

PLAN OF COOPERATION

BETWEEN

SAN BERNARDINO COUNTY LOCAL
CHILD SUPPORT AGENCY AND
SUPERIOR COURT OF CALIFORNIA,
COUNTY OF SAN BERNARDINO

PLAN OF COOPERATION
Between
LCSA AND COURT

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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 San Bernardino County Department of Child Support Services (LCSA) and the County of San Bernardino Superior Court of California (Court). LCSA and Court are hereinafter referred to collectively as the “Parties” and individually as “Party”.

This POC and any amendments must be approved by the Director of the California Department of Child Support Services (DCSS Director) pursuant to

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Family Code § 17304(b) and (c) and will be approved as to form by the Judicial Council's AB 1058 Program Manager.

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:

Nancy CS Eberhardt

Court Executive Officer

NEberhardt@sb-court.org

247 West Third Street, 11th Floor

San Bernardino, CA 92415-0302

LCSA:

Marie Girulat, Director, Marie.Girulat@hss.sbcounty.gov

San Bernardino County Department of Child Support Services

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.
- b. Monitoring and managing workflow to minimize intermittent backlogs and/or extraordinary increases in the volume of documents submitted to Court.

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- c. Maintaining sufficient legal staff to make all court appearances on Title IV-D issues.
 - d. Making timely requests for court reporters and/or interpreters for court hearing appearances.
- 4.1. 2. Prepare and file legal documents, electronically where available, with the court.
- 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) when the Commissioner(s) is/are available.
- 4.1.5. Prepare and submit orders and judgments promptly 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.
- 4.1.8. Ensure that case workers and attorneys complete annual training including but not limited to changes to federal and state child support law, rules of evidence, caselaw, the Uniform Interstate Family Support Act (UIFSA), and the calculation of child support using the Child Support Enforcement (CSE) Guideline Calculator.

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. Ensure 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 § 4252.
- 4.2.3. To the extent permissible by law, Family Code § 7643, and California Rules of Court, rule 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.

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- 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.

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 § 666(a)(2), 45 CFR § 303.4, and Family Code § 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, other party to the case, or as otherwise granted or ordered by the Court.
 - 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 as otherwise granted or ordered by the Court.
 - c. In the event of a change to the Court's weekly hearing schedule or weekly calendar which results in more than three (3) "dark" or non-operational court days in a month, the Court shall provide the Local Child Support Agency with a minimum of 30 days' notice. Where the Court is unable to meet this timeframe, due to circumstance beyond the Court's control, the Court shall provide notice as soon as the circumstance is known.
 - d. If the Court is unable to meet these timeframes due to circumstances beyond the Court's control, within thirty (30) calendar days, the Court will inform and work with the LCSA to develop a plan for meeting the timeframes outlined in subsections a and b, above, or in the alternative, agree to different specified timeframes that meet the needs of the program and with which the parties to this agreement can comply.
- 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

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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 §§ 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 the LCSA 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.
- 4.2.9. Provide information regarding access to and availability of the Family Law Facilitator services in the court including but not be limited to; hours of operation, appointment services, and contact details.

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/1058 program operations. Coordination shall include but not be limited to:
 - a. Prompt notification of any planned or implemented changes in case processing operations at the LCSA as a result of special projects, grant funding, or new staff that may impact the court,
 - b. The reassignment of courtrooms, changes in court calendar times, relocations of courtrooms within the county, limiting courtroom and commissioner availability,
 - c. Changes to the availability of dedicated meet and confer space for Title IV-D Program participants,
 - d. Changes to the ability of the court to accommodate automation and internet connectivity,
 - e. The ability of the LCSA and Court to accommodate remote hearings and adopt other mutually beneficial technological advancements, and
 - f. The availability of resources for the Court to provide interpretation services, including whether there are sufficient funds available to provide the service, the availability of interpreters to provide the service in the specific language needed and the process for notifying the Court of the need for interpretation services to reduce continue hearings if the resource is unavailable.

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- 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 San Bernardino County 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 peremptory challenge.

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. Court will invite the LCSA to join with other justice partner agencies and stakeholders during the process of implementation of any new Court Case Management System.
- 5.3. Should the Court transition onto a new Case Management System that includes implementation of a family law case type, the Court will work with the LCSA to clarify current and future e-filing business practices.

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- 5.4. The LCSA shall immediately notify the California Department of Child Support Services when it receives an invitation from the Court during the process of implementation of any new Court Case Management System.
- 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.

6. FINANCIAL ARRANGEMENTS

6.1. Direct or Indirect Costs paid in DCSS/Judicial Council 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 § 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.

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.

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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 § 6103, 42 USC § 654(26), Title 22 CFR §§ 111430 – 111440, and IRS Publication 1075.

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 (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 §§ 7213 and 7213A, Unauthorized Disclosure of Information, and IRC § 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 Rules of Court, rule 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

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in detail. The Court shall 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.

The California Department of Child Support Services 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 California Department of Child Support Services and 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 USC § 552a. Specifically, 5 USC § 552a(i)(1), which is made applicable to the Court by 5 USC § 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

This POC shall be effective upon signing of Parties, approval of the DCSS Director, and approval as to form by the Judicial Council's AB 1058 Program Manager. The initial term of this POC shall be two years or until July 1, 2023, whichever is earlier. This POC shall automatically renew for an additional two-year term, until and unless it is expressly superseded by a future POC. The POC will not renew if a change is requested by either party by January 30 of the renewal year.

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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 to the final approval of the DCSS Director and the approval as to form by the AB 1058 Program Manager.

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 DCSS Director and approved as to form by the Judicial Council's AB 1058 Program Manager.

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 DCSS Director and the Judicial Council's AB 1058 Program Manager 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, DCSS Director 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 DCSS Director and approved as to form by the Judicial Council's AB 1058 Program Manager, 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.

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15. AUTHORIZATION

We the undersigned, as authorized representatives of the San Bernardino County Department of Child Support Services and the Superior Court of California, County of San Bernardino, 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.

Marie Girulat
Director
Child Support Services Department
San Bernardino County

Nancy CS Eberhardt
Court Executive Officer
Superior Court of California
County of San Bernardino

Approved:

Approved as to form:

DAVID KILGORE, Director
California Department of
Child Support Services

ANNA L. MAVES, Director
AB 1058 Program Manager
Center for Families, Children and the
Courts
Judicial Council of California