

**PLAN OF COOPERATION BETWEEN
SUPERIOR COURT OF TULARE COUNTY/FAMILY LAW FACILITATOR AND
TULARE COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES**

I.

PURPOSE

This Plan of Cooperation (POC) between the Tulare County Department of Child Support Services and the Tulare County Superior Court/Family Law Facilitator is a joint commitment between both programs to promote child support services and provide procedural assistance to customers who are representing themselves in Family Court.

The goal of this POC is to accomplish the following:

1. Maximize customer service by lessening travel time for customers between offices.
2. Develop a procedure for referring eligible customers to the Family Law Facilitator.

II.

BACKGROUND

The Tulare County Department of Child Support Services and the Tulare County Superior Court/Family Law Facilitator continue to collaborate on ways to maximize the customer service experience to meet the needs of the children of Tulare County.

III.

INFORMATION SERVICES

To provide the opportunity for our joint customers to exchange information about each other's programs.

IV.

OUTREACH

Obtain and display information on each other's programs (bilingual brochures, etc.) in order to inform the customers of program services.

V.

REVIEW

Authorized representatives of each party will meet periodically to review and update this agreement.

VI.

STAFFING

The position of Family Law Facilitator shall be provided by, and under the supervision of, the Superior Court. It is the intent of the Superior Court that the Facilitator or delegate be present at the offices of TCDCSS approximately 20 hours per week. This schedule, however, may be adjusted as circumstances dictate.

VII.

SECURITY

Because the Tulare County Department of Child Support Services is housed in secured buildings, standard security protocol will be followed in accordance with state and local guidelines and regulations. In addition to building security, information located at the Tulare County Department of Child Support Services buildings is considered to be confidential and as such, must be treated in accordance with federal, state, and local guidelines, regulations and laws. At no time will any member of the Courts or Family Law Facilitator divulge information obtained intentionally, inadvertently or incidentally to anyone who does not have the authority to receive said information.

In performance of this contract, the Contractor (the Tulare County Superior Court/Family Law Facilitator) will not be given access to federal tax information (FTI). However, inadvertent or incidental access to FTI may occur. It is incumbent upon the contractor to inform its officers and employees of the provisions of IRC Sections 7213 and 7213A Unauthorized Disclosure of Information and inspection of return information and IRC Section 7431 Civil Damages for Unauthorized Inspection

or 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 inform 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.

Additionally, it is incumbent upon the contractor to inform its officers and employees of the penalties for improper 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 contractors by 5 U.S.C. 552a(m)(1), provides that any officer or employee of a contractor, 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 and fined not more than \$5,000.

Timely notification of an unauthorized disclosure of FTI is the most important factor. The contractor will immediately, but no later than 24 hours, contact the agency upon identification of a possible issue involving FTI. The contractor should not wait to conduct an internal investigation to determine if FTI was involved.

VIII.

ACCOMMODATIONS

All reasonable efforts will be made to accommodate the needs of the Family Law Facilitator to achieve the desired goals noted above. The accommodations shall include, but not be limited to, a satellite office in the Visalia office of the Tulare County Department of Child Support Services. This accommodation may

expand to include additional satellite offices as circumstances permit upon mutual written consent. Any such change in accommodation shall require each party to approve the desired change in writing at least thirty days prior to the date of change.

IX.

EQUIPMENT

Superior Court shall provide any required equipment and support of said equipment unless other arrangements are mutually agreed upon.

X.

INDEMNITY PROVISION

The parties shall each hold harmless, defend and indemnify the other party, its agents, officers and employees from and against any liability, claims, actions, costs, damages or losses of any kind, including death or injury to any person and/or damage to property, including Tulare County property, arising from, or in connection with, their performance under this POC. This indemnification specifically includes, but is not limited to, any claim alleging civil rights violations under Government Code sections 12920 et seq. (California Fair Employment and Housing Act). This indemnification obligation shall continue beyond the term of this POC as to any acts or omissions under this POC.

XI.

DURATION

This POC shall begin August 1, 2016 and shall remain in place until July 31, 2019, or until this POC is terminated as noted below, whichever occurs first.

XII.

TERMINATION

This POC may be terminated at any time provided one party advises the other in writing of their intent at least thirty days prior to the actual termination date.

XIII.

EXHIBITS AND RECITALS

The Recitals and the Exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

IN WITNESS THEREOF, the parties hereto have executed this agreement on the terms contained within it and agreed upon, as of this date and year.

CHAIRMAN OF THE BOARD OF
SUPERVISORS
TULARE COUNTY
VISALIA, CALIFORNIA

LARAYNE CLEEK,
COURT EXECUTIVE OFFICER
TULARE COUNTY SUPERIOR COURT/
FAMILY LAW FACILITATOR
VISALIA, CALIFORNIA

BY: _____

BY: Larayne Cleek

Date: _____

Date: 12-23-16

APPROVE AS TO FORM:
COUNTY COUNSEL
BY [Signature]
DEPUTY 2016793