



**AB1058 FUNDING ALLOCATION JOINT SUBCOMMITTEE**

**MINUTES OF OPEN MEETING**

January 19, 2018  
10:00 a.m. – 4:00pm

**Advisory Body Members Present:** Hon. Mark Ashton Cope, Cochair, Hon. Joyce D. Hinrichs, Cochair, Hon. Mark A. Juhas, Cochair, Hon. Jonathan B. Conklin, Ms. Rebecca Fleming, Ms. Alisha A. Griffin, Ms. Catherine Hohenwarter, Hon. B. Scott Thomsen,

**Advisory Body Members Absent:** Hon. Sue Alexander, Hon. Lorna A. Alksne, Hon. Patricia M. Lucas, Ms. Sheran Morton

**Others Present:** Ms. Chelsie Bright, Ms. Charlene Depner, Ms. Tracy Kenny, Ms. Anna Maves, Mr. Gary Slossberg

**I. OPEN MEETING (CAL. RULES OF COURT, RULE 10.75(C)(1))**

**Call to Order and Roll Call**

Judge Mark Juhas called the meeting to order at 10:23 a.m. and informed the members and the public that the meeting was being recorded.

**Approval of Minutes**

The minutes of July 31, 2017 were approved by acclamation.

**III. INFORMATION ONLY ITEMS (NO ACTION REQUIRED)**

**Item 1**

**Welcome and Review of the Council's Charge**

Presenters: Hon. Mark Ashton Cope, Riverside Superior Court  
Hon. Joyce D. Hinrichs, Humboldt Superior Court  
Hon. Mark A. Juhas, Los Angeles Superior Court

Judge Juhas offered opening remarks and reminded the Joint Subcommittee members of their charge.

**Item 2**

**Public Comment**



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Judge Cope noted that one written comment was submitted and two members of the public were present and offered public comments.

### Item 3

#### **Factors for Consideration of a Funding Methodology**

##### **a) 1997 AB 1058 Funding Model**

Presenter: Anna L. Maves, Supervising Attorney/AB1058 Program Manager,  
Center for Families, Children & the Courts

Ms. Maves reviewed the process that took place in 1997 in establishing the initial funding methodology for the AB1058 funds. The funding was based on case processing standard for CSCs of 250 cases per week and minimum staffing standards 1 courtroom clerk, 4 processing clerks, 1 bailiff, and 1 court reporter per full-time equivalent CSC. While courts were funded based on this staffing standard, courts had the discretion to spend their allocated funds and to hire staff as they saw fit. A funding floor was also established with a minimum of 0.3 FTE CSC (and corresponding staff) and a minimum of 0.3 FTE FLF for every court.

##### **b) AB 1058 Funding Allocation Joint Subcommittee Subject-Matter Expert Groups**

Presenter: Gary Slossberg, AB 1058 Attorney,  
Center for Families, Children & the Courts

Mr. Slossberg reported on the work of the CSC and FLF Subject-Matter Expert (SME) groups, whose establishment was authorized by the council at its February 2016 meeting. Each group submitted a final report at the May 11, 2017 subcommittee meeting.

##### **c) California Department of Child Support Services**

Presenter: Alisha Griffin, Director,  
California Department of Child Support Services

Director Griffin reported that DCSS is continuing with its review of a reallocation methodology, but they continue to struggle with similar issues that the joint subcommittee has identified including flat funds and the ability to provide services.

### Item 4

#### **Update on Changes to Workload-Based Allocation and Funding Methodology and Funding Methodology Subcommittee' Role**

Presenters: Rebecca Fleming, Court Executive Officer, Santa Clara Superior Court  
Hon. Jonathan B. Conklin, Fresno Superior Court

Judge Conklin and Ms. Fleming presented on the status of WAFM. To evaluate WAFM and make recommendations regarding that methodology, TCBAC formed a Funding



## JUDICIAL COUNCIL OF CALIFORNIA

Methodology Subcommittee (FMS). , which met 7 times. FMS first talked about developing common language and objectives, including a discussion as to whether the objectives have changed over time. After determining the overarching objectives moving forward, FMS established its guiding principles.

### **Item 5**

#### **Factors Affecting AB 1058 Program Funding**

Presenter: Anna L. Maves, Supervising Attorney/AB1058 Program Manager,  
Center for Families, Children & the Courts

Ms. Maves presented information about requirements that are imposed upon the program by federal regulations, state statute and contractual requirements. The federal government also imposes specific timeframes for performance of functions by the state IV-D program (e.g., the timeframe for when support orders must be established after the opening of a case). In the contract between DCSS and the Judicial Council, there are additional requirements, such as a minimum number of days to schedule a hearing after an LCSA files a motion. Additionally, all AB 1058 court employees must attend an annual training regardless of whether or not the employee works full-time or part-time in the program.

The state also requires that all courts have a child support commissioner and a family law facilitator to serve its litigants.

In addition, the AB 1058 program has two types of funding. One type, referred to as "base funding" allows for 100% of reimbursement of AB1058 costs. The second type of funding, referred to as "federal drawdown funding" allows courts to be reimbursed 66% for every trial court dollar (up to a maximum amount) spent on the AB1058 program.

Finally, about 86% of funding is used for personnel, so a decrease in a court's allocation is likely to have a tremendous impact on staffing.

### **Item 6**

#### **Facilitated Discussion of Factors That Should be Included in Any AB 1058 Funding Methodology**

Presenter: Anna L. Maves, Supervising Attorney/AB1058 Program Manager,  
Center for Families, Children & the Courts

Ms. Maves facilitated a discussion on factors to include in the funding model. Some of the main topics of discussion included the following:

- Whether the funding from the AB 1058 program is intended to be sufficient for each court to cover its federal and contractual requirements.
- Whether the factors noted in item 5 above apply to each court equally.
- Whether the Subcommittee first should take care of the funding needs of the small courts, or even all 47 courts with less than 1.0 FTE CSC, and then address the rest.



## JUDICIAL COUNCIL OF CALIFORNIA

- Whether courts should be grouped in clusters based on similar circumstances.
- Whether to address the funding of the CSC program first and the funding of the FLF program later.
- Agreements for shared services worked on between courts to satisfy program requirements.

### **Item 7**

#### **Next Steps**

The members decided to have two more in-person meetings to continue this discussion. It was proposed to address the overarching guiding principles of a funding model at the first meeting. While some data might be helpful to review at the first meeting, it was noted that as guiding principles are determined it may become apparent what other data is needed. It also was suggested to invite members of the CSC and FLF SME groups to the meetings to help inform the discussions. Staff was asked to gather the following data as a starting point:

- a) Staffing numbers
- b) Number of courts returning money to the program
- c) Allocations (both base and FDD) of each court
- d) Caseload data
- e) Hearing data

Ms. Fleming was asked to help facilitate the discussion at the next in-person meetings.

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## **IV. ADJOURNMENT**

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### **Concluding Remarks and Adjourn**

**Adjourned at 1:53 p.m.**

# AB1058 Funding Allocation Joint Subcommittee

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REFERENCE MATERIALS



JUDICIAL COUNCIL  
OF CALIFORNIA

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OPERATIONS AND PROGRAMS DIVISION  
CENTER FOR FAMILIES, CHILDREN & THE COURTS

**AB1058 Funding Allocation**  
**Joint Subcommittee**  
**Reference Materials**

**CONTENTS**

<b><u>Title</u></b>	<b><u>Tab No.</u></b>
1. Joint Subcommittee Member Roster .....	1
2. 1997 Title IV-D report on Commissioner Workload, Qualifications, and Allocation; Support Staff Minimum Levels; and Future Statistical Studies and Report Summary .....	2
3. AB1058 Joint Subcommittee Charge .....	3
4. AB1058 Federal, State, and Contractual Requirements .....	4
5. AB1058 CSC and FLF Program Contract Templates .....	5
6. Title IV-D Federal Performance Measures.....	6
7. Federal Compliance Timelines .....	7
8. AB1058 Funding Fact Sheet .....	8
9. AB1058 Federal Drawdown Funds .....	9
10. AB1058 Shared and Contract Services .....	10
11. CSC and FLF Subject-Matter Expert Group Reports .....	11
12. FY 2018-2019 AB1058 Program Court Allocations .....	12
13. FY 2017-2018 AB1058 Program Midyear Court Allocations .....	13

# TAB 1

# **AB 1058 Funding Allocation Joint Subcommittee**

As of March 02, 2018

**Hon. Mark Ashton Cope, Co-Chair  
(Trial Court Budget Advisory Committee)**

Judge  
Superior Court of California,  
County of Riverside

**Hon. Joyce D. Hinrichs, Co-Chair (Workload  
Assessment Advisory Committee)**

Presiding Judge  
Superior Court of California,  
County of Humboldt

**Hon. Mark A. Juhas, Co-Chair  
(Family and Juvenile Law Advisory Committee)**

Judge  
Superior Court of California,  
County of Los Angeles

**Hon. Sue Alexander  
R e t . (FamJuv)**

Commissioner  
Superior Court of California,  
County of Alameda

**Hon. Lorna A. Alksne  
(WAAC)**

Judge  
Superior Court of California,  
County of San Diego

**Hon. Jonathan B. Conklin  
(TCBAC)**

Judge  
Superior Court of California,  
County of Fresno

**Ms. Rebecca Fleming  
(TCBAC)**

Court Executive Officer  
Superior Court of California,  
County of Santa Clara

**Mr. Mark Beckley (DCSS)**

Chief Deputy Director  
California Department of Child Support Services

**Hon. Patricia M. Lucas  
(TCBAC)**

Presiding Judge  
Superior Court of California,  
County of Santa Clara

**Ms. Sheran L. Morton  
(WAAC)**

Court Executive Officer  
Superior Court of California,  
County of Fresno

**Hon. B. Scott Thomsen  
(FamJuv)**

Presiding Judge  
Superior Court of California,  
County of Nevada

**Ms. Catherine Hohenwarter  
(FamJuv)**

Family Law Facilitator  
Superior Court of California,  
County of Yolo



**TAB 2**

**ADMINISTRATIVE OFFICE OF THE COURTS**  
Report Summary

**Family and Juvenile Law Advisory Committee**

May 2, 1997

**SUBJECT: Child Support Commissioner and Facilitator Allocation  
Funding (Action Required)**

Family Code section 4252 requires the Judicial Council to establish minimum qualifications, caseload, case processing, and staffing standards for child support commissioners. A cooperative agreement between the council and the Department of Social Services provides funding for child support commissioners and facilitators; the council is required to allocate this funding among the courts.

Attached to this memorandum is the report prepared by the Family and Juvenile Law Advisory Committee, which makes recommendations on these and related matters involving child support commissioners and facilitators.

**Recommendation**

The Family and Juvenile Law Advisory Committee recommends that the Judicial Council:

1. Approve the attached Title IV-D report (see Attachment B) on Commissioner Workload, Qualifications, and Allocation; Support Staff Minimum Levels; and Future Statistical Studies, which includes the following actions:
  - a. Establish the minimum qualifications for a commissioner, requiring five years' practice and experience in family law matters that may include Title IV-D child support matters (see pp. 1-2 of the Title IV-D report);
  - b. Require that commissioners receive ongoing education pursuant to a plan to be jointly developed by the Family and Juvenile Law Advisory Committee and the Center for Judicial Education and Research (see p. 2 of the Title IV-D report);
  - c. Establish a workload of 250 cases per week for a commissioner hearing Title IV-D child support matters (see pp. 4-9 and 16-17 of the Title IV-D report);

- d. Establish a minimum support staff figure of one courtroom clerk, one bailiff, four file clerks, and one court reporter (see pp. 5 and 11–12 of the Title IV-D report);
  - e. Allocate the funding for the 50 commissioner positions based on the active pending caseload of Title IV-D child support cases in each county (see p. 10 of the Title IV-D report and Attachment A to this memorandum);
  - f. Allocate the funding for the facilitator position using the same criteria as the allocation for the commissioner funding (see Attachment A to this memorandum); and
  - g. Direct the Family and Juvenile Law Advisory Committee to develop statistics that would facilitate the prediction of caseload and the resources needed to work with this caseload (see pp. 15–16 of the Title IV- D report).
2. Direct the Family and Juvenile Law Advisory Committee to monitor the allocation of commissioners and facilitators and to recommend to the council reallocations as necessary to meet the needs of changes in caseload; and
  3. Direct the Family and Juvenile Law Advisory Committee to prepare the commissioner qualifications, educational requirements for commissioners and facilitators, caseload processing standards, and support staff levels as draft standards of judicial administration for submission to the Rules and Projects Committee to be circulated for comment.

**THE JUDICIAL COUNCIL OF CALIFORNIA  
ADMINISTRATIVE OFFICE OF THE COURTS  
303 Second Street, South Tower  
San Francisco, California 94107  
415-396-9130**

**TO: Members of the Judicial Council**

**FROM: Family and Juvenile Law Advisory Committee  
Hon. Leonard Edwards and Hon. Mary Ann Grilli, Co-Chairs  
Michael A. Fischer and Diane Nunn, Committee Counsel**

**DATE: May 2, 1997**

**SUBJECT: Child Support Commissioner and Facilitator Allocation  
Funding (Action Required)**

**Background**

Statutes 1996, chapter 957 (Assem. Bill 1058 (Speier)) added Family Code section 4252 to read, in part:

- (b) The Judicial Council shall do all of the following:
- (1) Establish minimum qualifications for child support commissioners.
  - ...
  - (2) Establish caseload, case processing, and staffing standards for child support commissioners on or before April 1, 1997, which shall set forth the maximum number of cases that each child support commissioner can process. These standards shall be reviewed and, if appropriate, revised by the Judicial Council every two years.

Attached to this memorandum is the report prepared by the Family and Juvenile Law Advisory Committee, which makes recommendations on these and other related matters implementing AB 1058. This bill made several changes to Title IV-D Child Support Enforcement.

## Title IV-D Child Support Enforcement

Title IV-D of the Federal Social Security Act provides that as a condition for receiving federal funding for welfare, each state must have a state plan for child support enforcement. The requirements imposed by this title are detailed. Each state's program is to be run by a single state agency. In California, the single state agency is the Department of Social Services, which uses each county's district attorney's office to handle the actual enforcement duties.

In addition to imposing requirements on the program, the federal government provides funding in the form of "federal financial participation" (FFP), which covers two-thirds of all eligible costs. The remaining one-third of the cost is to be paid for by either the state or a local entity. FFP is available only if an agency contracts by means of a "cooperative agreement" with the single state agency or with the local district attorney's office.

In approximately 22 counties, there are cooperative agreements between the local district attorney's office and the court to provide for funding for the court's activities in hearing and processing Title IV-D child support actions. Two-thirds of the cost of these agreements come from the federal government and one-third from the district attorney's office.

### Effect of AB 1058

AB 1058 was the result of the recommendation of the Governor's Child Support Court Task Force. The primary funding recommendation of that group was the requirement that each county provide a commissioner to hear Title IV-D child support actions (Fam. Code, § 4251) and each county provide an office of family law facilitator (Fam. Code, § 10002). The requirement of a commissioner was imposed because FFP is not available for either a judge or the support staff for a judge hearing Title IV-D child support actions while the funding is available for a commissioner and the commissioner's support staff.

In addition, there is funding provided by the Department of Social Services through a cooperative agreement with the Judicial Council to provide funding for both the commissioner and the facilitator. The establishment of funding through the council is preferable to the present situation where the source of the funding—the local district attorney's office—is one of the litigators in the court being funded.

AB 1058 also makes a number of changes to the practice of child support enforcement and requires the council to adopt implementing rules and forms. (This is the subject of another report, Family Law Rules and Forms, being considered by the council at this meeting.)

### Advisory committee recommendation

This report was prepared by the Family Law Subcommittee of the Judicial Council's Family and Juvenile Law Advisory Committee. The members of Family Law Subcommittee are listed in Appendix A to the report. The subcommittee was assisted by a subcommittee established of some Family Law Subcommittee members with additional advisory members. The members of this AB 1058 subcommittee are listed in Appendix B to the attached Title IV-D report. Comments on allocation and workload were solicited from the courts by means of two questionnaires, one sent in February 1997 and one sent in April 1997.

The Family and Juvenile Law Advisory Committee is holding a telephone meeting on May 5 to consider any requested revisions to the allocation schedule that were received from the courts. The affected courts have been invited to participate in that meeting. Any recommended modifications to the allocation will be presented to the council by means of a fax on May 12 in order to be considered in advance of the council meeting.

The recommendations made in the Title IV-D report are summarized in the recommendation section of this memorandum. It should be noted that some of the recommendations could appropriately be made into standards of judicial administration. Because this project will be fully launched on July 1, 1997, the committee is recommending that formal proposal and action on proposed standards be deferred until feedback from the to-be-hired commissioners and facilitators is obtained. A report seeking formal public comment on the standards will be presented to the Rules and Projects Committee by the advisory committee in December 1997, based on the experience of the commissioners and facilitators during the first months of the program.

### Recommendation

The Family and Juvenile Law Advisory Committee recommends that the Judicial Council:

1. Approve the attached Title IV-D report (see Attachment B) on Commissioner Workload, Qualifications, and Allocation; Support Staff Minimum Levels; and Future Statistical Studies, which includes the following actions:
  - a. Establish the minimum qualifications for a commissioner, requiring five years' practice and experience in family law matters that may include Title IV-D child support matters (see pp. 1-2 of the Title IV-D report);
  - b. Require that commissioners receive ongoing education pursuant to a plan to be jointly developed by the Family and Juvenile Law Advisory Committee

and the Center for Judicial Education and Research (see p. 2 of the Title IV-D report);

- c. Establish a workload of 250 cases per week for a commissioner hearing Title IV-D child support matters (see pp. 4–9 and 16–17 of the Title IV-D report);
  - d. Establish a minimum support staff figure of one courtroom clerk, one bailiff, four file clerks, and one court reporter (see pp. 5 and 11–12 of the Title IV-D report);
  - e. Allocate the funding for the 50 commissioner positions based on the active pending caseload of Title IV-D child support cases in each county (see p. 10 of the Title IV-D report and Attachment A to this memorandum);
  - f. Allocate the funding for the facilitator position using the same criteria as the allocation for the commissioner funding (see Attachment A to this memorandum); and
  - g. Direct the Family and Juvenile Law Advisory Committee to develop statistics that would facilitate the prediction of caseload and the resources needed to work with this caseload (see pp. 15–16 of the Title IV- D report).
2. Direct the Family and Juvenile Law Advisory Committee to monitor the allocation of commissioners and facilitators and to recommend to the council reallocations as necessary to meet the needs of changes in caseload; and
  3. Direct the Family and Juvenile Law Advisory Committee to prepare the commissioner qualifications, educational requirements for commissioners and facilitators, caseload processing standards, and support staff levels as draft standards of judicial administration for submission to the Rules and Projects Committee to be circulated for comment.

#### Attachments

**ATTACHMENT A**

County	FY 1995-96 Active Caseload*	Comm. FTE Alloc.	Commissioner – June 1997	Commissioner – FY 1997-98	Facilitator – June 1997	Facilitator – FY 1997-98
Alameda	48,103	1.9	\$95,000	\$1,140,000	\$94,050	\$308,560
Alpine	111	0.3	\$15,000	\$180,000	\$14,850	\$48,720
Amador	1,608	0.3	\$15,000	\$180,000	\$14,850	\$48,720
Butte	8,582	0.3	\$15,000	\$180,000	\$14,850	\$48,720
Calaveras	1,919	0.3	\$15,000	\$180,000	\$14,850	\$48,720
Colusa	821	0.3	\$15,000	\$180,000	\$14,850	\$48,720
Contra Costa	38,666	1.5	\$75,000	\$900,000	\$74,250	\$243,600
Del Norte	3,024	0.3	\$15,000	\$180,000	\$14,850	\$48,720
El Dorado	8,720	0.3	\$15,000	\$180,000	\$14,850	\$48,720
Fresno	61,224	2.3	\$115,000	\$1,380,000	\$113,850	\$373,520
Glenn	1,715	0.3	\$15,000	\$180,000	\$14,850	\$48,720
Humboldt	6,158	0.3	\$15,000	\$180,000	\$14,850	\$48,720
Imperial	7,907	0.3	\$15,000	\$180,000	\$14,850	\$48,720
Inyo	1,540	0.3	\$15,000	\$180,000	\$14,850	\$48,720
Kern	50,318	1.9	\$95,000	\$1,140,000	\$94,050	\$308,560
Kings	9,132	0.3	\$15,000	\$180,000	\$14,850	\$48,720
Lake	3,377	0.3	\$15,000	\$180,000	\$14,850	\$48,720
Lassen	1,529	0.3	\$15,000	\$180,000	\$14,850	\$48,720
Los Angeles	226,752	8.8	\$440,000	\$5,280,000	\$435,600	\$1,429,120
Madera	5,765	0.3	\$15,000	\$180,000	\$14,850	\$48,720
Marin	3,840	0.3	\$15,000	\$180,000	\$14,850	\$48,720
Mariposa	794	0.3	\$15,000	\$180,000	\$14,850	\$48,720
Mendocino	4,110	0.3	\$15,000	\$180,000	\$14,850	\$48,720
Merced	13,858	0.5	\$25,000	\$300,000	\$24,750	\$81,200
Modoc	739	0.3	\$15,000	\$180,000	\$14,850	\$48,720
Mono	224	0.3	\$15,000	\$180,000	\$14,850	\$48,720
Monterey	13,470	0.5	\$25,000	\$300,000	\$24,750	\$81,200
Napa	4,231	0.3	\$15,000	\$180,000	\$14,850	\$48,720
Nevada	5,261	0.3	\$15,000	\$180,000	\$14,850	\$48,720
Orange	73,686	2.8	\$140,000	\$1,680,000	\$138,600	\$454,720
Placer	6,030	0.3	\$15,000	\$180,000	\$14,850	\$48,720
Plumas	762	0.3	\$15,000	\$180,000	\$14,850	\$48,720
Riverside	80,119	3.1	\$155,000	\$1,860,000	\$153,450	\$503,440
Sacramento	35,237	1.3	\$65,000	\$780,000	\$64,350	\$211,120
San Benito	2,400	0.3	\$15,000	\$180,000	\$14,850	\$48,720

\* This figure is based on data reported by district attorney offices to the Department of Social Services.



**ATTACHMENT A**

County	FY 1995-96 Active Caseload	Comm. FTE Alloc.	Commissioner - June 1997	Commissioner - FY 1997-98	Facilitator - June 1997	Facilitator - FY 1997-98
San Bern.	41,584	1.6	\$80,000	\$960,000	\$79,200	\$259,840
San Diego	54,751	2.1	\$105,000	\$1,260,000	\$103,950	\$341,040
San Fran.	28,302	1.1	\$55,000	\$660,000	\$54,450	\$178,640
San Joaquin	32,532	1.2	\$60,000	\$720,000	\$59,400	\$194,880
San Luis Ob.	6,991	0.3	\$15,000	\$180,000	\$14,850	\$48,720
San Mateo	14,447	0.5	\$25,000	\$300,000	\$24,750	\$81,200
Santa Barb.	21,364	0.8	\$40,000	\$480,000	\$39,600	\$129,920
Santa Clara	49,128	1.9	\$95,000	\$1,140,000	\$94,050	\$308,560
Santa Cruz	5,196	0.3	\$15,000	\$180,000	\$14,850	\$48,720
Shasta	15,807	0.6	\$30,000	\$360,000	\$29,700	\$97,440
Sierra	160	0.3	\$15,000	\$180,000	\$14,850	\$48,720
Siskiyou	4,015	0.3	\$15,000	\$180,000	\$14,850	\$48,720
Solano	16,348	0.6	\$30,000	\$360,000	\$29,700	\$97,440
Sonoma	18,320	0.7	\$35,000	\$420,000	\$34,650	\$113,680
Stanislaus	25,495	0.9	\$45,000	\$540,000	\$44,550	\$146,160
Sutter	5,211	0.3	\$15,000	\$180,000	\$14,850	\$48,720
Tehama	4,321	0.3	\$15,000	\$180,000	\$14,850	\$48,720
Trinity	1,075	0.3	\$15,000	\$180,000	\$14,850	\$48,720
Tulare	26,837	1.0	\$50,000	\$600,000	\$49,500	\$162,400
Tuolumne	3,139	0.3	\$15,000	\$180,000	\$14,850	\$48,720
Ventura	35,077	1.3	\$65,000	\$780,000	\$64,350	\$211,120
Yolo	9,051	0.3	\$15,000	\$180,000	\$14,850	\$48,720
Yuba	6,271	0.3	\$15,000	\$180,000	\$14,850	\$48,720
<b>Total</b>	<b>1,154,154</b>	<b>49.4</b>	<b>\$2,470,000</b>	<b>\$29,640,000</b>	<b>\$2,445,300</b>	<b>\$8,022,560</b>

**Title IV-D Child Support Enforcement  
Commissioner Workload, Qualifications,  
and Allocation  
Support Staff Minimum Levels  
Future Statistical Studies**

**Judicial Council of California  
Family and Juvenile Law Advisory Committee Draft  
April 1997**

**Table of Contents**

I. Introduction ..... 1

II. Minimum qualifications for commissioner ..... 1

III. Department of Social Services 1994 Survey ..... 2

IV. Informal 1997 Telephone Survey ..... 4

V. Court estimates of need..... 6

    A. Number of cases per commissioner ..... 7

    B. Number of commissioners needed and able to be accommodated ..... 9

    C. Support staff, equipment, and facilities..... 11

VI. District Attorney Title IV-D caseload ..... 12

VII. Suggestions for future data-gathering..... 15

VIII. Analysis and recommendations ..... 16

Appendix A - Family Law Subcommittee Members..... 18

Appendix B - AB 1058 Subcommittee Members..... 19

## **I. Introduction**

This report is prepared pursuant to Family Code section 4252, which provides, in part:

- (b) The Judicial Council shall do all of the following:**
  - (1) Establish minimum qualifications for child support commissioners.**
  - ...
  - (2) Establish caseload, case processing, and staffing standards for child support commissioners on or before April 1, 1997, which shall set forth the maximum number of cases that each child support commissioner can process. These standards shall be reviewed and, if appropriate, revised by the Judicial Council every two years.**

This report was prepared by the Family Law Subcommittee of the Judicial Council's Family and Juvenile Law Advisory Committee, the body charged with implementing Statutes of 1996, chapter 957 (Assembly Bill 1058). The report has been approved by the Judicial Council. The members of the Family Law Subcommittee are listed in Appendix A. The subcommittee was assisted by the AB 1058 subcommittee, which consisted of some Family Law Subcommittee members and additional advisory members. The members of this AB 1058 subcommittee are listed in Appendix B.

This report is preliminary in nature, and the statistics currently available concerning workload for family law commissioners is sparse. The cooperative agreement between the Judicial Council and the Department of Social Services, which is the primary implementation document for AB 1058, provides that the council is to recommend to the Department of Social Services methods to gather statistical information that can be used to predict future needs of the child support enforcement system. This report also serves this recommending function, in part. It is anticipated that the council will provide more specific data concerning workload in time for the fiscal year 1998-99 budget process.

## **II. Minimum qualifications for commissioner**

A judge of the superior court must have at least 10 years of practice prior to the appointment. (See Cal. Const., art. 6, § 15.) A judge of the municipal court requires five years of practice and can, if assigned as a judge of the superior court, hear family law matters.

The appointment of commissioners to hear family law matters is sometimes viewed critically because it can lead to the appearance of providing less importance to those cases than to the cases heard by a judge. It should be noted, though, that in many superior courts currently using commissioners for family law matters, the commissioner is a highly qualified individual who not only has the same length of practice experience as a superior court judge, but also has extensive family law experience and expertise, both before taking the bench and afterwards. These commissioners are highly specialized and experienced family law adjudicators.

Whatever the policy reasons for and against the appointment of commissioners, however, the federal government will not provide funding for superior court judges who hear child support matters, nor will it provide funding for the support staff for that judge. It will, however, provide two-thirds of the funding for a commissioner hearing child support matters, and it will provide funding for that commissioner's support staff as well. Thus, AB 1058 requires the use of commissioners to hear these matters.

Since a municipal court judge is assignable to hear family law matters, it would be appropriate to set the same requirement for a commissioner, with the added provision of experience in family law matters that may include Title IV-D child support matters. This will also permit the more rural counties to find a commissioner. A court is, of course, free to impose additional qualification standards.

In addition, AB 1058 requires that commissioners receive ongoing education (Fam. Code, § 4252(b)(2)). The Family and Juvenile Law Advisory Committee is studying the form and content of appropriate education for these commissioners and will be developing a program for them in conjunction with the Center for Judicial Education and Research. Each commissioner hired under this program will be required to participate in such education programs as are specified by these two groups.

### III. Department of Social Services 1994 Survey

In April 1994, the Department of Social Services surveyed counties to determine how much time was spent hearing Title IV-D child support matters. In the counties that responded to the survey, it was indicated that approximately 750 hours per week was spent by judges and commissioners in hearing these matters.

The workload figures did not include reports from the counties listed in Table 1. These non-reporting counties had a total active caseload in 1994 of 197,787 cases.

**Table 1 - Counties Not Responding to 1994 Workload Report**

<b>County Name</b>	<b>1994 Active Caseload</b>
Butte	9,757
Glenn	1,209
Kings	7,489
Lassen	671
Los Angeles	156,835
Mariposa	618
San Benito	1,471
Santa Cruz	5,217
Shasta	11,564
Trinity	829
Tuolumne	2,127
<b>Total Caseload</b>	<b>197,787</b>

The total active caseload for *all* counties for 1994 was 814,165, so the workload of 750 hours represents a workload for an active caseload of 616,378 (814,165 – 197,787). Assuming that workload is best related to the active caseload, this results in a workload for all counties of 991 hours in 1994. Extrapolating this data to the end of June 1996 (with a total active caseload of 1,157,174) results in a workload of 1409 hours per week. A child support commissioner must also be involved in reviewing and signing default orders, overseeing the processing of papers, and participating in general court activities. Accordingly, the commissioner's case-related time available is 30 hours a week, which involves six hours of hearings each day. The 1,409 hours thus needed, based strictly on the 1994 figures, would result in a need for 47 commissioners.

These figures, though, are likely to be understated for several reasons:

- 25 percent of the counties responding to the 1994 survey reported that there was a delay in the court's ability to hear Title IV-D cases, and in only two of the 12 counties reporting a delay was the length of the delay less than four weeks.
- The figures are totals and do not take into account the extra time required because some courts do not have a full-time workload for a commissioner. In the smaller counties, a commissioner might not have sufficient workload for a full or even a half day of hearings, or must travel to several counties resulting in a loss of potential hearing time.

- The figures do not take into account the added hearing time and contested proceedings that are likely to result from the reforms enacted by AB 1058<sup>1</sup> and federal welfare reform (The Personal Responsibility and Work Opportunity Reconciliation Act of 1996).<sup>2</sup>

#### IV. Informal 1997 Telephone Survey

The Administrative Office of the Courts conducted a telephone survey of eight courts that already employ a child support commissioner. These counties stated that they were handling, on average, 323 child support enforcement cases a week per full-time commissioner. Most of the counties did not have statistics concerning how many of the cases involved establishing a child support obligation, how many involved enforcement action, and how many involved modification of an existing order. Sacramento County noted that approximately one-half of its cases are establishment, one-quarter are modifications, and one-quarter are enforcement. That county also noted that modifications take two to three times as long as the other two types of cases. The number of cases per week handled in each county is shown in Table 2. Some counties also establish default judgments by declaration while others calendar the default matters for a hearing. This can result in different amounts of time spent in establishing a default.

Table 2 - Number of Cases Handled Per Week

County	No. of Cases Per Week
Fresno	225-250
Los Angeles	300-500
Sacramento	325
San Diego	500
San Francisco	200
San Mateo	500
Solano	150-300
Stanislaus	200
Average	323

Each county was also asked about the support staff that was used in each courtroom or otherwise in the clerk's office to support the work of the courtroom.

<sup>1</sup> Because the proposed default judgment is now served with the petition, it is anticipated that more answers are likely to be filed since the noncustodial parent is likely to be better aware of the amount that is probably to be ordered in his or her case. In addition, the availability of the facilitation office also means that persons who wish to contest the proceedings will now be better informed of the procedures and how to use them.

<sup>2</sup> Under this act, the recipient parent has a greater incentive to cooperate in the establishment of a support obligation and, thus, more cases are likely to be filed seeking support.

The numbers reported by each court, based on support staff per full-time-equivalent (FTE) commissioner position is given in Table 3.

Table 3 - Support Staff Per Full-Time-Equivalent Commissioner Position

County	Courtroom Clerks	Bailiffs	File Clerks
Fresno	2	1	5
Los Angeles	2	1	8
Sacramento	2	1	4
San Francisco	1	1	5
San Mateo	1	1	4
Solano	1	1	4
Average	1.5	1	5

As can be seen from Table 3, the workload of a child support commissioner courtroom is very paper intensive resulting in the need for extensive support staff. For example, there are three orders that generally result from each establishment case – the child support order itself, the health insurance assignment, and the wage assignment. In addition to the support staff listed in Table 3, some courts also have secretaries from the district attorney’s family support division who type up orders in the courtroom at the conclusion of each hearing.

There is reporting of the proceedings in all courtrooms surveyed. With the recent decision of the superior court in *California Court Reporters Association, et. al v. Judicial Council, et al.*, enjoining the council from authorizing or causing the expenditure of public funds on electronic recording, each court is likely to require the use of a court reporter as well.

The workload figures given in Table 2, above, vary from court to court based on a variety of factors. In most courts, the cases are reviewed in advance of the hearing. In some cases, the commissioners reported that the workload was heavy and some took cases home to review them the evening before the hearing.

In some of the courts, there is a significant number of non-English-speaking defendants. The council is considering a recommendation to survey the language needs of the courts in these cases. For the present, the number of different languages and the relative unavailability of interpreters result in fewer cases being handled per day. In addition, since the custodial parent is now able to be a party in this action, the burden of providing interpreting services for a number of different languages and dialects is likely to increase.

Another variable factor is the level of acrimony in each case either between the parents or between the payor parent and the district attorney’s office. Practices in



district attorney family support divisions vary from county to county concerning how aggressively cases are handled. While more aggressively handled cases may result in a greater number of cases being settled without court process, those cases that do go to court may take more court time. This is another issue that will be recommended for future study to determine the effect on case processing.

The workload figures gathered to date all involve activities prior to the implementation of Assembly Bill 1058. Several issues involved in that legislation are likely to have an effect on the commissioners' workload, although it is not yet known what the effect will be. The following parts of Assembly Bill 1058 will be recommended for further study to determine the effect on workload:

- The custodial parent as a party
- Presumed level of support
- Easy set-aside of defaults (as to the order amount)
- Greater knowledge of litigants due to the facilitation offices
- Administrative issuance of earnings assignments and writs of execution<sup>3</sup>

Another workload issue that is not reflected in the above processing information concerns defaults. In Solano County, statistics kept by the Child Support Referee indicate that (1) during the first 14 months of the program in that county, nearly 800 cases per month went by default requiring a signed order, and (2) processing these cases took approximately six hours per month of referee time. In Los Angeles, approximately 4,000 cases per month go to judgment by default, all needing some commissioner review and a signature. The council is considering collecting statistics on this subject and studying the matter further to determine the most efficient manner of handling these cases.

#### V. Court estimates of need

A questionnaire was sent to each county by the Administrative Office of the Courts asking them several questions concerning AB 1058, including questions concerning the commissioner workload and support staff. A copy of the questionnaire is attached as Attachment C. The results of the questionnaire concerning commissioners are summarized below.

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<sup>3</sup> While there will be less paperwork per case for the courts, there are likely to be an increased number of hearings resulting from this procedure.

**A. Number of cases per commissioner**

Courts were asked to estimate the maximum number of cases a commissioner can handle and whether there should be a different standard for establishment, modification, and enforcement cases. Twenty-one counties responded giving an actual number of cases that can be handled per commissioner. These responses are summarized in Table 4, below, and show that on average the responding counties believe a commissioner should be able to process 242 cases per week.

**Table 4 - Maximum Number of Cases per Week**

<b>County</b>	<b>Maximum Number of Cases per Week</b>
Alameda	200
Contra Costa	200
Fresno	300 <sup>4</sup>
Imperial	300
Kings	240
Los Angeles	340
Madera	200
Marin	200
Merced	150
Napa	100
Orange	200
Placer	225
Sacramento	267
San Benito	400
San Francisco	160
San Joaquin	250
Santa Clara	250
Santa Cruz	200
Sonoma	375
Tulare	250
Ventura	275
Average	242

<sup>4</sup> This assumes DA support staff to work with the parents to attempt to reach an agreement prior to the court hearing.

Counties generally expressed great uncertainty as to the number of cases a commissioner could handle on average. A preliminary list of variables that are not yet known are as follows:

- How many cases will be contested, especially given the new provisions of AB 1058 (e.g., providing a copy of the proposed judgment with the petition)
- How many parties are represented by counsel (and the effect of the family law facilitators)
- Effect of number of support staff provided for commissioner including document examiner and clerks
- The level of acrimony between the parents in a case
- Whether a commissioner is part time or full time
- Policies of the district attorney family support division
- The mix of establishment, modification, and enforcement cases
- Effect of custody and visitation issues and restraining orders now that the custodial parent is a party under AB 1058
- Impact of State Licensing Information Match (SLIM), especially drivers' licenses.<sup>5</sup>

Counties were also asked whether establishment hearings should be given a different weight than enforcement hearings. In the initial hearing in a case, there are several issues involved, including whether the respondent/defendant is the parent of the child and what the proper amount of support is under the guideline. These issues are normally not part of an enforcement action. Of those courts responding to this question:

- Eleven stated that establishment, modification, and enforcement actions should all be given the same weight

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<sup>5</sup> Stanislaus County reports an increase of five cases per week attributable to the SLIM program, and San Diego County notes that 15 out of the 50 cases on calendar per day have involved SLIM issues over the last six months. Sacramento County also notes an increase in cases due to the SLIM program. These figures may drop off once the initial cases are handled but it may take several years until this occurs.

- Six courts stated establishment takes the greatest amount of time
- Two courts said enforcement takes the greatest amount of time
- Two courts noted that enforcement and modification take more time than establishment
- One court said modification took the greatest amount of time.

The various responses show that without substantial data-gathering, it is not known whether establishment, enforcement, or modification takes more time. This data cannot be determined at present and must also await an accurate method to determine what mix of workload any particular court is likely to receive in any particular year from its Title IV-D cases. However, the collection of data on this subject in the future could prove fruitful as a means of more accurately determining the number and, especially, the distribution of commissioners.

#### B. Number of commissioners needed and able to be accommodated

Each court was also asked how many commissioners it believed was needed to handle its Title IV-D workload taking into account not only the workload itself but the ability of the court to accommodate the commissioners and support staff. The results are summarized in the third column of Table 5. Those courts whose entry is blank did not submit an estimate.

The numbers presented in Table 5 represent estimates of court executives and in many cases are based on the understanding of what the procedures will require rather than experience under the new system. Also, some courts either did not include a request or did not respond to the questionnaire. The second column of Table 5 takes the full requests received, extrapolates a statewide figure using active Title IV-D caseload, and then reallocates the number of commissioners to each county based on the statewide figure. In addition, a minimum value of .3 commissioner is used for the smallest counties.

The total commissioners thus allocated in this method work out to be approximately 49.4. (Fifty commissioners are provided for in the budget.)

Table 5 – Commissioners Requested and Potential Allocation

County	Caseload <sup>6</sup>	Alloc. <sup>7</sup>	Request	County	Caseload	Alloc.	Request
Alameda	48,103	1.9	0.60	Orange	73,686	2.8	2.00
Alpine	111	0.3		Placer	6,030	0.3	0.60
Amador	1,608	0.3	0.30	Plumas	762	0.3	0.25
Butte	8,582	0.3	1.00	Riverside	80,119	3.1	3.00
Calaveras	1,919	0.3	0.30	Sacramento	35,237	1.3	2.00
Colusa	821	0.3		San Benito	2,400	0.3	0.05
Contra Costa	38,666	1.5	1.00	San Bern.	41,584	1.6	1.00
Del Norte	3,024	0.3		San Diego	54,751	2.1	1.00
El Dorado	8,720	0.3	0.40	San Fran.	28,302	1.1	1.00
Fresno	61,224	2.3	3.00	San Joaquin	32,532	1.2	1.00
Glenn	1,715	0.3		San Luis Obispo	6,991	0.3	0.50
Humboldt	6,158	0.3		San Mateo	14,447	0.5	0.65
Imperial	7,907	0.3	0.60	Santa Barb.	21,364	0.8	0.50
Inyo	1,540	0.3		Santa Clara	49,128	1.9	2.00
Kern	50,318	1.9		Santa Cruz	5,196	0.3	0.50
Kings	9,132	0.3	1.00	Shasta	15,807	0.6	2.00
Lake	3,377	0.3	0.12	Sierra	160	0.3	
Lassen	1,529	0.3		Siskiyou	4,015	0.3	0.30
Los Angeles	226,752	8.8	9.00	Solano	16,348	0.6	
Madera	5,765	0.3	0.55	Sonoma	18,320	0.7	0.87
Marin	3,840	0.3	0.50	Stanislaus	25,495	0.9	2.00
Mariposa	794	0.3		Sutter	5,211	0.3	
Mendocino	4,110	0.3		Tehama	4,321	0.3	0.50
Merced	13,858	0.5	0.60	Trinity	1,075	0.3	
Modoc	739	0.3		Tulare	26,837	1.0	1.00
Mono	224	0.3	0.20	Tuolumne	3,139	0.3	0.40
Monterey	13,470	0.5		Ventura	35,077	1.3	1.00
Napa	4,231	0.3	0.60	Yolo	9,051	0.3	0.50
Nevada	5,261	0.3	0.40	Yuba	6,271	0.3	

<sup>6</sup> Caseload is based on active caseload reported by the district attorney and consists of the cases for which a non-custodial parent has been located and a support order established or reserved. It is submitted that this figure represents the most useful figure for estimating workload of a court because active cases represent not only those cases that will generate enforcement action, but represents a good method of determining the number of new establishment cases a court is likely to get in any particular year. The statewide total is 1,157,254.

The allocation figure is based on total caseload of the counties responding to the questionnaire divided by the total number of positions requested. In addition, a minimum of .3 commissioner has been established for the very smallest counties which takes into account the issues concerning less than full calendars and the need for travel between counties.

It is anticipated that the allocation of commissioners will generally be based on this table. In some cases, a county may not need the full number of positions allocated to it. In that event, it is recommended that the amount not utilized by that county be allocated to another county that needs the additional amount, subject to an overall allocation of 50 total FTE positions. Other modifications may be made based on supplemental data received.

### **C. Support staff, equipment, and facilities**

The workload of a commissioner under Title IV-D is very paper intensive. Considerably more paper goes through the court and needs to be processed than in the average case. And the amount of paper is likely to increase as additional federal requirements are imposed and the requirements of AB 1058 appear.

As indicated above, the average full-time equivalent commissioner position utilizes the following support staff: courtroom clerks – 1.5; bailiffs – 1; file clerks – 5, court reporters<sup>8</sup> – 1.5. These numbers appear appropriate. Nonetheless, it would appear that some courts are able to function with somewhat less than the number of support staff indicated here perhaps due both to the types of cases brought by the district attorney and the degree of assistance provided to the litigants by various existing organizations. Thus an appropriate minimum level of support staff would consist of the following:

- one courtroom clerk
- one bailiff
- four file clerks
- one court reporter

Different courts will require different amounts of support because establishment, modification, and enforcement cases tend to generate different amounts of paperwork. In some of the counties, currently, the number of support positions is less than specified above, and in others the numbers are greater. The reasons for this disparity in need for support staff may be explained by the differences in the

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<sup>8</sup> Pursuant to the decision in *California Court Reporters Association, et al. v. Judicial Council, et al.*, each court is likely to require the services of one-and-one-half court reporters. Since the Judicial Council will be distributing the money to the trial courts, this distribution will be subject to the council's directive that the courts not utilize any of the state money for electronic recording. Discussions with present Title IV-D commissioners, funded through the district attorney offices, indicated that the use of electronic recording is very efficient in these courtrooms and that the commissioner would require more than one court reporter because court reporters require more frequent breaks than the commissioner does.

makeup of cases. It is not yet known how significant these differences are and, consequently, this issue will be studied further.

It should be noted, though, that the amount provided for each full-time equivalent commissioner position, namely \$600,000 per year including the salary of the commissioner, while more than the amount provided generally for each judicial position, is still less than the amount provided for in some counties for the existing Title IV-D commissioner position funded through the district attorney's office. These counties will suffer a reduction in service (which is likely to result in fewer cases processed) unless some method is developed to provide them with the funding they currently receive. (See letter from Sacramento Courts Executive Officer Michael Roddy attached as Attachment D.)

The council will be studying the amount of support staff used in various counties in an effort to provide a more definite figure to the Legislature on the amount of support staff needed to properly handled the Title IV-D caseload in a county.

#### VI. District attorney Title IV-D caseload

The Title IV-D caseload of the district attorneys' family support divisions throughout the state provides the cases that become the calendars to be heard by the child support commissioners. There are statistics concerning how many existing active cases each county has and the number of new establishment cases each county brings each year.<sup>9</sup> These number are presented in Table 6, which shows the total active caseload, the number of new establishment actions, and the percentage of total cases that the establishment represents. The variation in percentage of new establishment cases from county to county is probably due to one or more of the following causes:

- The population make-up of the county
- The internal workings of the district attorney's office
- The ability of the court to hear cases
- The local legal culture
- Whether the county has recently begun to aggressively seek new establishment cases

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<sup>9</sup> The statistics are preliminary data supplied by the Department of Social Services and based on the July 1995 to June 1996 fiscal year.

Table 6 - Total Active Title IV-D Caseload and New Cases

County	Cases	New	New %	County	Cases	New	New %
Alameda	48,103	5,213	10.8%	Orange	73,686	9,772	13.3%
Alpine	111	0	0.0%	Placer	6,030	1,624	26.9%
Amador	1,608	298	18.5%	Plumas	762	112	14.7%
Butte	8,582	482	5.6%	Riverside	80,119	14,752	18.4%
Calaveras	1,919	363	18.9%	Sacramento	35,237	8,231	23.4%
Colusa	821	97	11.8%	San Benito	2,400	301	12.5%
Contra Costa	38,666	4,857	12.6%	San Bern.	41,584	4,240	10.2%
Del Norte	3,024	219	7.2%	San Diego	54,751	16,240	29.7%
El Dorado	8,720	1,145	13.1%	San Francisco	28,302	3,665	12.9%
Fresno	61,224	9,399	15.4%	San Joaquin	32,532	6,891	21.2%
Glenn	1,715	423	24.7%	San Luis Ob.	6,991	2,021	28.9%
Humboldt	6,158	1,060	17.2%	San Mateo	14,447	4,621	32.0%
Imperial	7,907	2,010	25.4%	Santa Barbara	21,364	5,286	24.7%
Inyo	1,540	148	9.6%	Santa Clara	49,128	6,923	14.1%
Kern	50,318	4,695	9.3%	Santa Cruz	5,196	751	14.5%
Kings	9,132	1,365	14.9%	Shasta	15,807	1,271	8.0%
Lake	3,377	893	26.4%	Sierra	160	41	25.6%
Lassen	1,529	200	13.1%	Siskiyou	4,015	840	20.9%
Los Angeles	226,752	28,373	12.5%	Solano	16,348	3,295	20.2%
Madera	5,765	757	13.1%	Sonoma	18,320	2,568	14.0%
Marin	3,840	1,097	28.6%	Stanislaus	25,495	5,051	19.8%
Mariposa	794	147	18.5%	Sutter	5,211	626	12.0%
Mendocino	4,110	622	15.1%	Tehama	4,321	240	5.6%
Merced	13,858	2,218	16.0%	Trinity	1,075	92	8.6%
Modoc	739	90	12.2%	Tulare	26,837	7,414	27.6%
Mono	224	36	16.1%	Tuolumne	3,139	409	13.0%
Monterey	13,470	3,493	25.9%	Ventura	35,077	8,066	23.0%
Napa	4,231	572	13.5%	Yolo	9,051	1,266	14.0%
Nevada	5,261	365	6.9%	Yuba	6,271	687	11.0%
				Total	1,157,154	187,933	16.2%

The existing caseload of active Title IV-D matters presents a workload for the court in two ways. One way is enforcement actions taken by the district attorney or resistance to enforcement actions taken by the paying parent. Counties are not currently required to report on enforcement action taken by those counties. Table 7 includes statistics from those counties voluntarily providing information regarding enforcement actions and includes court-related enforcement.<sup>10</sup>

<sup>10</sup> These items include criminal failure to support, contempt, writs of execution, judgment debtor examinations, and other unspecified enforcement actions.



Table 7 - Enforcement Actions

County	Total Cases	Enforcement actions	Enforcement actions as percentage of total cases <sup>11</sup>
Alpine	111	2	1.8%
Amador	1,608	1,015	63.1%
Calaveras	1,919	306	15.9%
Colusa	821	20	2.4%
Contra Costa	38,666	112,967	292.2%
Del Norte	3,024	122	4.0%
El Dorado	8,720	281	3.2%
Fresno	61,224	19,450	31.8%
Glenn	1,715	351	20.5%
Humboldt	6,158	436	7.1%
Imperial	7,907	129	1.6%
Inyo	1,540	527	34.2%
Kings	9,132	1,627	17.8%
Lake	3,377	1,081	32.0%
Lassen	1,529	14	0.9%
Los Angeles	226,752	6,376	2.8%
Mariposa	794	999	125.8%
Mendocino	4,110	222	5.4%
Merced	13,858	16,875	121.8%
Modoc	739	5	0.7%
Mono	224	13	5.8%
Napa	4,231	734	17.3%
Nevada	5,261	31	0.6%
Orange	73,686	2,031	2.8%
Placer	6,030	2,114	35.1%
Riverside	80,119	1,254	1.6%
Sacramento	35,237	10,210	29.0%
San Benito	2,400	590	24.6%
San Diego	54,751	179	0.3%
San Francisco	28,302	3,146	11.1%

<sup>11</sup> In many cases the enforcement percentage is greater than 100% because, on average, in that county, each active case had more than one enforcement action taken in that regard.

**Table 7 - Enforcement Actions (continued)**

County	Total Cases	Enforcement actions	Enforcement actions as percentage of total cases
San Joaquin	32,532	108	0.3%
San Luis Obispo	6,991	2,853	40.8%
San Mateo	14,447	67	0.5%
Santa Barbara	21,364	90	0.4%
Santa Clara	49,128	3,283	6.7%
Shasta	15,807	280	1.8%
Solano	16,348	43	0.3%
Sonoma	18,320	17,811	97.2%
Stanislaus	25,495	4,543	17.8%
Tuolumne	3,139	52	1.7%
Ventura	35,077	2,318	6.6%
Yuba	6,271	172	2.7%
Total	928,864	214,727	23.1%

Table 7 indicates that the present caseload figures collected on enforcement actions are not useful in predicting workload. More detailed information about the type of enforcement proceeding, and the court time associated with that proceeding, is needed in order to use enforcement data as a partial predictor of workload.

The second aspect of the existing Title IV-D caseload consists of modifications. Federal law requires review and consideration of modification for existing child support orders periodically or upon request of either party. The effect of this provision on a court's workload is unknown although it is anticipated that it will be substantial. The council is recommending that the courts maintain statistics on this subject to assist in future workload recommendations.

## VII. Suggestions for future data-gathering

There are a number of caseload-related statistics that could be useful in attempting to more accurately predict caseload and number of commissioners for each county. These have been mentioned throughout this report and are summarized here. The council will be developing, through its Family and Juvenile Law Advisory Committee, a recommended method for collecting and analyzing these statistics. A report from the committee on this subject is expected this year.

The subjects for study include the following:

- The number of hearings set in the court for establishment cases, enforcement cases,<sup>12</sup> and modification cases.
- The average amount of court time utilized for each contested establishment, enforcement, and modification case.
- The percentage of hearings set that result in contested proceedings in establishment, enforcement, and modification cases.
- The number of default establishment cases processed and the amount of court and support staff time spent processing the defaults.
- The effect on the number of contested cases and the length of time for hearing cases regarding either the level of acrimony involved in the case or the language needs of one or more of the participants in the case.
- The amount of support staff required to handle the paperwork generated by the Title IV-D caseload.

#### VIII. Analysis and recommendations

The key statistic, which is presently missing, is determining the number of hearings or other court-related time that each active Title IV-D case generates each year and the number of hearings or other court-related time that each establishment action generates. The council is directing the Family and Juvenile Law Advisory Committee to develop a system to collect these statistics over the next 18 months in order to better determine the actual need for commissioners.

Nonetheless, if either the existing experience indicated in the informal telephone survey of 323 cases per commissioner per week, or the court questionnaire recommended value of 243 cases per commissioner per week, is used, this results in the following number of minutes per case:

Number of cases per week	30 hours per week case time	40 hours per week case time
243 cases	7.4 minutes/case	9.8 minutes/case
323 cases	5.5 minutes/case	7.4 minutes/case

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<sup>12</sup> For enforcement cases, the study should include a breakdown of the various types of enforcement actions. This recommendation is part of every suggestion including collection of enforcement case data made in this report.

It should be noted that several of those courts surveyed by telephone indicated that the workload expressed in the survey was a very heavy workload. Given the importance of these cases to both the individual payor and the recipient, it would seem appropriate to ensure that an adequate amount of time is provided for hearing each case, and that a workload of 250 cases per commissioner per week is not unreasonable. This will still result in less than 10 minutes being provided for each case that goes to court hearing.

Because there is no method at present for determining the number of calendared hearings likely to result from a given active caseload, it is suggested that the workload of 250 cases per commissioner per week be used as a method of defining the workload of the commissioner (rather than a means of allocating commissioners or determining the need on a county-by-county basis). The analysis conducted above indicates that there is a need for at least 50 commissioners within the existing Title IV-D child support enforcement system. It is expected that the allocation noted above will, except in the very small counties where the allocation amount is .3 commissioner, result in a workload that will exceed 250 cases per week. Commissioners will be asked to keep workload statistics so that both the need for and the appropriate allocation of commissioners can be kept current with the caseload demands.

**Appendix A**  
**Family Law Subcommittee Members**

**Hon. Mary Ann Grilli, Chair**  
**Judge of the Santa Clara County Superior Court**

**Hon. William Anderson, Jr.**  
**Commissioner of the Riverside County Superior Court**

**Hon. Morrison England, Jr.**  
**Judge of the Sacramento Municipal Court**

**Hon. Paul Gutman**  
**Judge of the Los Angeles County Superior Court**

**Hon. Susan Harlan**  
**Judge of the Amador County Superior Court**

**Mr. Paul Hokokian**  
**Deputy District Attorney, Fresno County**

**Ms. Deanna L. Jang**  
**Attorney at Law, San Francisco**

**Mr. John Paulson**  
**Attorney at Law, Auburn**

**Ms. Sherri Pedersen**  
**Executive Office, Monterey County Superior Court**

**Mr. Ronald Rosenfeld**  
**Attorney at Law, Beverly Hills**

**Ms. Jan Shaw**  
**Director, Mediation Investigative Services, Orange County**

**Hon. Marguerite L. Wagner**  
**Judge of the San Diego County Superior Court**

**Ms. Kate S. Yavenditti**  
**Attorney at Law, San Diego**

**Appendix B  
AB 1058 Subcommittee Members**

**Hon. Mary Ann Grilli  
Judge of the Santa Clara County Superior Court**

**Ms. Leora Gerschenson  
Attorney at Law, San Francisco**

**Mr. Paul Hokokian  
Deputy District Attorney, Fresno County**

**Mr. Charles Mandel  
Assistant District Attorney, Los Angeles County**

**Hon. Lynne Meredith  
Commissioner of the Stanislaus County Superior Court**

**Mr. Lee Morhar  
Attorney, Department of Social Services**

**Mr. George Nielsen  
Assistant District Attorney, San Francisco City and County**

**Ms. Christine Patton  
Court Executive, Santa Cruz County Trial Courts**

**Hon. Harry Powazek  
Commissioner of the San Diego County Superior Court**

**Ms. Jan Shaw  
Director, Mediation Investigative Services, Orange County**

**Hon. Neil Shepherd  
Commissioner of the Sacramento County Superior Court**

**Ms. Kate S. Yavenditti  
Attorney at Law, San Diego**



## Judicial Council of California

Administrative Office of the Courts

303 Second Street, South Tower • San Francisco, California 94107 • Phone 415/396-9130 FAX 415/396-9358

**TO:** Family Law Supervising Judges  
Superior Court Executive Officers

**FROM:** Family Law Subcommittee  
Family and Juvenile Advisory Committee  
Michael A. Fischer, Committee Counsel

**DATE:** February 11, 1997

**SUBJECT:** Family Law Commissioners and Facilitators

This memorandum sets forth information regarding the Family Law Commissioner and Facilitator program as established by Assembly Bill No. 1058, describing the program requirements and the funding that will be made available to the courts at the end of this fiscal year and which is expected to be made available for ensuing fiscal years. We are also asking your input concerning various aspects of the program. *The portions of this memorandum that ask for your response are printed in bold-italic type. A sheet for submitting your responses is attached.*

### Funding for commissioners

Family Code section 4251 requires that each superior court shall provide sufficient commissioners to hear child support matters commencing July 1, 1997. The cooperative agreement between the Department of Social Services (DSS) and the Judicial Council provides for full state funding by DSS (with 2/3 of the funds provided by the federal government) for 50 commissioners statewide to hear child support enforcement matters. The hiring and assignment of the commissioners will be handled by each court.

In addition to funding for commissioners, there is funding for support staff as well. A total of \$50,000 per month for each commissioner position is allocated to cover commissioner and logistical support. The typical IV-D child support enforcement courtroom has a very high volume of paper and the amount allocated for each commissioner position takes the need for additional logistical support into account.

The Family and Juvenile Advisory Committee will be making recommendations to the council on the following issues involving commissioners:

- Minimum qualifications for commissioners (Family Code section 4252(b)(1))
- Caseload, case processing and staffing standards for commissioners setting forth the maximum number of cases that each commissioner can process (Family Code section 4252(b)(3))
- Offer technical assistance to counties regarding issues relating to implementation and operation of the system including sharing of resources between counties (Family Code section 4252(b)(5))
- Establishing procedures for the distribution of funding (Family Code section 4252(b)(6))

*We are asking your input on the following questions:*

1. *What should be the minimum qualifications for commissioners?*
2. *What is the maximum number of cases a commissioner can process and should there be a different weight for the establishment of a child support obligation and an enforcement action?*
3. *How many commissioners (expressed in terms of whole or fractional full-time equivalents) do you estimate your county may require and can accommodate? Please note that because of the funding source for the commissioners, the commissioners can only be used for Title IV-D child support enforcement.*
4. *What technical assistance will you require?*
5. *If your county cannot utilize a full-time commissioner, would you wish to share a commissioner and staff with another county, hire a commissioner and staff part-time, or hire a commissioner and staff full-time and pay out of other court money for the other cost of the commissioner and staff? If you wish to share a commissioner with another county, how may the council assist in this process?*
6. *What other issues do you see in regard to funding distribution and the commissioner and logistical support?*

#### Office of Family Law Facilitator

Family Code section 10002 requires that each superior court shall maintain an office of the family law facilitators, staffed by an attorney licensed to practice law in this state who has family law mediation or litigation experience. The court appoints the facilitator.

Section 10004 sets forth the services that the office is to provide. There are optional duties that the superior court may assign to the facilitator listed in section 10005.



The cooperative agreement between the council and DSS provides funding for this office. Each court will have some funds provided to them although the exact amount is not yet know. The money for this fiscal year for these offices, statewide, is \$2,475,000. We anticipate that next year funding will be approximately \$7,500,000.

Section 10010 requires that the council adopt minimum standards for the office of family law facilitator.

*We are asking for your input on the following questions:*

- 7. Should funding for the facilitator officers be allocated on a caseload related basis and, if not, on what basis should the funding be allocated?*
- 8. Many counties will not receive sufficient funding for a full time facilitator office. Would your county, in this case, wish to establish a joint facilitator office with adjacent counties and, if so, how may the council assist in this process?*
- 9. What minimum standards for the office of family law facilitator do you recommend (including, if applicable, specific standards for small counties)?*
- 10. What one-time startup costs do you envision for your court's office?*
- 11. What other assistance may the council provide you in implementing the facilitator office?*

#### Training of commissioners and staff

Family Code section 4252(b)(2) requires the council establish minimum educational and training requirements for the commissioners and other court personnel. The council's agreement with DSS requires the council to provide this training which, we envision, will commence shortly after the start of the next fiscal year. We will be providing you more information on this as the program is developed.

#### Rules and forms

Forms to implement the new procedures under this legislation are presently being circulated for comment. We anticipate adoption of these forms by the council at its May, 1997 meeting. We also anticipate that some forms may be adopted on an interim basis shortly. You may also wish to work with your local district attorney child support enforcement division to adopt these forms as local forms pending council action. If you have any questions concerning this process please let us know.

#### Conclusion

Please return the enclosed question response sheet to us by February 28, 1997. If you have any question please contact Michael Fischer at (415) 396-9130.







**10. What one-time startup costs do you envision for your court's office?**

**11. What other assistance may the council provide you in implementing the facilitator office?**



# Sacramento Superior and Municipal Courts

Michael Roddy  
Court Executive Officer

April 4, 1997

Michael Fischer  
Administrative Office of the Courts  
303 Second Street, South Tower  
San Francisco, CA 94107

RE: Family Law Commissioner and Facilitator Program

Dear Mr. Fischer:

In your memorandum dated February 20, 1997, you stated there is a total of \$50,000 funding per month (\$600,000 per year) for each court commissioner position allocated under the Family Law Commissioner and Facilitator program established by Assembly Bill 1058. This funding is to cover the commissioner salary and benefits and logistical support. Based on the actual costs incurred by the Sacramento Court for this program, this amount of funding is inadequate to meet current program expenditures.

The Sacramento Superior and Municipal Court has had a family law commissioner and staff dedicated to Title IV-D child support enforcement since 1993. This program has been funded with federal funds through our county District Attorney (Bureau of Family Support). The Court and the District Attorney entered into a cooperative agreement to reimburse the Court for the cost for personal services (salaries and benefits) and operating costs (supply and services) chargeable to the program. To support this existing program with one commissioner, budgeted expenditures for FY 97-98 are \$877,000. See Attachment for details of budgeted FY 97-98 costs. As you can see, the \$600,000 allocated by AOC for FY 97-98 is \$277,000 less than the current amount needed to operate the program.

This is not only a Sacramento County problem. I have discussed this matter with several other administrators whose courts have established child support enforcement programs. They also indicate that the estimated funding of \$600,000 per year per commissioner will be inadequate to fully offset existing personnel and services and supplies costs attributable to child support enforcement court operations.

RECEIVED  
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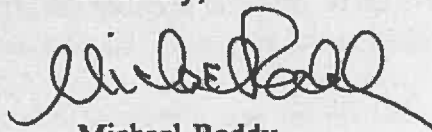
Mr. Michael Fischer  
April 4, 1997  
Page 2

For the Sacramento Superior and Municipal Court to fully analyze the potential impacts of implementing a child enforcement program pursuant to AB 1058, we need the following information:

1. Will the AOC allocate additional funds to Sacramento Superior and Municipal Courts to cover the actual costs of the program?
2. If no additional funding above the \$600,000 limit is possible, how will this shortfall be handled through the trial court budget process? AB 1058 states that salary costs for the commissioner and support staff shall not be considered a part of allowable court operations for trial court funding. Neither the courts nor the county wants to pare this very successful program. Collections of financial support for children have nearly doubled since the hiring of the family law commissioner in Sacramento (from 27.45 million in FY 91-92 to \$51.8 million in FY 95-96). Yet, if we maintain this program at its current level, the \$277,000 shortfall would be borne entirely by Sacramento County with no reimbursement from state trial court funding. This seems inconsistent with the intent of AB 1058.

We would appreciate a prompt response. The time frame for implementing the changes imposed by AB1058 is growing shorter. If you need any further information, do not hesitate to call Chuck Robuck (916) 440-5219.

Sincerely,



Michael Roddy  
Executive Officer

**Attachment**

cc: Hon. William R. Ridgeway, Presiding Judge  
Hon. Charles Kobayashi, Presiding Judge, Family Court Services  
Michael Curtis, Assistant Executive Officer  
Robbie Johnson, Director of Family Law and Probate  
Robert Thomas, County Executive  
Kiri Torre, Administrative Office of the Courts  
Martin Moshier, Administrative Officer of the Courts

**ANALYSIS & REVENUE**

**1. STAFFING COSTS**

Based on FY 97-98 Personnel Budget Report dtd 1/3/97

FTE	Position	Salary	Incentive	Retirement	FICA	Insurance	Total Salary/Benefit	% charged to BFS	FY 97-98 BFS TOTAL
<b>ADMIN. SUPPORT</b>									
.15	Director Family Court Services/Probate	60,651	2,032	6,569	4,796	5,628	79,676	15%	11,951
.15	Supervising Ct. Clerk	46,475	0	5,033	3,556	5,907	60,971	15%	9,146
.20	Ct Process Analyst	41,120	0	3,948	3,146	6,459	54,673	20%	10,935
<b>COURTROOM</b>									
1.00	Commissioner	94,026	3,150	11,603	5,445	5,628	119,852	100%	119,852
1.00	Ct Clerk	37,957	0	3,644	2,904	6,279	50,784	100%	50,784
1.00	Ct Clerk	39,464	0	4,274	3,018	6,281	53,037	100%	53,037
1.00	Electronic Recording Monitor	32,237	0	3,419	2,466	6,300	44,422	100%	44,422
<b>PROCESS SUPPORT</b>									
1.00	Ct Clerk (Lead Worker)	37,957	0	3,644	2,904	6,279	50,784	100%	50,784
1.00	DC III (Sustain Input Clk)	30,948	0	3,352	2,368	6,281	42,949	100%	42,949
1.00	DC III (Limited term)	32,625	0	3,533	2,496	6,294	44,948	100%	44,948
1.00	DC IV (Limited term)	30,348	0	3,287	2,322	6,279	42,236	100%	42,236
1.00	County Temp						25,462	100%	25,462
1.00	Agency Temp						17,916	100%	17,916
1.00	Agency Temp						21,586	100%	21,586
1.00	Resords	27,571	0	2,647	2,110	6,281	38,609	100%	38,609
.10	Accounting Tech	36,572	0	3,511	2,798	5,924	48,805	10%	4,881
.10	Account Clerk III	32,086	0	3,616	2,455	6,290	44,447	10%	4,445
.25	Warrants	30,948	0	3,352	2,368	6,281	42,949	25%	10,737
<b>12.95</b>	<b>TOTAL FY 97-98 BFS STAFFING COSTS</b>						<b>604,679</b>		<b>\$605,000</b>

**2. COURT SECURITY**

Deputy Sheriffs (incl. .5 for Hall Security)  
 (amount shown is based on 96-97 hrly rate of \$53.60 (no COLA added for 97-98) times 2,700 hrs.  
 (which is based on 1,800 billable hours per year per bailiff FTE)

\$145,000

**3. SUPPLIES AND SERVICES**

(Based on 96-97 revised BFS spreadsheet which includes \$27,000 direct 2000's + \$100,000 allocated indirect)

127,000

**TOTAL ESTIMATED FY 97-98 BFS COSTS AND REVENUE**

\$877,000

(rounded)



**TAB 3**

# AB1058 Joint Subcommittee Charge

At the Judicial Council meeting on February 26, 2016, the Council approved the following recommendations, which comprise the current charge of the Joint Subcommittee:

1. Allocate funding using the historical funding allocation model in FY 2016–2017. Develop a framework for a workload-based funding methodology for implementation no later than fiscal year 2018-2019\* and coordinate with DCSS on its current review of funding allocations for local child support agencies.<sup>1</sup>
2. When developing a funding methodology in the future, determine whether there is sufficient data to determine the specific workload of the family law facilitator, which may be different than how workload for the child support commissioner is determined.
3. Adopt the recommendation of the Joint Subcommittee for revising the process of how funds are moved from one court to another during a fiscal year to maximize program resources.
4. Reappoint the Joint Subcommittee for at least fiscal year 2016-2017 to continue consideration of the allocation of the AB1058 funds;
5. Direct the Joint Subcommittee to work with DCSS as it reviews its funding allocation methodology for the local child support agencies;
6. Authorize the Joint Subcommittee to continue its work to determine accurate and complete workload numbers to include in a funding methodology for both child support commissioners and family law facilitators; and
7. As part of the Joint Subcommittee's funding methodology determination, establish a subject matter expert group comprising both child support commissioners and family law facilitators to provide input and expertise to the Joint Subcommittee.

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<sup>1</sup> Per the Council's Executive and Planning Committee, the work of the Joint Subcommittee is to trail the work of TCBAC's Funding Methodology Subcommittee, with a delay in the implementation of a new methodology for the AB1058 program for at least one additional fiscal year.

**TAB 4**

# AB1058 Federal, State, and Contractual Requirements

## Federal Regulations

- Within 90 days of locating an alleged parent, establish an order for support or complete service to commence proceedings to establish an order.
- Establish a support order for 75% of cases within 6 months and 90% of cases within 12 months after the date of service.
- Complete the review and adjustment process to establish or modify an order within 180 calendar days.
- Review and adjust orders every three years.

## State Statutes

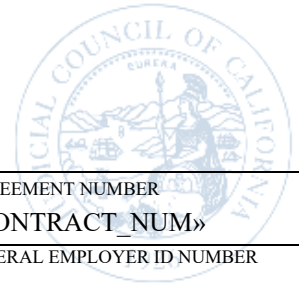
- Family Code § 4251(a): Each court shall provide sufficient commissioners to hear Title IV-D child support cases.
- Family Code § 10002: Each court shall maintain an office of the family law facilitator, staffed by a licensed attorney.

## Contract between JCC and Courts

- Minimum time processing standard requires all documents to be filed within 10 court days.
- Hearings must be calendared within 5 days of filing of moving papers
- Mandatory training for court program staff
- Accurately document time working on the program

# TAB 5

**JUDICIAL COUNCIL OF CALIFORNIA**  
**STANDARD AGREEMENT COVERSHEET** (rev 07-14-14)



	AGREEMENT NUMBER «CONTRACT_NUM»
	FEDERAL EMPLOYER ID NUMBER <b>On File</b>

1. In this agreement (the “Agreement”), the term “Contractor” refers to **Superior Court of California, County of «COUNTY»**, and the term “Judicial Council” refers to the **Judicial Council of California**.

2. The title of the Agreement is: **Child Support Commissioner Program for Fiscal Year 2017–2018**

The title listed above is for administrative reference only and does not define, limit, or construe the scope or extent of the Agreement.

3. This Agreement becomes effective as of: **July 1, 2017 (the “Effective Date”) and expires on June 30, 2018.**

4. The maximum amount that the Judicial Council may pay Contractor under this Agreement is **\$«CONTRACT\_AMT» through June 30, 2018.**

5. The parties agree to the terms and conditions of the Agreement and acknowledge that this Agreement (made up of this coversheet, the following exhibits, and any attachments) contain the parties’ entire understanding related to the subject matter of this Agreement. If there are any inconsistent terms in the exhibits, the following is the descending order of precedence: Exhibit A, D, B, C, F, G, H, I, and E.

- Exhibit A – Standard Provisions
- Exhibit B – Special Provisions
- Exhibit C – Reimbursement Provisions
- Exhibit D – DCSS Special Terms and Conditions
- Exhibit E – Court Contacts
- Exhibit F – Budget
- Exhibit G – Forms
- Exhibit H – Notice of Appointment of Title IV-D Child Support Commissioner
- Exhibit I – Form Sets to be E-Filed

JUDICIAL COUNCIL’S SIGNATURE	CONTRACTOR’S SIGNATURE
<b>Judicial Council of California</b>	CONTRACTOR’S NAME (if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc.) <b>Superior Court of California, County of «COUNTY»</b>
BY (Authorized Signature) 	BY (Authorized Signature) 
PRINTED NAME AND TITLE OF PERSON SIGNING Stephen Saddler, Manager	PRINTED NAME AND TITLE OF PERSON SIGNING «NAME»
ADDRESS Branch Accounting and Procurement   Administrative Division 455 Golden Gate Avenue, 6th Floor San Francisco, CA 94102-3688	ADDRESS «ADDRESS»

**EXHIBIT A  
STANDARD PROVISIONS  
CHILD SUPPORT COMMISSIONER PROGRAM FY 2017–2018**

**1. RELATIONSHIP OF PARTIES**

Nothing in this Agreement shall be construed as affecting the employment status of any officer or employee of the Court.

**2. TERMINATION FOR CAUSE**

Either party may terminate this Agreement if the other party materially breaches a provision of this Agreement, and such breach is not cured within 30 days of written notice given by the party seeking to terminate. If the Agreement is terminated by the Judicial Council, the Judicial Council may proceed with the non-court related Work in any manner it deems proper, and the Judicial Council will be relieved of the payment of any consideration to the Court. The cost to the Judicial Council to perform this Agreement shall be deducted from the any sum due to the Court under this Agreement, and the balance, if any, shall be paid to the Court upon demand to the extent Work has been performed and is deemed acceptable under the terms and conditions of this Agreement.

**3. NO ASSIGNMENT**

The Court shall not assign this Agreement in whole or in part without the written consent of the Judicial Council.

**4. TIME OF ESSENCE**

Time is of the essence in the performance of the services of this Agreement.

**5. VALIDITY OF ALTERATIONS**

Alteration or variation of the terms of this Agreement shall not be valid unless made in writing and signed by all parties, and an oral understanding or agreement that is not incorporated shall not be binding on any of the parties.

**6. CONSIDERATION**

The consideration to be paid to the Court under this Agreement shall be reimbursement for all the Court's expenses incurred in the performance of this Agreement not to exceed the contract amount, unless otherwise expressly provided.

***END OF EXHIBIT***

**EXHIBIT B**  
**SPECIAL PROVISIONS**  
**CHILD SUPPORT COMMISSIONER PROGRAM FY 2017–2018**

**1. DEFINITIONS**

Terms defined below and elsewhere throughout the Contract Documents shall apply to the Agreement as defined.

- A. “**Accounting**” or “**Judicial Council Accounting**” refers to the Judicial Council Grant Accounting contact person designated in Exhibit C, Reimbursement Provisions, and authorized by the Judicial Council to oversee the fiscal functions of the Agreement between the Judicial Council and the Court.
- B. “**Amendment**” means a written document issued by the Judicial Council and signed by the Court, who alters the Contract Documents and identifies the following: (i) a change in the work; (ii) a change in the Contract Amount; (iii) a change in time allotted for performance; and/or (iv) an adjustment to the Agreement terms.
- C. “**Appropriation Year**” means the period of time that the legislative authority has authorized spending for a defined purpose. The Appropriation Year for agreements funded by the Legislature of the State of California commences July 1 and ends on June 30 of each year. The Appropriation Year for agreements funded by the United States Congress commences October 1 and ends on September 30 of each year.
- D. “**Commissioner(s)**” refers to the individual(s), qualified under state and federal law, hired or contracted by the Court to hear Title IV-D support actions.
- E. “**Work**” or “**Services**” refers to services performed pursuant to Family Code §§4251 and 4252.
- F. “**Confidential Information**” means trade secrets, financial, statistical, personnel, technical, and other data and information relating to the Judicial Council’s business or the business of its constituents. Confidential Information does not include (i) information that is already known by the receiving party, free of obligation of confidentiality to the disclosing party; (ii) information that becomes generally available to the public, other than as a result of disclosure by the receiving party in breach of this Agreement; (iii) information that is independently developed by the receiving party without reference to the Confidential Information; and (iv) information that the receiving party rightfully obtains from a Third Party free of the obligation of confidentiality to the disclosing party.
- G. The “**Contract**” or “**Contract Documents**” constitute the entire integrated agreement between the Judicial Council and the Court, as attached to and incorporated by a fully executed Judicial Council Standard Agreement form. The terms “Contract” or “Contract Documents” may be used interchangeably with the term “**Agreement.**”



Judicial Council Standard Agreement

Contract No. «CONTRACT\_NUM» with Superior Court of California, County of «COUNTY»

- H. **“Contract Amount”** means the total amount encumbered on the fully executed Judicial Council Standard Agreement for any reimbursement by the Judicial Council to the Court for allocable Program expenses and costs, in accordance with the Contract Documents.
- I. The **“Court”** or **“Contractor”** refers to the Superior Court of the State of California identified on the fully executed Judicial Council Standard Agreement as contracting with the Judicial Council.
- J. **“Deliverable(s)”** or **“Submittal(s)”** means one or more items, if specified in the Contract Documents, that the Court shall complete and deliver or submit to the Judicial Council for acceptance.
- K. **“Department of Child Support Services”** or **“DCSS”** refers to the single state organizational unit, created by Family Code section 17200, whose duty is to administer the Title IV-D state plan for securing child and spousal support, medical support, and determining paternity. The term “Department of Child Support Services” may be used interchangeably with the term **“California Department of Child Support Services.”**
- L. **“Invoice Instructions”** refers to the document entitled “Invoice Reporting Instructions, AB1058 Child Support Commissioner and Family Law Facilitator Program”, published by the Judicial Council and previously provided to the Contractor.
- M. **“Local Child Support Agency”** means the new county department of child support services, created pursuant to Family Code section 17304.
- N. **“Notice”** means a written document initiated by the authorized representative of either party to this Agreement and given by:
  - i. Depositing in the U. S. Mail (or approved commercial express carrier) prepaid to the address of the appropriate authorized representative of the other party, which shall be effective upon date of receipt; or
  - ii. Hand-delivered to the other party’s authorized representative, which shall be effective on the date of service.
- O. **“Program”** refers to all activity relative to this Agreement including activity of the Court, its Subcontractors, the Judicial Council, and the Judicial Council’s representatives. The term “Program” may be used interchangeably with the terms **“AB 1058 Program,” “Title IV-D,”** and **“Child Support Commissioner Program.”**
- P. The **“Program Manager”** refers to the individual or authorized designee empowered by the Judicial Council to oversee and manage the AB 1058 Program.
- Q. **“Judicial Council Standard Agreement”** means the form used by the Judicial Council to enter into agreements with other parties. Several originally signed, fully executed versions of the Judicial Council Standard Agreement, together with the integrated Contract

Documents, shall each represent this Agreement as an individual “**Contract Counterpart.**”

- R. “**Subcontractor**” shall mean an individual, firm, partnership, or corporation having a contract, purchase order, or agreement with the Court, or with any Subcontractor of any tier for the performance of any part of the Agreement. When the Judicial Council refers to Subcontractor(s) in this document, for purposes of this Agreement and unless otherwise expressly stated, the term “Subcontractor” includes, at every level and/or tier, all subcontractors, subconsultants, suppliers and materialmen.
- S. “**Third Party**” refers to any individual, association, partnership, firm, company, corporation, consultant, Subcontractor, or combination thereof, including joint ventures, other than the Judicial Council or the Court, which is not a party to this Agreement.

## 2. STATE AND FEDERAL COMPLIANCE

- A. The parties to this Agreement shall comply with Title IV-D of the Social Security Act, implementing regulations, and all federal and state regulations and requirements promulgated thereunder.
- B. The parties to this Agreement are subject to any restrictions, limitations, or conditions enacted or adopted by the Legislature, Congress, the Federal Office of Child Support Enforcement, or the California Department of Child Support Services that may affect the provisions, terms or funding of this Agreement in any manner.

## 3. ORGANIZATIONAL STRUCTURE

The parties to this Agreement shall maintain an organizational structure and sufficient staff to administer and supervise all of the functions for which they are responsible under this Agreement and the requirements under state and federal law. The parties shall meet the applicable standards for program operation in accordance with 45 Code of Federal Regulations, sections 302, 303, and 304.

## 4. JUDICIAL COUNCIL RESPONSIBILITIES

- A. Subject to the provisions of this Agreement and subject to the overall funding provided for under this Agreement, the Judicial Council will reimburse the Court for the costs properly claimed under this Agreement.
- B. The Judicial Council will provide education, training courses, and materials for Commissioner(s) and staff, as appropriate. Training shall include both federal and state laws concerning child support. Training shall also include accessing and using the DCSS child support calculator.
- C. The Judicial Council will provide technical assistance to the Court regarding issues relating to implementation and operation of the child support enforcement program as defined by

Judicial Council Standard Agreement

Contract No. «CONTRACT\_NUM» with Superior Court of California, County of «COUNTY»

federal and state laws and regulations, including but not limited to assistance related to funding, staffing, the sharing of resources, and assisting courts by providing a method for submitting data noted in Section 6.BB of this Exhibit B.

- D. The Judicial Council will negotiate and execute any leases for facilities housing the Program as authorized by The Trial Court Facilities Act of 2002 (Government Code sections 70391-70393) and California Rules of Court 10.180, 10.181, and 10.184.
- E. The Judicial Council will cooperate and coordinate efforts with the Court to facilitate the objectives of this Agreement.

**5. COURT DELIVERABLES**

- A. Pursuant to the Agreement, the Court shall provide the following Deliverables:
  - i. A copy of the written plan of cooperation between the Court and the Local Child Support Agency using the model language drafted by the Department of Child Support Services and revised by the Judicial Council and representatives from the Court Executive Advisory Committee. This Deliverable must be received by the Judicial Council no later than November 30, 2017. Any amendments to the plan of cooperation must be forwarded to the Judicial Council within thirty (30) days of execution of this Agreement. No invoice received after November 30, 2017 will be paid until a copy of the plan of cooperation signed by the Court and the Local Child Support Agency is received by the Judicial Council, unless the deadline for submission has been extended, in writing, by the Program Manager.
  - ii. The Court shall provide a copy of the contract(s) between the Commissioner(s) and the Court to the Judicial Council, if a Commissioner is not a Court employee. This Deliverable(s), which must be a copy of the contract(s) signed by both parties, must be received by the Judicial Council no later than **November 30, 2017**. Any amendments to such contract(s) must be forwarded to the Judicial Council within thirty (30) days of execution.
  - iii. The Court shall provide a copy of any memorandum of understanding, plan of cooperation or other agreement between itself and another Court, if there is an arrangement to share resources such as a child support commissioner.

**6. COURT RESPONSIBILITIES**

- A. The Court agrees to cooperate with the Judicial Council to fulfill the purposes of this Agreement.
- B. The Court shall oversee the selection, appointment, and supervision of the Commissioner(s) who meet(s) the qualifications set forth in this Agreement and any applicable state and federal law.

Judicial Council Standard Agreement

Contract No. «CONTRACT\_NUM» with Superior Court of California, County of «COUNTY»

- C. The Court shall ensure that the Commissioner(s) possess(es) the following qualifications:
  - i. Citizenship of the United States;
  - ii. Residency of the State of California;
  - iii. Active membership of the California State Bar for a minimum period of ten (10) years immediately before his or her appointment, unless he or she has been an inactive member due to previously holding the position of judge, referee, or commissioner; or, on a finding of good cause by the presiding judge, for at least 5 years; or is serving as a subordinate judicial officer in a trial Court as of January 1, 2003;
  - iv. Hold office at the pleasure of the Court appointing him or her;
  - v. Experience in family law with preference for experience in Title IV-D Child Support Enforcement; and
  - vi. Comprehensive knowledge of all applicable state and federal law.
- D. The Court shall ensure that the appointment of the Commissioner(s) and staff is in accordance with California Family Code sections 4251-4252.
- E. The Court shall provide notice using the form attached to this Agreement as Exhibit H (“Notice of Appointment of Title IV-D Child Support Commissioner”) to the Judicial Council Program Manager within 30 days of appointing a Title IV-D Child Support Commissioner certifying that the newly appointed Child Support Commissioner meets the minimum qualifications contained in Section 6.C above.
- F. The Court shall ensure that Child Support Commissioners receive education and training regarding Title IV-D child support law provided by the Judicial Council no more than six months after being appointed as a Child Support Commissioner.
- G. The Court shall ensure that Title IV-D support actions before the Commissioner(s) have priority over all other actions (see Cal. Family Code, § 4252(a)).
- H. The Court shall ensure that Title IV-D support actions are processed in accordance with applicable state and federal laws and regulations, and statewide Rules of Court including but not limited to provisions relating to security and confidential information and the mandatory use of the DCSS child support guideline calculator subject to the provisions of California Rules of Court Rule 5.275.
- I. The Court shall ensure that all Child Support Commissioners are annually certified in the use of the statewide Child Support Guideline Calculator in the Department of Child Support Services case management system. The Judicial Council will provide the mechanism for becoming certified.
- J. The Court will work with the Local Child Support Agency to adopt minimum time processing standards for all documents filed with the Court by the Local Child Support Agency. This time processing standard should not exceed ten (10) Court working days and must include a provision for the immediate processing of a specific filing in exceptional

Judicial Council Standard Agreement

Contract No. «CONTRACT\_NUM» with Superior Court of California, County of «COUNTY»

circumstances. Where courts are unable to meet these timeframes, due to circumstances beyond the court's control, the court will inform the Local Child Support Agency in order to develop a plan to ensure timely filings.

- K. The Court will provide sufficient Court calendar time to meet the federally required expedited processing timeframes. Moving papers submitted for filing which require the scheduling of a Court hearing should be processed, including the assignment of a hearing date, on average within five (5) Court days of the submission of the documents to Court. Where courts are unable to meet these timeframes, due to circumstances beyond the court's control, the court will inform the Local Child Support Agency in order to develop a plan to facilitate timely hearings.
- L. To the extent permissible by law and where electronic records are made available by the Court, the Court will provide the Local Child Support Agencies with access to electronic viewing and printing of confidential and public Court records and Court document filing systems. The state Department of Child Support Services will pay for any license fees associated with this access. Should the Court require assistance in the submission of its invoice for license fees to DCSS, the Court may contact the Judicial Council Program Manager.
- M. Prior to implementing new technology to enhance the processing of Family and Parentage cases, the Court will collaborate with the Local Child Support Agency to identify opportunities to create efficiencies through the use of technology, including developing functionality for e-filing with bi-directional file exchange and the capability of file exchange of forms sets described in Exhibit I. The Court shall consult with the Judicial Council and either the Department of Child Support Services or the Local Child Support Agency when developing the requirements of any e-filing application to ensure local business practices and e-filing requirements are in alignment. The state Department of Child Support Services and the Judicial Council will provide technical support to courts involved in implementing this provision.

In an effort to enhance program efficiencies and coordination, where an implementation schedule for e-filing has been developed by the court, the court should provide the local child support agency with the implementation schedule as soon as practicable and any subsequent changes to the implementation schedule when the change is made known.

- N. The Court shall enter into a written agreement with the Local Child Support Agency that delineates the respective responsibilities of each party for ensuring compliance with federal and state laws and regulations and statewide Rules of Court. Such agreement shall specify time standards for document processing and case calendaring and shall establish a process for resolving issues that may arise in connection with Title IV-D case processing.
- O. The Court shall meet with the Local Child Support Agency periodically, but no less than quarterly, to discuss purely procedural issues of mutual interest and concern that may arise in connection with 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 the procedures mandated by federal law, state law and statewide Rules of Court and automation

Judicial Council Standard Agreement

Contract No. «CONTRACT\_NUM» with Superior Court of California, County of «COUNTY»

issues. These meetings may include representatives from the Court, including but not limited to the child support commissioner, court clerks and court operations representatives, the Local Child Support Agency, the family law facilitator's office, the private bar, other county departments, members of the public, or others as appropriate on either an ad hoc or regular basis.

- P. In the event of a change to the local court's weekly hearing schedule or weekly calendar which results in more than three (3) "dark" or non-operational court days in a month, the Court shall provide the Local Child Support Agency with a minimum of 30 days' notice. Where the Court is unable to meet this timeframe, due to circumstance beyond the Court's control, the Court shall provide notice as soon as the circumstances is known.
- Q. The agreement between the Court and the Local Child Support Agency must also specify that the Court shall 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. Any such duplication of expenditures subsequently determined by audit will be subject to recovery by the Judicial Council.
- R. Specifically, and without limiting the generality of the foregoing paragraph, the Court agrees not to receive any funds from an agreement with the Local Child Support Agency for Title IV-D activities during the term of this Agreement without advance written approval of the Judicial Council and the DCSS.
- S. The Court shall ensure that the Commissioner(s) perform(s) the duties in accord with this Agreement in addition to those enumerated in California Code of Civil Procedure section 259 and California Family Code section 4251.
- T. If the allocated number of Commissioners is greater than one (1), and is not a whole number, then the actual number of Commissioners hired by the Court may not be less than the number allocated, rounded down to the next whole number, unless the Judicial Council agrees otherwise. If the allocated number of Commissioners is a whole number, the actual number of Commissioners cannot be rounded down.
- U. The Court shall ensure an appropriate level of staff, consistent with staffing standards developed by the Judicial Council, to assist the Commissioner(s) in the performance of Title IV-D duties.
- V. The Court shall ensure that the Commissioner(s) and support staff receives the appropriate training as prescribed by the Judicial Council and as set forth in California Rules of Court, rules 5.300, 5.340, and 5.355. In addition, the Court shall contact the Judicial Council Program Manager, in advance of a new commissioner assuming their duties, in order to arrange for the commissioner to receive adequate training in accessing and using the DCSS guideline child support calculator and to obtain a password to access the calculator.

Judicial Council Standard Agreement

Contract No. «CONTRACT\_NUM» with Superior Court of California, County of «COUNTY»

- W. The Court shall ensure that the reimbursements claimed are limited to that portion of time the Commissioner(s) and staff devote and is specifically identifiable to matters involving Title IV-D child support. The Court shall ensure that all court staff working on the program appropriately track their time to ensure accurate records and reimbursement requests.
- X. When considering leasing facilities intended to house the Program, the Court shall submit requests for authorization to proceed with a lease to the Program Manager for review and approval. The Program Manager will determine if there are Program funds available to cover the costs associated with the leased facility. Requests will be evaluated on a case-by-case basis and in consultation with other Judicial Council divisions, as appropriate, and must be in compliance with The Trial Court Facilities Act of 2002 (Government Code sections 70391-70393) and California Rules of Court 10.180, 10.181, and 10.184.
- Y. The Court shall not expend any of the money received under this Agreement on the use, maintenance, or creation of non-stenographic methods for preparing the official verbatim record of Superior Court proceedings. The Court shall take all necessary steps to comply with this clause, including preserving documentation to establish that these moneys have not been used for that purpose.
- Z. In proceedings under the Uniform Interstate Family Support Act the Court shall, when appropriate, permit a party or witness residing in another state to be deposed or to testify by telephone, audiovisual means, or other electronic means at a designated tribunal or other location in that state, as specified in Family Code section 5700.316(f). The Court shall cooperate with tribunals of other states in designating an appropriate location for the deposition or testimony.
- AA. The Court shall provide statistical and other program information as requested by the Judicial Council. At a minimum this information shall consist of the data required in columns H and I of the Family Law Summary portion of the Judicial Branch Statistical Information System (JBSIS) Report.
- BB. On an on-going basis, the Court shall provide an annual report providing the information listed below to the Judicial Council for the period October 1<sup>st</sup> through September 30<sup>th</sup>. All Courts are required to submit the following information on or before October 31<sup>st</sup> of each year to assist the Judicial Council in completing the Title IV-D Child Support Commissioner and Family Law Facilitator Annual Report (Annual Report) and complying with reporting requirements and timelines set by the Department of Child Support Services. Judicial Council staff will work with the Courts to provide a method for submitting the data.

In implementing this provision, it is noted that the Department of Child Support Services will hold back and not advance any payment for the month of December pending the Judicial Council's submission of the Annual Report. Upon submission of a complete statewide Annual Report, the DCSS shall pay the withheld payment for the December invoice.

Each report shall include the metrics listed below:

- The total number of Title IV- D Child Support Court Commissioners (part-time or full time) funded under this contract;
- The number of days each courtroom funded under this contract was used for hearing a Title IV-D matter. A day shall be defined as a minimum of 4 hours. Partial days may be reported;
- The number of court support staff assigned to do Title IV-D Child Support work, and if not assigned full-time to do Title IV-D work, the percentage of time funded under this contract;
- The number of courtrooms used for Title IV-D hearings and the location of each courtroom funded under this contract; and
- Whether the Court uses electronic filing for Title IV-D cases and if so a description of the e-filing method and what documents are filed electronically.

## **7. JOINT RESPONSIBILITIES**

- A. The Judicial Council and the Court agree to execute Amendments to this Agreement whenever necessary to reflect new or revised state or federal statutes or regulations. The Judicial Council and the Court further agree to execute Amendments to reflect a material change in any phase of state or federal law, organization, policy, or state or local agency operation or organization.
- B. The Judicial Council and the Court shall comply with state and federal laws and regulations concerning safeguarding of information. (See Cal. Family Code §17212, Welf. & Inst. Code, § 11478.1, 111430 and 111440 of Title 22, California Code of Regulations and 45 C.F.R., § 303.21.) No information that identifies any applicant or recipient of public assistance by name and address shall be disclosed to any committee or legislative body.

## **8. AGREEMENT COMMUNICATION AND ADMINISTRATION**

- A. The Court shall designate a staff member to have primary responsibility for Program liaison and coordination of activities under this Agreement and meet with the Program Manager, when necessary, to further define specific procedures and responsibilities. Any Notice shall be submitted to this Program liaison.
- B. The Court's Program liaison, plus the court executive officer and the administrative and accounting contact persons, including names, addresses, telephone numbers, fax numbers, and email addresses, shall be set forth in Exhibit E, Court Contacts.
- C. During the term of the Agreement, the Court shall notify the Program Manager of any proposed changes to Exhibit E.
- D. Under this Agreement, the Program Manager shall be the contact person. All requests and communications about the Program shall be made through the Program Manager. Any



Notice from the Court to the Judicial Council shall be in writing and shall be delivered to the Program Manager. Contact the Program Manager as follows:

Judicial Council of California  
Anna L. Maves, Program Manager  
2860 Gateway Oaks, Suite 400  
Sacramento, CA 95833  
Telephone: 916-263-8624  
E-mail: [Anna.Maves@jud.ca.gov](mailto:Anna.Maves@jud.ca.gov)

- E. The Accounting contact person is identified in Exhibit C, Reimbursement Provisions.

**9. MANNER OF PERFORMANCE OF SERVICES**

The Court shall complete all work specified under this Agreement to the Judicial Council's satisfaction. Under this Agreement, the Court shall be monitored and evaluated by the Judicial Council. The Judicial Council may delegate monitoring and evaluation of the Court to a separate entity, as deemed necessary by the Judicial Council.

**10. TERMINATION OTHER THAN FOR CAUSE**

- A. In addition to termination for cause under Exhibit A, Standard Provisions, Paragraph 3, the Judicial Council may terminate the Agreement at any time upon providing the Court Notice at least ten (10) days before the effective date of termination. Upon receipt of the termination Notice, the Court shall promptly discontinue all services affected unless the Notice specifies otherwise.
- B. If the Judicial Council terminates all or a portion of this Agreement other than for cause, the Judicial Council shall pay the Court for the fair value of allowable, allocable, and reasonable expenses incurred before the termination, not to exceed the amount budgeted for the Program, as set forth in Exhibit F, Budget.

**11. JUDICIAL COUNCIL'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS**

- A. The Judicial Council's obligation under this Agreement is subject to the availability of authorized funds. The Judicial Council may terminate the Agreement or any part of the Agreement, without prejudice to any right or remedy of the Judicial Council, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Agreement, or in any Amendment hereto, the Judicial Council may, upon written Notice to the Court, terminate this Agreement in whole or in part. Such termination shall be in addition to the Judicial Council's rights to terminate for convenience or cause.

- B. Payment shall not exceed the amount allowable for appropriation by Legislature and/or Congress. If the Agreement is terminated for non-appropriation:
  - i. The Judicial Council will be liable only for payment in accordance with the terms of this Agreement for expenses incurred prior to the effective date of termination; and
  - ii. The Court shall be released from any obligation to provide further services pursuant to the Agreement as are affected by the termination.
- C. Funding for this Agreement beyond the current Appropriation Year is conditional upon appropriation by the Legislature and/or Congress of sufficient funds to support the activities described in this Agreement. Should such an appropriation not be approved, the Agreement will terminate at the close of the current Appropriation Year.

## **12. FISCAL ACCOUNTABILITY**

- A. The Court shall either:
  - i. Maintain an accounting system and supporting fiscal records that are adequate to ensure all invoices submitted under the Agreement are in accordance with applicable federal and state requirements and the Trial Court Financial Policies and Procedures Manual; or,
  - ii. When utilizing county-provided administrative services, be responsible for ensuring that such county-provided administrative services maintain an accounting system and supporting fiscal records that are adequate to ensure all invoices submitted under the Agreement are in accordance with applicable federal and state requirements and the State of California's Manual of Accounting for Audit Guidelines for Trial Court as published by the State Controller's Office.
- B. The Court shall follow federal, state and local laws and regulations as well as Judicial Council fiscal policies, procedures and guidelines.

## **13. FUNDING ADVANCEMENT**

This Agreement allows for the payment of the amounts requested by the Court on a reimbursement basis following the submission of appropriate invoices approved by a Court official. At the request of the Court, if the law permits, the Judicial Council may, in its discretion and with consent of the Department of Child Support Services and the Court, make payment in advance on such terms and in such amounts as the Judicial Council and the Department of Child Support Services may deem appropriate.

## **14. REIMBURSEMENT PROCESS**

- A. The Court must submit to the Judicial Council invoices for all reimbursable costs associated with the Child Support Commissioner Program pursuant to this Agreement on a monthly basis by the 20th of the month. All invoices shall conform to the requirements specified in

Judicial Council Standard Agreement

Contract No. «CONTRACT\_NUM» with Superior Court of California, County of «COUNTY»

Exhibit C, Reimbursement Provisions. Failure to provide invoices on a monthly basis may result in the Court forfeiting participation in the mid-year reallocation.

- B. In addition to any other documentation required under state or federal law, to substantiate the expenditure of funds by the Courts, each Court shall be required to submit to the Judicial Council information that includes, but is not limited to, costing data on the numbers of employees by category i.e. commissioners, facilitators, funded under this agreement for the Title IV-D services, the hours claimed per employee, rate of salary or wages per employee. The Court shall provide this information to the Judicial Council on a quarterly basis.”
- C. The parties acknowledge that the budget set forth in Exhibit F, Budget, is an estimate of the spending anticipated for the current Appropriation Year, fiscal year **2017–2018**, and is based upon the Contract Amount set forth on the fully executed Judicial Council Standard Agreement. In order to make the best use of these funds on a statewide basis, the parties agree that the Judicial Council shall review the spending patterns of the Court for expenditures reimbursable under this Agreement. The Judicial Council shall review the invoices submitted by the Court to determine whether the budget in Exhibit F is still realistic. Based upon those invoices, the Judicial Council will extrapolate the Court’s spending to a 12-month spending pattern. If the extrapolation demonstrates that the Court’s spending during the term of this Agreement will not reach the budget amount, the Judicial Council and the Court shall meet and confer to decide whether the amount allocated to the Court under this Agreement should be reduced to bring it into conformity with the expected spending based upon the extrapolated amount.
- D. The Commissioner and any staff are required to document the amount of time spent on (i) Title IV-D matters and (ii) Non-Reimbursable Other Hours. Time spent on non–Title IV-D matters is not reimbursable under this Agreement.

**15. NONDUPLICATION OF AGREEMENT FUND EXPENDITURES**

The Court certifies that there are no ongoing or completed projects with the Judicial Council, or other funding sources, that duplicate or overlap any work contemplated or described in this Agreement. Any pending or proposed request for other funds that would duplicate or overlap work under this Agreement will be revised to exclude any such duplication of Agreement fund expenditures. Any such duplication of expenditures subsequently determined by audit will be subject to recovery by the Judicial Council.

**16. AGREEMENT TERM**

This Agreement is of no force and effect until signed by the Court and the Judicial Council and all approvals are secured. Any commencement of performance prior to agreement shall be done at the Court’s risk.

**17. CHANGES AND AMENDMENTS**

Changes or Amendments to any component of the Contract Documents can be made only with

prior written approval from the Program Manager. Requests for changes or Amendments must be submitted in writing and must be accompanied by a narrative description of the proposed change and the reasons for the change. After the Program Manager reviews the request, a written decision shall be provided to the Court. Amendments to the Agreement shall be authorized via bilateral execution of a Judicial Council Standard Agreement.

**18. SUBCONTRACTING**

- A. The Court shall not subcontract this Agreement or services provided under this Agreement, unless the Judicial Council agrees to the subcontracting in writing. Any authorized Subcontractor(s) shall be executed in the same manner as this Agreement. No party to this Agreement shall in any way contract on behalf of or in the name of another party to this Agreement.
- B. The Court shall provide copies of any subcontracts, purchase orders, lease/rental agreements or any other Program related agreements upon request by the Program Manager.

**19. STANDARD OF PROFESSIONALISM**

The Court shall conduct all work consistent with professional standards for the industry and type of work being performed under the Agreement.

**20. DEFICIENT PERFORMANCE**

Should the Judicial Council find the Court to be deficient in any aspects of performance under this Agreement or fail to perform under the agreed standards, the Court shall submit a proposed corrective action plan to the Judicial Council. The corrective action plan shall identify specific action to be taken to correct the deficient performance and shall be submitted within forty-five (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 Judicial Council shall notify the Court in writing that this Agreement is terminated, and of the Court's liability due to its failure to perform.

**21. COPYRIGHTS AND RIGHTS IN DATA**

- A. For all products, including those other than publications, the Judicial Council reserves the right to use and copyright, in whole or in part, the products produced with funding from the Agreement.
- B. The Court agrees not to copyright any material produced with funding from the Agreement, unless the Judicial Council gives the Court express permission to do so. If such permission is obtained and the material is copyrighted, the Judicial Council will be given an exemption that reserves for it the right to use, duplicate, and disseminate the products without fee.

**22. PUBLICATIONS**

The following disclaimer will accompany the dissemination and/or publication of all reports and other materials developed under funding from the Agreement:

“These materials have been compiled through a grant from the Judicial Council of California. The opinions, findings, and conclusions in this publication are those of the author and not necessarily those of the Judicial Council of California. These materials are copyright 2017 Judicial Council of California, all rights reserved.”

**23. CONFIDENTIALITY**

All financial, statistical, personnel, technical, and other Confidential Information relating to the Judicial Council's operation that are designated confidential by the Judicial Council and are disclosed to the Court shall be protected by the Court from unauthorized use and disclosure.

**24. CONFLICT OF INTEREST**

The Court certifies and shall require any Subcontractor to certify to the following:

Former State of California employees will not be awarded a contract for two (2) years from the date of separation if that employee had any part of the decision making process relevant to the contract, or for one (1) year from the date of separation if that employee was in a policy making position in the same general subject area as the proposed contract within the twelve (12) month period of his or her separation from state service.

**25. LOBBYING**

Funds awarded to the Court shall not be used, indirectly or directly, to influence executive orders or similar promulgations by federal, state, or local agencies, or to influence the passage or defeat of any legislation by federal, state, or local legislative bodies.

**26. POLITICAL ACTIVITY**

The Court shall not contribute or make available Program funds, Program personnel, or equipment awarded by the Agreement to any political party or association or the campaign of any candidate for public or party office. The Court shall not use funds awarded to the Court in advocating or opposing any ballot measure, initiative, or referendum. Finally, neither the Court nor any Court employee shall intentionally identify the Judicial Council with any partisan or nonpartisan political activity associated with a political party or association or campaign of any candidate for public or party office.

**27. NONDISCRIMINATION/NO HARASSMENT CLAUSE**

A. During the performance of this Agreement, the Court and its Subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race,

Judicial Council Standard Agreement

Contract No. «CONTRACT\_NUM» with Superior Court of California, County of «COUNTY»

religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. The Court shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.

- B. During the performance of this Agreement, the Court and its Subcontractors shall not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom the Court or its Subcontractors interact in the performance of this Agreement. The Court and its Subcontractors shall take all reasonable steps to prevent harassment from occurring.
- C. The Court shall comply with applicable provisions of the Fair Employment and Housing Act, California Government Code, sections 12990 *et seq.*, and the applicable regulations promulgated under California Code of Regulations, title 2, sections 7285 *et seq.* The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code, section 12990, set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part of it as if set forth in full.
- D. The Court and any of its Subcontractors shall give written Notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- E. The Court shall include the nondiscrimination/no harassment and compliance provisions of this clause in any and all subcontracts issued to perform work under the Agreement.

**28. NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

By executing this Agreement, the Court certifies under penalty of perjury under the laws of the State of California that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Court within the immediately preceding two-year period because of the Court's failure to comply with an order of the National Labor Relations Board.

**29. DRUG-FREE WORKPLACE**

The Court certifies that it will provide a drug-free workplace as required by California Government Code, section 8355 through section 8357.

**30. AMERICANS WITH DISABILITIES ACT**

By signing the agreement, the Court certifies that it complies with applicable provisions of the Americans With Disabilities Act ("ADA") of 1990 (42 U.S.C. sections 012101 *et seq.*), which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.

**31. CALIFORNIA LAW**

This Agreement shall be subject to and construed in accordance with the laws of the State of California.

**32. FEDERAL AND STATE RECORD REQUIREMENTS**

All records and documentation shall be maintained in accordance with federal and state requirements, including but not limited to the provisions of 45CFR92.42(e) and shall be made available to state or federal personnel for conducting audits of the Program. All information shall be safeguarded in accordance with federal law.

**33. RETENTION OF RECORDS**

The Court shall maintain all financial records, supporting documents, and all other records relating to performance and billing under this Agreement for a period in accordance with state and federal law, a minimum retention period being no less than four (4) years and four (4) months. The retention period shall start from the date of the submission of the final payment request. The Court is also obligated to protect records adequately against fire and other damage.

**34. RIGHT TO AUDIT**

- A. The Court shall permit all data, Court files, and records relating to performance, case processing, procedures, and billing to the Judicial Council under this Agreement to be inspected and/or audited, at any reasonable time, by the authorized representative of any of the following or its designee:
  - i. The Judicial Council,
  - ii. The California Department of Child Support Services,
  - iii. California State Auditors,
  - iv. The Federal Office of Child Support Enforcement, and
  - v. Any other federal government auditing agency.
- B. The right of each agency to inspect and/or audit the Agreement records is independent of whether or not any other independent audit or inspection has been performed.

**35. AUDIT COMPLIANCE**

- A. The Court shall accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate state and federal audit agencies that directly relate to the services to be performed under this Agreement. A draft of any reply shall be reviewed and approved for release by Judicial Council Internal Audit prior to release to the cognizant entity. A copy of the final reply shall be submitted to Judicial Council Internal Audit.

Judicial Council Standard Agreement

Contract No. «CONTRACT\_NUM» with Superior Court of California, County of «COUNTY»

- B. The Court agrees to pay to the Judicial Council the amount of the Judicial Council's liability to the California Department of Child Support Services, the state of California or the federal government that results from the Court's failure to perform the obligations or comply with the conditions required by federal, state or local law or regulations or by this Agreement and identified by any audit exception. This section does not apply if such liability was the result of the Court following written instructions or direction from the California Department of Child Support Services or the Judicial Council.

**36. FAMILY CODE**

- A. This is a "cooperative agreement" within the meaning of California Family Code, section 17604.
- B. The Court is a public agency that is required by law or by cooperative agreement to perform functions relating to the state plan for securing child and spousal support and determining paternity, and is subject to the provisions of California Family Code section 17604. The Court agrees to pay to the Judicial Council the amount of the Judicial Council's liability to the federal government that results from the Court's failure to perform the services or comply with the conditions required by this Agreement and identified by any audit exception.

**37. SIGNATURE AUTHORITY**

The parties signing the Agreement certify that they have proper authorization to do so.

**38. SEVERABILITY**

If any term or provision of this Agreement is found to be illegal or unenforceable, this Agreement shall remain in full force and effect and that term or provision shall be deemed stricken.

**39. WAIVER**

The omission by either party at any time to enforce any default or right, or to require performance of any of this Agreement's terms, covenants, or provisions by the other party at the time designated, shall not be a waiver of the default or right, nor shall it affect the right of the party to enforce those provisions at a later date.

**40. SURVIVAL**

The termination or expiration of the Agreement shall not relieve either party of any obligation or liability accrued hereunder prior to such termination or expiration, nor affect or impair the rights of either party arising under the Agreement prior to or subsequent to such termination or expiration, except as expressly provided herein.

**41. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties with respect to the subject



Judicial Council Standard Agreement

Contract No. «CONTRACT\_NUM» with Superior Court of California, County of «COUNTY»

matter hereof and shall supersede all previous proposals, both oral and written, negotiations, representations, commitments, writing, and all other communications between the parties.

***END OF EXHIBIT***

**EXHIBIT C**  
**REIMBURSEMENT PROVISIONS**  
**CHILD SUPPORT COMMISSIONER PROGRAM FY 2017–2018**

**1. CONTRACTUAL AND REGULATORY COMPLIANCE**

- A. The Court shall follow applicable federal, state, and local laws and regulations, including but not limited to the following:
- i) The Judicial Branch Contracting Manual and Trial Court Financial Policies and Procedures Manual, as applicable.
  - ii) The State of California’s Manual of Accounting for Audit Guidelines for Trial Court as published by the State Controller’s Office, which is applicable when the Court utilizes County administrative services.
  - iii) Title 2 CFR Part 225 Super Circular 200, Cost Principles for State, Local, and Indian Tribal Governments.
  - iv) California Rules of Court, Rule 10.810.
- B. The Court shall follow the reporting instructions specified in the Invoice Instructions.
- C. The mandatory grant accounting and reporting forms listed in Exhibit C, Forms, must be used to report grant expenses and request for reimbursements. The forms must not be modified or altered. Modified or altered forms will not be used for processing claims for payment.
- D. Funds allocated to the Child Support Commissioner Program by this Agreement must be used for the purposes set forth in this Agreement and must not be used for any other purpose, including the Family Law Facilitator Program.

**2. CONTRACT AMOUNT**

The total amount the Judicial Council may pay to the Court under this Agreement for costs and expenses pertaining to the Child Support Commissioner Program shall not exceed the Contract Amount, as set forth on the fully executed Standard Agreement form. The Contract Amount consists of:

- Category 1- Federal reimbursement funds and the state match funds from the DCSS funding in the annual Budget Act; and may also include
- Category 2- Federal reimbursement funds based on the expenditure of Court’s funds which are not used by Court for claiming funds under Category 1.

### 3. REIMBURSABLE CATEGORIES

- A. *Salaries.* Salaries include wages and compensation of Court employees for the time devoted and identified specifically to the Program.
- B. *Fringe Benefits.* Fringe benefits are allowances and services provided by the employer to its employees as compensation in addition to regular salaries and wages. Fringe benefits include, but are not limited to, the costs of leave, employee insurance, pensions, and unemployment benefit plans. Fringe Benefits are divided into two (2) types: Regular Fringe Benefits and Benefit Hours.
  - i) Regular Fringe Benefits are made up of employer paid FICA, SDI, health insurance, and retirement benefits. These benefits shall be reported either by determining a benefit rate or by using actual figures from Court payroll records.
  - ii) Benefit Hours are made up of vacation, annual leave, sick leave, holidays, Court leave, and military leave. Benefit Hours shall be reported as used on the Payroll Summary form. Accrued and buyback hours shall not be included in the calculation of the Fringe Benefits. Costs for authorized absences are only reimbursable up to the amount earned and used during the term (July 1, 2017 through June 30, 2018) of this grant.
- C. *Overtime.* Overtime is defined as worked beyond the normal established work week for all employees, except exempt employees. Where salaries apply to two or more grant programs or cost activities, the cost to each activity must be documented on the timesheet and must be prorated among the programs. Prior written approval must be obtained from the Judicial Council Program Manager before charging any overtime on the grant.
- D. *Operating Expenses and Equipment.*
  - i) Operating expenses and equipment shall consist of actual costs paid by the Court for Child Support Commissioner Program expenditures. Categories of operating expenses include but are not limited to: staff training, office supplies, furniture, personal computers, remodeling.
  - ii) Any staff paid as contractors shall be reported as operating expenses and will not be reported as part of salaries or in the calculation of Court department overhead allocation pool.
  - iii) Any claim for reimbursement of operating expenses shall be based on a reimbursement rate specified by the Judicial Council. Reimbursement rates may be adjusted by the Judicial Council from time-to-time.
  - iv) All equipment purchases that exceed the limit of \$5,000.00 per item will require prior written approval from the Program Manager.
  - v) Written approval of the Program Manager must be requested and obtained before

Judicial Council Standard Agreement

Contract No. «CONTRACT\_NUM» with Superior Court of California, County of «COUNTY»

commencing any remodeling project or renting any new space, regardless of the anticipated expenditure amount, in order to determine if expenses are reimbursable. Requests for remodeling must be received by the Program Manager no later than **March 31, 2018**, for work to be completed in the current fiscal year. The request may not be approved if received after **March 31, 2018**. Any consideration for remodeling may require a public works discussion with the Judicial Council. Requests for remodeling must include a letter of justification stating the reason for remodeling and certifying there are no structural or foundation changes. Any reimbursements for remodeling must include all purchase documentation including the bidding process used to select a vendor, floor plans, estimates, and diagrams of the work to be performed.

E. *Indirect Costs.*

- i) The Court shall claim indirect costs using an approved rate calculated under the guidelines set forth in Trial Court Financial Policies and Procedures Manual, FIN 16.02, effective July 1, 2006, or, pursuant to Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards. In lieu of an approved rate, the Court may claim indirect costs up to ten percent (10%) of the direct labor costs charged to the Child Support Commissioner Program (including salaries and wages; excluding extraordinary costs such as overtime, fringe benefits and shift premiums).
- ii) Indirect costs claimed using the approved rate will be claimed at actual cost not to exceed 20%.
- iii) No costs charged directly should be included in an overhead pool.

4. **RECORDING OF HOURS OR COSTS EXPENDED**

A. *Time Sheet.*

- i) The Court shall use the Time Sheet form set forth in the Invoice Instructions, for all timesheets pertaining to this Program. All employees whose time is charged to the Program must complete timesheets specifically identifying time spent working on the Program and reflecting 100% of total hours worked for the time period. These timesheets must include the original signatures of both the employee and a supervisor, and the following certification language: "I certify under penalty of perjury that this time sheet accurately represents actual time worked, and any leave time charged or authorized to any grant included does not exceed leave time earned while working on the grant."
- ii) Prior to using any unauthorized time sheet form, the Court must obtain written approval from the Accounting contact, as use of an unauthorized form may not be acceptable for Program reporting requirements.

Judicial Council Standard Agreement

Contract No. «CONTRACT\_NUM» with Superior Court of California, County of «COUNTY»

- iii) The Court shall provide copies of the timesheets with submission of invoice. The Court shall maintain all timesheets in accordance with Exhibit B, Special Provisions, Paragraph 35, Right to Audit.
  
- B. **Payroll Summary.** The Court must complete a summary spreadsheet, using the Payroll Summary form set forth in the Invoice Instructions. A Court representative shall sign each Payroll Summary, certifying to the following statement: “I certify under penalty of perjury that the information provided here accurately represents the official records and are in compliance with the program contract, and any leave time charged or authorized to any grant included does not exceed leave time earned while working on the grant.”
  
- C. **Operating Expense Recap.** The Court shall use the Operating Expense Recap form set forth in the Invoice Instructions, to claim reimbursable operating expenses and equipment charges.
  
- D. **Activity Log.** The Court shall require its Subcontractors, that provide Program work, as set forth in Exhibit B, Paragraph 6, Court Responsibilities, to complete a monthly activity log accounting for 100% of hours worked in a month (no form provided). The activity log will list the time spent on (i) Title IV-D matters; and (ii) non-reimbursable other matters. This activity log shall be kept on file at the Court’s facilities and shall be submitted for review at the request of the Judicial Council. The activity log must include an original signature of the contracted Commissioner and the following certification language: “Contractor certifies under penalty of perjury that this activity log accurately represents actual time worked.”
  
- E. **Expenditures Line Item Summary.** The Court must submit an expenditures line item summary spreadsheet, with each invoice submitted, that reflects the columns defined on the spreadsheet.
  
- F. **Invoice.** The Court must submit invoices monthly using the Invoice form set forth in the Invoice Instructions. A Court representative shall sign the Invoice, certifying to the following statement: “I certify under penalty of perjury that the amount billed above is true and correct and in accordance with the Contract.”
  
- G. **Travel Expense Claim (TEC).** Court employees who incur reimbursable business travel expenses must submit a completed Judicial Council Travel Expense Claim form.
  
- H. **Leave Earn Report.** For the purpose of verifying allowable leave time earned, the court must submit a Leave Earn Report when requested reflecting the annual leave earned by each employee charged on the grant. The report must be updated when personnel changes occur.
  
- I. The Judicial Council Accounting contact shall provide notice to the Court that will advise the Court if a new or revised Time Sheet, Payroll Summary, Invoice, Operating Expense Recap, Activity Log, Expenditures Line Item Summary, or Leave Earn Report form, as set forth in the Invoice Instructions, shall become effective during this Agreement.

**5. METHOD OF PAYMENT**

- A. The Court will submit invoices to the Judicial Council that include all allocable, allowable, and reasonable costs for the Child Support Commissioner Program, reimbursable in accordance with this exhibit and the terms and conditions of this Agreement.
- B. Invoices are due to the Judicial Council Accounting contact by the 20<sup>th</sup> of the month.
- C. The Judicial Council will make payment in arrears (goods and services have been purchased and vendor payments have been made) after receipt, review and approval of the Court's properly completed invoice. Invoices shall clearly indicate:
  - i) The Contract number;
  - ii) The Program title (Child Support Commissioner Program);
  - iii) The name and telephone number of the Court accounting contact;
  - iv) The month invoiced;
  - v) The amount of reimbursement requested, by category, including a total amount;
  - vi) Copies of paid vendor invoices with check/warrant numbers and paid dates noted, when applicable;
  - vii) An appropriate documentation for reimbursement of allowable expenses; and
  - viii) A preferred remittance address, if different from the mailing address.
- D. The Court shall submit the invoices to:

Judicial Council of California  
Attn.: Grant Accounting, 6th Floor  
455 Golden Gate Avenue  
San Francisco, CA 94102-3688

The allocation set forth for this Agreement is the maximum amount allowable for reimbursement of actual costs expended on the Child Support Commissioner Program throughout the applicable fiscal year only. Invoices exceeding the Contract Amount encumbered will not be paid.

- E. For reimbursement, permitted expenses must have been incurred during **July 1, 2017 to June 30, 2018**. Additionally, any and all obligations must be liquidated prior to the Court's final invoice. The Court's final invoice must be received by the Judicial Council Grant Accounting no later than **September 28, 2018**; invoices received after this date will not be paid.

**6. JUDICIAL COUNCIL ACCOUNTING CONTACT**

- A. The Court shall contact the following Judicial Council Accounting contact for any accounting concerns, including requests for electronic copies of the Time Sheet, Payroll

Judicial Council Standard Agreement  
Contract No. «CONTRACT\_NUM» with Superior Court of California, County of «COUNTY»

Summary, Operating Expense Recap, Activity Log, Expenditures Line Item Summary, or  
Invoice forms:

Abutaha Shaheen  
Telephone: (415) 865-8958  
FAX: (415) 865-4337  
Email: [Abutaha.Shaheen@jud.ca.gov](mailto:Abutaha.Shaheen@jud.ca.gov)

***END OF EXHIBIT***

**EXHIBIT D**  
**DCSS SPECIAL TERMS AND CONDITIONS**  
**CHILD SUPPORT COMMISSIONER PROGRAM FY 2017–2018**

**1. CERTIFICATION REGARDING LOBBYING:**

- A. In accordance with section 1352, Title 31 of the U.S. Code, for Agreements with Contractors who are State entities not under the authority of the Governor, or cities, private firms or agencies which are receiving in excess of \$100,000 in federal funds from DCSS to perform services, by signing this Agreement Contractor certifies, to the best of his or her knowledge and belief, that:
- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Contractor shall complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities,” in accordance with its instructions. <https://www.state.gov/documents/organization/149465.pdf>
  - iii. The Contractor shall require that certification language be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- B. Signing this Agreement, and thereby certifying that these requirements will be met, is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**2. DEBARMENT AND SUSPENSION:**

For federally funded agreements in the amount of \$25,000 or more, the Contractor certifies by signing this Agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Where the prospective recipient of federal funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an



Judicial Council Standard Agreement

Contract No. «CONTRACT\_NUM» with Superior Court of California, County of «COUNTY»

explanation to this proposal. (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). <https://www.archives.gov/federal-register/codification/executive-order/12549.html>

**3. UNION ORGANIZING:**

For contracts over \$50,000, Contractor by signing this agreement hereby acknowledges the applicability of Government Code section 16645 through section 16649 to this agreement.

- i. Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.
- ii. No state funds received under this agreement will be used to assist, promote or deter union organizing.
- iii. Contractor will not, for any business conducted under this agreement, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the state property is equally available to the general public for holding meetings.
- iv. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and that Contractor shall provide those records to the Attorney General upon request. [https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill\\_id=199920000AB1889](https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=199920000AB1889)

***END OF EXHIBIT***

**EXHIBIT E**  
**COURT CONTACTS**  
**CHILD SUPPORT COMMISSIONER PROGRAM FY 2017–2018**

The following is a list of the Court’s contacts designated for this Agreement:

1. Court’s Program Liaison:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax #: \_\_\_\_\_  
Email: \_\_\_\_\_

2. Court’s Administrative Contact:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax #: \_\_\_\_\_  
Email: \_\_\_\_\_

3. Court’s Accounting Contact:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax #: \_\_\_\_\_  
Email: \_\_\_\_\_

Judicial Council Standard Agreement  
Contract No. «CONTRACT\_NUM» with Superior Court of California, County of «COUNTY»

**EXHIBIT F**  
**BUDGET**  
**CHILD SUPPORT COMMISSIONER PROGRAM FY 2017–2018**

**EXHIBIT G**  
**FORMS**  
**CHILD SUPPORT COMMISSIONER PROGRAM FY 2017–2018**

This Exhibit includes the list of required accounting forms to be used for submission of invoices for this program. The following link will provide you with the current version of those forms. For Child Support Commissioner forms <http://www.courts.ca.gov/documents/AB1058-Reporting-Form-CSC-fy1718.xlsx>. These forms may also be requested from the Judicial Council Grant Accounting Unit at [Abutaha.Shaheen@jud.ca.gov](mailto:Abutaha.Shaheen@jud.ca.gov)

1. Invoice
2. Invoice Instructions
3. Summary Sheet
4. Summary Sheet Instructions
5. Payroll Summary Sheet
6. Payroll Summary Instructions
7. Grant Time Sheet
8. Grant Time Sheet Instructions
9. Contractor Activity Log
10. Contractor Activity Log Instructions
11. Operating Recap Sheet
12. Operating Recap Sheet Instructions
13. Travel Expense Claim Form
14. Travel Expense Claim Form Instructions
15. Leave Earn Report
16. Leave Earn Report Instructions

*END OF EXHIBIT*

**EXHIBIT H**

**NOTICE OF APPOINTMENT OF TITLE IV-D CHILD SUPPORT COMMISSIONER**

Name of  
Commissioner: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
E-mail: \_\_\_\_\_  
Date of  
Appointment: \_\_\_\_\_

By checking each box below, I certify that, pursuant to Exhibit B, section 6 of the Agreement (“Court Responsibilities”) the title IV-D Child Support Commissioner listed above meets the following minimum qualifications:

- Citizenship of the United States.
- Residency of the State of California.
- Active membership of the California State Bar for a minimum period of ten (10) years immediately before his or her appointment, or
- Inactive member due to previously holding the position of judge, referee, commissioner, or
- Finding of good cause by the presiding judge and active membership of the California State Bar for at least 5 years, or
- Serving as a subordinate judicial officer in a trial Court as of January 1, 2003.
- Experience in family law with preference for experience in Title IV-D Child Support Enforcement.
- Comprehensive knowledge of all applicable state and federal law.

By *(Authorized Signature)*



\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed Name and Title of Person Signing

\_\_\_\_\_  
Date Signed

Judicial Council Standard Agreement  
Contract No. «CONTRACT\_NUM» with Superior Court of California, County of «COUNTY»

Please return completed form to:

Judicial Council of California

**Attn:** Anna L. Maves

Supervising Attorney/AB 1058 Program Manager

2860 Gateway Oaks, Suite 400

Sacramento, CA 95833

[anna.maves@jud.ca.gov](mailto:anna.maves@jud.ca.gov)

**EXHIBIT I**  
**FORM SETS TO BE E-FILED**

FORM SET NUMBER	FORM SET NAME	FORM NUMBER	FORM NAME
FS-EST-009	Summons and Complaint	FL-600	Summons and Complaint or Supplemental Complaint Regarding Parental Obligations (Governmental)
		FL-630	Judgment Regarding Parental Obligations (Governmental)
		FL-192	Notice of Rights & Responsibilities/Health Care Costs & Reimbursement Procedures
		FL-192SPA	Notice of Rights & Responsibilities/Health Care Costs & Reimbursement Procedures
		GC-EST-0001	Guideline Calculation Results: Summary Only
FS-EST-010	Summons and Complaint - More than 5 Children	FL-600	Summons and Complaint or Supplemental Complaint Regarding Parental Obligations (Governmental)
		DCSS-0302	Attachment 1 - To Summons and Complaint, Supplemental Complaint or Amended Complaint regarding Parent
		FL-630	Judgment Regarding Parental Obligations (Governmental)
		DCSS-0289	Attachment to Judgment Regarding Parental Obligation
		FL-192	Notice of Rights & Responsibilities/Health Care Costs & Reimbursement Procedures
		FL-192SPA	Notice of Rights & Responsibilities/Health Care Costs & Reimbursement Procedures
		GC-EST-0001	Guideline Calculation Results: Summary Only
FS-EST-011	Amended Summons & Complaint	FL-600	Summons and Complaint or Supplemental Complaint Regarding Parental Obligations (Governmental)
		FL-630	Judgment Regarding Parental Obligations (Governmental)
		FL-192	Notice of Rights & Responsibilities/Health Care Costs & Reimbursement Procedures
		FL-192SPA	Notice of Rights & Responsibilities/Health Care Costs & Reimbursement Procedures
		GC-EST-0001	Guideline Calculation Results: Summary Only
FS-EST-012	Amended Summons & Complaint - More than 5 Children	FL-600	Summons and Complaint or Supplemental Complaint Regarding Parental Obligations (Governmental)

Judicial Council Standard Agreement  
 Contract No. «CONTRACT\_NUM» with Superior Court of California, County of «COUNTY»

FORM SET NUMBER	FORM SET NAME	FORM NUMBER	FORM NAME
		DCSS-0302	Attachment 1 - To Summons and Complaint, Supplemental Complaint or Amended Complaint regarding Parent
		FL-630	Judgment Regarding Parental Obligations (Governmental)
		DCSS-0289	Attachment to Judgment Regarding Parental Obligation
		FL-192	Notice of Rights & Responsibilities/Health Care Costs & Reimbursement Procedures
		FL-192SPA	Notice of Rights & Responsibilities/Health Care Costs & Reimbursement Procedures
		GC-EST-0001	Guideline Calculation Results: Summary Only
FS-EST-013	Supplemental Summons & Complaint	FL-600	Summons and Complaint or Supplemental Complaint Regarding Parental Obligations (Governmental)
		FL-630	Judgment Regarding Parental Obligations (Governmental)
		FL-192	Notice of Rights & Responsibilities/Health Care Costs & Reimbursement Procedures
		FL-192SPA	Notice of Rights & Responsibilities/Health Care Costs & Reimbursement Procedures
		GC-EST-0001	Guideline Calculation Results: Summary Only
FS-EST-014	Supplemental Summons and Complaint - More than 5 children	FL-600	Summons and Complaint or Supplemental Complaint Regarding Parental Obligations (Governmental)
		DCSS-0302	Attachment 1 - To Summons and Complaint, Supplemental Complaint or Amended Complaint regarding Parent
		FL-630	Judgment Regarding Parental Obligations (Governmental)
		DCSS-0289	Attachment to Judgment Regarding Parental Obligation
		FL-192	Notice of Rights & Responsibilities/Health Care Costs & Reimbursement Procedures
		FL-192SPA	Notice of Rights & Responsibilities/Health Care Costs & Reimbursement Procedures
		GC-EST-0001	Guideline Calculation Results: Summary Only
FS-EST-020	Amended Proposed Judgment	FL-616	Declaration for Amended Proposed Judgment (Governmental)



Judicial Council Standard Agreement  
 Contract No. «CONTRACT\_NUM» with Superior Court of California, County of «COUNTY»

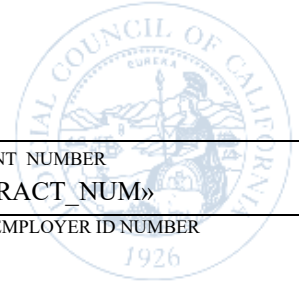
FORM SET NUMBER	FORM SET NAME	FORM NUMBER	FORM NAME
		FL-630	Judgment Regarding Parental Obligations (Governmental)
		FL-192	Notice of Rights & Responsibilities/Health Care Costs & Reimbursement Procedures
		FL-192SPA	Notice of Rights & Responsibilities/Health Care Costs & Reimbursement Procedures
		GC-EST-0001	Guideline Calculation Results: Summary Only
FS-EST-021	Default (Judgment Regarding Parental Obligation)	FL-620	Request to Enter Default Judgment (Governmental)
		FL-697	Declaration for Default or Uncontested Judgment (Governmental)
		FL-630	Judgment Regarding Parental Obligations (Governmental)
		FL-192	Notice of Rights & Responsibilities/Health Care Costs & Reimbursement Procedures
		FL-192SPA	Notice of Rights & Responsibilities/Health Care Costs & Reimbursement Procedures
		GC-EST-0001	Guideline Calculation Results: Summary Only
FS-EST-036	Default (Judgment Regarding Parental Obligation) - More than 5 Children	FL-620	Request to Enter Default Judgment (Governmental)
		FL-697	Declaration for Default or Uncontested Judgment (Governmental)
		FL-630	Judgment Regarding Parental Obligations (Governmental)
		DCS5-0289	Attachment to Judgment Regarding Parental Obligation
		FL-192	Notice of Rights & Responsibilities/Health Care Costs & Reimbursement Procedures
		FL-192SPA	Notice of Rights & Responsibilities/Health Care Costs & Reimbursement Procedures
		GC-EST-0001	Guideline Calculation Results: Summary Only
FS-EST-043	Amended Proposed Judgment - More than 5 Children	FL-616	Declaration for Amended Proposed Judgment (Governmental)
		FL-630	Judgment Regarding Parental Obligations (Governmental)

Judicial Council Standard Agreement  
 Contract No. «CONTRACT\_NUM» with Superior Court of California, County of «COUNTY»

FORM SET NUMBER	FORM SET NAME	FORM NUMBER	FORM NAME
		DCS5-0289	Attachment to Judgment Regarding Parental Obligation
		FL-192	Notice of Rights & Responsibilities/Health Care Costs & Reimbursement Procedures
		FL-192SPA	Notice of Rights & Responsibilities/Health Care Costs & Reimbursement Procedures
		GC-EST-0001	Guideline Calculation Results: Summary Only
FS-FL-330	Proof of Personal Service	FL-330	Proof of Personal Service
FS-FL-686 (FL-335)	Proof of Service by Mail	FL-686	Proof of Service by Mail
FS-POS-010	Proof of Service of Summons	POS-010	Proof of Service of Summons

*END OF EXHIBIT*

**STANDARD AGREEMENT COVERSHEET** (rev 07-14) *FLF Final*



	AGREEMENT NUMBER «CONTRACT_NUM»
	FEDERAL EMPLOYER ID NUMBER <b>On File</b>

1. In this agreement (the “Agreement”), the term “Contractor” refers to **Superior Court of California, County of «COUNTY»**, and the term “Judicial Council” refers to the **Judicial Council of California**.

2. The title of the Agreement is: **Family Law Facilitator Program for Fiscal Year 2017–2018**



The title listed above is for administrative reference only and does not define, limit, or construe the scope or extent of the Agreement.

3. This Agreement becomes effective as of **July 1, 2017 (the “Effective Date”)** and expires on **June 30, 2018**.

4. The maximum amount that the Judicial Council may pay Contractor under this Agreement is **\$«CONTRACT\_AMT»**.

5. The parties agree to the terms and conditions of the Agreement and acknowledge that this Agreement (made up of this coversheet, the following exhibits, and any attachments) contain the parties’ entire understanding related to the subject matter of this Agreement. If there are any inconsistent terms in the exhibits, the following is the descending order of precedence: Exhibit A, D, B, C, F, G, and E.

- Exhibit A – Standard Provisions
- Exhibit B – Special Provisions
- Exhibit C – Reimbursement Provisions
- Exhibit D – DCSS Special Terms and Conditions
- Exhibit E – Court Contacts
- Exhibit F – Budget
- Exhibit G – Forms

JUDICIAL COUNCIL’S SIGNATURE	CONTRACTOR’S SIGNATURE
<b>Judicial Council of California</b>	CONTRACTOR’S NAME (if Contractor is not an individual person, state whether Contractor is a corporation, partnership, etc.) <b>Superior Court of California, County of «COUNTY»</b>
BY (Authorized Signature) 	BY (Authorized Signature) 
PRINTED NAME AND TITLE OF PERSON SIGNING  Stephen Saddler, Manager	PRINTED NAME AND TITLE OF PERSON SIGNING  «NAME», Court Executive Officer
ADDRESS  Branch Accounting and Procurement   Administrative Division 455 Golden Gate Avenue, 6th Floor San Francisco, CA 94102-3688	ADDRESS  «ADDRESS»

**EXHIBIT A**  
**STANDARD PROVISIONS**  
**FAMILY LAW FACILITATOR PROGRAM FY 2017–2018**

**1. RELATIONSHIP OF PARTIES**

Nothing in this Agreement shall be construed as affecting the employment status of any officer or employee of the Court.

**2. TERMINATION FOR CAUSE**

Either party may terminate this Agreement if the other party materially breaches a provision of this Agreement, and such breach is not cured within 30 days of written notice given by the party seeking to terminate. If the Agreement is terminated by the Judicial Council, the Judicial Council may proceed with the non-court related Work in any manner it deems proper, and the Judicial Council will be relieved of the payment of any consideration to the Court. The cost to the Judicial Council to perform this Agreement shall be deducted from the any sum due to the Court under this Agreement, and the balance, if any, shall be paid to the Court upon demand to the extent Work has been performed and is deemed acceptable under the terms and conditions of this Agreement.

**3. NO ASSIGNMENT**

The Court shall not assign this Agreement in whole or in part without the written consent of the Judicial Council.

**4. TIME OF ESSENCE**

Time is of the essence in the performance of the services of this Agreement.

**5. VALIDITY OF ALTERATIONS**

Alteration or variation of the terms of this Agreement shall not be valid unless made in writing and signed by all parties, and an oral understanding or agreement that is not incorporated shall not be binding on any of the parties.

**6. CONSIDERATION**

The consideration to be paid to the Court under this Agreement shall be reimbursement for all the Court's expenses incurred in the performance of this Agreement not to exceed the contract amount, unless otherwise expressly provided.

***END OF EXHIBIT***

**EXHIBIT B**  
**SPECIAL PROVISIONS**  
**FAMILY LAW FACILITATOR PROGRAM FY 2017–2018**

**1. DEFINITIONS**

Terms defined below and elsewhere throughout the Contract Documents shall apply to the Agreement as defined.

- A. “**Accounting**” or “**Judicial Council Accounting**” refers to the Judicial Council Grant Accounting contact person designated in Exhibit C, Reimbursement Provisions, and authorized by the Judicial Council to oversee the fiscal functions of the Agreement between the Judicial Council and the Court.
- B. “**Amendment**” means a written document issued by the Judicial Council and signed by the Court, who alters the Contract Documents and identifies the following: (i) a change in the work; (ii) a change in the Contract Amount; (iii) a change in time allotted for performance; and/or (iv) an adjustment to the Agreement terms.
- C. “**Appropriation Year**” means the period of time that the legislative authority has authorized spending for a defined purpose. The Appropriation Year for agreements funded by the Legislature of the State of California commences July 1 and ends on June 30 of each year. The Appropriation Year for agreements funded by the United States Congress commences October 1 and ends on September 30 of each year.
- D. “**Confidential Information**” means trade secrets, financial, statistical, personnel, technical, and other data and information relating to the Judicial Council’s business or the business of its constituents. Confidential Information does not include (i) information that is already known by the receiving party, free of obligation of confidentiality to the disclosing party; (ii) information that becomes generally available to the public, other than as a result of disclosure by the receiving party in breach of this Agreement; (iii) information that is independently developed by the receiving party without reference to the Confidential Information; and (iv) information that the receiving party rightfully obtains from a Third Party free of the obligation of confidentiality to the disclosing party.
- E. The “**Contract**” or “**Contract Documents**” constitute the entire integrated agreement between the Judicial Council and the Court, as attached to and incorporated by a fully executed Judicial Council Standard Agreement form. The terms “Contract” or “Contract Documents” may be used interchangeably with the term “**Agreement.**”
- F. “**Contract Amount**” means the total amount encumbered on the fully executed Judicial Council Standard Agreement for any reimbursement by the Judicial Council to the Court for allocable Program expenses and costs, in accordance with the Contract Documents.

- G. The “**Court**” or “**Contractor**” refers to the Superior Court of the State of California identified on the fully executed Judicial Council Standard Agreement as contracting with the Judicial Council.
- H. “**Deliverable(s)**” or “**Submittal(s)**” means one or more items, if specified in the Contract Documents, that the Court shall complete and deliver or submit to the Judicial Council for acceptance.
- I. “**Department of Child Support Services**” or “**DCSS**” refers to the single state organizational unit, created by Family Code section 17200, whose duty is to administer the Title IV-D state plan for securing child and spousal support, medical support, and determining paternity. The term “Department of Child Support Services” may be used interchangeably with the term “**California Department of Child Support Services.**”
- J. “**Family Law Facilitator**” or “**Facilitator**” refers to the attorney(s) licensed to practice law in California and appointed by the Court to provide services as enumerated in Family Code section 10004-10005.
- K. “**Work**” or “**Services**” refers to those services required by Family Law Facilitator Act. (Family Code §10000 et seq.).
- L. “**Invoice Instructions**” refers to the document entitled “Invoice Reporting Instructions, AB1058 Child Support Commissioner and Family Law Facilitator Program”, published by the Judicial Council and previously provided to the Contractor.
- M. “**Local Child Support Agency**” means the new county department of child support services, created pursuant to Family Code section 17304.
- N. “**Notice**” means a written document initiated by the authorized representative of either party to this Agreement and given by:
- i. Depositing in the U. S. Mail (or approved commercial express carrier) prepaid to the address of the appropriate authorized representative of the other party, which shall be effective upon date of receipt; or
  - ii. Hand-delivered to the other party’s authorized representative, which shall be effective on the date of service.
- O. “**Program**” refers to all activity relative to this Agreement including activity of the Court, its Subcontractors, the Judicial Council, and the Judicial Council’s representatives. The term “Program” may be used interchangeably with the terms “**AB 1058 Program,**” “**Title IV-D,**” and “**Family Law Facilitator Program.**”
- P. The “**Program Manager**” refers to the individual or authorized designee empowered by the Judicial Council to oversee and manage the AB 1058 Program.

- Q. “**Judicial Council Standard Agreement**” means the form used by the Judicial Council to enter into agreements with other parties. Several originally signed, fully executed versions of the Judicial Council Standard Agreement, together with the integrated Contract Documents, shall each represent this Agreement as an individual “**Contract Counterpart**.”
- R. “**Subcontractor**” shall mean an individual, firm, partnership, or corporation having a contract, purchase order, or agreement with the Court, or with any Subcontractor of any tier for the performance of any part of the Agreement. When the Judicial Council refers to Subcontractor(s) in this document, for purposes of this Agreement and unless otherwise expressly stated, the term “Subcontractor” includes, at every level and/or tier, all subcontractors, subconsultants, suppliers and materialmen.
- S. “**Third Party**” refers to any individual, association, partnership, firm, company, corporation, consultant, Subcontractor, or combination thereof, including joint ventures, other than the Judicial Council or the Court, which is not a party to this Agreement.

## 2. STATE AND FEDERAL COMPLIANCE

- A. The parties to this Agreement shall comply with Title IV-D of the Social Security Act, implementing regulations, and all federal and state regulations and requirements promulgated thereunder.
- B. The parties to this Agreement are subject to any restrictions, limitations, or conditions enacted or adopted by the Legislature, Congress, the Federal Office of Child Support Enforcement, or the California Department of Child Support Services that may affect the provisions, terms or funding of this Agreement in any manner.

## 3. ORGANIZATIONAL STRUCTURE

The parties to this Agreement shall maintain an organizational structure and sufficient staff to administer and supervise all of the functions for which they are responsible under this Agreement and the requirements under state and federal law. The parties shall meet the applicable standards for program operation in accordance with 45 Code of Federal Regulations, sections 302, 303, and 304.

## 4. JUDICIAL COUNCIL RESPONSIBILITIES

- A. Subject to the provisions of this Agreement and subject to the overall funding provided for under this Agreement, the Judicial Council will reimburse the Court for the costs properly claimed under this Agreement.
- B. The Judicial Council will provide education, training courses, and materials for Family Law Facilitator(s) and staff, as appropriate. Training shall include both federal and

state laws concerning child support. Training shall also include accessing and using the DCSS child support calculator.

- C. The Judicial Council will provide technical assistance to the Court regarding issues relating to implementation and operation of the Family Law Facilitator Program, including but not limited to assistance related to funding, staffing, the sharing of resources, and providing instructions and a method to submit data required under this Agreement in Section 6.K of Exhibit B.
- D. The Judicial Council will negotiate and execute any leases for facilities housing the Program as authorized by The Trial Court Facilities Act of 2002 (Government Code sections 70391-70393) and California Rules of Court 10.180, 10.181, and 10.184.
- E. The Judicial Council will cooperate and coordinate efforts with the Court to facilitate the objectives of this Agreement.

## 5. COURT DELIVERABLES

- A. Pursuant to the Agreement, the Court shall provide the following Deliverables:
  - i. The Court shall provide statistical and other Program information as requested by the Judicial Council. At a minimum, this information shall include a quarterly summarized report as specified in *The Family Law Facilitator Data Collection Handbook*. Failure to submit the required information in a timely manner may result in the imposition of a hold in the release of payments for the Family Law Facilitator Program. This Deliverable is due the 16th of the month following the end of each quarter or the next business day, and must be submitted to the person specified in *The Family Law Facilitator Data Collection Handbook*.
  - ii. The Court shall provide a full disclosure of all funding sources used in the operation of the Family Law Facilitator Program apart from funds provided by this Agreement. This document shall identify each source, amount, duration and Program objective (e.g. custody/visitation, domestic violence programs, etc.) of such funding. This Deliverable must be submitted along with the Court's proposed Program budget, (Exhibit F).
  - iii. The Court shall provide a copy of the contract between the Court and the Facilitator to the Judicial Council, if the Facilitator is not a Court employee. This Deliverable, which must be a copy of the contract signed by both parties, must be received by the Judicial Council no later than **November 30, 2017**. Any amendments to such contract must be forwarded to the Judicial Council within thirty (30) days of execution.
  - iv. The Court shall provide a copy of its written complaint resolution procedure for complaints received against the Office of the Family Law Facilitator. This Deliverable must be provided by **November 30, 2017**.
  - v. The Court shall provide a proposal outlining any planned expansion of non Title IV-



D services provided by the Family Law Facilitator Office at least 30 days prior implementation of the expansion plan.

- vi. The Court shall provide a copy of any memorandum of understanding, plan of cooperation or other agreement between itself and another court, if there is an arrangement to share resources such as a family law facilitator.

## 6. COURT RESPONSIBILITIES

- A. The Court agrees to cooperate with the Judicial Council to fulfill the purposes of this Agreement.
- B. The Court shall oversee the selection, appointment, and supervision of the Family Law Facilitator(s). The Family Law Facilitator shall be an attorney licensed to practice law in California, have mediation or litigation experience, or both, in the field of family law, and any other qualifications established in any applicable state and federal law (see Cal. Fam. Code, § 10002).
- C. The Court shall ensure that the Family Law Facilitator's duties and responsibilities are in accordance with the Family Law Facilitator Act (Cal. Fam. Code, § 10000 et seq.).
- D. The Court shall encourage the use of volunteers to supplement the Family Law Facilitator staff.
- E. The Court shall ensure that the Family Law Facilitator staff and volunteers receive the appropriate training as prescribed by the Judicial Council, including training in Title IV-D legal procedures, rules and regulations and access and use of the DCSS guideline child support calculator. Training for the family law facilitator shall include attendance at least one State sponsored child support program training event per year.
- F. The Court shall cooperate and coordinate with the Judicial Council, district attorney or local child support agency and the California Department of Child Support Services to facilitate the objectives of this Agreement.
- G. The Family Law Facilitator Program shall provide the following minimum services (see Cal. Fam. Code, §§ 10004 and 10005):
  - i. Provide applications for and referrals to the Local Child Support Agency;
  - ii. Distribute informational materials concerning paternity establishment and child support, including the Child Support Handbook and any informational materials developed by the Department of Child Support Services;
  - iii. Distribute court forms for paternity and child support actions to both parents;
  - iv. Distribute voluntary declarations of paternity (see Cal. Fam. Code, § 7571);

- v. Provide assistance to parents in completing forms: the Court is encouraged to utilize clinics and videotape instructions;
  - vi. Provide child support guideline calculations: the Court may use automated information centers;
  - vii. Assist non–Title IV-D parents in completing necessary forms for cases to be included in the State Disbursement Unit and the Child Support Case Registry once these services are operational;
  - viii. Provide referrals to Family Court Services and other public and private agencies that provide services to families and children; and
  - ix. Provide the Judicial Council with a description of services to be provided and methods of service delivery and update this description as needed.
- H. The Court shall ensure that the reimbursements invoiced are limited to that portion of time the Family Law Facilitator(s) and staff devote and are specifically identifiable to matters involving Title IV-D child support, spousal support, medical support, and family support associated with outreach activities in accord with instructions issued by the Judicial Council. The Court shall ensure that all court staff working on the program sufficiently track their time to ensure accurate records.
- I. When considering leasing facilities intended to house the Program, the Court shall submit requests for authorization to proceed with a lease to the Program Manager for review and approval. The Program Manger will determine if there are Program funds available to cover the costs associated with the leased facility. Requests will be evaluated on a case-by-case basis and in consultation with other Judicial Council divisions, as appropriate, and must be in compliance with The Trial Court Facilities Act of 2002 (Government Code sections 70391-70393) and California Rules of Court 10.180, 10.181, and 10. 184.
- J. The Court shall develop a written complaint procedure for resolving any complaints received against the Office of the Family Law Facilitator and provide notice of this procedure to the public.
- K. On an on-going basis, the Court shall provide an annual report providing the information listed below to the Judicial Council for the period October 1<sup>st</sup> through September 30<sup>th</sup>. All Courts are required to submit the following information on or before October 31<sup>st</sup> of each year to assist the Judicial Council in completing the Title IV-D Child Support Commissioner and Family Law Facilitator Annual Report (Annual Report) and complying with reporting requirements and timelines set by the Department of Child Support Services. Judicial Council staff will work with the Courts to provide a method for submitting the data.

In implementing this provision, it is noted that the Department of Child Support Services will hold back and not advance any payment for the month of December pending the Judicial Council’s submission of the Annual Report. Upon submission of a

complete statewide Annual Report, the DCSS shall pay the withheld payment for the December invoice.

- The total number of Family Law Facilitators (part-time or full-time) funded under this contract;
- The number of support staff used by each Family Law Facilitator funded under this contract;

**7. JOINT RESPONSIBILITIES**

- A. The Judicial Council and the Court agree to execute Amendments to this Agreement whenever necessary to reflect new or revised state or federal statutes or regulations. The Judicial Council and the Court further agree to execute Amendments to reflect a material change in any phase of state or federal law, organization, policy, or state or local agency operation or organization.
- B. The Judicial Council and the Court shall comply with state and federal laws and regulations concerning safeguarding of information. (See Cal. Family Code §17212, Welf. & Inst. Code, § 11478.1, 111430 and 111440 of Title 22, California Code of Regulations and 45 C.F.R., § 303.21.) No information that identifies any applicant or recipient of public assistance by name and address shall be disclosed to any committee or legislative body.

**8. AGREEMENT COMMUNICATION AND ADMINISTRATION**

- A. The Court shall designate a staff member to have primary responsibility for Program liaison and coordination of activities under this Agreement and meet with the Program Manager, when necessary, to further define specific procedures and responsibilities. Any Notice shall be submitted to this Program liaison.
- B. The Court's Program liaison, plus the court executive officer and the administrative and accounting contact persons, including names, addresses, telephone numbers, fax numbers, and email addresses, shall be set forth in Exhibit E, Court Contacts.
- C. During the term of the Agreement, the Court shall notify the Program Manager of any proposed changes to Exhibit E.
- D. Under this Agreement, the Program Manager shall be the contact person. All requests and communications about the Program shall be made through the Program Manager. Any Notice from the Court to the Judicial Council shall be in writing and shall be delivered to the Program Manager. Contact the Program Manager as follows:

Judicial Council of California  
Anna L. Maves, Program Manager  
2860 Gateway Oaks, Suite 400  
Sacramento, CA 95833

Telephone: 916-263-8624  
E-mail: Anna.Maves@jud.ca.gov

E. The Accounting contact person is identified in Exhibit C, Reimbursement Provisions.

**9. MANNER OF PERFORMANCE OF SERVICES**

The Court shall complete all work specified under this Agreement to the Judicial Council's satisfaction. Under this Agreement, the Court shall be monitored and evaluated by the Judicial Council. The Judicial Council may delegate monitoring and evaluation of the Court to a separate entity, as deemed necessary by the Judicial Council.

**10. TERMINATION OTHER THAN FOR CAUSE**

- A. In addition to termination for cause under Exhibit A, Standard Provisions, Paragraph 3, the Judicial Council may terminate the Agreement at any time upon providing the Court Notice at least ten (10) days before the effective date of termination. Upon receipt of the termination Notice, the Court shall promptly discontinue all services affected unless the Notice specifies otherwise.
- B. If the Judicial Council terminates all or a portion of this Agreement other than for cause, the Judicial Council shall pay the Court for the fair value of allowable, allocable, and reasonable expenses incurred before the termination, not to exceed the amount budgeted for the Program, as set forth in Exhibit F, Budget.

**11. JUDICIAL COUNCIL'S OBLIGATION SUBJECT TO AVAILABILITY OF FUNDS**

- A. The Judicial Council's obligation under this Agreement is subject to the availability of authorized funds. The Judicial Council may terminate the Agreement or any part of the Agreement, without prejudice to any right or remedy of the Judicial Council, for lack of appropriation of funds. If expected or actual funding is withdrawn, reduced or limited in any way prior to the expiration date set forth in this Agreement, or in any Amendment hereto, the Judicial Council may, upon written Notice to the Court, terminate this Agreement in whole or in part. Such termination shall be in addition to the Judicial Council's rights to terminate for convenience or cause.
- B. Payment shall not exceed the amount allowable for appropriation by Legislature and/or Congress. If the Agreement is terminated for non-appropriation:
  - i. The Judicial Council will be liable only for payment in accordance with the terms of this Agreement for expenses incurred prior to the effective date of termination; and
  - ii. The Court shall be released from any obligation to provide further services pursuant to the Agreement as are affected by the termination.

- C. Funding for this Agreement beyond the current Appropriation Year is conditional upon appropriation by the Legislature and/or Congress of sufficient funds to support the activities described in this Agreement. Should such an appropriation not be approved, the Agreement will terminate at the close of the current Appropriation Year.

## **12. FISCAL ACCOUNTABILITY**

- A. The Court shall either:
  - i. Maintain an accounting system and supporting fiscal records that are adequate to ensure all invoices submitted under the Agreement are in accordance with applicable federal and state requirements and the Trial Court Financial Policies and Procedures Manual; or,
  - ii. When utilizing county-provided administrative services, be responsible for ensuring that such county-provided administrative services maintain an accounting system and supporting fiscal records that are adequate to ensure all invoices submitted under the Agreement are in accordance with applicable federal and state requirements and the State of California's Manual of Accounting for Audit Guidelines for Trial Court as published by the State Controller's Office.
- B. The Court shall follow federal, state and local laws and regulations as well as Judicial Council fiscal policies, procedures and guidelines.

## **13. FUNDING ADVANCEMENT**

This Agreement allows for the payment of the amounts requested by the Court on a reimbursement basis following the submission of appropriate invoices approved by a Court official. At the request of the Court, if the law permits, the Judicial Council may, in its discretion and with consent of the Department of Child Support Services and the Court, make payment in advance on such terms and in such amounts as the Judicial Council and the Department of Child Support Services may deem appropriate.

## **14. REIMBURSEMENT PROCESS**

- A. The Court must submit to the Judicial Council invoices for all reimbursable costs associated with the Family Law Facilitator Program pursuant to this Agreement on a monthly basis by the 20th of the month. All invoices shall conform to the requirements specified in Exhibit C, Reimbursement Provisions. Failure to provide invoices on a monthly basis may result in the court forfeiting participation in the mid-year reallocation.
- B. In addition to any other documentation required under state or federal law, to substantiate the expenditure of funds by the courts, each court shall be required to submit to the Judicial Council information that includes, but is not limited to, costing data on the numbers of employees by category i.e. commissioners, facilitators, funded

under this agreement for the Title IV-D services, the hours claimed per employee, rate of salary or wages per employee, numbers of IV-D customers served by each Family Law Facilitator Office. The court shall provide this information to the Judicial Council on a quarterly basis.”

- C. The parties acknowledge that the budget set forth in Exhibit F, Budget, is an estimate of the spending anticipated for the current Appropriation Year, fiscal year **2017–2018**, and is based upon the Contract Amount set forth on the fully executed Judicial Council Standard Agreement. In order to make the best use of these funds on a statewide basis, the parties agree that the Judicial Council shall review the spending patterns of the Court for expenditures reimbursable under this Agreement. The Judicial Council shall review the invoices submitted by the Court to determine whether the budget in Exhibit F is still realistic. Based upon those invoices, the Judicial Council will extrapolate the Court’s spending to a 12-month spending pattern. If the extrapolation demonstrates that the Court’s spending during the term of this Agreement will not reach the budget amount, the Judicial Council and the Court shall meet and confer to decide whether the amount allocated to the Court under this Agreement should be reduced to bring it into conformity with the expected spending based upon the extrapolated amount.
- D. The Facilitator and any staff are required to document the amount of time spent on (i) Title IV-D matters; (ii) Outreach (non–Title IV-D child, family, spousal, and medical support matters); and (iii) other matters.

**15. NONDUPLICATION OF AGREEMENT FUND EXPENDITURES**

The Court certifies that there are no ongoing or completed projects with the Judicial Council, or other funding sources, that duplicate or overlap any work contemplated or described in this Agreement. Any pending or proposed request for other funds that would duplicate or overlap work under this Agreement will be revised to exclude any such duplication of Agreement fund expenditures. Any such duplication of expenditures subsequently determined by audit will be subject to recovery by the Judicial Council.

**16. AGREEMENT TERM**

This Agreement shall commence effective **July 1, 2017** and end effective **June 30, 2018**. This Agreement is of no force and effect until signed by the Court and the Judicial Council and all approvals are secured. Any commencement of performance prior to agreement shall be done at the Court’s risk.

**17. CHANGES AND AMENDMENTS**

Changes or Amendments to any component of the Contract Documents can be made only with prior written approval from the Program Manager. Requests for changes or Amendments must be submitted in writing and must be accompanied by a narrative description of the proposed change and the reasons for the change. After the Program Manager reviews the request, a written decision shall be provided to the Court. Amendments to the Agreement shall be authorized via bilateral

execution of a Judicial Council Standard Agreement.

**18. SUBCONTRACTING**

- A. The Court shall not subcontract this Agreement or services provided under this Agreement, unless the Judicial Council agrees to the subcontracting in writing. Any authorized Subcontractor(s) shall be executed in the same manner as this Agreement. No party to this Agreement shall in any way contract on behalf of or in the name of another party to this Agreement.
- B. The Court shall provide copies of any subcontracts, purchase orders, lease/rental agreements or any other Program related agreements upon request by the Program Manager.

**19. STANDARD OF PROFESSIONALISM**

The Court shall conduct all work consistent with professional standards for members of the State Bar and type of work being performed under the Agreement.

**20. DEFICIENT PERFORMANCE**

Should the Judicial Council find the Court to be deficient in any aspects of performance under this Agreement or fail to perform under the agreed standards, the Court shall submit a proposed corrective action plan to the Judicial Council. The corrective action plan shall identify specific action to be taken to correct the deficient performance and shall be submitted within forty-five (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 Judicial Council shall notify the Court in writing that this Agreement is terminated, and of the Court's liability due to its failure to perform. This is different for the Termination for Cause provision on Exhibit A Section 2.

**21. COPYRIGHTS AND RIGHTS IN DATA**

- A. For all products, including those other than publications, the Judicial Council reserves the right to use and copyright, in whole or in part, the products produced with funding from the Agreement.
- B. The Court agrees not to copyright any material produced with funding from the Agreement, unless the Judicial Council gives the Court express permission to do so. If such permission is obtained and the material is copyrighted, the Judicial Council will be given an exemption that reserves for it the right to use, duplicate, and disseminate the products without fee.

**22. PUBLICATIONS**

The following disclaimer will accompany the dissemination and/or publication of all reports and other materials developed under funding from the Agreement:

“These materials have been compiled through a grant from the Judicial Council of California. The opinions, findings, and conclusions in this publication are those of the author and not necessarily those of the Judicial Council of California. These materials are copyright 2017 Judicial Council of California, all rights reserved.”

**23. CONFIDENTIALITY**

All financial, statistical, personnel, technical, and other Confidential Information relating to the Judicial Council's operation that are designated confidential by the Judicial Council and are disclosed to the Court shall be protected by the Court from unauthorized use and disclosure.

**24. CONFLICT OF INTEREST**

The Court certifies and shall require any Subcontractor to certify to the following:

Former State of California employees will not be awarded a contract for two (2) years from the date of separation if that employee had any part of the decision making process relevant to the contract, or for one (1) year from the date of separation if that employee was in a policy making position in the same general subject area as the proposed contract within the twelve (12) month period of his or her separation from state service.

**25. LOBBYING**

Funds awarded to the Court shall not be used, indirectly or directly, to influence executive orders or similar promulgations by federal, state, or local agencies, or to influence the passage or defeat of any legislation by federal, state, or local legislative bodies.

**26. POLITICAL ACTIVITY**

The Court shall not contribute or make available Program funds, Program personnel, or equipment awarded by the Agreement to any political party or association or the campaign of any candidate for public or party office. The Court shall not use funds awarded to the Court in advocating or opposing any ballot measure, initiative, or referendum. Finally, neither the Court nor any Court employee shall intentionally identify the Judicial Council with any partisan or nonpartisan political activity associated with a political party or association or campaign of any candidate for public or party office.

**27. NONDISCRIMINATION/NO HARASSMENT CLAUSE**

- A. During the performance of this Agreement, the Court and its Subcontractors shall not unlawfully discriminate against any employee or applicant for employment because of race, religion, color, national origin, ancestry, physical or mental disability, medical condition, marital status, age (over 40), sex, or sexual orientation. The Court shall ensure that the evaluation and treatment of employees and applicants for employment are free of such discrimination.



- B. During the performance of this Agreement, the Court and its Subcontractors shall not engage in unlawful harassment, including sexual harassment, with respect to any persons with whom the Court or its Subcontractors interact in the performance of this Agreement. The Court and its Subcontractors shall take all reasonable steps to prevent harassment from occurring.
- C. The Court shall comply with applicable provisions of the Fair Employment and Housing Act, California Government Code, sections 12990 *et seq.*, and the applicable regulations promulgated under California Code of Regulations, title 2, sections 7285 *et seq.* The applicable regulations of the Fair Employment and Housing Commission implementing California Government Code, section 12990, set forth in chapter 5 of division 4 of title 2 of the California Code of Regulations, are incorporated into this Agreement by reference and made a part of it as if set forth in full.
- D. The Court and any of its Subcontractors shall give written Notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.
- E. The Court shall include the nondiscrimination/no harassment and compliance provisions of this clause in any and all subcontracts issued to perform work under the Agreement.

**28. NATIONAL LABOR RELATIONS BOARD CERTIFICATION**

By executing this Agreement, the Court certifies under penalty of perjury under the laws of the State of California that no more than one final, unappealable finding of contempt of court by a federal court has been issued against the Court within the immediately preceding two-year period because of the Court's failure to comply with an order of the National Labor Relations Board.

**29. DRUG-FREE WORKPLACE**

The Court certifies that it will provide a drug-free workplace as required by California Government Code, section 8355 through section 8357.

**30. AMERICANS WITH DISABILITIES ACT**

By signing the agreement, the Court assures the Judicial Council that it complies with applicable provisions of the Americans With Disabilities Act ("ADA") of 1990 (42 U.S.C. sections 012101 *et seq.*), which prohibits discrimination on the basis of disability, as well as with all applicable regulations and guidelines issued pursuant to the ADA.

**31. CALIFORNIA LAW**

This Agreement shall be subject to and construed in accordance with the laws of the State of California.

**32. FEDERAL AND STATE RECORD REQUIREMENTS**

All records and documentation shall be maintained in accordance with federal and state requirements, including but not limited to the provisions of 45 CFR 92.42(e) and shall be made available to state or federal personnel for conducting audits of the Program. All information shall be safeguarded in accordance with federal law.

**33. RETENTION OF RECORDS**

The Court shall maintain all financial records, supporting documents, and all other records relating to performance and billing under this Agreement for a period in accordance with state and federal law, a minimum retention period being no less than four (4) years and four (4) months. The retention period shall start from the date of the submission of the final payment request. The Court is also obligated to protect records adequately against fire and other damage.

**34. RIGHT TO AUDIT**

- A. The Court shall permit all data, court files, and records relating to performance, case processing, procedures, and billing to the Judicial Council under this Agreement to be inspected and/or audited, at any reasonable time, by the authorized representative of any of the following or its designee:
  - i. The Judicial Council,
  - ii. The California Department of Child Support Services,
  - iii. The California State Auditors,
  - iv. The Federal Office of Child Support Enforcement, and
  - v. Any other federal government auditing agency.
- B. The right of each agency to inspect and/or audit the Agreement records is independent of whether or not any other independent audit or inspection has been performed.

**35. AUDIT COMPLIANCE**

- A. The Court shall accept responsibility for receiving, replying to, and/or complying with any audit exceptions by appropriate state and federal audit agencies that directly relate to the services to be performed under this Agreement. A draft of any reply shall be reviewed and approved for release by Judicial Council Internal Audit prior to release to the cognizant entity. A copy of the final reply shall be submitted to Judicial Council Internal Audit.
- B. The Court agrees to pay to the Judicial Council the amount of the Judicial Council's liability to the California Department of Child Support Services, the state of California or the federal government that results from the Court's failure to perform the obligations or comply with the conditions required by federal, state or local law or

regulations or by this Agreement and identified by any audit exception. This section does not apply if such liability was the result of the Court following written instructions or direction from the California Department of Child Support Services or the Judicial Council.

**36. FAMILY CODE**

- A. This is a “cooperative agreement” within the meaning of California Family Code section 17604.
- B. The Court is a public agency that is required by law or by cooperative agreement to perform functions relating to the state plan for securing child and spousal support and determining paternity, and is subject to the provisions of California Family Code section 17604. The Court agrees to pay to the Judicial Council the amount of the Judicial Council’s liability to the federal government that result from the Court’s failure to perform the services or comply with the conditions required by this Agreement and identified by any audit exception.

**37. SIGNATURE AUTHORITY**

The parties signing the Agreement certify that they have proper authorization to do so.

**38. SEVERABILITY**

If any term or provision of this Agreement is found to be illegal or unenforceable, this Agreement shall remain in full force and effect and that term or provision shall be deemed stricken.

**39. WAIVER**

The omission by either party at any time to enforce any default or right, or to require performance of any of this Agreement’s terms, covenants, or provisions by the other party at the time designated, shall not be a waiver of the default or right, nor shall it affect the right of the party to enforce those provisions at a later date.

**40. SURVIVAL**

The termination or expiration of the Agreement shall not relieve either party of any obligation or liability accrued hereunder prior to such termination or expiration, nor affect or impair the rights of either party arising under the Agreement prior to or subsequent to such termination or expiration, except as expressly provided herein.

**41. ENTIRE AGREEMENT**

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and shall supersede all previous proposals, both oral and written, negotiations,

Judicial Council Standard Agreement  
Contract No. «CONTRACT\_NUM» with Superior Court of California, County of «COUNTY»

representations, commitments, writing, and all other communications between the parties.

***END OF EXHIBIT***

**EXHIBIT C**  
**REIMBURSEMENT PROVISIONS**  
**FAMILY LAW FACILITATOR PROGRAM FY 2017–2018**

**1. CONTRACTUAL AND REGULATORY COMPLIANCE**

- A. The Court shall follow applicable federal, state, and local laws and regulations, including but not limited to the following:
- i) The Judicial Branch Contracting Manual and Trial Court Financial Policies and Procedures Manual, as applicable.
  - ii) The State of California’s Manual of Accounting for Audit Guidelines for Trial Court as published by the State Controller’s Office, which is applicable when the Court utilizes County administrative services.
  - iii) Title 2 CFR Part 225 Super Circular 200, Cost Principles for State, Local and Indian Tribal Governments.
  - iv) California Rules of Court, Rule 10.810.
- B. The Court shall follow the reporting instructions specified in the Invoice Instructions Manual.
- C. The mandatory grant accounting and reporting forms listed in Exhibit G, Forms, must be used to report grant expenses and request for reimbursements. The forms must not be modified or altered. Modified or altered forms will not be used for processing claims for payment.
- D. Funds allocated to the Family Law Facilitator Program by this Agreement must be used for the purposes set forth in this Agreement and must not be used for any other purpose, including the Child Support Commissioner Program.

**2. CONTRACT AMOUNT**

The total amount the Judicial Council may pay to the Court under this Agreement for costs and expenses pertaining to the Family Law Facilitator Program shall not exceed the Contract Amount, as set forth on the fully executed Standard Agreement form. The Contract Amount consists of:

Category 1- Federal reimbursement funds and the state match funds from the DCSS funding in the annual Budget Act; and may also include

Category 2- Federal reimbursement funds based on the expenditure of Court’s funds which are not used by Court for claiming funds under Category 1.

### 3. REIMBURSABLE CATEGORIES

- A. *Salaries.* Salaries include wages and compensation of Court employees for the time devoted and identified specifically to the Program.
- B. *Fringe Benefits.* Fringe benefits are allowances and services provided by the employer to its employees as compensation in addition to regular salaries and wages. Fringe benefits include, but are not limited to, the costs of leave, employee insurance, pensions, and unemployment benefit plans. Fringe Benefits are divided into two (2) types: Regular Fringe Benefits and Benefit Hours.
  - i) Regular Fringe Benefits are made up of employer paid FICA, SDI, health insurance, and retirement benefits. These benefits shall be reported either by determining a benefit rate or by using actual figures from Court payroll records.
  - ii) Benefit Hours are made up of vacation, annual leave, sick leave, holidays, court leave, and military leave. Benefit Hours shall be reported as used on the Payroll Summary form. Accrued and buyback hours shall not be included in the calculation of the Fringe Benefits. Costs for authorized absences are only reimbursable up to the amount earned and used during the term (July 1, 2017 through June 30, 2018) of this grant.
- C. *Overtime.* Overtime is defined as worked beyond the normal established work week for all employees, except exempt employees. Where salaries apply to two or more grant programs or cost activities, the cost to each activity must be documented on the timesheet and must be prorated among the programs. Prior written approval must be obtained from the Judicial Council Program Manager before charging any overtime on the grant.
- D. *Operating Expenses and Equipment.*
  - i) Operating expenses and equipment shall consist of actual costs paid by the Court for Family Law Facilitator Program expenditures. Categories of operating expenses include but are not limited to: staff training, office supplies, furniture, personal computers, remodeling.
  - ii) Any staff paid as contractors shall be reported as operating expenses and will not be reported as part of salaries or in the calculation of Court department overhead allocation pool.
  - iii) Any claim for reimbursement of operating expenses shall be based on a reimbursement rate specified by the Judicial Council. Reimbursement rates may be adjusted by the Judicial Council from time-to-time.
  - iv) All equipment purchases that exceed the limit of \$5,000.00 per item will require

prior written approval from the Program Manager.

- v) Written approval of the Program Manager must be requested and obtained before commencing any remodeling project or renting any new space, regardless of the anticipated expenditure amount, in order to determine if expenses are reimbursable. Requests for remodeling must be received by the Program Manager no later than **March 31, 2018**, for work to be completed in the current fiscal year. The request may not be approved if received after **March 31, 2018**. Any consideration for remodeling may require a public works discussion with the Judicial Council. Requests for remodeling must include a letter of justification stating the reason for remodeling and certifying there are no structural or foundation changes. Any reimbursements for remodeling must include all purchase documentation including the bidding process used to select a vendor, floor plans, estimates, and diagrams of the work to be performed.

E. *Indirect Costs.*

- i) The Court shall claim indirect costs using an approved rate calculated under the guidelines set forth in Trial Court Financial Policies and Procedures Manual, FIN 16.02, effective July 1, 2006, or, pursuant to Uniform Administrative Requirements, Cost Principles, and Audit Requirement for Federal Awards. In lieu of an approved rate, the Court may claim indirect costs up to ten percent (10%) of the direct labor costs charged to the Family Law Facilitator Program (including salaries and wages; excluding extraordinary costs such as overtime, fringe benefits and shift premiums).
- ii) Indirect costs claimed using the approved rate will be claimed at actual cost not to exceed 20%.
- iii) No costs charged directly should be included in an overhead pool.

4. **RECORDING OF HOURS OR COSTS EXPENDED**

A. *Time Sheet.*

- i) The Court shall use the Time Sheet form set forth in the Invoice Instructions, for all timesheets pertaining to this Program. All employees whose time is charged to the Program must complete timesheets specifically identifying time spent working on the program and reflecting 100% of hours worked for the time period. These timesheets must include the original signatures of both the employee and a supervisor, and the following certification language: "I certify under penalty of perjury that this time sheet accurately represents actual time worked, and any leave time charged or authorized to any grant included does not exceed leave time earned while working on the grant."

Judicial Council Standard Agreement

Contract No. «CONTRACT\_NUM» with Superior Court of California, County of «COUNTY»

- ii) Prior to using any unauthorized time sheet form, the Court must obtain written approval from the Accounting contact, as use of an unauthorized form may not be acceptable for Program reporting requirements.
  - iii) The Court shall provide copies of the timesheets with submission of invoice. The Court shall maintain all timesheets in accordance with Exhibit B, Special Provisions, Paragraph 35, Right to Audit.
- B. **Payroll Summary.** The Court must complete a summary spreadsheet, using the Payroll Summary form set forth in the Invoice Instructions. A Court representative shall sign each Payroll Summary, certifying to the following statement: “I certify under penalty of perjury that the information provided here accurately represents the official records and are in compliance with the program contract, and any leave time charged or authorized to any grant included does not exceed leave time earned while working on the grant.”
- C. **Operating Expense Recap.** The Court shall use the Operating Expense Recap form set forth in the Invoice Instructions, to claim reimbursable operating expenses and equipment charges.
- D. **Activity Log.** The Court shall require its Subcontractors, that provide Program work, as set forth in Exhibit B, Paragraph 6, Court Responsibilities, to complete a monthly activity log accounting for 100% of hours worked in a month. The activity log will list the time spent on (i) Title IV-D matters; (ii) Outreach (non-Title IV-D child, family, spousal, and medical support matters); and (iii) other matters. This activity log shall be kept on file at the Court’s facilities and shall be submitted for review at the request of the Judicial Council. The activity log must include an original signature of the contracted Facilitator and the following certification lanaguage: “I hereby certify under penalty of perjury that this activity log accurately represents actual time worked.”
- E. **Expenditures Line Item Summary.** The Court must submit an expenditures line item summary spreadsheet, with each invoice submitted, that reflects the columns defined on the spreadsheet.
- F. **Invoice.** The Court must submit invoices monthly using the Invoice form set forth in the Invoice Instructions. A Court representative shall sign the Invoice, certifying to the following statement: “I certify under penalty of perjury that the amount billed above is true and correct and in accordance with the Contract.”
- G. **Travel Expense Claim (TEC).** Court employees who incur reimbursable business travel expenses must submit a completed Judicial Council Travel Expense Claim form.
- H. **Leave Earn Report.** For the purpose of verifying allowable leave time earned, the court must submit a Leave Earn Report when requested reflecting the annual leave earn by each employee charged on the grant. The report must be updated when personnel changes occur.



- I. The Judicial Council Accounting contact shall provide notice to the Court that will advise the Court if a new or revised Time Sheet, Payroll Summary, Invoice, Operating Expense Recap, Activity Log, Expenditures Line Item Summary, or Leave Earn Report form, as set forth in the Invoice Instructions, shall become effective during this Agreement.

## 5. METHOD OF PAYMENT

- A. The Court will submit invoices to the Judicial Council that include all allocable, allowable, and reasonable costs for the Family Law Facilitator Program, reimbursable in accordance with this exhibit and the terms and conditions of this Agreement.
- B. Invoices are due to the Judicial Council Accounting contact by the 20<sup>th</sup> of the month.
- C. The Judicial Council will make payment in arrears (goods and services have been purchased and vendor payments have been made) after receipt, review and approval of the Court's properly completed invoice. Invoices shall clearly indicate:
  - i) The Contract number;
  - ii) The Program title (Family Law Facilitator Program);
  - iii) The name and telephone number of the Court accounting contact;
  - iv) The month invoiced;
  - v) The amount of reimbursement requested, by category, including a total amount;
  - vi) Copies of paid vendor invoices with check/warrant numbers and paid dates noted, when applicable;
  - vii) An appropriate documentation for reimbursement of allowable expenses; and
  - viii) A preferred remittance address, if different from the mailing address.
- D. The Court shall submit the invoices to:

Judicial Council of California  
Attn.: Grant Accounting, 6th Floor  
455 Golden Gate Avenue  
San Francisco, CA 94102-3688

The allocation set forth for this Agreement is the maximum amount allowable for reimbursement of actual costs expended on the Family Law Facilitator Programs throughout the applicable fiscal year only. Invoices exceeding the Contract Amount encumbered will not be paid.

- E. For reimbursement, Work must be provided during **July 1, 2017 to June 30, 2018**. Additionally, any and all obligations must be liquidated prior to the Court's final invoice. The Court's final invoice must be received by the Judicial Council Grant Accounting no later than **September 28, 2018**; invoices received after this date will not be paid.

**6. JUDICIAL COUNCIL ACCOUNTING CONTACT**

- A. The Court shall contact the following Judicial Council Accounting contact for any accounting concerns, including requests for electronic copies of the Time Sheet, Payroll Summary, Operating Expense Recap, Activity Log, Expenditures Line Item Summary, or Invoice forms:

Abutaha Shaheen  
Telephone: (415) 865-8958  
FAX: (415) 865-4337  
Email: [Abutaha.Shaheen@jud.ca.gov](mailto:Abutaha.Shaheen@jud.ca.gov)

***END OF EXHIBIT***

**EXHIBIT D**  
**DCSS SPECIAL TERMS AND CONDITIONS**  
**FAMILY LAW FACILITATOR PROGRAM FY 2017–2018**

**1. CERTIFICATION REGARDING LOBBYING:**

- A. In accordance with section 1352, Title 31 of the U.S. Code, for Agreements with Contractors who are State entities not under the authority of the Governor, or cities, private firms or agencies which are receiving in excess of \$100,000 in federal funds from DCSS to perform services, by signing this Agreement Contractor certifies, to the best of his or her knowledge and belief, that:
- i. No Federal appropriated funds have been paid or will be paid, by or on behalf of Contractor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
  - ii. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, Contractor shall complete and submit Standard Form-LLL, “Disclosure of Lobbying Activities,” in accordance with its instructions. <https://www.state.gov/documents/organization/149465.pdf>
  - iii. The Contractor shall require that certification language be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.
- B. Signing this Agreement, and thereby certifying that these requirements will be met, is a prerequisite for making or entering into this transaction imposed by section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**2. DEBARMENT AND SUSPENSION:**

For federally funded agreements in the amount of \$25,000 or more, the Contractor certifies by signing this Agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this

transaction by any Federal department or agency. Where the prospective recipient of federal funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal. (Executive Order 12549, 7 CFR Part 3017, 45 CFR Part 76, and 44 CFR Part 17). <https://www.archives.gov/federal-register/codification/executive-order/12549.html>

**3. UNION ORGANIZING:**

For contracts over \$50,000, Contractor by signing this agreement hereby acknowledges the applicability of Government Code section 16645 through section 16649 to this agreement.

- i. Contractor will not assist, promote or deter union organizing by employees performing work on a state service contract, including a public works contract.
- ii. No state funds received under this agreement will be used to assist, promote or deter union organizing.
- iii. Contractor will not, for any business conducted under this agreement, use any state property to hold meetings with employees or supervisors, if the purpose of such meetings is to assist, promote or deter union organizing, unless the state property is equally available to the general public for holding meetings.
- iv. If Contractor incurs costs, or makes expenditures to assist, promote or deter union organizing, Contractor will maintain records sufficient to show that no reimbursement from state funds has been sought for these costs, and that Contractor shall provide those records to the Attorney General upon request. [https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill\\_id=199920000AB1889](https://leginfo.legislature.ca.gov/faces/billTextClient.xhtml?bill_id=199920000AB1889)

***END OF EXHIBIT***

**EXHIBIT E**  
**COURT CONTACTS**  
**FAMILY LAW FACILITATOR PROGRAM FY 2017–2018**

The following is a list of the Court’s contacts designated for this Agreement:

1. Court’s Program Liaison:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax #: \_\_\_\_\_  
Email: \_\_\_\_\_

2. Court’s Administrative Contact:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax #: \_\_\_\_\_  
Email: \_\_\_\_\_

3. Court’s Accounting Contact:

Name: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone: \_\_\_\_\_  
Fax #: \_\_\_\_\_  
Email: \_\_\_\_\_

Judicial Council Standard Agreement  
Contract No. «CONTRACT\_NUM» with Superior Court of California, County of «COUNTY»

**EXHIBIT F**  
**BUDGET**  
**FAMILY LAW FACILITATOR PROGRAM FY 2017–2018**

**EXHIBIT G**  
**FORMS**  
**FAMILY LAW FACILITATOR PROGRAM FY 2017–2018**

This Exhibit includes the list of required accounting forms to be used for submission of invoices for this program. The following link will provide you with the current version of those forms. For Family Law Facilitator forms <http://www.courts.ca.gov/documents/AB1058-Reporting-Form-FLF-fy1718.xlsx>. These forms may also be requested from the Judicial Council Grant Accounting Unit at [Abutaha.Shaheen@jud.ca.gov](mailto:Abutaha.Shaheen@jud.ca.gov).

1. Invoice
2. Invoice Instructions
3. Summary Sheet
4. Summary Sheet Instructions
5. Payroll Summary Sheet
6. Payroll Summary Instructions
7. Grant Time Sheet
8. Grant Time Sheet Instructions
9. Contractor Activity Log
10. Contractor Activity Log Instructions
11. Operating Recap Sheet
12. Operating Recap Sheet Instructions
13. Travel Expense Claim Form
14. Travel Expense Claim Form Instructions
15. Leave Earn Report
16. Leave Earn Report Instructions

# TAB 6



# Title IV-D Federal Performance Measures

Pursuant to federal law and regulations, each state's Title IV-D program receives federal incentive payments based on the state's performance in five areas, as described below. To be rewarded with these incentive payments, the state must exceed a minimum threshold or, if below the threshold, must show substantial improvement over the prior year's performance. As noted below, California exceeds the minimum threshold in all performance areas, with the exception of the cost-effectiveness measure.

**Paternity Establishment:** Percentage of total number of children in the IV-D caseload in the fiscal year who have been born out-of-wedlock and for whom paternity has been established

<b>Minimum Threshold</b>	50% + 2-6% increase annually if under 90%
<b>FY 16-17 Performance</b>	101.4%

**Cases with a Child Support Order:** Percentage of total number of cases in the IV-D caseload with a support order

<b>Minimum Threshold</b>	50% or 5% increase annually
<b>FY 16-17 Performance</b>	91.2%

**Current Collections:** Percentage of total support owed that is collected

<b>Minimum Threshold</b>	40%
<b>FY 16-17 Performance</b>	66.5%

**Arrearages Collections:** Percentage of total cases with arrearages owed in which there are collections (note: counts cases not dollar amount collected)








<b>Minimum Threshold</b>	40%
<b>FY 16-17 Performance</b>	66.4%

**Cost Effectiveness:** Amount of distributed collections per dollar expended in the fiscal year

<b>Minimum Threshold</b>	\$2.00
<b>FY 16-17 Performance</b>	\$2.52

**TAB 7**

## 2015 ANNUAL FEDERAL SELF-ASSESSMENT COMPLIANCE REVIEW REQUIREMENTS CHART

<p><b>INTAKE</b></p> 	<p>20 calendar days to open or re-open a case. (CA02)*</p>
<p><b>LOCATE</b></p> 	<p>75 calendar days to access all appropriate state, federal and local locate sources after it has been determined that the NCP is lost or assets need to be located. (CA03, CB02 &amp; CC03)*</p> <p>Quarterly locate attempts must be made on each case in which the location of the NCP and/or assets is needed in order to proceed. (CA04, CB03 &amp; CC04)*</p>
<p><b>ESTABLISHMENT</b></p> 	<p>Was a support order established during the review period? (Notwithstanding Provision) (CA01)*</p> <p>90 calendar days to serve or document attempted service from the date the NCP is located. (CA05)*</p> <p>Latest required action was used appropriately. (CA06)*</p>
<p><b>REVIEW &amp; ADJUSTMENT</b></p> 	<p>Was a modification of the support order issued as a result of the review and adjustment process? (Notwithstanding Provision) (CB01)*</p> <p>180 calendar days to complete the review and adjustment process (including obtaining a new order) from the date it was determined that a review would be conducted (CB04)*</p> <p>At least once every 3 years, the "Review and Adjustment Notice" (DCSS 0282) must be sent to both the custodial party and non-custodial parent in a current non-assistance case. (CB05)*</p> <p>At least once every 3 years, a mandatory TANF review must be conducted for current assistance cases. (CB06)*</p> <p>Latest required action was used appropriately. (CB07)*</p>
<p><b>ENFORCEMENT</b></p> 	<p>A wage assignment must include both current support and arrears, if applicable, and withhold no more than 50% of the NCP's disposable earnings for both current support and medical, if applicable, or the amount indicated in the court order, whichever is less. (CC01)*</p> <p>Was a collection received from income withholding during the last quarter of the review period, or if income withholding was not appropriate, was a collection otherwise received during the review period? (Notwithstanding Provision) (CC02)*</p> <p>2 business days to send a wage assignment if new employee information was received from the State Directory of New Hires (SDNH). (CC05)*</p> <p>30 calendar days to initiate administrative action, if assets are located and the NCP's delinquency equals one month's child support (if service of process is not required), and 60 calendar days to initiate legal action, if assets are located and the NCP's delinquency equals one month's child support (if service of process is required). (CC06)*</p> <p>Submit every case that has an arrearage to FTB/IRS intercepts (if the social security number is known). (CC07)*</p> <p>Latest required action was used appropriately. (CC08)*</p>
<p><b>DISBURSEMENT</b></p> 	<p>2 business days to disburse a payment to the non-assistance CP after the date of receipt by the SDU. (CD01)*</p>
<p><b>INTERGOVERNMENTAL</b></p> 	<p style="text-align: center;"><u><b>INTERGOVERNMENTAL-INITIATING CASES</b></u></p> <p>20 calendar days to refer case to the responding state central registry. (CE01)*</p> <p>30 calendar days to provide requested information to the responding state or notify them when the information will be provided. (CE02)*</p> <p>20 calendar days to send request to the responding state for review/adjustment. (CE03)*</p> <p>10 working days to inform the responding state of case closure. (CE04)*</p> <p>10 working days to forward new information received to the responding state. (CE05)*</p> <p>30 working days to provide additional or new information to the responding state regarding a controlling order determination and reconciliation of arrearages, or notify them when the information will be provided. (CE06)*</p>

**INTERGOVERNMENTAL-RESPONDING CASES**

**INTERGOVERNMENTAL**



NOTE: Intergovernmental cases are subject to the same time frames and notice requirements as non-intergovernmental. Intergovernmental initiating cases must meet additional requirements as specified in that section of this form.

10 working days from date referral was received to date acknowledgment of referral receipt was sent the initiating state. (CE07)\*

5 working days from date case status request was received, to date case status response was sent the initiating state. (CE08)\*

10 working days to transfer a case to another California county and notify the initiating state when the NCP moves to another county. (CE09)\*

10 working days to notify the initiating state of NCP's new location and to send case documentation the state NCP is located. (CE10)\*

2 business days to disburse a payment to the intergovernmental-initiating agency after the date of receipt by the SDU in a non-assistance case. (CE11)\*

10 working days to notify the initiating state of new information. (CE12)\*

30 working days to provide requested information to the initiating state or notify them when the information will be provided for a controlling order of determination and reconciliation of arrearages. (CE13)\*

10 working days from being informed of case closure by the initiating state, to stop the responding state income withholding order and close the case. (CE14)\*

Latest required action was used appropriately. (CE15)\*

**MEDICAL SUPPORT**



For support orders being established or modified during the review period, was medical support ordered? (CF01)\*

2 business days to send the NMSN to an employer once the place of employment is identified by the State Directory of New Hires (SDNH). (CF02)\*

If the medical provision was no longer enforceable, was the employer notified promptly within 10 calendar days? (CF03)\*






**CLOSURE**



If the child support case was closed during the review period, was it closed in accordance with case closure criteria? (CG01)\*

A 60 calendar days notice of intent (NOI) to close is required on all cases (exceptions permitted). (CG02)\*

Time frames begin the day the information first becomes known to the Local Child Support Agency

If the information is received...	Then the time frame starts...
By Application/Referral for Services	 On the day the application/referral is received
By Postal Mail	 On the day the mail is received
By Telephone Call/Voicemail message	 On the day the message is left on voicemail, or the day of the telephone call
In person (walk-ins)	 On the day the person comes in and leaves information
From Automated Sources	 On the day LCSA receives locate or asset information sufficient to take the next appropriate action

**\* Each alpha-numeric reference, for example "CA02", is an identifier for each specific compliance requirement used to assess cases as part of the 2015 Annual Federal Self-Assessment Review. This chart is not a complete list of all statutory and regulatory timeframes and compliance requirements that pertain to case management.**

**TAB 8**

# AB1058 Funding Fact Sheet

The AB1058 Program is a *service delivery* contract between the JCC and DCSS. The program is responsible for ensuring children and families receive court-ordered financial and medical support.

## Program Funding in Millions

	Base	FDD	Total
CSC	\$31.6	\$13	\$44.6
FLF	\$10.8	\$4.4	\$15.2
Total	\$42.4	\$17.4	\$59.8

\*FDD includes  $\frac{1}{3}$  match by courts

The Program has been flat funded since **2008**. When inflation is accounted for this is equivalent to **13%** funding cut to the program (According to BLS estimates).

**86%** of  
program costs  
are used for  
personnel

**47** Courts have  
less than a  
full-time  
Commissioner

**TAB 9**

# AB1058 Federal Drawdown Funds

## Background:

- Federal Drawdown Funds were made available to courts in 2008 during the state budget crisis for courts to maintain service levels.
- The AB1058 Program has been flat-funded since 2008.
- For every \$1 of trial court funds spent on the AB1058 Program, the court can draw down \$2 of matching federal funds to spend on the program, up to a contractually capped amount.

## FDD Program Funding in Millions

	Fed Share	Court Share	Total
CSC	\$8.6	\$4.4	\$13
FLF	\$2.9	\$1.5	\$4.4
Total	\$11.5	\$5.9	\$17.4

## Participation in FDD Program

CSC Program: 49 Courts

FLF Program: 50 Courts

## Midyear Reallocation of FDD

### CSC Program

16 courts returned  
\$1,725,259 which were  
reallocated to 12 courts.

### FLF Program

10 courts returned  
\$487,592 which were  
reallocated to 14 courts.

Note: All figures above are from FY 2017-2018.



**TAB 10**

# AB1058 Shared and Contract Services

To maximize existing resources, several courts enter into agreements with one another to share the services of a CSC or FLF or enter into contracts with individual CSCs or FLFs who provide services to one or more courts. Of the courts that share services, some agree to have one court receive the entire AB1058 allocation, which is intended to provide services at both courts.

## CSC Program

### Shared Services Agreements With One Court Receiving Entire Allocation\*

County	Base	FDD (federal share)	Total Contract
Trinity	\$0	\$0	\$0
Shasta	\$416,675	\$135,877	\$552,552
Alpine	\$0	\$0	\$0
El Dorado	\$203,169	\$66,252	\$269,421
Sierra	\$0	\$0	\$0
Nevada	\$327,593	\$78,277	\$405,870
<b>Total</b>	<b>\$947,437</b>	<b>\$280,406</b>	<b>\$1,227,843</b>

### CSCs That Provide Services To More Than Court\*

County	Base	FDD (federal share)	Total Contract
Monterey	\$375,757	\$119,147	\$494,904
San Benito	\$135,384	\$19,800	\$155,184
Colusa	\$45,691	\$14,461	\$60,152
Glenn	\$120,030	\$41,588	\$161,618
Plumas	\$95,777	\$11,988	\$107,764
Tehama	\$94,249	\$87,120	\$181,369
Tuolumne	\$158,566	\$51,708	\$210,274
Mariposa	\$75,216	\$0	\$75,216
Sutter	\$192,235	\$41,901	\$234,136
Yolo	\$190,192	\$62,022	\$252,214
Yuba	\$203,149	\$52,906	\$256,055
Inyo	\$79,264	\$15,331	\$94,595
Mono	\$45,232	\$1,329	\$46,561
<b>Total</b>	<b>\$1,810,742</b>	<b>\$519,301</b>	<b>\$2,188,886</b>

### CSCs That Contract For Services For One Court

County	Base	FDD (federal share)	Total Contract
Del Norte	\$48,004	\$21,317	\$69,321

## FLF Program

### Shared Services Agreements With One Court Receiving Entire Allocation\*

County	Base	FDD (federal share)	Total Contract
Trinity	\$0	\$0	\$0
Shasta	\$185,447	\$73,863	\$259,310
Alpine	\$0	\$0	\$0
El Dorado	\$106,037	\$33,253	\$139,290
Sierra	\$0	\$0	\$0
Nevada	\$116,010	\$25,802	\$141,812
<b>Total</b>	<b>\$407,494</b>	<b>\$132,918</b>	<b>\$540,412</b>

### FLFs That Provide Services To More Than Court\*

County	Base	FDD (federal share)	Total Contract
Colusa	\$52,619	\$7,425	\$60,044
Glenn	\$75,808	\$23,214	\$99,022
Butte	\$101,754	\$31,306	\$133,060
Lake	\$57,569	\$17,712	\$75,281
Amador	\$46,885	\$3,103	\$49,988
Calaveras	\$70,453	\$4,654	\$75,107
<b>Total</b>	<b>\$432,382</b>	<b>\$89,747</b>	<b>\$522,129</b>

### FLFs That Contract For Services For One Court

County	Base	FDD (federal share)	Total Contract
Del Norte	\$50,002	\$3,941	\$53,943
Imperial	\$52,714	\$16,501	\$69,215
Inyo	\$57,185	\$17,933	\$75,118
Kings	\$58,326	\$17,757	\$76,083
Mariposa	\$45,390	\$0	\$45,390
Modoc	\$70,941	\$823	\$71,764
Mono	\$48,246	\$891	\$49,137
Plumas	\$55,827	\$5,150	\$60,977
Tehama	\$27,294	\$2,333	\$29,627
Tuolumne	\$64,534	\$19,855	\$84,389
<b>Total</b>	<b>\$503,165</b>	<b>\$82,851</b>	<b>\$586,016</b>

\*The color groupings indicate the specific groups of courts that share services with one another.

**TAB 11**

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# REPORT TO THE AB 1058 FUNDING ALLOCATION JOINT SUBCOMMITTEE

For business meeting on: May 11, 2017

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Title	Agenda Item Type
AB 1058 Child Support Commissioner Subject Matter Expert Group Final Report	Information Only
	Date of Report
	May 1, 2017
Submitted by	
AB 1058 Child Support Commissioner Subject Matter Expert Group Hon. Sue Alexander, Co-Chair Alameda Superior Court Commissioner Hon. Norma Castellanos-Perez Tulare Superior Court Commissioner Hon. Jeri Hamlin Colusa, Glenn, Plumas, and Tehama Superior Courts Commissioner Hon. Thomas Owen Del Norte Superior Court Commissioner	Hon. Michelle Short Los Angeles Superior Court Commissioner Hon. Adam Wertheimer San Diego Superior Court Commissioner Hon. Rebecca Wightman San Francisco Superior Court Commissioner

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## **Introduction**

At the February 26, 2016 Judicial Council meeting, two subject matter expert (SME) groups were formed, one comprised of child support commissioners (CSCs) and another comprised of family law facilitators (FLFs) to provide input and expertise to the joint subcommittee. The subcommittee cochairs directed both groups to submit a final report summarizing its input and recommendations to the subcommittee by May 1, 2017. This report is being provided pursuant to that directive.

## **Composition of the SME Group**

The membership for the CSC SME group was selected by California Court Commissioner Association. While initially there were nine CSCs on the SME group, one of the members retired

in April of 2017, leaving the current composition at eight CSCs. These CSCs represent courts of various sizes both in population and geography throughout the state.

### **Activities of the SME Group**

Since June of 2016, the SME group has held 1-2 monthly conference calls to discuss factors that may impact workload and to determine methods to gather statewide input. The group developed an exploratory survey which was distributed to all CSCs throughout the state in an attempt to identify unique factors that may impact workload. The surveys were not intended to measure workload, but rather were to uncover possible variables worth further consideration.

Additionally, at the 2016 AB 1058 Child Support Training Conference in Los Angeles, the SME group facilitated a focus group session at which the attending CSCs had an opportunity to provide more in-depth input about factors affecting workload as well as to ask questions about the funding allocation methodology review process.

The SME group also participated in two conference calls with the consultant from MAXIMUS (Daniel Bauer, Esq.) to develop guiding principles and driving factors to assist in his work. The group additionally participated in two Delphi sessions to provide time estimates of various CSC tasks to be used in his proposed funding models.

### **Recommendations**

Based on the group's discussions regarding factors that impact the work of CSCs, the SME group offers the following recommendations:

- Use the 17-18 Fiscal year to create a method to capture Request for Orders (motions) and Ex-parte Requests as part of the basis for determining workload, not LCSA caseloads. Workload would also include chambers work such as reviewing and signing stipulations, defaults and uncontested matters. These functions would be weighted. DCSS system reports by managing county which may or may not be the same as the court location and doesn't track all litigant initiated motions and/or motions filed within existing family law cases. JBSIS tracks some of these functions but it is not one of the factors used for WAFM funding so the reporting is not reliable. Motions will be counted as one motion per issue raised, e.g., motion for modification of support, determination of arrears and release of CDL is three motions. Modify JBSIS reporting to match and confirm that every court is counting the same issues and includes both litigants filed and DCSS filed motions/pleadings.
- Weighting would need to also be determined. Various ways are being used such as RAS and SME data, stopwatch study by consultant and observational time studies conducted by the Office of Court Research. If possible, weighting should include consideration of the time involved in dealing with interpreters, telephone appearances, private attorneys and the like.

- Once a method is established, there should be a 2 to 3 year rolling workload analysis to account for changes. For 18-19, use the last three years unless a court entitled to an increase in base funding has consistently given base funding back. Federal draw down is a more difficult issue since it requires the courts to contribute a portion of trial court funding. Some courts have opted out of the federal draw down due to limited trial court funding to use for matching funds. The allocation of federal draw down may need to be based on the workload method of only those courts requesting the funds.
- Also use 17-18 as opportunity for Fam/Juv to consider proposed form, rule and legislative changes that may result in efficiencies and to determine the methodology to access the effects on the courts and federal performance measures.
- Establish a floor for small courts so they can keep the doors open. The SME working group did not have the data necessary to determine what the floor should be. The amounts allocated to the small courts (those previously designated as .3) varies as changes have been made over time. Information is needed from CEOs as to what the floor should be, taking into account the weighted data elements and basic staffing needs. The SME working group is willing to make a recommendation once the data is provided. Once the floor is determined, at least that amount should be provided to every court from base funding.
- Staffing needs need to be assessed. Larger courts need more staff per commissioner since more items identified for workload assessment that are done by staff in larger courts may be done by commissioners in smaller courts. The SME working group is aware there have been issues with RAS for staffing needs and WAFM for salary disparities. If these methods aren't used, a method is needed for dealing with these variations between courts.
- The SME working group recommends a multi-year phase in with a mandatory assessment of impacts on the courts and federal performance measures before any reallocation in excess of 50% (similar to WAFM). Always keep in mind the effect on the litigants – does the change improve, add barriers or have no effect on access.
- During the phase in, consideration should be given to:
  - Holding a portion of the funds at the state level for infrastructure needs that benefit the program such as assuring batch filing capabilities in every court, considering the rural courts that have unique infrastructure issues.

- Providing funds to implement proposed/approved efficiencies such as funding pilot projects, data collection and the like. If successful, provide funds for statewide implementation.
  - Assessing disruption to the courts
  - Reviewing any effects on federal performance measures. Continue to review annually to avoid unintended adverse consequences to federal performance measures.
  - Incentives for courts to adopt processes that meet identified systemic goals like reducing defaults and enhancing access.
  - Assessing for unintended consequences
  - Obtaining and providing information from/to state DCSS to assist in requesting additional funding
- If a court knows that it is not going to use all the funding allocated, notification should be made as soon as possible. Commitment of matching funds for federal draw down should be made at the time of the request. Assessment should be done in November and again at the mid-year reallocation which should continue as unexpected circumstances can occur and the goal is to spend the entire grant. Reallocations should be made as early as possible to be sure the full grant is expended. Courts should not be penalized for acknowledging that the full grant will not be used if done in time for reallocation. Consideration should be given to reducing grants for multiple years of leaving funds unspent. Accounting and budgeting should be transparent so courts can review how funds are spent for both educational and accountability purposes.



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# REPORT TO THE AB 1058 FUNDING ALLOCATION JOINT SUBCOMMITTEE

For business meeting on: May 11, 2017

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Title	Agenda Item Type
AB 1058 Family Law Facilitator Subject Matter Expert Group Final Report	Information Only
Submitted by	Date of Report
AB 1058 Family Law Facilitator Subject Matter Expert Group Carla Khal, Facilitator Tulare Superior Court Deborah Mullin, Facilitator Santa Barbara Superior Court Lollie Roberts, Facilitator Sacramento Superior Court	May 1, 2017  Fariba Soroosh, Facilitator Santa Clara Superior Court Terry Spies, Facilitator Yuba Superior Court Alexandria Quam, Facilitator Marin Superior Court

## **INTRODUCTION:**

At the February 26, 2016 Judicial Council meeting, two subject matter expert (SME) groups were formed, one comprised of child support commissioners (CSCs) and another comprised of family law facilitators (FLFs) to provide input and expertise to the joint subcommittee. The subcommittee cochairs directed both groups to submit a final report summarizing its input and recommendations to the subcommittee by May 1, 2017. This report is being provided pursuant to that directive.

## **COMPOSITION OF THE SME GROUP:**

The membership for the FLF SME group was selected by California Family Law Facilitator Association. While initially there were seven FLFs on the SME group, the chair had to resign from the group for personal reasons, leaving the current composition at six FLFs. These FLFs represent courts of various sizes both in population and geography throughout the state.

## **Activities of the SME Group**

- To date, the SME group has met 16 times since June 2016, holding 1-2 conference calls per month to discuss factors that may impact workload and to determine methods to gather statewide input.
- The group developed an exploratory survey which was distributed to all FLFs throughout the state in an attempt to identify unique factors that may impact workload. The surveys

were not intended to measure workload, but rather were to uncover possible variables worth further consideration.

- Furthermore, at the 2016 AB 1058 Child Support Training Conference in Los Angeles, the SME group facilitated a focus group session at which the attending FLFs had an opportunity to provide more in-depth input about factors affecting workload as well as to ask questions about the funding allocation methodology review process.
- From 11/2016 – 02/2017 the SME group also participated in 3 conference calls with the consultant from MAXIMUS (Daniel Bauer, Esq.) to develop guiding principles and driving factors to assist in his work. The SME group then participated in 2 Delphi sessions (along with other FLF volunteers) to provide time estimates related to the performance of the various FLF tasks (as mandated in Family Code section 10000 *et seq.*), which information could be used in Mr. Bauer’s proposed funding models.
- In addition in March and April 2017, the SME held 7 focus group sessions open to any FLF in order to gather the maximum diversity of input. After the initial orientation meeting on 3/3/2017, the interested FLFs were divided into 2 groups according to court size as follows:

**FLFs from mid-sized to large courts:**

March 6, 2017: about<sup>1</sup> 11 FLFs participated representing 9 courts<sup>2</sup>  
March 13, 2017: about 10 FLFs participated representing 9 courts<sup>3</sup>

**FLFs from small to mid-sized courts:**

March 10, 2017: about 13 FLFs participated representing 16 courts<sup>4</sup>  
March 17, 2017: about 9 FLFs participated representing 9 courts

**Combined sessions for FLFs from courts of all sizes:**

April 3, 2017: about 17 FLFs participated representing 20 courts  
April 17, 2017: about 14 FLFs participated representing 17 courts

**RESULTS AND RECOMMENDATIONS:**

Based on the input received from the FLF focus groups and ongoing discussion within the SME group regarding factors that impact the work of FLFs, the following recommendations are offered:

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<sup>1</sup> As the focus groups were facilitated via conference calls, it is possible that FLFs joined the call late who are not included in the totals.

<sup>2</sup> The superior courts of Los Angeles and San Diego each had 2 FLFs participating on the call.

<sup>3</sup> San Diego Superior Court had two FLFs participating on the call.

<sup>4</sup> For the small to mid-sized courts calls, a few FLFs participated who work in more than one court.

**1. There should be a base level of funding for small courts to account for the minimum costs to provide FLF services. The burden of underfunding must be equitably allocated among all courts.**

The group considered the possibility of implementing multiple funding floors into the funding methodology to account for the different basic costs required to keep the door open for FLF programs in courts of varying sizes. (The size of a court would be based on the county population for purposes of this recommendation.) There was disagreement about whether funding floors should only be for the small courts (e.g., divide the small courts in a few similarly sized groups and give each its own floor, as appropriate) or for the remaining larger courts as well. Since workload measures should provide most courts with “right-sized” funding, the idea of stratified funding floors was generally rejected. There was consensus, however, on the need for a minimum funding floor for small courts. All participants recognized that small courts present unique needs/challenges. A base amount of funding is needed to keep an office open and staffed with competent and qualified personnel. At the same time, large courts want to avoid a situation where a small court’s minimum funding allows a superior level of service to that of a large court’s workload-based funding. Participants agreed, and returned repeatedly, to the underlying truth that the FLF program state-wide is drastically underfunded. Courts are being forced to skirmish for a portion of inadequate funding. Until funding is increased overall, the FLFs agree that all courts must equitably share the burden of underfunding. The SME group therefore makes no recommendation on how to implement multiple funding floors, if the subcommittee decides to adopt this concept.

**2. While there should not be a mandated service delivery model for all FLF offices, FLF-derived recommendations for best practices in FLF offices would be helpful. Additional funding to purchase new hardware and software would be essential to optimize the work effort of smaller courts with remote service locations.**

A discussion point for both the FLF SME group and the FLF focus groups was whether or not mandating a service-delivery model should be a part of funding reallocation. Both large and small court FLFs commented that due to funding limitations, court culture, or other unique characteristics of individual courts, there should not be a mandated service delivery model, such as a set of standardized practices or uniform staffing dictates. Instead, courts need to have the freedom to develop programs that meet their counties’ specific needs. However, the suggestion to develop best practices to help guide offices received no dissent. A significant amount of time was also spent discussing the role of technology in making basic services available state-wide. Focus group participants and the FLF SME group support the need for one-time supplemental funding to purchase hardware and software that would allow remote locations access to services through technology. Such an investment could alleviate the impact of funding reallocation on small, remote counties. The FLF SME group recommends that the Judicial Council of California support the Family Law Facilitators’ effort to develop and disseminate a “best practices guide.”

**3. The Family Law Facilitator Electronic Database (FLFED), despite its limitations, may be the best source of workload data for the FLF programs.**

At the present time, FLFs are required to report their encounters with litigants to the Judicial Council AB 1058 Program on a quarterly basis through the Family Law Facilitator Electronic Data system (FLFED). While some FLFs felt that the FLFED data should be used as only one of many factors in the reallocation process, no FLF doubted that the FLFED data, tabulated through the years, had usefulness as a measurement of workload, albeit not an entirely accurate and comprehensive measure. The following concerns were cited as specific shortcomings to the FLFED system currently in effect:

- FLFED does not account for litigants who are turned away (or who never seek services after seeing the long lines at offices);
- FLFED's reliability is compromised by the lack of uniformity in how data are entered (e.g., determining whether an encounter is IV-D or non-IV-D and determining whether to count an encounter as part of a workshop, a one-on-one service, or a brief service);
- FLFED reporting is not uniformly conducted on a regular basis in all counties;
- FLFED is cumbersome to use on a daily basis and thus does not integrate well into the rapid pace of an FLF office; and
- FLFED collects extraneous, marginally useful information and does not capture other data points that many FLFs believe are more important in defining the work accomplished in the FLF office on a daily basis.

Additionally, the service times recorded in FLFED cannot be relied upon in determining workload since they are more a reflection of the level of service each county *can* provide given the amount of the existing allocation and the volume of litigants seeking services. Instead, an average time should be assigned to each function based on the information provided by all counties, and this average should be applied across the board. A time study was conducted by Maximus, but only a small number of courts participated for a brief period of time. The average times derived by Maximus may be used on an interim basis until more accurate data can be obtained from a wider sampling of courts.

Despite these shortcomings, the FLFED data already collected and given to the Judicial Council better describe the workload of an FLF office than other factors currently being considered in the reallocation process, such as number of open cases or number of motions filed in court. FLFs routinely provide services to individuals who never appear in front of the commissioner or who have cases in other counties. In looking at the current FLFED data to determine workload, data related to non-grant-funded tasks should be eliminated so that the remaining data can be used to determine the AB1058 workload of each FLF office.

**4. If the FLFED is used as the primary workload measure for the FLF programs, it should be redesigned to better track workload. The FLF SME group**

**recommends that the Judicial Council establish a workgroup to analyze the FLFED system and suggest ways to improve the data collection.**

Given the shortcomings of the current FLFED system, it should be revamped to better track IV-D services. Particularly, the interface could be redesigned to make the process of tracking litigant encounters less onerous on, and more consistent, among FLFs. In particular, if the FLFED data will be used to determine funding levels for each program, the actual data that is collected should be limited to those functions which can be billed to the grant. Tracking of non-grant funded activities distorts the data and makes it difficult to compare workload across counties. In addition, except to the extent necessary to measure unique factors that impact court funding, FLFs should not be required to collect and report demographic data on the litigants they serve. These data have been collected for the first twenty years of the program despite the fact that they are not in any way tied to funding. Individual FLFs may collect additional data on the litigants they serve, if and when the need arises.

The FLF SME group recommends that the Judicial Council appoint an FLF workgroup to analyze the current FLFED system, collect input regarding suggested changes and make specific recommendations on ways to improve the data system. Facilitators statewide invest a considerable amount of time and effort every day in maintaining and inputting the data. It is essential that the most relevant data are properly collected to maximize their usefulness in determining future court funding allocations and supporting increased AB1058 program funding requests.

**5. While a quantitative workload measure should be used as a starting point for allocations, it is also possible to consider the impact of other unique factors that can affect a court's ability to operate its FLF program.**

The majority view of FLFs was that a quantitative measure of workload (e.g., FLFED) is essential in determining allocations, but that the funding methodology needs to have the flexibility to adjust for unique factors impacting individual courts. To identify specific unique factors, the SME group first tabulated a list of factors that had been specifically described in various public comment letters submitted in November 2015 to the Judicial Council following its initial reallocation proposal. This list of unique factors included the following:

- Unemployment rate
- Poverty rate
- Multiple court locations that are geographically far apart
- Effect of weather on the ability of FLF or public to travel
- Effect of traffic on the ability of FLF or public to travel
- Need to rent out-of-court office space
- Existence or nonexistence of electronic case management system

- Different approaches of the LCSA per county (e.g., some LCSAs strive to maximize pre-court settlement opportunities; some LCSAs easily issue an administrative driver's license release)
- Number of LEP litigants and in how many languages
- Illiteracy rate
- Prevalence of substance abuse/mental health issues
- Existence or nonexistence of public transportation
- Cost of living per locale, not just per county
- Availability of outside resources: law schools, Legal Aid, volunteers and interns
- Degree to which AB1058 funds were unused in prior funding year per county
- Access to and use of technology
- Increased administrative workload due to need to supervise frontline staff
- Ease of access to IV-D information by the FLF from the LCSA
- Time to wait for and use of an interpreter

A survey with these factors was distributed to all FLFs, who were asked to rank the factors from most to least impactful on the workload of FLFs. The response rate of the survey was very low and thus not statistically significant. Of the 5 counties who responded, 2 were very large in size, 1 was medium sized, and 2 were very small. The following factors were viewed in the responses as having some unique impact:

- ✓ Multiple court locations that are geographically far apart
- ✓ Different approaches of the LCSA per county (e.g., some LCSAs strive to maximize pre-court settlement opportunities; some LCSAs easily issue an administrative driver's license release)
- ✓ Cost of living per locale, not just per county
- ✓ Availability of outside resources: law schools, Legal Aid, volunteers and interns
- ✓ Need to rent out-of-court office space
- ✓ Illiteracy rate
- ✓ Access to and use of technology
- ✓ Increased administrative workload due to need to supervise frontline staff

The 14 FLFs who participated in the final focus group on 04/17/2017 engaged in a lively discussion of the various factors. The consensus was that it would be (1) difficult to measure many of the factors, and (2) difficult to ascertain how this would impact funding. The method of incorporating consideration of these factors into any funding allocation is outside the professional purview of this SME group. It is nevertheless the reality of some courts that increased costs of running an office are uniquely incurred because of the factors cited above. Other factors uniquely restrict the ability of an FLF to work with more customers in a personalized way. The small courts especially do not want to be penalized for lowered work performance due to factors out of their control. The larger courts in turn want to be able to offer more personalized services and need more funds to do so. A reallocation proposal might give special weight to the existence of the listed factors for any particular county.

**6. The SME group recommends implementing the funding reallocation in a manner so as to minimize disruptions to the provision of existing FLF services by the donor courts and to maximize the spending power of additional funding to create expanded FLF services by the recipient courts.**

The need for a gradual phase-in of any funding reallocation (e.g., small cuts over time) received unanimous approval. It was alternatively suggested and well received that it might be more desirable to determine and announce a single future date when the new budget reallocations would be fully implemented (e.g., a major reallocation of funding done once 5 years into the future). Rather than a phase-in over time, this latter approach would give FLF programs a set period of time to prepare for the funding changes rather than getting minimal increases or decreases over a number of years. Small immediate decreases would disrupt the operation of a smaller program. When such small sums of money are then shifted to larger programs, the funds may not be effectively utilized. Salary and benefit costs are the predominant expenditures in the FLF program. Funding increases that are not sufficient to add staffing are difficult, if not impossible, to absorb and result in either unnecessary expenditures or money left on the table and returned to the funder at the end of the year. For example, a \$20,000 decrease to a small program would be a major cut in funding, but such sum given to a larger court is not enough to pay for new staff, and therefore such transferred funds might remain unused. If additional funding is going to be offered to a court over time, the recipient court should have the option of delaying receipt of the funds until such time as they can be fully spent. For example, if a court were scheduled to receive an increase of \$30,000 over three years for a total of \$90,000 and that court needed \$90,000 to fund a full-time position, the court should be allowed to defer receipt of the additional funds until the third year without risking loss of the increase. In the third year, the full \$90,000 increase would be awarded, enabling that Court to fill an additional full time position and thereby ensure that it is able to spend the entire amount. The unclaimed funds for the first two years could remain with a court that is scheduled to lose funding, this enabling it to retain staff while it prepares for the eventual funding reduction.

**CONCLUSION:**

The FLF SME group appreciates the opportunity to provide the Subcommittee with input on the reallocation of funding. The extensive time the SME Group members and Focus Group participants have spent studying the reallocation issue reflects our recognition of the gravity of the impact of reallocation on FLF offices statewide. The overarching issue is that the program is significantly underfunded. While moving money amongst courts may alleviate a percentage of service delivery issues for a few Courts, it will not allow **any** court to meet all the litigant needs of that county and will certainly diminish the ability of other courts to provide their current level of services. Rather than simply move the burden of underfunding from one court to the other, the SME Group urges the Judicial Council to develop and implement a plan to find additional funds for the AB 1058 program.

We recognize, however, that the immediate issue is reallocation of existing funds. The FLF SME Group thus recommends: (1) An equitable budget reallocation based on workload, (2) a funding floor for the small counties that will allow basic services to continue with consideration of unique factors that affect certain courts, and (3) use of an implementation schedule that minimizes the impact on donor courts and maximizes the usefulness of increased funding by the recipient courts. The method for calculating existing workload is problematic. FLFs agree that the FLFED should be the starting point for relevant workload data. However, a review of recent years of data reflects that inconsistent reporting and differing interpretations of data elements make the existing data unreliable. Ideally, the FLFED would be revised and reliable data would be gathered over a one-two year period *before* any reallocation occurs. If the Subcommittee is unwilling to postpone reallocation to allow additional data gathering, then workload should be determined by using the existing workload data that can be culled from FLFED. For those counties that lack sufficient data in FLFED to determine workload, the funding allocation should be based upon the funding level allocated to counties of similar size, which should be determined by the population of the county as a whole. When sufficient FLFED data has been collected for these counties, their funding may be adjusted to accurately reflect the workload of each county.



**TAB 12**

### Child Support Commissioner Program Allocation, FY 2018–2019

		A	B	C	D	E	F
#	Court	Recommended Base Funding Allocation	Recommended Federal Drawdown Option Allocation	Total Allocation (A +B)	Federal Share 66% (Column B * .66)	Court Share 34% (Column B * .34)	Contract Amount (A + D)
1	Alameda	1,066,055	713,526	1,779,581	470,927	242,599	1,536,982
2	Alpine/El Dorado		-	-	-	-	-
3	Amador	140,250	45,736	185,986	30,186	15,550	170,436
4	Butte	300,000	-	300,000	-	-	300,000
5	Calaveras	132,667	39,992	172,659	26,395	13,597	159,062
6	Colusa	45,691	20,809	66,500	13,734	7,075	59,425
7	Contra Costa	873,000	-	873,000	-	-	873,000
8	Del Norte	48,004	32,298	80,302	21,317	10,981	69,321
9	El Dorado/Alpine	203,169	100,382	303,551	66,252	34,130	269,421
10	Fresno	1,617,646	762,100	2,379,746	502,986	259,114	2,120,632
11	Glenn	120,030	63,012	183,042	41,588	21,424	161,618
12	Humboldt	121,036	59,801	180,837	39,469	20,332	160,505
13	Imperial	165,363	136,662	302,025	90,197	46,465	255,560
14	Inyo	79,264	48,930	128,194	32,294	16,636	111,558
15	Kern	670,498	438,444	1,108,942	289,373	149,071	959,871
16	Kings	302,609	171,250	473,859	113,025	58,225	415,634
17	Lake	155,126	30,770	185,896	20,308	10,462	175,434
18	Lassen	60,000	-	60,000	-	-	60,000
19	Los Angeles	5,289,980	2,780,860	8,070,840	1,835,367	945,492	7,125,347
20	Madera	215,291	76,056	291,347	50,197	25,859	265,488
21	Marin	126,208	5,620	131,828	3,709	1,911	129,917
22	Mariposa	75,216	-	75,216	-	-	75,216
23	Mendocino	170,269	40,079	210,348	26,452	13,627	196,721
24	Merced	539,732	266,673	806,405	176,004	90,669	715,736
25	Modoc		-	-	-	-	-
26	Mono	45,974	2,926	48,900	1,931	995	47,905
27	Monterey	375,757	180,525	556,282	119,147	61,379	494,904
28	Napa	105,000	-	105,000	-	-	105,000
29	Nevada	327,593	-	327,593	-	-	327,593
30	Orange	2,299,118	66,155	2,365,273	43,662	22,493	2,342,780
31	Placer	343,600	5,151	348,751	3,400	1,751	347,000
32	Plumas	95,777	18,163	113,940	11,988	6,175	107,765
33	Riverside	1,005,357	569,001	1,574,358	375,541	193,460	1,380,898
34	Sacramento	1,044,502	500,000	1,544,502	330,000	170,000	1,374,502
35	San Benito	135,384	30,000	165,384	19,800	10,200	155,184
36	San Bernardino	2,569,836	1,393,318	3,963,154	919,590	473,728	3,489,426
37	San Diego	1,791,621	1,002,066	2,793,687	661,364	340,702	2,452,985
38	San Francisco	902,452	441,796	1,344,248	291,585	150,211	1,194,037
39	San Joaquin	685,004	50,000	735,004	33,000	17,000	718,004
40	San Luis Obispo	230,689	145,000	375,689	95,700	49,300	326,389
41	San Mateo	389,666	239,077	628,743	157,791	81,286	547,457
42	Santa Barbara	478,689	243,496	722,185	160,707	82,789	639,396
43	Santa Clara	1,773,701	739,480	2,513,181	488,057	251,423	2,261,758
44	Santa Cruz	195,056	18,655	213,711	12,312	6,343	207,368
45	Shasta	416,675	205,874	622,549	135,877	69,997	552,552
46	Sierra/ Nevada		-	-	-	-	-
47	Siskiyou	130,350	-	130,350	-	-	130,350
48	Solano	515,817	95,481	611,298	63,017	32,464	578,834
49	Sonoma	498,798	199,559	698,357	131,709	67,850	630,507
50	Stanislaus	771,110	209,665	980,775	138,379	71,286	909,489
51	Sutter	192,235	63,487	255,722	41,901	21,586	234,136
52	Tehama	94,249	132,000	226,249	87,120	44,880	181,369
53	Trinity/ Shasta		-	-	-	-	-
54	Tulare	558,311	68,732	627,043	45,363	23,369	603,674
55	Tuolumne	158,566	78,346	236,912	51,708	26,638	210,274
56	Ventura	575,604	425,000	1,000,604	280,500	144,500	856,104
57	Yolo	190,192	33,000	223,192	21,780	11,220	211,972
58	Yuba	203,149	50,000	253,149	33,000	17,000	236,149
<b>TOTAL</b>		<b>31,616,936</b>	<b>13,038,953</b>	<b>44,655,889</b>	<b>8,605,709</b>	<b>4,433,244</b>	<b>40,222,645</b>

CSC Base Funds	31,616,936
CSC Federal Drawdown	13,038,953
Total Funding Available	44,655,889

**Family Law Facilitator Program Allocation, FY 2018–2019**

		A	B	C	D	E	F
#	Court	Recommended Base Funding Allocation	Recommended Federal Drawdown Option Allocation	Total Allocation (A + B)	Federal Share 66% (Column B * .66)	Court Share 34% (Column B * .34)	Contract Amount (A + D)
1	Alameda	362,939	176,319	539,258	116,370	59,948	479,309
2	Alpine	-	-	-	-	-	-
3	Amador	46,885	4,701	51,586	3,103	1,598	49,988
4	Butte	101,754	47,433	149,187	31,306	16,127	133,060
5	Calaveras	70,655	8,000	78,655	5,280	2,720	75,935
6	Colusa	35,600	8,900	44,500	5,874	3,026	41,474
7	Contra Costa	345,518	-	345,518	-	-	345,518
8	Del Norte	50,002	5,971	55,973	3,941	2,030	53,943
9	El Dorado	106,037	50,384	156,421	33,253	17,131	139,290
10	Fresno	394,558	186,596	581,154	123,153	63,443	517,711
11	Glenn	75,808	35,172	110,980	23,214	11,958	99,022
12	Humboldt	89,185	9,774	98,959	6,451	3,323	95,636
13	Imperial	52,865	34,661	87,526	22,876	11,785	75,741
14	Inyo	57,185	27,171	84,356	17,933	9,238	75,118
15	Kern	355,141	200,000	555,141	132,000	68,000	487,141
16	Kings	58,493	26,904	85,397	17,757	9,147	76,250
17	Lake	57,569	26,836	84,405	17,712	9,124	75,281
18	Lassen	65,000	-	65,000	-	-	65,000
19	Los Angeles	1,890,029	803,431	2,693,461	530,264	273,167	2,420,293
20	Madera	80,794	25,383	106,177	16,753	8,630	97,547
21	Marin	136,581	-	136,581	-	-	136,581
22	Mariposa	45,390	-	45,390	-	-	45,390
23	Mendocino	60,462	29,290	89,752	19,331	9,959	79,793
24	Merced	98,847	46,536	145,383	30,714	15,822	129,561
25	Modoc	70,941	1,247	72,188	823	424	71,764
26	Mono	48,246	1,350	49,596	891	459	49,137
27	Monterey	120,688	57,179	177,867	37,738	19,441	158,426
28	Napa	61,820	29,290	91,110	19,331	9,959	81,151
29	Nevada	116,010	-	116,010	-	-	116,010
30	Orange	537,209	66,935	604,144	44,177	22,758	581,386
31	Placer	89,626	-	89,626	-	-	89,626
32	Plumas	55,827	7,803	63,630	5,150	2,653	60,977
33	Riverside	665,441	356,279	1,021,720	235,144	121,135	900,585
34	Sacramento	309,597	202,993	512,590	133,975	69,018	443,572
35	San Benito	60,289	29,151	89,440	19,240	9,911	79,529
36	San Bernardino	459,342	305,595	764,936	201,693	103,902	661,035
37	San Diego	605,937	253,614	859,551	167,385	86,229	773,322
38	San Francisco	245,257	113,795	359,052	75,105	38,690	320,362
39	San Joaquin	214,154	71,332	285,486	47,079	24,253	261,233
40	San Luis Obispo	67,010	32,246	99,256	21,282	10,964	88,292
41	San Mateo	126,800	86,812	213,612	57,296	29,516	184,096
42	Santa Barbara	170,705	77,323	248,028	51,033	26,290	221,738
43	Santa Clara	445,545	210,712	656,257	139,070	71,642	584,615
44	Santa Cruz	74,335	-	74,335	-	-	74,335
45	Shasta	185,447	111,913	297,360	73,863	38,050	259,310
46	Sierra	-	-	-	-	-	-
47	Siskiyou	74,650	30,000	104,650	19,800	10,200	94,450
48	Solano	129,070	39,710	168,780	26,209	13,501	155,279
49	Sonoma	138,141	65,519	203,660	43,243	22,276	181,384
50	Stanislaus	219,062	102,115	321,177	67,396	34,719	286,458
51	Sutter	66,292	31,409	97,701	20,730	10,679	87,022
52	Tehama	27,294	3,535	30,829	2,333	1,202	29,627
53	Trinity	-	-	-	-	-	-
54	Tulare	307,882	132,293	440,175	87,313	44,980	395,195
55	Tuolumne	64,534	30,084	94,618	19,855	10,229	84,389
56	Ventura	252,718	168,612	421,330	111,284	57,328	364,002
57	Yolo	76,604	35,377	111,981	23,349	12,028	99,953
58	Yuba	65,856	42,000	107,856	27,720	14,280	93,576
<b>TOTAL</b>		<b>10,789,626</b>	<b>4,449,685</b>	<b>15,239,311</b>	<b>2,936,792</b>	<b>1,512,892</b>	<b>13,726,418</b>

FLF Base Funds	10,789,626
FLF Federal Drawdown	<u>4,449,685</u>
Total Funding Available	15,239,311

**TAB 13**

**Child Support Commissioner Program Midyear Reallocation, FY 2017–2018**

#	CSC Court	A Beginning Base Funding Allocation	B Beginning Federal Drawdown Option	C Mid-Year Changes to Base Allocation	D Mid-Year Changes to Federal Drawdown Option	E Recommended Base Funding Allocation (A + C)	F Recommended Federal Drawdown Option Allocation (B + D)	G Federal Share 66% (Column F * .66)	H Court Share 34% (Column F * .34)	I Total Allocation (E + F)	J Contract Amount (E + G)
1	Alameda	1,048,839	597,577	25,286	409,893	1,074,125	1,007,470	664,930	342,540	2,081,595	1,739,055
2	Alpine	-	-	-	-	-	-	-	-	-	-
3	Amador	140,250	45,736	-	-	140,250	45,736	30,186	15,550	185,986	170,436
4	Butte	325,000	-	(75,000)	-	250,000	-	-	-	250,000	250,000
5	CALAVERAS	132,667	39,992	-	-	132,667	39,992	26,395	13,597	172,659	159,062
6	Colusa	45,691	21,910	-	(1,101)	45,691	20,809	13,734	7,075	66,500	59,425
7	Contra Costa	998,000	-	(125,000)	-	873,000	-	-	-	873,000	873,000
8	Del Norte	48,004	32,298	-	-	48,004	32,298	21,317	10,981	80,302	69,321
9	El Dorado	203,169	100,382	-	(36,331)	203,169	64,051	42,274	21,777	267,220	245,443
10	Fresno	1,591,522	716,327	-	-	1,591,522	716,326	472,775	243,551	2,307,848	2,064,297
11	Glenn	120,030	63,012	-	-	120,030	63,012	41,588	21,424	183,042	161,618
12	Humboldt	121,036	59,801	(31,036)	(59,801)	90,000	-	-	-	90,000	90,000
13	Imperial	162,693	79,624	3,922	144,146	166,615	223,770	147,688	76,082	390,385	314,303
14	Inyo	79,264	23,229	-	25,701	79,264	48,930	32,294	16,636	128,194	111,558
15	Kern	659,670	400,000	15,903	50,000	675,573	450,000	297,000	153,000	1,125,573	972,573
16	Kings	297,722	166,518	7,178	26,481	304,900	192,999	127,379	65,620	497,899	432,279
17	Lake	155,126	30,770	-	(5,770)	155,126	25,000	16,500	8,500	180,126	171,626
18	Lassen	60,000	-	-	-	60,000	-	-	-	60,000	60,000
19	Los Angeles	5,204,551	2,330,865	125,473	-	5,330,024	2,330,865	1,538,371	792,494	7,660,889	6,868,395
20	Madera	211,814	73,590	5,106	9,000	216,920	82,590	54,509	28,081	299,510	271,429
21	Marin	126,208	5,620	-	-	126,208	5,620	3,709	1,911	131,828	129,917
22	Mariposa	75,216	-	(2,000)	-	73,216	-	-	-	73,216	73,216
23	Mendocino	170,269	40,079	-	-	170,269	40,079	26,452	13,627	210,348	196,721
24	Merced	539,732	266,673	-	-	539,732	266,673	176,004	90,669	806,405	715,736
25	Modoc	-	-	-	-	-	-	-	-	-	-
26	Mono	45,232	2,014	1,090	-	46,323	2,014	1,329	685	48,336	47,652
27	Monterey	375,757	180,525	-	-	375,757	180,525	119,147	61,379	556,282	494,904
28	Napa	115,000	-	(10,000)	-	105,000	-	-	-	105,000	105,000
29	Nevada	327,593	118,601	-	(118,601)	327,593	-	-	-	327,593	327,593
30	Orange	2,299,118	159,338	-	(151,948)	2,299,118	7,390	4,877	2,513	2,306,508	2,303,995
31	Placer	371,600	-	(28,000)	-	343,600	-	-	-	343,600	343,600
32	Plumas	95,777	18,163	-	-	95,777	18,163	11,988	6,175	113,940	107,765
33	Riverside	989,121	514,330	23,846	114,974	1,012,967	629,304	415,341	213,963	1,642,271	1,428,308
34	Sacramento	1,044,502	584,196	-	(100,010)	1,044,502	484,186	319,563	164,623	1,528,688	1,364,065
35	San Benito	135,384	30,000	-	-	135,384	30,000	19,800	10,200	165,384	155,184
36	San Bernardino	2,528,335	1,237,375	60,954	232,211	2,589,289	1,469,586	969,927	499,659	4,058,875	3,559,216
37	San Diego	1,791,621	1,002,066	-	-	1,791,621	1,002,066	661,364	340,702	2,793,687	2,452,985
38	San Francisco	902,452	556,042	-	(114,246)	902,452	441,796	291,585	150,211	1,344,248	1,194,037
39	San Joaquin	685,004	100,094	-	(53,828)	685,004	46,266	30,536	15,730	731,270	715,540
40	San Luis Obispo	230,689	145,000	-	-	230,689	145,000	95,700	49,300	375,689	326,389
41	San Mateo	389,666	230,496	-	-	389,666	230,496	152,127	78,369	620,162	541,793
42	Santa Barbara	470,959	224,119	11,354	36,094	482,313	260,213	171,741	88,472	742,526	654,054
43	Santa Clara	1,745,057	660,761	42,070	225,233	1,787,127	885,994	584,756	301,238	2,673,121	2,371,883
44	Santa Cruz	191,906	90,935	4,627	(90,935)	196,533	-	-	-	196,533	196,533
45	Shasta	416,675	205,874	-	-	416,675	205,874	135,877	69,997	622,549	552,552
46	Sierra	-	-	-	-	-	-	-	-	-	-
47	Siskiyou	200,000	40,000	(69,650)	(40,000)	130,350	-	-	-	130,350	130,350
48	Solano	515,817	109,258	-	(32,393)	515,817	76,865	50,731	26,134	592,682	566,548
49	Sonoma	498,798	276,335	-	(76,776)	498,798	199,559	131,709	67,850	698,357	630,507
50	Stanislaus	771,110	209,665	-	-	771,110	209,665	138,379	71,286	980,775	909,489
51	Sutter	192,235	63,487	-	-	192,235	63,487	41,901	21,586	255,722	234,136
52	Tehama	94,249	132,000	-	-	94,249	132,000	87,120	44,880	226,249	181,369
53	Trinity	-	-	-	-	-	-	-	-	-	-
54	Tulare	549,295	134,382	-	(81,746)	549,295	52,636	34,740	17,896	601,931	584,035
55	Tuolumne	158,566	78,346	-	-	158,566	78,346	51,708	26,638	236,912	210,274
56	Ventura	575,604	338,463	13,877	110,838	589,480	449,301	296,539	152,762	1,038,782	886,019
57	Yolo	190,192	93,972	-	(61,972)	190,192	32,000	21,120	10,880	222,192	211,312
58	Yuba	203,149	80,161	-	(30,161)	203,149	50,000	33,000	17,000	253,149	236,149
<b>TOTAL</b>		<b>31,616,936</b>	<b>12,710,001</b>			<b>31,616,936</b>	<b>13,038,952</b>	<b>8,605,710</b>	<b>4,433,243</b>	<b>44,655,888</b>	<b>40,222,646</b>

CSC Base Funds 31,616,936  
 CSC Federal Drawdown 13,038,952  
 Total Funding Allocated 44,655,888

**Family Law Facilitator Program Midyear Reallocation, FY 2017–2018**

		A	B	C	D	E	F	G	H	I	J
#	Court	Beginning Base Funding Allocation	Beginning Federal Drawdown Option	Mid-Year Changes to Base Allocation	Mid-Year Changes to Federal Drawdown Option	Recommended Base Funding Allocation (A + C)	Recommended Federal Drawdown Option Allocation (B + D)	Federal Share 66% (Column F * .66)	Court Share 34% (Column F * .34)	Total Allocation (E + F)	Contract Amount (E + G)
1	Alameda	362,939	176,319	-	(54,543)	362,939	121,776	80,372	41,404	484,715	443,311
2	Alpine	-	-	-	-	-	-	-	-	-	-
3	Amador	46,885	4,701	-	-	46,885	4,701	3,103	1,598	51,586	49,988
4	Butte	101,754	47,433	-	-	101,754	47,433	31,306	16,127	149,187	133,060
5	Calaveras	70,453	7,051	1,315	2,258	71,768	9,309	6,144	3,165	81,077	77,912
6	Colusa	52,619	11,250	(8,119)	(11,250)	44,500	-	-	-	44,500	44,500
7	Contra Costa	345,518	-	-	-	345,518	-	-	-	345,518	345,518
8	Del Norte	50,002	5,971	-	-	50,002	5,971	3,941	2,030	55,973	53,943
9	El Dorado	106,037	50,384	-	-	106,037	50,384	33,253	17,131	156,421	139,290
10	Fresno	393,431	186,596	-	-	393,431	186,596	123,153	63,443	580,027	516,584
11	Glenn	75,808	35,172	-	-	75,808	35,172	23,214	11,958	110,980	99,022
12	Humboldt	89,185	40,588	-	(40,588)	89,185	-	-	-	89,185	89,185
13	Imperial	52,714	25,001	984	8,006	53,698	33,007	21,785	11,222	86,705	75,483
14	Inyo	57,185	27,171	(42,185)	(27,171)	15,000	-	-	-	15,000	15,000
15	Kern	354,127	170,420	6,609	29,580	360,736	200,000	132,000	68,000	560,736	492,736
16	Kings	58,326	26,904	1,089	6,096	59,415	33,000	21,780	11,220	92,415	81,195
17	Lake	57,569	26,836	-	(11,836)	57,569	15,000	9,900	5,100	72,569	67,469
18	Lassen	65,000	-	-	-	65,000	-	-	-	65,000	65,000
19	Los Angeles	1,884,633	803,431	-	-	1,884,633	803,431	530,264	273,167	2,688,064	2,414,897
20	Madera	80,563	25,383	1,504	-	82,067	25,383	16,753	8,630	107,450	98,820
21	Marin	136,581	-	-	-	136,581	-	-	-	136,581	136,581
22	Mariposa	45,390	-	(4,000)	-	41,390	-	-	-	41,390	41,390
23	Mendocino	60,289	29,290	-	-	60,289	29,290	19,331	9,959	89,579	79,620
24	Merced	98,565	46,536	-	-	98,565	46,536	30,714	15,822	145,101	129,279
25	Modoc	70,941	1,247	-	-	70,941	1,247	823	424	72,188	71,764
26	Mono	48,246	1,350	-	-	48,246	1,350	891	459	49,596	49,137
27	Monterey	120,343	57,179	2,246	12,707	122,589	69,886	46,125	23,761	192,475	168,714
28	Napa	61,643	29,290	1,150	-	62,793	29,290	19,331	9,959	92,083	82,124
29	Nevada	116,010	39,094	-	(39,094)	116,010	-	-	-	116,010	116,010
30	Orange	537,209	255,246	-	(255,246)	537,209	-	-	-	537,209	537,209
31	Placer	89,626	-	(14,626)	-	75,000	-	-	-	75,000	75,000
32	Plumas	55,827	7,803	-	-	55,827	7,803	5,150	2,653	63,630	60,977
33	Riverside	663,541	319,325	12,384	102,256	675,925	421,581	278,243	143,337	1,097,506	954,168
34	Sacramento	308,713	146,417	5,762	46,886	314,475	193,303	127,580	65,723	507,778	442,055
35	San Benito	60,289	29,151	-	-	60,289	29,151	19,240	9,911	89,440	79,529
36	San Bernardino	458,030	220,423	8,549	70,585	466,579	291,007	192,065	98,943	757,586	658,644
37	San Diego	605,937	253,614	-	-	605,937	253,614	167,385	86,229	859,551	773,322
38	San Francisco	245,257	113,795	-	-	245,257	113,795	75,105	38,690	359,052	320,362
39	San Joaquin	214,154	71,332	-	-	214,154	71,332	47,079	24,253	285,486	261,233
40	San Luis Obispo	67,010	32,247	-	-	67,010	32,246	21,282	10,964	99,256	88,292
41	San Mateo	126,800	62,617	-	20,051	126,800	82,668	54,561	28,107	209,468	181,361
42	Santa Barbara	170,218	77,323	3,177	19,082	173,395	96,405	63,627	32,778	269,800	237,022
43	Santa Clara	444,273	210,712	8,292	67,475	452,565	278,187	183,603	94,584	730,752	636,168
44	Santa Cruz	74,123	35,154	1,383	(35,154)	75,506	-	-	-	75,506	75,506
45	Shasta	185,447	111,913	-	-	185,447	111,913	73,863	38,050	297,360	259,310
46	Sierra	-	-	-	-	-	-	-	-	-	-
47	Siskiyou	74,437	35,209	1,389	(5,209)	75,826	30,000	19,800	10,200	105,826	95,626
48	Solano	129,070	39,710	-	-	129,070	39,710	26,209	13,501	168,780	155,279
49	Sonoma	138,141	65,519	-	-	138,141	65,519	43,243	22,276	203,660	181,384
50	Stanislaus	219,062	102,115	-	(7,500)	219,062	94,615	62,446	32,169	313,677	281,508
51	Sutter	66,103	31,409	-	-	66,103	31,409	20,730	10,679	97,512	86,833
52	Tehama	27,294	3,535	-	-	27,294	3,535	2,333	1,202	30,829	29,627
53	Trinity	-	-	-	-	-	-	-	-	-	-
54	Tulare	307,003	132,293	5,730	42,363	312,733	174,656	115,273	59,383	487,389	428,006
55	Tuolumne	64,534	30,084	-	-	64,534	30,084	19,855	10,229	94,618	84,389
56	Ventura	252,718	121,619	4,717	38,945	257,435	160,564	105,972	54,592	417,999	363,407
57	Yolo	76,386	35,377	1,425	11,329	77,811	46,706	30,826	15,880	124,517	108,637
58	Yuba	65,668	31,146	1,225	9,974	66,893	41,120	27,139	13,981	108,013	94,032
<b>TOTAL</b>		<b>10,789,626</b>	<b>4,449,685</b>			<b>10,789,626</b>	<b>4,449,685</b>	<b>2,936,792</b>	<b>1,512,893</b>	<b>15,239,312</b>	<b>13,726,418</b>

FLF Base Funds 10,789,626  
 FLF Federal Drawdown 4,449,685  
 Total Funding Allocated 15,239,311