

MONTEREY COUNTY BOARD OF SUPERVISORS

MEETING:	February 5, 2013- Consent	AGENDA NO:	
SUBJECT:	a. Approve and authorize the Director of Child Support Services to sign the Interagency Agreement for Enhanced Early Intervention with the Contra Costa County Department of Child Support Services not to exceed the sum of \$31,143.80 for the period of February 1 st 2013 through June 30 th , 2013; and b. Accept non-standard County liability and indemnification provisions as recommended by the Director of Child Support Services; and c. Authorize the Director of Child Support Services or designee to approve up to two full one-year extensions to this Agreement and/or amend this Agreement up to ten percent (10%) of the annual amounts.		
DEPARTMENT:	Child Support Services		

RECOMMENDATION:

It is recommended that the Board of Supervisors:

- a. Approve and authorize the Director of Child Support Services to sign the Interagency Agreement for Enhanced Early Intervention with the Contra Costa County Department of Child Support Services not to exceed the sum of \$31,143.80 for the period of February 1st 2013 through June 30th, 2013; and
- b. Accept non-standard County liability and indemnification provisions as recommended by the Director of Child Support Services; and
- c. Authorize the Director of Child Support Services or designee to approve up to two full one-year extensions to this Agreement and/or amend this Agreement up to ten percent (10%) of the annual amounts.

SUMMARY/DISCUSSION:

The State has provided prior approval for the Monterey County Department of Child Support Services to enter into an interagency agreement with Contra Costa County Department of Child Support Services for an Enhanced Early Intervention process. Monterey County is on a statewide computer system, which allows California counties to provide shared services to each other. This specific service plan provides for an enhanced system notification process with new court ordered cases, which helps prevent large arrearages from accruing and improves the ability to collect support for the families being served. The agreement may be terminated with thirty (30) days advance notice or immediately by written mutual consent between the parties.

Protocols and referral processes have been developed by other counties (Marin and Stanislaus) who have been using this service for the past couple of years. Merced County will be joining this project as well, next month. The service plan includes a vendor who is making standardized live and automated follow-up contacts with both employers and non-custodial parents. This enhanced process is transparent to the person being contacted and the Department maintains case management responsibility over these cases. The service plan agreement will provide more valuable quality time for our case management staff and will allow them to be more focused on the complex and challenging cases within our caseload.

OTHER AGENCY INVOLVEMENT:

This agreement has been granted prior approval by the State of California, Department of Child Support Services and the agreement has also been reviewed by County Counsel as to legal form; the


Auditor Controller for fiscal provisions; purchasing/contracts; and the County Administrative Budget Analyst, with the exception of the non-standard mutual indemnification language.

FINANCING:

The Department of Child Support Services is funded 100% by Federal and State funding and there is no cost to the County General Fund associated with this recommendation. Any future amendments up to 10% of the annual amount will be covered within the Department's current budget.

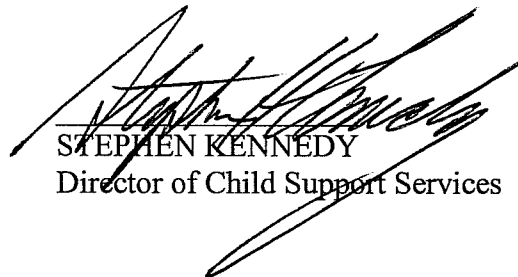
Prepared by:

Approved by:


JODY HOLTZWORTH

Deputy Director
Department of Child Support Services

Dated:


STEPHEN KENNEDY

Director of Child Support Services

Enclosures:

Attachment – Contra Costa Interagency Agreement

INTERAGENCY AGREEMENT
(County Provides Services)

Number
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 February 1, 2013 and it terminates on June 30, 2013 unless sooner terminated as provided herein.

4. Payment Limit. Agency's total payments to County under this Agreement shall not exceed \$31,143.80.

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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APPROVED AS TO FORM
Maria A. Kirkbride
DEPUTY COUNTY COUNSEL
COUNTY OF MONTEREY

Form A-3 (1 of 1)

Reviewed as to fiscal provisions
[Signature]
Auditor/Controller
County of Monterey

11-13

ACKNOWLEDGMENT

STATE OF CALIFORNIA)
)
~~COUNTY OF CONTRA COSTA)~~

On _____, before me, _____
(insert name and title of the officer), personally appeared _____

_____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS MY HAND AND OFFICIAL SEAL.

Signature

(Seal)

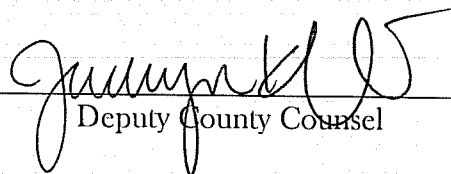
ACKNOWLEDGMENT (by Corporation, Partnership, or Individual)
(Civil Code §1189)

APPROVALS

RECOMMENDED BY DEPARTMENT

FORM APPROVED
COUNTY COUNSEL

By: _____
Designee

By: 
Deputy County Counsel

APPROVED: COUNTY ADMINISTRATOR

By: _____
Designee

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 un-attachable 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:**

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

Initials: _____
Agency

_____ County Dept.

Attachment A

ENHANCED EARLY INTERVENTION SERVICES

1. California Counties Child Support Payment Services (CaCCSPS) program subcontractor shall provide the following services on the Agency's cases:

- a) Definitions:
 - i) Auto call refers to an automated telephone call made by a computerized telephone system.
 - ii) Auto letter refers to a letter generated using a template by a computer system.
 - iii) Live call refers to a telephone call made by a human being.
 - iv) Basic locate effort refers to access and use of the Internet and other public and available government data sources to obtain current address, telephone and employer information for an obligated parent.
- b) CaCCSPS will provide all services in English and Spanish.
- c) Whenever CaCCSPS confirms an obligated parent phone number, an Auto call, rather than an Auto letter, will be used for subsequent automated contacts with the obligated parent.
- d) Pre-"Payment Due" Process. Upon receipt of a new, first-time monetary child support order received CaCCSPS will use automated-call messaging, automated letters, as well as system generated reports and tasks to be performed by CaCCSPS specialists to notify the obligated parent of the parent's support order responsibilities and to send reminders that the initial support payment is due. The content of the call scripts and letters will be developed and agreed upon by County and CaCCSPS.

The sequence and timing of such pre-"payment due" activities will be as follows (All days shown are business-days.):

- (1) Day 1: Receipt and review of new order for acceptance or rejection.
- (2) Day 2:
 - (a) Auto call to obligated parent: Intro message to obligated parent on payment responsibilities and expectations.
 - (b) Auto letter mailed to obligated parent: Intro to obligated parent on responsibilities and expectations.
- (3) Day 5:
 - (a) Live call to obligated parent
 - (b) Live call to obligated parent's employer.
- (4) Day 30: 30 days from receipt of new order or 7 days before payment due date (whichever comes first):
Auto call or Auto letter to obligated parent: Upcoming payment due reminder
- (5) Day 45: Day 45 from receipt of new order or 7 days before "Payment Due" date (whichever comes first):
Auto call or Auto letter to obligated parent: Upcoming payment due reminder

Initials: _____
Agency County

Attachment A

ENHANCED EARLY INTERVENTION SERVICES

(6) Day 60: 60 days from receipt of new order or 7 days before payment due date (whichever comes first):
Auto call or Auto letter to obligated parent: Upcoming payment due reminder

- e) As part of the process to provide information to obligated parents regarding support payment responsibilities, CACCSPS will create a brochure for County that describes the obligated parents' payment responsibilities and on-time payment expectations, as well as the services to be provided to the obligated parent by CaCCSPS. The brochure will be formatted for print and electronic distribution and approved by County.
- f) CACCSPS will establish and provide a single toll-free number for use by obligated parents and their employers for contacting the CaCCSPS Program. When the CaCCSPS specialist makes an initial live telephone contact with an obligated parent whose case has been assigned to the CaCCSPS specialist, or during a call with an obligated parent's employer, the CaCCSPS specialist will give the obligated parent, or obligated parent's employer, his/her name and extension number and ask the obligated parent/obligated parent's employer to always contact him/her using the toll-free number and their personal extension number. When calling this toll-free number, obligated parents and employers will be prompted to dial the extension of the CaCCSPS specialist handling the particular case. If the obligated parent or employer does not know, or has forgotten, the extension of the CaCCSPS specialist, another option is provided to select a general extension number that is answered by any available CaCCSPS specialist. All extensions also include voice mail boxes for leaving a message for a CaCCSPS specialist.
- g) CACCSPS will work with Agency to identify government and private community-based resources that are available to work with obligated parents to assist them in overcoming problems that have or might become barriers to making regular child support payments. These barriers include unemployment, perhaps requiring job training, access to transportation, or even help dealing with substance abuse. CaCCSPS specialists will be trained to make appropriate referrals of obligated parents, when necessary, to such community-based resources, while still encouraging the obligated parent to make required child support payments.
- h) CACCSPS will perform basic locate efforts on referred cases in which initial automated calls to the provided obligated parent phone number cannot be completed due to a disconnected or wrong number, or in which automated letters mailed to the provided obligated parent address are returned for a bad address or the addressee is unknown. Locate efforts on individual referred cases will continue during the initial 120 days from order referral by County to CACCSPS.
- i) Payment "Past-Due" Process. If pre-"Payment-Due" activities do not result in an on-time payment by an obligated parent, then CaCCSPS will use another series of automated-call messaging, or automated letters when no obligated parent telephone number has been confirmed, as well as system generated "work-lists" and "next action" tasks to be performed by CACCSPS staff to notify obligated parents of their missed support payment. The content of the call scripts and letters will be developed and agreed upon by County and CACCSPS.

The sequence and timing of such payment "past due" activities will be as follows (All days shown are business-days):

(1) Payment due date: Check payment status

Initials: _____
Agency County

Attachment A

ENHANCED EARLY INTERVENTION SERVICES

- (2) Day 5: 5 days after payment due, if payment not yet received: Auto call or Auto letter to obligated parent: Initial missed payment reminder.

 - (3) Day 10: 10 days after payment due, if payment not yet received: Auto call or Auto letter to obligated parent: Second missed payment reminder.
 - (4) Day 20: 20 days after payment due, if payment not yet received:
 - (a) Live call to obligated parent
 - (b) Live call to obligated parent's employer
 - (5) Day 30: 30 days after payment due, if payment not yet received: Auto call or Auto letter to obligated parent: Third missed payment reminder
 - (6) Day 45: 45 days after payment due, if payment not yet received:
 - (a) Live call to obligated parent
 - (b) Live call to obligated parent's employer
 - (7) Day 60: 60 days after payment due, if payment not yet received: Auto call or Auto letter to obligated parent: Fourth missed payment reminder
 - (8) Day 70: 70 days after payment due, if payment not yet received: The case will then move to the Missed Payment Process described below for non-compliance.
- j) Maintenance of Cases in CaCCSPS. Cases in which an initial payment was received during the original 120 day period since its referral will receive automated, monthly "payment due" reminders by an automated call-message (or automated letter if the obligated parent telephone number cannot be confirmed), of an upcoming regular support payment. The content of the call scripts and letters will be developed and agreed upon by County and CACCSPS. These monthly reminders will continue for 12 months from initial receipt of a case, unless a payment is missed and remains unpaid for 60 days at which time the case would begin the Missed Payment Process.

The activities to maintain cases with up-to-date payments will be as follows:

- (1) Initial support payment is received during initial 120 days since referral to CACCSPS from County.
 - (2) On the first of the month during which the next regular support payment is due: Auto call or Auto letter to obligated parent: Upcoming payment due reminder.
 - (3) Monthly "Payment Due" reminder continues for 12 months from initial receipt of a case, unless any support payment due goes unpaid for 60 consecutive days.
- k) Missed Payment Process: Non-compliance activity begins on Day 10 after payment due date and payment is not received, as follows (All days shown are business-days.):

Initials: _____
 Agency County

Attachment A

ENHANCED EARLY INTERVENTION SERVICES

- (1) Day 1: Payment due/Payment not received within the past 60 days. First Live call to obligated parent (and obligated parent's employer, if appropriate).
 - (2) Day 15: Payment not received: First Auto call message or Auto letter to obligated parent.
 - (3) Day 30: Payment not received: Second Auto call message or Auto letter to obligated parent.
 - (4) Day 45: Payment not received: Final Live call to obligated parent (and obligated parent's employer, if appropriate).
 - (5) Day 60: Payment not received: Third Auto call message or Auto letter to obligated parent.
 - (6) Day 70: Payment not received: Repeat Missed Payment Process starting at day 1 of the process.
- l) "Additional Years" Process. Each yearly anniversary from the date a case was referred to CaCCSPS there will be an evaluation of eligibility of each case to determine if the case will continue in the CaCCSPS program for an additional year of services. The additional year of services will consist of the monthly reminders, missed payment auto-calls or auto-letters, and live calls to the NP and NP's employer.
- i. "Additional Years" eligibility criteria:
 - (1) Not closed by DCSS.
 - (2) Case belongs to a CaCCSPS participating county and was not transferred to a non-participating county.
 - (3) Received at least one payment in the previous 180 days before the anniversary date was reached.
 - ii) The activities to maintain cases with up-to-date payments will be as follows:
 - (1) Monthly "Payment Due" reminder continues for 12 months from yearly anniversary date of a case, unless it has been 60 consecutive days or more since the last payment was received at which time the case would begin the "Additional Years" Missed Payment Process.
 - (2) On the first of the month during which the next regular support payment is due: Auto call or Auto letter to obligated parent: Upcoming payment due reminder.
 - iii) "Additional Years" Missed Payment Process. Non-compliance activity begins on Day 1 after payment due date and payment is not received, as follows:
 - (a) Day 1: Payment due/Payment not received within the past 60 days. First Live call to obligated parent (and obligated parent's employer, if appropriate)
 - (b) Day 30: Payment not received: First Auto call message or Auto letter to obligated parent
 - (c) Day 60: Payment not received: Final Live call to obligated parent (and obligated parent's employer, if appropriate)

Initials: _____
Agency County

Attachment A

ENHANCED EARLY INTERVENTION SERVICES

- (d) Day 120: Payment not received: Second Auto call message or Auto letter to obligated parent
- (e) Day 180: Payment not received: Third Auto call message or Auto letter to obligated parent
- (f) Day 240: Payment not received: Fourth Auto call message or Auto letter to obligated parent
- (g) Day 300: Payment not received: Fifth Auto call message or Auto letter to obligated parent
- (h) Day 360: Payment not received: Case will be closed for CaCCSPS services and returned to DCSS for other enforcement actions.

ii. CaCCSPS Case Closure. At any time one of the following situations is realized, the case will be terminated from the CaCCSPS program and returned to DCSS for regular enforcement actions.

(1) The following are CaCCSPS case closure reasons:

- a) DCSS has closed the case.
- b) Non-custodial parent begins to receive un-attachable social security benefits (SSI/SSP) or is incarcerated.
- c) Has not received at least one payment in the previous 180 days before an anniversary date was reached.
- d) Case belongs to a non-participating CaCCSPS county at an yearly anniversary date.

(2) Cases returned by MAXIMUS to DCSS will have no further action taken by CaCCSPS on the case. CaCCSPS will provide a monthly report of cases returned to DCSS.

- m) Management and Performance Reports. Included with the services covered by the service fee per case set forth in Paragraph 3, below, CaCCSPS will provide management and performance reports using data it receives from Agency about cases referred to the CaCCSPS program. At a minimum, such reports will include the number and percentage of referred cases in which one or more current support payments was due and received during the one-year term of the agreement. Another report will provide the dollar amount and percentage of current support owing and received during the term of this contract.
- n) Performance Estimates and Projections. CaCCSPS will provide Agency with an estimate of expected collections on cases with new, first time monetary orders referred by Agency to CaCCSPS under this contract. Such estimates will rely on data of past performance involving Agency cases, as well as past performance by CaCCSPS on similar delinquency prevention projects in other jurisdictions.

Initials: _____
 Agency County

Special Conditions

1. **Compliance with Law.** County and Agency shall be subject to and comply with all Federal, State and local laws and regulations applicable with respect to its performance under this Contract, including but not limited to, licensing, employment and purchasing practices; and wages, hours and conditions of employment, including nondiscrimination.
2. **Termination and Cancellation.**
 - a. **Written Notice.** This Contract may be terminated by either party, at their sole discretion, upon thirty (30) days advance written notice thereof to the other, or cancelled immediately by written mutual consent.
 - b. **California Child Support Automated System (CCSAS) Access.** This Contract may be terminated at anytime, with 5 days notice, if the DPP service provider is unable to execute or comply with the provisions of the California Department of Child Support Services Memorandum of Understanding to obtain direct, on-line access to the California Child Support Enforcement (CSE) system for all appropriate case information on referred cases, including all payments received on such cases.
3. **Entire Agreement.** This Contract contains all the terms and conditions agreed upon by the parties. Except as expressly provided herein, no other understanding, oral or otherwise, regarding the subject matter of this Contract shall be deemed to exist or to bind any of the parties hereto.
4. **Modifications and Amendments.**
 - a. **General Amendments.** In the event that the Payment Limit of this Contract is \$100,000 or less, this Contract may be modified or amended only by a written document executed by Agency and the County's Purchasing Agent or the Contra Costa County Board of Supervisors, subject to any required state or federal approval. In the event that the Payment Limit of this Contract exceeds \$100,000, this Contract may be modified or amended only by a written document executed by Agency and the Contra Costa County Board of Supervisors or, after Board approval, by its designee, subject to any required state or federal approval.
 - b. **Minor Amendments.** The Payment Provisions and the Service Plan may be amended by a written administrative amendment executed by the Agency and the County Administrator (or his designee), subject to any required State or Federal approval, provided that such administrative amendments may not materially change the Payment Provisions or the Service Plan.
5. **Disputes.** Notwithstanding Paragraph 2 above, in the event that either party defaults in the performance of any duties or obligations hereunder, including the inability or refusal to provide services hereunder, and the default or breach has not been cured within thirty (30) days of the nondefaulting Party's giving of written notice of default, specifying the nature of the alleged default or breach, the nondefaulting Party may give thirty (30) days written notice of intent to terminate this Contract.
6. **Choice of Law and Personal Jurisdiction.**
 - a. This Contract is made in Contra Costa County and is governed by, and must be construed in accordance with, the laws of the State of California.
 - b. Any action relating to this Contract must be instituted and prosecuted in the courts of Contra Costa County, State of California.

Initials: _____
Agency County

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