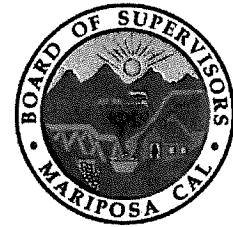


MARIPOSA COUNTY

Child Support Services • (866) 901-3212



RESOLUTION - ACTION REQUESTED 2016-198

MEETING: April 26, 2016

TO: The Board of Supervisors

FROM: Debbie Walton, Child Support Services Director

RE: Approve the Memorandum of Understanding Establishing the Merced-Mariposa Regional Depa

RECOMMENDATION AND JUSTIFICATION:

Approve the Memorandum of Understanding (MOU) establishing the Merced-Mariposa Regional Department of Child Support Services effective May 1, 2016; and Authorize the Board of Supervisors Chair to Sign the MOU. Since its development the State Department of Child Support Services (DCSS) has encouraged local child support agencies to consider opportunities for consolidation for program efficiencies. With the upcoming retirement of Mariposa's County Child Support Director the timing was right to discuss a consolidation of the administrative functions of the two agencies. A consolidation with Merced DCSS was considered because it would build upon an existing relationship already established between the two agencies. Currently Merced DCSS answers Mariposa's phone calls and provides general case and payment information to customers, and provides back up legal support.

Meetings were held with the County Executive Officer (CEO) of Merced County, the County Administrative Officer (CAO) of Mariposa County, staff from State DCSS, the Merced DCSS Director, the Mariposa DCSS Director and collective bargaining units representing staff from both agencies. It has been determined that the consolidation of the administrative functions of the Mariposa and Merced agencies will result in increased efficiencies and cost effectiveness for the agencies.

Through negotiations and a template provided by State DCSS, the attached MOU was developed. The newly created regional department, managed by Merced County, offers the resources of a larger program to Mariposa County and provides a single point of contact and authority for the DCSS. This MOU creates two separate and distinct departments under an administrative umbrella of regionalization, with all administrative components related to the regionalized department being performed by the lead county, Merced. Consolidating administrative services of the two counties will leverage funding for both agencies, allowing them to better weather increased costs of doing business, or reallocation or cuts in funding.

It is recommended and requested that this Board approve the MOU establishing the

Merced-Mariposa Regional Department of Child Support Services and establishing that the Director of the Merced County Department of Child Support Services shall serve as the Regional Director.

BACKGROUND AND HISTORY OF BOARD ACTIONS:

In 1999 new legislation reformed California's child support program. The newly established State (DCSS) is to provide program oversight of the local county agencies for Child Support Services and charged the Director with the responsibility of increasing collections and improving services to families. The legislation also provided opportunity for counties to consolidate into a regional agency when DCSS and the impacted counties determined that this would 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)). Currently there are six other regional child support agencies throughout California.

ALTERNATIVES AND CONSEQUENCES OF NEGATIVE ACTION:

Do not approve the MOU and give further direction. A new Director would need to be hired in May 2016. Not pursuing regionalization with Merced could put current Mariposa county agency employees in jeopardy as State funding has been flat for 13 years while salary, benefits and cost of doing business has increased. The increased costs must be absorbed in the current funding unless the County is willing to provide General Fund support. Currently the department does not receive any General Fund support.

FINANCIAL IMPACT:

There is no Financial impact to the General Fund

ATTACHMENTS:

MMRDCSS_MOU_040516 (PDF)

CAO RECOMMENDATION

Requested Action Recommended


Mary Hodson, CAO 4/20/2016

RESULT: ADOPTED [UNANIMOUS]

MOVER: Rosemarie Smallcombe, District I Supervisor

SECONDER: Merlin Jones, District II Supervisor

AYES: Smallcombe, Jones, Long, Cann, Carrier

**MEMORANDUM OF UNDERSTANDING
ESTABLISHING THE MERCED-MARIPOSA REGIONAL
DEPARTMENT OF CHILD SUPPORT SERVICES**

This Memorandum of Understanding (MOU), entered into May 1, 2016, by and between the County of Merced, a political subdivision of the State of California, hereinafter referred to as "MERCED," and the County of Mariposa, a political subdivision of the State of California, hereinafter referred to as "MARIPOSA," is made upon the following considerations:

WHEREAS, the California Department of Child Support Services (DCSS) has consulted with MARIPOSA and MERCED as provided in Family Code §17304(a) regarding consolidating the administrative and programmatic functions of their respective Local Child Support Agencies (LCSAs). The California Department of Child Support Services is the single organizational unit whose duty is to administer the federal Title IV-D state plan in California as authorized per Family Code section 17202. The consolidation or sharing of child support program responsibilities as described in Family Code section 17304(a) and the respective LCSA Plans of Cooperation is subject to the final approval of the Director of the California Department of Child Support Services, and

WHEREAS, the Boards of Supervisors of MARIPOSA and MERCED have determined that the consolidation of the administrative and programmatic functions of their respective Local Child Support Agencies (LCSAs) will result in increased efficiency and improved service for the state Title IV-D program as well as the cost effectiveness of the program and this action will assist DCSS in improving the program efficiency and customer service quality while maintaining accountability and accessibility established by the respective LCSAs to the people of Mariposa and Merced Counties, and

WHEREAS, both LCSAs share the single statewide automation Child Support Enforcement system (CSE), and

WHEREAS, the governance structure agreed to herein establishes a single point of contact and authority with LCSAs; allows employees of each LCSA to remain as employees of their respective LCSAs; consolidates the administrative and programmatic functions for the two LCSAs; and provides that this agreement shall be subject to annual evaluation and review, and

WHEREAS, this initial agreement shall serve to transition MARIPOSA and MERCED into a fully integrated and regionalized Department of Child Support Services.

NOW, THEREFORE, MARIPOSA and MERCED agree to the consolidation of the administrative and programmatic functions of their LCSAs and create and maintain the Merced-Mariposa Regional Department of Child Support Services, hereinafter referred to as the Regional Department, and agree to the following terms and conditions.

A. DEFINITIONS

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

1. "Agreement" means this Memorandum of Understanding.
2. "DCSS" refers to the California Department of Child Support Services.
3. "LCSA (Local Child Support Agency)" means the Merced County Department of Child Support Services and/or the Mariposa County Department of Child Support Services.
4. "Lead County" means the county (MERCED In this agreement) that shall assume the duties and responsibilities of the consolidated administrative and programmatic functions as listed in Section "C" of this Agreement.
5. "Partner County" means the county (MARIPOSA in this agreement) that shall assume the duties and responsibilities listed in Section "D" of this Agreement.
- 6 "Regional Director" means the director of the Merced-Mariposa Regional Department of Child Support Services. The Regional Director is the appointed Director of the Merced County Department of Child Support Services and also functions as the Director of the Mariposa County Department of Child Support Services.
7. "Regional Administrator" means the DCSS representative responsible for all aspects of the child support program within the assigned region.
8. "Mariposa Current Employees" means staff employed by Mariposa County Department of Child Support Services as of the date of execution of this Agreement.

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

B. GOVERNANCE AND ORGANIZATIONAL STRUCTURE

In order to effectively operate the Regional Department, the administrative and programmatic functions of each LCSA shall be consolidated with and managed by MERCED. The employees of each county LCSA shall remain as employees of their respective county. The Director of the Merced County LCSA shall be the Regional Director of the Regional Department. The Regional Director shall also serve as the Director of the Mariposa County LCSA. The Regional Director shall be directly and separately responsible to the Board of Supervisors of both counties for the administration, operation and management of their respective LCSAs. As Lead County, MERCED shall serve as the single point of contact and authority between the Regional Department and DCSS. As Partner County, Mariposa County shall vest in the Regional Director the powers and

authority necessary to carry out the responsibilities of the administrative and programmatic functions.

The Regional Department 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 maintain separate budgets within the Regional Department and be responsible for the payment of the general administrative expenses necessary to perform the child support operations within that county including, but not limited to, employee salaries, benefits, OPEB (retiree health insurance), travel and training for employees of that county, supplies and equipment for that county, rent for office space, county cost allocation, memberships, and legal resources and references to the extent that funds are appropriated in the Annual State Budget Act.

Neither county shall be liable for any penalties or fund reductions imposed for failure of the other county to meet performance-related standards as specified in state and/or federal regulations. Any penalties or fund reductions imposed by the state will be applied to the Regional Department to be passed on to the responsible county. Each County shall also maintain authority to discipline or terminate its employees in accordance with the rules and/or MOUs in place for that particular County.

The Regional Director shall sign a single Plan of Cooperation with DCSS. The Regional Director shall be responsible for monitoring the activities within both counties to ensure that the Regional Department is in compliance with the terms of the annual Plan of Cooperation.

C. MERCED COUNTY RESPONSIBILITIES

MERCED shall be the Lead County. Nothing in this Agreement shall change the employer/employee relationship between MERCED and the Director of the Merced County Department of Child Support Services, who shall also serve as Regional Director under this agreement. MERCED shall reserve all exclusive rights as to the employment, compensation and discipline of the Regional Director. In this regard, the MERCED County Executive Officer shall give due consideration to any and all concerns expressed by the MARIPOSA County Administrative Officer regarding the performance of the Regional Director. The administrative and programmatic functions of the LCSAs shall be consolidated and performed by the Regional Director. To carry out this role the Regional Director and/or his/her designee shall:

1. Certify and ensure that the child support operation in the Regional Department meets all child support program requirements set forth in the State Plan, Plan of Cooperation(s), state and federal law and all regulations thereof,
2. Prepare, administer and submit a budget for the Regional Department. In order to develop the budget, separate budgets for each County Department of Child Support Services shall be

presented to the respective County Executive/Administrative Officers for their review and for approval by the Board of Supervisors of each respective county,

3. Prepare and submit claim and reporting forms required in the administration of the program for the Regional Department
4. Ensure administrative allocations from DCSS are received and disbursed to the appropriate accounts for each separate County Department of Child Support Services,
5. Ensure that the program meets all automation requirements and coordinate with DCSS to effectively operate and maintain the child 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 plan,
9. Be responsible for development, implementation, and oversight of any program improvement measures that may be required to improve performance,
10. Respond to the County Executive/Administrative Officer and the Board of Supervisors of each County for requests for information and reports regarding the consolidated administrative functions and their respective LCSAs, necessary for the overall administration of their LCSA,
11. 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,
12. 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 employees' current duties and in compliance with each County's Memoranda of Understanding, policies and procedures, and the standards and directives promulgated by the DCSS,
13. Work in conjunction with the Boards of Supervisors, County Executive/Administrative Officers, Human Resources Offices, CPS/Merit System Services, and the bargaining units in performing the duties in this combined administrative function,

14. 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,

15. Arrange for sufficient attorney resources to cover the court calendars in Merced and Mariposa Counties, including the preparation and follow up time required by such cases,

16. Maintain regular office hours in both the Merced and Mariposa offices, pursuant to respective County policy,

D. MARIPOSA COUNTY RESPONSIBILITIES

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

1. Vest in the Regional Director all powers and authority necessary to carry out the responsibilities as described herein for the Regional Director,

2. Direct the MARIPOSA County Administrative Officer to regard the Regional Director as equal in status, authority, and responsibility to any other Department Head in the employ of MARIPOSA,

3. Direct the MARIPOSA County Administrative Officer to make the Regional Director aware of all policies and procedures of MARIPOSA,

4. Make available the administrative offices of MARIPOSA, (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 MARIPOSA,

5. Supply financial information to the Regional Director in a timely manner, including, but not limited to, all transactional and supporting documentation in regards to all expenditures incurred by MARIPOSA.

6. Grant access, if feasible, to its financial and reporting systems to key personnel of the Lead County as it relates to the claimable expenses of the LCSA to help facilitate the filing of the AEC 356 quarterly claim and for the purposes of management oversight of the departmental budget,

7. 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,

E. MUTUAL RESPONSIBILITIES

Nothing in this agreement shall modify the responsibilities that each County has committed to in their respective Plans of Cooperation with the California Department of Child Support Services until such time as they enter into a Plan of Cooperation for the Merced-Mariposa Regional Department of Child Support Services. It is the responsibilities of the parties to ensure that the terms and conditions of the Plans of Cooperation are met even where delegated to the other party. Each county will remain subject to audit by DCSS. Each county shall remain responsible for any audit findings against that particular county.

F. PERSONNEL

1. As of the date of execution of this agreement Mariposa County Department of Child Support Services employs five (5) persons in the following classifications: one (1) - Child Support Assistant; one (1) - Child Support Specialist I/II; one (1) - Child Support Specialist III; one (1) Child Support Supervisor; and one (1) - Child Support Account Specialist.
2. Current Mariposa Employees shall remain MARIPOSA employees and be subject to all rules and regulations and shall retain all rights and privileges to which they are entitled under the MARIPOSA ordinances, personnel rules, regulations, and collective bargaining agreements. MARIPOSA shall be solely responsible for payment of wages and compensation to Current Mariposa Employees.
3. The Regional Director shall provide direction to staff in performance of Child Support activities and, subject to the review and control of the MARIPOSA County Administrative Officer, provide for the training, performance review and appraisal, and discipline (up to and including termination) of MARIPOSA's employees in the Department of Child Support Services.
4. Current Mariposa Employees shall continue to be assigned to work in the Mariposa office.
5. At such time as the Current Mariposa Employees leave their positions, or this Agreement is terminated pursuant to section H, the Regional Director will work with DCSS and the MARIPOSA County Administrative Officer to determine if filling such vacancies is within the existing MARIPOSA LCSA budget allocation. If sufficient funding is available and filling the vacancy is determined to be the best course of action, the recruitment and hiring for the MARIPOSA vacancy would be for Mariposa County employees. If sufficient funding is not available to fill the vacant MARIPOSA position, then the Regional Director will re-assign the work performed by the vacant position to staff in the MERCED. If the shift of work to MERCED results in significant increases to caseworker workload, the Regional Director will work with DCSS determine if adjustments to budget allocations between regional departments is appropriate. As specified in Section C, Subsection 15 above, MERCED shall be responsible for providing sufficient staffing to maintain office hours in Mariposa.

G. INDEMNIFICATION

MERCED agrees to indemnify, save, hold harmless, and at MARIPOSA'S request, defend MARIPOSA, its officers, agents, and employees from any and all costs and expenses, including attorney's fees and court cost, damages, liabilities, claims, and losses occurring or resulting to MARIPOSA in connection with the performance, or failure to perform, by MERCED, its officers, agents, or employees under this Agreement, and from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of MERCED, its officers, agents, or employees under this Agreement.

MARIPOSA agrees to indemnify, save, hold harmless, and at MERCED'S request, defend MERCED, its officers, agents, and employees from any and all costs and expenses, including attorney's fees and court cost, damages, liabilities, claims, and losses occurring or resulting to MERCED in connection with the performance, or failure to perform, by MARIPOSA, its officers, agents, or employees under this Agreement, and from any and all costs and expenses, damages, liabilities, claims, and losses occurring or resulting to any person, firm, or corporation who may be injured or damaged by the performance, or failure to perform, of MARIPOSA, its officers, agents, or employees under this Agreement.

H. TERM AND TERMINATION OF AGREEMENT

1. The term of this Agreement shall commence on May 1, 2016, and remain in effect for a period of two (2) years unless terminated by the parties in writing and with the approval of the Director of DCSS. If not terminated pursuant to Section G, subsection 2 below, the Agreement shall automatically renew for one period of twelve (12) months.

2. MARIPOSA and MERCED each have the right to terminate this agreement, without cause or legal excuse, and without incurring any liability to the other party, upon 180 calendar days written notice to the other party of its intent to terminate this Agreement in part or in its entirety.

I. DISPUTE RESOLUTION

In the event of a dispute between the Regional Director and the Partner County concerning the performance of the Regional Department or interpretation of this MOU that cannot be resolved, the parties to this MOU agree to refer the issue to the County Executive/Administrative Officers and the DCSS Regional Administrator for each County for resolution. If the dispute cannot be resolved, the parties may submit the dispute for resolution to the Director of DCSS. The decision of the Director of DCSS shall be final, except for issues within the sole jurisdiction of the County Board of Supervisors.

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

J. AMENDMENT

The provisions of this Agreement may not be modified, except by a written instrument signed by both parties and approved by the Director of California Child Support Services.

K. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof, and all prior or contemporaneous agreements, understandings and representations, oral or written, are superseded.

L. SEVERABILITY

If any term, condition or provision of this MOU is held by a court of competent jurisdiction to be invalid, void or unenforceable, the remaining provisions will nevertheless continue in full force and effect, and shall not be affected, impaired or invalidated in any way.

M. 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:

DCSS

California Department of Child Support Services
P.O. Box 419064, M.S. 100
Rancho Cordova, CA 95741-9064

Merced

Merced County Department of Child Support Services
P.O. Box 3199
Merced, CA 95344

Merced

Merced County Executive Office
2222 M Street
Merced, CA 95340

Mariposa

Mariposa County Department of Child Support Services
P.O. Box 748
Mariposa, CA 95338

Mariposa


Mariposa County Administrative Office
P.O. Box 784
Mariposa, CA 95338


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 Merced

County of Mariposa


By: 
Chairman, Merced County
Board of Supervisors

By: 
Chairman, Mariposa County
Board of Supervisors


Date: APR 12 2016

Date: 4-27-16

Approved as to form:



County Counsel Forrest W. Hansen
Merced County



County Counsel
Mariposa County

Read and approved as to form and content:

Date: June 23, 2016



Alisha Griffin, Director
California Department of Child Support Services