

**PLAN OF COOPERATION
BETWEEN
SANTA BARBARA COUNTY CHILD
SUPPORT SERVICES
AND
SANTA BARBARA SUPERIOR COURT**

PLAN OF COOPERATION
Between
SBCSS AND SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA BARBARA

Table of Contents

1. AUTHORITY	3
1.1 POC Notices and Contacts	3
2. PURPOSE	4
3. STANDARDS FOR PERFORMANCE	4
4. RESPONSIBILITIES	4
4.1. SBCSS Responsibilities	4
4.2. Court Responsibilities	5
4.3 Mutual Responsibilities	6
5. FINANCIAL ARRANGEMENTS	8
5.1. Direct or Indirect Costs paid in DCSS/JCC Contract	8
5.2 Exemption from Fees and Reimbursements for Services	8
5.3. Audit & Inspection – Reimbursement for Federal Penalties	8
5.3.1. Corrective Action Plan	9
6. RECORDS MAINTENANCE & SAFEGUARDING	9
6.1. Maintain Adequate Records	9
6.2. Information Security and Data Protection	9
6.2.1. Federal Tax Information	10
6.2.2. Notice of Security Breach	10
6.2.3. Notify Officers and Employees of Penalties	10
7. DURATION AND RENEWAL OF POC	11
8. ENTIRE AGREEMENT	11
9. AMENDMENT	11
10. DISPUTE RESOLUTION	12
11. WAIVER	12
12. TERMINATION	12
13. SEVERABILITY	13
14. COUNTERPARTS	13
15. AUTHORIZATION	13

PLAN OF COOPERATION
Between
SBCSS AND SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA BARBARA

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 Santa Barbara County Child Support Services (SBCSS) and the Superior Court of California, County of Santa Barbara (Court). SBCSS 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:
Darrel E. Parker, Court Executive Officer
1100 Anacapa Street
Santa Barbara, CA 93101

SBCSS
Carrie Topliffe, Director
4 East Carrillo Street
Santa Barbara, CA 93101

PLAN OF COOPERATION
Between
SBCSS AND SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA BARBARA

2. PURPOSE

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

- Assisting the Court and SBCSS to perform the duties as enumerated in the California Code of Civil Procedure section 259 and California Family Code section 4251(d);
- 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 SBCSS 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. SBCSS Responsibilities

The SBCSS 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.

PLAN OF COOPERATION
Between
SBCSS AND SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA BARBARA

- 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.
- 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 SBCSS.

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).
 - 4.2.1.1. Ensure that Title IV-D child support actions brought before the Court's Child Support Commissioner(s) by SBCSS have priority over actions brought by other persons pursuant to Family Code section 4252.
 - 4.2.1.2. To the extent available, provide SBCSS 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.
 - 4.2.1.3. Work with the local child support agency to develop and implement filing and processing standards for all documents filed with the Court by the SBCSS 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 approved by the Court. Should court be unable to meet these timeframes due to circumstances beyond the Court's control, the court will inform and work with the SBCSS to develop a plan to ensure timely filing of child support documents.

PLAN OF COOPERATION
Between
SBCSS AND SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA BARBARA

- 4.2.4 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 SBCSS. Should courts be unable to meet these timeframes due to circumstances beyond the Court's control, the court will inform and work with the SBCSS to develop a plan to ensure timely hearings in child support cases.
- 4.2.5. Make good faith efforts to 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.
- 4.2.6 Ensure that Court's Child Support Commissioner fully comply with Family Code Sections 4055 and 4065 and California Rules of Court Rule 5.260(b) by entering explanations for deviations from guideline calculations into the case record.
- 4.2.7. Court shall refer all Title IV-D actions or proceedings filed by any party or attorney other than SBCSS 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 SBCSS 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 SBCSS 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 SBCSS. These meetings may also include, but not required to include, the Family Law Facilitator, the private bar, defense

PLAN OF COOPERATION
Between
SBCSS AND SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA BARBARA

counsel, representatives of other County of Santa Barbara 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 SBCSS. 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 SBCSS, the Court's Child Support Commissioner, the Court's Presiding Judge and 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.

- 1. 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.
- 2. 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 SBCSS and Court should 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 SBCSS to create efficiencies through the use of technology including minimum standards for e-filing including:

When technologically feasible and mutually agreed upon by SBCSS and the Court, bi-Directional file exchange of data between the local courts and the SBCSSs 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.

PLAN OF COOPERATION
Between
SBCSS AND SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA BARBARA

The Court shall confer with the DCSS or the SBCSS 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 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 SBCSS.**

5.2 Exemption from Fees and Reimbursements for Services

Parties acknowledge that SBCSS 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

PLAN OF COOPERATION
Between
SBCSS AND SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA BARBARA

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 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 SBCSS 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

PLAN OF COOPERATION
Between
SBCSS AND SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA BARBARA

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.

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 SBCSS and California Department of Child Support Services Information Security Officer at: Securityincidents@dcss.ca.gov
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

Each Party shall notify the other Party and California Department of Child Support Services Information Security Officer at: Securityincidents@dcss.ca.gov of any information security breach involving SBCSS information, other than FTI, as soon as practical; but no more than one (1) court day after discovery. The notification shall describe the incident in detail. The Parties shall cooperate with each other or their designee 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

PLAN OF COOPERATION
Between
SBCSS AND SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA BARBARA

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

7.1. The term of this POC shall be one and one-half (1-1/2) years commencing on January 1, 2016; and shall continue for a term 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 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.

PLAN OF COOPERATION
Between
SBCSS AND SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA BARBARA

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 below 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 of the California Department of Child Support Services and the Judicial Council's AB 1058 Program Manager to assist in reaching an agreeable resolution between the Parties.

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

PLAN OF COOPERATION
Between
SBCSS AND SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA BARBARA

services to the Title IV-D program services and allow the SBCSS 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 Santa Barbara Child Support Services Department and the Superior Court of California, County of County of Santa Barbara, 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.

PLAN OF COOPERATION
Between
SBCSS AND SUPERIOR COURT OF CALIFORNIA, COUNTY OF SANTA BARBARA

Carrie Topliffe, Director
Child Support Services Department
County of Santa Barbara



Darrel E. Parker, CEO
Superior Court of California
County of Santa Barbara

Approved as to Form:



Michael C. Ghizzoni, County Counsel

Approved:

ALISHA GRIFFIN, Director
California Department of
Child Support Services

Approved as to form:

Diane Nunn, Director
Center for Families, Children and the
Courts
Judicial Council of California