

INTERAGENCY AGREEMENT
(County Provides Services)

Number IA0005-02
Fund/Org# 1780
Account # 2310
Other #

1. **Contract Identification.**
Department: Child Support Services
Subject: Interagency Agreement between Contra Costa County Department of Child Support Services and Agency named below for Early Intervention Delinquency Prevention Services
2. **Parties.** The County of Contra Costa, California (County), for its Department named above, and the following named Agency mutually agree and promise as follows:

Agency: Monterey County
Capacity: A public agency
Address: 752 La Guardia Street, Salinas, CA 93905
3. **Term.** The effective date of this Agreement is October 1, 2013 and it terminates on June 30, 2014 unless sooner terminated as provided herein.
4. **Payment Limit.** Agency's total payments to County under this Agreement shall not exceed \$56,052.00.
5. **County's Obligations.** County shall provide those services and carry out that work described in the Service Plan attached hereto which is incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.
6. **Agency's Obligations.** Agency shall pay County for its provision of the services as set forth in the attached Payment Provisions which are incorporated herein by reference, subject to all the terms and conditions contained or incorporated herein.
7. **General and Special Conditions.** This Agreement is subject to the General Conditions and Special Conditions (if any) attached hereto, which are incorporated herein by reference.
8. **Project.** This Agreement implements in whole or in part the following described Project, the application and approval documents of which are incorporated herein by reference: Early intervention delinquency prevention services for child support cases with new, first time, monetary child support orders.
9. **Legal Authority.** This Agreement is entered into under and subject to the following legal authorities: California Government Code Section 26227.
10. **Signatures.** These signatures attest the parties' agreement hereto:

COUNTY OF CONTRA COSTA, CALIFORNIA

BOARD OF SUPERVISORS By _____ Chairman/Designee	ATTEST: Clerk of the Board of Supervisors By _____ Deputy
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AGENCY

By _____ (Signature of authorized Agency representative) _____ (Print name and title A)	By _____ (Signature of authorized Agency representative) _____ (Print name and title B)
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Special Conditions

7. **Compliance with Federal and State Regulations and Laws.** Should federal or state regulations or laws touching upon the subject of this Contract be adopted or revised during the term hereof, this Contract will be deemed amended to assure conformance with such federal or state requirements.
8. **Independent Contractor Status.** This Contract is by and between two independent contractors and is not intended to and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture, or association.
9. **Confidentiality of Case Information.** County shall comply with the California Department of Child Support Services Information Security Manual to maintain data security of Agency's child support case information in transmission of case information to the DPP service provider.
10. **Notices.** All notices provided for by this Contract must be in writing and may be delivered by deposit in the United States mail, postage prepaid. Notices to County must be addressed to the head of the county department for which this Contract is made. Notices to Agency must be addressed to the Agency's address designated herein. The effective date of notice is the date of deposit in the mails or of other delivery, except that the effective date of notice to County is the date of receipt by the head of the county department for which this Contract is made.
11. **Indemnification.**
 - a. County agrees to indemnify and hold harmless Agency for the County's share of liability, as determined by a court of law, for any damage, injury or death of or to any person or the property of any person, including attorneys fees, arising out of the willful misconduct or the negligent acts, errors or omissions of the County, its officers or employees in the performance of this Agreement.
 - b. Agency agrees to indemnify and hold harmless County for Agency's share of liability, as determined by a court of law, for any damage, injury or death of or to any person or the property of any person, including attorneys fees, arising out of the willful misconduct or the negligent acts, errors or omissions of the Agency, its officers or employees in the performance of this Agreement.
12. **No Third-Party Beneficiaries.** Nothing in this Contract may be construed to create, and the parties do not intend to create, any rights in third parties.

Initials: _____
 Agency County

1) **Purpose**

This Service Plan sets forth the respective responsibilities of Contra Costa County, on behalf of its Department of Child Support Services (County), and the Monterey County Department of Child Support Services (Agency) for provision of the early intervention services entitled, California Counties Child Support Payment Services (CaCCSPS). CaCCSPS service provider will upload DCSS case referrals into a CaCCSPS early intervention program in order to provide services as outlined in the Enhanced Early Intervention Services.

2) **County's Obligations:** During the term of this contract County must execute the following services:

- a) Contra Costa County's Department of Child Support Services (DCSS) will gather from the California Child Support Enforcement (CSE) system and transmit to the California Counties Child Support Payment Services (CaCCSPS) program subcontractor those cases that Agency determines are eligible for the California Counties Child Support Payment Services (CaCCSPS) program. To be eligible for the CaCCSPS program, the case must have a first-time, monetary (greater than zero dollars) child support order, including orders modified from zero to greater than zero dollars. Cases ineligible for the program are those where the non-custodial parent is receiving unattachable social security benefits (SSI/SSP), or is incarcerated, or is receiving Calworks benefits.
- b) County will contract with CaCCSPS service provider for early intervention services described in the Enhanced Early Intervention Services, hereby incorporated as Attachment A.
- c) DCSS will transmit order referrals as soon as possible after order issuances using electronic file transfer.
- d) County will forward Agency payment for CaCCSPS services directly to the CaCCSPS service provider on behalf of Agency.
- e) County shall bill Agency **monthly** for services provided under this Contract and by the CaCCSPS service provider for Agency's cases.
- f) This Contract will not be effective until the County informs Agency that the CaCCSPS service provider has executed a Memorandum of Understanding with the California State Department of Child Support Services to obtain direct, on-line access to the California Child Support Enforcement (CSE) system for all appropriate case information on referred cases, including payments received on such cases.

3) **Agency's Obligations:**

- a) Agency acknowledges that County's obligations under this contract are only those as an intermediary to transmit those cases described in paragraph 2.a. above electronically to the CaCCSPS service provider and collect from Agency payment for CaCCSPS services.

Initials: _____
Agency

County Dept.

4) Payment Provisions:

In addition to Attachment A, subparagraph m., upon County's written submission of a monthly invoice in the time, form, and manner acceptable to Agency and County, Agency shall pay County a fixed annual service fee for each case it refers to CaCCSPS under this contract as follows:

- a. Case definitions for the purposes of this contract:
 - ii. Default Case: A case with a court order type of Judgment Regarding Parental Obligation.
 - iii. Consent Case: A case with a court order type other than Judgment Regarding Parental Obligation.

Monthly Caseload Band	Unit Price Per Consent Case	Unit Price Per Default Case
599 and below	\$112.03	\$123.23
600-699	\$93.36	\$102.70
700-799	\$80.02	\$88.03
800-899	\$70.02	\$77.02
900-999	\$67.03	\$73.73
1000-1099	\$60.81	\$66.89
1100-1199	\$58.71	\$64.59
1200 and above	\$56.26	\$61.89

The Agency will County \$30.00 for each case retained in the CACCSPS program for Additional Years services.

Initials: _____
Agency

County Dept.

