

**PLAN OF COOPERATION BETWEEN
SUPERIOR COURT OF TULARE COUNTY AND
TULARE COUNTY DEPARTMENT OF CHILD SUPPORT SERVICES**

I.

PURPOSE

The following Plan of Cooperation is entered into between the Tulare County Superior Court (hereinafter referred to as "Court") and the Tulare County Department of Child Support Services (hereinafter referred to as "TCD CSS") for the coordination of their respective efforts and delineation of responsibilities in relation to the Child Support Enforcement Program under Title IV-D of the Social Security Act. The purpose of this plan is to establish responsibilities for ensuring compliance with time frames for case processing as established by federal and state laws and regulations.

II.

CONFIDENTIALITY

Both the Court and the TCD CSS shall comply with federal and state laws and regulations concerning safeguarding of information. (See California Family Code §17212 and 45 C.F.R. §303.21.) No information that identifies any applicant or recipient of public assistance by name or address shall be disclosed to any individual, group, committee or legislative body.

III.

STANDARDS

The parties to this Plan of Cooperation agree to comply with Title IV-D of the Social Security Act, its implementing regulations, and all federal and state laws and regulations promulgated there under. The parties to this agreement shall maintain an

organizational structure and sufficient staff to ensure compliance with the time frames for which they are responsible under this plan and with the requirements under federal and state laws and regulations.

IV.

RESPONSIBILITIES

TCDCSS may, as provided by federal and state law, enter into cooperative agreement with other county departments as necessary to carry out their responsibilities under this plan. When such a delegation of duties is made, TCDCSS shall be responsible and accountable for the execution of such duties within the county and shall ensure all such functions are being carried out properly, efficiently, and effectively.

TCDCSS shall have the following responsibilities:

1. Prepare legal documents relating to the functions to be performed by the Court and forward them to the appropriate destination;
2. Maintain appropriate records to ensure that cases are being processed in accordance with federal and state mandated case processing requirements;
3. Maintain a system to track cases, and action with cases, for compliance with case processing standards mandated by federal and state laws and regulations, and advise the Court of any lapses in meeting the time frames set by those standards;
4. Obtain dates from Court Clerk's Office and calendar all hearings for the TCDCSS Child Support Enforcement unit that are to be heard by the Child Support Commissioner;
5. Prepare all pertinent orders and judgments. Obtain signatures of child support

commissioner, file-mark and conform copies, and make appropriate distribution. As long as a remote Court Clerk's Office continues to exist within the TDCCSS facilities, either in Visalia or Porterville, TDCCSS shall be responsible for the recruitment and supervision of personnel and for the payment of all costs related to the personnel, training of personnel, equipment and facilities of said office;

6. The Supervising Legal Clerk, who will report to the TDCCSS Program Manager, will ensure performance and production standards and maintenance of compliance time frames and will supervise the personnel of the TDCCSS remote Court Clerk's Office; and
7. The Supervising Legal Clerk for the TDCCSS remote Court Clerk's Office shall cooperate with the Deputy Clerk Administrator of the Court to assure security of Court documents and files.

The Court shall have the following responsibilities:

1. Oversee the selection and appointment of the Child Support Commissioner(s).
Supervise and ensure that the commissioner performs the duties as enumerated in the California Code of Civil Procedure §259 and California Family Code §4251 (d);
2. Ensure that support actions brought before the Child Support Commissioner by TDCCSS have priority over actions brought by other persons pursuant to California Family Code §4252;
3. As to orders and judgments sought from the Court, the Clerk of the Superior Court shall file and process all pleadings and other legal documents, including

moving and responding papers, submitted by TCDCCS or by other parties on Title IV-D cases, within five (5) working days of receipt or immediately upon request; as to UIFSA filings, within ten (10) working days; as to OSC/TROs filed by parties regarding custody/visitation issues, within two (2) working days. The Court Clerk's Office shall attach files to each document submitted to the Court for consideration. Provide sufficient court calendar time to meet TCDCCS case processing needs and federal and state case processing time frames; ensure that case processing time frames are met in accordance with all federal and state laws and regulations; and within the limits of funding, ensure an appropriate level of staff to assist the Child Support Commissioner in the performance of his/her duties;

4. Ensure that the Child Support Commissioner and support staff, including clerical staff, receive appropriate training as prescribed by the Judicial Council;
5. Cooperate and coordinate with TCDCCS in order to facilitate the objective of this Plan of Cooperation, including providing TCDCCS with information regarding changes in the Court's case processing operations, including copies of internal memoranda that affect case processing operations and inform the TCDCCS Office as to training opportunities also available to Superior Court Clerks.
6. The Court shall provide direction as to legal and procedural law issues related to the Court Clerk functions of the TCDCCS remote Court Clerk's Office.

Both the Court and TCDCCS shall have the following responsibilities:

1. The Court and TCDCCS shall meet at least quarterly to discuss issues of mutual

interest and concern that may arise in connection with handling Title IV-D cases, including but not limited to, processing cases within federal and state time frames and processing cases in accordance with procedures mandated to federal law, state law, and statewide Rules of Court. These meetings may include representatives of the Family Law Facilitator's office, the private bar, the Public Defender, other county departments, and others as appropriate on either an ad hoc or regular basis.

2. Every reasonable effort should be made to avoid a blanket peremptory challenge of the Child Support Commissioner by TCDCCS. At least five (5) to ten (10) working days before the exercising of such a blanket challenge, at least one (1) meet and confer session shall be convened in an attempt to resolve the issues giving rise to the possible blanket challenge. Any such session shall include, at a minimum, a representative of TCDCCS, the Child Support Commissioner, and the presiding judicial officer. Representatives of the court executive office, other county departments, the Administrative Office of the Courts, 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.
3. The Court will hold quarterly meetings with the personnel of the TCDCCS Court Clerk's Office. The Deputy Clerk Administrator or his/her designee shall participate in these meetings. The Court will cooperate with TCDCCS to ensure that clerk personnel are adequately trained.
4. The Court will adhere to an agreed-upon records management system, in

conjunction with files stored at Jack & Jeff Records Management, 600 E. Mineral King Ave., Visalia. CA 93292. The Court will not require TCDCCS to provide same day file retrieval service or Tuesday or Thursday file retrieval service on any Court calendared item, including but not limited to, a bench warrant, contempt, order to show cause, "also" files, and files on calendar (principal matter before the Court). Files needed on a "Return on Bench Warrant" that are in storage will not be pulled for an appearance on the return. TCDCCS Superior Court clerks will pull files for the next hearing based on the continued calendar. The Court will maintain files pulled from storage for any continued hearing. The Court will not consolidate TCDCCS cases into Family Law files that are in storage at Jack & Jeff Records Management, 600 E. Mineral Ave., Visalia, CA 93292.

ADDITIONAL TERMS

It is agreed that it is in the best interests of the recipients of Title IV-D program services for the Court and TCDCCS to meet and discuss changes in business practices, in order to create collaboration that will ensure the enhancement of Title IV-D services to the citizens of Tulare County.

It is agreed that it is in the best interests of the recipients of Title IV-D program services and the public interest that shared Information Technology systems work effectively and efficiently. In order to facilitate effective and efficient shared Information Technology systems, representatives of the Courts IT and TCDCCS IT providers will meet at least quarterly to share information and address any concerns in this area.

In order to facilitate this Plan of Cooperation and to best serve the public interest,

the parties agree that at all times all TDCCSS staff (attorneys, program managers, and staff) and all Court staff (judicial officers, administrators, and staff) will treat each other with professional courtesy and respect. Both TDCCSS and the Court agree that their respective staffs will receive adequate training to assure that the workflow in the courtroom is accomplished efficiently and in the interest of providing quality customer service during the judicial process.

It is agreed that TDCCSS or the local child support agency is exempt from payment of any fees or reimbursement for services, including but not limited to, fees for providing certified or non-certified copies of documents and filing fees, in any action or proceeding brought for the establishment of child support obligation or the enforcement of child or spousal support obligation.

As to the funding and staffing of the remote Court Clerk's Office at TDCCSS, should TDCCSS determine that they will no longer fund or operate this office as stated under Term IV, TDCCSS Responsibilities, it is agreed that a ninety (90) calendar days written notice will be given to the Court, to allow the Court sufficient time to seek additional funding from the Administrative Office of the Courts, to sufficiently fund and operate a Court Clerk's Office, in order to meet the necessary timelines and criteria for filing and processing of all pleadings and other legal documents.

TDCCSS intends to improve the processes and shorten the time for establishment of child support orders. Further, TDCCSS intends to develop for some cases, as needed, an expedited process and standards for the establishment of child support orders. The Court agrees to cooperate reasonably with the improvement of processes and development and implementation of expedited process standards.

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 Plan of Cooperation. In addition, each party agrees to pay the other the amount of the state's liability to the federal government that results from the party's failure to perform a service or comply with the conditions required by this plan and identified by said audit.

Each party shall permit the authorized representative of the county or its designee 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 agreement.

Should either party be found deficient in any aspects of performance under the plan or fail to perform under the agreed standards, the deficient party will have the responsibility of submitting a proposed corrective action plan to the other party and the Judicial Council.

Neither the Court nor TCDCSS shall bind the other monetarily.

The Court and TCDCSS shall agree upon any operational changes prior to implementation in the remote Court Clerk's Office. The Court or TCDCSS shall give the other at least sixty (60) days notice in writing of any proposed or pending changes affecting the operations of the remote Court Clerk's Office. The Court and TCDCSS agree to meet and confer regarding any such proposed or pending changes or actions.

V.

DURATION

The Plan of Cooperation shall become effective August 1, 2007 and shall be in effect until July 31, 2010. Amendments to this Plan may be made at any time upon written

mutual consent.

VI.

GENERAL PROVISIONS

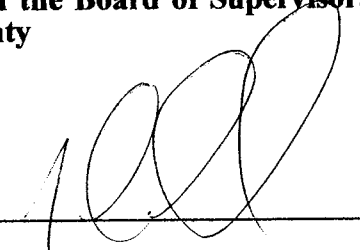
All records and documentation shall be maintained in accordance with federal and state requirements and shall be made available to federal and state personnel for the purpose of conducting audits of the Support Enforcement Program. The contracting party is responsible for safeguarding all information in accordance with U.S. Code of Federal Regulations (45 C.F.R. §303.21, 45 C.F.R. §303.70), 26 United States Code §6013(p)(4), and California Family Code §17212.

**For the Tulare County Department of
Child Support Services:**

Dated: _____

**Chairman of the Board of Supervisors
Tulare County**

Dated: 3/23/07



**Joseph A. Kalashian, Presiding Judge
Tulare County Superior Court**

Approved as to Form:

Dated: 3/21/2007



County Counsel