

**CHILD SUPPORT AGREEMENT BETWEEN THE TYPE TRIBAL NAME HERE & HIT TAB
TRIBAL CHILD SUPPORT PROGRAM**

AND

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

This Agreement constitutes a record of the implementation plan developed between the Type Tribal Name Here & Hit Tab, Tribal Child Support Program (TRIBE) and the State of Washington, Division of Child Support (DCS), [collectively called "parties"].

The parties developed this plan together to further strengthen the government-to-government working relationship between them and assure that mutual clients receive the best possible services during the transition and the day-to-day operation of our Child Support Programs.

1. Data Sharing

- A. All parties understand that any information concerning individuals who owe a child support obligation or for whom support enforcement services are being provided is private and confidential.
- B. DCS and the TRIBE may disclose case information for child support purposes, if disclosure is necessary to the administration of their child support programs or the performance of functions under applicable state, tribal and federal laws.
- C. DCS and the TRIBE agree to provide each other with information necessary to decide to make a referral to the other IV-D program. This includes, but is not limited to, whether the non-custodial parent lives on the Reservation, or works for the Tribe, a Tribal enterprise or for a business operating on the Reservation, and, conversely, whether the non-custodial parent lives off the Reservation or has off-reservation income or assets.
- D. Support Enforcement Management System (SEMS) Web Access –
The TRIBE will have access to limited SEMS Web per the conditions of a Data Share Agreement.

2. DCS Referrals to the TRIBE

- A. DCS will refer cases already in the Everett DCS Field Office tribal caseload to the TRIBE at a mutually agreed upon rate subject to the workload considerations for the TRIBE and the DCS Tribal Liaison(s). DCS will send referrals according to the following proposed schedule:
 - 1. 15 cases per month, with an effort made to send 5 each of Paternity/Establishment & Enforcement type cases
 - 2.
 - 3.
- B. DCS will refer cases to the TRIBE in the following order of case type:

Paternity cases

Non-custodial parent working for the Tribe, a Tribal enterprise or a business operating on the Reservation

Tribal and State TANF cases where the Custodial Parent (CP) and the Non-Custodial Parent (NCP) both reside on the Reservation

Cases where the Non-Custodial Parent resides on the Reservation

Other cases as appropriate and mutually agreed upon by the TRIBE and the DCS Tribal Liaison. The decision may be based on the following factors:

Tribal IV-D program requirements	Current status of the case
Tribal membership	Employment history
Location of parties	Best interest of the children
Location of the court order	Agreement of the parties
Location of assets or income	

- C. DCS will send referrals to the TRIBE use the following process when sending referrals to the TRIBE:
1. The DCS Tribal Liaison will send the DSHS 09-881 to the Custodial Parent (CP). Allow the CP 14 days to respond.
 2. If the CP does not object to the release of his/her address, the DCS Tribal Liaison uses existing interstate referral forms to send referrals to a tribal IV-D program.
 3. The Tribal Liaison will leave existing liens and withholding notices (ES, L&I, SSA) in place unless otherwise agreed by DCS tribal staff and tribal IV-D staff, or unless the case is being closed.
 4. DCS will continue to certify the case for federal offset unless the case meets a condition outlined in Section 8.030 of the DCS Support Enforcement Handbook.
 5. If DCS is currently receiving payments, DCS will coordinate with the Tribe the release of any withholding notices and wage assignments.
 6. DCS referrals to the Tribe will include the following information:
 - a. Child Support Enforcement Transmittal #1, DSHS 18-570
 - b. One certified copy of all orders. Exception: A certified copy is not needed if the order was entered in the Tribal Court.
 - c. Debt calculation summary and one certified month by month debt calculation
 - d. Other supporting documentation as appropriate (i.e. Paternity Affidavit)

4. TRIBAL Referrals to DCS

The TRIBE may request the following services from DCS (*Possibilities may include these and others*):

- A. Quick locate services
- B. Withholding of unemployment or state labor and industries benefits
- C. Federal Offset

- D. Genetic testing when the alleged father is not under the jurisdiction of the Tribal Court
- E. Drivers license suspension
- F. Liens
- G. Bank Attachments

5. TRIBAL Services

Based on the TRIBAL Plan, the Tribe will perform the following child support services:

- A. Establishment of paternity
- B. Establishment of child support
- C. Modification of child support
- D. Enforcement of child support obligations
- E. Location of Custodial and Non Custodial Parents and their assets

6. DCS Case Closure

If DCS receives (from a Custodial Parent (CP) or from the TRIBE), the CP's written request to close a non-assistance case because the CP applied for tribal IV-D services:

- A. The DCS Tribal Liaison will send the Full Collection Services Closure Letter, DSHS 18-370A to the CP and a copy to the Non Custodial Parent (NCP).
- B. If there are DSHS arrears owing on the case, DCS will leave the case open and continue to collect any arrears owed to the state. DCS will send a referral to the Tribe if appropriate.
- C. If there are no DSHS arrears, DCS will close the case and send copies of pertinent court orders, pay records, etc., to the TRIBE.

7. Coordination of Services

- A. State and tribal IV-D staff will:
 1. Maintain an open IV-D case (in most cases), and work cooperatively to provide necessary IV-D services.
 2. Coordinate case actions to provide the full range of IV-D services on cases of mutual interest (as required per [OCSE PIQ 05-01](#)).
 3. Communicate critical case information in a timely manner using any of the following methods:
 - Telephone calls
 - Secured e-mail
 - DCS and Tribe Information Change Notice, DSHS 18-617
 - Fax
 - Federal Interstate forms
 - Mail
 4. Depending on the situation, critical case information to share may include:
 - Changes in family members (marriage, divorce, reconciliation, custodian changes)
 - Emancipation or birth of a child
 - Address changes

- Employer or income changes
 - Entry of an order or modification of an existing order
 - New locate information (addresses, employers, income, assets)
 - Good cause decisions or reports of domestic violence or child abuse
 - Debt changes and payments
 - Opening and closing of TANF
 - Collection actions
- B. The State and Tribal contact persons designated by the parties, will also serve as liaisons to coordinate services and resolve case issues connected with partners (i.e. Community Services Offices, County Prosecutor, contractors, and other departments and agencies).

8. Distribution of Child Support

- A. Distribution from DCS to the Tribe:
1. DCS will distribute child support payments to the Tribe using electronic funds transfer (EFT).
 2. If the Tribe wants DCS to distribute child support payments to a different account (from the one used for support payments on Tribal TANF cases), the Tribe will complete another Authorization for Receipt of Electronic Funds Transfer – Tribal Child Support Programs, DSHS 18-606.
 3. DCS will apply payments based on state and federal law.
- B. Distribution from the Tribe to DCS:
1. If DCS referred the case to the Tribe, the Tribe will forward all child support collections to DCS for further distribution.
Exceptions:
 - Non-Assistance case and the Custodial Parent (CP) requested DCS case closure: The Tribe will send current support and non-assistance arrears directly to the CP, and send state TANF arrears payments to DCS.
 - Cases with Tribal TANF arrears: After applying a payment first to current support (if appropriate), then to Non-Assistance arrears (if appropriate), the Tribe will apply any remaining balance to TANF arrears (split proportionately between tribal TANF and state TANF as appropriate).

9. Technical Assistance & Training

The DCS Field Office and the TRIBE are committed to providing technical assistance and training to each other whenever appropriate, as budget and staffing permits. Examples:

- DCS has offered to provide child support training and technical assistance for TRIBAL staff.
- DCS has provided training on SEMS screens.

10. Mutual Cooperation, Trust and Support

It is the intent and commitment of the parties to this implementation plan to encourage and cultivate a professional relationship between our programs and staff, which is positive, cooperative and mutually respectful. We believe this spirit of cooperation, mutual respect and good will is critical to the success of both programs and will result in the best service and outcomes for our mutual clients.

This implementation plan may be modified at any time by mutual agreement of the parties.

11. Review and Clarification

This Agreement shall be reviewed at the request of either party. The parties will discuss any concerns they may have with the implementation or interpretation of this Agreement. The Tribe and DCS acknowledge that there may arise instances where one party believes that the other has violated a provision of this Agreement; or that clarification is necessary to interpret a provision of this Agreement; or that a change in Title IV-D of the Social Security Act, or its implementing regulations; or changes in State or Tribal Law may require a modification of the provisions of this Agreement. In such an instance, the parties agree that they will first each make a good faith effort to resolve the matter amicably through mutual discussion and agreement. If the matter cannot be resolved through such efforts, the parties may, by mutual agreement, request that a mediator resolve the dispute. It shall not be a requirement that such mediation be invoked or exhausted before a party invokes the provisions of Article VII of this Agreement.

DCS and the Tribe hereby approve this Agreement, through the following persons, each in their representative capacities:

The Type Tribal Name Here & Hit Tab Tribe

Date

, Tribal Administrator

The State of Washington
Division of Child Support

Date

David Stillman, Director
