



## Legislation Text

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**File #:** 19-1637, **Version:** 1

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Department of Child Support Services recommending the Board approve and authorize the Chair to sign the Agreement for Services 3613 with Barton Healthcare System for services to carry out the Paternity Opportunity Program with a three-year term retroactive to February 1, 2019 through January 31, 2022, for an amount not to exceed \$5,000.

**FUNDING:** State and Federal Child Support Funds.

### **DISCUSSION / BACKGROUND**

Pursuant to California Family Code (FC) Section 7571(a), hospital staff are required to provide unmarried parents with the opportunity to sign a voluntary declaration of parentage. Hospital staff are required to witness the signatures of parents signing the voluntary declaration of parentage and to forward the signed declaration to the Department of Child Support Services within 20 days of the date the declaration was signed. FC 7571(c) requires the local child support agency to pay the sum of ten dollars (\$10) to birthing hospitals for each completed declaration of parentage that is filed. This ten dollar (\$10) payment is contingent on the fact that the child support agency has a written agreement with the birthing hospital specifying the terms and conditions as required by federal law.

El Dorado County Child Support Services has had agreements in place with both Marshall and Barton hospitals since 1995 when the Paternity Opportunity Program legislation was first passed. The last agreement with Barton Hospital expired January 31, 2019 and although efforts to obtain a new agreement began in November 2018, there were numerous versions (edits) that took many months to resolve. Contract staff at Barton were not able to obtain approval from the necessary administrative hospital staff. County Counsel spent a great deal of time reviewing and editing the changes proposed by Barton. Risk Management also had discussions with Barton pertaining to the standard indemnity language which is required by our county. Contract staff at Barton also challenged our requirement for additional insured endorsement language.

After approximately 10 months of continuous proposed revisions over contract language, the Chief Financial Officer at Barton signed the contract. These delays are the reason for the requested retroactive commencement. Invoices from Barton have been received every month since the last contract expired and the Department has been unable to pay those invoices as there was no valid contract in place. If this agreement is approved, with a retroactive commencement date of February 1, 2019, the Department will proceed to pay all of the outstanding invoices which currently total approximately \$700.

### **ALTERNATIVES**

N/A

### **PRIOR BOARD ACTION**

N/A

### **OTHER DEPARTMENT / AGENCY INVOLVEMENT**

County Counsel and Risk Management

**CAO RECOMMENDATION / COMMENTS**

It is recommended that the Board approve this item.

**FINANCIAL IMPACT**

Sufficient funds are available in the FY 2019-20 Adopted Budget. There is no General Fund Cost associated with the agreement.

**CLERK OF THE BOARD FOLLOW UP ACTIONS**

Child Support Services requests the Board Clerk obtain Chair's signature on one original agreement. Clerk to return signed agreement to the Shingle Springs office ATTN: Ginger Harms

**STRATEGIC PLAN COMPONENT**

Good Governance

**CONTACT**

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