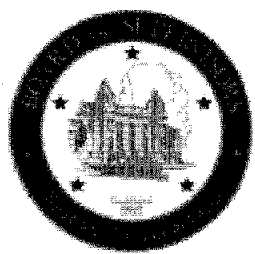


707



SUBMITTAL TO THE BOARD OF SUPERVISORS COUNTY OF RIVERSIDE, STATE OF CALIFORNIA

FROM: Department of Child Support Services

SUBMITTAL DATE: July 30, 2010

SUBJECT: Approval of standard Plan of Cooperation with Superior Court, County of Riverside

RECOMMENDED MOTION:

That the Board of Supervisors: 1) Approve the Plan of Cooperation with the Superior Court, 2) Authorize the Director of Child Support Services to sign the Plan of Cooperation on behalf of the County of Riverside.

BACKGROUND:

The standard triennial Plan of Cooperation required by the California Department of Child Support Services between the County DCSS and the Superior Court for mutual provision by both agencies of federal and State mandated services, - continued on page 2

X *[Signature]*
John Replogle, Director

FORM APPROVED COUNTY COUNSEL
BY: *[Signature]* 10/27/10
ERIC STOPHER DATE
Departmental Concurrence

FINANCIAL DATA	Current F.Y. Total Cost:	\$0	In Current Year Budget:	<input type="checkbox"/>	<input type="checkbox"/>
	Current F.Y. Net County Cost:	\$0	Budget Adjustment:	<input type="checkbox"/>	<input type="checkbox"/>
	Annual Net County Cost:	\$0	For Fiscal year:	FY 2010/11 - 2012/13	

SOURCE OF FUNDS:	Position To Be Deleted Per A-30	<input type="checkbox"/>
	Requires 4/5 Vote	<input type="checkbox"/>

C.E.O. RECOMMENDATION: APPROVE

County Executive Office Signature BY: *[Signature]*
Elizabeth J. Olson

(FOR THE BOARD MINUTES ONLY)

Policy
Policy

Consent
Consent

Dep't Recomm.:
Per Exec. Ofc.:

Prev. Agn. Ref.: 3.4 6/24/08

District: 211

Agenda Number:

3.14

ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

will now extend without change over three federal fiscal years through FFY 2013, subject to later further written renewal or extension. The Plan of Cooperation has been approved as to form by County Counsel.



**PLAN OF COOPERATION BETWEEN THE RIVERSIDE COUNTY
DEPARTMENT OF CHILD SUPPORT SERVICES
AND THE SUPERIOR COURT OF CALIFORNIA, COUNTY OF RIVERSIDE**

I.

PURPOSE

The following Plan of Cooperation (hereafter Plan) is entered into between the Superior Court of California, County of Riverside (hereafter Court) and the Riverside County Department of Child Support Services (hereafter DCSS) and sets forth the terms and conditions of the Plan reached between DCSS and the Court 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 (collectively, "Parties" and each a "Party"). The purpose of this Plan is to set forth the responsibilities that the parties have agreed to for ensuring compliance with the time frames for case-processing as established by state and federal laws and regulations. As used throughout this Plan, the term "local child support agency," means the Riverside County Department of Child Support Services, created pursuant to Family Code section 17304 and changed with the responsibility for Title IV-D cases.

II.

CONFIDENTIALITY

Both the Court and DCSS shall comply with state and federal laws and regulations concerning safeguarding of information. (26 United States Code (USC), §6103 (p)(4); 42 USC, §654(26); 45 Code of Federal Regulations (CFR), §303.70; FC, §17212; and Welfare and Institutions Code (W&IC), §10850). No information that identifies any applicant or recipient of public assistance by name or address shall be disclosed to any committee or legislative body.

The confidentiality provisions of 26 USC, §6103 (Requests by the State Parent Locator Service for information), FC, § 17212 (Privacy rights; Confidentiality of Records); W&IC, §10850 (Confidentiality, rules and regulations; violations; disclosure of confidential information) and 22 California Code of Regulations (CCR), §111430 and 111440 (Safeguarding and Confidentiality of Child and Spousal Support Information and Disclosure of Information) are hereby incorporated by reference as if fully set forth herein.

III.

STANDARDS

The parties to this Plan shall comply with Title IV-D of the Social Security Act, its implementing regulations, and all federal and state regulations and requirements promulgated thereunder. The parties to this Plan 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 state and federal law.

IV

RESPONSIBILITIES

DCSS may, as provided by federal law, enter into cooperative Plans with other county departments as necessary to carry out their responsibilities under this plan. When such a delegation of duties is made, the DCSS 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.

DCSS 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 the state and federally mandated case processing requirements.
3. Maintain a system to track cases, and actions within cases, for compliance with case processing standards mandated by state and federal law and regulations, and advise the Court and the Court's Executive Office of any lapses in meeting the time frames set by those standards.
4. Calendar all hearings for DCSS that are to be heard by a child support commissioner.
5. Prepare all pertinent orders and judgments and obtain signatures of the child support commissioner.
6. Provide the Court with assistance that will commensurate with the increase in filings and processing of pleadings and other legal documents, including summons and complaints, moving and responding papers, judgments and orders entered by default or stipulation, submitted by DCSS or by other parties on Title IV-D cases.

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(s) performs the duties as enumerated in the California Code of Civil Procedure section 259 and California Family Code section 4251(d).
2. Ensure that support actions brought before a child support commissioner by DCSS have priority over actions brought by other persons pursuant to California Family Code section 4252(a).
3. Ensure that case-processing time frames are met in accordance with all state and federal law and regulations.
4. File and process pleadings and other legal documents, including summons and complaints, moving and responding papers, judgments and orders entered by default or stipulation, submitted by DCSS or by other parties on Title IV-D cases, typically within five to ten business days of receipt or immediately if upon request. Summons and complaints will be file-stamped with the date of actual receipt.
5. Provide sufficient court calendar time to meet federal and state case processing time frames; specifically, hearings shall be calendared within three business days of filing moving papers that require a hearing.
6. Ensure that all orders to show cause or motions for all matters including temporary support are calendared using blocks of court days reserved for DCSS, and that temporary support orders are issued when satisfactory evidence is presented and good cause is shown.
7. Cooperate with DCSS in the development and implementation of new forms and procedures and the revision of existing forms and procedures to the benefit of the parties;
8. Within the limits of funding, ensure an appropriate level of staff to assist the child support commissioner(s) in the performance of their duties.
9. Ensure that the child support commissioner(s) and support staff, including clerk staff, received appropriate training as prescribed by the Judicial Council.
10. To execute amendments to this Plan whenever necessary to reflect new or revised federal statutes or regulations or material change in any phase of State law, organization, policy or State or local agency operation or organization.

11. Ensure that the local child support agency shall be exempt from the 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 a child support obligation or the enforcement of a child or spousal support obligation.
12. The Court shall refer all Title IV-D actions or proceedings filed by any party or attorney, other than DCSS, to a child support commissioner unless a child support commissioner is not available due to exceptional circumstances, as prescribed by California Rules of Court, Rule 5.305.

Both the Court and DCSS shall have the following responsibilities:

1. The Court and DCSS representatives shall meet together on an as needed basis and 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 by federal law, state law, and statewide rules of court. These meetings may include representatives of DCSS, the family law facilitator's office, the private bar, the public defender's office, 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 a child support commissioner by DCSS. At least ten days before the exercising of such 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 challenge. Any such session shall at a minimum include a representative of DCSS, the child support commissioner, and the presiding judicial officer and/or their representative. 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. Cooperate and coordinate with each other in order to facilitate the objectives of this Plan, including providing each other with information regarding changes in the case-processing operations, including copies of internal memoranda that affect case-processing operations.

V.

ADDITIONAL TERMS

Each party accepts responsibility for receiving, replying to, and/or complying with any audit by appropriate state and federal audit agencies that directly relates to the services to be performed under this Plan. In addition, each party agrees to pay the other the amount of the State's Liability to the Federal Government that results from that party's failure to perform the service or comply with the conditions required by this Plan and identified by said audit.

Each party shall permit the authorized representative of the other party, Judicial Council, California Department of Child Support Services or other State and Federal audit agency 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 Plan.

Should either party be found deficient in any aspects of performance under the Plan or fails 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. The corrective action plan shall identify specific action to be taken to correct the deficient performance and shall be submitted within 45 days after notification of deficiencies by the other party and/or the Judicial Council.

VI.

DURATION

This Plan shall become effective October 1, 2010 through September 30, 2013.

VII.

AMENDMENTS

Amendments by either party to this Plan may be made at any time if the Amendment is in writing, signed by the parties and approved as required.

VIII.

GENERAL PROVISIONS

All records and documentation shall be maintained in accordance with federal and state requirements and shall be made available to state and federal personnel for the purpose of conducting audits of the support enforcement program. The contracting parties are responsible for safeguarding all information in accordance with U.S. Code of Federal Regulations (45 C.F.R. § 303.70); 42 U.S.C. 654(26); 26 U.S.C. 6103(p)(4); Family Code section 17212; Welfare and Institutions Code 11478.1; and 22 CCR §111220(a)(7).

IX.

TERMINATION

Either party may terminate this Plan by giving written notice thirty (30) days prior to the effective date of such termination.

X.

COUNTERPARTS

This Plan may be signed in two or more counterparts. When at least one such counterpart has been signed by each party, this Plan 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 Plan.

XI.

NOTICES

All notices provided for or permitted to be given to this Plan must be in writing and shall be properly given and effective when personally served or sent by first class U.S. mail with postage prepaid. The effective date of any such mailed notice shall commence from the 3rd day of deposit in the U. S. mail.

Court:

Sherri R. Carter, Court Executive Officer
Superior Court of California, County of
Riverside
4050 Main Street, 1st Floor
Riverside, CA 92501

**Department of Child Support
Services:**

John Repogle, Director
Riverside County Department of Child
Support Services
2041 Iowa Avenue
Riverside, CA 92507

XII.

ENTIRE PLAN

This Plan constitutes the final, complete, and exclusive statement of the terms between the parties pertaining to the subject matter of the Plan and supersedes all prior Plans.

XIII.

SEVERABILITY

If any provision of the Plan is held by the court to be invalid, void or unenforceable, the remaining provisions shall continue in full force without being impaired or invalidated.

DATED: _____
JOHN REPLOGLE
Director, Riverside County
Department of Child Support Services

DATED: 9-17-10 _____

SHERRI R. CARTER
Court Executive Officer, Superior
Court of California, County of Riverside

Approved: _____
Department of Child Support Services
State of California