

**MEMORANDUM OF UNDERSTANDING
BETWEEN
SAN BERNARDINO COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES
AND
LOS ANGELES COUNTY CHILD SUPPORT SERVICES DEPARTMENT
AND
RIVERSIDE COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES
AND
SAN DIEGO COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES
FOR
DISASTER ASSISTANCE
FEBRUARY 1, 2026**

WHEREAS, The California Department of Child Support Services (State DCSS) directed the Local Child Support Agencies to develop and maintain Business Continuity Plans for the continuity of operations in the event of a major disruption; and

WHEREAS, The Local Child Support Agencies of San Bernardino, Los Angeles, Riverside, and San Diego Counties, hereinafter referred to as “LCSA” or “Partner” are qualified to provide disaster assistance to each other; and

WHEREAS, The aforementioned LCSAs desire to set forth mutual responsibilities to ensure the continuity of child support operations through the availability of workspace and equipment; and

WHEREAS, The aforementioned LCSAs desire that such services be provided in case of emergency by another LCSA and agree to perform these services as set forth below.

NOW, THEREFORE, The aforementioned LCSAs mutually agree to the following terms and conditions:

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A. DEFINITIONS

1. California Department of Child Support Services (State DCSS) – The department created within the California Health and Human Services Agency to administer all services and perform all functions necessary to locate parents; establish paternity; establish, enforce, and modify support orders; and collect and distribute support in California.
2. Department of Child Support (DCSS) – The Human Services department in each of the four counties that provides assistance to parents in meeting their mutual obligation to provide financial and medical support for their children. The department administers all services and performs all functions necessary to locate parents; establish paternity; establish, enforce, and modify support orders; and collect and distribute support in the respective county.
3. Human Services (HS) – San Bernardino County Human Services (HS), a system of integrated services, where the programs and resources of nine (9) County departments come together to provide a rich, more complete array of services to the citizens of San Bernardino County under one coordinated effort.
4. Local Child Support Agency (LCSA) – The county-level organization responsible for establishing and enforcing child support orders, operating under state and federal laws. For the purposes of this MOU the counties include San Bernardino, Los Angeles, Riverside, and San Diego.
5. Memorandum of Understanding (MOU) – Agreement between all four counties.
6. Services – The required services described in this MOU.

B. STATEMENT OF PURPOSE

In January 2006, State DCCS directed LCSAs to develop and maintain Business Continuity Plans for the continuity of operations in the event of a major disruption due to natural or manmade disasters.

C. LCSA SERVICE RESPONSIBILITIES

1. In the event of a localized major disruption, the LCSAs agree to provide reasonable accommodation to each other upon verbal request by the Director of the LCSA impacted by the disruption. Request for reasonable accommodation may consist of one (1) or more of the following:
 - a. Office space for a limited number of operations staff
 - b. Telephone access
 - c. Computer and printer access
 - d. Photocopier access
 - e. Child Support Enforcement (CSE) case management system access

The amount of space, equipment, access provided, and the duration shall be based on availability at the time of the disruption as identified by the Director of the LCSA providing the assistance.

2. The primary points of contact, as designated by the respective LCSAs are as follows:

San Bernardino County

Primary Contact: Amy Coughlin

Email: Amy.Coughlin@hss.sbcounty.gov

Phone: (909) 478-7459

Los Angeles County

Primary Contact: Lana Ghil

Email: Lana_Ghil@cssd.lacounty.gov

Phone: (323) 929-4420

Backup Contact: Stacy Collins
Email: Stacy.Collins@hss.sbcounty.gov
Phone: (909) 479-7454

Backup Contact: Stephanie Villalobos
Email: Stephanie_Villalobos@cssd.lacounty.gov
Phone: (323) 929-1973

Riverside County

Primary Contact: Sean Lowe
Email: slowe@rivco.org
Phone: (951) 955-9564

Backup Contact: Tiffany James
Email: tjames@rivco.org
Phone: (951) 955-9679

San Diego County

Primary Contact: Norma Ramirez
Email: Norma.Ramirez@sdcounty.ca.gov
Phone: (858) 650-6538

Backup Contact: Steve Lujan
Email: Steve.Lujan@sdcounty.ca.gov
Phone: (858) 650-6539

A response to any given request for disaster assistance must be given within two (2) business days. Any change to the primary or backup contact must be provided as an official notice to the address, email, or facsimile listed in Section I.

D. LCSA GENERAL REQUIREMENTS

1. **Recitals** – The recitals set forth above are true and correct and incorporated herein by this reference.
2. **MOU Amendments** – LCSAs agree any alterations, variations, modifications, or waivers of the provisions of the MOU, shall be valid only when reduced to writing, executed, and attached to the original MOU, and approved by the person(s) authorized to do so on behalf of each LCSA.
3. **MOU Assignability** – Without the prior written consent of each LCSA, this MOU is not assignable either in whole or in part.
4. **Confidentiality and Nondisclosure** – LCSAs shall protect from unauthorized use or disclosure names and other identifying information concerning persons receiving Services pursuant to this MOU, except for statistical information not identifying any participant. LCSAs shall not use or disclose any identifying information for any other purpose other than carrying out the obligations under this MOU, except as may be otherwise required by law. This provision will remain in force even after the termination of the MOU.

LCSAs shall hold as confidential and use reasonable care to prevent unauthorized access by, storage, disclosure, publication, dissemination to and/or use by third parties of, confidential information that is either: (1) provided by the impacted LCSA to the assisting LCSA or an agent of the LCSA or otherwise made available to the assisting LSCA or the assisting LCSAs agent in connection with this MOU; or, (2) acquired, obtained, or learned by the assisting LCSA or an agent of the assisting LCSA in the performance of this MOU. For purposes of this provision, confidential information means any data, files, software, information, or materials in oral, electronic, tangible or intangible form and however stored, compiled or memorialize and includes, but is not limited to, technology infrastructure, architecture, financial data, trade secrets, equipment specifications, user lists, passwords, research data, and technology data.

5. **Primary Point of Contact** – Each LCSA will designate an individual to serve as the primary point of contact for the MOU. The primary point of contact or designee must respond to the impacted LCSAs inquiries within two (2) business days. LCSAs shall not change the primary contact without written acknowledgement to the other LCSAs and will also designate a back-up point of contact in the event the primary contact is not available.

6. **LCSA Representative** – The DCSS Director or his/her designee for each county shall represent the LCSA in all matters pertaining to the services to be rendered under this MOU, including termination and assignment of this MOU, and shall be the final authority in all matters pertaining to the Services/Scope of Work.
7. **Informal Dispute Resolution** – In the event a participating LCSA determines that service is unsatisfactory, or in the event of any other dispute, claim, question or disagreement arising from or relating to this MOU or breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to all parties.
8. **Legality and Severability** – The parties' actions under the MOU shall comply with all applicable laws, rules, regulations, court orders and governmental agency orders. The provisions of this MOU are specifically made severable. If a provision of the MOU is terminated or held to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall remain in full effect.
9. **Mutual Covenants** – The parties to this MOU mutually covenant to perform all of their obligations hereunder, to exercise all discretion and rights granted hereunder, and to give all consents in a reasonable manner consistent with the standards of "good faith" and "fair dealing".
10. **Notice of Delays** – Except as otherwise provided herein, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this MOU, that party shall, within twenty-four (24) hours, give notice thereof, including all relevant information with respect thereto, to the other party.
11. **Records** – LCSAs shall maintain all records and books pertaining to the delivery of services under this MOU and demonstrate accountability for MOU performance. All records shall be complete and current and comply with all MOU requirements. Failure to maintain acceptable records per the preceding requirements shall be considered grounds for potential termination of the MOU.
12. **Release of Information** – No news releases, advertisements, public announcements or photographs arising out of the MOU may be made or used without prior written approval of the DCSS Director, or their designee, of the affected counties and shall include both the requesting and receiving county's approved branding.
13. **Strict Performance** – Failure by a party to insist upon the strict performance of any of the provisions of this MOU by the other party, or the failure by a party to exercise its rights upon the default of the other party, shall not constitute a waiver of such party's right to insist and demand strict compliance by the other party with the terms of this MOU thereafter.
14. **Termination for Convenience** – LCSAs each reserve the right to terminate the MOU, for its convenience, with or without cause, with a thirty (30) day written notice of termination. Such termination may include all or part of the services described herein. The LCSA Director, or his/her appointed designee, has authority to exercise the rights with respect to any termination of this MOU on behalf of their LCSA.
15. **Time of the Essence** – Time is of the essence in performance of this MOU and of each of its provisions.
16. **Reserved**
17. **Child Abuse Reporting** – All LCSAs shall ensure that all known or suspected instances of child abuse or neglect are reported to the appropriate law enforcement agency or to the appropriate Child Protective Services agency. This responsibility shall include:

- a. Assurance that all employees, agents, consultants, or volunteers who perform services under this MOU and are mandated by Penal Code Sections 11164 et seq. to report child abuse or neglect, sign a statement, upon the commencement of their employment, acknowledging their reporting requirements and their compliance with them.
 - b. Development and implementation of procedures for employees, agents, consultants, or volunteers who are not subject to the mandatory reporting laws for child abuse to report any observed or suspected incidents of child abuse to a mandated reporting party, within the program, who will ensure that the incident is reported to the appropriate agency.
 - c. Provision for arrangement of training in child abuse reporting laws (Penal Code section 11164 et seq.) for all employees, agents, consultants, and volunteers, or verification that such persons have received training in the law within thirty (30) days of employment/volunteer activity.
18. **Force Majeure** – Neither party shall be liable for failure or delay to perform obligations under this MOU, which have become practicably impossible because of circumstances beyond the reasonable control of the applicable party. Such circumstances include without limitation, natural disasters or acts of God; acts of terrorism; labor disputes or stoppages; war; government acts or orders; epidemics, pandemics, or outbreak of communicable disease; quarantines; national or regional emergencies; or any other cause, whether similar in kind to the foregoing or otherwise, beyond the party's reasonable control. Written notice of a party's failure or delay in performance due to force majeure must be given to the other party no later than thirty (30) days following the force majeure event commencing, which notice shall describe the force majeure event and the actions taken to minimize the impact thereof. All delivery dates under this MOU affected by force majeure shall be tolled for the duration of such force majeure. The parties hereby agree, when feasible, not to cancel but reschedule the pertinent obligations and deliverables for mutually agreed dates as soon as practicable after the force majeure condition ceases to exist.
19. **Supersedes Prior Agreements** – This MOU supersedes and replaces all previous contracts, agreements and understandings, oral, written and implied, between each of the LCSAs hereto with respect to the subject matter hereof. All such prior contracts, agreements and understandings are hereby terminated and deemed of no further force or effect.

E. TERM OF MOU

This MOU is effective as of February 1, 2026 and expires January 31, 2031 but may be terminated earlier in accordance with provisions of this MOU.

This MOU may be terminated without cause upon thirty (30) days written notice by any party. Each LCSA Director is authorized to exercise its LCSA's rights with respect to any termination of this MOU. The LCSA Director, or appointed designee, has authority to terminate this MOU on behalf of their LCSA.

F. LCSA MUTUAL RESPONSIBILITIES

Disrupted LCSA and assisting LCSA shall:

1. Establish mutually satisfactory methods for the exchange of such information as may be necessary in order that each party may perform its duties and functions under this MOU and appropriate procedures to ensure all information is safeguarded from improper disclosure in accordance with applicable State and Federal laws and regulations.
2. Establish mutually satisfactory methods for problem resolution at the lowest possible level as optimum, with a procedure to mobilize problem solving resolution up through the affected LCSA and assisting LCSA chains of command, as deemed necessary.

3. Develop and implement procedures and forms necessary to administer and document program referral, participation, compliance, and effectiveness.
4. Develop procedures for resolving grievances including specific steps and time limits for resolution.
5. Adhere to any Federal, State, and County applicable privacy-related policies pertaining to Personally Identifiable Information (PII). Upon discovery of any unauthorized use, access or disclosure of PII, all LCSAs agree to report to each other's Compliance/Privacy Unit no later than one (1) business date upon the discovery of a potential breach. All LCSAs shall cooperate and provide information to assist with mitigating each county's risks and appropriate reporting requirements.

G. FISCAL PROVISIONS

The LCSAs acknowledge and agree that there are no agreements by the parties to provide any direct financial support or compensation for services at this time. Any such financial commitments shall be stated in a separate MOU Amendment, approved by the person(s) authorized to do so on behalf of each LCSA and in accordance with Section D. paragraph 2.

H. INDEMNIFICATION AND INSURANCE REQUIREMENTS

1. Each Party agrees to indemnify, defend and hold harmless the other and their authorized officers, employees, agents and volunteers from any and all claims, actions, losses, damages, and/or liability arising out of this Agreement, but only to the extent actually caused by the negligent acts, errors or omissions of the indemnifying Party and its authorized officers, employees, agents, and volunteers, and for any costs or expenses incurred by Indemnitee on account of any claim except where such indemnification is prohibited by law.

If the Parties are determined to be comparatively at fault for any claim, action, loss, or damage which results from their respective obligations under this Agreement, each Party shall indemnify the others to the extent of its comparative fault as determined in a legal action.

2. The counties of San Bernardino, Los Angeles, San Diego, and Riverside are authorized self-insured or partially self-insured public entities for purposes of Professional Liability, General Liability, Automobile Liability and Worker's Compensation and warrant that through their respective programs of self-insurance and insurance, they have adequate coverage or resources to protect against liabilities arising out of performance of the terms, conditions or obligations of this Agreement.

I. NOTICES

All written notices provided for in this MOU or which either party desires to give to the other shall be deemed fully given, when made in writing and either served personally, or by facsimile, or by email, or deposited in the United States mail, postage prepaid, and addressed to the other party as follows:

San Bernardino County

Department of Child Support Services
10417 Mountain View Avenue
Loma Linda, CA 92354
Facsimile: (909) 799-4939
Email: child.support-mbx@hss.sbcounty.gov

Los Angeles County

Child Support Services Department
5770 S. Eastern Avenue
Commerce, CA 90040
Facsimile: (323) 869-0343
Email: cssd-contract_monitoring@cssd.lacounty.gov

Riverside County

Department of Child Support Services
2041 Iowa Avenue
Riverside, CA 92507
Facsimile: (951) 955-2218
Email: rcdss-purchasing@rivco.org

San Diego County

Department of Child Support Services
3666 Kearny Villa Road
San Diego, CA 92123
Facsimile: (858) 650-5283
Email: communicationteam@sdcounty.ca.gov

Notice shall be deemed communicated two (2) county working days from the time of mailing, facsimile, or email, if delivered as provided in this paragraph.

J. ENTIRE AGREEMENT

1. This MOU, including all Attachments, which are attached hereto and incorporated by reference, and other documents incorporated herein, represents the final, complete, and exclusive agreement between the parties hereto. Any prior agreement, promises, negotiations or representations relating to the subject matter of this MOU not expressly set forth herein are of no force or effect. This MOU is executed without reliance upon any promise, warranty or representation by any party or any representative of any party other than those expressly contained herein. Each party has carefully read this MOU and signs the same of its own free will.
2. This MOU may be executed in any number of counterparts, each of which so executed shall be deemed to be an original, and such counterparts shall together constitute one and the same MOU. The parties shall be entitled to sign and transmit an electronic signature of this MOU (whether by facsimile, PDF or other email transmission), which signature shall be binding on the party whose name is contained therein. Each party providing an electronic signature agrees to promptly execute and deliver to the other party an original signed MOU upon request.
3. Signatures of the Parties affixed to this MOU affirm that they are duly authorized to commit and bind their respective departments to the terms and conditions set forth in this document.

**SAN BERNARDINO COUNTY
DEPARTMENT OF CHILD SUPPORT
SERVICES**

Signature: _____
Amy Coughlin, Director

Date: _____

Address: 10417 Mountain View Avenue
Loma Linda, CA 92354

APPROVED TO LEGAL FORM

Signature _____
John Tubbs II, Deputy County Counsel

Date _____
Address 385 N. Arrowhead Ave.
San Bernardino, CA 92415-0140

**RIVERSIDE COUNTY
DEPARTMENT OF CHILD SUPPORT
SERVICES**

Signature: _____
Nicole Windom-Hurd, Director

Date: _____

Address: 2041 Iowa Avenue
Riverside, CA 92507

APPROVED TO LEGAL FORM
Minh C. Tran, County Counsel

Signature _____
Amrit P. Dhillon, Deputy County Counsel

Date _____
Address 3960 Orange St. Suite 500
Riverside, CA 92501

**LOS ANGELES COUNTY
CHILD SUPPORT SERVICES
DEPARTMENT**

Signature: _____
Terrie Hardy, Director

Date: _____

Address 5770 S. Eastern Avenue
Commerce, CA 90040

APPROVED TO LEGAL FORM

Signature _____
Eric Lee, Head Attorney

Date _____
Address 5770 S. Eastern Avenue
Commerce, CA 90040

**SAN DIEGO COUNTY
DEPARTMENT OF CHILD SUPPORT
SERVICES**

Signature: _____
Jeff Grissom, Director

Date: _____

Address 3666 Kearny Villa Road
San Diego, CA 92123

APPROVED TO LEGAL FORM

Signature _____
Mark Day, Supervising Deputy County Counsel

Date _____
Address 1600 Pacific Highway #355
San Diego, CA 92101