

**Memorandum of Understanding Between
Santa Cruz County and San Benito County
for the Santa Cruz-San Benito Regional
Department of Child Support Services**

WHEREAS, the Director of the Department of Child Support Services (DCSS) consulted with San Benito and Santa Cruz Counties as provided in Family Code §17304(a) and San Benito and Santa Cruz Counties agreed on September 10, 2002, through a Board approved Memorandum of Understanding, to consolidate the administrative function of their respective local child support services agencies (LCSAs) and establish the Santa Cruz/San Benito Regional Department of Child Support Services; and

WHEREAS, the Boards of Supervisors of San Benito and Santa Cruz Counties have determined that the consolidation of the administrative function of their respective LCSAs has resulted in an increase in efficiency and service of quality of the state Title IV-D program as well as the cost effectiveness of the program and this action has assisted DCSS in improving the program efficiency and customer service quality while retaining the accountability, accessibility, local control and visibility established by the respective LCSAs to the people of San Benito and Santa Cruz Counties; and

WHEREAS, both LCSAs share the same statewide automation system, CCSAS (CSE); and

WHEREAS, the governance structure agreed to herein establishes a single point of contact and authority with DCSS; allows employees of each LCSA to remain as employees of their respective county; consolidates the administrative function for the two LCSAs; maintains responsibility for the performance of case management functions with the county having jurisdiction over the case; and provides that this agreement shall be subject to annual evaluation and review by all parties to this agreement;

NOW, THEREFORE, San Benito County and Santa Cruz County agree to continue the consolidation of the administrative functions of their LCSAs and maintain the Santa Cruz/San Benito Regional Department of Child Support Services, herein after referred to as the Regional Department, and agree to the following:

A. DEFINITIONS

The following words shall have the meaning ascribed to them in this section unless the content of their usage dictates otherwise:

1. "Agreement" means this Memorandum of Understanding.
2. "DCSS" means the California Department of Child Support Services.
3. "LCSA (Local Child Support Agency)" means the Santa Cruz County Department of Child Support Services and/or the San Benito County Department of Child Support Services.
4. "Lead County" means the county (Santa Cruz County in this agreement) that shall assume the duties and responsibilities of the consolidated administrative function

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- as listed in paragraph "C" of this agreement.
5. "Partner County" means the county (San Benito County in this agreement) that shall assume the duties and responsibilities listed in paragraph "D" of this agreement.
 6. "Regional Department" means the Santa Cruz/San Benito Regional Department of Child Support Services formed by this agreement.
 7. "Regional Director" means the director of the Santa Cruz/San Benito Regional Child Support Services Agency. The Regional Director is the appointed Director of the Santa Cruz County Department of Child Support Services and also functions as the Director of the San Benito County Department of Child Support Services.
 8. "Regional Administrator" means the DCSS representative responsible for all aspects of the child support program within their assigned region.

If not otherwise defined in this Agreement, the terms used shall have the definitions set forth in the Family Code § 17000, et seq.

B. GOVERNANCE AND ORGANIZATIONAL STRUCTURE

In order to effectively operate the Regional Department, the administrative function of each LCSA shall be consolidated with and managed by Santa Cruz County. Each county shall retain operational control over their respective LCSA and the employees of each county LCSA shall remain as employees of their respective county. The Director of the Santa Cruz County LCSA shall be the Regional Director of the Regional Department. The Regional Director shall also serve as the Director of the San Benito County LCSA. The Regional Director shall be directly and separately responsible to the County Administrative Officers of both counties for the administration, operation and management of their respective LCSAs. The Lead County shall be Santa Cruz County. San Benito County shall be the Partner County. As Lead County, Santa Cruz County shall serve as the single point of contact and authority between the Regional Department and DCSS. As Partner County, San Benito County shall vest in the Regional Director the powers and authority necessary to carry out the responsibilities of the administrative function.

Each county shall be responsible for providing for all child support program functions set forth in state and federal law and regulations for cases which fall within its jurisdiction including but not limited to, case adjudication, case management and collection and disbursement of child support payments. Each county shall also be responsible for the payment of general administrative expenses necessary to perform the child support operations within that county including, but not limited to, salaries, benefits, travel and training for employees of that county, supplies and equipment for that county, rent for office space, county cost allocation, memberships, and legal resources and references to the extent that funds are appropriated in the Annual State Budget Act. Neither county shall be liable for any penalties or fund reductions imposed for failure of the other county to meet performance-related standards as specified in state and/or federal regulations. Any penalties or fund reductions imposed by the state will be applied to the Regional Department to be passed on to the responsible county.

Santa Cruz County and San Benito County shall each sign a plan of cooperation with DCSS. The current Regional Director shall be responsible for monitoring the activities of both counties to ensure that each county is in compliance with the terms of the annual plan of cooperation.

C. SANTA CRUZ COUNTY RESPONSIBILITIES

Santa Cruz County shall be the Lead County. In consideration of the fact that Santa Cruz County is the Lead County, nothing in this agreement shall change the relationship between Santa Cruz County and the Director of the Santa Cruz County Department of Child Support Services, who shall also serve as Regional Director under this agreement. Santa Cruz County shall reserve all exclusive rights as to the employment, compensation and discipline of the Regional Director. In this regard, the Santa Cruz County Administrative Officer shall give due consideration to any and all concerns expressed by the San Benito County Administrative Officer regarding the performance of the Regional Director. The administrative functions of the LCSAs shall be consolidated and performed by the Santa Cruz County Director of Child Support Services, who shall also be the Regional Director of the Regional Department. To carry out this role the Regional Director and/or his/her designee shall:

1. Certify and ensure that the child support operation in the Regional Department meets all child support program requirements set forth in state and federal law and regulations.
2. Prepare, administer and submit a consolidated budget for the Regional Department. In order to develop the consolidated budget, budgets for each County Department of Child Support Services shall be presented to the respective County Administrative Officers for their review and for approval by the Board of Supervisors of each respective county.
3. Prepare and submit consolidated claim and reporting forms required in the administration of the program for the Regional Department.
4. Receive and disburse at the earliest possible date all administrative allocations from DCSS to the appropriate accounts, through the Santa Cruz County Auditor/Controller.
5. Ensure that the program meets all automation requirements and coordinate with DCSS to effectively operate and maintain the child support automation system for the Regional Department.
6. Provide sufficient training to employees to enable them to perform all duties necessary to fulfill the tasks and functions of their jobs.
7. Provide customer service and public outreach functions that maximize the delivery of child support services to all customers served by the Regional Department.
8. Maintain a customer complaint resolution program as required by state regulations, including an ombudsperson program and customer service plans filed by each county.
9. Be responsible for development, implementation and oversight of any program improvement measures that may be required to improve performance.
10. Respond to the County Administrative Officer and the Board of Supervisors of each member county for requests for information and reports regarding the consolidated

administrative functions and their respective LCSAs, necessary for the overall administration of their LCSA.

11. Obtain and procure resources that will benefit the overall operation of the program, including the hiring of additional personnel, acquiring services, equipment, software and/or other information technology, and leasing facilities, necessary to improve program efficiency and effectiveness.
12. Hire, supervise, evaluate and manage personnel necessary to fulfill the functions of the child support program as mandated in Family Code § 17304, including assignment of work duties consistent with the employees' current duties and in compliance with each County's Memorandum of Understanding, policies and procedures, and the standards and directives promulgated by the DCSS.
13. Work in conjunction with the Boards of Supervisors, County Administrative Officers, Human Resources Offices, Civil Service Commission (in the case of Santa Cruz County) or CPS/Merit System Services (in the case of San Benito County) and the bargaining units in performing the duties in this combined administrative function.
14. Maintain office space, equipment, machines and supplies necessary to perform the function of the child support program directives in accordance with established policies and procedures of the county for which the acquisitions are made.

D. SAN BENITO COUNTY RESPONSIBILITIES

San Benito County shall be the Partner County. To carry out its responsibilities as Partner County San Benito County shall:

1. Vest in the Regional Director of the Santa Cruz/San Benito Regional Child Support Services Department the powers and authority necessary to carry out the responsibilities as described herein for the Regional Director,
2. Direct the San Benito County Administrative Officer to regard the Regional Director as equal in status, authority, and responsibility to any other Department Head in the employ of San Benito County,
3. Direct the San Benito County Administrative Officer to make the Regional Director aware of all policies and procedures of San Benito County,
4. Make available the administrative offices of San Benito County, (such as the County Administrative Office, Human Resources Office and Office of the County Counsel) in dealing with claims, grievances, and complaints brought by employees of San Benito County,
5. Supply financial information in a timely manner, including, but not limited to, all transactional and supporting documentation in regards to all expenditures incurred by the San Benito Department of Child Support Services to facilitate the reimbursement of the County of San Benito for expenses incurred on behalf of the department. The County of San Benito also agrees to grant access to its financial and reporting systems to key personnel of the lead county as it relates to the claimable expenses of the department to help facilitate the regional filing of the AEC 356 quarterly claim and for the purposes of management oversight of the departmental budget.

E. INDEMNIFICATION

The parties agree that they shall exonerate, indemnify, defend, and hold harmless each other, as well as their officers, agents, employees and volunteers, from and against any and all claims, demands, losses, damages, defense costs, other legal costs, or liability of any kind or nature which they may sustain or incur or which may be imposed upon them at any time for injury or death of persons, or damage to property, as a result of, arising out of, or in any manner connected with the performance or non-performance of the duties and obligations set forth in this agreement, excepting any liability arising out of the sole negligence or intentional conduct of one of the parties or one of their officers, agents, employees, or volunteers. Such indemnification includes any damage to the person(s) or property(ies) of the parties, as well as third persons.

F. TERM AND TERMINATION OF AGREEMENT

1. The term of this agreement shall commence on July 1, 2018 and remain in effect until June 30, 2021, and is renewable thereafter upon the approval of the Boards of Supervisors of Santa Cruz County and San Benito County.
2. San Benito County and Santa Cruz County each have the right to terminate this agreement, without cause or legal excuse, and without incurring any liability to the other party, upon six months written notice to the other party of its intent to terminate this agreement.

G. DISPUTE RESOLUTION

In the event of a dispute between the Regional Director and the Partner County concerning the performance or direction of the Regional Department that cannot be resolved, the parties to this MOU agree to refer the issue to the County Administrative Officers of the two Counties for resolution. If the dispute cannot be resolved, the parties may request the assistance of the DCSS Director, through the DCSS Regional Administrator, for such purposes. If no mutually acceptable resolution of the dispute can be achieved both parties retain their rights to terminate this agreement as described in Paragraph F of this agreement.

H. NOTICES

All notices by the parties and DCSS to one another pertaining to any provision in this agreement shall be made by United States mail, postage pre-paid, addressed as follows:

County of Santa Cruz
Department of Child Support Services
P.O. Box 1841
Santa Cruz, CA 95061-1841

County of Santa Cruz
County Administrative Office

701 Ocean Street
Santa Cruz, CA 95060

County of San Benito
County Administrative Office
481 Fourth Street
Hollister, CA 95023

EXECUTION:

In witness whereof, the parties have executed this agreement below by their duly authorized representatives. This agreement may be executed in counterparts.

County of Santa Cruz
By: *Carlos Palacios*
Carlos Palacios, CAO

Date: 11/29/18

Approved as to form:

Ruby Martinez
County Counsel
County of Santa Cruz

County of San Benito
By: _____
Ray Espinosa, CAO

Date: _____

Shirley L. Murphy 12/4/18
County Counsel
County of San Benito
Shirley L. Murphy, Deputy County Counsel