

**REPORT/RECOMMENDATION TO THE BOARD OF SUPERVISORS  
OF SAN BERNARDINO COUNTY  
AND RECORD OF ACTION**

March 26, 2024

**FROM**

**JEANY ZEPEDA, Director, Children and Family Services**

**SUBJECT**

Non-Financial Memorandum of Understanding with the California Department of Child Support Services for Confidential Data Access and Protection

**RECOMMENDATION(S)**

Approve the non-financial Memorandum of Understanding (**Agreement No. 24-283**) with the California Department of Child Support Services, including non-standard terms, outlining the responsibilities of each party in accessing and protecting confidential data for the administration of welfare and foster care programs, effective upon execution by all parties for a thirty-six-month period.

(Presenter: Jeany Zepeda, Director, 387-2792)

**COUNTY AND CHIEF EXECUTIVE OFFICER GOALS & OBJECTIVES**

**Provide for the Safety, Health and Social Service Needs of County Residents.**

**Pursue County Goals and Objectives by Working with Other Agencies and Stakeholders.**

**FINANCIAL IMPACT**

The item is non-financial in nature and as such, does not impact Discretionary General Funding (Net County Cost).

**BACKGROUND INFORMATION**

The recommended Memorandum of Understanding (MOU) with the California Department of Child Support Services (DCSS) is a requirement for Children and Family Services (CFS) to receive information maintained in the DCSS database related to non-custodial parents of children who are served by CFS. CFS utilizes the information in this database to assist in locating biological relatives, who may be assessed for placement and permanency options for the child. Pursuant to applicable State and Federal law, including, Family Code section 17304, subdivision (a) and Section 654 of Title 42 of the United States Code, an MOU is required to acknowledge permission for CFS to access the DCSS database and the conditions under which CFS may access and utilize the information.

The recommended MOU with DCSS will be effective upon execution by all parties for a three-year period and may be terminated with cause immediately by DCSS, or by either party without cause, upon 30 days prior written notice.

The MOU is required by DCSS and omits certain County standard contract terms, which include the following:

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1. The MOU does not require DCSS to indemnify the County.
  - The County standard contract indemnity provision requires the contractor to indemnify, defend, and hold harmless the County and its authorized officers, employees, agents, and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of the contract, except where such indemnification is prohibited by law.
  - Potential Impact: DCSS is not required to defend, indemnify or hold the County harmless from any and all claims, actions, losses, damages or liability arising out of the contract. If the County is sued based on its use of DCSS databases, the County may be solely liable for the costs of defense and damages, which could exceed the total MOU amount. Note that DCSS also has immunities that could apply to any contract claim.
  
2. The MOU does not require DCSS to meet the County's insurance standards as required pursuant to County Policies, 11-05, 11-07 and 11-07SP.
  - County policy requires contractors to carry appropriate insurance at limits and under conditions determined by the County's Risk Management Department and as set forth in County policy and in the County standard contract.
  - Potential Impact: The County has no assurance that DCSS will be financially responsible for claims that may arise under the MOU, which could result in expenses that exceed the total MOU amount. This risk is minimized by the fact that DCSS is a state agency.

CFS has partnered with DCSS for access to their database since 2017. CFS recommends approval of the agreement, including non-standard terms, to assist in locating possible placement and permanency options for children in need.

**PROCUREMENT**

N/A

**REVIEW BY OTHERS**

This item has been reviewed by Human Services Contracts (Patty Steven, Contracts Manager, 388-0241), on January 26, 2024; County Counsel (Kaleigh Ragon, Deputy County Counsel, 387-5455) on February 20, 2024; Risk Management (Victor Tordesillas, Deputy Executive Officer, 386-8623) on February 22, 2024; Finance (John Hallen, Administrative Analyst, 388-0208) on March 8, 2024; and County Finance and Administration (Cheryl Adams, Deputy Executive Officer, 388-0208) on March 11, 2024.

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Record of Action of the Board of Supervisors  
San Bernardino County

**APPROVED (CONSENT CALENDAR)**

Moved: Curt Hagman   Seconded: Joe Baca, Jr.  
Ayes: Col. Paul Cook (Ret.), Jesse Armendarez, Dawn Rowe, Curt Hagman, Joe Baca, Jr.

Lynna Monell, CLERK OF THE BOARD

BY   
DATED: March 26, 2024



cc:    CFS - Bussard w/agree for sign  
      Contractor - c/o CFS w/agree  
      File - w/agree  
CCM   03/29/2024