

MEMORANDUM OF AGREEMENT FOR CHILD SUPPORT SERVICES BETWEEN THE
QUILEUTE TRIBE'S TEMPORARY ASSISTANCE FOR NEEDY FAMILIES PROGRAM

AND

THE WASHINGTON STATE DEPARTMENT OF SOCIAL AND HEALTH SERVICES
DIVISION OF CHILD SUPPORT

PREAMBLE

This Memorandum of Agreement (Agreement) is entered into between the Quileute Temporary Assistance for Needy Families Program (QTTP) and the Washington State Department of Social and Health Services, Division of Child Support (DCS).

This Agreement is based on the fundamental principles of the government-to-government relationship acknowledged in the 1989 Centennial Accord and reaffirmed by Governor Christine Gregoire on April 28, 2005.

This Agreement recognizes the Intergovernmental Agreement between the State of Washington and the Quileute Tribe which transfers the TANF program from the State to the Tribe and agrees to coordinate State and Tribal TANF services.

This Agreement recognizes the sovereignty of the Quileute Tribe and the State and each respective sovereign's interests.

I.
PURPOSE AND OBJECTIVES

This Agreement furthers the Intergovernmental Agreement between the Quileute Tribe and the Washington State Department of Social and Health Services and the TANF Operating Agreement between the QTTP and the Forks Community Service Office (CSO) by establishing further mechanisms for DCS to facilitate child support services for QTTP participants. This Agreement, consistent with the directive of the Social Security Act¹, allows for establishment, enforcement, distribution and modification of child support services in the most efficient and responsive manner, thus ensuring the best interests and actual needs of children and families are met. The responsibilities of each party are detailed in the Agreement.

¹ 42 USC Title § 608-669b

II. AUTHORITY

The Quileute Business Committee is authorized to enter into this Agreement by Tribal Constitution. The Washington State Department of Social and Health Services, Division of Child Support is authorized to enter into this Agreement by 42 USC 654 (33) of the U.S. Code and the Inter-local Cooperation Agreement Act, Chapter 39.34 Revised Code of Washington (RCW), which permit any state child support agency to enter into an agreement with an Indian tribe for their mutual advantage and cooperation. In addition, Chapter 26.25 RCW specifically encourages DSHS DCS and Indian tribes to enter into cooperative child support agreements. Execution of this Agreement does not constitute a waiver of rights, including Executive Order immunities, sovereign immunities or jurisdiction.

III. RESPONSIBILITIES OF THE DIVISION OF CHILD SUPPORT

DCS agrees to:

1. Open a child support case for recipients of the QTTP based on the receipt of an application for child support services. An application for services includes a referral² from the QTTP and the custodial parents or custodian's assignment of their child support rights to the QTTP.
2. Submit the following minimum child support documents to the QTTP on each child support case:
 - a. A copy of any relevant Child Support Orders.
 - b. A copy of the Basic Case Screen.
 - c. A month-by-month child support debt calculation of any arrears owing to the QTTP.
3. Provide child support services to the QTTP participants continuously until the child support case closes. Child support services include:
 - a. Locating the non-custodial parent and his or her assets.
 - b. Establishing paternity.
 - c. Establishing child support and medical support.

² A referral form is not necessary, but helpful for initial cases transferred from the State CSO to the Tribe. A referral form is required for new TTANF cases.

- d. Enforcing orders for child support, medical insurance, and judgments for medical support.
 - e. Collecting and distributing child support.
 - f. Modifying child support and medical support.
4. Distribute child support payments in accordance with federal regulations. DCS will distribute child support payments to debts assigned to the Tribe by electronic funds transfer (EFT).
- When a non-custodial parent has one or more cases with debts owed to the Tribe and to any other case, DCS will first split the payment proportionately to current support owed for the month the payment is received. To any payment remaining after current support is paid on all cases, DCS will split it proportionately to all cases based on the size of the debt on each case.
5. Send child support payments directly to the QTTP on behalf of the custodial parents in TTANF or former TTANF cases. DCS and the QTTP recognize that custodians no longer receiving assistance will continue to receive child support services unless they request to close their case. They may also apply directly to DCS for services or ask DCS to close their case at anytime. DCS will continue to enforce any arrears that are assigned to the State, the Tribe or another jurisdiction.
6. Notify the QTTP in writing, when a custodial parent is not cooperating³. DCS cannot proceed without cooperation. Provide the Tribe at least thirty (30) days written notice when it is closing a child support case because of continued non-cooperation by the custodian.
7. Accept the QTTP's determination of good cause for the custodian not to cooperate in pursuing child support.
8. Centralize suitable QTTP child support cases in the Olympia DCS Field Office.
9. Upon request from the Quileute Tribe, ESA State/Tribal Relations Unit and DCS will assist the Quileute Tribe to develop a Tribal Code necessary for the implementation of this agreement, including but not limited to a Tribal Child Support Schedule and/or Child Support Guidelines. DCS assistance in developing a Tribal Code is subject to the availability of adequate funding.
10. Refer Quileute Tribal TANF Paternity cases requiring paternity establishment to the appropriate County Prosecuting Attorney for paternity and child support establishment. In the event the Quileute Tribe develops tribal paternity and child support codes, this provision may be renegotiated.

³ DSHS 18-617, DCS & Tribe Information Change Notice. This DSHS form was designed for exchanging a variety of information between DCS and the QTTP on child support cases.

IV.
RESPONSIBILITIES OF THE QUILEUTE TRIBE

The QTTP agrees to:

1. Send a complete and timely⁴ application for services, which includes a referral⁵ and a copy of the custodian's assignment of support rights, to DCS each time a QTTP case opens or reopens.⁶ The referral will contain these data elements for each person(s):

a. The non-custodial parent's:

- i. Name
- ii. Gender
- iii. Date of birth
- iv. Social Security number
- v. Physical and mailing address
- vi. Telephone number (message number)
- vii. Relationship to the child (for example; mother, father, step-mother, step-father)
- viii. Physical description, if known (height, weight, hair and eye color, etc.,)
- ix. Communication barriers
- x. Ethnic origin
- xi. Tribal affiliation, as applicable
- xii. Employer Name and Address
- xiii. Assets (e.g. bank accounts, vehicles, boats, etc.)

b. The custodial parent's:

- i. Name
- ii. Gender
- iii. Date of birth
- iv. Social Security number
- v. Physical and mailing address
- vi. Telephone number (message number)
- vii. Relationship to the child
- viii. Communication barriers
- ix. Ethnic origin
- x. Tribal affiliation, as applicable

c. Each child's:

⁴ "Timely" -- Is defined as within two weeks or as otherwise agreed to by the parties.

⁵ A referral form is not necessary, but helpful for initial cases transferred from the State CSO to the Tribe. A referral and assignment are necessary of new tribal TANF cases, if the QTTP wants DCS to provide child support services.

⁶ No referral or assignment is necessary, if the QTTP makes a determination that the custodian has "good cause" not to participate in pursuing child support services.

- i. Name
 - ii. Gender
 - iii. Date of birth
 - iv. Social Security number
 - v. Ethnic origin
 - vi. Tribal affiliation, as applicable
- d. The marital status of the parents and the date of marriage, including any documented legal separation, dissolution or divorce dates.
 - e. For children of unmarried parents, whether or not paternity is established. If it is established, the QTTP will provide information as to when, where and how it was established, if available.
 - f. Information as to where and when any orders for support were entered. If possible, a copy of any support orders will be forwarded with the referral.
 - g. A list of the dates and amounts of child support payments the custodial parent received from the non-custodial parent.
 - h. The date QTTP was authorized.
 - i. Information about past receipt of AFDC or TANF from another state or another tribe, namely, the dates and places the recipient received these AFDC/TANF benefits.
 - j. If applicable, Good Cause determination for the custodian not to cooperate with DCS.
2. Notify DCS when a child is born, leaves or returns to the home and when QTTP ends⁷.
 3. Inform DCS when medical coverage from Indian Health Services (IHS) is available to a child and when IHS provides coverage⁸.
 4. Inform DCS when good cause determinations are initiated and provide DCS with periodic reviews of good cause status in those cases.
 5. Upon request, give DCS copies of tribal court orders concerning paternity, custody and child support.
 6. Work with DCS to develop a process for supplying locate information, income information and service of process on the reservation.

⁷ DSHS 18-617, DCS & Tribe Information Change Notice Form, is available for this purpose.

⁸ Id.

7. Provide the name and contact information of the person(s) responsible to provide/receive information regarding QTTP child support cases.
8. The QTTP will distribute child support received from DCS on tribal TANF cases according to the Quilleute Tribal TANF Plan.

[See 45 CFR 309.115, Distribution Provisions. While these distribution provisions are for tribal IV-D programs, Tribal TANF stand-alone programs are encouraged to use them as a guideline.]

V.
RESPONSIBILITIES OF THE DIVISION OF CHILD SUPPORT AND THE QUILEUTE TRIBE

Both the QTTP and DCS agree to:

1. Inform the other party of events that affect either the QTTP case or the child support case⁹, including but not limited to:
 - a. The opening and closing dates of QTTP benefits, further providing adequate notice of intent to close a case as provided for in this agreement.
 - b. Location information about the custodian and non-custodial parent.
 - c. When the children are placed in foster care.
 - d. When there is a change in custodian, or when the parties reconcile, marry or divorce.
 - e. When the child support order is modified or when a new order is entered.
 - f. When there is a change that effects QTTP eligibility (such as the custodian becomes employed, child(ren) leaves the custodian's home, child is born or emancipated, etc.).
 - g. When the custodian receives a direct payment from the non-custodial parent.
 - h. When there is a report of domestic violence or child abuse.

⁹ Id.

2. Each bears their own costs with respect to fulfilling their respective responsibilities under this Agreement. No activities of this Agreement shall cause either party to obligate funds or other resources without prior approval.
3. Use the conflict resolution process outlined in the Intergovernmental Agreement between Quileute Tribe and the Washington State Department of Social and Health Services, as appropriate to the claim.
4. Both parties and their employees shall protect the confidential nature of the personal data being shared between the two governments. The data shared under this agreement is subject to state, tribal and federal confidentiality requirements. The parties shall ensure only authorized employees have access to the data and shall restrict use of the data to child support related purposes only. The data shall be protected from unauthorized physical and electronic access at all times and shall be properly destroyed when no longer needed.

VI.
TERM


This Agreement shall become effective when the Quileute Tribe and the Division of Child Support have signed the Agreement. This Agreement shall terminate on the same date as the Intergovernmental Agreement for Temporary Assistance for Needy Families between the Quileute Tribe and the Washington State Department of Social and Health Services unless extended by agreement of the parties. Either party may terminate this Agreement upon thirty (30) days written notice of the intent to terminate to the other party.

The following parties, in their representative capacity, hereby approve the Agreement.



Russell Woodruff, Sr., Chair
Quileute Tribal Council

March 30, 2007
Dated



David Stillman, Director
Division of Child Support
DSHS

April 4, 2007
Dated