

MEMORANDUM OF UNDERSTANDING
Shared Services Agreement
Humboldt and Trinity County DEPARTMENT OF CHILD SUPPORT

This Plan of Cooperation creates a shared services agreement , entered into this ___ day of _____, 2025, 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 HUMBOLDT and TRINITY 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 HUMBOLDT and TRINITY have determined that the consolidation of the functions of their respective LCSAs 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 HUMBOLDT and TRINITY 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 the two LCSA’s to be Humboldt County employees and consolidates the functions for the two LCSAs; and

WHEREAS, this Agreement shall serve to maintain HUMBOLDT and TRINITY as separately funded departments that operate as fully integrated Departments of Child Support Services; and

WHEREAS, the IV-D Child Support Program is funded by state and federal funds which are allocated, administered, and distributed by DCSS; and

WHEREAS, DCSS has the ability to transfer allocations between HUMBOLDT and TRINITY county LCSAs to account for funding of shared child support employees,

NOW, THEREFORE, HUMBOLDT and TRINITY agree to the continued consolidation of the functions of their LCSAs, 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. "Director" means the director of Humboldt and Trinity County Child Support Services. The 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.

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 Humboldt and Trinity Departments of Child Support Services, the administrative function of each Local Child Support Agency (LCSA) shall be consolidated with and managed by HUMBOLDT. All employees of each county LCSA shall remain as Humboldt County employees. The Director of the Humboldt County LCSA shall also serve as the Director of the Trinity County LCSA. The 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 for each county LCSA and DCSS. As Partner County, Trinity County shall vest in the Director, the powers and authority necessary to carry out the responsibilities of the administrative functions.

The LCSA 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 for each county. The LCSA 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, 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 responsible LCSA for that county.

The Director shall sign a single Plan of Cooperation for Humboldt and Trinity County with DCSS. The Director shall be responsible for monitoring the activities within both counties to ensure that the 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 Director of Trinity County Department of Child Support Services under this agreement. HUMBOLDT shall reserve all exclusive rights as to the employment, compensation and discipline of the 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 Director. The administrative functions of the LCSAs shall be consolidated and performed by the Director. To carry out this role the Director and/or his/her designee shall:

1. Certify and ensure that the child support operation in both Departments 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 both Departments. 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 separate claim and reporting forms required in the administration of the program for both Departments;
4. Ensure that the program meets all automation requirements and coordinate with DCSS to effectively operate and maintain the child support automation system for each 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 each 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. Arrange for attorney resources to cover the court calendars in Humboldt and Trinity Counties, including the preparation and follow up time required by such cases;
14. Maintain sufficient resources to provide customer service in a shared services setting subject to sufficient funding, with the flexibility to utilize current telework and video conferencing tools as necessary;
15. Reimburse Trinity County for all invoiced costs no less than 30 days from receipt of invoice.
16. Provide up to 6.0 Full Time Equivalents (FTEs) monthly to manage TRINITY caseload.
17. Provide an annual estimate for personnel costs for FTEs working on the TRINITY caseload, administrative work and other responsibilities, to be submitted with the annual budget request. This will be reconciled quarterly as the invoices are provided to DCSS.
18. Establish a percentage of personnel working on TRINITY County child support cases by doing a one month time study every two years.
19. Provide DCSS with monthly invoices documenting the number of FTEs and costs for employees working on TRINITY casework. These invoices will be used as a basis for quarterly allocation transfers.

20. HUMBOLDT claims all FTEs monthly, and claims all authorized annual FTEs, including those working on TRINITY casework. For the FTE survey DCSS will subtract actual expenditures and personnel expenses to build TRINITY FTE survey based on invoice submitted to DCSS for FTE survey sampling period.

D. TRINITY COUNTY RESPONSIBILITIES

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

1. Vest in the Director all powers and authority necessary to carry out the responsibilities as described herein for the 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. Provide, no less than quarterly, an invoice for costs which may include, but is not limited to:
 - a. Rent and utilities for office space in Weaverville
 - b. A-87 costs pursuant to the annual A-87 allocation plan, and
5. 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 filing of the AEC 356 quarterly claim and for the purposes of management oversight of the departmental budget.
6. Verify that invoices from HUMBOLDT county for shared employees are accurate.
7. Reimburse HUMBOLDT County for shared employees based on total monthly actual FTEs provided to TRINITY County.
8. Allow DCSS to transfer administrative allocation to cover the cost of shared employees to HUMBOLDT county.
9. FTEs will not be claimed annually or monthly for TRINITY county. For the FTE survey DCSS will use actual expenditures and personnel expenses to build TRINITY FTE survey based on invoice submitted to DCSS for FTE survey sampling period. Actual expenditures in the FTE survey will equal the amount transferred to HUMBOLDT county for the sampling period.

E. COMPENSATION FOR SHARED EMPLOYEES

The compensation for this shared service shall be based on actual hours worked by HUMBOLDT county employees on TRINITY county casework. HUMBOLDT county shall allocate a maximum of six Full Time Equivalent (FTEs) each month to cover casework for TRINITY county Child support cases. These six FTEs shall be made up of a combination of different employee classifications based on the needs of each county month to month. HUMBOLDT county will calculate the salary and benefit costs of these employees based on the percentage of each FTE allocated to TRINITY county monthly. These records will be used as invoices and provided to DCSS as backup for quarterly allocation transfers and will be backed up using the bi-annual time study mentioned in section C, number 18

F. MUTUAL RESPONSIBILITIES

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.

G. DCSS RESPONSIBILITIES

1. Transfer Administrative funds from TRINITY County LCSA to HUMBOLDT County LCSA on no less than a quarterly basis to reimburse for work completed by HUMBOLDT staff for TRINITY's caseload.
2. Verify that TRINITY County LCSA has adequate administrative allocation available to transfer to Humboldt County during quarterly transfers, otherwise DCSS will contact LCSA representative for resolution.
3. Provide HUMBOLDT and TRINITY County LCSAs quarterly exports of all transfers that have taken place no more than 30 days after the end of the State Fiscal quarter.

H. PERSONNEL

1. As of the date of execution of this agreement all employees for both Departments are Humboldt County employees HUMBOLDT shall retain sole responsibility for recruiting and hiring of replacement employees, as deemed necessary by the Director. Any replacement employees shall be HUMBOLDT employees and may be required to work in either the Eureka or Weaverville offices. HUMBOLDT shall be solely responsible for payment of wages, benefits, and other compensation of the employees from the annual budget established for the Regional Department. The Department will close all child support offices in Humboldt and Trinity counties on all Humboldt County observed holidays to allow consistency between offices and employees schedules.

I. 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.

J. TERM AND TERMINATION OF AGREEMENT

1. The term of this Agreement shall commence on January 1, 2025, 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. HUMBOLDT and TRINITY 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.

K. DISPUTE RESOLUTION

In the event of a dispute between the Director and the Partner County concerning the performance or direction of the combined Departments that cannot be resolved, the parties to this shared service agreement 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.

L. 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.

M. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings, and representations, oral or written, are superseded.

N. 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:
Director, Humboldt-Trinity Department of Child Support
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.

Michelle Bushnell, Chair
Humboldt County Board of Supervisors

Ric Leutwyler, Chair
Trinity County Board of Supervisors

DATE: _____

DATE: _____

Approved:

Kristen Erickson-Donadee
DCSS Director

DATE: