



COUNTY OF HUMBOLDT

AGENDA ITEM NO.

H-1

For the meeting of: December 15, 2015

Date: November 30, 2015
To: Board of Supervisors
From: M. Lisa Dugan, Director, Department of Child Support Services
Subject: APPROVAL AND EXECUTION OF THE MEMORANDUM OF UNDERSTANDING
ESTABLISHING THE NORTH COAST REGIONAL DEPARTMENT OF CHILD
SUPPORT SERVICES

RECOMMENDATION(S):

That the Board of Supervisors approve and execute the Memorandum of Understanding establishing the North Coast Regional Department of Child Support Services.

SOURCE OF FUNDING:

Child Support Services Fund

DISCUSSION:

Since December 2014, the Humboldt County Department of Child Support Services (Humboldt DCSS) has been providing oversight, on-site supervision, and attorney services to the Trinity County Department of Child Support Services (Trinity DCSS). On August 18, 2015, the Trinity County Board of Supervisors received a presentation from State Child Support Director Alisha Griffin at which time the Board directed staff to explore regionalization of child support services with Humboldt County. On October 6, 2015, your Board directed staff to draft a memorandum of understanding (MOU) to regionalize these departments.

Prepared by Stephanie N. Kretz

CAO Approval

REVIEW:

Auditor

County Counsel

Personnel

Risk Manager

Other

TYPE OF ITEM:

☐ Consent
☒ Departmental
☐ Public Hearing
☐ Other

PREVIOUS ACTION/REFERRAL:

Board Order No. _____

Meeting of: _____

BOARD OF SUPERVISORS, COUNTY OF HUMBOLDT

Upon motion of Supervisor Sundberg Seconded by Supervisor Bohn

Ayes Sundberg, Lovelace, Fennell, Bohn, Bass

Nays

Abstain

Absent

and carried by those members present, the Board hereby approves the recommended action contained in this Board report.

Dated: Dec. 15, 2015

By:

Kathy Hayes, Clerk of the Board

Regional cooperation between Humboldt and Trinity Counties will result in increased efficiency and improved services and protections of vulnerable populations. Regionalization will ultimately mean that administrative functions of both departments will be centralized, creating efficiencies and cost savings over time. The consolidation of these functions will result in the delivery of higher quality child support services by combining the knowledge and best practices of each county, thereby increasing the self-reliance of families.

This agenda item is being heard simultaneously in Humboldt and Trinity Counties.

FINANCIAL IMPACT:

There is no General Fund impact, nor any impact to either local child support agency's (LCSA) administrative allocation; however, centralizing administrative processes will leverage funding, allowing both Humboldt and Trinity Counties to better weather anticipated reallocation of funding (i.e., likely cuts to small county funding) in the 2017-2018 budget cycle. It is anticipated that in future budget cycles, the North Coast Regional Department of Child Support Services will operate within one allocation.

Approval of this request supports the Board of Supervisors' Strategic Framework, Priorities for New Initiatives, by facilitating public partnerships to solve problems, engage new partners, and protect vulnerable populations by providing excellent child support services.

OTHER AGENCY INVOLVEMENT:

Trinity and Humboldt County Administrative Offices and County Counsels, Humboldt County Auditor, and State DCSS

ALTERNATIVES TO STAFF RECOMMENDATIONS:

Your Board may choose to not sign the attached MOU, which would mean no consolidation of agencies. The Humboldt DCSS would continue to work as a stand-alone department but would continue to provide oversight for Trinity County's child support program until the expiration of the current MOU on June 30, 2016.

ATTACHMENTS:

- Memorandum of Understanding establishing the North Coast Regional Department of Child Support Services (3)

**MEMORANDUM OF UNDERSTANDING
ESTABLISHING THE NORTHCOAST REGIONAL
DEPARTMENT OF CHILD SUPPORT SERVICES**

This Memorandum of Understanding ("MOU" or "Agreement"), entered into this 15th day of December, 2015, by and between the County of Humboldt, a political subdivision of the State of California, hereinafter referred to as "HUMBOLDT," and the County of Trinity, a political subdivision of the State of California, hereinafter referred to as "TRINITY," is made upon the following considerations:

WHEREAS, the California Department of Child Support Services (DCSS) has consulted with TRINITY and HUMBOLDT as provided in Family Code §17304(a) regarding consolidating the functions of their respective Local Child Support Agencies (LCSAs). The California Department of Child Support Services is the single organizational unit whose duty is to administer the federal Title IV-D state plan in California. The consolidation or sharing of child support program responsibilities as described in the State Plan and the respective Plans of Cooperation is subject to the final approval of the Director of the California Department of Child Support Services; and

WHEREAS, the Boards of Supervisors of TRINITY and HUMBOLDT have determined that the consolidation of the functions of their respective LCSAs will result in increased efficiency and improved service for the state Title IV-D program as well as the cost effectiveness of the program and this action will assist DCSS in improving the program efficiency and customer service quality while maintaining accountability and accessibility, local control, and visibility established by the respective LCSAs to the people of Trinity and Humboldt Counties; and

WHEREAS, both LCSAs share the statewide automation Child Support Enforcement system (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 functions for the two LCSAs; and

WHEREAS, this initial Agreement shall serve to transition TRINITY and HUMBOLDT into a fully integrated and regionalized Department of Child Support Services,

NOW, THEREFORE, TRINITY and HUMBOLDT agree to the consolidation of the functions of their LCSAs and create and maintain the North Coast Regional Department of Child Support Services, hereinafter referred to as the Regional Department, and agree to the following terms and conditions.

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. "Lead County" means the county (HUMBOLDT In this agreement) that shall assume the duties and responsibilities of the consolidated administrative function as listed in Section "C" of this Agreement.
3. "Partner County" means the county (TRINITY in this agreement) that shall assume the duties and responsibilities listed in Section "D" of this Agreement.
4. "Regional Director" means the director of the North Coast Regional Department of Child Support Services. The Regional Director is the appointed Director of the Humboldt County Department of Child Support Services and also functions as the Director of the Trinity County Department of Child Support Services.
5. "Regional Administrator" means the DCSS representative responsible for all aspects of the child support program within the assigned region.
6. "Trinity Current Employees" means staff employed by Trinity County Department of Child Support Services as of the date of execution of this Agreement.

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 HUMBOLDT. The employees of each county LCSA shall remain as employees of their respective county. The Regional Director shall also serve as the Director of the Trinity 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. As Lead County, HUMBOLDT shall serve as the single point of contact and authority between the Regional Department and DCSS. As Partner County, Trinity County shall vest in the Regional Director the powers and authority necessary to carry out the responsibilities of the administrative functions.

The Regional Department 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 the 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.

The Regional Director shall sign a single Plan of Cooperation with DCSS. The Regional Director shall be responsible for monitoring the activities within both counties to ensure that the Regional Department is in compliance with the terms of the annual Plan of Cooperation.

C. HUMBOLDT COUNTY RESPONSIBILITIES

HUMBOLDT shall be the Lead County. Nothing in this Agreement shall change the employer/employee relationship between HUMBOLDT and the Director of the Humboldt County Department of Child Support Services, who shall also serve as Regional Director under this agreement. HUMBOLDT shall reserve all exclusive rights as to the employment, compensation and discipline of the Regional Director. In this regard, the HUMBOLDT County Administrative Officer shall give due consideration to any and all concerns expressed by the TRINITY County Administrative Officer regarding the performance of the Regional Director. The administrative functions of the LCSAs shall be consolidated and performed by the Regional Director. 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 the State Plan, Plan(s) of Cooperation, state and federal law and all regulations thereof,
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. 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,

5. Provide sufficient training to employees to enable them to perform all duties necessary to fulfill the tasks and functions of their jobs,
6. Provide customer service and public outreach functions that maximize the delivery of child support services to all customers served by the Regional Department,
7. Maintain a customer complaint resolution program as required by state regulations, including an ombudsperson program and customer service plan,
8. Be responsible for development, implementation and oversight of any program improvement measures that may be required to Improve performance,
9. 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,
10. 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,
11. 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,
12. Work in conjunction with the Boards of Supervisors, County Administrative Officers, Human Resources Offices, CPS/Merit System Services, and the bargaining units in performing the duties in this combined administrative function,
13. 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,
14. Arrange for sufficient attorney resources to cover the court calendars in Humboldt and Trinity Counties, including the preparation and follow up time required by such cases.
15. Maintain regular office hours in both the Eureka and Weaverville offices, pursuant to respective County policy, and
16. Reimburse Trinity County for all invoiced costs no less than 30 days from receipt of invoice.

D. TRINITY COUNTY RESPONSIBILITIES

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

1. Vest in the Regional Director all powers and authority necessary to carry out the responsibilities as described herein for the Regional Director,
2. Direct the TRINITY County Administrative Officer to regard the Regional Director as equal in status, authority, and responsibility to any other Department Head in the employ of TRINITY,
3. Direct the TRINITY County Administrative Officer to make the Regional Director aware of all policies and procedures of TRINITY,
4. Make available the administrative offices of TRINITY, (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 TRINITY,
5. Create and monitor time records and process all payroll payments for TRINITY employees,
6. Provide, no less than quarterly, an invoice for costs including, but not limited to:
 - a. Salary and Benefits for Trinity Current Employees
 - b. Travel, training, office supplies and other similar expense for Trinity Current Employees
 - c. Rent and utilities for office space in Weaverville
 - d. A-87 costs pursuant to the annual A-87 allocation plan, and
7. Grant access to its financial and reporting systems to key personnel of the Lead County as it relates to the claimable expenses of the LCSA to help facilitate the regional filing of the AEC 356 quarterly claim and for the purposes of management oversight of the departmental budget.

E. MUTUAL RESPONSIBILITIES

Nothing in this agreement shall limit or reduce the responsibilities that each county has committed to in their respective Plans of Cooperation with the California Department of Child Support Services until such time as they enter into a Plan of Cooperation for the North Coast Regional Department of Child Support Services. It is the responsibility of the parties to ensure that the terms and conditions of the Plans of Cooperation are met even where delegated to the other party. Each county will remain subject to audit by DCSS. Each county shall remain responsible for any audit findings against that particular county.

F. PERSONNEL

1. As of the date of execution of this agreement Trinity County Department of Child Support Services employs 5 persons in the following classifications: Sr. Accounting Technician, Administrative Coordinator II, Child Support Special Program Coordinator and Child Support Assistant II (two persons).
2. Current Trinity Employees shall remain TRINITY employees and be subject to all rules and regulations and shall retain all rights and privileges to which they are entitled under the TRINITY ordinances, personnel rules, regulations, and collective bargaining agreements. TRINITY shall be solely responsible for payment of wages and compensation to Current Trinity Employees, subject to reimbursement by Regional Department.
3. The Regional Director shall provide direction to staff in performance of Child Support activities and, subject to the review and control of the TRINITY County Administrative Officer, provide for the training, performance review and appraisal, and discipline (up to and including termination) of TRINITY's employees in the Department of Child Support Services.
4. Current Trinity Employees shall continue to be assigned to work in the Weaverville office.
5. At such time as the Current Trinity Employees leave their positions (excluding movement for internal promotional opportunities), or this Agreement is terminated pursuant to section G, HUMBOLDT shall retain sole responsibility for recruiting and hiring of replacement employees. Any replacement employees shall be HUMBOLDT employees and may be required to work in either the Eureka or Weaverville offices. However, as specified in Section C, Subsection 15 above, HUMBOLDT shall be responsible for providing sufficient staffing to maintain office hours in Weaverville. HUMBOLDT shall be solely responsible for payment of wages, benefits, and other compensation of the employees who replace the Trinity Current Employees from the annual budget established for the Regional Department.

G. 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.

H. TERM AND TERMINATION OF AGREEMENT

1. The term of this Agreement shall commence on January 1, 2016, and remain in effect for a period of five (5) years unless terminated by the parties in writing and with the approval of the Director of DCSS. If not terminated pursuant to Subsection 2 below, or extended thirty (30) days prior to the date of expiration, the Agreement shall automatically renew for a period of twelve (12) months.

2. TRINITY and HUMBOLDT each have the right to terminate this agreement, without cause or legal excuse, and without incurring any liability to the other party, upon 180 calendar days written notice to the other party of its intent to terminate this Agreement in part or in its entirety.

I. 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 for each county and the DCSS Regional Administrator for resolution. If the dispute cannot be resolved, the parties may submit the dispute for resolution to the Director of DCSS. The decision of the Director of DCSS shall be final, except for issues within the sole jurisdiction of the County Board of Supervisors.

If no mutually acceptable resolution of the dispute can be achieved both parties retain their rights to terminate this Agreement as described in Paragraph H of this Agreement.

J. AMENDMENT

The provisions of this Agreement may not be modified, except by a written instrument signed by both parties and approved by the Director of California Child Support Services.

K. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous agreements (including but not limited to the Memorandum of Understanding by and between County of Humboldt and County of Trinity for Interim Child Support Services Director, entered into as of December 29, 2014, and currently scheduled to terminate on June 30, 2016, and the Plan of Cooperation between the Humboldt County Department of Child Support Services and the Trinity County Department of Child Support Services, entered into as of July 1, 2014, and currently scheduled to terminate on June 30, 2016), understandings and representations, oral or written, are superseded.

L. 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:

Humboldt County Administrative Office
825 5th Street, Room 112
Eureka, CA 95501

Trinity County Office of the County Administrator
P.O. Box 1613
Weaverville, CA 96093

With copies to:
Regional Director, North Coast Regional Director of Child Support Services
2420 6th Street
Eureka, CA 95501

Director, California Department of Child Support Services
11150 International Drive
Rancho Cordova, CA 95670

EXECUTION:

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



Estelle Fennell, Chair
Humboldt County Board of Supervisors



Judy Morris, Chair
Trinity County Board of Supervisors

DATE: 12/15/2015

DATE: 12/15/15

Approved:

Alisha Griffin
DCSS Director



DATE:

February 22, 2016