

NAPA COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES
AND
ALAMEDA COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES
MEMORANDUM OF UNDERSTANDING
FOR
CASE MANAGER SERVICES
9/28/2021 THROUGH 6/30/2022

Section 1 Purpose

This agreement is entered into between the Napa County Department of Child Support Services, hereinafter called NDCSS, and the Alameda County Department of Child Support Services, hereinafter called ADCSS. The effective date of this agreement is September 28, 2021.

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

WHEREAS, NDCSS desires to offer the services of two CSS to assist ADCSS; and

WHEREAS, the Child Support Enforcement Program is funded by the State and Local Child Support Agencies such as NDCSS and ADCSS are encouraged to share services; and

NOW, THEREFORE, the parties agree as follows:

1. NDCSS will provide the services of two Child Support Specialist to ADCSS equal to 100% of the hours worked each week or alternative schedules as agreed upon by both Directors.

NDCSS will provide ADCSS with the services of two CSSs familiar with the child support establishment and enforcement of cases, locate skip tracking, data maintenance, case closure, paternity establishment and compliance data to help ADCSS with targeted reports.

NDCSS will provide the assistance of an Establishment Supervisor (establishment work) and one Program Manager (locate), for quality assurance, meetings, tracking, compliance issues or other duties as needed.

2. NDCSS and ADCSS remain separate and distinct

NDCSS and ADCSS shall remain separate and distinct programs operated within the respective counties.

3. Charges for Services

ADCSS will be responsible for the salary and benefits of two Child Support Specialist II FFY 2021-2022.

ADCSS will be responsible for the salary and benefits of the supervisor and program manager for actual hours worked but no greater than 10% of total hours worked for duration of projects during FFY 2021-2022.

NDCSS will provide project costing of actual hours worked on behalf of ADCSS to ADCSS and California Department of Child Support Services monthly.

There will be no billing or reimbursement between NDCCSS and ACDCSS. DCSS shall allocate the costs of work performed by Napa employees on behalf of ACDCSS to NDCCSS.

4. Data Collection

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

NDCCSS will keep track of cases or reports worked and outcomes from the work done by NDCCSS.

5. General Provisions

It is specifically and expressly understood that this agreement creates no relationship of employer/employee between Napa County and Alameda County and the NDCCSS and ACDCSS personnel.

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

ACDCSS authorizes NDCCSS to access Child Support Enforcement System - CSE and all data within the system related to Alameda County cases for the purposes of providing assistance on child support cases.

NDCCSS and ACDCSS agree the CSSs working on behalf of ACDCSS will remain under the supervision of NDCCSS. NDCCSS will provide a Program Manager to supervise the work and report to the appropriate ACDCSS liaison for each assignment.

NDCCSS will provide quality assurance on all work performed by NDCCSS on behalf of ACDCSS.

ACDCSS will direct which cases, reports, or other assignments to be worked by NDCCSS.

NDCCSS will provide services in line with DCSS policies and procedures and ACDCSS specific policies and procedures where appropriate.

6. Hold Harmless

NDCCSS and ACDCSS 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 ACDCSS and NDCCSS may have under law or under this agreement.”

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.

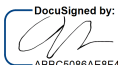
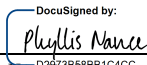
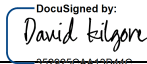
This agreement may not be assigned or delegated by either party without the prior written consent of the other party.

8. Term of Agreement

This agreement shall be in effect from September 28, 2021 through June 30, 2022 unless written notice to terminate is given by either party to the other at least 30 days prior to the date of 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.

 AB9C5086A58F46E	10/12/2021
Janet Nottley, Director Napa County Department of Child Support Services	Date
 D2953B88B1C4CC	11/8/2021
Phyllis P. Nance, Director Alameda County Department of Child Support Services	Date
 5529250AA130446	11/10/2021
David Kilgore, Director California State Department of Child Support Services	Date

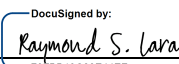
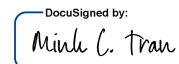
Signatures County of Napa (continued)

Approved as to form:

 4314931300A498	10/7/2021
Rachel Ross, County Counsel County of Napa	Date

Signatures County of Alameda (continued)

Approved as to form:

 78FBB13C98E44EF	10/6/2021
Raymond S. Lara, County Counsel County of Alameda	Date
 80C35C6D6510421...	10/18/2021
Minh C. Tran, County Executive Officer County of Napa, County Executive Office	

Alfredo Pedroza, Chair
County of Napa, Board of Supervisors