

PLAN OF COOPERATION

BETWEEN

MONTEREY COUNTY DEPARTMENT
OF CHILD SUPPORT SERVICES

AND

SUPERIOR COURT OF CALIFORNIA
COUNTY OF MONTEREY

PLAN OF COOPERATION
Between
Monterey County Department of Child Support Services
And
Superior Court of California, County of Monterey

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1. PURPOSE

Assembly Bill 1058 (AB 1058), signed in 1996, established the Child Support Commissioner and Family Law Facilitator Program. The purpose of this legislatively mandated statewide program is to provide a cost-effective, expedited, and accessible process in the courts for establishing and enforcing child support orders in cases being enforced by local child support agencies. This mandate requires each superior court to have a child support commissioner to hear Title IV-D child support cases and to maintain an Office of the Family Law Facilitator to assist self-represented litigants. Title IV-D of the Social Security Act (42 U.S.C. § 601 et seq.) provides that each state shall establish and enforce support orders when public assistance has been expended or upon request for services by a parent.

AB 1058 provided for streamlined procedures in the courts and dedicated child support staff. The two (2) major elements of the AB 1058 Program are the Child Support Commissioner (CSC) component, and the Family Law Facilitator (FLF) component which were established in each court.

The purpose of this Plan of Cooperation (POC) is to describe the distinct roles and responsibilities to be performed by the local child support agency and the local court as each entity complies with its respective duties under Family Code sections 4250 - 4253 and 10000 – 10015, collectively also known as the AB 1058 Program.

This POC in no way shall abridge or infringe on the separate role of the court in exercising its duties over the application of the law in matters put before the court in individual cases. However, each party agrees to comply with Title IV-D and all implementing federal and state regulations and requirements promulgated thereunder.

2. AUTHORITY

The authority for the parties to enter into this POC is 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 (LCSA) and the Superior Court of California, County of Monterey (Court). LCSA and Court are hereinafter referred to collectively as the “Parties” and individually as “Party”.

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This POC and any amendments 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.

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:
Chris Ruhl, Court Executive Officer
240 Church Street, Salinas, CA 93901

LCSA:
Jo Ellen Holtzworth, Director of Child Support Services
752 La Guardia Street, Salinas, CA 93905

3. STANDARDS FOR PERFORMANCE

Pursuant to 45 CFR § 303.107(b) and 45 CFR § 305.63, and upon adequate grant funding sufficient to meet staffing needs, 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. LCSA Responsibilities

The LCSA 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.

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- 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 and file legal documents, electronically where available, with the court including but not limited to requests for entry of judgment, summonses, and proofs of service.
- 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 are calendared for hearing by the Court's Child Support Commissioner(s).
- 4.1.5. Prepare and submit orders and judgments for signature by the Court's Child Support Commissioner(s).
- 4.1.6. Send electronic versions of data to the Court for those documents that may be electronically filed (e-filed).
- 4.1.7. Assist, where appropriate, the Family Law Facilitator in providing education and training regarding the Title IV-D child support program.

4.2. Court Responsibilities

- 4.2.1. Oversee the selection and appointment of the Court's Child Support Commissioner(s) and Family Law Facilitators. Supervise the Court's Child Support Commissioner(s).
- 4.2.2. Title IV-D child support actions brought before the Court's Child Support Commissioner(s) have priority over other case types pursuant to Family Code section 4252.
- 4.2.3. To the extent permissible by law, Family Code § 7643, and California Rule of Court 2.540, provide LCSA with electronic access to confidential and public records for child and spousal support, parentage, 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 LCSA in Title IV-D cases, including electronic filing where available.

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The time processing standard should not exceed ten (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.

If the Court is unable to meet these timeframes due to circumstances beyond the Court's control, the Court will inform and work with the LCSA to develop a plan to ensure timely filing of child support documents to the extent possible based on the Court's level of grant funding to meet staffing needs.

- 4.2.5. Provide 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;
- a. That the court assigns a hearing date 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 the LCSA or other party to the case.
 - b. The assigned Court dates shall not exceed sixty (60) calendar days from the date of the filing of the moving paper unless an extension is requested by the LCSA or Court.
 - c. If the Court is unable to meet these timeframes due to circumstances beyond the Court's control, the Court will inform and work with the LCSA to develop a plan to ensure more timely hearings in child support cases to the extent possible based on the court's level of grant funding to meet staffing needs.
- 4.2.6. Ensure that the Court's Child Support Commissioner(s), Family Law Facilitators, and support staff, including clerical staff, as appropriate, complete appropriate training as prescribed by the Judicial Council of California. Such training shall include but not be limited to the Child Support Enforcement (CSE) Guideline Calculator practices.
- 4.2.7. Ensure that Court's Child Support Commissioner(s) fully comply with Family Code sections 4056 and 4065 and California Rule of Court 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 the LCSA to a Child Support Commissioner unless the Child Support Commissioner is not available due to exceptional circumstances, as prescribed by California Rule of Court 5.305.

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4.3 Mutual Responsibilities

Both the LCSA and Court agree to:

4.3.1. Collaborate and coordinate with one another to maximize compliance with all Title IV-D/AB 1058 program requirements within available resources provided by the AB 1058 grant to achieve that goal. Such efforts shall include prompt notification and discussion of planned or implemented operational and/or policy changes that affect the internal operations of both parties or of either party, and/or the effectiveness of the AB1058 program. Examples of such changes include case processing operations including the reassignment of courtrooms, relocations of courtrooms within the county, limiting courtroom and commissioner availability, availability of dedicated meet and confer space for Title IV-D Program participants, and changes to the ability of the court to accommodate automation and internet connectivity.

4.3.2. The Court and LCSA 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, automation issues, processing cases within federal and state timeframes, processing cases in accordance with procedures mandated by federal and state laws, federal and state regulations, and statewide rules of court..

In addition to the Court Executive Officer or designee(s), these meetings may include representatives from the Court, including but not limited to the Child Support Commissioner(s), Court Clerks, and court operations, as well as representatives from the LCSA. These meetings may also include, but are 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 peremptory challenge of the Court's Child Support Commissioner(s) by the LCSA. Prior to the LCSA exercising 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.

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Such session shall, at a minimum, include a representative of the LCSA and the Court's Presiding Judge or designee.

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

5. E-FILING

- 5.1. E-filing is the bi-directional file exchange of legal document data between the Court's Case Management System and the DCSS system of record.
- 5.2. Both Parties will support the expansion of e-filing and require the Court to meet with the California Department of Child Support Services, the Court's Case Management System vendor, and the LCSA regularly during implementation, conversion, or expansion.
- 5.3. 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.
- 5.4. Should the Court transition onto a new Case Management System that includes implementation of a family law case type, the Court will work with DCSS and the LCSA to clarify current and future e-filing business practices. The Case Management System must be capable of electronically sending, receiving, filing, stamping, imaging, and returning legal documents. The Case Management System must have the ability to file exchange all mutually agreed upon form sets.
- 5.5. Documents should be processed within ten (10) business days of receipt by the Court unless circumstances not under the Court's control require additional time.

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6. FINANCIAL ARRANGEMENTS

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

Direct and indirect costs incurred by the Court in performance of Title IV-D activities or services, including but not limited to, the provision of IV-D Commissioner(s) and Family Law Facilitators, are already funded under the contract between the California Department of Child Support Services and the Judicial Council of California. **No direct or indirect costs for services or supplies may be claimed or paid under this POC. Government Code section 6103.9 only allows for the Court to claim these costs through their contract(s) with the Judicial Council of California, not through this POC with the LCSA.**

6.2 Exemption from Fees and Reimbursements for Services

Parties acknowledge that the LCSA 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; and,
- Filing fees.

6.3. Audit & Inspection – Reimbursement for Federal Penalties

Each Party shall permit the authorized representative of the other Party, the Judicial Council of California, DCSS, or other appropriate state or federal audit agencies, to inspect and/or audit, at any reasonable time, all data and records relating to 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 each Party's failure to perform the service or comply with the conditions required by this POC and identified by said audit.

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6.4. 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 the deficient performance and shall be submitted within forty-five (45) calendar 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) calendar 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) calendar days from auditor approval of the Corrective Action Plan shall constitute breach of the POC.

7. RECORDS MAINTENANCE & SAFEGUARDING

7.1. Maintain Adequate Records

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

The Court shall maintain the original documents filed with the court by any party in a case under Title IV-D. Original documents may be maintained by the Court in electronic form.

7.2. 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.

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7.2.1. Federal Tax Information

In performance of this POC, the LCSA will take all appropriate actions to ensure that the Court will not be given access to federal tax information or FTI, unless otherwise authorized by statute. However, inadvertent or incidental access to FTI may still occur. It is incumbent upon both the LCSA and the Court to comply with and train 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.

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 (5) 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.

California Rule of Court 1.201 governs who is responsible for redacting court documents.

Timely notification of an unauthorized disclosure of FTI is of the highest importance. The LCSA and the Court shall immediately conduct an internal investigation to determine if FTI was in fact disclosed without authorization. The Court and the LCSA shall immediately, but no later than 24 hours after discovery of a possible unauthorized disclosure involving FTI, contact the California Department of Child Support Services as well as the local court Information Security Officer.

7.2.2. Notice of Security Breach

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

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cooperate with California Department of Child Support Services Information Security Officer and LCSA in investigations of information security incidents.

Contact: (916) 464-5045 and/or info.security@dcss.ca.gov

The LCSA shall notify the Court of any information security breach involving non-public Court information related to this POC, as soon as practicable; but no more than 24 hours after discovery. The notification shall describe the incident in detail. The LCSA shall cooperate with the Court and the Judicial Council of California in investigations of information security incidents.

7.2.3. Notify Officers and Employees of Penalties

It is incumbent upon the Court to inform its 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.

8. DURATION AND RENEWAL OF POC

The terms of this POC shall be effective upon signing of Parties and approval of DCSS and JCC, and shall end on September 30, 2021.

9. 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

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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.

10. 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 to discuss amendment alternatives as described in the Paragraph 11 "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.

11. 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 Court Executive Officer or designee, Director 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.

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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 11.

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 LCSA 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 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 County of Monterey Department of Child Support Services 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.

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Jo Ellen Holtzworth
Director
Monterey County
Department of Child Support Services

Chris Ruhl
Court Executive Officer
Superior Court of California
County of Monterey

Approved:

Approved as to form:

DAVID KILGORE, Director
California Department of
Child Support Services

CHARLENE DEPNER, Director
Center for Families, and the
Judicial Council of California