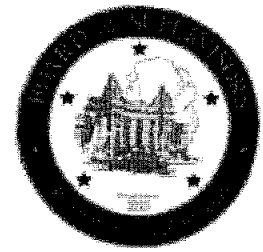


**SUBMITTAL TO THE BOARD OF SUPERVISORS  
COUNTY OF RIVERSIDE, STATE OF CALIFORNIA**

708



**FROM:** Department of Child Support Services

**SUBMITTAL DATE:** July 30, 2010

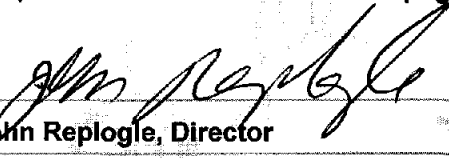
**SUBJECT:** Approval of standard Plan of Cooperation with Superior Court-Clerk's Office, County of Riverside

**RECOMMENDED MOTION:**

That the Board of Supervisors: 1) Approve the Plan of Cooperation with the Superior Court-Clerk's office, 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-Clerk's Office for mutual provision by both agencies of federal and State mandated services, -continued on page 2

X   
John Replogle, Director

<b>FINANCIAL DATA</b>	Current F.Y. Total Cost:	\$ 200,000	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 -	

<b>SOURCE OF FUNDS:</b> 100% State Reimbursement	Position To Be Deleted Per A-30 <input type="checkbox"/>
	Requires 4/5 Vote <input type="checkbox"/>

**C.E.O. RECOMMENDATION:** APPROVE

BY:   
County Executive Office Signature Elizabeth J. Olson

(FOR THE BOARD MINUTES ONLY)

FORM APPROVED BY COUNTY COUNSEL  
 BY: ERIC STORHEL  
 DATE: 8/2/10  
 Departmental Concurrence

Policy  Policy   
 Consent  Consent   
 Dept't Recomm.:  Per Exec. Ofc.:

Prev. Agn. Ref.: 3.5 6/24/08 District: *all*  
 ATTACHMENTS FILED WITH THE CLERK OF THE BOARD

Agenda Number: **3.15**

**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 Riverside County Department of Child Support Services (hereafter DCSS) and the Superior Court of California, County of Riverside (hereafter Court) for the coordination of the parties respective efforts and delineation of responsibilities relating to the Title IV-D program (collectively, "Parties" and each a "Party"). The purpose of this Plan is to establish responsibilities and guidelines for the reimbursement of the costs of the Court's clerk's office in processing IV-D child support enforcement program legal documents and for an effective program for the securing of financial support for minor children, including, but not limited to, identification and location of absent parents, determination of paternity of children born out of wedlock, determination of the absent parent's ability to support their minor children, establishment of support obligations and enforcement of support obligations.

**II**

**CONFIDENTIALITY**

The use or disclosure of information concerning applicants and recipients will be limited to purposes directly connected with the administration of the State Plan for establishing paternity and establishing, enforcing, and modifying child support obligations pursuant to federal and State laws and regulations. This includes, but is not necessarily limited to, the release of information obtained in connection with establishing eligibility; determining amounts of assistance; identifying and locating putative or deserting parents; establishing paternity; enforcing support obligation; investigating welfare fraud; and any investigation, prosecution or criminal or civil proceeding, conducted in connection with the administration of the State Plan. No information which identifies any applicant or recipient of public assistance by name or address shall be disclosed to any committee or legislative body. (26 United States Code (USC), §6103 (p)(4); 42 USC, §654(26); 45 Code of Federal Regulations (CFR), §303.70; Title 22 California Code of Regulation §111430 & 111440; Family Code §17212; Welfare and Institutions Code (W&IC), §10850).

**III**

**STANDARDS**

The parties to this Plan shall maintain an organizational structure and sufficient staff to administer and supervise all of the functions for which they are responsible under the State Plan or this Plan. In addition, the parties must meet the standards for program operations in accordance with 45 CFR 302 and 45 CFR 303.

## IV

### RESPONSIBILITIES

The DCSS may enter into cooperative arrangements with other county departments as necessary to carry out the responsibilities imposed by the State Plan. When such a delegation of duties is made, DCSS shall be responsible and accountable for the execution of such duties within the county, and shall review, quarterly, for compliance by those departments to ensure that all such functions are being carried out properly, efficiently, and effectively.

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

The DCSS shall have the following responsibilities:

- (1) To maintain internal records of documents forwarded to the Clerk of the Court and to the Civil, Appellate, Criminal, Probate, Family Law filing sections and documents returned by the Clerk of the Court and the Civil, Appellate, Criminal, Probate and Family Law filing sections.
- (2) To cooperate and coordinate efforts with the Clerk of the Court including as necessary, the provision of necessary and pertinent information as outlined in section I, including information received under 45 CFR part 235.70, in order to facilitate the objectives of this Plan.
- (3) To reimburse the Court quarterly for appropriate costs incurred and properly claimed for functions of the Court's clerk's office in processing IV-D child support program legal documents.
- (4) To initiate legal actions to secure child support for minor children and to adjudicate paternity, to establish support obligations through court order, and to enforce existing support obligations through court order, and to enforce existing obligations.
- (5) To attend the Court and prosecute such legal actions.
- (6) To ensure that the Plan is amended whenever necessary to reflect new or revised federal statutes or regulations or material changes in any phase of state law, organization, policy or state or local agency operation or organization.
- (7) Maintain an accounting system and supporting fiscal records adequate to assure that claims for federal funds are in accord with applicable federal and State requirements.

- (8) Prepare a calendar for all DCSS court hearings and provide that information to the Clerk of the Court.
- (9) Prepare on Court days when DCSS matters are heard, all DCSS orders and judgments in matters prosecuted by the DCSS, and obtain signature of the judge or commissioner.
- (10) 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) Maintain records of documents forwarded by the DCSS to the Clerk of the Court and to the Civil, Appellate, Criminal, Probate, Family Law filing sections and documents returned to the DCSS by the Clerk of the Court and the Civil, Appellate, Criminal, Probate and Family Law sections.
- (2) To ensure no Job Training Partnership Act (JTPA) employee or other federally funded employee acts as a Clerk of the Court.
- (3) Maintain all data and information necessary to support DCSS claim for Federal reimbursement of Court's clerk's costs.
- (4) Provide DCSS in a timely manner with the appropriate data each quarter that is as required in order to prepare and submit claims to California Department of Child Support Services and/or administrative officers of the courts for federal reimbursement.
- (5) Provide DCSS with quarterly billing for costs eligible for federal reimbursement.
- (6) 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 upon request. Summons and complaints will be file-stamped with the date of actual receipt.
- (7) Accept such legal actions as may be filed by DCSS and to timely process them in accordance with State and federal laws and regulations.

- (8) In processing such legal actions to cooperate with DCSS to ensure those legal actions are disposed of as required within the mandated federal and State law expedited process and case processing timeframe mandates.
- (9) Maintain a record of oral proceedings in criminal cases and civil cases as well as providing administrative and other supporting staff as may be necessary and in accordance with the law in all cases.
- (11) Cooperate and coordinate efforts with DCSS in order to facilitate the objectives of this Plan, including providing DCSS with information regarding changes in the Clerk of the Court's case processing operations.
- (12) 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.

## V

### FINANCIAL PROVISIONS

The DCSS shall maintain an accounting system and supporting fiscal records adequate to ensure that claims for federal funds are in accordance with applicable federal and State requirements. All expenditures, to be eligible for Federal Financial Participation, must be claimed as outlined in 45 CFR Part 92, 45 CFR 95 and 45 CFR Part 304.

DCSS shall reimburse costs incurred by the Court clerk's office, pursuant to this Plan, including the direct costs referenced in Government Code §6103.9, and as itemized in paragraphs (6) and (7) under the Court's responsibilities in section IV on page 3 of this Plan. The amount of the appropriation obtained by DCSS for the Court clerk's costs described in this Plan shall be agreed upon each fiscal year through consultation between the parties. The total costs reimbursable by DCSS shall not exceed or be less than the agreed upon appropriation for these costs as contained in the DCSS County budget appropriation approved or amended by the County Board of Supervisors for each fiscal year that the Plan is in effect as set forth in section VI, "Term" of the Plan, without prior consultation and a written agreement between the parties.

The Clerk of the Court shall submit to DCSS a claim for reimbursement of the federal share of all reimbursable costs associated with the Child Support Program pursuant to this Plan on or before ten (10) working days from the last day of the calendar quarter. The Clerk of the Court shall establish with the County Auditor-Controller a cost application charge account to DCSS's budget for reimbursement of the federal share of all reimbursable costs associated with the Child Support Program and pursuant to this Plan. The Clerk of the Court shall assure that all appropriate charges are made to that account by the last day of the calendar quarter that the charges were accrued. All such claims and charges must be supported with fiscal records adequate to insure that claims for reimbursement are in accordance with State and federal requirements and will withstand State and federal audit.

All such records shall be retained as required by State and federal law and/or regulation. Such reimbursement for services is conditioned upon compliance by the Clerk of the Court with its required performance standards and responsibilities under this Plan as specified in paragraphs III and IV.

## **VI**

### **TERM**

This Plan shall be effective October 1, 2010 through September 30, 2013. This Plan will terminate without notice at the end of federal Fiscal Year 2012/2013. This Plan may be renewed upon the same terms for additional periods of one year contingent upon the parties entering into a written Plan that is approved as required.

Should the Court be found deficient in any aspect of performance under this Plan or fail to perform under the agreed standards, the Court will have the responsibility of submitting, after notification of the deficiencies, a proposed corrective action plan to DCSS. The corrective action plan shall identify specific action to be taken to correct the deficient performance areas and be submitted within 45 days after notification of the deficiencies. Should the Court fail to present a corrective action plan as required or take appropriate corrective action, the Plan will, upon 60 days notice by either party, automatically terminate.

## **VII**

### **RIVERSIDE SUPERIOR COURT CLERK COSTS**

The Clerk of the Court shall claim only those direct costs provided for in Government Code 6103.9 and according to instructions provided for by the State Department of Child Support Services. All direct costs shall be supported by documentation in the way of a time study to be maintained at the local level in order to qualify for reimbursement on the administrative expenses claim.

## **VIII**

### **GENERAL PROVISIONS**

All records and documentation required under this Plan 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 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 and Welfare and Institutions Code 11478.1.

**IX.**

**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.

**X.**

**TERMINATION**

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

**XI.**

**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.

**XII.**

**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, 1<sup>st</sup> Floor  
Riverside, CA 92501

**Department of Child Support  
Services:**

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



XIII.

**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.

XIV.


**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