

**SUBMITTAL TO THE BOARD OF SUPERVISORS
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**



**ITEM
3.16
(ID # 3791)**

MEETING DATE:

Tuesday, April 11, 2017

FROM: CHILD SUPPORT SERVICES:

SUBJECT: CHILD SUPPORT SERVICES: Interagency Agreement with Contra Costa Department of Child Support Services. All Districts [\$0]

RECOMMENDED MOTION: That the Board of Supervisors:

1. Ratify and Approve Amendment No. 1 FY 16/17, to the professional service agreement:
 - a) Interagency Agreement between Riverside Department of Child Support Services/Contra Costa County Department of Child Support Services increasing the agreement by \$70,000 from \$50,000 for a total of \$120,000; and,
2. Authorize the Purchasing Agent, in accordance with Ordinance No. 459, based on availability of fiscal funding and as approved by County Counsel, to sign amendments that do not change the substantive terms of the agreement and sign amendments to the compensation provisions that do not exceed 10%.

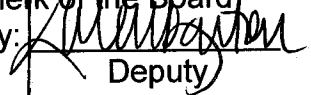
ACTION: 4/5 Vote Required

MINUTES OF THE BOARD OF SUPERVISORS

On motion of Supervisor Jeffries, seconded by Supervisor Ashley and duly carried by unanimous vote, IT WAS ORDERED that the above matter is approved as recommended.

Ayes: Jeffries, Tavaglione, Washington and Ashley
Nays: None
Absent: None
Date: April 11, 2017
xc: CSS, Purchasing

Kecia Harper-Ihem
Clerk of the Board

By: 
Deputy

**SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE,
STATE OF CALIFORNIA**

FINANCIAL DATA	Current Fiscal Year:	Next Fiscal Year:	Total Cost:	Ongoing Cost
COST	\$ 120,000	\$ 0	\$ 120,000	\$ 0
NET COUNTY COST	\$ 0	\$ 0	\$ 0	\$ 0
SOURCE OF FUNDS: 66% Federal; 34% State funding			Budget Adjustment:	No
			For Fiscal Year:	16/17

C.E.O. RECOMMENDATION: [CEO use]

BACKGROUND:

Summary

The Riverside County Department of Child Support services (RDCSS) has joined with Contra Costa Department of Child Support Services to provide additional locate and collection resources to bare on the current caseload of Riverside county at a significantly lower cost than RDCSS would be able to implement on our own. These additional resources will increase the overall distributions of child support to the families in Riverside County.

Thus, DCSS is requesting to amend the existing compensation provision of the agreement to provide greater services to our constituents.

Impact on Residents and Businesses

There is no impact on residents and businesses.

CONTRACT AMENDMENT AGREEMENT
(Purchase of Services - Long Form)

Number: IA000
Fund/Org: 1780
Account: 2310
Other:

1. Identification of Contract to be Amended.

Number: IA000
Effective Date: November 1, 2016
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

WHEN DOCUMENT IS FULLY EXECUTED RETURN
CLERK'S COPY
to Riverside County Clerk of the Board, Stop 1010
Post Office Box 1147, Riverside, Ca 92502-1147
Thank you.

2. Parties. The County of Contra Costa, California (County), for its Department named above, and the following named Contractor mutually agree and promise as follows:

Contractor: Riverside County
Capacity: A public agency
Address: 2041 Iowa Avenue, Riverside, CA 92507

3. Amendment Date. The effective date of this Contract Amendment Agreement is November 1, 2016.

4. Amendment Specifications. The Contract identified above is hereby amended as set forth in the "Amendment Specifications" attached hereto which are incorporated herein by reference.

5. Signatures. These signatures attest the parties' agreement hereto:

COUNTY OF CONTRA COSTA, CALIFORNIA

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

CONTRACTOR

Signature A Name of business entity: By: _____ (Signature of individual or officer) JOHN TAVAGLIONE CHAIRMAN, BOARD OF SUPERVISORS (Print name and title A, if applicable)	Signature B Name of business entity: By: _____ (Signature of individual or officer) _____ (Print name and title B, if applicable)
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Note to Contractor: For corporations (profit or nonprofit) and limited liability companies, the contract must be signed by two officers. Signature A must be that of the chairman of the board, president, or vice-president; and Signature B must be that of the secretary, any assistant secretary, chief financial officer or any assistant treasurer (Civil Code Section 1190 and Corporations Code Section 313). All signatures must be acknowledged as set forth on Form L-2.

FORM APPROVED COUNTY COUNSEL Form L-7 (Page 1 of 1)

BY: NEAL R. KIPNIS DATE 3/1/17

ATTEST:
KECIA HARPER-IHEM, Clerk
By: _____
DEPUTY

APR 11 2017 3:16

AMENDMENT SPECIFICATIONS

In consideration for providing continuing Early Intervention Delinquency Prevention Services, Contra Costa County on behalf of its Department of Child Support Services (County), and Riverside County on behalf of its Department of Child Support Services (Agency) hereby agree to increase the payment limit effective November 1, 2016 by \$70,000 from \$50,000 to a new contract payment limit not to exceed \$120,000. County and Agency agree to delete Attachment A in its entirety and replace with the Attachment A attached and amend the service plan as listed below. All other agreement terms remain unchanged, and in full force and effect.

Contract is amended as follows:

- I. Interagency Agreement -- Standard Form A-3, paragraph 4, is deleted in its entirety and replaced with the following paragraph:
 - 4. **Payment Limit.** Agency's total payments to County under this Agreement shall not exceed \$120,000.
- II. Interagency Agreement -- Standard Form L-3, paragraph 3), the following paragraph is added to the current payment provisions.
 - a) In addition to the payment provisions described in Form P-1 Payment Provisions and in Attachment A, Section 7), subparagraph h), ii), the Agency will pay County \$30.00 for each case retained in the California Counties Child Support Payment Services (CaCCSPS) program for Additional Year services; and the Agency will pay County \$0.90 for each Supplemental Compliance case in which the CaCCSPS attempts to locate a current address, telephone number, email address or employer of a obligated or unobligated parent and which Agency has provided to CaCCSPS for such service, as described in Attachment A Paragraph 8). The Agency will also pay CaCCSPS \$3.50 for each Non-Compliant Income Withholding Notice Case in which CaCCSPS contacts an employer of an obligated parent regarding compliance by the employer with an income withholding order, as described in Attachment A, Paragraph 9).

Attachment A

Case Management Services

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

1) Definitions

- a) Default Case - A child support case managed in the State of California Department of Child Support Services' Child Support Enforcement (CSE) system, in which the CSE Support Order Detail page's "The Matter Proceeds" field value is 'Judgment Entered by Default.'
 - b) Consent Case - A child support case managed in the State of California Department of Child Support Services' Child Support Enforcement (CSE) system, in which the CSE Support Order Detail page's "The Matter Proceeds" field value is other than 'Judgment Entered by Default.'
 - c) Referral - Default and Consent Cases that Agency determines are eligible for the CaCCSPS program

 - d) Auto-letter - a letter generated by a computer system using a standardized template.
 - e) Live call - a telephone call made by a human being.
 - f) Basic locate effort - access to 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. Locate efforts are performed any time an attempted live call indicates incorrect or missing contact information.
 - g) Email Message- a communication over a network going to or from an electronic post box using an email address.
 - h) Supplemental Compliance Case - a case in which Agency has determined that the current address, telephone number, email address or employer of an obligated or unobligated parent is unknown. A Supplemental Compliance Case may be, but does not need to be, a first-time monetary child support order.
 - i) Non-Compliant Income Withholding Notice Case - a case in which a support payment was not withheld by the obligated parent's employer and sent to the custodial parent within the statutory period of time and as required by the Income Withholding Notice. A Non-Compliant Income Withholding Notice Case may be, but does not need to be, a first-time monetary child support order.
- 2) CaCCSPS will provide all services in English and Spanish.
 - 3) County will bill for CACCSPS service per case, based on the type of referral received: Default or Consent.
 - 4) CaCCSPS will create a brochure that describes the obligated parents' payment responsibilities, on-time payment expectations, and services provided to the obligated parent by CaCCSPS. The brochure will be formatted for print and electronic distribution, and approved by County.
 - 5) CaCCSPS will establish and provide a single, toll-free number for use by obligated parents and their employers to contact the CaCCSPS Program. When the CaCCSPS specialist makes

Initials: _____
Agency County

Attachment A

Case Management Services

- (c) If auto-emails or auto-letters cannot be completed or are returned, basic locate effort is made.
 - (3) Day 5
 - (a) Live call to obligated parent
 - (b) Live call to obligated parent's employer
 - (c) If live calls above cannot be completed, basic locate effort is made.
 - (4) Day 30 (30 days from receipt of Referral or 7 days before payment due date, whichever comes first) – Auto-email or auto-letter to obligated parent: Upcoming payment due reminder
 - (5) Day 45 (45 days from receipt of Referral or 7 days before payment due date, whichever comes first) – Auto-email or auto-letter to obligated parent: Upcoming payment due reminder
 - (6) Day 60 (60 days from receipt of Referral or 7 days before payment due date, whichever comes first) – Auto-email or auto-letter to obligated parent: Upcoming payment due reminder
- b) Maintenance of Paying Cases
- i) Obligated parents in cases for which an initial payment was received during the original 120-day period following referral will receive monthly “payment due” reminders of upcoming regular support payments via automated-email messages, or automated letters. Content of emails and letters will be developed and agreed upon by County and CaCCSPS. Monthly reminders will continue for 12 months from initial receipt of a referral, unless the case moves into the Missed Payment Process.
 - ii) The activities to maintain cases with up-to-date payments will be as follows:
 - (1) On the first of the month during which the next regular support payment is due - Auto-email or auto-letter to obligated parent: Upcoming payment due reminder.
 - (2) Monthly “Payment Due” reminder continues for 12 months from initial receipt of a case, unless the case was moved into the Missed Payment Process.
- c) Payment Past Due Process
- i) If pre-‘payment due’ activities do not result in an on-time payment by an obligated parent, CaCCSPS will use another series of auto-emails, or auto-letters, as well as system-generated “work-lists” and “next action” tasks to be performed by CaCCSPS staff to notify obligated parents of the County and CaCCSPS.
 - ii) The sequence and timing of ‘payment past due’ activities will be as follows (All days shown are business days.):
 - (1) Payment due date - Check payment status
 - (2) Day 5 (5 days after payment due, if payment not received) – Auto-email or auto letter to obligated parent: Initial missed payment reminder
 - (3) Day 10 (10 days after payment due, if payment not received):
 - (a) Live call to obligated parent

Initials: _____
Agency County

Attachment A

Case Management Services

- employer.
- iii) Activities to maintain Additional Year cases with up-to-date payments will be as follows:
 - (1) Monthly "Payment Due" reminder continues for 12 months from 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-email or auto-letter to obligated parent: Upcoming payment due reminder.
 - f) Additional Year Missed Payment Process
 - i) Non-compliance activity begins on Day 1 after payment due date and payment is not received, as follows:
 - (1) Day 1 (Payment due/payment not received within past 60 days) - First live call to obligated parent (and obligated parent's employer, if appropriate)
 - (2) Day 30 (Payment not received) - First auto-email or auto-letter to obligated parent
 - (3) Day 60 (Payment not received) - Final live call to obligated parent (and obligated parent's employer, if appropriate); if live call above cannot be completed, basic locate effort is made.
 - (4) Day 120 (Payment not received) - Second auto-email or auto-letter to obligated parent
 - (5) Day 180 (Payment not received) - Third auto-email or auto-letter to obligated parent
 - (6) Day 240 (Payment not received) - Fourth auto-email or auto-letter to obligated parent
 - (7) Day 300 (Payment not received) - Fifth auto-email or auto-letter to obligated parent
 - (8) Day 360 (Payment not received) - Case will be closed for CaCCSPS service.
 - g) CaCCSPS Case Closure
 - i) CaCCSPS will close CaCCSPS cases for the following reasons:
 - (1) Agency has closed the case
 - (2) Non-custodial parent begins to receive un-attachable social security benefits (SSI/SSP) or is incarcerated
 - (3) No payment received in the 180 days preceding anniversary date
 - (4) CSE case management responsibility is found to have transferred to a county not participating in the CaCCSPS program.
 - ii) CaCCSPS will provide a monthly report to DCSS of cases closed in CaCCSPS.
 - iii) CaCCSPS will take no further actions on cases closed in the CaCCSPS program. CaCCSPS will provide a monthly report of cases returned to Agency.
 - h) Management and Performance Reports
 - i) CaCCSPS will provide management and performance reports as part of the services

Initials: _____
Agency County

Attachment A

Case Management Services

covered by the service fee per case, set forth in Payment Provisions below, using data received from County about cases referred to the CaCCSPS program. At a minimum, reports will include the following statistics:

- (1) 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.
 - (2) The dollar amount and percentage of current support owing and received during the term of this contract.
- i) Performance Estimates and Projections
CaCCSPS will provide Agency an estimate each month of expected collections on CaCCSPS cases, based on CaCCSPS' past performance and past performance on similar delinquency prevention projects in other jurisdictions.
- 8) CaCCSPS will provide services on a Supplemental Compliance case received from Agency, including locating a current address, telephone number, email address or employer of an obligated or unobligated parent, for purposes in furtherance of obtaining compliance by the parent with the establishment of paternity, successful service of a summons and complaint and/or issuance of a support order, zero order or closed order and payment of any amount owed on such support order.
- 9) CaCCSPS will perform services on a Non-Compliant Income Withholding Notice Case received from Agency, including locating employer contact information, contacting the employer by telephone, and providing required Income Withholding Notice information, in accordance with DCSS procedures.

Initials: _____
Agency County