



MATTHEW A. BREGA
DIRECTOR

DEPARTMENT OF CHILD SUPPORT SERVICES
ALAMEDA COUNTY
CALIFORNIA

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PLEASANTON, CA 94588
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REVISED

AGENDA ITEM NO. _____ January 10, 2012

December 5, 2011

Honorable Board of Supervisors
Administration Building
1221 Oak Street
Oakland, CA 94612

Dear Board Members:

**SUBJECT: REVISED MEMORANDUM OF UNDERSTANDING WITH
SONOMA COUNTY DEPARTMENT OF CHILD SUPPORT
SERVICES**

RECOMMENDATIONS:

In order to continue the Shared Services Call Center with Sonoma County Department of Child Support Services, it is recommended that your Board:

1. Approve the amended Memorandum of Understanding (MOU) with Sonoma County Department of Child Support Services (SCDCSS) and;
2. Delegate authority to the Director of the Alameda County Department of Child Support Services (ACDCSS) to sign the MOU.

SUMMARY:

On September 29, 2010 your Board approved a Shared Services Call Center with SCDCSS for a one year term of 10/1/10 through 9/30/11. This amended MOU adds provisions and continues those services for an additional five year term of 10/1/11 through 9/30/16.

DISCUSSION/FINDINGS

In 2007/08 the State converted the County child support offices to a statewide telephone system via the California Enterprise Customer Support System (ECSS). Since then the State has looked for ways to become more cost-effective. One of the practices the State has implemented is to allow Counties with adequate resources to perform general call center duties for Counties with few resources. The Shared Services Call Center between Sonoma and Alameda Counties has allowed the two Counties to become more cost-effective by utilizing the strong infrastructure, resources, and program knowledge in Alameda County to perform the general call

center duties for Sonoma County. The Call Center model being utilized in Alameda County routes all of Sonoma County's incoming child support calls to Alameda County, and Alameda County's Call Center staff provide information to Sonoma County customers regarding general case status information and payments. The Shared Services Call Center has also positioned Alameda County to possibly become a Regional Call Center in Northern California.

Amendments to the original MOU include the following new provisions to be maintained by ACDCSS and SCDCSS:

- A monthly average wait time of two minutes or less;
- A monthly abandonment rate of 8.5% or less;
- Fewer than 40 "deflected" calls per month;
- A call ratio of 90% Tier 1 calls (resolved by the Call Center Agent with no further follow-up by the caller) and a ratio of 10% Tier II (referred to the Sonoma County Department of Child Support Services for further follow-up with the caller);
- SCDCSS will provide ACDCSS with 30 days notice whenever possible of activities which may result in a higher call volume.

Additionally, the term of the MOU will be expanded from one year to five years. Both ACDCSS and SCDCSS agree that the MOU shall be automatically renewed for successive periods of one (1) year (each annual term constitutes a renewal) for the five-year term of the MOU. However, any subsequent renewal is subject to the mutual agreement of the parties and may be cancelled by either party if a Notice of Termination is provided at least sixty (60) days prior to the subsequent Renewal Term.

FINANCING:

There is no fiscal impact to the County by approving the recommended action.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Matthew A. Brega', written over a horizontal line.

Matthew A. Brega, Director
Department of Child Support Services

MB:jld

cc: Auditor-Controller
County Counsel

Approval as to Form:
Donna Ziegler, County Counsel

By: _____

MEMORANDUM OF UNDERSTANDING BETWEEN

THE COUNTY OF ALAMEDA
DEPARTMENT OF CHILD SUPPORT SERVICES

AND

THE COUNTY OF SONOMA
DEPARTMENT OF CHILD SUPPORT SERVICES

To answer incoming County of Sonoma Department of Child Support Services phone calls at the County of Alameda Department of Child Support Services Call Center.

THIS AGREEMENT, entered into this 1st day of October, 2011 and expiring September 30, 2016, by and between the COUNTY OF ALAMEDA DEPARTMENT OF CHILD SUPPORT SERVICES, AND hereinafter referred to as "AC/DCSS", and the COUNTY OF SONOMA DEPARTMENT OF CHILD SUPPORT SERVICES hereinafter referred to as "SC/DCSS", for the purpose of answering SC/DCSS phone calls related to child support at the AC/DCSS Call Center.

A. Purpose

This Memorandum of Understanding between AC/DCSS and SC/DCSS is for the following:

B. Background

As of November 2008 all California counties have transitioned to the Child Support Enforcement system (CSE). This provides the unique opportunity for data sharing necessary for counties to share customer specific data. The new California Enterprise Customer Support System (ECSS) provided the ability to manage calls and route them as desired throughout local county child support offices statewide.

With the implementation of a CSE and ECSS, the option of shared services has become feasible, especially in the delivery of support services, such as a Child Support Call Center.

C. Responsibilities of AC/DCSS

AC/DCSS will answer calls from customers for SC/DCSS. Incoming calls being routed through ECSS will be answered by AC/DCSS's Call Center. AC/DCSS will provide general information to customers, employers, title companies regarding general case status information, and payments; and will update participant data in CCSAS such as address, e-mail address, telephone number and will forward questions needing county specific assistance to SC/DCSS.

Questions identified for referral to SC/DCSS will be referred via a task on CSE.

AC/DCSS will maintain the following service levels for SC/DCSS incoming calls:

- A monthly average wait time of 2:00 or less;
- A monthly abandonment rate of 8.5% or less;
- Fewer than 40 "deflected" calls per month;
- A call ratio of 90% Tier I (resolved by the call center agent with no further follow-up by the caller) and 10% Tier II (referred to the SCDCSS for further follow up with the caller).

AC/DCSS will notify SC/DCSS immediately when business continuity protocols are initiated. If the protocols are initiated due to an emergency, the AC/DCSS will contact the SC/DCSS's designated point-of-contact and inform them of which county is responsible for processing SC/DCSS's calls during the emergency or outage.

D. Responsibilities of SC/DCSS

SC/DCSS will communicate to AC/DCSS their policy regarding their established timeframes for following up with the customer on those questions that cannot be answered by the AC/DCSS Call Center and need SC/DCSS follow-up. Also, SC/DCSS will identify their staff and communicate their e-mail addresses to AC/DCSS staff.

SC/DCSS will provide AC/DCSS with 30 days notice, whenever possible, of activities that might result in a higher call volume.

E. AC/DCSS and SC/DCSS Separate Entities

AC/DCSS and SC/DCSS shall remain separate and distinct programs operated within the respective counties.

F. Data Collection

AC/DCSS and SC/DCSS shall each keep data regarding processes that work well, those that need improvement, lessons learned, and suggestions for change for future "service sharing" agreements.

G. General Provisions

It is specifically and expressly understood that this agreement creates no relationship of employer/employee between Alameda County and Sonoma County and the AC/DCSS and SC/DCSS personnel.

The Directors of AC/DCSS and SC/DCSS agree to meet on a quarterly basis to discuss the status, including problems, issues, concerns, standards, and goals.

SC/DCSS authorizes AC/DCSS to access CSE and all data within the system related to Sonoma County cases for the purpose of handling incoming customer calls.

AC/DCSS and SC/DCSS agree to enter "activity logs" into CSE for the purpose of exchanging information regarding the status of cases.

H. Terms of the Agreement

This Memorandum of Understanding continues services commenced October 1, 2010 under the initial term, without interruption. The term of this MOU is five years, expiring September 30, 2016, subject to the automatic renewal provision set forth below.

Both AC/DCSS and SC/DCSS agree that this Memorandum of Understanding shall be automatically renewed for successive periods of one (1) year each (each annual term, a "Renewal") for the five-year term of this MOU. However, any subsequent Renewal is subject to the mutual agreement of the parties and may be cancelled by either party if a Notice of Termination is provided at least sixty (60) days prior to the subsequent Renewal Term.

Notice of Termination of this Memorandum of Understanding, in whole or in part, shall be given in written notice to the other party specifying the effective date of such termination. Termination shall be effective on a date not less than thirty (30) days from notice.

I. Hold Harmless

1. SC/DCSS shall indemnify and hold harmless AC/DCSS from and against all actions which in any way arise out of, result from, or are connected in any way with SC/DCSS's negligent or intentional acts in performing services under this agreement, except any action which arises solely and exclusively out of the negligent or intentional acts of AC/DCSS.
2. AC/DCSS shall indemnify and hold harmless SC/DCSS from and against any and all actions which in any way arise out of, result from, or are connected in any way with the AC/DCSS's negligent or intentional acts in performing services under this agreement, except any action which arises solely and exclusively out of the negligent or intentional acts of SC/DCSS.
3. If an action arises out of the concurrent negligence of SC/DCSS and AC/DCSS, then liability for any damage in that action shall be apportioned between SC/DCSS and AC/DCSS in accordance with the California law of comparative negligence.

J. Insurance

Each party has and shall maintain during the term of this agreement the statutorily required insurance coverage for worker's compensation, and general commercial and automobile liability in an amount not less than \$2,000,000. Each party shall provide the other with certificates of self-insurance, insurance, or a combination thereof, or other documentation, which details the scope, limits, and forms of the party's insurance coverage. Each party agrees to provide the other with written notification of any changes in coverage applicable to this agreement and shall

do so within thirty (30) days of the change or within ten (10) days in the event the change results in the termination of coverage(s) applicable to this agreement. In the event either party is unable to maintain insurance coverage(s) applicable to this agreement, the other party shall have the right to terminate this agreement.

K. Rate and Method of Payment

To answer SC/DCSS's calls, AC/DCSS will require additional funds to be allocated by the California Department of Child Support Services and services will continue as long as adequate funding is provided to AC/DCSS.

L. Non-discrimination

No person shall, on the grounds of race, color, religion, ancestry, gender, age (over 40), national origin, medical condition (cancer), physical or mental disability, sexual orientation, pregnancy, childbirth or related medical condition, marital status, or political affiliation be denied any benefits or subject to discrimination under this Agreement.

M. Changes

This Memorandum of Understanding can be changed by mutual agreement of both parties at any time during the term of the Memorandum of Understanding.

N. Addresses

All correspondence, notices, claims, etc. will be sent to the following persons and addresses:

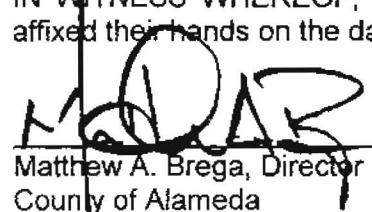
County of Alameda
Department of Child Support Services
Director:

Matthew A. Brega
5669 Gibraltar Drive
Pleasanton, CA 94588
(925) 468-9025

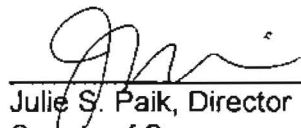
County of Sonoma
Department of Child Support Services
Director:

Julie S. Paik
3725 Westwind Blvd., Ste. 200
Santa Rosa, CA 95403
(707) 565-4141

IN WITNESS WHEREOF, the parties hereto, by their duly authorized representatives, have affixed their hands on the day and year first above written.


Matthew A. Brega, Director
County of Alameda
Child Support Services

12/16/11


Julie S. Paik, Director
County of Sonoma
Child Support Services

12/15/11