to have been prepared equally by both of the parties hereto, and shall not be construed or interpreted more favorably for one (1) party on the basis that the other party prepared it.

18. Force Majeure

Neither party hereto shall be liable or responsible for delays or failures in performance resulting from events beyond the reasonable control, and without the fault or negligence, of such party. Such events shall include, without limitation, acts of God, strikes, lockouts, riots, acts of war, epidemics, pandemics, acts of government, fire, power failures, nuclear accidents, earthquakes, unusually severe weather, acts of terrorism or other disasters, whether or not similar to the foregoing.

19. Entire Agreement

This MOU contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this MOU shall be deemed to exist or to bind either of the parties hereto. In addition, this MOU shall supersede in their entirety any and all prior agreements, promises, representations, understandings and negotiations of the parties, whether oral or written, concerning the same subject matter. Any and all acts which may have already been consummated pursuant to the terms and

conditions of this MOU are hereby ratified.

20. Counterpart Execution

This MOU, and any amendments hereto, may be executed in one (1) or more counterparts, each of which shall be deemed to be an original and all of which, when taken together, shall be deemed to be one (1) and the same agreement. This MOU, and any amendments hereto, may be signed by manual or electronic signatures in accordance with any and all applicable local, state and federal laws, regulations and standards, and such signatures shall constitute original signatures for all purposes. A signed copy of this MOU, and any amendments hereto, transmitted by email or by other means of electronic transmission shall be deemed to have the same legal effect as delivery of an original executed copy of this MOU and any amendments hereto.

21. Authority to Execute

Each person executing this MOU represents and warrants that he or she is duly authorized and has legal authority to execute and deliver this MOU. Each party represents and warrants to the other that the execution and delivery of this MOU and the performance of such party's obligations hereunder have been duly authorized.

22. Dispute Resolution

Each party hereto agrees to make their best effort to resolve any and all disputes arising hereunder, or relating hereto, by good faith discussion whenever possible.

23. Standard of Practice

Each party warrants that it has the degree of learning and skill ordinarily possessed by reputable professionals practicing in similar localities in the same profession and under similar circumstances. Each party's duty is to exercise such care, skill and diligence as professionals engaged in the same profession ordinarily exercise under like circumstances.

24. Relationship of the Parties

- A. Independent Contractor Relationship. Each party hereby acknowledges that this Agreement is by and between two (2) independent entities and is not intended to, and shall not be construed to, create the relationship of agents, servant, employee, partnership, joint venture or any other similar association. HECTOR shall not be entitled to any benefits to which SONOMA employees are entitled, including, without limitation, overtime, retirement, leave or workers' compensation benefits. No employment relationship exists between the parties hereto, and NAPA shall be solely responsible for the acts and omissions of its agents, officers, employees, assignees and subcontractors.
- B. Performance of Duties and Obligations. Each party hereby acknowledges that SONOMA shall not control or direct HECTOR with regard to the manner or means in which HECTOR performs his duties and obligations under this Agreement. HECOTR shall not have the authority to bind SONOMA contractually or incur any obligations on behalf of SONOMA unless specifically directed by SONOMA. HECTOR will not represent himself as an employee of SONOMA in any capacity, including, without limitation, when interacting with SONOMA's clients, vendors or employees.

25. Term of Agreement

This agreement shall be in effect from the date of execution by all parties to June 30, 2025, unless written notice to terminate is given by either party to the other at least thirty (30) days prior to the date of termination, or unless the annual cap of \$50,000 is reached on an earlier date. Either party may terminate this agreement without cause upon thirty (30) days advance written notice which states the effective date of the termination.

Signatures

IN WITNESS WHEREOF, the parties hereto by their duly authorized representatives have affixed their hands on the day and year first above written.

 Douglas Durward, Director
 NAPA Department of Child Support Services

 Date

 Janeene de Martinez, Director
 SONOMA Department of Child Support Services

 Date

 David Kilgore, Director
 California State Department of Child Support Services

 Date

Signatures County of Napa (continued)

NAPA COUNTY, a political subdivision of the State of California

By: _____
 Joelle Gallagher, Chair of the Board of Supervisors

<p>APPROVED AS TO FORM Office of County Counsel</p> <p>By: <u>Rachel L. Ross (e-signature)</u>, Deputy County Counsel</p> <p>Date: August 26, 2024</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: (Board Meeting Date)</p> <p>Processed By:</p> <p>_____ Deputy Clerk of the Board</p>	<p>ATTEST: NEHA HOSKINS Clerk of the Board of Supervisors</p> <p>By: _____</p>
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