

CALIFORNIA DEPARTMENT OF CHILD SUPPORT SERVICES

P.O. Box 419064, Sacramento, CA 95741-9064



November 1, 2000

LCSA LETTER: 00-04

TO: ALL IV-D DIRECTORS

SUBJECT: ANNUAL AUTOMATION COOPERATION AGREEMENT

The Department of Child Support Services (DCSS) has updated the Annual Automation Cooperation Agreement (AACA) based on comments received from the second draft dated October 13, 2000. The process for this year includes four versions that are unique to an individual county's consortia role. One version is for the KIDZ Joint Power Authority (JPA) and another version is for those counties that are members of the KIDZ JPA. The third version goes to the other five Consortia Lead counties with the remaining counties receiving the fourth version. (Note - for counties not yet operating on one of the six interim systems, an additional paragraph is included that addresses conversion activities.)

Attached to this letter is the customized AACA corresponding to your county's consortia role. The AACA must be signed by your District Attorney or county Director of Child Support Services (with the exception of the KIDZ JPA agreement, which must be signed by the head of the JPA), and must be returned to DCSS by December 1, 2000. Please enter the appropriate signature block for the person signing the AACA signature page. For those counties transitioning after December 1, 2000, the amendment attached to the AACA will need to be signed and dated by the county Director of Child Support Services and sent to DCSS on the effective date of the county transition.

We anticipate that hereafter, subsequent AACAs will be due every July 1 to align with the State (and many county) fiscal year budget cycles. To prepare for this new cycle, we will start the AACA renewal process shortly after January 1, 2001.

The AACA will continue to evolve over time and will be a reflection of our collaborative efforts. If you have any questions, please contact Rick Torres, at Rick.Torres@dcss.ca.gov, or at (916) 464-5497.

Sincerely,

CURTIS L. CHILD
Director

Enclosure

ANNUAL AUTOMATION COOPERATION AGREEMENT
DECEMBER 1, 2000
BETWEEN THE DEPARTMENT OF CHILD SUPPORT SERVICES
AND THE <enter the name of the county> FAMILY SUPPORT DIVISION

I. PURPOSE

In 1999, the Governor signed legislation that dramatically changed the administration and delivery of child support. Assembly Bill (AB) 196 (Kuehl, Chapter 478, Statutes of 1999) and Senate Bill (SB) 542 (Burton, Chapter 480, Statutes of 1999) established a new state department, the Department of Child Support Services (DCSS) effective January 1, 2000. The legislation also removed local administration of child support from the county district attorneys, requiring that all county transitions from the district attorneys to a new local agency occur by January 1, 2003.

In addition, AB 150 (Aroner, Chapter 479, Statutes of 1999) significantly altered how California approaches the automation of child support. AB 150 mandated the creation of a single, statewide system and transferred the responsibility for developing that system to California's Franchise Tax Board (FTB), acting as an agent of DCSS. AB 150 also required that each county enter into an Annual Automation Cooperation Agreement (AACA) with the DCSS.

This AACA is entered into between the <enter county name> Family Support Division (hereafter referred to as the County) and the DCSS (hereafter referred to as DCSS or the State). This AACA defines State, County, and Consortium responsibilities in regard to statewide and interim child support automation activities.

In order for the State to provide automation funding to the counties, the counties must:

- A. Develop and submit required child support program automation work/project plans.
- B. Meet milestones in those work/project plans.
- C. Comply timely with state automation requirements.
- D. As required, participate in activities to develop the State level systems [such systems include, but are not limited to, the California Child Support Automation System (CCSAS), Integrated Database (IDB), and the California Arrearage Management Project (CAMP)].
- E. Implement automation enhancements approved by the State.

This AACA requires the District Attorney's and the Director of DCSS' signatures. If a county transitions from the District Attorney to the new County Department of Child Support Services between December 1, 2000 and November 30, 2001, an amendment included as Exhibit 1 will be completed.

It is understood and acknowledged by the signatories and their agents that the County District Attorney is responsible for the County duties listed herein until the duties are converted to the new local agency, and that thereafter, by operation of law, those duties transfer and become the responsibility of the County Department of Child Support Services. Therefore, all references to the County are references to the District Attorney until the child support program is converted to the County Department of Child Support Services.

This AACA does not supersede the Plan of Cooperation between the State and the County for operation of the child support services program, but works in tandem with it. This AACA must be executed and returned on or before December 1, 2000 and must be renewed by each December 1 thereafter.

II. STATE RESPONSIBILITIES

- A. In addition to the terms expressed herein, the State shall comply with all state and federal law which includes, but is not limited to, the following:
 1. Maintain an organizational structure and sufficient staff to efficiently and effectively administer and supervise all of the automation functions for which it is responsible under the Title IV-D State Plan and other federal automation requirements. *{FC 17206}*
 2. FTB, as the agent to the DCSS, will begin to develop the CCSAS. The statewide child support system shall be operative in all California counties and shall include the State Case Registry, the State Disbursement Unit and all other necessary databases and interfaces. In developing the CCSAS, the State will comply with Title IV-D of the Social Security Act, the federal regulations that implement Title IV-D, and any other applicable federal regulations and requirements that concern a statewide child support automation system. *{WIC 10082 (a)}*
 3. Develop statewide standardized forms, and reports for the automated system. *{FC 17306}*
 4. Provide, at least twice annually, written or oral reports on the development and implementation of the CCSAS to interested persons and organizations, which shall include the California State Association of Counties, the California Family Support Council, members of the Legislature, and child support advocacy groups. *{WIC 10090}*

5. Develop standards and processes related to child support automation that are mandatory throughout the State to ensure uniform operation of the program by the County. *{FC 17306}*
- B. The State shall develop an interim database of unique statewide case information for submission to the Federal Case Registry (FCR), and submit responses from the FCR to the County. This is an interim activity to enhance the ability to locate parents and their assets until the CCSAS is completed.
 - C. The State shall plan for future program and automation requirements changes to the statewide child support automation system, including:
 1. Develop directives and regulations as necessary to administer Title IV-D automation.
 2. Inform appropriate county agencies of federal and state laws, policies, standards, procedures, and instructions relative to the administration of Title IV-D automation.
 - D. The State shall develop standards and processes relating to the operation of automated systems during the interim period, including:
 1. Develop standards, templates, and time frames for the child support program automation work/project plans to be completed by the County.
 2. Develop criteria for approving the County child support program automation work/project plans.
 3. Monitor and approve the County child support program automation work/project plan.
 4. Monitor county operations to ensure counties are in compliance with the interim child support automation requirements, pending conversion to the statewide child support automation system.

III. COUNTY RESPONSIBILITIES

- A. In addition to the terms expressed herein, the County shall comply with all state and federal law which includes, but is not limited to the following:
 1. Maintain an organizational structure with sufficient staff to efficiently and effectively accomplish all of the Title IV-D automation functions required of the County by law and under this AACA. *{FC 17305 (d)(2)}*
 2. If the AACA must be amended due to a change in state or federal law, regulations, or policy, the County must enter into an amended AACA as required by the State. *{WIC 10084 (b) and (d)}*

3. When requested, prepare and submit child support automation work/project plans. Once a plan is adopted, comply with the plan and adhere to approved milestones. The work/project plan shall include, but not be limited to, all tasks, timelines, resources, and critical milestones necessary to complete the County's project responsibilities and any other provision specified by the State. Inform the State, in advance, if milestones cannot be met. *{WIC 10084 (c)} and {WIC 10081 (g)}*
 4. Submit child support automation enhancement requests to the State for approval. No county may enhance or expand an interim child support automation system unless specifically authorized by the State in writing. The State will determine if the enhancement or expansion costs are necessary to maintain existing levels of service, accommodate changes in state or federal law, or will result in increased short-term program performance and is otherwise cost-effective. *{WIC 10085 (d)}*
 5. Submit to DCSS, prior to execution, all proposed Electronic Data Processing (EDP) contracts for child support exceeding \$100,000. If approved by DCSS, DCSS will forward proposed contracts to the Administration for Children and Families (ACF) for approval (45 CFR 95.611 (b)(2)(iii)). In addition, contract amendments that exceed the \$100,000 threshold and/or extend the period of performance for more than 60 days, must also be submitted to the DCSS for prior state and federal approval (45 CFR 95.611 (b)(2)(iv)).
 6. Continue to comply with state and federal law and all requirements of the State plan and plans of cooperation, including the AACA, even in cases where the County receives a reduction in federal funding as a result of the imposition of a federal penalty. *{WIC 10088 (b)}*
- B. The County shall meet all mandated requirements for the automation of the child support program. This includes, but is not limited, to the following:
1. Maintain automated systems to ensure the delivery of child support services as directed by the State.
 2. Provide any necessary county level automation support to ensure appropriate project management oversight and the continued maintenance and operation of county child support automation system(s).
 3. Ensure the County operation of the child support automation delivery is compliant with distribution requirements in the Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA). The current standards to be used are given in the regulations contained in the Manual of Policy and Procedures (MPP), Section 12-400, and the collection and distribution policies and instructions issued in Family Support Division (FSD) letters. Effective July 31, 2000, Child Support Services (CSS) letters replaced FSD letters.

4. Abide by federal and state regulations and policies, the *<enter Consortia name>* Consortium MOUs and this AACA.
 5. Develop and maintain an Operational Recovery Plan that identifies critical operations, recovery needs and strategies, and test plans necessary to ensure continued operation.
 6. Build and test local interfaces to any required state level or local county system timely and accurately.
 7. Make records available for state and federal automation reviews, assessments, and audits.
 8. Develop a plan to implement the Interim Federal Case Registry (IFCR) and be prepared to execute the provisions in the IFCR Plan.
 9. Reconcile on an on-going basis, as required, duplicate cases before converting to a statewide system.
- C. The County shall participate, as required by DCSS or its agents, in the development of the State level systems. Participation shall include, but is not limited to, the following:
1. Document and communicate, when requested, county business and technology needs.
 2. Provide, as needed, any issues, rules, automation best practices or suggestions for change to the systems being developed.
 3. Participate, as needed, in design, development and maintenance requirements definition.

IV. FISCAL ACCOUNTABILITY

- A. The County shall provide accurate and timely requests for automation funding and cooperate in any requested automation cost/benefit analysis or other data gathering for the purpose of determining budgets, funding levels, and automation alternatives.
- B. The County shall track and monitor county automation expenditures.
- C. The County shall provide appropriate claiming documentation to the State.

V. FUNDING

It is mutually understood that the funding for the provisions specified in the AACA are subject to the availability of funds to the Department made by the United States Government and the appropriation of funds in the State Budget Act for the given fiscal year. The provisions of Section 6 of Article XIIB of the California Constitution and Sections 17500, et seq., of the California Government Code apply to the funding provisions required under this AACA.

It is mutually understood that federal financial participation funding shall be made if such funds are made available to the State by the United States Government, and the provisions of this AACA are subject to any additional restrictions, limitations, or conditions enacted by the Congress or other federal agency. If the Congress does not appropriate sufficient funds for the programs covered by this AACA, this AACA may be amended to reflect such funding reduction.

It is further mutually understood that if the State Budget Act of the current or any subsequent fiscal year is covered under this AACA does not appropriate sufficient funds, the Department shall have no obligation to pay such funds. If funding is reduced and/or deleted by the Budget Act, the AACA may be amended to reflect such funding reduction.

VI. PENALTIES

California Welfare and Institutions Code Section 10088 specifies that the federal government’s imposition of a penalty on California’s child support program for failure to meet the federal automation requirements shall be considered a reduction of federal financial participation in county and state administrative costs of the child support program, and shall be allocated to each county in proportion to its administrative costs. The State may hold these penalties in abeyance and supplant any dollar reduction to county administrative funding, up to 100 percent of the reduction, subject to the availability of funds in the annual Budget Act. The State and the Department of Finance shall establish criteria under which the penalties may be held in abeyance. Criteria for which these penalties may be held in abeyance include, but is not limited to, the following:

- A. The County is meeting all due dates in its child support program automation work/project plan.
- B. The County has resolved any federal distribution requirement problems.
- C. The County is otherwise cooperating in its current automation requirements and establishing the CCSAS.

VII. PENALTY PROCESS

- A. If the County fails to meet a provision outlined in this AACA, the State will send out a notification letter. The letter will identify the County’s failure to comply and the State will begin to withhold the penalty from any funds due to the County during the monthly payment process until the County is in compliance, has an approved corrective action plan, or has appealed successfully.
- B. The County will be permitted to appeal to the Director of the DCSS or his/her designee and submit a justification for not meeting a requirement in the AACA. The justification must be submitted within 10 working days from the postmarked notification letter.
- C. The Director of the DCSS or his/her designee will review the County’s justification and render a decision. There is no formal hearing.
- D. The State will notify the County in writing of the results of the appeal by the Director of DCSS or his/her designee within 30 calendar days of receipt of the appeal.
- E. If the appeal is successful, any funding withheld due to the alleged failure will be reimbursed. If the appeal is not successful, funding will not be approved until the County meets established requirements or has an approved corrective action plan.

VIII. CONSORTIUM AUTOMATION RESPONSIBILITIES

The Consortium lead County shall:

- A. Maintain the BEST Consortium interim system.
- B. Represent the BEST consortium on various child support automation matters or appoint a designee, as requested by the State.
- C. Incorporate DCSS approved system enhancements as required to meet state and federal requirements.
- D. Provide interim system consortium funding requests, cost estimates and analysis, and actual expenditures for the consortium costs identified by individual member county.
- E. Receive, disburse and manage funds on the behalf of the consortium.
- F. Report to DCSS Oversight Management in matters relating to automation, as required by the State.
- G. Report to member counties in accordance with requirements of the MOU.
- H. Fulfill requirements of the MOU and state interim system governance requirements.

IX. TERM

This AACA shall be effective December 1, 2000, and shall expire on November 30, 2001.
This AACA may be amended as necessary to comply with changes.

X. AMENDMENTS

This AACA may be amended by the parties in writing. No oral understanding or agreement not incorporated herein shall be binding on any of the parties, unless specified by applicable California law.

This AACA is made effective by the signatures of the parties appearing on the next page.

SIGNATURE PAGE

<name of District Attorney>, District Attorney
County of <name of county>

Date

Curtis L. Child, Director
California Department of Child Support Services

Date

**AMENDMENT __ TO THE
ANNUAL AUTOMATION COOPERATION AGREEMENT
DATED DECEMBER 1, 2000
BETWEEN
CALIFORNIA DEPARTMENT OF CHILD SUPPORT SERVICES
AND
<Enter County Name> COUNTY DEPARTMENT OF CHILD SUPPORT
SERVICES**

This Amendment __ to the Annual Automation Cooperation Agreement (AACA) dated December 1, 2000, is made by and between the California Department of Child Support Services (DCSS or the State) and the <Enter County Name> County Department of Child Support Services, is effective <enter transition date> to November 30, 2001.

I. RECITALS

- A. California Family Code §17304 mandates that each county establish an independent local child support agency. The Director of the DCSS is required to convert each county from the county district attorney's office to the County Department of Child Support Services beginning January 1, 2001. All transitions are to be completed by January 1, 2003. {Calif. Family Code §17305(a)} Prior to the transition, each county must have submitted a plan of transition that must be approved by the DCSS. {Calif. Family Code §17305(b)} Pursuant thereto, the County of <Enter County Name> (the County) submitted its plan of transition on <enter transition date>, and the plan of transition was approved by the DCSS on <enter approval date>. The approved transition from the district attorney's office to the County Department of Child Support Services is scheduled to occur on <enter date>.
- B. California Welfare and Institutions Code §10084(b) requires that the DCSS enter into an AACA with each County Department of Child Support Services no later than December 1 of each year. The DCSS entered into the AACA dated December 1, 2000 with the Alameda County District Attorney (the District Attorney) in its capacity as the local child support agency.
- C. It is now necessary that the DCSS enter into this Amendment __ to the AACA dated December 1, 2000 with the County Department of Child Support Services in order to provide for the continuity of the AACA dated December 1, 2000, and to provide the DCSS with the authority to continue to pass through automation funding to the County.

II. AGREEMENT

- A. The transition from the District Attorney to the Agency shall be effective <enter date>.
- B. The director of the County Department of Child Support Services has reviewed and is familiar with the AACA dated December 1, 2000, between the DCSS and the District Attorney.

- C. On behalf of the County Department of Child Support Services, the Director hereby assumes the obligations and benefits and agrees to comply with all terms and conditions of the AACA dated December 1, 2000, and agrees to be bound thereby.
- D. Pursuant to this Amendment __ to the AACA dated December 1, 2000, the District Attorney is released by the DCSS from obligation under the AACA dated December 1, 2000, and the Agency is substituted as the obligatory party under the AACA dated December 1, 2000.
- E. The term of the AACA dated December 1, 2000 and assumed herein shall not be extended by this Amendment __.

IV-D Director Signature
<County> Department of Child Support Services

Date

Printed Name

Curtis L. Child, Director
California Department of Child Support Services

Date

**ANNUAL AUTOMATION COOPERATION AGREEMENT
DECEMBER 1, 2000
BETWEEN THE DEPARTMENT OF CHILD SUPPORT SERVICES
AND THE <Enter county name> COUNTY FAMILY SUPPORT DIVISION**

I. PURPOSE

In 1999, the Governor signed legislation that dramatically changed the administration and delivery of child support. Assembly Bill (AB) 196 (Kuehl, Chapter 478, Statutes of 1999) and Senate Bill (SB) 542 (Burton, Chapter 480, Statutes of 1999) established a new state department, the Department of Child Support Services (DCSS) effective January 1, 2000. The legislation also removed local administration of child support from the county district attorneys, requiring that all county transitions from the district attorneys to a new local agency occur by January 1, 2003.

In addition, AB 150 (Aroner, Chapter 479, Statutes of 1999) significantly altered how California approaches the automation of child support. AB 150 mandated the creation of a single, statewide system and transferred the responsibility for developing that system to California's Franchise Tax Board (FTB), acting as an agent of DCSS. AB 150 also required that each county enter into an Annual Automation Cooperation Agreement (AACA) with the DCSS.

This AACA is entered into between the <Enter County Name>County Family Support Division (hereafter referred to as the County) and the DCSS (hereafter referred to as DCSS or the State). This AACA defines State, County, and Consortium responsibilities in regard to statewide and interim child support automation activities.

In order for the State to provide automation funding to the counties, the counties must:

- A. Develop and submit required child support program automation work/project plans.
- B. Meet milestones in those work/project plans.
- C. Comply timely with state automation requirements.
- D. As required, participate in activities to develop the State level systems [such systems include, but are not limited to, the California Child Support Automation System (CCSAS), Integrated Database (IDB), and the California Arrearage Management Project (CAMP)].
- E. Enter into a Memorandum of Understanding (MOU) with the <Enter County Consortium> consortium within four months prior to conversion to an interim system, and agree to abide by all the provisions.
- F. Implement automation enhancements approved by the State.

This AACA requires the District Attorney's and the Director of DCSS' signatures. If a county transitions from the District Attorney to the new County Department of Child Support Services between December 1, 2000 and November 30, 2001, an amendment included as Exhibit 1 will be completed.

It is understood and acknowledged by the signatories and their agents that the County District Attorney is responsible for the County duties listed herein until the duties are converted to the new local agency, and that thereafter, by operation of law, those duties transfer and become the responsibility of the County Department of Child Support Services. Therefore, all references to the County are references to the District Attorney until the child support program is converted to the County Department of Child Support Services.

This AACA does not supersede the Plan of Cooperation between the State and the County for operation of the child support services program, but works in tandem with it. This AACA must be executed and returned on or before December 1, 2000 and must be renewed by each December 1 thereafter.

II. STATE RESPONSIBILITIES

- A. In addition to the terms expressed herein, the State shall comply with all state and federal law which includes, but is not limited to, the following:
1. Maintain an organizational structure and sufficient staff to efficiently and effectively administer and supervise all of the automation functions for which it is responsible under the Title IV-D State Plan and other federal automation requirements. *{FC 17206}*
 2. FTB, as the agent to the DCSS, will begin to develop the CCSAS. The statewide child support system shall be operative in all California counties and shall include the State Case Registry, the State Disbursement Unit and all other necessary databases and interfaces. In developing the CCSAS, the State will comply with Title IV-D of the Social Security Act, the federal regulations that implement Title IV-D, and any other applicable federal regulations and requirements that concern a statewide child support automation system. *{WIC 10082 (a)}*
 3. Develop statewide standardized forms, and reports for the automated system. *{FC 17306}*
 4. Provide, at least twice annually, written or oral reports on the development and implementation of the CCSAS to interested persons and organizations, which shall include the California State Association of Counties, the California Family Support Council, members of the Legislature, and child support advocacy groups. *{WIC 10090}*
 5. Develop standards and processes related to child support automation that are mandatory throughout the State to ensure uniform operation of the program by the County. *{FC 17306}*

- B. The State shall develop an interim database of unique statewide case information for submission to the Federal Case Registry (FCR), and submit responses from the FCR to the County. This is an interim activity to enhance the ability to locate parents and their assets until the CCSAS is completed.
- C. The State shall plan for future program and automation requirements changes to the statewide child support automation system, including:
 - 1. Develop directives and regulations as necessary to administer Title IV-D automation.
 - 2. Inform appropriate county agencies of federal and state laws, policies, standards, procedures, and instructions relative to the administration of Title IV-D automation.
- D. The State shall develop standards and processes relating to the operation of automated systems during the interim period, including:
 - 1. Develop standards, templates, and time frames for the child support program automation work/project plans to be completed by the County.
 - 2. Develop criteria for approving the County child support program automation work/project plans.
 - 3. Monitor and approve the County child support program automation work/project plan.
 - 4. Monitor county operations to ensure counties are in compliance with the interim child support automation requirements, pending conversion to the statewide child support automation system.

III. COUNTY RESPONSIBILITIES

- A. In addition to the terms expressed herein, the County shall comply with all state and federal law which includes, but is not limited to the following:
 - 1. Maintain an organizational structure with sufficient staff to efficiently and effectively accomplish all of the Title IV-D automation functions required of the County by law and under this AACA. *{FC 17305 (d)(2)}*
 - 2. If the AACA must be amended due to a change in state or federal law, regulations, or policy, the County must enter into an amended AACA as required by the State. *{WIC 10084 (b) and (d)}*
 - 3. When requested, prepare and submit child support automation work/project plans. Once a plan is adopted, comply with the plan and adhere to approved milestones. The work/project plan shall include, but not be limited to, all tasks, timelines, resources, and critical milestones necessary to complete the County's project responsibilities and any other provision specified by the State. Inform the State, in advance, if milestones cannot be met. *{WIC 10084 (c)} and {WIC 10081 (g)}*

4. Submit child support automation enhancement requests to the State for approval. No county may enhance or expand an interim child support automation system unless specifically authorized by the State in writing. The State will determine if the enhancement or expansion costs are necessary to maintain existing levels of service, accommodate changes in state or federal law, or will result in increased short-term program performance and is otherwise cost-effective. *{WIC 10085 (d)}*
 5. Submit to DCSS, prior to execution, all proposed Electronic Data Processing (EDP) contracts for child support exceeding \$100,000. If approved by DCSS, DCSS will forward proposed contracts to the Administration for Children and Families (ACF) for approval (45 CFR 95.611 (b)(2)(iii)). In addition, contract amendments that exceed the \$100,000 threshold and/or extend the period of performance for more than 60 days, must also be submitted to the DCSS for prior state and federal approval (45 CFR 95.611 (b)(2)(iv)).
 6. Continue to comply with state and federal law and all requirements of the State plan and plans of cooperation, including the AACA, even in cases where the County receives a reduction in federal funding as a result of the imposition of a federal penalty. *{WIC 10088 (b)}*
- B. The County shall meet all mandated requirements for the automation of the child support program. This includes, but is not limited, to the following:
1. Maintain automated systems to ensure the delivery of child support services as directed by the State and the *<Enter County Consortium>* consortium.
 2. Enter into a MOU with the *<Enter County Consortium>* consortium during the interim period until conversion to the CCSAS.
 3. Provide any necessary county level automation support to ensure appropriate project management oversight and the continued maintenance and operation of county child support automation system(s).
 4. Ensure the County operation of the child support automation delivery is compliant with distribution requirements in the Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA). The current standards to be used are given in the regulations contained in the Manual of Policy and Procedures (MPP), Section 12-400, and the collection and distribution policies and instructions issued in Family Support Division (FSD) letters. Effective July 31, 2000, Child Support Services (CSS) letters replaced FSD letters.
 5. Abide by federal and state regulations and policies, the *<Enter County Consortium>* consortium MOU and this AACA.
 6. Develop and maintain an Operational Recovery Plan that identifies critical operations, recovery needs and strategies, and test plans necessary to ensure continued operation.

7. Build and test local interfaces to any required state level or local county system timely and accurately.
 8. Make records available for state and federal automation reviews, assessments, and audits.
 9. Develop a plan to implement the Interim Federal Case Registry (IFCR) and be prepared to execute the provisions in the IFCR Plan.
 10. Reconcile on an on-going basis, as required, duplicate cases before converting to a statewide system.
- C. The County shall participate, as required by DCSS or its agents, in the development of the State level systems. Participation shall include, but is not limited to, the following:
1. Document and communicate, when requested, county business and technology needs.
 2. Provide, as needed, any issues, rules, automation best practices or suggestions for change to the systems being developed.
 3. Participate, as needed, in design, development and maintenance requirements definition.
- D. The County shall participate with the State and the consortium lead in all activities necessary to convert from their current child support automation system to their designated interim consortium system. Participation shall include, but is not limited to, the following:
1. Develop and maintain an overall conversion project plan.
 2. Obtain the appropriate hardware, software, and network infrastructure.
 3. Provide appropriate facilities for user training, with sufficient lead time to ensure proper training.
 4. Develop conversion test plans.
 5. Adhere to project milestone dates as agreed to by the County, State, and consortium lead.

IV. FISCAL ACCOUNTABILITY

- A. The County shall provide accurate and timely requests for automation funding and cooperate in any requested automation cost/benefit analysis or other data gathering for the purpose of determining budgets, funding levels, and automation alternatives.
- B. The County shall track and monitor county automation expenditures.

C. The County shall provide appropriate claiming documentation to the State.

V. FUNDING

It is mutually understood that the funding for the provisions specified in the AACA are subject to the availability of funds to the Department made by the United States Government and the appropriation of funds in the State Budget Act for the given fiscal year. The provisions of Section 6 of Article XIII B of the California Constitution and Sections 17500, et seq., of the California Government Code apply to the funding provisions required under this AACA.

It is mutually understood that federal financial participation funding shall be made if such funds are made available to the State by the United States Government, and the provisions of this AACA are subject to any additional restrictions, limitations, or conditions enacted by the Congress or other federal agency. If the Congress does not appropriate sufficient funds for the programs covered by this AACA, this AACA may be amended to reflect such funding reduction.

It is further mutually understood that if the State Budget Act of the current or any subsequent fiscal year is covered under this AACA does not appropriate sufficient funds, the Department shall have no obligation to pay such funds. If funding is reduced and/or deleted by the Budget Act, the AACA may be amended to reflect such funding reduction.

VI. PENALTIES

California Welfare and Institutions Code Section 10088 specifies that the federal government's imposition of a penalty on California's child support program for failure to meet the federal automation requirements shall be considered a reduction of federal financial participation in county and state administrative costs of the child support program, and shall be allocated to each county in proportion to its administrative costs. The State may hold these penalties in abeyance and supplant any dollar reduction to county administrative funding, up to 100 percent of the reduction, subject to the availability of funds in the annual Budget Act. The State and the Department of Finance shall establish criteria under which the penalties may be held in abeyance. Criteria for which these penalties may be held in abeyance include, but is not limited to, the following:

- A. The County is meeting all due dates in its child support program automation work/project plan.
- B. The County has resolved any federal distribution requirement problems.
- C. The County is otherwise cooperating in its current automation requirements and establishing the CCSAS.

VII. PENALTY PROCESS

- A. If the County fails to meet a provision outlined in this AACA, the State will send out a notification letter. The letter will identify the County's failure to comply and the State will begin to withhold the penalty from any funds due to the County during the monthly

payment process until the County is in compliance, has an approved corrective action plan, or has appealed successfully.

- B. The County will be permitted to appeal to the Director of the DCSS or his/her designee and submit a justification for not meeting a requirement in the AACA. The justification must be submitted within 10 working days from the postmarked notification letter.
- C. The Director of the DCSS or his/her designee will review the County's justification and render a decision. There is no formal hearing.
- D. The State will notify the County in writing of the results of the appeal by the Director of DCSS or his/her designee within 30 calendar days of receipt of the appeal.
- E. If the appeal is successful, any funding withheld due to the alleged failure will be reimbursed. If the appeal is not successful, funding will not be approved until the County meets established requirements or has an approved corrective action plan.

VIII. TERM

This AACA shall be effective December 1, 2000, and shall expire on November 30, 2001. This AACA may be amended as necessary to comply with changes.

IX. AMENDMENTS

This AACA may be amended by the parties in writing. No oral understanding or agreement not incorporated herein shall be binding on any of the parties, unless specified by applicable California law.

This AACA is made effective by the signatures of the parties appearing on the next page.

SIGNATURE PAGE

<Enter County DA>, District Attorney
County of <Enter name of County>

Date

Curtis L. Child, Director
California Department of Child Support Services

Date

**AMENDMENT __ TO THE
ANNUAL AUTOMATION COOPERATION AGREEMENT
DATED DECEMBER 1, 2000
BETWEEN
CALIFORNIA DEPARTMENT OF CHILD SUPPORT SERVICES
AND
<Enter name of County> COUNTY DEPARTMENT OF CHILD SUPPORT
SERVICES**

This Amendment __ to the Annual Automation Cooperation Agreement (AACA) dated December 1, 2000, is made by and between the California Department of Child Support Services (DCSS or the State) and the <Enter County Name> County Department of Child Support Services, is effective _____ to November 30, 2001.

I. RECITALS

- A. California Family Code §17304 mandates that each county establish an independent local child support agency. The Director of the DCSS is required to transition each county from the county district attorney's office to the County Department of Child Support Services beginning January 1, 2001. All transitions are to be completed by January 1, 2003. {Calif. Family Code §17305(a)} Prior to the transition, each county must have submitted a plan of transition that must be approved by the DCSS. {Calif. Family Code §17305(b)} Pursuant thereto, the County of <Enter County Name> (the County) submitted its plan of transition on _____, and the plan of transition was approved by the DCSS on _____. The approved transition from the district attorney's office to the County Department of Child Support Services is scheduled to occur on _____.
- B. California Welfare and Institutions Code §10084(b) requires that the DCSS enter into an AACA with each County Department of Child Support Services no later than December 1 of each year. The DCSS entered into the AACA dated December 1, 2000 with the <Enter County Name> County District Attorney (the District Attorney) in its capacity as the local child support agency.
- C. It is now necessary that the DCSS enter into this Amendment __ to the AACA dated December 1, 2000 with the County Department of Child Support Services in order to provide for the continuity of the AACA dated December 1, 2000, and to provide the DCSS with the authority to continue to pass through automation funding to the County.

II. AGREEMENT

- A. The transition from the District Attorney to the Agency shall be effective _____.
- B. The director of the County Department of Child Support Services has reviewed and is familiar with the AACA dated December 1, 2000, between the DCSS and the District Attorney.

- C. On behalf of the County Department of Child Support Services, the Director hereby assumes the obligations and benefits and agrees to comply with all terms and conditions of the AACA dated December 1, 2000, and agrees to be bound thereby.
- D. Pursuant to this Amendment __ to the AACA dated December 1, 2000, the District Attorney is released by the DCSS from obligation under the AACA dated December 1, 2000, and the Agency is substituted as the obligatory party under the AACA dated December 1, 2000.
- E. The term of the AACA dated December 1, 2000 and assumed herein shall not be extended by this Amendment __.

IV-D Director Signature
<County> County Department of Child Support Services

Date

Printed Name

Curtis L. Child, Director
California Department of Child Support Services

Date

**ANNUAL AUTOMATION COOPERATION AGREEMENT
DECEMBER 1, 2000
BETWEEN THE DEPARTMENT OF CHILD SUPPORT SERVICES
AND THE YOLO FAMILY SUPPORT DIVISION**

I. PURPOSE

In 1999, the Governor signed legislation that dramatically changed the administration and delivery of child support. Assembly Bill (AB) 196 (Kuehl, Chapter 478, Statutes of 1999) and Senate Bill (SB) 542 (Burton, Chapter 480, Statutes of 1999) established a new state department, the Department of Child Support Services (DCSS) effective January 1, 2000. The legislation also removed local administration of child support from the county district attorneys, requiring that all county transitions from the district attorneys to a new local agency occur by January 1, 2003.

In addition, AB 150 (Aroner, Chapter 479, Statutes of 1999) significantly altered how California approaches the automation of child support. AB 150 mandated the creation of a single, statewide system and transferred the responsibility for developing that system to California's Franchise Tax Board (FTB), acting as an agent of DCSS. AB 150 also required that each county enter into an Annual Automation Cooperation Agreement (AACA) with the DCSS.

This AACA is entered into between the Yolo Family Support Division (hereafter referred to as the County) and the DCSS (hereafter referred to as DCSS or the State). This AACA defines State, County, and Consortia Joint Powers Authority (JPA) responsibilities in regard to statewide and interim child support automation activities.

In order for the State to provide automation funding to the counties, the counties must:

- A. Develop and submit required child support program automation work/project plans.
- B. Meet milestones in those work/project plans.
- C. Comply timely with state automation requirements.
- D. As required, participate in activities to develop the State level systems [such systems include, but are not limited to, the California Child Support Automation System (CCSAS), Integrated Database (IDB), and the California Arrearage Management Project (CAMP)].
- E. Enter into a JPA agreement with the KIDZ Consortium within four months prior to conversion to an interim system, and agree to abide by all the provisions.
- F. Implement automation enhancements approved by the State.

This AACA requires the District Attorney's and the Director of DCSS' signatures. If a county transitions from the District Attorney to the new County Department of Child Support Services between December 1, 2000 and November 30, 2001, an amendment included as Exhibit 1 will be completed.

It is understood and acknowledged by the signatories and their agents that the County District Attorney is responsible for the County duties listed herein until the duties are transitioned to the new local agency, and that thereafter, by operation of law, those duties transfer and become the responsibility of the County Department of Child Support Services. Therefore, all references to the County are references to the District Attorney until the child support program is transitioned to the County Department of Child Support Services.

This AACA does not supersede the Plan of Cooperation between the State and the County for operation of the child support services program, but works in tandem with it. This AACA must be executed and returned on or before December 1, 2000 and must be renewed by each December 1 thereafter.

II. STATE RESPONSIBILITIES

- A. In addition to the terms expressed herein, the State shall comply with all state and federal law which includes, but is not limited to, the following:
1. Maintain an organizational structure and sufficient staff to efficiently and effectively administer and supervise all of the automation functions for which it is responsible under the Title IV-D State Plan and other federal automation requirements. *{FC 17206}*
 2. FTB, as the agent to the DCSS, will begin to develop the CCSAS. The statewide child support system shall be operative in all California counties and shall include the State Case Registry, the State Disbursement Unit and all other necessary databases and interfaces. In developing the CCSAS, the State will comply with Title IV-D of the Social Security Act, the federal regulations that implement Title IV-D, and any other applicable federal regulations and requirements that concern a statewide child support automation system. *{WIC 10082 (a)}*
 3. Develop statewide standardized forms, and reports for the automated system. *{FC 17306}*
 4. Provide, at least twice annually, written or oral reports on the development and implementation of the CCSAS to interested persons and organizations, which shall include the California State Association of Counties, the California Family Support Council, members of the Legislature, and child support advocacy groups. *{WIC 10090}*

5. Develop standards and processes related to child support automation that are mandatory throughout the State to ensure uniform operation of the program by the County. *{FC 17306}*
- B. The State shall develop an interim database of unique statewide case information for submission to the Federal Case Registry (FCR), and submit responses from the FCR to the County. This is an interim activity to enhance the ability to locate parents and their assets until the CCSAS is completed.
 - C. The State shall plan for future program and automation requirements changes to the statewide child support automation system, including:
 1. Develop directives and regulations as necessary to administer Title IV-D automation.
 2. Inform appropriate county agencies of federal and state laws, policies, standards, procedures, and instructions relative to the administration of Title IV-D automation.
 - D. The State shall develop standards and processes relating to the operation of automated systems during the interim period, including:
 1. Develop standards, templates, and time frames for the child support program automation work/project plans to be completed by the County.
 2. Develop criteria for approving the County child support program automation work/project plans.
 3. Monitor and approve the County child support program automation work/project plan.
 4. Monitor county operations to ensure counties are in compliance with the interim child support automation requirements, pending conversion to the statewide child support automation system.

III. COUNTY RESPONSIBILITIES

- A. In addition to the terms expressed herein, the County shall comply with all state and federal law which includes, but is not limited to the following:
 1. Maintain an organizational structure with sufficient staff to efficiently and effectively accomplish all of the Title IV-D automation functions required of the County by law and under this AACA. *{FC 17305 (d)(2)}*
 2. If the AACA must be amended due to a change in state or federal law, regulations, or policy, the County must enter into an amended AACA as required by the State. *{WIC 10084 (b) and (d)}*

3. When requested, prepare and submit child support automation work/project plans. Once a plan is adopted, comply with the plan and adhere to approved milestones. The work/project plan shall include, but not be limited to, all tasks, timelines, resources, and critical milestones necessary to complete the County's project responsibilities and any other provision specified by the State. Inform the State, in advance, if milestones cannot be met. *{WIC 10084 (c)} and {WIC 10081 (g)}*
 4. Submit child support automation enhancement requests to the State for approval. No county may enhance or expand an interim child support automation system unless specifically authorized by the State in writing. The State will determine if the enhancement or expansion costs are necessary to maintain existing levels of service, accommodate changes in state or federal law, or will result in increased short-term program performance and is otherwise cost-effective. *{WIC 10085 (d)}*
 5. Submit to DCSS, prior to execution, all proposed Electronic Data Processing (EDP) contracts for child support exceeding \$100,000. If approved by DCSS, DCSS will forward proposed contracts to the Administration for Children and Families (ACF) for approval (45 CFR 95.611 (b)(2)(iii)). In addition, contract amendments that exceed the \$100,000 threshold and/or extend the period of performance for more than 60 days, must also be submitted to the DCSS for prior state and federal approval (45 CFR 95.611 (b)(2)(iv)).
 6. Continue to comply with state and federal law and all requirements of the State plan and plans of cooperation, including the AACA, even in cases where the County receives a reduction in federal funding as a result of the imposition of a federal penalty. *{WIC 10088 (b)}*
- B. The County shall meet all mandated requirements for the automation of the child support program. This includes, but is not limited, to the following:
1. Maintain automated systems to ensure the delivery of child support services as directed by the State and the KIDZ JPA.
 2. Enter into a JPA agreement with the KIDZ Consortium during the interim period until conversion to the CCSAS.
 3. Provide any necessary county level automation support to ensure appropriate project management oversight and the continued maintenance and operation of county child support automation system(s).
 4. Ensure the County operation of the child support automation delivery is compliant with distribution requirements in the Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA). The current standards to be used are given in the regulations contained in the Manual of Policy and Procedures (MPP), Section 12-400, and the collection and distribution policies and instructions issued in Family Support

- Division (FSD) letters. Effective July 31, 2000, Child Support Services (CSS) letters replaced FSD letters.
5. Abide by federal and state regulations and policies, the KIDZ Consortium JPA agreement and this AACA.
 6. Develop and maintain an Operational Recovery Plan that identifies critical operations, recovery needs and strategies, and test plans necessary to ensure continued operation.
 7. Build and test local interfaces to any required state level or local county system timely and accurately.
 8. Make records available for state and federal automation reviews, assessments, and audits.
 9. Develop a plan to implement the Interim Federal Case Registry (IFCR) and be prepared to execute the provisions in the IFCR Plan.
 10. Reconcile on an on-going basis, as required, duplicate cases before transitioning to a statewide system.
- C. The County shall participate, as required by DCSS or its agents, in the development of the State level systems. Participation shall include, but is not limited to, the following:
1. Document and communicate, when requested, county business and technology needs.
 2. Provide, as needed, any issues, rules, automation best practices or suggestions for change to the systems being developed.
 3. Participate, as needed, in design, development and maintenance requirements definition.
- D. *<This paragraph is optional, and will be not be included if the County is already on an interim consortium system. If the County has not completed conversion, the following will be included>*

The County shall participate with the State and the KIDZ JPA in all activities necessary to transition from their current child support automation system to their designated interim consortia system. Participation shall include, but is not limited to, the following:

1. Develop and maintain an overall conversion project plan.
2. Obtain the appropriate hardware, software, and network infrastructure.

3. Provide appropriate facilities for user training, with sufficient lead time to ensure proper training.
4. Develop conversion test plans.
5. Adhere to project milestone dates as agreed to by the County, State, and consortia lead.

IV. FISCAL ACCOUNTABILITY

- A. The County shall provide accurate and timely requests for automation funding and cooperate in any requested automation cost/benefit analysis or other data gathering for the purpose of determining budgets, funding levels, and automation alternatives.
- B. The County shall track and monitor county automation expenditures.
- C. The County shall provide appropriate claiming documentation to the State.

V. FUNDING

It is mutually understood that the funding for the provisions specified in the AACA are subject to the availability of funds to the Department made by the United States Government and the appropriation of funds in the State Budget Act for the given fiscal year. The provisions of Section 6 of Article XIII B of the California Constitution and Sections 17500, et seq., of the California Government Code apply to the funding provisions required under this AACA.

It is mutually understood that federal financial participation funding shall be made if such funds are made available to the State by the United States Government, and the provisions of this AACA are subject to any additional restrictions, limitations, or conditions enacted by the Congress or other federal agency. If the Congress does not appropriate sufficient funds for the programs covered by this AACA, this AACA may be amended to reflect such funding reduction.

It is further mutually understood that if the State Budget Act of the current or any subsequent fiscal year is covered under this AACA does not appropriate sufficient funds, the Department shall have no obligation to pay such funds. If funding is reduced and/or deleted by the Budget Act, the AACA may be amended to reflect such funding reduction.

VI. PENALTIES

California Welfare and Institutions Code Section 10088 specifies that the federal government's imposition of a penalty on California's child support program for failure to meet the federal automation requirements shall be considered a reduction of federal financial participation in county and state administrative costs of the child support program, and shall be allocated to each county in proportion to its administrative costs. The State may hold these penalties in abeyance and supplant any dollar reduction to county administrative funding, up to 100 percent

of the reduction, subject to the availability of funds in the annual Budget Act. The State and the Department of Finance shall establish criteria under which the penalties may be held in abeyance. Criteria for which these penalties may be held in abeyance include, but is not limited to, the following:

- A. The County is meeting all due dates in its child support program automation work/project plan.
- B. The County has resolved any federal distribution requirement problems.
- C. The County is otherwise cooperating in its current automation requirements and establishing the CCSAS.

VII. PENALTY PROCESS

- A. If the County fails to meet a provision outlined in this AACA, the State will send out a notification letter. The letter will identify the County's failure to comply and the State will begin to withhold the penalty from any funds due to the County during the monthly payment process until the County is in compliance, has an approved corrective action plan, or has appealed successfully.
- B. The County will be permitted to appeal to the Director of the DCSS or his/her designee and submit a justification for not meeting a requirement in the AACA. The justification must be submitted within 10 working days from the postmarked notification letter.
- C. The Director of the DCSS or his/her designee will review the County's justification and render a decision. There is no formal hearing.
- D. The State will notify the County in writing of the results of the appeal by the Director of DCSS or his/her designee within 30 calendar days of receipt of the appeal.
- E. If the appeal is successful, any funding withheld due to the alleged failure will be reimbursed. If the appeal is not successful, funding will not be approved until the County meets established requirements or has an approved corrective action plan.

VIII. KIDZ CONSORTIUM JOINT POWERS AUTHORITY

Yolo County is a member of the KIDZ Joint Powers Authority (KIDZ), which is responsible for the maintenance and operation of the child support automation application of its member counties. KIDZ is an entity separate and apart from Yolo County, and by its membership in KIDZ, Yolo County has delegated the maintenance and support of the child support automation application to KIDZ. Yolo County hereby authorizes the Department of Child Support Services to communicate directly with KIDZ as its agent with respect to matters pertaining to Yolo County's child support automation application. Yolo County further authorizes the Department to pay directly to KIDZ those automation pass through funds to which Yolo County is, or may be, entitled. Yolo County acknowledges that should KIDZ fail

to comply with federal and state laws regarding child support automation, neither KIDZ nor the County may be eligible for pass through automation funds, and that although KIDZ is the delegated agent of the County to manage, maintain, and operate the County's child support automation application, all successes and/or failures thereof are the ultimate responsibility of the County.

IX. TERM

This AACA shall be effective December 1, 2000, and shall expire on November 30, 2001. This AACA may be amended as necessary to comply with changes.

X. AMENDMENTS

This AACA may be amended by the parties in writing. No oral understanding or agreement not incorporated herein shall be binding on any of the parties, unless specified by applicable California law.

This AACA is made effective by the signatures of the parties appearing on the next page.

SIGNATURE PAGE

David C. Henderson, District Attorney
County of Yolo

Date

Curtis L. Child, Director
California Department of Child Support Services

Date

AMENDMENT __ TO THE
ANNUAL AUTOMATION COOPERATION AGREEMENT
DATED DECEMBER 1, 2000
BETWEEN
CALIFORNIA DEPARTMENT OF CHILD SUPPORT SERVICES
AND
YOLO COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES

This Amendment __ to the Annual Automation Cooperation Agreement (AACA) dated December 1, 2000, is made by and between the California Department of Child Support Services (DCSS or the State) and the Yolo County Department of Child Support Services, is effective _____ to November 30, 2001.

I. RECITALS

- A. California Family Code §17304 mandates that each county establish an independent local child support agency. The Director of the DCSS is required to transition each county from the county district attorney's office to the County Department of Child Support Services beginning January 1, 2001. All transitions are to be completed by January 1, 2003. {*Calif. Family Code §17305(a)*} Prior to the transition, each county must have submitted a plan of transition that must be approved by the DCSS. {*Calif. Family Code §17305(b)*} Pursuant thereto, the County of Yolo (the County) submitted its plan of transition on _____, and the plan of transition was approved by the DCSS on _____. The approved transition from the district attorney's office to the County Department of Child Support Services is scheduled to occur on _____.
- B. California Welfare and Institutions Code §10084(b) requires that the DCSS enter into an AACA with each County Department of Child Support Services no later than December 1 of each year. The DCSS entered into the AACA dated December 1, 2000 with the Yolo County District Attorney (the District Attorney) in its capacity as the local child support agency.
- C. It is now necessary that the DCSS enter into this Amendment __ to the AACA dated December 1, 2000 with the County Department of Child Support Services in order to provide for the continuity of the AACA dated December 1, 2000, and to provide the DCSS with the authority to continue to pass through automation funding to the County.

VIII. AGREEMENT

- A. The transition from the District Attorney to the Agency shall be effective _____.
- B. The director of the County Department of Child Support Services has reviewed and is familiar with the AACA dated December 1, 2000, between the DCSS and the District Attorney.

- C. On behalf of the County Department of Child Support Services, the Director hereby assumes the obligations and benefits and agrees to comply with all terms and conditions of the AACA dated December 1, 2000, and agrees to be bound thereby.
- D. Pursuant to this Amendment __ to the AACA dated December 1, 2000, the District Attorney is released by the DCSS from obligation under the AACA dated December 1, 2000, and the Agency is substituted as the obligatory party under the AACA dated December 1, 2000.
- E. The term of the AACA dated December 1, 2000 and assumed herein shall not be extended by this Amendment __.

<The signatories to this should be the Director of the new local child support agency and the California DCSS Director>

IV-D Director Signature
Yolo Department of Child Support Services

Date

Printed Name

Curtis L. Child, Director
California Department of Child Support Services

Date

**ANNUAL AUTOMATION COOPERATION AGREEMENT
DECEMBER 1, 2000
BETWEEN THE DEPARTMENT OF CHILD SUPPORT SERVICES
AND THE KIDZ JOINT POWERS AUTHORITY**

This Automation Agreement Dated _____ is made by and between the California Department of Child Support Services (the Department) and KIDZ Joint Powers Authority (KIDZ), and is effective for the period December 1, 2000 through November 30, 2001.

I. RECITALS

- A. In order to manage their child support automation systems, the following counties have become members of KIDZ: Butte, Imperial, Kern, Mendocino, Placer, San Joaquin, Shasta, Ventura, Yolo, and Yuba.
- B. California Welfare & Institutions Code §10084(b) requires that the Department enter into Annual Automation Cooperation Agreements (AACAs) with each county local child support agency no later than December 1, of each year. The AACAs provide the authority for the Department to pass through automation funding to the counties.
- B. Each of the KIDZ member counties have entered into an AACAs dated December 1, 2000, with the Department. Pursuant thereto, each member county has acknowledged that it has delegated to KIDZ responsibility for the management of its child support automation application. Further, each county has authorized the Department to remit its share of automation funds directly to KIDZ.

II. AGREEMENT

- A. As the delegated representative of the member counties for child support automation systems, KIDZ hereby agrees to be bound by the terms and conditions of the AACAs dated December 1, 2000, a copy of which is attached hereto as Attachment A.
- B. KIDZ agrees to comply with all federal and state laws, so as to allow each of its member counties to be eligible for the pass through automation funds to the fullest extent possible.
- C. KIDZ agrees to comply with the provisions of California Welfare & Institutions Code §10085(d), which states in pertinent part: “no local child support agency may enhance or expand a child support automation system unless specifically authorized by the director, in writing...”.
- D. KIDZ shall submit requests for automation funds as though each request were being submitted on behalf of each member county. KIDZ and the Department shall cooperate in the formulation of the request process. The Department shall pay to KIDZ on behalf of each member county the automation funds. KIDZ shall provide the Department with actual expenditures for the JPA costs identified by individual member county.

III. JPA AUTOMATION RESPONSIBILITIES

The KIDZ JPA shall:

- A. Maintain the KIDZ Consortium interim system.
- B. Represent the KIDZ Consortium on various child support automation matters or appoint a designee, as requested by the State.
- C. Incorporate DCSS approved system enhancements as required to meet state and federal requirements.
- D. Provide interim system consortia funding requests, cost estimates and analysis, and actual expenditures for the consortia costs identified by individual member county.
- E. Receive, disburse and manage funds on the behalf of the Consortium.
- F. Report to DCSS Oversight Management in matters relating to automation, as required by the State.
- G. Report to member counties in accordance with requirements of the JPA agreement.
- H. Fulfill requirements of the JPA agreement and state interim system governance requirements.

Signed

Date

Printed name and title

Curtis L. Child, Director
California Department of Child Support Services

Date

**ANNUAL AUTOMATION COOPERATION AGREEMENT
DECEMBER 1, 2000
BETWEEN THE DEPARTMENT OF CHILD SUPPORT SERVICES
AND THE <Enter County Name> FAMILY SUPPORT DIVISION**

I. PURPOSE

In 1999, the Governor signed legislation that dramatically changed the administration and delivery of child support. Assembly Bill (AB) 196 (Kuehl, Chapter 478, Statutes of 1999) and Senate Bill (SB) 542 (Burton, Chapter 480, Statutes of 1999) established a new state department, the Department of Child Support Services (DCSS) effective January 1, 2000. The legislation also removed local administration of child support from the county district attorneys, requiring that all county transitions from the district attorneys to a new local agency occur by January 1, 2003.

In addition, AB 150 (Aroner, Chapter 479, Statutes of 1999) significantly altered how California approaches the automation of child support. AB 150 mandated the creation of a single, statewide system and transferred the responsibility for developing that system to California's Franchise Tax Board (FTB), acting as an agent of DCSS. AB 150 also required that each county enter into an Annual Automation Cooperation Agreement (AACA) with the DCSS.

This AACA is entered into between the <Enter County Name> Family Support Division (hereafter referred to as the County) and the DCSS (hereafter referred to as DCSS or the State). This AACA defines State, County, and Consortia Joint Powers Authority (JPA) responsibilities in regard to statewide and interim child support automation activities.

In order for the State to provide automation funding to the counties, the counties must:

- A. Develop and submit required child support program automation work/project plans.
- B. Meet milestones in those work/project plans.
- C. Comply timely with state automation requirements.
- D. As required, participate in activities to develop the State level systems [such systems include, but are not limited to, the California Child Support Automation System (CCSAS), Integrated Database (IDB), and the California Arrearage Management Project (CAMP)].
- E. Enter into a JPA agreement with the KIDZ Consortium within four months prior to conversion to an interim system, and agree to abide by all the provisions.
- F. Implement automation enhancements approved by the State.

This AACA requires the District Attorney's and the Director of DCSS' signatures. If a county transitions from the District Attorney to the new County Department of Child Support Services between December 1, 2000 and November 30, 2001, an amendment included as Exhibit 1 will be completed.

It is understood and acknowledged by the signatories and their agents that the County District Attorney is responsible for the County duties listed herein until the duties are converted to the new local agency, and that thereafter, by operation of law, those duties transfer and become the responsibility of the County Department of Child Support Services. Therefore, all references to the County are references to the District Attorney until the child support program is converted to the County Department of Child Support Services.

This AACA does not supersede the Plan of Cooperation between the State and the County for operation of the child support services program, but works in tandem with it. This AACA must be executed and returned on or before December 1, 2000 and must be renewed by each December 1 thereafter.

II. STATE RESPONSIBILITIES

- A. In addition to the terms expressed herein, the State shall comply with all state and federal law which includes, but is not limited to, the following:
1. Maintain an organizational structure and sufficient staff to efficiently and effectively administer and supervise all of the automation functions for which it is responsible under the Title IV-D State Plan and other federal automation requirements. *{FC 17206}*
 2. FTB, as the agent to the DCSS, will begin to develop the CCSAS. The statewide child support system shall be operative in all California counties and shall include the State Case Registry, the State Disbursement Unit and all other necessary databases and interfaces. In developing the CCSAS, the State will comply with Title IV-D of the Social Security Act, the federal regulations that implement Title IV-D, and any other applicable federal regulations and requirements that concern a statewide child support automation system. *{WIC 10082 (a)}*
 3. Develop statewide standardized forms, and reports for the automated system. *{FC 17306}*
 4. Provide, at least twice annually, written or oral reports on the development and implementation of the CCSAS to interested persons and organizations, which shall include the California State Association of Counties, the California Family Support Council, members of the Legislature, and child support advocacy groups. *{WIC 10090}*

5. Develop standards and processes related to child support automation that are mandatory throughout the State to ensure uniform operation of the program by the County. *{FC 17306}*
- B. The State shall develop an interim database of unique statewide case information for submission to the Federal Case Registry (FCR), and submit responses from the FCR to the County. This is an interim activity to enhance the ability to locate parents and their assets until the CCSAS is completed.
 - C. The State shall plan for future program and automation requirements changes to the statewide child support automation system, including:
 1. Develop directives and regulations as necessary to administer Title IV-D automation.
 2. Inform appropriate county agencies of federal and state laws, policies, standards, procedures, and instructions relative to the administration of Title IV-D automation.
 - D. The State shall develop standards and processes relating to the operation of automated systems during the interim period, including:
 1. Develop standards, templates, and time frames for the child support program automation work/project plans to be completed by the County.
 2. Develop criteria for approving the County child support program automation work/project plans.
 3. Monitor and approve the County child support program automation work/project plan.
 4. Monitor county operations to ensure counties are in compliance with the interim child support automation requirements, pending conversion to the statewide child support automation system.

III. COUNTY RESPONSIBILITIES

- A. In addition to the terms expressed herein, the County shall comply with all state and federal law which includes, but is not limited to the following:
 1. Maintain an organizational structure with sufficient staff to efficiently and effectively accomplish all of the Title IV-D automation functions required of the County by law and under this AACA. *{FC 17305 (d)(2)}*
 2. If the AACA must be amended due to a change in state or federal law, regulations, or policy, the County must enter into an amended AACA as required by the State. *{WIC 10084 (b) and (d)}*

3. When requested, prepare and submit child support automation work/project plans. Once a plan is adopted, comply with the plan and adhere to approved milestones. The work/project plan shall include, but not be limited to, all tasks, timelines, resources, and critical milestones necessary to complete the County's project responsibilities and any other provision specified by the State. Inform the State, in advance, if milestones cannot be met. *{WIC 10084 (c)} and {WIC 10081 (g)}*
 4. Submit child support automation enhancement requests to the State for approval. No county may enhance or expand an interim child support automation system unless specifically authorized by the State in writing. The State will determine if the enhancement or expansion costs are necessary to maintain existing levels of service, accommodate changes in state or federal law, or will result in increased short-term program performance and is otherwise cost-effective. *{WIC 10085 (d)}*
 5. Submit to DCSS, prior to execution, all proposed Electronic Data Processing (EDP) contracts for child support exceeding \$100,000. If approved by DCSS, DCSS will forward proposed contracts to the Administration for Children and Families (ACF) for approval (45 CFR 95.611 (b)(2)(iii)). In addition, contract amendments that exceed the \$100,000 threshold and/or extend the period of performance for more than 60 days, must also be submitted to the DCSS for prior state and federal approval (45 CFR 95.611 (b)(2)(iv)).
 6. Continue to comply with state and federal law and all requirements of the State plan and plans of cooperation, including the AACA, even in cases where the County receives a reduction in federal funding as a result of the imposition of a federal penalty. *{WIC 10088 (b)}*
- B. The County shall meet all mandated requirements for the automation of the child support program. This includes, but is not limited, to the following:
1. Maintain automated systems to ensure the delivery of child support services as directed by the State and the KIDZ JPA.
 2. Enter into a JPA agreement with the KIDZ Consortium during the interim period until conversion to the CCSAS.
 3. Provide any necessary county level automation support to ensure appropriate project management oversight and the continued maintenance and operation of county child support automation system(s).
 4. Ensure the County operation of the child support automation delivery is compliant with distribution requirements in the Personal Responsibility and Work Opportunity Reconciliation Act (PRWORA). The current standards to be used are given in the regulations contained in the Manual of Policy and Procedures (MPP), Section 12-400, and the collection and distribution policies and instructions issued in Family Support

- Division (FSD) letters. Effective July 31, 2000, Child Support Services (CSS) letters replaced FSD letters.
5. Abide by federal and state regulations and policies, the KIDZ Consortium JPA agreement and this AACA.
 6. Develop and maintain an Operational Recovery Plan that identifies critical operations, recovery needs and strategies, and test plans necessary to ensure continued operation.
 7. Build and test local interfaces to any required state level or local county system timely and accurately.
 8. Make records available for state and federal automation reviews, assessments, and audits.
 9. Develop a plan to implement the Interim Federal Case Registry (IFCR) and be prepared to execute the provisions in the IFCR Plan.
 10. Reconcile on an on-going basis, as required, duplicate cases before converting to a statewide system.
- C. The County shall participate, as required by DCSS or its agents, in the development of the State level systems. Participation shall include, but is not limited to, the following:
1. Document and communicate, when requested, county business and technology needs.
 2. Provide, as needed, any issues, rules, automation best practices or suggestions for change to the systems being developed.
 3. Participate, as needed, in design, development and maintenance requirements definition.
- D. *<This paragraph is optional, and will be not be included if the County is already on an interim consortium system. If the County has not completed conversion, the following will be included>*

The County shall participate with the State and the KIDZ JPA in all activities necessary to convert from their current child support automation system to their designated interim consortia system. Participation shall include, but is not limited to, the following:

1. Develop and maintain an overall conversion project plan.
2. Obtain the appropriate hardware, software, and network infrastructure.

3. Provide appropriate facilities for user training, with sufficient lead time to ensure proper training.
4. Develop conversion test plans.
5. Adhere to project milestone dates as agreed to by the County, State, and consortia lead.

IV. FISCAL ACCOUNTABILITY

- A. The County shall provide accurate and timely requests for automation funding and cooperate in any requested automation cost/benefit analysis or other data gathering for the purpose of determining budgets, funding levels, and automation alternatives.
- B. The County shall track and monitor county automation expenditures.
- C. The County shall provide appropriate claiming documentation to the State.

V. FUNDING

It is mutually understood that the funding for the provisions specified in the AACA are subject to the availability of funds to the Department made by the United States Government and the appropriation of funds in the State Budget Act for the given fiscal year. The provisions of Section 6 of Article XIII B of the California Constitution and Sections 17500, et seq., of the California Government Code apply to the funding provisions required under this AACA.

It is mutually understood that federal financial participation funding shall be made if such funds are made available to the State by the United States Government, and the provisions of this AACA are subject to any additional restrictions, limitations, or conditions enacted by the Congress or other federal agency. If the Congress does not appropriate sufficient funds for the programs covered by this AACA, this AACA may be amended to reflect such funding reduction.

It is further mutually understood that if the State Budget Act of the current or any subsequent fiscal year is covered under this AACA does not appropriate sufficient funds, the Department shall have no obligation to pay such funds. If funding is reduced and/or deleted by the Budget Act, the AACA may be modified.

VI. PENALTIES

California Welfare and Institutions Code Section 10088 specifies that the federal government's imposition of a penalty on California's child support program for failure to meet the federal automation requirements shall be considered a reduction of federal financial participation in county and state administrative costs of the child support program, and shall be allocated to each county in proportion to its administrative costs. The State may hold these penalties in abeyance and supplant any dollar reduction to county administrative funding, up to 100 percent

of the reduction, subject to the availability of funds in the annual Budget Act. The State and the Department of Finance shall establish criteria under which the penalties may be held in abeyance. Criteria for which these penalties may be held in abeyance include, but is not limited to, the following:

- A. The County is meeting all due dates in its child support program automation work/project plan.
- B. The County has resolved any federal distribution requirement problems.
- C. The County is otherwise cooperating in its current automation requirements and establishing the CCSAS.

VII. PENALTY PROCESS

- A. If the County fails to meet a provision outlined in this AACA, the State will send out a notification letter. The letter will identify the County's failure to comply and the State will begin to withhold the penalty from any funds due to the County during the monthly payment process until the County is in compliance, has an approved corrective action plan, or has appealed successfully.
- B. The County will be permitted to appeal to the Director of the DCSS or his/her designee and submit a justification for not meeting a requirement in the AACA. The justification must be submitted within 10 working days from the postmarked notification letter.
- C. The Director of the DCSS or his/her designee will review the County's justification and render a decision. There is no formal hearing.
- D. The State will notify the County in writing of the results of the appeal by the Director of DCSS or his/her designee within 30 calendar days of receipt of the appeal.
- E. If the appeal is successful, any funding withheld due to the alleged failure will be reimbursed. If the appeal is not successful, funding will not be approved until the County meets established requirements or has an approved corrective action plan.

VIII. KIDZ CONSORTIUM JOINT POWERS AUTHORITY

<Enter County Name> County is a member of the KIDZ Joint Powers Authority (KIDZ), which is responsible for the maintenance and operation of the child support automation application of its member counties. KIDZ is an entity separate and apart from <Enter County Name> County, and by its membership in KIDZ, <Enter County Name> County has delegated the maintenance and support of the child support automation application to KIDZ. <Enter County Name> County hereby authorizes the Department of Child Support Services to communicate directly with KIDZ as its agent with respect to matters pertaining to <Enter County Name> County's child support automation application. <Enter County Name> County further authorizes the Department to pay directly to KIDZ those automation pass through funds

to which *<Enter County Name>* County is, or may be, entitled. *<Enter County Name>* County acknowledges that should KIDZ fail to comply with federal and state laws regarding child support automation, neither KIDZ nor the County may be eligible for pass through automation funds, and that although KIDZ is the delegated agent of the County to manage, maintain, and operate the County's child support automation application, all successes and/or failures thereof are the ultimate responsibility of the County.

IX. TERM

This AACA shall be effective December 1, 2000, and shall expire on November 30, 2001. This AACA may be amended as necessary to comply with changes.

X. AMENDMENTS

This AACA may be amended by the parties in writing. No oral understanding or agreement not incorporated herein shall be binding on any of the parties, unless specified by applicable California law.

This AACA is made effective by the signatures of the parties appearing on the next page.

SIGNATURE PAGE

<Enter District Attorney name>, District Attorney
County of <Enter County name>

Date

Curtis L. Child, Director
California Department of Child Support Services

Date

**AMENDMENT __ TO THE
ANNUAL AUTOMATION COOPERATION AGREEMENT
DATED DECEMBER 1, 2000
BETWEEN
CALIFORNIA DEPARTMENT OF CHILD SUPPORT SERVICES
AND
<Enter County Name> COUNTY DEPARTMENT OF CHILD SUPPORT
SERVICES**

This Amendment __ to the Annual Automation Cooperation Agreement (AACA) dated December 1, 2000, is made by and between the California Department of Child Support Services (DCSS or the State) and the <Enter County Name> County Department of Child Support Services, is effective <enter transition date> to November 230, 2001.

I. RECITALS

- A. California Family Code §17304 mandates that each county establish an independent local child support agency. The Director of the DCSS is required to convert each county from the county district attorney's office to the County Department of Child Support Services beginning January 1, 2001. All transitions are to be completed by January 1, 2003. {Calif. Family Code §17305(a)} Prior to the transition, each county must have submitted a plan of transition that must be approved by the DCSS. {Calif. Family Code §17305(b)} Pursuant thereto, the County of <Enter County Name> (the County) submitted its plan of transition on <enter transition date>, and the plan of transition was approved by the DCSS on <enter approval date>. The approved transition from the district attorney's office to the County Department of Child Support Services is scheduled to occur on <enter date>.
- B. California Welfare and Institutions Code §10084(b) requires that the DCSS enter into an AACA with each County Department of Child Support Services no later than December 1 of each year. The DCSS entered into the AACA dated December 1, 2000 with the <Enter County Name> County District Attorney (the District Attorney) in its capacity as the local child support agency.
- C. It is now necessary that the DCSS enter into this Amendment __ to the AACA dated December 1, 2000 with the County Department of Child Support Services in order to provide for the continuity of the AACA dated December 1, 2000, and to provide the DCSS with the authority to continue to pass through automation funding to the County.

II. AGREEMENT

- A. The transition from the District Attorney to the Agency shall be effective <enter date>.
- B. The director of the County Department of Child Support Services has reviewed and is familiar with the AACA dated December 1, 2000, between the DCSS and the District Attorney.

- C. On behalf of the County Department of Child Support Services, the Director hereby assumes the obligations and benefits and agrees to comply with all terms and conditions of the AACA dated December 1, 2000, and agrees to be bound thereby.
- D. Pursuant to this Amendment __ to the AACA dated December 1, 2000, the District Attorney is released by the DCSS from obligation under the AACA dated December 1, 2000, and the Agency is substituted as the obligatory party under the AACA dated December 1, 2000.
- E. The term of the AACA dated December 1, 2000 and assumed herein shall not be extended by this Amendment __.

<The signatories to this should be the Director of the new local child support agency and the California DCSS Director>

<Enter County IV-D Director>, Director
<County> Department of Child Support Services

Date

Curtis L. Child, Director
California Department of Child Support Services

Date