



# County of Santa Cruz

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## DEPARTMENT OF CHILD SUPPORT SERVICES

POST OFFICE BOX 1841, SANTA CRUZ, CA 95061-1841

(831) 454-3700 FAX: (831) 454-3752

LYNN C. MILLER, DIRECTOR

Agenda: **September 10, 2002**

August 28, 2002

The Honorable Chairperson Jan Beautz and  
Members of the Board of Supervisors  
701 Ocean Street  
Santa Cruz, CA 95060

### **RE: MEMORANDUM OF UNDERSTANDING ESTABLISHING SANTA CRUZ/ SAN BENITO REGIONAL DEPARTMENT OF CHILD SUPPORT SERVICES**

Dear Chairperson Beautz and Members of the Board:

In 1999, Governor Davis signed legislation which reformed California's child support program. It established a new State Department of Child Support Services (DCSS) to provide program oversight and charged the DCSS Director with the responsibility of increasing collections and improving services to families. Additionally, the legislation provided that the Director, in consultation with impacted counties, may consolidate county agencies into a single regional child support agency if the Director determines that this consolidation will increase the efficiency of the program, provided each county has at least one local child support office accessible to the public (Family Code Section 17304(a)). Consistent with this statutory direction, DCSS has encouraged local child support agencies to consider opportunities for consolidation.

Santa Cruz County has been approached by the DCSS and the County of San Benito regarding such a consolidation. After initial exploratory meetings, the DCSS, San Benito and Santa Cruz counties entered into negotiations to develop the attached Memorandum of Understanding (MOU) which provides for the union of the administrative function of the two local child support agencies and establishes the Santa Cruz/San Benito Regional Department of Child Support Services. This Regional Department, to be managed by Santa Cruz County, offers the resources of a larger program to San Benito County and provides a single point of contact and authority for the DCSS.

Further, San Benito County agrees to hold Santa Cruz County harmless from any claims that may arise out of its management of the Santa Benito program. Santa Cruz County agrees to train the employees of San Benito County and extends customer service initiatives which have contributed to the success of our program. The MOU also makes

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clear that the employees of each county will remain employees of their respective counties, thereby maintaining the accountability and local control necessary to operate an effective local program and maintain services which are accessible to the community.

DCSS has agreed to fund all regionalization costs and to maintain and evaluate performance and compliance with program requirements individually for each county. The annual regionalization costs are estimated at \$56,000 to cover expanded training capacities and administrative charges. Furthermore, DCSS recognizes it would be unfair to suggest that the consolidating counties will assume the risks of their partners and neither county will be held liable for any penalties nor fund reductions imposed for the failure of the other county to meet performance standards as specified in state and/or federal regulations for the term of this agreement.

The attached MOU serves to consolidate the administration of child support services under the management of Santa Cruz County and is the result of an effort to improve services to children and families in both San Benito and Santa Cruz Counties. It protects each county from increased costs and claims associated with the consolidation while maintaining local control and accountability. This agreement is offered to your Board for consideration as an opportunity to promote and maintain quality public service, efficient government and positive collaboration between our two counties. The MOU has been approved by DCSS as to form and content.

IT IS THEREFORE RECOMMENDED that your Board approve the attached Memorandum of Understanding and authorize the County Administrative Officer to sign on behalf of Santa Cruz County.

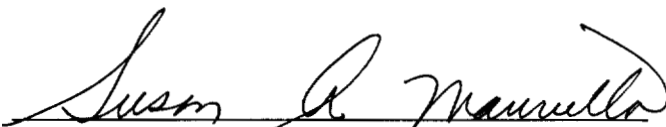
Respectfully,



Lynn C. Miller

Department of Child Support Services Director

RECOMMENDED



SUSAN A. MAURIELLO

County Administrative Officer

cc: California Department of Child Support Services  
Santa Cruz County Counsel  
Santa Cruz County Auditor-Controller  
San Benito County  
Santa Cruz County Department of Child Support Services

LCM:DLO

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**Memorandum Of Understanding Between  
Santa Cruz County And San Benito County  
Consolidating The Administration Of Local Child Support  
Services And Establishing The Santa Cruz/San Benito Regional Department Of  
Child Support Services**

1 WHEREAS, the Director of the California Department of Child Support Services (DCSS)  
2 has determined that consolidation of the administrative functions of the San Benito  
3 County Department of Child Support Services and the Santa Cruz County Department  
4 of Child Support Services will increase the efficiency and service quality of the state  
5 Title IV-D program; and  
6

7 WHEREAS, the Director of DCSS has consulted with San Benito and Santa Cruz  
8 Counties as provided in Family Code §17304(a) and San Benito and Santa Cruz  
9 Counties hereby agree to consolidate the administrative function of their respective local  
10 child support services agencies (LCSAs); and  
11

12 WHEREAS, the Boards of Supervisors of San Benito and Santa Cruz Counties have  
13 determined that consolidation of the administrative function of their respective LCSAs as  
14 provided herein will assist DCSS in improving the program efficiency and customer  
15 service quality while retaining the accountability, accessibility, local control and visibility  
16 established by the respective LCSAs to the people of San Benito and Santa Cruz  
17 Counties; and  
18

19 WHEREAS, both LCSAs have a history of working together, share the same interim  
20 automation system, CASES, and both believe that consolidation of their administrative  
21 function as set forth in this agreement will result in improved child support services to  
22 the children and families of their counties; and  
23

24 WHEREAS, the governance structure agreed to herein will establish a single point of  
25 contact and authority with DCSS; allows employees of each LCSA to remain as  
26 employees of their respective county; consolidates the administrative function for the  
27 two LCSAs; maintains responsibility for the performance of case management functions  
28 with the county having jurisdiction over the case; and provides that this agreement shall  
29 be subject to annual evaluation and review by all parties to this agreement;  
30

31 NOW, THEREFORE, San Benito County and Santa Cruz County agree to consolidate  
32 the administrative function of their LCSAs and establish the Santa Cruz/San Benito  
33 Regional Department of Child Support Services herein after referred to as the Regional  
34 Department as follows:  
35

36 A. GOVERNANCE AND ORGANIZATIONAL STRUCTURE  
37

38 DEFINITIONS

39 The following words shall have the meaning ascribed to them in this section unless the  
40 content of their usage dictates otherwise:

1. "Agreement" means this Memorandum of Understanding.
2. "DCSS" means the California Department of Child Support Services.
3. "LCSA (Local Child Support Agency)" means the Santa Cruz County Department of Child Support Services and/or the San Benito County Department of Child Support Services.
4. "Lead County" means the county (Santa Cruz County in this agreement) that shall assume the duties and responsibilities of the consolidated administrative function as listed in paragraph "B" of this agreement.
5. "Partner County" means the county (San Benito County in this agreement) that shall assume the duties and responsibilities listed in paragraph "C" of this agreement.
6. "Regional Department" means the Santa Cruz/San Benito Regional Department of Child Support Services formed by this agreement.
7. "Regional Director" means the director of the Santa Cruz/San Benito Regional Child Support Services Agency. The Regional Director is the appointed Director of the Santa Cruz County Department of Child Support Services and also functions as the Director of the San Benito County Department of Child Support Services.
8. "Regional Administrator" means the DCSS representative responsible for all aspects of the child support program within their assigned region.

If not otherwise defined in this Agreement, the terms used shall have the definitions set forth in the Family Code § 17000, et seq.

In order to effectively operate the Regional Department, the administrative function of each LCSA shall be consolidated under and managed by Santa Cruz County. Each county shall retain operational control over their respective LCSA and the employees of each county LCSA shall remain as employees of their respective county. The Director of the Santa Cruz County LCSA shall be the Regional Director of the Regional Department. The Regional Director shall also serve as the Director of the San Benito County LCSA. The Regional Director shall be directly and separately responsible to the County Administrative Officers of both counties for the administration, operation and management of their respective LCSAs. The Lead County shall be Santa Cruz County. San Benito County shall be the Partner County. As Lead County, Santa Cruz County shall serve as the single point of contact and authority between the Regional Department and DCSS. As Partner County, San Benito County shall vest in the Regional Director the powers and authority necessary to carry out the responsibilities of the administrative function.

Each county shall be responsible for providing for all child support program functions set forth in state and federal law and regulations for cases which fall within its jurisdiction including but not limited to, case adjudication, case management and collection and disbursement of child support payments. Each county shall also be responsible for the payment of general administrative expenses necessary to perform the child support operations within that county including, but not limited to, salaries, benefits, travel and

1 training for employees of that county, supplies and equipment for that county, rent for  
 2 office space, county cost allocation, memberships, and legal resources and references  
 3 to the extent that funds are appropriated in the Annual State Budget Act. Neither county  
 4 shall be liable for any penalties or fund reductions imposed for failure of the other  
 5 county to meet performance-related standards as specified in state and/or federal  
 6 regulations. Any penalties or fund reductions imposed by the state will be applied to the  
 7 Regional Department to be passed on to the responsible county.

8  
 9 Santa Cruz County and San Benito County shall sign a joint plan of cooperation with  
 10 DCSS (which incorporates the Annual Automation Cooperation Agreement). The  
 11 Regional Director shall be responsible for monitoring the activities of both counties to  
 12 ensure that each county is in compliance with the terms of the annual plan of  
 13 cooperation.

#### 14 15 B. SANTA CRUZ COUNTY RESPONSIBILITIES

16  
 17 Santa Cruz County shall be the Lead County. In consideration of the fact that Santa  
 18 Cruz County is the Lead County, nothing in this agreement shall change the relationship  
 19 between Santa Cruz County and the Director of the Santa Cruz County Department of  
 20 Child Support Services, who shall also serve as Regional Director under this  
 21 agreement. Santa Cruz County shall reserve all exclusive rights as to the employment,  
 22 compensation and discipline of the Regional Director. In this regard, the Santa Cruz  
 23 County Administrative Officer shall give due consideration to any and all concerns  
 24 expressed by the San Benito County Administrative Officer regarding the performance  
 25 of the Regional Director. The administrative functions of the LCSAs shall be  
 26 consolidated and performed by the Santa Cruz County Director of Child Support  
 27 Services, who shall also be the Regional Director of the Regional Department. To carry  
 28 out this role the Regional Director and/or his/her designee shall:

- 29  
 30 1. Certify and ensure that the child support operation in the Regional Department  
 31 meets all child support program requirements set forth in state and federal law  
 32 and regulations,
- 33 2. Prepare, administer and submit a consolidated budget for the Regional  
 34 Department. In order to develop the consolidated budget, budgets for each  
 35 County Department of Child Support Services shall be presented to the  
 36 respective County Administrative Officer's for their review and for approval by the  
 37 Board of Supervisors of each respective county,
- 38 3. Prepare and submit consolidated claim and reporting forms required in the  
 39 administration of the program for the Regional Department,
- 40 4. Receive and disburse at the earliest possible date all administrative allocations  
 41 from DCSS to the appropriate accounts, through the Santa Cruz County  
 42 Auditor/Controller,
- 43 5. Ensure that the program meets all automation requirements and coordinate with  
 44 DCSS and the CASES consortium to effectively operate and maintain the child  
 45 support automation system for the Regional Department.

6. Provide sufficient training to employees to enable them to perform all duties necessary to fulfill the tasks and functions of their jobs,
7. Provide customer service and public outreach functions that maximize the delivery of child support services to all customers served by the Regional Department.
8. Maintain a customer complaint resolution program as required by state regulations, including an ombudsperson program and customer service plans filed by each county,
9. Be responsible for submitting an annual report to the Director of DCSS and the County Administrative Officers of each county on the consolidated administrative functions and their respective LCSA's by June 1<sup>st</sup> of each year,
10. Be responsible for development, implementation and oversight of any program improvement measures that may be required to improve performance,
11. Respond to the County Administrative Officer and the Board of Supervisors of each member county for requests for information and reports regarding the consolidated administrative functions and their respective LCSAs, necessary for the overall administration of their LCSA,
12. Obtain and procure resources that will benefit the overall operation of the program, including the hiring of additional personnel, acquiring services, equipment, software and/or other information technology, and leasing facilities, necessary to improve program efficiency and effectiveness,
13. Hire, supervise, evaluate and manage personnel necessary to fulfill the functions of the child support program as mandated in Family Code § 17304, including assignment of work duties consistent with the employees' current duties and in compliance with each County's Memorandum of Understanding, policies and procedures, and the standards and directives promulgated by the DCSS,
14. Work in conjunction with the Boards of Supervisors, County Administrative Officers, Human Resources Offices, Civil Service Commission (in the case of Santa Cruz County) or CPS/Merit System Services (in the case of San Benito County) and the bargaining units in performing the duties in this combined administrative function,
15. Maintain office space, equipment, machines and supplies necessary to perform the function of the child support program directives in accordance with established policies and procedures of the county for which the acquisitions are made.

#### C. SAN BENITO COUNTY RESPONSIBILITIES

San Benito County shall be the Partner County. To carry out its responsibilities as Partner County San Benito County shall:

1. Vest in the Regional Director of the Santa Cruz/San Benito Regional Child Support Services Department the powers and authority necessary to carry out the responsibilities as described here in for the Regional Director,
2. Direct the San Benito County Administrative Officer to regard the Regional Director as equal in status, authority, and responsibility to any other Department

- Head in the employ of San Benito County,
3. Direct the San Benito County Administrative Officer to make the Regional Director aware of all policies and procedures of San Benito County,
4. Make available the administrative offices of San Benito County, (such as the County Administrative Office, Human Resources Office and Office of the County Counsel) in dealing with claims, grievances, and complaints brought by employees of San Benito County,
5. Defend, indemnify and hold harmless the Lead County (Santa Cruz County), the Regional Director and his/her designees for any and all claims and/or causes of action arising out of the performance of duties as prescribed in this agreement.

D. TERM AND TERMINATION OF AGREEMENT

1. The term of this agreement shall commence on October 1, 2002, provided that prior to this date both counties have adopted this agreement and shall remain in effect until September 30, 2005.
2. San Benito County and Santa Cruz County each have the right to terminate this agreement, without cause or legal excuse, and without incurring any liability to the other party, upon six months written notice to the other party of its intent to terminate this agreement.

E. DISPUTE RESOLUTION

In the event of a dispute between the Regional Director and the Partner County concerning the performance or direction of the Regional Department that cannot be resolved, the parties to this MOU agree to refer the issue to the County Administrative Officers of the two Counties for resolution. If the dispute cannot be resolved, the parties may request the assistance of the DCSS Director, through the DCSS Regional Administrator, for such purposes.

If no mutually acceptable resolution of the dispute can be achieved both parties retain their rights to terminate this agreement as described in Paragraph D of this agreement.

F. NOTICES

All notices by the parties and DCSS to one another pertaining to any provision in this agreement shall be made by United States mail, postage pre-paid, addressed as follows:

County of Santa Cruz  
Department of Child Support Services  
P.O. Box 1841  
Santa Cruz, CA 95061-1841

County of Santa Cruz  
County Administrative Office  
701 Ocean Street  
Santa Cruz, CA 95060

County of San Benito  
County Administrative Office  
481 Fourth Street  
Hollister, CA 95023

California Department of Child Support Services  
P.O. Box 419064  
Rancho Cordova, CA 95741-9064

**EXECUTION:**

In witness whereof, the parties have executed this agreement below by their duly authorized representatives. This agreement may be executed in counterparts.

County of San Benito

County of Santa Cruz

By: \_\_\_\_\_  
Gil Solorio, CAO

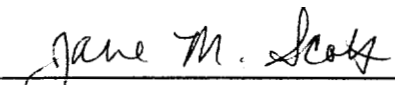
By: \_\_\_\_\_  
Susan Mauriello, CAO

Date: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to form:

\_\_\_\_\_  
County Counsel

  
\_\_\_\_\_  
County Counsel

Read and approved as to form and content:

Date: \_\_\_\_\_

\_\_\_\_\_  
Curtis Child, Director  
California Department of Child Support Services

STATE OF CALIFORNIA - HEALTH AND HUMAN SERVICES AGENCY  
GRAY DAVIS, GOVERNOR

DEPARTMENT OF SOCIAL SERVICES



September 3, 2002

Mr. Lynn Miller, Director  
Santa Cruz County Department  
of Child Support Services  
P.O. Box 1841  
Santa Cruz, California

Dear Mr. Miller:

Attached is the final Memorandum of Understanding(MOU). The MOU anticipates an effective date of October 1, 2002 consistent with the beginning of the 2003 Federal Fiscal Year. The Board of Supervisors in each county is scheduled to review the MOU and upon their approval the MOU will be returned to DCSS for Director Child's signature.

The MOU has been reviewed and approved through the DCSS executive review process and some modifications have been made that were required as a result of that process. DCSS he3 received your request for additional funds and is making every effort to accommodate the request upon approval of a final state budget.

DCSS recognizes and appreciates the effort both Santa Cruz County and San Benito County have committed in making this regionalization effort a reality. We look forward to working with you to continue improving the performance of the program and increasing services to the customers of both counties. It has been a pleasure working with you and your staff in the development of this MOU.

If you have any questions or would like additional information, please contact me at (916) 464-5382.

Sincerely,

Lupe P. Gonzales,  
Regional Administrator