

Section 1 Purpose

NAPA COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES
AND
HUMBOLDT COUNTY DEPARTMENT OF CHILD SUPPORT
SERVICES
MEMORANDUM OF UNDERSTANDING FOR
CASE MANAGER SERVICES
October 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 Humboldt County Department of Child Support Services, hereinafter called HUMBOLDT. The effective date of this agreement is October 1, 2024.

WHEREAS, HUMBOLDT desires to obtain certain services of Child Support Specialists (CSS) familiar with the Child Support Enforcement Program in order to work directed reports and activities while HUMBOLDT is hiring and training new employees; and

WHEREAS, NAPA desires to offer the services of experienced Child Support Specialists to assist HUMBOLDT 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 HUMBOLDT are encouraged to share services; and

NOW, THEREFORE, the parties agree as follows:

1. NAPA will provide the services of two (2) CSS to HUMBOLDT equal up to 40 hours each week or alternative schedules as agreed upon by the Directors of both agencies. One of the two CSS will only be available between 10/01/2024 and 02/01/2025. The other will be available until the total value of services reaches the \$200,000.00 annual cap or for longer/shorter terms as agreed by NAPA and HUMBOLDT.

The CSS provided by NAPA to HUMBOLDT pursuant to this agreement shall be familiar with child support establishment and enforcement, including relevant laws, policy and procedures. Each shall be employees in good standing with no less than 5 years full-time experience as a Title IV-D CSS.

Both NAPA and HUMBOLDT shall be responsible for supervising the CSS provided by NAPA, with HUMBOLDT supervising for quality assurance and compliance issues and with NAPA responsible for supervising attendance, HR issues and other administrative functions.

2. NAPA and HUMBOLDT remain separate and distinct

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

3. Charges for Services

HUMBOLDT will be responsible for the salary and benefits of both Child Support Specialists FY 2024-2025. It is presently anticipated that HUMBOLDT will not need the Child Support Specialists for the entire FY 2024- 2025, and therefore the responsibility of HUMBOLDT to pay for the salary and benefits is limited to the pay periods where the CSS is actually providing services to HUMBOLDT.

NAPA will provide actual hours worked on behalf of HUMBOLDT to HUMBOLDT and California Department of Child Support Services on a monthly basis.

While HUMBOLDT is responsible for normal holiday/leave pay while any CSS is assigned to it full-time, payment of additional leave time (primarily referring to the Winter Recess enjoyed by represented employees in Napa County, consisting of 32 hours of additional paid leave in December) will be paid by NAPA.

There will be no billing or reimbursement between NAPA and HUMBOLDT. DCSS shall allocate the costs of work performed by the Napa employee on behalf of HUMBOLDT to NAPA.

The total value of services rendered by NAPA under this contract shall not exceed \$200,000.00.

4. Data Collection

HUMBOLDT shall keep data regarding processes that work well, those that need improvement, lessons learned and suggestions for change for future “service sharing” agreements.

HUMBOLDT will timely advise NAPA if any need for improvement.

5. General Provisions

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

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

HUMBOLDT authorizes NAPA to access Child Support Enforcement System - CSE and all data within the system related to Humboldt County cases for the purposes of providing assistance on child support cases and completing necessary quality assurance.

NAPA and HUMBOLDT agree the CSSs working on behalf of HUMBOLDT will remain under the supervision of NAPA, with the split of supervisory duties as defined in paragraph 1.

HUMBOLDT will direct which cases, reports or other assignments to be worked by NAPA.

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

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

6. Hold Harmless and Insurance Requirements

NAPA and HUMBOLDT 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 HUMBOLDT 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 into 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

Any and 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.

HUMBOLDT: Humboldt Department of Child Support Services
Attention: Bennett Hoffmann
2420 6th Street
Eureka, California 95501

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 any and 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 any and 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. NAPA's CSS shall not be entitled to any benefits to which HUMBOLDT 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 HUMBOLDT shall not control or direct NAPA's CSS with regard to the manner or means in which NAPA's CSS performs their duties and obligations under this Agreement. Although HUMBOLDT may at times provide information concerning its business and clients to NAPA, HUMBOLDT shall not provide any training or instruction to NAPA's CSS regarding the manner and means by which the services required hereunder are provided. HUMBOLDT shall simply have the right to approve or disapprove the services provided pursuant to the terms and conditions of this Agreement. NAPA's CSS shall not be responsible for reporting to any HUMBOLDT officer, employee or agent in carrying out their duties and obligations under this Agreement. NAPA shall not have the authority to bind HUMBOLDT contractually, conduct business on HUMBOLDT's behalf or incur any obligations on behalf of HUMBOLDT. NAPA and its CSS provided hereunder hereby agrees not

to represent HUMBOLDT as an employee of HUMBOLDT in any capacity, including, without limitation, when interacting with HUMBOLDT's clients, vendors or employees.

25. Nuclear-Free Humboldt County Ordinance Compliance

By executing this Agreement, NAPA certifies that it is not a Nuclear Weapons Contractor, in that NAPA is not knowingly or intentionally engaged in the research, development, production or testing of nuclear warheads, nuclear weapons systems or nuclear weapons components as defined by the Nuclear-Free Humboldt County Ordinance. NAPA agrees to notify HUMBOLDT immediately if it becomes a Nuclear Weapons Contractor as defined above. HUMBOLDT may immediately terminate this Agreement if it determines that the foregoing certification is false or if NAPA subsequently becomes a Nuclear Weapons Contractor.

26. 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 \$200,000 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

Bennett Hoffmann, Director
HUMBOLDT Department of Child Support Services

Date

David Kilgore, Director
California State Department of Child Support Services

Date

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), Deputy County Counsel</u></p> <p>Date: August 16, 2024</p>	<p>APPROVED BY THE NAPA COUNTY BOARD OF SUPERVISORS</p> <p>Date: (Board Meeting Date)</p> <p>Processed By:</p> <p>_____</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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