

September 13, 1990
S90-811.ssj

Introduced by: AUDREY GRUGER
Proposed No.: 90-811

9647

ORDINANCE NO. _____

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AN ORDINANCE authorizing the King County Executive to enter into an amendment to state agreement for enforcement of child support obligations and declaring an emergency.

BE IT ORDAINED BY THE COUNCIL OF KING COUNTY:

SECTION 1. The King County executive, on behalf of the county, is hereby authorized to enter into the attached amendment to an existing Interagency Agreement with the Washington Department of Social and Health Services for financial support and cooperation in child support enforcement.

SECTION 2. The county council finds as a fact and declares that an emergency exists and that this ordinance is necessary for the immediate preservation of public peace, health or safety or for the support of county government and its existing public institutions.

INTRODUCED AND READ for the first time this 17th day of September, 1990.

PASSED this 1st day of October, 1990

KING COUNTY COUNCIL
KING COUNTY, WASHINGTON

Lois North
Chair

ATTEST:

ACTING Dorothy M. Quinn
DEPUTY Clerk of the Council

APPROVED this 11th day of October, 1990.

[Signature]
King County Executive

DSHS CONTRACT NO. _____

STATE OF WASHINGTON
DEPARTMENT OF SOCIAL AND HEALTH SERVICES

OFFICE OF SUPPORT ENFORCEMENT

INTERAGENCY AGREEMENT

ARTICLE I

The following Plan of Cooperation is adopted by the Washington Department of Social and Health Services, Office of Support Enforcement (hereinafter "OSE"), and King County (hereinafter "County") to enhance Washington State's child support enforcement effort and provide financial reimbursement to the County. This agreement is made pursuant to the Interlocal Cooperation Act, 39.34 RCW. The rights and obligations of the parties shall be subject to and governed by the terms and conditions contained herein.

The parties, under this Plan of Cooperation, mutually recognize the need to coordinate and complement their respective efforts in order to create, within the state, the most efficient, effective and equitable child support program attainable. It is the intent, therefore, that the combined resources of OSE and the County be deployed in such a manner as to make available every legal remedy to assure that all responsible parents meet their primary obligation to support their minor dependent children. Under this plan, the efforts of OSE will be directed to the establishment and/or enforcement of child support obligations through the administrative process in all cases possible, and the efforts of the county will be directed to those cases in which judicial action is required.

The parties hereby commit themselves to complying fully with the requirements of Title IV-D of the Social Security Act, subject to its other provisions. The period of performance under this contract will be from October 1, 1990 until terminated as provided herein. This agreement supersedes, terminates and replaces contract no. 2110-51875

ARTICLE II

OSE is the single organizational unit whose duty is to administer, supervise and monitor Washington State's Child Support Enforcement Program and the State Plan under Title IV-D of the Social Security Act. Under the Plan of Cooperation, OSE shall have the following responsibilities:

(1) To develop and utilize methods for informing counties of relevant federal statutes, regulations and policies; provisions of the State Plan;

state policies, standards, procedures and instructions; and to provide all reasonable technical assistance and cooperation in program and fiscal areas necessary to permit counties to meet state and federal requirements.

(2) To refer cases to the County for the determination of paternity, for the establishment, modification or enforcement of support obligations, or for related actions. OSE shall refer cases in such quantities, in such a manner, and accompanied by available information and documentation to enable the county to process the cases. OSE shall refrain from initiating independent action, except certification to the IRS, on such referred cases.

(3) To receive and disburse support payments according to state and federal law.

(4) To provide the County parent locator services utilizing the state and federal parent locator service.

(5) To reimburse funds expended by the County, or advance funds to the County, based on estimated allowable expenditures, pursuant to an approved cost allocation plan, as follows:

(A) 100 percent of the allowable direct costs of the County Prosecuting Attorney, including costs of parentage litigation incurred pursuant to OSE written policy.

(B) The other allowable direct and indirect costs of the County, at the amount of the current federal match rate.

(C) Reimbursement shall not exceed the estimated financial participation as set forth in the County budget, including subsequent modifications, approved by OSE.

(6) To identify, and enter into contracts with, appropriate persons or organizations for: (a) the drawing, transporting and testing of blood, (b) for guardian ad litem services for use by the County in paternity cases referred by OSE, (c) for the reimbursement of Court Commissioner time expended on IV-D cases, and (d) other programmatically required services.

ARTICLE III

The County is empowered under state law to make determinations of parentage, establish, modify and enforce support obligations and collect and disburse support payments through its Prosecuting Attorney, Courts and Court Clerks and other County officers. Under this Plan of Cooperation, the County shall have the following responsibilities:

(1) To accept case referrals from OSE for action to establish, modify or enforce support obligations, or for related actions, and initiate appropriate judicial action. In order to comply with federal statutes and regulations and case law, and to effectuate the intent of the parties

in executing this Plan, the County will emphasize and direct its staff and resources toward the following functions:

(A) Establishing paternity, including URESA Initiating and Responding paternity: the County shall utilize staff and resources to attempt to establish paternity in all cases in which it is appropriate, reasonable and possible to do so. This is the County's major emphasis under this Plan.

(B) Modifications, Contempt, Criminal Nonsupport, Other Judicial Enforcement Action and Interstate Enforcement: If the County is able to provide the necessary paternity establishment services requested by OSE, the County, as a secondary emphasis, shall utilize staff and resources to initiate modification of support orders, contempt, criminal nonsupport, interstate enforcement and other judicial action in cases referred by OSE.

(2) To refer cases back to OSE when the requested action has been completed, or when it appears that enforcement action may be accomplished by OSE through the administrative process. A case shall remain with the prosecutor for enforcement if both offices agree that the prosecutor has the best opportunity for success in the case. OSE may request the return of a case and the County will return it if further action by the County is unnecessary.

(3) To petition or request that support payments, in obligations established under this Plan, be ordered to be paid by the responsible parent directly to OSE for distribution, as provided by RCW 26.23.050. The prosecutor shall not agree to limit the ability of the state to collect child support arrears through use of Internal Revenue Service tax refund offsets, or through the use of other remedies available by law.

(4) To seek reimbursement from defendants of all or part of the costs incurred by OSE for drawing, transporting and testing of blood, for guardian ad litem services, litigation costs, and other appropriate costs.

(5) To obtain orders for child support that are in accordance with the Washington State Child Support Schedule, RCW ch 26.19, and include an adequate provision for arrears and the recovery of birth costs if applicable.

(6) To respond promptly to inquiries from the parties and provide public information and education as resources permit.

(7) To meet all applicable requirements, including program standards and time frame requirements, set forth in Title IV-D of the Social Security Act and the Code of Federal Regulations promulgated therefrom, including 45 CFR 303, as in effect or later amended, and such other regulations which may be adopted.

(8) To provide to OSE, using a format established by OSE, an annual budget of support enforcement costs and expenditures for which reimbursement or advance payment is expected to be claimed under this plan.

(9) To maintain on file with OSE a cost allocation plan, prepared in accordance with the requirements for the allowability of costs set forth in federal and state regulations and approved by OSE, which describes the methods and procedures for determining the allowable direct and indirect costs of taking the action specified in this plan. Said cost allocation plan shall be revised when appropriate.

(10) To submit monthly claims for reimbursement, using a format established by OSE, for the actual allowable expenditures incurred in execution of this Plan computed consistent with the approved cost allocation plan, and in sufficient detail for OSE and federal auditors to verify such consistency. All claims for reimbursement shall be submitted to OSE within 90 days from the date of the expenditure. Claims for reimbursement are subject to the following restrictions:

(A) The County shall refund to OSE any funds paid to the County which are later disallowed by state or federal auditors, except that no refund shall be required for expenditures made with respect to OSE referred cases which may be reasonably interpreted as allowable under OSE policies.

(B) No claim for reimbursement shall be made for any funds expended in execution of this plan that are, or have been derived directly from, federal funds, or are to be allocated to, or included as, a cost of any other federally financed program in either the current or a prior period.

(C) No claim for reimbursement shall be made by the county for the acquisition cost of any real property, or any personal property, having a useful life of more than one year and an acquisition cost of \$2500 or more per unit, except for the acquisition of automatic data processing equipment and software. The depreciation expense of such nonexpendable personal property purchased by the County for use in execution of this plan may be claimed for reimbursement, provided that management and accountability of said property is consistent with federal regulations adopted pursuant to Title IV-D.

(D) No claim for reimbursement shall be made by the county for charges levied by one county office against another where such fees are not charged uniformly to all those using the provided services.

(E) The County shall receipt and promptly distribute to OSE any attorneys fees, costs, or other terms that are collected by the prosecutor's office in the course of IV-D actions.

(11) To maintain or forward to OSE such case records and supporting fiscal records as are required by state or federal regulation adopted pursuant to Title IV-D. These records shall be retained for five years after settlement and shall be subject at all reasonable times during said period for inspection, review or audit by authorized Department personnel, the Office of the State Auditor or federal auditors.

(12) To provide that every person who has access to, or control over, child support funds collected under this plan be covered by a bond insuring against loss resulting from employee dishonesty, and to separate the function of handling cash receipts from accounting functions so as to prevent an employee from concealing in accounting records the

misappropriation of child support funds. Generally recognized accounting standards shall be utilized in carrying out the requirements of this plan.

(13) To furnish to OSE, using formats established by OSE, reports with information regarding referrals, dispositions and collections in sufficient detail to meet state and federal reporting requirements and to allow a determination of the efficiency of the County in executing this plan.

(14) To submit to the Office of Support Enforcement copies of any support orders obtained, or other documents or information, indicating the disposition of cases.

(15) To respond to reasonable requests for information from OSE regarding the current status of particular cases.

ARTICLE IV

It shall be the duty of the OSE field office manager and the prosecuting attorney, or the deputy prosecutor with lead responsibility for the County support enforcement program, to work together to ensure that their combined resources are utilized in such a way as to effectuate the intent of the parties and provide the most efficient and effective support enforcement services. Specifically, they shall engage in the following activities and any other reasonable activities necessary to fulfilling their joint responsibility:

(1) To enter into written local agreements defining the types and quantities of case referrals; the format of the referral and the accompanying documentation and information; the frequency and manner in which such referrals shall be transmitted; methods through which cases can be referred back and forth in an orderly manner and other appropriate matters bearing on their mutual responsibilities to process the cases.

(2) To meet on a quarterly basis, and more frequently if necessary or beneficial, to discuss matters of mutual concern and any problems that may have arisen, and to make any necessary amendments to the local agreements.

ARTICLE V

If a dispute arises between OSE field office staff and the staff of the prosecuting attorney, the parties shall attempt to resolve the dispute informally at the local level and, if necessary, by referral of the dispute to either the OSE Prosecutor Liaison or the Support Enforcement Liaison with the Washington Association of Prosecuting Attorneys (WAPA). If the parties are unable to resolve the dispute, it shall be referred to a Dispute Resolution Committee which shall be composed of the following members: Revenue Division Director,

Chairperson; Executive Secretary of Washington Association of Prosecuting Attorneys (WAPA), and the Chairman of the WAPA IV-D Committee. This Committee shall review the disputed issues and make appropriate recommendations to resolve the dispute.

ARTICLE VI

The disclosure and exchange of information concerning applicants and absent parents will occur in executing this plan, and its use shall be limited to purposes directly connected with the administration of the State Plan. The parties shall comply with all state and federal statutes and regulations relating to privacy and confidentiality in executing this plan.

ARTICLE VII

The parties recognize that the County is dependent upon state funding for the resources necessary to perform the work requested by OSE. It is presently difficult to anticipate with precision the volume and nature of the work which will be requested under this Plan in light of changes in state and federal law. Such changes may result in an increase in total volume of work load or an increase in the effort required to do specific types of work.

In the event that resources allocated by County and funded by the state appear to the County to be inadequate to perform the work requested by OSE, the County shall bring this to OSE's attention for discussion to determine if additional resources are necessary or workload requested by OSE needs to be screened or reduced. OSE acknowledges its obligation, if the County reaches such a conclusion and shares it with OSE, to deal quickly and fairly with the County in resolving the issue.

ARTICLE VIII

To promote the effective administration of the State Plan and this Plan of Cooperation and to facilitate the adoption and implementation of policies and procedures relating to case referrals, information exchange and other matters affecting the relationship between the Counties and OSE field offices, it shall be the practice under this plan that regular meetings be held on a statewide basis and attended by officers from policy making levels of the Department, interested Counties, and the Washington Association of Prosecuting Attorneys. Appropriate policy statements, letters of agreement, memoranda of understanding and other resolutions dealing with topics discussed shall be prepared as are necessary to carry out the purpose of this Article. There shall also be an annual meeting of the above-named parties to review this Plan and discuss desirable or appropriate changes, which may be concurrent with the annual training session of the Washington Family Support Council.

ARTICLE IX

During performance of this agreement the parties shall comply with the Department's nondiscrimination plan and the federal and state laws upon which it is based. Requirements of the nondiscrimination plan are hereby incorporated by reference, and include, but are not limited to:

(1) Nondiscrimination in employment: The parties shall not discriminate against any employee or applicant for employment because of race, color, sex, religion, national origin, creed, marital status, age, Vietnam era or disabled veterans status, or the presence or any sensory, mental or physical handicap. The parties shall take affirmative action to ensure that employees are employed and treated during employment without discrimination because of their race, color, religion, sex, national origin, creed, marital status, age, Vietnam era or disabled veterans status, or the presence or any sensory, mental or physical handicap. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer; recruitment or selection for training, including apprenticeships and volunteers.

(2) Nondiscrimination in performing services: The parties shall not, on the grounds of race, color, sex, religion, national origin, creed, marital status, age, Vietnam era or disabled veterans status, or the presence or any sensory, mental or physical handicap:

(A) Deny an individual any services or other benefits provided under this agreement.

(B) Provide any service(s) or other benefits to an individual which are different, or are provided in a different manner from those provided to others under this agreement.

(C) Subject an individual to segregation or separate treatment in any manner related to the receipt of any service(s) or other benefits provided under this agreement.

(D) Deny any individual an opportunity to participate in any program provided by this agreement through the provision of services or otherwise, or afford an opportunity to do so which is different from that afforded others under this agreement. The parties, in determining (1) the types of services or other benefits to be provided or (2) the class of individuals to whom, or the situation in which, such services or other benefits will be provided or (3) the class of individuals to be afforded an opportunity to participate in any services or other benefits, will not utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination because of their race, color, sex, religion, national origin, creed, marital status, age, Vietnam era or disabled veterans status, or the presence or any sensory, mental or physical handicap.

ARTICLE X

This Plan of Cooperation shall become effective, October 1, 1990, and shall remain in effect continuously thereafter until termination. Changes and modifications may be made from time to time by written agreement of the parties. Termination may occur as follows:

(1) In the event of the termination of the program established by Congress in Title IV-D of the Social Security Act or of any significant change in federal or state funding provisions. or,

(2) In the event of material breach of this Plan by either party, or by mutual consent of the parties, termination to be effected by providing sixty days advance written notice, submitted by registered or certified mail, return receipt requested.

FOR THE COUNTY:

FOR THE DEPARTMENT OF SOCIAL AND HEALTH SERVICES:

County Commissioner/Executive

Director, Revenue Division

County Commissioner

Approved as to form:

County Commissioner

Assistant Attorney General

Prosecuting Attorney

Approved as to binding effect:

Date

Contracting Officer

Date