PLAN OF COOPERATION BETWEEN



MONTEREY COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES

AND



SUPERIOR COURT OF CALIFORNIA, COUNTY OF MONTEREY

Between

MCDCSS and Superior Court of California, County of Monterey

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1. AUTHORITY

This agreement shall be known as a Plan of Cooperation (POC). It is entered into under the authority of 42 USC §654(7), 45 CFR §302.34 and 45 CFR §303.107.

This POC is entered into by and between the Monterey County Department of Child Support Services (MCDCSS) and the Superior Court of California, County of Monterey. MCDCSS and Court are hereinafter sometimes referred to collectively as the "Parties" and individually as "Party".

This POC must be approved by the Director of the California Department of Child Support Services (DCSS Director) pursuant to Family Code §17304(b) and (c) and will be approved as to form by the Director of the Center for Families, Children and the Courts. Any renewals or amendments to this POC must also be approved as described above in writing by the both the DCSS Director and the Director of the Center for Families, Children and the Courts.

1.1 POC Notices and Contacts

All notices regarding changes in circumstances and/or terms of this POC provided for under this POC must be in writing and shall be properly given and effective when personally delivered or sent by first class U.S. mail with postage prepaid. The effective date of any such mailed notice shall commence on the third day after deposit in the U.S. mail.

Each Party shall appoint a person to serve as the official contact and coordinator of the activities of each Party in carrying out this POC. In the event of a change of contact person, the Party shall promptly notify the other Party of the new contact. The initial appointees of each Party are:

Court:

Teresa A. Risi, 240 Church Street, Salinas, CA 93901

MCDCSS:

Jo Ellen Holtzworth, 752 La Guardia Street, Salinas, CA 93905

2. PURPOSE

Pursuant to 45 CFR § 303.107(c), this POC is entered into for the purposes of:

 Securing the assistance of the Court to perform the duties as enumerated in the California Code of Civil Procedure section 259 and California Family Code section 4251(d);

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- Delineating the respective responsibilities of the parties in relation to the child support enforcement program under Title IV-D of the Social Security Act (hereafter "Title IV-D"), and
- Maximizing compliance with the time frames for case processing established by federal and state laws and regulations.

The Court and MCDCSS agree to comply with Title IV-D and all implementing federal and state regulations and requirements promulgated thereunder.

3. STANDARDS FOR PERFORMANCE

Pursuant to 45 CFR § 303.107(b) and 45 CFR 305.63, the Parties to this POC agree to maintain an organizational structure and sufficient staff to maximize compliance with all Title IV-D performance standards, including time frames as defined in all relevant federal and state laws and regulations.

4. **RESPONSIBILITIES**

4.1. MCDCSS Responsibilities

The MCDCSS agrees to the following:

- 4.1.1. Contribute to maximizing compliance with case processing time frames established by all relevant federal and state laws and regulations by:
 - A. Promptly preparing the initial case and forwarding legal documents relating to the functions to be performed to the Court or other destinations as appropriate.
 - B. Monitoring and managing workflow to minimize intermittent backlogs and/or extraordinary increases in the volume of documents submitted to Court.
- 4.1. 2. Prepare all necessary legal documents, including, but not limited to, requests for entry of defaults, summonses, and abstracts of judgment.
- 4.1.3. Track cases, and actions within cases, including maintaining records of documents forwarded to the Court and documents returned from the Court.
- 4.1.4. Request that all hearings for child support matters be calendared for hearing by the Court's Child Support Commissioner.

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- 4.1.5. Prepare all pertinent orders and judgments and obtain the signature of the Court's Child Support Commissioner.
- 4.1.6 Send electronic versions of data to the Court for those documents that may be electronically filed (e-filed). The content and format of said data shall be agreed upon by the Court and MCDCSS.

4.2. Court Responsibilities

- 4.2.1. Oversee the selection and appointment of the Court's Child Support Commissioner(s). Supervise the Court's Child Support Commissioner(s) and ensure the Court's Child Support Commissioner(s) properly exercise the powers specified in the Code of Civil Procedure section 259 and the duties specified in Family Code section 4251(d).
- 4.2.2. Ensure that Title IV-D child support actions brought before the Court's Child Support Commissioner(s) by MCDCSS have priority over actions brought by other persons pursuant to Family Code section 4252.
- 4.2.3. To the extent available, provide MCDCSS with electronic access to public records for child and spousal support, dissolution, legal separation, nullity of marriage, child custody proceedings and domestic violence prevention proceedings.
- 4.2.4. Work with the local child support agency to develop and implement filing and processing standards for all documents filed with the Court by the MCDCSS in Title IV-D cases. The time processing standard should not to exceed 10 court days or immediately upon request for a specific filing in exceptional circumstances with adequate notice to the Court and a showing of urgency. Should courts be unable to meet these timeframes due to circumstances beyond the Court's control, the court will inform and work with the MCDCSS to develop a plan to ensure timely filing of child support documents.
- 4.2.5. Provide sufficient court calendar time to meet 42 USC section 666(a)(2), 45 CFR section 303.4 and Family Code section 17400(c) processing timeframes; specifically, that hearings be calendared on average within three (3) to five (5) court days of the filing of moving papers that require a hearing unless a later date is requested by MCDCSS. Should courts be unable to meet these timeframes due to circumstances beyond the Court's control, the court will inform and work with the MCDCSS to develop a plan to ensure timely hearings in child support cases.

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- 4.2.6. Ensure that the Court's Child Support Commissioners and support staff, including clerical staff, receive the appropriate training as prescribed by the Judicial Council of California.
- 4.2.7. Ensure that Court's Child Support Commissioners fully comply with Family Code sections 4056 and 4065 and California Rules of Court Rule 5.260(b) by entering explanations for deviations from guideline calculations into the case record.
- 4.2.8. Court shall refer all Title IV-D actions or proceedings filed by any party or attorney other than MCDCSS to a Child Support Commissioner unless the Child Support Commissioner is not available due to exceptional circumstances, as prescribed by California Rules of Court, Rule 5.305.

4.3 Mutual Responsibilities

Both MCDCSS and Court agree to:

- 4.3.1. Collaborate and coordinate with one another in order to maximize compliance with all performance standards for program operations. Coordination shall include prompt notification of any planned or implemented changes in case processing operations.
- 4.3.2. The Court and MCDCSS shall meet periodically but no less than quarterly to discuss procedural, performance and processing issues of mutual interest and concern that may arise in connection with this POC and the handling of Title IV-D cases, including, but not limited to, processing cases within federal and state time frames, processing cases in accordance with procedures mandated by federal and state laws, federal and state regulations, and statewide rules of court and automation issues. These meetings may include representatives from the Court, including but not limited to the Child Support Commissioner, the Court Clerks, and court operations, the MCDCSS. These meetings may also include, but not required to include, the Family Law Facilitator, the private bar, defense counsel, representatives of other County of Monterey departments, members of the public and others, as appropriate, on either an ad hoc or regular basis.
- 4.3.3. Every reasonable effort shall be made to avoid a blanket preemptory challenge of the Court's Child Support Commissioner by MCDCSS. Before the exercising of a blanket challenge, at least one meet-and-confer session shall be convened in an attempt to resolve the issues giving rise to the possible blanket preemptory challenge. Any such session shall, at a minimum, include a representative of the MCDCSS, the Court's Child

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Support Commissioner, and the Court's Presiding Judge.
Representatives of the Court's Executive Office, other county
departments, the Judicial Council, the California Department of Child
Support Services, and others as appropriate may be invited to participate
in one or more of the meet-and-confer sessions.

4.3.4 Support the expansion of e-filing.

- Definitions. E-filing is the process of sending and receiving legal documents electronically to the local child support offices and the local courts in order to expedite case processing.
- Recitals. Both Parties realize benefits from e-filing including reduced staffing, reduced potential for document errors, reduced time for filing legal documents, elimination of misdirection or routing of documents, and reduced need to scan documents.
- 3. Requirements. In jurisdictions where e-filing is available, the following requirements represent the minimum standards of functionality that each MCDCSS and Court must adhere to when e-filing. At such time when the Courts transitions onto a new case management system that includes implementation of a family law case type, the Court will work with the MCDCSS to create efficiencies through the use of technology including minimum standards for e-filing including:

Bi-Directional file exchange of data between the local courts and the MCDCSSs whereby documents are electronically sent, received, filed, stamped, imaged, and returned and have the capability of file exchange of all form sets described in Attachment A. Documents must be processed within ten (10) business days of receipt by the Court.

The Court shall include the DCSS or the MCDCSS and the Judicial Council when developing the requirements of any e-filing application.

5. FINANCIAL ARRANGEMENTS

5.1. Direct or Indirect Costs paid in DCSS/JCC Contract

Direct and indirect costs incurred by Court in performance of Title IV-D activities or services, including but not limited to, provision of IV-D Commissioners and Family Law Facilitators are already funded under the contract between California Department of Child Support Services and the Judicial Council of California. **No direct or indirect costs for services or**

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supplies may be claimed or paid under the provisions of this POC. Government Code section 6103.9 only allows for the courts to claim these costs through their contract(s) with the Judicial Council of California, not through this POC with the MCDCSS.

5.2 Exemption from Fees and Reimbursements for Services

Parties acknowledge that MCDCSS is exempt from payment of any fees or reimbursements for services in any action or proceeding brought for the establishment of paternity or a child support obligation, or the enforcement of a child, medical or spousal support obligation including, but not limited to:

- Fees for providing certified or non-certified copies of documents;
- · Filing fees; and
- Fees for remote electronic access to court records, which fees are authorized by Rule of Court 2.506(a) to be charged to the public; but not allowed to be paid with federal financial participation funding under Title 45, Code of Federal Regulations, section 304.21(b)(1).

5.3. Audit & Inspection - Reimbursement for Federal Penalties

Each Party shall permit the authorized representative of the other Party, the Judicial Council of California, the CA DCSS, or other appropriate state or federal audit agencies to inspect and/or audit, at any reasonable time, all data and records relating to performance, case processing, and billing to the state under this POC.

Each Party accepts responsibility for receiving, replying to, and/or complying with any audit by appropriate federal and state audit agencies that directly relate to the services to be performed under this POC. In addition, the Parties agree to reimburse the Department of Child Support Services the amount of the Department of Child Support Services' liability to the federal government that results from that each Party's failure to perform the service or comply with the conditions required by this POC and identified by said audit

5.3.1. Corrective Action Plan

Should either Party to this POC be found deficient in any aspect of performance under this POC, or should either Party to this POC fail to perform to the agreed-upon performance standards, the deficient party will have the responsibility of submitting a proposed corrective action plan to the auditor and the Judicial Council identifying the deficiency. The corrective action plan shall identify specific actions to be taken to correct

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the deficient performance and shall be submitted within 45 days after notification of deficiencies by the auditor.

The Party whose performance has been identified as deficient, shall implement the corrective actions proposed in the Corrective Action Plan within thirty (30) days of approval of the Corrective Action Plan by the auditor unless otherwise agreed to in writing by the Parties. Failure to implement corrective actions within thirty (30) days from auditor approval of the Corrective Action Plan shall constitute breach of the POC.

6. RECORDS MAINTENANCE & SAFEGUARDING

6.1. Maintain Adequate Records

All records and documentation shall be maintained in accordance with federal and state requirements. The Court and MCDCSS shall maintain full and accurate records with respect to all matters covered under this POC.

The Court shall maintain the original of all documents filed with the court by any party in a case under Title IV-D, all federal and state laws, federal and state regulations, court rules, and requirements promulgated in relation thereto. Original documents may be maintained by Court in electronic form.

6.2. Information Security and Data Protection

The Parties are responsible for safeguarding all information in accordance with all applicable federal and state laws and regulations, particularly Family Code §17212, Welfare & Institutions Code §11478.1, 26 USC section 6103, 42 USC section 654(26), Title 22 CFR section 111430 - 111440 and IRS Publication 1075.

6.2.1. Federal Tax Information

In performance of this POC, Court will not be given access to federal tax information or FTI. However, inadvertent or incidental access to FTI may occur. It is incumbent upon the Court to inform its officers and employees of the provisions of IRC sections 7213 and 7213A Unauthorized Disclosure of Information and IRC section 7431 Civil Damages for Unauthorized Disclosure of Returns and Return Information.

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Willful unauthorized disclosure of returns and return information is a felony punishable upon conviction by a fine of as much as \$5,000 or imprisonment for as long as five years, or both, together with the costs of prosecution. Willful unauthorized disclosure of returns and return information may also result in an award of civil damages against the officer or employee in an amount not less than \$1,000 with respect to each instance of unauthorized disclosure. These penalties are set forth at 26 CFR 301.6103(n)-1.

Timely notification of an unauthorized disclosure of FTI is of the highest importance. The Court will immediately, but no later than 24 hours after discovery of a possible unauthorized disclosure involving FTI, contact the California Department of Child Support Services Information Security Officer. The Court shall not wait to conduct an internal investigation to determine if FTI was in fact disclosed without authorization.

6.2.2. Notice of Security Breach

Court shall notify California Department of Child Support Services Information Security Officer of any information security breach involving MCDCSS information, other than FTI, as soon as practical; but no more than 24 hours after discovery. The notification shall describe the incident in detail. Court shall cooperate with California Department of Child Support Services Information Security Officer and MCDCSS in investigations of information security incidents.

6.2.3. Notify Officers and Employees of Penalties

It is incumbent upon the Court to inform its officers and employees of the penalties for unauthorized disclosure imposed by the Privacy Act of 1974, 5 U.S.C. 552a. Specifically, 5 U.S.C. 552a(i)(1), which is made applicable to the Court by 5 U.S.C. 552a(m)(1), provides that any officer or employee of the Court, who by virtue of his/her employment or official position, has possession of or access to agency records which contain individually identifiable information, the disclosure of which is prohibited by the Privacy Act or regulations established thereunder, and who knowing that disclosure of the specific material is so prohibited, willfully discloses the material in any manner to any person or agency not entitled to receive it, shall be guilty of a misdemeanor.

7. DURATION AND RENEWAL OF POC

The term of this POC shall be two (2) years commencing on July 1, 2015; and shall ending on June 30, 2017. The POC shall be renewed under the same terms and conditions unless either Party gives thirty (30) days written notice of intention to not renew under the same terms and conditions. Each renewal will require the approval by the Director of California Department of Child Support

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Services and approval as to form by the Director of the Center for Families, Children and the Courts in the Judicial Council.

8. ENTIRE AGREEMENT

This POC constitutes the final, complete, and exclusive statement of the terms between the Parties pertaining to the subject matter of the POC and supersedes all prior POCs. Parties are not bound by any oral agreement which has not been reduced to writing herein. The Parties may attach and incorporate herein by reference an Attachment B to memorialize a specific local practice or other areas of common concern unique to the Parties. Any attachment to this POC is subject to the final approval of the Director of the Department of Child Support Services and the approval as to form by the Director of the Center for Families, Children and the Courts.

9. AMENDMENT

Amendments to this POC may be made by either Party to this POC. However, all amendments must be in writing, signed by the Parties and approved by the Director of California Department of Child Support Services and approved as to form by the Director of the Center for Families, Children and the Courts.

The Parties agree that if federal, state and county funds for the program are or become insufficient for any reason including inadequate appropriation, budgetary reductions, reallocations, etc.; this POC shall be amended to the extent feasible to reflect the reduction in funding, otherwise it shall be of no further force and effect. Before this POC may be amended or terminated for insufficiency of funding, both Parties shall meet and confer with the California DCSS Director and Director of the Center for Families, Children and the Courts of the to discuss amendment alternatives as described above in the Paragraph 10 "Dispute Resolution."

Any provision of this POC which conflicts with new or revised state and federal laws, regulations, court rules, and requirements shall be deemed amended to conform with the new or revised federal and state laws, regulations, court rules, and requirements.

10. DISPUTE RESOLUTION

In the event of any dispute arising out of or relating to this POC, the Parties shall attempt, in good faith, to promptly resolve the dispute. If the dispute cannot be resolved by their mutual agreement, the dispute shall be elevated to the Director

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of the California Department of Child Support Services and the Judicial Council's AB 1058 Program Manager to resolve the issue.

The Parties shall, without delay, continue to perform their respective obligations under this POC whether or not affected by the dispute.

11. WAIVER

Waiver by either Party of any default, breach or condition precedent shall not be construed as a waiver of any other default, breach or condition precedent, or any other right hereunder.

12. TERMINATION

Either Party may terminate this POC, after giving the other Party ninety (90) days written notice of the intent to terminate and only after all attempts to resolve any and all disputes have been exhausted as described above in Paragraph 10.

In the event of termination of this POC, both Parties shall prepare a mutually agreed upon a Plan of Termination of Services so as to minimize disruption of services to the Title IV-D program services and allow the MCDCSS to seek replacement court services. In addition, the Parties will continue to carry out the duties and responsibilities described herein until the operational date or agreed upon date of termination in the Plan of Termination of Services.

13. SEVERABILITY

If any term of this POC is inconsistent with any applicable law, regulation, rule or policy, then that part of the POC shall be invalid and the unaffected parts shall remain in full force and effect.

If any provision of this POC is held by a court to be invalid, void or unenforceable, the remaining provisions shall continue in full force and effect without being impaired or invalidated.

14. COUNTERPARTS

This POC may be signed in two or more counterparts. When at least one such counterpart has been signed by each Party approved by the Director of the California Department of Child Support Services and approved as to form by the Director of the Center for Families, Children and the Courts, this POC shall be

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deemed to have been fully executed. Each counterpart shall be deemed to be an original, and all counterparts shall be deemed to be one and the same POC.

15. AUTHORIZATION

We the undersigned, as authorized representatives of the Monterey County Department of Child Support Services Department and the Superior Court of California, County of Monterey, do hereby approve and enter into this POC for the services described in this document. In performance of the provisions of this POC, the Parties agree to comply with Title IV-D and all federal and state laws, regulations, policies and directives.

Between

MCDCSS and Superior Court of California, County of Monterey

	Deresal Risi
Jo Ellen Holtzworth	Teresa A. Risi
Acting Director	Court Executive Officer
Monterey County Department of Child Support Services	Superior Court of California County of Monterey
Department of Offild Support Services	County of Monterey
Approved as to form:	
Approved:	Approved as to form:
ALISHA GRIFFIN	Diane Nunn,
Director	Director
California Department of Child Support Services	Center for Families, Children and the Judicial Council of California
	Reviewed as to fiscal provisions
	Auditor-Controller
	County of Moniterey
APPROVED AS TO FORM AND LEGALITY	11/18/15
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State of California Standard Agreement Contract No. DCSS POC 2015-2017 with Superior Court of California, County of Monterey

ATTACHMENT A FORM SETS TO BE E-FILED

FORM SET NUMBER	FORM SET NAME	FORM NUMBER	FORM NAME
FS-EST-009	Summons and Complaint	FL-600	Summons and Complaint or Supplemental Complaint Regarding Parental
			Obligations (Governmental)
		FL-630	Judgment Regarding Parental Obligations (Governmental)
*		FL-192	Notice of Rights & Responsibilities/Health Care Costs & Reimbursement
		1	Procedures
		FL-192SPA	Notice of Rights & Responsibilities/Health Care Costs & Reimbursement
		CC FCT 0001	Procedures
FC FCT 010	Summer and Commission	GC-EST-0001	Guideline Calculation Results: Summary Only
FS-EST-010		FL-600	Summons and Complaint or Supplemental Complaint Regarding Parental
	More than 5 Children	DCCC 0202	Obligations (Governmental)
		DCSS-0302	Attachment 1 - To Summons and Complaint, Supplemental Complaint or
		EL 600	Amended Complaint regarding Parent
		FL-630	Judgment Regarding Parental Obligations (Governmental)
		DCSS-0289	Attachment to Judgment Regarding Parental Obligation
		FL-192	Notice of Rights & Responsibilities/Health Care Costs & Reimbursement
			Procedures
		FL-192SPA	Notice of Rights & Responsibilities/Health Care Costs & Reimbursement
			Procedures
		GC-EST-0001	Guideline Calculation Results: Summary Only
FS-EST-011	Amended Summons & Complaint	FL-600	Summons and Complaint or Supplemental Complaint Regarding Parental Obligations (Governmental)
	·	FL-630	Judgment Regarding Parental Obligations (Governmental)
		FL-192	Notice of Rights & Responsibilities/Health Care Costs & Reimbursement
		200000000000000000000000000000000000000	Procedures
		FL-192SPA	Notice of Rights & Responsibilities/Health Care Costs & Reimbursement
			Procedures
		GC-EST-0001	Guideline Calculation Results: Summary Only
FS-EST-012	Amended Summons & Complaint - More than 5 Children	FL-600	Summons and Complaint or Supplemental Complaint Regarding Parental Obligations (Governmental)
		DCSS-0302	Attachment 1 - To Summons and Complaint, Supplemental Complaint or
		EL 600	Amended Complaint regarding Parent
		FL-630	Judgment Regarding Parental Obligations (Governmental)
		DCSS-0289	Attachment to Judgment Regarding Parental Obligation
		FL-192	Notice of Rights & Responsibilities/Health Care Costs & Reimbursement
			Procedures
		FL-192SPA	Notice of Rights & Responsibilities/Health Care Costs & Reimbursement
			Procedures
		GC-EST-0001	Guideline Calculation Results: Summary Only
FS-EST-013	Supplemental Summons &	FL-600	Summons and Complaint or Supplemental Complaint Regarding Parental
	Complaint		Obligations (Governmental)
		FL-630	Judgment Regarding Parental Obligations (Governmental)
		FL-192	Notice of Rights & Responsibilities/Health Care Costs & Reimbursement
			Procedures

		FL-192SPA	Notice of Rights & Responsibilities/Health Care Costs & Reimbursement
			Procedures
		GC-EST-0001	Guideline Calculation Results: Summary Only
S-EST-014	Supplemental Summons and Complaint - More than 5 children	FL-600	Summons and Complaint or Supplemental Complaint Regarding Parental Obligations (Governmental)
		DCSS-0302	Attachment 1 - To Summons and Complaint, Supplemental Complaint or
			Amended Complaint regarding Parent
		FL-630	Judgment Regarding Parental Obligations (Governmental)
		DCSS-0289	Attachment to Judgment Regarding Parental Obligation
		FL-192	Notice of Rights & Responsibilities/Health Care Costs & Reimbursement Procedures
		FL-192SPA	Notice of Rights & Responsibilities/Health Care Costs & Reimbursement Procedures
		GC-EST-0001	Guideline Calculation Results: Summary Only
S-EST-020	Amended Proposed Judgment	FL-616	Declaration for Amended Proposed Judgment (Governmental)
		FL-630	Judgment Regarding Parental Obligations (Governmental)
		FL-192	Notice of Rights & Responsibilities/Health Care Costs & Reimbursement
			Procedures
		FL-192SPA	Notice of Rights & Responsibilities/Health Care Costs & Reimbursement
			Procedures
		GC-EST-0001	Guideline Calculation Results: Summary Only
S-EST-021	Default (Judgment Regarding Parental Obligation)	FL-620	Request to Enter Default Judgment (Governmental)
		FL-697	Declaration for Default or Uncontested Judgment (Governmental)
		FL-630	Judgment Regarding Parental Obligations (Governmental)
		FL-192	Notice of Rights & Responsibilities/Health Care Costs & Reimbursement Procedures
		FL-192SPA	Notice of Rights & Responsibilities/Health Care Costs & Reimbursement Procedures
		GC-EST-0001	Guideline Calculation Results: Summary Only
FS-EST-036	Default (Judgment Regarding Parental Obligation) - More than 5 Children	FL-620	Request to Enter Default Judgment (Governmental)
		FL-697	Declaration for Default or Uncontested Judgment (Governmental)
		FL-630	Judgment Regarding Parental Obligations (Governmental)
		DCS5-0289	Attachment to Judgment Regarding ParentalObligation
		FL-192	Notice of Rights & Responsibilities/Health Care Costs & Reimbursement Procedures
		FL-192SPA	Notice of Rights & Responsibilities/Health Care Costs & Reimbursement Procedures
		GC-EST-0001	Guideline Calculation Results: Summary Only
S-EST-043	Amended Proposed Judgment - More than 5 Children	FL-616	Declaration for Amended Proposed Judgment (Governmental)
		FL-630	Judgment Regarding Parental Obligations (Governmental)
		DCS5-0289	Attachment to Judgment Regarding ParentalObligation
		FL-192	Notice of Rights & Responsibilities/Health Care Costs & Reimbursement

		FL-192SPA	Notice of Rights & Responsibilities/Health Care Costs & Reimbursement
			Procedures
		GC-EST-0001	Guideline Calculation Results: Summary Only
FS-FL-330	Proof of Personal Service	FL-330	Proof of Personal Service
FS-FL-686 (FL-	Proof of Service by Mail	FL-686	Proof of Service by Mail
335)			
FS-POS-010	Proof of Service of	POS-010	Proof of Service of Summons
	Summons		

PLAN OF COOPERATION Between MCDCSS AND COURT

Attachment B

MCDCSS and Court enter into the following agreement in addition to the standards set forth in pages 3 – 13 of the POC:

Court agrees that in addition to the responsibilities enumerated in item 4.2 et al., Court shall make every reasonable effort to comply with the following responsibilities:

- File and process all pleadings, judgments, orders and other legal documents, including moving and responding papers submitted by MCDCSS or by other parties on the Title IV-D cases, within five (5) court days of judicial signature, or immediately upon request, if feasible.
- 2) Calendar hearings within three (3) court days of filing moving papers that require a hearing.
- 3) Provide MCDCSS Staff access to an office photocopier, if not in use, for the purpose of making additional copies of case documents. If necessary, court staff will certify copies and return them to MCDSS within two (2) court days for files maintained on site. Court staff will certify copies and return them to MCDSS within seven (7) court days for filings stored off-site.

MCDCSS agrees to that in addition to the responsibilities listed in item 4.1 et. al., MDCSS shall make every reasonable effort to comply with the following responsibilities:

- Properly organize and assemble all MCDCSS documents submitted to the Court for file stamping and processing.
- 2) Maintain records of all documents forwarded to the Court and document returned by the Court.
- Advise the Court of any lapses in meeting timeframes set by standards in the POC.